AGENDA

Orange City Council

April 28, 2026

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

Teleconference Location
Caption by Hyatt Downtown Nashville
Hotel Lobby
118 12th Avenue S.
Nashville, TN 37203

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

Jarad L. Hildenbrand
City Manager

Nathalie Adourian
City Attorney

Pamela Coleman
City Clerk

DAN SLATER
Mayor

DENIS BILODEAU
Mayor pro tem, District 4

ARIANNA BARRIOS
Councilmember, District 1

JON DUMITRU
Councilmember, District 2

KATHY TAVOULARIS
Councilmember, District 3

ANA GUTIERREZ
Councilmember, District 5

JOHN GYLLENHAMMER
Councilmember, District 6

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

Agenda Information

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

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. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(a) & (d)(1) - One case
Name of Case: David John Doherty, et al. v. City of Orange, et al.
Orange County Superior Court Case No. 30-2025-01484251

4. CLOSED SESSION REPORT

5. ADJOURNMENT

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

6:00 PM REGULAR SESSION

1. OPENING/CALL TO ORDER

1.1 INVOCATION

Pastor Josh Copple, Spirit and Truth Worship Center

1.2 PLEDGE OF ALLEGIANCE

Councilmember Kathy Tavoularis

1.3 ROLL CALL

1.4 PRESENTATIONS/ANNOUNCEMENTS

Proclamation recognizing Santiago Canyon College for its 2026 - 2027 Military Friendly School Designation

Attachments: Staff Report
Draft Proclamation

El Modena High School Student Liaison update Dylan Platfoot

Orange High School Student Liaison update Jacob Gonzalez and Orange High School Community Service Project Video

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. Agreement with County of Orange for the Transfer of Property or Funds for Fiscal Year 2023 Homeland Security Grant Program Purposes

Recommended Action:

Approve the agreement with County of Orange for the transfer of property or funds for Fiscal Year 2023 Homeland Security Grant Program purposes; and authorize the Mayor and City Clerk to execute on behalf of the City.

Attachments: Staff Report
FY23 Homeland Security Grant Program Transfer Agreement

3.3. Agreement with the County of Orange for animal care, control, and shelter services

Recommended Action:

Approve the agreement with the County of Orange for animal care, control, and shelter services for a five-year term with first year totaling $1,828,025 ; and authorize the Mayor and City Clerk to execute on behalf of the City.

Attachments: Staff Report
Agreement for Provision of OC Animal Care Services
Orange County Animal Care - Notice of Intent

3.4. Agreement with Joseph C. Truxaw and Associates, Inc. for land surveying services

Recommended Action:

Approve the agreement with Joseph C. Truxaw and Associates, Inc. in the amount of $119,495 for land surveying services; and authorize the Mayor and City Clerk to execute on behalf of the City.

Attachments: Staff Report
Location Map
Professional Services Agreement with Joseph C. Truxaw and Associates, Inc.

3.5. Agreement with the County of Orange for a Waste Infrastructure System Enterprise Agreement governing municipal solid waste disposal rates, terms, and services

Recommended Action:

Approve the agreement with the County of Orange for municipal solid waste disposal rates, terms, and services; and authorize the Mayor and City Clerk to execute on behalf of the City.

Attachments: Staff Report
Agreement with Waste Infrastructure System Enterprise between the County of Orange and the City of Orange

3.6. Amendment and restatement of National Pollutant Discharge Elimination System Stormwater Permit Implementation Agreement between the County of Orange, Orange County Flood Control District, and participating Orange County cities

Recommended Action:

Approve the Amended and Restated National Pollutant Discharge Elimination System Stormwater Permit Implementation Agreement between the County of Orange, Orange County Flood Control District, and participating Orange County cities; and authorize the Mayor and City Clerk to execute on behalf of the City.

Attachments: Staff Report
Amended and Restated NPDES Stormwater Permit Implementation Agreement

3.7. First Amendment to Agreement with the County of Orange for a Lead Forensic Specialist during Fiscal Year 2026-2027

Recommended Action:

Approve the First Amendment to Agreement with the County of Orange for a Lead Forensic Specialist in the amount of $226,795; and authorize the Mayor and the City Clerk to execute on behalf of the City.

Attachments: Staff Report
First Amendment

3.8. Third 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.

Recommended Action:

1. Approve a Third Amendment to Attorney Services Agreement with Bordin Semmer, LLP in the amount of $300,000; and authorize the Mayor and City Clerk to execute on behalf of the City.
2. Authorize the following budget transfers from the General Fund (100) to the General Liability Fund (731):
   a) 100-0000-90731 Transfer to General Liability $300,000
   b) 731-0000-49100 Transfer from General Fund $300,000
3. Authorize additional appropriation in the General Liability Fund (731):
   731-1301-55102 Legal Services $300,000
4. Authorize budget reduction in the General Fund (100):
   a) 100-1401-55102 Legal Services $200,000
   b) 100-1301-55102 Legal Services $100,000

Attachments: Staff Report
Third Amendment to Attorney Services Agreement with Bordin Semmer, LLP

3.9. Appropriation of $5,000 from the Opioid Settlement Fund for an Opioid Awareness and Community Training Initiative

Recommended Action:

Authorize the appropriation of $5,000 from the Opioid Settlement Fund (226) unreserved fund balance to:

226-3121-51003	Overtime - Safety	$3,500
226-3112-53199-254025	Misc. Operating Supplies, CERT Program	$1,500

Attachments: Staff Report
Exhibit E of the Final Settlement Agreement

3.10. Approval of plans and specifications for Annual Concrete Replacement at Various Locations Fiscal Year 2025-2026 and authorization to advertise for bids; and finding of California Environmental Quality Act (CEQA) exemption

Recommended Action:

1. Approve the plans and specifications and authorize advertising for Bid No. 25-26.15 (SP-4320), Annual Concrete Replacement at Various Locations Fiscal Year 2025-2026.
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(f) - Existing Facilities).

Attachments: Staff Report
Location Maps
Plaza Bollard Layout
Plaza Bollard Details

3.11. Award of Contract to G.M. Sager Construction Co., Inc. for Asphalt Repair Services, and finding of California Environmental Quality Act (CEQA) exemption

Recommended Action:

1. Approve the contract with G.M. Sager Construction Co., Inc. in the amount of $179,630 representing an original bid amount of $163,300, plus a 10% contingency of $16,330 for asphalt repair; and authorize the Mayor and City Clerk to execute on behalf of the City.
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 - Existing Facilities)

Attachments: Staff Report
Contract with G.M. Sager Construction Co. Inc.

3.12. Award of Contract to R.J. Noble Company, Inc. for Almond Avenue and Collins Avenue Street Improvements

Recommended Action:

Approve the contract with R.J. Noble Company, Inc. in the amount of $1,931,051 representing an original amount of $1,679,175 plus a 15% contingency of $251,876 for Almond Avenue and Collins Avenue Street Improvements; and authorize the Mayor and City Clerk to execute on behalf of the City.

Attachments: Staff Report
Contract with R.J. Noble Company, Inc.
Bid Abstract
Location Maps

3.13. Award of Contract to DD Systems, Inc., dba Ace CD, Inc., for construction of the Skatepark at Grijalva Park Project

Recommended Action:

1. Approve the contract with DD Systems, Inc., dba Ace CD, Inc. in the amount of $2,525,836.50 for construction of the Skatepark at Grijalva Park Project (257012); and authorize the Mayor and City Clerk to execute on behalf of the City.
2. Authorize the appropriation of $1,041,101.00 from the Park Acquisition (Infill) Fund (510) unreserved fund balance to account 510.7201.84101 (257012-80) CIP - Skatepark at Grijalva Project.

Attachments: Staff Report
Attachment 1 Skatepark Design Rendering
Attachment 2 Bid Abstract Summary
Attachment 3 Contract with DD Systems, Inc

3.14. Award of Contract to Skilled Fence Builder, Inc. for the Olive Park Ballfield Netting Replacement Project; and finding of California Environmental Quality Act (CEQA) exemption

Recommended Action:

1. Approve the contract with Skilled Fence Builder, Inc. in the amount of $68,530 for the Olive Park Ballfield Netting Replacement Project 257031; and authorize the Mayor and City Clerk to execute on behalf of the City.
2. Find that the proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines 15332 (In-Fill Development).

Attachments: Staff Report
Contract with Skilled Fence Builder, Inc.

3.15. First Amendment to Contract with Diversified Thermal Services, LLC for mechanical services and preventative maintenance of heating, ventilation, and air conditioning equipment at various City buildings and parks

Recommended Action:

Approve the First Amendment with Diversified Thermal Services, LLC in the amount of $239,594 for preventive maintenance of heating, ventilation, and air conditioning equipment across City buildings and parks; and authorize the Mayor and City Clerk to execute on behalf of the City.

Attachments: Staff Report
First Amendment

3.16. Award of Contract to Owen Walstead LLC, a California limited liability company, dba U.S. Door, Inc. for Replacement of Rolling Garage Doors at Fire Station 7 and Corp Yard

Recommended Action:

Approve the contract with Owen Walstead LLC, a California limited liability company, dba U.S. Door, Inc. in the amount of $394,884 representing the original amount of $358,985, plus a 10% contingency of $35,899 for Replacement of Rolling Garage Doors at Fire Station 7 and Corp Yard; and authorize the Mayor and City Clerk to execute on behalf of the City.

Attachments: Staff Report
Bid Abstract
Contract with Owen Walstead LLC, dba U.S. Door, Inc.

3.17. Notice of Completion and Acceptance for Well No. 29 Drilling Project

Recommended Action:

1. Accept Well No. 29 Drilling Project as complete.
2. Authorize City Clerk to file Notice of Completion with the Orange County Clerk-Recorder's Office.

Attachments: Staff Report
Notice of Completion and Acceptance

3.18. Notice of Completion and Acceptance for Serrano Park Lodge Pole Fencing Project

Recommended Action:

1. Accept Serrano Park Lodge Pole Fencing Project as complete.
2. Authorize City Clerk to file Notice of Completion with the Orange County Clerk-Recorder's Office.

Attachments: Staff Report
Notice of Completion and Acceptance

3.19. Notice of Completion and Acceptance for Yorba Dog Park Improvements

Recommended Action:

1. Accept Yorba Dog Park Improvements as complete.
2. Authorize City Clerk to file Notice of Completion with the Orange County Clerk-Recorder's Office.

Attachments: Staff Report
Notice of Completion and Acceptance

3.20. Authorize purchase of Cradlepoint mobile routers and antennas from CDCE, Inc.

Recommended Action:

1. Approve the purchase of 40 Cradlepoint routers and antennas from CDCE, Inc. in the amount of $65,481.49.
2. Authorize the appropriation of $65,481.49 from Traffic Safety (450) undesignated fund balance to expenditure account number 450-4011-80101, Traffic Safety - Furniture, Fixture, Equipment.

Attachments: Staff Report
CDCE Quote

3.21. Authorize purchase of VeloCloud hardware from Sidepath, Inc.

Recommended Action:

Approve the purchase of VeloCloud hardware from Sidepath, Inc. for $40,800.51.

Attachments: Staff Report
Sidepath Quote

3.22. Authorize purchase of four traffic signal cabinets and one controller from Econolite Control Products, Inc. and a Centracs Software Maintenance Agreement from Econolite Systems, Inc., as a sole source procurement

Recommended Action:

Approve the sole source purchase of four traffic signal cabinets and one controller from Econolite Control Products, Inc. and a Centracs Software Maintenance Agreement from Econolite Systems, Inc. for a total of $113,969.

Attachments: Staff Report
Econolite Quote
Sole Source Letter from Econolite

3.23. 2026 City of Orange Conflict of Interest Code Biennial Review Notice

Recommended Action:

Direct staff to review the Conflict of Interest Code and authorize execution of the Biennial Review Notice no later than October 1, 2026.

Attachments: Staff Report
Resolution No. 11558 adopted June 25, 2024

3.24. Authorize the execution of the Master Lease-Purchase Agreement for the acquisition and financing of a Pierce Enforcer Urban Search and Rescue Apparatus

Recommended Action:

Adopt Resolution No. 11661. A Resolution of the City Council of the City of Orange approving the execution and delivery of a master lease-purchase agreement with PNC Bank, National Association, for the acquisition and financing of a Pierce Enforcer Urban Search and Rescue Apparatus and authorizing related actions.

Attachments: Staff Report
Resolution No. 11661

3.25. Letters of Understanding between the City of Orange and the International Brotherhood of Electrical Workers Local 47 representing the Maintenance & Crafts and Water Division employees

Recommended Action:

1. Adopt Resolution No. 11663. A Resolution of the City Council of the City of Orange establishing a Letter of Understanding between the City of Orange and the International Brotherhood of Electrical Workers IBEW Local 47 Water Union effective July 1, 2025 through and including June 30, 2027.
2. Adopt Resolution No. 11664. A Resolution of the City Council of the City of Orange establishing a Letter of Understanding between the City of Orange and the International Brotherhood of Electrical Workers IBEW Local 47 Maintenance and Crafts Union effective July 1, 2025 through and including June 30, 2027.

Attachments: Staff Report
Resolution No. 11663
Resolution No. 11664

3.26. Letters of Understanding between the City of Orange and the Orange Municipal Employees' Association and the Orange Management Association

Recommended Action:

1. Adopt Resolution No. 11668. A Resolution of the City Council of the City of Orange establishing a Letter of Understanding between the City of Orange and the Orange Municipal Employees Association effective July 1, 2026 through and including June

30, 2027.

2. Adopt Resolution No. 11675. A Resolution of the City Council of the City of Orange establishing a Letter of Understanding between the City of Orange and the Orange Management Association effective July 1, 2026 through and including June 30, 2027.

Attachments: Staff Report
Resolution No. 11668
Resolution No. 11675

3.27. Adoption of the 2025 City of Orange Local Hazard Mitigation Plan

Recommended Action:

Adopt Resolution No. 11666. A Resolution of the City Council of the City of Orange adopting the 2025 Local Hazard Mitigation Plan.

Attachments: Staff Report
Resolution No. 11666
2025 City of Orange Local Hazard Mitigation Plan

3.28. Updates to the eligibility and preference criteria for the Tenant Based Rental Assistance Program Policies and Procedures

Recommended Action:

1. Approve the following recommended changes to the eligibility and preference criteria for the Tenant Based Rental Assistance Program Policies and Procedures:
    a. Remove the requirement to have applied for and been denied for CalAIM;
    b. Specify definition of elderly persons to 62+;
    c. Update income eligibility to 60% of Area Median Income;
    d. Remove the tenant incentive for returned deposits.
2. Approve adding special consideration to applicants who are:
    a. Experiencing homelessness;
    b. At risk of homelessness;
    c. Fleeing domestic violence, dating violence, sexual assault, or stalking.
3. Direct staff to update the Tenant Based Rental Assistance Program Policies and Procedures with the recommended changes and submit to the Department of Housing and Urban Development for approval and implementation.

Attachments: Staff Report
Attachment A - Staff Report for FY2024 Annual Action Plan
Attachment B - Staff Report for TBRA Program Guidelines
Attachment C - Updated Draft Tenant Based Rental Assistance Program Policies and Procedures

3.29. Single Audit Report of Federally Assisted Grant Programs for the Fiscal Year ended June 30, 2025

Recommended Action:

Receive and file.

Attachments: Staff Report
Single Audit of Federally Assisted Grant Programs

END OF CONSENT CALENDAR

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4. REPORTS FROM MAYOR SLATER

4.1. Appointment of City Councilmembers to Regional Boards and Committees

Recommended Action:

Confirm City Councilmember appointments to regional boards and committees.

Attachments: Staff Report
Current Councilmember appointments to City Regional Boards and Committees
FPPC Form 806

5. REPORTS FROM COUNCILMEMBERS

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

5.1. Consideration of a Proclamation celebrating May 1, 2026, as International Workers' Day (Barrios)

Recommended Action:

Consider adding the Proclamation to the May 12, 2026, Regular City Council meeting agenda.

Attachments: Staff Report
Draft Proclamation

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 BOARDS, COMMITTEES, AND COMMISSIONS

7.1. Annual presentation of Local Appointments List of all City Boards, Commissions, and Committees

Recommended Action:

1. Confirm Mayor Slater's recommendation to reappoint the following eligible existing positions:
   - Audit Advisory Committee Members Chris Horton, Andrew Li, and Brian Wilterink for two-year terms respectively expiring June 30, 2028;
   - CDBG Program Committee Member Jonathan St. Clair for a two-year term expiring June 30, 2028;
   - Orange Public Library Board of Trustees Member Susie Huber for a three-year term expiring June 30, 2029;
   - Park Planning and Community Events Commissioner Christopher Ahlswede for a four-year term expiring June 30, 2030; and
   - Planning Commissioner David Vazquez for a four-year term expiring June 30, 2030.
2. Confirm Mayor Slater's recommendation to appoint Perla Lozano to the Park Planning and Community Events Commission to fill an unexpired term ending June 30, 2029.
3. Approve the Local Appointments List and direct the City Clerk to post a copy in compliance with the Maddy Act.
4. Direct the City Clerk to post a Notice of Scheduled Vacancy for the following positions:
   - Audit Advisory Committee due to expiration of Jack Schroeder's term on June 30, 2026
   - Planning Commission due to expiration of Rick Martinez's term on June 30, 2026

Attachments: Staff Report
Proposed Local Appointments List
2025 Attendance Reports

8. REPORTS FROM CITY MANAGER

9. PUBLIC HEARINGS

9.1. Public Hearing to consider a request to subdivide an existing vacant site and construct 15 detached three-story residential dwellings at 715 W. Fletcher Avenue and finding of California Environmental Quality Act (CEQA) exemption (ENT25-0015)

Recommended Action:

1. Conduct and close the Public Hearing.
2. Adopt Resolution No. 11662. A Resolution of the City Council of the City of Orange approving ENT25-0015 (Tentative Tract Map, Major Site Plan Review, and Administrative Design Review), a request to subdivide an existing 0.72-acre vacant site to construct 15 detached three-story residential dwellings at 715 W. Fletcher Avenue.
3. Find the request categorically exempt from the California Environmental Quality Act (CEQA) in accordance with section 15332 (Class 32-In-Fill Development Projects) of the State CEQA Guidelines.

Attachments:
Staff Report
Attachment 1 Resolution No. 11662
Attachment 2 Vicinity Map
Attachment 3 Applicant Project Narrative Letter
Attachment 4 Project Plans
Attachment 5 Conceptual Landscape Plan
Attachment 6 Tentative Tract Map 19429
Attachment 7 Site Photos
Attachment 8 Legal Memo for State Density Bonus Law
Attachment 9 CEQA Class 32 Categorical Exemption Memo
Attachment 10 Planning Commission Staff Report of February 19, 2026
Attachment 11 Planning Commission Minutes of February 19, 2026

9.2. Public Hearing to consider revision of the Master Schedule of Fees and Charges to adopt revised fees as a result of the Cost Allocation Plan and User Fee Study

Recommended Action:

1. Conduct and close the Public Hearing.
2. Adopt Resolution No. 11665. A Resolution of the City Council of the City of Orange amending the Master Schedule of Fees and Charges for various services and the rental of rooms and equipment.

Attachments:
Staff Report
Resolution No. 11665

10. ADMINISTRATIVE REPORTS

10.1. Agreements with the Orange International Street Fair, Inc. to produce the annual Orange Street Fair, Treats in the Streets, and Christmas Market and Tree Lighting Ceremony Events

Recommended Action:

1. Receive and file a report from the Orange International Street Fair, Inc. regarding the 2025 Orange Street Fair, Treats in the Streets, and the Christmas Market and Tree Lighting Ceremony.
2. Provide direction regarding administrative updates to the agreements with Orange International Street Fair for production of the Orange Street Fair, Treats in the Streets, and the Christmas Market and Tree Lighting Ceremony.

Attachments: Staff Report

10.2. Establishment of Permit Parking on both sides of Olive Street from Almond Avenue to Palmyra Avenue

Recommended Action:

Adopt Resolution 11667. 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. 11667
Attachment 2 Neighborhood Permit Parking Opportunity Area #6
Attachment 3 Activation Map Permit Parking Opportunity Area #6
Attachment 4 City Traffic Commission Staff Report April 8, 2026
Attachment 5 Excerpt of Draft City Traffic Commission Minutes April 8, 2026
Attachment 6 Notification Letter Olive Street

10.3. Consideration of Resolutions pertaining to the November 3, 2026 General Municipal Election including a one-cent Transactions and Use Tax (Sales Tax) Measure

Recommended Action:

1. Adopt Resolution No. 11670. A Resolution of the City Council of the City of Orange Calling and Giving Notice of a General Municipal Election to be held on Tuesday, November 3, 2026, for the election of certain officers as required by the provisions of the laws of the State of California relating to General Law cities and for the submission to the voters a question relating to a local general transactions and use tax (Sales Tax).
2. Adopt Resolution No. 11671. A Resolution of the City Council of the City of Orange adopting regulations for candidates for elective office pertaining to candidates' statements submitted to the voters at an election to be held on Tuesday, November

3, 2026.

3. Adopt Resolution No. 11673. A Resolution of the City Council of the City of Orange Requesting the Board of Supervisors of the County of Orange to consolidate a General Municipal Election to be held on Tuesday, November 3, 2026 with the Statewide General Election to be held on the same date pursuant to Elections Code Section 10403.
4. Identify Members of the City Council to file arguments for and/or against the measure and adopt Resolution No. 11672. A Resolution of the City Council of the City of Orange setting priorities for filing written arguments regarding a City measure and directing the City Attorney to prepare an impartial analysis for the measure to be submitted to the voters at the General Municipal Election to be held on Tuesday, November 3, 2026.
5. Adopt Resolution No. 11674. A Resolution of the City Council of the City of Orange providing for the filing of rebuttal arguments for City measures submitted at municipal elections.

Attachments: Staff Report
Resolution No. 11670
Resolution No. 11671
Resolution No. 11673
Resolution No. 11672
Resolution No. 11674

11. LEGAL AFFAIRS

11.1. Introduction and First Reading of Ordinance No. 02-26 amending Chapter 8.13 of the Orange Municipal Code to impose strict liability on social hosts for allowing, facilitating, or failing to prevent the use or discharge of illegal fireworks, and establishing enforcement penalties and administrative fines

Recommended Action:

Introduce and conduct First Reading of Ordinance No. 02-26. An Ordinance of the City Council of the City of Orange amending Chapter 8.13 of the Orange Municipal Code to impose strict liability on social hosts for allowing, facilitating, or failing to prevent the use or discharge of illegal fireworks, and establishing enforcement penalties and administrative fines.

Attachments: Staff Report
Ordinance No. 02-26

12. ADJOURNMENT

The next Regular City Council meeting will be held on Tuesday, May 12, 2026, at 6:00 p.m., in the Council Chamber, with Closed Session beginning at 5:00 p.m., if necessary.

I, Pamela Coleman, CMC, City Clerk for the City of Orange, do hereby declare, under penalty of perjury, that a full and correct copy of this agenda was posted pursuant to Government Code Section 54950 et. seq., at the following locations: Orange Civic Center kiosk and Orange City Clerk's Office at 300 E. Chapman Avenue, Orange Main Public Library at 407 E. Chapman Avenue, Police facility at 1107 N. Batavia Street, and uploaded to the City's website www.cityoforange.org. Date posted: April 23, 2026

Agenda Item

Orange City Council

Item #:	4/28/2026	**File #:** 26-0238

1. SUBJECT

Proclamation recognizing Santiago Canyon College for its 2026 - 2027 Military Friendly School Designation

2. SUMMARY

Recognize and commend Santiago Canyon College for its designation as a Top 10 Military Friendly School for the 2026 - 2027 academic year.

3. ATTACHMENTS

- Draft Proclamation

Agenda Item

Orange City Council

Item #:	4/28/2026	**File #:** 26-0238

1. SUBJECT

Proclamation recognizing Santiago Canyon College for its 2026 - 2027 Military Friendly School Designation

2. SUMMARY

Recognize and commend Santiago Canyon College for its designation as a Top 10 Military Friendly School for the 2026 - 2027 academic year.

3. ATTACHMENTS

- Draft Proclamation

Proclamation
Honoring
Santiago Canyon College
2026-27 Military Friendly® School

WHEREAS, Santiago Canyon College (SCC), located in the City of Orange, is dedicated to providing accessible, high-quality education, and comprehensive support services that empower a diverse student population, including veterans, active-duty service members, military spouses, and their families; and

WHEREAS, SCC has been recognized as one of the Top 10 Military Friendly® Schools for the 2026-2027 academic year, earning the distinction of being ranked No. 6 in the nation in the Small Community College category; and

WHEREAS, SCC is the only California community college to rank in the Top 10 nationwide within the Small Community College category for the 2026-2027 Military Friendly® Schools designation, reflecting its exceptional commitment to those who have served our nation; and

WHEREAS, this prestigious designation highlights the outstanding efforts of SCC faculty, staff, and leadership in fostering a supportive and inclusive environment for veterans, dependents, and military-connected students through programs such as the Veterans Resource Center; and

WHEREAS, institutions earning the Military Friendly® Schools designation are evaluated using both public data sources and responses to a comprehensive proprietary survey administered by VIQTORY, with participation from more than 3,200 organizations; and

WHEREAS, final rankings are determined based on a combination of survey results, public data, and demonstrated success in key areas including student recruitment, retention, academic progress, graduation rates, career placement, and the availability of support services for veterans, transitioning service members, and military spouses; and

WHEREAS, SCC continues to serve as a model institution by exceeding established benchmarks and advancing opportunities for student veterans to achieve their academic and career goals.

NOW, THEREFORE, I, Dan Slater, Mayor of the City of Orange, and the entire City Council, do hereby recognize and commend Santiago Canyon College for its designation as a Top 10 Military Friendly® School for the 2026-2027 academic year, and applaud its ongoing commitment to excellence in serving the veteran and military-connected community. We extend our sincere congratulations and express our appreciation for the college's continued leadership, innovation, and dedication to student success.

Draft

Agenda Item

Orange City Council

Item #: 3.1. 4/28/2026 **File #:** 26-0162

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

THRU: **Jarad Hildenbrand, City Manager**

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

1. SUBJECT

Waive reading in full of all ordinances on the Agenda

2. SUMMARY

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

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

3. RECOMMENDED ACTION

Approve.

4. ATTACHMENTS

- None

Agenda Item

Orange City Council

Item #: 3.1. 4/28/2026 **File #:** 26-0162

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THRU: **Jarad Hildenbrand, City Manager**

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3. RECOMMENDED ACTION

Approve.

4. ATTACHMENTS

- None

Agenda Item

Orange City Council

Item #: 3.2. 4/28/2026 **File #:** 26-0067

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Alan Velasco, Fire Chief**

1. SUBJECT

Agreement with County of Orange for the Transfer of Property or Funds for Fiscal Year 2023 Homeland Security Grant Program Purposes

2. SUMMARY

The City of Orange has been awarded Fiscal Year 2023 Homeland Security Grant Program resources through the County of Orange, acting as the lead agency for the Orange County Operational Area. Approval of this agreement allows the County of Orange to transfer grant-funded equipment, technology, services, or funds to the City of Orange to enhance emergency preparedness and homeland security capabilities consistent with approved grant objectives.

3. RECOMMENDED ACTION

Approve the agreement with County of Orange for the transfer of property or funds for Fiscal Year 2023 Homeland Security Grant Program purposes; 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

Objective1.7: Enhance Emergency Preparedness Education & Awareness

6. DISCUSSION AND BACKGROUND

The County of Orange, acting through its Sheriff-Coroner Department, serves as the lead agency for the Orange County Operational Area and is responsible for administering the Fiscal Year 2023 Homeland Security Grant Program on behalf of participating jurisdictions. The program is administered by the California Office of Emergency Services and is intended to enhance countywide emergency preparedness, coordination, and response capabilities.

Through this agreement, the City of Orange will receive an electronic fire extinguisher training system to support public education, fire safety training, and community preparedness activities. The electronic extinguisher allows residents and participants to practice proper fire extinguisher use in a controlled, reusable, and environmentally safe setting, without the discharge of live extinguishing

agents. This equipment will be used for public outreach events, fire prevention education, and training opportunities designed to improve community readiness and reduce fire-related risks.

Under the terms of the agreement, the County of Orange will transfer the grant-funded equipment to the City of Orange for approved homeland security and preparedness purposes. The City is responsible for maintaining the equipment throughout its useful life, ensuring it is available for mutual aid when appropriate, and complying with all applicable grant requirements, including reporting, audit, and record retention provisions. Approval of this agreement is required for the City to receive and utilize the electronic fire extinguisher training system as part of the Fiscal Year 2023 Homeland Security Grant Program.

7. ATTACHMENTS

- FY23 Homeland Security Grant Program Transfer Agreement

Agenda Item

Orange City Council

Item #: 3.2. 4/28/2026 **File #:** 26-0067

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Alan Velasco, Fire Chief**

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3. RECOMMENDED ACTION

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None.

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7. ATTACHMENTS

- FY23 Homeland Security Grant Program Transfer Agreement

AGREEMENT TO TRANSFER PROPERTY OR FUNDS

FOR 2023 HOMELAND SECURITY GRANT PROGRAM PURPOSES

THIS AGREEMENT is entered into this ___day of _____ 2026, which date is enumerated for purposes of reference only, by and between the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the_____, a municipal corporation, hereinafter referred to as "SUBRECIPIENT."

WHEREAS, COUNTY, acting through its Sheriff-Coroner Department, hereinafter referred to as SHERIFF, in its capacity as the lead agency for the Orange County Operational Area, has applied for, received, and accepted the 2023 Homeland Security Grant Program (hereinafter referred to as "the grant") from the California Office of Emergency Services ("Cal OES").

WHEREAS, the purpose of the Homeland Security Grant Program (HSGP) is to enhance county-wide emergency preparedness as outlined in the grant documents that are attached hereto as Attachments A (FY 23 CA Supplement to the Federal Notice of Funding Opportunity), B (FY 23 Homeland Security Grant Program Notice of Funding Opportunity), and C (FY 23 Homeland Security Grant Assurances), which are attached hereto and incorporated herein by reference. The terms of the grant require that COUNTY use certain grant funds to purchase equipment, technology, or services that will be transferred to SUBRECIPIENT to be used for grant purposes.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The COUNTY shall transfer to SUBRECIPIENT the equipment, technology, or services as specified in Attachment D (FY23 Equipment Release Document), which is attached hereto and incorporated herein by reference. Suppose the grant requires COUNTY to transfer to SUBRECIPIENT equipment, technology, or services that COUNTY has not yet acquired. In that case, COUNTY shall transfer said equipment, technology, or services to SUBRECIPIENT as soon after acquisition by COUNTY as is reasonably practicable.

2. If COUNTY transfers grant funds to SUBRECIPIENT, SUBRECIPIENT shall use said grant funds only to acquire equipment, technology, or services outlined in Attachment B hereto and/or to perform such other grant functions, if any, for which Attachments A, B, and C permit

SUBRECIPIENT to expend grant funds. SUBRECIPIENT shall provide COUNTY with a budget breakdown signed by the authorized agent. Throughout its useful life, SUBRECIPIENT shall use any equipment, technology, or services acquired with grant funds only for those purposes permitted under the terms of the grant and shall make it available for mutual aid response.

3. The SUBRECIPIENT shall exercise due care to preserve and safeguard grant property and equipment from damage or destruction and shall provide regular maintenance and repairs for said equipment as is necessary, to keep the said equipment continually in good working order. Such maintenance and servicing shall be the sole responsibility of the SUBRECIPIENT, who shall pay for material and labor costs for any maintenance and repair of the said equipment throughout the life of the said equipment.

4. SUBRECIPIENT shall assume all continuation costs of said equipment, technologies, and/or services, to include, but not limited to, upgrades, licenses, and renewals of said equipment, technologies, and/or services.

5. When original or replacement equipment acquired under HSGP becomes obsolete for program activities, SUBRECIPIENT shall notify COUNTY of such a condition. SUBRECIPIENT shall dispose of grant-funded equipment only in accordance with the instructions of the COUNTY or the agency from which COUNTY received the grant funds.

6. SUBRECIPIENT agrees to indemnify, defend, and save harmless COUNTY and the agency from which COUNTY received grant funds, and their elected and appointed officials, officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with SUBRECIPIENT'S use of grant-funded equipment, technology, or services and SUBRECIPIENT'S performance of this Agreement, including Attachments A, B, C, and D hereto, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by SUBRECIPIENT in the performance of this Agreement, including Attachments A, B, C, and D hereto.

7. By executing this Agreement, SUBRECIPIENT agrees to comply with and be fully bound by all applicable provisions of Attachments A, B, C, and D hereto. SUBRECIPIENT shall notify

COUNTY immediately upon discovery that it has not abided or no longer will abide by any applicable provision of Attachments A, B, C, and D hereto.

SUBRECIPIENT and COUNTY shall be subject to examination and audit by the California State Auditor with respect to this Agreement for a period of three years after the final payment hereunder.

9. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

10. SUBRECIPIENT may not assign this Agreement in whole or in part without the express written consent of COUNTY.

11. For a period of three years after the final payment hereunder or until all claims related to this Agreement are finally settled, whichever is later, SUBRECIPIENT shall preserve and maintain all documents, papers, and records relevant to the work performed or property or equipment acquired in accordance with this Agreement, including Attachments A, B, C, and D hereto. For the same time period, SUBRECIPIENT shall make said documents, papers, and records available to COUNTY and the agency from which COUNTY received grant funds or their duly authorized representative(s), for examination, copying, or mechanical reproduction on or off the premises of SUBRECIPIENT, upon request during usual working hours.

12. The SUBRECIPIENT shall provide to COUNTY all records and information requested by COUNTY for inclusion in quarterly reports and such other reports or records as COUNTY may be required to provide to the agency from which COUNTY received grant funds or other persons or agencies.

13. COUNTY may terminate this Agreement and be relieved of the payment of any consideration to SUBRECIPIENT if a) SUBRECIPIENT fails to perform any of the covenants contained in this Agreement, including the applicable terms of Attachments A, B, C, and D hereto, at the time and in the manner herein provided, or b) COUNTY loses funding under the grant. In the event of termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.

14. SUBRECIPIENT and its agents and employees shall act in an independent capacity in the performance of this Agreement, including Attachments A, B, C, and D hereto. They shall not be considered officers, agents, or employees of COUNTY or Sheriff or of the agency from which COUNTY received grant funds.

15. By signing this Agreement, SUBRECIPIENT understands and agrees that: a) Failure to follow grant guidance will result in ineligibility for any reimbursement under the FY2023 HSGP, and b) Only these expenditures detailed explicitly in the Financial Management Forms Workbook are approved for funding; any changes must be pre-approved by the California Office of Emergency Services.

IN WITNESS WHEREOF, the parties have executed this Agreement in the County of Orange, State of California.

Dated: 3/5, 2026

COUNTY OF ORANGE, a political subdivision of the State of California

By: _____
Sheriff-Coroner

APPROVED AS TO FORM:

COUNTY COUNSEL

DocuSigned by:
By: Wendy Phillips
Wendy J. Phillips, Senior Deputy
Office of Orange County Counsel

Dated: 10/15/2025

SUBGRANTEE:
CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater, Mayor

Dated: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

_____
Nathalie Adourian, City Attorney √ X

Dated: _____

Dated: _____

Agenda Item

Orange City Council

Item #: 3.3. 4/28/2026 **File #:** 26-0111

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

FROM: **Jarad Hildenbrand, City Manager**

1. SUBJECT
Agreement with the County of Orange for animal care, control, and shelter services

2. SUMMARY
The City of Orange has contracted with the County of Orange for animal care, control, and shelter services since 1976. The City of Orange approved the most recent agreement with the County of Orange in 2016 for a ten-year term. The ten-year agreement will expire on May 30, 2026. The proposed agreement incorporates new terms and extends animal care and control services for an additional five years.

3. RECOMMENDED ACTION
Approve the agreement with the County of Orange for animal care, control, and shelter services for a five-year term with first year totaling $1,828,025 ; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT
The estimated expense for this agreement in Fiscal Year 2026-2027 is $1,828,025 and will be funded through the General Fund (100)

100-0000-56999 Other Repair/Maintenance Services

This agreement is for five years. The first year is projected to cost $1,828,025 but may be lower dependent on actual service volume and offsetting license fee revenue. Future installments will be requested in conjunction with the annual operating budget.

5. STRATEGIC PLAN GOALS
Goal 1: Maintain Strong Emergency and Safety Services.

Goal 2: Enhance Public Communication Strategy and Quality of Life.

6. DISCUSSION AND BACKGROUND
Background

The City of Orange (City) first entered into an agreement with the County of Orange (County) for animal care, control, and shelter services in 1976. The City approved the most recent agreement with the County in 2016 for a ten-year term ending May 30, 2026. Fourteen Orange County cities contract with the County for similar services. These cities include Anaheim, Cypress, Fullerton, Huntington

Beach, Lake Forest, Placentia, San Juan Capistrano, Brea, Fountain Valley, Santa Ana, Tustin, Yorba Linda, Villa Park, and Orange (Contract Cities).

To negotiate a new agreement with the County, the Orange County City Manager's Association (OCCMA) appointed five city managers to a subcommittee exclusively tasked with negotiating a new agreement on behalf of the Contract Cities. The cities represented on the OCCMA subcommittee included Fountain Valley, Lake Forest, Placentia, Yorba Linda, and Villa Park.

After settling on agreed terms, Orange County Animal Care (OCAC) staff presented the revised five-year master provision agreement (New Agreement) to the Orange County Board of Supervisors on February 24, 2026. The Orange County Board of Supervisors approved the New Agreement and authorized the OCAC director to execute individual New Agreements with each of the Contract Cities. As of this writing, several Contract Cities have approved their respective New Agreements with several others scheduled before the May 30, 2026, expiration date.

New Agreement Terms

Many OCAC services and operations will not change should the City Council approve the New Agreement. However, some of the key changes or additions include the following:

- Should the County decide to no longer use the OCAC facility in Tustin, the New Agreement details how a transition would proceed. Under this scenario, Contract Cities reserve the right to continue to lease the facility for shelter purposes at $1/year plus all operating costs, utility costs, maintenance, improvements, and any other costs incurred to operate the shelter.
- If a new city wishes to contract with OCAC, then the new city must pay for the shelter's expansion to accommodate the new city's service needs. If it is determined the new city will not trigger a shelter expansion, then the new city must pay 5% above its actual costs. This is a "fair share" provision since the original Contract Cities (including Orange) have helped service the new facility's construction debt for the past 10 years.
- If OCAC intends to incorporate any new service category, then OCAC must provide 12-month notice to the Contract Cities with the Contract Cities reserving the right to respectively opt-in or out of the proposed service addition.
- OCAC will modify its billing process to ensure more predictability since actual costs can fluctuate due to unanticipated events requiring greater OCAC services (e.g., animal hoarding cases). OCAC will bill in equal installments based on a city's Notice of Intent amount or actual utilization costs, whichever is greater. This will help alleviate a significant "true up" bill at the end of the year, thereby allowing cities to project its year-end expenditures more accurately.

Aside from the above changes, OCAC's services will continue in the new agreement. As proposed, OCAC's services to the Orange community include, but are not limited to:

- Emergency response service
- Patrol services
- Animal cruelty investigations
- Emergency transportation of injured animals

- Deceased animal disposal
- Response to requests from law enforcement for assistance
- Animal license issuance and renewals
- Veterinary services
- Rescue group coordination
- Public education and outreach services

OCAC Current and Projected Costs

OCAC Tustin Shelter - Final Payment

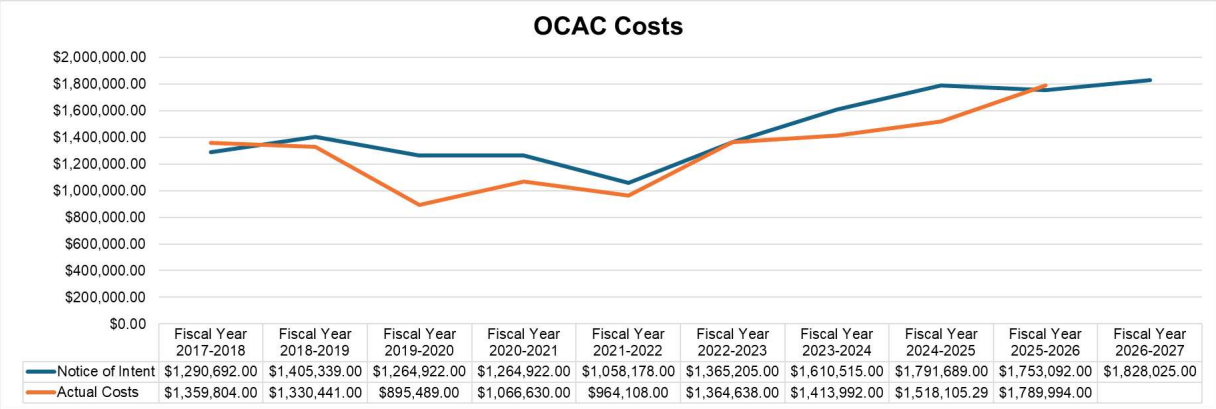
Under the current term, two parallel agreements have been in effect since May 2016 - the OCAC Services Agreement and the OCAC Shelter Participation agreement (Participation Agreement). The former focuses on the provision of animal care, control, and shelter services where the Participation Agreement codified the City's debt service obligation for the OCAC shelter in Tustin.

For Orange, this amount was $2.7 million with a less than one percent interest applied annually. Over the ten-year term, these annual payments ranged from $271,000 - $292,000. The City will be making its final debt service payment this year with no other payments scheduled or incorporated in the New Agreement.

OCAC Services Agreement Costs

Every year, OCAC provides the City with an annual estimate in the form of a Notice of Intent (NOI). Since entering the current OCAC agreement, the City's *actual* costs have generally come under the NOI (see Table 1 - OCAC Costs). Overall, OCAC costs have been based on the number of animal control and animal shelter services Orange received (minus license/fee revenue) in the previous fiscal year. The average cost increase since Fiscal Year 2017-2018 is 5%.

Table 1: OCAC Costs



	Fiscal Year 2017-2018	Fiscal Year 2018-2019	Fiscal Year 2019-2020	Fiscal Year 2020-2021	Fiscal Year 2021-2022	Fiscal Year 2022-2023	Fiscal Year 2023-2024	Fiscal Year 2024-2025	Fiscal Year 2025-2026	Fiscal Year 2026-2027
Notice of Intent	$1,290,692.00	$1,405,339.00	$1,264,922.00	$1,264,922.00	$1,058,178.00	$1,365,205.00	$1,610,515.00	$1,791,689.00	$1,753,092.00	$1,828,025.00
Actual Costs	$1,359,804.00	$1,330,441.00	$895,489.00	$1,066,630.00	$964,108.00	$1,364,638.00	$1,413,992.00	$1,518,105.29	$1,789,994.00	

However, for Fiscal Year 2026-2027, OCAC has modified its approach. For this year, the NOI was calculated by averaging the Contract Cities' net cost totals while incorporating the fee revenues from the last two fiscal years. With this in mind, the New Agreement's preliminary cost for Orange in Fiscal Year 2026-2027 is projected to be $1,828,025. This represents a 2% increase from the City's

estimated actual costs for Fiscal Year 2025-2026.

To help control costs going forward, the City may modify select fee categories pursuant to the consumer price index annually until full cost recovery is achieved. For reference, provided below is a summary of the adopted fee schedules for each of the Contract Cities. In general, Orange is on par with all the Contract Cities except for the sterilized dog, puppy, and sterilized dog (senior owner) fee categories. In those instances, Orange has the second highest fees behind Fullerton.

City	Unsterilized Dog	Sterilized Dog	Puppy: 4-6 months	Unsterilized Dog (Senior Owner: 60 Years and Up)	Sterilized Dog (Senior Owner: 60 Years and Up)	Late Fee	Unsterilized Cat	Sterilized Cat	Replacement Tag	Transfer Fee
Anaheim	$159.00	$28.00	$28.00	$159.00	$14.00	$48.00	$9.00	$9.00	$9.00	$9.00
Brea	$159.00	$28.00	$28.00	$159.00	$14.00	$48.00	$9.00	$9.00	$9.00	$9.00
Cypress	$159.00	$28.00	$28.00	$159.00	$14.00	$48.00	$9.00	$9.00	$9.00	$9.00
Fountain Valley	$159.00	$28.00	$28.00	$159.00	$14.00	$48.00	$9.00	$9.00	$9.00	$9.00
Fullerton	$159.00	$51.00	$51.00	$159.00	$25.50	$48.00	$9.00	$9.00	$9.00	$9.00
Huntington Beach	$159.00	$28.00	$28.00	$159.00	$14.00	$48.00	$9.00	$9.00	$9.00	$9.00
Lake Forest	$159.00	$20.00	$20.00	$159.00	$10.00	$20.00	$9.00	$9.00	$9.00	$9.00
Placentia	$159.00	$28.00	$28.00	$159.00	$14.00	$48.00	$9.00	$9.00	$9.00	$9.00
San Juan Capistrano	$159.00	$28.00	$28.00	$159.00	$14.00	$48.00	$9.00	$9.00	$9.00	$9.00
Tustin	$159.00	$28.00	$28.00	$159.00	$14.00	$48.00	$9.00	$9.00	$9.00	$9.00
Villa Park	$159.00	$28.00	$28.00	$159.00	$14.00	$48.00	$9.00	$9.00	$9.00	$9.00
Orange	$159.00	$42.00	$42.00	$159.00	$21.00	$48.00	$9.00	$9.00	$9.00	$9.00

Cost Analysis

When evaluating Orange County's larger cities on a per capita basis, OCAC is generally on par with what other agencies are paying. For example, in looking at Orange County cities with over 100,000 in population and removing those cities already on contract with OCAC, the per capita costs range from $10-$14 per person. With a FY27 estimate of $1,828,025, and a population of roughly 139,000, Orange's per capita cost will be $13 per person, thereby falling within the range of Orange's neighboring cities with different service models. Additionally, in many of these cities, the city adopts a hybrid approach where full-time employees are hired for licensing and control services, and the city execute a contract a non-profit entity (e.g., humane society) for shelter services. Overall, by contracting this service to OCAC, the City avoids adding to its unfunded accrued liability, thereby lessening costs in the long run.

Service Analysis

Regarding service quality comparisons, the City of Lake Forest's decision to use BakerTilly (BT) as an objective third-party evaluator of two proposals is informative. Recently, Lake Forest received two proposals for animal control and care services. One was from OCAC and the other was from Mission Viejo Animal Services (MVAS). While BT's analysis focused on Lake Forest, the analysis also made general observations after visiting both locations and meeting with their respective staff members. BT recommended that Lake Forest stay with OCAC and concluded that while MVAS offers an enrichment-driven environment with advanced capabilities, *"OCAC is a high-capacity shelter with clean, organized facilities and positive volunteer engagement. It has strong sanitation, medical care, quarantine protocols, and customer service scores (83% to 91% would highly recommend). They operate in a transparent manner with public facing statistics on animal intakes and outcomes with a save rate of 83% (domestic dogs and cats) in 2025."*

BT's analysis then went on to describe OCAC's facility as *"clean, orderly, and appropriately designed to manage a large and diverse animal population with its role as a regional municipal shelter."*

Conclusion

OCAC provides comparatively cost effective and quality services with a state-of-the-art facility that the Orange community has helped fund for the past 10 years. OCAC staff meets regularly with the

Contract Cities and has been responsive and professional to City staff when concerns or issues arise. Therefore, in consideration of costs and service quality, staff recommend that the City Council continue the City's partnership with OCAC and approve New Agreement for a five-year term.

7. ATTACHMENTS

- Agreement for Provision of Orange County Animal Care Services
- Orange County Animal Care - Notice of Intent

Agenda Item

Orange City Council

Item #: 3.3. 4/28/2026 **File #:** 26-0111

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

FROM: **Jarad Hildenbrand, City Manager**

1. SUBJECT
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2. SUMMARY
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The estimated expense for this agreement in Fiscal Year 2026-2027 is $1,828,025 and will be funded through the General Fund (100)

100-0000-56999 Other Repair/Maintenance Services

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5. STRATEGIC PLAN GOALS
Goal 1: Maintain Strong Emergency and Safety Services.

Goal 2: Enhance Public Communication Strategy and Quality of Life.

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Beach, Lake Forest, Placentia, San Juan Capistrano, Brea, Fountain Valley, Santa Ana, Tustin, Yorba Linda, Villa Park, and Orange (Contract Cities).

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- Should the County decide to no longer use the OCAC facility in Tustin, the New Agreement details how a transition would proceed. Under this scenario, Contract Cities reserve the right to continue to lease the facility for shelter purposes at $1/year plus all operating costs, utility costs, maintenance, improvements, and any other costs incurred to operate the shelter.
- If a new city wishes to contract with OCAC, then the new city must pay for the shelter's expansion to accommodate the new city's service needs. If it is determined the new city will not trigger a shelter expansion, then the new city must pay 5% above its actual costs. This is a "fair share" provision since the original Contract Cities (including Orange) have helped service the new facility's construction debt for the past 10 years.
- If OCAC intends to incorporate any new service category, then OCAC must provide 12-month notice to the Contract Cities with the Contract Cities reserving the right to respectively opt-in or out of the proposed service addition.
- OCAC will modify its billing process to ensure more predictability since actual costs can fluctuate due to unanticipated events requiring greater OCAC services (e.g., animal hoarding cases). OCAC will bill in equal installments based on a city's Notice of Intent amount or actual utilization costs, whichever is greater. This will help alleviate a significant "true up" bill at the end of the year, thereby allowing cities to project its year-end expenditures more accurately.

Aside from the above changes, OCAC's services will continue in the new agreement. As proposed, OCAC's services to the Orange community include, but are not limited to:

- Emergency response service
- Patrol services
- Animal cruelty investigations
- Emergency transportation of injured animals

- Deceased animal disposal
- Response to requests from law enforcement for assistance
- Animal license issuance and renewals
- Veterinary services
- Rescue group coordination
- Public education and outreach services

OCAC Current and Projected Costs

OCAC Tustin Shelter - Final Payment

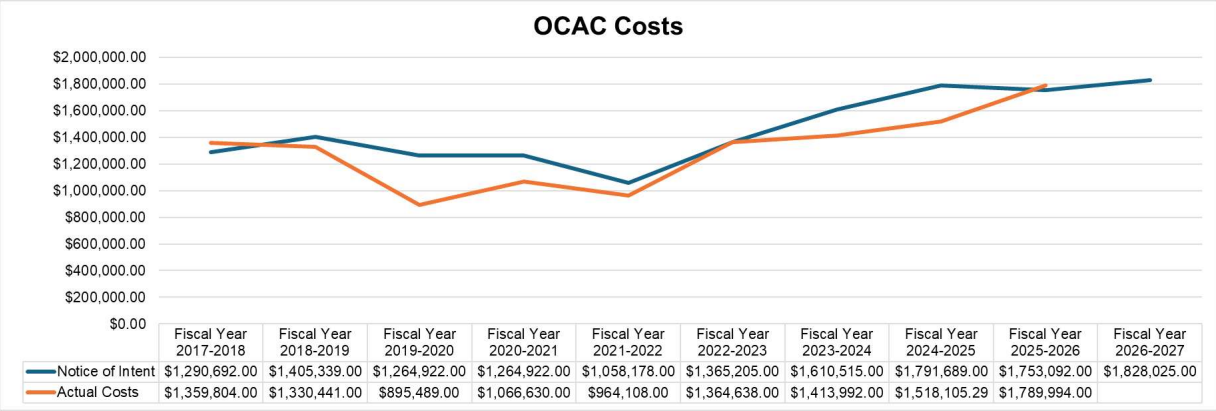
Under the current term, two parallel agreements have been in effect since May 2016 - the OCAC Services Agreement and the OCAC Shelter Participation agreement (Participation Agreement). The former focuses on the provision of animal care, control, and shelter services where the Participation Agreement codified the City's debt service obligation for the OCAC shelter in Tustin.

For Orange, this amount was $2.7 million with a less than one percent interest applied annually. Over the ten-year term, these annual payments ranged from $271,000 - $292,000. The City will be making its final debt service payment this year with no other payments scheduled or incorporated in the New Agreement.

OCAC Services Agreement Costs

Every year, OCAC provides the City with an annual estimate in the form of a Notice of Intent (NOI). Since entering the current OCAC agreement, the City's *actual* costs have generally come under the NOI (see Table 1 - OCAC Costs). Overall, OCAC costs have been based on the number of animal control and animal shelter services Orange received (minus license/fee revenue) in the previous fiscal year. The average cost increase since Fiscal Year 2017-2018 is 5%.

Table 1: OCAC Costs



	Fiscal Year 2017-2018	Fiscal Year 2018-2019	Fiscal Year 2019-2020	Fiscal Year 2020-2021	Fiscal Year 2021-2022	Fiscal Year 2022-2023	Fiscal Year 2023-2024	Fiscal Year 2024-2025	Fiscal Year 2025-2026	Fiscal Year 2026-2027
Notice of Intent	$1,290,692.00	$1,405,339.00	$1,264,922.00	$1,264,922.00	$1,058,178.00	$1,365,205.00	$1,610,515.00	$1,791,689.00	$1,753,092.00	$1,828,025.00
Actual Costs	$1,359,804.00	$1,330,441.00	$895,489.00	$1,066,630.00	$964,108.00	$1,364,638.00	$1,413,992.00	$1,518,105.29	$1,789,994.00	

However, for Fiscal Year 2026-2027, OCAC has modified its approach. For this year, the NOI was calculated by averaging the Contract Cities' net cost totals while incorporating the fee revenues from the last two fiscal years. With this in mind, the New Agreement's preliminary cost for Orange in Fiscal Year 2026-2027 is projected to be $1,828,025. This represents a 2% increase from the City's

estimated actual costs for Fiscal Year 2025-2026.

To help control costs going forward, the City may modify select fee categories pursuant to the consumer price index annually until full cost recovery is achieved. For reference, provided below is a summary of the adopted fee schedules for each of the Contract Cities. In general, Orange is on par with all the Contract Cities except for the sterilized dog, puppy, and sterilized dog (senior owner) fee categories. In those instances, Orange has the second highest fees behind Fullerton.

City	Unsterilized Dog	Sterilized Dog	Puppy: 4-6 months	Unsterilized Dog (Senior Owner: 60 Years and Up)	Sterilized Dog (Senior Owner: 60 Years and Up)	Late Fee	Unsterilized Cat	Sterilized Cat	Replacement Tag	Transfer Fee
Anaheim	$159.00	$28.00	$28.00	$159.00	$14.00	$48.00	$9.00	$9.00	$9.00	$9.00
Brea	$159.00	$28.00	$28.00	$159.00	$14.00	$48.00	$9.00	$9.00	$9.00	$9.00
Cypress	$159.00	$28.00	$28.00	$159.00	$14.00	$48.00	$9.00	$9.00	$9.00	$9.00
Fountain Valley	$159.00	$28.00	$28.00	$159.00	$14.00	$48.00	$9.00	$9.00	$9.00	$9.00
Fullerton	$159.00	$51.00	$51.00	$159.00	$25.50	$48.00	$9.00	$9.00	$9.00	$9.00
Huntington Beach	$159.00	$28.00	$28.00	$159.00	$14.00	$48.00	$9.00	$9.00	$9.00	$9.00
Lake Forest	$159.00	$20.00	$20.00	$159.00	$10.00	$20.00	$9.00	$9.00	$9.00	$9.00
Placentia	$159.00	$28.00	$28.00	$159.00	$14.00	$48.00	$9.00	$9.00	$9.00	$9.00
San Juan Capistrano	$159.00	$28.00	$28.00	$159.00	$14.00	$48.00	$9.00	$9.00	$9.00	$9.00
Tustin	$159.00	$28.00	$28.00	$159.00	$14.00	$48.00	$9.00	$9.00	$9.00	$9.00
Villa Park	$159.00	$28.00	$28.00	$159.00	$14.00	$48.00	$9.00	$9.00	$9.00	$9.00
Orange	$159.00	$42.00	$42.00	$159.00	$21.00	$48.00	$9.00	$9.00	$9.00	$9.00

Cost Analysis

When evaluating Orange County's larger cities on a per capita basis, OCAC is generally on par with what other agencies are paying. For example, in looking at Orange County cities with over 100,000 in population and removing those cities already on contract with OCAC, the per capita costs range from $10-$14 per person. With a FY27 estimate of $1,828,025, and a population of roughly 139,000, Orange's per capita cost will be $13 per person, thereby falling within the range of Orange's neighboring cities with different service models. Additionally, in many of these cities, the city adopts a hybrid approach where full-time employees are hired for licensing and control services, and the city execute a contract a non-profit entity (e.g., humane society) for shelter services. Overall, by contracting this service to OCAC, the City avoids adding to its unfunded accrued liability, thereby lessening costs in the long run.

Service Analysis

Regarding service quality comparisons, the City of Lake Forest's decision to use BakerTilly (BT) as an objective third-party evaluator of two proposals is informative. Recently, Lake Forest received two proposals for animal control and care services. One was from OCAC and the other was from Mission Viejo Animal Services (MVAS). While BT's analysis focused on Lake Forest, the analysis also made general observations after visiting both locations and meeting with their respective staff members. BT recommended that Lake Forest stay with OCAC and concluded that while MVAS offers an enrichment-driven environment with advanced capabilities, *"OCAC is a high-capacity shelter with clean, organized facilities and positive volunteer engagement. It has strong sanitation, medical care, quarantine protocols, and customer service scores (83% to 91% would highly recommend). They operate in a transparent manner with public facing statistics on animal intakes and outcomes with a save rate of 83% (domestic dogs and cats) in 2025."*

BT's analysis then went on to describe OCAC's facility as *"clean, orderly, and appropriately designed to manage a large and diverse animal population with its role as a regional municipal shelter."*

Conclusion

OCAC provides comparatively cost effective and quality services with a state-of-the-art facility that the Orange community has helped fund for the past 10 years. OCAC staff meets regularly with the

Contract Cities and has been responsive and professional to City staff when concerns or issues arise. Therefore, in consideration of costs and service quality, staff recommend that the City Council continue the City's partnership with OCAC and approve New Agreement for a five-year term.

7. ATTACHMENTS

- Agreement for Provision of Orange County Animal Care Services
- Orange County Animal Care - Notice of Intent

AGREEMENT FOR PROVISION OF
OC ANIMAL CARE SERVICES
BETWEEN
COUNTY OF ORANGE
AND
CITY OF ORANGE
MAY 31, 2026 THROUGH MAY 30, 2031

THIS AGREEMENT entered into this 31st day of May, 2026, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE, a political subdivision of the State of California ("COUNTY") and the CITY OF ORANGE ("CITY"). This AGREEMENT shall be administered by County of Orange OC Community Resources ("ADMINISTRATOR"). COUNTY and CITY may be referred to individually as a "PARTY" and collectively as the "PARTIES."

W I T N E S S E T H:

WHEREAS, COUNTY owns, and through OC Animal Care operates, an animal care shelter facility at 1630 Victory Road, Tustin, California ("SHELTER"); and

WHEREAS, CITY wishes to contract with COUNTY for the provision of the Animal Care Services described herein; and

WHEREAS, COUNTY is willing and able to provide such services on the terms and conditions hereinafter set forth:

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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EXHIBIT B

Animal Care Notice of Intent ..... 1 Page

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REFERENCED CONTRACT PROVISIONS

Term: MAY 31, 2026 through MAY 30, 2031

Notices to COUNTY and CITY:

COUNTY: County of Orange
OC Community Resources
Director's Office
1770 North Broadway
Santa Ana, CA 92706-2642

and

County of Orange
OC Community Resources
OC Animal Care Director
1630 Victory Rd.
Tustin, CA 92782

CITY: Jack Morgan
Deputy City Manager
City of Orange
300 East Chapman Avenue
Orange, CA 92866

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I. ALTERATION OF TERMS

This AGREEMENT, together with Exhibit A and B, attached hereto and incorporated herein by reference, fully expresses all understanding of COUNTY and CITY with respect to the subject matter of this AGREEMENT, and shall constitute the total agreement between the PARTIES for these purposes. No addition to, or alteration of, the terms of this AGREEMENT, whether written or verbal, shall be valid unless made in writing and formally approved and executed by both COUNTY and CITY.

II. INDEMNIFICATION AND INSURANCE

A. CITY agrees to indemnify, defend and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands, including defense costs, or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CITY pursuant to this AGREEMENT. If judgment is entered against CITY and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CITY and COUNTY agree that liability will be apportioned as determined by the court. Neither PARTY shall request a jury apportionment.

B. COUNTY agrees to indemnify, defend and hold CITY, its elected and appointed officers, employees, agents, directors, members, shareholders and/or affiliates harmless from any claims, demands, including defense costs, or liability of any kind or nature, including but not limited to, personal injury or property damage, arising from or related to the services, products or other performance provided by COUNTY pursuant to this AGREEMENT. If judgment is entered against COUNTY and CITY by a court of competent jurisdiction because of the concurrent active negligence of CITY, COUNTY and CITY agree that liability will be apportioned as determined by the court. Neither PARTY shall request a jury apportionment.

C. Each PARTY agrees to provide the indemnifying PARTY with written notification of any claim related to services provided by either PARTY pursuant to this AGREEMENT within thirty (30) calendar days of notice thereof, and in the event the indemnifying PARTY is subsequently named party to the litigation, each PARTY shall cooperate with the indemnifying PARTY in its defense.

D. Without limiting CITY's indemnification, CITY warrants that it is self-insured or shall maintain in force at all times during the term of this AGREEMENT, the policy or policies of insurance covering its operations, placed with reputable insurance companies. Upon request by ADMINISTRATOR, CITY shall provide evidence of such insurance.

E. Without limiting COUNTY's indemnification, COUNTY warrants that it is self-insured or shall maintain in force at all times during the term of this AGREEMENT, the policy or policies of insurance covering its operations, placed with reputable insurance companies. Upon request by CITY, COUNTY shall provide evidence of such insurance.

III. NOTICES

A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements authorized or required by this AGREEMENT shall be effective:

1. When written and deposited in the United States mail, first class postage prepaid and addressed as specified on Page 3 of this AGREEMENT or otherwise directed by ADMINISTRATOR or CITY;

2. When FAXed, transmission confirmed;

3. When sent by electronic mail; or

4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other expedited delivery service.

B. Termination Notices shall be addressed as specified on Page 3 of this AGREEMENT or as otherwise directed by ADMINISTRATOR or CITY and shall be effective when FAXed, transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other expedited delivery service.

C. Each PARTY shall notify the other PARTY, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature, which may expose either PARTY to liability. Such occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any COUNTY property in possession of CITY.

D. For purposes of this AGREEMENT, any notice to be provided by COUNTY may be given by ADMINISTRATOR.

IV. SEVERABILITY

If a court of competent jurisdiction declares any provision of this AGREEMENT or application thereof to any person or circumstances to be invalid or if any provision of this AGREEMENT contravenes any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this AGREEMENT or the application thereof shall remain valid, and the remaining provisions of this AGREEMENT shall remain in full force and effect, and to that extent the provisions of this AGREEMENT are severable.

V. STATUS OF THE PARTIES

Each PARTY is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this AGREEMENT. Each PARTY is entirely responsible for compensating staff and consultants employed by that PARTY. This AGREEMENT shall not be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CITY or any of either PARTY's employees, agents, consultants, or subcontractors. Each PARTY assumes exclusively the responsibility for the acts of its employees, agents, consultants, or subcontractors as they relate to the services to be provided during

the course and scope of their employment. Each PARTY, its agents, employees, or subcontractors, shall not be entitled to any rights or privileges of the other PARTY's employees and shall not be considered in any manner to be employees of the other PARTY.

VI. TERM

A. The term of this AGREEMENT shall commence as specified on Page 3 of this AGREEMENT.

B. The term of this AGREEMENT shall be automatically renewed each July for twelve (12) additional months, for a period of five (5) years, provided no notice of termination has been given by either PARTY in accordance with the "TERMINATION" paragraph of this AGREEMENT.

VII. TERMINATION

A. COUNTY may terminate this AGREEMENT, without cause, upon twelve (12) months written notice to CITY or immediately upon default by the CITY of its obligations hereunder.

B Upon termination, both PARTIES shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting and accounting.

C.. The obligations of COUNTY or CITY under this AGREEMENT are contingent upon the provision of sufficient funding for the services hereunder in the applicable budgets approved by the Board of Supervisors and the CITY's City Council. In the event such funding is subsequently reduced or not appropriated, either PARTY may terminate this AGREEMENT upon thirty (30) calendar days written notice to the other PARTY. CITY acknowledges that the sharing of costs among the COUNTY and all contracting cities provides cost efficiencies and operational savings to COUNTY and each contracting city, and that COUNTY and each contracting city have entered into their services agreements in reliance on such shared costs and resulting savings. CITY further acknowledges that the withdrawal by CITY from the program would increase the financial burden of services on COUNTY and all remaining contracting cities, and acknowledges and agrees that it is the current intent of CITY to acquire Animal Care Services from the COUNTY pursuant to this AGREEMENT for a term of at least five (5) years, and that other cities acquiring services from the COUNTY are relying on CITY's stated intention and the sharing of costs with CITY in electing to acquire similar services. CITY acknowledges and agrees that this AGREEMENT is contingent upon other local cities entering into similar agreements with the COUNTY to provide Animal Care Services for a period of five (5) years, and that this AGREEMENT will not be effective until other cities enter into similar agreements with the COUNTY to provide an estimated annual aggregate of at least 75% of the dollar value of Animal Care Services provided to contract cities during the twelve months prior to execution of this AGREEMENT.

VIII. THIRD PARTY BENEFICIARY

Neither PARTY intends this AGREEMENT to create rights hereunder in any third parties including, but not limited to, any subcontractors or any clients provided services hereunder.

IX. WAIVER OF DEFAULT OR BREACH

Waiver of any default shall not be considered a waiver of any subsequent default. Waiver of any breach of any provision of this AGREEMENT shall not be considered a waiver of any subsequent breach. Waiver of any default or any breach shall not be considered a modification of the terms of this AGREEMENT.

X. USE OF SHELTER UPON DISCONTINUANCE OF USE BY COUNTY

A. The SHELTER, which is owned and operated by COUNTY, shall be used by COUNTY for the provision of services for contracting cities and COUNTY unincorporated areas, as needed, pursuant to the terms of current and future services agreements. In the event COUNTY elects to discontinue usage of the SHELTER for animal sheltering purposes prior to December 31, 2066, COUNTY shall offer to those CITIES then currently contracting with COUNTY, whose AGREEMENTS contain this provision, to receive services pursuant to a services agreement the opportunity to lease the SHELTER strictly for animal sheltering purposes until such date, at a costs of $1.00 per year plus all rental costs, if any, owed to South Orange County Community College District (SOCCCD) pursuant to the Ground Lease entered into between COUNTY and SOCCCD.

B. Each and every CITY exercising this option shall be responsible for all operational costs; utility costs; maintenance, alteration, repair, and improvement costs; and any other costs of sustaining and operating an animal shelter at the site and shall indemnify COUNTY for any costs or liabilities resulting from or relating to the site. Upon exercise of the option, the COUNTY and the optioning CITIES shall use best efforts to negotiate mutually agreeable terms for the resulting lease. If the PARTIES cannot agree to mutually agreeable terms within one hundred and eighty (180) days after the exercise of the option, the option will terminate. The option provided for in this subsection is exclusive to those CITIES described above and may only be exercised collectively by those CITIES that elect to exercise the option or, if only one CITY wishes to do so, by that single electing CITY. The option must be exercised, if at all, within one hundred and eighty (180) days after COUNTY notifies CITIES of its decision to discontinue use of the SHELTER for animal sheltering purposes. The option provided herein shall be contingent upon the ground lease not terminating by its terms prior to COUNTY obtaining fee hold possession of the site.

C. In the event COUNTY does not yet have fee hold possession of the site as of April 29, 2034, the expiration date of the ground lease, COUNTY shall, at least six months prior to that date, consult with those CITIES then contracting with COUNTY for SERVICES regarding proposed methods of accessing continued use of the site.

XI. PARTICIPATION OF NEW CITIES

A. After full execution of this AGREEMENT, cities not a PARTY to this AGREEMENT (either new cities or cities previously a PARTY to this AGREEMENT whose AGREEMENT has terminated) may be added to the COUNTY's Animal Care Services program at the discretion of and under terms deemed acceptable by the COUNTY. If such new or returning city requests to participate in the Animal Care Services program, and COUNTY elects to provide Animal Care Services to such city, such city will be required to pay all, or, if such expansion is necessitated by the participation of multiple new and/or returning cities, its pro rata portion, of the costs of any SHELTER expansion attributable to such city's anticipated use of the SHELTER. If the COUNTY determines, at its sole discretion, that no expansion is required to accommodate a new or returning city, said city or cities shall be required to pay, in addition to actual annual costs, 5% of its Notice of Intent (see Exhibit A, Section II.A) for shelter maintenance and repair which shall be used by COUNTY to defray the cost of capital projects for the current PARTIES to this Agreement whose contracts did not terminate. CITY payment of 5% above annual Notice of Intent shall be limited to the term of this AGREEMENT. For the sake of clarity and avoidance of misunderstanding, new or returning cities will not be offered the option to lease SHELTER facilities pursuant to the "USE OF SHELTER UPON DISCONTINUANCE OF USE BY COUNTY" paragraph of this AGREEMENT.

XII. GOVERNING LAW AND VENUE

This AGREEMENT has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this AGREEMENT, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the PARTIES hereto agree to and hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the PARTIES specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

XIII. ATTORNEY'S FEES

In any action or proceeding to enforce or interpret any provision of this AGREEMENT, or where any provision hereof is validly asserted as a defense, each PARTY shall bear its own attorney's fees, costs and expenses.

XIV. APPROPRIATIONS

During the term of this AGREEMENT, for each fiscal year, CITY shall make reasonable efforts to adopt all necessary budgets and make all necessary appropriations for all payments due hereunder. To the extent COUNTY has not terminated this AGREEMENT as provided hereunder, the CITY shall continue to make reasonable efforts to make all payments required hereunder.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT in the County of Orange, State of California.

CITY OF ORANGE

BY: _____ DATED: _____
Daniel R. Slater, CITY MAYOR

ATTEST:

BY: _____ DATED: _____
Pamela Coleman, CITY CLERK

APPROVED AS TO FORM:

BY: _____ DATED: _____
Nathalie Adourian,CITY ATTORNEY √

COUNTY OF ORANGE

BY: _____ DATED: _____

TITLE: _____

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

BY: _____ DATED: _____
DEPUTY

EXHIBIT A
TO AGREEMENT FOR PROVISION OF
OC ANIMAL CARE SERVICES
WITH
CITY OF ORANGE
MAY 31, 2026 THROUGH MAY 30, 2031

I. DEFINITIONS

A. "Actual Cost" means all COUNTY expenditures, including indirect charges, for providing Animal Care Services to CITY pursuant to this AGREEMENT.

B. "Animal Care Notice of Intent" means the document, signed by authorized representatives of COUNTY and CITY, which specifies all Animal Care Services COUNTY intends to provide to CITY, the estimated cost of the services, and the effective date.

C. "Animal Care Service(s)" means one or more service to be provided by COUNTY to CITY, as specified, by category, in Paragraph II.B. of Exhibit A to this AGREEMENT.

D. "Fee Revenue" means revenue collected by COUNTY for Animal Care Services provided by COUNTY to CITY pursuant to this AGREEMENT.

E. "Fiscal Year" means a twelve (12)-month period from July through June.

F. "Net Cost" means Actual Cost minus Fee Revenue.

G. "Service Details" mean the activities performed by COUNTY within an Animal Care Service category.

II. SERVICES TO BE PROVIDED BY COUNTY

A. ANIMAL CARE NOTICE OF INTENT

1. Annually, by March 1, CITY shall identify which of the Animal Care Services, specified below in subparagraph II.B. of Exhibit A to this AGREEMENT, CITY would like COUNTY to provide during the next Fiscal Year. CITY and COUNTY may agree to individualized levels of Service Details within the Animal Care Services selected. Requests for individualized levels of Service Details will only be considered by COUNTY if the resulting service level will not conflict with state or federal statutes and will not endanger public health.

2. Annually, by April 1, COUNTY shall prepare and send to CITY an Animal Care Notice of Intent which shall include, but not be limited to, a list of Animal Care Services, and individualized Service Details, if any, COUNTY agrees to provide, estimated costs for said services, and the start date for those services. COUNTY shall provide the Animal Care Services specified in the Animal Care Notice of Intent signed by both ADMINISTRATOR or designee, and an authorized representative of CITY.

3. Upon mutual AGREEMENT of CITY and COUNTY, COUNTY may prepare a new or

amended Animal Care Notice of Intent at any time, may change due dates specified in subparagraph II.A.1. and II.A.2. of Exhibit A to this AGREEMENT, and may modify the format of the Animal Care Notice of Intent attached to this AGREEMENT as Exhibit B.

B. ANIMAL CARE SERVICES – COUNTY provides the following seven (7) categories of Animal Care Services. COUNTY shall provide to CITY the Animal Care Services specified on the most current, Animal Care Notice of Intent for the Fiscal Year, signed in accordance with subparagraph II.A.2. of this Exhibit A to the AGREEMENT. Each category of service includes Service Details which may be added or changed by ADMINISTRATOR upon six (6) months prior notification to CITY. However, any new Service Level Details not required by law and which were not contemplated or included in the Animal Care Notice of Intent approved by the PARTIES and in place at the time of the proposed change(s) shall require twelve (12) months prior notice to CITY, and CITY may opt in of the New Service Level Details.

1. ANIMAL CONTROL SERVICES – Animal Control Services include, but are not limited to, emergency response service; patrolling; impounding of stray animals and of owner-released animals; animal cruelty investigations; animal bite investigations; citation issuance; field release to owner and impound fee collection for impounded animals; quarantine activities including home checks of animals involved in bites; site inspections required to comply with vicious dog ordinances; emergency transportation of injured, impounded animals to a veterinarian; impounding of deceased animals for disposal; responses to requests for assistance from law enforcement and CITY officials regarding suspected criminal activities or zoning violations related to animals; advice to residents regarding wildlife management or other animal concerns, not to include wildlife eradication or relocation services; injured wildlife pick-up; animal license issuance and renewal, fee collection and payment services; customer support regarding animal licensing; animal license billing; and delinquent animal license follow-up; assistance to residents regarding potentially dangerous and/or vicious animals; impound data entry; and impound animal photography.

2. ANIMAL CARE SPECIAL SERVICES

a. Animal Care Special Services include, but are not limited to animal license issuance and renewal; fee collection and payment services; customer support regarding animal licensing; animal license billing; delinquent animal license follow-up; digital canvassing to locate and license unlicensed animals; inspection of animal-related businesses in CITY jurisdiction in response to complaints and in accordance with COUNTY established inspection schedules; and when applicable, issuance of animal permits for private homes.

3. ANIMAL CARE SHELTER SERVICES

a. Animal Care Shelter Services for animals impounded by OC Animal Care include, but are not limited to, retention of impounded animals at COUNTY's Animal Care Shelter (Shelter), public display of animals to allow owner identification; contact of owners when animals are wearing identification; sale or release of impounded animals to residents; animal evaluation for adoption;

reasonable effort toward animal placement; public education; volunteer services; rescue group coordination; euthanasia and disposal of animals that are neither redeemed nor adopted; veterinary services and spay/neuter surgeries consistent with standards established by the California Veterinary Medical Board; and necropsies on animals that die under suspicious circumstances or at the request of law enforcement.

b. CITY may request additional retention days for healthy, non-aggressive impounded animals. Additional retention days will be offered to CITY upon written approval by COUNTY's OC Community Resources Director, or designee, on a space available basis only.

c. COUNTY agrees to maintain its Shelter in a humane manner, keep said premises in a clean condition at all times, and use humane methods of care.

d. No animals may be donated, sold or otherwise released for the purposes of experimentation, research or vivisection.

4. BARKING DOG COMPLAINT SERVICES – Barking Dog Compliant Services include, but are not limited to, receipt of barking dog complaints from residents, customer assistance regarding barking dog complaints, issuance of citations, and administrative hearings in response to complaints received by COUNTY for barking dogs within jurisdiction of CITY.

5. STANDARD LICENSING SERVICES – Standard Licensing Services include, but are not limited to, animal license issuance and renewal, fee collection and payment services; customer support regarding animal licensing; animal license billing; and delinquent animal license follow-up.

6. CITY LICENSE SERVICES

a. City License Services include, but are not limited to, issuance of CITY animal licenses at the time of adoption or redemption by owners. CITY shall provide CITY licensing tags to COUNTY. COUNTY shall provide quarterly licensing reports to CITY.

b. CITY shall make its best effort to provide updated animal licensing information to COUNTY.

7. ANIMAL IMPOUND SERVICES – Animal Impound Services include, but are not limited to, data entry of impound information for each live or deceased animal from CITY, impound animal photography for each live animal, owner notification of impounded animal, and posting of animal photographs on COUNTY website. COUNTY shall receive CITY animals at Shelter at times arranged by COUNTY.

C. COUNTY shall notify CITY of COUNTY's hours of operation for Animal Care Services. COUNTY may adjust hours of operation for Animal Care Services upon ninety (90) calendar days prior notification given to CITY.

D. Animals which are being retained for criminal prosecutions, except for violations of animal control regulations and/or ordinances pursuant to this AGREEMENT, are not to be construed as held pursuant to the services provided under this AGREEMENT; housing will be provided at the discretion of COUNTY and at COUNTY's usual and customary charges for such housing.

E. To facilitate the performance of services, COUNTY shall have full cooperation and assistance from CITY, its officers, agents and employees.

III. PAYMENTS

A. BASIS FOR PAYMENT

1. CITY shall pay COUNTY the Net Cost of providing Animal Care Services specified in Animal Care Notice of Intent for CITY signed in accordance with subparagraph II.A. CITY Net Costs may include services/supplies procured but not yet delivered within the Fiscal Year.

2. The methodology for determining CITY's Actual Cost of Animal Care Services shall be provided to CITY annually in accordance with the Reports paragraph of this AGREEMENT. CITY shall adopt Animal Care Services fees consistent with the most recent animal care services fees approved by the County of Orange Board of Supervisors (the "COUNTY FEES") which fee amounts will be charged for Animal Care Services within CITY's jurisdiction and shall be used in determining CITY's Actual Cost of Animal Care Services. If CITY wishes to adopt fees which are different from the COUNTY FEES, CITY shall notify COUNTY of the applicable fee amounts to be charged for Animal Care Services within CITY's jurisdiction (the "CITY FEES") and CITY FEES will be charged for Animal Care Services within CITY's jurisdiction and shall be used in determining CITY's Actual Cost of Animal Care Services.

3. COUNTY shall record and retain all Fee Revenue derived from providing Animal Care Services to CITY. CITY's Fee Revenue shall be credited to CITY's Actual Cost of Animal Care Services. COUNTY shall have all fee collection powers of CITY and shall receive full cooperation from CITY to enable efficient enforcement of fee collection.

B. PAYMENT SCHEDULE

1. Each Fiscal Year, CITY shall pay COUNTY in arrears for the Net Cost of Animal Care Services provided in accordance with the following payment schedule. Billings are due from COUNTY to CITY within thirty (30) calendar days following the three-month Period specified below.

Period	Billing Due	Payment Due
July 1 through September 30	October 30	November 25
October 1 through December 31	January 30	February 25
January 1 through March 31	April 30	May 25
April 1 through June 30	July 30	August 25

2. Because Actual Costs may fluctuate based on service utilization during a given billing period (e.g. a hoarding case), CITY shall be billed either in equal installments based on its Notice of Intent for that year, or based on actual utilization for the period, whichever is greater for the first three quarters of the year with the final, fourth quarter billed on actual utilization for the full year of services.

3. If payment is not received by COUNTY by the payment due date specified above in subparagraph III.B. of Exhibit A to this AGREEMENT, COUNTY may cease providing any further service under this AGREEMENT and may satisfy the indebtedness in any manner prescribed by law.

4. COUNTY may modify the payment schedule upon six (6) months written notification to CITY.

IV. CITY MANAGERS ASSOCIATION ANIMAL CARE COMMITTEE

A subcommittee of the Orange County City Managers Association representing all cities participating in OCAC services exists to facilitate communication between OCAC and the city managers and staff of participating cities regarding financial and operational matters of OCAC, including, but not limited to: the assessment of cost options for animal care services provided under the Services Agreements; supplemental services or financial requests which result in a change to a participating city's Actual Cost; consideration of new or adjusted fees; and other Service Details which may arise during the course of the AGREEMENT. COUNTY shall provide regular updates on operations to the City Managers Association Animal Care Committee and to a participating city upon request.

V. LAWS AND REGULATIONS

A. COUNTY shall comply with all applicable governmental laws, regulations, and requirements related to Animal Care Services, as they exist now or may be hereafter amended or changed and shall enforce federal and state statutes deemed applicable to CITY by COUNTY. Animal Care Services provided by COUNTY to CITY may be changed to comply with said laws, regulations, and requirements. ADMINISTRATOR will make its best efforts to notify CITY of changes that may impact Animal Care Services provided through this AGREEMENT.

B. For each Animal Care Service that COUNTY agrees to provide to CITY in an Animal Care Notice of Intent, CITY shall enact and maintain in full force and effect ordinances identical to COUNTY ordinances which apply to said service, including but not limited to, those related to fees. ADMINISTRATOR shall notify CITY of the deadline for adopting said ordinances. If COUNTY is unable to enforce an animal care ordinance because of the limitations of a CITY ordinance or failure of CITY to adopt identical ordinances related to an Animal Care Service, COUNTY may suspend provision of one or all Animal Care Services to CITY or may terminate this AGREEMENT. It is the sole responsibility of CITY to immediately notify COUNTY of any discrepancy between relevant ordinances maintained by CITY and those maintained by COUNTY.

D. If CITY wishes to maintain any relevant ordinance that is not consistent, on any point, with COUNTY ordinances, CITY shall immediately notify COUNTY of the discrepant ordinance. At the sole discretion of COUNTY, COUNTY may waive CITY enactment and maintenance of COUNTY animal care ordinances and may agree to enforce, and issue citations for violations pursuant to, the discrepant CITY ordinance. CITY acknowledges that individualized enforcement of unique CITY ordinances may result in increased costs to CITY.

E. CITY shall notify COUNTY of its intent to add, amend, or delete any CITY animal care ordinance at least ninety (90) calendar days in advance of its addition, amendment, or deletion.

F. CITY may request that specific ordinances adopted by CITY not be enforced in CITY by COUNTY. Requests for exclusion must be submitted in writing and received by COUNTY ninety (90) calendar days prior to the requested exclusion. Requests for exclusion will only be considered by COUNTY if they are not in conflict with state statutes and do not endanger public health. COUNTY shall notify CITY, in writing, of COUNTY's decision regarding the requested exclusion.

G. COUNTY's OC Community Resources Director, or designee, may provide assistance to CITY in defining the manner in which enforcement of a new or amended animal care ordinance would be provided by COUNTY. Requests for assistance must be made in writing and received by COUNTY ninety (90) calendar days prior to the requested implementation of the service. If the cost of such service can be delineated and accommodated by COUNTY, COUNTY will send an amended Animal Care Notice of Intent to CITY which will include reference to the CITY ordinance.

H. CITY will reimburse COUNTY for ordinance enforcement, as specified in the "PAYMENTS" paragraph of this AGREEMENT.

VI. REPORTS

A. Each Fiscal Year, COUNTY shall provide to CITY written, quarterly reports of Animal Care Services revenue and expenses for each period specified below. Said reports will be due to CITY within thirty (30) calendar days of the month following the reporting period, in accordance with the schedule below:

Period	Reports Due
July 1 through September 30	October 30
October 1 through December 31	January 30
January 1 through March 31	April 30
April 1 through June 30	July 30

B. Each Fiscal Year, COUNTY shall provide the following Animal Care Services reports to CITY by July 30:

1. A payment methodology report for Animal Care Services to be provided by COUNTY during the next Fiscal Year and
2. A Fiscal Year intake and outcome report.

C. COUNTY may change the due dates for reports specified in subparagraphs VI.A. and VI.B. above upon six (6) months written notification to CITY.

D. No less than once every three (3) years, COUNTY shall engage an external auditor to review CITY billings.

VII. RECORDS

A. All records created or received by COUNTY in accordance with the performance of COUNTY services pursuant to this AGREEMENT are confidential. COUNTY agrees to keep said records in such form and manner as the Auditor-Controller of COUNTY shall specify. Said records shall be open for examination by CITY at all reasonable times.

B. Once each Fiscal Year, COUNTY shall deliver to CITY only the addresses of each CITY licensed animal upon demand without additional expense or cost to CITY. Any such information requested which is confidential pursuant to the terms of the Public Records Act shall be released to CITY pursuant to government code. Prior to each disclosure, CITY agrees to complete and return to COUNTY a "Confidentiality Agreement" on a form approved or provided by COUNTY. The PARTIES agree and understand that this procedure is required by the Public Records Act and necessitated to permit CITY to obtain the information required for its use, and to allow COUNTY to disclose said information. Upon receipt by COUNTY, the records requested may be released to the extent COUNTY is in possession of such records, and permitted by state law to disclose them voluntarily.

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EXHIBIT B
TO AGREEMENT FOR PROVISION OF
OC ANIMAL CARE SERVICES
WITH
CITY OF ORANGE
MAY 31, 2026 THROUGH MAY 30, 2031

ANIMAL CARE NOTICE OF INTENT

This Animal Care Notice of Intent specifies Animal Care Services to be provided to CITY by COUNTY for the Period: «NOI_START» through «NOI_END». COUNTY agrees to provide to the City of «COMPANY2» the following Animal Care Services beginning «NOI_EFFECTIVE»:

«SERVICE1»
«SERVICE2»
«SERVICE3»
«SERVICE4»
«SERVICE5»

The total estimated cost for Animal Care Services specified above is «TOTAL_COST_».

☒ This is a new Animal Care Notice of Intent for the Period indicated above.
☐ This is an Amendment to an existing Animal Care Notice of Intent for the Period indicated above.

Significant Changes Since the Previous Animal Care Notice of Intent:

_____

_____

_____

To the best of my knowledge, this notice specifies the Animal Care Services to be provided by COUNTY.

_____ _____
City of Orange Representative and Title Date

_____ _____
OC Animal Care Director Date

DYLAN WRIGHT
DIRECTOR
OC COMMUNITY RESOURCES

CYMANTHA ATKINSON
ASSISTANT DIRECTOR
OC COMMUNITY RESOURCES

JOANNE VEEDOR
DIRECTOR
ADMINISTRATIVE SERVICES

MONICA SCHMIDT
DIRECTOR
OC ANIMAL CARE

JULIA BIDWELL
DIRECTOR
OC HOUSING & COMMUNITY DEVELOPMENT

RENEE RAMIREZ
DIRECTOR
OC COMMUNITY SERVICES

PAM PASSOW
DIRECTOR
OC PARKS

JULIE QUILLMAN
COUNTY LIBRARIAN
OC PUBLIC LIBRARIES

OC Community Resources

April 1, 2026

City of Orange
Jack Morgan
300 E. Chapman
Orange, CA 92866

RE: OC Animal Care - Notice of Intent

Greetings:

Enclosed for your reference are three copies of the new Animal Care Notice of Intent (NOI). This notice includes a list of the Animal Care services that the County of Orange (County) intends to provide for your City during the upcoming fiscal-year, which spans from 07-01-26 through 06-30-27, at an estimated Net Cost of $1,828,025.

The methodology used for calculating this estimate is based on the average net cost totals paid by each jurisdiction for services provided and user fees collected during the last two full fiscal-years (07-01-23 to 06-30-25). The Net Cost estimate for the previous NOI was calculated based on the number of Animal Control and Animal Shelter services provided to your City, along with the amount of fee revenue collected, during the most recent 12 months (03-01-24 through 02-28-25). The update in methodology reflects an effort to provide an estimate that normalizes any atypical service volumes.

For fiscal-year 2026-27, the Net Cost estimate for all Contract Cities and the County has increased by 3.07% to $21,523,232. This is primarily due to salary increases approved by the County in labor negotiations with all unions and the continual need for OC Animal Care to fill critical positions in order to provide the high-quality services expected. While a total of 126 filled positions and 17 vacancies is projected for the upcoming fiscal-year, please note that number may be adjusted mid-year in order to meet the current demands for service. The increase is also caused by the rising cost of many essential Animal Care items, which include pharmaceuticals, feed, and general animal supplies.

As stated in the Agreement for Provision of OC Animal Care Services, each City shall be billed either in equal installments based on its Notice of Intent for that year, or based on actual utilization for the period, whichever is greater for the first three quarters of the year with the final, fourth quarter billed on actual utilization for the full year of services. Therefore, your City's actual Net Cost for the entire fiscal-year may be higher or lower than the estimate provided. Also, if any of the previous Contract Cities no longer request services from OC Animal Care or if any new Cities request services, the year-end estimate will be recalculated and an updated version will be provided.

Please review the enclosed NOI, obtain the signature of your City's authorized representative on all three copies, and return them to:

OC Animal Care
Attn: Joseph Powers
1630 Victory Road
Tustin, CA 92782

Once signed by the County, an executed original document will be returned to you.

Sincerely,
Joseph Powers
Budget Analyst

Enclosure

OC Animal Care
1630 VICTORY ROAD
TUSTIN, CA 92782
PHONE: 714-935-6848
FAX: 714-259-1094

EXHIBIT B
TO AGREEMENT FOR PROVISION OF
OC ANIMAL CARE SERVICES
WITH
CITY OF ORANGE
MAY 31, 2026 THROUGH MAY 30, 2031

ANIMAL CARE NOTICE OF INTENT

This Animal Care Notice of Intent specifies Animal Care Services to be provided to CITY by COUNTY for the Period: JULY 1, 2026, through JUNE 30, 2027. COUNTY agrees to provide to the City of ORANGE the following Animal Care Services beginning JULY 1, 2026:

Animal Control Services
Animal Care Special Services
Animal Care Shelter Services
Barking Dog Complaint Services

The total estimated cost for Animal Care Services specified above is $1,828,025.

☒ This is a new Animal Care Notice of Intent for the Period indicated above.
☐ This is an Amendment to an existing Animal Care Notice of Intent for the Period indicated above.

Significant Changes Since the Previous Animal Care Notice of Intent:

_____
_____
_____

To the best of my knowledge, this notice specifies the Animal Care Services to be provided by COUNTY.

_____ _____
City of ORANGE Representative and Title Date

_____ _____
OC Animal Care Director Date

Agenda Item

Orange City Council

Item #: 3.4. 4/28/2026 **File #:** 26-0196

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

THRU: **Jarad Hildenbrand, City Manager**

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

1. SUBJECT

Agreement with Joseph C. Truxaw and Associates, Inc. for land surveying services

2. SUMMARY

Land surveying services are required for the preparation of plans and specifications for the Annual Pipeline Renewal Project. Joseph C. Truxaw and Associates, Inc. is the top-ranked consultant among the firms that submitted proposals for these services.

3. RECOMMENDED ACTION

Approve the agreement with Joseph C. Truxaw and Associates, Inc. in the amount of $119,495 for land surveying services; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

The expense for this agreement is $119,495 and will be funded through Water (600):

600-5803-85103-255085 Pipeline Renewal Project

5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology.

6. DISCUSSION AND BACKGROUND

Existing water mains throughout the City are scheduled to be replaced as part of the Annual Pipeline Renewal Project. Land survey of the proposed project area is needed to develop construction plans and specifications. A Request for Proposal (RFP) for land surveying services was sent out to four surveying consultants on February 2, 2026. Two proposals were received from the following companies on the proposal due date of February 23, 2026. Proposals were reviewed based on the quality of submittal, key staff, qualifications, experience, and understanding of requested scope and methodology.

Company	**Amount**
1. Joseph C. Truxaw and Associates, Inc.	$119,495
2. Psomas	$306,695

Michael Baker International and Verticom Land Surveying were not responsive.

Joseph C. Truxaw and Associates, Inc. was selected as the top ranked consultant. They have successfully completed multiple land surveys for the City of Orange. Staff recommends that Joseph C. Truxaw and Associates, Inc. be awarded an agreement in the amount of $119,495 for the land surveying services. Work is scheduled to begin in May 2026 and is expected to be completed within 70 calendar days.

7. ATTACHMENTS

- Location Map
- Professional Services Agreement with Joseph C. Truxaw and Associates, Inc.

Agenda Item

Orange City Council

Item #: 3.4. 4/28/2026 **File #:** 26-0196

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7. ATTACHMENTS

- Location Map
- Professional Services Agreement with Joseph C. Truxaw and Associates, Inc.

LEGEND

PROJECT LIMITS

E WALNUT AVE

N RANCHO SANTIAGO BLVD

E RYALS LN

N RENEE ST

E CENTER AVE

E CHAPMAN AVE

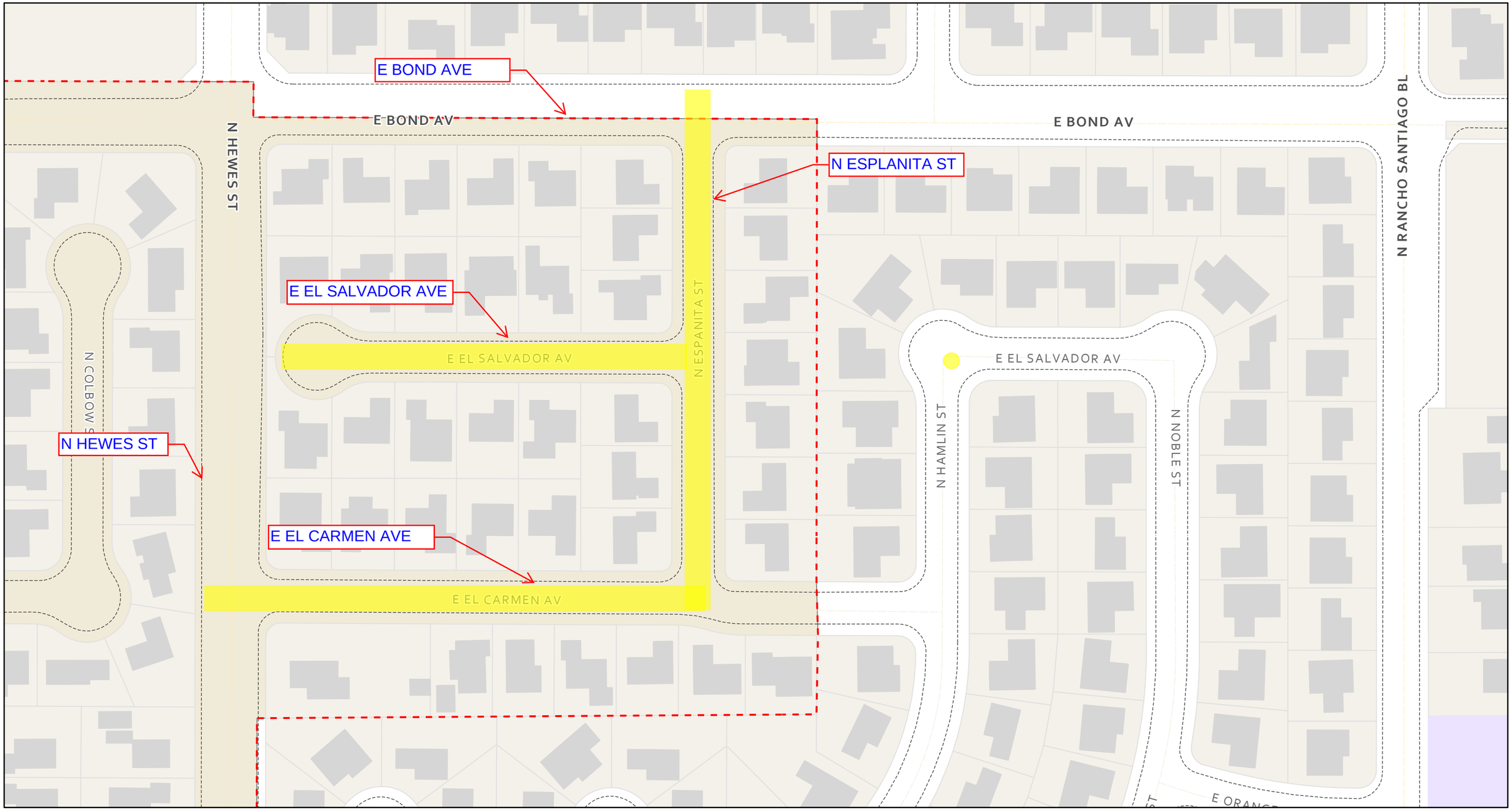
NOTE: Recent data updates may not be reflected on this map at the time of printing, use at your discretion. No part of this map shall be reproduced for commercial purposes.

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Date Exported: 1/26/2026

Credits: City of Orange (2026)



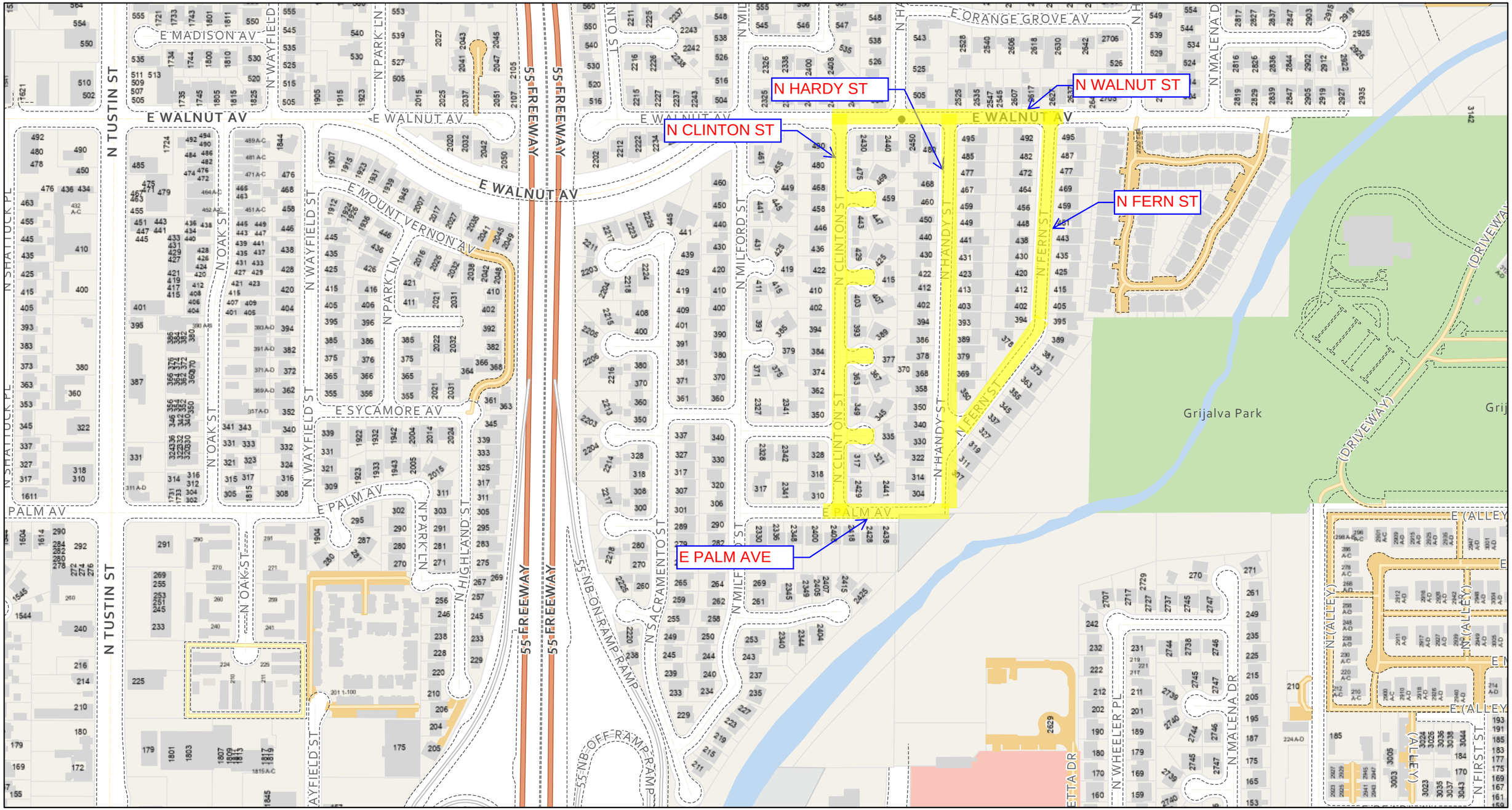
NOTE: Recent data updates may not be reflected on this map at the time of printing, use at your discretion. No part of this map shall be reproduced for commercial purposes.

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Date Exported: 1/26/2026

Credits: City of Orange (2026)



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

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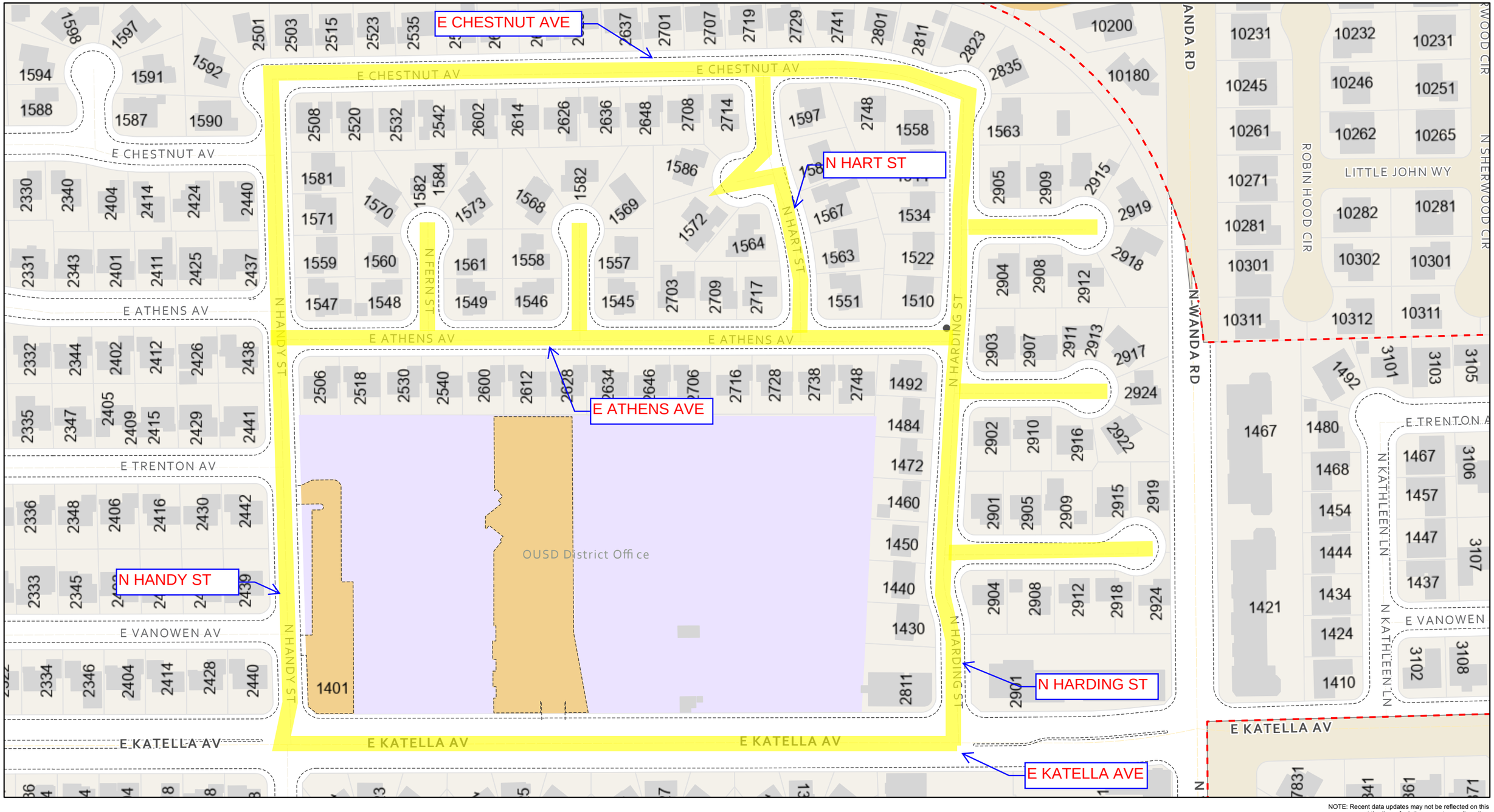
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Date Exported: 2/3/2026

Credits: City of Orange (2026)

CITY OF ORANGE

Orange Water Systems



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

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Date Exported: 2/3/2026

Credits: City of Orange (2026)

PROFESSIONAL SERVICES AGREEMENT
[Land Surveying Services]

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made at Orange, California, on this _____ day of _____, 2026 (the "Effective Date") by and between the CITY OF ORANGE, a municipal corporation ("City"), and JOSEPH C. TRUXAW AND ASSOCIATES, INC., a California corporation ("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 providing 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.

Jonathan Smith, Assistant 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 ONE HUNDRED NINETEEN THOUSAND FOUR HUNDRED NINETY-FIVE DOLLARS and 00/100 ($119,495.00) 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.

3. Payment.

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

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

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

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. **Reserved**.

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

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

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

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

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

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

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

17. **Indemnity**.

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

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

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

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

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. <u>Insurance</u>.

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

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

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

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

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

insurance that is provided as part of the general or automobile liability minimums set forth herein shall be maintained for the duration of the Agreement.

f. **Reserved**.

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

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

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

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

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

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

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

provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement, unless termination by City shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

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

21. Compliance with all Laws/Immigration Laws.

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

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

c. Contractor represents and warrants that it:

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

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

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

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

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

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

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

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

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

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

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

24. **Notice**. Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class U.S. mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of

same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

"CONTRACTOR"	"CITY"
Joseph C. Truxaw and Associates, Inc. 1915 W. Orangewood Ave, Suite 101 Orange, CA 92868 Attn.: Craig Di Bias	City of Orange 300 E. Chapman Avenue Orange, CA 92866-1591 Attn.: Sonny Tran
Telephone: (714) 935-0265 E-Mail: craigdibias@truxaw.com	Telephone: (714) 288-2475 E-Mail: stran@cityoforange.org

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

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

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

"CONTRACTOR"	**"CITY"**
JOSEPH C. TRUXAW AND ASSOCIATES, INC., a California corporation	CITY OF ORANGE, a municipal corporation
*By: _____ Printed Name: Craig Di Biase Title: President	By: _____ Daniel R. Slater, Mayor
*By: _____ Printed Name: Patricia Falker Title: Vice President	ATTEST: _____ Pamela Coleman, City Clerk
	APPROVED AS TO FORM: _____ Nathalie Adourian, 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.**

√

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

"CONTRACTOR"	**"CITY"**
JOSEPH C. TRUXAW AND ASSOCIATES, INC., a California corporation	CITY OF ORANGE, a municipal corporation
*By:_____ Printed Name:_____ Title:_____	By:_____ Daniel R. Slater, Mayor
*By:_____ Printed Name:_____ Title:_____	ATTEST: _____ Pamela Coleman, City Clerk
	APPROVED AS TO FORM: _____ Nathalie Adourian, City Attorney

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

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

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

√ X

EXHIBIT "A"

SCOPE OF SERVICES

[Beneath this sheet.]

PROPOSAL
FOR
2026 ANNUAL PIPELINE RENEWAL PROJECT

Submitted to:

City of Orange, Water Division
Jonathan Smith, Assistant Engineer
189 S. Water Street
Orange CA, 92866
(714) 288-2486

Submitted by:

Joseph C. Truxaw and Associates, Inc.
Craig Di Bias, PE, QSD/P, President
1915 W. Orangewood Avenue, Suite 101
Orange CA, 92868
(714) 935-0265

February 23, 2026

Joseph C. Truxaw and Associates, Inc.
Civil Engineers and Land Surveyors
1915 W. Orangewood Ave., Suite 101
Orange, CA 92868 (714) 935-0265
www.truxaw.com

February 23, 2026

Jonathan Smith, Assistant Engineer
City of Orange Public Works Department - Water Division
189 S. Water Street
Orange, CA 92866

RE: 2026 Annual Pipeline Renewal Project

Dear Jonathan,

Thank you for requesting this proposal for land surveying services. Joseph C. Truxaw and Associates, Inc. is uniquely qualified for this project because we have successfully provided land surveying services for the City of Orange and other local agencies for over 30 years.

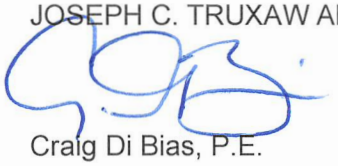
Company Availability & Commitment to Schedule
Truxaw has reviewed the scope of services and assigned qualified field, office, and management staff with previous experience on this type of project. Our firm is available to begin work as soon as we are notified to proceed. Furthermore, we are committed to meeting the project schedule in this proposal.

All Services by Truxaw & Associates
All services will be performed by owners and employees of Truxaw experienced with the services requested in the RFP. Therefore, the use of sub-consultants will not be necessary.

Compliance with City's Insurance Requirements
Copies of Truxaw's insurance certificates are on file at the City and they comply with the City's insurance requirements.

Truxaw and Associates are excited about this project, and we look forward to working with the City of Orange Water Division once again.

Sincerely,
JOSEPH C. TRUXAW AND ASSOCIATES, INC.



Craig Di Bias, P.E.
President

PROJECT OVERVIEW

The Water Division of Public Works plans to replace existing main water lines in the City's distribution system during the current fiscal year. Field surveys are needed for use by City staff to design the water improvements. The limits of the proposed survey, expanded from the original RFP by way of emailed information received from the City on February 3, 2026, include a total of approximately 18,000 linear feet of street at four (4) separate locations.

SCOPE OF SERVICES

Topographic Survey

Truxaw and Associates will perform research, topographic field surveys and prepare base plans with centerline profiles of the requested areas as shown on the attached survey limit exhibits. As stated in the Request for Proposal, the survey will be prepared as follows:

All surface topography within the project limits will be field surveyed and plotted in AutoCAD. The survey limits will generally extend from property line to property line with street segments generally beginning and ending at B.C.R.'s and typically will include the street intersections as shown on the attached survey limit exhibits.

Elevations will be obtained along all street centerlines, top of curb, B.C.R.'s, E.C.R.'s and any existing E.C.'s or B.C.'s. at 100-foot intervals. Elevations will be obtained at all sewer and storm drain manhole rims, water valve covers and catch basin inverts. Survey points will be separated by layer such that centerline, top of curb, utility and other features can be selectively turned off.

Survey horizontal control will be tied to California State Plane Coordinate System, Zone VI referenced to the North American Datum of 1983 (NAD 83), 2011 adjustment (FIPS: 0406; WKID: 6426). Vertical control to be based on Orange County benchmark datum (NAVD 88).

Base plans will be prepared in AutoCAD format in US Feet / English units compatible with City software requirements at 20-scale with a vertical scale of 1" = 2' for centerline profiles and using the City of Orange symbols library unless otherwise approved by the City's project manager. Each street plan will be a separate layout of the submitted AutoCAD base drawing file. All street right-of-way and intersecting parcel property lines will be plotted from record information derived from available Assessor's Parcel Maps and subdivision maps of record. Address or Lot numbers will be indicated at each parcel. Centerline stationing will start at 10+00 for each street segment. The base plans will also show all underground utilities: water, sewer, gas, telephone, cable TV, electric and storm drain. Proof of contact with all appropriate utility agencies as well as copies of all received inventory maps will be provided to the City. It is understood that Water Atlas Maps showing water main size, material, and approximate location shall be available to the consultant free of charge upon request to the City. *It is worth noting that in our experience, the contact for cable TV, Charter, has been unresponsive to utility requests for an extended period of time.*

The completed base maps will be submitted in pdf format. First plan check will also include copies of all utility and map reference data used to plot right-of-way lines, property lines, and utility locations. All field notes will be included in one (1) pdf document which will include a table of contents, and divider tabs for each street. A drawing file index will be included for each street. All horizontal control and benchmark information shall be included with notes. Final electronic data will be submitted on USB drive. A hardcopy index of all file names and a brief description of each street/area shall be included. Spatial data (spatial, tabular, or

graphical), if any, that has been used to create figures, tables and/or analytical results will be delivered in GIS format. This will include File Geodatabase, Shape file, APRX.

All data will be delivered in NAD 1983 State Plane California VI FIPS 0406 (US Feet) coordinate system and units. All ArcGIS data APRX Web maps and layers will be documented with metadata to match the dataset. Minimum requirements for metadata shall include source, date of creation, key words, and a detailed description of what the purpose of the data is, a summary of its use and any other information that will assist with the future use of the data. Data fields will be descriptive and easily identifiable.

PROJECT TEAM

Truxaw & Associates has assembled the best team for this project, assigning management and staff with expertise and experience on the tasks required. The following personnel will be dedicated to this project from beginning to end.

Craig Di Bias, P.E., will serve as Project Manager and Principal-in-Charge for the duration of the project. Craig's 30 years of project management, civil engineering, and land surveying expertise in Orange County includes experience on City of Orange projects involving both surveying and design, including past pipeline renewal projects.

On this specific project Craig Di Bias will:

- Serve as the primary contact with the City of Orange
- Manage Truxaw's field and office staff
- Participate in conferences and meetings with City
- Review all work product before it leaves the Truxaw office
- Be available on a regular basis to address questions or comments from the City's Project Manager

Jerry Allen, P.L.S. will serve as the Project Surveyor. Jerry has over 34 years of professional land surveying and right-of-way experience, including review of legal descriptions written on behalf of private developments and submitted to local agencies for plan check. Jerry will direct the field surveyors and office staff calculating the property right-of-ways and street centerlines.

Daniel Rodriguez will serve as the Survey Coordinator. He will direct Truxaw's survey staff which includes Chad Hunt, Daren Martinez, Andrew Ruiz, and Dylan Cuyler. Chad, Daren, Andrew, and Dylan all have recent and relevant field experience on City of Orange Public Works surveys.

Kyle Lee will serve as the lead CAD Engineer for the duration of the project. Since joining Truxaw & Associates 9 years ago Kyle has worked with other Truxaw staff members to successfully complete numerous projects in the City of Orange. Kyle will perform AutoCAD drafting, utility plotting and coordinate other staff members to assist with the preparation of the base plans.

Lauren Martin will be in charge of collecting all record maps, utility maps, and assessor's maps necessary to plot the utilities, right-of-way, and property lines. Lauren has successfully completed these tasks on several City of Orange projects and dozens of other projects in Orange County. She has experience working with City staff to research and obtain utility, street, and record maps.

Joseph C. Truxaw & Associates, Inc.

Craig Di Bias, PE
President

Patricia Felker
Vice President

Randy Decker, PE
Vice President

Administrative Support

- **Lauren Martin**
  Project Coordinator/ Executive Administrator
- **Shannon Essig**
  Accounting Specialist
- **Jocelyne Medina**
  Administrative Assistant
- **Debbie Elmer**
  Marketing/ Human Resources

Land Surveying

- **Jerry Allen, PLS**
  Land Surveyor
- **Daniel Rodriguez**
  Survey Coordinator
- **Daren Martinez**
  Crew Chief
- **Chad Hunt**
  Crew Chief
- **Dylan Cuyler**
  Chainman/CAD Technician
- **Andrew Ruiz**
  Chainman

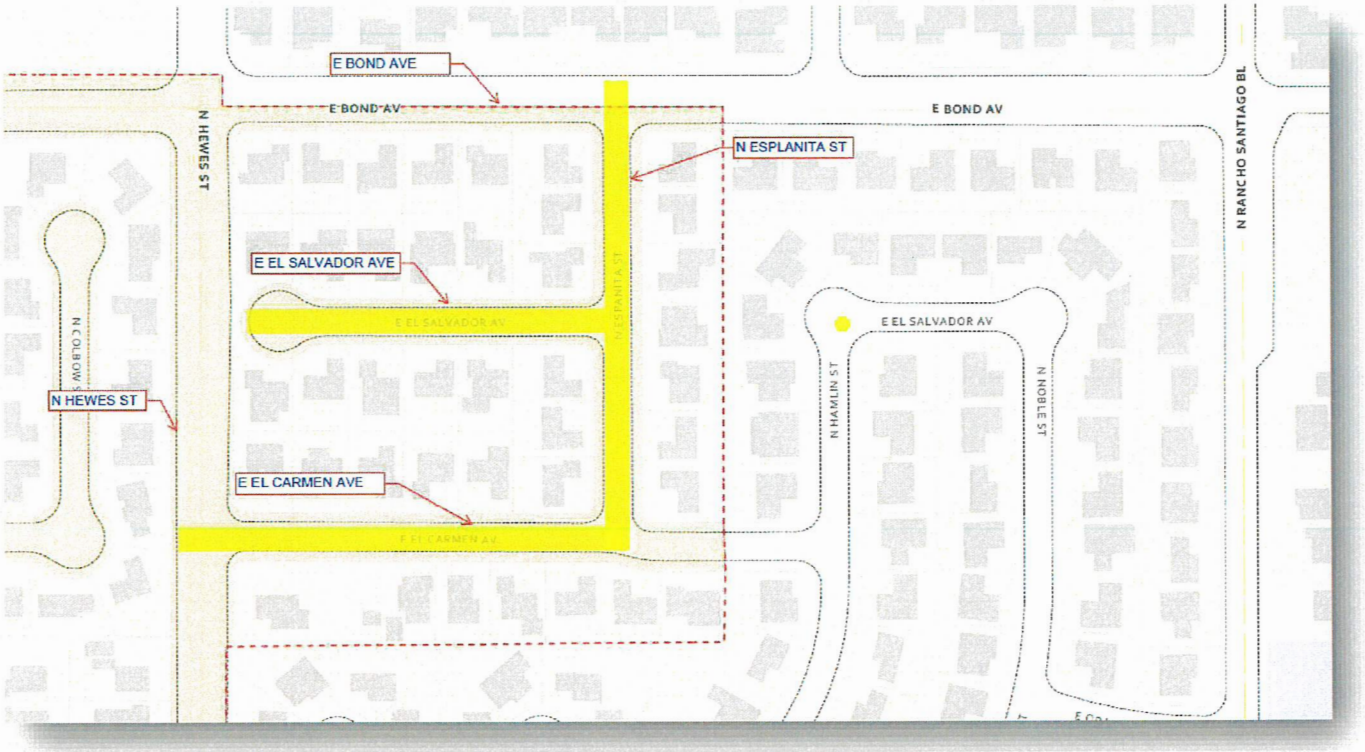
Civil Engineering

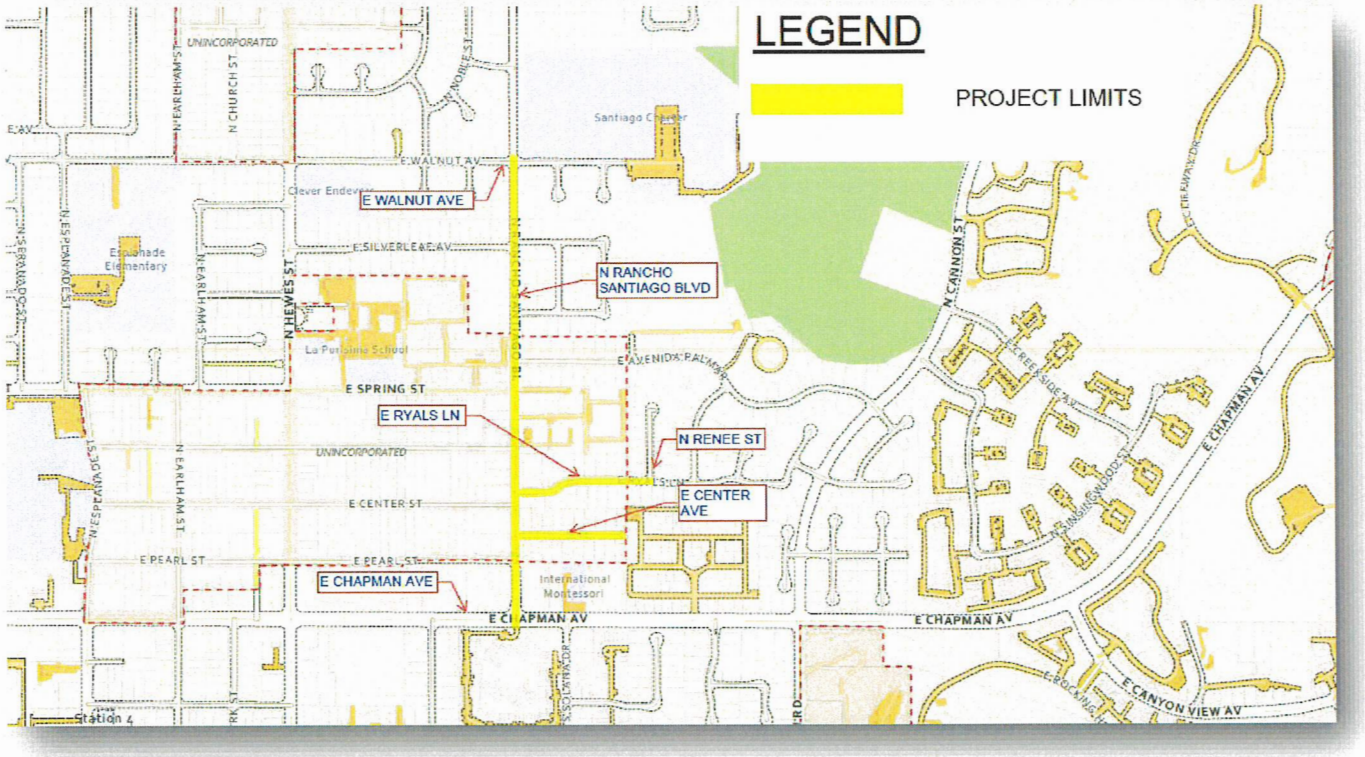
- **Stuart Moore, PE**
  Project Manager
- **Matt Ersek, PE**
  Project Manager
- **Steven Cruz, PE**
  Project Engineer
- **Karren Villaflor, EIT**
  Designer
- **Paul Tremonti, EIT**
  Designer

CADD

- **Steve Sianez**
  CADD Engineer
- **Kyle Lee**
  CADD Technician

SURVEY LIMITS





SURVEY LIMITS



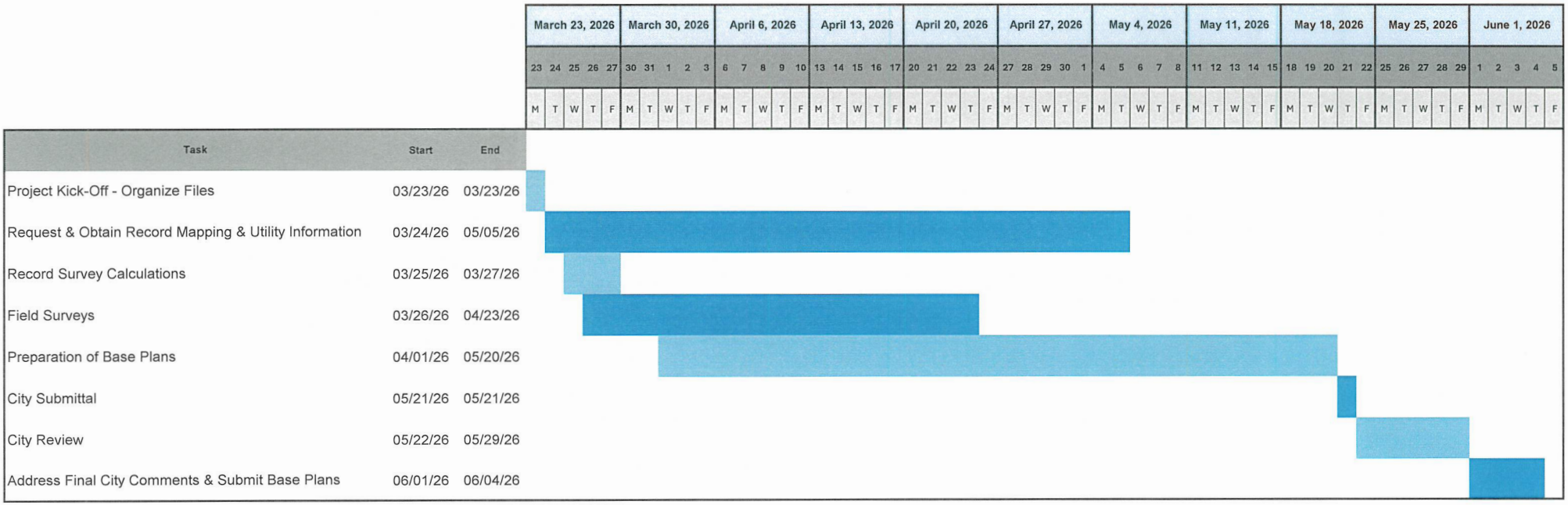
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1915 W. Orangewood Ave., Suite 101
Orange, CA 92868 (714) 935-0265
www.truxaw.com

2026 Annual Pipeline Renewal Project

Joseph C. Truxaw and Associates, Inc.

Project Start Date: March 23, 2026

Project End Date: June 4, 2026



Task	Start	End
Project Kick-Off - Organize Files	03/23/26	03/23/26
Request & Obtain Record Mapping & Utility Information	03/24/26	05/05/26
Record Survey Calculations	03/25/26	03/27/26
Field Surveys	03/26/26	04/23/26
Preparation of Base Plans	04/01/26	05/20/26
City Submittal	05/21/26	05/21/26
City Review	05/22/26	05/29/26
Address Final City Comments & Submit Base Plans	06/01/26	06/04/26

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COST PROPOSAL

ESTIMATED PROFESSIONAL FEES

Item Name	Estimated Fee ($)
Topographic Survey	116,995.00

MAPPING AND REPROGRAPHICS BUDGETS

County of Orange Survey Mapping	provided by County at no charge
Southern California Gas Company (4 areas)	$ 100.00
Southern California Electric (4 areas)	$ 400.00
AT&T – Telephone (4 areas)	$ 1,000.00
Spectrum Cable	provided by Spectrum at no charge
City Plans/Mapping	provided by City at no charge
In-House Reprographics (Plots, Copies, etc.)	$ 1,000.00
Total Mapping & Reprographics Budget	**$ 2,500.00**

FEE SCHEDULE

Principal	$190.00 per hour
Project Manager	$175.00 per hour
Engineer	$160.00 per hour
Surveyor	$160.00 per hour
Design Engineer	$145.00 per hour
CADD Specialist	$120.00 per hour
Survey Crew	$265.00 per hour
Survey Crew (Prevailing Wage)	$350.00 per hour
Survey Technician	$145.00 per hour
Project Coordinator	$120.00 per hour
Technical Assistant	$ 85.00 per hour

Agenda Item

Orange City Council

Item #: 3.5. 4/28/2026 **File #:** 26-0136

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

THRU: **Jarad Hildenbrand, City Manager**

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

1. SUBJECT

Agreement with the County of Orange for a Waste Infrastructure System Enterprise Agreement governing municipal solid waste disposal rates, terms, and services

2. SUMMARY

Approval of Waste Infrastructure System Enterprise Agreement for a ten-year term, effective July 1, 2026. This agreement will update Non-Contract Gate Rates and other charges and will provide a dedicated waste stream from local jurisdictions and sanitation districts at competitive rates while maintaining the County's Waste Infrastructure System.

3. RECOMMENDED ACTION

Approve the agreement with the County of Orange for municipal solid waste disposal rates, terms, and services; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 2: Enhance Economic Development and Achieve Fiscal Sustainability
Goal 3: Enhance Public Communication Strategy and Quality of Life

6. DISCUSSION AND BACKGROUND

The County of Orange (County), through Orange County Waste & Recycling (OCWR), operates a County-owned landfill system with three active landfills and approximately 20 inactive sites. Since 1997, the City of Orange and other local cities have partnered with the County through Waste Disposal Agreements (WDAs), which guarantee landfill capacity and discounted disposal rates to participating cities. The current WDA has been amended several times and is currently set to expire on June 30, 2026.

In response to the upcoming expiration of the current WDA, OCWR developed the successor Waste Infrastructure System Enterprise (WISE) Agreement.

The current WDA limits annual rate increases to CPI and does not account for rising operational, regulatory, and environmental compliance costs. In addition to routine costs, OCWR specified that

additional capital is needed to fund the Brea Olinda landfill closure and to significantly expand the San Juan Capistrano landfill's capacity over the 10-year term. To address these costs, OCWR's initial WISE proposal would have increased disposal rates from $43.76 per ton (FY 25-26 rate) to $82.00 in the first year and was projected to rise to nearly $107.00 by 2035.

The Orange County City Managers Association (OCCMA), representing cities, sanitary districts, and special districts that rely on the landfill system, coordinated a review of the proposed WISE Agreement and began negotiations in late 2024. In 2025, OCCMA secured a one-year extension of the WDA through June 30, 2026, allowing additional time to continue negotiations.

Through negotiations, OCCMA and OCWR agreed on a phased rate structure increase for the first three years of the agreement. Starting in FY 2029-30, the rate adjustments include a CPI increase only.

Fiscal Year	Contract Rate
2026-27	$67.00/ton
2027-28	$74.00/ton
2028-29	$81.00/ton
2029-30	$81.00/ton + CPI

The disposal costs contemplated under the WISE agreement are paid by the waste haulers as part of their solid waste services. Effective July 1, 2026, the increased disposal rates are expected to result in a 4.11% increase in monthly residential customer bills and a 9.5% increase in monthly commercial customer bills. These increases are in addition to any hauler-related service cost increases and in accordance with the terms of our Franchise Agreement with CR&R, and will be passed thru to the customer.

While the primary focus of the negotiations was tied to the disposal rate, OCCMA successfully negotiated the following key provisions:

- Beginning in 2030, an annual "true-up" process may freeze CPI adjustments depending on OCWR's cost recovery and tonnage revenue. Cities may initiate a 'meet and confer' process with review by an independent consultant.
- Inclusion of review and annual notification provisions to ensure continued OCCMA participation to improve transparency and oversight of OCWR's financial status and implementation of the WISE Agreement.
- Removal of language that would have made cities financially responsible for hauler non-payment.
- Adoption of a blended CPI index (60% Solid Waste, Water, and Sewer; 40% All Urban Consumers).
- Removal of the requirement that all residential organic waste be sent to OCWR; the County will offer optional organic waste processing services.

Cities must adopt the WISE Agreement by April 30, 2026, to avoid disposal rates that could be up to 10% higher. The 'Participation Threshold' for the WISE Agreement to become effective requires that cities that represent at least 50% of the disposal sent to the County landfills ratify the document. The

agreement is for 10 years, through June 30, 2036, with one optional 10-year extension.

The City of Orange will not be a participant in the County's optional Organic Recycling Program that was included as part of the WISE agreement process and will not be executing an optional Organic Services Agreement (OSA). The City's solid waste hauler operates its own organic waste processing facility which the City has been using as part of its solid waste services. CR&R's Anaerobic Digestion (AD) facility in Perris, CA, converts organic waste into renewable natural gas (RNG) and fertilizer. It handles over 300,000 tons of organic waste each year, producing RNG to power CR&R's collection fleet and nutrient-rich soil amendments for local agriculture.

7. ATTACHMENTS

- Agreement with Waste Infrastructure System Enterprise between the County of Orange and the City of Orange

Agenda Item

Orange City Council

Item #: 3.5. 4/28/2026 **File #:** 26-0136

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

THRU: **Jarad Hildenbrand, City Manager**

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

1. SUBJECT

Agreement with the County of Orange for a Waste Infrastructure System Enterprise Agreement governing municipal solid waste disposal rates, terms, and services

2. SUMMARY

Approval of Waste Infrastructure System Enterprise Agreement for a ten-year term, effective July 1, 2026. This agreement will update Non-Contract Gate Rates and other charges and will provide a dedicated waste stream from local jurisdictions and sanitation districts at competitive rates while maintaining the County's Waste Infrastructure System.

3. RECOMMENDED ACTION

Approve the agreement with the County of Orange for municipal solid waste disposal rates and services; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 2: Enhance Economic Development and Achieve Fiscal Sustainability
Goal 3: Enhance Public Communication Strategy and Quality of Life

6. DISCUSSION AND BACKGROUND

The County of Orange (County), through Orange County Waste & Recycling (OCWR), operates a County-owned landfill system with three active landfills and approximately 20 inactive sites. Since 1997, the City of Orange and other local cities have partnered with the County through Waste Disposal Agreements (WDAs), which guarantee landfill capacity and discounted disposal rates to participating cities. The current WDA has been amended several times and is currently set to expire on June 30, 2026.

In response to the upcoming expiration of the current WDA, OCWR developed the successor Waste Infrastructure System Enterprise (WISE) Agreement.

The current WDA limits annual rate increases to CPI and does not account for rising operational, regulatory, and environmental compliance costs. In addition to routine costs, OCWR specified that

additional capital is needed to fund the Brea Olinda landfill closure and to significantly expand the San Juan Capistrano landfill's capacity over the 10-year term. To address these costs, OCWR's initial WISE proposal would have increased disposal rates from $43.76 per ton (FY 25-26 rate) to $82.00 in the first year and was projected to rise to nearly $107.00 by 2035.

The Orange County City Managers Association (OCCMA), representing cities, sanitary districts, and special districts that rely on the landfill system, coordinated a review of the proposed WISE Agreement and began negotiations in late 2024. In 2025, OCCMA secured a one-year extension of the WDA through June 30, 2026, allowing additional time to continue negotiations.

Through negotiations, OCCMA and OCWR agreed on a phased rate structure increase for the first three years of the agreement. Starting in FY 2029-30, the rate adjustments include a CPI increase only.

Fiscal Year	Contract Rate
2026-27	$67.00/ton
2027-28	$74.00/ton
2028-29	$81.00/ton
2029-30	$81.00/ton + CPI

The disposal costs contemplated under the WISE agreement are paid by the waste haulers as part of their solid waste services. Effective July 1, 2026, the increased disposal rates are expected to result in a 4.11% increase in monthly residential customer bills and a 9.5% increase in monthly commercial customer bills. These increases are in addition to any hauler-related service cost increases and in accordance with the terms of our Franchise Agreement with CR&R, and will be passed thru to the customer.

While the primary focus of the negotiations was tied to the disposal rate, OCCMA successfully negotiated the following key provisions:

- Beginning in 2030, an annual "true-up" process may freeze CPI adjustments depending on OCWR's cost recovery and tonnage revenue. Cities may initiate a 'meet and confer' process with review by an independent consultant.
- Inclusion of review and annual notification provisions to ensure continued OCCMA participation to improve transparency and oversight of OCWR's financial status and implementation of the WISE Agreement.
- Removal of language that would have made cities financially responsible for hauler non-payment.
- Adoption of a blended CPI index (60% Solid Waste, Water, and Sewer; 40% All Urban Consumers).
- Removal of the requirement that all residential organic waste be sent to OCWR; the County will offer optional organic waste processing services.

Cities must adopt the WISE Agreement by April 30, 2026, to avoid disposal rates that could be up to 10% higher. The 'Participation Threshold' for the WISE Agreement to become effective requires that cities that represent at least 50% of the disposal sent to the County landfills ratify the document. The

agreement is for 10 years, through June 30, 2036, with one optional 10-year extension.

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7. ATTACHMENTS

- Agreement with Waste Infrastructure System Enterprise between the County of Orange and the City of Orange

WASTE INFRASTRUCTURE SYSTEM ENTERPRISE AGREEMENT
("WISE AGREEMENT")

Between

THE COUNTY OF ORANGE, CALIFORNIA

and
the

CITY OF ORANGE

Dated April 28, 2026

County Authorization Date:

City Authorization Date:

April 28, 2026

County Notice Address:

Director
OC Waste & Recycling
601 N. Ross Street 5th Floor
Santa Ana, CA 92701

City Notice Address:

City Manager
City of Orange
300 East Chapman Avenue
Orange CA 92866

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ORGANIC SERVICES AGREEMENT

WASTE INFRASTRUCTURE SYSTEM ENTERPRISE AGREEMENT

THIS WASTE INFRASTRUCTURE SYSTEM ENTERPRISE AGREEMENT ("WISE Agreement" or "Agreement" are used interchangeably) is made and dated as of the date indicated on the cover page hereof between the County of Orange, a political subdivision of the State of California (the "County"), and the city, special district, or sanitary district designated on the cover page of this Agreement (the "City"). County and City may hereinafter be referred to singularly as "Party" or collectively as "Parties.".

RECITALS

The County owns, manages and operates a Waste Infrastructure System to manage municipal and solid waste generated within the County of Orange or imported from outside the County pursuant to contractual agreements. The Waste Infrastructure System collectively includes active Class III sanitary landfills ("County Landfills"), resource recovery, recycling and organics programs, infrastructure and operations, closed landfills, and regional household hazardous waste collection centers and other waste management related systems as may be deemed necessary by the County.

The County is also responsible for the long-term management of twenty (20) closed landfills as required under Applicable Law.

County Landfills are used for the management of municipal solid waste pursuant to legislation including but not limited to the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code) (the "Act") and the Short-lived Climate Pollutants Reduction Act ("SB 1383"). County Landfills are also subject to other State and federal regulations designed to ensure that landfill operations minimize the impacts to public health and safety and the environment.

Pursuant to Resolution, the County established the Waste Management Enterprise Fund pursuant to Government Code §25261 to ensure that all costs associated with the operation and management of the Waste Infrastructure System are financed by charges imposed for services provided by the Department and are not funded by tax revenue or the County General Fund.

The City, in the exercise of its police power, its powers under the Act, and other Applicable Law, has entered into a franchise or other agreement with or issued permits or licenses to one or more private haulers for the collection, recycling, diversion and disposal of municipal solid waste generated within the City.

A significant portion of municipal solid waste generated within the City historically has been and currently is delivered by such hauler or haulers to the County for disposal in the Disposal System.

Since 1997, the City and the County have provided for the management of municipal solid waste through Waste Disposal Agreements ("WDAs"), wherein the County agreed to provide disposal capacity for waste generated in the City, and the City agreed to deliver or cause the delivery of waste generated in the City to the Disposal System, as more specifically set forth in, and subject to the terms and conditions of the WDAs.

Starting in approximately 2014, the Legislature of the State of California passed several pieces of legislation ("Organics Legislation") that require significant reductions in the disposal of Organic Waste. The purpose of the Organics Legislation is to mandate organics recycling and curtail the impacts of climate change by reducing greenhouse gas emissions such as methane. In this regard, the decomposition of organic material in the State's landfills was identified as a significant source of methane that could be reduced.

On April 23, 2019, the Orange County Board of Supervisors passed Resolution 19-031 to respond to the State's increasing landfill diversion requirements and identified the need for additional organic processing infrastructure in the County and directed the Department to develop additional organics recycling infrastructure to support the region in meeting State organic recycling mandates.

The County has developed an Organics Infrastructure that is comprised of organic processing facilities to receive and process Organic Waste to support the State's Organic Legislation goals, promote local recycling, assist local jurisdictions in meeting their organic diversion requirements and correspondingly conserve capacity in the

Disposal System and is offering interested Cities the option of participating in the County provided Organic Processing Services pursuant to a separate Organic Services Agreement ("OSA") as provided in Appendix 5.

In their effort to continue the concepts and purposes outlined in the WDAs and respond to Organics Legislation, the City and the County desire to enter into this Waste Infrastructure System Enterprise Agreement ("WISE Agreement" or "Agreement"), on the terms and conditions set forth herein. The County and City acknowledge that the currently operative WDA shall remain in full force and effect until its expiration or the WISE Agreement Commencement Date, whichever comes first.

The City has determined that the execution of this Agreement by the City will serve the public health, safety and welfare of the City by providing disposal rate stability, predictable and reliable long-term disposal service, and the continuation of sound environmental management.

The County has determined that the execution by the County of this Agreement will serve the public health, safety and welfare by providing a stable, predictable and reliable supply of municipal solid waste and the resulting service payment revenue to the Waste Infrastructure System, thereby enabling the County to plan, manage, operate and finance improvements to the Waste Infrastructure System on a prudent and sound long term, businesslike basis consistent with its legal and regulatory obligations to the State and Federal government.

Official action approving this Agreement and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the County on the County authorization date indicated on the cover page hereof.

Official action approving this Agreement and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the City on the City authorization date indicated on the cover page hereof.

It is, therefore, agreed as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATION

SECTION 1.1 DEFINITIONS. As used in this Agreement, the following terms shall have the meanings set forth below.

"Acceptable Waste" means all garbage, refuse, rubbish, Organic Waste and other materials and substances discarded or rejected as being spent, useless, worthless or in excess to the owners at the time of such discard or rejection and which are normally disposed of by or collected from residential (single family and multi-family), commercial, industrial, governmental and institutional establishments and which are acceptable at Class III landfills under Applicable Law.

"Act" means AB 939 the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code), as amended, supplemented, superseded and replaced from time to time.

"Agreement" means this Waste Infrastructure System Enterprise Agreement ("WISE Agreement") between the County and the City as the same may be amended or modified from time to time in accordance herewith.

"Appendix" means an appendix to this Agreement, as the same may be amended or modified from time to time in accordance with the terms hereof

"Applicable Law" means the Act, Organics Legislation, the Orange County Code of Ordinances, CERCLA, RCRA, CEQA, any Legal Entitlement and any federal or State rule, regulation, requirement, guideline, permit, action, determination or order of any Governmental Body having jurisdiction, applicable from time to time to the siting, design, permitting, acquisition, construction, equipping, financing, ownership, possession, operation or maintenance of the Waste Infrastructure System, and the transfer, handling, transportation and disposal of Acceptable Waste, Unacceptable Waste, or any other transaction or matter contemplated hereby (including any of the foregoing which concern health, safety, fire, environmental protection, mitigation monitoring plans and building codes).

"CalRecycle" means the California Department of Resources Recycling and Recovery, which is a branch of the California Environmental Protection Agency, and any agency, department or other Governmental Body which succeeds to the duties and powers thereof. CalRecycle oversees the State's waste management and waste reduction programs. CalRecycle was established in 2010 to replace the California Integrated Waste Management Board and is responsible for the enforcement of legislation and regulations and diversion requirements applicable to the Waste Infrastructure System.

"Capital Costs" means all costs of the Waste Infrastructure System that are classified as capital costs for purposes of the budget of the Department in accordance with procedures established by the County of Orange Auditor-Controller in compliance with the California State Controller's Manual, including but not limited to all of the categories of costs of the Waste Infrastructure System including but not limited to "Buildings and Improvements, and Infrastructure" (Object Code 4200), "Equipment" (Object Code 4000-4040) and "Intangible" (Object Code 4250-4299) in the County of Orange – Chart of Accounts, or any successor accounting or reporting system utilized by the County.

"CEQA" means the California Environmental Quality Act, codified in California Public Resources. Code Section 21000 *et seq*. as amended or superseded, and the regulations promulgated thereunder.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 *et seq*., as amended or superseded, and the regulations promulgated thereunder.

"Change in Law" means any of the following events or conditions which has a material and adverse effect on the performance by the parties of their respective obligations under this Agreement (except for payment obligations), or on the siting, design, permitting, acquisition, construction, equipping, financing, ownership, possession, operation or maintenance of the Waste Infrastructure System or other matters to which Applicable Law applies:

(1) the enactment, adoption, promulgation, issuance, material modification or written change in administrative or judicial interpretation on or after the Commencement Date of any Applicable Law (other than Applicable Law enacted by the County); or

(2) the order or judgment of any Governmental Body (other than the County), on or after the Commencement Date, to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of the County or of the City, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence; or

(3) the denial of an application for, delay in the review, issuance or renewal of, or suspension, termination, interruption, imposition of a new or more stringent condition in connection with the issuance, renewal or failure of issuance or renewal on or after the Commencement Date of any Legal Entitlement to the extent that such denial, delay, suspension, termination, interruption, imposition or failure materially and adversely interferes with the performance of this Agreement, if and to the extent that such denial, delay, suspension, termination, interruption, imposition or failure is not the result of willful or negligent action, error or omission or a lack of reasonable diligence of the County or of the City, whichever is asserting the occurrence of a Change in Law; provided, however that the contesting in good faith or the failure in good faith to contest any such denial, delay, suspension, termination, interruption, imposition or failure shall not be construed as such a willful or negligent action, error or omission or lack of reasonable diligence; or

(4) any new or revised requirements or fees relating to the funding or provision of Waste Infrastructure Services, including but not limited to, Integrated Waste Management Act Fees, Host Fees, regulations for disposal operations, organics processing and diversion, recycling initiatives or activities associated with the remediation, closure, funding or monitoring of closed landfills with respect to facilities comprising the Waste Infrastructure System, or facilities which the County previously utilized to provide waste disposal, transfer, recycling, processing or other waste related activities.

"City" means, as applicable, the City (general law, charter or other), Special District or Sanitary District designated on the cover page of this Agreement and party to this Agreement.

"City Acceptable Waste" means all Acceptable Waste which was originally discarded by the first generator thereof within the geographical limits of the City, and Residue from the foregoing wherever produced, whether within or outside the City (or Tonnage equivalencies of such Residues, as and to the extent provided in subsection 3.1(D) hereof).

"Consumer Price Index" or "CPI" means a blend of the following two indexes based on the following percentage of each: 60% of the CPI shall be comprised of the Consumer Price Index published by the Bureau of Labor Statistics for All Urban Consumers: Water and Sewer and Trash Collection Services in U.S. City Average (CUSR0000EHG); and, 40% of the CPI shall be comprised of the Consumer Price Index for All Urban Consumers, not seasonally adjusted, all items index (CPI-U) – All items in Los Angeles-Long Beach-Anaheim (CUURS49ASA0). In the event either of the forgoing indexes is no longer published during the term of this Agreement, such other index identified by the Bureau of Labor Statistics as a replacement or otherwise generally accepted as a replacement shall be used for purposes of this Agreement; and, in the absence thereof, the Orange County Board of Supervisors shall select an index that it determines most closely reflects the forgoing and best implements the intent of this Agreement.

"Commencement Date" means the date on which the obligations of the parties hereto commence, established as provided in Section 6.2(B) hereof.

"Contract Date" means the first date on which this Agreement has been executed by both parties hereto.

"Contract Rate" has the meaning specified in Section 4.2 hereof

"Contract Year" means the fiscal year commencing on July 1 in any year and ending on June 30 of the following year.

"Controllable Waste" means all City Acceptable Waste with respect to which the City has the legal or contractual ability to determine the disposal location therefor and which is:

(1) Non-Recycled City Acceptable Waste;

(2) not generated from the operations of the Governmental Bodies which, under Applicable Law, have the independent power to arrange for the disposal of the waste they generate; and

(3) collected and hauled by Franchise Haulers.

"County" means the County of Orange, a political subdivision of the State of California and party to this Agreement.

"County Landfills" means all active Class III sanitary landfills located within the County of Orange and operated by the Department. At the time of execution, County Landfills consist of the Olinda Alpha Landfill located in Brea, California, the Frank R. Bowerman Landfill located in Irvine, California, and the Prima Deshecha Landfill located in San Juan Capistrano, California. (Note: The current estimated closure date for the Olinda Alpha Landfill is 2036 as specified in its Solid Waste Facility Permit. Throughout the term of this Agreement, County reserves the right to reduce, continue, expand, or cease all operation at the Olinda Alpha Landfill at its sole discretion.)

"County Plan" means the integrated waste management plan of the County approved by CalRecycle pursuant to the Act as in effect from time to time.

"County Acceptable Waste" means Acceptable Waste generated in the County.

"County-wide Recycling Services" has the meaning set forth in subsection 3.7(A) hereof.

"Cumulative Tonnage Target" for any given Contract Year means the amount specified in Appendix 2 hereto with respect to such Contract Year.

"Department" means OC Waste & Recycling, and any agency, department or other Governmental Body which succeeds to the duties and powers thereof.

"Designated Facility" means the landfill or other County facility that the Department directs or assigns City Franchise Haulers to deliver City Acceptable Waste.

"Director" means the Director of OC Waste & Recycling.

"Disposal Services" means the solid waste disposal and other services to be provided by the County pursuant to the Service Covenant and as otherwise provided in this Agreement.

"Disposal System" means the Waste Infrastructure System which includes solid waste disposal operations at active landfills; Organics Infrastructure; regional Household Hazardous Waste Collection Centers; and other waste management related systems deemed necessary by the County, as well as services, such as post-closure maintenance and other activities, at closed landfills formerly operated by the County, as appropriate under Applicable Law.

"Environmental Fund" means the fund or funds held by the County to pay unanticipated costs of environmental mitigation, remediation or liability.

"Franchise Hauler" means any hauler or collector who provides Acceptable Waste collection services within the City pursuant to, or under authority granted by, a permit, contract, franchise or other agreement with the City. The term Franchise Hauler includes the City itself if Acceptable Waste collection and transportation services are provided directly by City operated municipal collection service.

"Full Cost Recovery" means all facets of Department costs and responsibilities including, but not limited to; operation, maintenance and management of the Waste Infrastructure System, labor and equipment, capital projects, environmental monitoring and mitigation, site closure, legal and regulatory compliance, long-term post-closure maintenance, remediation costs, planning for contingencies associated with the County's long-term liability and maintaining adequate financial reserves.

"Governmental Body" means any federal, State, county, city or regional legislative, executive, judicial or other governmental board, agency, authority, commission, administration, court or other body, or any officer thereof acting within the scope of his or her authority.

"Hazardous Material" or "Hazardous Substance" has the meaning given such term in CERCLA, the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health and Safety Code Section §78000 *et seq*.), and Titles 26 and 27 of the California Code of Regulations and other regulations promulgated thereunder.

"Hazardous Waste" means (a) any waste which by reason of its quality, concentration, composition or physical, chemical or infectious characteristics may do either of the following: cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness, or pose a substantial threat or potential hazard to human health or the environment, or any waste which is defined or regulated as a hazardous waste, toxic substance, hazardous chemical substance or mixture, or asbestos under Applicable Law, as amended from time to time including, but not limited to: (1) the Resource Conservation and Recovery Act and the regulations contained in 40 CFR Parts 260-281; (2) the Toxic Substances Control Act (15 U.S.C. Sections 2601 *et seq*.) and the regulations contained in 40 CFR Parts 761-766; (3) the California Health and Safety Code, Section 25117 (West 1992 & Supp. 1996); (4) the California Public Resources Code, Section 40141 (West 1996); and (5) future additional or substitute Applicable Law pertaining to the identification, treatment, storage or disposal of toxic substances or hazardous wastes; or (b) radioactive materials which are source, special nuclear or by-product material as defined by the Atomic Energy Act of 1954 (42 U.S.C. Section 2011 *et seq*.) and the regulations contained in 10 CFR Part 40. The terms Hazardous Waste, Hazardous Material or Hazardous Substance shall be used interchangeably in this Agreement when not referring to specific Applicable Law.

"Host Fee" means the amount paid pursuant to Cooperative Agreements, referred to in Section 1.2 (I) of this Agreement, to compensate the cities identified in Section 1.2(I) ("Host Cities") for costs or impacts incurred by Host Cities which might be associated with County Landfills due to their location within Host City boundaries, and not already substantially avoided or mitigated through the identification and adoption of Project Design Feature and Mitigation Measures.

"Imported Acceptable Waste" means Acceptable Waste that is generated outside of the geographical boundaries of the County and delivered to the Waste Infrastructure System.

"Importation Agreement" means an agreement between the County and any public or private entity for the delivery and acceptance of Imported Acceptable Waste pursuant to contract.

"Independent Haulers" means those waste collection/hauler companies primarily engaged as a principal business in the collection and transportation of municipal solid waste generated in the County of Orange which are not obligated to deliver County Acceptable Waste to the Waste Infrastructure System pursuant to a franchise, contract, permit or other authorization with a City in the County.

"Initial Term" has the meaning specified in Section 6.1(A) hereof.

"Legal Entitlement" means all permits, licenses, approvals, authorizations, consents and entitlements of whatever kind and however described which are required under Applicable Law to be obtained or maintained by any person with respect to the Waste Infrastructure System or the performance of any obligation under this Agreement or the matters covered hereby.

"Legal Proceeding" means every action, suit, litigation, arbitration, administrative or regulatory proceeding, and other legal or equitable proceeding having a bearing upon this Agreement.

"Loss-and-Expense" means any and all loss, liability, obligation, damage, delay, penalty, judgment, deposit, cost, expense, claim, demand, charge, tax, or expense, including all fees and costs.

"MRF Fines" mean undersized or pulverized material consisting of small fractions of waste that are created during the recycling process as Material Recovery Facilities.

"Net Import Revenues" has the meaning ascribed thereto in Section 3.6(F).

"Non-Recycled City Acceptable Waste" means all City Acceptable Waste other than Recycled City Acceptable Waste.

"OC Waste & Recycling Enterprise Fund" means the waste management enterprise fund established and managed by the County pursuant to Section 25261 of the Government Code separate from its other funds and accounts for receipts and disbursements in connection with the Waste Infrastructure System.

"Organics Infrastructure" means organic processing facilities designed to receive and process Organic Waste to support the State's Organic Legislation goals, promote local recycling, and/or assist local jurisdictions in meeting their organic diversion requirements which are utilized by interested Cities in connection with their participating in County-provided Organic Processing Services pursuant to a separate Organic Services Agreement.

"Organics Legislation" means organics recycling legislation including AB 1594, AB 1826, SB 1383 and any future legislation pertaining to the management and diversion of Organic Waste.

"Organics Processing Services" means the services provided by County to Cities that choose to enter into the Organic Services Agreement provided in Appendix 5.

"Organics Services Agreement" ("OSA") means that separate agreement (as provided in Appendix 5) between County and interested Cities, whereby the County agrees to provide Organic Processing Services to interested Cities pursuant to the terms of the OSA.

"Organic Waste" means solid wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges as defined in Title 14 of the California Code of Regulations, Section 18982(a)(46).

"Overdue Rate" means the maximum rate of interest permitted by the laws of the State, if applicable, or the prime rate established from time to time by the Bank of America, N.A. or its successors and assigns, plus 2%, whichever is lower.

"Participating City" means any City executing a WISE Agreement in accordance with Section 3.6(A) hereof and meeting all requisite conditions to the Commencement Date thereof.

"Participation Threshold" means the point at which the percentage of the County's Acceptable Waste attributable to Participating Cities which have executed and delivered Agreements shall exceed 50% percent (using the percentage rates attributed to such Participating Cities in Appendix 1).

"Posted Disposal Rate" means the per ton tipping fee charged by the County for the disposal of solid waste at the Disposal System by parties which are not entitled to disposal service at the Contract Rate pursuant to this Agreement or other contractual arrangement.

"Prohibited Medical Waste" means any medical or infectious waste prohibited or restricted under Applicable Law from being received by or disposed at the Disposal System.

"Qualified Household Hazardous Waste" means waste materials determined by local, State, and federal regulation to be:

(1) Of a nature that they must be listed as hazardous in State statutes and regulations;

(2) Toxic/ignitable/corrosive/reactive; and

(3) Carcinogenic/mutagenic/teratogenic;

which are discarded from households as opposed to businesses. Qualified Household Hazardous Waste shall not include Unacceptable Waste.

"Recycled City Acceptable Waste" means any otherwise Controllable Waste which is separated from Acceptable Waste by the generator thereof or by processing and which is "recycled" within the meaning of Section 40180 of the Public Resources Code.

"Renewal Term" has the meaning specified in Subsection 6.1(C) hereof.

"Residue" means any material remaining from the processing, by any means and to any extent, of City Acceptable Waste or Recycled City Acceptable Waste; provided, however, that Residue shall not include minimal amounts of material remaining after such processing (which minimal amounts shall in no event exceed 10% of the amount of such City Acceptable Waste or Recycled City Acceptable Waste prior to processing).

"Resource Conservation and Recovery Act" or "RCRA" means the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq*., as amended and superseded.

"Restricted Reserves" has the meaning specified in Section 4.5.

"Sanitary Districts" means the sanitary districts in the County formed pursuant to the Sanitary District Act of 1923, codified in California Health & Safety Code Section 6400 *et seq*., as amended, supplemented, superseded and replaced from time to time.

"Self-Hauled Waste" means City Acceptable Waste and City Acceptable Organic Waste collected and hauled by Self-Haulers.

"Self-Hauler" means any person not engaged commercially in waste haulage who collects and hauls Acceptable Waste generated from residential or business activities conducted by such person.

"Service Coordinator" means the service coordinator for either party designated pursuant to subsection 3.5(C) hereof.

"Service Covenant" means the covenants and agreements of the County set forth in Sections 3.2 and 3.3 hereof.

"Special District" means public agencies created by a Governmental Body to provide one or more specific

services to a community, such as but not limited to water, sewer, refuse, parks and recreation, fire protection, pest abatement, etc.

"Source-Separated Household Hazardous Waste" means Qualified Household Hazardous Waste which has been segregated from Acceptable Waste originating or generated within the geographical jurisdiction of the City at the source or location of generation.

"Source-Separated Household Hazardous Waste Disposal System" means the collection centers, facilities, contracts and other arrangements owned or administered by the County for the receipt, handling and disposal of Source-Separated Household Hazardous Waste.

"State" means the State of California.

"Term" shall mean the term of this Agreement.

"Ton" means a "short ton" of two thousand (2,000) pounds.

"Transfer Station" means any materials recovery facility, composting facility, intermediate processing facility, recycling center, transfer station or other waste handling or management facility to which solid waste collected for the City is delivered for processing before receipt in the Waste Infrastructure System.

"Unacceptable Waste" means Hazardous Material; Hazardous Waste; Hazardous Substances; Prohibited Medical Waste; Qualified Household Hazardous Waste separated from Acceptable Waste; explosives, ordnance, highly flammable substances, and noxious materials and lead-acid batteries (except if delivered in minimal quantities); drums and closed containers; liquid waste, oil, human wastes; machinery and equipment from commercial or industrial sources, such as hardened gears, shafts, motor vehicles or major components thereof, agricultural equipment, trailers, marine vessels and steel cable; hot loads; and any waste which the Waste Infrastructure System is prohibited from receiving under Applicable Law.

"Uncontrollable Circumstance" means any act, event or condition affecting the Waste Infrastructure System, the County, the City, or any of their Franchise Haulers, contractors or suppliers to the extent that it materially and adversely affects the ability of either party to perform any obligation under the Agreement (except for payment obligations), if such act, event or condition is beyond the reasonable control of and is not also the result of the willful or negligent act, error or omission or failure to exercise reasonable diligence on the part of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under the Agreement; provided, however, that the contesting in good faith or the failure in good faith to contest such action or inaction shall not be construed as willful or negligent action or a lack of reasonable diligence of either party. Examples of Uncontrollable Circumstances are:

(1) an act of God, landslide, lightning, earthquake, fire, explosion, flood, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot or civil disturbance, epidemic; and

(2) a Change in Law.

"Unincorporated Area" means those portions of the County which are not contained within the jurisdictional boundaries of incorporated cities.

"Unincorporated Area Acceptable Waste" means Acceptable Waste originating from or generated within the Unincorporated Area.

"Unrestricted Reserves" means cash and other reserves of the Waste Infrastructure System which are not Restricted Reserves.

"Waste Disposal Covenant" means the covenants and agreements of the City set forth in Section 3.1 hereof.

"Waste Infrastructure System" or "Disposal System" means County owned or operated waste management related facilities, including active Class III sanitary landfills ("County Landfills"), closed landfills managed by the

County, resource recovery operations, Organics Infrastructure, recycling and organics programs, infrastructure and operations, and regional household hazardous waste collection centers and other waste management related systems as may be deemed necessary by the County.

"WISE" means Waste Infrastructure System Enterprise.

"WISE Agreements" means each of the WISE agreements entered into between the County and any City within the County, Special District, Sanitary District, Jurisdiction, or operator of any Franchise Hauler located in the County in accordance with the terms herewith.

SECTION 1.2 INTERPRETATION. In this Agreement, unless the context otherwise requires:

(A) References Hereto. The terms "hereby", "hereof", "herein", "hereunder", "herewith", and any similar terms refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before, the Contract Date.

(B) Gender and Plurality. Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

(C) Persons. Words importing persons include firms, companies, associations, general partnerships, limited partnerships, trusts, business trusts, corporations and other legal entities, including public bodies, as well as individuals.

(D) Headings. The table of contents and any headings preceding the text of the Articles, Sections and subsections of this Agreement shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(E) No Third Party Beneficiaries. Nothing in this Agreement is intended to confer on haulers or any other person other than the parties hereto and their respective permitted successors and assigns hereunder any rights or remedies under or by reason of this Agreement.

(F) Counterparts. This Agreement may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same Agreement.

(G) Applicable Law and Venue. This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

(H) Severability. If any clause, provision, subsection, Section or Article of this Agreement shall be ruled invalid by any court of jurisdiction, then the parties shall: (1) promptly meet and negotiate a substitute for such clause, provision, subsection, Section or Article which shall, to the greatest extent legally permissible, effect the intent of the parties therein; (2) if necessary or desirable to accomplish item (1) above, apply to the court having declared such invalidity for a judicial construction of the invalidated portion of this Agreement; and
(3) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with items (1) and (2) above to effect the intent of the parties in the invalid provision. The invalidity of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid portion did not exist, unless such invalidity frustrates the underlying primary purpose of the Agreement.

(I) Integration; Preservation of Certain Agreements. This Agreement contains the entire agreement between the parties with respect to the transactions contemplated hereby. This Agreement shall completely and fully supersede all prior understandings and agreements between the Parties with respect to such transactions; provided; however, that this Agreement shall not supersede the following Cooperative Agreements as they currently exist or as they may be amended in the future:

1) Cooperative Agreement between the City of Brea and the County of Orange regarding the Olinda Alpha Landfill.
2) Cooperative Agreement between the City of Irvine and the County of Orange regarding the Frank R. Bowerman Landfill.
3) Cooperative Agreement between the City of San Juan Capistrano and the County of Orange regarding the Prima Deshecha Landfill.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

SECTION 2.1 REPRESENTATIONS AND WARRANTIES OF THE CITY. The City represents and warrants that:

(A) Existence. The City is a general law or charter city or a Special District or Sanitary District validly existing under the Constitution and laws of the State.

(B) Due Authorization. The City has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by the City.

SECTION 2.2 REPRESENTATIONS AND WARRANTIES OF THE COUNTY. The County represents and warrants that:

(A) Existence. The County is a political subdivision of the State of California validly existing under the Constitution and laws of the State.

(B) Due Authorization. The County has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by the County.

ARTICLE III
DELIVERY AND ACCEPTANCE OF WASTE AND PROVISION OF WASTE MANAGEMENT AND DISPOSAL SERVICE

SECTION 3.1 DELIVERY OF WASTE.

(A) Waste Management and Disposal Covenant. Subject to the occurrence of the Commencement Date and throughout the Term of this Agreement, and subject to available Waste Infrastructure System capacity, the City shall exercise all legal and contractual power and authority which it may possess from time to time to deliver or cause the delivery of all Controllable Waste to the Waste Infrastructure System in accordance herewith.

(B) Recycled City Acceptable Waste. The parties hereto acknowledge the responsibility of the City to meet its own recycling and landfill diversion goals contained in the Act and Organics Legislation. Nothing in this Agreement is intended or shall be interpreted to prohibit or impair the ability of the City to meet such responsibilities, or to restrict the right of the residents, businesses or organizations in the City to practice source separation, recycling, composting or other materials recovery activities, or to restrict the right of the City to conduct, sponsor, encourage or require such activities in any form. No reduction in the amount of Controllable Waste generated in the City and delivered to the Waste Infrastructure System by or on behalf of the City which may result from any such source separation or recycling program shall cause the City any liability hereunder (other than potential adjustment to the Contract Rate to the extent provided in Article IV hereof) and shall not constitute a breach of this Agreement.

(C) Waste Delivered to Transfer Station. All Residue from any processing of Controllable Waste by materials recovery, composting, recycling or other means, wherever performed, shall constitute Controllable Waste and be subject to the Waste Disposal Covenant. Where City Acceptable Waste is processed at a facility which concurrently processes other Acceptable Waste in a manner which produces commingled residue which cannot be traced to a geographic source, generic residues from such facility in Tonnage equal to the residues that would have been produced had City Acceptable Waste only been processed at the facility shall constitute Controllable Waste and

be subject to the Waste Disposal Covenant. Any City Acceptable Waste or material derived or segregated therefrom which is held in storage and asserted by the possessor thereof to constitute Recycled City Acceptable Waste awaiting sale or distribution to the secondary materials markets shall constitute Controllable Waste if, when and to the extent that the storage or diversion thereof can be reasonably deemed to constitute an evasion of the Waste Disposal Covenant rather than generally recognized, accepted and prevailing practice in the Southern California materials recovery and recycling industry conducted in accordance with Applicable Law. In order for the owner and/or operator of a transfer station to be entitled to deliver Acceptable Waste from a Participating City to the Waste Infrastructure System for the Contract Rate as provided in Article IV, such owner and/or operator must execute a direct agreement with the County, acknowledging and agreeing to comply with the obligation of the Participating City to cause the delivery of all Controllable Waste to the Waste Infrastructure System pursuant to this Agreement. In addition, the County shall be authorized to implement procedures to determine if Acceptable Waste delivered by the owners or operators of Transfer Stations is entitled to utilize the Waste Infrastructure System for the Contract Rate. Such procedures may include requiring Transfer Stations to certify, under penalty of perjury, the source of any such Acceptable Waste. If necessary, the County may require that, in order to qualify for use of the Waste Infrastructure System for the Contract Rate, Transfer Stations must deliver Controllable Waste in loads containing only Controllable Waste, and not commingled with Acceptable Waste from entities which are not Participating Cities or Participating Independent Haulers.

(D) Power to Obligate Waste Disposal and Comply with this Agreement. On or before the Commencement Date, (i) any City franchise, contract, lease, or other agreement which is lawfully in effect relating to or affecting Controllable Waste shall provide, or shall have been amended to provide, that the City shall have the right without material restriction on and after the Commencement Date to direct the delivery of all Controllable Waste to the County Waste Infrastructure System (whether or not such Controllable Waste is delivered to a transfer station as an intermediate step prior to landfill disposal) and otherwise to comply with its obligations under this Agreement with respect to Controllable Waste and Franchise Haulers, and (ii) the City shall designate the Waste Infrastructure System as the disposal location pursuant to such franchise, contract, lease or other agreement. On and after the Commencement Date and throughout the Term of this Agreement the City (a) shall not enter into any franchise, contract, lease, agreement or obligation, issue any permit, license or approval, or adopt any ordinance, resolution or law which is materially inconsistent with the requirements of the Waste Disposal Covenant, and (b) shall maintain non-exclusive or exclusive franchises or other contractual arrangements over any City Acceptable Waste which, as of the Contract Date, is subject to non-exclusive or exclusive franchise or other contractual arrangements. The City agrees that the County shall be a third party beneficiary of the obligation of Franchise Haulers to deliver Controllable Waste to the Waste Infrastructure System, and may directly enforce such obligation through any legal means available. The City shall notify in writing each Franchise Hauler of the County's third party beneficiary rights.

(E) Controllable Waste Flow Enforcement.

(1) The City, in cooperation with the Department, shall establish, implement, carry out and enforce a waste flow enforcement program which is sufficient to assure the delivery of all Controllable Waste to the Waste Infrastructure System pursuant to and in accordance with the Waste Disposal Covenant for Controllable Waste disposal at the times and in the manner provided herein. The waste flow enforcement program shall consist of amending City franchises, permits or authorizations with all Franchise Haulers, to the extent required by this Section and to the extent allowed by law, and shall include in addition, to the extent necessary and appropriate in the circumstances to assure compliance with the Waste Disposal Covenant, but shall not be limited to:

(i) licensing or permitting Franchise Haulers, upon the condition of compliance with the Waste Disposal Covenant,
(ii) providing for and taking appropriate enforcement action under any such franchise, license, or permit, such as but not limited to the suspension, revocation and termination of collection rights and privileges, the imposition of fines or collection of damages, and the exercise of injunctive relief against non-complying Franchise Haulers and
(iii) causing any Transfer Station to which Controllable Waste is delivered for processing to deliver certification, under the penalty of perjury, of the amounts of Controllable Waste received and Residue remaining from processing at such Transfer Station.

(2) The City acknowledges and agrees that in the event of a breach of the Waste Disposal Covenant by the City, the City shall pay the County an amount equal to the amount that the City would have been required to pay to the County had the Waste Disposal Covenant not been breached, which shall be calculated by: (1) subtracting the number of tons actually delivered during the month(s) of the breach from the number of tons that were delivered during

the same month(s) closest in time when there was no such breach, even if such month(s) closest in time was prior to the Term, and (2) multiplying such amount by the Contract Rate in effect at the time of such breach (or any higher rate with respect to which the County has provided notice pursuant to Section 4.2). In the event that the County terminates the Agreement as a result of such breach, the damages due as a result of such termination shall be equal to the average monthly deliveries by the City for the twelve (12) months prior to the commencement of the breach multiplied by the Contract Rate in effect at the time of such breach (or any higher rate with respect to which the County has provided notice pursuant to Section 4.2), multiplied by the number of months that would have remained in the Term of the Agreement had the termination not occurred. The parties recognize that if the City fails to meet its obligations hereunder, the County will suffer damages and that it is and will be impracticable and extremely difficult to ascertain and determine the exact amount of such damages. Therefore, the parties agree that the damages specified above represent a reasonable estimate of the amount of such damages, considering all of the circumstances existing on the date hereto, including the relationship of the sums to the range of harm to the County that reasonably could be anticipated and anticipation that proof of actual damages would be costly or inconvenient. In signing this Agreement, each party specifically confirms the accuracy of the statements made above and the fact that each party had ample opportunity to consult with legal counsel and obtain an explanation of this liquidated damage provision at the time that this Agreement was made.

(F) Legal Challenges to Franchise System. The City shall use its best efforts to preserve, protect and defend its right to exercise and comply with the Waste Disposal Covenant against any challenge thereto, legal or otherwise (including any lawsuits against the City or the County, whether as plaintiff or defendant), by a Franchise Hauler or any other person, based upon breach of contract, violation of law or any other legal theory. The City shall bear the cost and expense of any such Legal Proceeding or other challenge. In the event any such Legal Proceeding relating to the Waste Disposal Covenant or the City's exercise thereof establishes in a final determination that such covenant or exercise thereof is void, unlawful or unenforceable, or if any Franchise Hauler fails to deliver Controllable Waste to the Waste Infrastructure System in breach of its franchise with the City on the grounds that a judicial determination made by any court or other Applicable Law has rendered its obligation to deliver Controllable Waste to the Disposal System void, unlawful or unenforceable on any legal grounds, with the result that actual waste deliveries to the Disposal System fall below the Cumulative Tonnage Targets, the County shall be entitled to avail itself of the remedies described in Section 4.2(B) hereof.

(G) Franchise Haulers. The City shall compile and provide the Department with the following information concerning all Franchise Haulers: name, address and phone number; identification number; area of collection and transportation; and franchise and permit terms.

(H) Waste Information System. The City shall cooperate with the Department in collecting information and otherwise monitoring Franchise Haulers in order to assure compliance with this Agreement, the Act, Organics Legislation, or other Applicable Law. Such information may include information such as, data pertaining to Controllable Waste collected, transported, stored, processed and disposed of, Recycled City Acceptable Waste collected, transported, stored, processed and marketed or disposed of, Controllable Organic Waste collected, stored, processed and marketed or disposed of, Franchise Haulers' franchise, permit or license terms, collection areas, transportation routes and compliance with Applicable Law; and all other information which may reasonably be required by the Department in connection with this Agreement. The City agrees to include in any revised franchise, contract, license or permit or other authorization granted to Franchise Haulers an obligation of the Franchise Hauler to provide to the County information relating to the Controllable Waste collected by such Franchise Hauler, including origins from which such Controllable Waste was collected (identifying Controllable Organic Waste, Recycled City Acceptable Waste, or as otherwise may be required under this Agreement or under Applicable Law), tonnage by type of load (residential, commercial, roll-off box), customer service levels, tonnage delivered by transfer station or material recovery facility utilized, and other related information.

(I) City Actions Affecting County. The City agrees to carry out and fulfill its responsibilities under this Agreement and Applicable Law so as to permit full and timely compliance by the County with its covenants and agreements with the State. In particular, the City agrees not to conduct, authorize or permit any disposal services for Controllable Waste to be provided in competition with the Disposal Services provided by the County hereunder, and not to take or omit to take any action with respect to Controllable Waste, its collection, transportation, transfer, storage, treatment, processing, or disposal that may materially and adversely affect the County's ability to achieve such timely compliance. Notwithstanding the foregoing, the City shall not be required to deny any permit or license or refuse to grant any approval while exercising its police powers.

(J) No Right of Waste Substitution. Nothing in this Agreement shall authorize or entitle the City to deliver or cause the delivery to the Waste Infrastructure System of Acceptable Waste or Acceptable Organic Waste originating from or generated outside the jurisdiction of the City, nor obligate the County to receive or dispose of any such Acceptable Waste or Acceptable Organic Waste. The City shall not assign in whole or in part its right to deliver or cause to be delivered Controllable Waste or Controllable Organic Waste to the County hereunder, and shall not permit any Acceptable Waste or Acceptable Organic Waste originating from or generated outside the jurisdiction of the City to be substituted for Controllable Waste or Controllable Organic Waste for any purpose hereunder.

(K) Annexations and Restructuring. It is the intention of the parties that this Agreement and the obligations and rights of the City hereunder, including particularly the Waste Disposal Covenant and the Contract Rate, shall, to the extent permitted by Applicable Law, extend to any territory annexed by the City (or any territory with respect to which the City assumes solid waste management responsibility from a Sanitary District or other public entity) and shall bind any successor or restructured Governmental Body which shall assume or succeed to the rights of the City under Applicable Law.

SECTION 3.2 PROVISION OF WASTE INFRASTRUCTURE SERVICES BY THE COUNTY.

(A) Service Covenant. Commencing on the Commencement Date, and subject to available Waste Infrastructure System capacity, the County shall provide or cause the provision of the service of receiving and disposing of all Controllable Waste at the Waste Infrastructure System, and, in accordance with subsection 3.3(C) hereof, disposing of Unacceptable Waste inadvertently accepted at the Disposal System. The County, to the maximum extent permitted under Applicable Law, shall use its best efforts to increase source reduction, materials recovery, recycling, organic processing or other waste diversion in the region as may be required by law or which result in the long-term preservation of landfill disposal capacity and to keep the Waste Infrastructure System open for the receipt of Acceptable Waste for disposal or transfer of Controllable Waste pursuant to this Agreement. The County shall do and perform all acts and things which may be reasonably necessary or desirable in connection with its covenants in this subsection, including without limitation all planning, development, administration, implementation, construction, operation, maintenance, management, financing and contract work related thereto or undertaken in connection therewith. The County shall exercise all reasonable efforts to minimize the costs incurred in complying with the Service Covenant consistent with its responsibilities hereunder and under this Agreement, Applicable Law and prudent solid waste management practice and environmental considerations.

(B) Source-Separated Household Hazardous Waste. The County shall maintain, as part of the Waste Infrastructure System, a Source-Separated Household Hazardous Waste Disposal System for the disposal of Source-Separated Household Hazardous Waste. The disposal service provided by such system shall constitute part of the Disposal Services, and shall be available to Participating Cities as part of the Contract Rate. The County may impose additional fees and charges for new services relating to Source-Separated Household Hazardous Waste or with respect to cities which are not parties to an Agreement. The County may provide for the expansion, contraction or modification of the Source-Separated Household Hazardous Waste Disposal System and its services to the extent necessary to ensure the Waste Infrastructure System's viability.

(C) Designated Facilities. County and City will coordinate in determining the primary landfill used for disposal and processing of Controllable Waste. The Department shall immediately advise the City by telephone of any situation, event or circumstance which results in the partial or complete inability of the County to receive Controllable Waste at any particular landfill within the Waste Infrastructure System, its effect on the County's ability to perform its obligations hereunder, and the County's best estimate of the probable duration. The Department shall confirm such advice in writing within twenty four (24) hours of the occurrence of any such inability. The County shall use its best efforts to resume normal operation of the landfill used by the City as soon as possible. In the event a situation, event or circumstance results in the partial or complete inability of the County to receive Controllable Waste at any particular landfill within the Waste Infrastructure System the County shall have the right to redirect Controllable Waste to another landfill within the Waste Infrastructure System for the duration of the situation, event or circumstance; provided, however, that in such circumstances the County shall utilize reasonable efforts to first redirect waste which is not Controllable Waste. In no event shall the County be required to accept Controllable Waste if it does not have sufficient permitted disposal capacity within the Waste Infrastructure System.

(D) Compliance with Service Covenant Not Excused for any Reason. Commencing on the Commencement Date, and subject to the terms of this Agreement, the obligations of the County to duly observe and

comply with the Service Covenant, in accordance with Applicable Law, shall apply continuously and without interruption for the Term of this Agreement. In the event that any Change in Law, situation, event or other Uncontrollable Circumstance impairs or precludes compliance with the Service Covenant by the means or methods then being employed by the County, the County shall use best efforts to implement alternative or substitute means and methods to enable it to satisfy the terms and conditions of the Service Covenant. In the event that a Change in Law precludes the County from complying with such covenants with the means or methods then being employed and from utilizing any alternate or substitute means or methods of compliance, the County shall continuously use all reasonable efforts to effectuate executive, legislative or judicial change in or relief from the applicability of such law so as to enable the County lawfully to resume compliance with such covenants as soon as possible following the Change in Law.

County failure to duly observe and comply with the Service Covenant due to its efforts to comply with Applicable Law, shall not constitute a breach under this Agreement, and shall excuse County performance to the extent necessary to comply with Applicable Law.

If the alternative or substitute means and methods proposed for the County to observe and comply with the Service Covenant are more costly than the previously used means and methods, County shall be entitled to a corresponding Contract Rate increase to cover any associated additional costs pursuant to the provisions of Section 4.2 of this Agreement.

SECTION 3.3 COUNTY RIGHT TO REFUSE WASTE.

(A) Right of Refusal. Notwithstanding any other provision hereof, the County may refuse delivery of:

(1) Hazardous Waste;

(2) Controllable Waste delivered at hours other than those provided in Section 3.5 hereof;

(3) Waste that does not constitute Acceptable Waste;

(4) Acceptable Waste delivered by City but originating from or generated outside the jurisdiction of the City;

(5) Controllable Waste consisting primarily of construction and demolition debris or inert material which may cause a particular facility's daily tonnage limit to be exceeded;

(6) Acceptable Waste in excess of permitted limits; and

(7) Acceptable Waste that would result in County violating Applicable Law.

(B) Identification of Unacceptable Waste. The Department shall have the right (but not the duty or the obligation) to inspect the vehicles of all Franchise Haulers delivering material to the Waste Infrastructure System, and may require that the Franchise Hauler remove any Unacceptable Waste from such vehicle before it is unloaded. If the Department determines that it is impractical to separate Controllable Waste from Unacceptable Waste in any vehicle, or if the Franchise Hauler delivering such waste is unwilling to make such separation, or if any vehicle is carrying waste which may spill or leak, then the Department may reject the entire vehicle, and the City shall forthwith remove or cause the removal of the entire delivery from the Waste Infrastructure System. The Department may take all reasonable measures to prevent waste from being blown or scattered before and during unloading. The City shall cause the Franchise Haulers to observe and comply with Applicable Law, the operating rules and regulations of the Department, and the provisions of this Agreement prohibiting the delivery of Unacceptable Waste to the Waste Infrastructure System.

(C) Hazardous Waste and Hazardous Substances. The parties acknowledge that the Waste Infrastructure System has not been designed or permitted to accept Hazardous Waste or Hazardous Substances, and is not intended to be used in any manner or to any extent, for the handling, transportation, storage or disposal of

Hazardous Waste, Hazardous Material or Hazardous Substances. Neither the County nor the City shall countenance or knowingly permit the delivery of Hazardous Waste or Hazardous Substances to the Waste Infrastructure System. City shall be responsible for the costs of removal, and any regulatory fines, associated with the knowing delivery of any Hazardous Substances to the Waste Infrastructure System by the City or its Franchise Hauler.

(D) Disposal of Unacceptable Waste and Hazardous Waste. If Unacceptable Waste or Hazardous Waste is discovered in a vehicle at any facility within the Waste Infrastructure System, the driver of the vehicle will not be permitted to discharge the load. If a vehicle is observed unloading Unacceptable Waste or Hazardous Waste in the tipping area of a facility within the Waste Infrastructure System Department personnel will use reasonable efforts to assure that such material has been characterized, properly secured and its disposition resolved. The return or reloading onto the delivery vehicle of any Hazardous Waste, Prohibited Medical Waste or other waste requiring handling or transportation shall be conducted in accordance with Applicable Law. Whenever Hazardous Waste is detected at any facility within the Waste Infrastructure System, the Department shall take immediate action in accordance with Applicable Law.

SECTION 3.4 UNINCORPORATED AREA ACCEPTABLE WASTE.

Commencing on the Commencement Date, the County in accordance with Applicable Law shall provide or cause to be provided the service of disposing of non-recycled Acceptable Waste originating or generated within the Unincorporated Area and, with respect to such material, shall comply with the Waste Disposal Covenant as if the County constituted a City subject to the Waste Disposal Covenant hereunder. Rates charged by the County for the disposal of each class of non-recycled Acceptable Waste generated in the Unincorporated Area shall be the same as the Contract Fee charged for the disposal of each class of Controllable Waste. The County shall use its best efforts to preserve, protect and defend its right to exercise and comply with the Waste Disposal Covenant (with respect to non-recycled Acceptable Waste generated in the Unincorporated Area) against any challenge thereto, legal or otherwise, by a Franchise Hauler or any other person, based upon breach of contract, violation of law or any other legal theory. The County shall bear the cost and expense of any such Legal Proceeding or other challenge (with respect to non-recycled Acceptable Waste generated in the Unincorporated Area).

SECTION 3.5 MISCELLANEOUS OPERATIONAL MATTERS.

(A) Operating Hours. The County shall keep the Waste Infrastructure System open for the receiving of Acceptable Waste during such regular operating hours as may be established by the Department in the operating rules and regulations applicable to the Waste Infrastructure System. The County reserves the right to modify the operating days and hours to comply with Applicable law or as otherwise may be deemed necessary by the County.

(B) Scales and Weighing. The Department shall operate and maintain permanent scales at the Waste Infrastructure System as required by Applicable Law. The Department shall weigh all vehicles delivering waste by or on behalf of the City (whether or not the County accepts such waste) and prepare a daily weight record with regard to such delivery.

(C) Service Coordinator. The County and the City each shall designate in writing thirty (30) days prior to the expected Commencement Date a person to transmit instructions, receive information and otherwise coordinate service matters arising pursuant to this Agreement (each a "Service Coordinator"). Either Party may designate a successor or substitute Service Coordinator at any time by notice to the other Party.

(D) Review of Records. Each Party may review the other Party's books and records with respect to matters relevant to the performance by either Party under this Agreement or otherwise related to the operation of the Waste Infrastructure System to the extent allowed under the California Public Records Act (interpreted as if the Parties to this Agreement were natural persons for purposes of the Public Records Act).

SECTION 3.6 OTHER USERS OF THE DISPOSAL SYSTEM.

(A) On or Before April 30, 2026, the County shall have the right to enter into WISE Agreements with Orange County entities with respect to Acceptable Waste which was originally discarded by the first generator thereof within the geographical limits of the County, including other cities in the County, Special Districts, Sanitary Districts, Franchise Haulers and Independent Haulers. Agreements entered into during this period shall have terms and provisions substantially identical to the terms and provisions of this Agreement; provided, however, that in no

event shall such agreements have terms and provisions more favorable than the terms and provisions of this Agreement (including but not limited to the Contract Rate and availability of disposal capacity).

(B) After April 30, 2026, the County shall have the right to enter into WISE Agreements with Orange County entities, including any city, Special Districts, Sanitary Districts, Franchise Haulers and Independent Haulers, or otherwise accept Acceptable Waste from such parties, but only within the limitations contained in this Section. Any such agreement or waste acceptance agreement must provide that the party delivering waste shall pay a Disposal Rate at least 10% higher than the Contract Rate unless the County determines it is in the best interest of the Waste Infrastructure System to establish a Disposal Rate less than 10% higher than the Contract Rate. In no event shall the Disposal Rate be less than the Contract Rate. In addition, the County shall reserve the right in any such agreement to at any time, to the extent permitted by Applicable Law, refuse to receive and dispose of Acceptable Waste from any city, Special District, Sanitary District, Franchise Hauler and Independent Hauler if and to the extent that such receipt and disposal might materially and adversely affect the ability of the County to comply with its obligations to the Participating Cities under the WISE Agreements to which each is a party.

(C) Posted Disposal Rate. The Posted Disposal Rate shall at all times be at least 10% higher than the Contract Rate.

(D) Self-Haulers. The City and the County acknowledge that Self-Haulers shall be entitled to deliver Self-Hauled Waste to the Waste Infrastructure System, on a non-contract basis, at the Posted Disposal Rate. Such Self-Haulers shall not be entitled to dispose of Acceptable Waste for the Contract Rate.

(E) Receipt of Imported Acceptable Waste on a Contract Basis. The County shall have the right to enter into Importation Agreement(s) with any public or private entity for the delivery of Imported Acceptable Waste on terms and conditions that the County determines to be necessary to ensure and enhance the viability of the Waste Infrastructure System and to generate Net Import Revenues. In no event shall such Importation Agreements, entered into after the Commencement Date, include a per ton tipping fee or Disposal Rate for Imported Acceptable Waste that is less than the Contract Rate. The County certifies that in its good faith judgment the contract or other agreement for the delivery of such waste will not materially and adversely affect the ability of the County to receive and dispose of Acceptable Waste from the Participating Cities in accordance with the applicable WISE Agreements throughout the Term thereof; and, should the delivery of waste subject to Importation Agreements adversely affect the County's ability to receive and dispose of Controllable Waste from Participating Cities the County will prioritize receipt and disposal of Controllable Waste delivered pursuant to applicable WISE Agreements.

(F) Application and Use of Revenues From Other Users.

(1) County Acceptable Waste: Throughout the Term hereof, all revenues received by the County from the disposal or processing of County Acceptable Waste into the Waste Infrastructure System (including Surcharges, and any and all fine, penalty, liquidated damages or other damages, grants, awards or revenue received by the County in connection with the Waste Infrastructure System), shall be deposited by the County in the County OC Waste & Recycling Enterprise Fund and shall constitute revenues of the Waste Infrastructure System.

(2) Imported Acceptable Waste: Throughout the Term hereof, all revenues received by the County, pursuant to an Importation Agreement, for the disposal or processing of Imported Acceptable Waste into the Waste Infrastructure System (including Surcharges, and any and all fine, penalty, liquidated damages or other damages or revenue received by the County in connection with the Waste Infrastructure System), shall first be applied toward all of the costs attributable to the acceptance and management of such Imported Acceptable Waste into the Waste Infrastructure System. Costs attributable to the disposal of Imported Acceptable Waste include, but are not limited to, deposits to the Environmental Fund, deposits to closure and post-closure reserves, Host Fees (if applicable), incremental operating costs (such as manpower expenditures, equipment, services and supplies expenditures), State surcharges, regulatory fees, charges or penalties, and a pro rata share of capital project costs. Revenue remaining after costs attributable to the disposal and management of Imported Acceptable Waste shall be considered "Net Import Revenues" and shall be calculated and distributed as follows:

(i) Calculation: Net Import Revenues are estimated to be 30% of the revenues received by the County from the disposal of Imported Acceptable Waste (excluding any newly

established per-ton fees or increases to existing per-ton fees with respect to Imported Acceptable Waste payable to the State, other regulatory agencies or cities in which facilities in the Waste Infrastructure System are located.)

(ii) Distribution: Net Import Revenues shall be distributed as follows;

a. 50% of any Net Import Revenues shall be paid to the County General Fund.

b. 50% of such Net Import Revenues shall be paid to the Participating Cities (and to the County, with respect to the unincorporated area) listed in Appendix 1 for use for any purpose by the Participating City, including but not limited to State mandated solid waste programs. Payments of such amount to the County General Fund and the Participating Cities shall be made by the County within ninety (90) days after the end of each fiscal year. The portion of Net Import Revenues specified above payable to the Participating Cities shall be apportioned in the percentages set forth in Appendix 1.

c. The percentages set forth in Appendix 1 with respect to each Participating City shall be annually reviewed and adjusted every five (5) years by the County to reflect the percentage of deliveries of Acceptable Waste from each Participating City averaged over the last five (5) years. The County shall notify Participating Cities of the revised percentages in Appendix 1 within one hundred and twenty (120) days of the end of each fiscal year.

SECTION 3.7 COUNTY PROVISION OF WASTE DIVERSION SERVICES.

(A) County-Wide Recycling and Diversion Services. Unless otherwise specifically provided in this Agreement, County is not required to provide for any source reduction, materials recovery, recycling, organic processing or other waste diversion services under this Agreement. However, County may choose to provide County-Wide Recycling Services funded through the County OC Waste & Recycling Enterprise Fund at its sole discretion on the condition that provision of said services shall be funded in a manner that does not impact the Contract Rate without first going through the process outlined in Section 4.2 and expressly agreed to by 50% of Participating Cities.

(B) Organic Processing and Diversion Services. The County has developed Organics Infrastructure and programs available to interested Cities intended to assist Cities in meeting their diversion and Organic Legislative Recycled Organic Waste Procurement goals and to promote the processing and diversion of Organic Waste into compost or other material that qualifies as diversion under Applicable Law. Cities interested in receiving County provided Organic Processing Services may enter into the separate Organic Services Agreement ("OSA") provided in Appendix 5 of this Agreement.

(C) Food Waste Processing and Diversion. County is in the process of evaluating the options and feasibility of development of a Commercial Food Waste Processing Infrastructure. If developed, Cities will be provided an opportunity to participate in this service on terms which shall be separately agreed upon by the Parties.

(D) Edible Food Recovery Programs. County is in the process of evaluating the options and feasibility of development of regional County-wide edible food recovery programs to assist Cities in meeting State mandated goals. The intent of Edible Food Recovery to address the food hierarchy and wasted food scale on a regional level through collaboration of all jurisdictions, key local, State and federal stakeholders, the non-profit sector and business sector. City agrees to reasonably cooperate with County efforts and collaborate on data analysis and reporting to provide jurisdictions reports for compliance under SB 1383. If developed, Cities will be provided an opportunity to participate in this service on terms which shall be separately agreed upon by the Parties.

(E) Recycling Market Development Zone ("RMDZ") Program. The RMDZ program, administered by the California Department of Resource Recycling and Recovery (CalRecycle), combines recycling with economic development to support business that use materials from the waste stream to manufacture their products. The program offers loans, technical assistance and product marketing to eligible businesses located within designates zones. City agrees to reasonably cooperate and collaborate with County in support of the RMDZ program.

(F) Separate City-County Diversion Service Agreements. Nothing in this Agreement is intended to limit the right of the County to enter into a separate agreement with the City or any other person to provide source reduction, materials recovery, recycling, composting or other waste diversion services. Any such program conducted by the County, whether in participation with the City, any other of the Participating Cities, other Cities, Special Districts, Sanitary Districts, Franchise Haulers, Independent Haulers, Unincorporated Area or non-County entity, shall be operated, managed and accounted for as a program separate and distinct from the Disposal Services program contemplated by the WISE Agreements and shall not be funded through the general revenues of the Disposal System.

ARTICLE IV
CONTRACT RATE

SECTION 4.1 CHARGING AND SECURING PAYMENT OF CONTRACT RATE. The City acknowledges that the County shall have the right to charge and collect a Contract Rate for the acceptance, disposal, and processing of Controllable Waste delivered to the Waste Infrastructure System by City or its Franchise Hauler. The Contract Rate shall be calculated and established, and may be modified, as provided in Section 4.2 hereof. In addition, the City acknowledges that the County shall have the right to establish as part of the operating rules and regulations reasonable measures to secure the payment of all Contract Rates.

SECTION 4.2 CONTRACT RATE.

(A) Establishment of Contract Rate. The Contract Rate payable by each City or Franchise Hauler shall be a three (3) year progressive Contract Rate of **$67/ton** (July 1 2026 through June 30, 2027), **$74/ton** (July 1, 2027 through June 30, 2028), and **$81/ton** (July 1, 2028 through June 30, 2029) and contingent on the delivery to the Waste Infrastructure System of an amount of City Acceptable Waste at least equal to the Cumulative Tonnage Targets identified in Appendix 2, and subject to adjustment necessary to reflect the circumstances set forth in this Section 4.2 including but not limited to:

(i) increased costs incurred by the County (in excess of available insurance proceeds) due to the occurrence of one or more Uncontrollable Circumstances, other than Changes in Law;

(ii) costs incurred by the County (in excess of available insurance proceeds and amounts available in the Environmental Fund for such purposes) remediating environmental conditions at the Disposal System or inactive or closed disposal sites in the County, which, if uncorrected, could give rise to potential claims under CERCLA or related federal or State statutes, including costs incurred providing indemnification to any Participating City pursuant to subsection 7.3;

(iii) tonnage shortfalls to the extent permitted by Sections 4.2(B);

(iv) County determination that the Department revenue is insufficient to meet Full Cost Recovery requirements.

(v) increased costs incurred by the County due to the occurrence of one or more Changes in Law;

(vi) Capital Costs in excess of the Capital Costs at any point in time during the term hereof exceeding the Cumulative Capital Costs set forth in Appendix 3;

(vii) Provision of new or expanded services, provided on terms as agreed to by the Parties.

Prior to adjusting the Contract Rate as a result of any of the circumstances described in clauses (i), (ii), (iii) (iv) or (vi) above, the County shall utilize the following remedies in the following order of priority:

(1) reduce the costs of operating the Disposal System to the extent practicable; and

(2) at the sole discretion of the County, utilize Unrestricted Reserves to pay costs of the Waste Infrastructure System.

The County will not be required to utilize such remedies prior to adjusting the Contract Rate as a result of any of the circumstances described in clauses (v) or (vii) above.

Any adjustments to the Contract Rate permitted by this Section shall be calculated by the County to reflect the actual costs or expenses of addressing the circumstance or circumstances pursuant to which the adjustment is authorized. The County agrees that, where appropriate, it will evaluate the feasibility of long-term financing for significant capital costs. Notwithstanding the forgoing, no adjustment to the Contract Rate shall occur as a result of costs associated with the programs identified in Section 3.7, without first going through the process outlined in Section 4.2 and expressly agreed to by 50% of Participating Cities.

(B) County Acceptable Waste Shortfall. In the event that the actual amount of County Acceptable Waste delivered to the Disposal System at the end of any Contract Year is less than the Cumulative Tonnage Target for such Contract Year for County Acceptable Waste, as specified in Appendix 2, the County shall utilize the following options, in the following order of priority, in order to remedy any adverse effects of such tonnage shortfall:

(i) reduce the costs of operating the Waste Infrastructure System to the extent practicable;

(ii) at the sole discretion of County, utilize Restricted Reserves described in clause (iii) of Section 4.5 to pay costs of the Waste Infrastructure System;

(iii) at the sole discretion of County, utilize Unrestricted Reserves to pay costs of the Waste Infrastructure System; and

(iv) adjust the Contract Rate.

In the event that implementation of the steps described above does not result in sufficient revenues to satisfactorily address the shortfall in tonnage, the County shall have the right to terminate the Agreement on one-hundred eighty (180) days written notice to the City. In addition, in the event that Waste Infrastructure expenses are lower than estimated or actual deliveries to the Disposal System exceed the Cumulative Tonnage Target as of the end of any Contract Year, the City acknowledges the County shall have the right to establish reserves intended to reflect the potential for lower than expected annual waste deliveries in subsequent years, and that any such reserves shall constitute "Restricted Reserves".

(C) [RESERVED]

(D) Interim Use of Remedies. In the event that, during any Contract Year, waste deliveries to the Disposal System are 25% or more below delivery projections for such Contract Year with the result that the County determines it is unlikely that the Cumulative Tonnage Target will be achieved as of the end of such Contract Year, the County may utilize the remedies described in Section 4.2(B) prior to the end of such Contract Year; provided, however, that if at the end of such Contract Year, the Cumulative Tonnage Target is actually met, the County shall reimburse any adjustments to the Contract Rate made pursuant to this Section to Participating Cities. Such reimbursement shall occur in a manner as agreed between the parties, and may be given as a credit or adjustment to the Contract Rate for future deliveries, rather than a lump sum payment.

(E) Special Charges. Notwithstanding Section 4.2(A), the County shall have the right to establish special charges for the provision of new or expanded services or the receipt of hard to handle materials, such as bulky materials, construction and demolition debris, tree stumps and sludge. Should the County wish to provide new or expanded services to Cities, it may charge for such services upon agreement of City. Special charges shall be calculated to reflect the reasonable incremental costs to the County of providing the new or expanded services or accepting such hard to handle materials.

Adjustments pursuant to this Section 4.2(E) shall not require compliance with the provisions of Section 4.2(I)

(F) Annual CPI Escalation. Subject to the application of the Contract Rate True-up (provided below), the Contract Rate shall be adjusted each July 1, beginning 2029, in an amount equal to the percentage change in the CPI (as defined above) as measured from the October twenty one (21) months prior to the rate adjustment to the

October immediately preceding the rate adjustment (the "Annual CPI Adjustment"). For example: The July 1, 2029 Annual CPI Adjustment to the Contract Rate shall be based upon the change in CPI from October 2027, to October 2028, referred to as year 1 and year 2 respectively in the following example.

Formula to calculate percentage change in the Contract Rate based on Annual CPI Adjustment :

Step 1:

$$\left[\frac{\text{October Year 2 CPI}}{\text{October Year 1 CPI}}\right] - 1 = \%\ \text{increase in Contract Rate}$$

Step 2: Current Contract Rate x (1+ % increase in Contract Rate) = Contract Rate as of July 1 Year 2

On each April 1, commencing April 1, 2029, the County shall provide the City with notice of the Annual CPI Adjustment to the Contract Rate to be effective the following July 1. Such notice shall contain the calculation of the adjustment set forth above. The County shall calculate the new Contract Rate each year.

In the event that the change in CPI as described above is negative rather than positive, no rate adjustment will be made for that year. No adjustment under this Section 4.2(F) will take place until the October CPI index surpasses the index level as of the October immediately preceding the last annual rate adjustment pursuant to this Section 4.1(F), which will be considered "year 1" in calculating the change in the Contract Rate.

For example, if the change in CPI is measured as follows: October 2027 = 205, October 2028 = 204, October 2029 = 201, October 2030 = 208, then there would be no adjustment in July 2029, or July 2030, and an adjustment equal to the change from 205 to 208 would be implemented on July 1, 2031.

Contract Rate True-up: On an annual basis, no later than each April 30, beginning April 30, 2030, the County shall conduct an annual review of factors pertaining to the most recently completed fiscal year(s) including but not limited to, tonnage received throughout the Waste Infrastructure System, Cumulative Tonnage Targets identified in Appendix 2, revenue received from all sources, Department expenditures, and other factors that make up Department's total costs. County shall notify City prior to April 30, 2030 (and every April 30 thereafter) and advise whether the Annual CPI Adjustment to the Contract Rate should be frozen for a period of time (in circumstances where Department revenues exceed Department Full Cost Recovery needs) or to determine whether the Contract Rate should be increased beyond the Annual CPI Adjustment as defined above (in circumstances where Department costs exceed CPI) to ensure that Department revenues meet Full Cost Recovery.

Within thirty (30) days of finalizing each annual review, the County shall transmit its findings and the bases thereof to Participating Cities at the next regularly scheduled OCCMA meeting or other forum mutually agreed to by the County and OCCMA. If requested by the City or OCCMA, the County shall reasonably respond to requests from the City and/or OCCMA for additional information including, but not limited to, requests to meet and discuss reviews, findings, and bases of findings. At the request of 50% of Participating Cities, County agrees to meet and confer in good faith with OCCMA, within sixty (60) days to discuss retention of a consultant acceptable to both the County and OCCMA to conduct an independent review of the County's annual review findings.

Nothing in this section shall be interpreted as limiting the County's rights under Section 4.2(A).

(G) Adjustment Resulting from Increased Fees. In addition to the other adjustments specified herein, the Contract Rate shall be adjusted to reflect the imposition of new fees or increase in existing fees relating to the disposal of Controllable Waste imposed by State, federal or other agencies (e.g., the State's Integrated Waste Management fee, which is currently $1.40 per ton, but is expected in increase during the term of this Agreement). The adjustment shall be equal to the amount of any new or increased fee, and the adjustment shall take effect so as to coincide with the imposition of the new or increased fee. The County shall provide notice of any increase pursuant to this Section 4.2(G) as soon as practicable after becoming aware of the imposition of any fees described above.

Adjustments pursuant to this Section 4.2(G) shall not require compliance with the provisions of Section 4.2(I).

(H) [RESERVED]

(I) Procedure for Rate Adjustments. In the event the County determines that it is entitled to an adjustment of the Contract Rate pursuant to Section 4.2(A) (other than 4.2(A)(iv)) or Section 4.2(B), it shall utilize the

procedures described in this Section 4.2(I). The County shall be required to provide the City with at least ninety (90) days prior written notice of the adjustment, which notice shall identify the specific event(s) or circumstances which require the adjustment. The notice shall also specify the earliest date on which the County Board of Supervisors shall consider the proposed adjustment. At least forty five (45) days prior to such meeting of the Board of Supervisors, the County shall provide the City with a report which shall contain the following information: a description of the specific event(s) or circumstances which require the adjustment; a description (including cost estimates) of any activities (which may include, but not be limited to capital improvements to the Waste Infrastructure System) required in order to remedy such event or circumstance; certification by the County that it has implemented the remedies described in Section 4.2(A) or (B) prior to requiring the rate adjustment; and a description of the methodology used by the County to calculate the adjustment to the Contract Rate (hereinafter the "County Report"). In the event the City disputes the adjustment, it shall provide the County with a written description of the reason for the dispute at least ten (10) days prior to the meeting of the Board of Supervisors identified in the initial notice of the County (hereinafter the "City Report"). The City Report shall be provided to the Board of Supervisors for consideration at such meeting in connection with the proposed rate adjustment. At any time from and after the date that the County provides the City with the County Report, upon the request of either party, the City and County shall meet and confer in good faith to resolve any dispute that may arise regarding the proposed adjustment to the Contract Rate. In any such meeting, the County shall be represented by the Director of the Department or his or her designee. In the event the Board of Supervisors approves all or a portion of the proposed rate adjustment, such rate adjustment shall become effective on the date identified in the initial notice sent by the County regardless of whether or not the procedures in Section 4.2(J) are utilized, but subject to potential reimbursement pursuant to clause (11) of Section 4.2(J).

(J) Procedure for Expedited Judicial Review of Contested Rate Adjustment. In the event that, within thirty (30) days after the effective date of any Contract Rate adjustment made pursuant to Section 4.2(I), Participating Cities which, in the aggregate, accounted for more than 50% of the County Acceptable Waste delivered to the County System in the twelve (12) months preceding the Contract Rate adjustment, provide notice to the County of their election to utilize the procedures described in this Section 4.2(J), then the provisions of this Section 4.2(J) shall be utilized by such Participating Cities and the County to resolve the dispute over the Contract Rate Adjustment. In the event that Participating Cities which have delivered the amount of waste contemplated in the preceding sentence do not provide notice to the County of such election, the County shall have no obligation to participate in or cooperate in the implementation of the procedures described below in this Section 4.2(J).

(1) In order to pursue the expedited judicial determination described in this Section (the "Expedited Rate Determination"), the Participating Cities which have made the election described in the paragraph above (the "Challenging Cities") must commence a civil action for breach of contract (the "Action") in the Orange County Superior Court within forty five (45) days of the date on which the Board of Supervisors approves the challenged adjustment to the Contract Rate.

(2) Within two (2) Court days of filing the Action, the Challenging Cities shall personally serve on the County Counsel, with copy provided to the Clerk of the Board both the summons and complaint, and a stipulation and request for the entering of an order incorporating all of the procedural provisions relating to the Expedited Rate Determination as set forth in this Section 4.2(J) (such stipulation and request for order is hereinafter referred to as the "Expedited Rate Determination Stipulation"). The Expedited Rate Determination Stipulation shall be signed by each of the Challenging Cities, or on behalf of them by their legal counsel.

(3) Within fifteen (15) days of the date of service upon the County of the summons and complaint, and Expedited Rate Determination Stipulation, County Counsel shall execute the Expedited Rate Determination Stipulation and deliver it as well as the County's answer to the complaint in the Action, by electronic means, to the Challenging Cities through their counsel of record. The Stipulation shall also include a waiver by each of the parties of their right to a jury trial of the issues raised in the Action. The Parties agree that the duty to execute the Expedited Rate Determination Stipulation and comply with the procedures set forth for Expedited Rate Determination in this Section 4.2(J) shall be, and are hereby deemed to be, ministerial duties which the law specifically enjoins upon each of them, and shall be subject to enforcement by the parties herein pursuant to Code of Civil Procedure Section 1085, *et seq*., or by means of a complaint for specific performance.

(4) Within three (3) days of the date of service by the County upon the Challenging Cities of the fully signed Expedited Rate Determination Stipulation, the County and the Challenging Cities shall jointly make *ex parte* application to the Orange County Superior Court in the Action for the issuance of an order reflecting the procedural requirements and timelines contained in the Expedited Rate Determination Stipulation, provided

however, the timelines may be adjusted by the Court as it deems may be needed for its convenience. As part of such *ex parte* application, the County and the Challenging Cities shall expressly seek to confirm with the Orange County Superior Court the briefing schedule, and request a hearing date (effectively a trial date) in accordance with the procedures set forth in this Section 4.2(J).

(5) Within ten (10) days of the date of service by the County upon the Challenging Cities of the answer in the Expedited Rate Determination, the Challenging Cities shall file with the Court and electronically serve upon County Counsel the Challenging Cities' opening brief and the Record in the Expedited Rate Determination. The opening brief shall not exceed 15 pages in length. The Record shall consist of, and be limited to, the record of the proceedings before the Board of Supervisors with respect to the adjustment of the Contract Rate, including but not limited to the County Report and the City Report prepared by each or any of the Challenging Cities pursuant to Section 4.2(I), any materials filed or lodged with the Board of Supervisors and the Orange County Waste Management Commission in connection with its decision, the transcript of the proceedings of the Board of Supervisors meeting(s), and the Orange County Waste Management Commission, the minutes of the Board of Supervisors and the Orange County Waste Management Commission meeting, and the resolution and/or other documentation evidencing the action by the Board of Supervisors and the Orange County Waste Commission to adjust the Contract Rate pursuant to Section 4.2(A) or (B). The record shall also include the most recent reports prepared pursuant to Sections 4.6 and 4.7. The Expedited Rate Determination shall be decided solely on the evidence in the Record, and no extrinsic evidence shall be submitted to or considered by the Court.

(6) Within ten (10) days of service by the Challenging Cities of their opening brief and the Record, the County shall file and electronically serve upon the Challenging Cities' Counsel the County's opposition brief. The opposition brief shall not exceed 15 pages in length.

(7) Within five (5) days of service by the County upon the Challenging Cities of the opposition brief, the Challenging Cities may file and electronically serve upon County Counsel a reply rebuttal brief, which shall not exceed 10 pages in length.

(8) The trial of the Expedited Rate Determination shall be conducted as a law and motion hearing, similar to a hearing on a writ, which shall be conducted at the date set by the Court in connection with the *ex parte* application conducted pursuant to Section 4.2(J)(4), or such other date and time ordered by the Court. If the Court requests the parties to prepare supplemental briefs in response to any question or issue raised by the Court, the parties may do so.

(9) The standard of review for the Expedited Rate Determination shall be the preponderance of the evidence based upon the Record. The burden of proof shall be borne by the Challenging Cities, and the burden of proof shall be the same as with respect to a plaintiff in a damages action for breach of contract. Both parties have participated in the drafting of this Agreement. Accordingly, nothing set forth in this Agreement shall be interpreted or construed for or against either of the parties as a consequence of their participation in the drafting of this Agreement.

(10) The Court shall be advised that the Parties request that it issue a written statement of decision and enter judgment within thirty (30) days of the date of the hearing in the Expedited Rate Determination, although the Parties recognize that the Court has discretion to act as it deems appropriate in accord with applicable laws in connection with the timing thereof.

(11) If the Court determines that any portion of the County's adjusted Contract Rate which is the subject of the Expedited Rate Determination was improperly imposed, the County shall, within thirty (30) days of the date of the statement of decision, reimburse to the City the amount improperly imposed, together with interest calculated at the Overdue Rate. If agreed by the Parties, as an alternative such reimbursement may be made in the form of a reduction in the Contract Rate for a future period (not to exceed twelve (12) months), applied in a manner such that it provides full reimbursement of the amounts described above (including the Overdue Rate, to be applied consistent with provisions of Section 7.14 hereof.)

(12) In the event that the Court does not sign the order contained in the Expedited Rate Determination Stipulation and set the matter for disposition as contemplated herein, the County and the Challenging Cities shall, within twenty (20) days following the issuance of the Court's order or decision not to do so and thereby honor the parties' stipulation, make application to the Orange County Superior Court for an expedited hearing or trial

date. The Challenging Cities and the County shall be bound by all of the requirements and restrictions set forth in Section 4.2(J) that are not in conflict with this paragraph (12). In this regard, and without limiting the foregoing, the only evidence to be presented at the hearing or trial shall be the Record, no testimony shall be presented at the hearing or trial; and both the County and the Challenging Cities waive all rights to a jury trial, to any reconsideration of the decision of the Court, to a new trial after the Court renders a decision, and to any appeal or review of the decision of the Court.

SECTION 4.3 RESPONSIBILITY FOR PAYMENT OF THE CONTRACT RATE, AND OTHER AMOUNTS DUE.

(A) Payment by City. In the event and to the extent (1) the City uses municipal collection forces directly for the haulage of Controllable Waste to the Waste Infrastructure System or (2) the City uses non-municipal Franchise Haulers for collection but nonetheless elects to pay the Contract Rate and other amounts due from City revenues, the City, as its own Franchise Hauler, shall have direct responsibility for payment of the Contract Rate and other amounts due, and shall take all such budgetary, appropriation and other action as may be necessary to provide for the timely payment of the Contract Rate and other amounts due. Such action may include, depending upon the means authorized by the City to provide for such payment, the levy and collection of general or special taxes, the imposition of benefit assessments, or the collection of user fees, generator charges or other similar impositions for municipal solid waste disposal. The City shall use best efforts in accordance with Applicable Law to levy and impose all such taxes, assessments, fees or charges, and will take all steps, actions and proceedings for the enforcement, collection and payment of all such amounts which shall become delinquent, to the full extent permitted by Applicable Law.

(B) Payment by Franchise Haulers. With respect to Controllable Waste delivered by Franchise Haulers on behalf of City other than City municipal collection forces, the obligation to pay the Contract Rate and other amounts due shall rest with such Franchise Haulers. Franchise Hauler shall pay the Contract Rate or other amounts due or any portion thereof when due. In the event of any such failure by Hauler, the County and the City shall cooperate with each other and use their best efforts to obtain timely payment from Franchise Hauler. Such efforts by the County may include, as appropriate, requiring cash payments for disposal rights from such Franchise Hauler and bringing a legal proceeding for payment and damages. Such efforts by the City may include, as appropriate, legal proceedings to suspend, revoke or terminate the Franchise Hauler's franchise, permit or license rights.

(C) Disputes. If the City or the Franchise Hauler disputes any amount billed by the County in any Billing Statement, the City or the Franchise Hauler shall nonetheless pay the billed amount and shall provide the County with written objection within thirty (30) days of the receipt of such Billing Statement indicating the amount that is being disputed and providing all reasons then known to the City or the Franchise Hauler for any objection to or disagreement with such amount. If the City or the Franchise Hauler and the County are not able to resolve such dispute within thirty (30) days after the City's or the Franchise Hauler's objection, either party may pursue appropriate legal remedies.

SECTION 4.4 BILLING OF THE CONTRACT RATE OR OTHER AMOUNTS DUE. The County shall continue to bill Contract Rates and other amounts due after the Commencement Date, in the same manner as it has customarily billed tipping fees. Subject to the other provisions of this Agreement, the County shall have the right to modify or amend such manner of billing on reasonable notice to affected parties.

SECTION 4.5 RESTRICTED RESERVES. For purposes of this Agreement, "Restricted Reserves" means cash and other reserves of the Waste Infrastructure System which are restricted to specific uses or are otherwise being reserved by the County to meet its obligations hereunder throughout the term of the Agreement with respect to the Waste Infrastructure System pursuant to any Applicable Law, contract, adopted budget, budgetary policy of the County with respect to the Waste Infrastructure System, or other arrangement. Such cash and other reserves are not required to be deposited in separate accounts or funds in order to constitute "Restricted Reserves" hereunder, and may be commingled with Unrestricted Reserves or other funds of the County attributable to the Waste Infrastructure System. "Restricted Reserves" shall include, but not be limited to, the following:

(i) reserves for closure of components of the Waste Infrastructure System to the extent required by Applicable Law;

(ii) amounts reserved by the County for funding of post closure maintenance and

monitoring with respect to components of the Waste Infrastructure System;

(iii) reserves established to protect the Waste Infrastructure System against the adverse financial impact of potential decreases in waste deliveries pursuant to Section 4.2(B);

(iv) amounts reserved to pay the costs of capital improvements with respect to the Waste Infrastructure System;

(v) amounts funded from revenues during the early years of the term of the Agreement reserved to enable the County to provide disposal services for the Contract Rate during the later years of the Agreement;

(vi) amounts temporarily held by the County prior to payment to the State or other Governmental Bodies pursuant to Applicable Law (including any fees or charges payable to CalRecycle);

(vii) reserves required to meet bond covenants pursuant to financing agreements for Waste Infrastructure System assets to the extent such amounts must be legally separate and distinct from other reserves identified in this Section;

(viii) security deposits from landfill deferred payment program users;

(ix) amounts held by the County in the Environmental Fund (provided, however, that such amounts in the Environmental Fund will be made available and used by the County if required to pay costs relating to environmental remediation or other related costs);

(x) AB 939 surcharges;

(xi) amounts held by the County in the Corrective Action Fund held pursuant to CCR Title 27 to demonstrate financial assurance to pay for potential groundwater contamination; and

(xii) an amount equal to three (3) months of budgeted expenses for the Disposal System for the current fiscal year, representing working capital of the Disposal System.

SECTION 4.6 AUDITED FINANCIAL STATEMENTS. The County shall annually, on or before January 1 each year, prepare or cause to be prepared and have on file for inspection an annual report for the preceding Contract Year, accompanied by a certificate of an independent public accountant or of the County Auditor and Controller as to the examination of the financial statements therein (describing such statements as fairly presenting the information therein in conformity with generally accepted accounting principles) relating to the Waste Infrastructure System, services, and the fiscal activities of the OC Waste Disposal Enterprise Fund, and including statements in reasonable detail of the financial condition of the OC Waste Disposal Enterprise Fund as of the end of the Contract Year and revenue and expenses for the Contract Year.

SECTION 4.7 ANNUAL UPDATE OF TEN-YEAR FINANCIAL PROJECTION. The County shall annually, on or before May 1 of each year, prepare or cause to be prepared, an updated Ten-Year Financial Projection for the Waste Infrastructure System. Said Financial Projection shall include at least two full years of prior actual data and ten years of future projections including the following elements:

1. County Acceptable Waste, in tons;

2. Imported Acceptable Waste, in tons;

3. Revenues and expenditures;

4. Cash fund balances, including all monies in the County Solid Waste Enterprise Fund, with specific delineation of monies in the Environmental Fund, Restricted Reserves, Unrestricted Reserves, and all other funds of the System; and

5. Projected liabilities for closure and post closure as well as reasonable reserves for other environmental costs.

The purpose of the Ten-Year Financial Projection is to keep the City fully informed about the future financial condition of the Waste Infrastructure System. The County shall cause a copy of the Ten-Year Financial Projection to be delivered to the City Manager/General Manager of the City no later than May 1 of each year. Upon request, the County shall make available to the Cities supporting information related to the ten-year financial projection

Within thirty (30) calendar days of finalizing each annual update of the Ten-Year Projection, County shall transmit the Ten-Year Projection via email to the City and OCCMA. If requested by the City or OCCMA, the County shall reasonably respond to requests from the City and/or OCCMA for additional information including, but not limited to, requests to meet and discuss the updated Ten-Year Projections at the next regularly scheduled OCCMA meeting or other forum mutually agreed to by the County and OCCMA.

ARTICLE V
BREACH, ENFORCEMENT AND TERMINATION

SECTION 5.1 BREACH. The Parties agree that in the event either Party breaches any obligation under this Agreement or any representation made by either Party hereunder is untrue in any material respect, the other Party shall have the right to take any action at law or in equity (including actions for injunctive relief, mandamus and specific performance) it may have to enforce the payment of any amounts due or the performance of any obligations to be performed hereunder. Neither Party shall have the right to terminate this Agreement except as provided in Section 5.2 and Section 5.3 hereof or as otherwise provided in this Agreement.

SECTION 5.2 CITY CONVENIENCE TERMINATION. The City shall have the right to terminate this Agreement in its sole discretion, for its convenience and without cause at any time during the Term hereof upon ninety (90) days' written notice to the County. If the City exercises its rights to terminate the Agreement pursuant to this Section, the City shall pay the County a termination fee equal to the Contract Rate in effect at the time of such termination (or any higher rate with respect to which the County has provided notice pursuant to Section 4.2) multiplied by the number of tons of City Acceptable Waste delivered to the Disposal System during the preceding twelve (12) months (or, if the City had been in breach of the Waste Disposal Covenant during such prior months, such amount as would have been delivered if the City had complied with the Waste Disposal Covenant), multiplied by the number of years remaining in the Term of the Agreement.

SECTION 5.3 TERMINATION.

(A) By City. Except as expressly provided herein, the City shall have no right to terminate this Agreement for cause except in the event of the failure or refusal by the County substantially to perform any material obligation under this Agreement unless such failure or refusal is excused by an Uncontrollable Circumstance; except that no such failure or refusal shall give the City the right to terminate this Agreement for cause under this subsection unless:

(1) The City has given prior written notice to the County stating that a specified failure or refusal to perform exists which will, unless corrected, constitute a material breach of this Agreement on the part of the County and which will, in its opinion, give the City the right to terminate this Agreement for cause under this subsection unless such breach is corrected within a reasonable period of time, and

(2) The County has neither challenged in an appropriate forum (in accordance with Section 5.5) the City's conclusion that such failure or refusal to perform has occurred or constitutes a material breach of this Agreement nor corrected or diligently taken steps to correct such breach within a reasonable period of time not more than ninety (90) days from the date of the notice given pursuant to clause (1) of this subsection (but if the County shall have diligently taken steps to correct such breach within such reasonable period of time, the same shall not constitute a breach giving rise to the right of termination for as long as the County is continuing to take such steps to correct such breach).

(B) By County. Except as expressly provided herein, the County shall have no right to terminate this Agreement for cause except in the event of the failure or refusal by the City or its Franchise Hauler to substantially perform any material obligation under this Agreement unless such failure or refusal is excused by an Uncontrollable Circumstance; except that no such failure or refusal shall give the County the right to terminate this Agreement for cause under this subsection unless:

(1) The County has given prior written notice to the City stating that a specified failure or refusal to perform exists which will, unless corrected, constitute a material breach of this Agreement on the part of the City and which will, in its opinion, give the County right to terminate this Agreement for cause under this subsection unless such breach is corrected within a reasonable period of time, and

(2) The City has neither challenged in an appropriate forum (in accordance with Section 5.5) the County's conclusion that such failure or refusal to perform has occurred or constitutes a material breach of this Agreement nor corrected or diligently taken steps to correct such breach within a reasonable period of time not more than ninety (90) days from the date of the notice given pursuant to clause (1) of this subsection (but if the City shall have diligently taken steps to correct such breach within such reasonable period of time, the same shall not constitute a breach giving rise to the right of termination for as long as the City is continuing to take such steps to correct such breach).

SECTION 5.4 NO WAIVERS. No action of the County or the City pursuant to this Agreement (including, but not limited to, any investigation or payment), and no failure to act, shall constitute a waiver by either Party of the other Party's compliance with any term or provision of this Agreement. No course of dealing or delay by the County or the City in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof or otherwise prejudice such Party's rights, powers and remedies. No single or partial exercise of (or failure to exercise) any right, power or remedy of the County or the City under this Agreement shall preclude any other or further exercise thereof of the exercise of any other right, power or remedy.

ARTICLE VI
TERM

SECTION 6.1 EFFECTIVE DATE AND TERM.

(A) Initial Term. This Agreement shall become effective, shall be in full force and effect and shall be legally binding upon the City and the County from the Contract Date and shall continue in full force and effect until June 30, 2036, unless earlier terminated in accordance with its terms, in which event the Term shall be deemed to have expired as of the date of such termination.

(B) Option to Renew. This Agreement shall be subject to renewal by mutual agreement of the Parties, on or before June 30, 2036 for an additional term of ten (10) years (the "Renewal Term") on the same terms and conditions as are applicable during the Initial Term hereof or on amended terms as may be mutually agreed to by the Parties. The City shall give the County written notice of its election to renew this Agreement on or before June 30, 2035. If the parties do not execute a renewal of this Agreement prior to June 30, 2036 it shall expire.

(C) Contract Rate During Renewal Term. In connection with the parties' right to renew this Agreement for an additional ten-year term pursuant to Section 6.1(C), the parties shall, on or before January 31, 2036 negotiate an applicable change in the Contract Rate for such renewal term. In determining any revisions to the Contract Rate to be applicable during any renewal period, in addition to the circumstances described in Section 4.2(A), the parties may take into consideration the following parameters, including but not limited to:

(i) actual cost of operations;

(ii) population growth;

(iii) increase or decrease in available tonnage;

(iv) economic and disposal market conditions in the Southern California region;

(v) new regulatory requirements;

(vi) Changes in Law;

(vii) changes in transportation and technology;

(viii) closure and expansion of nearby landfills;

(ix) capacity of the Disposal System;

(x) provision of new and/or expanded services; and

(xi) available reserves which are in excess of the amount reasonably required as reserves.

(D) Survival; Accrued Rights. The rights and obligations of the parties hereto pursuant to Sections 3.1(E)(2), 5.1, 5.3, 7.2, 7.3, 7.6, 7.7, 7.8, and 7.9 hereof shall survive the termination or expiration of this Agreement, and no such termination or expiration shall limit or otherwise affect the respective rights and obligations of the parties hereto accrued prior to the date of such termination or expiration. At the end of the Term of this Agreement, all other obligations of the parties shall terminate.

SECTION 6.2 COMMENCEMENT DATE.

(A) Obligations of the Parties Prior to the Commencement Date. The Parties acknowledge that the Agreements may be executed and delivered on different dates and that, except as provided in this subsection, neither the County nor the City shall be obligated to perform its obligations hereunder until the Participation Threshold provided herein has been met and the other conditions to the occurrence of the Commencement Date have occurred. Prior to the Commencement Date, each Party hereto shall at its own expense exercise good faith and due diligence and take all steps within its reasonable control in seeking to satisfy the conditions to the Commencement Date set forth herein as soon as reasonably practicable. The County and the City, each at its own expense, shall cooperate fully with each other and the other Participating Cities in connection with the foregoing undertaking. Until the Commencement Date occurs, the Original WDAs shall remain in full force and effect until they expire or are terminated.

(B) Condition to the Commencement Date. The Commencement Date for the Agreement shall be the date on which Participating Cities reach the Participation Threshold. Unincorporated County is assumed to be a Participating City for the purposes of determining the Commencement Date in accordance with this Section 6.2(b) and Appendix 1 of this Agreement.

(C) Satisfaction of Condition and Commencement Date. Upon the satisfaction or waiver of the condition to the Commencement Date, the County shall give written notice thereof to the Cities which have theretofore executed Agreements. The parties shall thereupon hold a formal closing acknowledging the satisfaction or waiver of the condition to the Commencement Date, certifying that the Commencement Date has occurred and designating the Participating Cities. Copies of all of the documents or instruments constituting or evidencing satisfaction of the Commencement Date conditions shall be furnished to each party prior to or on the Commencement Date.

(D) Newly Incorporated Cities. Any city within Orange County which becomes incorporated after the Commencement Date shall upon request be offered the opportunity by the County to become a Participating City on substantially the same terms and conditions as this Agreement.

(E) Failure of Condition. If by June 30, 2026, or such later date as the County may agree, the condition to the Commencement Date specified in this Section is not satisfied, either party hereto may, by notice in writing to the other party, terminate this Agreement. Neither party shall be liable to the other for the termination of this Agreement pursuant to this subsection, and each of the parties shall bear its respective costs and expenses incurred in seeking to satisfy the condition to the Commencement Date.

ARTICLE VII
GENERAL PROVISIONS

SECTION 7.1 OPERATION AND MAINTENANCE OF THE WASTE INFRASTRUCTURE SYSTEM. The County, at its cost and expense through the County Solid Waste Enterprise Fund, shall at all times operate, or caused to be operated, the Waste Infrastructure System in accordance with Applicable Law and the operating rules and regulations of the Department and other applicable regulatory agencies.

SECTION 7.2 UNCONTROLLABLE CIRCUMSTANCES GENERALLY.

(A) Performance Excused. Except as otherwise specifically provided in this Agreement, neither the County nor the City shall be liable to the other for any failure or delay in the performance of any obligation under this Agreement (other than any payment at the time due and owing) to the extent such failure or delay is due to the occurrence of an Uncontrollable Circumstance.

(B) Notice, Mitigation. The Party experiencing an Uncontrollable Circumstance shall notify the other Party by telecommunication or telephone and in writing, on or promptly after the date the Party experiencing such Uncontrollable Circumstance first knew of the commencement thereof, followed within fifteen (15) days by a written description of (1) the Uncontrollable Circumstance and the cause thereof (to the extent known), (2) the date the Uncontrollable Circumstance began and the cause thereof, its estimated duration, the estimated time during which the performance of such Party's obligations hereunder will be delayed, (3) the estimated amount, if any, by which the Contract Rate may need to be adjusted as a result of such Uncontrollable Circumstance, (4) its estimated impact on the other obligations of such Party under this Agreement and (5) potential mitigating actions which might be taken by the County or City and any areas where costs might be reduced and the approximate amount of such cost reductions. Each Party shall provide prompt written notice of the cessation of such Uncontrollable Circumstance. Whenever such act, event or condition shall occur, the Party claiming to be adversely affected thereby shall, as promptly as reasonably possible, use its best efforts to eliminate the cause therefor, reduce costs and resume performance under this Agreement. In addition, with respect to Changes in Law, the County shall diligently contest any such changes the imposition of which would have a material adverse impact on the Waste Infrastructure System. While the delay continues, the County or City shall give notice to the other Party, before the first day of each succeeding month, updating the information previously submitted.

(C) Impact on Contract Rate. If and to the extent that Uncontrollable Circumstances interfere with, delay or increase the cost to the County of meeting its obligations hereunder and providing Waste Infrastructure Services to the Participating Cities in accordance herewith, the County shall be entitled to an increase in the Contract Rate as provided in Section 4.2 herein or an extension in the schedule for performance equal to the amount of the increased cost or the time lost as a result thereof. The proceeds of any insurance available to meet any such increased cost shall be applied to such purpose prior to any determination of cost increases payable under this subsection. Any cost reductions achieved through the mitigating measures undertaken by the County pursuant to subsection 7.2(B) hereof upon the occurrence of an Uncontrollable Circumstance shall be reflected in a reduction of the amount by which the Contract Rate would have otherwise been increased or shall serve to reduce the Contract Rate to reflect such mitigation measures, as applicable.

SECTION 7.3 INDEMNIFICATION. To the extent permitted by law, the County agrees that, it will protect, indemnify, defend (with counsel selected by County) and hold harmless the City from and against all Loss-and-Expense arising from the City's activity as an "arranger" (for purposes of and as such term is defined under CERCLA or comparable State statutes) of municipal solid waste disposal pursuant to this Agreement. In the event the City shall determine for any reason, other than a disabling conflict of interest, that it wishes to be defended by legal counsel other than the legal counsel provided by the County, the cost of providing such legal counsel shall be the City's sole responsibility. Any costs incurred by the County pursuant to this Section shall be considered an Uncontrollable Circumstance cost and the County shall be entitled to adjust the Contract Rate as provided in subsection 4.2(A) herein. The County shall not, however, be required to indemnify or defend the City from and against all Loss-and-Expense arising from any willful, knowing, illegal or negligent disposal of hazardous waste (other than incidental amounts of Household Hazardous Waste commonly found in municipal solid waste and permitted to be disposed in Class III landfills under RCRA) which violates the County's landfill permits or Applicable Law. The parties agree that this provision constitutes an indemnity under CERCLA (to the extent of the specific provisions of this Section). The parties acknowledge that this subsection is not intended to and does not create any obligation on the part of the County to provide any indemnification or defense to any Franchise Hauler, whether franchised or not, or any Independent Hauler or Transfer Station, under any circumstances. The City acknowledges the County's legitimate interest in actively participating in any defense, litigation or settlement, whether the County or the City provides legal counsel and shall, as a condition to County's provision of this indemnity, coordinate and cooperate fully with the County in the defense of any claims to which this Section applies.

SECTION 7.4 RELATIONSHIP OF THE PARTIES. Neither party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations or liabilities assumed by the other party hereto, whether accrued, absolute, contingent or otherwise, or whether due or to become due. The County

is an independent contractor of the City and nothing in this Agreement shall be deemed to constitute either party a partner, agent or legal representative of the other party or to create any fiduciary relationship between the parties.

SECTION 7.5 LIMITED RECOURSE.

(A) To the City. No recourse shall be had to the general funds or general credit of the City for the payment of any amount due the County hereunder, or the performance of any obligation incurred hereunder, including any Loss-and-Expense of any nature arising from the performance or non-performance of the City's obligations hereunder. If the City maintains a City Solid Waste Enterprise Fund with at least one year's anticipated costs for disposal and processing of City Acceptable Waste the sole recourse of the County for all such amounts shall be to the funds held in any such City Solid Waste Enterprise Fund. All amounts held in any City Solid Waste Enterprise Fund shall be held for the uses permitted and required thereby, and no such amounts shall constitute property of the County. The City shall make adequate provision in the administration of any City Solid Waste Enterprise Fund for the payment of any amount or the performance of any obligation which may be due hereunder.

(B) To the County. No recourse shall be had to the general funds or general credit of the County for the payment of any amount due the City hereunder, or the performance of any obligation incurred hereunder, including any Loss-and-Expense of any nature arising from the performance or non-performance of the County's obligations hereunder. The sole recourse of the City for all such amounts shall be to the funds held in the County Solid Waste Enterprise Fund in accordance with the terms of this Agreement. All amounts held in the County Solid Waste Enterprise Fund shall be held for the uses permitted and required thereby, and no such amounts shall constitute property of the City. The County shall make adequate provision in the administration of the County Solid Waste Enterprise Fund for the payment of any amount or the performance of any obligation which may be due hereunder.

SECTION 7.6 PRE-EXISTING RIGHTS AND LIABILITIES. Nothing in this Agreement is intended to affect, release, waive or modify any rights, obligations or liabilities which any Party hereto may have to or against the other Party as of the Contract Date relating to the receipt of Acceptable Waste in the Waste Infrastructure System or any other related matter.

SECTION 7.7 NO VESTED RIGHTS. The City shall not acquire any vested property, license or other rights in the Waste Infrastructure System by reason of this Agreement.

SECTION 7.8 LIABILITY FOR COLLECTION, TRANSPORTATION AND PROCESSING. Any liability incurred by the City as a result of collecting, transporting or processing of Acceptable Waste, or as a result of causing, franchising, permitting, licensing, authorizing or arranging any of the foregoing, shall be the sole liability of City, except as expressly otherwise provided herein.

SECTION 7.9 NO CONSEQUENTIAL OR PUNITIVE DAMAGES. In no event shall either Party hereto be liable to the other or obligated in any manner to pay to the other any special, incidental, consequential, punitive or similar damages based upon claims arising out of or in connection with the performance or non- performance of its obligations or otherwise under this Agreement, or the material inaccuracy of any representation made in this Agreement, whether such claims are based upon contract, tort, negligence, warranty or other legal theory.

SECTION 7.10 AMENDMENTS. Neither this Agreement nor any provision hereof may be changed, modified, amended or waived except by written agreement duly authorized and executed by both Parties.

SECTION 7.11 NOTICE OF LITIGATION. Each Party shall deliver written notice to the other of any Legal Proceeding to which it is a party and which questions the validity or enforceability of this Agreement executed by the City or the County or any Legal Entitlement issued in connection herewith.

SECTION 7.12 FURTHER ASSURANCES. At any and all times the City and the County so far as may be authorized by law shall pass, make, do, execute, acknowledge and deliver any and every such further resolutions, acts, deeds, conveyances, instruments, assignments, transfers and assurances as may be necessary or reasonably requested by the other in order to give full effect to this Agreement.

SECTION 7.13 ASSIGNMENT OF AGREEMENT.

(A) Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be

assigned by either Party hereto without the prior written consent of the other Party, which may be withheld in the other Party's sole discretion. Notwithstanding the foregoing, either Party may assign this Agreement to another public entity, subject to the reasonable consent of the other party. In such circumstances the Party not requesting the assignment shall have the right to demand assurances of the financial, technical and legal ability of the proposed assignee to undertake the responsibilities and obligations of the assigning Party.

(B) Sale. The County shall not enter into any agreement for the sale of the Waste Infrastructure System which provides for an effective date for such sale prior to the termination of this Agreement.

SECTION 7.14 INTEREST ON OVERDUE OBLIGATIONS. Except as otherwise provided herein, all amounts due hereunder, whether as damages, credits, revenue or reimbursements, that are not paid when due shall bear interest at the Overdue Rate on the amount outstanding from time to time, on the basis of a 365-day year, counting the actual number of days elapsed, and all such interest accrued at any time shall, to the extent permitted by Applicable Law, be deemed added to the amount due, as accrued.

SECTION 7.15 BINDING EFFECT. This Agreement shall bind and inure to the benefit of the Parties hereto and any successor or assignee acquiring an interest hereunder consistent with the provisions of Section 7.13 hereof.

SECTION 7.16 NOTICES. Any notice or communication required or permitted hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, to the notice address of the respective Parties set forth on the cover page of this Agreement. Changes in the respective addresses to which such notices may be directed may be made from time to time by any Party by notice to the other Party.

Section 7.17 ATTORNEYS FEES. In any action or proceeding to enforce or interpret any provision of this Agreement, each Party shall bear their own attorney's fees, costs and expenses.

Signature Page to Follow

IN WITNESS WHEREOF, COUNTY and CITY have caused this Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.

COUNTY OF ORANGE

Date_____ By _____
Director, OC Waste & Recycling

APPROVED AS TO FORM:
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By _____

Date _____

Date_____ By _____
Daniel R. Slater, Mayor
City Representative
City of Orange

Date_____ By _____
Pamela Coleman, City Clerk
City Representative
City of Orange

APPROVED AS TO FORM:

By _____
Nathalie Adourian, City Attorney √X

Date _____

APPENDIX 1

ESTIMATED ANNUAL TONNAGE

APPENDIX 1

PERCENTAGE OF COUNTY ACCEPTABLE WASTE ATTRIBUTABLE TO PARTICIPATING CITIES FOR PURPOSE OF SECTIONS 3.6(F) AND 6.2(b)

Jurisdiction	***Percentage of County Acceptable Waste***
Aliso Viejo	0.82%
Anaheim	14.78%
Brea	2.62%
Buena Park	1.02%
Costa Mesa/Costa Mesa Sanitary District (2)	3.41%
Cypress	0.85%
Dana Point	1.33%
Fountain Valley	1.63%
Fullerton	4.08%
Garden Grove Sanitary District (Garden Grove)	4.74%
Huntington Beach	5.91%
Irvine	9.64%
La Habra	1.72%
La Palma	1.27%
Laguna Beach	1.18%
Laguna Hills	0.89%
Laguna Niguel	1.44%
Laguna Woods	0.28%
Lake Forest	2.14%
Los Alamitos	0.33%
Midway City Sanitary District (Westminster)	2.47%
Mission Viejo	2.33%
Newport Beach	3.58%
Orange	5.25%
Placentia	1.39%
Rancho Santa Margarita	1.03%
San Clemente	2.43%
San Juan Capistrano	2.93%
Santa Ana	9.45%
Seal Beach	0.52%
Stanton	1.47%
Tustin	2.04%
Unincorporated Orange County (1)	3.19%
Villa Park	0.16%
Yorba Linda	1.68%
Total	**100%**

(1) Unincorporated County Area is assumed to be a Participating City for the purposes of determining the Commencement Date in accordance with Section 6.2(b) of this Agreement. For the distribution of Net Import Revenues, the County of Orange shall receive 50% of any Net Import Revenues received in accordance with Section 3.6(F)(2)(i) of this Agreement. The County of Orange shall also receive the Unincorporated Area distribution set forth in this Appendix 1, as periodically modified in accordance with Section 3.6(F)(2)(ii) of this Agreement.
(2) The City of Costa Mesa and the Costa Mesa Sanitation District have separate WISE Agreements. Costa Mesa Sanitation District Acceptable Waste tonnage is based on City of Costa Mesa Acceptable Wate tonnage and Importation Revenue is calculated based on City of Costa Mesa Acceptable Waste tonnage delivered to the Waste Infrastructure System.

(3) NOTE: A participating City will only be included for purposes of determining the Commencement Date upon (i) execution of a WISE Agreement by that Participating City and (ii) execution of a Hauler Acknowledgement(s) by the Franchise Hauler(s) operating within such Participating City.

APPENDIX 2

CUMULATIVE TONNAGE

APPENDIX 2

Cumulative County Acceptable Waste Tonnage Target to be Used for Purposes of Section 4.2(B)

Fiscal Year (Ending June 30)	*County Acceptable Waste Tonnage*	*Cumulative County Acceptable Waste Tonnage*
2026	3,343,282	3,343,282
2027	3,278,595	6,621,877
2028	3,029,924	9,651,801
2029	2,982,454	12,634,255
2030	2,411,983	15,046,238
2031	2,261,201	17,307,439
2032	2,225,152	19,532,591
2033	2,181,838	21,714,429
2034	2,187,041	23,901,470
2035	2,219,362	26,120,832
2036	2,224,792	28,345,624

APPENDIX 3

CUMULATIVE CAPITAL COSTS

APPENDIX 3

CUMULATIVE CAPITAL COSTS
to be Used
for Purposes of Section 4.2(A)vi

Fiscal Year (Ending June 30)	***Annual Capital Costs***	***Cumulative Capital Costs***
2026	$72,599,664	$72,599,664
2027	$79,950,000	$152,549,664
2028	$155,135,000	$307,684,664
2029	$136,185,000	$443,869,664
2030	$41,171,500	$485,041,164
2031	$16,745,000	$501,786,164
2032	$18,165,000	$519,951,164
2033	$36,605,000	$556,556,164
2034	$30,100,000	$586,656,164
2035	$1,510,000	$588,166,164
2036	$25,000,000	$613,166,164

APPENDIX 4

FRANCHISE HAULER ACKNOWLEDGMENT

FRANCHISE HAULER ACKNOWLEDGMENT

THIS FRANCHISE HAULER ACKNOWLEDGMENT, dated as of April 28, 2026 (the "Acknowledgment"), and between the CITY OF ORANGE (the "City") and CR&R INCORPORATED, a California corporation (the "Franchise Hauler").

WITNESSETH

WHEREAS, the City and the Franchise Hauler have heretofore entered into an agreement entitled CR&R INCORPORATED FOR INTEGRATED SOLID WASTE MANAGEMENT AND STREET SWEEPING SERVICES dated as of January 9th, 2024 (the "Franchise"); and

WHEREAS, the City has issued to the Franchise Hauler a permit, license, approval or other authorization the "Authorization") which allows the Franchise Hauler to provide solid waste collection services within the City; and

WHEREAS, the Franchise provides for the collection and disposal of certain municipal solid waste as described therein ("Franchise Waste") generated within the City; and

WHEREAS, the County of Orange (the "County") owns, manages and operates a Waste Infrastructure System that is permitted to accept or process Acceptable Waste for disposal or diversion; and

WHEREAS, the City and the County have heretofore entered into a Waste Infrastructure System Enterprise Agreement (the "WISE Agreement"), dated as of April 28, 2026 and

WHEREAS, the WISE Agreement details responsibilities for disposal of municipal solid waste and may include processing of identified Organic Waste for diversion, generated within the boundaries of the City, and determine that the execution of the WISE Agreement will serve the public health, safety and welfare of the residents of the City and County, by maintaining public ownership and stewardship over the Waste Infrastructure System and providing disposal rate stability, predictable and reliable long-term disposal service, enhanced organics processing to assist the City in meeting its organics diversion requirements, and the continuation of sound environmental management; and

WHEREAS, under the WISE Agreement, the County has agreed to provide long-term disposal of all municipal solid waste generated within the City and may also provide for Organic Waste processing under an OSA and the City has agreed to exercise all legal, and contractual power which it possesses from time to time to deliver or cause the delivery of such waste to the Waste Infrastructure System; and

WHEREAS, the provisions of the WISE Agreement guarantee capacity for the long term disposal and processing of waste at specified rates generated in the City provide significant benefits to the Franchise Hauler;

WHEREAS, notwithstanding any Franchise provisions to the contrary, the Franchise Hauler explicitly acknowledges the aforementioned benefits to the City, the County and the Franchise Hauler in providing for the disposal of all Franchise Waste to the Waste Infrastructure System; and

WHEREAS, the City and the Franchise Hauler desire to enter into this Acknowledgment to assure that the City and the Franchise Hauler will be entitled to the benefits of the WISE Agreement and to assure conformity with the waste delivery obligations which have been agreed to by the City under the WISE Agreement through the delivery of waste by the Franchise Hauler to the Waste Infrastructure System; and

WHEREAS, the Franchise Hauler's agreement to deliver Franchise Waste to the Disposal System under this Acknowledgment is given in consideration of the Franchise Hauler's right to receive the Contract Rate for such disposal and processing as provided in the WISE Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Capitalized terms used and not otherwise defined herein are used as defined in the WISE Agreement.

2. The Franchise Hauler hereby waives any right which it may possess under applicable law to contest on any ground, constitutional, statutory, case law, administrative or otherwise, (a) the right, power or authority of the County or the City to enter into or perform their respective obligations under the WISE Agreement, (b) the enforceability against the County or the City of the WISE Agreement, or (c) the right, power or authority of the City to deliver or cause the delivery of all Controllable Waste to the Disposal System in accordance with this Acknowledgment.

3. The City and the Franchise Hauler each hereby represent that this Acknowledgment has been duly authorized by all necessary action of their respective governing bodies.

4. The Franchise Hauler shall deliver or cause to be delivered all Controllable Waste (including all Residue from the processing by any means, wherever conducted, of Controllable Waste), to the Designated Facility in the Waste Infrastructure System/Disposal System, and shall otherwise assist the City in complying with its obligations under the Waste Disposal Covenant in Section 3.1 of the WISE Agreement.

5. Unless expressly authorized by the Department, the Franchise Hauler shall only haul Controllable Waste to the Designated Facility.

6. The Franchise Hauler shall not haul Controllable Waste to any materials recovery facility, composting facility, intermediate processing facility, recycling center, transfer station or other waste handling or management facility unless the contract or other agreement or arrangement between the Franchise Hauler and the operator of such facility is sufficient in the opinion of the County to assure that the Residue from such facility constituting City Acceptable Waste (or Tonnage equivalencies) and the City Acceptable Waste transferred by such facility shall be delivered to the Disposal System in compliance with the Waste Disposal Covenant.

7. The Franchise Hauler shall pay the Contract Rate imposed by the County for the disposal of all Controllable Waste, which rate shall be subject to potential adjustment necessary to reflect the circumstances set forth in the Agreement.

8. Nothing in this Acknowledgment is intended to restrict any right or responsibility explicitly given the Franchise Hauler in any City Franchise Agreement to recycle City Acceptable Waste, except as provided in paragraph 5 above with respect to Residue from any such recycling operations.

9. The obligations of the Franchise Hauler under this Acknowledgment shall apply notwithstanding any provision of the Franchise which may conflict herewith.

10. This Acknowledgment may be enforced by the City by any available legal means. In any enforcement action by the City, the burden of proof shall be on the Franchise Hauler to demonstrate compliance herewith.

11. This Acknowledgment shall be in full force and effect and shall be legally binding upon the City and Franchise Hauler from the date hereof and shall continue in full force and effect until the earlier of (i) the end of the term of the Franchise or (ii) the end of the Term of the WISE Agreement.

12. The City and Franchise Hauler agree that the County shall be an express third-party beneficiary of this Acknowledgment, and shall be entitled to independently enforce the obligations of the Franchise Hauler hereunder. There shall be no additional third party beneficiaries under this Acknowledgement.

13. The Franchise Hauler agrees to assist the County in verifying tonnage collected by the Franchise Hauler and providing information required by the County. The Franchise Hauler will provide upon request refuse tonnage collected within the County, and outside the County (if relevant to confirming tonnage origination), separated by jurisdiction, by load type (residential, commercial, roll-off box, etc.), and by facility to which it was delivered (specify which landfill or transfer station). Hauler will provide customer service levels and route lists. The Franchise Hauler will cooperate with County audits to verify reported origin of tonnage by making records and personnel available to the County and/or its auditors.

IN WITNESS WHEREOF, the parties have caused this Acknowledgment to be executed by their duly authorized officers or representatives as of 28 day of April, 2026.

"CITY"

Signature: _____

Printed Name: Daniel R. Slater

Title: Mayor

APPROVED AS TO FORM:

By _____
Nathalie Adourian, City Attorney √

Date _____

"FRANCHISE HAULER"

Signature: _____

Printed Name: _____

Title: _____

Appendix 5

ORGANIC SERVICES AGREEMENT

Appendix 5

ORGANIC SERVICES AGREEMENT

Between

THE COUNTY OF ORANGE, CALIFORNIA

and

_____

Dated_____, 2025

County Authorization Date:

City Authorization Date:

County Notice Address:

Director
OC Waste & Recycling
601 N. Ross Street 5th Floor
Santa Ana, CA 92701

City Notice Address:

ORGANIC SERVICES AGREEMENT

THIS ORGANIC SERVICES AGREEMENT ("Organics Agreement" or "OSA") is made and dated as of the date indicated on the cover page hereof between the County of Orange, a political subdivision of the State of California (the "County"), and the City designated on the cover page of this Agreement (the "City"). County and City may hereinafter be referred to singularly as "Party" or collectively as "Parties.".

RECITALS

The County owns, manages and operates a Waste Infrastructure System to manage municipal and solid waste generated within the County of Orange or imported from outside the County pursuant to contractual agreements. The Waste Infrastructure System collectively includes active Class III sanitary landfills ("County Landfills"), resource recovery, recycling and organics programs, infrastructure and operations, and regional household hazardous waste collection centers and other waste management related systems as may be deemed necessary by the County.

County Landfills are used for the management of municipal solid waste pursuant to legislation including but not limited to the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code) (the "Act") and the Short-lived Climate Pollutants Reduction Act ("SB 1383"). County Landfills are also subject to other State and federal regulations designed to ensure that landfill operations minimize the impacts to public health and safety and the environment.

Pursuant to Resolution, the County established the Waste Management Enterprise Fund pursuant to Government Code §25261 to ensure that all costs associated with the operation and management of the Waste Infrastructure System are financed by charges imposed for services provided by the Department and are not funded by tax revenue or the County General Fund.

The City, in the exercise of its police power, its powers under the Act, and other Applicable Law, has entered into a franchise or other agreement with or issued permits or licenses to one or more private haulers for the collection, recycling, diversion and disposal of municipal solid waste generated within the City.

A significant portion of municipal solid waste generated within the City historically has been and currently is delivered by such hauler or haulers to the County for disposal in the Disposal System.

Since 1997, the City and the County have provided for the management of municipal solid waste through Waste Disposal Agreements ("WDAs"), wherein the County agreed to provide disposal capacity for waste generated in the City, and the City agreed to deliver or cause the delivery of waste generated in the City to the Disposal System, as more specifically set forth in, and subject to the terms and conditions of the WDAs.

Starting in approximately 2014, the Legislature of the State of California passed several pieces of legislation ("Organics Legislation") that require significant reductions in the disposal of Organic Waste. The purpose of the Organics Legislation is to mandate organics recycling and curtail the impacts of climate change by reducing greenhouse gas emissions such as methane. In this regard, the decomposition of organic material in the State's landfills was identified as a significant source of methane that could be reduced.

Prior to the passage of Organics Legislation, Processed Green Material ("PGM") could be utilized as Alternative Daily Cover ("ADC") for landfill operations and qualified for diversion credit. However, passage of Assembly Bill 1594 resulted in PGM used as ADC no longer being eligible for diversion credit starting on January 1, 2020.

In addition to the loss of diversion eligibility for PGM used as ADC, SB 1383 requires a 50% reduction in the disposal of Organic Waste by January 1, 2020 and a 75% reduction of Organic Waste by January 1, 2025. In addition, the law requires 20% of edible food waste be recovered by 2025.

On April 23, 2019, the Orange County Board of Supervisors passed Resolution 19-031 to respond to the State's increasing landfill diversion requirements and identified the need for additional organic processing infrastructure in the County and directed the Department to develop additional organics recycling infrastructure to support the region in meeting State organic recycling mandates. (See Attachment 4)

To respond to Organics Legislation requirements, the County has developed an Organics Infrastructure that is comprised of organic processing facilities to receive and process Organic Waste to support the State's Organic Legislation goals, promote local recycling, assist local jurisdictions in meeting their organic diversion requirements and correspondingly conserve capacity in the Disposal System.

In their effort to continue the concepts and purposes outlined in the WDAs and respond to Organics Legislation, the City and the County desire to enter into this Organics Agreement, on the terms and conditions set forth herein.

With the exception of the terms and organic specific provisions found in this Organics Agreement, the Parties intend that the provisions of the currently operative WDA and the replacement WISE Agreement that is being negotiated between the County and City are anticipated to become operative on July 1, 2026, be applied to this OSA.

The City has determined that the execution of this Organics Agreement by the City will serve the public health, safety and welfare of the City by providing enhanced organics processing to assist in the City in meeting its Organics Legislation diversion requirements, and the continuation of sound environmental management.

The County has determined that the execution by the County of this Organics Agreement will serve the public health, safety and welfare by providing a stable, predictable and reliable supply of organic material and the resulting service payment revenue to the Organics Infrastructure, thereby enabling the County to plan, manage, operate and finance improvements to the Organics Infrastructure System on a prudent and sound long term, businesslike basis consistent with its legal and regulatory obligations to the State and Federal government.

Official action approving this Organics Agreement and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the County on the County authorization date indicated on the cover page hereof.

Official action approving this Organics Agreement and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the City on the City authorization date indicated on the cover page hereof.

It is, therefore, agreed as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATION

SECTION 1.1 DEFINITIONS. The definitions provided in the WDA and yet to be executed WISE Agreement shall be incorporated into this Agreement. The following terms shall be added and have the meanings set forth below.

"Acceptable Organic Waste" means Residential Organic Waste that consists of Green Material/Wood Waste, Agricultural Material, Manure, Vegetative Food Material, Food Waste and other organic material as may be authorized under the County's Compostable Material Handling Permits.

"Attachment" means an attachment to this OSA, as the same may be amended or modified from time to time in accordance with the terms hereof.

"CalRecycle" means the California Department of Resources Recycling and Recovery, which is a branch of the California Environmental Protection Agency. CalRecycle oversees the State's waste management and waste reduction programs. CalRecycle was established in 2010 to replace the California Integrated Waste Management Board and is responsible for the enforcement of legislation and regulations and diversion requirements applicable to the Waste Infrastructure System.

"City Acceptable Organic Waste" means all Acceptable Organic Waste which was originally discarded by the first generator thereof within the geographical limits of the City and Residue Waste from the foregoing wherever produced, whether withing or outside the City.

"City Organic Tonnage Limit" the maximum amount of Controllable Organic Waste that County is committed to accept under the Organic Service Covenant as provided in Attachment 3.

"Commencement Date" means the date on which the obligations of the parties hereto commence.

"Contract Date" means the first date on which this OSA has been executed by both parties hereto.

"Controllable Organic Waste" means all City Acceptable Organic Waste with respect to which the City has the legal or contractual ability to determine the processing location and procurement requirements as they relate to the City's Organics Legislation compliance requirements.

"Consumer Price Index" or "CPI" means the Consumer Price Index published by the Bureau of Labor Statistics for Al Urban Consumers: Water and Sewer and Trash Collection Services in U.S. City Average (CUSR0000EHG). In the event the forgoing index is no longer published during the term of this Agreement, such other index identified by the Bureau of Labor Statistics as a replacement or otherwise generally accepted as a replacement shall be used for purposes of this Agreement; and, in the absence thereof, the County Board of Supervisors shall select an index that it determines most closely reflects the forgoing and best implements the intent of this Agreement.

"Initial Term" has the meaning specified in Section 5.1(A) hereof.

"Manure/Stable Bedding Program" means the programs used by the County to mix source separated uncontaminated horse manure and stable bedding into its Organic Infrastructure to create organic product. Current permit requirements set a maximum percentage of 20% manure/stable bedding ("Material") by weight of total incoming feedstock. County agreement to accept Material is subject to payment of the Organic Contract Rate, available capacity, and compliance with the terms found in Attachment 2.

"Organic Contract Rate" has the meaning specified in Section 4.2 hereof.

"Organic Diversion Credit" means credit provided to a local jurisdiction or entity for implementing the diversion of Organic Waste from landfilling through specific activities recognized by the Department of Resources Recycling and Recovery (CalRecycle) including composting, anaerobic digestion, or other methods to meet the State's waste diversion goals and statutes such as Assembly Bill 939, Assembly Bill 341, Assembly Bill 1594, Assembly Bill 1826, and SB 1383 through waste prevention, reuse, and recycling.

"Organic Infrastructure" means the County's organics processing facilities and programs used to recycle and promote the processing and diversion of Organic Waste into compost or other material that qualifies as diversion under Applicable Law as described in more detail in Attachment 1.

"Organics Legislation" means organics recycling legislation including Assembly Bill 1594, Assembly Bill 1826, SB1383 and any future legislation pertaining to the management and diversion of Organic Waste.

"Organic ROWP Procurement Credit" means credit provided to a jurisdiction to meet their Recovered Organic Waste Procurement Target under SB 1383 by procuring Recovered Organic Waste Products as permitted by CalRecycle.

"Organics Agreement" means this Organic Services Agreement ("OSA") between the County and the City as the same may be amended or modified from time to time in accordance herewith.

"Organic Take-Back Goal" means the programs that City and County will work toward to create City programs that have the goal of City taking back its Proportional Share of finished compost or other Recovered Organic Waste Product for local application.

"Organic Waste" means solid wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges as defined in Title 14 of the California Code of Regulations, Section 18982(a)(46).

"Processed Green Material" ("PGM") as defined in Title 27, California Code of Regulations §20690(b)(3) means any plant material that is either separated at the point of generation, or separated at a centralized facility that employs methods to minimize contamination. Green material includes, but is not limited to, yard trimmings, untreated wood wastes, paper products, and natural fiber products. Green material does not include treated wood waste, mixed demolition or mixed construction debris, manure, or plant waste from the food processing industry, alone or blended with soil. Processed green material may include varying proportions of wood waste from urban and other sources and shall be ground, shredded, screened, source separated for grain size, or otherwise processed. This PGM standard is the standard that Controllable Organic Waste must meet in order to be accepted at County's Organic Infrastructure under the OSA.

"Proportional Share" means 60% of the weight of Controllable Organic Waste City delivered by City to County's Organics Infrastructure.

"Recovered Organic Waste Product" or "ROWP" means compost, mulch, renewable energy (transportation fuel, electricity, and gas for heating) from anaerobic digestion, and electricity from biomass conversion.

"Recycled City Organic Waste" means any otherwise Controllable Organic Waste which is separated from Acceptable Organic Waste by the generator thereof and composted by generator at home, community gardens or other processing and which is not placed in Franchise Hauler bin for collection.

"Renewal Term" has the meaning specified in Subsection 5.1(C) hereof.

"Residential Organic Waste" means Acceptable Organic Waste normally disposed of by or collected from residential (single family and multi-family) residences.

"Residual Waste" means any contaminants, inert materials, overs, or Acceptable Organic Waste that could not be processed at the Department's Organic Infrastructure that required to be dispose within the Disposal System.

"Waste Disposal Agreement" ("WDA") means the currently operative agreement between the Parties for the disposal of municipal solid waste that is currently set to expire on June 30, 2026. **With the exception of specific or conflicting provisions provided in this Organics Agreement, the Parties agree that the terms found in the WDA shall be applied to the interpretation of this OSA. For the purpose of interpretation of this OSA, the Parties also intend that the WDA be read to include terms such as Controllable Organic Waste, where appropriate.**

"Waste Infrastructure System" or "Disposal System" means active Class III sanitary landfills ("County Landfills"), closed landfills managed by the County, resource recovery operations, Organics Infrastructure, recycling and organics programs, infrastructure and operations, and regional household hazardous waste collection centers and other waste management related systems as may be deemed necessary by the County.

"Waste Infrastructure System Enterprise Agreement" or "WISE Agreement" means each of the agreement between the parties that is expected to replace the current WDA that is set to expire on June 30, 2026.

SECTION 1.2 INTERPRETATION. In this Agreement, unless the context otherwise requires:

References Hereto. The terms "hereby", "hereof", "herein", "hereunder", "herewith", and any similar terms refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before, the Contract Date.

Gender and Plurality. Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

Persons. Words importing persons include firms, companies, associations, general partnerships, limited partnerships, trusts, business trusts, corporations and other legal entities, including public bodies, as well as individuals.

Headings. The table of contents and any headings preceding the text of the Articles, Sections and subsections of this Agreement shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

No Third Party Beneficiaries. Nothing in this Agreement is intended to confer on haulers or any other person other than the parties hereto and their respective permitted successors and assigns hereunder any rights or remedies under or by reason of this Agreement.

Counterparts. This Agreement may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same Agreement.

Applicable Law and Venue. This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

Severability. If any clause, provision, subsection, Section or Article of this Agreement shall be ruled invalid by any court of jurisdiction, then the parties shall: (1) promptly meet and negotiate a substitute for such clause, provision, subsection, Section or Article which shall, to the greatest extent legally permissible, effect the intent of the parties therein; (2) if necessary or desirable to accomplish item (1) above, apply to the court having declared such invalidity for a judicial construction of the invalidated portion of this Agreement; and (3) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with items (1) and (2) above to effect the intent of the parties in the invalid provision. The invalidity of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid portion did not exist, unless such invalidity frustrates the underlying primary purpose of the Agreement.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

SECTION 2.1 REPRESENTATIONS AND WARRANTIES OF THE CITY. The City represents and warrants that:

(A) Existence. The City is a general law or charter city or a Special District or Sanitary District validly existing under the Constitution and laws of the State.

(B) Due Authorization. The City has duly authorized the execution and delivery of this Organics Agreement, and this Organics Agreement has been duly executed and delivered by the City.

SECTION 2.2 REPRESENTATIONS AND WARRANTIES OF THE COUNTY. The County represents and warrants that:

(A) Existence. The County is a political subdivision of the State of California validly existing under the Constitution and laws of the State.

(B) Due Authorization. The County has duly authorized the execution and delivery of this OSA, and this OSA has been duly executed and delivered by the County.

ARTICLE III
DELIVERY AND ACCEPTANCE OF ORGANIC WASTE AND PROVISION OF ORGANIC PROCESSING SERVICES

SECTION 3.1 DELIVERY OF ORGANIC WASTE.

(A) Organic Waste Covenant. Subject to the occurrence of the Commencement Date and throughout the Term of this OSA, and subject to available Organic Infrastructure capacity, the City shall exercise all legal and contractual power and authority which it may possess from time to time to deliver or cause the delivery of all Controllable Organic Waste (up to City's Organic Tonnage Limit as provided in Attachment 3) to the Waste

Infrastructure System in accordance with the terms of this OSA.

(B) Recycled City Organic Waste.

1. Non-Mandatory Organic Waste City Programs: The parties hereto acknowledge the responsibility of the City to meet its own recycling and landfill diversion goals contained in the Act and Organics Legislation. Nothing in this Agreement is intended or shall be interpreted to prohibit or impair the ability of the City to meet such responsibilities, or to restrict the right of the residents, businesses or organizations in the City to practice source separation, recycling, composting or other materials recovery activities, or to restrict the right of the City to conduct, sponsor, encourage or require such activities in any form. No reduction in the amount of Controllable Organic Waste generated in the City and delivered to the Organic Infrastructure by or on behalf of the City which may result from any such source separation or recycling program shall cause the City any liability hereunder (other than potential adjustment to the Organic Contract Rate as may be negotiated by the Parties as authorized under this OSA, and shall not constitute a breach of this Agreement.)

2. Mandatory Organic Waste City Collection Programs: City shall provide data and information to County regarding City's mandatory Organic Waste collection programs including but not limited to the tonnage of organics collected by the City for diversion under this OSA. The information will be used to provide education and outreach for participation with the goal of minimizing contamination and increasing diversion.

(C) Organic Diversion Credit. City shall receive Organic Diversion Credit for City's Controllable Organic Waste minus any Residual Waste delivered by City and accepted by County and processed into Recovered Organic Waste Product at the County's Organic Infrastructure.

(D) Organic ROWP Procurement Credit. City shall receive Organic ROWP reports for finished recovered organics waste products procured from County that meets the procurement requirements of Title 14 of the California Code of Regulations, Section 18993.1 et seq. City shall receive Organic ROWP Procurement Credit as follows:

1. County will assist City in developing local City programs and opportunities designed to enable the City to meet its own ROWP requirements.

2. City shall be entitled to "take back" its Proportional Share of SB 1383 compliant, STA Certified compost, mulch or other ROWP products from County Organics Infrastructure and used as ROWP Procurement Credit.

3. County will provide reports and allocate credit associated with City resident ROWP pickup as well as commercial landscapers from City that collect ROWP from County Organic Infrastructure.

4. City will be eligible to receive ROWP Procurement Credit for excess Acceptable Recovered Organic Waste Product that County is able to market beyond that needed for the County unincorporated areas or that is not otherwise committed. (*County makes no guarantees that it will provide City with 100% ROWP Procurement Credit.)

(E) Organic Take-Back Goal. City is not required to "take back" its Proportional Share of STA Certified finished compost, mulch, or other ROWP from the County's Organic Infrastructure, however City and County will work toward creating City programs that have the goal of City taking back its Proportional Share of finished compost or other Recovered Organic Waste Product for local application ("Organic Take-Back Goal") to meet City's ROWP procurement requirements.

(F) Procurement of Additional ROWP. Pursuant to terms agreeable to both Parties, City may request to procure Recovered Organic Waste Product in addition to its Proportional Share within the same Contract Year.

(G) OSA Conditions. As a condition of participating in the County's Organics Infrastructure,

City agrees to the following terms:

1. All Controllable Organic Waste delivered to the County's Organics Infrastructure shall meet the standards as set forth in Attachment 2;
2. City or its Franchise Hauler shall pay the Organics Contract Rate for all Organic Waste delivered to the County's Organic Infrastructure for processing into Recovered Organic Waste Product;
3. City shall provide information to County on a quarterly basis that identifies where Controllable Organic Waste being delivered to the County's Organic Infrastructure originated and shall ensure that the organic material being delivered meets the definition of City Acceptable Organic Waste.
4. Bulk ROWP: City shall be entitled to arrange for the Take Back (at City cost) from County Organic Infrastructure compost, mulch and other Recovered Organic Waste Product in bulk form free of charge.
5. Non-Bulk ROWP: County may establish separate fees for provision of non-bulk material including but not limited to bagged material or compost wattles. City shall be entitled to arrange for the Take Back of Non-Bulk ROWP at City cost.
6. City's Proportional Share shall be calculated as 60% of the weight of Controllable Organic Waste City delivers to County's Organics Infrastructure by City.

(H) No Right of Organic Waste Substitution. Nothing in this Agreement shall authorize or entitle the City to deliver, or cause the delivery to the County's Organic Infrastructure, Acceptable Organic Waste originating from or generated outside the jurisdiction of the City, nor obligate the County to receive or dispose of any such Acceptable Organic Waste into the Waste Infrastructure System. The City shall not assign in whole or in part its right to deliver or cause to be delivered Controllable Organic Waste to the County hereunder, and shall not permit any Acceptable Organic Waste originating from or generated outside the jurisdiction of the City to be substituted for Controllable Organic Waste for any purpose hereunder.

SECTION 3.2 PROVISION OF ORGANIC PROCESSING SERVICES BY THE COUNTY.

(A) Organic Service Covenant. Commencing on the Commencement Date, the County shall provide or cause the provision of the service of receiving and processing of City's Controllable Organic Waste (up to the City Organic Tonnage Limit provided in Attachment 3) at the County's Organics Infrastructure as described in more detail in Attachment 1. The County shall exercise all reasonable efforts to minimize the costs incurred in complying with the Organic Service Covenant consistent with prudent solid waste management practice and environmental considerations and under Applicable Law.

(B) Receipt of Controllable Organic Waste. Upon acceptance of the Controllable Organic Waste that meets the PGM standards provided in Attachment 2, County shall process the Organic Waste into compost, mulch or other ROWP as specified in Title 14 of the California Code of Regulations Section 18993.1

(C) Education and Outreach. The Department will assist the City and its hauler in their efforts on Organic education and outreach with the goal of the City meeting its organic diversion and ROWP procurement requirements.

(D) Designated Facilities. County and City will coordinate in determining the primary organic processing facilities and tonnages (as reflected in Attachment 1) used for receiving and processing of Controllable Organic Waste. The Department shall immediately advise the City by telephone of any situation, event or circumstance which results in the partial or complete inability of the County to receive Controllable Organic Waste at any particular County Organics Infrastructure within the Waste Infrastructure System, its effect on the County's ability to perform its obligations hereunder, and the County's best estimate of the probable duration. The Department shall confirm such advice in writing within twenty four (24) hours of the occurrence of any such inability. The County shall use its best efforts to resume normal operation of the Organics Infrastructure primarily used by the City as soon as possible. In the event a situation, event or circumstance results in the partial or complete inability of the County to receive Controllable Organic Waste at any particular County Organics Infrastructure within the Waste Infrastructure System the County shall have the right to redirect Controllable Organic Waste to another landfill or County Organics Infrastructure within the Waste Infrastructure System for the duration of the situation, event or circumstance; In no event shall the County be required to accept Controlled Organic Waste if it does not have sufficient permitted organic processing capacity

within the Waste Infrastructure System.

(E) Compliance with Service Covenant Not Excused for any Reason. Commencing on the Commencement Date, and subject to the terms of this Agreement, the obligations of the County to duly observe and comply with the Organic Service Covenant, in accordance with Applicable Law, shall apply continuously and without interruption for the Term of this OSA. In the event that any Change in Law, situation, event or other Uncontrollable Circumstance impairs or precludes compliance with the Organic Service Covenant by the means or methods then being employed by the County, the County shall use best efforts to implement alternative or substitute means and methods to enable it to satisfy the terms and conditions of the Service Covenant. In the event that a Change in Law precludes the County from complying with such covenants with the means or methods then being employed and from utilizing any alternate or substitute means or methods of compliance, the County shall continuously use all reasonable efforts to effectuate executive, legislative or judicial change in or relief from the applicability of such law so as to enable the County lawfully to resume compliance with such covenants as soon as possible following the Change in Law.

County failure to duly observe and comply with the Organic Service Covenant due to its efforts to comply with Applicable Law, shall not constitute a breach under this Organics Agreement, and shall excuse County performance to the extent necessary to comply with Applicable Law.

If the alternative or substitute means and methods proposed for the County to observe and comply with the Organic Service Covenant are more costly than the previously used means and methods, the Parties shall negotiate a mutually agreeable new Organic Contract Rate. If the Parties are unable to agree on a new Organic Contract Rate, the Parties may terminate this agreement without penalty with ninety (90) days notice.

SECTION 3.3 COUNTY RIGHT TO REFUSE ORGANIC WASTE.

(A) Right of Refusal. Notwithstanding any other provision hereof, the County may refuse delivery of:

(1) Hazardous Waste;

(2) Acceptable Organic Waste delivered by City but originating from or generated outside the jurisdiction of the City;

(3) Acceptable Organic Waste delivered in excess of the City Organic Tonnage Limit listed in the Attachment 3;

(4) Acceptable Organic Waste in excess of permitted limits;

(5) Acceptable Organic Waste that would result in County violating Applicable Law;

(6) Controllable Organic Waste that does not meet the requirements found in Attachment 2;

SECTION 3.4 COUNTY PROVISION OF OTHER ORGANIC WASTE DIVERSION SERVICES.

(A) Food Waste Processing and Diversion. County is in the process of evaluating the options and feasibility of development of a Commercial Food Waste Processing Infrastructure. If developed, City will be provided an opportunity to participate in this service on terms separately agreed to by the Parties.

(B) Edible Food Recovery Programs. County is in the process of evaluating the options and feasibility of development of regional County-wide edible food recovery programs to assist Cities in meeting State mandated goals. The intent of Edible Food Recovery to address the food hierarchy and wasted food scale on a regional level through collaboration of all jurisdictions, key local, State and federal stakeholders, the non-profit sector and business sector. City agrees to cooperate with County efforts and collaborate on data analysis and reporting to provide jurisdictions reports for compliance under SB1383.

(C) Separate City -County Diversion Service Agreements. Nothing in this Agreement is intended to limit the right of the County to enter into a separate agreement with the City or any other person, jurisdiction, or entity to provide source reduction, materials recovery, recycling, composting or other waste diversion services.

ARTICLE IV
ORGANIC CONTRACT RATE

SECTION 4.1 CHARGING AND SECURING PAYMENT OF ORGANIC CONTRACT RATE.

The City acknowledges that the County shall have the right to charge and collect an Organic Contract Rate for the acceptance and processing of Controllable Organic Waste delivered to the Organic Infrastructure by City or its Franchise Hauler. City acknowledges that the County shall have the right to establish as part of the operating rules and regulations reasonable measures to secure the payment of all Organic Contract Rates.

SECTION 4.2 ORGANIC CONTRACT RATE.

(A) Establishment of Contract Rate. The Organic Contract Rate payable by each City or Franchise Hauler shall be **$67/Ton** up to the City Organic Tonnage Limit.

(B) Special Charges. Notwithstanding Section 4.2(A), the County shall have the right to impose special charges for items such as bagged material or compost wattles; new or expanded services; or receipt of hard to handle materials, such as bulky materials, construction and demolition debris, tree stumps, biosolids and sludge. Such special charges shall be calculated to reflect the reasonable incremental costs to the County of providing the new or expanded services or accepting such hard to handle materials.

(C) Escalation.

1. Annual CPI Adjustment: The Organics Contract Rate shall be adjusted each July 1, beginning 2027. The change will be equal to the percentage change in the Consumer Price Index - Consumer Price Index for Al Urban Consumers: Water and Sewer and Trash Collection Services in U.S. City Average (CUSR0000EHG) as measured from the October twenty one (21) months prior to the rate adjustment to the October immediately preceding the rate adjustment. In the event that the change in the change in CPI as described above is negative rather than positive, no rate adjustment will be made for that year.

Organic Contract Rate True-up: County will notify City prior to April 30, 2029 (and every three (3) years thereafter) and advise whether actual inflation rate since execution should be frozen for a period of time (in circumstances where Department revenues exceed Department Full Cost Recovery needs) or to determine whether the Organic Contract Rate should be increased beyond CPI as described above (in circumstances where Department costs exceed CPI) to ensure that Department revenues meet Full Cost Recovery.

2. Adjustment Resulting from Increased Fees: In addition to the other adjustments specified herein, the Organic Contract Rate shall be automatically adjusted to reflect the imposition of new fees or increases in existing fees relating to the County's processing of Controllable Organic Waste imposed by State, federal or other agencies. The County shall provide notice of any increase pursuant to this Section as soon as practicable after becoming aware of the imposition of any fees described above.

ARTICLE V
TERM

SECTION 5.1 EFFECTIVE DATE AND TERM.

(A) Initial Term. This Organic Services Agreement shall become effective, shall be in full force and effect and shall be legally binding upon the City and the County from the Contract Date and shall continue in full force and effect until June 30, 2036, unless earlier terminated in accordance with its terms, in which event the Term shall be deemed to have expired as of the date of such termination.

(B) Bi-Annual Opener. In light of the significant changes in law by the California Legislature to address climate change, the Parties agree to meet at least bi-annually or earlier at the request of County to review the Organic Contract Rate and discuss the need for additional investment into the Organic Infrastructure to respond to existing or new legislative requirements, diversion requirements, provision of new services, or other matters of mutual concern to the Parties.

(C) Option to Renew. This Agreement shall be subject to renewal by mutual agreement of the Parties, on or before June 30, 2036 for an additional term of 10 years (the "Renewal Term") on the same terms and conditions as are applicable during the Initial Term hereof or on amended terms as may be mutually agreed to by the Parties. The City shall give the County written notice of its election to renew this Agreement on or before June 30, 2034. If the parties do not execute a renewal of this Agreement prior to June 30, 2036 it shall expire.

ARTICLE VI
GENERAL PROVISIONS

SECTION 6.1 NOTICES. Any notice or communication required or permitted hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, to the notice address of the respective Parties set forth on the cover page of this Agreement. Changes in the respective addresses to which such notices may be directed may be made from time to time by any Party by notice to the other Party.

SECTION 6.2 ATTORNEYS FEES. In any action or proceeding to enforce or interpret any provision of this Agreement, each Party shall bear their own attorney's fees, costs and expenses.

SECTION 6.3 RELATIONSHIP OF THE PARTIES. Neither party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations or liabilities assumed by the other party hereto, whether accrued, absolute, contingent or otherwise, or whether due or to become due. The County is an independent contractor of the City and nothing in this Agreement shall be deemed to constitute either party a partner, agent or legal representative of the other party or to create any fiduciary relationship between the parties.

SECTION 6.4 NO CONSEQUENTIAL OR PUNITIVE DAMAGES. In no event shall either Party hereto be liable to the other or obligated in any manner to pay to the other any special, incidental, consequential, punitive or similar damages based upon claims arising out of or in connection with the performance or non- performance of its obligations or otherwise under this Agreement, or the material inaccuracy of any representation made in this Agreement, whether such claims are based upon contract, tort, negligence, warranty or other legal theory.

SECTION 6.5 AMENDMENTS. Neither this Agreement nor any provision hereof may be changed, modified, amended or waived except by written agreement duly authorized and executed by both Parties.

SECTION 6.7 NOTICE OF LITIGATION. Each Party shall deliver written notice to the other of any Legal Proceeding to which it is a party and which questions the validity or enforceability of this Agreement executed by the City or the County or any Legal Entitlement issued in connection herewith.

SECTION 6.8 FURTHER ASSURANCES. At any and all times the City and the County so far as may be authorized by law shall pass, make, do, execute, acknowledge and deliver any and every such further resolutions, acts, deeds, conveyances, instruments, assignments, transfers and assurances as may be necessary or reasonably requested by the other in order to give full effect to this Agreement.

SECTION 6.9 ASSIGNMENT OF AGREEMENT. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either Party hereto without the prior written consent of the other Party, which may be withheld in the other Party's sole discretion. Notwithstanding the foregoing, either Party may assign this Agreement to another public entity, subject to the reasonable consent of the other party. In such circumstances the Party not requesting the assignment shall have the right to demand assurances of the financial, technical and legal ability of the proposed assignee to undertake the responsibilities and obligations of the assigning Party.

SECTION 6.10 BINDING EFFECT. This Agreement shall bind and inure to the benefit of the Parties hereto and any successor or assignee acquiring an interest hereunder consistent with the provisions of Section 6.9 hereof.

Signature Page to Follow

IN WITNESS WHEREOF, COUNTY and CITY have caused this Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.

COUNTY OF ORANGE

Date_____ By _____
Director, OC Waste & Recycling

APPROVED AS TO FORM:
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By _____

Date _____

Date_____ By _____
Daniel R. Slater, Mayor
City Representative
City of Orange

Date_____ By _____
Pamela Coleman, City Clerk
City Representative
City of Orange

APPROVED AS TO FORM:

By _____
Nathalie Audorian, City Attorney √

Date _____

Attachment 1

COUNTY OF ORANGE ORGANIC INFRASTRUCTURE

Attachment 1

COUNTY OF ORANGE ORGANIC INFRASTRUCTURE

The County of Orange owns and operates a network of three commercial organic processing facilities co-located at each of the active landfills. Each of the organic processing facilities have the ability to receive organic material and to produce organic products for cities to meet their Take-Back requirements specified within this agreement. Products produced at the organic processing facilities meet CalRecycle's SB 1383 procurement requirement and are certified under the US Composting Council's Standard of Testing Assurance (STA) Program. Product offerings include compost and composted mulch. Additional products may be offered as determined by the County.

A summary of each of the organic processing facilities is listed below:

Valencia Greenery (Co-Located at Olinda Alpha Landfill)
1942 N. Valencia Avenue
Brea, CA 92823
Permitted Maximum Tonnage (Open Windrow): 94 tons per day
Proposed Permitted Maximum Tonnage (Covered Aerated Static Pile): 228 tons per day
Permitted Hours of Operation: Monday through Saturday 6:00 am to 4:00 pm
Ancillary Operation Hours: 24 hours per day/7 days a week

Bee Canyon Greenery (Co-Located at Frank R. Bowerman Landfill)
11002 Bee Canyon Access Road
Irvine, CA 92602
Permitted Maximum Tonnage (Open Windrow): 210 tons per day
Proposed Permitted Maximum Tonnage (Covered Aerated Static Pile): 876 tons per day
Permitted Hours of Operation: Monday through Saturday 7:00 am to 5:00 pm
Ancillary Operation Hours: 24 hours per day/7 days a week

Capistrano Greenery (Co-Located at Prima Deshecha Landfill)
32250 Avenida La Pata
San Juan Capistrano, CA 92675
Permitted Maximum Tonnage (Open Windrow): 204 tons per day
Proposed Permitted Maximum Tonnage (Covered Aerated Static Pile): 536 tons per day
Permitted Hours of Operation: Monday through Saturday 7:00 am to 5:00 pm
Ancillary Operation Hours: 24 hours per day/7 days a week

This list may be modified/expanded at the discretion of the County.

Attachment 2

SPECIFICATIONS FOR CONTROLLABLE ORGANIC WASTE AS PROCESSED GREEN WASTE MATERIAL (PGM) AT COUNTY ORGANIC INFRASTRUCTURE

Attachment 2

SPECIFICATIONS FOR CONTROLLABLE ORGANICE WASTE AS PROCESSED GREEN WASTE MATERIAL (PGM) AT COUNTY ORGANIC INFRASTRUCTURE

DESCRIPTION

Processed Green Material (PGM) consists of yard waste, grass clippings, leaves, tree trimmings and plant-based materials which have been sorted to remove contamination and processed by shredding or grinding. PGM should not contain manure, stable waste or pet waste, which can create odors.

Processed Green Material is defined as following (California Code of Regulations, Title 27, Division 2, Subdivision 1, Chapter 3, Subchapter 4, Section 20690 [b] [3]):

- **Processed Green Material** – means any plant material that is either separated at the point of generation or separated at a centralized facility that employs methods to minimize contamination. Green material includes, but is not limited to, yard trimmings, untreated wood wastes, paper products, and natural fiber products. Green material does not include treated wood waste, mixed demolition or mixed construction debris, manure, or plant waste from the food processing industry, alone or blended with soil. Processed green material may include varying proportions of wood waste from urban and other sources and shall be ground, shredded, screened, source separated for grain size, or otherwise processed.

CONTAMINANT DEBRIS

The PGM should be free from all contaminant debris (glass, plastic, film plastic, metals, etc.) as well as salt and deleterious material such as clods, coarse objects, rocks, inert debris, and Material Recovery Facility ("MRF") fines. County personnel visually inspect the PGM loads as they come in, making sure that the specifications are met and to determine if the loads are contaminated (i.e., mixed with paper, plastics and other trash.) If the loads appear to have unacceptable contamination in excess of 0.5% either by weight or volume, the PGM loads will not be allowed into the Organic Infrastructure and the City and/or hauler will be notified that contaminated PGM loads are unacceptable. The PGM will be deemed as municipal solid waste and the City and/or hauler will have the option to take the material to the landfill for disposal or be returned to the hauler's facility for additional processing. For material that is physically dumped at the unloading area and is deemed unacceptable by OC Waste & Recycling staff, the material will be re-loaded into the transfer vehicle for reprocessing at hauler's processing facility or sent to the landfill for disposal. Hauler will be charged the current "Hard-to-Handle" fee for re-loading services and disposal of unacceptable material.

SIZE

The particle size of the PGM acceptable is between ½-inch and 3 inches in length between ½-inch and 1 inch in width and between ½-inch and 1 inch in thickness. No particle should exceed 3 inches in any dimension.

MOISTURE CONTENT

The moisture content of the PGM should be in the range of 50-60 percent. If the PGM's moisture content is unacceptable and cannot be received for processing at the County's Organic Infrastructure Facilities, the material will be re-loaded into the transfer vehicle for reprocessing at hauler's processing facility or sent to the landfill for disposal. The hauler will be charged the current "Hard-to-Handle" fee for re-loading services and disposal of unacceptable material.

FOOD WASTE

Residential food waste mixed with PGM as part of a city organic collection program is acceptable provided that the food waste is free of contaminant debris (glass, plastic, food packaging, non-compostable silverware, soiled napkins,

etc.). No commercial or source-separated food waste will be accepted except for cases where the County has entered into an agreement with a City to accept specific source separated organic material as Additional Feedstock as described below.

SOURCE SEPARATED MANURE

Subject to available capacity, City and/or Hauler may bring non-residential, source separated manure and stable bedding pursuant to the following Manure/Stable Bedding Program requirements:

1. Material Quantity: manure/stable bedding must be uncontaminated which means free of any hazardous materials, food waste packaging, plastics, glass, and any large bulky items and inert materials that need to be further sized or removed for composting. ("Material")
2. Material Volume: County and City/Hauler will determine the anticipated volume of Material to ensure that the County's Organic Infrastructure has sufficient capacity to manage the proposed amount of Material.
3. Material will be load checked to determine if it meets the established quality standards. If contaminants exceed 0.5% (by weight or volume), the load is deemed contaminated and not meeting quality standard for use in the Manure/Stable Bedding Program.
4. Material that is deemed unacceptable will be subject to the fees established by OCWR for this material type. Material that does not meet the established quality standards will be charged as follows:
    a. If determined not to meet quality standards before Material is unloaded, standard disposal rates will apply.
    b. If determined not to meet quality standards after Material is unloaded (or partially unloaded), hard-to-handle disposal rates will apply.
5. Material Delivery:
    a. All Material deliveries will be scheduled and coordinated with OCWR prior to delivery. Any changes to material delivery quantities or days will be coordinated with OCWR prior to making the change.
    b. While OCWR will remain as flexible as possible on timing of deliveries, material deliveries will be limited to Monday through Friday between 8:00 am and 2:00 pm and subject to holiday schedules. Should the delivery times change, then OCWR shall give two (2) days prior notice of the delivery time change.
    c. Upon delivery, OCWR staff will record exact tonnage, name of hauler/transporter provider, and note distinguishing characteristics of feedstock and other pertinent information.
    d. Deliveries made without OCWR prior approval may be refused or charged at the established rate.
    e. OCWR reserves the right to deny a request to deliver for any reason. (i.e., OCWR does not guarantee that it will accept manure/stable bedding under this program. Instead, OCWR will accept Material based on its operational need and will make every effort to accommodate City's/hauler Material except when a reduction or stoppage is needed.)

ADDITIONAL FEEDSTOCK

The County at its discretion may accept additional material types such as food waste and manure based on availability and permitting conditions at each of the County's organic processing facilities. The County will work with City to identify the specifications for accepting the material types including scheduling of deliveries and quantities.

CHANGES TO SPECIFICATIONS

County reserves the right to modify the Specifications found in this Appendix due to a change in law or regulation or in consideration of operational or Organic Processing Infrastructure needs. County shall provide 90 days notice regarding changes to this Appendix.

Attachment 3

CITY ORGANIC TONNAGE LIMIT

Attachment 3

CITY ORGANIC TONNAGE LIMIT

The City Organic Tonnage Limit listed in the Attachment is the maximum amount of Controllable Organic Waste that County is committed to accept under the Organic Service Agreement.

Jurisdiction	Designated Greenery	City Organic Tonnage Limit		
		Daily Limit[1]	**Monthly Limit[2]**	**Annual Limit**
TBD		_____tons	_____ tons	_____ tons
TBD				
TBD				
TBD				

1. Daily Limit includes up to 20% by weight of source separated manure and stable bedding.

2. In the event City delivers less than their monthly limit, County may allocate unused City capacity at its discretion.

Attachment 4

ORGANIC INFRASTRUCTURE RESOLUTION

RESOLUTION NO. 19-19-031

RESOLUTION OF THE BOARD OF SUPERVISORS OF ORANGE COUNTY, CALIFORNIA DIRECTING OC WASTE & RECYCLING TO UTILIZE EXISTING COUNTY RESOURCES TO RESEARCH OPPORTUNITIES AND DEVELOP STRATEGIES TO ACHIEVE STATE IMPOSED ORGANICS RECYCLING MANDATES.

WHEREAS, in 1989 the State of California enacted AB 939 (Sher), The Integrated Waste Management Act, requiring jurisdictions to divert a minimum of 50% of waste then going to landfills;

WHEREAS, in 2014 the State of California enacted AB 1594 (Williams, Chapter 719, Statutes of 2014), mandating that as of January 1, 2020, the use of green material as alternative daily cover will no longer constitute diversion through recycling and will instead be considered disposal in terms of measuring a jurisdiction's annual 50% per capita disposal rate;

WHEREAS, in 2018, Orange County cities delivered approximately 513,000 tons of processed green material to Orange County landfills accepted for free to be used as alternative daily cover, saving the residents of Orange County more than $17,000,000 over the comparable cost of disposal;

WHEREAS, beginning in 2020, due to the new influx of previously diverted processed green material several Orange County cities will have difficulty meeting the mandated 50% diversion rate due to a lack of organics processing infrastructure within Orange County;

WHEREAS, in 2016 the State of California enacted SB 1383 (Lara, Chapter 395, Statues of 2016), establishing methane emissions reduction targets, to be achieved via even greater diversion of organics from landfills, in a statewide effort to reduce emissions of short-lived climate pollutants;

WHEREAS, the state continually increases the type and volume of organics that must be diverted from landfills and recycled;

WHEREAS, transportation is the most significant cost component to managing any waste stream, and the County Landfill system is well suited to receive and process organic material;

WHEREAS, the Orange County Board of Supervisors has considered the needs of Orange County and the need for additional organic recycling infrastructure;

WHEREAS, the Orange County Board of Supervisors supports protecting consumers via the creation of an organics recycling infrastructure within Orange County;

WHEREAS, the Orange County Board of Supervisors is committed to fulfilling its legal obligations to meet state mandates in a manner that is least burdensome to taxpayers;

NOW, THEREFORE BE IT RESOLVED, the Orange County Board of Supervisors acknowledges that the County has an interest in utilizing County resources to support the region in developing additional organics recycling infrastructure. The Board **HEREBY ORDERS** as follows:

SECTION 1. OC Waste & Recycling (OCWR) shall research opportunities and use available county resources to develop strategies and programs to achieve state-imposed organics recycling mandates for County unincorporated areas and where feasible leverage and extend similar opportunities to serve other public agencies and incorporated portions of Orange County.

SECTION 2. OCWR shall work transparently with all stakeholders to achieve the above-stated goals.

SECTION 3. Authorize OCWR to seek opportunities for organics recycling grants to help offset the costs of organics recycling research, program implementation and other related expenses. OCWR shall comply with County policies in applying for and accepting grants.

The foregoing was passed and adopted by the following vote of the Orange County Board of Supervisors, on April 23, 2019, to wit:

AYES:	Supervisors:	LISA A. BARTLETT, ANDREW DO, MICHELLE STEEL DONALD P. WAGNER, DOUG CHAFFEE
NOES:	Supervisor(s):	
EXCUSED:	Supervisor(s):	
ABSTAINED:	Supervisor(s):	

CHAIRWOMAN

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

I, ROBIN STIELER, Clerk of the Board of Orange County, California, hereby certify that a copy of this document has been delivered to the Chairman of the Board and that the above and foregoing Resolution was duly and regularly adopted by the Orange County Board of Supervisors .

IN WITNESS WHEREOF, I have hereto set my hand and seal.

ROBIN STIELER
Clerk of the Board
County of Orange, State of California

Resolution No: 19-031

Agenda Date: 04/23/2019

Item No: 48

I certify that the foregoing is a true and correct copy of the Resolution adopted by the Board of Supervisors , Orange County, State of California

Robin Stieler, Clerk of the Board of Supervisors

By. _____
Deputy

Agenda Item

Orange City Council

Item #: 3.6. 4/28/2026 **File #:** 26-0190

TO: Honorable Mayor and Member of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Christopher Cash, Public Works Director

1. SUBJECT

Amendment and restatement of National Pollutant Discharge Elimination System Stormwater Permit Implementation Agreement between the County of Orange, Orange County Flood Control District, and participating Orange County cities

2. SUMMARY

The amendment and restatement of the National Pollutant Discharge Elimination System Stormwater Permit Implementation Agreement restates and updates the original agreement to reflect current regulatory requirements, administrative practices, and programmatic needs and provides added flexibility in designing and developing watershed-specific strategies, programs, and projects.

3. RECOMMENDED ACTION

Approve the Amended and Restated National Pollutant Discharge Elimination System Stormwater Permit Implementation Agreement between the County of Orange, Orange County Flood Control District, and participating Orange County cities; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

None. The City's financial contribution will be calculated annually based on its proportional share of land area and population, as outlined in the Agreement. Costs will be included in the City's annual operating budget.

5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

The original National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Implementation Agreement (D90-094), which was executed in 1990 and amended in 1993 and 2002 (D02-048), established a cooperative framework for implementing the Orange County Stormwater Program to meet Municipal Separate Storm Sewer System (MS4) permit requirements and improve surface water quality. The agreement allowed for collaboration, consistency, and cost sharing of regional compliance strategies, municipal staff training, watershed monitoring and reporting efforts, and other MS4 program elements required of each of the participating Orange County cities. The City is a participating city under the MS4 permits issued by the California Regional Water Quality

Control Boards (Santa Ana and San Diego Regions).

The current NPDES Stormwater Permit Implementation Agreement has achieved many significant water quality improvements to local beaches and inland waters. State regulatory requirements issued through the MS4 permits have changed significantly since the Agreement was last updated. Watershed-specific water quality priorities have become increasingly complex requiring targeted solutions including structural treatment projects to meet ongoing and forthcoming compliance requirements.

The proposed Agreement restates and updates the original Agreement to reflect current regulatory requirements, administrative practices, and programmatic needs. It continues the collaborative approach among the participating Orange County cities (Permittees) to implement regional stormwater management strategies, but it also provides added flexibility in designing and developing watershed-specific strategies, programs, and projects using corresponding shared cost sub-budget scales. As part of the shared cost budget approval process, the amended and restated Agreement also formalizes the consultation process with the Orange County City Managers Association (OCCMA) each year, which updates and improves the existing annual budget collaboration process already implemented with OCCMA.

The annual shared cost budget for this Agreement maintains the existing cost sharing formula approach based on land area and population for the unincorporated County and 34 Orange County cities, with the Orange County Flood Control District (District) contributing 10% of the overall cost. For sub-budgets allowed under this Agreement that do not apply to all the Permittees, this same cost sharing formula approach would be applied for the participating Permittees. Examples of the types of geographic areas that a sub-budget could apply include: across an MS4 permit area, watershed level, or sub-watershed scales.

Key provisions of the amended and restated Agreement include:

- Continued designation of the County as the administrator of the regional Orange County Stormwater Program.
- Clarification of responsibilities for each Permittee, including compliance reporting, monitoring, and implementation of Best Management Practices (BMPs).
- Engagement with the OCCMA for strategic input on compliance and funding.
- Provides an updated collaborative review process for annual operating budgets, including allowing for new sub-budgets to be established with smaller groups of Permittees to support development of targeted water quality projects and programs.
- Continues the existing cost sharing formula between Permittees based on land area and population, with the District contributing 10% and the County and Cities sharing the remaining 90% for the annual operating budget countywide. For new sub-budgets, the same approach will be used to share costs amongst those participating agencies.

7. ATTACHMENTS

- Amended and Restated NPDES Stormwater Permit Implementation Agreement

Agenda Item

Orange City Council

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TO: Honorable Mayor and Member of the City Council

THRU: Jarad Hildenbrand, City Manager

FROM: Christopher Cash, Public Works Director

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The proposed Agreement restates and updates the original Agreement to reflect current regulatory requirements, administrative practices, and programmatic needs. It continues the collaborative approach among the participating Orange County cities (Permittees) to implement regional stormwater management strategies, but it also provides added flexibility in designing and developing watershed-specific strategies, programs, and projects using corresponding shared cost sub-budget scales. As part of the shared cost budget approval process, the amended and restated Agreement also formalizes the consultation process with the Orange County City Managers Association (OCCMA) each year, which updates and improves the existing annual budget collaboration process already implemented with OCCMA.

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Key provisions of the amended and restated Agreement include:

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- Engagement with the OCCMA for strategic input on compliance and funding.
- Provides an updated collaborative review process for annual operating budgets, including allowing for new sub-budgets to be established with smaller groups of Permittees to support development of targeted water quality projects and programs.
- Continues the existing cost sharing formula between Permittees based on land area and population, with the District contributing 10% and the County and Cities sharing the remaining 90% for the annual operating budget countywide. For new sub-budgets, the same approach will be used to share costs amongst those participating agencies.

7. ATTACHMENTS

- Amended and Restated NPDES Stormwater Permit Implementation Agreement

AMENDED AND RESTATED NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

STORMWATER PERMIT IMPLEMENTATION AGREEMENT

This AMENDED AND RESTATED NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM STORMWATER PERMIT IMPLEMENTATION AGREEMENT ("AGREEMENT"), for purposes of identification numbered [D02-048], and which may be alternatively referred to as the "OC Stormwater Program Implementation Agreement," is entered into this ____ day of _____, 2026, by the County of Orange, (herein called the COUNTY), the Orange County Flood Control District (herein called DISTRICT) and the cities of Aliso Viejo, Anaheim, Brea, Buena Park, Costa Mesa, Cypress, Dana Point, Fountain Valley, Fullerton, Garden Grove, Huntington Beach, Irvine, Laguna Beach, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, La Habra, La Palma, Los Alamitos, Mission Viejo, Newport Beach, Orange, Placentia, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Santa Ana, Seal Beach, Stanton, Tustin, Villa Park, Westminster, and Yorba Linda (herein called CITIES). The COUNTY, DISTRICT, and CITIES may be referred to collectively as PERMITTEES or individually as PERMITTEE, COUNTY, DISTRICT, or CITY, respectively, in this AGREEMENT.

RECITALS

WHEREAS, the United States Congress in 1987, through the Water Quality Act, amended Section 402 of the Clean Water Act (33 U.S.C.A. 1342(p)) to require the United States Environmental Protection Agency ("EPA") to promulgate regulations for permitting stormwater discharges; and

WHEREAS, EPA regulations require National Pollutant Discharge Elimination System ("NPDES") permits for discharges from a municipal separate storm sewer system ("MS4")(herein after called MS4 permits), and further require MS4 permits to include requirements to control pollutants from stormwater discharges; and

WHEREAS, in 1927, the Orange County Flood Control Act created the DISTRICT

to provide for the control of flood and stormwater and protect from damage from those flood or stormwater, the harbors, waterways, public highways, and property within the DISTRICT's jurisdiction; and

WHEREAS, the powers granted to the DISTRICT include the authority to regulate discharges that threaten to impact its system and carry on technical and other investigations, examinations, or tests of all kinds, making measurements, collecting data, and making analyses, studies, and inspections pertaining to water supply, control of floods, use of water, water quality, nuisance, pollution, waste, and contamination of water, both within and without the DISTRICT; and

WHEREAS, the California State Water Resources Control Board ("SWRCB"), as designee of the EPA, has delegated authority to the California Regional Water Quality Control Boards-Santa Ana Region ("RWQCB-SAR") and San Diego Region ("RWQCB-SDR")(collectively, the RWQCBs) for administration of MS4 permits within the boundaries of their regions; and

WHEREAS, the COUNTY, DISTRICT, and CITIES are PERMITTEES under MS4 permits issued by the RWQCBs; and

WHEREAS, the RWQCBs have designated the COUNTY as the Principal PERMITTEE or Principal Watershed Co-permittee, as defined in the MS4 permits; and

WHEREAS, the COUNTY, the DISTRICT and the CITIES previously entered into that certain agreement entitled National Pollutant Discharge Elimination System Stormwater Permit Implementation Agreement D90-094, on December 18, 1990, which was subsequently amended on October 26, 1993 by Amendment No. 1 and then on June 25, 2002 (the December 18, 1990 Agreement as Amended by Amendment No. 1 and the June 25, 2002 amendment will be referred to collectively hereinafter as the ORIGINAL AGREEMENT), to cooperatively develop, and did thereunder develop, an integrated stormwater runoff management program with the objective of fulfilling MS4 permit requirements and improving water quality in Orange County (program

referred to herein as the "OC Stormwater Program"); and

WHEREAS, Section X of the ORIGINAL AGREEMENT provides that the ORIGINAL AGREEMENT may be amended by consent of a majority of the PERMITTEES which represent a majority of the percentage contributions as described in Section IV of the ORIGINAL AGREEMENT; and

WHEREAS, continued cooperation between the CITIES, the COUNTY, and the DISTRICT to jointly implement the OC Stormwater Program to fulfill prior, new, and potential future MS4 permit requirements, to the extent feasible, is in the best interests of the CITIES, the COUNTY, and the DISTRICT; and

WHEREAS, the PERMITTEES now desire to restate and amend the ORIGINAL AGREEMENT, as reflected and set forth in this AGREEMENT.

NOW, THEREFORE, the PERMITTEES do mutually agree as follows:

I. FILING STATUS

The COUNTY, the DISTRICT, and each CITY have filed applications for MS4 permits as PERMITTEES. The COUNTY, the DISTRICT and each CITY is a PERMITTEE under each MS4 permit to which they are subject.

II. INCORPORATION OF FEDERAL GUIDELINES

All applicable federal and state water quality regulations and guidelines under the Federal Clean Water Act, as presently written or as changed during the term of this AGREEMENT, are hereby incorporated by reference and made a part of this AGREEMENT and take precedence over any inconsistent terms of this AGREEMENT.

III. DELEGATION OF RESPONSIBILITIES

The responsibilities of each of the parties shall be as follows:

A. The COUNTY shall be the administrator of the OC Stormwater Program and, on a cost-shared basis, perform the following functions:

1. Annual operating budgets.

a. Prepare the annual operating budget ("annual operating budget"), which shall include a work plan and associated financial plan and

budget. The annual operating budget is intended to provide for all programmatic functions and associated costs of the OC Stormwater Program, as outlined in this AGREEMENT and as generally described in Section V.A. Annual operating budgets and work plans may be based on RWQCB region (i.e., Santa Ana Region versus San Diego Region). The budget year shall coincide with the COUNTY's fiscal year, July 1 – June 30.

b. Consult with the Stormwater Program Representatives (as defined in Section III.C.8) when preparing annual operating budgets and major program elements therein.

c. A draft of the annual operating budget may be prepared for the PERMITTEES for review by February 15 each year. Annual operating budgets shall be submitted to the PERMITTEES for consideration and approval by May 15 of each year. Individual CITY approval shall be obtained from each CITY's city manager or designee thereof by July 30 of each year. CITY manager designations for annual operating budget approval shall be provided in writing to the County and shall remain in effect until revoked in writing by the CITY's city manager. An annual operating budget shall be deemed approved and adopted for the OC Stormwater Program by affirmative responses from PERMITTEES which represent a majority (50% or greater) of both the area and population percentage contribution as calculated in accordance with Section V.A (method for calculating approval percentage referred to as "Majority Approval"). The COUNTY and the DISTRICT shall represent one voting PERMITTEE with their percentage contribution equal to the total of the COUNTY and the DISTRICT as described in Section V.A.

d. An approved and adopted annual operating budget shall not be

exceeded without prior Majority Approval of the PERMITTEES.

2. Project or watershed-specific sub-budgets.

    a. In coordination with the PERMITTEES, prepare project-specific and/or watershed-specific budgets and associated work plans (collectively, "sub-budget(s)") for the design of water quality projects and/or responding to RWQCB enforcement orders and/or other orders (e.g., California Water Code 13267 or 13383 orders).

    b. Sub-budgets shall be prepared and proposed on an as-needed basis, at the discretion of the COUNTY, or as requested by interested PERMITTEES, subject to concurrence of the COUNTY.

    c. Each PERMITTEE willing to participate in a sub-budget will confirm participation to the COUNTY in writing. A PERMITTEE who confirms participation in a sub-budget shall be referred to herein as "PARTICIPATING PERMITTEE(s)." Sub-budgets will be subject to unanimous approval by all PARTICIPATING PERMITTEES, except that where a Participating Permittee fails to vote to approve a proposed sub-budget, such failure shall be deemed a withdrawal from the sub-budget and the withdrawing PERMITTEE shall no longer be considered a PARTICIPATING PERMITTEE and shall have no obligation to pay for or participate in the sub-budget.

    d. Project elements that go beyond design (e.g., construction, operation, and maintenance) shall not be provided for in sub-budgets and, instead, are subject to separate agreement between the Participating Permittees.

3. Represent the OC Stormwater Program in reviews of documents, comments, and discussions with EPA, SWRCB, and RWQCBs and/or other resource agencies regarding MS4 permit requirements and related policies, programs, and regulations. The COUNTY shall timely notify the

PERMITTEES of any decision reached during these discussions that, in the determination of the County, substantially impacts the OC Stormwater Program.

4. Implement approved annual operating budgets and sub-budgets.
5. Working in collaboration with PERMITTEES, prepare and submit regional compliance reports as the Principal PERMITTEE, as required under the MS4 permits, and/or as designated in the approved workplans.
6. Implement the regional monitoring and reporting program elements from approved workplans for the MS4 permits, including, but not limited to, tasks to monitor and measure the effectiveness of Best Management Practices ("BMPs"). This may include monitoring and modeling.
7. Obtain, as may be required by the annual operating budget and/or sub-budgets approved pursuant to this AGREEMENT, professional services, including, but not limited to, scientific, engineering, environmental, economic, and/or legal consultants to provide technical assistance for the work associated with the OC Stormwater Program. This work may include, but is not limited to, the preparation of technical or economic studies, legal analysis, watershed management plans, stormwater runoff management plans, water quality improvement plans, modeling, reasonable assurance demonstrations/reasonable assurance analyses, monitoring plans, technical reports, municipal staff training activities, and the design of structural and non-structural BMPs and strategies to prevent and/or reduce pollutants in stormwater runoff. Contracts for professional services to be funded under this AGREEMENT shall be made in conformance with the COUNTY's procurement policies, and, to the extent there is no conflict, the following:
    a. The COUNTY shall make efforts to stagger the date of issuance of new contracts for professional services, so that PERMITTEES may

better absorb increases in consultant fee rates.

b. For contracts for professional services that would require approval by the Orange County Board of Supervisors (as determined within the sole discretion of the COUNTY), one Stormwater Program Representative for every two designees of the COUNTY shall be allowed to participate in any panel formed for the purpose of evaluating responses to Requests for Proposals or similar competitive solicitations submitted by potential consultants. Where any contract subject to this provision is to be extended beyond the initial term, the COUNTY shall request feedback from the Stormwater Program Representatives, regarding the consultant's performance, prior to executing the extension. This process shall in no way impinge upon or limit the COUNTY's discretion to enter into, amend, extend, renew, or cancel any contract for professional services for the OC Stormwater Program.

c. The COUNTY shall notify the PERMITTEES of any changes in the COUNTY's procurement policies that significantly affect the thresholds for competitive procurement, scoring, or selection processes for contract services.

8. Implement a facility inspection program, as required by the MS4 permits, for MS4 facilities within the unincorporated areas of the County, at no cost to the CITIES.

9. Implement a facility inspection program, as required by the MS4 permits, for MS4 facilities on County-owned property used for COUNTY governmental purposes (i.e., property used for governmental functions) and located within a CITY, at no cost to the CITIES. For purposes of this section, the regional facility known as Dana Point Harbor shall be considered a County-owned property used for governmental purposes.

a. To avoid confusion in the implementation of each party's facility inspection programs, the COUNTY shall provide a list of those facilities, buildings and properties that it owns and are located within other jurisdictions (i.e. non-unincorporated properties) that the COUNTY has decided to monitor and regulate pursuant to this Section III.A.9. The County further agrees to notify the affected PERMITTEE of changes to the status of a facility.

B. The DISTRICT shall, on a cost-shared basis, except as set forth in subparagraph 2 below:

1. Perform or cause to be performed the water quality and hydrographic monitoring for compliance with MS4 permits and/or in accordance with RWQCB-approved monitoring plans and/or in the approved workplans.
2. Implement a facility inspection program, as required by the MS4 permits, for MS4 facilities located on District-owned and controlled property that is used for governmental purposes, at no cost to the CITIES.
3. Undertake or cause to be undertaken all activities required of the CITIES in Section III.C and applicable to the District.

C. The CITIES, at no cost to the Counties and the District, shall:

1. Implement a facility inspection program for its MS4 facilities, as required by the MS4 permit(s) and within the jurisdictional boundaries of that CITY.
2. Submit to the COUNTY storm drain system maps and/or data describing the type and location of its MS4 facilities with periodic revisions that reflect any modifications made as a result of land development/redevelopment. If possible, information shall be submitted as geographical information system ("GIS") data.
3. Support the COUNTY in the preparation of watershed characterizations and catchment prioritization efforts, including, but not limited to, by:

a. Identifying applicable zoning and land use designations.

b. Identifying areas where sources of specific pollutants are known.

4. Upon COUNTY request, review, comment on, consider approval of, and, if approved, implement regional strategies to prevent and reduce pollutants in stormwater runoff.

5. Implement an illegal discharge detection and elimination program as required by the MS4 permit(s) to which the CITY is subject. Demonstrate adequate legal authority to control discharges to its MS4 facilities as may be required by the relevant MS4 permit(s) to which the CITY is subject.

6. Provide, as requested by the COUNTY, copies of the CITY's jurisdictional reports, data, and any other information (in formats requested by the COUNTY, where such formats are reasonably available) to satisfy requirements in MS4 permits or other orders issued by a Regional Board or the State Board, to which the CITY is subject, provided the CITY has not otherwise challenged such order, and such challenge has not been resolved.

7. Participate in meetings convened by the COUNTY and respond to requests for information from the COUNTY, intended to obtain PERMITTEE input on matters related to this AGREEMENT and the implementation of the OC Stormwater Program.

8. Designate primary and secondary Stormwater Program Representative for matters related to this AGREEMENT and the implementation of the OC Stormwater Program. Designations shall be made by each CITY's city manager, or designee, in writing to the COUNTY. Each designation shall remain in effect until revoked by the CITY's city manager or designee. Stormwater Program Representatives are intended to provide subject matter input and facilitate communication between the COUNTY and each CITY. For purposes of this AGREEMENT, a Stormwater Program

Representative will not be deemed to have the authority to approve annual operating budgets on behalf of a CITY, as required in Section III.A.1, unless expressly stated in the written designation provided to the COUNTY.

D. In the unincorporated areas of the COUNTY, the COUNTY shall, at no cost to the CITIES or the DISTRICT, undertake or cause to be undertaken all activities required above of the CITIES in Section III.C that are not responsibilities of the DISTRICT as outlined in Section III.B.

IV. Orange County City Manager Association Engagement

A. In lieu of the activities of the Technical Advisory Committee under the ORIGINAL AGREEMENT, the COUNTY shall endeavor to create a working relationship with the Orange County City Manager Association ("OCCMA") or a sub-group thereof, to address issues such as MS4 permit requirements, MS4 permit compliance methods, and funding needs and strategies to facilitate regional and/or watershed-based, multi-jurisdictional project efforts.

B. At its discretion, the COUNTY, in coordination with the PERMITTEES as set forth in this AGREEMENT, may implement recommendations (or parts thereof) that OCCMA may give on OC Stormwater Program matters, including, but not limited to, potential strategies for compliance with current and anticipated future MS4 permit requirements; funding strategies and options for MS4 permit compliance efforts; and OC Stormwater Program budgeting. Recommendations that would result in unbudgeted costs shall be subject to Majority Approval of the PERMITTEES pursuant to III.A.1.d.

C. Under no circumstances shall this Section be interpreted as a replacement or substitute for any other responsibility of CITIES or the COUNTY under this Agreement. At the COUNTY's discretion, the Director of OC Public Works may enter into a memorandum of understanding with OCCMA to facilitate

procedures for OCCMA engagement under this Section. Under no circumstances shall this provision be interpreted to require any written agreement between the COUNTY and OCCMA.

V. PROGRAM COSTS

A. Annual Operating Costs.

Where not otherwise funded, the annual operating budget, including all costs of equipment, goods, COUNTY services (including, but not limited to, applicable COUNTY and COUNTY'S departmental overhead), and all professional services costs incurred by the COUNTY, and any cost of the MS4 permits, as determined by the COUNTY in its role as administrator of the OC Stormwater Program, shall be a shared cost and allocated among the COUNTY, DISTRICT, and CITIES, and paid for as follows:

Participants	Percentage Contribution
DISTRICT	10
CITIES + COUNTY	90

The individual percentage contributions from each CITY and the COUNTY shall be functions of their respective dry land areas and population relative to those of the entire County of Orange. Each area shall be calculated as one-half of the sum of the area and population fractions, multiplied by 90%. National forests, state parks, airports, landfills, oceans, harbors, tidal bays, and active military installations shall be excluded from area calculations (Exhibit A-1). The contribution of the COUNTY shall be calculated from unincorporated areas and their respective populations. Should any external or alternative sources of funding become available, those funds may be directly applied to the appropriate budget(s) before the shared cost percentages are applied to the PERMITTTEES or credited to a subsequent budget.

Share in percent for jurisdiction #1= $\{(X_1/X_{tot}) + (Y_1/Y_{tot})\}/2 \times (90)$

X = area

Y = population

tot = total population or area

90 = total percentage excluding the DISTRICT's contribution

The percentage share shall be calculated by the COUNTY from population and area data. The population data shall be the most recent annual population estimates produced by the California Department of Finance, and area is based on the most recent OC Public Works survey data available to the COUNTY. Percentage share calculations shall be updated by May of each budget year for the budget year following and shall be included in annual operating budget proposals. Annual operating budget proposals shall be prepared based on the following percentage share computation methods, as applicable, and subject to exclusions in Exhibit A-1:

1. Countywide costs will be calculated as described in the process and formula above and subject to Exhibit A-1 for the entire group of PERMITTEES.
2. Regional costs, specific to only one RWQCB permit (Santa Ana Region and San Diego Region), will be calculated based on the process and formula above for PERMITTEES within the respective permit geographic area. For PERMITTEES that have jurisdiction in both permit regions, the regional costs will be based on the land area and prorated population for that permit geographic area.
3. Sub-budgets shall be based on the PARTICIPATING PERMITTEES and their corresponding area and prorated population total within the geographic area subject to the specific sub-budget.
4. In the event of a regulatory directive issued to PERMITTEES requiring amendment of any approved budget, the COUNTY shall provide immediate

notice to the included PERMITTEES and hold discussions with respect to responding to the directive and funding the immediate response. Such budget amendments shall be subject to the Majority Approval referenced in Section III.A.1.d.

5. If at any time during a budget year costs exceed the sum of the deposits for any approved budget, and prior Majority Approval for such exceedance has been obtained, the COUNTY shall submit invoices to the involved PERMITTEES to recover the deficit. The share for each PERMITTEE shall be prorated according to the formula that was initially used to apportion budget costs. Each CITY shall pay the invoice within 45 calendar days of the billing date.
6. If at any time costs exceed the sum of the deposits for any approved budget, the COUNTY may propose a budget increase and request payment by the PERMITTEES, and PERMITTEES shall pay such amount, provided the budget increase is approved in accordance with sections III.A.1.c-d or III.A.2.c of this Agreement, as may be applicable. Until such approval is obtained and sufficient deposits received, the COUNTY may, at its sole discretion, cease carrying out approved budget components so as to limit or not incur costs in excess of deposits. Nothing in this AGREEMENT shall be construed as requiring PERMITTEES to approve budget increases.
7. The COUNTY shall prepare a budget year-end accounting within 120 calendar days of the end of the budget year and present the same to the involved PERMITTEES for review. If the budget year-end accounting results in the sum of the deposits exceeding costs (net of interest earnings), the excess deposits shall carry forward to reduce the obligation of the PERMITTEES for the following budget year and prorated to the CITIES consistent with the cost-sharing population and area data

calculation above.

8. The COUNTY shall invoice each CITY for its annual share of each approved budget by November 30 of each budget year. Each CITY shall pay their deposit(s) within 45 calendar days of the billing date or within 45 calendar days of November 30, whichever is later. Each CITY'S deposit(s) shall be based on their prorated share(s) of the approved budget(s), reduced for any carry forward amount identified in the prior budget year-end accounting.
9. The COUNTY shall hold each CITY's annual share of each approved budget in interest-bearing accounts and credit interest earned on each CITY's annual share against each CITY's share of the approved budget costs. The COUNTY shall maintain records regarding interest earned and credited on each CITY's annual share and provide the same to the CITIES within 120 calendar days of the end of the budget year.
10. Upon termination of this AGREEMENT, a final accounting shall be performed by the COUNTY and presented to the PERMITTEES for review. If the sum of the deposits exceeds the costs, the COUNTY shall reimburse to each CITY its prorated share of the excess, within 120 calendar days of the final accounting.

VI. LIFE OF THE AGREEMENT

The term of this AGREEMENT shall be indefinite, unless amended or terminated in accordance with this AGREEMENT.

VII. ADDITIONAL PARTIES

Any CITY which becomes incorporated after the effective date of this AGREEMENT, or requests to become a party to this AGREEMENT after previously withdrawing pursuant to Section VIII, shall be eligible to become a party to this AGREEMENT, subject to Majority Approval. In approving adding additional cities to this AGREEMENT, the PERMITTEES may

require such conditions of the added cities as they determine necessary or advantageous. The date of initiation, for determining costs for newly incorporated cities, shall be the date of incorporation. The costs for adding additional cities to this AGREEMENT and OC Stormwater Program including, but not limited to, permit and processing fees, as well as administrative costs incurred by the COUNTY and costs to reimburse the existing PERMITTEES for unreimbursed costs related to a previous withdrawal (if applicable), shall be calculated by the COUNTY, approved by Majority Approval of the PERMITTEES and, thereafter, invoiced by the COUNTY and paid by the added city(ies) within 45 calendar days of the billing date. Monies to be reimbursed to the existing PERMITTEES shall carry forward to reduce the billings for the following budget year.

VIII. WITHDRAWAL FROM THE AGREEMENT

A CITY may withdraw from this AGREEMENT by providing at least 60 calendar days written notice to the COUNTY. The COUNTY shall notify the PERMITTEES within 10 business days of receipt of any withdrawal notice. Neither the COUNTY nor any PERMITTEE shall be responsible for advising the withdrawing CITY of the legal, regulatory, or programmatic effects of withdrawing, nor have any continuing responsibility to the withdrawing CITY upon the effective date of the withdrawal. The withdrawing CITY shall be solely responsible for any costs the withdrawing CITY may incur related to its withdrawal, including, but not limited to, penalties assessed by RWQCBs, and or other resource agencies (e.g., EPA, CDFW, etc.) in connection with or related to its withdrawal. In addition, withdrawal shall constitute forfeiture of any deposits on hand from the withdrawing CITY, for the budget year in which the withdrawal is effective. If the effective date of a withdrawal is within 60 calendar days of the beginning of any budget year, the withdrawing CITY shall be responsible for paying its annual

share for the upcoming budget year as if it were still a PERMITTEE participating in this AGREEMENT but shall be eligible to receive a credit for any prospective carry forward amount of such annual share as may be contemplated by this AGREEMENT. The cost allocations to the remaining PERMITTEES participating in this AGREEMENT shall be recalculated and collected and/or credited as necessary in the budget year following the effective date of the withdrawal.

IX. NON-COMPLIANCE WITH PERMIT OR ORDER REQUIREMENTS

Each PERMITTEE shall remain solely responsible for its own acts and omissions with respect to compliance with requirements of an MS4 permit or other order of the RWQCBs or SWRCB to which it may be subject, and nothing herein shall be deemed to waive, release, or transfer any such responsibility to any other PERMITTEE. Nothing in this AGREEMENT shall be construed as an assumption by any PERMITTEE of any liability or obligation of another PERMITTEE, whether past, present, or future.

X. LEGAL ACTION/ COSTS/ ATTORNEY FEES

In the event of legal action to enforce any provision of this AGREEMENT, each party shall bear its own attorneys' fees and costs, and no party shall seek to recover the same from any other party through litigation or other legal proceedings.

XI. AMENDMENTS TO THE AGREEMENT

This AGREEMENT may be amended with Majority Approval. The COUNTY and the DISTRICT shall represent one voting PERMITTEE with their percentage contribution equal to the total of the COUNTY and the DISTRICT as described in Section V. No amendment to this AGREEMENT shall be effective unless it is in writing and signed by the duly authorized representatives of the COUNTY and the required Majority Approval of PERMITTEES.

XII. NOTICES

All notices required under Section VIII shall be deemed duly given if delivered by hand (with written confirmation of receipt); via electronic mail (with confirmation of transmission); or three (3) days after deposit in the U.S. Mail, postage prepaid.

XIII. GOVERNING LAW

This AGREEMENT shall be governed and construed in accordance with laws of the State of California. If any provision or provisions of this AGREEMENT is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not any way be affected or impaired hereby.

XIV. CONSENT TO BREACH NOT WAIVER

No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the duly authorized representative of the PERMITTEE to have waived or consented. Any consent by any PERMITTEE to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

XV. APPLICABILITY OF PRIOR AGREEMENTS

This AGREEMENT restates and amends the provisions in prior agreements and constitutes the entire AGREEMENT between the PERMITTEES with respect to the subject matter. All prior agreements, representations, statements, negotiations, and undertakings are superseded hereby.

XVI. EXECUTION OF THE AGREEMENT

This AGREEMENT may be executed in counterparts, and the signed counterparts shall constitute a single instrument. The parties agree that this AGREEMENT may be executed and delivered by electronic means, including via email or electronic signature platforms (e.g., DocuSign, Adobe Sign), and that such electronic signatures shall be deemed to have the same legal

effect as original signatures. Each party agrees that electronically signed documents shall be valid, enforceable, and admissible in any legal proceeding to the same extent as a manually signed original.

XVII. NO WAIVER OF PRIVILEGE AND/OR WORK PRODUCTION PROTECTION

Notwithstanding anything in this Agreement to the contrary, nothing in this AGREEMENT shall require a party to release or provide information (including any reports, communications, data, etc.) that has been deemed by that party to be subject to the attorney-client privilege, attorney work product doctrine, or any other relevant privilege and protection, including, but not limited to, any reports or information generated by a party's consultant that was prepared in consultation with, or at the direction of, such party's attorney or counsel of record. Nothing in this AGREEMENT shall prohibit the parties hereto from entering into future agreements, including joint defense agreements, common interest agreements, or other similar agreements to share such privileged or protected information subject to the terms and conditions of such an agreement.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the dates opposite their respective signatures:

ORANGE COUNTY FLOOD CONTROL DISTRICT
A body corporate and politic

By _____
Chairman of the Board of Supervisors

COUNTY OF ORANGE
A body corporate and politic

Date: _____ By _____
Chairman of the Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF THIS AGREEMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Date: _____ By _____
ROBIN STIELER
Clerk of the Board of Supervisors of
Orange County, California

APPROVED AS TO FORM COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By _____ Julia Woo, Senior Deputy

Date: _____

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CITY OF ALISO VIEJO

Date: _____

By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF ANAHEIM

Date: _____ By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF BREA

Date: _____

By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF BUENA PARK

Date: _____ By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF COSTA MESA

Date: _____ By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF CYPRESS

Date: _____ By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF DANA POINT

Date: _____ By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF FOUNTAIN VALLEY

Date: _____ By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF FULLERTON

Date:

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

_____
City Clerk

_____
City Attorney

CITY OF GARDEN GROVE

Date: _____ By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF HUNTINGTON BEACH

Date: _____ By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF IRVINE

Date: _____ By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF LA HABRA

Date: _____ By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF LA PALMA

Date: _____ By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF LAGUNA BEACH

Date: _____ By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF LAGUNA HILLS

Date: _____ By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF LAGUNA NIGUEL

Date: _____ By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF LAGUNA WOODS

Date: _____ By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF LAKE FOREST

Date: _____ By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF LOS ALAMITOS

Date: _____ By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF MISSION VIEJO

Date: _____ By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF NEWPORT BEACH

Date: _____ By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF ORANGE

Date: _____

By: _____
Daniel R. Slater, Mayor

ATTEST:

_____
Pamela Coleman, City Clerk

APPROVED AS TO FORM:

_____
Nathalie Adourian, City Attorney √X

CITY OF PLACENTIA

Date: _____ By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF RANCHO SANTA MARGARITA

Date: _____ By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF SAN CLEMENTE

Date: _____ By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF SAN JUAN CAPISTRANO

Date: _____ By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF SANTA ANA

Date: _____ By: _____
Mayor

ATTEST:

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City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF SEAL BEACH

Date: _____ By: _____
Mayor

ATTEST:

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City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF STANTON

Date: _____ By: _____
Mayor

ATTEST:

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City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF TUSTIN

Date: _____

By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF VILLA PARK

Date: _____ By: _____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CITY OF WESTMINSTER

Date: _____ By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

_____
City Clerk

_____
City Attorney

CITY OF YORBA LINDA

Date: _____

By: _____
Mayor

APPROVED AS TO FORM:

ATTEST:

_____
City Clerk

_____
City Attorney

EXHIBIT A - 1

DRY LAND AREA DEDUCTED FROM JURISDICTIONS

Landfills	Jurisdiction
Olinda	County
Santiago	County
Prima Deschecha	County
Bee Canyon	County
Coyote Canyon	County
State Parks	
Bolsa Chica State Beach*	Huntington Beach
Chino Hills State Park	County
Corona Del Mar State Beach	Newport Beach
Crystal Cove State Park**	County
Doheny State Beach	Dana Point
Huntington State Beach	Huntington Beach
San Clemente State Beach	San Clemente
Airports	
Fullerton	Fullerton
John Wayne	County
Military facilities	
Joint Forces Training Base - Los Alamitos	Los Alamitos
Former MCAS Tustin***	Tustin
Seal Beach Naval Weapons Station****	Seal Beach
National Forests	
Cleveland National Forest	County

*Includes Bolsa Chica Ecological Preserve
**Includes Laguna Laurel Ecological Preserve
***Active military areas
****Includes Seal Beach National Wildlife Refuge

Agenda Item

Orange City Council

Item #: 3.7. 4/28/2026 **File #:** 26-0138

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Adam Jevec, Chief of Police**

1. SUBJECT

First Amendment to Agreement with the County of Orange for a Lead Forensic Specialist during Fiscal Year 2026-2027

2. SUMMARY

The First Amendment with the County of Orange authorizes the continuation of services for a dedicated Lead Forensic Specialist to conduct fingerprint examinations in the amount of $226,795 for Fiscal Year 2026-2027.

3. RECOMMENDED ACTION

Approve the First Amendment to Agreement with the County of Orange for a Lead Forensic Specialist in the amount of $226,795; and authorize the Mayor and the City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

The expense for this amendment agreement is $226,795 and will be funded upon adoption of the proposed Fiscal Year 2026-2027 budget through General Fund (100):

100-4134-55000 Contractual Services

5. STRATEGIC PLAN GOALS

Goal 1: Maintain Strong Emergency and Safety Services

6. DISCUSSION AND BACKGROUND

Prior to 2019, the Police Department held a fully funded Forensic Services Specialist position that remained vacant for many years due to lack of qualified candidates. The Forensic Services Specialist position provided vital services to the department and required a unique skill set and qualifications not easily attained. During this time, the department relied on the assistance of the Orange County Sheriff's Department (OCSD) for many years; however, this process resulted in a delay in processing evidence that caused a backlog of fingerprint analysis.

In January 2017, the Police Department transitioned from a "first-come, first-serve" basis with the County to a contractual service agreement that assigned a dedicated fingerprint examiner to Orange Police Department (OPD) casework.

The term of the original agreement (Agreement No. 6447.C) spans three years, commencing July 1, 2025, and terminating June 30, 2028. The agreement requires City Council to authorize cost

increases each year, for years two and three, to continue with the agreement. If the cost increases are not approved in the subsequent fiscal years, the contract can be terminated. The cost breakdown is provided below.

Contract	Fiscal Year	Cost of Service	Annual Change
Year One	2025-2026	$212,476	
Year Two	2026-2027	$226,795	$14,319, 6.74% Increase

Annual increases are calculated by the County and include the full anticipated cost of services, equipment, and supplies in accordance with current County cost data.

Based on their high level of service and positive results, the department is requesting the continuation of services in the amount of $226,795 for Fiscal Year 2026-2027.

7. ATTACHMENTS

- First Amendment

Agenda Item

Orange City Council

Item #: 3.7. 4/28/2026 **File #:** 26-0138

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Adam Jevec, Chief of Police**

1. SUBJECT

First Amendment to Agreement with the County of Orange for a Lead Forensic Specialist during Fiscal Year 2026-2027

2. SUMMARY

The First Amendment with the County of Orange authorizes the continuation of services for a dedicated Lead Forensic Specialist to conduct fingerprint examinations in the amount of $226,795 for Fiscal Year 2026-2027.

3. RECOMMENDED ACTION

Approve the First Amendment to Agreement with the County of Orange for a Lead Forensic Specialist in the amount of $226,795; and authorize the Mayor and the City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

The expense for this amendment agreement is $226,795 and will be funded upon adoption of the proposed Fiscal Year 2026-2027 budget through General Fund (100):

100-4134-55000 Contractual Services

5. STRATEGIC PLAN GOALS

Goal 1: Maintain Strong Emergency and Safety Services

6. DISCUSSION AND BACKGROUND

Prior to 2019, the Police Department held a fully funded Forensic Services Specialist position that remained vacant for many years due to lack of qualified candidates. The Forensic Services Specialist position provided vital services to the department and required a unique skill set and qualifications not easily attained. During this time, the department relied on the assistance of the Orange County Sheriff's Department (OCSD) for many years; however, this process resulted in a delay in processing evidence that caused a backlog of fingerprint analysis.

In January 2017, the Police Department transitioned from a "first-come, first-serve" basis with the County to a contractual service agreement that assigned a dedicated fingerprint examiner to Orange Police Department (OPD) casework.

The term of the original agreement (Agreement No. 6447.C) spans three years, commencing July 1, 2025, and terminating June 30, 2028. The agreement requires City Council to authorize cost

increases each year, for years two and three, to continue with the agreement. If the cost increases are not approved in the subsequent fiscal years, the contract can be terminated. The cost breakdown is provided below.

Contract	Fiscal Year	Cost of Service	Annual Change
Year One	2025-2026	$212,476	
Year Two	2026-2027	$226,795	$14,319, 6.74% Increase

Annual increases are calculated by the County and include the full anticipated cost of services, equipment, and supplies in accordance with current County cost data.

Based on their high level of service and positive results, the department is requesting the continuation of services in the amount of $226,795 for Fiscal Year 2026-2027.

7. ATTACHMENTS

- First Amendment

FIRST AMENDMENT TO AGREEMENT

BETWEEN THE

CITY OF ORANGE

AND THE

COUNTY OF ORANGE

THIS AMENDMENT TO AGREEMENT is entered into this Sixth day of March, 2026, which date is enumerated for purposes of reference only, by and between the CITY OF ORANGE, hereinafter referred to as "CITY", and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY" to amend, effective July 1, 2026, that certain Agreement between the parties commencing July 1, 2025, hereinafter referred to as "Agreement".

1. For the period of July 1, 2026 through June 30, 2027 Subsections E-2 and E-3 of the Agreement are amended to read as follows:

"E-2. The cost of regular services, equipment and supplies provided by COUNTY shall be as follows:

SERVICE	**COST OF SERVICE**
Personnel Costs:	
• One (1) Lead Forensic Specialist	$ 226,795
TOTAL COST	$ 226,795

E-3. COUNTY shall invoice CITY monthly. During the period July 1, 2026 through June 30, 2027 said invoices will require payment by City of one-twelfth (1/12) of the cost for services referenced in paragraph E-2 of this Agreement."

2. For the period July 1, 2026 through June 30, 2027, Subsection E-7 of the Agreement is amended to read as follows:

"E-7. The cost of potential future salary and benefit increases or decreases are not included in the costs set forth in Subsection E-2 of this Agreement. If COUNTY incurs or becomes obligated to pay for any such increases for or on account

of personnel whose costs are included in the calculations of costs charged to CITY hereunder, CITY shall pay COUNTY, in addition to the cost of service set forth in Subsection E-2 of this Agreement, the full costs of said increases to the extent such increases are attributable to work performed by such personnel after July 1, 2026, and CITY's cost of service hereunder shall be deemed to have increased accordingly. CITY shall pay COUNTY in full for such increases on a pro-rata basis over the portion of the period between July 1, 2026 and June 30, 2027 remaining after COUNTY notifies CITY that increases are payable.

In the event that salaries and benefits costs for COUNTY employees decrease for or on account of personnel whose costs are included in the calculations of costs charged to CITY hereunder, COUNTY shall notify CITY of decreased cost and bill accordingly."

3. All other provisions of the Agreement, to the extent that they are not in conflict with this FIRST AMENDMENT TO AGREEMENT, remain unchanged.

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IN WITNESS WHEREOF, the parties have executed the FIRST AMENDMENT TO AGREEMENT in the County of Orange, State of California.

DATED:_____
CITY OF ORANGE

ATTEST:_____
Pamela Coleman, City Clerk

BY:_____
Daniel R. Slater, Mayor

APPROVED AS TO FORM:

BY:_____
Connor Hyland √ X
Senior Assistant City Attorney

DATED:_____

COUNTY OF ORANGE

BY:_____
SHERIFF-CORONER

Agenda Item

Orange City Council

Item #: 3.8. 4/28/2026 **File #:** 26-0176

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Nathalie Adourian, City Attorney**

1. SUBJECT

Third 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*.

2. SUMMARY

The City currently has an Attorney Services Agreement with Bordin Semmer, LLP to provide litigation services for the City's defense in the matter of *Brandon Jacob Hull v. City of Orange, et al*., with a Second Amendment to the Attorney Services Agreement for an amount not to exceed $310,000, which will soon be expended. $304,445.46 has been spent to date.

The proposed Third Amendment to the Attorney Services Agreement will increase the not to exceed amount by $300,000 for a total amount not to exceed $610,000. The increase will allow counsel to prepare for the trial of this matter that is set to commence on August 17, 2026.

The City has self-insured retention in the amount of $350,000, including costs, attorney fees, and damages associated with the litigation and has an insurance policy with the California Insurance Pool Authority for any expenses exceeding the retention amount. The City is responsible for payment of all expenses and damages upfront and is reimbursed by the California Insurance Pool Authority after the case has been concluded.

3. RECOMMENDED ACTION

1. Approve a Third Amendment to Attorney Services Agreement with Bordin Semmer, LLP in the amount of $300,000; and authorize the Mayor and City Clerk to execute on behalf of the City.
2. Authorize the following budget transfers from the General Fund (100) to the General Liability Fund (731):
   a) 100-0000-90731 Transfer to General Liability $300,000
   b) 731-0000-49100 Transfer from General Fund $300,000
3. Authorize additional appropriation in the General Liability Fund (731):
   731-1301-55102 Legal Services $300,000
4. Authorize budget reduction in the General Fund (100):
   a) 100-1401-55102 Legal Services $200,000
   b) 100-1301-55102 Legal Services $100,000

4. FISCAL IMPACT

The expense for the Third Amendment to Attorney Services Agreement is $300,000 and will be funded through General Liability (731).

5. STRATEGIC PLAN GOALS

Goal 2: Enhance Economic Development and Achieve Fiscal Sustainability.

6. DISCUSSION AND BACKGROUND

Plaintiff Brandon Jacob Hull alleges that on May 12, 2023, he was riding his 2021 Harley westbound on Meats Ave. when Defendant Surisaday Sanchez Vazquez, driving a Mercedes owned by Defendant Edgar Cervantes Arroyo, made a left turn from Harwood St. onto eastbound Meats Ave. directly in Plaintiff's path of travel. Plaintiff alleges that the City owned, managed, controlled, designed, and maintained the intersection. Plaintiff alleges he suffered significant injuries, including a traumatic brain injury and multiple fractures with his medical expenses exceeding $800,000. Plaintiff further alleges he continues to seek treatment and he has not been able to work since the accident.

While the City Attorney's Office handles most litigation matters in-house, the City does contract with outside counsel when the complexity of a case or a significant burden to staff time requires additional staffing expertise. Due to the extensive nature of damages claimed in this case, the City contracted the defense to Bordin Semmer, LLP.

The Third Amendment of the agreement, to increase the contract by $300,000, will raise the total not to exceed amount to $610,000, and is necessary to carry out further defense of the City in this case and allow counsel to prepare for the trial of this matter that is set to commence on August 17, 2026.

7. ATTACHMENTS

- Third Amendment to Attorney Services Agreement with Bordin Semmer, LLP

Agenda Item

Orange City Council

Item #: 3.8. 4/28/2026 **File #:** 26-0176

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Nathalie Adourian, City Attorney**

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The Third Amendment of the agreement, to increase the contract by $300,000, will raise the total not to exceed amount to $610,000, and is necessary to carry out further defense of the City in this case and allow counsel to prepare for the trial of this matter that is set to commence on August 17, 2026.

7. ATTACHMENTS

- Third Amendment to Attorney Services Agreement with Bordin Semmer, LLP

THIRD AMENDMENT
TO
ATTORNEY SERVICES AGREEMENT

THIS THIRD AMENDMENT TO ATTORNEY SERVICES AGREEMENT (the "Third Amendment") is made and entered into as of _____, 2026, by and between the CITY OF ORANGE, a municipal corporation ("City"), and BORDIN SEMMER, LLP, a limited liability partnership ("Law Firm"), with reference to the following:

A. City and Law Firm entered into an Attorney Services Agreement (Agreement No. 7822) dated as of April 14, 2025, which is incorporated herein by this reference (the "Original Agreement"); and

B. City and Law Firm amended the Original Agreement to increase the compensation by a First Amendment to Attorney Services Agreement (Agreement No. 7822.1) dated August 12, 2025, which is incorporated herein by this reference (the "First Amendment"); and

C. City and Law Firm amended the Original Agreement to increase the compensation by a Second Amendment to Attorney Services Agreement (Agreement No. 7822.2) dated January 13, 2026, which is incorporated herein by this reference (the "Second Amendment"); and

D. City and Law Firm desire to further amend the Original Agreement to modify, amend and supplement certain portions of the Original Agreement by increasing the compensation.

NOW, THEREFORE, the parties hereby agree as follows:

Section 1. **Defined Terms.** Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

Section 2. **Cross-References.** City and Law Firm agree that all references in this Third Amendment are deemed and construed to refer to the Original Agreement, as implemented by this Third Amendment.

Section 3 **Compensation**. The total not-to-exceed compensation for the services to be rendered as set forth in Section II. Payment -A. of the Original Agreement is increased by THREE HUNDRED THOUSAND DOLLARS and 00/100 ($300,000.00) and Section II. Payment -A. is hereby amended in its entirety to read as follows:

> "City shall pay Law Firm as consideration for services satisfactorily rendered pursuant to this Agreement at the hourly rates set forth in the attached Exhibit "A". Total payments for services performed pursuant to this Agreement shall not exceed Six Hundred Ten Thousand Dollars ($610,000.00) without prior approval of City Council of City. A condition precedent to any payment to Law Firm shall be that Law Firm shall submit, at least quarterly, a separate statement of account on each file which clearly sets forth by dates the designated items of work, the work time of each item and amount charged for said work time."

Section 4. **Integration**. This Third Amendment amends, as set forth herein, the Original Agreement and, except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this Third Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this Third Amendment shall control and govern the rights and obligations of the parties.

IN WITNESS of this Agreement, the parties enter into this Third Amendment on the year and day first above written.

"LAW FIRM"	**"CITY"**
BORDIN SEMMER, LLP, a limited liability partnership	CITY OF ORANGE, a municipal corporation
*By: _____	By: _____
Printed Name: Joshua Bordin-Wosk	Daniel R. Slater, Mayor
Title: Attorney	
*By: _____	ATTEST:
Printed Name: _____	
Title: _____	_____
	Pamela Coleman, City Clerk
	APPROVED AS TO FORM:
	_____
	Nathalie Adourian, City Attorney

***NOTE:** **If Law Firm is a corporation, the City requires the following signature(s):**

-- **(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 the City.**

√ X

Agenda Item

Orange City Council

Item #: 3.9. 4/28/2026 **File #:** 26-0219

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Alan Velasco, Fire Chief**

1. SUBJECT

Appropriation of $5,000 from the Opioid Settlement Fund for an Opioid Awareness and Community Training Initiative

2. SUMMARY

This item requests the appropriation of $5,000 from the Opioid Settlement Fund to support program costs for the upcoming Ready Orange Skills Class, powered by the Orange City Community Emergency Response Team, which includes opioid awareness, Narcan administration, and CPR training. This activity qualifies as an eligible use of settlement funds and aligns with approved opioid remediation spending categories.

3. RECOMMENDED ACTION

Authorize the appropriation of $5,000 from the Opioid Settlement Fund (226) unreserved fund balance to:

226-3121-51003	Overtime - Safety	$3,500
226-3112-53199-254025	Misc. Operating Supplies, CERT Program	$1,500

4. FISCAL IMPACT

There is no direct fiscal impact to the City. Upon approval of this appropriation, the estimated Opioid Settlement Fund (226) fund balance at June 30, 2026, will be $260,000.

5. STRATEGIC PLAN GOALS

Goal 1: Maintain Strong Emergency and Safety Services

Objective1.7: Enhance Emergency Preparedness Education & Awareness

6. DISCUSSION AND BACKGROUND

In May 2026, the Orange City Community Emergency Response Team (CERT) will offer a community Ready Orange Skills Class that includes two training sessions focused on Opioid Awareness, proper Narcan administration, and CPR. The Orange City Fire Department will conduct the instruction, and participants will receive an official certification upon successful completion of the course.

The California Department of Health Care Services (DHCS) oversees and monitors compliance with the National Opioid Settlement Agreements, requiring Participating Subdivisions to follow the

spending guidelines outlined in Exhibit E of the Final Settlement Agreement and DHCS's designated High Impact Abatement Activities. The program's opioid awareness and Narcan administration training qualifies as an eligible use of Opioid Settlement Funds, as it aligns with Schedule A, Section A, authorizing expanded naloxone training for community groups; meets Schedule B, Section H, permitting public education and training on overdose response; and complies with Schedule B, Section K, supporting training efforts that build local capacity to address the opioid crisis.

Staff proposes allocating $5,000 from the Opioid Settlement Fund unreserved fund balance to cover staffing and certification costs for the program's opioid awareness, Narcan administration, and CPR training. The funding will support instructor personnel costs and participant certification fees.

7. ATTACHMENTS

- Exhibit E of the Final Settlement Agreement

Agenda Item

Orange City Council

Item #: 3.9. 4/28/2026 **File #:** 26-0219

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Alan Velasco, Fire Chief**

1. SUBJECT

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226-3121-51003 Overtime - Safety $3,500

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Goal 1: Maintain Strong Emergency and Safety Services

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6. DISCUSSION AND BACKGROUND

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Staff proposes allocating $5,000 from the Opioid Settlement Fund unreserved fund balance to cover staffing and certification costs for the program's opioid awareness, Narcan administration, and CPR training. The funding will support instructor personnel costs and participant certification fees.

7. ATTACHMENTS

- Exhibit E of the Final Settlement Agreement

EXHIBIT E

List of Opioid Remediation Uses

Schedule A
Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("*Core Strategies*").[14]

A. **NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES**

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. **MEDICATION-ASSISTED TREATMENT ("*MAT*") DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT**

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

[14] As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment ("*SBIRT*") services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("*OUD*") and other Substance Use Disorder ("*SUD*")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME ("*NAS*")**

1. Expand comprehensive evidence-based and recovery support for NAS babies;

2. Expand services for better continuum of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. **EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;

4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. **TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. **PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. **EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. **EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

Schedule B
Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder ("*OUD*") and any co-occurring Substance Use Disorder or Mental Health ("*SUD/MH*") conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:[15]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment ("*MAT*") approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine ("*ASAM*") continuum of care for OUD and any co-occurring SUD/MH conditions.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs ("*OTPs*") to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

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[15] As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 ("*DATA 2000*") to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.

14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved mediation with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

    1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative ("*PAARI*");

    2. Active outreach strategies such as the Drug Abuse Response Team ("*DART*") model;

    3. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

    4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion ("*LEAD*") model;

    5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

    6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions ("*CTI*"), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome ("*NAS*"), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.

6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.

10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("*PDMPs*"), including, but not limited to, improvements that:

1. Increase the number of prescribers using PDMPs;

2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increasing electronic prescribing to prevent diversion or forgery.

8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Funding community anti-drug coalitions that engage in drug prevention efforts.

6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration ("*SAMHSA*").

7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities providing free naloxone to anyone in the community.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment

intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring ("*ADAM*") system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

Agenda Item

Orange City Council

Item #: 3.10. 4/28/2026 **File #:** 26-0204

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 Annual Concrete Replacement at Various Locations Fiscal Year 2025-2026 and authorization to advertise for bids; and finding of California Environmental Quality Act (CEQA) exemption

2. SUMMARY

Plans and specifications have been completed and the project is ready to be advertised for bids. The total estimated construction cost, including contingencies and construction engineering (10%), is $879,000

3. RECOMMENDED ACTION

1. Approve the plans and specifications and authorize advertising for Bid No. 25-26.15 (SP-4320), Annual Concrete Replacement at Various Locations Fiscal Year 2025-2026.

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(f) - Existing Facilities).

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

The project is part of the annual street maintenance program to replace curb, gutter, sidewalk, driveway, cross gutter, and Americans with Disabilities Act (ADA) sidewalk access ramps at various locations in the City. The Annual Concrete Replacement Project, within the Pavement Management Program, includes a component of annual maintenance services on a scale large enough that these services require an outside contractor. As such, this contract is funded from the operating budget and the Capital Improvement Project (CIP) budget previously approved by the City Council.

Utilizing the City's Pavement Management Plan (PMP) ranking of the current street conditions, city staff prepared a list of streets requiring pavement rehabilitation for Fiscal Year 2025-2026. The pavement rehabilitation project is scheduled for authorization to advertise later this fiscal year and

this project will perform all needed concrete improvements such as sidewalk repair and ADA ramp reconstruction in preparation for the pavement rehabilitation work.

The project scope also includes the installation of twenty (20) additional bollards surrounding Plaza Park at east and west Chapman Avenue. Public Works Department staff and the City's Historic Preservation consultant have been in coordination on selection of the bollard design to ensure compatibility with the historic integrity of the Plaza Park. Marshalls LP USA can manufacture the unique bollard system to not detract from Plaza Park's existing appearance and historical significance. The procurement for these units will be presented to the City Council for consideration prior to, or in conjunction with, the project award. The estimated construction cost for the bollards is $200,000.

The total estimated quantities for concrete replacement are as follows:

Item	Quantity	Unit	Description
1	1,600	LF	Curb and Gutter
2	5,600	SF	Sidewalk
3	23	EA	ADA Sidewalk Access Ramps
4	3,400	SF	Cross Gutter and Spandrel
5	1,500	SF	Driveways
6	20	EA	Plaza Bollard

LF = Linear Feet, SF = Square Foot, EA = Each

The total cost is estimated at $879,000, which includes 10% for construction engineering and contingency. Upon receipt of public bids, staff will return to the City Council and recommend any funding adjustments and award of contracts based on the outcome of the public bid.

Construction is scheduled to begin in June 2026 and is expected to be completed within 60 calendar days.

Specifications and cost estimates are available for review in the Public Works Department.

7. ENVIRONAMENTAL REVIEW

The proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per state CEQA guidelines 15301 "Existing Facilities" (Class 1(f)) and 15331 "Historical Resource Restoration/Rehabilitation" given the objective of the bollard installation of protecting intrusion and damage to the National Register listed Plaza Park and historic features. The Notice of Exemption will be filed with the County Recorder's Office upon Council approval of the plans and specifications.

8. ATTACHMENTS

- Location Maps
- Plaza Bollard Layout
- Plaza Bollard Details

Agenda Item

Orange City Council

Item #: 3.10. 4/28/2026 **File #:** 26-0204

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THRU: **Jarad Hildenbrand, City Manager**

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

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4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

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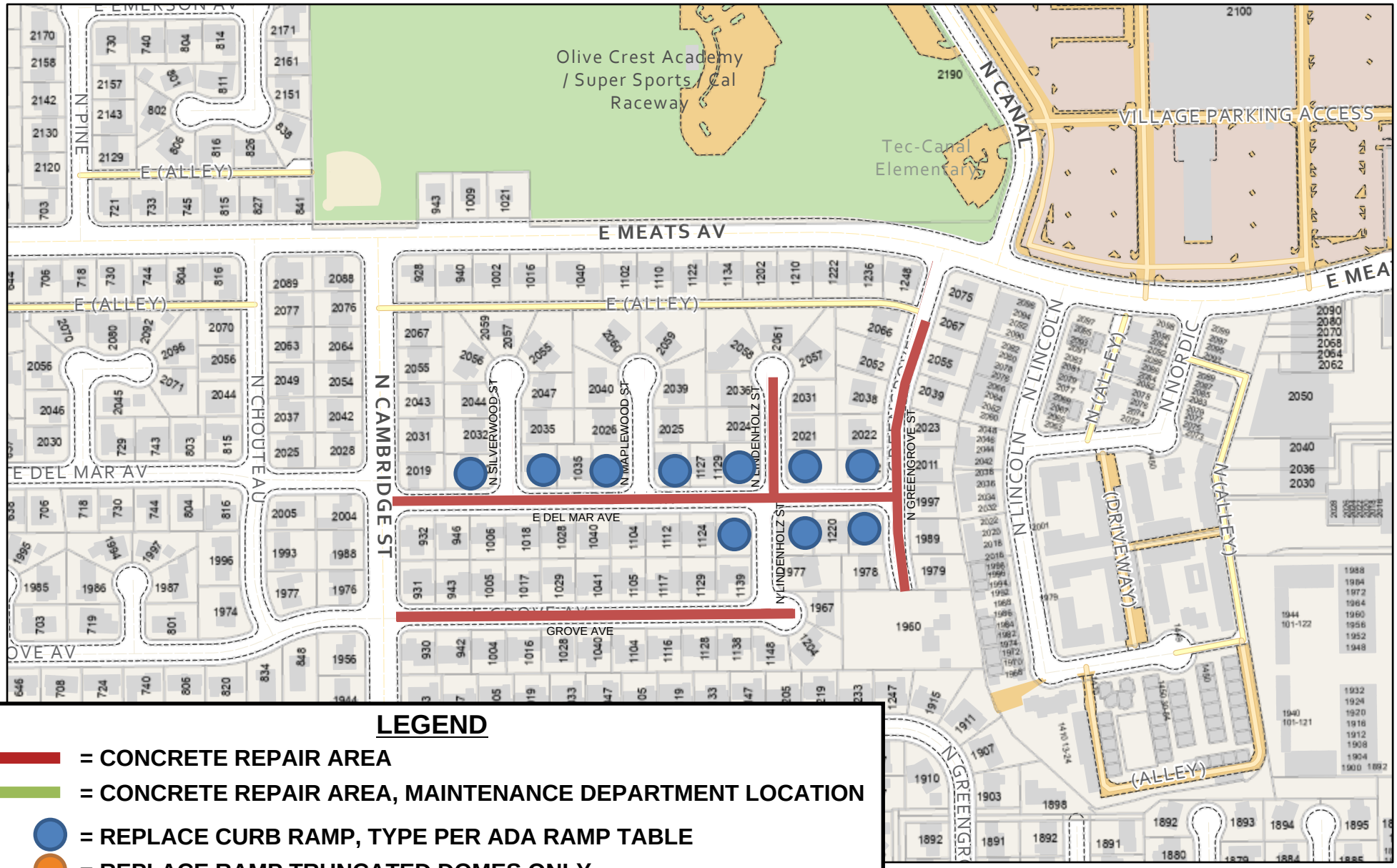
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- = REPLACE CURB RAMP, TYPE PER ADA RAMP TABLE
- = REPLACE RAMP TRUNCATED DOMES ONLY
- = REPLACE CURB RAMP, SEE RAMP LAYOUT DETAILS

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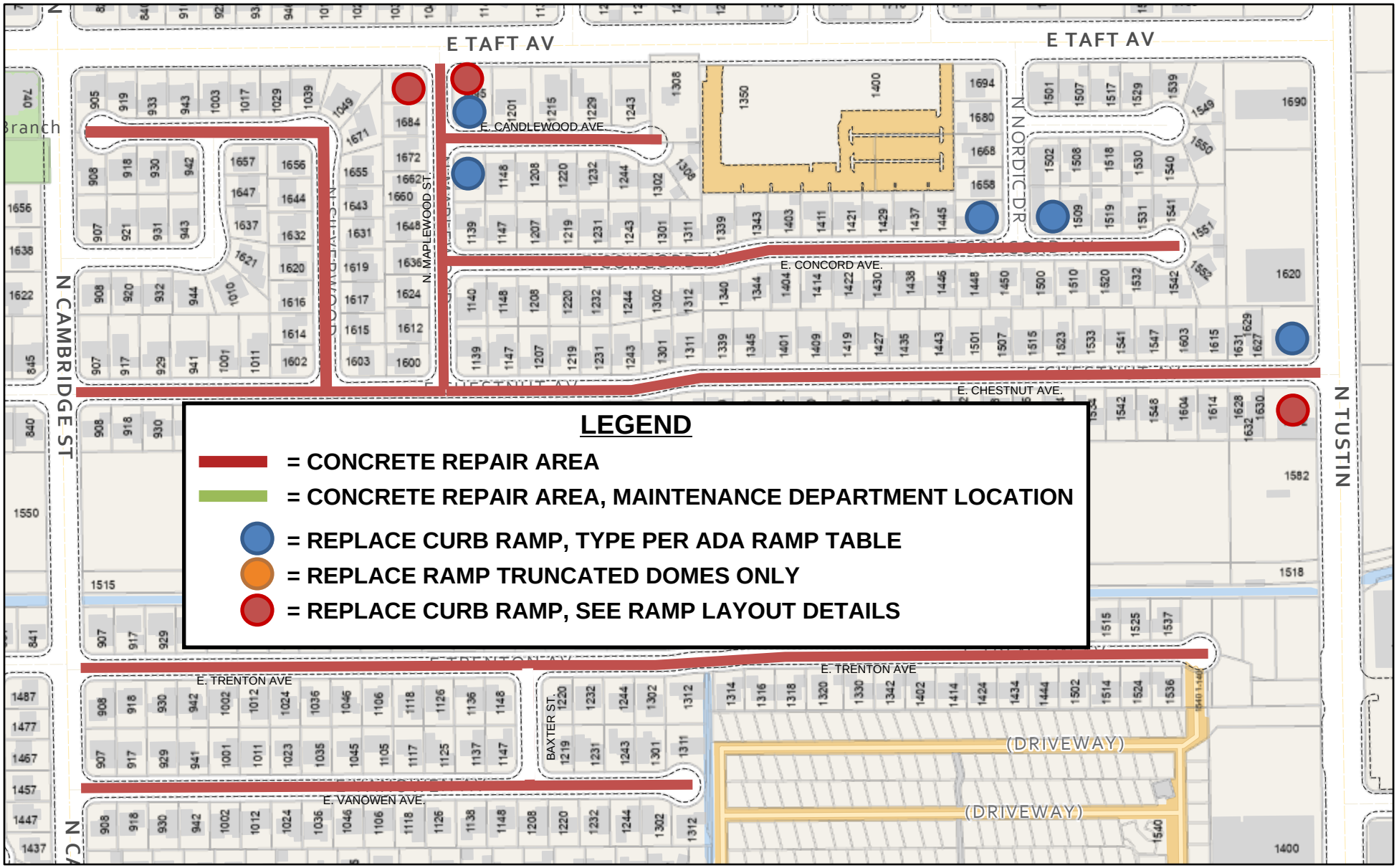
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Credits: City of Orange (2025)

Annual Concrete Project-FY 2025-2026

CITY OF ORANGE

Location Map #1



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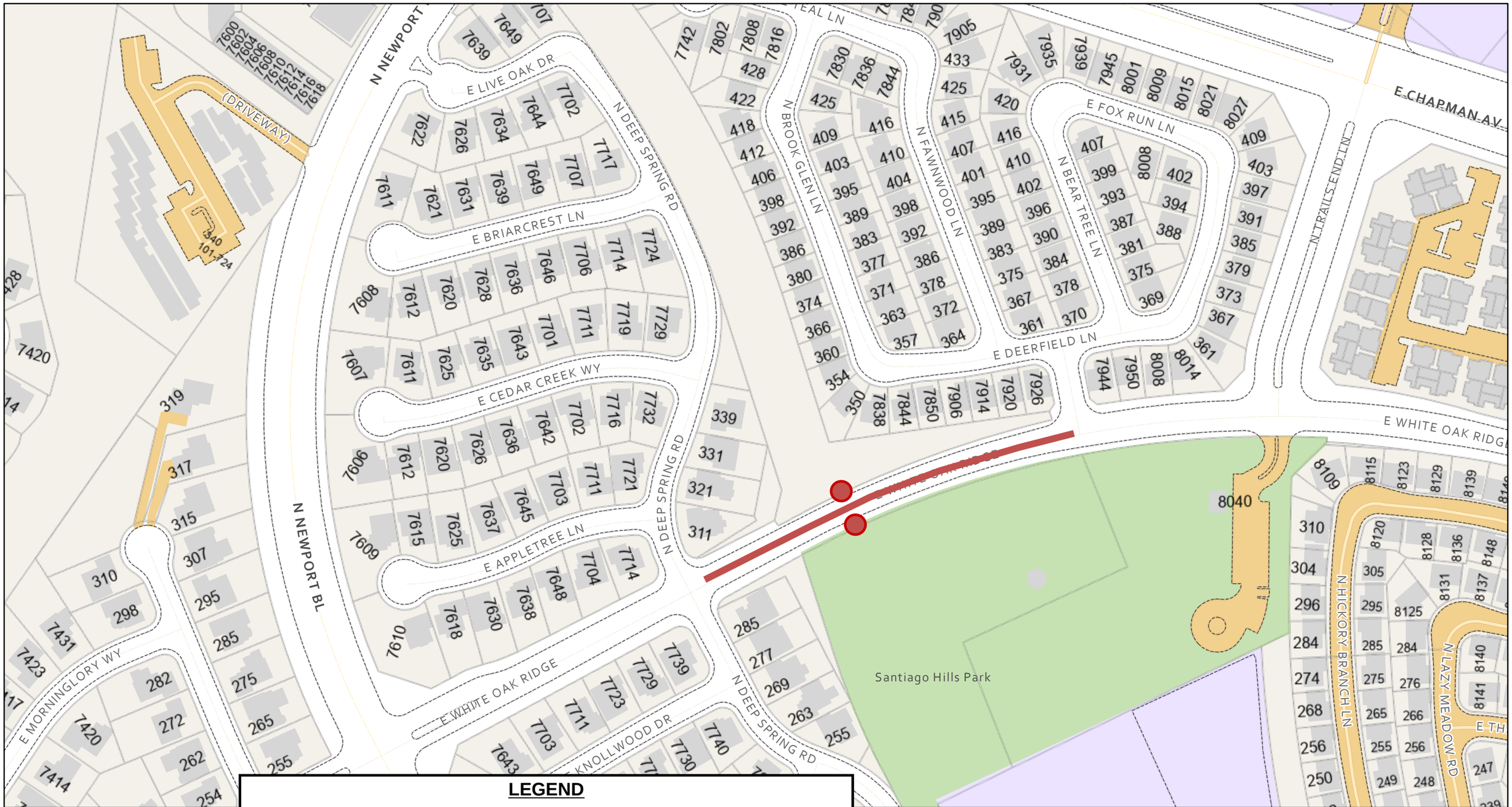
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Credits: City of Orange (2025)

Annual Concrete Project-FY 2025-2026

CITY OF ORANGE

Location Map #2



LEGEND

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= CONCRETE REPAIR AREA, MAINTENANCE DEPARTMENT LOCATION

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= REPLACE RAMP TRUNCATED DOMES ONLY

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Date Exported: 3/17/2026

Credits: City of Orange (2026)

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Annual Concrete Project-FY 2025-2026

CITY OF ORANGE

Location Map # 3



LEGEND

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- = CONCRETE REPAIR AREA, MAINTENANCE DEPARTMENT LOCATION
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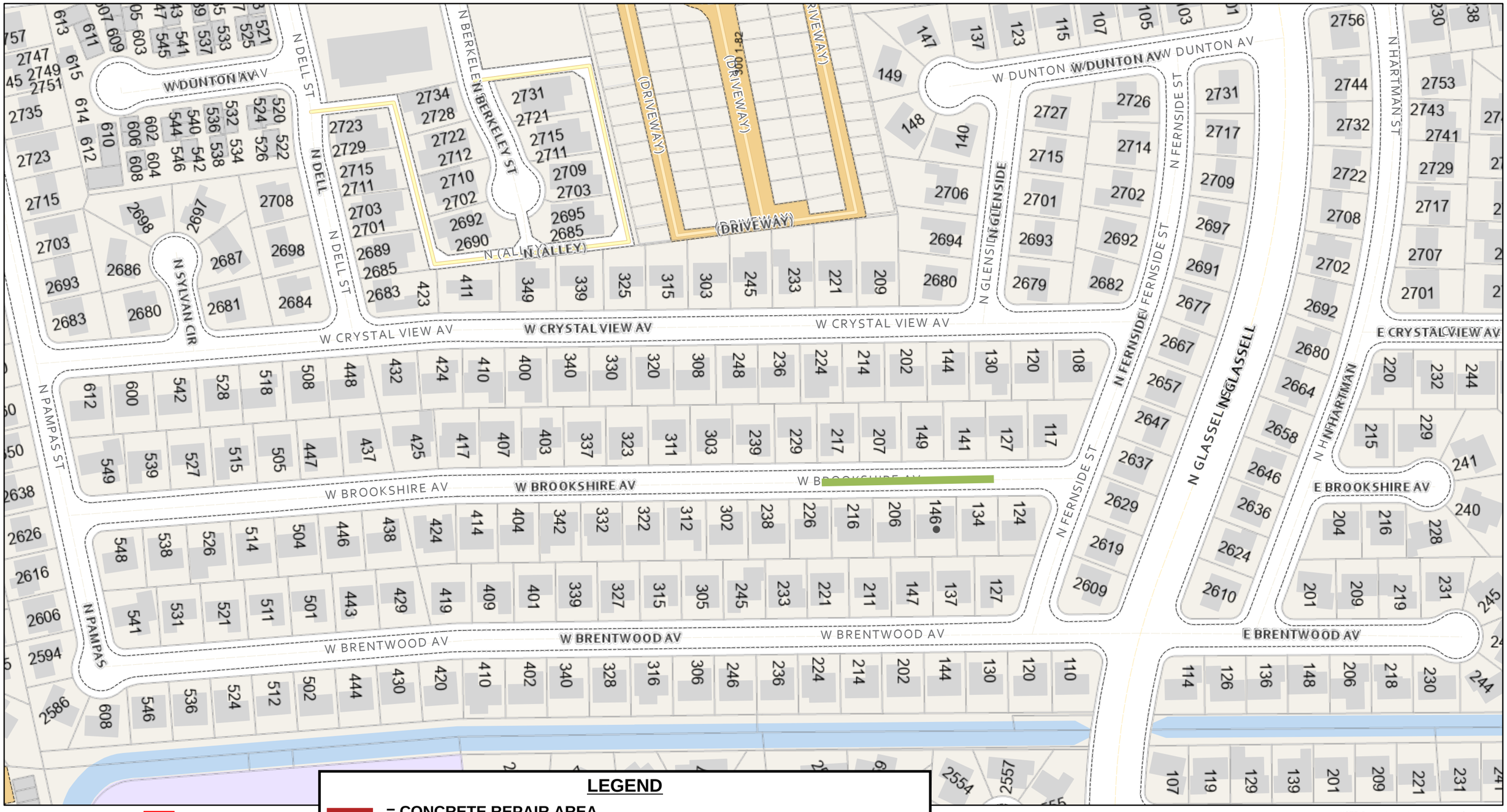
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Annual Concrete Project-FY 2025-2026

CITY OF ORANGE

Location Map #4



LEGEND

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- = CONCRETE REPAIR AREA, MAINTENANCE DEPARTMENT LOCATION
- = REPLACE CURB RAMP, TYPE PER ADA RAMP TABLE
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- = REPLACE CURB RAMP, SEE RAMP LAYOUT DETAILS

City Boundaries

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Date Exported: 3/17/2026

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Annual Concrete Project-FY 2025-2026

CITY OF ORANGE

Location Map #5



LEGEND

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- = CONCRETE REPAIR AREA, MAINTENANCE DEPARTMENT LOCATION
- = REPLACE CURB RAMP, TYPE PER ADA RAMP TABLE
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City Boundaries

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Date Exported: 3/17/2026

Credits: City of Orange (2026)

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Annual Concrete Project-FY 2025-2026

CITY OF ORANGE

Location Map #6



LEGEND

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City Boundaries

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Date Exported: 3/17/2026

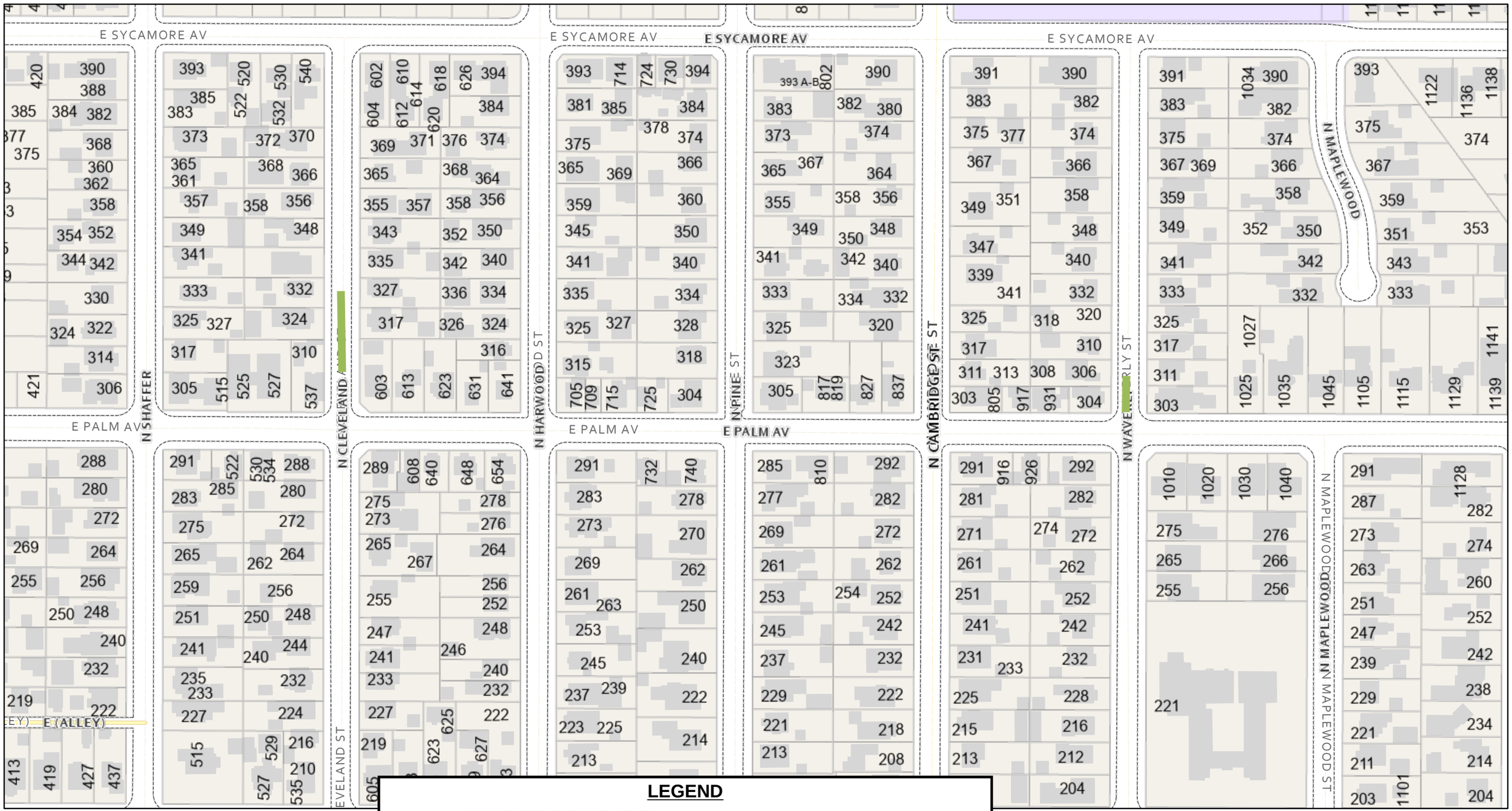
Credits: City of Orange (2026)

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Annual Concrete Project-FY 2025-2026

CITY OF ORANGE

Location Map #7



LEGEND

- = CONCRETE REPAIR AREA
- = CONCRETE REPAIR AREA, MAINTENANCE DEPARTMENT LOCATION
- = REPLACE CURB RAMP, TYPE PER ADA RAMP TABLE
- = REPLACE RAMP TRUNCATED DOMES ONLY
- = REPLACE CURB RAMP, SEE RAMP LAYOUT DETAILS

1:2,257

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Date Exported: 3/17/2026

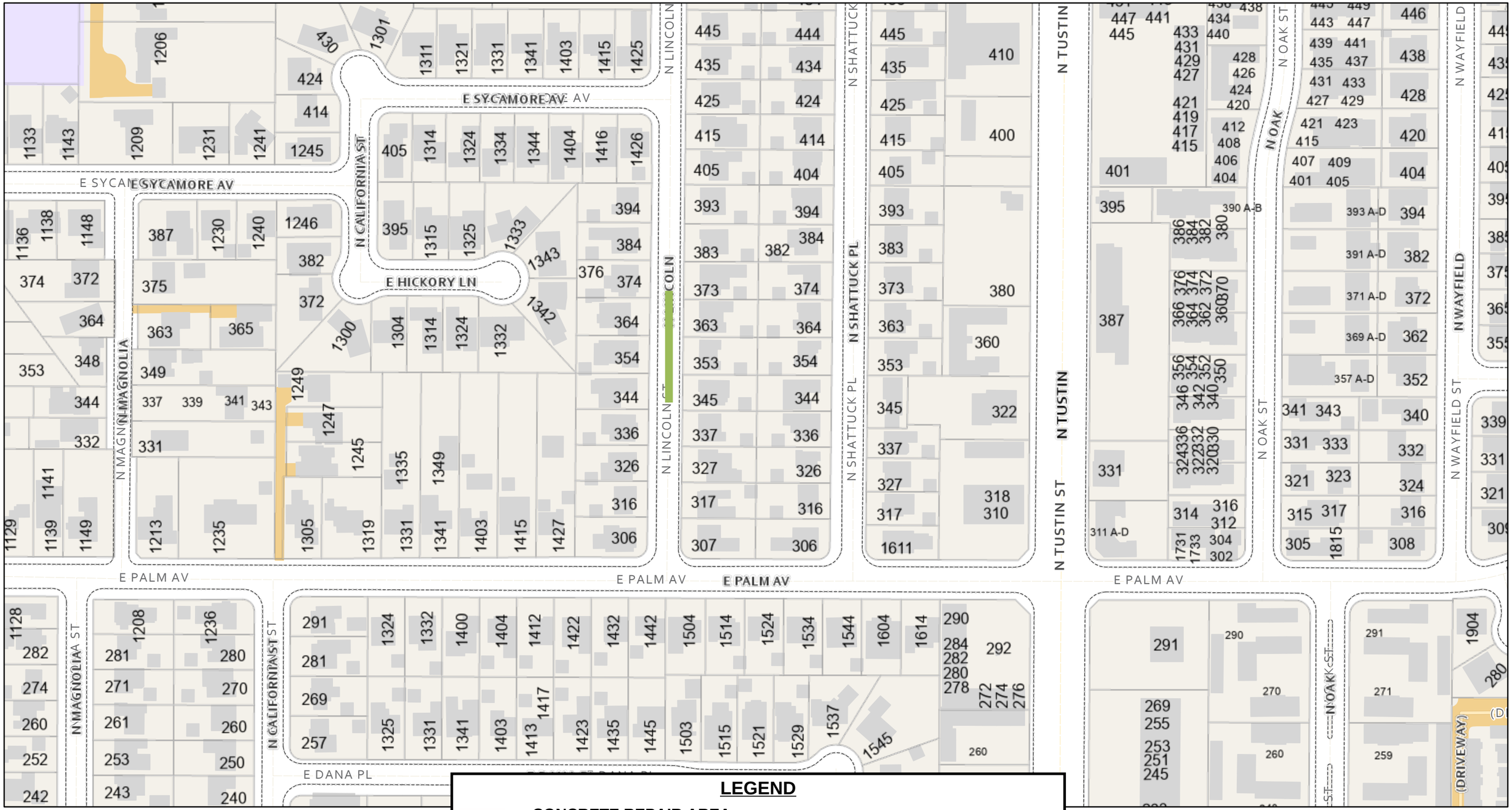
Credits: City of Orange (2026)

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.

Annual Concrete Project-FY 2025-2026

CITY OF ORANGE

Location Map #8



City Boundaries

LEGEND

- = CONCRETE REPAIR AREA
- = CONCRETE REPAIR AREA, MAINTENANCE DEPARTMENT LOCATION
- = REPLACE CURB RAMP, TYPE PER ADA RAMP TABLE
- = REPLACE RAMP TRUNCATED DOMES ONLY
- = REPLACE CURB RAMP, SEE RAMP LAYOUT DETAILS

1:2,257

0 0.01 0.03 mi

Date Exported: 3/17/2026

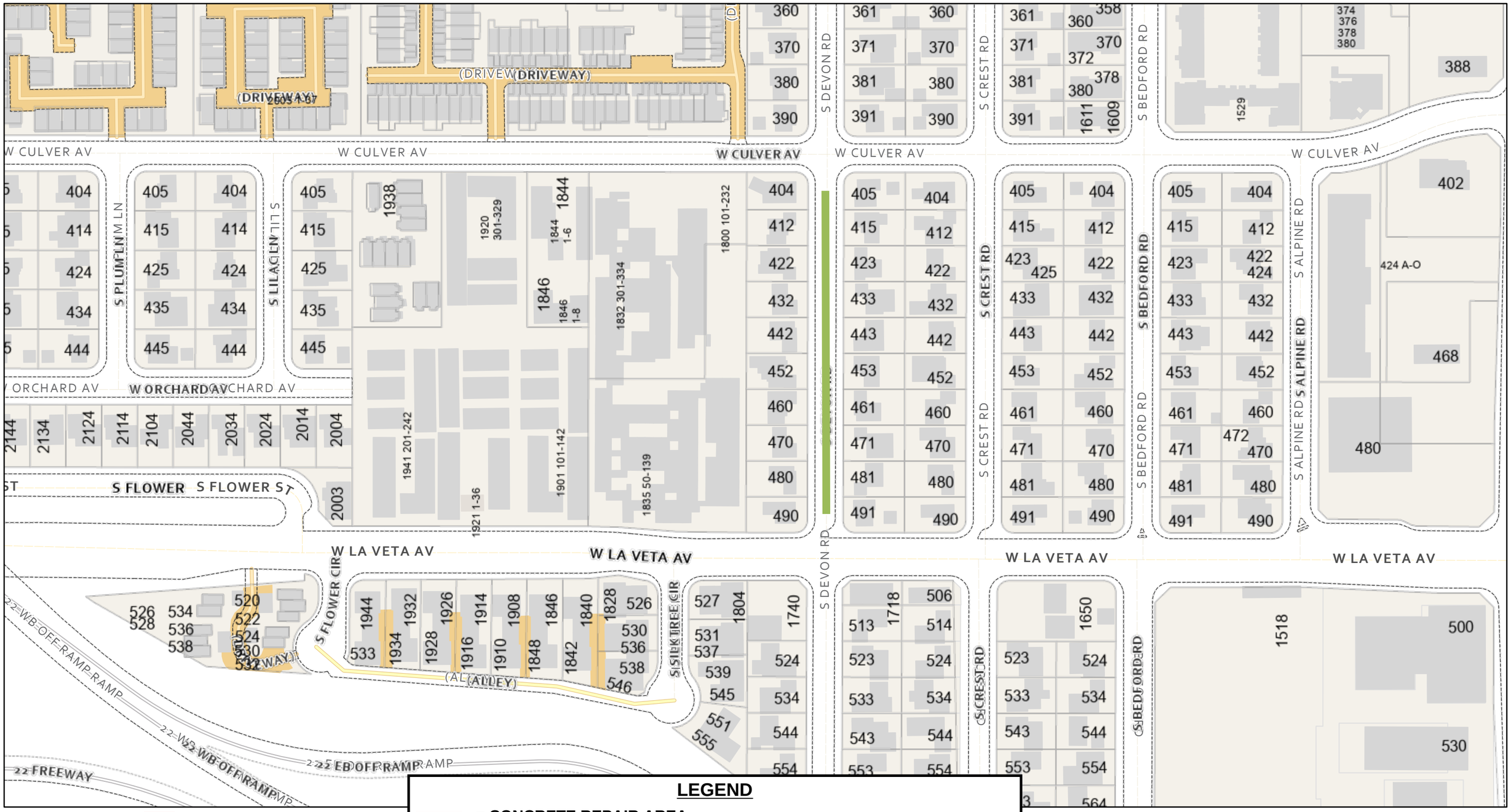
Credits: City of Orange (2026)

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.

Annual Concrete Project-FY 2025-2026

CITY OF ORANGE

Location Map #9



City Boundaries

LEGEND

- = CONCRETE REPAIR AREA
- = CONCRETE REPAIR AREA, MAINTENANCE DEPARTMENT LOCATION
- = REPLACE CURB RAMP, TYPE PER ADA RAMP TABLE
- = REPLACE RAMP TRUNCATED DOMES ONLY
- = REPLACE CURB RAMP, SEE RAMP LAYOUT DETAILS

N W E S

1:2,257

0 0.01 0.03 mi

Date Exported: 3/17/2026

Credits: City of Orange (2026)

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.

Annual Concrete Project-FY 2025-2026

CITY OF ORANGE

Location Map #10



City Boundaries

LEGEND

= CONCRETE REPAIR AREA

= CONCRETE REPAIR AREA, MAINTENANCE DEPARTMENT LOCATION

= REPLACE CURB RAMP, TYPE PER ADA RAMP TABLE

= REPLACE RAMP TRUNCATED DOMES ONLY

= REPLACE CURB RAMP, SEE RAMP LAYOUT DETAILS

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.

Annual Concrete Project-FY 2025-2026

CITY OF ORANGE

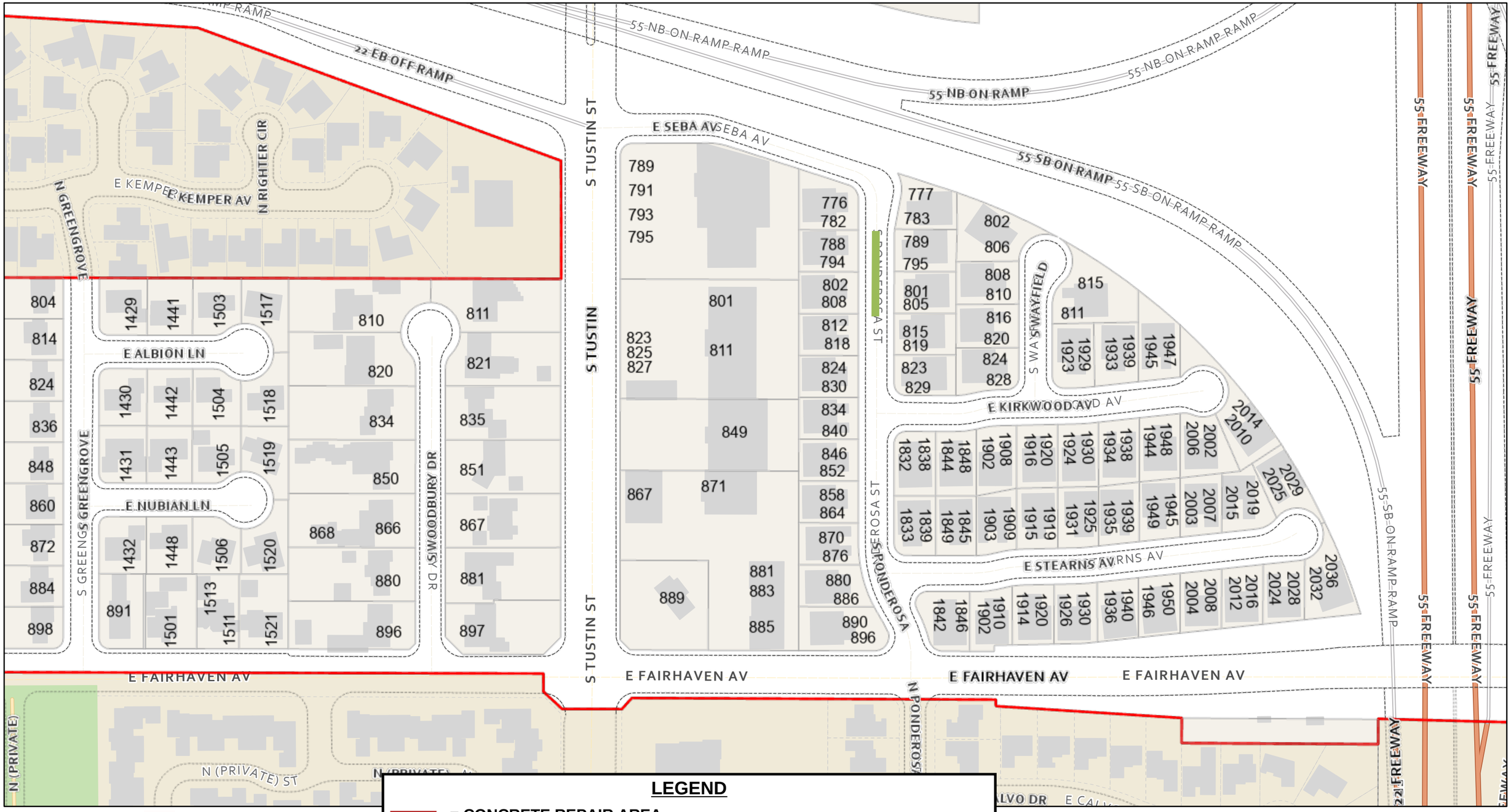
Location Map #11

1:2,257

0 0.01 0.03 mi

Date Exported: 3/17/2026

Credits: City of Orange (2026)



City Boundaries

LEGEND

- = CONCRETE REPAIR AREA
- = CONCRETE REPAIR AREA, MAINTENANCE DEPARTMENT LOCATION
- = REPLACE CURB RAMP, TYPE PER ADA RAMP TABLE
- = REPLACE RAMP TRUNCATED DOMES ONLY
- = REPLACE CURB RAMP, SEE RAMP LAYOUT DETAILS

1:2,257

0 0.01 0.03 mi

Date Exported: 3/17/2026

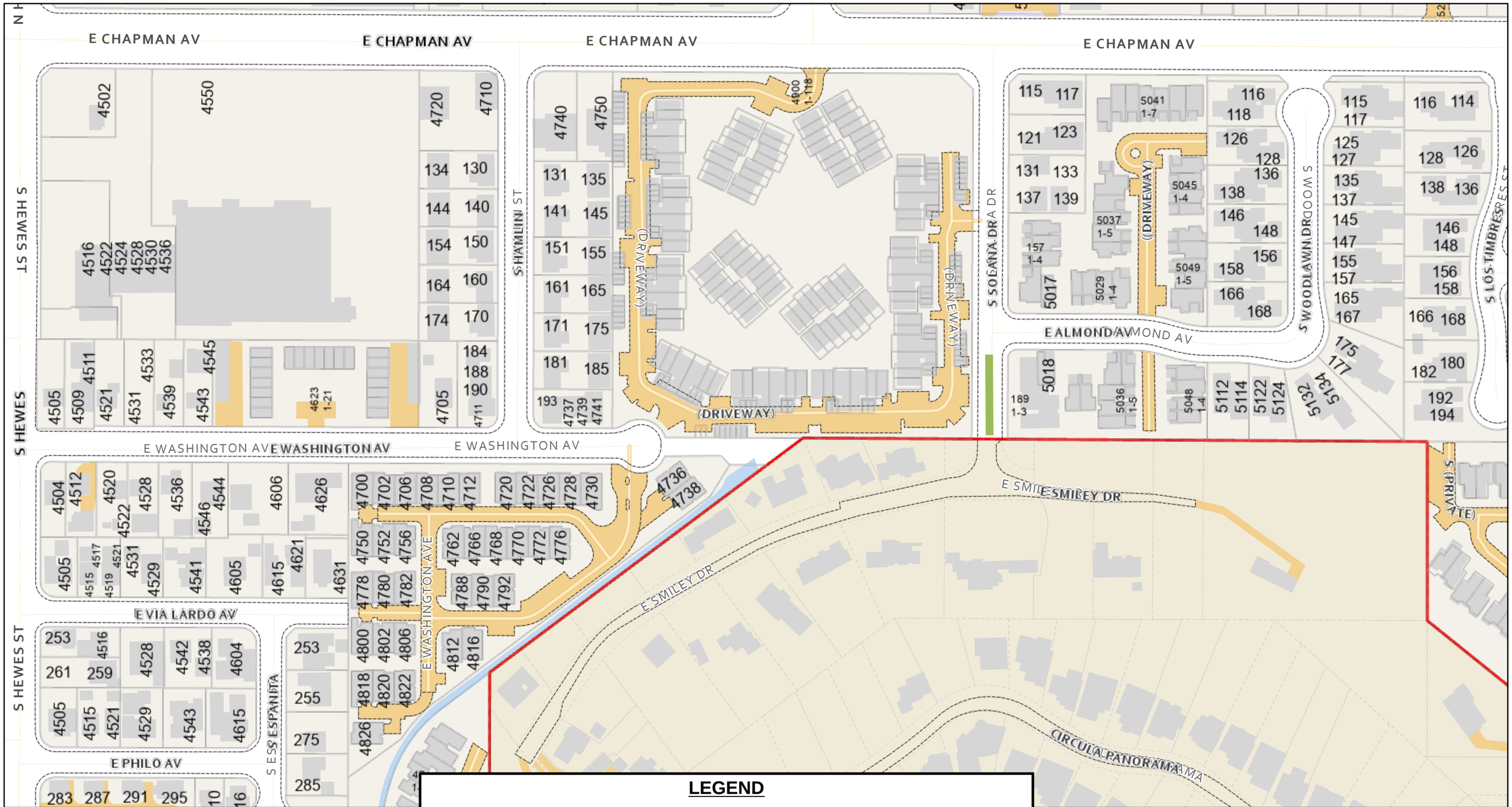
Credits: City of Orange (2026)

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.

Annual Concrete Project-FY 2025-2026

CITY OF ORANGE

Location Map #12



City Boundaries

LEGEND

- = CONCRETE REPAIR AREA
- = CONCRETE REPAIR AREA, MAINTENANCE DEPARTMENT LOCATION
- = REPLACE CURB RAMP, TYPE PER ADA RAMP TABLE
- = REPLACE RAMP TRUNCATED DOMES ONLY
- = REPLACE CURB RAMP, SEE RAMP LAYOUT DETAILS

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.

Annual Concrete Project-FY 2025-2026

CITY OF ORANGE

Location Map #13

1:2,257

0 0.01 0.03 mi

Date Exported: 3/17/2026

Credits: City of Orange (2026)



City Boundaries

LEGEND

= CONCRETE REPAIR AREA

= CONCRETE REPAIR AREA, MAINTENANCE DEPARTMENT LOCATION

= REPLACE CURB RAMP, TYPE PER ADA RAMP TABLE

= REPLACE RAMP TRUNCATED DOMES ONLY

= REPLACE CURB RAMP, SEE RAMP LAYOUT DETAILS

N W E S

1:2,257

0 0.01 0.03 mi

Date Exported: 3/26/2026

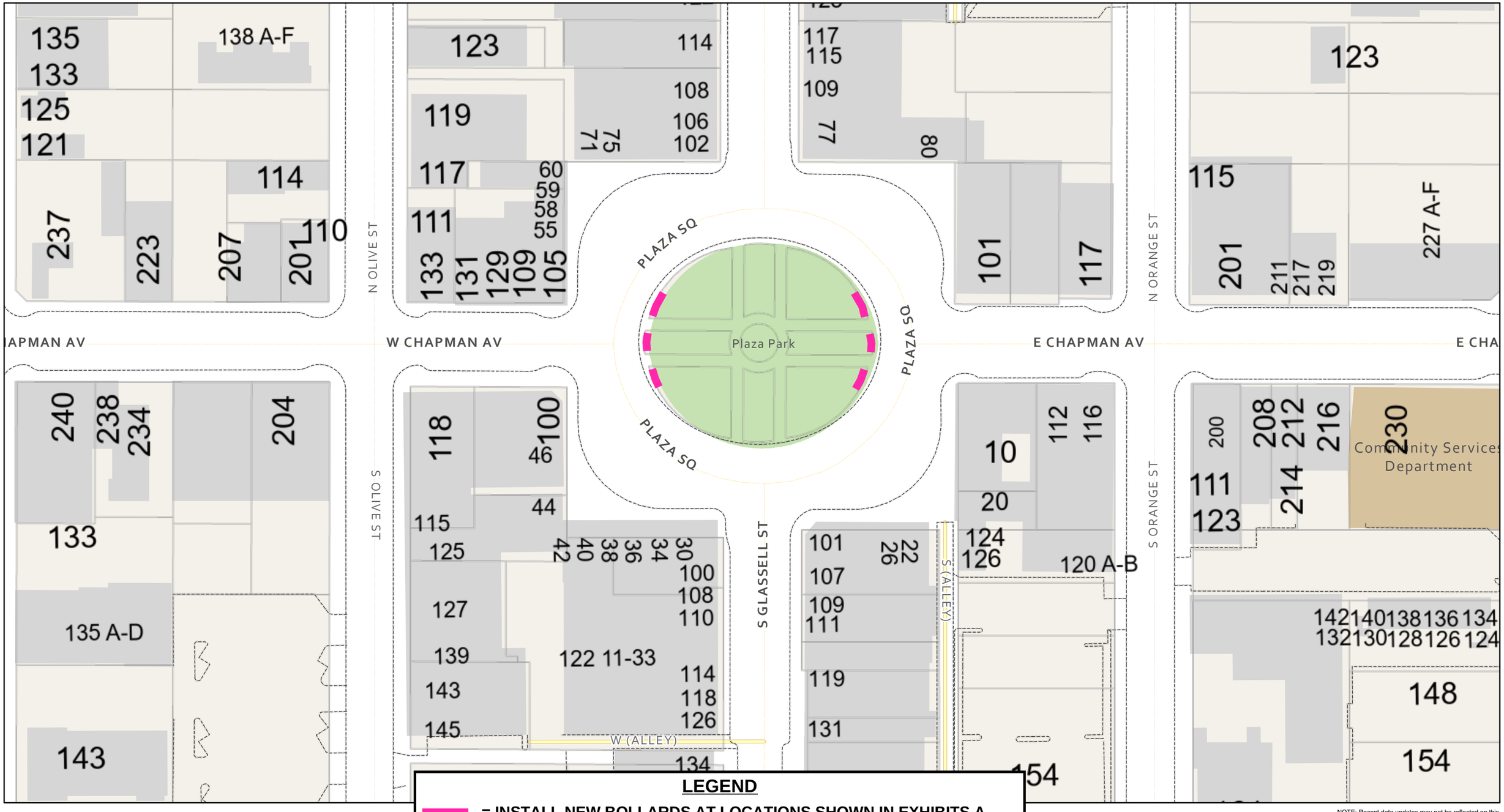
Credits: City of Orange (2026)

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.

Annual Concrete Project-FY 2025-2026

CITY OF ORANGE

Location Map #14



LEGEND

= INSTALL NEW BOLLARDS AT LOCATIONS SHOWN IN EXHIBITS A AND B, IN ACCORDANCE WITH THE BOLLARD PRODUCT SPECIFICATIONS (PS-RG-BL-01210) AND ASSOCIATED INSTALLATION/FOUNDATION DETAILS

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.

Annual Concrete Project-FY 2025-2026

CITY OF ORANGE

Location Map #15

1:1,128

0 0.01 0.01 mi

Date Exported: 4/14/2026

Credits: City of Orange (2026)



N

N.T.S.

LEGEND

CRASH BOLLARD AND FOOTING. SPACED AT MAXIMUM OF 5' O.C., TYPICAL.
LOCATION IS APPROXIMATE, FINAL DETERMINATION TO BE MADE BY PUBLIC WORKS INSPECTOR.

PLAZA PARK BOLLARD ENHANCEMENTS



N

N.T.S.

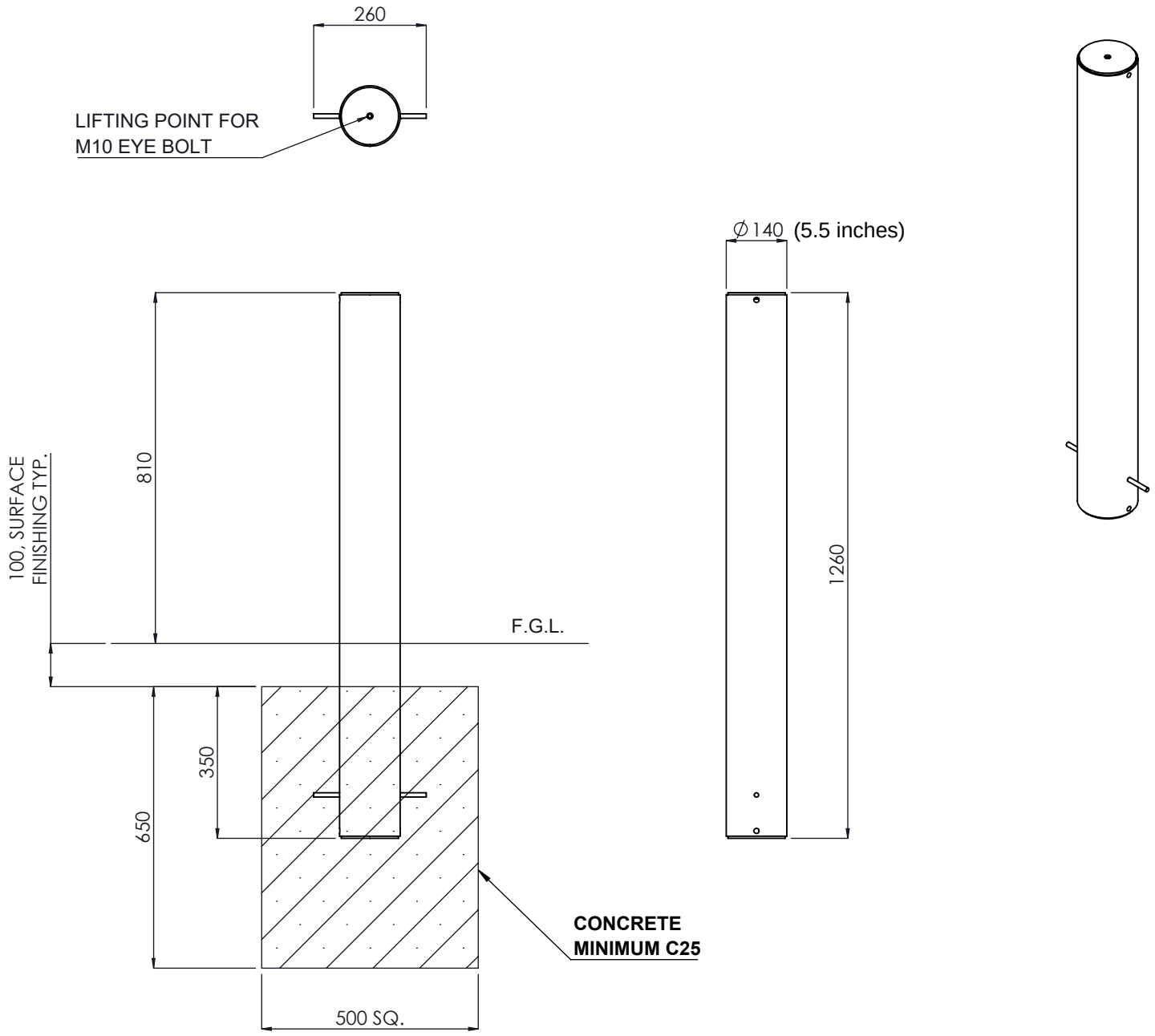
EAST CHAPMAN AVENUE

LEGEND

CRASH BOLLARD AND FOOTING. SPACED AT MAXIMUM OF 5' O.C., TYPICAL.
LOCATION IS APPROXIMATE, FINAL DETERMINATION TO BE MADE BY PUBLIC WORKS INSPECTOR.

PLAZA PARK BOLLARD ENHANCEMENTS

PS-RG-BL-01210 RG PAS170 25/20 Ø139 Bollard Only Galv



MATERIAL
Mild Steel

FINISH
Galvanised

Color to match existing bollards

FIXING TYPE
Root Fixed

APPROX. WEIGHT
56.7 kg

HVM CLASSIFICATION
PAS170-1:2017 BOLLARD
IT/2500/32/90:2.0

NOTES
Bollard core only.

Product is only HVM compliant when installed in corresponding concrete foundation.

FURTHER INFORMATION
Installation, cleaning and maintenance details are available on request.

DRAWING INFORMATION
DRAWN BY: MB
DATE: 30/04/25
REVISION: [A]
SCALE: 1:14 @ A4
SHEET: 1 of 1

THIRD ANGLE PROJECTION

All dimensions in Milimeters unless otherwise stated.

CONTACT DETAILS
T: 0345 600 2425
E: landscapeprotection@marshalls.co.u
www.marshalls.co.uk/commercial

Agenda Item

Orange City Council

Item #: 3.11. 4/28/2026 **File #:** 26-0149

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 G.M. Sager Construction Co., Inc. for Asphalt Repair Services, and finding of California Environmental Quality Act (CEQA) exemption

2. SUMMARY

Bids were solicited for asphalt repair at various locations specifically to restore roadway surfaces disturbed by waterline breaks. Two bidders responded, and G.M. Sager Construction Co., Inc. is the apparent low bidder in the amount of $163,300.

3. RECOMMENDED ACTION

1. Approve the contract with G.M. Sager Construction Co., Inc. in the amount of $179,630 representing an original bid amount of $163,300, plus a 10% contingency of $16,330 for asphalt repair; and authorize the Mayor and City Clerk to execute on behalf of the City.

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 - Existing Facilities)

4. FISCAL IMPACT

The expense for this contract is $179,630 and will be funded through Water (600):

600-5803-53201- Repair & Maintenance Supplies

5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

The City's Water Utility will experience a number of water main breaks and leaks throughout the year. While City crews handle the initial excavation, pipe repair, and temporary surfacing, permanent asphalt restoration requires specialized contractor services. Through an informal bid process staff solicited bids from four reputable companies for asphalt repair and two bids were received:

Company	**Amount**
1. G.M. Sager Construction Co., Inc.	$163,300.00
2. All American Asphalt	$193,000.00

Hardy and Harper, Inc. & Arizona Pipeline Company were nonresponsive.

Staff checked the references and qualifications of G.M. Sager Construction Co., Inc. and found them to be acceptable, with adequate years of experience in completing contracts of similar nature to this project. Therefore, staff recommend awarding the contract to G.M. Sager Construction Co., Inc. in the amount of $179,630, representing an original bid of $163,300, plus a 10% contingency of $16,330.

Construction is scheduled to commence in May 2026, with a projected completion window of 45 calendar days.

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 - Existing Facilities) in that the project consists of repairs, maintenance, and safety improvement at existing public facilities and results in no expansion of use beyond that existing at the time of the City's determination.

8. ATTACHMENTS

- Contract with G.M. Sager Construction Co. Inc.

Agenda Item

Orange City Council

Item #: 3.11. 4/28/2026 **File #:** 26-0149

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THRU: **Jarad Hildenbrand, City Manager**

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8. ATTACHMENTS

- Contract with G.M. Sager Construction Co. Inc.

CONTRACT
[Asphalt Replacement at Various Locations]

THIS CONTRACT (the "Contract") is made and entered into as of _____, 2026 ("Effective Date") by and between the CITY OF ORANGE, a municipal corporation ("City"), and G.M. SAGER CONSTRUCTION CO., 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 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);

(2) 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;"

(3) The "City of Orange Standard Special Provisions;"

(4) The Standard Plans; and

(5) 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 Assistant Water Manager, Rick Hurtado ("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 forty-five (45) 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 ONE HUNDRED SIXTY-THREE THOUSAND THREE HUNDRED DOLLARS and 00/100 ($163,300.00) 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 SIXTEEN THOUSAND THREE HUNDRED THIRTY DOLLARS and 00/100 ($16,330.00) 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 ONE HUNDRED SEVENTY-NINE THOUSAND SIX HUNDRED THIRTY DOLLARS and 00/100 ($179,630.00).

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, but are not limited to: 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"	"CITY"
G.M. Sager Construction Co., Inc. 1380 S East End Ave Pomona, CA 91766	City of Orange 300 E. Chapman Avenue Orange, CA 92866-1591
Attn: Michael Sager (Principal)	Attn: Sonny Tran (Water Manager)
Telephone: (909) 620-9987 E-Mail: gmsagercorp@aol.com	Telephone: (714) 288-2475 E-Mail: stran@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 electronically 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 of the City of Orange

CONTRACT, BONDS AND INSURANCE APPROVED BY:

ATTEST:

_____
Connor Hyland
Senior Assistant City Attorney

_____
Pamela Coleman, City Clerk

"CONTRACTOR"

G.M. SAGER CONSTRUCTION CO., INC.,
a California corporation

[Note: Signature of Chairman of the Board, President or Vice President is required]

By: Michael Sager
Printed Name: Michael Sager
Title: Vice President

[Note: Signature of Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer is also required]

By: Michael Sager
Printed Name: Michael Sager
Title: Corporate Secretary

"CITY"

CITY OF ORANGE, a municipal corporation

By:_____
Daniel R. Slater
Mayor of the City of Orange

CONTRACT, BONDS AND INSURANCE
APPROVED BY:

_____
Connor Hyland
Senior Assistant City Attorney

ATTEST:

_____
Pamela Coleman, City Clerk

"CONTRACTOR"

G.M. SAGER CONSTRUCTION CO., INC.,
a California corporation

[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]

By:_____
Printed Name:_____
Title:_____

√ X

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 1776for 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.

Agenda Item

Orange City Council

Item #: 3.12. 4/28/2026 **File #:** 26-0157

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 R.J. Noble Company, Inc. for Almond Avenue and Collins Avenue Street Improvements

2. SUMMARY

Bids for Almond Avenue and Collins Avenue Street Improvements were received and opened on April 9, 2026 (Bid No. 25-26.13). Six bidders responded to the notice inviting bids. The apparent low bidder is R.J. Noble Company, Inc. of Orange, California in the amount of $1,679,175.

3. RECOMMENDED ACTION

Approve the contract with R.J. Noble Company, Inc. in the amount of $1,931,051 representing an original amount of $1,679,175 plus a 15% contingency of $251,876 for Almond Avenue and Collins Avenue Street Improvements; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

The expense for this contract is $1,931,051 and will be funded through Measure M2 - Traffic Improvement (263) and Capital Projects (500) respectively:

263-5101-87102-265702	Pavement Management Program	$1,000,000
500-5101-87102-265702	Pavement Management Program	$ 931,051

5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

The Almond Avenue and Collins Avenue Street Improvements project is part of the City's Pavement Management Program (PMP) FY26 activities and is designed to prolong the pavement life of City streets. This portion of the annual pavement maintenance program is being advanced separately to allow construction to begin in June 2026 and be completed prior to the start of the upcoming school year, minimizing impacts to school traffic circulation and improving the effectiveness of the traffic

control plan.

This asphalt concrete overlay project will rehabilitate Almond Avenue from Main Street to Cypress Street and Collins Avenue from Tustin Street to Handy Street. The streets selected for maintenance are in accordance with the City's Pavement Management Plan and generally fall into the "poor to fair" category. These streets require work at this time to prevent total pavement failure, which would result in complete reconstruction at a significantly higher future cost. The project will include asphalt concrete overlays, localized pavement reconstruction, replacement of damaged curb and gutter, cross gutters, sidewalks, and access ramps within the project limits to meet federal accessibility guidelines. New curb and gutter will be constructed where missing or in need of replacement, which will enhance stormwater surface flow, reduce pooling and erosion, and extend pavement life through improved drainage.

The City Council previously approved an advertisement for bids on March 10, 2026. The bid solicitation was advertised on March 19, 2026, for a period of four weeks, and bids were opened on April 9, 2026. Six bids were received as follows:

1. R.J. Noble Company, Inc., Orange $1,679,175
2. Onyx Paving Company, Inc., Yorba Linda $1,728,000
3. Sequel Contractors, Inc., Santa Fe Springs $1,741,275
4. Hardy & Harper, Inc., Lake Forest $1,779,000
5. All American Asphalt, Corona $1,798,660
6. PALP, Inc. Dba Excel Paving, Long Beach $1,898,983

The low bid is approximately 4.4% lower than the Engineer's Estimate of $1,756,682, which includes construction engineering and a 15% contingency. Staff reviewed the references and qualifications of the apparent low bidder and found them to be acceptable, with adequate experience completing contracts of similar scope and complexity. Therefore, staff recommend R.J. Noble Company, Inc. be awarded the contract in the amount of $1,931,051, representing an original bid amount of $1,679,175 plus a 15% contingency of $251,876 for Almond Ave and Collins Avenue Street Improvements.

Construction is scheduled to begin in June 2026 and is expected to be completed prior to the start of the new school year.

7. ATTACHMENTS

- Contract with R.J. Noble Company, Inc.
- Bid Abstract
- Location Maps

Agenda Item

Orange City Council

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Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

The Almond Avenue and Collins Avenue Street Improvements project is part of the City's Pavement Management Program (PMP) FY26 activities and is designed to prolong the pavement life of City streets. This portion of the annual pavement maintenance program is being advanced separately to allow construction to begin in June 2026 and be completed prior to the start of the upcoming school year, minimizing impacts to school traffic circulation and improving the effectiveness of the traffic

control plan.

This asphalt concrete overlay project will rehabilitate Almond Avenue from Main Street to Cypress Street and Collins Avenue from Tustin Street to Handy Street. The streets selected for maintenance are in accordance with the City's Pavement Management Plan and generally fall into the "poor to fair" category. These streets require work at this time to prevent total pavement failure, which would result in complete reconstruction at a significantly higher future cost. The project will include asphalt concrete overlays, localized pavement reconstruction, replacement of damaged curb and gutter, cross gutters, sidewalks, and access ramps within the project limits to meet federal accessibility guidelines. New curb and gutter will be constructed where missing or in need of replacement, which will enhance stormwater surface flow, reduce pooling and erosion, and extend pavement life through improved drainage.

The City Council previously approved an advertisement for bids on March 10, 2026. The bid solicitation was advertised on March 19, 2026, for a period of four weeks, and bids were opened on April 9, 2026. Six bids were received as follows:

1. R.J. Noble Company, Inc., Orange $1,679,175
2. Onyx Paving Company, Inc., Yorba Linda $1,728,000
3. Sequel Contractors, Inc., Santa Fe Springs $1,741,275
4. Hardy & Harper, Inc., Lake Forest $1,779,000
5. All American Asphalt, Corona $1,798,660
6. PALP, Inc. Dba Excel Paving, Long Beach $1,898,983

The low bid is approximately 4.4% lower than the Engineer's Estimate of $1,756,682, which includes construction engineering and a 15% contingency. Staff reviewed the references and qualifications of the apparent low bidder and found them to be acceptable, with adequate experience completing contracts of similar scope and complexity. Therefore, staff recommend R.J. Noble Company, Inc. be awarded the contract in the amount of $1,931,051, representing an original bid amount of $1,679,175 plus a 15% contingency of $251,876 for Almond Ave and Collins Avenue Street Improvements.

Construction is scheduled to begin in June 2026 and is expected to be completed prior to the start of the new school year.

7. ATTACHMENTS

- Contract with R.J. Noble Company, Inc.
- Bid Abstract
- Location Maps

CONTRACT
[Almond Avenue and Collins Avenue Street Improvements (Bid No. 25-26.13)]

THIS CONTRACT (the "Contract") is made and entered into as of _____, 2026 ("Effective Date") by and between the CITY OF ORANGE, a municipal corporation ("City"), and R.J. NOBLE COMPANY, 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 Almond Avenue and Collins Avenue Street Improvements (Drawing SP-4327) prepared by the City, approved by the "Engineer" (as defined herein below) on March 12, 2026, and consisting of sheets numbered 1 through 17, 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 "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;"

(4) The "City of Orange Standard Special Provisions;"

(5) The Standard Plans; and

(6) 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, Behrooz Nikjoo ("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 forty-five (45) 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 ONE MILLION SIX HUNDRED SEVENTY-NINE THOUSAND ONE HUNDRED SEVENTY-FIVE DOLLARS and 00/100 ($1,679,175.00) 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 TWO HUNDRED FIFTY-ONE THOUSAND EIGHT HUNDRED SEVENTY-SEVEN DOLLARS and 00/100 ($251,877.00) 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 ONE MILLION NINE HUNDRED THIRTY-ONE THOUSAND FIFTY-TWO DOLLARS and 00/100 ($1,931,052.00).

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"	"CITY"
R.J. Noble Company 15505 E. Lincoln Ave. Orange, CA 92865	City of Orange 300 E. Chapman Avenue Orange, CA 92866-1591
Attn: Steve Mendoza	Attn: Behrooz Nikjoo
Telephone: 714-637-1550 E-Mail: stevemendoza@rjnoblecompany.com	Telephone: 714-744-5531 E-Mail: bnikjoo@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 electronically 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 of the City of Orange

CONTRACT, BONDS AND INSURANCE APPROVED BY:

_____
Nathalie Adourian, City Attorney

ATTEST:

_____
Pamela Coleman, City Clerk

"CONTRACTOR"

R.J. NOBLE COMPANY, a California corporation

[Note: Signature of Chairman of the Board, President or Vice President is required]

By: x _____
Printed Name: Steven L. Mendoza
Title: Vice President

[Note: Signature of Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer is also required]

By: x _____
Printed Name: Jacob Breedlove
Title: Assistant Secretary

"CITY"

CITY OF ORANGE, a municipal corporation

By:_____
Daniel R. Slater
Mayor of the City of Orange

CONTRACT, BONDS AND INSURANCE
APPROVED BY:

_____
Nathalie Adourian, City Attorney

ATTEST:

_____
Pamela Coleman, City Clerk

"CONTRACTOR"

R.J. NOBLE COMPANY, a California corporation

[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]

By:_____
Printed Name:_____
Title:_____

√ X

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 1776for 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.

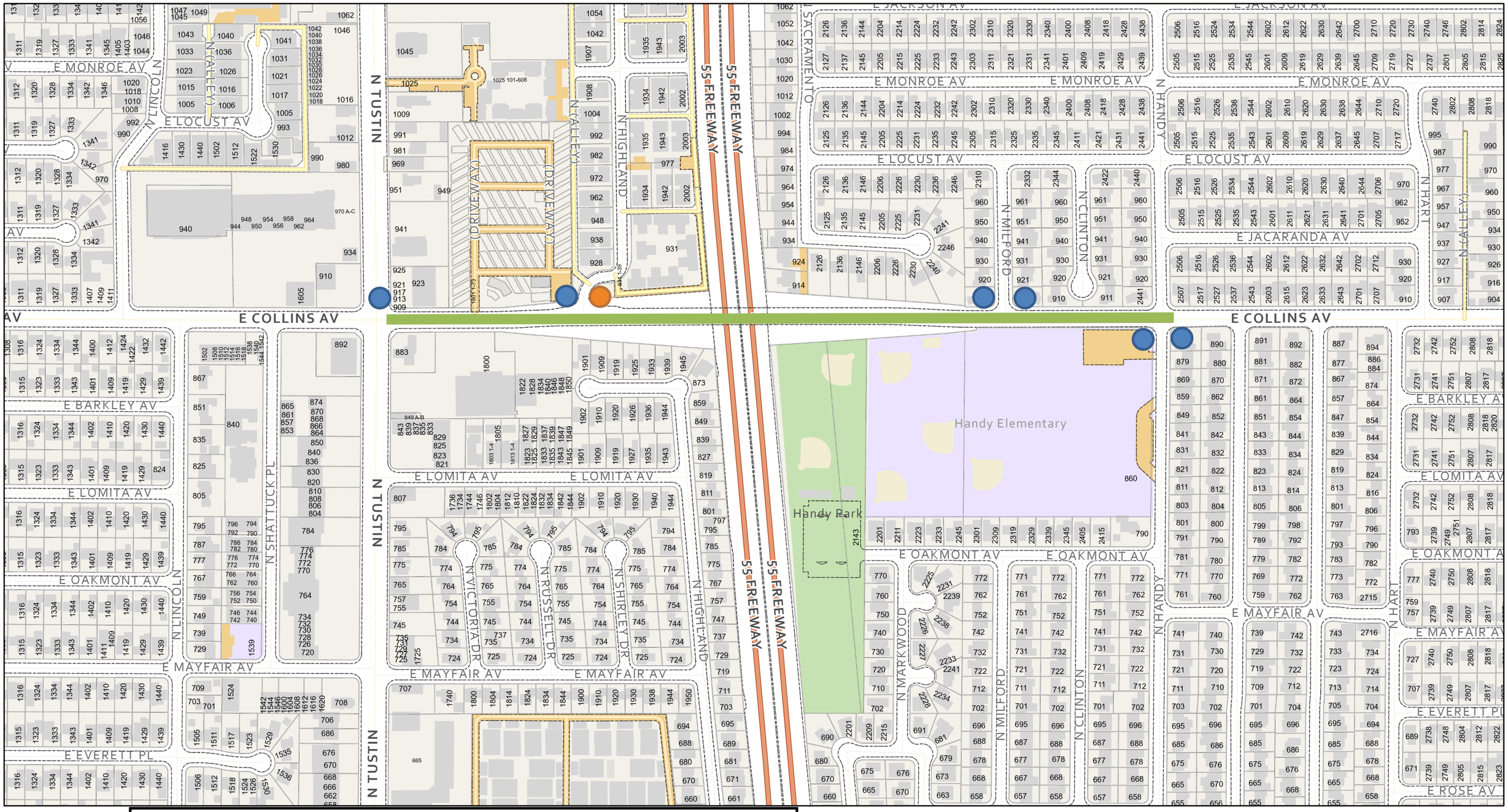
(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(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:
Almond Avenue and Collins Avenue Street Improvements

Bid No. 25-26.13; Project No. SP-4327
Date of Bid Opening: 04/09/2026

NO.	DESCRIPTION OF WORK	QUANTITY		ENGINEER'S ESTIMATE		1 R.J. Noble Company, Orange, CA Tel. No. (714) 637-6321		2 Onyx Paving Company, Inc., Yorba Linda, CA Tel. No. (714) 632-6699		3 Sequel Contractors, Inc., Santa Fe Springs, CA Tel. No. (562) 802-7499		4 Hardy & Harper, Inc., Lake Forest, CA Tel. No. (714) 444-1851		5 All Amereican Asphalt, Corona, CA Tel. No. (951) 736-7600		6 PALP Inc., dba Excel Paving Company, Long Beach, CA Tel. No. (562) 599-5841	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
	PAVEMENT IMPROVEMENTS																
1	2" Cold Plane Existing AC Pavement - Residential	14,000	SY	$ 3.50	$49,000.00	$2.60	$36,400.00	$3.69	$51,660.00	$6.00	$84,000.00	$3.80	$53,200.00	$5.75	$80,500.00	$5.10	$71,400.00
2	Remove Asphalt Concrete/Subgrade (Residential 4" Unclassified Excavation)	35	CY	$ 215.00	$7,525.00	$450.00	$15,750.00	$111.00	$3,885.00	$80.00	$2,800.00	$258.00	$9,030.00	$70.00	$2,450.00	$270.00	$9,450.00
3	Asphalt Concrete Pavement - Residential Base Course	65	TON	$ 220.00	$14,300.00	$315.00	$20,475.00	$222.00	$14,430.00	$215.00	$13,975.00	$268.00	$17,420.00	$260.00	$16,900.00	$214.00	$13,910.00
4	Asphalt Rubberized Hot Mix (ARHM) - Residential Surface Course (1/2" Class ARHM-GG-C)	1,600	TON	$ 140.00	$224,000.00	$135.00	$216,000.00	$144.00	$230,400.00	$142.00	$227,200.00	$153.00	$244,800.00	$134.00	$214,400.00	$135.00	$216,000.00
5	Cold Plane Existing AC Pavement - Arterial (Depth Per Plan)	16,000	SY	$ 4.00	$64,000.00	$2.40	$38,400.00	$3.69	$59,040.00	$4.00	$64,000.00	$3.80	$60,800.00	$3.90	$62,400.00	$4.60	$73,600.00
6	Remove Asphalt Concrete/Subgrade (Arterial 8" Unclassified Excavation)	200	CY	$ 173.00	$34,600.00	$85.00	$17,000.00	$111.00	$22,200.00	$120.00	$24,000.00	$110.00	$22,000.00	$200.00	$40,000.00	$110.00	$22,000.00
7	Asphalt Concrete Pavement - Arterial Base Course	300	TON	$ 160.00	$48,000.00	$145.00	$43,500.00	$222.00	$66,600.00	$170.00	$51,000.00	$169.00	$50,700.00	$159.00	$47,700.00	$146.00	$43,800.00
8	Asphalt Rubberized Hot Mix (ARHM) - Arterial Surface Course (3/4" Class	2,000	TON	$ 140.00	$280,000.00	$130.00	$260,000.00	$144.00	$288,000.00	$138.00	$276,000.00	$153.00	$306,000.00	$138.00	$276,000.00	$134.00	$268,000.00
9	Adjust/Remove & Replace Water Valve Box per OWD Std. No. 101	36	EA	$ 1,375.00	$49,500.00	$1,600.00	$57,600.00	$1,777.00	$63,972.00	$1,500.00	$54,000.00	$1,260.00	$45,360.00	$1,670.00	$60,120.00	$1,500.00	$54,000.00
10	Adjust Manhole Frame & Cover to Grade per City Std. No. 408	31	EA	$ 1,317.00	$40,827.00	$1,500.00	$46,500.00	$1,777.00	$55,087.00	$1,700.00	$52,700.00	$1,386.00	$42,966.00	$1,490.00	$46,190.00	$1,300.00	$40,300.00
11	Provide & Install Type "E" Detector Loops	10	EA	$ 424.00	$4,240.00	$725.00	$7,250.00	$888.00	$8,880.00	$800.00	$8,000.00	$630.00	$6,300.00	$350.00	$3,500.00	$700.00	$7,000.00
12	Horizontally Saw-Cut Curb, Or Remove Existing Curb And Sidewalk Access Ramp, And Construct New Ramp Per City Std. Plan No. 121 With Detectable Warning Surface (Truncated Dome 4' X 3')	27	EA	$ 7,000.00	$189,000.00	$5,400.00	$145,800.00	$6,369.00	$171,963.00	$6,000.00	$162,000.00	$9,600.00	$259,200.00	$7,600.00	$205,200.00	$8,000.00	$216,000.00
13	Install Detectable Warning Surface (Truncated Dome 4' X 3') per City Std. Plan No. 121 on existing curb ramp	1	EA	$ 1,430.00	$1,430.00	$1,100.00	$1,100.00	$1,111.00	$1,111.00	$1,000.00	$1,000.00	$630.00	$630.00	$1,800.00	$1,800.00	$1,500.00	$1,500.00
14	Sawcut & Remove Existing and Construct Residential Concrete Curb and Gutter, Type A per City Std. Plan No. 117 (8" or Match Existing Curb Height)	4,000	LF	$ 88.00	$352,000.00	$85.00	$340,000.00	$76.00	$304,000.00	$85.00	$340,000.00	$79.00	$316,000.00	$75.00	$300,000.00	$83.00	$332,000.00
15	Remove Existing and Construct Concrete Cross Gutter and Spandrel per City Std. Plan No. 119	2,000	SF	$ 27.00	$54,000.00	$25.00	$50,000.00	$28.00	$56,000.00	$29.00	$58,000.00	$34.00	$68,000.00	$27.00	$54,000.00	$26.00	$52,000.00
16	Remove And Construct Concrete Driveway Per City Std. Plan No. 114, 115, And 116a (D)	1,400	SF	$ 23.00	$32,200.00	$18.00	$25,200.00	$24.00	$33,600.00	$23.00	$32,200.00	$27.00	$37,800.00	$20.00	$28,000.00	$17.00	$23,800.00
17	Remove Existing and Construct Residential Concrete Sidewalk per City Std. Plan No. 118 & 120	800	SF	$ 14.00	$11,200.00	$11.00	$8,800.00	$19.00	$15,200.00	$26.00	$20,800.00	$11.00	$8,800.00	$12.00	$9,600.00	$16.00	$12,800.00
18	Install Traffic Signing & Striping, pavement markings (legends), and Raised Pavement Markers (RPM's) for Arterial Streets per City's Plan and MUTCD	1	LS	$ 30,000.00	$30,000.00	$23,000.00	$23,000.00	$28,000.00	$28,000.00	$24,000.00	$24,000.00	$22,134.00	$22,134.00	$22,000.00	$22,000.00	$23,000.00	$23,000.00
19	Inventory and Install Traffic Signing & Striping, pavement markings (legends), and Raised Pavement Markers (RPM's) for Residential/Collector Streets per MUTCD	1	LS	$ 15,000.00	$15,000.00	$18,000.00	$18,000.00	$22,000.00	$22,000.00	$16,000.00	$16,000.00	$16,000.00	$16,000.00	$16,900.00	$16,900.00	$16,000.00	$16,000.00
20	Traffic Control & Construction Phasing	1	LS	$ 225,000.00	$225,000.00	$275,000.00	$275,000.00	$182,772.00	$182,772.00	$207,000.00	$207,000.00	$152,200.00	$152,200.00	$277,000.00	$277,000.00	$367,423.00	$367,423.00
21	Additional Horizontally Sawcut Curb, Or Remove Existing Curb And Sidewalk Access Ramp, And Construct New Ramp Per City Std. Plan No. 121 With Detectable Warning Surface (Truncated Dome 4' X 3')- (D)-For Curb Ramps at Palmyra Ave. & Glassell St. (NW and SW corners) and Culver Ave. & Glassell St. (NW and SW corners)	4	EA	$ 7,000.00	$28,000.00	$7,800.00	$31,200.00	$8,200.00	$32,800.00	$5,200.00	$20,800.00	$9,600.00	$38,400.00	$7,600.00	$30,400.00	$8,000.00	$32,000.00
22	Additional Installation of Detectable Warning Surface (Truncated Dome 4' X 3') per City Std. Plan No. 121 on existing curb ramp-(D)- For Curb Ramps at Glassell St. & River Ave. (N and S corners	2	EA	$ 1,430.00	$2,860.00	$1,100.00	$2,200.00	$8,200.00	$16,400.00	$900.00	$1,800.00	$630.00	$1,260.00	$1,800.00	$3,600.00	$1,500.00	$3,000.00
Grand Total					$1,756,682.00		$1,679,175.00		$1,728,000.00		$1,741,275.00		$1,779,000.00		$1,798,660.00		$1,898,983.00



LEGEND

= ARTERIAL 2" GRIND AND REPLACE 2" ARHM OVERLAY PER DETAIL A

= REPLACE CURB RAMP, TYPE PER ADA RAMP TABLE

= REPLACE RAMP TRUNCATED DOMES ONLY

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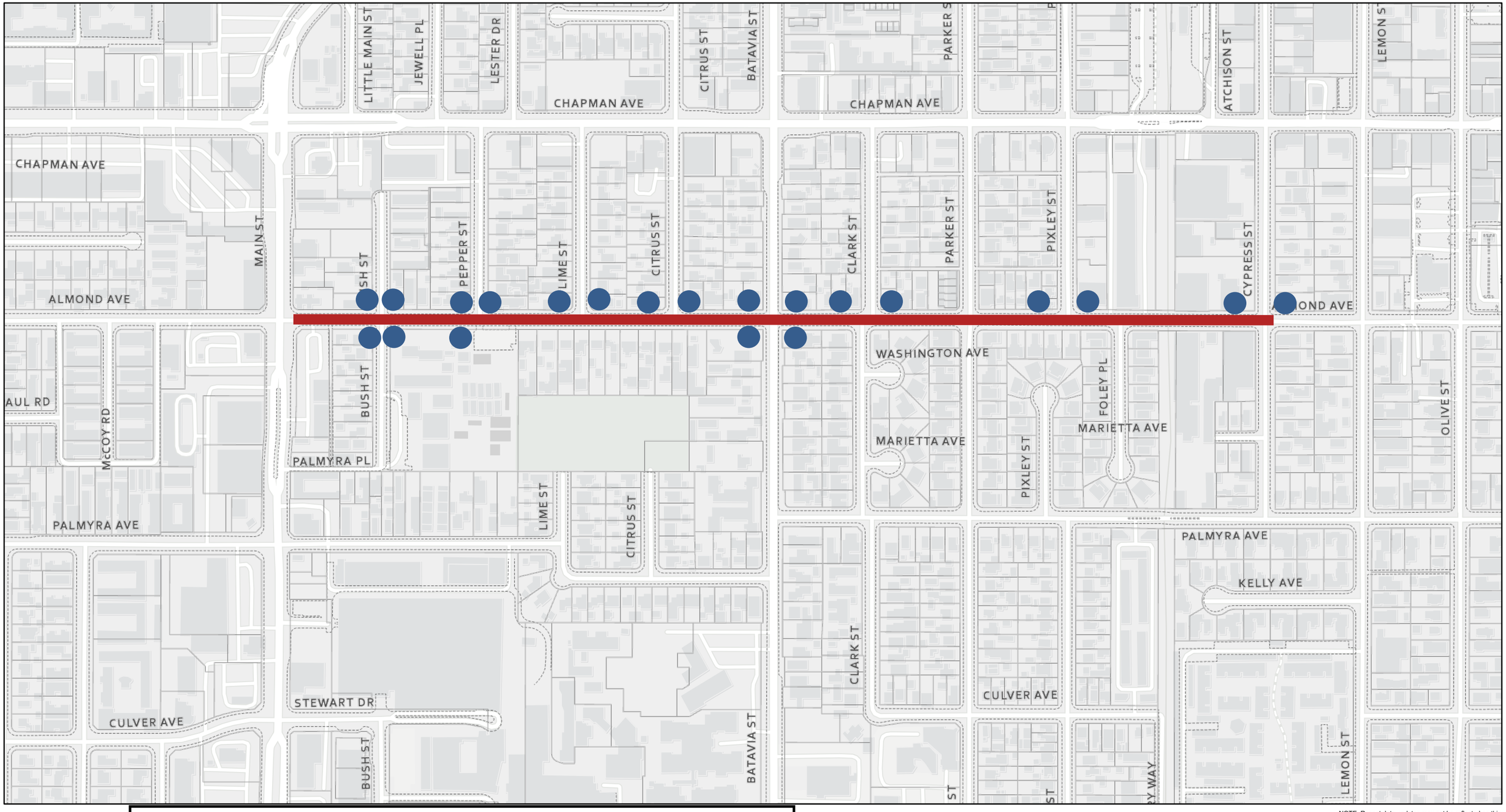
Date Exported: 7/29/2025

Credits: City of Orange (2025)

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

CITY OF ORANGE

Almond Ave. & Collins Ave. Street Improvements Location Map 1



LEGEND

= RESIDENTIAL 2" GRIND AND REPLACE 2" ARHM OVERLAY PER DETAIL A

= REPLACE CURB RAMP, TYPE PER ADA RAMP TABLE

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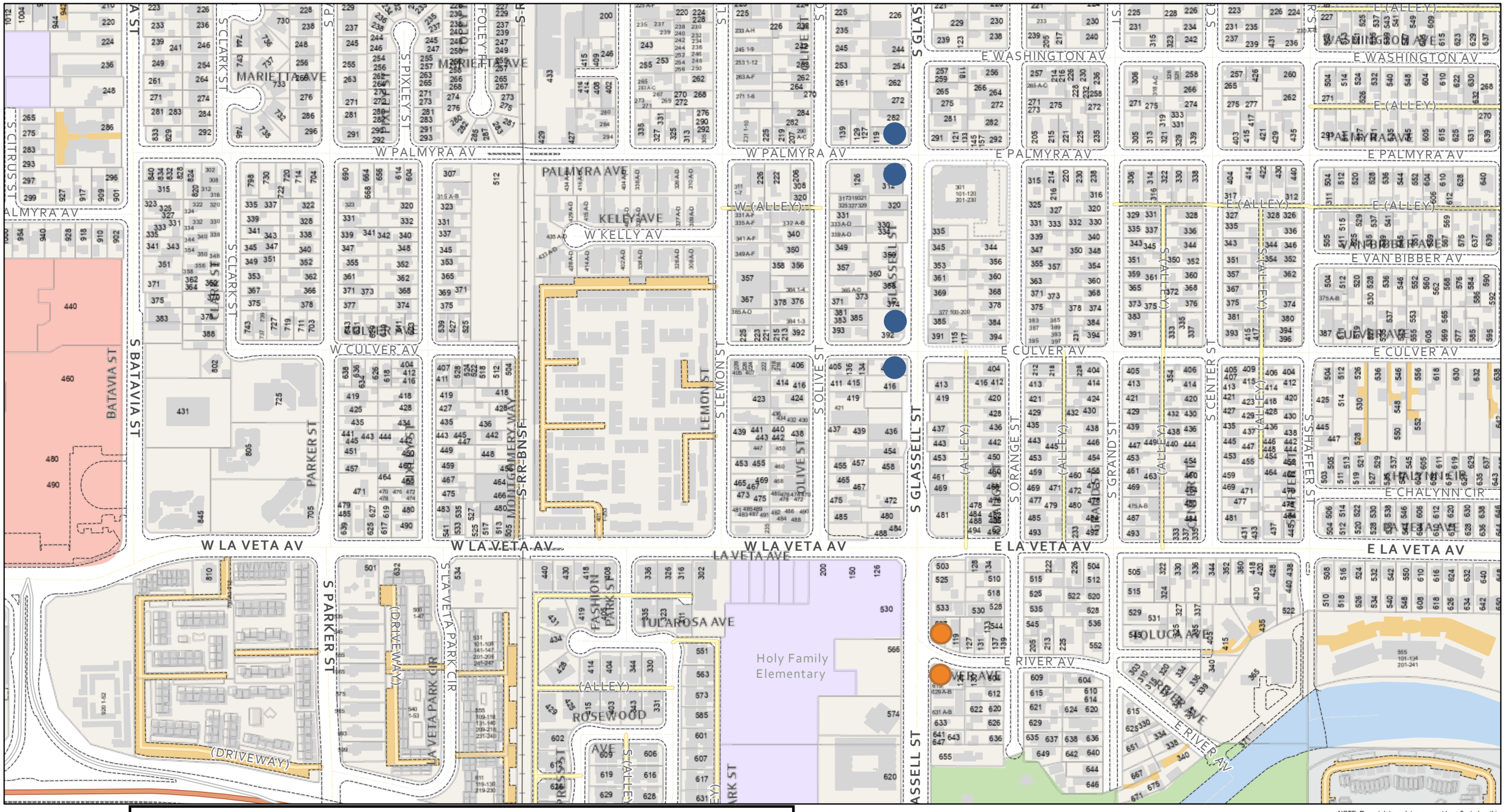
Date Exported: 6/2/2025

Credits: City of Orange (2025)

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

CITY OF ORANGE

Almond Ave. & Collins Ave. Street Improvements Location Map 2



LEGEND

= REPLACE CURB RAMP, TYPE PER ADA RAMP TABLE

= REPLACE RAMP TRUNCATED DOMES ONLY

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

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Date Exported: 3/10/2026

Credits: City of Orange (2026)

CITY OF ORANGE

Almond Ave. & Collins Ave. Street Improvements Location Map 3

Agenda Item

Orange City Council

Item #: 3.13. 4/28/2026 **File #:** 26-0180

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Leslie Hardy, Community and Library Services Director**

1. SUBJECT

Award of Contract to DD Systems, Inc., dba Ace CD, Inc., for construction of the Skatepark at Grijalva Park Project

2. SUMMARY

Award of a construction contract for the installation of a new concrete skatepark facility featuring a custom-designed skate court with bowl, rails, and other riding elements. The scope of work includes installation of area and lighting with supporting electrical infrastructure, a prefabricated restroom building, and creation of paved access routes. Additional improvements include a shaded spectator seating area, enhanced landscaping, and various skatepark amenities.

3. RECOMMENDED ACTION

1. Approve the contract with DD Systems, Inc., dba Ace CD, Inc. in the amount of $2,525,836.50 for construction of the Skatepark at Grijalva Park Project (257012); and authorize the Mayor and City Clerk to execute on behalf of the City.
2. Authorize the appropriation of $1,041,101.00 from the Park Acquisition (Infill) Fund (510) unreserved fund balance to account 510.7201.84101 (257012-80) CIP - Skatepark at Grijalva Project.

4. FISCAL IMPACT

The total expense for this construction contract is $2,525,836.50. The overall project will be funded through Park Acquisition (Infill) (510), Capital Projects (500), and County Park Grants Funds (551), respectively.

Upon approval of this appropriation, the estimated Park Acquisition (510) fund balance at June 30, 2026 will be $6,343,032.00.

5. STRATEGIC PLAN GOALS

Goal 3: Enhance Public Communication Strategy and Quality of Life

Objective 3.7: Continue to offer high quality and efficient city led recreation programs

6. DISCUSSION AND BACKGROUND

At the November 15, 2022 City Council meeting, the City Council directed staff to use $1.75 million in park development fees to build a skatepark at Grijalva Park. As a result, a Capital Improvement

Project (CIP) titled Skatepark at Grijalva was approved for Fiscal Year 2023-24 (FY24). The City contracted with Grindline Skateparks, Inc. (Grindline) to provide architectural and engineering services for design, project plans, cost estimates, and construction documents and construction management for the project. Project elements include:

- Lighted concrete skatepark facility
- Prefabricated restroom facility
- Paved ADA access
- Area/security lighting
- Spectator seating

Public input on design elements was gathered through both a community meeting and a Park Planning and Community Events Commission meeting. Overall, the community indicated they were interested in a well-rounded recreational amenity designed to enhance park activation, support youth engagement, and provide a safe, high-quality destination that integrated both transition and street style skating elements to serve a wide range of users and skill levels. Features include a multi-level bowl with varying depths, hips, extensions, and pool-style coping, as well as a street plaza with stair sets, handrails, flat ledges, manual pads, and bar rails. Additional components such as quarter pipes, banks, and integrated transitions were included to promote continuous flow and maximize usability, as highlighted in the Skatepark Design Rendering (Attachment 1). It should be noted that the requisite environmental review was completed (as a part of the associated Grijalva Master Plan) and included a Mitigated Negative Declaration.

A request for construction bids (RFB No. 25-26.07) was issued in November 2025. The City received 11 bids, as shown in the Bid Abstract Summary (Attachment 2).

The lowest responsive and responsible bid was from DD Systems, Inc. DBA, Ace CD, Inc., (DD Systems) for $1,954,985. Staff verified the qualifications of DD Systems, with references provided for similar projects as the general contractor and received sufficient responses. With respect to skatepark construction, DD Systems identified California Skateparks as a subcontractor. California Skateparks is a Southern California-based, full-service design-build firm with more than 35 years of experience and over 500 skateparks completed worldwide, including numerous municipal public park projects throughout the region. The firm provides comprehensive services including design, engineering, and construction, with a strong emphasis on durable cast-in-place concrete facilities and integration into multi-use public park environments. California Skateparks has extensive experience working with public agencies and is recognized for delivering high-quality, skatepark facilities that can accommodate skaters of all ages, abilities, and skill levels.

In addition, DD Systems identified Public Restroom Company as a subcontractor for the fabrication and installation of the prefabricated restroom. The City has utilized Public Restroom Company for other prefabricated restrooms in the City, including at Yorba and Handy Parks and outside of the El Modena Library.

It should be noted that a low bid was received from FixaCal Electric, whose bid was considered nonresponsive. This bidder submitted a bid that was incomplete, as it only responded to a subset of bid items specific to the project's electrical work. FixaCal Electric, ostensibly a sub-contractor, requested that their bid be withdrawn within an appropriate timeframe as erroneous and unresponsive.

Project Funding

A total of $1,777,426.00 was initially programmed and appropriated for the project based on available funding at the time. Of this amount, $1,750,000.00 in park development fees from the Orange Heights development project were designated for the Skatepark at Grijalva Park and recorded in the Capital Project fund (500). The remaining $27,426.00 was appropriated from the County Park Grants fund (551).

The agreement with Grindline was approved in a not-to-exceed amount of $267,690.50 which included bid support, construction support, and design contingencies. An additional $25,000.00 has been budgeted within the overall project to cover Native American monitoring services (as requested via tribal consultation), as well as administrative and incidental project costs, such as advertising and signage.

The proposed construction contract with DD Systems includes a base bid amount of $1,954,985.00 for the construction of the project. This scope includes concrete work, lighting and electrical, plumbing, irrigation, landscaping, drainage, and demolition.

In addition to the base bid, the contract award includes the additive bid of a prefabricated restroom facility in the amount of $341,230.00. A 10% construction contingency in the amount of $229,621.50 is recommended, based on the combined total of the base bid and additive items.

Accordingly, the total recommended amount is $2,525,836.50 (Attachment 3).

To fully fund the project, an additional appropriation of $1,041,101.00 from the unreserved Park Acquisition (Infill) (510) is required, bringing the project total budget to $2,818,527.00.

7. ATTACHMENTS

- Attachment 1: Skatepark Design Rendering
- Attachment 2: Bid Abstract Summary
- Attachment 3: Contract with DD Systems, Inc. DBA, Ace CD, Inc.

Agenda Item

Orange City Council

Item #: 3.13. 4/28/2026 **File #:** 26-0180

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Leslie Hardy, Community and Library Services Director**

1. SUBJECT

Award of Contract to DD Systems, Inc., DBA Ace CD, Inc., for construction of the Skatepark at Grijalva Park

2. SUMMARY

Award of a construction contract for the installation of a new concrete skatepark facility featuring a custom-designed skate court with bowl, rails, and other riding elements. The scope of work includes installation of area and lighting with supporting electrical infrastructure, a prefabricated restroom building, and creation of paved access routes. Additional improvements include a shaded spectator seating area, enhanced landscaping, and various skatepark amenities.

3. RECOMMENDED ACTION

1. Approve the contract with DD Systems, Inc., DBA Ace CD, Inc. in the amount of $2,525,836.50 for construction of the Skatepark at Grijalva Park project (257012); and authorize the Mayor and City Clerk to execute on behalf of the City.
2. Authorize the appropriation of $1,041,101.00 from the Park Acquisition (Infill) Fund (510) unreserved fund balance to account 510.7201.84101 (257012-80) CIP - Skatepark at Grijalva project.

4. FISCAL IMPACT

The total expense for this construction contract is $2,525,836.50. The overall project will be funded through Park Acquisition (Infill) (510), Capital Projects (500), and County Park Grants Funds (551), respectively.

Upon approval of this appropriation, the estimated Park Acquisition (510) fund balance at June 30, 2026 will be $6,343,032.00.

5. STRATEGIC PLAN GOALS

Goal 3: Enhance Public Communication Strategy and Quality of Life

Objective 3.7: Continue to offer high quality and efficient city led recreation programs

6. DISCUSSION AND BACKGROUND

At the November 15, 2022 City Council meeting, the City Council directed staff to use $1.75 million in park development fees to build a skatepark at Grijalva Park. As a result, a Capital Improvement

Project (CIP) titled Skatepark at Grijalva was approved for Fiscal Year 2023-24 (FY24). The City contracted with Grindline Skateparks, Inc. (Grindline) to provide architectural and engineering services for design, project plans, cost estimates, and construction documents and construction management for the project. Project elements include:

- Lighted concrete skatepark facility
- Prefabricated restroom facility
- Paved ADA access
- Area/security lighting
- Spectator seating

Public input on design elements was gathered through both a community meeting and a Park Planning and Community Events Commission meeting. Overall, the community indicated they were interested in a well-rounded recreational amenity designed to enhance park activation, support youth engagement, and provide a safe, high-quality destination that integrated both transition and street style skating elements to serve a wide range of users and skill levels. Features include a multi-level bowl with varying depths, hips, extensions, and pool-style coping, as well as a street plaza with stair sets, handrails, flat ledges, manual pads, and bar rails. Additional components such as quarter pipes, banks, and integrated transitions were included to promote continuous flow and maximize usability, as highlighted in the Skatepark Design Rendering (Attachment 1). It should be noted that the requisite environmental review was completed (as a part of the associated Grijalva Master Plan) and included a Mitigated Negative Declaration.

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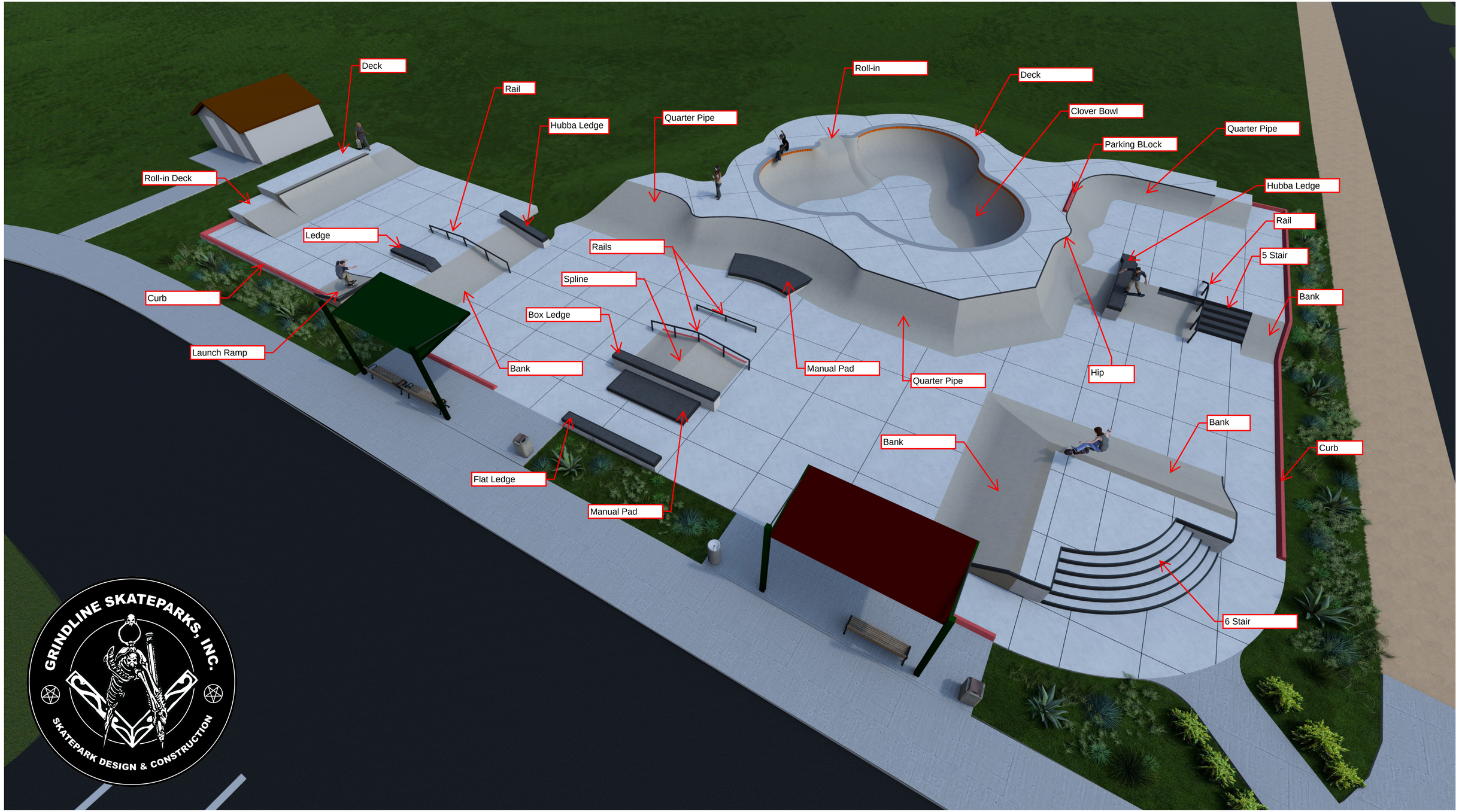
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Grijalva Park Skatepark Concept

Orange, CA

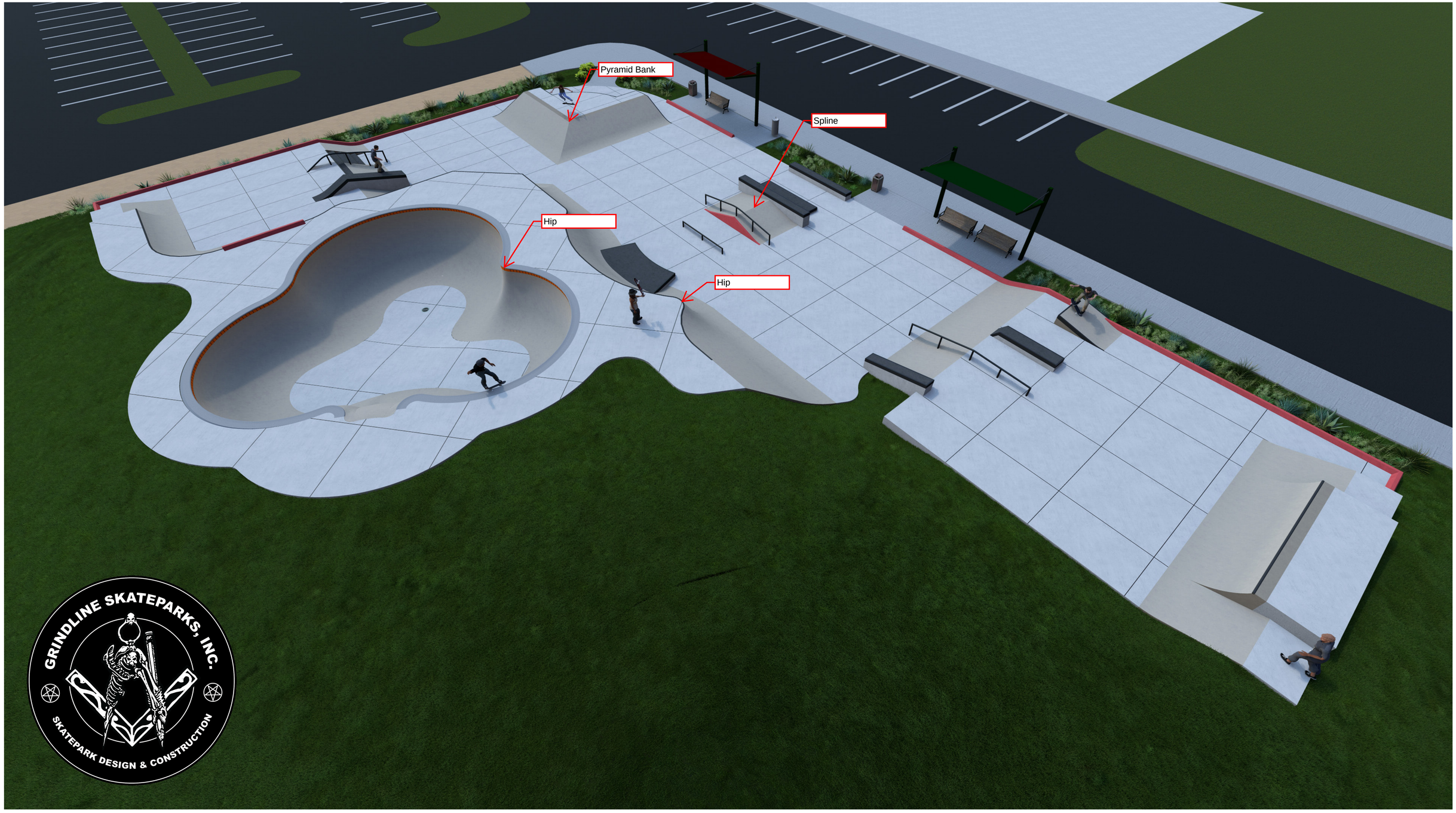
Grijalva Park Skatepark Concept
PC031224 | March 12th, 2024
inform@grindline.com | grindline.com



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Grijalva Park Skatepark Concept

Orange, CA

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PC031224 | March 12th, 2024
inform@grindline.com | grindline.com

Project: Construction of Skatepark at Grijalva Park
BID ABSTRACT SUMMARY
Bid No. : 25-26.07

Dates Advertised: **Nov. 20, 2025 , Nov. 27, 2025**
Bid Due Date: **Thursday, January 8, 2026**

Company Name/Bidder	FixaCal Electric	DD Systems, Inc. (DBA Ace CD, Inc.)	Turn Around Communications, Inc.	Los Angeles Engineering, Inc.	Three Peaks Corp.	Empire Design Build	Shiraz Construction	RCCI, DBA Ramirez	KASA Construction, Inc.	Archico Design Build, Inc.	Newman Midland, Corp.
City (Location of Bidder/Entity)	Irvine, CA	Glendora, CA	Montebello, CA	Covina, CA	Calimesa, CA	Irvine, CA	Sherman Oaks, CA	Azusa, CA	Chino, CA	Santa Ana, CA	Long Beach, CA
Base Bid Amount as Submitted	**$ 507,254.00**	**$ 1,954,985.00**	**$ 2,234,386.00**	**$ 2,237,000.00**	**$ 2,281,000.00**	**$ 2,348,000.00**	**$ 2,486,000.00**	**$ 2,554,300.00**	**$ 3,181,300.00**	**$ 3,337,221.56**	**$ 3,441,921.00**
Add./Alternative Bid Amount	$ -	$ 341,230.00	$ 234,984.00	$ 375,000.00	$ 292,650.00	$ 325,000.00	$ 488,600.00	$ 260,000.00	$ 330,000.00	$ 323,728.80	$ 294,131.00
Notes	**Non-responsive bid. Bid withdrawn.**	**Presumptive Low-Bidder (based upon base bid amount)**									
Total Bid Amount	*$ 507,254.00*	*$ 2,296,215.00*	*$ 2,469,370.00*	*$ 2,612,000.00*	*$ 2,573,650.00*	*$ 2,673,000.00*	*$ 2,974,600.00*	*$ 2,814,300.00*	*$ 3,511,300.00*	*$ 3,660,950.36*	*$ 3,736,052.00*

CONTRACT
[Skatepark at Grijalva Park Construction (Bid No.25-26.07 ; Project 257012)]

THIS CONTRACT (the "Contract") is made and entered into as of _____, 2026 ("Effective Date") by and between the CITY OF ORANGE, a municipal corporation ("City"), and DD SYSTEMS, INC., DBA Ace CD, 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 Skatepark at Grijalva Park, Project 257012 prepared for City by Grindline Skateparks, Inc., approved by the City on DATE and consisting sheets numbered 1 through 43, incorporated herein by this reference the (the "Plans") which is on file with the City's Department of Community & Library Services;

(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 "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;"

(4) The "City of Orange Standard Special Provisions;"

(5) The Standard Plans; and

(6) Request for Bids for Construction of Skatepark at Grijalva Park Construction Document, "Request for Bids (Bid No. 25-26.07)" incorporated herein by this reference the "(RFB)", which is on file with the City's Department of Community & Library Services;

(7) Contractor's Bid Proposal, hereto referred to as "Exhibit A".

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 Community Services Senior Project/Landscape Coordinator, Nathanial Bluhm ("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 Community Services Senior Project/Landscape Coordinator 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 Community Services Senior Project/Landscape Coordinator.

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 Two Hundred (200) 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 TWO HUNDRED NINETY-SIX THOUSAND TWO HUNDRED FIFTEEN DOLLARS and 0/100 ($2,296,215.00) 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 TWO HUNDRED TWENTY-NINE THOUSAND SIX HUNDRED TWENTY-ONE DOLLARS and 50/100 ($229,621.50) 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 FIVE HUNDRED TWENTY-FIVE THOUSAND EIGHT HUNDRED THIRTY-SIX DOLLARS and 50/100 ($2,525,836.50).

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 Community Services Senior Project/Landscape Coordinator 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. **[For contracts approved by the City Council:** 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"	"CITY"
DD Systems, Inc., DBA Ace CD, Inc. 1199 Englewild Dr. Glendora, CA 91741	City of Orange 300 E. Chapman Avenue Orange, CA 92866-1591
Attn: Danny Daher	Attn: Nathaniel Bluhm
Telephone: (626) 852-0257 E-Mail: acecd99@gmail.com	Telephone: (714) 744-5570 E-Mail: nbluhm@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 of the City of Orange

CONTRACT, BONDS AND INSURANCE
APPROVED BY:

ATTEST:

_____
Nathalie Adourian, City Attorney

_____
Pamela Coleman, City Clerk

"CONTRACTOR"

DD SYSTEMS, INC., DBA ACE CD, INC.
a California corporation

[Note: Signature of Chairman of the Board, President or Vice President is required]

By:_____
Printed Name: Dany Daher
Title: President

[Note: Signature of Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer is also required]

By:_____
Printed Name: Dany Daher
Title: Secretary

√

ACKNOWLEDGMENT

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

State of California
County of LOS ANGELES)

On April 6, 2026 before me, SHERRI D. ANGSTER NOTARY PUBLIC
(insert name and title of the officer)

personally appeared Dany Daher,
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.

SHERRI D. ANGSTER
COMM. # 2436368
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
COMM. EXPIRES JAN. 29, 2027

Signature Sherri D Angster (Seal)

"CITY"

CITY OF ORANGE, a municipal corporation

By:_____
Daniel R. Slater
Mayor of the City of Orange

CONTRACT, BONDS AND INSURANCE
APPROVED BY:

_____
Nathalie Adourian, City Attorney

ATTEST:

_____
Pamela Coleman, City Clerk

"CONTRACTOR"

DD SYSTEMS, INC., DBA ACE CD, INC.
a California corporation

[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]

By:_____
Printed Name:_____
Title:_____

√ X

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 1776for 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.

EXHBIT A

Contractors Bid Proposal

[Behind this sheet]

DD Systems, Inc.

Company Name (Bidder)

BID

TO THE CITY COUNCIL OF THE CITY OF ORANGE:

In compliance with the notice inviting bids, plans, specifications and other contract documents for the construction of **Bid No. 25-26.07; Project 257012; SKATEPARK AT GRIJALVA PARK,** the undersigned has carefully examined: the location of the proposed work, character, quality and quantity of work to be performed, conditions to be encountered, materials to be furnished and as to the requirements of the plans, specifications and other contract documents; agrees that submission of a proposal shall be considered prima facie evidence that the bidder has made such examination; and proposes to furnish all labor, materials, tools, and equipment necessary to complete the work in accordance with said plans, specifications and other contract documents at the following unit or lump sum prices set forth in the schedule.

If awarded the contract, the undersigned agrees to commence the work under the contract within **ten (10) days** after the date of issuance by City of Orange of a Notice to Proceed, and complete said work for **Project 257012,** within **200 calendar days** from the first day of commencement of such work unless legal extension is granted in accordance with the terms set forth in the specifications.

The undersigned agrees that the foregoing estimate of quantities of work to be done and materials to be furnished are approximate only, being given as basis for the comparison of bids.

The undersigned agrees that the City will not be held responsible if any of the approximate quantities shown in the foregoing proposal shall be found incorrect and shall not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission or mis-statement shall be discovered in the estimated quantities, it shall not invalidate this contract or release the undersigned from the execution and completion of the whole or part of the work herein specified, in accordance with the specifications and the plans herein mentioned and the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation otherwise than as provided for in this contract.

The undersigned agrees that the City shall have the right to increase or decrease the quantity of any bid item or portion of the work or to omit portions of the work as may be deemed necessary or expedient, and that the payment for incidental items of work not separately provided in the proposal shall be considered included in the price bid for other various items of work.

Accompanying this bid is Bid Bond ($_____)

NOTICE: Insert the words "Cash", "Certified Check", or "Bidder's Bond", as the case may be, in an amount equal to at least 10 percent of the total bid price, payable to the City of Orange to guarantee that the bidder will, if awarded the contract, promptly execute such contract in accordance with the proposal and in the manner and form required by the contract documents, and will furnish good and sufficient bonds for the faithful performance of the same.

The undersigned deposits the above named security as a proposal guaranty and agrees that it shall be forfeited to the City of Orange as liquidated damages in case this proposal is withdrawn by the undersigned and the undersigned shall fail to execute a contract for doing said work and to furnish good and sufficient bonds in the form set forth in the specifications and contract documents of the City, with surety satisfactory to the City within 15 days after the bidder has received written notice of the award of the contract; otherwise, said security shall be returned to the undersigned.

Bidder hereby declares in writing, under penalty of perjury that all employees who will be performing labor, maintenance, delivery, installation or repair, will be those who are legally entitled to live and work in the United States. Further, the bidder as employer agrees to provide documentary proof of such eligibility (when requested by the City or any other authorized entity or agency).

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item. In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

(a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the City of Orange Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise, if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the City of Orange, and that discretion will be carried out in the manner deemed by the City of Orange, to best protect the public interest in the prompt and economical completion of the work. The decision of the City of Orange respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

PROJECT DESCRIPTION:

This project involves the development of a new concrete skatepark facility featuring a custom-designed skate court with bowl, rails, and other riding elements. The scope includes installation of area and court lighting with supporting electrical infrastructure, a new prefabricated restroom building, and creation of paved access routes. Additional improvements include a shaded spectator seating area, enhanced landscaping, and various park amenities to support an engaging and inclusive recreational environment.

GENERAL PROVISIONS:

1. **A mandatory job walk has been scheduled for Tuesday, December 9, 2025, at 2:00 p.m. at: Grijalva at Santiago Creek Park, 368 North Prospect St., Orange, CA 92869.**
2. All work shall be performed in adherence to the City of Orange Public Works Standard Plans and Specifications (available on the City of Orange website at www.cityoforange.org under Public Works Department webpage), the latest edition of the Standard Specifications for Public Works Construction ("Green Book"), and Appendix C, "Technical Specifications" and all amendments thereto.
3. Contractor shall, at all times, carry valid insurance, which meets all City of Orange insurance requirements as outlined below.
4. Contractor shall pay prevailing wages per the current Department of Industrial Relations wage rate (including all scheduled increases) and furnish Certified Payroll Reports for all workdays.
5. All work shall conform to the specifications contained in the Request for Bids and any subsequent documents/agreements.
6. Contractor shall be required to provide a $1,500.00 deposit for use of a City water meter on a City fire hydrant, if required. Contractor shall be charged $2.75/day for water meter rental and shall be responsible for all water charges associated with project. Consumption charges per hundred cubic feet of water at the current City rate shall apply.
7. The contractor is responsible for carrying/acquiring all pertinent licenses/permits for accomplishing this work. Contractors bidding for work on this project must hold an active State of California Contractors License; **A - General Engineering Contractor**. The City will reject the bid as non-responsive if the bidder does not hold the requisite contractor's license at the time of submitting its bid. In addition, each subcontractor listed by the bidder shall possess, at the time of the award and at all times when work is performed, a valid contractor's license for the appropriate classification necessary to perform the work for which that subcontractor is listed. Failure of the bidder to deliver evidence to the City prior to the award of contract for this project that each and every subcontractor listed by the bidder is properly licensed shall constitute a failure to execute the contract and may subject the bidder to all legal penalties imposed by law, including, but not limited to, forfeiture of the security of the bidder.
8. Normal working hours are from **7:00 A.M. to 3:30 P.M.** Working days shall be limited to Monday through Friday, excluding all City observed holidays, and no work will be permitted outside normal working hours except under extraordinary circumstances and with prior approval of the City.
   The Contractor shall not start, operate, move or work on any equipment prior to 7:00 AM.
9. All vehicles used by the contractor are to be identified with door signs (approx. 20" x 16", magnetic sign okay) or equivalent with the company name and phone number. These need to be visible from both sides of said vehicle.
10. Uniforms: All of contractor's employees shall wear appropriate uniforms at all times while on duty. Uniforms must have the contractor's name.
11. All personnel engaged in the performance of this work shall be employees of the contractor and as such shall be warranted to possess sufficient experience and security records to perform this work.
12. Contractor will begin work on the date provided in the Notice to Proceed. Contractor will work on the job at the project site every day, Monday through Friday, until the project is complete. The project shall be completed within **200** calendar days from start of construction.

13. **PAYMENT AND PERFORMANCE BONDS:** The successful bidder shall submit a Faithful Performance Bond to the City Purchasing Officer, 300 East Chapman Avenue, Orange, California 92866. The amount of the bond shall be 100% of the Contract amount and shall be submitted within fifteen (15) days of notice of award. Bond shall be submitted upon Standard AIA forms.

SCOPE OF WORK:

The work generally consists of the construction of a new concrete skatepark facility and associated site improvements. Major work elements include, but are not limited to: demolition; construction survey; mass excavation and haul-off; rough and fine grading; utilities; stormwater management system; drainage; subgrade preparation; concrete construction; metal work; installation of a prefabricated restroom facility; and installation of new lighting, irrigation, landscaping, and various park amenities.

SPECIAL PROVISIONS:

1. Contractor shall maintain public access to all park facilities and amenities, including basketball courts, turf areas, parking lot, access roads, and all walkways, at all times throughout the duration of the project. In the event that temporary closure to any park facility becomes necessary, the contractor shall provide a minimum of 48 hours advance notice to the City and provide/install appropriate signage notifying the public of the duration of the closure.
2. The contractor shall be responsible for providing engineered, structural calculations, details and general notes for shade structure and must be stamped by a licensed Civil/Structural Engineer.
3. The contractor shall be responsible for providing engineered plans, including structural foundation plans and anchorage, details and general notes for prefabricated restroom building and must be stamped by a licensed Civil/Structural Engineer.
4. The contractor shall coordinate with the City representative to establish the installation of a Native American Monitor, prior to commencement of any ground disturbing activity. The City shall be responsible for retaining the Native American Monitor, who will oversee all ground disturbing activities, including but not limited to: demolition, pavement removal, potholing, auguring, grubbing, tree removal, boring, grading, excavation, drilling, and trenching.
5. The Contractor shall provide, install and maintain 6' high chain link barrier fencing with wind screen along the entire perimeter of the work area throughout the duration of the project.
6. The contractor shall be responsible for coordinating with the City representative and Parks Maintenance Supervisor to establish a work schedule with regard to disruption/shut down of any and all utilities and/or water systems. All pre-scheduled shut-down of irrigation systems must be coordinated a minimum of 48 hours in advance of vehicular access to turf areas.
7. The contractor shall be responsible for the repair of any existing site amenities, including but not limited to: building, concrete, landscape, storm drain, signage, supply lines or sprinklers that are damaged during the implementation of this work. Any and all replacement work will be performed to the satisfaction of the City of Orange. Any damages to City or residential property resulting from the contractor's work shall be repaired or replaced at the contractor's expense to the satisfaction of the City of Orange.
8. The contractor shall not use park dumpsters or trash receptacles for construction waste.
9. The contractor shall maintain emergency vehicle access at all times along park access road. Contractor shall install steel plates as needed to maintain access during open trench and potholing operations along access road. Contractor shall provide appropriate traffic control and post appropriate signage directing/redirecting all vehicular and/or pedestrian traffic, per City of Orange standards.
10. The contractor is required to provide and post appropriate signage directing/redirecting any and all pedestrian traffic in appropriate directions, per City of Orange.
11. Bid validity is 180 calendar days from bid opening date.

12. The City of Orange Standard Plans and Specifications ("Orange Book") Section 1-7.1.1 "Award of Contract is hereby revised to read as follows:

The award of contract, if awarded, will be to the lowest responsive bidder whose proposal complies with all requirements of the notice inviting bids and Section 1-6.1.1 and 1-6.1.3 of these Specifications. The City, however, reserves the right to reject any or all bids, and to waive any informality in the bids received. The award of contract, if made, shall be made within ***ONE-HUNDRED EIGHTY (180)*** *days after the opening of bids.*

TIMELINE (APRROXIMATE):

1.	Pre-Bid Job walk (mandatory):	December 9, 2025 at 2:00pm
2.	Deadline for questions:	December 15, 2025 at 2:00pm
3.	Bids due:	January 8, 2026 at 2:00pm
4.	Presentation to City Council:	April 14, 2026
5.	Notice to Proceed:	TBD

BID SUBMISSION:

Provide response to the above Request for Bid on attached Bid Sheet and return all pages of the Request for Bids, including the bid bond, all "information required of bidder" pages and references. Bids must be received on **Thursday, January 8, 2026, by 2:00 PM** via Electronic Bid Submission, or at the City of Orange, City Clerk's Office located at: **300 E. Chapman Ave., Orange, CA 92866**.

OPTION 1:

Electronic Bids may be submitted through the following link at **Electronic Bid Submissions** and must include all required attachments listed in the Request for Bid document.

OPTION 2:

Responses may be sent via U.S. Mail or delivered personally to the office of the City Clerk at the address listed above. **Please provide three copies of bid packets.**

BID PACKETS MUST BE LABELLED APPROPRIATELY:

RFB NO. 25-26.07 – SKATEPARK AT GRIJALVA PARK
Attn: City of Orange, City Clerk's Office

The City reserves the right to reject any and all Bids and any item or items therein, and to waive any non-conformity of Bids with this Request for Bid, whether of a technical or substantive nature, as the interest of the City may require.

REVISED BID SHEET
SKATEPARK AT GRIJALVA PARK
Bid No. 25-26.07

Date of Bid Submission: 1/8/2026

Bidder Name (Company/Entity Submitting Bid): DD Systems, Inc.

Name of Bidders Representative (Person Submitting Bid): Danny Daher

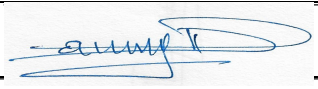
Title of Bidders Representative (Person Submitting Bid): CEO

Address of Entity Submitting Bid: 1199 Englewild Dr. Glendora, CA 91741

Phone Number of Responsible Officer or Employee: 626 523 1141

E-mail Address of Responsible Officer or Employee: acecd99@gmail.com

Printed Name of Responsible Officer or Employee: Danny Daher

Signature of Responsible Officer or Employee: 

Bid Item #	Quantity	Unit	Description	Unit Price	Total Cost
1	1	LS	MOBILIZATION	$	$ 115,800
2	1	LS	TRAFFIC CONTROL	$	$ 5,625
3	1	LS	WATER/POLLUTION CONTROL	$	$ 12,839.69
4	1	LS	SITE DEMOLITION	$	$ 47,500
5	1	LS	GRADING	$	$ 69,885

6	1	LS	SEWER IMPROVEMENTS	$_____	$ 81,250
7	1	LS	WATER SERVICE IMPROVEMENTS	$_____	$ 43,750
8	1	LS	DRAINAGE	$_____	$ 62,500
9	1	LS	ELECTRICAL/ LIGHTING	$_____	$ 281,250
10	1	LS	COPING/EDGING & RAILS	$_____	$ 150,000
11	1	LS	SHOTCRETE & CONCRETE	$_____	$ 750,000
12	1	LS	CONCRETE PAVING	$_____	$ 93,750
13	1	LS	DECOMPOSED GRANITE PATH	$_____	$ 11,875
14	1	LS	SHADE STRUCTURE	$_____	$ 50,000
15	1	LS	BENCHES	$_____	$ 22,500
16	1	LS	TRASH RECEPTACLES	$_____	$ 23,125.00
17	1	LS	IRRIGATION	$_____	$ 93,750
18	1	LS	LANDSCAPE	$_____	$ 39,585.31
			Base Bid Sub-Total:		$ 1,954,985

BASE BID TOTAL NUMERICAL BID AMOUNT: $ 1,954,985

BASE BID TOTAL BID AMOUNT WRITTEN IN WORDS:

One million nine hundred fifty four thousands nine hundred eighty five dollars and zero cents

The stated bid amount below constitutes the total dollar amount to perform the work described in the scope of services to include all that is required to provide the work product and/or install all materials required to complete the work to a professional workmanship standard, and to install and apply all materials per all project specifications and recommendations. Amount in written words prevails over numerical bid amount noted.

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. Contractor represents that it is experienced in performing the work and will follow professional standards in performance of the work. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices.

The basis of comparison to determine the low bid is the Base Bid Total Bid Amount.

ADDITIVE/ALTERNATIVE BID ITEMS ON FOLLOWING PAGE

ADDITIVE Bid Item #	Quantity	Unit	Description	Unit Price	Total Cost
A-1	1	LS	RESTROOM	$	$ 293,730
A-2	1	LS	RESTROOM PAD	$	$ 47,500

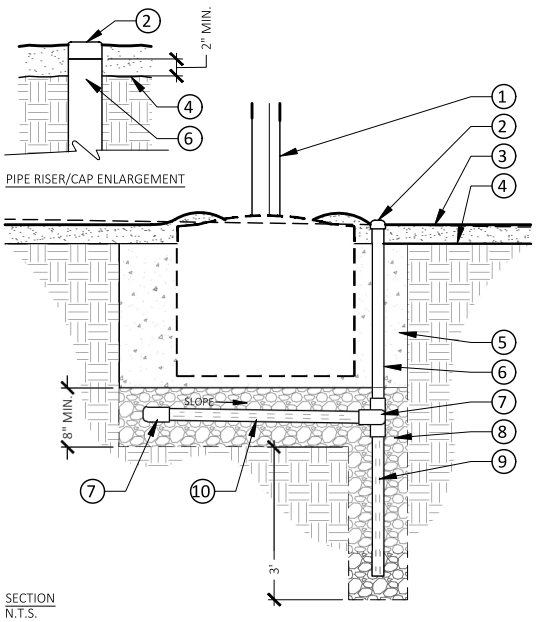
Additive/Alternate Bid Sub-Total (Items A-1 and A-2): $ 341,230

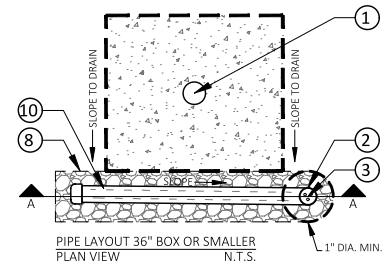
ADDITIVE/ALTERNATE BID TOTAL NUMERICAL BID AMOUNT:

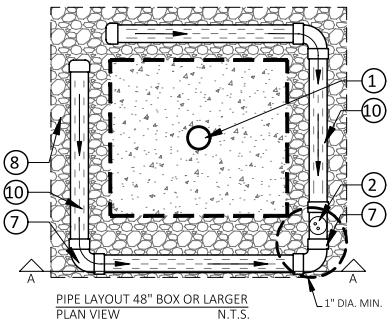
$ 341,230

ADDITIVE/ALTERNATE BID TOTAL AMOUNT WRITTEN IN WORDS:

Three hundred forty one thousands two hundred thirty dollars and zero cents.







DETAIL NOTES:

1. PROPOSED TREE
2. PVC DRAIN GRATE OR END CAP. DRILL (3) 1/2" HOLES INTO CAP AS SHOWN INSTALL CAP 2" ABOVE FINISH GRADE
3. EXISTING SLOPE; INSTALL TRENCH AND PERFORATED PIPE/ AUGURED SUMP AT LOW SIDE OF ROOTBALL BASED ON EXISTING SLOPE
4. FINISHED GRADE
5. AMENDED OR NATIVE BACKFILL PER SEPARATE DETAIL
6. 3" DIAMETER PERFORATED PVC DRAIN AT LOW SIDE OF ROOTBALL PIT FOR 36" BOX TREE OR SMALLER; WRAP DRAIN LINE WITH NON WOVEN FILTER FABRIC SOCK/ WRAP; SLOPE DRAIN LINE AROUND ROOTBALL INTO AUGERED SUMP AS SHOWN
7. 4" SCH. 40 PVC FITTING, CONNECT TO PVC ELBOW, PERFORATED DRAIN LINE AND VERTICAL RISER WITH CAP
8. 8"-12" DEEP (FROM BOTTOM OF ROOTBALL) SUMP PIT WITH A PERFORATED DRAIN LINE WRAPPED IN NON WOVEN FABRIC SOCK AND 3/4" CRUSHED, LOOSE GRAVEL FILL AS SHOWN
9. 3" DIAMETER VERTICAL RISER: TRANSITION TO SLOPED PERFORATED PVC SUMP DRAIN LINE BELOW AS SHOWN; INSTALL ON THE ROOTBALL'S LOWEST SIDE
10. 3" DIAMETER (FOR 36"-48" BOX SIZE AND PALMS) AND 4" DIAMETER (FOR 72" AND LARGER) PERFORATED PVC DRAIN WRAPPED AROUND ROOTBALL - WRAP DRAIN LINE WITH NON WOVEN FILTER FABRIC SHOCK/WRAP; SLOPE DRAIN LINE AROUND ROOTBALL INTO VERTICAL RISER AUGERED SUMP AS SHOWN

GENERAL NOTES:

- ONLY REQUIRED PER GEOTECHNICAL REPORT FOR ADDITIONAL PERCOLATION RATE/ SOIL DRAINAGE REQUIREMENTS OR IF ON SITE TESTS FAIL.
- REFER TO PLANTING PLAN FOR TREE LOCATIONS AND SEPARATE TREE PLANTING DETAIL ON THIS SHEET.
- CONTRACTOR TO MONITOR AND DRAIN AS NEEDED THROUGHOUT ESTABLISHED.

Tree Rootball Drainage & Aeration

SCALE: N.T.S.

INFORMATION REQUIRED OF BIDDER

The bidder is required to supply the following information. Additional sheets may be attached if necessary.

1) State the Contractor's License Class: A, and the number of consecutive years holding said license in the State of California: 26.

2) List three (3) reference projects you have completed as the prime contractor which are similar to the project that is the subject of this invitation to bid. Listed projects should be similar in construction type and/or method, size with respect to area or volume, and contract dollar amount. Listed projects/experience must have been completed within the past five (5) years of submitting this bid. Note - these three projects may be in addition to the skatepark specific projects required in the supplemental bidder qualifications "Section 6.C." below:

	CONTRACT AMOUNT	CLASS OF WORK	DATE COMPLETED	NAME & CONTACT INFORMATION OF OWNER
A.	1.8 Million	A	June 2025	City of Temple City Hani Nasr 626-719-8587
B.	1.3 Million	A	April 2024	City of Glendora Maliha Ansari 626-914-8294
C.	800 Thousands	a	Feb. 2023	City of Diamond Bar Ryan Wright 90-861-3117

3) For the projects listed above, please give a description of the scope of work performed by you as the prime contractor:

A. Park themed as the moon surface, with Rocket, Rovers and other play equipment, shades and lighting. Drainage system, walkways, landscape irrigation.

B. Playground complete with parking lot, lighting, walkways and landscape irrigation.

C. Hiking trail with gabion walls, steps, signage, furnisings, railiong, steps and DG passways.

4) If requested by the City of Orange, the Bidder shall furnish a notarized financial statement, financial data, or other information and references sufficiently comprehensive to permit an appraisal of his current financial conditions.

5) Bidder shall signify receipt of all Addenda here, if any. (NOTE: Any verbal instructions given to bidder inquiries in the form of addenda will be acknowledged by the bidders on written addenda available at the place of the bid opening 30 minutes prior to the bid opening.)

6) Supplemental Bidder Qualifications information (**Note – Bidders shall submit required information from this section, including all of the below, as a component of bid to be considered**):

A. Skatepark Contractor (or Subcontractor) Experience: Skateparks are not considered standard concrete flatwork; they require unique shapes, such as concave and convex features, and the sculptural blending of compound radius curves. All must be completed with precision for the skate facility to function properly.

B. To be considered a qualified Skatepark Contractor (or Subcontractor), the Bidder shall provide documentation establishing that the Skatepark Contractor (or Subcontractor) has satisfied the experience requirements listed below:

I. Installation of storm drainage system components integral to skatepark elements including setting storm drain grates, frames and basins.

II. Shaping of earthwork to specified radius.

III. Experience creating cast in place concave and convex shaped concrete elements containing compound radius curves.

IV. Experience in application of vertical and horizontal shotcrete work, including horizontal and vertical radius transitions, formed concrete, grinding rails, and associated concrete reinforcement as needed.

V. Experience with installation of steel coping edges, smooth flowing seamless transition areas, and smooth trowel concrete finish work.

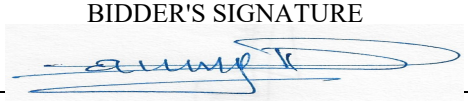
VI. Experience with layout, fabrication, and construction of the steel coping and other skatepark specific edge treatments.

VII. Installation of skatepark concrete flatwork between bowled areas.

C. CURRENT SKATEPARK PROJECT EXPERIENCE
Bidders must provide a list of concrete skatepark construction projects that are *completed or are* in progress by your Organization.

D. PROJECT INFORMATION REQUIRED – Bidder must provide all information requested including the name, location, owner, address, size, percent of completion, designer, scope of work and a description of the projects.

E. PROJECT PHOTO REQUIRED – Please provide at least one (1) photo of each completed construction.

ADDENDUM	DATE RECEIVED	BIDDER'S SIGNATURE
1	12/18/2025	

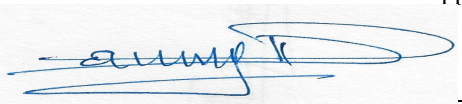
LIST OF SUBCONTRACTS

A. ☐ The undersigned intends to subcontract a portion of this project to the following subcontracts (Note: Refer to Section 1-6.2 of the Standard Specifications and Section 4100 through 4113 of the California Contract Code for SUBCONTRACT DISCLOSURE REQUIREMENTS.

NAME OF SUBCONTRACTOR AND ADDRESS	LICENSE NO. / DIR REG NUMBER	BID ITEM NUMBER(s)	PERCENT OF BID ITEM SUBBED	CHECK IF SPECIALTY IS SUBBED	DESCRIBE WORK WHEN LESS THAN 100% OF WORK IS SUBBED	$ AMOUNT BASED ON BID AMOUNT
Public Restroom Company 2587 Business Parkway, Minden NV 89423	822966 1000005303	Additive A-1	11%	✓	Install of prefabricated Restroom Including material costs.	$ 234,984.00
California Skatepark 273 N. Benson Ave. Upland CA 91786	962150 1000016308	10, 11	38%	✓	Skate Park, Railing & Coping	$720,000.00
J&A Structures 1499 Pomona Rd. Corona, CA 92882	1042551 1000999658	12	4%		Concrete Paving	$50,000.00
RW Electrical Construction 936 Danton Dr; Glendora, CA 91741	907232 1000980697	9	11%		Electrical	235,000.00

B. ☐ The undersigned DOES NOT INTEND to subcontract any portion of this project.

NOTE: The bidder shall check Box A or B as applicable. If the bidder does not check either box, it will be deemed that he has checked Box B.



Signature of the Bidder

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ___ , has not ✓ been convicted

within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:
Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No ✓

If the answer is yes, explain the circumstances in the following space.

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Noncollusion Affidavit

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY OF ORANGE – DEPARTMENT OF COMMUNITY SERVICES

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

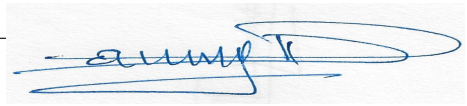
The undersigned bidder hereby represents as follows:

That no Councilman, officer, agent, or employee of the City of Orange, is personally interested, directly or indirectly, in the Contract, or the compensation to be paid hereunder:

That this bid is made without connection with any person, firm or corporation making a bid for the same work, and is in all respects fair, and without collusion or fraud.

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: 1/8/2026



Sign Here

CEO

Signature and Title of Bidder

(If an individual, so state. If a firm or co-partnership, state the firm name and give the names of all individual co-partners composing the firm. If a corporation, state legal name of corporation, also names of President, Secretary, Treasurer and Manager thereof).

NAME OF BIDDER DD Systems, Inc.

BUSINESS P.O. BOX 1199 Englewild Dr.

CITY, STATE, ZIP Glendora, CA 91741

BUSINESS STREET ADDRESS Same as above

(Please include even if P.O. Box is used)

CITY, STATE, ZIP _____

PLACE OF BUSINESS (Include City & State) _____

PLACE OF RESIDENCE (Include City & State) _____

TELEPHONE NO.( ) 626 852 0257 FAX NO.( ) 626 852 0258

EMAIL ADDRESS acecd99@gmail.com

Licensed in accordance with an Act providing for the registration of Contractors.

LICENSE NUMBER 847907 LICENSE CLASS A, B, C27, D34

DIR NUMBER 1000019148 DUNS NUMBER _____

Bond No. N/A

CALIFORNIA PUBLIC WORKS
PROPOSAL OR BID BOND

TO WHOM IT MAY CONCERN:

WE, D D Systems Inc DBA Ace CD Inc **(CONTRACTOR)** as Principal, and Developers Surety and Indemnity Company **(SURETY),** a Corporation organized and existing under the laws of the State of California and authorized to transact business in the State of California, as Surety, are held and firmly bound unto the **CITY OF ORANGE,** hereinafter called the Obligee, for the penal sum of **Ten Percent (10%) of the Amount of the Bid** as described herein and we each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by this Proposal/Bid Bond.

WHEREAS, the Principal is herewith submitting a proposal (bid) for

Bid No. 25-26.07; Project 257012; SKATEPARK AT GRIJALVA PARK

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the Principal shall be awarded the contract, and the Principal does within the period specified therefor, or, if no period be specified, within ten (10) days after the notice of such award, enter into a contract and give bond or bonds as specified in the bidding or contract documents with good and sufficient surety of adequate financial size category rating acceptable to the Obligee for the faithful performance of the contract and for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation shall be null and void. Otherwise the Principal and the Surety will pay to the Obligee the difference in money between the amount of the bid of the Principal and the amount for which the Obligee may legally contract with another party to perform the work if the latter amount be in excess of the former. In no event shall the liability hereunder exceed the penal sum hereof.

SIGNED AND SEALED this 9th day of December, 20 25.

D D Systems Inc DBA Ace CD Inc
CONTRACTOR

BY: _____
SECRETARY/TREASURER

BY: _____
PRESIDENT/VICE PRESIDENT

Developers Surety and Indemnity Company
NAME OF SURETY

BY: _____
Rebecca Haas-Bates, **ATTORNEY-IN-FACT**

NOTARY ACKNOWLEDGEMENTS ATTACHED

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

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

State of California)
County of Orange)

On 12/09/2025 before me, A. Lamontagne, Notary Public,
Date *Here Insert Name and Title of the Officer*

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

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

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

WITNESS my hand and official seal.

A. LAMONTAGNE
Notary Public - California
Orange County
Commission # 2514271
My Comm. Expires Mar 13, 2029

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bid Bond Document Date: 12/09/2025
Number of Pages: One(1) Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☑ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: Developers Surety and Indemnity Company

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

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POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

William Syrkin, Richard Adiar and Rebecca Haas-Bates, of Irvine, CA

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective 11/18/2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this August 7, 2024.

By: Sam Zaza

Printed Name: Sam Zaza

Title: President, Surety Underwriting

COREPOINTE INSURANCE COMPANY CORPORATE SEAL DELAWARE

DEVELOPERS SURETY AND INDEMNITY COMPANY INCORPORATED 1936 CALIFORNIA

ACKNOWLEDGEMENT:

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 this 7 day of August, 2024, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

HOANG-QUYEN P. PHAM
Notary Public - California
Orange County
Commission # 2432970
My Comm. Expires Dec 31, 2026

CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this August 2, 2024.

By: DocuSigned by: Janie Clark 876B6D3E22364A8... Janie Clark, Assistant Secretary

Docusign Envelope ID: 5AB920B9-227B-46CB-BD53-C0E3A05A3E46

Ed. 0824

Signed and sealed this 9th day of December, 2025.

Project: Skatepark at Grijalva Park (Orange, CA)

SKATEPARK PROJECT EXPERIENCE

COMPLETED PROJECTS (listing 10 projects, but can provide more upon request)

#1 Name: Jacksonville Art Walk Riverside Skatepark
Location: Jacksonville, FL
Owner: City of Jacksonville
Contact: Jill Enz JEnz@coj.net
Address : 715 Riverside Ave, Jacksonville, FL
Size: 35,895 SF
Completed: March 2024
Designer: California Skatepark
Scope Of Work: Design/Build
Description Of the Project: California Skateparks construction team's quality of work and attention to detail was the driving force behind making this intricate design a reality. From the immense amount of metal work, complex layout, large overhanging art features, and bright concrete / metal color work the level of craftsmanship had to be top notch. With the combination of California Skateparks' build quality and innovative design, the Jacksonville Art Walk Skatepark has become one of Florida's most contemporary and iconic skatepark projects.



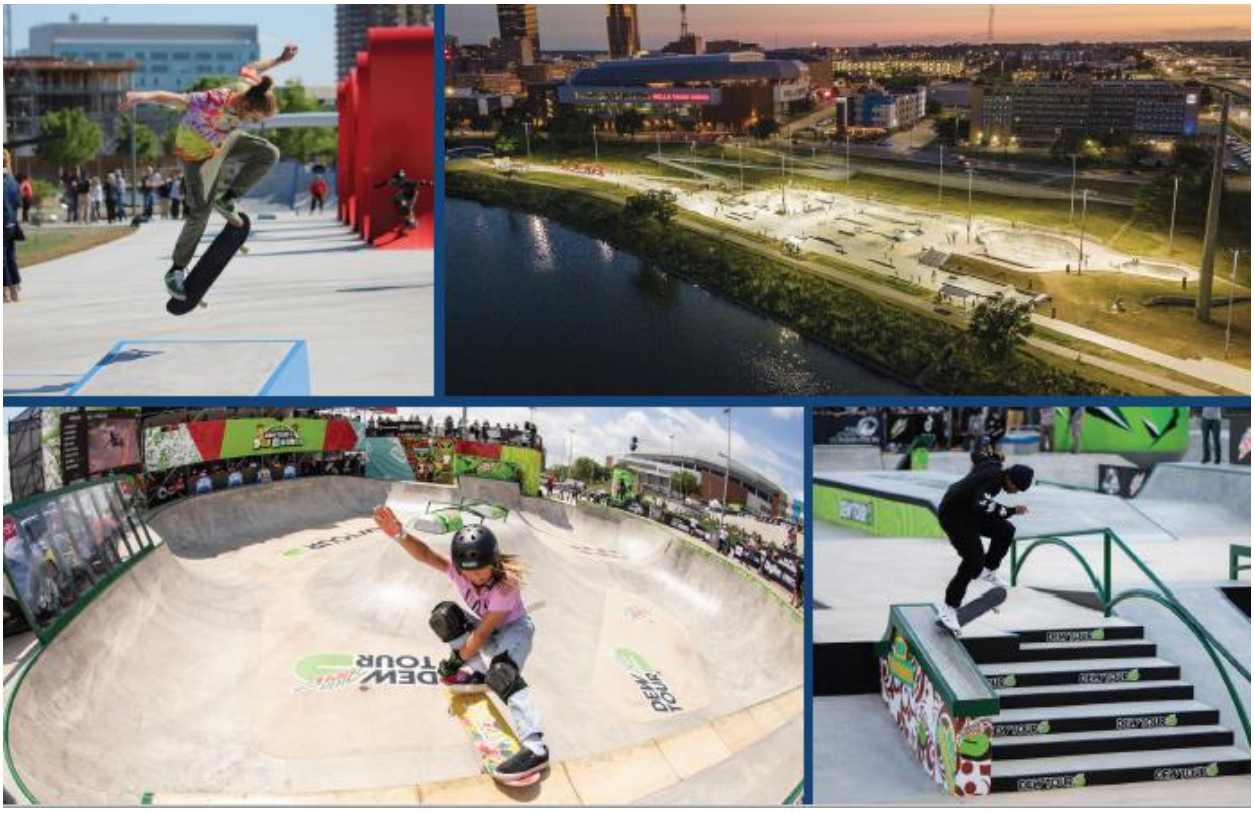
#2 Name: Tuttle Skatepark
Location: Columbus, OH
Owner City of Columbus, OH
Contact: Kelly Messer KNMesser@columbus.gov
Address: 204 W. Oakland Ave. Columbus, OH
Size: 12,000 SF
Completed: November 2021
Designer: California Skateparks
Scope Of Work: Design/ Build
Description Of the Project: The Tuttle Skatepark presents both transition and street-oriented elements. The combination of these two styles of features creates a hybrid skatepark that appeals to athletes of differing disciplines. By creatively blending these two riding surfaces together, California Skateparks was able to successfully address the diverse needs of the Columbus action-sports community.



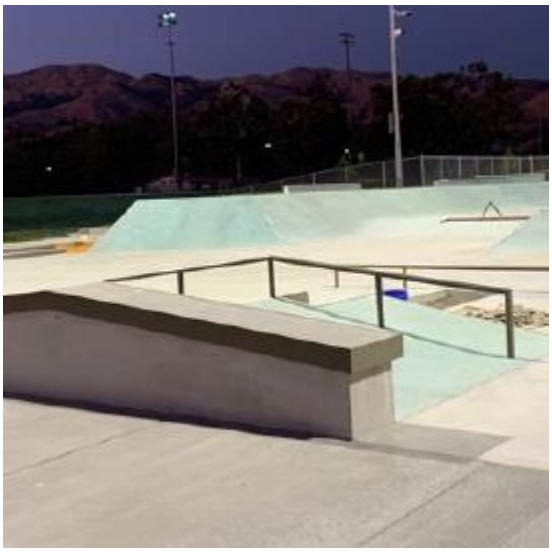
#3 Name: Silver Comet Linear
Location: Powder Springs, GA
Owner: City of Powder Springs, GA
Contact: Chad Kastner ckastner@croyeng.com
Address: 1301 Richard D. Sailors Pkwy, Powder Springs, GA
Size: 22,00 SF
Completed: October 2023
Designer: California Skateparks
Scope Of Work : Design/ Build
Description Of the Project: As one of California Skateparks' most recently opened legacy skateparks, the 22,600 square foot Silver Comet Linear Park Skatepark features the first World Skate certified street and park courses in the United States! The street course is a mirror design with a range of feature heights that allows for equal opportunity for all athlete stances, styles, and skill levels. Although the park course may not have a mirrored layout, the varying features found within the bowl are mirrored and strategically positioned to maximize equal opportunity and flow for all skaters. Both the street and park courses are tied together with a bright colorway and intricate metal detailing.



#4 Name: Lauridsen Skatepark
Location: Des Moines, Iowa
Owner: Polk County, Des Moines, Iowa
Contact: Bob Rice / (515) 286-3705 robert.rice@polkcountyiowa.gov
Address: 901 2nd Avenue, Des Moines, Iowa 50309
Size: 88,200 SF
Completed: May 2021
Designer: California Skateparks
Scope Of Work : Design/Build
Description Of the Project: The Lauridsen Skatepark features a competition street course, competition park course, backyard pool, snake run, flow bowl, kid zone, skate promenade, and a skate-able art installation that spells out “WOW”. With the combination of all these areas, there is no shortage of elements for any action sport athlete. In addition, the park features sports lighting, spectator viewing areas, pedestrian walkways, restrooms, hydration stations, and skateboard themed signage. The Lauridsen Skatepark, and all of its elements, has already revolutionized the way the public views skateparks and the action sports that use these kinds of facilities.



#5 Name: Milpitas Skatepark
Location: Milpitas, CA
Owner: City of Milpitas
Contact: Julie Waldron jwaldron@ci.milpitas.ca.gov
Address: 1325 E. Calaveras Blvd Milpitas CA 95035
Size: 12,000 SF
Completed: June 2020
Designer: Verde Valley Inc.
Scope Of Work : Specialty Skatepark Construction
Description Of the Project: Milpitas Skatepark is a thoughtfully designed, all-wheel friendly facility that balances street course elements with transition bowls—perfect for community use, casual carving, and events.





#6 Name: Upcountry Maui / Pukalani Community Skatepark
Location: Maui, Hawaii
Owner: County of Maui Dept. of Parks and Rec.
Contact: Samual Marvel samual.marvel@co.maui.hi.us
Address: 91 Pukalani St Makawao HI 96768
Size: 13,800 SF
Completed: September 2018
Designer: California Skateparks
Scope Of Work: Design/Build
Description Of the Project: Pukalani Community Skatepark provides a clean, well-designed, and scenic place to skate Upcountry Maui. Its mix of flow features, street elements, and community support make it a favorite on the island. Multi-level layout includes: Flow zones with transitions and bowls, Half-pipe and quarter-pipe, Rails, ledges, ramps, stair sets, and street-style obstacles



#7 Name: Linda Vista Skatepark
Location: San Diego, CA
Owner: City of San Diego
Contact: Rosa Riego / (619) 533-3426
Address: 6893 Osler Street, San Diego, CA 92111
Size: 35,500 SF
Completed: January 2018
Designer: California Skateparks
Scope Of Work : Design / Build
Description Of the Project: Linda Vista Skatepark features a massive street plaza, a snaking ditch run, a flow bowl, a backyard bowl, a competition sized vert bowl, and a transition snake run featuring a signature full-pipe. It is one of the most, if not the most, progressive and recognizable skateparks in the world. The Linda Vista Skatepark achieves this not only because of the aforementioned list of elements, but also because it takes full advantage of the natural landscape in which it sits.



#8 Name: El Sereno Skatepark
Location: Los Angeles, CA
Owner: City of Los Angeles,
Contact: Craig Raines / (213) 928-9052 craig.raines@lacity.org
Address: 4721 Klamath Street Los Angeles, CA 90032
Size 12,000 SF
Completed: August 2018
Designer: California Skateparks
Scope Of Work: Specialty Skatepark Construction
Description Of the Project: El Sereno Skatepark offers local skaters and action sport athletes with a state-of-the-art skate plaza that features street inspired obstacles. These obstacles include a variety of stair sets, handrails, ledges, curbs, and banks. The City of Los Angeles wanted this park to be a place where individuals of all ages and skill levels could practice their craft safely and productively. The skatepark also offers lights, which allows these athletes to freely skate and ride at their convenience.



#9 Name: Newark Skatepark
Location: Newark, CA
Owner: City of Newark
Contact: Jayson Imai / (510) 578-4589
Address: 6800 Mowry Ave Newark CA 94560
Size 12,000 SF
Completed: September 2019
Designer: Wormhoudt inc.
Scope Of Work : Specialty Skatepark Construction
Description Of the Project: California Skatepark provided specialty skatepark construction for this poured in place concrete park. The skatepark features hubbas, stair sets, manual pads, hips, rails, stair sets, blocks, flat to banks, large bowl and flow section.





#10 Name: Gathering Place for Tulsa
Location: Tulsa Oklahoma
Owner: Gathering Place for Tulsa
Contact: Christopher Gates / (718) 243-2044 cgates@mvvainc.com
Address: 2650 S. John Williams Way E, Tulsa, OK 74114, USA
Size: 48,700 SF
Completed: September 2018
Designer: California Skateparks
Scope Of Work: Design / Build
Description Of the Project: The Gathering Place Skatepark and Pump track provides the local community with a fun environment for action sport enthusiasts of all ages and skill levels. California Skateparks designed and built this unique concrete facility in order to compliment the many other family friendly amenities present throughout Gathering Place. Two concrete pump tracks, multiple street plazas, a backyard pool, and an iconic snake run were all added to provide a variety of terrain for beginners and experts alike. Gathering Place Skatepark has quickly become known as a “must go” for families in search of alternative outdoor activities.



CURRENT SKATEPARK PROJECTS UNDER CONSTRUCTION

#1 - Project Name: Westacre Park
Location: West Sacramento, CA
Owner: City of West Sacramento
Contact: Philip Pizzo (President /GC: Abide Builders) / (916) 375-1009
Size: 14,500 SF
Percent Complete: 98%
Design Consultant: Spohn Ranch Skateparks
Scope & Description:
The park improvements include on-site parking, walking loop enhancements, fitness labyrinth, playground with shade structure, spray park, skate park with pump track, basketball courts, pickleball courts, soccer fields, and demolition of existing park features, along with other amenities.

#2 - Project Name: Tracy Multi-Generational Recreation Center
Location: Tracy, CA
Owner: City of Tracy
Contact: Edgar Tinoco (Project manager/GC: Roebbelen Contracting Inc.) / (916) 768-1356
Size: 13,300 SF
Percent Complete: 98%
Design Consultant: New Line Skateparks
Scope & Description:
The Project consists of demolition of the existing El Pescadero Park.
The Project will include the development of a two-story 61,300 SF square foot Multi-Generational Recreation Center and associate site/park improvements

#3 - Project Name: Mira Mesa Park
Location: San Diego, CA
Owner: City of San Diego
Contact: Brian Chen (Project manager/GC: PCL Construction Inc.) / (858) 657-3416
Size: 19,000 SF
Percent Complete: 83%
Design Consultant: Schmidt Design Group
Scope & Description:
Construction of aquatic center, community and pool equipment buildings, pools, splash pad, hardscape, landscape, parking, playground, electrical lighting and skatepark.

#4 - Project Name: Dolores Huertas Park
Location: Fresno, CA
Owner: City of Fresno
Contact: Scott Mendonca (Project manager/GC: American Paving Co.) / (559) 570-2686
Size: 7,300 SF
Percent Complete: 30%
Design Consultant: Community Works Design Group
Scope & Description:
The Project involves the development of a neighborhood park on approximately 4.5 acres of vacant land. Improvements include a multi-use field, covered stage, playgrounds, a water play area, restrooms, picnic shelters, a rubberized jogging track, a dog park, multi-use courts for tennis, basketball, futsal, and pickleball, and an exercise area.

#5 - Project Name: Community Center Park Phase 1
Location: Lincoln, CA
Owner: City of Lincoln
Contact: David Owen (Project manager/GC: Imagecon) / (916) 846-6755
Size: 16,500 SF
Percent Complete: 0%
Design Consultant: Grindline Skateparks Inc.
Scope & Description:
The Project involves the demolition of existing vegetation, removal of existing improvement & utilities, grading, new drainage and hardscape improvement and construction of a new skatepark.

Agenda Item

Orange City Council

Item #: 3.14. 4/28/2026 **File #:** 26-0182

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Leslie Hardy, Community and Library Services Director**

1. SUBJECT

Award of Contract to Skilled Fence Builder, Inc. for the Olive Park Ballfield Netting Replacement Project; and finding of California Environmental Quality Act (CEQA) exemption

2. SUMMARY

Award of contract, Bid No. 25-26.08, to replace safety netting and provide new structural supports as necessary in several locations throughout Olive Park to prevent baseballs from landing in adjacent private properties along the perimeter of the park and to protect spectators and park users.

3. RECOMMENDED ACTION

1. Approve the contract with Skilled Fence Builder, Inc. in the amount of $68,530 for the Olive Park Ballfield Netting Replacement Project 257031; and authorize the Mayor and City Clerk to execute on behalf of the City.
2. Find that the proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines 15332 (In-Fill Development).

4. FISCAL IMPACT

The expense for this contract is $68,530.00 and will be funded through Park Acquisition (Infill) (510):

510.7201.84101.257031 - CIP - Building and Improvements

5. STRATEGIC PLAN GOALS

Goal 3: Enhance Public Communication Strategy and Quality of Life

Objective 3.7: Continue to offer high quality and efficient city led recreation programs

6. DISCUSSION AND BACKGROUND

Olive Park is home to youth baseball programs and includes several ball fields that are adjacent to homes. The existing ballfield netting in certain areas has deteriorated, resulting in increased safety concerns related to fly and foul balls. Additionally, several mature trees that previously served as a natural buffer between the fields and residences became diseased over time and were subsequently removed, further reducing protective barriers.

The Olive Park Netting Replacement project (257031) was approved as a part of the Fiscal Year

2024-25 (FY25) Capital Improvement Project Plan (CIP) and will replace the safety netting to prevent baseballs from landing in adjacent properties, as well as to protect spectators and park users. The scope of work consists of replacing existing steel poles, concrete footings, and black nylon safety netting with new materials that match the current installations in size and function, along with restoring the surrounding area to City standards.

A request for bids (RFB No. 25-26.08) was issued in October 2025. The City received five bids:

1. Skilled Fence Builder, Inc., San Bernardino, CA	$62,300.00
2. J&A Engineering dba J&A Fence, Azusa, CA	$63,300.00
3. Golden West Fence, Nuevo, CA	$93,530.40
4. Judge Netting, Inc., Garden Grove, CA	$109,210.00
5. Armor Fence Concepts, Laguna Hills, CA	$175,806.50

The lowest responsive and responsible bid received was from Skilled Fence Builder, Inc., (Skilled Fence). Staff verified the qualifications of the vendor with references provided for similar projects and received positive responses. The total amount for this proposed contract is $68,530.00, which includes the base bid amount and a 10% contingency of $6,230.00. Sufficient funding has been allocated within the project budget to accommodate the recommendations outlined in this report, as the original project was budgeted at $200,000. Upon completion of the project, any remaining funds will return to the Park Acquisition (510) fund.

Work start date and completion will be contingent upon weather conditions and will involve coordination with the youth baseball groups that utilize Olive Park fields. Information regarding field closures during construction will be shared on social media, at the park site, and with the City's youth sports organizations. Therefore, staff is recommending Council approve an award of a contract to Skilled Fence.

7. ENVIRONMENTAL REVIEW

The proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines Section 15332 (In-Fill Development) because the project only involves partial restoration of the current park. No exceptions to categorical exemptions outlined in CEQA Guidelines Section 15332 apply to the proposed project. No public review is required.

8. ATTACHMENTS

- Contract with Skilled Fence Builder, Inc.

Agenda Item

Orange City Council

Item #: 3.14. 4/28/2026 **File #:** 26-0182

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Leslie Hardy, Community and Library Services Director**

1. SUBJECT

Award of Contract to Skilled Fence Builder, Inc. for the Olive Park Ballfield Netting; and finding of California Environmental Quality Act (CEQA) exemption (Bid No. 25-26.08)

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8. ATTACHMENTS

- Contract with Skilled Fence Builder, Inc.

CONTRACT
[Olive Park Ballfield Netting (Bid No. 25-26.08; Project 257031]

THIS CONTRACT (the "Contract") is made and entered into as of _____, 2026 ("Effective Date") by and between the CITY OF ORANGE, a municipal corporation ("City"), and SKILLED FENCE BUILDER 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, here to referred as Exhibit A & B for Olive Park Ballfield Netting Project 257031 prepared by the City**,** 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 "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;"

(4) The "City of Orange Standard Special Provisions;"

(5) The Standard Plans; and

(6) Contractor's Bid Proposal, which is on file with City's Department of Community and Library Services.

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 Community and Library Services 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 Community and Library Services Director, City's Senior Project Landscape Coordinator, Nathan Bluhm ("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 forty-five (45) 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 SIXTY-TWO THOUSAND THREE HUNDRED DOLLARS and 00/100 ($62,300.00) 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 SIX THOUSAND TWO HUNDRED THIRTY DOLLARS and 00/100 ($6,230.00) 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 SIXTY-EIGHT THOUSAND FIVE HUNDRED THIRTY DOLLARS and 00/100 ($68,530.00).

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"	"CITY"
Skilled Fence Builder Inc 3705 Canyon Terrace Dr. San Bernardino, CA 92407	City of Orange 300 E. Chapman Avenue Orange, CA 92866-1591
Attn: William D. Escalante	Attn: Nathan Bluhm
Telephone: 909-561-2760 E-Mail: williamsfbco@gmail.com	Telephone: 714-532-6491 E-Mail: nbluhm@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 electronically 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 of the City of Orange

CONTRACT, BONDS AND INSURANCE
APPROVED BY:

_____
Nathalie Adourian, City Attorney

ATTEST:

_____
Pamela Coleman, City Clerk

"CONTRACTOR"

SKILLED FENCE BUILDER INC,
a California corporation

By: _____
Printed Name: William Escalante
Title: Chairman of Board.

[Note: Signature of Chairman of the Board, President or Vice President is required]

By: _____
Printed Name: William Escalante
Title: Treasurer

[Note: Signature of Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer is also required]

√

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 San Bernardino)

On April 8, 2026 before me, Cari Solano, Notary Public
(insert name and title of the officer)

personally appeared William Escalante,
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.

CARI SOLANO
COMM. #2523780
NOTARY PUBLIC - CALIFORNIA
SAN BERNARDINO COUNTY
My Comm. Expires June 19, 2029

WITNESS my hand and official seal.

Signature _____ (Seal)

"CITY"

CITY OF ORANGE, a municipal corporation

By:_____
Daniel R. Slater
Mayor of the City of Orange

CONTRACT, BONDS AND INSURANCE
APPROVED BY:

_____
Nathalie Adourian, City Attorney

ATTEST:

_____
Pamela Coleman, City Clerk

"CONTRACTOR"

SKILLED FENCE BUILDER INC,
a California corporation

[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]

By:_____
Printed Name:_____
Title:_____

√ X

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 1776for 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.

EXHIBIT "A"

BID AND SCOPE OF SERVICES

[Beneath this sheet.]

CITY OF ORANGE

COMMUNITY SERVICES DEPARTMENT www.cityoforange.org PHONE: (714) 744-7274 • FAX: (714) 744-7251

ADDENDUM No.1

Bid No. 25-26.08; Project 257031
Olive Park Ballfield Netting

November 20, 2025

This addendum serves as written notice of the following corrections, clarifications, additions and/or deletions to any and all copies of the Request for Bid No. 25-26.08

I. GENERAL

1. **Additional scope and materials required for Section 3 of Exhibit A -Project Location Map:** On the Project Location Map (Exhibit A), Section 3 of the table calls for approximately 1500 sf of netting to connect to existing backstop and dugout. Per the on-site discussion during the job walk, bids should include the following amended and added scope: Temporary removal of existing chain link fencing and gates, sawcut and remove minimum concrete as necessary to Demo and remove 4 (total) existing steel poles at existing gate locations in each dugout – 2 poles at first base side dugout and 2 poles at 3rd base side dugout. Install 4 (total) 20' above-ground, Sch. 40 steel poles to match existing dugout pole diameter and repair concrete to existing conditions. Install cable and approximately 3000 SF (total) of netting to connect to existing back stop along each side of the field. Footings for new poles will require approval from City engineer. For bidding purposes, footings for new poles shall be 2' wide by 5' deep, with 4' pole embedment depth.
2. **Amended Bid Sheet:** A new amended and revised Bid Sheet provided (pages A-3 & A-4 of Addendum) to include the added Section 3 of Exhibit A scope requirements and required to be used for bid submission.

II. REQUESTS FOR CLARIFICATION (Q & A)

	Request for Clarification
1	**Request: Does the installation of netting in section 1 of Exhibit A require new cable?**
	Response: Yes, netting installation should include new cable
2	**Request: Will plywood support be required for vehicular access on turf?**

	Response: Yes, plywood will be required as support under vehicles and equipment on turf.
3	**Request: Will temporary fencing be required to secure lift/equipment?**
	Response: No, lift truck can be parked overnight in park parking lot. If needed over the weekend, lift truck can be parked in park overflow parking lot.

Respectfully Submitted,

Nathan Bluhm
Senior Project/Landscape Coordinator
Nbluhm@cityoforange.org
714-744-5570

Skilled Fence Builder. Inc. /

REVISED BID SHEET
OLIVE PARK BALLFIELD NETTING
Bid No. 25-26.08
NOTE: Please refer to **Exhibit A - Project Location Map**

Date of Bid Submission: December 4, 2025.
Bidder Name (Company/Entity Submitting Bid): Skilled Fence Builder Inc.
Name of Bidder's Representative (Person Submitting Bid): William D. Escalante.
Title of Bidder's Representative (Person Submitting Bid): Owner | CEO
Address of Entity Submitting Bid: 3705 Canyon Terrace Dr.
San Bernardino CA. 92407.

Phone Number of Responsible Officer or Employee: 909-561-2760
E-mail Address of Responsible Officer or Employee: williamsfbco@gmail.com
Printed Name of Responsible Officer or Employee: William D. Escalante
Signature of Responsible Officer or Employee:

Base Bid Item #	Unit	Qty	Description	Unit Price	Total
1	LF	750	Installation of new cable and netting on existing poles (section 1 of location map).	$ 35.00 per LF	$ 26,250.00
2	LF	350	Installation of new cable and netting on existing poles (section 2 of location map).	$ 55.00 per LF	$ 19,250.00
3	LS	1	Demo existing, install new poles, cable and netting, and repair concrete at 2 dugouts and backstop per scope as described on Addendum #1 (section 3).	$ 15,500.00 per LS	$ 15,500.00
4	EA	2	Install 3" Diameter, 20' high (from existing grade), Sch. 40 steel pole with concrete footing.	$ 650.00 EA	$ 1,300.00

The stated bid amount below constitutes the total dollar amount to furnish all labor, materials, tools, and equipment necessary to complete the scope of work/services as presented in this Request for Bids document to a professional workmanship standard, and in accordance with any project plans, specifications, and/or other contract documents.

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. Contractor represents that it is experienced in performing the work and will follow professional standards in performance of the work. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices.

TOTAL BID AMOUNT: $ 62,300.00

TOTAL BID AMOUNT WRITTEN IN WORDS:

Sixty two thousand three Hundred Dollars.

Skilled Fence Builder Inc.

Company Name (Bidder)

BID

TO THE CITY COUNCIL OF THE CITY OF ORANGE:

In compliance with the notice inviting bids, plans, specifications and other contract documents for the construction of **Bid No.25-26.08; Project 257031; OLIVE PARK BALLFIELD NETTING,** the undersigned has carefully examined: the location of the proposed work, character, quality and quantity of work to be performed, conditions to be encountered, materials to be furnished and as to the requirements of the plans, specifications and other contract documents; agrees that submission of a proposal shall be considered prima facie evidence that the bidder has made such examination; and proposes to furnish all labor, materials, tools, and equipment necessary to complete the work in accordance with said plans, specifications and other contract documents at the following unit or lump sum prices set forth in the schedule.

If awarded the contract, the undersigned agrees to commence the work under the contract within **ten (10) days** after the date of issuance by City of Orange of a Notice to Proceed, and complete said work for **Project 257031,** within **45 calendar days** from the first day of commencement of such work unless legal extension is granted in accordance with the terms set forth in the specifications.

The undersigned agrees that the foregoing estimate of quantities of work to be done and materials to be furnished are approximate only, being given as basis for the comparison of bids.

The undersigned agrees that the City will not be held responsible if any of the approximate quantities shown in the foregoing proposal shall be found incorrect and shall not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission or mis-statement shall be discovered in the estimated quantities, it shall not invalidate this contract or release the undersigned from the execution and completion of the whole or part of the work herein specified, in accordance with the specifications and the plans herein mentioned and the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation otherwise than as provided for in this contract.

The undersigned agrees that the City shall have the right to increase or decrease the quantity of any bid item or portion of the work or to omit portions of the work as may be deemed necessary or expedient, and that the payment for incidental items of work not separately provided in the proposal shall be considered included in the price bid for other various items of work.

Accompanying this bid is Bidder's Bond ($ 1,000,000.00)

NOTICE: Insert the words "Cash", "Certified Check", or "Bidder's Bond", as the case may be, in an amount equal to at least 10 percent of the total bid price, payable to the City of Orange to guarantee that the bidder will, if awarded the contract, promptly execute such contract in accordance with the proposal and in the manner and form required by the contract documents, and will furnish good and sufficient bonds for the faithful performance of the same.

The undersigned deposits the above named security as a proposal guaranty and agrees that it shall be forfeited to the City of Orange as liquidated damages in case this proposal is withdrawn by the undersigned and the undersigned shall fail to execute a contract for doing said work and to furnish good and sufficient bonds in the form set forth in the specifications and contract documents of the City, with surety satisfactory to the City within 15 days after the bidder has received written notice of the award of the contract; otherwise, said security shall be returned to the undersigned.

INFORMATION REQUIRED OF BIDDER

The bidder is required to supply the following information. Additional sheets may be attached if necessary.

1) State the Contractor's License Class: C-13, and the number of consecutive years holding said license in the State of California: 2.

2) List three (3) reference projects you have completed as the prime contractor which are similar to the project that is the subject of this invitation to bid. Listed projects should be similar in construction type and/or method, size with respect to area or volume, and contract dollar amount. Listed projects/experience must have been completed within the past five (5) years of submitting this bid:

	CONTRACT AMOUNT	CLASS OF WORK	DATE COMPLETED	NAME & CONTACT INFORMATION OF OWNER
1.	$49,565.00	Fence & Netting	2/14/2024	Pat Queenen (760)238-8162
2.	$74,280.00	Fence & Netting	5/25/2024	Pat Queenen (760)238-8162
3.	$49,928.00	Fence & Netting	11/10/2025.	Bill Hofman (909)314-3317

3) For the projects you have described above, please give a description of the scope of work performed by you as the prime contractor:

1. Installation of soccer field perimeter fence with 16' High netting above. new Fence.
2. Demolition of existing Basketball court Fencing. Installation of new post and perimeter soccer field Fence with angled post. installation of 20' High netting around perimeter fence.
3. Installation of Fencing & netting at Alpine zoo. Built enclosures for big cat leopards with chainlink and netting above.

4) If requested by the City of Orange, the Bidder shall furnish a notarized financial statement, financial data, or other information and references sufficiently comprehensive to permit an appraisal of his current financial conditions.

5) Bidder shall signify receipt of all Addenda here, if any. (NOTE: Any verbal instructions given to bidder inquiries in the form of addenda will be acknowledged by the bidders on written addenda available at the place of the bid opening 30 minutes prior to the bid opening.)

ADDENDUM	DATE RECEIVED	BIDDER'S SIGNATURE
NO. 1	11/20/2025.	

LIST OF SUBCONTRACTS

A. ☐ The undersigned intends to subcontract a portion of this project to the following subcontracts (Note: Refer to Section 1-6.2 of the Standard Specifications and Section 4100 through 4113 of the California Contract Code for SUBCONTRACT DISCLOSURE REQUIREMENTS.

NAME OF SUBCONTRACTOR AND ADDRESS	LICENSE NO. / DIR REG NUMBER	BID ITEM NUMBER(s)	PERCENT OF BID ITEM SUBBED	CHECK IF SPECIALTY IS SUBBED	DESCRIBE WORK WHEN LESS THAN 100% OF WORK IS SUBBED	$ AMOUNT BASED ON BID AMOUNT
						$

B. ☒ The undersigned DOES NOT INTEND to subcontract any portion of this project.

NOTE: The bidder shall check Box A or B as applicable. If the bidder does not check either box, it will be deemed that he has checked Box B.

Signature of the Bidder

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ___ , has not ✓ been convicted

within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:
Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes ____ No ✓

If the answer is yes, explain the circumstances in the following space.

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Noncollusion Affidavit

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY OF ORANGE – DEPARTMENT OF COMMUNITY SERVICES

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

The undersigned bidder hereby represents as follows:

That no Councilman, officer, agent, or employee of the City of Orange, is personally interested, directly or indirectly, in the Contract, or the compensation to be paid hereunder:

That this bid is made without connection with any person, firm or corporation making a bid for the same work, and is in all respects fair, and without collusion or fraud.

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: 12/3/2025.

Sign Here

William D. Escalante.

Owner/CEO

Signature and Title of Bidder

(If an individual, so state. If a firm or co-partnership, state the firm name and give the names of all individual co-partners composing the firm. If a corporation, state legal name of corporation, also names of President, Secretary, Treasurer and Manager thereof).

NAME OF BIDDER Skilled Fence Builder Inc.

BUSINESS P.O. BOX _____

CITY, STATE, ZIP _____

BUSINESS STREET ADDRESS 3705 Canyon Terrace Dr.

CITY, STATE, ZIP San Bernardino CA. 92407. (Please include even if P.O. Box is used)

PLACE OF BUSINESS (Include City & State) San Bernardino CA.

PLACE OF RESIDENCE (Include City & State) San Bernardino CA.

TELEPHONE NO.(909) 561-2760 FAX NO.( ) _____

EMAIL ADDRESS williamsfbco@gmail.com

Licensed in accordance with an Act providing for the registration of Contractors.

LICENSE NUMBER 1131667. LICENSE CLASS C-13 Fencing

DIR NUMBER 2000013424 DUNS NUMBER 13-709-3628

Bond No. 73772977

CALIFORNIA PUBLIC WORKS
PROPOSAL OR BID BOND

TO WHOM IT MAY CONCERN:

WE, Skilled Fence Builder Inc **(CONTRACTOR)** as Principal, and WESTERN SURETY COMPANY **(SURETY),** a Corporation organized and existing under the laws of the State of South Dakota and authorized to transact business in the State of California, as Surety, are held and firmly bound unto the **CITY OF ORANGE,** hereinafter called the Obligee, for the penal sum of **Ten Percent (10%) of the Amount of the Bid** as described herein and we each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by this Proposal/Bid Bond.

WHEREAS, the Principal is herewith submitting a proposal (bid) for

Bid No.25-26.08; Project 257031; OLIVE PARK BALLFIELD NETTING

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the Principal shall be awarded the contract, and the Principal does within the period specified therefor, or, if no period be specified, within ten (10) days after the notice of such award, enter into a contract and give bond or bonds as specified in the bidding or contract documents with good and sufficient surety of adequate financial size category rating acceptable to the Obligee for the faithful performance of the contract and for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation shall be null and void. Otherwise the Principal and the Surety will pay to the Obligee the difference in money between the amount of the bid of the Principal and the amount for which the Obligee may legally contract with another party to perform the work if the latter amount be in excess of the former. In no event shall the liability hereunder exceed the penal sum hereof.

SIGNED AND SEALED this 4th day of December, 20 25.

Skilled Fence Builder Inc	WESTERN SURETY COMPANY
CONTRACTOR	**NAME OF SURETY**
BY: _____	BY: _____ C. Bendt, Ass't Sec.
SECRETARY/TREASURER	**ATTORNEY-IN-FACT**
BY: _____	
PRESIDENT/VICE PRESIDENT	

NOTARY ACKNOWLEDGEMENTS ATTACHED

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 4th day of December, 2025, before me, a Notary Public in and for said County, personally appeared C. Bendt, Assistant Secretary personally known to me, who being by me duly sworn, did say that he/she is the aforesaid officer of WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the said instrument was signed, sealed and executed on behalf of said corporation by authority of its Board of Directors, and further acknowledge that the said instrument and the execution thereof to be the voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

My commission expires:

J. GORDON
SEAL NOTARY PUBLIC SEAL
SOUTH DAKOTA

My Commission Expires May 27, 2029

J. Gordon
Notary Public

Form F11692-11-2020

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 73772977

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint C. Bendt

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Skilled Fence Builder Inc

Obligee: CITY OF ORANGE

Amount: $1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 73772977 is not issued on or before midnight of March 4th, 2026, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 4th day of December, 2025.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

STATE OF SOUTH DAKOTA } ss
COUNTY OF MINNEHAHA }

On this 4th day of December, in the year 2025, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

S. GREEN
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

Notary Public - South Dakota

My Commission Expires February 12, 2027

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 4th day of December, 2025.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F5306-5-2023

EXHIBIT "B"

PROJECT LOCATION MAP

[Beneath this sheet.]



OLIVE PARK
PROJECT LOCATION MAP

GENERAL NOTES

1. Locations for fence sections shown on map are approximate. Contractor to confirm exact locations on-site with Landscape Coordinator prior to installation.
2. Contractor shall coordinate with parks supervisor for irrigation and utility line locations prior to any excavation.
3. Contractor shall be responsible for the repair of any existing site amenities to the satisfaction of the City of Orange
4. Contractor shall maintain public access to all park facilities and amenities at all times throughout the duration of the project.
5. Contractor shall maintain the job site in a safe, secure and clean state at all times throughout the duration of the project. There shall be no holes or trenches left open overnight, and all work areas shall be left neat and swept clean at the end of each workday.

SECTION	
1	APPROX: 750 LF OF 10' HIGH NETTING ON 20' HIGH 3" DIA. POLES
2	APPROX: 350 LF OF 30' HIGH NETTING ON EXISTING POLES
3	APPROX: 1500 SF NETTING TO CONNECT TO EXISTING BACKSTOP AND DUGOUT

Agenda Item

Orange City Council

Item #: 3.15. 4/28/2026 **File #:** 26-0199

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

THRU: **Jarad Hildenbrand, City Manager**

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

1. SUBJECT

First Amendment to Contract with Diversified Thermal Services, LLC for mechanical services and preventative maintenance of heating, ventilation, and air conditioning equipment at various City buildings and parks

2. SUMMARY

On March 12, 2024, the City executed a five-year contract with Diversified Thermal Services, LLC to deliver mechanical services and preventive maintenance of heating, ventilation, and air conditioning equipment across City buildings and parks (Bid No. 23-24.22). The initial three-year contract value of $608,144 is nearly exhausted, driven by preventive maintenance obligations and emergency repairs. To address this, the proposed First Amendment increases the contract amount by $239,594, bringing the total contract amount to $871,697.

3. RECOMMENDED ACTION

Approve the First Amendment with Diversified Thermal Services, LLC in the amount of $239,594 for preventive maintenance of heating, ventilation, and air conditioning equipment across City buildings and parks; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

The expense for this First Amendment is $239,594 and will be funded through General Fund (100):
100-5601-56101 Repair/Maint Services - Equip

5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology
Goal 3: Enhance Public Communication Strategy and Quality of Life

6. DISCUSSION AND BACKGROUND

The City entered into a five-year contract with Diversified Thermal Services LLC on March 12, 2024, to provide preventative maintenance and repair services for HVAC systems across City facilities and parks. The initial two-year contract authority of $608,144 is now nearly exhausted due to a combination of ongoing maintenance requirements and unanticipated major repairs to aging equipment.

To date, approximately $46,200 in additional repair work has been performed beyond routine

maintenance to address critical HVAC system failures at multiple City facilities. These repairs were necessary to maintain operational continuity and extend the life of existing equipment.

Given the age and condition of City HVAC infrastructure, staff anticipate similar unforeseen repair needs will continue. Therefore, staff is requesting additional contract authority for both:

- Reconcile costs already incurred for necessary repairs ($46,200),
- Provide funding for annual standard preventive maintenance ($51,794), and
- Provide funding for anticipated repair needs through June 30, 2027 ($141,600)

The proposed First Amendment increases the contract amount by $239,594, bringing the revised not-to-exceed amount to $871,697.

Approval of this amendment will ensure the continuity of HVAC maintenance and repair services across City facilities and avoid service disruptions caused by contract capacity constraints.

7. ATTACHMENTS

- First Amendment

Agenda Item

Orange City Council

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3. RECOMMENDED ACTION

Approve the First Amendment with Diversified Thermal Services, LLC in the amount of $239,594 for preventive maintenance of heating, ventilation and air conditioning equipment across City buildings and parks; and authorize the Mayor and City-Clerk to execute on behalf of the City.

4. FISCAL IMPACT

The expense for this First Amendment is $239,594 and will be funded through General Fund (100):
100-5601-56101 Repair/Maint Services - Equip

5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology
Goal 3: Enhance Public Communication Strategy and Quality of Life

6. DISCUSSION AND BACKGROUND

The City entered into a five-year contract with Diversified Thermal Services LLC on March 12, 2024, to provide preventative maintenance and repair services for HVAC systems across City facilities and parks. The initial two-year contract authority of $608,144 is now nearly exhausted due to a combination of ongoing maintenance requirements and unanticipated major repairs to aging equipment.

To date, approximately $46,200 in additional repair work has been performed beyond routine

maintenance to address critical HVAC system failures at multiple City facilities. These repairs were necessary to maintain operational continuity and extend the life of existing equipment.

Given the age and condition of City HVAC infrastructure, staff anticipate similar unforeseen repair needs will continue. Therefore, staff is requesting additional contract authority for both:

- Reconcile costs already incurred for necessary repairs ($46,200),
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The proposed First Amendment increases the contract amount by $239,594, bringing the revised not-to-exceed amount to $871,697.

Approval of this amendment will ensure the continuity of HVAC maintenance and repair services across City facilities and avoid service disruptions caused by contract capacity constraints.

7. ATTACHMENTS

- First Amendment

FIRST AMENDMENT
TO
CONTRACT
[Mechanical Services and Preventative Maintenance of Heating, Ventilation, and Air Conditioning (HVAC) Equipment at Various City Buildings and Parks (Bid No.23-24.22; SP-4277)]

THIS FIRST AMENDMENT TO CONTRACT (the "First Amendment to Contract") is made and entered into as of _____, 2026 ("Effective Date") by and between the CITY OF ORANGE, a municipal corporation ("City"), and DIVERSIFIED THERMAL SERVICES, LLC, a California limited liability company ("Contractor"), with reference to the following.

A. City and Contractor entered into a Contract (Agreement No. AGR-7659) dated as of March 12, 2024, which is incorporated herein by this reference (the "Original Contract"); and

B. City and Contractor desire to amend supplement certain portions of the Original Contract by increasing the compensation to include a 10% contingency.

NOW, THEREFORE, the parties hereby agree as follows:

Section 1. **Defined Terms.** Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Contract.

Section 2. **Cross-References.** City and Contractor agree that all references in this First Amendment are deemed and construed to refer to the Original Contract, as implemented by this First Amendment.

Section 3. **Compensation**. Article 3 of the Original Contract is hereby amended to increase the total not-to-exceed compensation for the services to be rendered by TWO HUNDRED THIRTY-NINE THOUSAND FIVE HUNDRED NINETY-FOUR DOLLARS and 00/100 ($239,594.00), and Sections 3.a and 3.c are hereby amended in their entirety to read as follows:

> "a. Contractor agrees to receive and accept an amount not to exceed SEVEN HUNDRED NINETY-TWO THOUSAND FOUR HUNDRED FIFTY-TWO DOLLARS and 00/100 ($792,452.00), 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."

"**c.** The total amount of compensation under this Contract, including contingencies, shall not exceed EIGHT HUNDRED SEVENTY-ONE THOUSAND SIX HUNDRED NINETY-SEVEN DOLLARS and 00/100 ($871,697.00).

Section 4. **Integration**. This First Amendment amends, as set forth herein, the Original Contract and, except as specifically amended hereby, the Original Contract shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this First Amendment and the terms and provisions of the Original Contract, the terms and provisions of this First Amendment shall control and govern the rights and obligations of the parties.

IN WITNESS of this Contract, the parties enter into this Contract on the year and day first above written.

"CONTRACTOR"

DIVERSIFIED THERMAL SERVICES, LLC, a California limited liability company

*By: _____
Printed Name: CRAIG STEINMETZ
Title: PRESIDENT

*By: _____
Printed Name: STEVEN STEINMETZ
Title: CHIEF OPERATING OFFICER

"CITY"

CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater, Mayor

ATTEST:

_____
Pamela Coleman, City Clerk

APPROVED AS TO FORM:

_____
Nathalie Adourian, City Attorney

*__NOTE:__ ***If CONTRACTOR is a corporation, the City requires the following signature(s):***

-- ***(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 the City.***

√ X

"c. The total amount of compensation under this Contract, including contingencies, shall not exceed EIGHT HUNDRED SEVENTY-ONE THOUSAND SIX HUNDRED NINETY-SEVEN DOLLARS and 00/100 ($871,697.00).

Section 4. **Integration**. This First Amendment amends, as set forth herein, the Original Contract and, except as specifically amended hereby, the Original Contract shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this First Amendment and the terms and provisions of the Original Contract, the terms and provisions of this First Amendment shall control and govern the rights and obligations of the parties.

IN WITNESS of this Contract, the parties enter into this Contract on the year and day first above written.

"CONTRACTOR"	"CITY"
DIVERSIFIED THERMAL SERVICES, LLC, a California limited liability company	CITY OF ORANGE, a municipal corporation
*By:_____ Printed Name:_____ Title:_____	By:_____ Daniel R. Slater, Mayor
*By: _____ Printed Name: _____ Title: _____	ATTEST: _____ Pamela Coleman, City Clerk
	APPROVED AS TO FORM: _____ Nathalie Adourian, City Attorney

NOTE:** ***If CONTRACTOR is a corporation, the City requires the following signature(s):

-- ***(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***

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√ X

Agenda Item

Orange City Council

Item #: 3.16. 4/28/2026 **File #:** 26-0200

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 Owen Walstead LLC, a California limited liability company, dba U.S. Door, Inc. for Replacement of Rolling Garage Doors at Fire Station 7 and Corp Yard

2. SUMMARY

Bids for the Replacement of the Rolling Garage Doors at Fire Station 7 and Corp Yard (SP-4321) were received and opened on February 12, 2026 (Bid No. 25-26.12). Three bidders responded to the notice inviting bids. The selected responsible bidder is Owen Walstead LLC, a California limited liability company, dba U.S. Door, Inc. in the amount of $394,884.

3. RECOMMENDED ACTION

Approve the contract with Owen Walstead LLC, a California limited liability company, dba U.S. Door, Inc. in the amount of $394,884 representing the original amount of $358,985, plus a 10% contingency of $35,899 for Replacement of Rolling Garage Doors at Fire Station 7 and Corp Yard; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

The expense for this agreement is $394,884 and will be funded through Prop 172 (400) and General Fund (100) respectively:

400-5601-80101-265096	Fire Station Apparatus Bay Doors	$374,220.00
100-5601-56999-	City Facility Improvements	$20,664.00

5. STRATEGIC PLAN GOALS

Goal 1: Maintain Strong Emergency and Safety Services
Goal 2: Enhance Economic Development and Achieve Fiscal Sustainability

6. DISCUSSION AND BACKGROUND

The City Council authorized the advertisement for bids on January 13, 2026. The project was publicly advertised for three weeks, and bids were opened on February 12, 2026. Three bids were received, and they are as follows:

1. Estate Design and Construction - $338,700

2. Owen Walstead LLC, dba U.S. Door, Inc. - $358,985

3. National Garage Door - $386,750

Estate Design and Construction was the low bidder. Staff found the firm non-responsive and non-responsible after conducting reference checks and evaluating qualifications. Staff identified a lack of comparable project experience, negative reference feedback regarding project delays, and inconsistencies in project value reporting. These concerns highlighted issues of transparency and reliability. Following Public Contract Code Section 20162, award of contracts to the lowest responsive and responsible bidder, the bidder must demonstrate the necessary experience, skill, and integrity for this work.

The next lowest bidder, Owen Walstead LLC, dba U.S. Door, Inc., was determined to be responsive and responsible, with demonstrated experience in similar work and satisfactory references.

Staff recommends awarding the contract to Owen Walstead LLC, dba U.S. Door, Inc., in the amount of $358,985, plus a 10% contingency of $35,899, for a total contract amount of $394,884.

This project will replace six garage bay doors at Fire Station 7 and one non-operable door at the Corporation Yard Fleet Building. The improvements will enhance operational reliability, reduce maintenance needs, and support uninterrupted emergency and public works services.

Construction is anticipated to begin in May 2026 and be completed by June 2026.

7. ATTACHMENTS

- Bid Abstract
- Contract with Owen Walstead LLC, dba U.S. Door, Inc.

Agenda Item

Orange City Council

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THRU: **Jarad Hildenbrand, City Manager**

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

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3. RECOMMENDED ACTION

Approve the contract with Owen Walstead LLC, a California limited liability company, dba U.S. Door, Inc. in the amount of $394,884 representing the original amount of $358,985, plus a 10% contingency of $35,899 for Rolling Garage Doors at Fire Station 7 and Corp Yard; and authorize the Mayor and City Clerk to execute on behalf of the City.

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This project will replace six garage bay doors at Fire Station 7 and one non-operable door at the Corporation Yard Fleet Building. The improvements will enhance operational reliability, reduce maintenance needs, and support uninterrupted emergency and public works services.

Construction is anticipated to begin in May 2026 and be completed by June 2026.

7. ATTACHMENTS

- Bid Abstract
- Contract with Owen Walstead LLC, dba U.S. Door, Inc.

BID ABSTRACT: RFB 25-26.12 SP-4321

Replacement of Rolling Garage Doors at Fire Station 7 and Corp Yard (#10026655)
Owner: Orange CA, City of
Solicitor: Orange CA, City of
02/12/2026 02:00 PM PST

					Engineer Estimate		**Estate Design and Construction**		**US DOOR INC**		**National Garage Door**	
Section Title	**Line Item**	**Item Description**	**UofM**	**Quantity**	**Unit Price**	**Extension**	**Unit Price**	**Extension**	**Unit Price**	**Extension**	**Unit Price**	**Extension**
Fire Station 7												
	1	Rytec Spiral FV High Performance Doors	Ea	**6**	$ 57,500.00	$ 345,000.00	$47,970.00	$287,820.00	$56,700.00	$340,200.00	$57,695.00	$346,170.00
Corp Yard												
	2	Rolling Garage Door	Ea	**1**	$ 36,000.00	$ 36,000.00	$50,880.00	$50,880.00	$18,785.00	$18,785.00	$40,400.00	$40,400.00
Base Bid Total:						**$ 381,000.00**		$338,700.00		$358,985.00		$386,570.00

CONTRACT
[Replacement of Rolling Garage Doors at Fire Station 7 and Corp Yard (Bid No. 25-26.12 SP - 4321)]

THIS CONTRACT (the "Contract") is made and entered into as of _____, 2026 ("Effective Date") by and between the CITY OF ORANGE, a municipal corporation ("City"), and OWEN WALSTEAD LLC, a California limited liability company, dba U.S. DOOR, INC. ("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 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);

(2) 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;"

(3) The "City of Orange Standard Special Provisions;"

(4) The Standard Plans; and

(5) 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 Assistant Field Services Manager, Rachael Gomez ("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.

ARTICLE 2
Commencement of Work

Contractor shall commence the Work provided for in this Contract within ten (10) days of the date of the issuance by City of a Notice to Proceed and diligently prosecute completion of the Work within forty-five (45) 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 THREE HUNDRED FIFTY-EIGHT THOUSAND NINE HUNDRED EIGHTY-FIVE DOLLARS and 00/100 ($358,985.00) 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 THIRTY-FIVE THOUSAND EIGHT HUNDRED NINETY-NINE DOLLARS and 00/100 ($35,899.00) 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 THREE HUNDRED NINETY-FOUR THOUSAND EIGHT HUNDRED EIGHTY-FOUR DOLLARS and 00/100 ($394,884.00).

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"	"CITY"
Owen Walstead, LLC dba U.S. Door, Inc. 21067 Commerce Pointe Dr. Walnut, CA 91789	City of Orange 300 E. Chapman Avenue Orange, CA 92866-1591
Attn: Brad Owen_____	Attn: Rachael Gomez
Telephone: 909-598-5490 E-Mail: office@usdoorinc.com	Telephone: 714-744-5588 E-Mail: rgomez@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 electronically 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 of the City of Orange

CONTRACT, BONDS AND INSURANCE
APPROVED BY:

_____
Nathalie Adourian, City Attorney

ATTEST:

_____
Pamela Coleman, City Clerk

"CONTRACTOR"

OWEN WALSTEAD LLC, a California
limited liability company, dba U.S. DOOR, INC.

By:_____
Printed Name: Brad Owen
Title: Managing Partner

[Note: Signature of Managing Member or Person(s) Authorized to bind LLC is (are) required]

By:_____
Printed Name:_____
Title:_____

√ X

"CITY"

CITY OF ORANGE, a municipal corporation

By:_____
Daniel R. Slater
Mayor of the City of Orange

CONTRACT, BONDS AND INSURANCE APPROVED BY:

_____
Nathalie Adourian, City Attorney

ATTEST:

_____
Pamela Coleman, City Clerk

"CONTRACTOR"

OWEN WALSTEAD LLC, a California limited liability company, dba U.S. DOOR, INC.

[Note: Signature of Managing Member or Person(s) Authorized to bind LLC is (are) required]

By:_____
Printed Name:_____
Title:_____

By:_____
Printed Name:_____
Title:_____

√ X

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 1776for 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.

Agenda Item

Orange City Council

Item #: 3.17. 4/28/2026 **File #:** 26-0156

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

THRU: **Jarad Hildenbrand, City Manager**

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

1. SUBJECT

Notice of Completion and Acceptance for Well No. 29 Drilling Project

2. SUMMARY

The City of Orange entered into a contract with Best Drilling and Pump, Inc. for Well No. 29 Drilling Project (Bid No. 24-25.13). The Scope of Work consisted of pilot hole drilling, installation of approximately 1,085 feet of 20-inch stainless steel casing and screen, installation of accessory tubing, gravel pack, sanitary seal, hydrogeology testing, well development, and disinfection. The project was completed in February 2026 to the satisfaction of the Public Works Department.

The approved project budget was $2,868,928 including a 10% contingency. The final construction cost is $2,426,995. The project was completed under budget because of savings from field condition changes.

3. RECOMMENDED ACTION

1. Accept Well No. 29 Drilling Project as complete.
2. Authorize City Clerk to file Notice of Completion with the Orange County Clerk-Recorder's Office.

4. ATTACHMENTS

- Notice of Completion and Acceptance

Agenda Item

Orange City Council

Item #: 3.17. 4/28/2026 **File #:** 26-0156

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

THRU: **Jarad Hildenbrand, City Manager**

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

1. SUBJECT

Notice of Completion and Acceptance for Well No. 29 Drilling Project

2. SUMMARY

The City of Orange entered into a contract with Best Drilling and Pump, Inc. for Well No. 29 Drilling Project (Bid No. 24-25.13). The Scope of Work consisted of pilot hole drilling, installation of approximately 1,085 feet of 20-inch stainless steel casing and screen, installation of accessory tubing, gravel pack, sanitary seal, hydrogeology testing, well development, and disinfection. The project was completed in February 2026 to the satisfaction of the Public Works Department.

The approved project budget was $2,868,928 including a 10% contingency. The final construction cost is $2,426,995. The project was completed under budget because of savings from field condition changes.

3. RECOMMENDED ACTION

1. Accept the Well No. 29 Drilling Project as complete.
2. Authorize City Clerk to file Notice of Completion with the Orange County Clerk-Recorder's Office.

4. ATTACHMENTS

- Notice of Completion and Acceptance

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Orange
300 East Chapman Avenue
Orange, California 92866
Attention: City Clerk

[*Space above this line for Recorder's use only.]*

THIS DOCUMENT IS RECORDED AT THE REQUEST AND FOR THE BENEFIT OF THE CITY OF ORANGE AND IS EXEMPT FROM THE PAYMENT OF A RECORDING FEE PURSUANT TO GOVERNMENT CODE SECTIONS 6103 AND 27383.

NOTICE OF COMPLETION AND ACCEPTANCE

NOTICE IS HEREBY GIVEN that work on that certain public work and improvements known as "Well No. 29 Drilling Project, Bid No. 24-25.13; W-709" (herein referred to as the "Project"), for the owner, the City of Orange, a municipal corporation (herein referred to as the "City"), whose address is 300 E. Chapman Avenue, Orange, CA 92866, was completed and accepted by the City Council of the City of Orange on April 28, 2026 at a regular meeting of its members, at which a quorum was present and acting throughout. The Contractor who performed (or caused to be performed) said public work and improvements was Best Drilling and Pump, Inc, a California corporation, with its principal office at 1640 Pellisier Road, in the City of Colton, State of California.

The name of the surety on the Labor and Material Bond for the Project is Great American Insurance Company (Bond# F324609) in the amount of $2,608,116.00.

DATED as of the 28th day of April, 2026.

CITY OF ORANGE, a municipal corporation

By:_____
Daniel R. Slater
Mayor of the City of Orange

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Daniel R. Slater, Mayor of the City of Orange, state that I have read the foregoing document, know the contents thereof, and that the facts therein stated are true of my own knowledge. I hereby declare under penalty of perjury that the foregoing is true and correct.

DATED as of the 28th day of April, 2026 at Orange, California.

_____
Daniel R. Slater, Mayor of the City of Orange

I, Pamela Coleman, City Clerk for the City of Orange, hereby attest that Daniel R. Slater is known to me to be the Mayor of the City of Orange and known to me to be the person who executed the within instrument on behalf of said municipal corporation, and acknowledged to me that the City of Orange executed the same.

_____
Pamela Coleman, City Clerk of the City of Orange

Agenda Item

Orange City Council

Item #: 3.18. 4/28/2026 **File #:** 26-0181

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Leslie Hardy, Community and Library Services Director**

1. SUBJECT

Notice of Completion and Acceptance for Serrano Park Lodge Pole Fencing Project

2. SUMMARY

The City awarded a contract to Armor Fence Concepts (Bid No. 25-26.05; Agreement No. 7909*)*, to furnish and install a total of approximately 230 linear feet of new, 40" high, 2-rail, lodge pole fencing at two separate locations within Serrano Park to prevent unauthorized vehicle access in the park. The work has been completed to the satisfaction of the Community and Library Services Department.

The total approved project budget for the Serrano Park Lodge Pole Fencing Project (257016) was $39,000.00. The awarded construction contract amount with Armor Fence Concepts, Inc., including approved contingencies totaled $11,544.50. The final construction was completed within budget at a cost of $10,495.00.

3. RECOMMENDED ACTION

1. Accept Serrano Park Lodge Pole Fencing Project as complete.
2. Authorize City Clerk to file Notice of Completion with the Orange County Clerk-Recorder's Office.

4. ATTACHMENTS

- Notice of Completion and Acceptance

Agenda Item

Orange City Council

Item #: 3.18. 4/28/2026 **File #:** 26-0181

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Leslie Hardy, Community and Library Services Director**

1. SUBJECT

Notice of Completion and Acceptance for Serrano Park Lodge Pole Fencing Project

2. SUMMARY

The City awarded a contract to Armor Fence Concepts (Bid No. 25-26.05; Agreement No. 7909*)*, to furnish and install a total of approximately 230 linear feet of new, 40" high, 2-rail, lodge pole fencing at two separate locations within Serrano Park to prevent unauthorized vehicle access in the park. The work has been completed to the satisfaction of the Community and Library Services Department.

The total approved project budget for the Serrano Park Lodge Pole Fencing Project (257016) was $39,000.00. The awarded construction contract amount with Armor Fence Concepts, Inc., including approved contingencies totaled $11,544.50. The final construction was completed within budget at a cost of $10,495.00.

3. RECOMMENDED ACTION

1. Accept Serrano Park Lodge Pole Fencing as complete.
2. Authorize City Clerk to file Notice of Completion with the Orange County Clerk-Recorder's Office.

4. ATTACHMENTS

- Notice of Completion and Acceptance

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Orange
300 East Chapman Avenue
Orange, California 92866
Attention: City Clerk

[*Space above this line for Recorder's use only.]*

THIS DOCUMENT IS RECORDED AT THE REQUEST AND FOR THE BENEFIT OF THE CITY OF ORANGE AND IS EXEMPT FROM THE PAYMENT OF A RECORDING FEE PURSUANT TO GOVERNMENT CODE SECTIONS 6103 AND 27383.

NOTICE OF COMPLETION AND ACCEPTANCE

NOTICE IS HEREBY GIVEN that work on that certain public work and improvements known as "Serrano Park Lodge Pole Fencing Installation" (Bid No. 25-26.05)" (herein referred to as the 'Project'), for the owner, the City of Orange, a municipal corporation (herein referred to as the 'City'), whose address is 300 E. Chapman Avenue, Orange, CA 92866, was completed and accepted by the City Council of the City of Orange on April 28, 2026 at a regular meeting of its members, at which a quorum was present and acting throughout. The Project was performed at Serrano Park, 2349 Apache Creek Dr., in the City of Orange. The Contractor who performed (or caused to be performed) said public work and improvements was Armor Fence Concepts, with its principal office at 23261 Del Lago Dr. Suite 8, Laguna Hills, CA 92653.

DATED as of the 28th day of April 2026.

CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater, Mayor, City of Orange

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Daniel R. Slater, Mayor of the City of Orange, state that I have read the foregoing document, know the contents thereof, and that the facts therein stated are true of my own knowledge. I hereby declare under penalty of perjury that the foregoing is true and correct.

DATED as of the 28th day of April 2026.

_____
Daniel R. Slater, Mayor, City of Orange

I, Pamela Coleman, City Clerk for the City of Orange, hereby attest that Daniel R. Slater is known to me to be the Mayor of the City of Orange and known to me to be the person who executed the within instrument on behalf of said municipal corporation, and acknowledged to me that the City of Orange executed the same.

_____
Pamela Coleman, City Clerk, City of Orange

Agenda Item

Orange City Council

Item #: 3.19. 4/28/2026 **File #:** 26-0194

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Leslie Hardy, Community and Library Services Director**

1. SUBJECT

Notice of Completion and Acceptance for Yorba Dog Park Improvements

2. SUMMARY

The City entered into a contract with R.E. Chaffee Construction, Inc. (Bid No. 24-25.12; Agreement No. 7838), to complete the demolition and removal of existing decomposed granite, concrete, chain link fencing and posts, turf, and miscellaneous structures scheduled for removal; modifying existing grade; removing and re-installing existing site amenities; installing new concrete and paver entry and seating areas; installing new chain link fencing and gates; installing new turf with irrigation, and re-establishing surrounding site and grading to pre-existing conditions. The work has been completed to the satisfaction of the Community and Library Services Department.

The total approved project budget for this phase of the Yorba Dog Park Improvements Project (257014) was $240,000.00. The awarded construction contract amount with R.E. Chaffee Construction, Inc., including approved contingencies totaled $233,200.00. The final construction was completed within budget at a cost of $214,017.05.

3. RECOMMENDED ACTION

1. Accept Yorba Dog Park Improvements as complete.
2. Authorize City Clerk to file Notice of Completion with the Orange County Clerk-Recorder's Office.

4. ATTACHMENTS

- Notice of Completion and Acceptance

Agenda Item

Orange City Council

Item #: 3.19. 4/28/2026 **File #:** 26-0194

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Leslie Hardy, Community and Library Services Director**

1. SUBJECT

Notice of Completion and Acceptance for Yorba Dog Park Improvements

2. SUMMARY

The City entered into a contract with R.E. Chaffee Construction, Inc. (Bid No. 24-25.12; Agreement No. 7838), to complete the demolition and removal of existing decomposed granite, concrete, chain link fencing and posts, turf, and miscellaneous structures scheduled for removal; modifying existing grade; removing and re-installing existing site amenities; installing new concrete and paver entry and seating areas; installing new chain link fencing and gates; installing new turf with irrigation, and re-establishing surrounding site and grading to pre-existing conditions. The work has been completed to the satisfaction of the Community and Library Services Department.

The total approved project budget for this phase of the Yorba Dog Park Improvements Project (257014) was $240,000.00. The awarded construction contract amount with R.E. Chaffee Construction, Inc., including approved contingencies totaled $233,200.00. The final construction was completed within budget at a cost of $214,017.05.

3. RECOMMENDED ACTION

1. Accept Yorba Dog Park Improvements as complete.
2. Authorize City Clerk to file Notice of Completion with the Orange County Clerk-Recorder's Office.

4. ATTACHMENTS

- Notice of Completion and Acceptance

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Orange
300 East Chapman Avenue
Orange, California 92866
Attention: City Clerk

[*Space above this line for Recorder's use only.]*

THIS DOCUMENT IS RECORDED AT THE REQUEST AND FOR THE BENEFIT OF THE CITY OF ORANGE AND IS EXEMPT FROM THE PAYMENT OF A RECORDING FEE PURSUANT TO GOVERNMENT CODE SECTIONS 6103 AND 27383.

NOTICE OF COMPLETION AND ACCEPTANCE

NOTICE IS HEREBY GIVEN that work on that certain public work and improvements known as "Yorba Dog Park Improvements (Bid No. 24-25.12)" (herein referred to as the 'Project'), for the owner, the City of Orange, a municipal corporation (herein referred to as the 'City'), whose address is 300 E. Chapman Avenue, Orange, CA 92866, was completed and accepted by the City Council of the City of Orange on April 28, 2026 at a regular meeting of its members, at which a quorum was present and acting throughout. The Project was performed at Yorba Park, 190 S. Yorba St., in the City of Orange. The Contractor who performed (or caused to be performed) said public work and improvements was R.E. Chaffee Construction, Inc., with its principal office at 6025 Park Dr., PO BOX 3087, Wrightwood CA 92397.

The name of the surety on the payment bond for the Project is Everest National Insurance Company (Bond No. ES00020705) in the amount of $212,000.00.

DATED as of the 28th day of April 2026. CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater, Mayor, City of Orange

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Daniel R. Slater, Mayor of the City of Orange, state that I have read the foregoing document, know the contents thereof, and that the facts therein stated are true of my own knowledge. I hereby declare under penalty of perjury that the foregoing is true and correct.

DATED as of the 28th day of April 2026.

_____
Daniel R. Slater, Mayor, City of Orange

I, Pamela Coleman, City Clerk for the City of Orange, hereby attest that Daniel R. Slater is known to me to be the Mayor of the City of Orange and known to me to be the person who executed the within instrument on behalf of said municipal corporation, and acknowledged to me that the City of Orange executed the same.

_____
Pamela Coleman, City Clerk, City of Orange

Agenda Item

Orange City Council

Item #: 3.20. 4/28/2026 **File #:** 26-0145

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

THRU: **Jarad Hildenbrand, City Manager**

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

1. SUBJECT
Authorize purchase of Cradlepoint mobile routers and antennas from CDCE, Inc.

2. SUMMARY
Purchase 40 R980 Cradlepoint routers and antennas for police vehicles from CDCE, Inc. through NASPO Valuepoint Master Agreement AR3189, Addendum No. 7-20-70-47-02.

3. RECOMMENDED ACTION
1. Approve the purchase of 40 Cradlepoint routers and antennas from CDCE, Inc. in the amount of $65,481.49.

2. Authorize the appropriation of $65,481.49 from Traffic Safety (450) undesignated fund balance to expenditure account number 450-4011-80101, Traffic Safety - Furniture, Fixture, Equipment.

4. FISCAL IMPACT
The expense for this agreement/purchase is $65,481.49 and will be funded through Traffic Safety (450):

450-4011-80101 Traffic Safety - Furniture, Fixture, Equipment

Upon approval of this appropriation, the estimated Traffic Safety Fund (450) undesignated fund balance as of June 30, 2026, will be $943,962.35.

5. STRATEGIC PLAN GOALS
Goal 1: Maintain Strong Emergency and Safety Services
Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND
In-vehicle cellular routers provide critical connectivity for mobile data computers used by officers during traffic enforcement activities. These systems support essential functions such as California Law Enforcement Telecommunication System (CLETS) vehicle and driver queries, CAD access, electronic citation processing, traffic collision reporting, and in-car video communication. Together, these tools enable real-time, field-based traffic operations that enhance officer effectiveness and contribute to improved roadway safety through informed policing and efficient data use.

The Police Department’s existing Cradlepoint routers are approximately five years old and nearing

end-of-life. In addition, the current routers are limited to 4G connectivity. Upgrading to new routers with 5G capability will provide significantly higher data speeds, lower latency, and greater capacity to support multiple connected devices. This replacement will improve communication reliability and performance while ensuring continued operational readiness.

Funding is available in the Traffic Safety Fund (450) which are restricted for use on traffic-related safety improvements and equipment, making this purchase an eligible and appropriate expenditure. The purchase of 40 routers will be completed using NASPO ValuePoint Master Agreement AR3189, Addendum No. 7-20-70-47-02, expiring on September 30, 2026.

7. ATTACHMENTS

- CDCE quote

Agenda Item

Orange City Council

Item #: 3.20. 4/28/2026 **File #:** 26-0145

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

THRU: **Jarad Hildenbrand, City Manager**

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

1. SUBJECT
Authorize purchase of Cradlepoint mobile routers and antennas from CDCE, Inc.

2. SUMMARY
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3. RECOMMENDED ACTION
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2. Authorize the appropriation of $65,481.49 from Traffic Safety (450) undesignated fund balance to expenditure account number 450-4011-80101, Traffic Safety - Furniture, Fixture, Equipment.

4. FISCAL IMPACT
The expense for this agreement/purchase is $65,481.49 and will be funded through Traffic Safety (450):

450-4011-80101 Traffic Safety - Furniture, Fixture, Equipment

Upon approval of this appropriation, the estimated Traffic Safety Fund (450) undesignated fund balance as of June 30, 2026, will be $943,962.35.

5. STRATEGIC PLAN GOALS
Goal 1: Maintain Strong Emergency and Safety Services
Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND
In-vehicle cellular routers provide critical connectivity for mobile data computers used by officers during traffic enforcement activities. These systems support essential functions such as California Law Enforcement Telecommunication System (CLETS) vehicle and driver queries, CAD access, electronic citation processing, traffic collision reporting, and in-car video communication. Together, these tools enable real-time, field-based traffic operations that enhance officer effectiveness and contribute to improved roadway safety through informed policing and efficient data use.

The Police Department's existing Cradlepoint routers are approximately five years old and nearing end-of-life. In addition, the current routers are limited to 4G connectivity. Upgrading to new routers

with 5G capability will provide significantly higher data speeds, lower latency, and greater capacity to support multiple connected devices. This replacement will improve communication reliability and performance while ensuring continued operational readiness.

Funding is available in the Traffic Safety Fund (450) which are restricted for use on traffic-related safety improvements and equipment, making this purchase an eligible and appropriate expenditure. The purchase of 40 routers will be completed using NASPO ValuePoint Master Agreement AR3189, Addendum No. 7-20-70-47-02, expiring on September 30, 2026.

7. ATTACHMENTS

- CDCE quote

Sales Quote

CDCE, Inc.
22641 Old Canal Road
Yorba Linda, CA 92887

Send Remittances to:

CDCE, Inc.
751 S. Weir Canyon Rd # 157-483
Anaheim, CA 92808-1962

Sales Quote No.	123324-J
Customer No.	CIORANGE

Telephone: 800-373-5353

Bill To	Ship To
City of Orange 300 E. Chapman Ave Orange, CA 92866 United States	City of Orange 300 E. Chapman Ave Orange, CA 92866 United States
Contact: Accounts Payable **Telephone:** 714-744-2277 **E-mail:** accountspayable@cityoforange.org	**Contact:** Steven Scardina **Telephone:** 714-744-2283 **E-mail:** sscardina@cityoforange.org

Quote Date	Ship Via	F.O.B.	Customer PO Number
04/10/26	Drop Ship	Destination	

Entered By	Salesperson	Ordered By	Payment Method
Crystal Beach	Crystal Beach	Steven Scardina	Net 30

Line Item	Order Qty	Part #	Description	Unit Price	Extended Price
1	40	DM-400255	R980 Router with WiFi Trade Up 4-yr NetCloud Mobile Router Essentials Plan, (5G modem 4FF SIM slots, and embedded eSIM), no AC power supply or antennas, Global) - limited lifetime warranty, MFG Part Number: TU-MB04-R980-5GD-A	1,107.00	44,280.00
2	40	ANT-941075	Parsec PTA Australian Shepherd Antenna (7 lead) 4 LTE (SMA M) - 2 WiFi (SMA M) - GNSS (SMA M), .75" Threaded Bolt-Black - 15' Cables, MFG Part Number: PTA7AS4L2WG15B	386.77	15,470.80

Estimated Delivery Date: 4 - 8 weeks ARO.

Cradlepoint NetCloud Admin:
Steven Scardina
sscardina@cityoforange.org
714-744-2283

Cradlepoint NASPO Valuepoint Contract#
Master Agreement: AR3189
California Cooperative Agreement Number: 7-20-70-47-02
Expiration date: 9/30/26

Print Date	04/06/26
Print Time	04:28:43 PM
Page No.	Page 1 of 1

Printed by Hubmate User: KWood

Subtotal	59,750.80
Freight	1,100.00
7.750 % **Sales Tax**	4,630.69
Order Total	65,481.49

Sales Quote

CDCE, Inc.
22641 Old Canal Road
Yorba Linda, CA 92887

Send Remittances to:

CDCE, Inc.
751 S. Weir Canyon Rd # 157-483
Anaheim, CA 92808-1962

Sales Quote No.	123324-J
Customer No.	CIORANGE

Telephone: 800-373-5353

Bill To	Ship To
City of Orange 300 E. Chapman Ave Orange, CA 92866 United States	City of Orange 300 E. Chapman Ave Orange, CA 92866 United States
Contact: Accounts Payable **Telephone:** 714-744-2277 **E-mail:** accountspayable@cityoforange.org	**Contact:** Steven Scardina **Telephone:** 714-744-2283 **E-mail:** sscardina@cityoforange.org

Quote Date	Ship Via	F.O.B.	Customer PO Number
04/10/26	Drop Ship	Destination	

Entered By	Salesperson	Ordered By	Payment Method
Crystal Beach	Crystal Beach	Steven Scardina	Net 30

Line Item	Order Qty	Part #	Description	Unit Price	Extended Price

Purchase orders must include the following:
CDCE Quote#
All part numbers
Part Descriptions
Quantities and price
Sales Tax & Freight
Bill to/Ship To
Payment Terms

*****This quote is valid for 30 days from the stated Quote Date*****

Print Date	04/06/26
Print Time	04:28:43 PM
Page No.	Page 1 of 1

Printed by Hubmate User: KWood

Subtotal	59,750.80
Freight	1,100.00
7.750 % **Sales Tax**	4,630.69
Order Total	65,481.49

Agenda Item

Orange City Council

Item #: 3.21. 4/28/2026 **File #:** 26-0186

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

THRU: **Jarad Hildenbrand, City Manager**

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

1. SUBJECT
Authorize purchase of VeloCloud hardware from Sidepath, Inc.

2. SUMMARY
The VeloCloud purchase will fully enable a dual internet carrier function for the City providing for automatic seamless fail-over in the event one carrier's service experiences an outage.

3. RECOMMENDED ACTION
Approve the purchase of VeloCloud hardware from Sidepath, Inc. for $40,800.51.

4. FISCAL IMPACT
The expense for this purchase is $40,800.51 and will be funded through General Fund (100).

100.1601.56999 Other Repair / Maintenance Services

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

6. DISCUSSION AND BACKGROUND
The City increasingly utilizes cloud-based application solutions such as email, permitting, maintenance management, police computer aided dispatch and records management, website, financial system, and many others. The City currently utilizes Spectrum for business-class internet services. A second business-class internet service with Crown Castle is in progress. Adopting two physically diverse internet carriers eliminates the single point of failure inherent in a single-carrier design. A dual-carrier design delivers measurable improvements in uptime and operational continuity. VeloCloud is an excellent way to maximize the value of the dual internet services. VeloCloud actively aggregates and load-balances the two carrier's internet bandwidth improving operations and enables seamless fail-over alleviating the risk with a single carrier point of failure. Dual diverse carriers is now a standard best practice for businesses where internet connectivity can significantly impact operations.

The purchase will be completed using NASPO ValuePoint Master Agreement AR2472 expiring on September 15, 2026.

7. ATTACHMENTS

- Sidepath Quote

Agenda Item

Orange City Council

Item #: 3.21. 4/28/2026 **File #:** 26-0186

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

THRU: **Jarad Hildenbrand, City Manager**

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

1. SUBJECT
Authorize purchase of VeloCloud hardware from Sidepath, Inc.

2. SUMMARY
The VeloCloud purchase will fully enable a dual internet carrier function for the City providing for automatic seamless fail-over in the event one carrier's service experiences an outage.

3. RECOMMENDED ACTION
Approve the purchase of VeloCloud hardware from Sidepath, Inc. for $40,800.51.

4. FISCAL IMPACT
The expense for this purchase is $40,800.51 and will be funded through General Fund (100).

100.1601.56999 Other Repair / Maintenance Services

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

6. DISCUSSION AND BACKGROUND
The City increasingly utilizes cloud-based application solutions such as email, permitting, maintenance management, police computer aided dispatch and records management, website, financial system, and many others. The City currently utilizes Spectrum for business-class internet services. A second business-class internet service with Crown Castle is in progress. Adopting two physically diverse internet carriers eliminates the single point of failure inherent in a single-carrier design. A dual-carrier design delivers measurable improvements in uptime and operational continuity. VeloCloud is an excellent way to maximize the value of the dual internet services. VeloCloud actively aggregates and load-balances the two carrier's internet bandwidth improving operations and enables seamless fail-over alleviating the risk with a single carrier point of failure. Dual diverse carriers is now a standard best practice for businesses where internet connectivity can significantly impact operations.

The purchase will be completed using NASPO ValuePoint Master Agreement AR2472 expiring on September 15, 2026.

7. ATTACHMENTS

- Sidepath Quote

sidepath

Quotation

22892 Mill Creek Drive
Laguna Hills, CA 92653
Phone (949)748-8700; Fax (949)748-8706
www.sidepath.com

Date: 04/01/26
Quotation #: SIDQ55291-03
Valid Until: 05/01/26
Prepared By: Chaz Steen
Project ID: SIDPROJECT51834

Bill To:

City of Orange
Attn: Steven Scardina
300 E. Chapman Avenue
Orange, CA 92866

Phone: (714) 744-2283
Email: sscardina@cityoforange.org

Ship To:

City of Orange
Attn: Steven Scardina
300 E. Chapman Avenue
Orange, CA 92866

Phone: (714) 744-2283
Email: sscardina@cityoforange.org

Qty	Item Code	Description	Unit Price	Ext. Price
NASPO Master Contract Number: AR2472				
Arista				
4	ARS-SDE-EDG-740	SDE-EDG-740 - Arista Edge 740 VeloCloud Edge OS appliance - Ethernet - Gigabit Ethernet - DHCP,IPv6,IPv4,SNMP - 6 LAN/WAN 2.5G RJ-45, 2 LAN/WAN 1G/10G SFP+, 2 USB Ports - 802.1Q, 802.1ad, 802.1x	$3,484.80	$13,939.20
48	ARS-SVC-SDE-EDG-740-1M-NB	1 Month A-Care Software & NBD Hardware Replacement/Same Day Ship for SDE-EDG-740	$17.87	$857.76
24	ARS-SDE-PRE2-HO-HG-1G-1M	Arista VeloCloud SD-WAN Premium Edition V2 (Hosted Orchestrator +Controller;Hosted Gateway) - 1 Gbps	$501.91	$12,045.84
2	ARS-VC-AC-RMB	Arista Edge Rack Mount Bracket	$38.92	$77.84
		SubTotal		$26,920.64
Pro Services				
1	SVE-S-TM-ENG-REM	Five day contiguous delivery remote - PS network consulting services, Region 1 delivery resource.	$11,760.00	$11,760.00
		SubTotal		$11,760.00

Payment Terms from Ship Date: Net 30

Pricing does not include Sales Tax or Shipping/Handling unless specifically stated in quote.

CA Shipments: CA Electronic Waste Recycling (eWaste) Fee will apply to monitors, laptops or tablets.

Product Total	**$38,680.64**
Taxes	**$2,019.87**
Shipping	**$100.00**
Grand Total	**$40,800.51**

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by Sidepath's Purchasing Terms and Conditions, which are located at: www.sidepath.com/terms. The Purchasing Terms and Conditions are incorporated herein by reference and available in hard copy upon your request.

Note: Sidepath will collect sales tax for orders shipped to these states: AZ, CA, GA, HI, MA, NV, NY, NC, TX, VA and WA. For orders shipped outside of these states, it will be the customer's responsibility to report the tax as Sales & Use Tax.

Please contact me if I can be of further assistance.

THANK YOU FOR YOUR BUSINESS!

If you have any questions regarding this quotation, please contact:
Patrick Mulvee | (213) 458-7771 | pat@sidepath.com

This document is proprietary and confidential and is intended solely for the recipient.
No part of this document may be disclosed in any manner to a third party who is not affiliated with the recipient.

Agenda Item

Orange City Council

Item #: 3.22. 4/28/2026 **File #:** 26-0210

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

THRU: **Jarad Hildenbrand, City Manager**

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

1. SUBJECT

Authorize purchase of four traffic signal cabinets and one controller from Econolite Control Products, Inc. and a Centracs Software Maintenance Agreement from Econolite Systems, Inc., as a sole source procurement

2. SUMMARY

The maintenance of the city's 158 traffic signals requires the purchase of parts, including major components such as traffic signal cabinets and controllers. Econolite Control Products, Inc., and Econolite Systems, Inc., provide hardware and software necessary to achieve consistency and compatibility with the city's existing traffic signal infrastructure. These vendors are the only providers of their respective products and services. Therefore, a sole source procurement is justified.

3. RECOMMENDED ACTION

Approve the sole source purchase of four traffic signal cabinets and one controller from Econolite Control Products, Inc. and a Centracs Software Maintenance Agreement from Econolite Systems, Inc. for a total of $113,969.

4. FISCAL IMPACT

The expense for this purchase is $113,969 and will be funded through Traffic Signal Controller Changeout (255073) and Biennial Traffic Signal Coordination (255094) respectively:

270-5704-87101-255073	Traffic Signal Controller Changeout	$93,500
263-5704-87101-255094	Biennial Traffic Signal Coordination	$20,469
	Total	$113,969

5. STRATEGIC PLAN GOALS

Goal 5: Improve Infrastructure, Mobility, and Technology

6. DISCUSSION AND BACKGROUND

Traffic signal cabinets serve two primary functions: to protect sensitive electrical components from exposure and provide capacity to house traffic signal hardware needed to expand functionality. Traffic signal controllers are the "brains" of a signalized intersection and are used to operate the selection

and timing of traffic movements in accordance with the varying demands of traffic as registered with the controller unit by detectors. Maintaining serviceable condition of field traffic signal equipment, including cabinets and controllers, is critical for ensuring a safe and efficient transportation system.

Equally important is the maintenance of advanced traffic control software. The city uses Centracs software installed in the Traffic Management Center's workstations as a tool to monitor, manage and optimize traffic signals.

Staff have successfully taken advantage of various opportunities, including federal/state grants and Measure M2 grant funding, to upgrade aging traffic signal controllers and will continue to do so moving ahead. However, there remains several intersections that, due to lack of regional significance and other factors, are ineligible or unlikely to be funded through these external grant sources. As a result, some legacy equipment requires replacement through other funding methods. In April 2023 the City Council approved the purchase of four traffic signal cabinets for replacement and installation at various intersections throughout the City. As part of this ongoing effort to replace older equipment, four traffic signal cabinets are recommended for purchase at the following signalized intersections:

1. Santiago Boulevard and Meats Avenue

2. Santiago Boulevard and Serrano Avenue

3. La Veta Avenue and Bedford Road

4. Prospect Street and Bond Avenue

The traffic signal controller will be kept in stock and deployed if an existing controller malfunctions or is destroyed in a collision. Moreover, the purchase of a one-year Software Maintenance Agreement will ensure the city will receive a software upgrade to the current version of Centracs, periodic software maintenance updates, and technical support for City staff.

Econolite Control Products, Inc. and Econolite Systems, Inc. are subsidiaries of Econolite Group, Inc. (Econolite). City staff uses Econolite products and software on a daily basis. To achieve consistency and compatibility with existing signal infrastructure, staff recommends the purchase of four traffic signal cabinets and one controller from Econolite Control Products, Inc. and a Centracs Software Maintenance Agreement for a one-year period from Econolite Systems, Inc. These subsidiaries are part of Econolite, which is the sole provider and distributor of Econolite products in California, therefore warranting a sole source procurement.

The total amount of the procurement and installation is not to exceed $113,969. To minimize expenses, the installation (replacement) of the traffic signal controller cabinets will be performed by either staff or the city's on-call traffic signal maintenance contractor.

7. ATTACHMENTS

- Econolite Quote
- Single Source Letter from Econolite

Agenda Item

Orange City Council

Item #: 3.22. 4/28/2026 **File #:** 26-0210

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THRU: **Jarad Hildenbrand, City Manager**

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

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7. ATTACHMENTS

- Econolite Quote
- Single Source Letter from Econolite

Quotation

4/14/2026

To:

Martin Varona Orange, CA; City of 637 W. Struck Ave. Orange, CA 92866	Quote Name: City of Orange Cabinet, Controller, and SMA Quote Project Reference: Econolite Reference: Q-56282-C432

Item #	Part	Qty	Description	Tariff	Price per	Extended
1	S-25569-001	1	CENTRACS SMA 1-YEAR BASIC	$0.00	$12,600.00	$12,600.00
2	CAB18772	4	TS2-2 PNG P44 BM 16 HORIZ CAB IN/OUT-WHITE INCLUDES THE FOLLOWING: 1 CABINET 55", PAINT IN/OUT SAME - WHITE T009-WH11 1 THERMOSTAT KTS 011 (NO) 1 LED, T12 SIGN LAMP, 8 WATT 1 LOCK, CABINET, DEAD BOLTWITH 2 KEYS, CORBIN 2 SHELF, STANDARD, P44/R77 1 DUAL FAN PANEL 2 LIP, REAR, SHELF, P44/R77 1 DRAWER, DOOR MOUNTED, 4 ANCHOR BOLT, 18 X 3/4 X 2.5 1 FILTER AIR 12 X 16 X 1 1 LOCK, SUB TREASURY, BEVEL BOLTW/2 KEYS LONG 04266 DETECTION 1 PANEL, LOOP INTERFACE 2 DETECTOR RACK, TS2 16 CH MISC 1 IC, MEMORY, TOKEN 1 SURGE PROTECTOR AC 120V 2 CKBKR 10A 1P 120/240V 1 CIRCUIT BRKR, 15A, 1P 120/240V 1 CIRCUIT BRKR, 20A 1P 120/240V PLUG-INS 6 FLASH TRANSFER RELAY 1 PWR SUPPLY, 5 AMP EDI PS-250-E 1 MMU2-16LEip-E W/ETHERNET PORT 16 LOAD SWITCH W/INPUT IND, SSR 1 FLASHER, 2 CKT 15A SOLID STATE SUB-ASSEMBLIES 2 POWER STRIP, 4 OUTLET, 15 AMP 2 BUS INTERFACE UNIT 3.0	$206.90	$22,005.00	$88,020.00

Quotation

			1 STAGGERED DUAL BUSS BARAC NEUTRAL, BOTH RAISED 5 CABLE, SDLC BUSS TO 15M 1 HUB, SDLC, 5-CONNECTOR 1 POWER AUX PANEL, TS2 1 POLICE/AUX SWITCH PANEL 1 POWER BUSS PANEL, 6 CONN 1 MAIN PANEL, TS1 PNG 4 PED PB ISOLATION UNIT 1 ASSY, LOAD RESISTOR 1 BIKE PUSH BUTTON PANEL ECONOLITE SYSTEMS CABINET TESTING			
3	COB21120310000	1	COBALT G-SERIES, TS1, RECEPTACLE WITH 8MB DATAKEY, FSK CARD 25-PIN	$152.30	$5,148.45	$5,148.45

Subtotal	$105,768.45
Shipping & Handling*	
Taxes**	$7,220.55
Tariffs**	$979.90
TOTAL	$113,968.90

Any tariff amount shown is an estimate of the tariff fee based on information available as of today's date. Econolite will pass through all tariff fees in effect at the time of shipment, which may be different from the tariff amount set forth herein and on the order acknowledgment.

Unless specifically requested by the customer and noted on this quotation, the product(s) quoted herein may not comply with any BABA Act (Build America/Buy America) requirements.

Cabinet designs are considered final at time of order. Changes requested after date of order may result in additional fees and extended shipping lead times.
The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or legally privileged material. Any review, retransmission, dissemination, or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited except as required by law.

Quote Valid For Days: 60
FOB: Econolite Factory
Terms: NET30
*Ship Terms: PPD
**Taxes and Tariffs Estimated (if included)

Corey Kelly
Corey Kelly, Senior Account Executive
Mobile: 714-273-4912
ckelly@econolite.com

Shipping Date: To be determined at time of receipt of order

ECONOLITE

MOVING TRAFFIC FORWARD

To: City of Orange
From: Corey Kelly
Date: 4-8-26
Re: Sole Source

To whom it may concern,

This letter is to verify that Econolite located at 1250 N. Tustin Ave., Anaheim, California 92807 is the sole developer, provider or manufacturer of any and all, “Econolite” and “Safetran” products in the state of California.

This would include:

1. **Plug-N-Go Cabinets and Hardwire**: TS1 and TS2
2. Controllers: **Cobalt® and Safetran 2070®**. This also includes any products or licensing that would be associated with Econolite proprietary products. Example: **ASC3®** or **EOS®** software upgrades can only be purchased through Econolite as the software is developed, registered, and licensed for use only by Econolite.
3. System software: **Centracs®**, **Centracs MOE®, Centracs SPM®**. Example: **Centracs®** software upgrades can only be purchased through Econolite as the software is developed, registered, and licensed for use only by Econolite.
4. **Autoscope**® video detection: **ENCORE®, Rack Vision Terra®** and **Vision®** are registered trademarks of Image Sensing Systems. Econolite is the sole distributor of **Autoscope®** products in the United States.
5. **Econolite Blue Series Cabinets.**
6. In-ground wireless detection: Econolite-branded **AccuSense® sensors, peripherals, and software.**
7. **Econolite Signals and Display Products**
8. **Econolite branded BIU’s, Load Switches, Power Supplies, Zinc Blue UPS** and any other products with the **Econolite®** name.

If you have any questions concerning this matter, please contact me at (714) 273-4912.

We appreciate the opportunity for your business!

Thank You,

Corey Kelly
Econolite

Agenda Item

Orange City Council

Item #: 3.23. 4/28/2026 **File #:** 26-0161

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

THRU: **Jarad Hildenbrand, City Manager**

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

1. SUBJECT
2026 City of Orange Conflict of Interest Code Biennial Review Notice

2. SUMMARY
The City is required by GC §87306.5 to review, and, if necessary, amend its Conflict of Interest Code every even-numbered year. As the code reviewing body for the Cityof Orange, the City Council must, no later than July 1, 2026, direct review of its code; and, no later than October 1, 2026, receive notice that an amendment is or is not required. If an amendment is required, it must be completed prior to December 31, 2026.

3. RECOMMENDED ACTION
Direct staff to review the Conflict of Interest Code and authorize execution of the Biennial Review Notice no later than October 1, 2026.

4. FISCAL IMPACT
None.

5. STRATEGIC PLAN GOALS
This action does not correlate to any of the adopted strategic plan goals; however, Section 87306 of the California Government Code requires biennial review of the City's Conflict of Interest Code.

6. DISCUSSION AND BACKGROUND
The Political Reform Act of 1973 ("the Act") and, in particular, Government Code Section 87306.5, requires the City Council to direct a review of the City's Conflict of Interest Code ("Code") no later than July 1 of each even-numbered year. If changes are necessary, a revised Code must be submitted to the City Council for approval. The City of Orange Conflict of Interest Code was last amended in 2024.

The Conflict of Interest Code identifies officials, employees, boards, committees and commissions; and consultants who are required to file at Statement of Economic Interests Form 700 when assuming office, on an annual basis, and upon leaving office. The purpose of the update is to specify positions within the agency which involve decision making that may have material or personal financial interests relative to City business. Designated individuals must disqualify themselves when conflicts of interest occur.

The completed review must be submitted to the City Council, with any recommended changes, by October 1, 2026. If an amendment is required, it must be completed prior to December 31, 2026. Staff anticipates necessary changes to the current Code and, therefore, will prepare an amendment to be presented to the City Council for consideration no later than December 31, 2026.

7. ATTACHMENTS

- Resolution No. 11558 adopted on June 25, 2024

Agenda Item

Orange City Council

Item #: 3.23. 4/28/2026 **File #:** 26-0161

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

THRU: **Jarad Hildenbrand, City Manager**

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3. RECOMMENDED ACTION
Direct staff to review the Conflict of Interest Code and authorize execution of the Biennial Review Notice no later than October 1, 2026.

4. FISCAL IMPACT
None.

5. STRATEGIC PLAN GOALS
This action does not correlate to any of the adopted strategic plan goals; however, Section 87306 of the California Government Code requires biennial review of the City's Conflict of Interest Code.

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The completed review must be submitted to the City Council, with any recommended changes, by October 1, 2026. If an amendment is required, it must be completed prior to December 31, 2026. Staff anticipates necessary changes to the current Code and, therefore, will prepare an amendment to be presented to the City Council for consideration no later than December 31, 2026.

7. ATTACHMENTS

- Resolution No. 11558 adopted on June 25, 2024

RESOLUTION NO. 11558

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE ADOPTING AN AMENDED CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974

WHEREAS, the Political Reform Act (Government Code Section 81000 et seq.) requires the City to adopt and promulgate a conflict of interest code; and

WHEREAS, the City Council adopted a Conflict of Interest Code, which was amended by Resolution No. 11415 on October 11, 2022; and

WHEREAS, the Political Reform Act, in Government Code Section 87306, requires the City to review its Conflict of Interest Code biennially to determine whether amendments are required; and

WHEREAS, on March 12, 2024, the City Council directed staff to review the City's Conflict of Interest Code; and

WHEREAS, the City has determined that due to changes in City employee positions and titles, the City's Conflict of Interest Code requires revision; and

WHEREAS, on July 23, 2024, the City Council received and filed the 2024 Local Agency Biennial Notice and directed staff to promulgate the necessary amendments to the City's Conflict of Interest Code.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Orange as follows:

SECTION 1. The City Council adopts by reference the model conflict of interest code promulgated by the Fair Political Practices Commission as set forth in Section 18730 of the Title 2 of the California Code of Regulations, which, together with the City's List of Designated Positions and Disclosure Categories, collectively constitute the City of Orange Conflict of Interest Code. A copy of said Code is attached hereto as Exhibit A and shall be on file with the City Clerk and available to the public for inspection and copying during regular business hours.

SECTION 2. The amended Conflict of Interest Code shall become effective at the time of the adoption and approval of this Resolution.

SECTION 3. Any prior Resolution adopting a Conflict of Interest Code for the City of Orange, including Resolution No. 11415, is hereby rescinded upon the effective date of this Resolution.

ADOPTED this 25th day of June 2024.

Daniel R. Slater, Mayor, City of Orange

ATTEST:

for Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

Mike Vigliotta, City Attorney

Attachment: Exhibit A

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Orange at a regular meeting thereof held on the 25th day of June 2024, by the following vote:

AYES: COUNCILMEMBERS: Barrios, Dumitru, Tavoularis, Gutierrez, Bilodeau, Gyllenhammer, and Slater
NOES: COUNCILMEMBERS: None
ABSENT: COUNCILMEMBERS: None

for Pamela Coleman, City Clerk, City of Orange

CONFLICT OF INTEREST CODE OF THE CITY OF ORANGE

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix, designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the **City of Orange ("City")**.

All officials and designated positions required to submit a statement of economic interests shall file their statements with the City Clerk as the City's Filing Officer. The City Clerk shall make and retain a copy of all statements filed by officials listed in Government Code Section 87200, and forward the originals of such statements to the Fair Political Practices Commission. The City Clerk shall retain the originals of the statements filed by all other officials and designated positions and will make all retained statements available for public inspection and reproduction during regular business hours (Gov. Code § 81008).

APPENDIX
DESIGNATION OF POSITIONS AND
ESTABLISHMENT OF DISCLOSURE CATEGORIES

PART A
DESIGNATED POSITIONS

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney, the City Treasurer, and all other City Officials who manage public investments as defined by 2 California Code of Regulations § 18700.3(b), are NOT subject to the City's Code, but must file disclosure statements under Government Code Section 87200 et seq. [Regs. § 18730(b)(3)]

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

It has been determined that the positions listed below are other City Officials who manage public investments.[1] These positions are listed here for informational purposes only.

Administrative Services Director

Assistant City Manager

Assistant Finance Director

Finance Director

[1] Individuals holding one of the above listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by §87200.

DESIGNATED POSITIONS	DISCLOSURE CATEGORIES
City Attorney	
Assistant City Attorney I	1, 2, 3, 4
Assistant City Attorney II	1, 2, 3, 4
Risk Manager	1, 2, 3, 4
Senior Assistant City Attorney	1, 2, 3, 4
City Clerk	
City Clerk	1, 2, 3, 4
Director of City Clerk Services	1, 2, 3, 4
Deputy City Clerk	1, 2, 3, 4
City Manager	
Assistant City Manager	1, 2, 3, 4
Assistant to the City Manager	1, 2, 3, 4
Deputy City Manager	1, 2, 3, 4
Economic Development Manager	1, 2, 3, 4
Emergency Manager	1, 2, 3, 4
Senior Economic Development Project Manager	1, 2, 3, 4
Senior Administrative Analyst	1, 2, 3, 4
Senior Assistant to the City Manager	1, 2, 3, 4
Public Information Officer	
Community Development	
Administrative Analyst I & II	1, 2, 3, 4
Assistant Community Development Director	1, 2, 3, 4
Building Inspection Supervisor	1, 2, 3, 4
Building and Safety Manager	1, 2, 3, 4
Code Compliance Officer	1, 2, 3, 4
Code Compliance Supervisor	1, 2, 3, 4
Combo Building Inspector	1, 2, 3, 4
Community Development Director	1, 2, 3, 4
Environmental Compliance Specialist	2, 3, 4
IT Project Manager	2, 3, 4
Planning Manager	1, 2, 3, 4
Principal Planner	1, 2, 3, 4
Senior Administrative Analyst	1, 2, 3, 4
Senior Code Compliance Officer	1, 2, 3, 4
Senior Combo Building Inspector	1, 2, 3, 4
Senior Housing Manager	1, 2, 3, 4
Senior Plan Check Engineer	1, 2, 3, 4
Senior Planner	1, 2, 3, 4
Community Services	
Administrative Analyst II	1, 2, 3, 4
Administrative Manager	1, 2, 3, 4
Assistant Director	1, 2, 3, 4
Community Services Director	1, 2, 3, 4
Parks and Facilities Manager	1, 2, 3, 4
Recreation Services Manager	1, 2, 3, 4
Senior Administrative Analyst	1, 2, 3, 4

DESIGNATED POSITIONS	DISCLOSURE CATEGORIES
Finance	
Accounting Manager	1, 2, 3, 4
Assistant Finance Director	1, 2, 3, 4
Budget Manager	1, 2, 3, 4
Finance Director	1, 2, 3, 4
Finance Manager	1, 2, 3, 4
Purchasing Officer	1, 2, 3, 4
Senior Buyer	1, 2, 3, 4
Fire	
Battalion Chief	1, 2, 3, 4
Deputy Chief	1, 2, 3, 4
EMS Manager	1, 2, 3, 4
Fire Chief	1, 2, 3, 4
Staff Captain	1, 2, 3, 4
Information Technology	
Manager	1, 2, 3, 4
IT Project Manager	1, 2, 3, 4
Library	
Assistant Library Services Director	1, 2, 3, 4
Library Manager I & II	1, 2, 3, 4
Library Services Director	1, 2, 3, 4
Library Tech/Support Services Manager	1, 2, 3, 4
Senior Library Manager	1, 2, 3, 4
Human Resources	
Assistant Human Resources Director	1, 2, 3, 4
Human Resources Director	1, 2, 3, 4
Human Resources Manager	1, 2, 3, 4
Senior Human Resources Analyst	1, 2, 3, 4
Police	
Administrative Analyst I & II	1, 2, 3, 4
Captain	1, 2, 3, 4
Lieutenant	1, 2, 3, 4
Police Chief	1, 2, 3, 4
Senior Administrative Analyst	1, 2, 3, 4
Public Works	
Administrative Manager	1, 2, 3, 4
Assistant Field Services Manager	1, 2, 3, 4
Assistant Public Works Director	1, 2, 3, 4
Assistant Water Manager	1, 2, 3, 4
City Traffic Engineer	1, 2, 3, 4
Construction Inspection Supervisor	3, 4
Construction Inspector I & II	3, 4
Contract Administrator	1, 2, 3, 4
Deputy Public Works Director	1, 2, 3, 4
Environmental Program Manager	1, 2, 3, 4
Environmental Scientist	2, 3, 4
Equipment Maintenance Superintendent	2, 3, 4

DESIGNATED POSITIONS	DISCLOSURE CATEGORIES
Field Services Manager	1, 2, 3, 4
Principal Civil Engineer	3, 4
Public Works Director	1, 2, 3, 4
Public Works Administrator	1, 2, 3, 4
Senior Civil Engineer	3, 4
Traffic Operations Superintendent	1, 2, 3, 4
Water Manager	1, 2, 3, 4
Orange City Public Facilities Financing Authority	
Member	1, 2, 3, 4
Members of Boards, Commissions, and Committees	
Audit Advisory Committee	1, 2, 3, 4
Community Development Block Grant Program Committee	1, 2, 3, 4
Design Review Committee	1, 2, 3, 4
Investment Advisory Committee	1, 2, 3, 4
Orange Public Library Board of Trustees[1]	1, 2, 3, 4
Park Planning & Community Events Commission	1, 2, 3, 4
Santiago Creek Commission	1, 2, 3, 4
Traffic Commission	1, 2, 3, 4
[1]All interests in real property as set forth in Category 1, but only investments, sources of income and business positions which may provide services or materials of the type utilized by the library.	
Consultants and New Positions[2]	
[2]Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the Code subject to the following limitation: The City Manager may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. The disclosure requirements for new positions shall be categorized by the City Manager based on the duties of the position.	1, 2, 3, 4

PART B
DISCLOSURE CATEGORIES

Disclosure categories pertain to investments, real property, business positions and sources of income, including loans, gifts, and travel payments from sources located in or doing business within the jurisdiction of the City of Orange (City).

Category 1

Interests in real property within the boundaries of the City or within two miles of the boundaries of the Cityin which the designated employee, spouse and dependent children have an aggregate interest of $1,000 or more in value. It includes interests in real property held by a business entity or trust in which the employee, spouse and dependent children have an aggregate interest of 10% or more.

Category 2

Investments held by the designated employee, spouse and dependent children, with an aggregate value of more than $1,000, in business entities having real property in the City or doing business, planning to do business, or having done business in the City within the past two years. It includes investments held by a business entity or trust in which the filer, spouse and dependent children have an aggregate interest of 10% or greater.

Category 3

Income (including loans) aggregating $250 or more if the source is located within or doing business within the City. It includes gifts aggregating $50 or more whether or not the source (donor) is in the City. It includes sources of income to the designated employee, to the designated employee's community property interest in the income of a spouse, and to the employee's pro rata share of any income of a trust in which the employee, spouse or dependent children have individually or collectively an aggregate interest of 10% or greater.

Category 4

Employment and management positions in business entities.

Agenda Item

Orange City Council

Item #: 3.24. 4/28/2026 **File #:** 26-0189

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

THRU: **Jarad Hildenbrand, City Manager**

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

1. SUBJECT

Authorize the execution of the Master Lease-Purchase Agreement for the acquisition and financing of a Pierce Enforcer Urban Search and Rescue Apparatus

2. SUMMARY

Adoption of Resolution No. 11661 authorizes the execution of the Master Lease-Purchase Agreement in a principal amount not to exceed $1,931,606.50 for the acquisition of a Pierce Enforcer Urban Search and Rescue Apparatus, in support of the city's operational needs and functions from South Coast Fire Equipment with PNC Bank.

3. RECOMMENDED ACTION

Adopt Resolution No. 11661. A Resolution of the City Council of the City of Orange approving the execution and delivery of a master lease-purchase agreement with PNC Bank, National Association, for the acquisition and financing of a Pierce Enforcer Urban Search and Rescue Apparatus and authorizing related actions.

4. FISCAL IMPACT

The expense for this agreement is $1,931,606.50 and will be funded through Vehicle Replacement (720):

720-5401-80301- Vehicle Replacement

5. STRATEGIC PLAN GOALS

Goal 1: Maintain Strong Emergency and Safety Services
Goal 2: Enhance Economic Development and Achieve Fiscal Sustainability

6. DISCUSSION AND BACKGROUND

On January 13, 2026, the City Council authorized the city to enter into a Master Lease-Purchase Agreement with PNC Bank, National Association. The agreement finances the acquisition of a Pierce Enforcer Urban Search and Rescue Apparatus over a five-year period, with a principal amount not to exceed $1,931,606.50.

This action formalizes the financing previously approved by City Council, with annual lease-purchase payments to be appropriated through the annual budget process.

7. ATTACHMENTS

- Resolution No. 11661

Agenda Item

Orange City Council

Item #: 3.24. 4/28/2026 **File #:** 26-0189

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

THRU: **Jarad Hildenbrand, City Manager**

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

1. SUBJECT

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2. SUMMARY

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3. RECOMMENDED ACTION

Adopt Resolution No. 11661. A Resolution of the City Council of the City of Orange approving the execution and delivery of a master lease-purchase agreement with PNC Bank, National Association, for the acquisition and financing of a Pierce Enforcer Urban Search and Rescue Apparatus and authorizing related actions.

4. FISCAL IMPACT

The expense for this agreement is $1,931,606.50 and will be funded through Vehicle Replacement (720):

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5. STRATEGIC PLAN GOALS

Goal 1: Maintain Strong Emergency and Safety Services
Goal 2: Enhance Economic Development and Achieve Fiscal Sustainability

6. DISCUSSION AND BACKGROUND

On January 13, 2026, the City Council authorized the city to enter into a Master Lease-Purchase Agreement with PNC Bank, National Association. The agreement finances the acquisition of a Pierce Enforcer Urban Search and Rescue Apparatus over a five-year period, with a principal amount not to exceed $1,931,606.50.

This action formalizes the financing previously approved by City Council, with annual lease-purchase payments to be appropriated through the annual budget process.

7. ATTACHMENTS

- Resolution No. 11661

RESOLUTION NO. 11661

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE APPROVING THE EXECUTION AND DELIVERY OF A MASTER LEASE-PURCHASE AGREEMENT WITH PNC BANK, NATIONAL ASSOCIATION, FOR THE ACQUISITION AND FINANCING OF A PIERCE ENFORCER URBAN SEARCH AND RESCUE APPARATUS AND AUTHORIZING RELATED ACTIONS.

Principal Amount Expected To Be Financed: $1,931,606.50

WHEREAS the City of Orange ("City") is a general law city and municipal corporation of the State of California, duly organized and existing pursuant to the Constitution and laws of the State of California; and

WHEREAS pursuant to applicable law, the City Council of the City ("City Council") is authorized to acquire, dispose of, and encumber real and personal property, including, without limitation, rights and interests in property, leases, and easements necessary to the functions or operations of the City; and

WHEREAS the City Council hereby finds and determines that the execution of one or more Master Lease-Purchase Agreements and related schedules and addendums (collectively, the "Leases") for a Pierce Enforcer Urban Search and Rescue Apparatus for the City of Orange Fire Department in the principal amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the City, including the provision of fire and emergency response services; and

WHEREAS, PNC Bank, National Association ("Lessor") shall act as Lessor under said Leases; and

WHEREAS, the City Council previously approved the acquisition of the equipment and related financing on January 13, 2026, including approval of the purchase through the HGACBUY cooperative purchasing program and authorization to execute related financing documents.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Orange as follows:

Section 1. City Manager, Mayor, or a designee (each an "Authorized Representative"), is hereby authorized to execute and deliver, one behalf of the City, one or more Leases, consistent with the terms approved by the City Council on January 13, 2026.

Each Authorized Representative is further authorized to execute such certificates, agreements, and related documents and take such actions as necessary to implement the Leases and lease-purchase financing approved by the City Council.

Any related agreements that materially alter the City's financial obligations shall require City Council approval.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the City to execute and deliver agreements and documents relating to the Leases on behalf of the City.

Section 3. The aggregate original principal amount of the Leases shall not exceed the amount stated above and shall bear interest as set forth in the Leases and the Leases shall contain such options to purchase by the City as set forth therein, subject to appropriation and compliance with applicable California law and consistent with the terms approved by the City Council.

Section 4. The City's obligations under the Leases shall be subject to annual appropriation by the City Council as set forth in each Lease and the City's obligations under the Leases shall not constitute general obligations of the City or indebtedness under the Constitution or laws of the State of California.

Section 5. As to each Lease, the City reasonably anticipates to issue not more than $10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the current calendar year in which each such Lease is issued and hereby designates each Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Orange hereby approves the master lease-purchase financing with PNC Bank, National Association, and authorizes the execution of related documents consistent with this Resolution.

ADOPTED this ____ day of _____, 2026

_____
Daniel R. Slater, Mayor, City of Orange

ATTEST:

_____
Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

_____

Nathalie Adourian, City Attorney, City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Orange at a regular meeting thereof held on the _____ day of _____, 2026 by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

_____

Pamela Coleman, City Clerk, City of Orange

Agenda Item

Orange City Council

Item #: 3.25. 4/28/2026 **File #:** 26-0159

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Monica Espinoza, Human Resources Director**

1. SUBJECT

Letters of Understanding between the City of Orange and the International Brotherhood of Electrical Workers Local 47 representing the Maintenance & Crafts and Water Division employees

2. SUMMARY

Resolution No. 11663 establishes a Letter of Understanding between the City of Orange and the International Brotherhood of Electrical Workers Local 47 - Water Division employees effective July 1, 2025 through and including June 30, 2027

Resolution No. 11664 establishes a Letter of Understanding between the City of Orange and the International Brotherhood of Electrical Workers Local 47- Maintenance & Crafts employees effective July 1, 2025 through and including June 30, 2027.

3. RECOMMENDED ACTION

1. Adopt Resolution No. 11663. A Resolution of the City Council of the City of Orange establishing a Letter of Understanding between the City of Orange and the International Brotherhood of Electrical Workers IBEW Local 47 Water Union effective July 1, 2025 through and including June 30, 2027.

2. Adopt Resolution No. 11664. A Resolution of the City Council of the City of Orange establishing a Letter of Understanding between the City of Orange and the International Brotherhood of Electrical Workers IBEW Local 47 Maintenance and Crafts Union effective July 1, 2025 through and including June 30, 2027.

4. FISCAL IMPACT

Maintenance & Crafts: The total cost for FY26 is $99,800 of which $68,900 is General Fund. The total cost for FY27 is $142,800 of which $98,500 is General Fund.

Water: The total cost for FY26 is $46,700. The total cost for FY27 is $74,200.

These adjustments are included in the FY27 budget.

5. STRATEGIC PLAN GOALS

Goal 1: Maintain Strong Emergency and Safety Services
Goal 4: Improve Employee Retention and Recruitment

6. DISCUSSION AND BACKGROUND

In March 2025, the City began the collective bargaining process with the International Brotherhood of Electrical Workers (IBEW) Local 47, hereinafter collectively referred to as “Union”, which represents Maintenance & Crafts and Water Division employees within the Public Works and Community Services Departments. The contract between the parties expired on June 30, 2025.

The parties continued negotiating for a successor Memorandum of Understanding (MOU), exchanging six (6) proposals through September 5, 2025. On October 23, 2025, IBEW Local 47 declared impasse and requested the appointment of a mediator. On November 10, 2025, a mediator confirmed a mediation session scheduled for December 15, 2025; however, IBEW Local 47 canceled the meeting due to a scheduling conflict. Mediation was subsequently rescheduled for January 27-28, 2026. Over the course of these two (2) days, the parties explored mediator proposals but were unable to reach agreement.

On February 2, 2026, IBEW Local 47 submitted two (2) requests for fact-finding to the Public Employment Relations Board (PERB) pursuant to Section 3505.4 of the Meyers-Milias-Brown Act and PERB Regulation 32802. PERB reviewed the requests and ultimately denied them due to the Union’s failure to file within the required 45-day window. As a result, the City was not obligated to participate in the fact-finding process.

On February 13, 2026, the City received formal notification from IBEW Local 47’s legal counsel of the Union’s intent to strike effective March 1, 2026. This resulted in a two-week strike during which employees were without pay and may have incurred out-of-pocket medical expenses, depending on their selected health plan(s).

As the City continues to face significant fiscal constraints, it is unable to accommodate the salary inequity adjustments as requested by IBEW Local 47. Instead, the City offered the same cost-of-living adjustments to IBEW Local 47 that had been provided to all non-safety miscellaneous labor groups in 2025 and all labor groups in 2026: a 2.0% increase effective June 29, 2025, and a 3.0% increase effective June 28, 2026.

At its March 10, 2026, meeting, the City Council approved retroactive pay effective June 29, 2025, consistent with the compensation package previously presented to the Union as the City’s fifth (5^{th}) proposal. This action was taken in good faith to help resolve the labor dispute and encourage employees to return to work. IBEW Local 47 presented the City’s final communication to its membership, and the agreement was ratified on Friday, March 13, 2026, officially ending the strike.

While the City maintained the same compensation adjustment, other elements of the two-year agreement include:

	IBEW Maintenance & Crafts	**IBEW Water**
Term	July 1, 2025 - June 30, 2027	July 1, 2025 - June 30, 2027
Salary	Effective June 29, 2025 2.0% across-the-board; Effective June 28, 2026 3.0% cost of living adjustment. Annual Salary Tables are attached as Appendix A in the LOU.	Effective June 29, 2025 2.0% cost of living adjustment; Effective June 28, 2026 3.0% cost of living adjustment. Annual Salary Tables are attached as Appendix A in the LOU.

Medical	Increase $100.00 per month for family tier from $2,095 to $2,195 per month effective May 31, 2026.	Increase $100.00 per month for family tier from $2,095 to $2,195 per month effective May 31, 2026.
Floating Holiday	Reinstate 9-hour floating holiday effective January 1, 2026.	Reinstate 9-hour floating holiday effective January 1, 2026.
Uniforms	Add “Facilities” to list of division employees eligible for this existing benefit.	Not applicable
Probationary Employee Vacation Use	Probationary employees accrue vacation but may not use vacation until six (6) months of benefited active City service is complete.	Probationary employees accrue vacation but may not use vacation until six (6) months of benefited active City service is complete.
Educational Assistance/Professional Development	Allow for existing $750.00 benefit to be interchangeably used. Employees must still be employed by City when course is complete to qualify for reimbursement. Employees with a future separation date on file are ineligible for this benefit.	Allow for existing $600.00 benefit to be interchangeably used. Employees must still be employed by City when course is complete to qualify for reimbursement. Employees with a future separation date on file are ineligible for this benefit.
No Furlough or Layoff	During the term of this Agreement, the City shall not impose furloughs, reductions in hours, or layoffs. This provision shall sunset on June 30, 2027.	During the term of this Agreement, the City shall not impose furloughs, reductions in hours, or layoffs. This provision shall sunset on June 30, 2027.

Vacation Conversion	An employee may convert up to fifty percent (50%) of their current annual vacation accrual into cash in lieu of time off with pay on an annual basis. An employee requesting such a conversion may convert twice in a fiscal year, however, the total amount converted per fiscal year shall not exceed fifty percent (50%) of the employee's annual accrual. Employees serving their initial hire probationary period shall not be eligible for vacation conversion. On or before December 15, 2026, 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 2027 and every June and December thereafter. The City shall make the cash outs in the second paycheck in June and December. Such cash outs shall be paid at the employee's net rate of pay.	An employee may convert up to fifty percent (50%) of their current annual vacation accrual into cash in lieu of time off with pay on an annual basis. An employee requesting such a conversion may convert twice in a fiscal year, however, the total amount converted per fiscal year shall not exceed fifty percent (50%) of the employee's annual accrual. Employees serving their initial hire probationary period shall not be eligible for vacation conversion. On or before December 15, 2026, 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 2027 and every June and December thereafter. The City shall make the cash outs in the second paycheck in June and December. Such cash outs shall be paid at the employee's net rate of pay.
On-site Training	Allow 60-90 minutes of on-site training related to the IBEW Code of Excellence, with City management staff.	Allow 60-90 minutes of on-site training related to the IBEW Code of Excellence, with City management staff.

Union Release Time Tracking	Up to four (4) Union employees may be granted release time for Union business not to exceed 150 hours per fiscal year collectively. All Union release time must be fully documented on employee timesheets.	Up to four (4) Union employees may be granted release time for Union business not to exceed one hundred fifty 150 hours per fiscal year collectively. All Union release time must be fully documented on employee timesheets.
Language Clean Up	The City will be presenting a future redline MOU that updates provisions within MOU to provide greater clarity on existing practices and regulatory compliance, ensuring adherence with current laws. All Association references to be changed to International Brotherhood of Electrical Workers (IBEW) Local 47 or Union.	The City will be presenting a future redline MOU that updates provisions within MOU to provide greater clarity on existing practices and regulatory compliance, ensuring adherence with current laws.

7. ATTACHMENTS

- Resolution No. 11663
- Resolution No. 11664

Agenda Item

Orange City Council

Item #: 3.25. 4/28/2026 **File #:** 26-0159

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Monica Espinoza, Human Resources Director**

1. SUBJECT

Letters of Understanding between the City of Orange and the International Brotherhood of Electrical Workers Local 47 representing the Maintenance & Crafts and Water Division employees

2. SUMMARY

Resolution No. 11663 establishes a Letter of Understanding between the City of Orange and the International Brotherhood of Electrical Workers Local 47 - Water Division employees effective July 1, 2025 through and including June 30, 2027

Resolution No. 11664 establishes a Letter of Understanding between the City of Orange and the International Brotherhood of Electrical Workers Local 47- Maintenance & Crafts employees effective July 1, 2025 through and including June 30, 2027.

3. RECOMMENDED ACTION

1. Adopt Resolution No. 11663. A Resolution of the City Council of the City of Orange establishing a Letter of Understanding between the City of Orange and the International Brotherhood of Electrical Workers IBEW Local 47 Water Union effective July 1, 2025 through and including June 30, 2027.

2. Adopt Resolution No. 11664. A Resolution of the City Council of the City of Orange establishing a Letter of Understanding between the City of Orange and the International Brotherhood of Electrical Workers IBEW Local 47 Maintenance and Crafts Union effective July 1, 2025 through and including June 30, 2027.

4. FISCAL IMPACT

Maintenance & Crafts: The total cost for FY26 is $99,800 of which $68,900 is General Fund. The total cost for FY27 is $142,800 of which $98,500 is General Fund.

Water: The total cost for FY26 is $46,700. The total cost for FY27 is $74,200.

These adjustments are included in the FY27 budget.

5. STRATEGIC PLAN GOALS

Goal 1: Maintain Strong Emergency and Safety Services
Goal 4: Improve Employee Retention and Recruitment

6. DISCUSSION AND BACKGROUND

In March 2025, the City began the collective bargaining process with the International Brotherhood of Electrical Workers (IBEW) Local 47, hereinafter collectively referred to as “Union”, which represents Maintenance & Crafts and Water Division employees within the Public Works and Community Services Departments. The contract between the parties expired on June 30, 2025.

The parties continued negotiating for a successor Memorandum of Understanding (MOU), exchanging six (6) proposals through September 5, 2025. On October 23, 2025, IBEW Local 47 declared impasse and requested the appointment of a mediator. On November 10, 2025, a mediator confirmed a mediation session scheduled for December 15, 2025; however, IBEW Local 47 canceled the meeting due to a scheduling conflict. Mediation was subsequently rescheduled for January 27-28, 2026. Over the course of these two (2) days, the parties explored mediator proposals but were unable to reach agreement.

On February 2, 2026, IBEW Local 47 submitted two (2) requests for fact-finding to the Public Employment Relations Board (PERB) pursuant to Section 3505.4 of the Meyers-Milias-Brown Act and PERB Regulation 32802. PERB reviewed the requests and ultimately denied them due to the Union’s failure to file within the required 45-day window. As a result, the City was not obligated to participate in the fact-finding process.

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As the City continues to face significant fiscal constraints, it is unable to accommodate the salary inequity adjustments as requested by IBEW Local 47. Instead, the City offered the same cost-of-living adjustments to IBEW Local 47 that had been provided to all non-safety miscellaneous labor groups in 2025 and all labor groups in 2026: a 2.0% increase effective June 29, 2025, and a 3.0% increase effective June 28, 2026.

At its March 10, 2026, meeting, the City Council approved retroactive pay effective June 29, 2025, consistent with the compensation package previously presented to the Union as the City’s fifth (5^{th}) proposal. This action was taken in good faith to help resolve the labor dispute and encourage employees to return to work. IBEW Local 47 presented the City’s final communication to its membership, and the agreement was ratified on Friday, March 13, 2026, officially ending the strike.

While the City maintained the same compensation adjustment, other elements of the two-year agreement include:

	IBEW Maintenance & Crafts	**IBEW Water**
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Salary	Effective June 29, 2025 2.0% across-the-board; Effective June 28, 2026 3.0% cost of living adjustment. Annual Salary Tables are attached as Appendix A in the LOU.	Effective June 29, 2025 2.0% cost of living adjustment; Effective June 28, 2026 3.0% cost of living adjustment. Annual Salary Tables are attached as Appendix A in the LOU.

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Educational Assistance/Professional Development	Allow for existing $750.00 benefit to be interchangeably used. Employees must still be employed by City when course is complete to qualify for reimbursement. Employees with a future separation date on file are ineligible for this benefit.	Allow for existing $600.00 benefit to be interchangeably used. Employees must still be employed by City when course is complete to qualify for reimbursement. Employees with a future separation date on file are ineligible for this benefit.
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On-site Training	Allow 60-90 minutes of on-site training related to the IBEW Code of Excellence, with City management staff.	Allow 60-90 minutes of on-site training related to the IBEW Code of Excellence, with City management staff.

Union Release Time Tracking	Up to four (4) Union employees may be granted release time for Union business not to exceed 150 hours per fiscal year collectively. All Union release time must be fully documented on employee timesheets.	Up to four (4) Union employees may be granted release time for Union business not to exceed one hundred fifty 150 hours per fiscal year collectively. All Union release time must be fully documented on employee timesheets.
Language Clean Up	The City will be presenting a future redline MOU that updates provisions within MOU to provide greater clarity on existing practices and regulatory compliance, ensuring adherence with current laws. All Association references to be changed to International Brotherhood of Electrical Workers (IBEW) Local 47 or Union.	The City will be presenting a future redline MOU that updates provisions within MOU to provide greater clarity on existing practices and regulatory compliance, ensuring adherence with current laws.

7. ATTACHMENTS

- Resolution No. 11663
- Resolution No. 11664

RESOLUTION NO. 11663

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE ESTABLISHING A LETTER OF UNDERSTANDING BETWEEN THE CITY OF ORANGE AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS IBEW LOCAL 47 WATER UNION EFFECTIVE JULY 1, 2025 THROUGH AND INCLUDING JUNE 30, 2027

WHEREAS, the City of Orange, hereinafter referred to as "City", and the International Brotherhood of Electrical Workers IBEW (IBEW) Local 47 Water bargaining unit, hereinafter referred to as "Union", collectively the "Parties", have met and conferred in accordance with 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, 2027 and the City Council desires to enter into a Letter of Understanding (LOU) setting forth specified terms and conditions of employment for the Union's covered employees for the period of July 1, 2025 through and including June 30, 2027; and

WHEREAS, the Parties agree to incorporate the provisions of this LOU into a new Memorandum of Understanding (MOU) at a future date in 2027, and until then all specified terms and conditions of employment in Resolution No. 11513 remain operative; and

WHEREAS, all salary ranges for the classifications covered herein must be authorized by the City Council and published by the City in order for the salary range to be considered pension-reportable, pursuant to California Public Employees' Retirement System law; and

WHEREAS, the City Council has consulted with the City Manager and Human Resources Director concerning the proposed employment terms contained in the attached LOU.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Orange that the attached LOU is approved and incorporated by reference as Exhibit A as though fully set forth herein and furthermore authorizes staff to adjust the departmental salary and benefit accounts in the FY26 and FY27 budget to reflect the cost of the contract provisions.

ADOPTED this _____ day of _____, 2026

_____

Daniel R. Slater, Mayor, City of Orange

ATTEST:

_____
Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

_____
Nathalie Adourian, City Attorney, City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Orange at a regular meeting thereof held on the ____ day of _____, 2026 by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

_____
Pamela Coleman, City Clerk, City of Orange

EXHIBIT A

A LETTER OF UNDERSTANDING ENTERED INTO BY AND BETWEEN THE CITY OF ORANGE AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS IBEW LOCAL 47 WATER UNION EFFECTIVE JULY 1, 2025 THROUGH AND INCLUDING JUNE 30, 2027

This Letter of Understanding (LOU) is entered into by and between the City of Orange (the City) and the International Brotherhood of Electrical Workers IBEW Local 47 Water (Union), collectively the "Parties". The LOU contains agreed upon terms and conditions of employment of the Union, including salary and benefit adjustments, for the period of July 1, 2025, through and including June 30, 2027.

The Parties have agreed to the following terms:

Term of Agreement
July 1, 2025 through and including June 30, 2027

Salary Increases
An across-the-board increase of two percent (2.0%) with retroactivity to June 29, 2025, and a three percent (3.0%) cost of living adjustment effective June 28, 2026 for all covered classifications as incorporated in Appendix A.

Medical
Amend Article XVI Section 1(A) by providing a $100.00 per month increase towards the family tier amount (from $2,095.00 to $2,195.00) effective May 31, 2026.

Holiday
Amend Article XI Section 1 to add the following: Nine (9) hours of floating holiday.

Amend Article XI to add a new Section 2:

> SECTION 2. FLOATING HOLIDAY. Nine (9) hours of floating holiday will accrue on January 1st of each year. Employees hired after January 1st of each year shall receive a prorated portion of the nine (9) hours. All floating holiday hours must be utilized by December 31st of the year in which they were accrued. Unused floating holiday hours shall be forfeited.
>
> Floating holiday hours shall be taken at the convenience of the City with approval of the Department Head. Probationary employees accrue, and are eligible to use, floating holiday and holiday hours according to the guidelines established in this Article, and/or, with approval of the Human Resources Director.

Upon separation from the City, any remaining portion of an employee's floating holiday hours shall be cashed out.

Probationary Employee Vacation Use
Amend Article XII Section 2 to allow probationary employees to use vacation accruals after completion of six (6) months of benefited active City service.

Educational Assistance/Professional Development
Amend Article XVII Section 3 to be "Educational Assistance/Professional Development." Educational Assistance and Professional Development payments to an employee shall not exceed $600.00 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. Purchases must be approved in advance by the Department Head and the Human Resources Director prior to registration. Employees with a future separation date on file are ineligible for this benefit.

No Furlough or No Layoffs
During the term of this agreement, the City shall not impose furloughs, reductions in work hours, or layoffs on any IBEW Water-represented employees. This provision shall sunset on June 30, 2027 and will no longer be applicable after this date.

Vacation Conversion
Modify vacation conversion provision pursuant to the Internal Revenue Code 451 (Constructive Receipt) which will change the mechanism to cash out vacation hours as follows:

An employee may convert up to 50% of their current annual vacation accrual into pay in lieu of time off with pay on an annual basis. An employee requesting such conversion must meet the eligibility requirements as set forth in Section 2 and may convert twice in a fiscal year, within the cap provisions stated above. Any exception to this provision requires the approval of the Human Resources Director.

On or before December 15, 2026, 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 2027 and every June and December thereafter. The City shall make the cash outs in the second paycheck in June and December. Such cash outs shall be paid at the employee's net salary hourly rate of pay.

On-site Training
Allow 60-90 minutes of on-site training related to the IBEW Code of Excellence, with City management staff.

Union Release Time and Tracking
Up to four (4) Union employees may be granted release time for Union business not to exceed one hundred fifty (150) hours per fiscal year collectively. All Union release time must be fully documented on employee timesheets.

Language Clean Up and Proposals
The City will be proposing and presenting a redlined MOU that updates provisions within the MOU to provide greater clarity on existing practices and regulatory compliance, ensuring adherence with current laws.

Memorandum of Understanding
The Parties agree to incorporate the provisions contained in this LOU into a successor Memorandum of Understanding (MOU) in 2027 and further agree that all terms within the existing MOU remain operative.

The Parties agree that except as specifically modified by this Amendment that this Amendment shall not modify any previously negotiated and agreed upon Memorandum of Understanding and that all such terms and conditions contained therein shall remain in full force and effect; notwithstanding the expiration of the term of any applicable MOU, IBEW-WATER shall be entitled to the salary increases set forth in such LOU as provided in Appendix A.

Ratification and Execution
The Parties acknowledge that this LOU shall not be in full force and effect until ratified by the Association and adopted by the City Council of the City of Orange. Subject to the foregoing, this LOU is hereby executed by the authorized representative of the City and IBEW-WATER and entered into on this _____ day of _____, 2026.

CITY OF ORANGE	**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS IBEW LOCAL 47 WATER**
Dated:_____	Dated:_____
By:_____ Monica Espinoza, Human Resources Director	By:_____ Colin Lavin, IBEW Local 47, Business Manager
By:_____ Trang Nguyen, Finance Director	By:_____ Dick Reed, IBEW Local 47, Asst. Business Manager
By:_____ Cody Kleen, Assistant HR Director	By:_____ Mike Clark, IBEW Local 47, Business Representative
By:_____ Erin Hodges, Senior HR Analyst	By:_____ Al Contreras, Water Plant Operator II

By:_____
Rafael Cadena, Human Resources Technician

By:_____
Shawn Donnelly, Water Maintenance Leadworker

By:_____
Hector Medina, Water Maintenance Leadworker

By:_____
Joshua Borden, Water Maintenance Leadworker

APPROVED AS TO FORM:

_____
Nathalie Adourian, City Attorney, City of Orange

APPENDIX A

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 47 WATER

EFFECTIVE JUNE 29, 2025
2.0% Across-the-Board Salary Increase

CLASSIFICATION	A/1	B/2	C/3	D/4	E/5	F/6
SKILLED MAINT WORKER - WATER	$61,080	$64,200	$67,476	$70,908	$74,532	$78,324
SR WATER METER SERVICE WORKER	$62,004	$65,160	$68,484	$71,976	$75,648	$79,512
WATER MAINTENANCE LEADWORKER	$67,488	$70,932	$74,544	$78,348	$82,344	$86,544
WATER MAINTENANCE WORKER I	$50,292	$52,848	$55,548	$58,380	$61,344	$64,488
WATER MAINTENANCE WORKER II	$55,548	$58,392	$61,368	$64,500	$67,800	$71,244
WATER METER SERVICE WORKER I	$52,332	$55,008	$57,804	$60,756	$63,852	$67,116
WATER METER SERVICE WORKER II	$57,816	$60,768	$63,864	$67,128	$70,548	$74,148
WATER PLANT OPERATOR I	$60,780	$63,876	$67,140	$70,560	$74,160	$77,940
WATER PLANT OPERATOR II	$67,152	$70,584	$74,172	$77,964	$81,936	$86,112
WATER YARD STOREKEEPER	$58,404	$61,380	$64,512	$67,800	$71,256	$74,892

EFFECTIVE JUNE 28, 2026
3.0% Cost of Living Adjustment

CLASSIFICATION	A/1	B/2	C/3	D/4	E/5	F/6
SKILLED MAINT WORKER - WATER	$64,171	$67,449	$70,891	$74,496	$78,304	$82,287
SR WATER METER SERVICE WORKER	$65,141	$68,457	$71,950	$75,618	$79,476	$83,535
WATER MAINTENANCE LEADWORKER	$70,903	$74,522	$78,316	$82,312	$86,511	$90,923
WATER MAINTENANCE WORKER I	$52,837	$55,522	$58,359	$61,334	$64,448	$67,751
WATER MAINTENANCE WORKER II	$58,359	$61,347	$64,473	$67,764	$71,231	$74,849
WATER METER SERVICE WORKER I	$54,980	$57,791	$60,729	$63,830	$67,083	$70,512
WATER METER SERVICE WORKER II	$60,741	$63,842	$67,095	$70,525	$74,118	$77,900
WATER PLANT OPERATOR I	$63,856	$67,109	$70,537	$74,130	$77,912	$81,884
WATER PLANT OPERATOR II	$70,550	$74,156	$77,925	$81,909	$86,082	$90,469
WATER YARD STOREKEEPER	$61,359	$64,486	$67,776	$71,231	$74,861	$78,682

RESOLUTION NO. 11664

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE ESTABLISHING A LETTER OF UNDERSTANDING BETWEEN THE CITY OF ORANGE AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS IBEW LOCAL 47 MAINTENANCE AND CRAFTS UNION EFFECTIVE JULY 1, 2025 THROUGH AND INCLUDING JUNE 30, 2027

WHEREAS, the City of Orange, acknowledges that the Orange Maintenance and Crafts Employees' Association (OMCEA) is now an affiliate of the International Brotherhood of Electrical Workers (IBEW) Local 47 – Maintenance & Crafts (IBEW-M&C) bargaining unit, effective April 3, 2025; and

WHEREAS, the City of Orange, hereinafter referred to as "City", and the International Brotherhood of Electrical Workers IBEW Local 47 Maintenance & Crafts bargaining unit, hereinafter referred to as "Union", collectively the "Parties", have met and conferred in accordance with 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, 2027 and the City Council desires to enter into a Letter of Understanding (LOU) setting forth specified terms and conditions of employment for the Union's covered employees for the period of July 1, 2025 through and including June 30, 2027; and

WHEREAS, the Parties agree to incorporate the provisions of this LOU into a new Memorandum of Understanding (MOU) at a future date, and until then all specified terms and conditions of employment in Resolution No. 11510 remain operative; and

WHEREAS, all salary ranges for the classifications covered herein must be authorized by the City Council and published by the City in order for the salary range to be considered pension-reportable, pursuant to California Public Employees' Retirement System law; and

WHEREAS, the City Council has consulted with the City Manager and Human Resources Director concerning the proposed employment terms contained in the attached LOU.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Orange that the attached LOU is approved and incorporated by reference as Exhibit A as though fully set forth herein and furthermore authorizes staff to adjust the departmental salary and benefit accounts in the FY26 and FY27 budgets to reflect the cost of the contract provisions.

ADOPTED this ____ day of _____, 2026

_____
Daniel R. Slater, Mayor, City of Orange

ATTEST:

_____
Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

_____
Nathalie Adourian, City Attorney, City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Orange at a regular meeting thereof held on the ____ day of _____, 2026 by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

_____
Pamela Coleman, City Clerk, City of Orange

EXHIBIT A

A LETTER OF UNDERSTANDING ENTERED INTO BY AND BETWEEN THE CITY OF ORANGE AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS IBEW LOCAL 47 - MAINTENANCE AND CRAFTS UNION EFFECTIVE JULY 1, 2025 THROUGH AND INCLUDING JUNE 30, 2027

This Letter of Understanding (LOU) is entered into by and between the City of Orange (the City) and the International Brotherhood of Electrical Workers IBEW Local 47 - Maintenance & Crafts (Union), collectively the "Parties". The LOU contains agreed upon terms and conditions of employment of the Union, including salary and benefit adjustments, for the period of July 1, 2025, through and including June 30, 2027.

The Parties have agreed to the following terms:

Term of Agreement
July 1, 2025 through and including June 30, 2027

Salary Increases
An across-the-board increase of two percent (2.0%) with retroactivity to June 29, 2025, and a three percent (3.0%) cost of living adjustment effective June 28, 2026 for all covered classifications as incorporated in Appendix A.

Medical
Amend Article XVI Section 1(A) by providing a $100.00 per month increase towards the family tier (from $2,095.00 to $2,195.00) effective May 31, 2026.

Holiday
Amend Article XI Section 1 to add the following: Nine (9) hours of floating holiday.

Amend Article XI to add a new Section 2:

> SECTION 2. FLOATING HOLIDAY. Nine (9) hours of floating holiday will accrue on January 1st of each year. Employees hired after January 1st of each year shall receive a prorated portion of the nine (9) hours. All floating holiday hours must be utilized by December 31st of the year in which they were accrued. Unused floating holiday hours shall be forfeited.
>
> Floating holiday hours shall be taken at the convenience of the City with approval of the Department Head. Probationary employees accrue, and are eligible to use, floating holiday and holiday hours according to the guidelines established in this Article, and/or, with approval of the Human Resources Director.

Upon separation from the City, any remaining portion of an employee's floating holiday hours shall be cashed out.

Uniforms
Amend Article XIX, Section 2(C) to include employees with a Home Department of Facilities.

Probationary Employee Vacation Use
Amend Article XII Section 2 to allow probationary employees to use vacation accruals after completion of six (6) months of benefited active City service.

Educational Assistance/Professional Development
Amend Article XVII Section 3 to be "Educational Assistance/Professional Development." Educational Assistance and Professional Development payments to an employee shall not exceed $750.00 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. Purchases must be approved in advance by the Department Head and the Human Resources Director prior to registration. Employees with a future separation date on file are ineligible for this benefit.

No Furlough or No Layoffs
During the term of this agreement, the City shall not impose furloughs, reductions in work hours, or layoffs on any IBEW-M&C - represented employees. This provision shall sunset on June 30, 2027 and will no longer be applicable after this date.

Vacation Conversion
Modify vacation conversion provision pursuant to the Internal Revenue Code 451 (Constructive Receipt) which will change the mechanism to cash out vacation hours as follows:

An employee may convert up to 50% of their current annual vacation accrual into pay in lieu of time off with pay on an annual basis. An employee requesting such conversion must meet the eligibility requirements as set forth in Section 2 and may convert twice in a fiscal year, within the cap provisions stated above. Any exception to this provision requires the approval of the Human Resources Director.

On or before December 15, 2026, 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 2027 and every June and December thereafter. The City shall make the cash outs in the second paycheck in June and December. Such cash outs shall be paid at the employee's net salary hourly rate of pay.

On-site Training
Allow 60-90 minutes of on-site training related to the IBEW Code of Excellence, with City management staff.

Union Release Time and Tracking
Up to four (4) Union employees may be granted release time for Union business not to exceed one hundred fifty (150) hours per fiscal year collectively. All Union release time must be fully documented on employee timesheets.

Language Clean Up and Proposals
The City will be proposing and presenting a redlined MOU that updates provisions within the MOU to provide greater clarity on existing practices and regulatory compliance, ensuring adherence with current laws.

All Association references shall be changed to International Brotherhood of Electrical Workers Local 47 (IBEW) or Union.

Memorandum of Understanding
The Parties agree that the provisions contained in this LOU shall be incorporated into a forthcoming successor Memorandum of Understanding (MOU) between the City and Union and further agree that all terms within the existing MOU remain operative.

The Parties agree that except as specifically modified by this Amendment that this Amendment shall not modify any previously negotiated and agreed upon Memorandum of Understanding and that all such terms and conditions contained therein shall remain in full force and effect; notwithstanding the expiration of the term of any applicable MOU, IBEW-M&C shall be entitled to the salary increases set forth in such LOU as provided in Appendix A.

Ratification and Execution
The Parties acknowledge that this LOU shall not be in full force and effect until ratified by the Union and adopted by the City Council of the City of Orange. Subject to the foregoing, this LOU is hereby executed by the authorized representative of the City and IBEW-M&C and entered into on this _____ day of _____, 2026.

CITY OF ORANGE	**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS IBEW LOCAL 47 - MAINTENANCE & CRAFTS**
Dated:_____	Dated:_____
By:_____ Monica Espinoza, Human Resources Director	By:_____ Colin Lavin, IBEW Local 47, Business Manager
By:_____ Trang Nguyen, Finance Director	By: _____ Dick Reed, IBEW Local 47, Asst. Business Manager

By:_____
Cody Kleen, Assistant HR Director

By:_____
Mike Clark, IBEW Local 47, Business Representative

By:_____
Christina Lopez, Senior HR Analyst

By:_____
Gonzalo Toledo, Public Works Maintenance Worker I

By:_____
Eric Figueroa, Human Resources Analyst I

By:_____
Jaime Gomez, Public Works Maintenance Leadworker

By:_____
Julian Bernal, Equipment Maintenance Leadworker

By:_____
Josh Garcia, Parks Maintenance Worker II

APPROVED AS TO FORM:

_____
Nathalie Adourian, City Attorney, City of Orange

APPENDIX A

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 47 MAINTENANCE & CRAFTS

EFFECTIVE JUNE 29, 2025
2.0% Across-the-Board Salary Increase

CLASSIFICATION	A/1	B/2	C/3	D/4	E/5	F/6
CUSTODIAN	$42,648	$44,832	$47,112	$49,524	$52,044	$54,696
EQUIPMENT MAINT LEADWORKER	$65,820	$69,192	$72,708	$76,428	$80,316	$84,420
EQUIPMENT MECHANIC I	$56,676	$59,568	$62,604	$65,796	$69,156	$72,684
EQUIPMENT MECHANIC II	$62,628	$65,820	$69,180	$72,708	$76,416	$80,304
EQUIPMENT OPERATOR	$60,180	$63,240	$66,480	$69,864	$73,416	$77,172
EQUIPMENT PARTS TECHNICIAN	$56,676	$59,568	$62,604	$65,796	$69,156	$72,684
LEAD CUSTODIAN	$49,548	$52,068	$54,720	$57,516	$60,444	$63,516
MAINTENANCE WORKER	$46,884	$49,284	$51,792	$54,444	$57,216	$60,132
PARKS MAINTENANCE LEADWORKER	$62,628	$65,820	$69,180	$72,708	$76,416	$80,304
PARKS MAINTENANCE WORKER I	$46,884	$49,284	$51,792	$54,444	$57,216	$60,132
PARKS MAINTENANCE WORKER II	$51,804	$54,456	$57,240	$60,156	$63,216	$66,444
PUBLIC WORKS MAINT LEADWORKER	$62,628	$65,820	$69,180	$72,708	$76,416	$80,304
PUBLIC WORKS MAINT WORKER I	$46,884	$49,284	$51,792	$54,444	$57,216	$60,132
PUBLIC WORKS MAINT WORKER II	$51,804	$54,456	$57,240	$60,156	$63,216	$66,444
SKILLED MAINT WKR-PUBLIC WORKS	$58,104	$61,068	$64,188	$67,464	$70,896	$74,520
SKILLED MAINT WRKR-FACILITIES	$58,104	$61,068	$64,188	$67,464	$70,896	$74,520
SKILLED MAINTENANCE LEADWORKER	$64,212	$67,476	$70,920	$74,544	$78,336	$82,332
SKILLED MAINTENANCE WRKR-PARKS	$58,104	$61,068	$64,188	$67,464	$70,896	$74,520

**Classification of Chemical Sprayer eliminated effective 06/29/2025 pursuant to FY26 budget adoption.*

APPENDIX A (CONTINUED)

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 47 MAINTENANCE & CRAFTS

EFFECTIVE JUNE 28, 2026
3.0% Cost of Living Adjustment

CLASSIFICATION	A/1	B/2	C/3	D/4	E/5	F/6
CUSTODIAN	$44,806	$47,101	$49,496	$52,029	$54,678	$57,464
EQUIPMENT MAINT LEADWORKER	$69,150	$72,693	$76,387	$80,296	$84,380	$88,691
EQUIPMENT MECHANIC I	$59,544	$62,582	$65,772	$69,125	$72,655	$76,362
EQUIPMENT MECHANIC II	$65,797	$69,150	$72,681	$76,387	$80,282	$84,367
EQUIPMENT OPERATOR	$63,226	$66,440	$69,844	$73,399	$77,131	$81,076
EQUIPMENT PARTS TECHNICIAN	$59,544	$62,582	$65,772	$69,125	$72,655	$76,362
LEAD CUSTODIAN	$52,055	$54,702	$57,488	$60,426	$63,503	$66,730
MAINTENANCE WORKER	$49,257	$51,778	$54,413	$57,199	$60,111	$63,175
PARKS MAINTENANCE LEADWORKER	$65,797	$69,150	$72,681	$76,387	$80,282	$84,367
PARKS MAINTENANCE WORKER I	$49,257	$51,778	$54,413	$57,199	$60,111	$63,175
PARKS MAINTENANCE WORKER II	$54,425	$57,211	$60,137	$63,200	$66,414	$69,806
PUBLIC WORKS MAINT LEADWORKER	$65,797	$69,150	$72,681	$76,387	$80,282	$84,367
PUBLIC WORKS MAINT WORKER I	$49,257	$51,778	$54,413	$57,199	$60,111	$63,175
PUBLIC WORKS MAINT WORKER II	$54,425	$57,211	$60,137	$63,200	$66,414	$69,806
SKILLED MAINT WKR-PUBLIC WORKS	$61,044	$64,158	$67,436	$70,877	$74,483	$78,290
SKILLED MAINT WRKR-FACILITIES	$61,044	$64,158	$67,436	$70,877	$74,483	$78,290
SKILLED MAINTENANCE LEADWORKER	$67,461	$70,891	$74,508	$78,316	$82,300	$86,498
SKILLED MAINTENANCE WRKR-PARKS	$61,044	$64,158	$67,436	$70,877	$74,483	$78,290

Agenda Item

Orange City Council

Item #: 3.26. 4/28/2026 **File #:** 26-0160

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Monica Espinoza, Human Resources Director**

1. SUBJECT

Letters of Understanding between the City of Orange and the Orange Municipal Employees' Association and the Orange Management Association

2. SUMMARY

Resolution No. 11668 establishes a Letter of Understanding between the City of Orange and the Orange Municipal Employees' Association effective July 1, 2026 through and including June 30, 2027.

Resolution No. 11675 establishes a Letter of Understanding between the City of Orange and the Orange Management Association effective July 1, 2026 through and including June 30, 2027.

3. RECOMMENDED ACTION

1. Adopt Resolution No. 11668. A Resolution of the City Council of the City of Orange establishing a Letter of Understanding between the City of Orange and the Orange Municipal Employees Association effective July 1, 2026 through and including June 30, 2027.

2. Adopt Resolution No. 11675. A Resolution of the City Council of the City of Orange establishing a Letter of Understanding between the City of Orange and the Orange Management Association effective July 1, 2026 through and including June 30, 2027.

4. FISCAL IMPACT

Orange Municipal Employees' Association: The total cost is approximately $340,300, of which $276,100 is funded through the General Fund.

Orange Management Association: The total cost is approximately $195,500, of which $121,600 is funded through the General Fund.

These adjustments are included in the FY27 budget.

5. STRATEGIC PLAN GOALS

Goal 1: Maintain Strong Emergency and Safety Services

Goal 4: Improve Employee Retention and Recruitment

6. DISCUSSION AND BACKGROUND

In February 2026, the City began the collective bargaining process with the Orange Municipal Employees' Association and the Orange Management Associations, collectively the "Parties". The current contracts between the Parties expire on June 30, 2026.

The Parties agree to incorporate these provisions into future Memoranda of Understanding in 2027. Until such time, all specified terms and conditions of employment set forth in Resolution Nos. 11629 and 11632 shall remain in full force and effect through and including June 30, 2027. Elements of the one-year contract extension include:

TERM	July 1, 2026 - June 30, 2027.
COMPENSATION	Effective June 28, 2026, 3.0% cost of living adjustment to base salary effective June 28, 2026. Annual Salary Tables are attached as Appendix A.
NO FURLOUGHS OR LAYOFFS	During the term of these Agreements, the City shall not impose furloughs, reduction in work hours, or layoffs on any Association represented employees. This provision shall sunset on June 30, 2027 and will no longer be applicable after this date.
LABOR - MANAGEMENT WORKING GROUP	During the term of these Agreements, the City and the Associations agree to establish a joint labor-management working group to evaluate and develop recommendations regarding alternative work schedules, including 4/10 work schedules, and telecommuting opportunities for eligible classifications represented by the Associations. The working group shall convene within ninety (90) days of ratification of the LOU and meet regularly as mutually agreed.
LANGUAGE CLEANUP	OMA & OMEA: Modify Vacation Conversion provision pursuant to Internal Revenue Code 451 (Constructive Receipt). OMEA: The City will compensate its employees overtime in accordance with the current MOU, portal-to-portal, while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response during a City Manager-declared emergency.

PARITY AGREEMENT	Due to the unique circumstances of these negotiations, in the event any other bargaining group negotiates and receives any other monetary compensation increase during the term of this Agreement, including but not limited to specialty pays, incentive pays, premium pays, stipends, educational incentives, certification pay, longevity pay adjustments, one-time payments, bonuses, uniform allowances, holiday pay, or any other form of compensation that increases total cash remuneration, such increase(s) shall likewise be provided to members of the Orange Management Association and the Orange Municipal Employees' Association under the same effective date, percentage or monetary value, and equivalent terms and conditions, unless expressly excluded by mutual written Agreement of the Parties.

Both Associations took these terms to a vote of their membership and ratified the Tentative Agreements. City Council approval is required to finalize these Agreements in the form of a Letter of Understanding.

7. ATTACHMENTS

- Resolution No. 11668
- Resolution No. 11675

Agenda Item

Orange City Council

Item #: 3.26. 4/28/2026 **File #:** 26-0160

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Monica Espinoza, Human Resources Director**

1. SUBJECT

Letters of Understanding between the City of Orange and the Orange Municipal Employees' Association and the Orange Management Association

2. SUMMARY

Resolution No. 11668 establishes a Letter of Understanding between the City of Orange and the Orange Municipal Employees' Association effective July 1, 2026 through and including June 30, 2027.

Resolution No. 11675 establishes a Letter of Understanding between the City of Orange and the Orange Management Association effective July 1, 2026 through and including June 30, 2027.

3. RECOMMENDED ACTION

1. Adopt Resolution No. 11668. A Resolution of the City Council of the City of Orange establishing a Letter of Understanding between the City of Orange and the Orange Municipal Employees Association effective July 1, 2026 through and including June 30, 2027.

2. Adopt Resolution No. 11675. A Resolution of the City Council of the City of Orange establishing a Letter of Understanding between the City of Orange and the Orange Management Association effective July 1, 2026 through and including June 30, 2027.

4. FISCAL IMPACT

Orange Municipal Employees' Association: The total cost is approximately $340,300, of which $276,100 is funded through the General Fund.

Orange Management Association: The total cost is approximately $195,500, of which $121,600 is funded through the General Fund.

These adjustments are included in the FY27 budget.

5. STRATEGIC PLAN GOALS

Goal 1: Maintain Strong Emergency and Safety Services

Goal 4: Improve Employee Retention and Recruitment

6. DISCUSSION AND BACKGROUND

In February 2026, the City began the collective bargaining process with the Orange Municipal Employees' Association and the Orange Management Associations, collectively the "Parties". The current contracts between the Parties expire on June 30, 2026.

The Parties agree to incorporate these provisions into future Memoranda of Understanding in 2027. Until such time, all specified terms and conditions of employment set forth in Resolution Nos. 11629 and 11632 shall remain in full force and effect through and including June 30, 2027. Elements of the one-year contract extension include:

TERM	July 1, 2026 - June 30, 2027.
COMPENSATION	Effective June 28, 2026, 3.0% cost of living adjustment to base salary effective June 28, 2026. Annual Salary Tables are attached as Appendix A.
NO FURLOUGHS OR LAYOFFS	During the term of these Agreements, the City shall not impose furloughs, reduction in work hours, or layoffs on any Association represented employees. This provision shall sunset on June 30, 2027 and will no longer be applicable after this date.
LABOR - MANAGEMENT WORKING GROUP	During the term of these Agreements, the City and the Associations agree to establish a joint labor-management working group to evaluate and develop recommendations regarding alternative work schedules, including 4/10 work schedules, and telecommuting opportunities for eligible classifications represented by the Associations. The working group shall convene within ninety (90) days of ratification of the LOU and meet regularly as mutually agreed.
LANGUAGE CLEANUP	OMA & OMEA: Modify Vacation Conversion provision pursuant to Internal Revenue Code 451 (Constructive Receipt). OMEA: The City will compensate its employees overtime in accordance with the current MOU, portal-to-portal, while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response during a City Manager-declared emergency.

PARITY AGREEMENT	Due to the unique circumstances of these negotiations, in the event any other bargaining group negotiates and receives any other monetary compensation increase during the term of this Agreement, including but not limited to specialty pays, incentive pays, premium pays, stipends, educational incentives, certification pay, longevity pay adjustments, one-time payments, bonuses, uniform allowances, holiday pay, or any other form of compensation that increases total cash remuneration, such increase(s) shall likewise be provided to members of the Orange Management Association and the Orange Municipal Employees' Association under the same effective date, percentage or monetary value, and equivalent terms and conditions, unless expressly excluded by mutual written Agreement of the Parties.

Both Associations took these terms to a vote of their membership and ratified the Tentative Agreements. City Council approval is required to finalize these Agreements in the form of a Letter of Understanding.

7. ATTACHMENTS

- Resolution No. 11668
- Resolution No. 11675

RESOLUTION NO. 11668

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE ESTABLISHING A LETTER OF UNDERSTANDING BETWEEN THE CITY OF ORANGE AND THE ORANGE MUNICIPAL EMPLOYEES ASSOCIATION EFFECTIVE JULY 1, 2026 THROUGH AND INCLUDING JUNE 30, 2027

WHEREAS, the City of Orange, hereinafter referred to as "City", and the Orange Municipal Employees' Association bargaining unit, hereinafter referred to as "Association", collectively the "Parties", have met and conferred in accordance with 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, 2026 through and including June 30, 2027 and the City Council desires to enter into a Letter of Understanding (LOU) setting forth specified terms and conditions of employment for the Association's covered employees for the period of July 1, 2026 through and including June 30, 2027; and

WHEREAS, the Parties agree to incorporate the provisions of this LOU into a new Memorandum of Understanding (MOU) at a future date, and until then all specified terms and conditions of employment in Resolution No. 11629 remain operative; and

WHEREAS, all salary ranges for the classifications covered herein must be authorized by the City Council and published by the City in order for the salary range to be considered pension-reportable, pursuant to California Public Employees' Retirement System law; and

WHEREAS, the City Council has consulted with the City Manager and Human Resources Director concerning the proposed employment terms contained in the attached LOU.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Orange that the attached LOU is approved and incorporated by reference as Exhibit A as though fully set forth herein and furthermore authorizes staff to adjust the departmental salary and benefit accounts in the FY27 budget to reflect the cost of the contract provisions.

ADOPTED this ____ day of _____, 2026

_____

Daniel R. Slater, Mayor, City of Orange

ATTEST:

_____
Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

_____
Nathalie Adourian, City Attorney,
City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Orange at a regular meeting thereof held on the ____ day of _____, 2026 by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

_____
Pamela Coleman, City Clerk, City of Orange

EXHIBIT A

A LETTER OF UNDERSTANDING ENTERED INTO BY AND BETWEEN THE CITY OF ORANGE AND THE ORANGE MUNICIPAL EMPLOYEES' ASSOCIATION EFFECTIVE JULY 1, 2026 THROUGH AND INCLUDING JUNE 30, 2027

This Letter of Understanding (LOU) is entered into by and between the City of Orange (the City) and the Orange Municipal Employees' Association (Association), collectively the "Parties". The LOU contains agreed upon terms and conditions of employment of the Association, including salary and benefit adjustments, for the period of July 1, 2026, through and including June 30, 2027.

In February 2026, the City and the Association met and engaged in the Meet and Confer process to establish its next contract. These discussions resulted in this LOU between the City and the Association, who have agreed to the following terms:

Term of Agreement
July 1, 2026 through and including June 30, 2027.

Salary Increases
Effective June 28, 2026, provide a three percent (3.0%) Cost of Living Adjustment to base salary for all covered classifications as incorporated in Appendix A.

No Furloughs or Layoffs
The City shall not implement any furloughs or layoffs against any unit members during the term of this agreement.

Labor-Management Working Group
During the term of this agreement, the City and the Association agree to establish a joint labor-management working group to evaluate and develop recommendations regarding alternative work schedules, including 4/10 work schedules, and telecommuting opportunities for eligible classifications represented by the Association. The working group shall convene within ninety (90) days of ratification of the LOU and meet regularly as mutually agreed.

Reimbursement from California Office of Emergency Services (Cal-OES)
The City will compensate its employees overtime in accordance with the current MOU, portal-to-portal, while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response during a City Manager-declared emergency.

Vacation Conversion
Amend Article XII Section 3 Vacation Conversion to implement Constructive Receipt language pursuant to the Internal Revenue Code. Revised Article to read:

An employee may convert up to fifty percent (50%) of their current annual vacation accrual into cash in lieu of time off with pay on an annual basis. An employee requesting such a conversion may convert twice in a fiscal year, however, the total amount converted per fiscal year shall not exceed fifty percent (50%) of the employee's annual accrual. Employees serving their initial hire probationary period shall not be eligible for vacation conversion.

On or before December 15, 2026, 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 2027 and every June and December thereafter. The City shall make the cash outs in the second paycheck in June and December. Such cash outs shall be paid at the employee's net rate of pay.

Me-Too Parity Clause

Due to the unique circumstances of these negotiations, in the event any other bargaining group negotiates and receives any other monetary compensation increase during the term of this Agreement, including but not limited to specialty pays, incentive pays, premium pays, stipends, educational incentives, certification pay, longevity pay adjustments, one-time payments, bonuses, uniform allowances, holiday pay, or any other form of compensation that increases total cash remuneration, such increase(s) shall likewise be provided to members of the Orange Municipal Employees' Association under the same effective date, percentage or monetary value, and equivalent terms and conditions, unless expressly excluded by mutual written agreement of the Parties.

Memorandum of Understanding

The Parties agree to incorporate the provisions contained in this LOU into a successor Memorandum of Understanding (MOU) in 2027 and further agree that all terms within the existing MOU remain operative.

The Parties agree that except as specifically modified by this Amendment that this Amendment shall not modify any previously negotiated and agreed upon Memorandum of Understanding and that all such terms and conditions contained therein shall remain in full force and effect; notwithstanding the expiration of the term of any applicable MOU, the Association shall be entitled to the salary increases set forth in such LOU as provided in Appendix A.

Ratification and Execution

The Parties acknowledge that this LOU shall not be in full force and effect until ratified by the Association and adopted by the City Council of the City of Orange. Subject to the foregoing, this LOU is hereby executed by the authorized representative of the City and the Association and entered into on this _____ day of _____, 2026.

CITY OF ORANGE

Dated:_____

By:_____
Monica Espinoza, Human Resources Director

By:_____
Cody Kleen, Asst. Human Resources Director

ORANGE MUNICIPAL EMPLOYEES' ASSOCIATION

Dated:_____

By: _____
John Ferry, President

By: _____
Kerensa Schupmann, OCEA Representative

APPROVED AS TO FORM:

_____
Nathalie Adourian, City Attorney, City of Orange

APPENDIX A

ORANGE MUNICIPAL EMPLOYEES' ASSOCIATION
ANNUAL SALARY RANGES

EFFECTIVE JUNE 28, 2026
3.0% Cost of Living Adjustment

CLASSIFICATION	A/1	B/2	C/3	D/4	E/5	F/6
ACCOUNTANT	$78,350	$82,355	$86,545	$90,957	$95,605	$100,474
ADMINISTRATIVE ASSISTANT	$60,453	$63,543	$66,781	$70,180	$73,764	$77,522
ADMINISTRATIVE SPECIALIST	$59,847	$62,900	$97,014	$69,488	$73,023	$76,756
ASSISTANT ENGINEER	$90,537	$95,172	$100,005	$105,109	$110,474	$116,110
ASSISTANT PLANNER	$73,431	$77,176	$81,119	$85,247	$89,598	$94,171
ASSOCIATE CIVIL ENGINEER	$101,550	$106,741	$112,155	$117,890	$123,909	$130,213
ASSOCIATE ENGINEER	$101,550	$106,741	$112,155	$117,890	$123,909	$130,213
ASSOCIATE PLANNER	$87,435	$91,909	$96,581	$101,513	$106,692	$112,118
BUILDING INSPECTOR	$73,802	$77,559	$81,527	$85,667	$90,043	$94,641
BUSINESS LICENSE INSPECTOR	$69,513	$73,060	$76,780	$80,698	$84,814	$89,140
BUYER	$72,343	$76,039	$79,907	$83,986	$88,275	$92,762
CODE COMPLIANCE OFFICER	$71,626	$75,272	$79,116	$83,146	$87,385	$91,847
COMBINATION BUILDING INSPECTOR	$77,571	$81,527	$85,692	$90,055	$94,653	$99,486
CONSTRUCTION INSPECTOR I	$67,127	$70,551	$74,148	$77,930	$81,910	$86,087
CONSTRUCTION INSPECTOR II	$74,172	$77,955	$81,934	$86,100	$90,500	$95,110
CONTRACT ADMINISTRATOR	$90,537	$95,172	$100,005	$105,109	$110,474	$116,110
ENGINEERING TECHNICIAN I	$63,543	$66,781	$101,092	$73,777	$77,534	$81,489
ENGINEERING TECHNICIAN II	$70,205	$73,789	$77,547	$81,514	$85,655	$90,030
ENVIRONMENTAL COMPLNCE SPECLST	$71,626	$75,272	$79,116	$83,146	$87,385	$91,847
ENVIRONMENTAL SCIENTIST	$101,550	$106,741	$112,155	$117,890	$123,909	$130,213
FINANCE ASSISTANT	$64,507	$67,795	$71,255	$74,889	$78,708	$82,713
FINANCE CLERK	$54,174	$56,930	$59,835	$62,888	$66,101	$69,463
GIS ANALYST	$101,550	$106,741	$112,155	$117,890	$123,909	$130,213
HOUSING SPECIALIST	$71,626	$75,272	$79,116	$83,146	$87,385	$91,847
HUMAN RESOURCES TECHNICIAN	$62,912	$66,126	$69,500	$73,035	$76,768	$80,674
LEAD BUSINESS LICENSE INSPECTR	$73,060	$76,793	$80,711	$84,827	$89,153	$93,701
LEAD FINANCE CLERK	$73,060	$76,793	$80,711	$84,827	$89,153	$93,701
LIBRARIAN I	$65,471	$68,820	$72,318	$76,014	$79,883	$83,961
LIBRARIAN II	$72,343	$76,039	$79,907	$83,986	$88,275	$92,762
LIBRARIAN III	$79,932	$83,999	$88,300	$92,799	$97,520	$102,501
LIBRARY ASSISTANT	$53,630	$56,374	$59,241	$62,270	$65,446	$68,783
LIBRARY CLERK	$42,642	$44,817	$47,092	$49,502	$52,023	$54,668
LIBRARY LITERACY COORDINATOR	$65,471	$68,820	$72,318	$76,014	$79,883	$83,961
LIBRARY PAGE	$36,895	$38,786	$40,751	$42,840	$45,015	$47,314
LIBRARY SUPPORT SERVICES ASST	$53,630	$56,374	$59,241	$62,270	$65,446	$68,783
LIBRARY TECHNOLOGY ASSISTANT	$53,630	$56,374	$59,241	$62,270	$65,446	$68,783
LIBRARY TECHNOLOGY COORDINATOR	$72,343	$76,039	$79,907	$83,986	$88,275	$92,762
LIBRARY TECHNOLOGY SPECIALIST	$65,471	$68,820	$72,318	$76,014	$79,883	$83,961

APPENDIX A (CONTINUED)

ORANGE MUNICIPAL EMPLOYEES' ASSOCIATION
ANNUAL SALARY RANGES

CLASSIFICATION	A/1	B/2	C/3	D/4	E/5	F/6
LIBRARY VOLUNTEER COORDINATOR	$60,453	$63,543	$66,781	$70,180	$73,764	$77,522
OFFICE ASSISTANT	$47,116	$49,514	$52,036	$54,693	$57,474	$60,403
PAYROLL TECHNICIAN	$73,060	$76,793	$80,711	$84,827	$89,153	$93,701
PERMIT TECHNICIAN	$60,453	$63,543	$66,781	$70,180	$73,764	$77,522
PLAN CHECK ENGINEER	$90,537	$95,172	$100,005	$105,109	$110,474	$116,110
PLANNING TECHNICIAN	$63,234	$66,447	$69,846	$73,406	$77,151	$81,082
PROJECT ENGINEER	$95,172	$100,042	$105,122	$110,498	$116,135	$122,043
REC SERVICES COORDINATOR	$65,805	$69,154	$72,689	$76,397	$80,291	$84,382
SENIOR CODE COMPLIANCE OFFICER	$79,141	$83,170	$87,422	$91,872	$96,556	$101,488
SENIOR FINANCE CLERK	$59,847	$62,900	$66,114	$69,488	$73,023	$76,756
SENIOR LIBRARY CLERK	$49,514	$52,048	$54,705	$57,486	$88,226	$63,506
SENIOR OFFICE ASSISTANT	$52,060	$54,705	$57,499	$60,440	$63,506	$66,756
SENIOR PERMIT TECHNICIAN	$66,793	$70,205	$73,777	$77,547	$81,502	$85,655
SR COMBINATION BUILDING INSPCT	$85,717	$90,092	$94,665	$99,498	$104,578	$109,905
SR TRAFFIC SIGNAL TECHNICIAN	$85,717	$90,092	$94,665	$99,498	$104,578	$109,905
STOCK CLERK	$49,279	$51,788	$54,433	$57,202	$60,119	$63,184
TRAFFIC MGMT CENTER TECHNICIAN	$85,717	$90,092	$94,665	$99,498	$104,578	$109,905
TRAFFIC SIGNAL TECHNICIAN I	$63,543	$66,781	$70,192	$73,777	$77,534	$81,489
TRAFFIC SIGNAL TECHNICIAN II	$70,205	$73,789	$77,547	$81,514	$85,655	$90,030
TRANSPORTATION ANALYST	$101,550	$106,741	$112,155	$117,890	$123,909	$130,213
WAREHOUSE/INVENTORY SPECIALIST	$65,805	$69,154	$72,689	$76,397	$80,291	$84,382

RESOLUTION NO. 11675

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE ESTABLISHING A LETTER OF UNDERSTANDING BETWEEN THE CITY OF ORANGE AND THE ORANGE MANAGEMENT ASSOCIATION EFFECTIVE JULY 1, 2026 THROUGH AND INCLUDING JUNE 30, 2027

WHEREAS, the City of Orange, hereinafter referred to as "City", and the Orange Management Association bargaining unit, hereinafter referred to as "Association", collectively the "Parties", have met and conferred in accordance with 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, 2026, through and including June 30, 2027, and the City Council desires to enter into a Letter of Understanding (LOU) setting forth specified terms and conditions of employment for the Association's covered employees for the period of July 1, 2026, through and including June 30, 2027; and

WHEREAS, the Parties agree to incorporate the provisions of this LOU into a new Memorandum of Understanding (MOU) at a future date, and until then all specified terms and conditions of employment in Resolution No. 11632 remain operative; and

WHEREAS, all salary ranges for the classifications covered herein must be authorized by the City Council and published by the City in order for the salary range to be considered pension-reportable, pursuant to California Public Employees' Retirement System law; and

WHEREAS, the City Council has consulted with the City Manager and Human Resources Director concerning the proposed employment terms contained in the attached LOU;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Orange that the attached LOU is approved and incorporated by reference as Exhibit A as though fully set forth herein and furthermore authorizes staff to adjust the departmental salary and benefit accounts in the FY27 budget to reflect the cost of the contract provisions.

ADOPTED this ____ day of _____, 2026

_____

Daniel R. Slater, Mayor, City of Orange

ATTEST:

_____
Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

_____
Nathalie Adourian, City Attorney, City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Orange at a regular meeting thereof held on the ____ day of _____, 2026 by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

_____
Pamela Coleman, City Clerk, City of Orange

EXHIBIT A

A LETTER OF UNDERSTANDING ENTERED INTO BY AND BETWEEN THE CITY OF ORANGE AND THE ORANGE MANAGEMENT ASSOCIATION EFFECTIVE JULY 1, 2026 THROUGH AND INCLUDING JUNE 30, 2027

This Letter of Understanding (LOU) is entered into by and between the City of Orange (the City) and the Orange Management Association (Association), collectively the "Parties". The LOU contains agreed upon terms and conditions of employment of the Association, including salary and benefit adjustments, for the period of July 1, 2026, through and including June 30, 2027.

In February 2026, the City and the Association met and engaged in the Meet and Confer process to establish its next contract. These discussions resulted in this LOU between the City and the Association, who have agreed to the following terms:

Term of Agreement
July 1, 2026, through and including June 30, 2027.

Salary Increases
Effective June 28, 2026, provide a three percent (3.0%) Cost of Living Adjustment to base salary for all covered classifications as incorporated in Appendix A.

No Furloughs or Layoffs
During the term of this agreement, the City shall not impose furloughs, reduction in work hours, or layoffs on any Association represented employees. This provision shall sunset on June 30, 2027, and will no longer be applicable after this date.

Labor-Management Working Group
During the term of this agreement, the City and the Association agree to establish a joint labor-management working group to evaluate and develop recommendations regarding alternative work schedules, including 4/10 work schedules, and telecommuting opportunities for eligible classifications represented by the Association. The working group shall convene within ninety (90) days of ratification of the LOU and meet regularly as mutually agreed.

Vacation Conversion
Amend Article XII Section 3 Vacation Conversion to implement Constructive Receipt language pursuant to the Internal Revenue Code. Revised Article to read:

An employee may convert up to 50% of their current annual vacation accrual into pay in lieu of time off with pay on an annual basis. An employee requesting such conversion must meet the eligibility requirements as set forth in Section 2 and may convert twice in a fiscal year, within the cap provisions stated above. Any exception to this provision requires the approval of the Human Resources Director.

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 a 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 paycheck in June and December. Such cash outs shall be paid at the employee's net salary hourly rate of pay.

Me-Too Parity Clause

Due to the unique circumstances of these negotiations, in the event any other bargaining group negotiates and receives any other monetary compensation increase during the term of this Agreement, including but not limited to specialty pays, incentive pays, premium pays, stipends, educational incentives, certification pay, longevity pay adjustments, one-time payments, bonuses, uniform allowances, holiday pay, or any other form of compensation that increases total cash remuneration, such increase(s) shall likewise be provided to members of the Orange Management Association under the same effective date, percentage or monetary value, and equivalent terms and conditions, unless expressly excluded by mutual written agreement of the Parties.

Memorandum of Understanding

The Parties agree to incorporate the provisions contained in this LOU into a successor Memorandum of Understanding (MOU) in 2027 and further agree that all terms within the existing MOU remain operative.

The Parties agree that except as specifically modified by this Amendment that this Amendment shall not modify any previously negotiated and agreed upon Memorandum of Understanding and that all such terms and conditions contained therein shall remain in full force and effect; notwithstanding the expiration of the term of any applicable MOU, the Association shall be entitled to the salary increases set forth in such LOU as provided in Appendix A.

Ratification and Execution

The Parties acknowledge that this LOU shall not be in full force and effect until ratified by the Association and adopted by the City Council of the City of Orange. Subject to the foregoing, this LOU is hereby executed by the authorized representative of the City and the Association and entered into on this _____ day of _____, 2026.

CITY OF ORANGE

Dated:_____

By:_____
Monica Espinoza, Human Resources Director

By:_____
Cody Kleen, Asst. Human Resources Director

ORANGE MANAGEMENT ASSOCIATION

Dated:_____

By: _____
Lisa Tamburelli, President

By: _____
Michelle Rubio, OCEA Representative

APPROVED AS TO FORM:

_____
Nathalie Adourian, City Attorney, City of Orange

APPENDIX A

ORANGE MANAGEMENT ASSOCIATION
ANNUAL SALARY RANGES

EFFECTIVE JUNE 28, 2026
3.0% Cost of Living Adjustment

CLASSIFICATION	A/1	B/2	C/3	D/4	E/5	F/6
BUILDING INSPECTION SUPERVISOR	$90,092	$94,702	$99,510	$104,590	$109,930	$115,529
CODE COMPLIANCE MANAGER	$112,204	$117,939	$123,934	$130,262	$136,912	$143,883
CODE COMPLIANCE SUPERVISOR	$90,092	$94,702	$99,510	$104,590	$109,930	$115,529
CONSTRUCTION INSPECTION SUPV	$85,284	$89,647	$94,196	$99,004	$104,059	$109,361
DEVELOPMENT PROJECT MANAGER	$90,537	$95,172	$100,005	$105,109	$110,474	$116,110
DIGITAL MARKETING COORDINATOR	$79,537	$83,591	$87,855	$92,329	$97,038	$101,995
ENVIRONMENTAL PROGRAM MANAGER	$117,346	$123,353	$129,619	$136,232	$143,191	$150,483
EQUIPMENT MAINT SUPERVISOR	$89,647	$94,233	$99,016	$104,071	$109,386	$114,948
FACILITIES MAINT SUPERVISOR	$85,284	$89,647	$94,196	$99,004	$104,059	$109,361
FINANCE COORDINATOR	$79,932	$83,999	$88,300	$92,799	$97,520	$102,501
FINANCE SUPERVISOR	$88,312	$92,824	$97,545	$102,526	$107,754	$113,242
HISTORIC PRESERVATION PLANNER	$101,550	$106,741	$112,155	$117,890	$123,909	$130,213
INFORMATION TECH SUPERVISOR	$90,092	$94,702	$99,510	$104,590	$109,920	$115,529
INFORMATION TECHNOLOGY SPECLST	$79,537	$83,591	$87,855	$92,329	$97,038	$101,995
LANDSCAPE COORDINATOR	$90,537	$95,172	$100,005	$105,109	$110,474	$116,110
LEGAL ASSISTANT	$69,513	$73,060	$76,780	$80,698	$84,814	$89,140
LIBRARY MANAGER I	$91,909	$96,606	$101,513	$106,704	$112,142	$117,853
LIBRARY MANAGER II	$96,618	$101,550	$106,704	$112,155	$117,890	$123,884
LIBRARY TECH/SUPPORT SVCS MGR	$96,618	$101,550	$106,704	$112,155	$117,890	$123,884
PARKS MAINTENANCE SUPERVISOR	$85,284	$89,647	$94,196	$99,004	$104,059	$109,361
PAYROLL SPECIALIST	$76,805	$80,711	$84,839	$89,165	$93,714	$98,497
PERMIT SUPERVISOR	$85,284	$89,647	$94,196	$99,004	$104,059	$109,361
PROJECT DEVELOPMENT COORDINATR	$90,537	$95,172	$100,005	$105,109	$110,474	$116,110
PUBLIC WORKS MAINT SUPERVISOR	$85,284	$89,647	$94,196	$99,004	$104,059	$109,361
RECORDS COORDINATOR	$74,172	$77,955	$81,934	$86,100	$90,500	$95,110
RECREATION SERVICES SUPERVISOR	$87,435	$91,909	$96,581	$101,513	$106,692	$112,118
SENIOR ACCOUNTANT	$86,569	$90,994	$95,617	$100,499	$105,629	$111,005
SENIOR BUYER	$79,932	$83,999	$88,300	$92,799	$97,520	$102,501
SENIOR CIVIL ENGINEER	$117,346	$123,353	$129,619	$136,232	$143,191	$150,483
SENIOR CONTRACT ADMINISTRATOR	$100,042	$105,147	$110,498	$116,147	$122,080	$128,284
SENIOR GIS ANALYST	$112,204	$117,939	$123,934	$130,262	$136,912	$143,883
SENIOR LANDSCAPE COORDINATOR	$100,042	$105,147	$110,498	$116,147	$122,080	$128,284
SENIOR LEGAL ASSISTANT	$76,805	$80,711	$84,839	$89,165	$93,714	$98,497
SENIOR PAYROLL SPECIALIST	$80,723	$84,851	$89,177	$93,726	$98,509	$103,540
SENIOR PLAN CHECK ENGINEER	$117,346	$123,353	$129,619	$136,232	$143,191	$150,483
SENIOR PLANNER	$101,550	$106,741	$112,155	$117,890	$123,909	$130,213
SR FIRE INSPECTION SPECIALIST	$94,702	$99,547	$104,603	$109,942	$115,554	$121,437

APPENDIX A (CONTINUED)

ORANGE MANAGEMENT ASSOCIATION
ANNUAL SALARY RANGES

CLASSIFICATION	A/1	B/2	C/3	D/4	E/5	F/6
SR WATER QUALITY INSPECTOR	$85,284	$89,647	$94,196	$99,004	$104,059	$109,361
TRAFFIC OPERATIONS SUPRNTENDNT	$94,233	$99,053	$104,084	$109,398	$114,973	$120,831
TREE SERVICES COORDINATOR	$90,537	$95,172	$100,005	$105,109	$110,474	$116,110
WATER MAINTENANCE SUPERVISOR	$85,284	$89,647	$94,196	$99,004	$104,059	$109,361
WATER QUALITY INSPECTOR	$77,188	$81,119	$85,259	$89,610	$94,183	$98,979

Agenda Item

Orange City Council

Item #: 3.27. 4/28/2026 **File #:** 26-0216

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Alan Velasco, Fire Chief**

1. SUBJECT

Adoption of the 2025 City of Orange Local Hazard Mitigation Plan

2. SUMMARY

The City of Orange has completed an update to its Local Hazard Mitigation Plan, consistent with federal requirements under the Disaster Mitigation Act of 2000. The Local Hazard Mitigation Plan identifies hazards, vulnerabilities, and mitigation strategies to reduce long-term risk to people, property, and critical infrastructure.

The Plan has been submitted to the Federal Emergency Management Agency for review and is currently pending approval. Adoption of the Local Hazard Mitigation Plan at this time allows the City to maintain eligibility for federal hazard mitigation grant funding. The Resolution includes Federal Emergency Management Agency-required language allowing for adoption prior to final approval, with the understanding that any required revisions will not necessitate re-adoption.

3. RECOMMENDED ACTION

Adopt Resolution No. 11666. A Resolution of the City Council of the City of Orange adopting the 2025 Local Hazard Mitigation Plan.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 1: Maintain Strong Emergency and Safety Services

Objective1.12: Update the Local Hazard Mitigation Plan to enhance emergency management planning capabilities

6. DISCUSSION AND BACKGROUND

The Disaster Mitigation Act of 2000 requires local jurisdictions to adopt a Federal Emergency Management Agency (FEMA)-approved hazard mitigation plan to remain eligible for federal mitigation funding. The City of Orange's 2025 Local Hazard Mitigation Plan (LHMP) is a comprehensive update to the prior plan and was developed in coordination with City departments, stakeholders, and the public.

The LHMP includes:

- A hazard identification and risk assessment
- Vulnerability analysis of City assets and populations
- Mitigation goals and actions
- Integration with the City's Emergency Operations Plan (EOP) and General Plan Safety Element

The Plan has been submitted to FEMA and is currently under review. FEMA allows jurisdictions to adopt plans prior to final approval, provided the resolution includes language acknowledging that revisions may be required. This ensures there is no lapse in grant eligibility.

Upon FEMA approval, the LHMP will become effective for a five-year period. Any future updates will require separate Council adoption.

7. ATTACHMENTS

- Resolution No. 11666
- 2025 City of Orange Local Hazard Mitigation Plan

Agenda Item

Orange City Council

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Adopt Resolution No. 11666. A Resolution of the City Council of the City of Orange adopting the 2025 Local Hazard Mitigation Plan.

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None.

5. STRATEGIC PLAN GOALS

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The Plan has been submitted to FEMA and is currently under review. FEMA allows jurisdictions to adopt plans prior to final approval, provided the resolution includes language acknowledging that revisions may be required. This ensures there is no lapse in grant eligibility.

Upon FEMA approval, the LHMP will become effective for a five-year period. Any future updates will require separate Council adoption.

7. ATTACHMENTS

- Resolution No. 11666
- 2025 City of Orange Local Hazard Mitigation Plan

RESOLUTION NO. 11666

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE ADOPTING THE 2025 LOCAL HAZARD MITIGATION PLAN

WHEREAS, the City Council of the City of Orange recognizes the threat that natural hazards pose to people and property within the City of Orange; and

WHEREAS, the City of Orange has prepared a multi-hazard mitigation plan, hereby known as the 2025 Local Hazard Mitigation Plan, in accordance with federal laws, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, as amended; and the National Dam Safety Program Act, as amended; and

WHEREAS, the 2025 Local Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the City of Orange from the impacts of future hazards and disasters; and

WHEREAS, adoption by the City Council of the City of Orange demonstrates its commitment to hazard mitigation and achieving the goals outlined in the 2025 Local Hazard Mitigation Plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Orange as follows:

Section 1. In accordance with the City Council's authority and procedures for adopting resolutions, the City Council adopts the 2025 Local Hazard Mitigation Plan.

Section 2. The City acknowledges that plan content specific to the City of Orange may require revisions to satisfy external review and approval requirements, and the City Council intends that administrative, non-substantive revisions made after adoption to obtain such approval will not require the City to re-adopt subsequent iterations of the plan.

Section 3. Subsequent plan updates prepared after the approval period for this plan will be presented to the City Council for consideration and, if approved, will require adoption by separate resolution.

ADOPTED this _____ day of _____, 2026

_____

Daniel R. Slater, Mayor, City of Orange

ATTEST:

_____
Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

_____
Nathalie Adourian, City Attorney, City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Orange at a regular meeting thereof held on the _____ day of _____, 2026 by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

_____
Pamela Coleman, City Clerk, City of Orange

City of Orange
Local Hazard Mitigation Plan

December 2025

Orange City Fire Department
EMERGENCY MANAGEMENT DIVISION
1176 E. CHAPMAN AVE, ORANGE CA 92866

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SECTION 1: INTRODUCTION

The City of Orange (City) has prepared this update to its Local Hazard Mitigation Plan (LHMP) in order to assess the natural, technological, and human-caused risks to the City to reduce the potential impact of the hazards by creating mitigation strategies (Projects). The 2025 LHMP represents the City's commitment to create a safer, more resilient, community by taking actions to reduce risk and by committing resources to lessen the effects of hazards on the people and property of the City of Orange.

This plan complies with the Federal Disaster Mitigation Act (2000), Federal Register 44 CFR Parts 201 and 206, which modified the Robert T. Stafford Disaster Relief and Emergency Assistance Act by adding a new section, 322 - Mitigation Planning. This law, as of November 1, 2004, requires local governments to develop and submit hazard mitigation plans as a condition of receiving Hazard Mitigation Grant Program (HMGP) and other mitigation project grants. The Fire Department has coordinated preparation of the LHMP in cooperation with other City departments, community stakeholders, partner agencies, and members of the public.

This introduction to the LHMP provides a brief description of hazard mitigation planning, local mitigation plan requirements, and an outline of the 2025 LHMP. There is also an overview of Federal Emergency Management Agency (FEMA) programs and grants related to hazard mitigation.

1.1 Hazard Mitigation Planning

Hazard mitigation is any sustained action taken to reduce or eliminate the long-term risk to human life and property from hazards. In general, hazard mitigation is done to minimize the impact of a hazard event before they occur, with the goal of reducing losses from future disasters. The purpose of mitigation planning is for local governments to identify the hazards that impact them; to identify actions and activities to reduce losses from those hazards; and to establish a coordinated process to implement the plan, taking advantage of a wide range of resources.

For the City of Orange, hazard mitigation planning is a process in which the City will:

- Identify and profile hazards that affect the local area
- Analyze the population and facilities at risk from those hazards
- Develop a mitigation strategy and actions to lessen or reduce the impact of the hazards profiled
- Implement the strategy and actions that may involve planning, policy changes, programs, projects, and other activities

The City's implementation of mitigation actions, which may be short-term or long-term strategies, is the primary objective of the planning process. This type of planning will supplement the City's comprehensive emergency management program.

1.2 Local Mitigation Planning Requirements

Hazard mitigation planning is governed by the Stafford Act, as amended by the Disaster Mitigation Act of 2000 (DMA 2000), and by federal regulations implementing the Stafford Act. DMA 2000 revised the Stafford Act to require state, local, and tribal governments to develop and submit to FEMA a mitigation plan that outlines processes for identifying the natural hazards, risks, and vulnerabilities of the jurisdiction. Plan approval by FEMA is a prerequisite to receiving federal hazard mitigation grant funds.

FEMA promulgated 44 CFR Part 201, the federal regulations governing the planning process, plan content, and the process for obtaining approval of the plan from FEMA to implement the mitigation planning requirements of the Stafford Act. The planning requirements set forth in the CFR are identified throughout this plan mirroring the order of the FEMA Regulation Checklist in the Local Mitigation Plan Review Tool.

Federal law and the State of California's requirements for hazard mitigation plans require coverage of only natural hazards. The City's 2016 Hazard Mitigation Plan does not include technological and human- caused hazards. For the 2025 plan, the planning team decided to cover both natural and technological/human-caused hazards, including a description and analysis of each hazard.

FEMA has produced a Local Mitigation Plan Review Tool, which has been tailored by Region IX as an appendix to the Local Mitigation Planning Handbook (2023), to demonstrate how the mitigation plan meets the regulation in 44 CFR § 201.6 and offers State and FEMA Mitigation Planners an opportunity to provide feedback to the jurisdiction. The Plan Review Tool has a regulation checklist that provides a summary of FEMA's evaluation of whether the plan has addressed all requirements. Local planners can also use the checklist prior to submitting the plan for approval to ensure they have addressed all the requirements. The Local Mitigation Plan Review Tool Regulation Checklist is provided in **Appendix A** of this document.

1.3 Hazard Mitigation Plan Description

The 2025 LHMP consists of the sections and appendices described below:

Table 1-1: Plan Sections, Appendices, and Descriptions	
Section 1: Introduction	Section 1 includes an introduction to hazard mitigation planning, lists the LHMP planning requirements, provides a description of the plan, and discusses grants related to hazard mitigation.
Section 2: Hazard Mitigation Planning Organization and Process	Section 2 describes the planning process for the 2025 LHMP, including an overview of how the LHMP was prepared, identification of the LHMP planning team, involvement of outside agencies and communities, the inclusion of related plans, reports, and information, and stakeholder and public outreach activities.
Section 3: Planning Area Description	Section 3 includes a description of the natural and built state of the City, including climate, geography, demographics, land use, and economic conditions.
Section 4: Hazard Identification	Section 4 provides a list of the hazards identified in the 2025 LHMP, a profile of each hazard and hazard summary, and a risk assessment of the planning area.
Section 5: Risk Assessment	Section 5 identifies the City's risk to each identified hazard by evaluating potential impacts to infrastructure and the built environment.
Section 6: Capabilities Assessment	Section 6 identifies and evaluates the resources available to the City for hazard mitigation within the City.
Section 7: Mitigation Strategy	Section 7 identifies and evaluates the current, ongoing, and completed mitigation projects and programs in the City and lists mitigation strategies for reducing potential losses.
Section 8: Plan Implementation and Maintenance	Section 6 describes procedures for updating the LHMP to keep it current and for continued public engagement in the planning process.
Appendix A	Appendix A contains the FEMA Local Mitigation Plan Review Tool, which documents the City's compliance with the local hazard mitigation plan requirements of 44 CFR Part 201.
Appendix B	Appendix B contains documentation of the planning process for the planning team, including invitations, attendee lists, meetings minutes, presentations, emails, etc.
Appendix C	Appendix C contains documentation of the planning process, including surveys, social media outreach and opportunity for comment for the stakeholders and public, and other stakeholder/public outreach efforts.
Appendix D	Appendix D lists acronyms and abbreviations used in the 2025 LHMP.

1.4 Assembly Bill 2140

The California Disaster Assistance Act limits the state share for any eligible project to no more than 75% of total state eligible costs, except that the state share shall be up to 100% of total state eligible costs connected with certain events. AB 2140 prohibits the state share for any eligible project from exceeding 75% of total state eligible costs unless the local agency is located within a city, county, or city and county that has adopted a local hazard mitigation plan in accordance with the federal DMA 2000 as part of the safety element of its general plan, in which case the Legislature may provide for a state share of local costs that exceeds 75% of total state eligible costs.

The California Government Code, Sections 8685.9 and 65302.6, allow for the State Legislature to provide for a state share of local costs that exceeds 75% of total state eligible costs where the local agency is located within a city, county, or city and county that has adopted a local hazard mitigation plan in accordance with the federal Disaster Mitigation Act of 2000 (P.L.106-390) as part of the safety element of its general plan adopted pursuant to subdivision (g) of Section 65302.

1.5 Grant Programs with Mitigation Plan Requirements

Currently, three FEMA grant programs provide funding to local entities that have a FEMA-approved local hazard mitigation plan meeting federal hazard mitigation plan requirements. One of the grant programs is authorized under the Stafford Act. The remaining two programs are authorized under the National Flood Insurance Act.

1.5.1 Stafford Act Grant Programs

Funding is provided to state, local, and tribal governments that have an approved Hazard Mitigation Plan through the following programs.

Hazard Mitigation Grant Program (HMGP)

The HMGP provides grants to implement long-term hazard mitigation measures after declaration of a major disaster. The purpose of the HMGP is to reduce the loss of life and property due to natural disasters and to enable mitigation measures to be implemented during the immediate recovery from a disaster. To qualify for HMGP funding, projects must provide a long-term solution to a problem and the project's potential savings must exceed the cost of implementing the project.

HMGP funds may be used to protect either public or private property or to purchase property that has been subjected to, or is in danger of, repetitive damage. The amount of funding available for the HMGP under a particular disaster declaration is limited. Under the program, the federal government may provide a state or tribe with up to 20% of the

total disaster grants awarded by FEMA and may provide up to 75% of the cost of projects approved under the program.

1.5.2 National Flood Insurance Act Programs

Flood Mitigation Assistance Grant Program

The goal of the Flood Mitigation Assistance (FMA) Grant Program is to reduce or eliminate flood insurance claims under the National Flood Insurance Program (NFIP). This program places emphasis on mitigating repetitive loss (RL) properties. The primary source of funding for the FMA program is the National Flood Insurance Fund. Grant funding is available for planning, project, and technical assistance. Project grants are awarded to local entities to apply mitigation measures to reduce flood losses to properties insured under the NFIP. The cost- share for this grant is 75% federal and 25% nonfederal. However, a cost-share of 90% federal and 10% nonfederal is available in certain situations to mitigate severe repetitive loss (SRL) properties.

Repetitive Flood Claims Program

The Repetitive Flood Claims (RFC) Program provides funding to reduce or eliminate the long-term risk of flood damage to residential and non-residential structures insured under the NFIP. Structures considered for mitigation must have had one or more claim payments for flood damage. All RFC grants are eligible for up to 100% federal assistance.

SECTION 2: PLANNING PROCESS

The requirements for documentation of the LHMP planning process are described below. This section summarizes the planning area's hazard mitigation planning efforts in 2025. In addition, the section describes public and stakeholder outreach efforts as part of the LHMP planning process. The section also summarizes the review and incorporation of existing plans, studies, and reports used to develop the LHMP. Documentation of the 2025 LHMP planning process for the Hazard Mitigation Planning Team is provided in **Appendix B**, and documentation of the process for the public and stakeholders involvement is found in **Appendix C**. These appendices document the planning meetings and outreach and include meeting agendas, presentation, minutes, social media materials and other documentation used to conduct the planning process.

The planning process began with the City establishing the planning team and emailing stakeholders within the planning area to invite them to participate in the process. The City also posted a notice on its website announcing the planning process that contained a mechanism to provide input and feedback.

2.1 Plan History

The 2025 LHMP is an update of the 2016 Plan. It addresses and consolidates hazards analyzed in the previous plan and adds new hazards such as Tree Mortality and Cyber-Attack. The 2025 LHMP incorporates various mitigation actions listed in the 2016 version as they are ongoing and still relevant; and adds new mitigation measures.

2.2 Plan Purpose and Authority

The purpose of the LHMP is to identify natural and human-caused hazards that impact the City, to assess the vulnerability and risk posed by those hazards to City-wide human and structural assets, to develop strategies for mitigation of those identified hazards, to present future maintenance procedures for the plan, and to document the planning process. The Plan is prepared in compliance with DMA 2000 requirements and represents an updated LHMP.

The requirements for adopting this LHMP by all local governing bodies, as set forth in the Stafford Act and as amended by DMA 2000 and its implementing regulations, are described below. The local planning requirements are documented throughout the LHMP and in **Appendix A**, *FEMA Local Mitigation Plan Review Tool*.

Funding for the development of the Plan was provided by the Hazard Mitigation Grant Program. Tandem Solutions was retained by the City to provide consulting services in guiding the planning process and plan development.

2.3 Planning Process Description

In February 2025, the planning process for the 2025 LHMP began. Select staff from various departments in the City, and other stakeholders were invited to join the Hazard Mitigation Planning Team to develop the 2025 LHMP. Documentation of participant outreach is located in **Appendix B**. A list of members of the Planning Team is located in **Table 2-1.**

Email solicitations were sent to stakeholders and cities surrounding Orange, requesting participation in the LHMP planning process. Documentation of the emails is contained in **Appendix B**.

2.4 Planning Team

Members of the LHMP planning team are listed in **Table 2-1** below.

Table 2-1: LHMP Planning Team

Department or Agency	Member Name	Key Role
City Attorney's Department	Nathalie Adourian	Planning Team Member
Community Services	Robert Ambriz Jr.	Planning Team Member
Community Services	Aida Cuevas	Planning Team Member
Water Division	Jose Diaz	Planning Team Member
Fire Department	Stephen Fan	Planning Team Member
Risk Management	Janet Flores	Planning Team Member
Water Division	Rick Hurtado	Planning Team Member
Police Department	Adam Jevec	Planning Team Member
Public Works	Matthew Lorenzen	Planning Team Member
Community Development	Anna Pehoushek	Planning Team Member
Information Technology	Steven Scardina	Planning Team Member
Human Resources	Shelby Alley	Planning Team Member
City Manager's Department	Charlene Cheng	Planning Team Member
Fire Department	Megan Berumen	City Project Manager
Fire Department	Robert Prendergast	Planning Team Member
Fire Department	Douglas Yates	Planning Team Member
Tandem Solutions	Francisco Soto	Consultant Project Manager

2.5 Planning Team Activities

Three meetings were held with the planning team: representatives from the City held the responsibility of chairing the planning team. The City project manager reviewed all documents and sent out meeting notices via Microsoft Outlook email. **Appendix B** documents the LHMP planning activities. The planning team's responsibility included providing feedback on hazards that affect the planning area, reviewing drafts of the plan, and participating in developing mitigation activities. Table 2-2 provides a summary of the planning meetings.

Table 2-2: Planning Activities

Date	Activity	Purpose
February 10, 2025	Project Kick-off/Planning Meeting	Introduce core Planning Team members, review the project management plan, and review the planning process and timeline.
March 4, 2025	LHMP Planning Team	Describe the regulatory issues of LHMP, the value of them, and the LHMP planning process. Review hazards and potential impacts.
May 7, 2025	LHMP Planning Team	Review potential hazards and select those that pose risks. Use CPRI. Review status of 2016 mitigation activities and update status. Review data-collection-sheet inputs, begin to develop potential mitigation activities. Request information for hazard analysis and potential losses. Review risk assessment and potential losses. Develop draft mitigation goals and actions. Review past plan mitigation activities

2.6 Other Jurisdictions Agency/Organizational Participation

External organizations participated in planning process. They were invited via an Microsoft Outlook email to participate in the planning team and provide input during the plan development process. Stakeholders provided input on past hazards that have affected the planning area, organizational specific changes, and input to hazard analysis. **Appendix C** documents their engagement. **Table 2-3** lists the organizations and attendees.

Table 2-3: Organization Participation

Organization	Staff
Chapman University	Ricardo Gonzalez
Rady's Children Hospital of Orange County	Christopher Riccardi

UCI Health	John Case
Chamber of Commerce	Connie Benson
Orange County Transportation Authority	Nick Boonmag
Orange County Fire Authority	Kyle Kuzma
Orange County Health Care Coalition	Chad Cossey
Orange County Sheriff – Emergency Management Division	Christian Maurice Hobbs
Orange County Social Services Agency	Ethan Brown
Irvine Company	Jennifer Le
Red Cross – Orange County	Monica Ruzich
Water Emergency Response Team of Orange County	Gabby Landeros
City of Westminster	Anna Burton
City of Costa Mesa	Delcie Hynes

Copies of the draft LHMP were provided to the City Planning Team and distributed to the public for their review. Comments received from these partners are incorporated in the final draft of the LHMP and are documented in **Appendix C**.

2.7 Community Engagement

Once the planning process commenced, the City provided public notification through its website, press releases, and social media accounts. Additionally, the City conducted an online survey to solicit input on the hazards that the city faces and the types of mitigation activities the City should undertake. The draft LHMP was placed on the City website; and hard copies were posted at City Hall and city libraries for public review and comment. Finally, notification of the draft LHMP review and adoption by the City Council was advertised as required by the Brown Act.

The public survey input from the 53 responders was used to select hazards and rank their priority. Earthquake and Wildfire were ranked as the top two hazards by the public. This input was also used to inform the Calculated Priority Risk Index (CPRI) in **Table 4-4**. Finally, survey input was used to select mitigation actions. Input from publicly posting the draft LHMP was used to refine the Plan and to prepare it for submission for review. **Appendix C** contains a full description of the process for and documentation of community outreach efforts and public participation.

On March 19, 2025, the City posted information about the LHMP update process on its website and social media channels; and invited the public to take a Hazard Mitigation Survey to gather information about the public's knowledge of hazards in the City and their level of preparedness.

2.8 Incorporation into Other Planning Mechanisms

The LHMP planning process provided the City with an opportunity to review and expand on policies contained in its capital improvement plan (CIP) and other plans. The City views the CIP and the hazard mitigation plan as complementary documents that work together to reduce risk exposure to the residents of its service area. Many of the ongoing recommendations identified in the LHMP are programs or projects that are in the CIP.

The City's 2026 hazard identification, risk assessment, plan recommendations and mitigation actions will be integrated into the following planning mechanisms.

- **City of Orange Emergency Operations Plan** – Hazards identified in this LHMP will be incorporated into the EOP. Additionally, the City will incorporate training and exercises based on scenarios identified in the LHMP to improve preparedness.
- **Capital Improvement Plan (CIP)** – Mitigation Actions identified in the LHMP will be incorporated into future iterations of the CIP.
- **Risk and Resilience Assessment** – Hazards identified in the LHMP will be incorporated into the City's Risk and Resilience Assessment to help inform the scenarios that can impact the City's water system.
- **Community Rating System (CRS)** – The City will Integrate LHMP strategies into the CRS to improve floodplain management and potentially lower flood insurance premiums for residents.

Incorporating action items and processes from the 2026 LHMP into various planning documents will be completed as other plans are updated, and new plans are developed. These efforts may coincide with the Plan Maintenance Method and Schedule activities listed in **Section 7**.

The community will integrate the Local Hazard Mitigation Plan (LHMP) into existing planning mechanisms, policies, and programs to ensure mitigation strategies are incorporated into day-to-day decision-making. Following adoption by the local governing body, the LHMP will be referenced and incorporated into relevant plans such as the General Plan, Emergency Operations Plan, Capital Improvement Program, and other community planning documents. Local departments including Planning, Public Works, Fire and Emergency Management will coordinate to align mitigation actions with ongoing projects, infrastructure improvements, and regulatory updates. Mitigation actions identified in the LHMP will guide project prioritization and funding requests, including applications for mitigation grants through the Federal Emergency Management Agency.

2.9 Review of Existing Plans, Reports, Technical Documents, and Data

In updating the LHMP, the Planning Team used various resource documents and references. **Table 2-4** contains a comprehensive list of guidance, policy tools, existing plans, and authorities incorporated to create the 2025 LHMP.

Table 2-4: Resource Documents and References Reviewed And Incorporated in the Plan

Referenced Document or Technical Source	Resource Type	Description of Reference and Its Use
California State Hazard Mitigation Plan (2023) https://www.caloes.ca.gov/wp-content/uploads/Hazard-Mitigation/Documents/2023-California-SHMP_Volume-1_11.10.2023.pdf	Technical and Planning Resource	Provides the State of California's Hazard Mitigation Plan for 2023-2028. Describes hazards that informed the hazard analysis and risk assessment portion of this LHMP.
County of Orange and Orange County Fire Authority Local Hazard Mitigation Plan (2021) https://www.ocsheriff.gov/sites/ocsd/files/2022-03/2021%20County%20of%20Orange%20and%20Orange%20County%20Fire%20Authority%20Local%20Hazard%20Mitigation%20Plan.pdf	Technical and Planning Resource	Describes hazards that informed the hazard analysis and risk assessment sections of this LHMP.
California Energy Commission (2018). California's Fourth Climate Change Assessment https://www.energy.ca.gov/data-reports/reports/californias-fourth-climate-change-assessment	Technical and Planning Resource	Describes monitoring, analysis, and modeling of climate as well as efforts designed to reduce emissions.
FEMA Dam Safety https://www.fema.gov/emergency-managers/risk-management/dam-safety	Technical Resource	Database used in the dam failure hazard profiling. Used in the risk assessment.
National Weather Service https://www.weather.gov/	Technical Resource	Source for hazard information, data sets, and historical event records. Used in the risk assessment.
United States Geological Survey Earthquake Hazards Program https://www.usgs.gov/programs/earthquake-hazards	Technical Data	Source for geological hazard data and incident data. Used in the risk assessment.

Table 2-4: Resource Documents and References Reviewed And Incorporated in the Plan		
Referenced Document or Technical Source	**Resource Type**	**Description of Reference and Its Use**
Western Regional Climate Center https://wrcc.dri.edu/	Website Data	Online resource for climate data used in climate discussion.
California Department of Conservation https://www.conservation.ca.gov/cgs/geohazards	Technical and Planning Resource	Identifies significant geologic hazards that exist, or are likely to exist, so that informed land use and emergency response planning decisions can be made.
California Department of Water Resources https://water.ca.gov/Programs/All-Programs/Division-of-Safety-of-Dams/Inundation-Maps https://fmds.water.ca.gov/webgis/?appid=dam_prototype_v2	Technical and Planning Resource	Provides information on dam safety, a list of dams within California and dam inundation maps for dams in the planning area.
Federal Emergency Management Agency	Technical and Planning Resource	Resource for LHMP guidance (How-To series), floodplain and flood-related NFIP data (mapping, repetitive loss, NFIP statistics), and historic hazard incidents. Used in the risk assessment and mitigation strategy.
Cybersecurity & Infrastructure Security Agency https://www.cisa.gov/	Technical and Planning Resource	Resource for cybersecurity and cyberattack guidance, especially regarding critical infrastructure and public utilities. Describes historical cybersecurity incidents and lessons learned. Used in the risk assessment and mitigation strategy.
National Centers for Environmental Information https://www.ncdc.noaa.gov/data-access	Technical Resource	Online resource for weather-related data and historic hazard event data. Used in the risk assessment.
National Integrated Drought Information System (2025) https://www.drought.gov/drought/	Technical Resource	Source for drought-related projections and conditions. Used in the risk assessment.
California Energy Commission (2018). California's Fourth Climate Change Assessment https://www.energy.ca.gov/data-reports/reports/californias-fourth-climate-change-assessment	Technical and Planning Resource	Describes monitoring, analysis, and modeling of climate as well as efforts designed to reduce emissions.

Table 2-4: Resource Documents and References Reviewed And Incorporated in the Plan		
Referenced Document or Technical Source	**Resource Type**	**Description of Reference and Its Use**
California Governor's Office of Emergency Services http://myhazards.caloes.ca.gov/	Technical and Planning Resource	Provides a tool for the general public to discover hazards in their area (earthquake, flood, fire, and tsunami) and learn steps to reduce personal risk.

SECTION 3: COMMUNITY PROFILE

3.1 Location

The City of Orange is in the north-central portion of Orange County, approximately 32 miles southeast of Los Angeles. The city is predominately flat with hills surrounding the City to the north and east. The Santa Ana River generally forms the western boundary, and Santiago Creek traverses the city from the northeast to the southwest. The City of Orange is primarily urban, with the largest land-use being residential. **Figure 3-1** provides a map of the City's boundary.

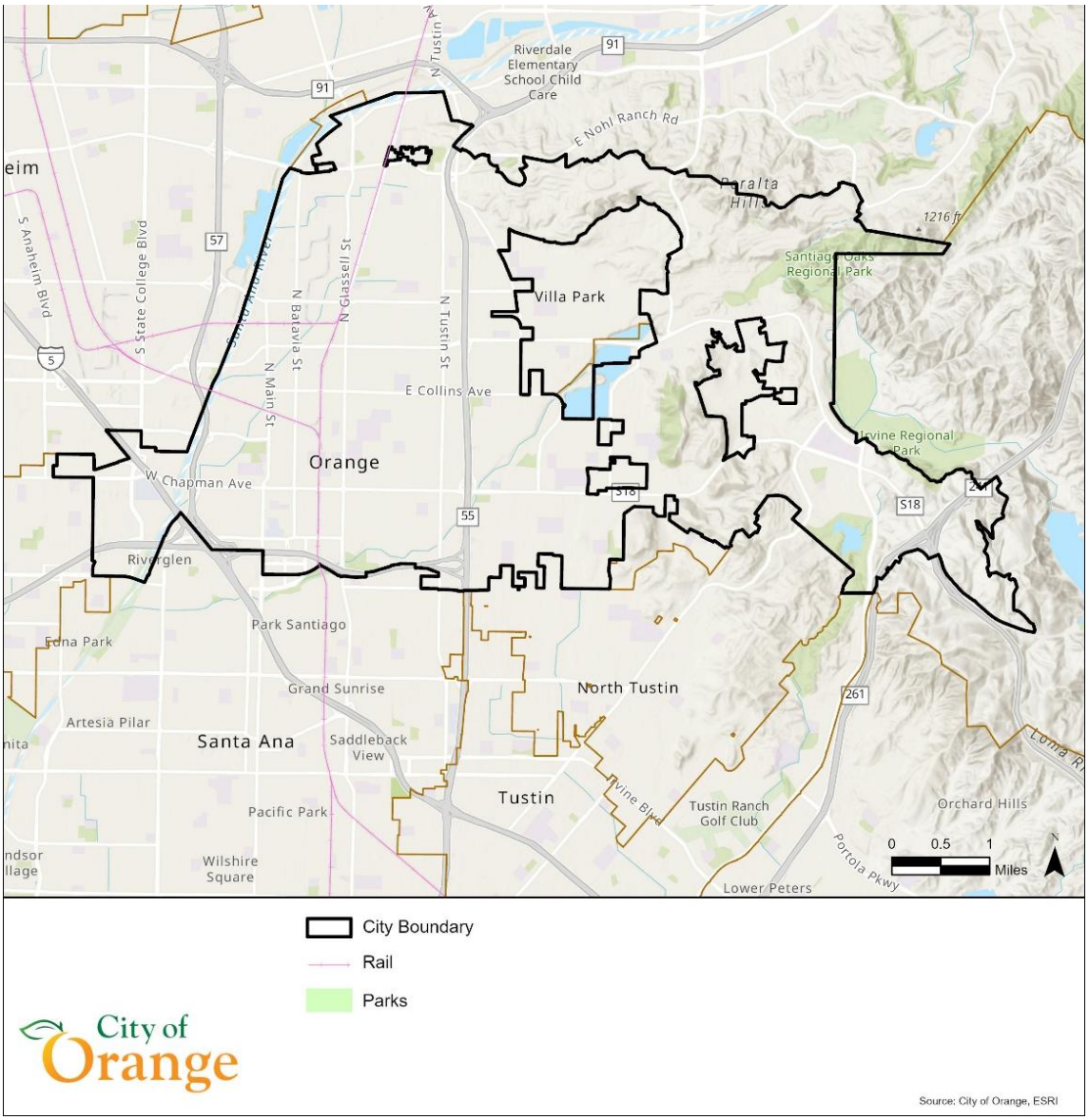


Figure 3-1: City of Orange Boundary Map

3.2 Community Overview

The City of Orange is located in north-central Orange County, California, approximately 32 miles southeast of Los Angeles (33.7878°N, 117.8531°W). It is bordered by Anaheim to the west, Santa Ana to the south, Tustin to the southeast, and Villa Park to the east. Covering about 25 square miles, the city has a flat terrain with elevations of 100–400 feet, surrounded by hills to the north and east, including the Peralta Hills, which contribute to landslide and wildfire risks (Sections 4.5.5 and 4.5.7).

The Santa Ana River forms the western boundary, and Santiago Creek flows from northeast to southwest through residential and commercial areas. Both waterways pose flood risks during heavy rainfall (Section 4.5.6). Proximity to the Peralta Hills and El Modena Faults increases seismic vulnerability (Section 4.5.4), and hills to the north and east place parts of the city in the wildland-urban interface, elevating wildfire risks (Section 4.5.5)

Orange is connected to the surrounding region through a complex network of freeways; through Metrolink, a heavy rail commuter system; and through bus transit provided by the Orange County Transportation Authority (OCTA). Shopping centers in Orange include two regional malls. The Outlets at Orange is an open-air retail and entertainment center located on City Drive. The Village at Orange is located on Tustin Street and provides more traditional retail shopping facilities. Various shopping centers exist throughout the city.

The City of Orange is home to Chapman University located in the northern portion of Old Towne, and Santiago Canyon College, located on east Chapman Avenue, just west of Jamboree. Orange Unified School District has grades K-12 which includes several elementary schools, middle schools, and high schools. Numerous private and preschools are located within the city.

Orange is home to a diverse network of hospitals and medical centers that provide comprehensive healthcare services to residents and visitors alike. The City has 1 comprehensive pediatric emergency receiving center, Rady Children's Health, and 2 emergency receiving centers with one of those centers being a level 1 trauma receiving center (UCI Health). St. Joseph's Hospital and Rady Children's Health are located at Main Street and La Veta Avenue; UCI Health, located at Chapman Avenue, and The City Drive; Chapman Global Medical Center, located at Chapman Avenue, east of the 55 Freeway.

The City of Orange consists of a wide range of neighborhoods including Old Towne, the Presidential Tracts, El Modena, the Alphabet Streets, the Eichler Tracts, and Maybury Ranch to name a few. Each neighborhood has a distinctive character and personality ranging from the 1960s home designed by world-renowned developer Joseph Eichler to El Modena's Latino essence to Old Towne's Historic District, displaying an abundance of late 19th and early 20th century architectural styles. The city is mostly comprised of single-family homes with the majority built from 1960 to 1969. Housing in Orange has grown steadily throughout the decades and is projected to reach a total of 51,145 housing units by 2035, a 5,900 increase from 2015.

Figure 3-1 (City of Orange Boundary Map) shows the city's boundaries, the Santa Ana River, Santiago Creek, major roads (e.g., State Route 55, Interstate 5), and hazard-prone areas. These transportation corridors can become congested during hazard events (Section 3.2). The map aids in understanding flood, seismic, and wildfire vulnerabilities. Orange is primarily urban, with residential areas as the dominant land use, followed by commercial and institutional zones. This location informs the risk assessments and mitigation actions in Sections 4 and 7 to protect residents and infrastructure.

Special Events

Throughout the year, the City of Orange hosts a variety of special events that draw residents and visitors alike. Some of the most notable include:

- **Car Show**: A community event where custom and classic vehicles are showcased throughout the Plaza, attracting over 15,000 spectators to the charming Downtown Plaza in Old Towne Orange.
- **Concerts in the Park:** During summer evenings, Hart Park comes alive with free outdoor concerts, offering a variety of music genres for all ages.
- **May Parade:** A beloved tradition, the May Parade winds through the streets of Old Towne, showcasing floats, marching bands, and local organizations.
- **Street Fair:** Held annually over Labor Day weekend in the historic Old Towne Plaza, this event features food, music, and crafts from cultures around the world.
- **Tree Lighting Event:** Every year, the City hosts the Annual Tree Lighting Ceremony and Candlelight Choir Procession.
- **Veterans Day Tribute at the Field of Valor:** A community event where large numbers of American flags are displayed, each dedicated to a veteran, active-duty service member, or fallen hero, creating a powerful visual tribute to service and sacrifice.

Rush Hour

According to Avrek, rush hour periods in Orange generally align with the broader patterns seen throughout the Orange County metropolitan area. The most congested times are:

- Morning Rush Hour: 7:00 AM – 10:00 AM
- Evening Rush Hour: 4:00 PM – 7:00 PM

The City of Orange is intersected by several significant roadways and freeways, which become bottlenecks during rush hour. During these hours, arterial streets, freeways, and

intersections experience heightened traffic volumes as commuters travel to and from work, school, and other destinations.

3.3 Geology

The geology of the City of Orange is characterized by diverse formations, reflecting its rich geological history. The area sits on a foundation primarily composed of sedimentary rocks, which have been shaped over millions of years through various geological processes. The surrounding hills are remnants of ancient volcanic activity, contributing to the region's varied topography. Additionally, the city's location near the boundary of the Pacific and North American tectonic plates makes it susceptible to seismic activity, with fault lines running through and near the area. These geological features have significantly influenced the development and land use patterns within the city.

3.4 Climate

Orange enjoys a Mediterranean climate characterized by warm, dry summers and mild, wet winters. The city experiences an average annual temperature of around 70°F (21°C). Summer temperatures often reach the high 80s°F (30s°C), while winter temperatures rarely drop below 40°F (4°C). The region receives most of its rainfall between November and March, with an annual average of about 14 inches (356 mm). The moderate climate supports a variety of outdoor activities year-round and contributes to the lush vegetation.

3.5 History

Members of the Tongva and Juaneño/Luiseño ethnic group long inhabited this area. After the 1769 expedition of Gaspar de Portolà, an expedition out of San Blas, Nayarit, Mexico, led by Father Junípero Serra, named the area Vallejo de Santa Ana (Valley of Saint Anne). On November 1, 1776, Mission San Juan Capistrano became the area's first permanent European settlement in Alta California, New Spain.

In 1801, the Spanish empire granted 62,500 acres (253 km2) to José Antonio Yorba, which he named Rancho San Antonio. Yorba's great rancho included the lands where the cities of Olive, Orange, Villa Park, Santa Ana, Tustin, Costa Mesa and Newport Beach stand today. Smaller ranchos evolved from this large rancho, including the Rancho Santiago de Santa Ana.

Don Juan Pablo Grijalva, a retired known Spanish soldier and the area's first landowner, was granted permission in 1809 by the Spanish colonial government to establish a rancho in "the place of the Arroyo de Santiago." After the Mexican–American war, Alta California was ceded to the United States by Mexico with the signing of the Treaty of Guadalupe Hidalgo in 1848, and though many Californians lost titles to their lands in the aftermath, Grijalva's descendants retained ownership through marriages to Anglo-Americans.

Since at least 1864, Los Angeles attorneys Alfred Chapman and Andrew Glassell together and separately, held about 5,400 acres along both sides of the Santiago Creek. Glassell also had a 4,000-acre parcel where Costa Mesa is today. Water was the key factor for the location of their town site, which was bordered by Almond Avenue on the south, Lemon Street on the west, Glassell Street on the east, & Maple Avenue on the north. Glassell needed a spot he could irrigate, bringing water down from the Santa Ana Canyon and the quality of the soil may have influenced his choice. Originally the community was named Richland, but in 1873 Richland got a new name. In the book, "Orange, The City 'Around The Plaza" by local historian Phil Brigandi, it states, "In 1873 the town had grown large enough to require a post office, so an application was sent to Washington. It was refused, however, as there was already a Richland, California in Sacramento County. Undaunted, the Richlanders proposed a new name – Orange."

3.6 Government

The City of Orange operates under a council-manager form of government, which blends political leadership from elected officials with professional management provided by an appointed city manager. The city council consists of the mayor and six council members, all of whom are elected by the city's residents. The council is responsible for setting policies, adopting ordinances, and ensuring the city's overall welfare.

The city manager, appointed by the council, acts as the chief executive officer, overseeing the daily operations of the city, implementing council decisions, and managing municipal staff. This structure ensures that the administrative functions are carried out efficiently while maintaining accountability to the public through the elected council.

3.7 Economy

The economy of the City of Orange is diverse and robust, with significant contributions from various sectors such as healthcare, education, retail, and technology. The city is home to several major medical centers, including UCI Health, Rady Children's Health, and St. Joseph Hospital, which provide extensive employment opportunities and attract a large number of healthcare professionals to the region.

Education also plays a critical role in the local economy, with Chapman University being one of the largest employers in the city. The university not only offers numerous jobs but also fosters innovation and entrepreneurship through its various programs and initiatives. Additionally, the presence of educational institutions supports local businesses, from bookstores to cafes, catering to the needs of students and faculty.

Retail is another vital component of Orange's economy, with the Outlets at Orange and the historic Plaza area serving as major shopping destinations. These retail centers draw visitors from surrounding areas, boosting local revenue and supporting a wide range of businesses, from large national chains to small, independent shops.

3.8 Demographics

Based on the most recent data, the City of Orange has a diverse and vibrant population. The city is home to approximately 140,000 residents, with a balanced blend of different age groups. The median age is around 37 years, reflecting a community that includes young professionals, families, and older adults.

The racial and ethnic composition of Orange is diverse, with a significant portion of the population identifying as White (not Hispanic), followed by Hispanic or Latino, Asians, African Americans, and other ethnic groups. The top two languages spoken in the City are English and Spanish.

Education and income levels in Orange are relatively high, with a substantial number of residents holding a bachelor's degree or higher. The median household income is above the national average, indicative of the city's strong economic foundation and the presence of well-paying jobs in sectors such as healthcare, education, and technology.

Housing in Orange is varied, ranging from historic homes in the Plaza area to modern apartments and suburban neighborhoods. The city strives to maintain a balance between growth and preserving its historic charm, ensuring a high quality of life for its residents.

Tables 3-1, **3-2**, **3-3** provide an overview of the City's population, ethnicity, education levels, health, and economic data from the 2023 American Community Survey:

Table 3-1: City of Orange Population and Median House Value	
Population and Median House Value	**Percent of Population**
Total Population	138, 337
Males	50.7%
Females	49.3%
Persons under 5 years, July 1, 2023	5.6%
Persons under 18 years, July 1, 2023	21.0%
Persons 65 years and over, July 1, 2023	14.8%
Median House Value	$900,700

Table 3-2: Orange Race and Ethnicity	
Race and Ethnicity	**Percent of Population**
White (non-Hispanic)	53.6%
Hispanic or Latino (of any race)	40.0%
Two or More Races	18.1%
Asian	13.1%

Table 3-2: Orange Race and Ethnicity	
Race and Ethnicity	**Percent of Population**
Black	1.6%
American Indian	1.3%
Pacific Islander	0.4%

Table 3-3: Orange Education, Health, and Economy	
Education, Health, and Economy	**Percent of Population**
High School Graduate	88.1%
Bachelor's Degree	40.1%
With a disability, under age 65 years, percent, 2019-2023	5.7%
In civilian labor force, total, percent of population age 16 years+, 2019-2023	66.8%
Median household income (in 2023 dollars), 2019-2023	116,945
Persons in poverty, percent	9.2%
Veterans, 2019-2023	3,971 or 2.8%

3.9 Land Use

Land use in the City of Orange is carefully planned to balance residential, commercial, and recreational spaces, maintaining the city's unique character while accommodating growth. The city is known for its well-preserved historic districts, particularly the Old Towne Orange Historic District, which features buildings dating back to the early 20th century. This area is a focal point for both residents and visitors, offering a charming blend of antique shops, dining establishments, and cultural attractions.

Residential areas in Orange vary from quaint, single-family homes to modern apartment complexes. The city prioritizes green spaces and parks, providing residents with ample opportunities for outdoor activities and community gatherings. Santiago Oaks Regional Park and Irvine Regional Park are among the popular spots for hiking, picnicking, and enjoying nature.

Commercial development is strategically located to support local businesses while minimizing traffic congestion and preserving the city's aesthetic appeal. The city council and planning commission work closely with developers to ensure that new projects align with the community's vision and sustainability goals. This collaborative approach has led to the successful integration of new shopping centers, office buildings, and mixed-use developments that cater to the needs of the growing population.

Industrial zones are primarily situated on the outskirts of the city, limiting any potential disruption to residential neighborhoods. These areas house a variety of manufacturing and tech companies, contributing to the local economy and providing job opportunities for residents.

Public transportation and infrastructure improvements are also key components of Orange's land use strategy. The city's commitment to enhancing mobility includes expanding bike lanes, improving public transit options, and ensuring pedestrian-friendly streetscapes. These efforts aim to reduce traffic congestion, lower emissions, and promote a healthier, more connected community. **Figure 3-2, City Land Use Map,** is for informational purposes only. The City's official Zoning Map is on file in the Planning Division, City Hall, City of Orange.

3.10 Changes in Development

Changes in development in the City of Orange reflect a dynamic and forward-thinking approach to urban planning. In recent years, the city has undertaken several initiatives to accommodate its growing population while preserving its historical and cultural heritage.

One significant change has been the increased focus on sustainable development. Orange has implemented policies that encourage the use of green building materials, energy-efficient designs, and renewable energy sources in new construction projects. This commitment to sustainability is evident in the city's support for LEED-certified buildings and solar panel installations, which not only reduce environmental impact but also lower energy costs for residents and businesses.

This hazard mitigation plan update assumes that some new development over the performance period occurred in hazard areas. All new development would have been regulated pursuant to local programs and codes, such as the International Building Code and flood damage prevention requirements of the National Flood Insurance Program (NFIP). Therefore, it is assumed that hazard vulnerability did not measurably increase, even if exposure did.

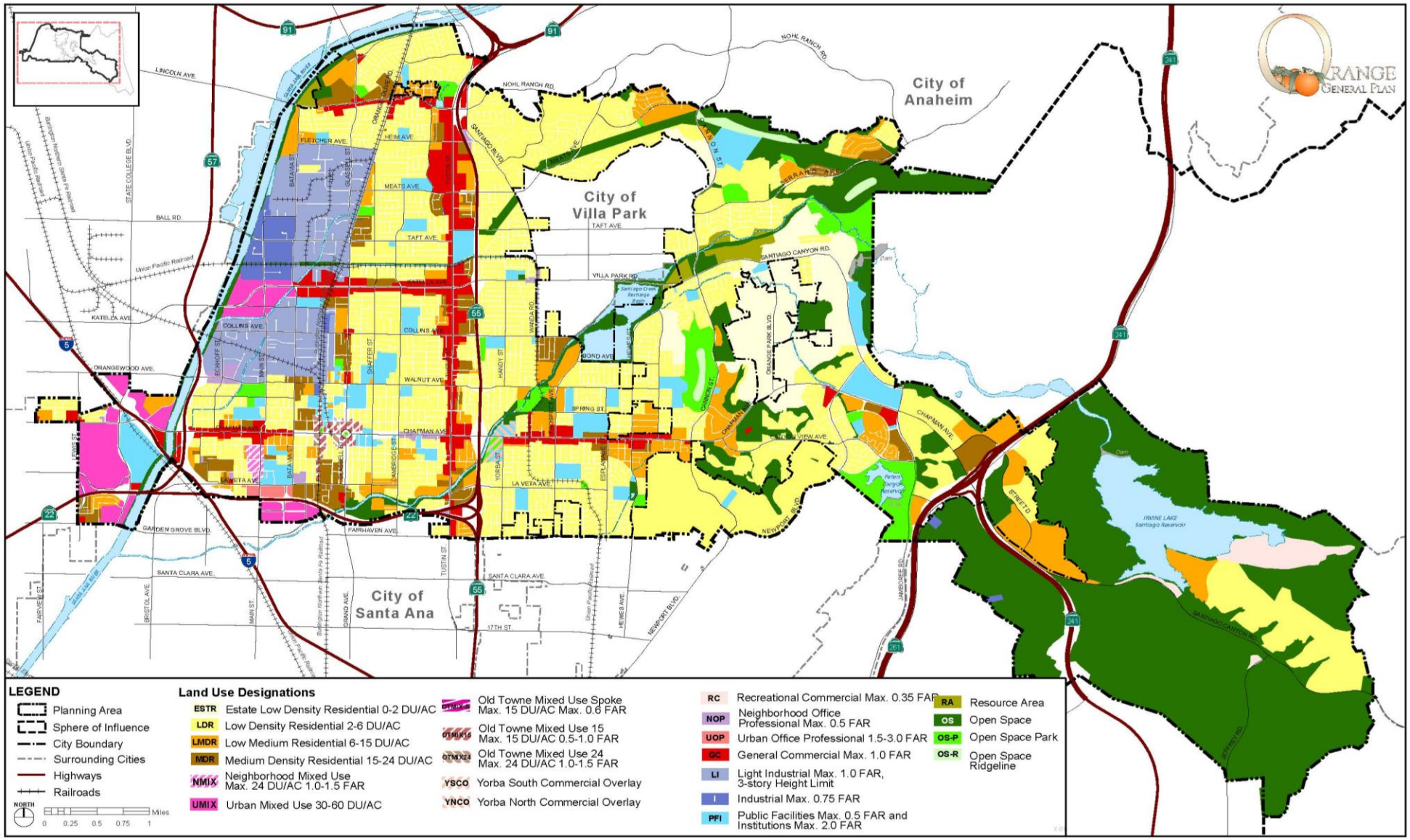


Figure 3-2: City of Orange Land Use Map

SECTION 4: HAZARD IDENTIFICATION

This section of the LHMP includes hazard profiles for each hazard identified by the HMPC that poses a threat to the City.

4.1 Hazard Analysis

A hazard analysis consists of identifying, screening, and profiling each hazard. The hazard analysis encompasses natural, human-caused, and technological hazards. Natural hazards result from unexpected or uncontrollable natural events of significant size and destructive power. Human-caused hazards result from human activity and encompass technological hazards. Technological hazards are accidental or result from events with unintended consequences (for example, accidental release of hazardous materials).

The goal of mitigation is to reduce the future impacts of hazards, including loss of life, property damage, disruption to the local economy, and the expenditure of public and private funds for recovery. Hazard identification was conducted as part of the planning process. For the 2025 LHMP, the potential risk for each hazard was rated using the Critical Priority Risk Index (CPRI). The CPRI examines four criteria for each hazard (probability, magnitude/severity, warning time, and duration). **Table 4-5** provides the results of the CPRI which were used to both select applicable hazards to include in the LHMP and to determine risk.

4.2 Disaster Proclamation History and Process

Since 1969, Orange County has been included in 39 Disaster Declarations. (Table 4-1). While the greatest recurring threat is wildfire, the risk of catastrophic earthquake is ever-present. Since the LHMP was last revised in 2016, Orange County has been included in 13 disaster declarations for major winter storms, flooding, pandemic, and wildfires.

Table 4-1: Disaster Declarations for Orange County

Disaster Number	(Fiscal) Year	Incident Type	Incident Title
DR-253-CA	1969	Flood	SEVERE STORMS & FLOODING
DR-547-CA	1978	Flood	COASTAL STORMS, MUDSLIDES & FLOODING
DR-566-CA	1979	Flood	LANDSLIDES
DR-615-CA	1980	Flood	SEVERE STORMS, MUDSLIDES & FLOODING
DR-635-CA	1981	Fire	BRUSH & TIMBER FIRES
DR-657-CA	1982	Fire	URBAN FIRE

Table 4-1: Disaster Declarations for Orange County			
Disaster Number	**(Fiscal) Year**	**Incident Type**	**Incident Title**
DR-677-CA	1983	Coastal Storm	COASTAL STORMS, FLOODS, SLIDES & TORNADOES
DR-812-CA	1988	Flood	SEVERE STORMS, HIGH TIDES & FLOODING
DR-799-CA	1988	Earthquake	EARTHQUAKE & AFTERSHOCKS
DR-935-CA	1992	Flood	RAIN/SNOW/WIND STORMS, FLOODING, MUDSLIDES
DR-979-CA	1993	Flood	SEVERE WINTER STORM, MUD & LAND SLIDES, & FLOODING
DR-1008-CA	1994	Earthquake	NORTHRIDGE EARTHQUAKE
DR-1005-CA	1994	Fire	FIRES, MUD/LANDSLIDES, FLOODING, SOIL EROSION
DR-1046-CA	1995	Severe Storm	SEVERE WINTER STORMS, FLOODING LANDSLIDES, MUD FLOW
DR-1044-CA	1995	Severe Storm	SEVERE WINTER STORMS, FLOODING, LANDSLIDES, MUD FLOWS
DR-1203-CA	1998	Severe Storm	SEVERE WINTER STORMS AND FLOODING
FM-2405-CA	2002	Fire	ANTONIO FIRE
DR-1585-CA	2005	Severe Storm	SEVERE STORMS, FLOODING, LANDSLIDES, AND MUD AND DEBRIS FLOWS
DR-1577-CA	2005	Severe Storm	SEVERE STORMS, FLOODING, DEBRIS FLOWS, AND MUDSLIDES
FM-2630-CA	2006	Fire	SIERRA FIRE
FM-2683-CA	2007	Fire	241 FIRE
DR-1731-CA	2008	Fire	WILDFIRES, FLOODING, MUD FLOWS, AND DEBRIS FLOWS
FM-2737-CA	2008	Fire	SANTIAGO FIRE
FM-2792-CA	2009	Fire	FREEWAY FIRE COMPLEX
DR-1810-CA	2009	Fire	WILDFIRES
DR-1952-CA	2011	Flood	SEVERE WINTER STORMS, FLOODING, AND DEBRIS AND MUD FLOWS
FM-5213-CA	2017	Fire	CANYON FIRE
DR-4305-CA	2017	Flood	SEVERE WINTER STORMS, FLOODING, AND MUDSLIDES
FM-5223-CA	2018	Fire	CANYON 2 FIRE

Table 4-1: Disaster Declarations for Orange County			
Disaster Number	**(Fiscal) Year**	**Incident Type**	**Incident Title**
DR-4344-CA	2018	Fire	WILDFIRES
DR-4482-CA	2020	Biological	COVID-19 PANDEMIC
FM-5383-CA	2021	Fire	BOND FIRE
FM-5381-CA	2021	Fire	BLUE RIDGE FIRE
FM-5380-CA	2021	Fire	SILVERADO FIRE
FM-5439-CA	2022	Fire	COASTAL FIRE
DR-4683-CA	2022-2023	Flood	SEVERE WINTER STORMS, FLOODING, LANDSLIDES, AND MUDSLIDES
DR-4699-CA	2023	Flood	SEVERE WINTER STORMS, FLOODING, LANDSLIDES, AND MUDSLIDES
FM-5538-CA	2024	Fire	AIRPORT FIRE
DR-4769-CA	2024	Flood	SEVERE WINTER STORMS, FLOODING, AND MUDSLIDES

4.3 Hazard Identification

A list of all the hazards that had the potential to occur in the City was presented to stakeholders in the first planning team meeting and to the general public through a survey. The list of hazards was derived from the previous LHMP, the Emergency Operations Plan, the Orange County Local Hazard Mitigation Plan, and the 2023 California State Hazard Mitigation Plan. The 2016 LHMP contained the following hazards:

- Seismic Hazards
- Wildland Fires / Urban Fires
- Extreme Heat
- Drought
- Severe Weather (wind/rain/lightening)
- Hazardous Materials
- Landslides / Expansive Soil / Erosion
- Flood
- Terrorism
- Dam Failure
- Epidemic and Vector Borne Disease

FEMA guidance identifies several hazards that communities should evaluate for inclusion in a hazard mitigation plan. Communities may also consider additional hazards for their plans. The HMPC reviewed all the hazards in **Table 4-2**, excluding those that do not pose a threat or are not a significant concern to Orange.

Table 4-2 lists the hazards considered and explains the reasoning for inclusion/exclusion. For context, this table also shows if a hazard is recommended for consideration by FEMA,

if it is included in the 2023 California State Hazard Mitigation Plan (SHMP), and if it is included in the County of Orange Local Hazard Mitigation Plan (OC HMP).

Table 4-2: Hazard Evaluation for Orange LHMP			
Hazard	**Recommended for Consideration by Regulatory and Partner Agencies**	**Included in City of Orange 2025 LHMP?**	**Provide a Reason for Inclusion or Exclusion**
Agricultural Pests	SHMP	No	There are no large agricultural areas in the community, the HMPC did not identify this as a hazard of concern for the City.
Air Pollution	SHMP	No	Air pollution is a state and regional issue that is addressed through plans and regulations administered by the South Coast Air Quality Management District and/or California Air Resources Board. Since the City does not regulate these resources, the HMPC did not identify this as a hazard of concern that could be addressed in this plan.
Aircraft Incident	SHMP	No	John Wayne Airport is an Orange County owned airport located 9 miles South of central Orange. Given the lack of control the City has over this asset and few past incidents associated with aircraft incidents have occurred, the HMPC determined that this hazard should not be included in the plan.
Aquatic Invasive Species	SHMP	No	There are no aquatic invasive species in Orange that could endanger the community.
Avalanche	FEMA guidance SHMP	No	Orange is not located within potential avalanche zones.
Civil Disturbance or Riot	SHMP	No	Historically, protests have impacted surrounding jurisdictions but have not affected Orange. For this reason, the HMPC did not identify this as a hazard of concern.

Table 4-2: Hazard Evaluation for Orange LHMP			
Hazard	**Recommended for Consideration by Regulatory and Partner Agencies**	**Included in City of Orange 2025 LHMP?**	**Provide a Reason for Inclusion or Exclusion**
Climate Change	SHMP OC HMP	Yes	Climate change is discussed as a function of each relevant hazard and is mentioned throughout the Plan. Orange has been impacted and will continue to see impacts of climate change
Coastal Flooding and Storm	FEMA guidance SHMP OC LHMP	No	Orange is not located along the coast of California.
Cyber Threats	SHMP	Yes	With the increase in cyber threats occurring throughout California and the nation, the HMPC is concerned about the potential effects on vital records, communications, and infrastructure systems.
Dam Failure	FEMA guidance SHMP OC LHMP	Yes	There are several dams that can potentially inundate the City. The HMPC identified dam failure as a hazard of concern.
Drought	SHMP OC LHMP	Yes	While the HMPC is confident in the current hydrologic infrastructure to supply water for the City, drought can potentially impact the operations of Orange.
Loss of Power	SHMP	Yes	Orange is at risk of power outages and has experienced them annually. The City works directly with Southern California Edison to mitigate potential impacts. The HMPC identified loss of power as a hazard of concern.
Epidemic, Pandemic, Vector-Borne Disease	SHMP OC LHMP	Yes	The City like all of Orange County, experienced significant effects from previous pandemics. The HMPC identified Infectious Diseases as a hazard of concern in the City of Orange.

Table 4-2: Hazard Evaluation for Orange LHMP			
Hazard	**Recommended for Consideration by Regulatory and Partner Agencies**	**Included in City of Orange 2025 LHMP?**	**Provide a Reason for Inclusion or Exclusion**
Erosion	FEMA guidance SHMP OC LHMP	Yes	Erosion continues to be a problem for the City. Particularly around the winter season where storms can erode mountain sides. HMPC identified erosion as a hazard of concern for the City.
Expansive Soil	FEMA guidance OC LHMP	No	Expansive soils were not identified by the HMPC as a hazard of concern. While they could exist, the City requires compliance with the California Building Code, which is intended to mitigate hazards associated with this condition.
Extreme Cold	FEMA guidance SHMP	No	Temperatures in the City do not reach a level that would be considered a danger to public safety. Due to this, the HMPC did not identify this as a hazard of concern.
Extreme Heat	FEMA guidance SHMP OC LHMP	Yes	Extreme Heat conditions have occurred frequently in Orange and is expected to be a recurring event. Extreme heat was identified by the HMPC as a hazard of concern.
Fault Rupture	FEMA guidance SHMP OC LHMP	Yes	There are several faults that can impact Orange and cause major damage. The HMPC identifies fault rupture as a hazard of concern.
Flooding	FEMA guidance SHMP OC LHMP	Yes	Flooding presents a significant challenge for Orange, affecting its environment, infrastructure, and community. The effects of climate change have only exacerbated the issue. The HMPC identified flooding as a hazard of concern included in the Flooding profile.
Fracking	SHMP	No	Fracking does not occur in the City.
Hail	FEMA guidance	No	Hail that is severe enough to pose a threat to people and property is too rare in Orange to be included.

Table 4-2: Hazard Evaluation for Orange LHMP			
Hazard	**Recommended for Consideration by Regulatory and Partner Agencies**	**Included in City of Orange 2025 LHMP?**	**Provide a Reason for Inclusion or Exclusion**
Hazardous Materials Release	SHMP OC LHMP	Yes	The presence of uses for storing, manufacturing, disposing, and transporting hazardous materials was not identified as a concern for the HMPC.
Hurricane	FEMA guidance SHMP	No	Historically, hurricanes do not occur in Orange. Although Tropical Stom Hillary impacted the City in August 2023, no significant damage from Hillary was reported in Orange.
Infrastructure Failure	SHMP	Yes	Infrastructure failure can pose a threat to people and property in Orange. The HMPC believed that aging infrastructure can lead to infrastructure failure.
Landslide	FEMA guidance SHMP OC LHMP	Yes	Landslides associated with earthquakes and storms can occur in the hilly sections of Orange.
Levee Failure	SHMP	No	Orange does not have levees in its jurisdiction.
Lightning	FEMA guidance OC LHMP	No	Although lightning does occasionally occur in Orange, it does not pose a significant threat to people or property.
Liquefaction	FEMA guidance SHMP OC LHMP	Yes	Orange has areas with loose, unconsolidated sediments, which can be prone to liquefaction during strong seismic events. The HMPC identified liquefaction as a hazard of concern.
Methane Containing Soils	SBC HMP	No	The City does not have methane- containing soils that pose a threat to the public health and safety of residents and businesses. The HMPC did not identify this as a hazard of concern to the City.

Table 4-2: Hazard Evaluation for Orange LHMP			
Hazard	**Recommended for Consideration by Regulatory and Partner Agencies**	**Included in City of Orange 2025 LHMP?**	**Provide a Reason for Inclusion or Exclusion**
Natural Gas Pipeline Hazards	SHMP	No	The City does have a network of natural gas pipelines throughout the City, but have not experienced a significant number of incidents as a result of them. The HMPC did not identify this as a hazard of concern to the City.
Oil Spills	SHMP	No	There is no history of oil drilling and extraction within the City. Based on this, the HMPC did not identify this as a hazard of concern to the City.
Radiological Accidents	SHMP	No	There are no known major sources of radiation in Orange or the immediate surrounding area that could pose a serious threat to the community.
Sea-level Rise	FEMA guidance SHMP	No	The City is not located along the coast. The HMPC did not identify this as a hazard of concern for the City
Seiche	FEMA guidance SHMP	No	There are no major bodies of water in Orange that could be subjected to seiche.
Seismic Shaking	FEMA guidance SHMP	Yes	Orange is in a seismically active area where shaking can be severe enough to damage property or cause loss of life. For this reason, the HMPC determined it should be addressed in this plan.
Severe Wind	FEMA guidance	Yes	Severe Weather includes discussions regarding, severe wind, which are weather-related hazards that are most common in Orange.
Severe Weather and Storms	FEMA guidance SHMP OC LHMP	Yes	Severe Weather includes discussions regarding, severe wind, and rain, and extreme heat which are weather-related hazards that are most common in Orange.
Storm Surge	FEMA guidance	No	Orange is not a coastal community that experiences storm surge annually. The HMPC did not identify this as a hazard of concern to the City.

Table 4-2: Hazard Evaluation for Orange LHMP			
Hazard	**Recommended for Consideration by Regulatory and Partner Agencies**	**Included in City of Orange 2025 LHMP?**	**Provide a Reason for Inclusion or Exclusion**
Subsidence	FEMA guidance	Yes	Orange's underlying geology includes sedimentary rocks and tectonic activity, which can contribute to ground movement. Subsidence is not discussed as a stand-alone hazard but rather is a function of the Seismic Hazard profile.
Terrorism	SHMP OC LHMP	Yes	The HMPC was concerned about terrorism incidents posing a threat to public safety.
Thunderstorm	SHMP	No	Thunderstorms that cause damage and endanger public safety are rare in the Southern California region. The HMPC did not identify this as a hazard of concern.
Transportation Accidents	SHMP	No	Orange does not have a rail or bus system that would cause a significant number a accidents. The HMPC did not identify transportation accidents as a hazard of concern.
Tornadoes	FEMA guidance SHMP OCLHMP	No	No tornadoes are known to have occurred in Orange. The HMPC did not identify this as a hazard of concern.
Tree Mortality	SHMP	Yes	The HMPC did identify this as a hazard of concern.
Tsunami	FEMA guidance SHMP	No	Orange is not a coastal community. The HMPC did not identify this as a hazard of concern to the City.
Urban Fire	SHMP OC LHMP	Yes	Orange has an urban population that can be impacted by fire. The HMPC identified urban fires as a risk to property and life in Orange.
Volcano	SHMP	No	There are no volcanoes near Orange. The HMPC did not identify this as a hazard of concern to the City
Wildland Fire	FEMA guidance SHMP OC LHMP	Yes	Portions of the City are in the very high fire danger zone as determined by Cal Fire. The HMPC identified wildland fire as a hazard of concern.

Proposed 2025 City of Orange Hazards

Table 4-3: Hazard Profiles in 2025 Plan	
Hazard Type	**Sub-Categories**
Climate Change	Discussed as a standalone hazard and in all Hazard Categories
Dam Failure	
Drought	
Earthquake/Geologic Hazards	• Seismic Shaking • Subsidence • Fault Rupture • Liquefaction
Fire	• Urban Fire • Wildland Fire
Flooding	
Landslide	• Erosion
Pandemic	
Severe Weather	• Severe Wind • Extreme Heat • Winter Storm
Tree Mortality	
Human-Caused Hazards	• Power Outage • Cyber Attack • Hazardous Materials • Terrorism • Infrastructure Failure

4.4 Hazard Risk Rating

For the 2025 LHMP, the risk for each potential hazard was rated using the CPRI. The CPRI examines four criteria for each hazard (probability, magnitude/severity, warning time, and duration) (**Table 4-4**). For each hazard, an index value is assigned for each CPRI category from "0" to "4", with "0" being the least hazardous and "4" being the most hazardous situation. This value is then assigned a weighting factor, and the result is a hazard ranking score (**Table 4-5**).

Table 4-4: Calculated Priority Risk Index				
CPRI Category	**Degree of Risk Chart**			**Assigned Weight**
	Level ID	Description	Index Value	
Probability	Unlikely	Extremely rare with no documented history of occurrences or events. Annual probability of less than 0.001.	1	45%
	Possible	Rare occurrences with at least one (1) documented or anecdotal historic event. Annual probability of between 0.01 and 0.001.	2	
	Likely	Occasional occurrence with at least two (2) or more documented historical events. Annual probability of between 0.1 and 0.01.	3	
	Highly Likely	Frequent events with a well-documented history of occurrence. Annual probability of greater than 0.1.	4	
Magnitude - Severity	Negligible	Negligible property damages (less than 5% of critical and non-critical facilities and infrastructure). Injuries or illnesses are treatable with first aid, and there are no deaths. Negligible quality of life lost. Shut down of critical facilities for less than 24 hours.	1	30%
	Limited	Slight property damages (greater than 5% and less than 25% of critical and non-critical facilities and infrastructure). Injuries and illnesses do not result in permanent disability, and there are no deaths. Moderate quality of life lost. Shut down of critical facilities for more than 1 day and less than 1 week.	2	
	Critical	Moderate property damages (greater than 25% and less than 50% of critical and non-critical facilities and infrastructures). Injuries or illnesses result in permanent disability and at least one death. Shut down of critical facilities for more than 1 week and less than 1 month.	3	

Table 4-4: Calculated Priority Risk Index				
CPRI Category	**Degree of Risk Chart**			**Assigned Weight**
	Level ID	Description	Index Value	
	Catastrophic	Severe property damages (greater than 50% of critical and non-critical facilities and infrastructure). Injuries or illnesses result in permanent disability and multiple deaths. Shut down of critical facilities for more than 1 month.	4	
Warning Time	> than 24 hours	Population receives greater than 24 hours of warning.	1	15%
	12 to 24 hours	Population receives between 12-24 hours of warning.	2	
	6 to 12 hours	Population receives between 6-12 hours of warning.	3	
	< than 6 hours	Population receives less than 6 hours of warning.	4	
Duration	< than 6 hours	Disaster event will last less than 6 hours.	1	10%
	6 to 24 hours	Disaster event will last between 6-24 hours.	2	
	24 hours to 1 week	Disaster event will last between 24 hours and 1 week.	3	
	> than 1 week	Disaster event will last more than 1 week.	4	

The results of the CPRI are contained in **Table 4-5** below:

Table 4-5: Hazard Ranking Results of the CPRI									
2025 Proposed Hazards	Probability	Weighted 45%	Magnitude Severity	Weighted 30%	Warning Time	Weighted 15%	Duration	Weighted 10%	CPRI Ranking
Climate Change	4	1.8	2	.60	1	.15	4	.40	**2.95**
Cyber Attack	2	.90	4	1.20	4	.60	4	.40	**3.10**
Dam Failure	1	.45	3	.90	3	.45	2	.20	**2.00**
Drought	3	1.35	2	.60	1	.15	4	.40	**2.50**
Earthquake	3	1.35	4	1.20	4	.60	4	.40	**3.55**

Table 4-5: Hazard Ranking Results of the CPRI									
2025 Proposed Hazards	Probability	Weighted 45%	Magnitude Severity	Weighted 30%	Warning Time	Weighted 15%	Duration	Weighted 10%	CPRI Ranking
Extreme Weather	3	1.35	2	.60	1	.15	3	.30	2.40
Fire (Wild/Urban)	3	1.35	3	.90	4	.60	3	.30	3.15
Flooding	3	1.35	2	.60	2	.30	2	.20	2.45
Hazardous Materials	3	1.35	3	.90	4	.60	2	.20	3.05
Landslide	2	0.90	2	.60	4	.60	1	.10	2.20
Pandemic	2	0.90	4	1.20	2	.30	4	.40	2.80
Power Outage	3	1.35	3	.90	4	.60	2	.20	3.05
Erosion	3	1.35	2	.60	1	.15	3	.30	2.40
Terrorism	3	1.35	4	1.20	4	.60	2	.20	3.35
Tree Mortality	2	.90	1	.30	4.	.60	4	.40	2.20

CPRI Hazard Risk Scoring

Risk Level	Severe	High	Moderate	Low
Rank Score	3.5 – 4.0	3.0 – 3.4	2 – 2.9	1 – 1.9

Power failure and infrastructure failure has the most immediate and disruptive impacts on the city due to potential interruption of public safety systems and water service to customers.

4.5 Hazard Profiles

The hazards that were identified by the planning team that can potentially impact the City are profiled below. Each hazard profile includes a description of the type, location, extent, previous occurrences, regulatory environment, probability of future event, and Impacts of climate change within the profile. Maps and graphs are used in this plan to display hazard identification data.

The 2025 LHMP lists 11 primary hazards that affect the planning area based on historical information, the presence of the hazard, and the likelihood of future occurrences of the hazard. Hazard profiles serve as the basis for hazard assessment.

4.5.1 Climate Change

Hazard Description

The earth's climate is changing. The State has warmed about 2°F in the last century. Heat waves are becoming more common throughout the southwestern United States, and snow is melting earlier in spring. In the coming decades, changing climate is likely to decrease the Colorado River's water flow, threaten livestock's health, increase the frequency and intensity of wildfires, and convert some rangelands to the desert.

The U.S. Environmental Protection Agency (EPA) describes climate change as "any significant change in the measures of climate lasting for an extended period of time. In other words, climate change includes major changes in temperature, precipitation, or wind patterns, among other effects, which occur over several decades or longer."

Many people confuse climate change with global warming, the recent and ongoing rise in global average temperatures near Earth's surface. However, global warming represents only one aspect of climate change. Earth's average temperature has risen by 1.4°F over the past century and is projected to rise another 2.0°F to 11.5°F over the next hundred years. Rising global temperatures have been accompanied by changes in weather and climate. Many places have seen changes in rainfall, resulting in more floods, droughts, or intense rain, as well as more frequent and severe heat waves. The planet's oceans and glaciers have also experienced changes, with every glacier and permanent icefield in the State of California receding or melting entirely. Oceans are warming and becoming more acidic, ice caps are melting, and sea levels are rising. The effects of these indicators include:

- **Greenhouse Gases:** Human activities have increased the emissions of greenhouse gases. As a result of the increase in emissions, the average concentrations of heat-trapping gases in the atmosphere are also increasing.
- **Weather and Climate:** Average U.S. and global temperatures are increasing while weather and climate attributes, such as precipitation, drought and tropical cyclone activity, are changing.
- **Oceans:** Average oceanic temperatures are increasing. Sea levels are rising worldwide due to thermal expansion and increases from ice melting, and waters are becoming more acidic.
- **Snow and Ice:** Glaciers in the U.S. and worldwide are generally shrinking, while snowfall and snow cover in the U.S. have decreased overall. The extent of the Arctic Sea ice is declining.
- **Health and Society:** Warmer temperatures and later fall frosts allow ragweed plants to produce pollen later into the year, potentially prolonging allergy season. The length of ragweed pollen season has increased at 10 out of 11 locations studied in the central U.S. and Canada since 1995. The change becomes more pronounced from south to north.

- **Ecosystems:** Many areas are experiencing earlier spring events, such as peak stream runoff and flower blooms. Bird migration patterns are changing, and wildfire zone size has increased.

History

Climate change has occurred throughout the planet's history due to variations in the earth's inclination to the sun, volcanic activity, and other factors such as asteroid impacts and the amount of solar radiation reaching the earth's surface rises and falls. The planet's temperature correlates to the amount of solar radiation arriving at the surface and the climate with it.

In relatively recent history, the last glacial period, popularly known as the Ice Age, occurred from c. 110,000 to 12,000 years ago. This most recent glacial period is part of a larger pattern of glacial and interglacial periods known as the Quaternary glaciation (c. 2,588,000 years ago to present). From this point of view, scientists consider this "ice age" to be merely the latest glaciation event in a much larger ice age that dates back over two (2) million years and is still ongoing.

During this last glacial period, there were several changes between glacier advance and retreat. The Last Glacial Maximum, the maximum extent of glaciation within the last glacial period, was approximately 22,000 years ago. While the general pattern of global cooling and glacier advance was similar, local differences in the development of glacier advance and retreat make it difficult to compare the details from continent to continent. Generally, temperature variation and glaciation patterns have lagged in atmospheric carbon dioxide (CO_2) content. **Figure 4-1** depicts global variations during the past 400,000 years as a correlation between temperature and atmospheric CO_2 content in part per million.

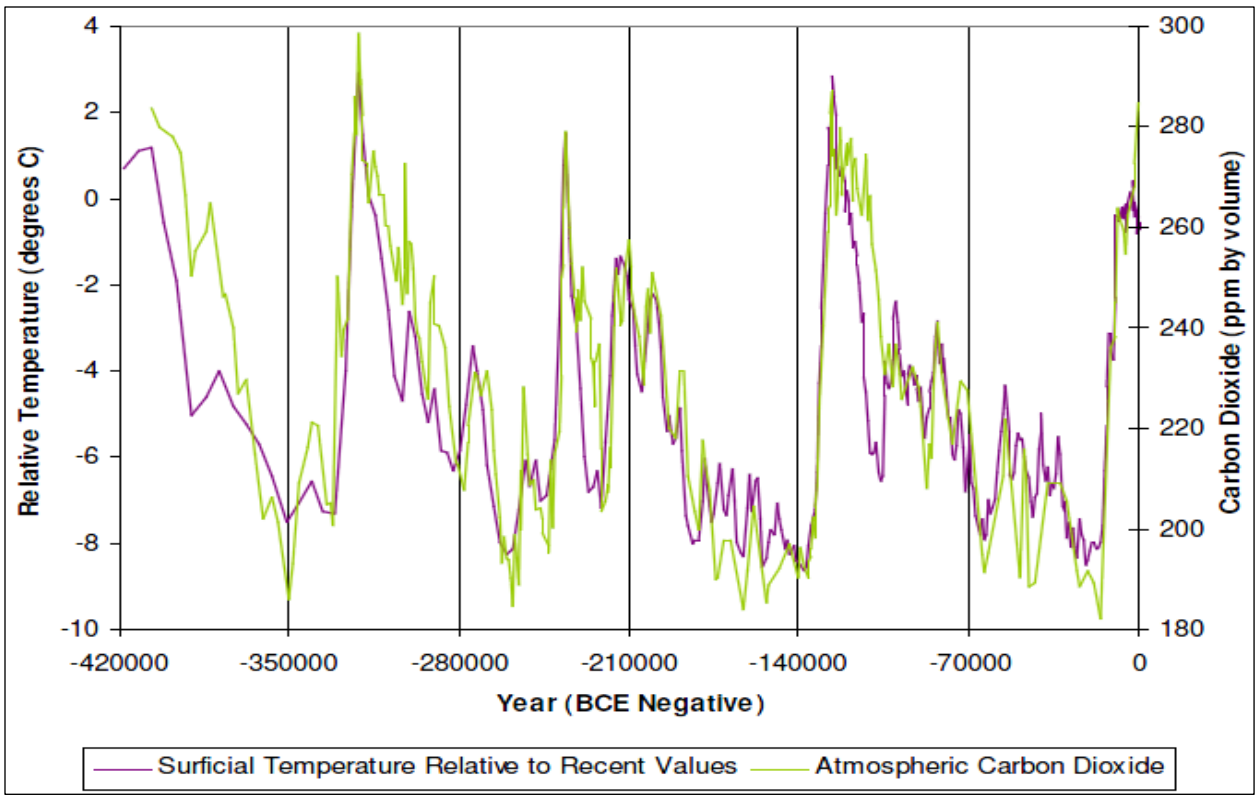


Figure 4-1: Temperature and Atmospheric CO2 Variation Past 400,000 Years

For 22,000 years, the planet has slowly warmed, and the glaciers retreated to high northern latitudes and mountains. In the last several decades of this period, human activity has likely led to a rapid increase in atmospheric CO_2 and a matching rise in global temperature. The result has been that climate change may be accelerating. **Figure 4-2** provides a graphical depiction of the recent history of temperature rise.

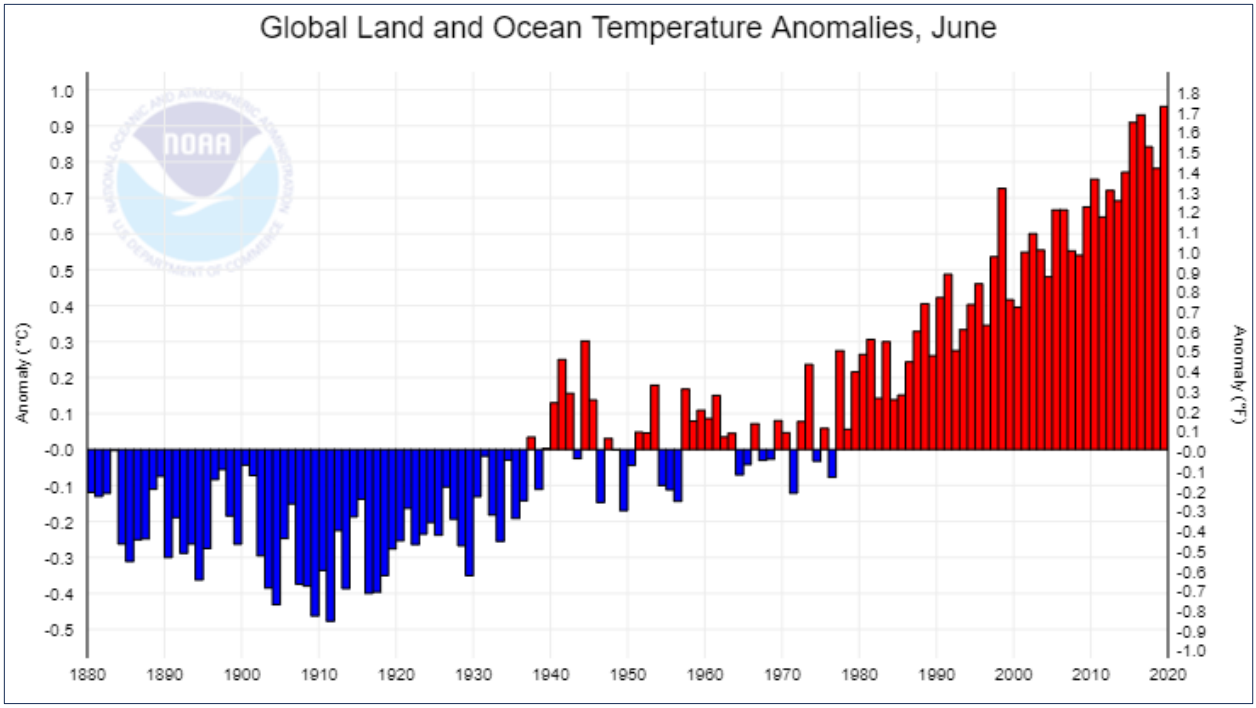


Figure 4-2: Temperature Rise Since 1880

Location

Warming and climate change are occurring globally with wide variations based on location and latitude. The polar regions have experienced particularly rapid changes in climate with increased ice melt and more sea-ice-free days. Climate change by its very definition is a global phenomenon, and so it is expected to affect the entire City.

Extent

Climate change is likely to affect the entire earth's population. More widespread drought and associated crop failure, movement of invasive species, more frequent wildfires, increased energy emergencies, and more intense climate events such as storms and extreme heat will occur throughout Orange County.

Specific Likely Impacts On California

Increasing droughts and higher temperatures will affect California's top agricultural products, including cattle, dairy, and vegetables. Hot temperatures threaten the health of cows and cause them to eat less, grow more slowly, and produce less milk. Livestock operations could also be impaired by fire, the lack of water, and changes in the landscape from grassland to woody shrubs, more typical of a desert. Reduced water availability would also create challenges for irrigated farms, which account for two-thirds of the water used in the state.

Wildfires, changing landscapes, higher temperatures, and drought are likely to increase the

severity, frequency, and extent of wildfires which could harm property, livelihoods, and human health. On average, more than 2% of the land in California has burned per decade since 1984. Wildfire smoke can reduce air quality and increase medical visits for chest pains, respiratory problems, and heart problems. The combination of more fires and drier conditions may expand deserts and otherwise change parts of California's landscape. Many plants and animals living in arid lands are already near the limits of what they can tolerate. A warmer and drier climate would generally extend deserts to higher elevations and expand their geographic ranges.

A dryer, hotter climate with more frequent droughts, combined with urban and agricultural water demands may result in lower water tables as aquifers are depleted faster than they are replenished.

In some cases, native vegetation may persist and delay or prevent the expansion of the desert. In other cases, fires or livestock grazing may accelerate the conversion of grassland to desert in response to a changing climate. For similar reasons, some forests may change to deserts or grassland.

Warmer and drier conditions make forests more susceptible to pests. Drought reduces the ability of trees to defend against attacks from pests such as bark beetles which have infested 100,000s of acres in California. Temperature controls the life cycle and winter mortality rates of many pests. With higher winter temperatures, some pests can persist year-round, and new pests and diseases may become established.

Hot days can be unhealthy, even dangerous. Certain people are especially vulnerable, including children, the elderly, the sick, and the poor. High air temperatures can cause heat stroke and dehydration and affect people's cardiovascular, respiratory, and nervous systems. Higher temperatures are amplified in urban settings where paved and other surfaces tend to store heat. Construction crews may have to increasingly operate on altered time schedules to avoid the heat of the day.

Rising temperatures can increase the formation of ground-level ozone, a key component of smog. Ozone has various health effects, aggravates lung diseases such as asthma, and increases the risk of premature death from heart or lung disease. The U.S. EPA and the California Air Resources Board have been working to reduce ozone concentrations. As the climate changes, continued progress toward clean air will be more difficult.

Probability of Future Events

Climate change is an ongoing, long-term hazard. The effects of increased CO_2 in the atmosphere will increase and persist for hundreds or thousands of years. It is likely (75% Chance) that Orange will be affected by the result of climate change every year.

Regulatory Context

The State of California has stepped into a leadership role in planning for reducing greenhouse gas emissions and adapting to the potential impacts of climate change. Key

laws, regulations, and policies helping to reduce Greenhouse Gas (GHG) emissions include:

The California Global Warming Solutions Act of 2006 (Assembly Bill [AB] 32 and Senate Bill [SB] 32): AB 32 is the primary legislation that has driven GHG regulation and analysis in California between 2006 and 2016 by instructing the California Air Resource Board (CARB) to develop and enforce regulations for reporting and verifying statewide GHG emissions. The heart of the bill is the requirement that statewide GHG emissions be reduced to 1990 levels by 2020. Based on CARB's calculations of emissions levels, California must reduce GHG emissions by approximately 15% below 2005 levels to achieve this goal. In September 2016, the Governor signed SB 32, which builds upon the statewide targets for 2020 by establishing a longer-term target so that "statewide greenhouse gas emissions are reduced to 40% below the 1990 levels by 2030." The bill further authorized CARB to adopt regulations to achieve the maximum technologically feasible and cost-effective greenhouse gas emissions reductions.

California Executive Orders S-3-05 (2005) and B-30-15 (2015): These two executive orders highlight longer-term GHG emissions reduction targets for the state, though such targets have not yet been adopted by the legislature and signed into law. Specifically, Executive Order (EO) S-3-05 seeks to achieve a reduction of GHG emissions of 80% below 1990 levels by 2050, consistent with the scientific consensus that developed regions will need to reduce emissions at least 80% below 1990 levels to limit global warming to 2.0°C. Executive Order B-30-15 seeks to establish an interim target between the 2020 target established through AB 32 and the long-term targets in EO S-3-05, to achieve a reduction of GHG emissions of 40% below 1990 levels by 2030.

CEQA and Greenhouse Gas Emissions (Senate Bill 97): In 2007, the Natural Resources Agency was directed by the legislature to prepare amendments to the California Environmental Quality Act (CEQA) Guidelines, providing direction to lead agencies on how to analyze and mitigate greenhouse gas emissions.

Senate Bill 379 (2015) Planning and Zoning Law: This legislation requires that the next revision of a jurisdiction's local hazard mitigation plan on or after January 1, 2017, or, if the local jurisdiction has not adopted a local hazard mitigation plan, beginning on or before January 1, 2022, include a review and update of the safety element to address climate adaptation and resiliency strategies applicable to that city or county. The bill would require the update to include a set of goals, policies, and objectives based on a vulnerability assessment, identifying the risks that climate change poses to the local jurisdiction and the geographic areas at risk from climate change impacts.

California has also prepared programs and guidance for local governments to consider identifying hazards and adapting to a changing climate.

California Climate Adaptation Strategy: Executive Order S-13-08: In 2008, the Governor signed EO S-13-08, which directed the California Natural Resources Agency to lead a statewide effort to develop a climate adaptation strategy. Published in 2009, the statewide plan describes climate trends and the potential impacts of climate change on key sectors,

and it outlines short- and long-term actions that state and local governments can take to address future climate impacts.

California Adaptation Planning Guide (APG): Published in 2012, this statewide resource serves as a guide to local governments to identify, evaluate, and plan for the range of unavoidable consequences their community may face in the future due to climate change. The APG includes a step-by-step process for conducting a vulnerability assessment and identifying potential adaptation strategies.

4.5.1.1 City Response to Climate Change

Communities and governments worldwide are working to address, evaluate and prepare for climate changes that are likely to impact communities in coming decades. Generally, climate change discussions encompass two separate but inter-related considerations: mitigation and adaptation. The term "mitigation" can be confusing because its meaning changes across disciplines:

- Mitigation in emergency management—as generally addressed in this hazard mitigation plan— is typically defined as the effort to reduce loss of life and property by lessening the impact of disasters.
- Mitigation in climate change discussions is defined as a human intervention to reduce impacts on the climate system. It includes strategies to reduce greenhouse gas sources and emissions and enhance greenhouse gas sinks.

Adaptation refers to adjustments in natural or human systems in response to actual or anticipated effects of climate change. These adjustments may moderate harm or exploit beneficial opportunities. Mitigation and adaptation are related, as the world's ability to reduce greenhouse gas emissions will affect the degree of adaptation that will be necessary. Some initiatives and actions can both reduce greenhouse gas emissions and support adaptation to future conditions.

Societies across the world need to adapt to climate change. Farmers are altering crops and agricultural methods to deal with changing rainfall and rising temperature; architects and engineers are redesigning buildings; planners are looking at managing water supplies to deal with droughts or flooding.

Adaptive capacity goes beyond human systems. Some ecosystems can adapt to change and buffer surrounding areas from the impacts of change. Forests can bind soils and hold large volumes of water, releasing it through the year; floodplains can absorb water during peak flows; coastal ecosystems can attenuate waves and reduce erosion. Other ecosystem services—such as food provision, timber, materials, medicines, and recreation—can provide buffers in the face of changing conditions.

4.5.2 Dam Failure

Hazard Description

Dams and reservoirs of jurisdictional size are defined in the California Water Code Sections 6000 through 6008. The Santa Ana River is controlled by a network of dams and flood control measures. This network of carefully planned dams has protected the City of Orange from any serious flooding events. The natural water cycle and flow are significantly altered to protect the adjacent communities from flood damage and to better use local water resources for urban and agricultural water supplies. The network of dams and flood control measures have been effective in controlling flood waters in Orange County and the surrounding region; however, a major earthquake could cause sudden failure of one of these facilities, resulting in major damage. As a result, the city can be exposed to property damage and public safety hazards from overbank flooding of the Santa Ana River or failure of the Peters Canyon, Prado, Santiago, or Villa Park Dams.

Location

Currently there are 44 dams and reservoirs within or immediately adjacent to Orange County. There are three dams that could impact the City of Orange: Santiago Dam, Villa Park Dam, Peters Canyon Dam, and Prado Dam. While all three dams could affect the city if they were to fail at near capacity, the Santiago and Villa Park Dam are the greatest threat.

Santiago Dam

Santiago Dam was built in 1933, is owned by Serrano and Irvine Ranch Water Districts and is located in the Santa Ana Mountains in eastern Orange County west of Black Star Canyon and north of Santiago Canyon Road in the City of Silverado. It is a roller compacted earth and rockfill structure with a 25,000 acre-feet capacity reservoir (Irvine Lake). Irvine Lake is the reservoir formed behind the dam and is the largest man-made lake in Orange County. The dam is designed to contain up to a 50-year flood and withstand a 500-year flood.

Villa Park Dam

Villa Park Dam built in 1963 is owned by the County of Orange. The Villa Park Dam is an embankment dam on Santiago Creek in Orange, California. Along with the upstream Santiago Dam, the Villa Park dam serves primarily for flood control for the cities of Villa Park, Orange, Tustin and Santa Ana and also regulates the inflow of Santiago Creek into the Santa Ana River.

Villa Park Dam is a flood control dam located downstream from Santiago Dam. It is an earth fill structure with a capacity of 15,600 acre-feet and is owned by the Orange County Flood Control District. The failure of the Santiago Dam could also result in a failure of the Villa Park Dam. Floodwaters from Villa Park Reservoir would affect approximately the same area west of the Costa Mesa Freeway as floodwaters originating from Santiago Reservoir.

However, flood waves would reach urbanized areas faster as only those ports of Old Towne south of La Veta Avenue may be inundated.

Prado Dam

Prado Dam built in 1941 is owned by the Army Corps of Engineers and is located in the City of Corona. The City lies within the Prado Reservoir inundation zone, meaning that if Prado Dam fails, large portions of the city would be at risk to inundation. However, the amount and duration of inundation would be based on the amount of water held in the reservoir at the time of the incident. In the event of Prado Dam failure, floodwaters would flow through the Santa Ana Canyon on its way to the Pacific Ocean. Recent modifications made to Prado Dam have upgraded the facility to ensure that it will withstand a 7.5 magnitude earthquake.

Peters Canyon Dam

Peters Canyon Dam is an earth-filled structure owned by Orange County and has a capacity of 626 acre-feet at the spillway pipe elevation of 537 feet mean sea level. Water stored varies from 200 acre-feet to 600 acre-feet depending on seasonal rain amounts. The dam is located approximately 3 miles westerly of Santiago Dam, near the upper part of the Peters Canyon watershed. Irvine constructed an earth-fill dam, 50 foot high with 700 acre-feet of capacity. Its purpose is to regulate the draft from Santiago Dam (Irvine Lake) to lower reservoirs. Distribution to southerly Irvine Ranch was via underground pipeline for one mile to the “High Line Canal. The open channel then carried the flow by gravity several miles easterly across the ranch.

History

Table 4-6 identifies dam failure events in Southern California from 1928 through 1963 (the most recent occurrence).

Table 4-6: Historical Dam Failure Events, Southern California

Date	Disaster Declaration #	Dam	Impacts
March 12, 1928	N/A	St. Francis Dam (located 40 miles NW of City of L.A.)	Up to 600 deaths
December 14, 1963	DR-161	Baldwin Hills Reservoir (located in City of Los Angeles)	5 deaths; 277 homes destroyed

While dam failures are infrequent in Southern California, one of the most notable dam failures occurred on December 14, 1963. The 155-foot-high Baldwin Hills Dam gave way and sent 360 million gallons of water in a 50-foot-high wall cascading onto the community below, killing five persons, destroying 277 homes, and damaging 50 million dollars (1963 dollars) in property. Luckily, early warning and prompt action by dam personnel and the

police prevented more lives from being lost. During construction of the Baldwin Hills Dam in 1950, geologists found that two faults ran through the reservoir and the earthen dam. One of the faults was thought to be active, so special drains were constructed underneath the reservoir to allow water, which might percolate through the fault to exit safely. The dam was built near a large oil field, and the extraction of oil caused the ground to subside, causing slippage between the two faults. The slippage was minimal (only a couple of centimeters), but it was enough to rupture the lining of the reservoir. The special drains quickly clogged up with sand and water, and the 65 million gallons of water quickly cut an opening under and through the dam itself.

Extent

Villa Park, Prado Dam, and Peters Canyon Dams are classified as High Hazard Dams DSOD uses a scale for defining the intensity or potential severity of dam failure solely based on potential downstream impacts to life and property. . This scale has four (4) categories (description below) which include the Federal categories.

- **Low:** No probable loss of human life and low economic and environmental losses. Losses are expected to be principally limited to the owner's property.
- **Significant:** No probable loss of human life, but it can cause economic loss, environmental damage, impacts to critical facilities, or other significant impacts.
- **High:** Expected to cause the loss of at least one human life.
- **Extremely High:** Expected to cause considerable loss of human life or would result in an inundation area with a population of 1,000 or more.

Probability of Future Occurrence

Based on the dam failure inundation maps, we can conclude that a large portion of the city is vulnerable to dam failure. The largest impact on the community from dam failure is the loss of life and property. Based on the low frequency of dam failure events occurring annually, It is unlikely (10% chance) that a dam failure event will affect the City annually.

Impacts of Climate Change

Severe weather such as more powerful rainstorms are likely to occur because of climate change. Atmospheric rivers which can create flooding throughout California may occur more frequently due to warmer weather and more moisture in storm systems. Climate change has the potential to cause more frequent and more heavy precipitation incidents. The results could be additional flows into with the potential for overtopping or other dam failure mechanisms.

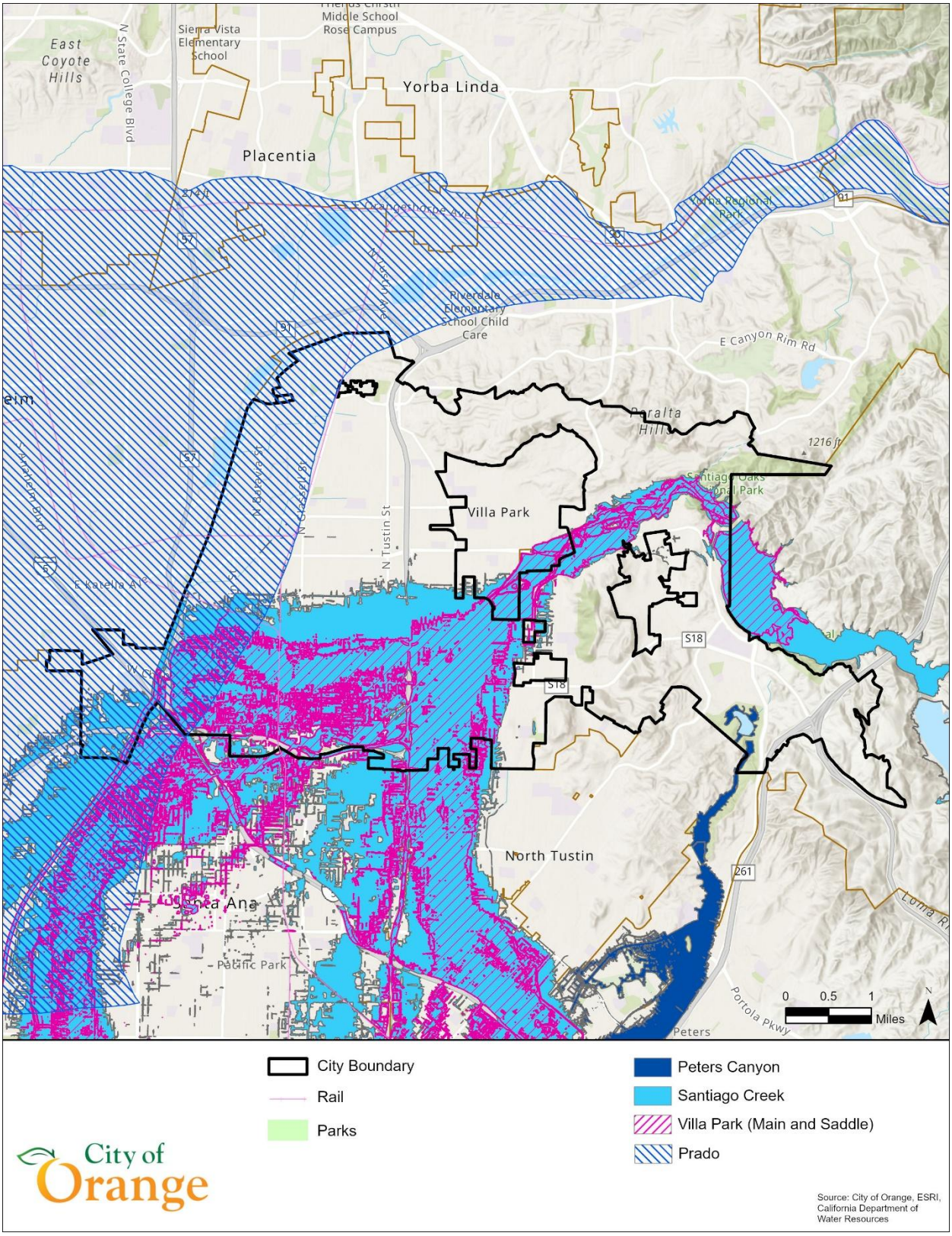


Figure 4-3: City of Orange Dam Inundation Zones

4.5.3 Drought

Hazard Description

Drought is a normal part of every climate on the planet, including areas of high and low rainfall. It is different from normal aridity, which is a permanent characteristic of the climate in areas of low rainfall. Drought is the result of a natural decline in the expected precipitation over an extended period, typically one or more seasons in length. The severity of drought can be aggravated by other climatic factors, such as prolonged high winds and low relative humidity.

Drought is a complex natural hazard which is reflected in the following four definitions commonly used to describe it:

- Meteorological drought is defined solely by the degree of dryness, expressed as a departure of actual precipitation from an expected average or normal amount based on monthly, seasonal, or annual time scales.
- Hydrological drought is related to the effects of precipitation shortfalls on stream-flows and reservoir, lake, and groundwater levels.
- Agricultural drought is defined principally in terms of naturally occurring soil moisture deficiencies relative to water demands of plant life, usually arid crops.
- Socioeconomic drought associates the supply and demand of economic goods or services with elements of meteorological, hydrologic, and agricultural drought. Socioeconomic drought occurs when the demand for water exceeds the supply as a result of a weather-related supply shortfall. It may also be called a water management drought.

A drought's severity depends on numerous factors, including duration, intensity, geographic extent, and regional water supply demands by humans and vegetation. Due to its multi-dimensional nature, drought is difficult to define in exact terms and also poses challenges in terms of comprehensive risk assessments.

Drought differs from other natural hazards in three ways. First, the onset and end of a drought are difficult to determine due to the slow accumulation and lingering effects of an event after its apparent end. Second, the lack of an exact and universally accepted definition adds to the confusion of its existence and severity. Third, in contrast with other natural hazards, the impact of drought is less obvious and may be spread over a larger geographic area. These characteristics have hindered the preparation of drought contingency or mitigation plans by many governments.

Droughts may cause a shortage of water for human and industrial consumption, hydroelectric power, recreation, and navigation. Water quality may also decline, and the number and severity of wildfires may increase. During drought conditions, water volumes in rivers, lakes, and reservoirs decrease, which may lead to higher concentrations of

pollutants and contaminants in the remaining water. This concentration effect is due to less dilution of salt, chemicals, and minerals. Warmer water temperatures during drought can also promote the growth of harmful algal blooms and bacteria that produce toxic compounds, further degrading water quality. Lower water availability can also impact water treatment infrastructure due to increase demand and operational challenges.

Location

When a drought is in effect, the entire City is affected.

History

Since record-keeping began, California and the western region of the U.S. have experienced several multi-year drought conditions. The City experienced severe drought from April 2007 through December 2009 and severe to exceptional drought from February 2013 through January 2017. A severe to exceptional drought began in 2020 and ended during the winter of 2022-2023. Source: U.S. Drought Monitor.

The following maps show the extent of drought conditions in California from February 2025, 2020, and 2015. They also include a chart showing the history of drought conditions in California from 2001 through early 2025.

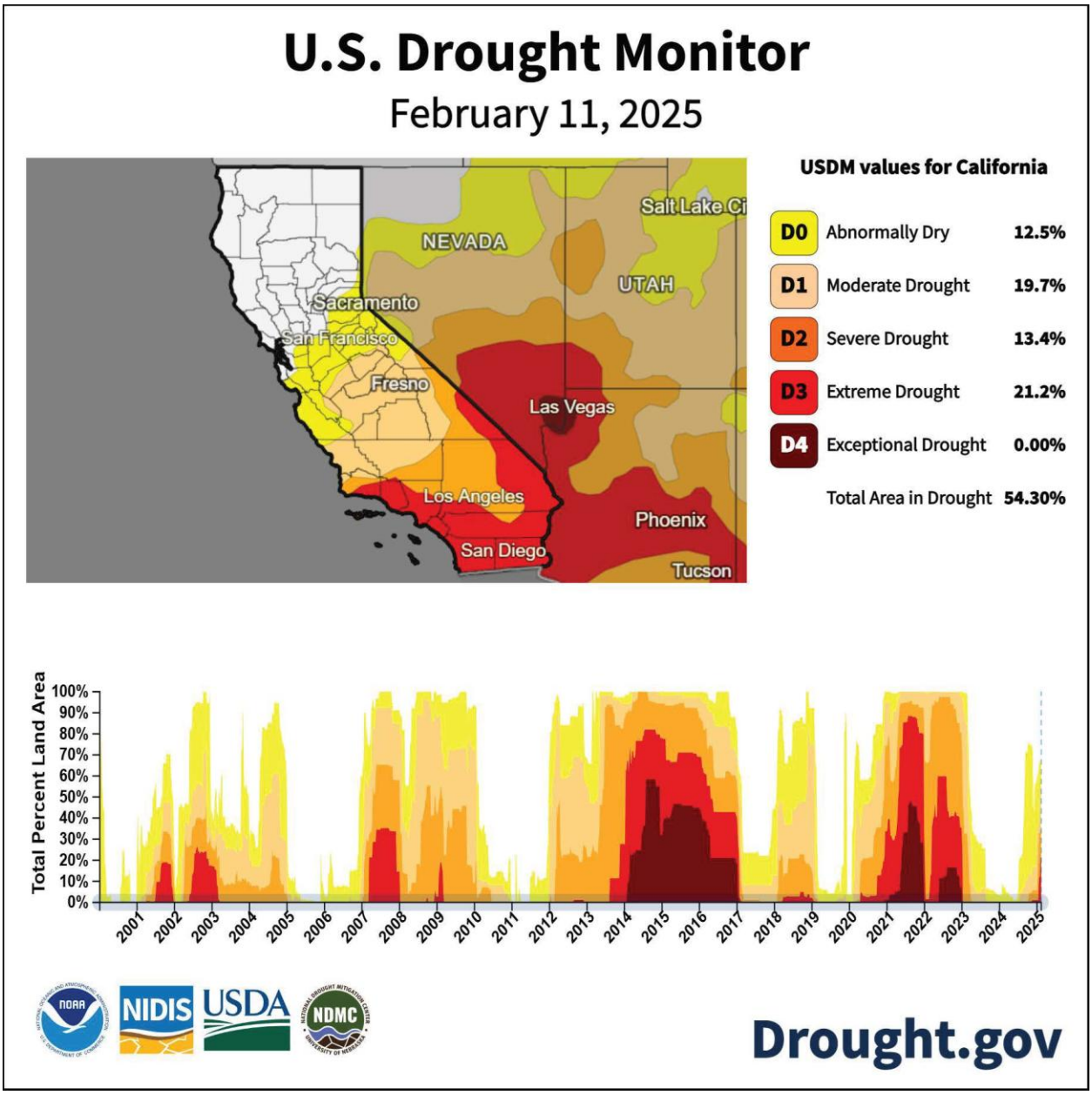


Figure 4-4: California Drought Monitor February 2025

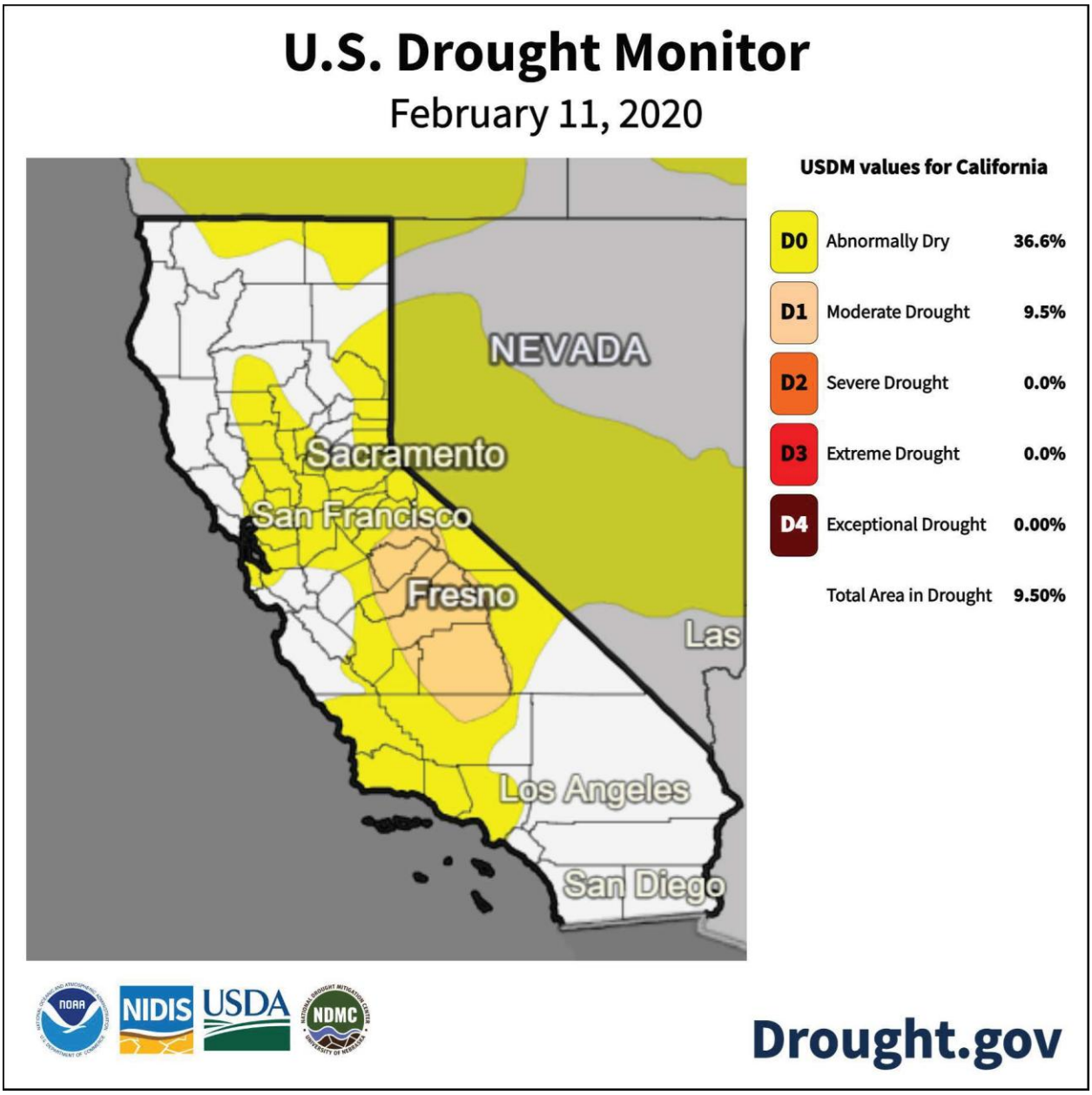


Figure 4-5: California Drought Monitor February 2020

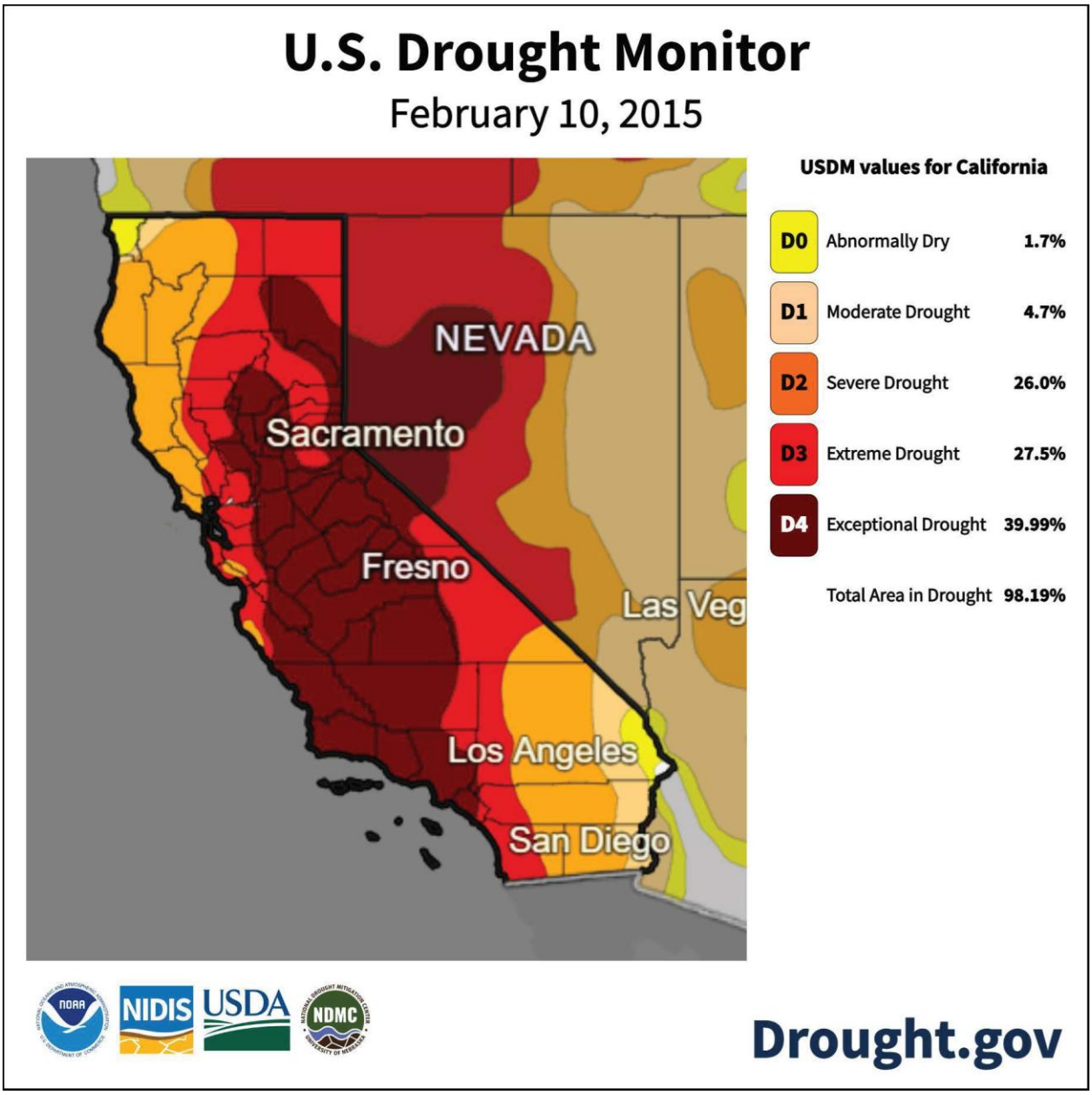


Figure 4-6: California Drought Monitor February 2015

Extent

The National Integrated Drought Information System (NIDIS) Act of 2006 (Public Law 109-430) prescribes an interagency approach for drought monitoring, forecasting, and early warning. The NIDIS maintains the U.S. Drought Portal, a centralized, web-based access point to several drought-related resources, including the U.S. Drought Monitor (USDM) and the U.S. Seasonal Drought Outlook (USSDO).

The primary indicators for these maps for the Western U.S. are the Palmer Hydrologic Drought Index and the 60-month Palmer Z-index. The Palmer Drought Severity Index

(PSDI) is a commonly used index that measures the severity of drought for agriculture and water resource management. It is calculated from observed temperature and precipitation values and estimates soil moisture. However, the Palmer Index is not considered consistent enough to characterize the risk of drought on a nationwide basis. Commonly used drought severity classifications are depicted in **Figure 4-7**.

Drought Severity Classification

		Ranges					
Category	Description	Possible Impacts	Palmer Drought Index	CPC Soil Moisture Model (Percentiles)	USGS Weekly Streamflow (Percentiles)	Standardized Precipitation Index (SPI)	Objective Short and Long-term Drought Indicator Blends (Percentiles)
D0	Abnormally Dry	Going into drought: short-term dryness slowing planting, growth of crops or pastures. Coming out of drought: some lingering water deficits; pastures or crops not fully recovered	-1.0 to -1.9	21-30	21-30	-0.5 to -0.7	21-30
D1	Moderate Drought	Some damage to crops, pastures; streams, reservoirs, or wells low, some water shortages developing or imminent; voluntary water-use restrictions requested	-2.0 to -2.9	11-20	11-20	-0.8 to -1.2	11-20
D2	Severe Drought	Crop or pasture losses likely; water shortages common; water restrictions imposed	-3.0 to -3.9	6-10	6-10	-1.3 to -1.5	6-10
D3	Extreme Drought	Major crop/pasture losses; widespread water shortages or restrictions	-4.0 to -4.9	3-5	3-5	-1.6 to -1.9	3-5
D4	Exceptional Drought	Exceptional and widespread crop/pasture losses; shortages of water in reservoirs, streams, and wells creating water emergencies	-5.0 or less	0-2	0-2	-2.0 or less	0-2

Figure 4-7: Commonly Used Drought Severity Classifications

Probability of Future Events

Drought in California is a common occurrence that can last for multiple years. It is often associated with the El Nino Southern Oscillation (ENSO), when La Nina conditions result in decrease winter precipitation. The regional climate is characterized by a distinct dry season (approximately May to September) and wet season (approximately October to April) defined by a few large precipitation events, though additional peaks in precipitation can occur. It is likely, (75%) that the City will experience a drought within the next 5 years.

Impact of Climate Change

Climate change is already profoundly impacting California's water resources, as evidenced by changes in snowpack, sea level, and river flows. These changes are expected to continue, and more precipitation will likely fall as rain instead of snow. This potential change in weather patterns will add additional challenges to water supply reliability.

The mountain snowpack provides as much as a third of California's water supply by

accumulating snow during wet winters and releasing it slowly during the spring and summer when the need is the greatest. Warmer temperatures will cause snow to melt faster and earlier, making it more difficult to store and use.

By the end of this century, the Sierra snowpack is projected to experience a 48% to 65% loss from the historical April 1st average. This loss of snowpack means less water will be available for Californians.

Climate change is also expected to result in more variable weather patterns throughout California. More variability can lead to longer and more severe droughts. In addition, rising sea levels will continue to threaten the Sacramento-San Joaquin Delta, the heart of the California water supply system and the source of water for 25 million Californians and millions of acres of prime farmland.

Regulatory Context

The State Water Resources Control Board (State Water Board) and the nine Regional Water Quality Control Boards (Regional Boards) protect water quality and allocate surface water rights. The Legislature created the State Water Board in 1967. The mission of the Water Board is to ensure the highest reasonable quality for waters of the State while allocating those waters to achieve the optimum balance of beneficial uses. The joint authority of water allocation and water quality protection enables the Water Board to provide comprehensive protection for California's waters. Regional Boards are semi-autonomous and have broad responsibilities within the framework of State regulatory guidance. The Department of Water Resources manages water usage, including water delivery to two-thirds of California's population through the State Water Project.

4.5.4 Earthquake/Geological Hazards

Hazard Description

An earthquake is the vibration of the earth's surface following a release of energy in the earth's crust. This energy can be generated by a sudden dislocation of the crust or by a volcanic eruption. Most destructive quakes are caused by dislocations of the crust. The crust may first bend and then, when the stress exceeds the strength of the rocks, break and snap to a new position. In the process of breaking, vibrations called "seismic waves" are generated. These waves travel outward from the source of the earthquake at varying speeds.

Ground shaking caused by a strong earthquake is probably the most important seismic hazard that can be expected anywhere in the City and larger Southern California area. The amount of earthquake shaking at a site is associated with the earthquake magnitude; the type of earthquake fault; the distance between the site and the earthquake source; the geology of the site; and how the earthquake waves decrease or increase as they travel from their source to the site in question. Shaking from the earthquake intensifies with a greater magnitude and closer distance to the epicenter. Softer soils and topographic ridges can also amplify seismic ground motions.

Surface rupture is an offset of the ground surface when fault rupture extends to the Earth's surface. Fault rupture almost always follows preexisting faults, which are zones of weakness. Any structure built across the fault is at risk of being torn apart as the two sides of the fault slip past each other. Normal and reverse surface fault ruptures have vertical motion while strike-slip surface fault ruptures produce lateral offsets. Other natural hazards that may be caused by earthquakes include liquefaction, and subsidence.

The City is located in a high seismic risk zone. This region is one of the most seismically active in the world, marked by the number of large, damaging earthquakes that have occurred in the past. The following geologic hazards are associated with earthquakes and may be caused by seismic activity, increasing the resulting damage:

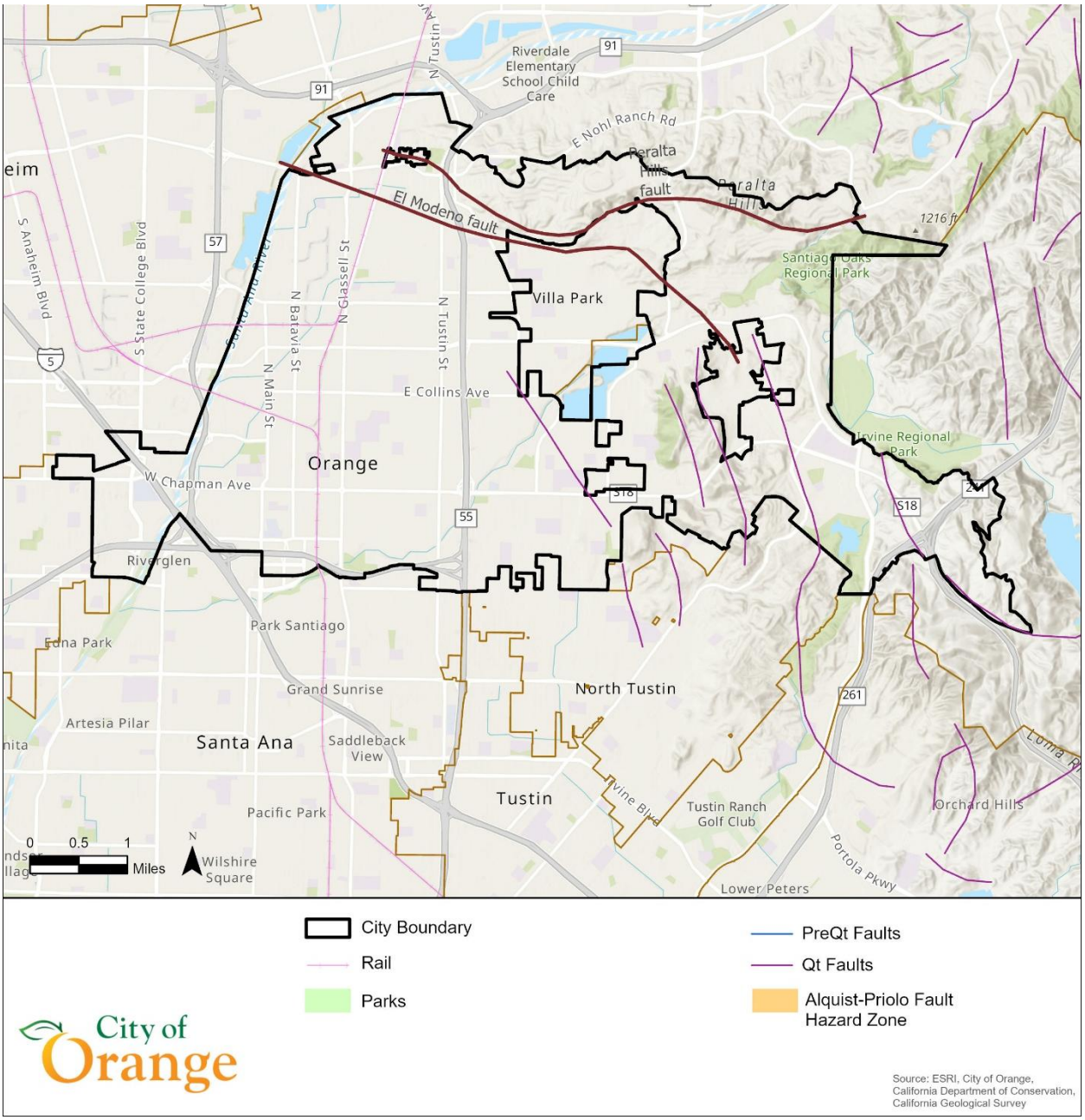


Figure 4-8: City of Orange Fault Locations

Liquefaction

Soil liquefaction is a phenomenon in which soil's strength and stiffness are reduced by earthquake shaking or other rapid loadings. Liquefaction and related phenomena have been responsible for tremendous amounts of damage in historical earthquakes around the world. Liquefaction can result in the settling and compacting of unconsolidated sediment in the event of a major earthquake. Liquefaction may increase as the ground acceleration and duration of shaking increase.

Areas subject to liquefaction in the City are shown in **Figure 4-9**.

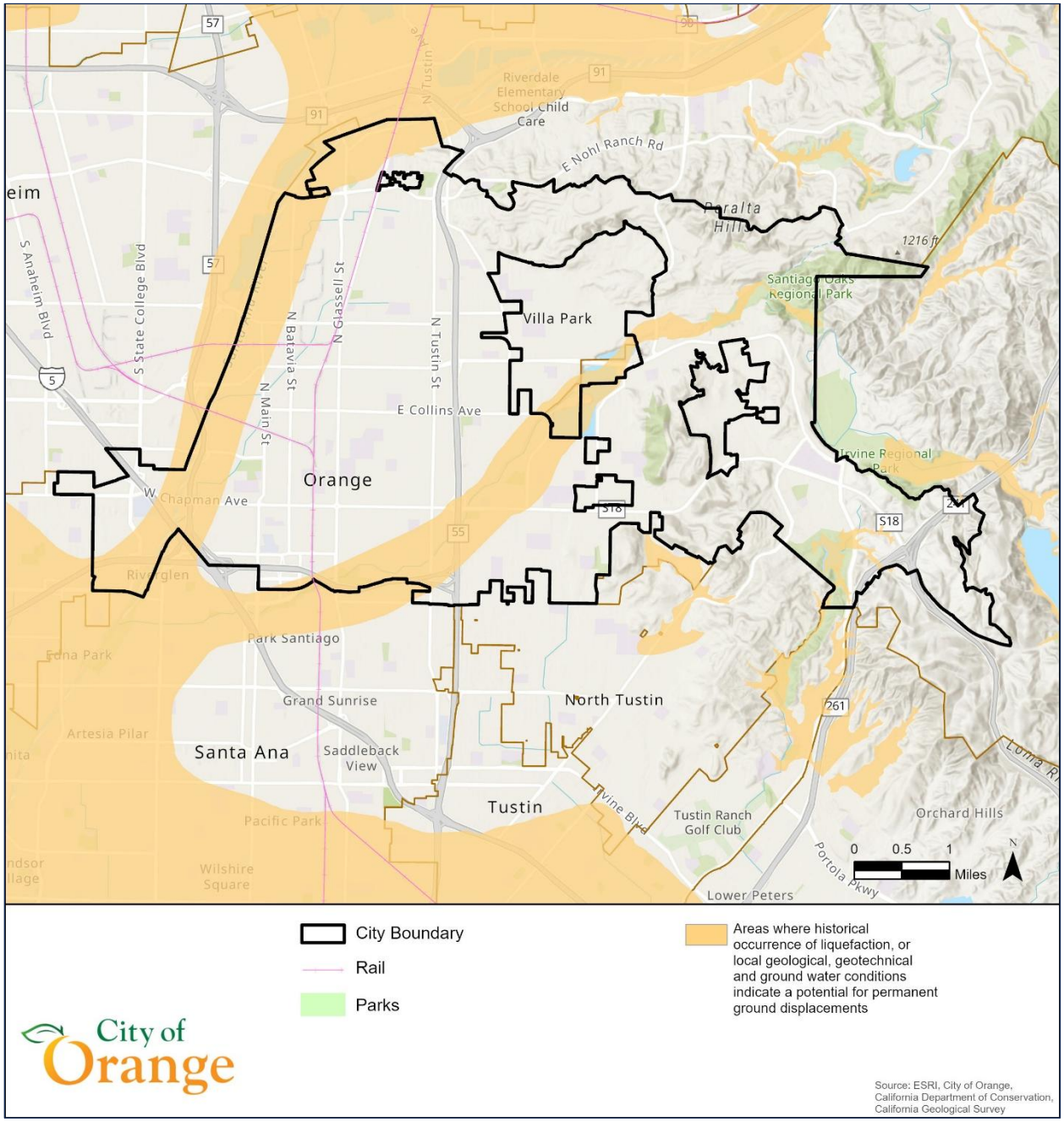


Figure 4-9: City of Orange Liquefaction Prone Areas

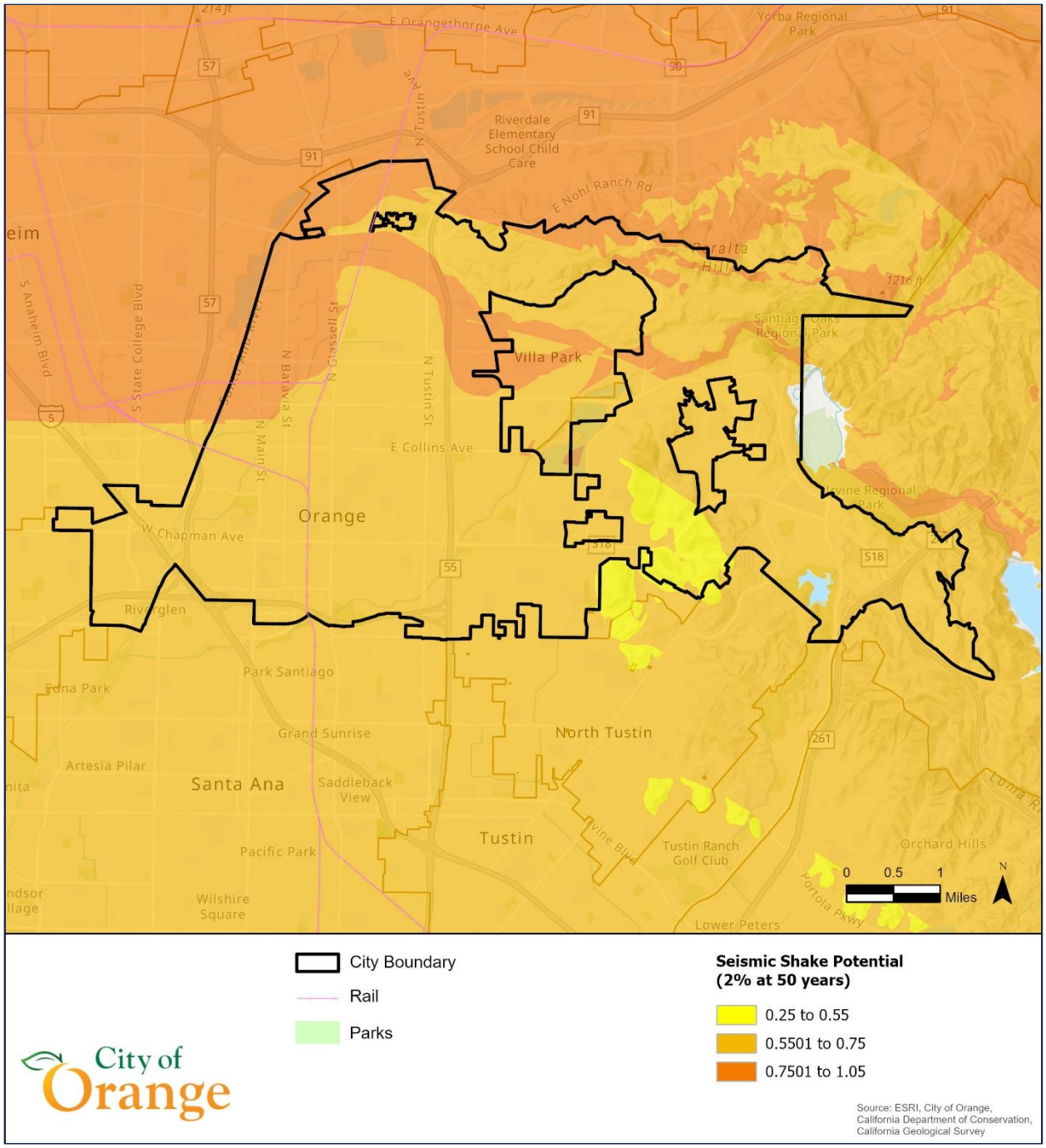


Figure 4-10: City of Orange Seismic Shake Potential

Subsidence

Subsidence is defined as the lowering of the land surface. Many different factors can cause the land surface to subside, such as a sinkhole or underground mine collapse, or during a major earthquake. Subsidence can also occur when large amounts of groundwater have been excessively withdrawn from an aquifer. The clay layers within the aquifer compact and settle, resulting in lowering the ground surface in the area from which the groundwater

is being pumped. Over time, as more water is removed from the area, the ground drops and creates a cone. Once the water has been removed from the sediment, it cannot be replaced.

Subsidence can occur in various ways during an earthquake. Movement that occurs along faults can be horizontal or vertical or have a component of both. As a result, a large area of land can subside drastically during an earthquake. Subsidence can also be caused during liquefaction. Liquefaction can result in the settling and compacting of unconsolidated sediment in the event of a major earthquake. This can result in the lowering of the land surface.

Location

The City of Orange planning area is traversed by two active faults: the Peralta Hills Fault and the El Modena Fault. The Peralta Hills Fault runs from the crossing of Lincoln Avenue over the Santa Ana River on the northwest, easterly along the base of the Peralta Hills and into the City of Villa Park, then southerly into the hills west of Peters Canyon Reservoir. The El Modena Fault runs from its intersection with the Peralta Hills Fault at the base of the Peralta Hills, southeasterly to Chapman Avenue. Both the Peralta Hills Fault and the El Modena Fault are classified as possibly active by the Southern California Earthquake Data Center. Displacements along these two faults are smaller than those along the more prominent regional faults, and the maximum probable earthquake magnitudes would be much less than those along the regional faults.

Faults outside the planning area that may cause destruction in the City include the San Andreas and Newport-Inglewood faults.

Figure 4-9 depicts the active faults and those deemed Pre-Quaternary (PQT). A Quaternary fault is one that has been recognized at the surface and that has moved in the past 1,600,000 years (1.6 million years). That places fault movement within the Quaternary Period, which covers the last 2.6 million years.

History

Southern California is one of the most seismically active areas in the U.S. The region has experienced at least nine earthquakes of Magnitude 6.5 or higher since 1812. Orange has not been included in any federal disaster declarations or state emergency proclamations related to earthquake/geological hazards. **Table 4-7** includes historical earthquakes recorded in Southern California greater than magnitude 5.5.

Table 4-7: Historical Earthquakes Recorded in Southern California

Date	Magnitude	Fault Name (Incident Name)
12/8/1812	7.5	San Andreas (Wrightwood Earthquake)
1/9/1857	7.9	San Andreas (Fort Tejon Earthquake)

4/21/1918	6.8	San Jacinto
11/4/1927	7.1	Unknown (Lompoc Earthquake)
5/18/1949	6.9	Imperial (Imperial Valley Earthquake)
7/21/1954	7.5	White Wolf
2/9/1971	6.5	San Fernando (San Fernando Earthquake)
1/17/1994	6.7	Northridge Thrust (Northridge Earthquake)
7/29/2008	5.5	Unknown (Chino Hills Earthquake)
7/5/2019	7.1	Garlock (Ridgecrest)

Extent

Two scales are used to measure the severity and intensity of an earthquake. The Modified Mercalli Intensity (MMI) Scale measures the ground shaking intensity in terms of acceleration, velocity, and displacement. The Moment Magnitude (Mw) Scale measures the severity of the earthquake by the amount of energy released at the source of the earthquake. The Mw scale, based on the concept of seismic moment, is uniformly applicable to all sizes of earthquakes. The extent of damage from an earthquake is determined by the magnitude of the earthquake, distance from the epicenter, and characteristics of surface geology. **Table 4-8** shows an approximate correlation between the Moment Magnitude (Mw) and the Modified Mercalli Intensity (MMI) Scale and its effects.

Table 4-8: Severity (Mw) and Intensity (MMI) Comparison

Magnitude (Mw)	MMI Scale: Intensity	Abbreviated MMI Scale: Effects	
1.0 - 3.0	I	I. Not felt except by a very few under especially favorable conditions.	
3.0 - 3.9	II – III	II. Felt only by a few persons at rest, especially on the upper floors of buildings.	III. Felt quite noticeably by persons indoors, especially on the upper floors of buildings. Many people do not recognize it as an earthquake. Standing motor cars may rock slightly. Vibrations similar to the passing of a truck. Duration estimated.

Table 4-8: Severity (Mw) and Intensity (MMI) Comparison			
Magnitude (Mw)	**MMI Scale: Intensity**	**Abbreviated MMI Scale: Effects**	
4.0 - 4.9	IV – V	IV. Felt indoors by many, outdoors by few during the day. At night, some awakened. Dishes, windows, doors disturbed; walls make cracking sound—a sensation like heavy truck striking building. Standing motor cars rocked noticeably.	V. Felt by nearly everyone; many awakened. Some dishes, windows broken. Unstable objects overturned. Pendulum clocks may stop.
5.0 - 5.9	VI – VII	VI. Felt by all, many frightened. Some heavy furniture moved; a few instances of fallen plaster—damage slight.	VII. Damage negligible in buildings of good design and construction; slight to moderate in well-built ordinary structures; considerable damage in poorly built or badly designed structures; some chimneys broken.
6.0 - 6.9	VIII – IX	VIII. Damage slight in specially designed structures; considerable damage in ordinary substantial buildings with partial collapse. Damage great in poorly built structures. Fall of chimneys, factory stacks, columns, monuments, walls. Heavy furniture overturned.	IX. Damage considerable in specially designed structures; well-designed frame structures thrown out of plumb. Damage great in substantial buildings, with partial collapse. Buildings shifted off foundations.
7.0 and higher	X - XI	X. Some well-built wooden structures destroyed; most masonry and frame structures destroyed with foundations. Rails bent.	XI. Few, if any (masonry) structures remain standing. Bridges destroyed. Rails bent greatly.
	XII	XII. Damage total. Lines of sight and level are distorted. Objects thrown into the air.	

Source: US Geological Survey (USGS): http://earthquake.usgs.gov/learn/topics/mag_vs_int.php

Probability of Future Events

Orange is in a seismically active area with many faults in the surrounding area and region-at-large. There will be an ever-present danger, of course, posed by any seismic shaking, which could potentially cause damage to buildings and/or infrastructure. It is almost inevitable that an earthquake will occur along one of the adjacent or regional fault lines and cause a major seismic event.

There is a strong likelihood that the City will experience a significant earthquake from one of the known major faults in the next 30 years. In 2015, the Working Group on California Earthquake Probabilities (WGCEP) issued its third Uniform California Earthquake Rupture Forecast (UCERF3), which determined within the next 30 years, the probabilities of earthquakes in Southern California are:

- 60% that an earthquake measuring magnitude 6.7
- 46% that an earthquake measuring magnitude 7
- 31% that an earthquake measuring magnitude 7.5

In addition to UCERF3 forecasts, which project the odds of a major earthquake on local and regional faults, the U.S. Geological Survey forecasts the severity of seismic shaking in different locations for various plausible earthquake scenarios.

Impact of Climate Change

Climate change is not expected to have any direct influence on the likelihood, size, and/or severity of any future seismic-related event. Landslides and other geological hazards can be more common with the impacts of climate change due to more extreme weather events causing greater water saturation of soils, such as during the 2023 atmospheric river events. More extreme El Niño weather events could also increase the amount of water dumped during each event despite the area becoming dryer on average.

4.5.5 Fire

Hazard Description

Wildfire

As defined in the California Fire Protection (CAL FIRE) 2010 Strategic Fire Plan, a wildfire event is an unwanted wildland fire including unauthorized human-caused fires, escaped wildfire use events, escaped prescribed wildfire projects, and all other wildfires.

Wildfire hazard is a significant and recurrent threat in the City and has the potential to destroy buildings, cause damage to vital infrastructure, injure people, and can result in loss of life, agricultural land, and animals. Wildfire season commences in early spring through late fall every year during the hotter, dryer months. Highly flammable vegetation and warm, dry summers create the potential for wildland fires in Orange. The risk of wildland fires is related to a combination of factors, including winds, temperatures, humidity levels, and fuel moisture content. Of these four factors, wind is the most crucial. Steep slopes also contribute to fire hazards by intensifying the effects of wind and making fire suppression difficult. Where there is easy public access to dry vegetation, fire hazards increase due to greater chance of human carelessness. High hazard areas include outlying residential parcels and open lands adjacent to residential areas. Such development has also moved the urban wildland interface (the area where human development meets undeveloped wildland) closer to higher-risk, wildfire hazard areas, increasing the number of people and buildings at risk as illustrated in **Figure 4-12:** Orange Fire Hazard Severity Zones.

Wildland Urban Interface (WUI) Fire

A WUI fire includes situations in which a wildland fire enters an area that is developed with structures and other human developments. In WUI fires, the fire is fueled by both naturally occurring vegetation and the urban structural elements themselves. According to the National Fire Plan issued by the U.S. Departments of Agriculture and Interior, the wildland-urban interface is defined as "...the line, area, or zone where structures and other human development meet or intermingle with undeveloped wildland or vegetative fuels."

The WUI fire can be subdivided into three categories (NWUIFPP, 1998): 1) classic wildland-urban interface; 2) the mixed wildland-urban interface; and 3) the occluded wildland-urban interface. The classic wildland-urban interface exists where well-defined urban and suburban development presses up against open expanses of wildland areas. The mixed wildland-urban interface is characterized by isolated homes, subdivisions, and small communities situated predominantly in wildland settings. The occluded wildland- urban interface exists where islands of wildland vegetation occur inside a largely urbanized area. Generally, many of the areas at risk within the City fall into the classic wildland-urban interface category.

Certain conditions must be present for a wildfire hazard to occur; a large source of fuel must be present, the weather must be conducive (generally hot, dry, and windy), and fire

suppression sources must not be able to easily suppress and control the fire. The cause of a majority of wildfires is human-induced or lightning; however, once burning, wildfire behavior is based on three primary factors: 1) fuel; 2) topography; and 3) weather. Fuel will affect the potential size and behavior of a wildfire depending on the amount present, its burning qualities (e.g. level of moisture), and its horizontal and vertical continuity. Topography affects the movement of air, and thus the fire, over the ground surface.

The terrain can also change the speed at which the fire travels, and the ability of firefighters to reach and extinguish the fire. Weather as manifested in temperature, humidity and wind (both short and long term) affect the probability, severity, and duration of wildfires. Other factors that create concern are drought conditions and development (the build environment). Drought conditions bring on contributing concerns in that it can lead to relatively drier conditions and leave reservoirs and water tables lower; thus, creating hotter fires and less water to fight the fires. The expansion of the built environment into previously unoccupied areas introduces more people to the hazard and in some cases make response actions more challenging. Figure 4-13 depicts the City's Wildfire Urban Interface Perimeter.

Urban Fires

Although updated fire code requirements reduce urban fire risks in Orange, structures in older parts of the City, especially in Old Towne, were constructed prior to adoption of modern standards. Structures used for the transport, production, and handling of combustible equipment in the industrial areas also pose a credible urban fire threat. The Fire Department will participate in environmental review procedures to reduce urban fire risks in these areas and will help educate the public regarding fire prevention.

Location

The City is located along the foothills of the Peralta Hills. These hills are known for steep topography and extensive vegetation. The area is also intermittently impacted by Santa Ana winds, the hot, dry winds that blow across Southern California in the spring and late fall. Because of these characteristics, wildfire is a significant threat to the City. **Figure 4-12** below depicts the mapping within the City limits susceptible to wildfires

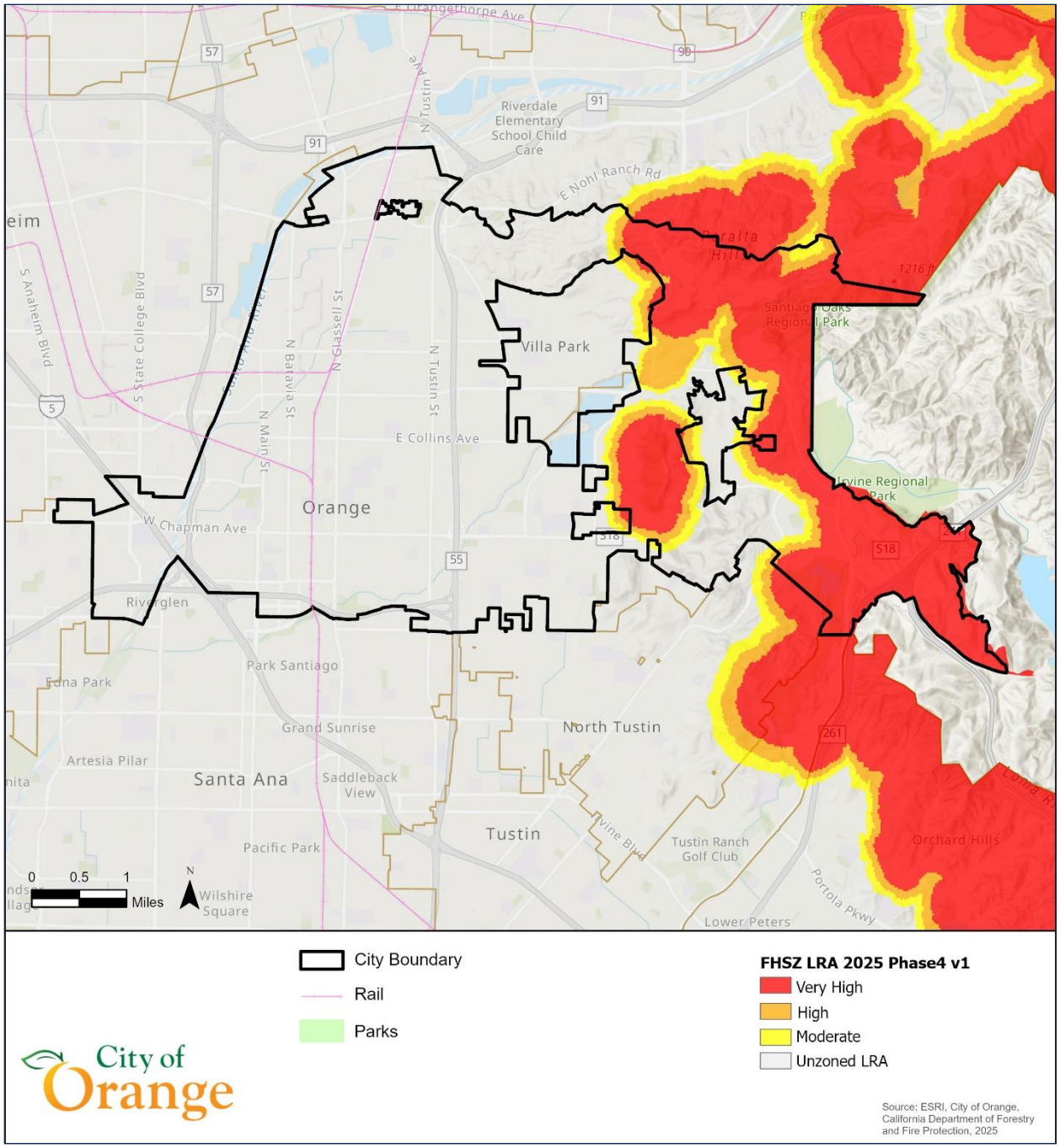


Figure 4-12: City of Orange Wildfire Hazard Zones

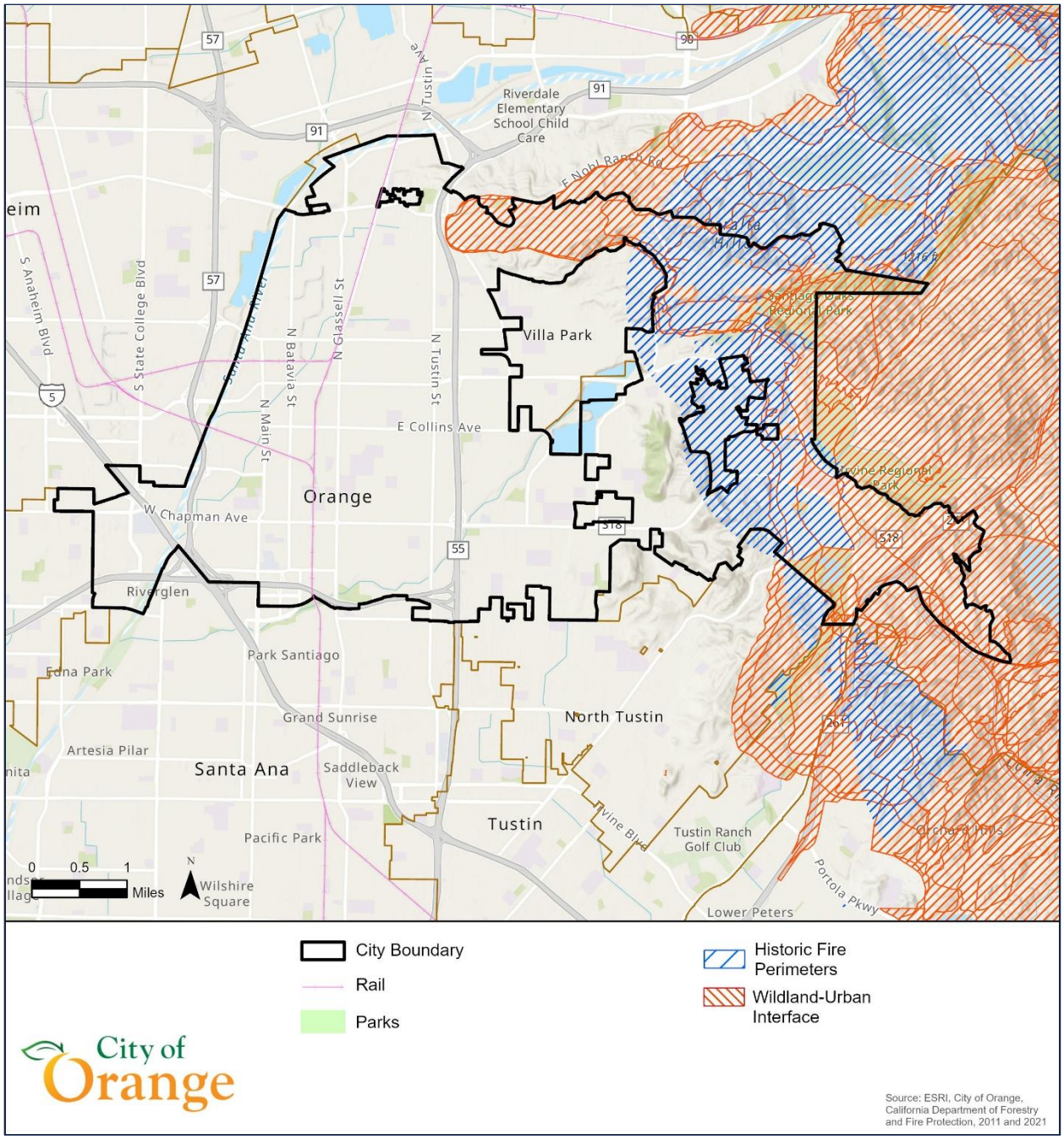


Figure 4-13: City of Orange Wildfire Urban Interface Perimeter

History

The City of Orange has not been included in any federal disaster declarations related to fire but has been included in a state emergency proclamation, as recently as 2024. Below is a list of the most notable fires that have occurred in Orange and Orange County. Other fires in neighboring counties that may have affected Orange County are not listed. Figures are total for the fires listed and include impacts in neighboring counties as well as Orange.

- In the 1982 Gypsum Canyon Fire, 17 homes were lost and 18,000 acres burned, leaving an estimated $16 million in damage.
- The Stagecoach Fire Ortega Fire, and the Laguna Fire in 1993 destroyed two homes and damaged seven others. The Santa Ana winds during the time of these fires were approximately 50-55 mph, making the fires difficult to contain.
- The Sierra Fire in February 2006 burned 11,000 acres.
- The Santiago Fire in October 2007 burned 28,400 acres and destroyed 24 structures.
- The 241 (Windy Ridge) Fire in 2007 burned 2036 acres.
- The Silverado Fire burned 968 acres in 2014.
- The Canyon 2 Fire in October 2017 burned 9217 acres, destroying 55 structures.
- The Holy Fire in August 2018 burned 23,136 acres, destroyed 19 structures, and injured three firefighters.
- The Silverado Fire in October 2020 burned 12,366 acres and caused the evacuation of 90,000 people. Five structures were destroyed and nine damaged. Two firefighters sustained injuries.
- The Blue Ridge and Airport Fire in October 2020 burned more than 13,694 acres and caused the evacuation of 30,000 people.
- The Bond Fire in December 2020 burned 6,686 acres. 31 structures were destroyed and 21 were damaged. Two firefighters were injured.
- The Coastal Fire in May 2022 burned 200 acres and destroyed 20 homes.
- The Airport Fire in October 2022 burned 23,526 acres and destroyed 160 structures. Two civilians and 20 firefighters were injured.

Urban Fire data for the years 2017–2024 show the occurrence of 15 major urban fires in the City, with no major injuries or fatalities.

Extent

The State Fire Marshal classifies wildfire hazard lands within state responsibility areas into fire hazard severity zones. Each zone shall embrace relatively homogeneous lands and shall be based on fuel loading, slope, fire weather, and other relevant factors present, including areas where winds have been identified by the department as a major cause of wildfire

spread. The State Fire Marshal shall identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather, and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

Probability of Future Occurrences

Many major wildland fires in and near the City of Orange have been associated with adverse weather conditions. In addition to winds, structural development within or adjacent to wildland exposures represents an extreme fire protection problem due to flying embers and combustible roof coverings. Do to the landscape, topography, and present conditions, it is likely (75%) that wildfire will occur annually.

Climate Change Considerations

According to the Union of Concerned Scientist, the number of large wildfires — defined as those covering more than 1,000 acres — is increasing throughout the Western United States. Over the past 12 years, every state in the Western U.S. has experienced an increase in the average number of large wildfires per year compared to the annual average from 1980 to 2000. Wildfire season is generally defined as the period between the year's first and last large wildfires. Local wildfire seasons vary by location but have almost universally become longer over the past 40 years. Temperatures are increasing much faster in the Western U.S. than for the planet as a whole. Since 1970, average annual temperatures in the Western U.S. have increased by 1.9° F, about twice the pace of the global average warming.

Climate Change is expected to increase the number and intensity of wildfires in the City of Orange.

Regulatory Context

The City of Orange adopted the 2022 State Fire Code and is pending adoption of the State's 2025 Fire Code, which includes a new Wildland Urban Interface (WUI) chapter. This new chapter outlines fire regulations applicable to buildings and development in WUI areas. The 2025 State Fire Code becomes effective in January 2026. These changes included multiple clauses specific to fire prevention and protection including requirements related to outdoor gas fired equipment, open fireplaces, and other restrictions. The ordinance also included requirements for new construction including surrounding vegetation.

4.5.5.1 City's Response to Wildfire

On November 5, 2024, Orange voters approved Measure AA with 61.18% of the vote. By approving Measure AA, Orange voters authorized the sale, possession, and discharge of Safe and Sane Fireworks in the City of Orange subject to reasonable rules and regulations of the City Council. To implement this program, the City Council adopted rules, regulations, and processes to carry out the Safe and Sane Fireworks program. Doing so has limited the sale and use of fireworks in high hazard fire zones. **Figure 4-14** depicts the "No Firework Area" in the City.

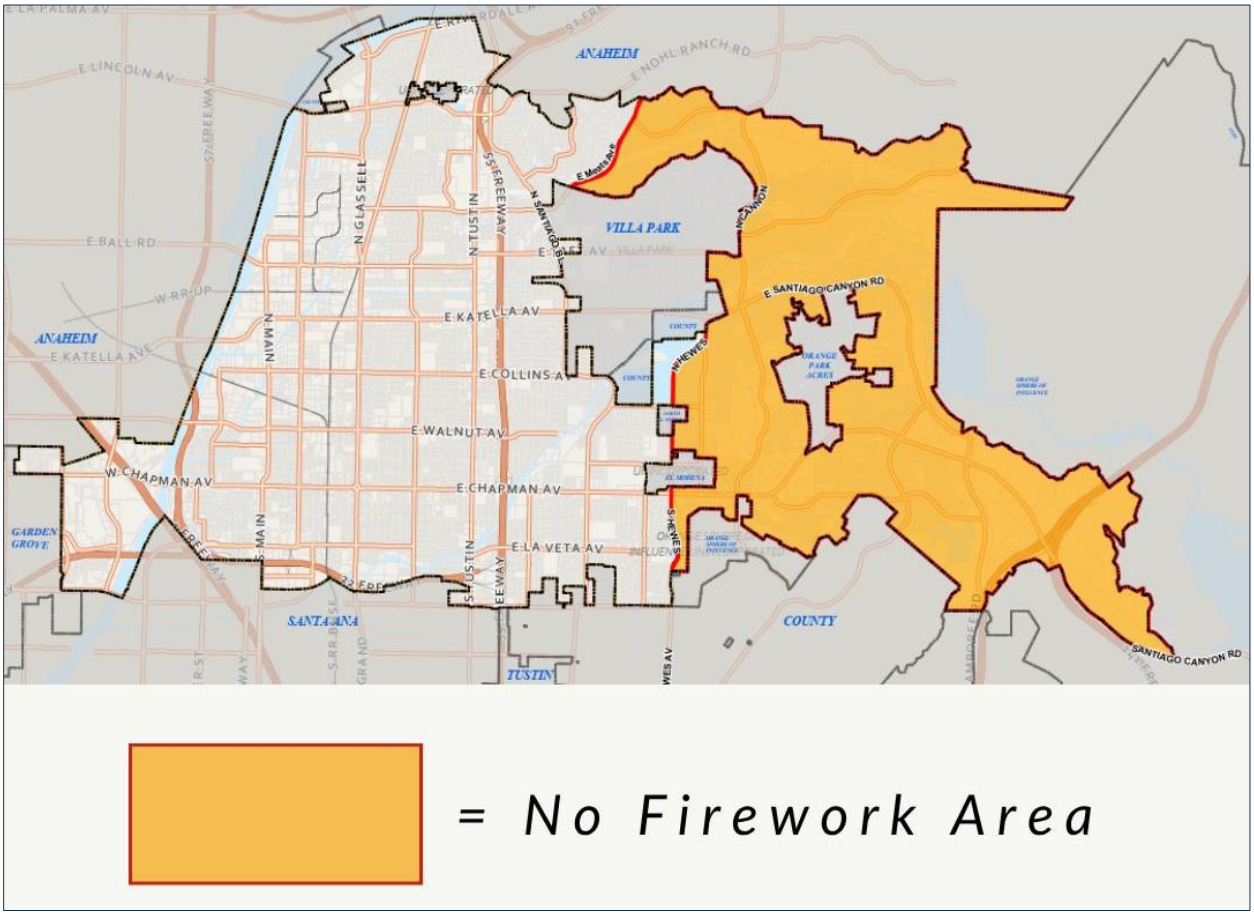


Figure 4-14: City of Orange Safe and Sane Fireworks Prohibited Areas

4.5.6 Flooding

Hazard Profile

Flooding is an overflowing of water onto land that is normally dry, due to rain, ocean waves, or the failure of a dam or levee. Floods are the most common of all weather-related natural disasters. They kill more people in the United States each year than tornados, hurricanes, or lightning. Areas near rivers or streams are at risk from floods during heavy rain or periods of upstream snowmelt. In urban areas, where buildings, highways, driveways, and parking lots reduce the ground's ability to absorb rainfall, the resulting increase in runoff can overwhelm constructed storm drain systems, resulting in flooding on nearby roads and buildings.

According to FEMA, there are several different types of floods and under some there are subtypes. The flooding types and subtypes include:

- Riverine Flooding
- Overbank (River/Stream) Flooding
- Flash Floods
- Dam and Levee Failure
- Mudflows
- Urban Drainage
- Coastal flooding and erosion
- Storm Surge

Location

The City of Orange is primarily located in a coastal alluvial plain, drainage stemming from the mountains to the north and east must cross through Orange to reach the coast. The major control of runoff is the Santa Ana River. This river is the largest single river in Southern California, draining an area of about 2,500 square miles. The City of Orange is protected from all but the most severe flooding by the Santa Ana River and major storm channels maintained by the Orange County Flood Control District. This includes a series of spreading/retarding basins. Typically, local streets are designed to carry excess water to storm drains which then drain into the Santa Ana River.

Irvine Lake, Villa Park Reservoir, and Peters Canyon Reservoir are artificial lakes constructed to provide water storage and flood control capabilities. The Santa Ana River, which forms the City's western boundary, is the major drainage course for the Santa Ana River basin. The river performs valuable flood control and groundwater recharge functions along its entire route. In recognition of the important role the river plays in providing groundwater recharge areas and adequate flood protection for Orange County, land use policy calls for open space uses along the river.

Santiago Creek flows from the Santa Ana Mountains through Orange and empties into the Santa Ana River in the City of Santa Ana. In addition to controlling floodwaters and recharging the groundwater basin, Santiago Creek has become a defining feature of the community, characterized by trails and recreational open space throughout portions of its

length within Orange. Community members identify with the creek, and the City seeks to incorporate natural characteristics of Santiago Creek in the design of adjacent future projects. The upper portions of Santiago Creek are characterized by large, abandoned mining pits. In particular, the pits near Bond Street serve valuable groundwater recharge purposes. Land use policy recognizes these uses by designating the creek and several surrounding properties such as Open Space or Open Space-Park. Figure 4-15 illustrates areas in the City that are susceptible to 100 and 500-year flooding.

The City of Orange like many cities, has areas that are subject to flooding. Flooding can present various challenges for the City of Orange, threatening transportation, property, and public safety. To address these risks, the City of Orange implements a range of proactive strategies, including upgrading and maintaining stormwater management systems like drains, culverts, and sewer lines to efficiently handle heavy rainfall. The City of Orange also prioritizes public education through information campaigns, signage in flood-prone areas, and the temporary closing of facilities that experience impacts of flooding.

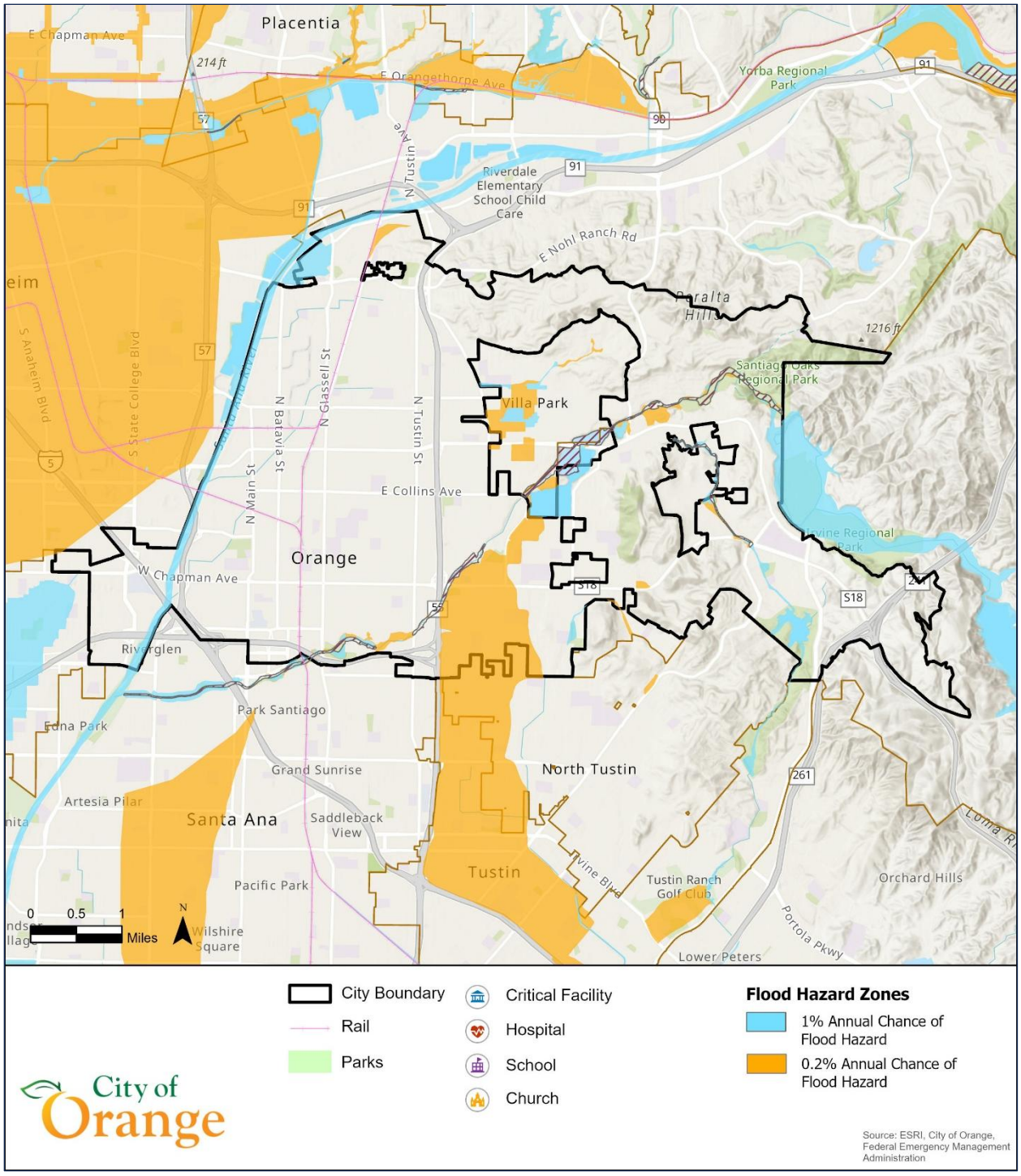


Figure 4-15: City of Orange 100/500 Year Flood Zones

History

California has a chronic and destructive flood history. Out of 72 federally declared disasters in the state between 1950 and 2000, half were flood related. Orange and other cities in Orange County have suffered from significant flooding events over the years. Many of these events have been catalysts to changing the way communities address flood conditions and mitigation of impacts. A significant flood in 1938 within the County is considered to be the catalyst for the construction of the Prado Dam, which is now part of the Army Corps of Engineers flood protection program along the main stem of the Santa Ana River.

A Proclamation of the Existence of a Local Emergency in the City of Orange, Resolution No. 5858, was proclaimed on Tuesday, March 1, 1983, as a result of heavy rains caused flood conditions in portions of the City of Orange. In Orange County, the event killed more than 30 people and damaged various structures.

Table 4-10 identifies past flood events affecting Orange County from 1950 through 2025.

Table 4-10: Orange County Flood Events

Year	Disaster Declaration #	Event	Deaths and/or Injuries
1950	OCD 50-01	Flooding	9 deaths
1955	DR-47	Flooding	74 deaths
1958	-	Severe storms	13 deaths, multiple injuries
1969	DR-253	Severe storms	47 deaths, 161 injuries
1978	DR-547	Coastal storms, mudslides, and flooding	14 deaths, 21 injuries
1980	DR-615	Severe storms, mudslides, and flooding	N/A
1982-83	DR-677	Coastal storms, floods, slides, and tornadoes	N/A
1988	DR-812	Severe storms, high tides, and flooding	N/A
1992	DR-935	Snowstorm, heavy rain, high winds, flooding, and mudslide	5 deaths
1992	DR-979	Severe storm, winter storm, mud & landslides, and flooding	20 deaths, 10 injuries
1993	DR-1005	Fires, mud & landslides, soil erosion, and flooding	4 deaths, 162 injuries 2

Table 4-10: Orange County Flood Events			
Year	**Disaster Declaration #**	**Event**	**Deaths and/or Injuries**
1995	DR-1044	Severe winter storms, flooding, landslides, and mud flows	11 deaths
1995	DR-1046	Severe winter storms, flooding, landslides, and mud flows	17 deaths
1997	97-04	Flooding	N/A
1998	DR-1203	Severe storms	17 deaths
2008	DR-1577, GP2005-01	Severe storms	N/A
2005	DR-1585	Severe storms, flooding, landslides, and mud and debris flows	N/A
2010	DR-1952	Severe storms	N/A
2023	DR 4683	Series of Pacific Storms	N/A
2023	DR 4699	Severe Winder Storm	N/A
2024	DR 4769	El Nino Driven Floods	N/A

Extent

Flood events are measured by their likelihood of occurrence. For instance, a 100-year flood is a flood that has a 1 in 100 (1.0 percent) chance of occurring in any given year. A 500-year flood is a flood that has a 1 in 500 (0.2 percent) chance of occurring in any given year. The 100-year flood has been designated as the benchmark for major flood events. Thus 100-year floods are referred to as “base floods.”

Floodplains are areas that are prone to flooding and often experience frequent flooding. While it is possible for areas outside of these designated floodplains to experience flooding, the most likely locations to experience future flooding are low-lying areas near bodies of water. FEMA is the governmental body responsible for designating which areas of the United States can be classified as floodplains.

The three (3) most common designations are:

- Special Flood Hazard Area: The area within a 100-year floodplain.
- Moderate Flood Hazard Area: The area outside the 100-year floodplain but within the 500-year floodplain.
- Minimum Flood Hazard Area: The area outside of the 500-year floodplain.

The Federal Emergency Management Agency (FEMA) provides detailed maps and categories to help communities understand and manage their flood risk. These floodplain designations are crucial for City planning, construction, insurance, and emergency preparedness. **Table 4-9** shows these detailed floodplain categories. FEMA classifies Orange under five (5) floodplain categories: A, AE, and X; the location of these floodplains can be seen on the FEMA Flood Hazard Zone Maps.

Table 4-9: FEMA Floodplain Categories

Category	Description
A	Within a 100-year floodplain, but the water height of the 100-year flood is not known.
A1-30 or AE	Within a 100-year floodplain and the water height of the 100-year flood is known.
AO	Within a 100-year floodplain, and the water height of the 100-year flood is between one and three feet (3 ft.) but not specifically known.
A99	Within a 100-year floodplain, it is protected by flood protection infrastructures such as dams or levees.
AH	Within a 100-year floodplain, and the water height of the 100-year flood is between one and three feet (3 ft.) and is specifically known.
AR	Within a 100-year floodplain, it is protected by flood protection infrastructure that is not currently effective but is being rebuilt to provide protection.
V	Within a 100-year floodplain for coastal floods, but the height of the flood is not known.
V1-30 or VE	Within a 100-year floodplain for coastal floods and the water height of the flood is known.
VO	Within a 100-year floodplain for shallow coastal floods with a height between one and three feet (3 ft.).
B	Within a 500-year floodplain, or within a 100-year floodplain with a water height less than one foot (found on older maps).
C	Outside of the 500-year floodplain (found on older maps).
X	Outside of the 500-year floodplain (found on newer maps).
X500	Within a 500-year floodplain or within a 100-year floodplain with a water height less than one foot (found on newer maps).
D	Within an area with a potential and undetermined flood hazard.
M	Within an area at risk of mudslides from a 100-year flood event.
N	Within an area at risk of mudslides from a 500-year flood event.
P	Within an area at risk of mudslides from a potential and undetermined flood event.
E	Within an area at risk of erosion from a 100-year flood event.

Probability of Future Occurrence

FEMA defines flood zones based on the probability of occurrence, expressed in a percentage of the chance of a flood of a specific extent occurring in any given year. For areas located within the 100-year flood zone, there is a 1% annual chance in a given year that this area will be inundated by flood waters. For areas located within the 500-year flood zone, this probability decreases to 0.2%. Due to the history of flooding events in the City, It is unlikely (10% chance) that a flood will impact the City of Orange annually.

Climate Change Considerations

Although Southern California is likely to experience a decrease in overall precipitation levels due to climate change, the region is also expected to see an increase in the number of extreme precipitation events. A meteorological phenomenon known as the "atmospheric river," a narrow stream of extremely moist air, is frequently responsible for the more intense storms that strike California. Atmospheric rivers generally deliver high levels of precipitation, up to 50% of the state's total precipitation in any given year.

Some recent studies indicate that atmospheric rivers may strengthen as a result of climate change. This is expected to lead to an increase in the number of storms caused by atmospheric rivers. Although there are no specific flooding projections for the City of Orange, flood events are expected to become more frequent, and it is possible that the areas subject to flooding could expand.

4.5.7 Landslide/Erosion

Hazard Description

Landslide and erosion hazards refer to the movement of soil, rock, and debris down slopes due to natural forces such as gravity, water saturation, and seismic activity. Landslides occur when the stability of a slope is compromised, often by heavy rainfall, flooding, or earthquakes, causing large masses of earth material to slide or flow downhill. Erosion, on the other hand, is the gradual wearing away of soil and rock from the earth's surface, typically caused by water, wind, or ice. Both hazards can lead to significant property damage, infrastructure disruption, and even loss of life, especially in areas with steep slopes, unstable soils, or where vegetation has been removed.

In regions like Orange County, landslides are most likely during and after periods of intense rainfall or following seismic events, as saturated soils lose cohesion and become prone to movement. Erosion can also increase landslide risk by destabilizing slopes and removing support from the base of hillsides. While landslides are relatively uncommon in Orange, they remain a concern due to the potential for sudden, destructive events that can threaten communities, roads, and utilities.

Some soil materials, such as clay minerals, can absorb water, resulting in a reduction of shear strength. The force of gravity can cause landslides when the shear strength of saturated clay is reduced below its minimum stability threshold. Earthquake-induced landslides of steep slopes can occur in either bedrock or soils. Areas at risk from landslides typically have steep slopes (15% or greater), unstable rock or soil characteristics, or other geologic evidence of instability.

Location

The City is located along the foothills of the Peralta Hills. These hills are known for steep topography which can be susceptible to landslides during periods of precipitation or earth movement. **Figure 4-16** illustrates the California Geological Survey Landslide Susceptibility Data in Orange.

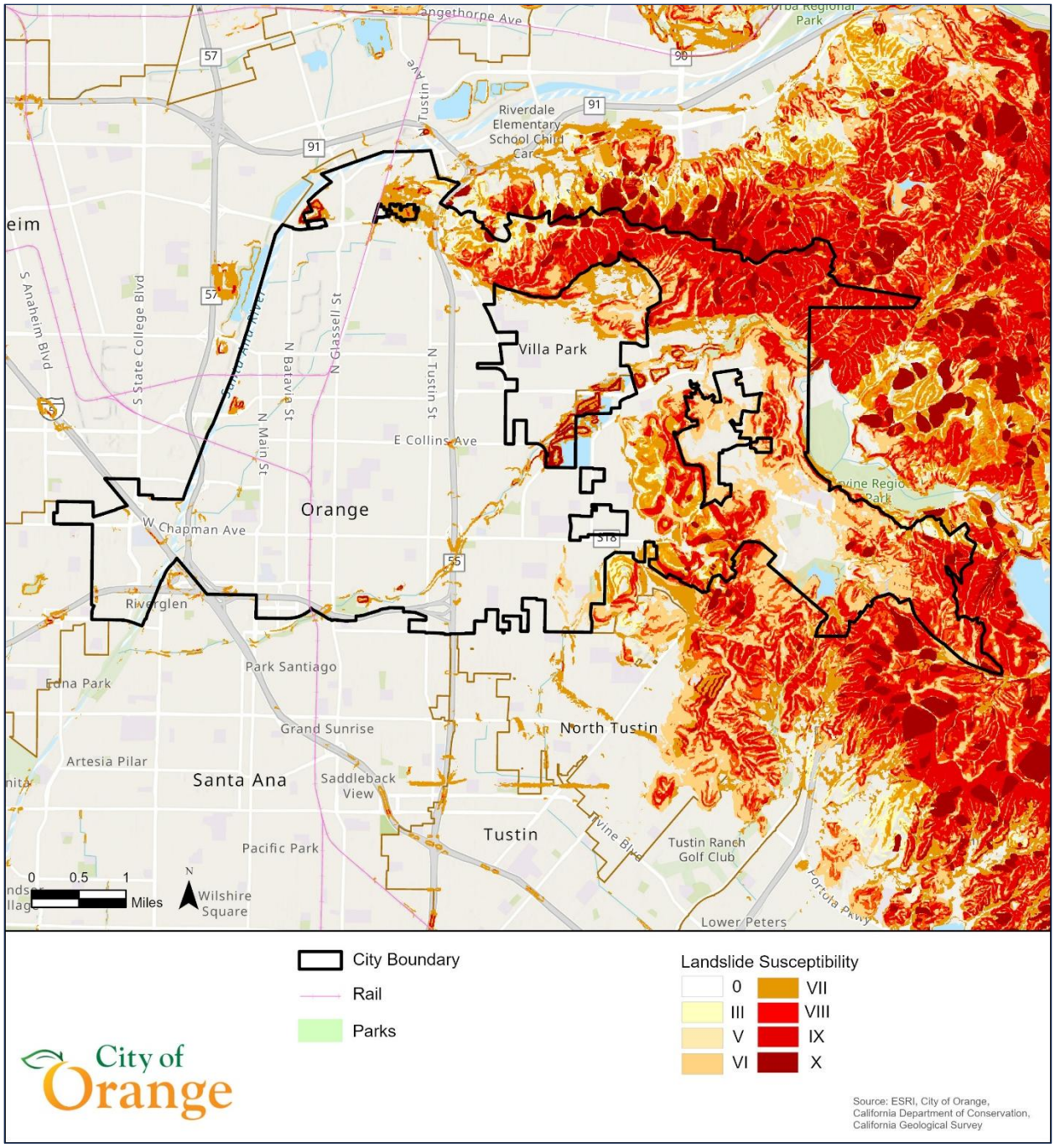


Figure 4-16: Landslide Susceptibility Areas

History

The Vista Royale Drive neighborhood experienced landslides in April 1999. The Vista Royale neighborhood was developed in the late 1980s in the foothills east of the Newport-Costa Mesa Freeway. The City of Orange proclaimed a local emergency April 6, 1999, due to earth movement in Vista Royale Drive, Resolution No. 9094. On May 10th, five homes within the area were evacuated in the Vista Royale area due to the necessity to discontinue water and sanitation service to these homes and the continuing land movement, Resolution No. 9113. On May 24, 1999, an evacuation was ordered to protect the health and safety of the residents in the area. Resolution No. 9131. The local emergency was terminated July 24, 2001.

Extent

Landslides are not common in Orange but can occur. They are most likely to occur during and immediately after storms when water saturation of the soil is at highest levels or during a significant earthquake.

There is no standardized classification for size or damage of landslides. The National Atmospheric and Space Administration (NASA) uses these definitions based on the exponential increase in the mass of the landslide:

- **Small:** Less than 10 cubic meters of debris. These minimally impact infrastructure, and roads though may still hold enough mass to kill a human.
- **Medium:** Between 10 and 1,000 cubic meters of debris. These can block roads for days, damage houses and facilities, and easily kill humans.
- **Large:** Between 1,000 and 100,000 cubic meters of debris. Often cover wide areas with substantial impact to roads and infrastructure, likely displacing people and causing tens to hundreds of casualties.
- **Very Large:** Between 100,000 and 1,000,000 cubic meters of debris. These landslides cover extremely large areas that can cover entire towns and neighborhoods.
- **Catastrophic:** Over 1,000,000 cubic meters of debris. Multiple towns, neighborhoods, and boroughs may be impacted or completely covered. Fatalities might be over 1,000.

A statewide analysis of landslide susceptibility was conducted by the California Geological Survey using a combination of regional rock strength and slope data to create classes of susceptibility (Figure 4-17).

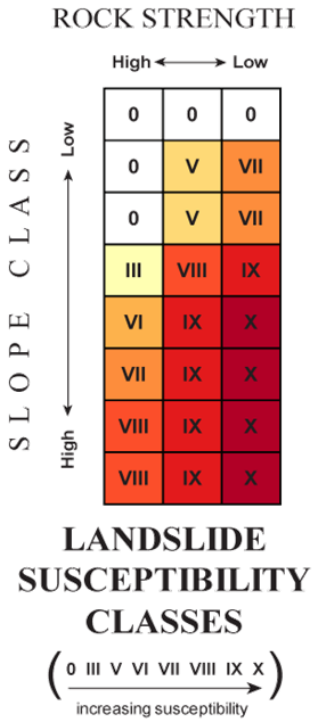


Figure 4-17: Landslide Susceptibility Areas

Probability of Future Occurrence

Although it is not a significant risk to the city, landslides can occur during periods of extreme weather or after a large earthquake. FEMA's risk index currently lists Orange County as Very High. In the City of Orange, there is a 10% chance that a landslide may occur withing the City annually.

4.5.8 Pandemic

Hazard Description

Widespread public health emergencies, referred to as pandemics, occur when a disease emerges to which the population has little immunity. Public health experts worry about a pandemic caused by a disease that spreads among species. Depending on the nature of such a disease, between 25 and 35 percent of the population can become ill. This level of disease activity would disrupt all aspects of society and severely affect the economy. The COVID-19 pandemic is well known, and the 20th century saw three significant pandemics, the most notable of which was the 1918 Spanish influenza pandemic that was responsible for 20 to 40 million deaths around the world.

Vaccines, antibiotics, and improved living conditions resulted in dramatic declines in communicable diseases in the latter part of the 20th Century. However, infectious diseases have become an increasing threat to all persons in Orange County due to a variety of factors such as:

- **Population growth** – Overcrowding, aging, migration
- **Methods of food production** – Large scale, wide distribution, importation
- **Environmental changes** – Drought, encroachment of humans in wild areas, global warming
- **Microbial adaptation** – Resistance to antibiotics, re-assortment of genetic material
- **Changes in health care** – Drugs causing immunosuppression, widespread use of antibiotics
- **Human behavior** – Travel, diet, sexual behavior, compromised immune systems

The Orange County Health Care Agency is responsible for public health in the County and City of Orange. The City will coordinate with the Orange County Health Care Agency during a public health emergency, whether in the City or throughout the county. The Orange County Health Care Agency will serve as the lead agency for a pandemic response in Orange to ensure that:

- Planning efforts are consistent throughout the county
- Official information is provided to cities in a timely manner
- Pharmaceutical distribution is conducted across the county

Outbreaks of infectious diseases following floods, tornados, earthquakes, and other disasters are common in the developing world but are rare in developed countries. Most post-disaster diseases are produced by poor sanitation, a lack of safe drinking water and contaminated food.

Below are the known risks to the City:

Corona Viruses /SARS

COVID-19 is spread by a coronavirus. Coronaviruses cause a large percentage of colds and upper respiratory infections. Severe acute respiratory syndrome (SARS) is a viral respiratory disease caused by a SARS-associated coronavirus. It was first identified at the end of February 2019 during an outbreak that emerged in China and spread to four other countries.

Influenza

Flu epidemics and pandemics occur routinely, typically in the fall and winter. Because flu seasons fluctuate in length and severity, a single estimate cannot be used to summarize influenza-associated deaths. The U.S. Centers for Disease Control and Prevention (CDC) estimates that from the 1976-1977 flu season to the 2006-2007 season, flu-associated deaths ranged from a low of about 3,000 to a high of about 49,000.

Insect/Tick-Borne Disease

Insects such as mosquitos and ticks can transmit a variety of diseases. Diseases that can be contracted through a tick bite include Lyme disease, Malaria, West Nile virus, Zika virus.

Plague

Plague is caused by the bacteria Yersinia pestis, a zoonotic bacterium usually found in small mammals and their fleas. Plague is transmitted between animals and humans by the bite of infected fleas, direct contact with infected tissues, and inhalation of infected respiratory droplets. There are two primary clinical forms of plague infection: bubonic and pneumonic. Bubonic plague is the most common form and is characterized by painful swollen lymph nodes or 'buboes.'

Plague can be a very severe disease in people, with a case-fatality ratio of 30% to 60% for the bubonic type and is always fatal for the pneumonic kind when left untreated.

Anthrax

Anthrax is a serious infectious disease caused by gram-positive, rod-shaped bacteria known as Bacillus anthracis. Although it is rare, people can get sick with anthrax if they come in contact with infected animals or contaminated animal products. Anthrax has the potential for and has been used as a biological weapon.

Hemorrhagic Fevers

Viral hemorrhagic fevers are a group of illnesses caused by several distinct families of viruses. In general, the term “viral hemorrhagic fever” is used to describe a severe multisystem syndrome. Characteristically, the overall vascular system is damaged, and the body’s ability to regulate itself is impaired. These symptoms are often accompanied by hemorrhage (bleeding); however, the bleeding is itself rarely life-threatening. While some

types of hemorrhagic fever viruses can cause relatively mild illnesses, many of these viruses cause severe, life-threatening disease. Hemorrhagic fevers include Ebola and Yellow Fever.

Location

Pandemics occur worldwide. Smaller-scale public health incidents or epidemics may be localized, such as Zika and Measles. The entire City is susceptible to pandemics and local public health hazard incidents.

History

Orange County has been included in federal disaster declarations or state emergency proclamations related to Public Health Incidents. The most recent was the COVID-19 pandemic. The Orange County Health Alert Network issued the following recent public health alerts:

- **February 4, 2025** – OC Health Care Agency (HCA) issues a health alert for HIV, Syphilis and Hepatitis C among people experiencing homelessness.
- **December 6, 2024** – HCA issues alert because a traveler came back to Orange County with Measles.
- **November 26, 2024** – HCA identified the first case of Trichophyton Mentagrophytes in Orange County.
- **November 20, 2024** – HCA notified of seven confirmed cases of Legionnaire's Disease in Northwestern Westminster.
- **September 9, 2024** – 25 cases of Dengue Virus identified in Orange County.
- **August 28, 2024** – HCA announced that a resident of Huntington Beach has tested positive for West Nile Virus Infection.
- **May 10, 2024** – Local Outbreak of Hepatitis A among Persons Experiencing Homelessness
- **July 31, 2024** – HCA announces a case of Measles in an adult who traveled to Orange County.
- **May 16, 2024** – HCA announces a Ciprofloxacin-Resistant Neisseria Meningitidis.
- **April 9, 2024** – The CDC released an advisory related to the investigation and response to confirmed human infection with highly pathogenic avian influenza.
- **November 28, 2023** – OC Health Care Agency announced the increasing amount of cases of COVID-19, Respiratory Syncytial Virus, and Influenza disease.

Extent

The World Health Organization pandemic phases were developed in 1999 and revised in 2005. The phases are applicable to the entire world and provide a global framework to aid countries in pandemic preparedness and response planning. Phases 1-3 correlate with

preparedness, including capacity development and response planning activities, while Phases 4-6 clearly signal the need for response and mitigation efforts. Below is a description of each phase.

- **Phase 1:** no viruses circulating among animals have been reported to cause infections in humans.
- **Phase 2:** an animal influenza virus circulating among domesticated or wild animals is known to have caused infection in humans and is therefore considered a potential pandemic threat.
- **Phase 3:** an animal or human-animal influenza virus has caused sporadic cases or small clusters of disease in people but has not resulted in human-to-human transmission sufficient to sustain community-level outbreaks. Limited human-to-human transmission may occur under some circumstances, for example, when there is close contact between an infected person and an unprotected caregiver. However, limited transmission under such restricted circumstances does not indicate that the virus has gained the level of transmissibility among humans necessary to cause a pandemic.
- **Phase 4:** is characterized by verified human-to-human transmission of an animal or human-animal influenza virus able to cause "community-level outbreaks". The ability to cause sustained disease outbreaks in a community marks a significant upwards shift in the risk of a pandemic. Any country that suspects or has verified such an event should urgently consult with WHO so that the situation can be jointly assessed and a decision made by the affected country if implementation of a rapid pandemic containment operation is warranted. Phase 4 indicates a significant increase in risk of a pandemic but does not necessarily mean that a pandemic is a forgone conclusion.
- **Phase 5:** is characterized by human-to-human spread of the virus into at least two countries in one WHO region. While most countries will not be affected at this stage, the declaration of Phase 5 is a strong signal that a pandemic is imminent and that the time to finalize the organization, communication, and implementation of the planned mitigation measures is short.

Probability of Future Occurrence

Although the timing of the outbreak of a pandemic or other public health emergency is difficult to predict, they will continue to occur continually and have a greater than 1% chance of occurring in any year.

Impacts of Climate Change

There are several ways that climate hazards aggravate infectious diseases, both directly and indirectly. These include the slow rise in temperature; changes in environmental conditions that increase the dispersal of disease vectors such as mosquitoes, rodents, and ticks; and the sudden appearance of extreme events such as floods, which contaminate drinking-water sources and trigger the displacement of humans and animals, which can carry and transmit pathogens. According to the CDC, Climate Change, together with other natural and human-made health stressors, influences human health and disease in numerous ways. Some existing health threats will intensify, and new health threats will emerge.

4.5.9 Severe Weather (Sever Wind, Extreme Heat, Winter Storm)

Hazard Description

Severe Wind

Windstorms are generally short-duration events involving straight-line winds or gusts of over 50–60 mph, strong enough to cause property damage. Damage from such winds accounts for half of all severe weather reports in the lower 48 states. Wind speeds can reach up to 100 mph and can produce a damage path extending for hundreds of miles. The Beaufort Wind Scale (**Table 4-11)** provides terminology and a description of potential wind impacts at different levels.

The following types of damaging winds represent a hazard within the planning area:

- **Santa Ana Winds** – In Southern California, strong, dry, gusty winds known as Santa Ana winds form when air from a region of high pressure over the desert region of the southwestern U.S. flows westward toward low pressure areas off the California coast. As the wind flows over the Sierra Nevada and Santa Ana mountains, dropping from high elevation to sea level, it becomes compressed and heats up, and its relative humidity drops. Gaps in mountains form wind tunnels that strengthen these winds as they pour warm air east to west through the canyons. Santa Ana winds may occur year-round but are most common from September through March. A Santa Ana wind event can yield sustained winds of 40 miles per hour; isolated wind gusts of over 80 miles per hour have been recorded.
- **Downdrafts** – A downdraft is a small-scale column of air that rapidly sinks toward the ground.
- **Downbursts** – A downburst is a strong downdraft with horizontal dimensions larger than 2.5 miles, resulting in an outward burst or damaging winds on or near the ground. Downburst winds may sometimes produce damage similar to a strong tornado. Although usually associated with thunderstorms, downbursts can occur with showers too weak to produce thunder.
- **Microbursts** – Microbursts are small, concentrated downbursts that produce an outward burst of damaging winds at the surface. Microbursts are generally less than 2.5 miles across and short-lived, lasting only five to ten minutes, with maximum wind speeds up to 168 mph.
- **Tornados** – Tornados are formed by the turbulent mixing of layers of air with contrasting temperature, moisture, density, and wind flow. Tornados have occurred in the planning area but are not common.

Windstorms can result in collapsed or damaged buildings, damaged or blocked roads and bridges, damaged traffic signals, streetlights, and parks, and other damage. Wind speeds

as low as 32 mph can cause structural damage, and winds of 100 mph can destroy wood-frame structures. They can also cause direct losses to buildings, people, and vital equipment. There are direct consequences to the local economy resulting from windstorms and the associated physical damage and interrupted services.

Extreme Heat

In most of the United States, extreme heat is defined as a period (two to three days) of high heat and humidity with temperatures above 90°F. In extreme heat, evaporation is slowed, and the body must work extra hard to maintain a normal temperature, which can lead to death by overworking the human body. Extreme heat can cause heat exhaustion, in which the body becomes dehydrated, resulting in an imbalance of electrolytes. Without intervention, heat exhaustion can lead to collapse and heatstroke. Heatstroke occurs when perspiration cannot occur, and the body overheats. Without intervention, heatstroke can lead to confusion, coma, and death.

Extreme heat often results in the highest number of annual deaths among all weather-related hazards. Older adults, children, and sick or overweight individuals are at greater risk from extreme heat. According to the California Climate Adaptation Strategy, heat waves have claimed more lives in California than all other declared disaster events combined. It can take several days of oppressive heat for a heat wave to have a significant or quantifiable impact. Heat waves do not strike victims immediately, but their cumulative effects slowly cause harm to vulnerable populations.

Excessive heat is the primary weather-related cause of death in the United States, claiming over 100 lives each year. In a 30-year record of weather fatalities across the nation (1990-2019), excessive heat claimed more lives each year than floods, lightning, tornados, and hurricanes (Erdman 2021). Extreme heat events do not typically impact buildings; however, losses may be associated with the urban heat island effect and overheating of heating, ventilation, and air conditioning systems. These extreme heat events can lead to drought, impact water supplies, and lead to an increase in heat-related illnesses and deaths.

Legislation has been introduced in California to rate and name heat waves. The categorization would help communities take measures to reduce the number of heat-related fatalities (Washington Post 2021).

Winter Storm

During severe weather events such as rainfall and thunderstorms, rain can fall at such a high rate that it cannot drain away fast enough. The resulting heavy rain can cause flooding, leading to inundation and potential damage to buildings, road networks, public areas, utilities, and other critical pieces of infrastructure. In California, heavy rainfall events are often short, intense bursts of rain, but in some cases, heavy rain can persist for multiple days.

Location

Extreme weather events have the potential to happen anywhere in the planning area. Wind events are most damaging to areas where trees and power lines can be knocked down. Extreme heat events may be exacerbated in the City where reduced air flow, reduced vegetation, and temperatures that are several degrees higher than in surrounding less urbanized areas. Additionally, Extreme Heat can lead to loss of power in the planning area. Winter storms can impact the entire planning area, bringing heavy rain which can cause localized flooding.

History

Table 4-11 summarizes search results from the National Center for Environmental Information Storm Events Database for Orange County storm events over the 20-year period from 2002 through 2025. Based on these results, wind events are likely to happen every year, significant heat events occur multiple times a year. Orange has not been included in any federal disaster declarations or state emergency proclamations related to Extreme Weather.

Table 4-11: Orange County Severe Weather Events, January 2002 – August 2025

Event Types Include	Total Number of Events
High Wind, Thunderstorm Wind, Strong Wind, Tornado	423
Excessive Heat, Heat	10
Heavy Rain, Lightning, Winter storm	15

Extent

Windstorms

Generally, winds are measured using the Beaufort Wind Scale, developed in 1805, which categorizes wind events on a force scale from “0” to “12” using their speed and impacts. Any wind classified as force nine or above is generally considered a severe wind event. **Table 4-12** identifies the Beaufort Wind Scale, which classifies wind events in detail. The City of Orange has experienced category “9” winds but has the potential to experience category “11” winds.

Table 4-12: Beaufort Wind Scale

Force	Speed (mph)	Description
0	0 to 1	Calm: Smoke rises vertically

Table 4-12: Beaufort Wind Scale		
Force	Speed (mph)	Description
1	1 to 3	Light air: The direction of the wind is shown by smoke drift but not wind vanes.
2	4 to 7	Light breeze: Wind is felt on the face, leaves rustle, and wind vanes are moved.
3	8 to 12	Gentle breeze: Leaves and small twigs are in motion, and light flags are extended.
4	13 to 18	Moderate breeze: Dust and loose paper become airborne, and small branches are moved.
5	19 to 24	Fresh breeze: Small trees begin to sway
6	25 to 31	Strong breeze: Large branches are in motion, and using an umbrella becomes difficult.
7	32 to 38	High wind: Whole trees are in motion and walking against the wind can be hard.
8	39 to 46	Strong wind: Walking is difficult, and twigs break off trees.
9	47 to 54	Severe wind: Slight structural damage.
10	55 to 63	Storm: Trees are uprooted and considerable damage to structures.
11	63 to 72	Violent storm: Widespread damage.
12	73 and above	Hurricane: Devastating damage.

Source: https://www.weather.gov/mfl/beaufort

Extreme Heat

Extreme heat events will feel different from region to region since different areas have different historic high temperatures. For example, an extreme heat day on the coast will feel different than an extreme heat day in the High Desert. The reason for this is how humidity affects the perceived heat that people feel. Humid conditions will make a day feel hotter than non-humid conditions, even though the temperature may be the same. The difference between the perceived and actual temperatures is known as the "heat index." To illustrate the effect of the heat index, a 90-degree day with 50% humidity feels like 95°F, whereas a 90°F Day with 90% humidity feels like 122°F. **Figure 4-18** illustrates the National Oceanic and Atmospheric Administration's (NOAA) National Weather Service Heat Index.

Extreme heat events are not limited to any part of the City. They occur with the same intensity and duration at the same time across all locations in Orange. For Orange, an extreme heat day involves a temperature that exceeds *100°F*. These thresholds are based on a 2% probability event. The City of Orange has experienced Heat Advisories but has the potential to experience Excessive Heat Watches do to climate change. Below are the

three related heat advisories released by the National Weather Service.

- **Extreme Heat Warning**—Take Action! An Extreme Heat Warning is issued when extremely dangerous heat conditions are expected or occurring. Avoid outdoor activities, especially during the heat of the day. If you must be outside, be sure to drink plenty of water and take frequent breaks in the shade. Stay indoors in an air-conditioned space as much as possible, including overnight. Check on family and neighbors.
- **Extreme Heat Watch**—Be Prepared! An Extreme Heat Watch is issued when conditions are favorable for an extreme heat event but its occurrence and timing is still uncertain. Plan to suspend all major outdoor activities if a warning is issued. If you do not have air conditioning, locate the nearest cooling shelter or discuss staying with nearby family or friends who have air conditioning.
- **Heat Advisory**—Take Action! A Heat Advisory is issued for dangerous heat conditions that are not expected to reach warning criteria. Consider postponing or rescheduling outdoor activities, especially during the heat of the day. If you must be outside, be sure to drink plenty of water and take frequent breaks in the shade. Stay in a cool place, especially during the heat of the day and evening.

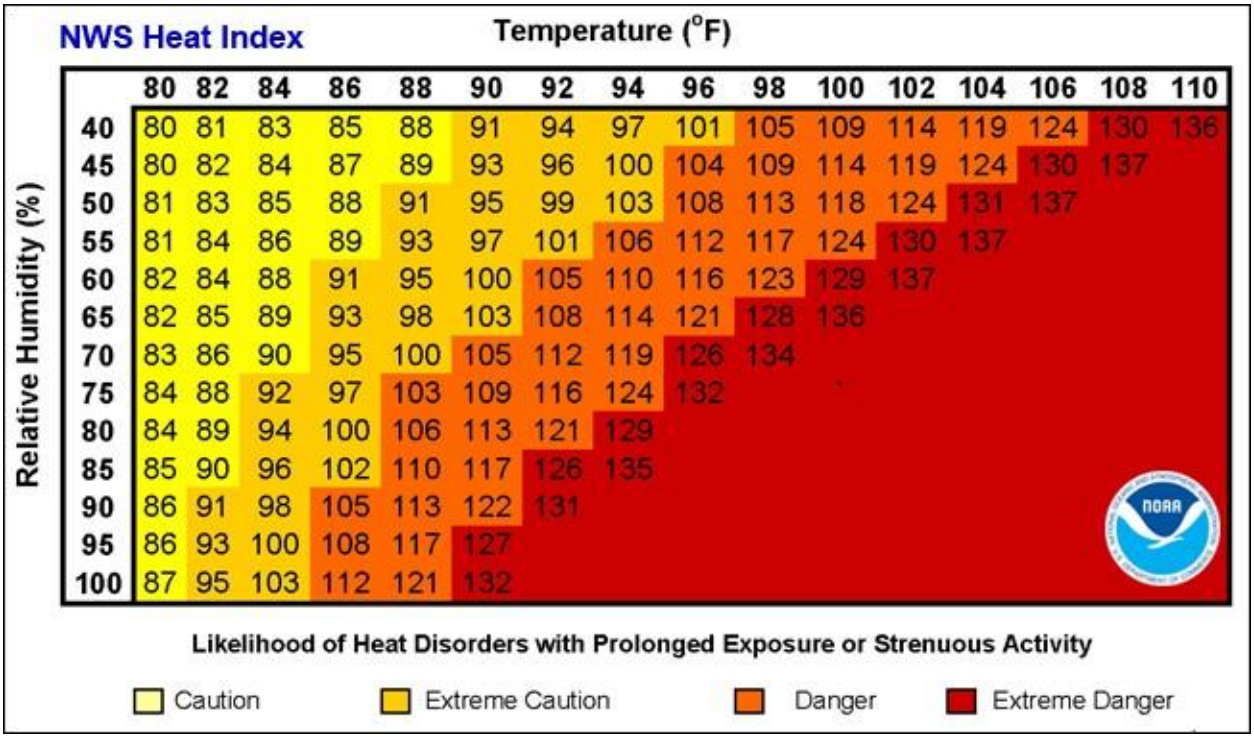


Figure 4-18: NOAA's National Weather Service Heat Index

Winter Storm

California's precipitation varies from year to year, depending on how much moisture the state receives from atmospheric rivers. Atmospheric rivers are corridors along which wet

air travels from the tropics to continents. When the moisture arrives in California, it may precipitate as rain or snow. One of California's most known atmospheric rivers is the "Pineapple Express," which brings moist air from the ocean surrounding Hawaii to California. An immense amount of moisture may be transported along the atmospheric rivers that cross over California during certain years, leading to severe rain.

Another weather phenomenon influencing rainfall in southern California is "El Niño," officially referred to as the "Southern Oscillation" or "El Niño-Southern Oscillation (ENSO)." ENSO can cause increased rainfall, particularly during the winter months, caused by warming of the surface of the eastern tropical Pacific Ocean, leading to the evaporation of warm, moist air into the atmosphere. Winds bring this moisture to the eastern Pacific and the American continents, where it falls as rain. ENSO does not always lead to increased rainfall by default, but in general, it can increase the chances of winter with higher-than-usual precipitation.

Rain events are usually measured by the amount of precipitation that falls. **Table 4-13** categorizes rain events by the amount of precipitation per hour. The City of Orange experiences Heavy Rain Annually but has the potential to experience Heavy Showers.

Table 4-13: Measuring Heavy Rain Events

Rain Type	Description
Heavy Rain	More than 4 mm per hour but less than 8 mm per hour
Very Heavy Rain	Greater than 8 mm per hour
Moderate Shower	Greater than 2 mm, but less than 10 mm per hour
Heavy Shower	Greater than 10 mm per hour, but less than 50 mm per hour
Violent Shower	Greater than 50 mm per hour

Source: https://water.usgs.gov/edu/activity-howmuchrain-metric.html

Probability of Future Events

Based on history, extreme weather events, including Santa Ana winds or microburst tornadic activity can be expected, perhaps annually, across widespread areas of Orange County. In the U.S., average surface temperatures have risen more quickly since the late 1970s (0.36 to 0.55 degrees F per decade), with seven of the top 10 warmest years on record since 1998. This will lead to more days of extreme heat every year.

There is no indication that severe weather (Severe Wind, Extreme Heat, Winter Storm) will abate either in Orange or the greater region of Southern California in the future. While Orange may experience prolonged periods of dry or wet years, all expectations are that the probability Orange will experience a severe weather event (Severe Wind, Extreme Heat, Winter Storm) in the next year is likely (75% Chance) and is anticipated to increase

in the future.

Impact of Climate Change

Climate change is a key driver of severe weather events, including extreme heat and winter storms. Climate change has led to an increase in the earth's surface temperature which has caused hotter days and warmer nights. Winter storms have the possibility of becoming more frequent with the climate temperatures increasing, and the atmosphere becoming more convective.

4.5.10 Tree Mortality

Hazard Description

Between 2012 and 2019, California experienced an unprecedented drought. The drought, combined with the increased infestation of native bark beetles and record temperatures, contributed to the death of millions of trees across California. Dead or dying trees are subject to sudden unpredictable falling or dropping heavy limbs. This can happen anytime but is mor prevalent during high winds and/or saturation of soils from heavy or extended rainfall. Falling trees or limbs can cause injury or death, as well as damage to private and public structures, including power and communications line, posing secondary hazards to persons. Dead trees also pose fire hazards in both urban and wildland urban interface areas.

During severe weather or earthquake events, fallen trees or limbs may also block roadways impeding emergency vehicles, and/or emergency evacuations. Fallen trees may also block drainage channels causing local flooding during heavy rains.

The primary threats to trees are pests and disease. Common causes of tree mortality in southern California include Sudden Oak Death, Dutch Elm Disease and Fire Blight. Boring pests such as bark and wood boring beetles.

Benefits of Trees in Urban Areas

The urban forest provides multiple benefits to the urban environment and population. These include:

- **Economic**: Trees increase property values, and their maintenance provides jobs for landscapers and arborists. Shade trees reduce energy costs for cooling residential and commercial buildings in summer and can reduce winter heating costs by reducing wind chill. Shade trees can also help to extend the life of bituminous pavements in streets and parking lots.
- **Environmental**: Trees absorb carbon and other pollutants from the air, improving air quality.
- **Health**: By reducing pollutants in the ambient air trees contribute to making the air we breathe healthier. Tree canopies along streets and trails and in public parks encourage people to participate in outdoor recreation, improving physical health. And by creating pleasing environment, trees contribute to improved mental and emotional health.

Location

Orange is fortunate to have a vibrant urban forest of multiple tree varieties including Liquidambar, Southern Magnolia, and Canary Island Pine. The West Coast Arborist maintains a tree database which shows an inventory of neatly 25,000 trees in the City of

Orange. Locations include:

- Street Trees
- Parks, Trails and Public Open Space
- Private Property

History

The City has long recognized threats to tree mortality and in 1999 adopted a Street Tree Master Plan to provide guidance for the planting and removal of street trees. The City annually budgets funds to replant about 600 trees a year on public property, parks, and rights-of-way on an on-going basis.

Extent

There is no recognized scale to outline or comprehensively assess the impacts of tree mortality in the City of Orange. The absence of such a scale means that while threats to tree health are city-wide and affect both public and private property, the impacts are not systematically measured or categorized in an official manner within the city's available resources.

Regulatory Context

The City has adopted a Street Tree Ordinance and a Tree Preservation Ordinance as part of the City of Orange Municipal Code. The Street Tree Ordinance has clear specifications and requirements for the planting, removal and maintenance of trees and shrubs. The Tree Preservation Ordinance provides protection for healthy, mature trees on private property and provides criteria under which trees may be removed.

The City will also continue to enforce its Street Tree Ordinance and Tree Preservation Ordinance as part of the City of Orange Municipal Code. The Street Tree Ordinance has clear specifications and requirements for the planting, removal and maintenance of trees and shrubs. The Tree Preservation Ordinance provides protection for healthy, mature trees on private property and provides criteria under which trees may be removed. The Street Tree Master Plan, Street Tree Ordinance, and Tree Preservation Ordinance will help preserve and manage the City's urban forest and maintain the City's Tree City U.S.A. status.

Probability of Future Events

Tree mortality poses an on-going threat throughout California and including the City of Orange. Pests, disease, severe weather, vandalism, fires, and traffic accidents will continue to cause destruction of trees for the foreseeable future.

Impacts of Climate Change

Extended periods of drought increase damage to trees up to and including mortality. Extended periods of heavy rain may saturate soils weakening root structures. The warming climate also makes trees more vulnerable to attacks from insects, other pests, and disease.

4.5.11 Human Caused Hazards

Cyber Security Threats

Hazard Description

Cyberterrorism and cyberattacks are terms for cybersecurity threats that are often used interchangeably, though they are not the same. All cyberterrorism is a form of cyberattack, but not all cyberattacks are cyberterrorism.

Public and private computer systems can experience a variety of cyberattacks, from blanket malware infection to targeted attacks on system capabilities. Cyberattacks specifically seek to breach information technology security measures designed to protect an individual or organization. The initial attack is followed by more severe attacks to cause harm, steal data or for financial gain. Organizations are prone to different types of attacks that can be automated or targeted.

Any facility that relies on computers, computer systems and programs for their operations could be a target. Generally, attacks last minutes to days, but large-scale events and their impacts can last much longer. As information technology continues to grow in capability and interconnectivity, cyber threats become increasingly frequent and destructive. Cyber threats differ by motive, attack type and perpetrator profile. Motives range from the pursuit of financial gain to political or social aims. Cyber threats are difficult to identify and comprehend. Types of threats include using viruses to erase entire systems, breaking into systems and altering files, using someone's personal computer to attack others, or stealing confidential information. The spectrum of cyber risks is limitless, with threats having a wide range of effects on the individual, community, organizational, and national threat. Below are a list of the most common threats.

Ransomware

The FBI defines ransomware as a type of malicious software, or malware, which prevents you from accessing your computer files, systems, or networks and demands you pay a ransom for their return. Businesses should have a business continuity plan in case of a ransomware attack.

Cyberterrorism

The FBI is the lead federal agency for investigating cyberterrorism. In order for a cyberattack to be considered terrorism, the attack must be premeditated and politically motivated against information, computer systems, computer programs, or data. "Cyberterrorism may be carried out by state and non-state actors which have the capability to steal, alter, or destroy the nations sensitive data and, in the worst of cases, to manipulate from afar the process control systems that are meant to ensure the proper functioning of portions of the nations' critical infrastructure" (FBI, The Cyber Threat and the FBI's Cyber Program). Critical infrastructure and the nation are becoming more vulnerable to

cyberattacks as their dependency on computer networks and systems grows.

Location

Since computers are so ubiquitous, a cyber threat could appear in virtually any part of the City. In extreme circumstances, a threat could impact the entire City. Cyber threats vary in length and severity of impact. A minor threat could cause computer systems to slow down for a few minutes and not behave as responsively. On the other hand, a major cyber threat could cause a complete shutdown of critical systems, including

History

Cyberattacks on U.S. companies occur daily, and the quantity and quality of information being hacked, stolen, destroyed, or leaked is becoming an increasing problem for consumers, government entities, and businesses.

The following list is of recent cyber-attacks that affected government agencies:

- **May 13, 2024** – The City of St. Helena detected unauthorized activity on their network. Based on the investigation, it was determined that an unauthorized third party accessed materials on the network containing personal information, including names, contact information, date of birth, and limited medical information.
- **April 2023** – The San Bernardino County Sheriff's Office reported a security breach that encrypted its systems and reduced operations for over two weeks. A member of the Sheriff's Office clicked on a phished link and downloaded ransomware, disrupting emails and dispatch computers. The ransom cost $1.1 million in cryptocurrency.
- **February 8, 2021** – A hacker exploited a vulnerability in a desktop sharing platform to access a water utility's treatment plant industrial control system. The hacker increased the quantity of chemicals used in the water treatment process to a dangerous level. An employee of the utility noticed inconsistencies and immediately reduced the chemical levels to normal and notified the IT department.
- **December 11, 2021** – UKG Kronos was a victim of a ransomware attack that incapacitated Long Beach Fire Department Staffing Program, Telestaff, for approximately two months.
- **April 30, 2018** – In Pasadena, City employee email accounts were compromised through a phishing scheme. Hackers used access to accounts to send out fraudulent emails to City contacts. The City immediately disabled accounts and changed passwords of all City employees and advised residents and associates to take caution when opening emails from City.
- **November 22, 2017** – 500 Los Angeles Superior Court employees received fraudulent emails leading to fake websites asking for account credentials. Less than a dozen employees fell for the phishing scam. A 31-year-old Texas resident was found to be responsible for the hacking.

- **December 2016** – A virus locked the Los Angeles Community College District's computer network as well as its email and voicemail systems. After consulting with cyber-security experts and law enforcement, the District paid $28,000 cyber-ransom in bitcoin. The district had a cyber-security insurance policy to cover such attacks.

those used by banks, healthcare institutions, universities, major businesses, and City governments.

Extent

The Index of Cyber Security (**Figure 4-19**) can be referenced to understand the status of cyber threats, which identifies the measure of perceived risk. Since 2015, this index has trended upward and appears to have doubled in this timeframe.

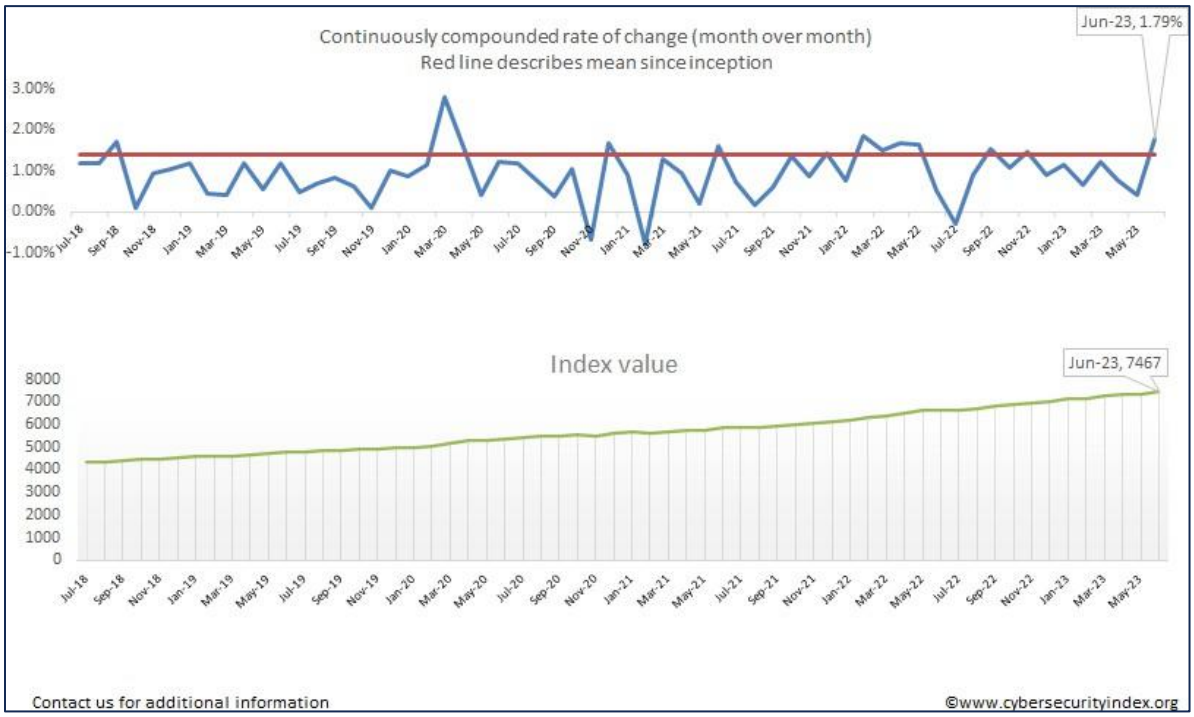


Figure 4-19: Index of Cyber Security

Cyber threats are not measured on any scale, but they can be assessed by determining the following:

- The type of incident (website defacement, denial of service, unauthorized surveillance)
- The use of malicious software
- The level of security countermeasures that failed to prevent the cyber threat.

- The duration of the cyber threat (a few hours, a few days, several weeks, etc.)

Possibility of Future Occurrence

Due to the integrated nature of technology into the everyday lives of Orange's residents, businesses, and government operations, it is possible that a cyber threat could emerge in the future. While no cyber threats are publicly known to have disrupted the City's normal operations in the past, the likelihood of a cyber threat affecting the residents, businesses, and/or governmental operations in the future is increasing.

Power Outage

Hazard Description

A power outage is the loss of the electricity supply to an area. In addition to natural hazards, power failure can result from a defect in a power station, damage to a power line or other part of the distribution system, a short circuit, or the overloading of electricity mains.

A power outage may be referred to as a blackout if power is lost completely or as a brownout if some power supply is retained, but the voltage level is below the minimum level specified for the system, and a short circuit indicates a loss of power for a short amount of time (usually seconds). Some brownouts, called voltage reductions, are made intentionally to prevent a full power outage.

Power outages may also be intentionally induced due to high power demand that exceeds supply or due to actions taken by utility companies to de-energize power lines when there is the possibility of energized power lines being downed during fire Red Flag warnings and causing fires.

Additionally, Southern California Edison, the City's electrical provider, can implement Public Safety Power Shutoffs (PSPS) as a precautionary measure implemented by utility companies to reduce the risk of wildfires during hazardous conditions, such as strong winds and high temperatures. Under these guidelines, utilities may proactively turn off electricity to certain areas when there is a significant threat that energized power lines could be downed and ignite fires. These shutoffs, while disruptive, are intended to protect public safety by preventing catastrophic events, especially in regions prone to wildfires. PSPS events can last from several hours to several days, depending on weather conditions and the time needed to inspect and restore power lines safely.

Location

Power outages can affect the entire City. It is most probable to affect certain portions of the City at a time. Those residents in the WUI area, are prone to experiencing PSPS events.

History

August 2020 saw the first California electricity providers institute rolling blackouts since 2001. Hundreds of thousands of people experienced brief power outages through the several evenings after the body that manages most of the state's electric utilities declared a Stage 3 emergency to help reduce stress on the larger grid. Electricity demand surged through the day as temperatures topped the triple digits in many parts of the state, and people cranked up fans and air-conditioning units to try to stay cool. The emergency order was rescinded before midnight, and power was fully restored to all affected households.

The 2011 Southwest blackout, sometimes referred to as the Great Blackout of 2011, was a widespread power outage that affected the San Diego–Tijuana area, southern Orange County, the Imperial Valley, Mexicali Valley, and Coachella Valley, and parts of Arizona. It occurred on Thursday, September 8, 2011, beginning at about 3:38 pm PDT and was the largest power failure in California history.

The 2000-2001 California electricity crisis brought to light many critical issues surrounding the State's power generation and distribution system, including its dependency on out-of-state resources. Although California has implemented effective energy conservation programs, the State continues to experience both population growth and weather cycles contributing to a heavy demand for power. The 2000 and 2001 blackouts occurred due to losses in transmission or generation and/or extremely severe temperatures that lead to heavy electric power consumption.

Extent

Power outages are typically measured by the number of customers without power. This number is two to three times lower than the number of people affected.

Probability of Future Occurrence

While the location, duration, and number of people affected cannot be predicted, power outages in the City service area are likely to occur on a continual basis with the likelihood of an incident greater than 25% in any year. The likelihood increases in areas where PSPS can occur.

Impact of Climate Change

Climate change may affect the number and severity of power outages. As hotter conditions result in more and longer Red Flag warnings and concomitant PSPS, more power outages will occur.

Regulatory Context

The California Public Utilities Commission (CPUC) plays a pivotal role in regulating privately-owned electric, natural gas, telecommunications, water, railroad, rail transit, and passenger transportation companies. It ensures a safe, reliable utility service at reasonable rates and protects against fraud.

Hazardous Material Release – Pipeline Failure, Transportation Accidents, Oil Spills

Hazard Description

A hazardous material is any material that, due to its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released. Hazardous materials include but are not limited to hazardous substances, hazardous waste, and any material that a business or local implementing agency has a reasonable basis to believe would be injurious to the health and safety of people or would be harmful to the environment if released.

The LHMP does not focus on the hazards contained in everyday products but rather on the hazards associated with potential releases of hazardous substances from transportation corridors and fixed facilities within the City.

Exposure to hazardous materials can cause injury, illness, or death. Effects may be felt over seconds, minutes, or hours (short-term effects) or not emerge until days, weeks, or even years after exposure (long-term effects). Some substances are harmful after a single exposure of short duration, but others require long episodes of exposure or repeated exposure over time to cause harm.

Hazardous materials in the City service area primarily consist of paints, solvents, adhesives, gasoline, household cleaners, batteries, pesticides and herbicides. Public Works has various facilities that use chemicals that if not appropriately contained or during a natural hazard can potentially be released into the air. The toxicity of a specific substance is one important factor in determining the risk it poses, but other factors can be just as important, if not more so. Factors affecting the severity of hazardous material release include:

- Toxicity
- Quantity
- Dispersal characteristics
- Location of release in relation to population and sensitive environmental areas
- Efficacy of response and recovery actions

Mobile incidents include those that occur on a roadway or a railroad. These incident-related releases are dangerous because they can occur anywhere, including near human populations, critical facilities, or environmentally sensitive areas. Mobile incident-related releases can also be more difficult to mitigate because of the great area over which any given incident might occur and the potential distance of the incident site from response resources.

The release of hazardous substances from stationary sources can be caused by human error, equipment failure, intentional dumping, acts of terrorism, or natural phenomena. Earthquakes pose a particular risk because they can damage or destroy facilities containing

hazardous substances. The threat posed by a hazardous-material event can be amplified by restricted access, reduced fire suppression and spill containment capability, and cutoff of response personnel and equipment.

Location

The City, like many urban areas, has businesses that handle and store various hazardous materials essential for industrial, commercial, and public health applications. **Figure 4-20** contains an approximate location of each hazardous material location.

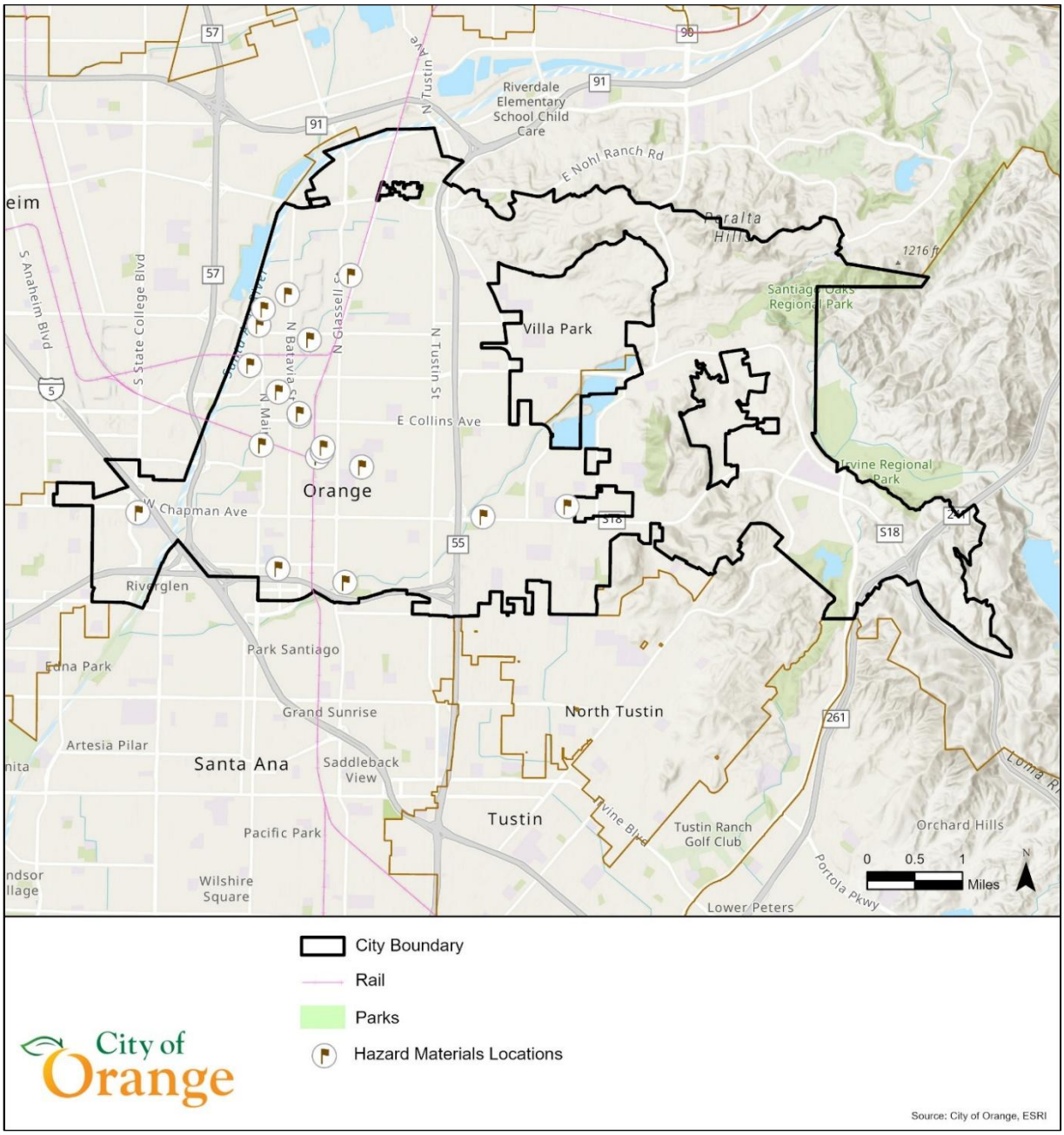


Figure 4-20: City of Orange Hazardous Materials Locations

History

Southern California, with its vast industrial landscape and densely populated urban areas, faces numerous environmental challenges, including the release of various hazardous materials. These releases can originate from industrial facilities, transportation accidents, and other sources, posing significant risks to public health and the environment. Below is a list of the most resent hazard materials released.

- **Aliso Canyon Gas Leak (2015-2016)** – The Aliso Canyon gas leak in Los Angeles County released massive amounts of methane, a potent greenhouse gas. The leak lasted several months, causing health problems for nearby residents and contributing to climate change.
- **Exide Technologies Plant (2013)** - The Exide Technologies battery recycling plant in Vernon was found to have released hazardous levels of lead and arsenic into the air and soil. This led to the plant's closure and extensive cleanup efforts to protect public health and the environment.
- **Refugio Oil Spill (2015)** - The Refugio Oil Spill off the coast of Santa Barbara impacted the region's environment. Thousands of gallons of crude oil spilled into the ocean, affecting marine life, coastal ecosystems, and local economies.

Extent

The extent of a hazardous material spill may vary from significant impacts causing injuries and evacuation to minor impacts requiring minimal cleanup. Hazardous materials releases can be harmful in the following ways:

- Chemical, biological, and radiological agents can cause significant health risks to those exposed to them; biological agents can be additionally dangerous if they are infectious. Flammable and explosive materials also present life safety concerns when exposed to heat.
- Oil spills can present an immediate fire hazard and can contaminate drinking water supplies. Any release of hazardous material requires a thorough and careful clean-up of the site and decontamination of those exposed. Clean-up and recovery are time and cost consuming.
- Delays caused by hazardous materials releases and the ensuing evacuation and cleanup processes could lead to significant economic losses due to traffic delays (mobile releases) or operational shut-down (fixed facilities).
- Overall, hazardous materials can cause death, serious injury, long-lasting health effects, and damage to buildings, the environment, homes, and other property.

Probability of Future Occurrence

Based on previous occurrences, the likelihood of small hazardous materials releases is high and can occur at any time anywhere in the City.

Regulatory Environment

To address the release of hazardous materials, Orange County has implemented several regulatory measures and public health initiatives. These efforts aim to minimize risks, ensure compliance with environmental laws, and promote community awareness.

- The South Coast Air Quality Management District (SCAQMD) is responsible for regulating air quality in the region. It sets emissions standards, monitors air pollution, and enforces regulations to reduce the release of hazardous air pollutants.
- The. Orange County Health Care Agency (HCA) works to protect public health by monitoring environmental hazards, conducting health assessments, and providing information to the community about potential risks and safety measures.
- The California Environmental Protection Agency (CalEPA) oversees environmental protection efforts statewide, including in Orange County. It enforces regulations related to hazardous waste, water quality, and toxic substances, and provides funding for cleanup and mitigation projects.

Terrorism

Hazard Description

Terrorism is the use or threat of force to achieve a particular social or political outcome. The goals of terrorism may sometimes be overturning a government, the reversal of a public policy, political prisoners' release, and other such motives. Acts of terror may overlap with acts of war or hate crimes. Generally, terrorism involves an attempt to kill or seriously harm people or disrupt civil society by destroying property or infrastructure, attacking government operations at all levels, interrupting essential public services, creating chaos, or a combination of some or all these goals. Firearms and explosives are the most common weapons used among terrorists. In extreme situations, terrorists may gain access to mass destruction weapons, including bioweapons, chemical agents, radioactive materials, or high-yield explosives. It should be noted that these events are infrequent. While incidents of terror caused by foreign individuals or groups receive significant media and public attention, most acts of terror in the U.S. have been caused by domestic terrorists.

Location

Acts of terrorism can occur anywhere, although public spaces and locations where many people congregate (parks, schools, places of worship, government facilities, shopping centers, and public gathering areas) are most common. Critical locations in Orange may include, shopping centers, governmental facilities (i.e., City Hall), colleges, medical facilities, parks, and large employers within the City. Acts of terrorism may be located at

the locations listed above; however, the perpetrators may also choose high-value targets such as electric-generating facilities, water treatment plants, dams or reservoirs, railroads, highways, and other facilities that could impact governmental operations and services.

History

The City has experienced two acts of terrorism/mass casualty incidents. One in March of 2021 and the other in December of 1997. The following acts of terrorism/mass casualty incident events have occurred in California and Orange County.:

- **August 2023** – On August 23, 2023, a Retired Ventura Police Sgt. John Snowling opened fire inside and outside the Cook's Corner bar, first targeting his estranged wife and then eight others.
- **March 2021** - On March 31, 2021, a mass shooting occurred at an office complex in Orange, California, United States. Four people were killed, including a child, and a fifth person was critically wounded
- **August 1999** – On August 10, 1999, an American white supremacist walked into the lobby of the Jewish Community Center in Granada Hills and opened fire with an Uzi sub machine gun, firing 70 bullets into the complex. The gunfire wounded five people.
- **December 1997** – In December 1997, a former employee returned to the Caltrans Maintenance Yard where he opened fire and killed 4 people and wounded 3 others.
- **July 2002** – A man opened fire at the ticket counter at Los Angeles International Airport, killing two people and injuring several others before being shot dead by security personnel.
- **May 2015** – Two Anaheim-based men were arrested at a Transportation Security Administration checkpoint at the Los Angeles International Airport who had reportedly sworn allegiance to the Islamic State of Iraq and Syria (ISIS). One of these men, Muhanad Badawi, was a student at Fullerton College.
- **December 2015** – A mass shooting and terrorist attack committed by a married couple who had reportedly sworn allegiance to ISIS killed 14 people at a medical facility in the City of San Bernardino.
- **April 2019** – The Poway synagogue shooting occurred on April 27, 2019, at Chabad of Poway synagogue in Poway, California on the last day of the Jewish Passover holiday, which fell on a Shabbat. Armed with an AR-15–style rifle, the gunman, fatally shot one woman and injured three other people, including the synagogue's rabbi.

Extent

Mass Casualty Incidents and acts of terrorism are typically measured by the fatalities, injuries, and destruction they cause, but there is no universally used scale for measuring these events.

Probability of Future Occurrence

Given that mass casualty incidents and acts of terrorism stem from a variety of factors: economics, societal pressures, mental health, global geopolitics, warfare, religion, etc. it is impossible to predict when and where an incident could occur. Community events, such as the street fair and car shows are particularly important. While important, it is anticipated that any future incidents would likely originate domestically and are less likely to attract the attention of international terrorist groups. Incidents of these types are more likely to be conducted by smaller organizations or individuals aligned with greater-known organizations, although the effects may be no less significant.

4.5.12 Infrastructure Failure (Building Collapse/Water System Failure)

Building Collapse

Hazard Description

A building collapse is the sudden structural failing, partially or entirely, of a building, threatening human life and health. When internal load-bearing structural elements fail, a building will collapse into itself, and exterior walls pulled into the falling structure. This scenario may be caused by construction activity, an earthquake or fire, and may result in a dense debris field with a small footprint. Alternatively, if an explosion or natural forces such as weather cause structural failure, the building may collapse in an outward direction, resulting in a less dense and more scattered debris field.

Location

The entire city has homes and structures that are capable of collapsing under extreme circumstances.

History

There have been no instances of building collapses in the City of Orange.

Extent

The severity of building collapse is influenced by the age and stability of the infrastructure. The City Planning Department regulates building codes and regulations to ensure safety and mitigate risks.

Probability of Future Event

Although there has not been a building collapse in the City of Orange. Aging infrastructure can lead to instability with the increase chance due to seismic hazards.

Water System Failure

Hazard Description

Water Systems failure is an undesirable or unintended event, occurrence, or situation involving the city's water infrastructure or the discontinuation or significant disruption of water services that could seriously compromise public safety. This infrastructure is a public utility infrastructure and, if compromised, would result in a temporary loss of essential function and/or services.

Location

The City has miles of water distribution lines and numerous facilities that treat and distribute potable water, which means a water infrastructure failure can happen anywhere in the City. Often these incidents are limited to a small, localized region City, but during a seismic event, it can potentially affect the entire City.

History

There has not been any long-term water system failure in the City.

Extent

The extent of a water system failure can vary significantly, from minor disruptions affecting small, localized regions to severe incidents that impact the entire city. In cases of minor failures, only a small portion of the water distribution network may be compromised, leading to temporary loss of service or reduced water pressure in isolated areas. However, during major events such as seismic activities, the entire water infrastructure could be at risk, resulting in widespread outages and significant disruptions to public safety and essential services. The severity of the impact is often influenced by the integrity of the aging water infrastructure, the preparedness of the city to handle such failures, and the speed at which the problem can be resolved. Failure to address these vulnerabilities can lead to long-term consequences for residents, businesses, and critical facilities that rely on a consistent water supply.

Probability of Future Event

Although there has not been a long-term water system failure in the City of Orange. Aging water infrastructure and the potential for terrorism and cyber-attack can increase the likelihood of this hazard impacting the City.

SECTION 5: RISK ASSESSMENT

5.1 Risk Assessment

A risk assessment involves evaluating vulnerable assets, describing potential impacts, and estimating losses for each hazard. The intention of a risk assessment is to help the community understand the greatest risks facing the City based on the hazard analysis. The risk assessment defines and quantifies vulne, buildings, critical facilities, and other assets at risk from hazards and is based on the best available data and the significance of the hazard. The risk assessment further examines the impact of the identified hazards on the City, determines which areas of the City are most vulnerable to each hazard, and estimates potential losses to City facilities for each hazard.

5.2 Populations At Risk

Residential population data for Orange was obtained from the State of California Department of Finance E-1 Population Estimates for Cities, Counties, and the State — January 1, 2022. The population is estimated to be 117,096. Everyone within the City limits is vulnerable to at least one of the hazards profiled in the plan. The level of risk to each hazard depends on the proximity from hazard zones. For example, the entire City is susceptible to the affects of earthquakes but only the east side of the city is susceptible to wildland fires.

5.3 Critical Facilities and Facilities of Concern

Critical facilities (CF) consist of properties and structures that play important roles in government operations and the services they provide to the community. Examples of CFs include local government offices and yards, community centers, public safety buildings like police and fire stations, and other properties a city has deemed essential for its operations. Critical Facilities may also serve dual roles if a city designates them as public assembly points during an emergency. Critical Facilities are often owned by the City, but some may also be owned and operated privately, such as some utilities and telecommunication infrastructure. Facilities of Concern (FOC) are similar to critical facilities; however, the City may not own them, or their purpose and function are not as important to the function of the City after a disaster. These facilities are identified to ensure the City understands their potential vulnerability to the hazards of concern.

The HMPC identified a total of 77 facilities (55 CFs and 22 FOC) in Orange. **Table 5-1** shows the number of CFs and FOC in each category, the total estimated replacement value for these facilities, and examples of the type of facility in each category. **Figure 5-1** shows the locations of the mapped CFs and FOC in Orange. It is important to note that water infrastructure, although included in the overall assessment, is not mapped in the LHMP for

security reasons.

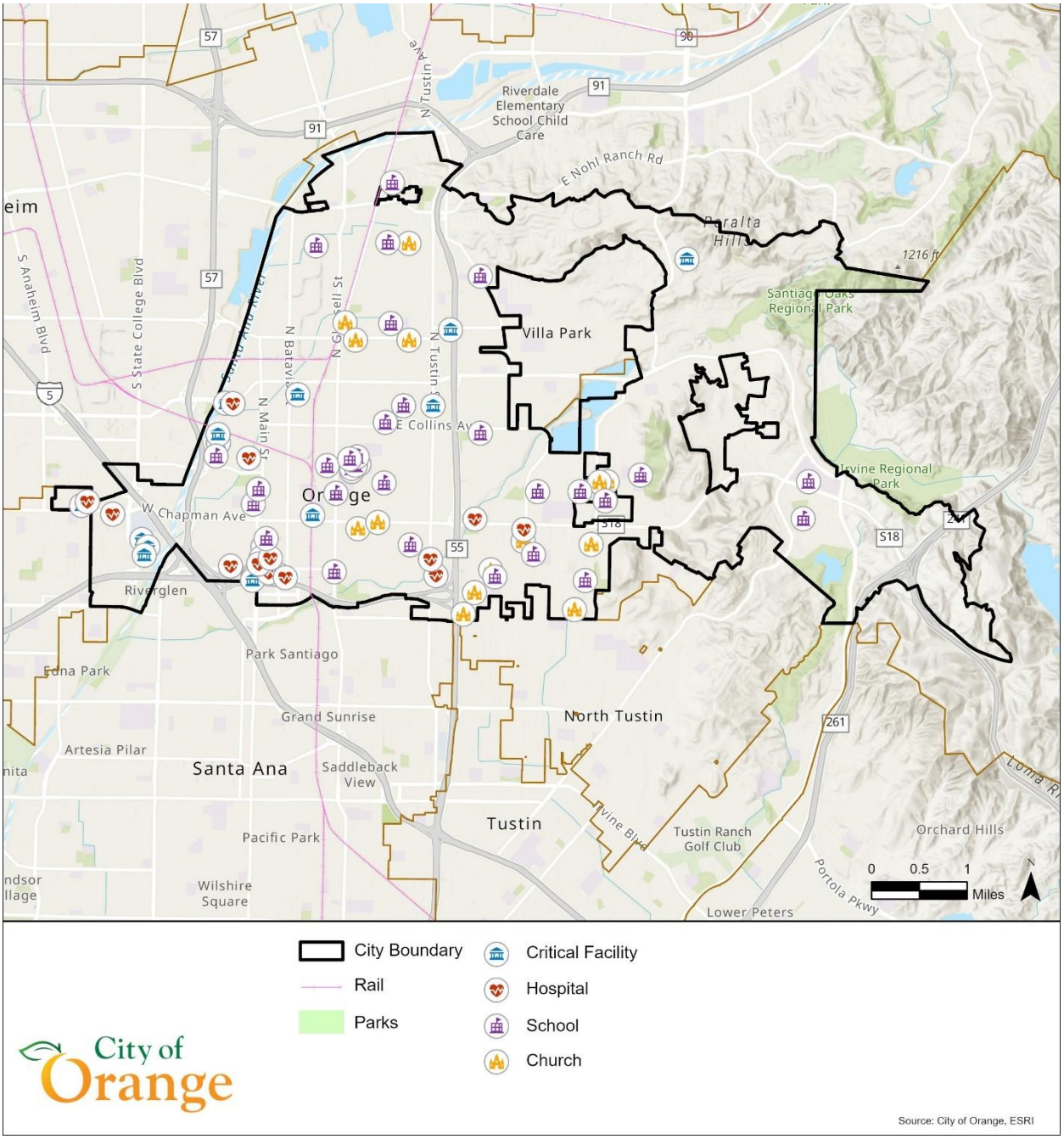


Figure 5-1: City of Orange Critical Facilities

The potential loss values identified in subsequent tables are based on the City's total insured value using the City's Insured Asset Inventory. It is intended to provide an estimate of the replacement cost if the property/structure is completely or severely damaged. The actual costs of repair could be smaller or larger than the provided estimate. Since the data comes from the City's Insured Asset Inventory, facilities not owned by the City will not

have a replacement value listed or be identified in the plan. Where this occurs, "N/A" has been used within the table.

Based on the available data provided by the City, a minimum of $237,597,614.00 worth of City-owned assets were analyzed. The total potential loss value of all City-owned and non-City-owned assets is much higher but is unknown due to data limitations.

The greatest potential for loss among City-owned assets comes from the Critical Facilities category, which includes but is not limited to government operation, city hall, police stations, and fire facilities throughout the City. The next critical facility category with the greatest potential for loss would be City owned community centers, parks, and libraries.

To better understand the magnitude of impacts, this plan identifies representative percentages of potential impact based on the total valuation of City assets. For planning purposes, we identified different tiers of impact that could occur. It is reasonable to assume that impacts would not exceed 50% of the total asset value city-wide during a single event. The following are parameters to help understand how much a proposed investment/improvement compares to the existing assets within the City:

- 1% Impact - $2,375,976.00
- 5% Impact – $11,879,880.00
- 10% Impact – $23,759,761.00
- 20% Impact - $47,519,522.00
- 50% Impact - $118,798,807.00

The possibility that all facilities will be completely damaged simultaneously is extremely rare. Based on the hazard, most impacts are anticipated to be isolated to certain locations. This estimate does not include the value of the City's underground infrastructure and surface drainage facilities. **Table 5-1** lists the number of facilities and their associated potential replacement values.

Table 5-1: Critical Facilities and Facilities of Concern in Orange

Category	# of Facilities - Critical	# of Facilities - Concern	Examples	Potential Loss
Government Operations, Emergency Operations	18	9	City Hall, City Hall Council Chambers, Corporate Yard, Fuel Storage Tanks, Police Facilities	$184,772,921.00
Water Infrastructure	28	0	Wells, Stations, Booster Stations, Pressure Reducing Systems, Water Treatment, Conveyance Systems	$24,022,124.00

Table 5-1: Critical Facilities and Facilities of Concern in Orange				
Category	**# of Facilities - Critical**	**# of Facilities - Concern**	**Examples**	**Potential Loss**
Recreational and Community Centers	9	13	Stadiums, Libraries, Parks, Community Centers, etc.	$28,802,569.00
Total	**55**	**22**	**---**	**$237,597,614.00**

* Potential loss data are estimates only, as replacement values for some facilities were not available. Actual losses may be greater than the estimate presented in this table.

5.4 Analysis of Potential Losses by Hazard

Climate Change

Physical Threat

Climate change introduces significant physical threats to infrastructure, particularly in reservoir-dependent regions. Alterations in precipitation patterns and increased instances of extreme weather events can lead to heightened risks of flooding, erosion, and sedimentation. Climate Change can place immense strain on reservoirs and surrounding structures, necessitating higher maintenance and adaptive design measures. Infrastructure such as intake systems, dams, and levees may experience accelerated wear and tear due to fluctuating water levels, while prolonged droughts can reduce water availability, undermining operations reliant on these systems. Effective planning and resilient engineering practices are crucial to mitigate these challenges and preserve functionality.

Social Threat

Climate change disproportionately affects marginalized communities. Those who lack access to resources, infrastructure, and support systems are at the greatest risk of experiencing its adverse effects. In urban settings, marginalized groups living in underprivileged neighborhoods are more likely to suffer from heatwaves and water shortages.

Changes in Population Patterns and Land Use and Development

Climate change is not expected to cause changes in populations patterns or development.

Dam Failure

Physical Threat

Various factors, such as the amount of water released, the distance between the dam failure site, and the topography of the surrounding land, will influence the extent to which physical assets in Orange are threatened. The Santiago, Villa Park, and Prado Dams have large storage capacities that could cause localized inundation in Orange if the reservoir waters are released due to a dam breach. **Table 5-2** identifies the physical assets in Orange that are threatened by the potential failure of the reservoirs. Based on this analysis, dam inundation would affect 6 CFs and 2 FOCs within the City, with the potential to cause approximately $95 million in damages, based on available information. **Figure 5-2** shows the location of the identified CFs and FOCs within these dam inundation zones.

Table 5-2: Critical Facilities and Facilities of Concern (Dam Failure)

Category	# of Facilities - Critical	# of Facilities - Concern	Potential Loss**
Government Operations	0	1	$32,427,589
Emergency Operations	6	0	$63,199,258
Recreational and Community Centers	0	1	$0
Total	1	1	$95,626,847

** Based on the City of Orange insured replacement values potential loss data are estimates only, as replacement values for some facilities were not available. Actual losses may be greater than the estimate presented in this table.

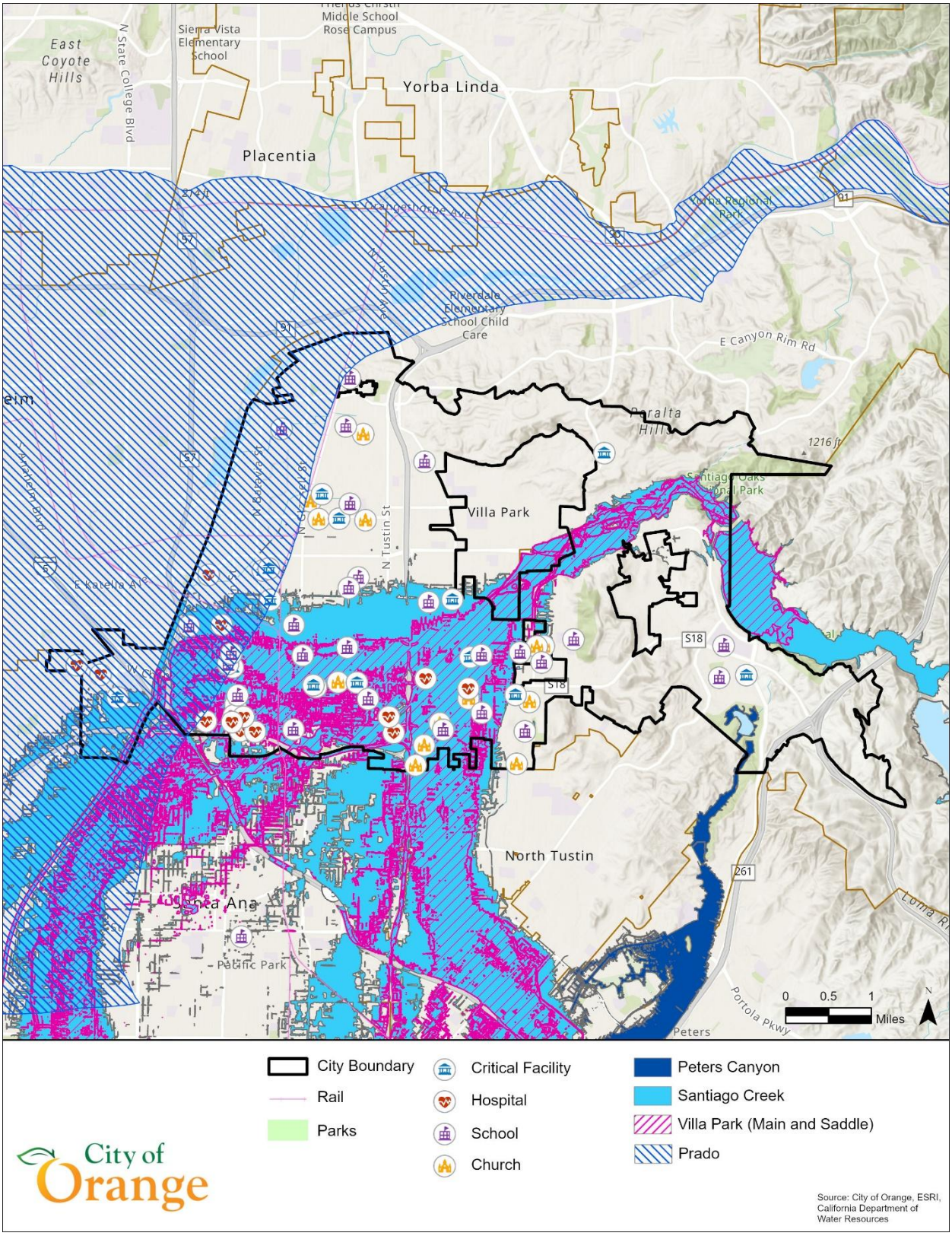


Figure 5-2: Critical Facilities and Facilities of Concern in Dam Inundation Zones

Social Threat

Dam failure hazards in the City would impact various downstream properties and the residents that live there. **Table 5-3** identifies these potential dam failure impacts caused by a dam failure. Failure of the dam would affect almost 20% of the population in the City of Orange.

Table 5-3: Dam Failure Threatened Populations

Threatened Population Metric	Dam Inundation Hazard	City
Population	85,000	117,096
Households	27,000	44,867
Acres	9600	16,512
Schools	15	26
Houses of Worship	8	13
Medical Centers	10	15

*Amounts are estimates based on the U.S Census only, as exact values for some statistics were not available. Actual amounts may be greater than the estimate presented in the table.

Other Threats

Dam failures are often triggered by other events (e.g., seismic shaking, intense rainstorms, etc.). There would most likely be service disruptions in Orange if this type of event occurred. Floodwaters could quickly inundate the city, disrupting utilities such as water, power, and other services (communications or transportation infrastructure). Residents may find street lighting and traffic signals are temporarily disabled. Debris carried by the rapid inundation may result in injury or death, destroyed structures and facilities.

Changes in Population Patterns and Land Use and Development

Population in the inundation zone may choose to move out of the City or out of the inundation area if the impacts of dam failure are great enough.

Dam failure is unlikely to affect land use and development because the development review process will take steps to mitigate or minimize flood-related impacts. Areas inundated within the City would not be significantly altered, requiring changes in land use and development patterns.

Drought

Physical Threat

Since the primary threat from drought is reduced water supply and availability, there are no foreseeable threats to any of the City's physical assets. It is possible that any water delivery infrastructure not used or used less than usual may fall into some degree of disrepair if maintenance is deferred. Lower water pressures may cause some aged water pipes to release rust particles into the water supply. Amenities within facilities, like water features and landscaping, could be affected by reduced watering. If dead or dying vegetation becomes a nuisance, the City may have to replace or retrofit locations affected.

Social Threat

Droughts are unlikely to cause serious social threats to households in Orange, though residents and business owners in the City may experience financial impacts associated with water conservation efforts. Those with less access to financial resources, such as low-income households or seniors, could be harder hit if higher water rates or additional fees are imposed during a severe drought event.

Other Threats

A typical drought is not anticipated to lead to any outages in service in Orange. However, an exceptional drought may lead to restricted water use for residents or businesses in the City. Trees that are not adequately adapted to lower irrigation levels could perish, altering the City's aesthetic appearance and long-term air quality. Any open spaces with extensive lawns may start to die, turning brown, which could discourage residents from using these parks and open spaces. In addition, long-term drought conditions can change and reduce soil's ability to absorb water. When this occurs, water runoff from these areas may increase, which could cause downstream flooding, debris flows and erosion in some areas.

Changes in Population Patterns and Land Use and Development

Droughts occur periodically (primarily during the Summer/Fall months) and generally do not affect populations to the degree that they would need to migrate in and out of the City. A drought in Orange is doubtful to have any significant effect on population patterns. It is unlikely that drought will affect land use and development because the development review process will take steps to mitigate or minimize the impacts and vulnerability of drought in Orange.

Earthquake/Geological Hazards

Physical Threat

Many physical assets in the City are estimated to experience the same seismic shaking intensity, ranging from 85 to 95% (shaking intensity in relation to the earth's gravity). Therefore, all facilities could be damaged during a significant seismic event, which would be extremely costly for the City. If all facilities were damaged at the same time during a seismic shaking event, it can be assumed that the City would incur a percentage of the maximum potential loss of its physical assets. Assuming 20% of the City's assets are impacted, this potential loss could amount to over $47 million. Underground physical assets, like pipelines or utilities, could be damaged if seismic shaking were strong enough to cause a rupture. In such a scenario, natural gas and water delivery service to Orange homes and businesses would be incapacitated until repairs are completed. **Table 5-4** displays these potential losses that could incur should shaking reach the described threshold. **Figure 5-3** displays the CFs and FOCs within the City's seismic shaking potential hazard zones.

Table 5-4: Critical Facilities and Facilities of Concern (Earthquake)

Category	# of Facilities - Critical	# of Facilities - Concern	Potential Loss**
Government Operations, Emergency Operations	18	9	$184,772,921.00
Water Infrastructure	28	0	$24,022,124.00
Recreational and Community Centers	9	13	$28,802,569.00
Total	**55**	**22**	**$237,597,614.00**

** Based on the City of Orange insured replacement values Potential loss data are estimates only, as replacement values for some facilities were not available. Actual losses may be greater than the estimate presented in this table.

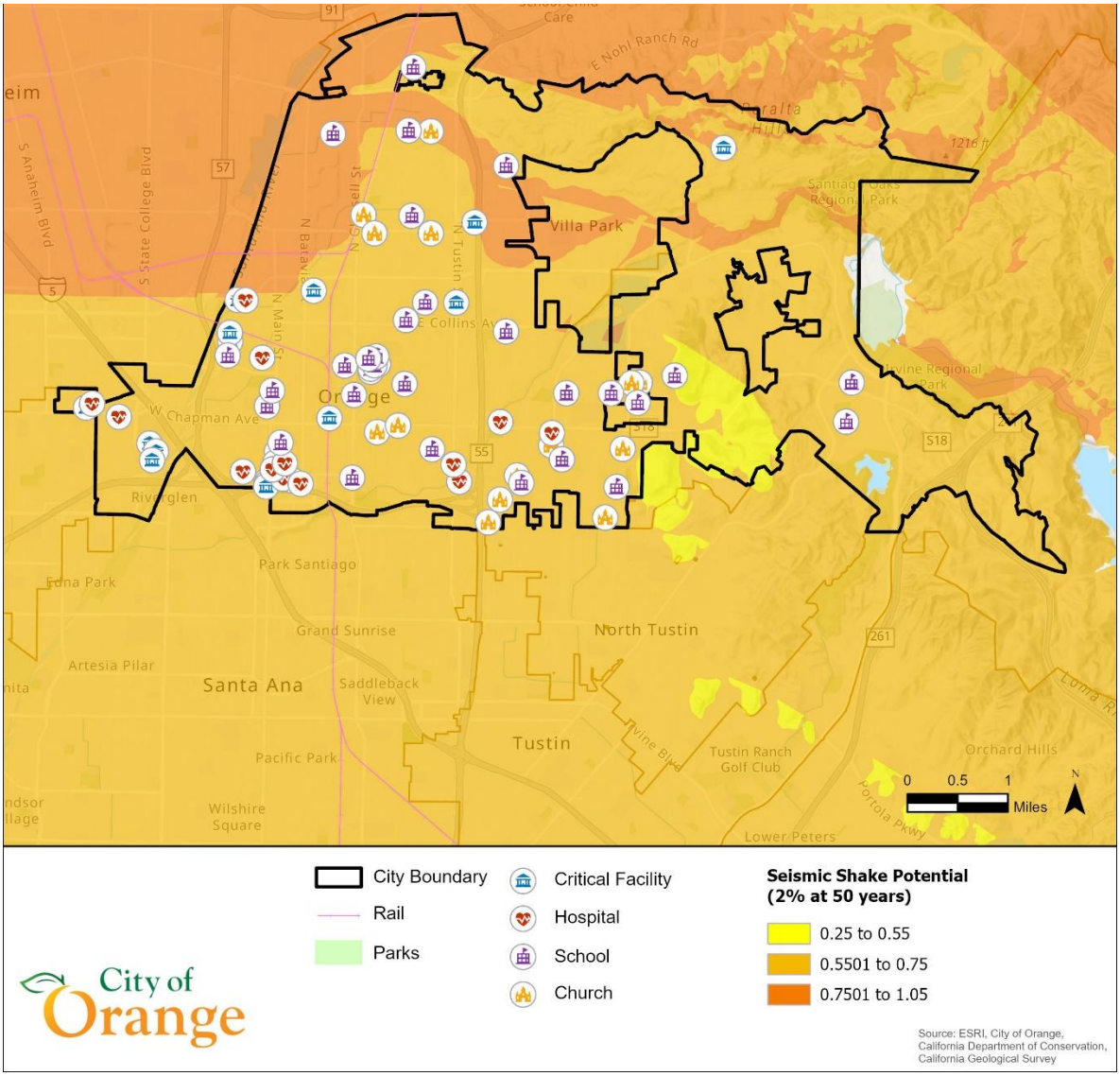


Figure 5-3: Seismic Hazard Area with City infrastructure

Social Threat

The risk of a seismic event is a danger to all groups in Orange though some are more threatened than others. Seniors, pregnant women, and persons with disabilities are more threatened by seismic shaking since they may have limited mobility and may be unable to reach shelter in time. Even if these groups are able to reach a shelter, they may find themselves trapped if furniture or building components have fallen around them. Renters and low-income communities are also more threatened by seismic shaking since these groups may live in homes that are not properly retrofitted to survive the stresses of a seismic event. These groups may not be able to absorb the costs associated with repairing their homes or looking for new housing should their existing one be too damaged for occupancy. **Table 5-5** displays the threatened populations in Orange associated the seismic shaking scenarios.

Table 5-5: Earthquake Threatened Populations		
Threatened Population Metric	**Earthquake Hazard**	**City**
Population	117,096	117,096
Households	44,867	44,867
Schools	26	26
Houses of Worship	13	13
Medical Centers	15	15

*Amounts are estimates based on the U.S Census only, as exact values for some statistics were not available. Actual amounts may be greater than the estimate presented in the table.

Other Threats

With early earthquake warning systems becoming operational, it can be expected that utilities will take advantage of these advance warnings to shut off gas and water to control any potential leaks following the seismic shaking. Authorities may have enough time to halt the use of infrastructure or move workers to safe locations away from hazardous conditions. Workers could cease their activity and take shelter until they can be safely evacuated. Therefore, all services could be non-operational during the shaking event and remain inactive until authorities are confident that it is safe to reactivate utilities and return employees to their workplaces. The length of this time would vary depending on the magnitude of the event. A significant earthquake would likely put utilities out of commission and halt any employment activity in the City for a few hours or several days. The City and the region would experience reduced economic activity during the outage period, which would not be felt for weeks, months, or years later. Structures such as telephone poles or power transmission towers felled by the shaking could block roadways and prevent emergency response teams from reaching victims or evacuees who need assistance.

Changes in Population Patterns and Land Use and Development

It is not anticipated that population patterns will change over the next 20 years. While this may also be true concerning land use and development, if a strong earthquake impacts the City, there is the potential that older structures may be impacted more severely than newer structures in the City.

Severe Weather (Severe Winds, Extreme Heat, Winter Storm)

Physical Threat

Severe Winds

Intense winds likely present the greatest threat to physical structures, particularly from trees or branches that fall on buildings/vehicles, causing substantial damage. Older structures that have deferred maintenance or have not been retrofitted for high wind conditions may suffer greater damage than newer/updated structures. Utility lines and wooden utility poles face an elevated threat from wind, as do buildings without reinforced roofs. Often utility poles and trees suffer impacts during high wind events if they occur after a significant rain event. During these events, saturated soils around the base of the tree/pole may be unable to hold up to the strains placed on them by strong winds causing it to fall over.

Trees, tree branches, and other objects have the potential to fall on powerlines and other electrical infrastructure during a severe windstorm, causing power outages throughout the City. Another physical threat of severe wind is wildfire impacts during the summer months. Severe winds can turn a routine wildfire into a destructive unstoppable wall of flames capable of burning thousands of acres.

Extreme Heat

Extremely high temperatures can cause roads to deform and buckle as the pavement expands in the heat, especially in areas that have not been maintained well. Power lines and other electrical grid components become less effective in higher temperatures and may be damaged due to stress during extreme heat events. Urban heat islands occur when natural land cover is replaced with concentrations of pavement, buildings, or other surfaces that absorb and retain heat. Buildings with dark pavement will absorb more heat than surfaces with vegetation or lighter materials that are better at reflecting the sun's energy. This urban heat island effect is strongest during the summer when solar radiation is strongest.

Winter Storm

Physical threats associated with winter storms are similar in nature to those identified in the Flooding discussion.

Social Threat

Severe Wind

Severe wind events can harm people throughout Orange but have a greater effect on the safety of people experiencing homelessness and those working outdoors. Populations that

work outside or have respiratory illnesses may be impacted by severe wind events as they can generate dust and other contaminants that can affect the health of residents and workers. Lower-income residents, who may not have the financial resources to purchase homes (or are renting homes) that are not built or retrofitted to withstand powerful winds, could also have difficulty recovering from wind events, that can cause damage to roofs, siding, and windows.

Extreme Heat

Whereas a heat event can be relatively harmless for those with a reliable means of staying hydrated and cool, the event can be deadly for others. Young children, the elderly, or people suffering from serious medical conditions are physiologically more vulnerable to heatstroke. Some senior citizens also take medicines that can make it harder for their bodies to maintain a safe internal temperature, creating an additional threat from extreme heat events. Young children may not be aware of the signs of dehydration or ways of protecting themselves from heatstroke.

People living in homelessness are at a high risk of health complications during heat waves, especially if they are unsheltered. According to the City of Orange homelessness count, in 2025, there were approximately 369 individuals experiencing homelessness in the City, with 33 of them unsheltered. This population is very vulnerable to heatstroke during a heatwave, especially if they cannot reach a cooling center.

Sudden spikes in heat can catch people by surprise. Stores can rapidly sell out of fans, air-conditioning units, or drinking water during a heatwave. Many lower-income households live in older, poorly insulated, and energy-inefficient housing and cannot afford to run their air conditioning, which can be further compounded by the threat of power outages due to heat/rolling blackouts. During these events, extreme heat impacts may affect larger portions of the City and populations that would not be viewed as vulnerable under normal circumstances.

Winter Storm

Social threats associated with winter storms are similar in nature to those identified in the Flood discussion below.

Other Threats

Severe Wind

Extreme wind events can worsen other risks, such as wildfires. Southern California Edison will continue to impose Public Safety Power Shutoffs to eliminate the potential for wildfires, but this can lead to prolonged power outages throughout the City.

Extreme Heat

Extreme Heat for any length of time can also affect other hazards and risks within the City.

For example, it can create a spike in electricity demand leading to power loss/failure, food insecurities, and a rise in vector-borne disease transmission. Coupled with extreme wind, it can cause or spread urban fires and jeopardize additional neighborhoods/communities.

Winter Storm

Other threats associated with winter storms are similar in nature to those identified in the Flood discussion below. Severe rain can lead to debris flows in wildfire affected areas of the City and cause significant property damage to areas of the City.

Changes in Population Patterns and Land Use and Development

Severe Wind

Severe winds occur periodically (primarily during the Fall months) and generally do not affect populations to the degree that they would need to migrate in and out of the City. It is unlikely that severe wind will affect land use and development because the development review process will take steps to mitigate or minimize the impacts of severe wind.

Extreme Heat

It is not anticipated that population patterns will change over the next 20 years. There could be minor changes in population patterns due to extreme heat if people cannot continue to live in older structures with limited insulation and older cooling units.

While it is unlikely that extreme heat will affect land use and development, it is possible that additional investment in older parts of the City will occur to modify structures to handle these conditions.

Winter Storm

Winter storms occur periodically (primarily during the winter months) and generally do not affect populations to the degree that they would need to migrate in and out of the City. However, in rare circumstances, there may be the need to evacuate households for a short period of time until the flooding from storms recedes.

Flooding

Physical Threat

Flooding impacts are not expected to be significant since the majority of the city is not in a 100/500-year flood zones. During a severe rainstorm, localized flooding can cause a substantial risk to Orange's transportation infrastructure. Roads, bridges, and highways can become impassable due to rising waters, cutting off access to essential services and disrupting daily commutes. Prolonged inundation weakens road surfaces and bridge supports, requiring expensive repairs or replacements. Homes and businesses are often the first casualties in flood-prone areas. Floodwaters can cause structural damage, mold growth, and loss of valuable assets, while also rendering properties uninhabitable or unusable for extended periods. This impacts not only individuals but also the local economy. Flooding can disrupt the functioning of water and wastewater systems, leading to contamination, service interruptions, and heightened health risks for the population.

Table 5-6: Critical Facilities and Facilities of Concern (100/500 Year Flood Zone)

Category	# of Facilities - Critical	# of Facilities - Concern	Potential Loss**
Government Operations	0	0	$0
Emergency Operations	0	0	$0
Recreational and Community Centers	0	0	$0
Total	**0**	**0**	**$0**

** Based on the City of Orange insured replacement values Potential loss data are estimates only, as replacement values for some facilities were not available. Actual losses may be greater than the estimate presented in this table.

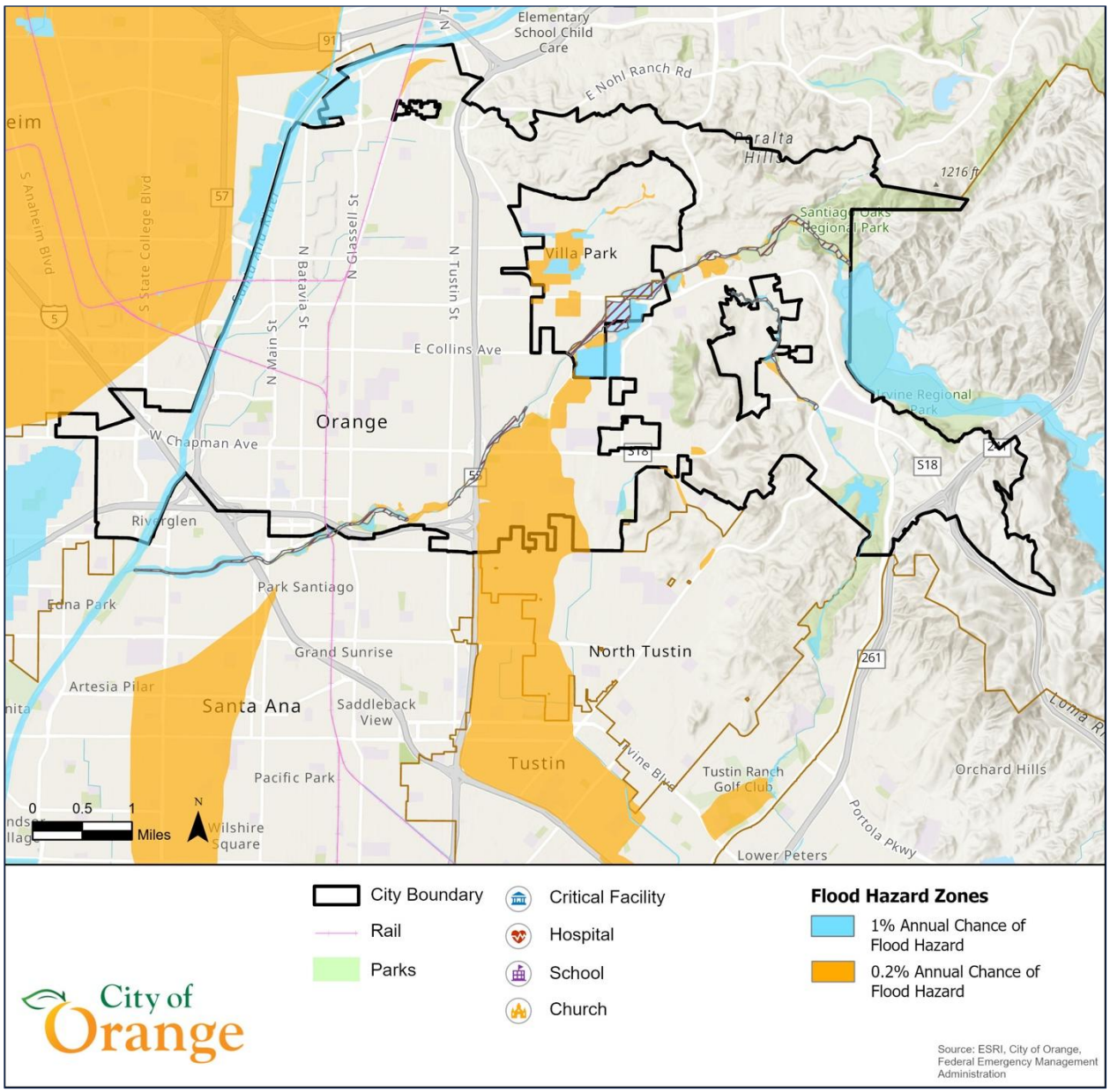


Figure 5-4: Critical Facilities and Facilities of Concern in FEMA Flood Zones

Social Threat

Floodwaters in both the 100-year zone and the 500-year zone are not anticipated to rise to a depth of more than one foot above the base flood elevation. If localized flooding was to occur, flooding of this type would likely inundate curb cuts and sidewalks to some extent. People who walk or bike as their primary form of transportation may encounter difficulties if they do not have access to an alternative means of transportation. Seniors, people with disabilities, and low-income persons are also likely to be impacted during these events.

Other Threats

Flooding may temporarily stop any type of transportation in the City. Debris from floodwaters can block roadways, hinder vehicle access, and potentially affect emergency response services. One foot of rushing water is enough to carry small vehicles, depending on the velocity. A severe flood situation may prevent people who own smaller vehicles from driving to work, leading to reduced economic activity. Severe flooding that causes serious damage to homes and businesses may also reduce economic activity until repair work is completed.

Changes in Population Patterns and Land Use and Development

It is unlikely that flooding will affect land use and development patterns in affected areas because the median income in impacted areas is higher than the City average. Additionally, the development review process ensures flood related impacts are mitigated or minimized.

Table 5-7: 100/500 Year Flood-Threatened Populations

Threatened Population Metric	Flood Hazard	City
Population	17,542	117,096
Households	4,393	44,867
Schools	5	26
Houses of Worship	4	13
Medical Centers	4	15

*Amounts are estimates based on the U.S Census only, as exact values for some statistics were not available. Actual amounts may be greater than the estimate presented in the table.

Fire

Physical Threat

Wildland Fire

Wildfires pose a significant physical threat to both city infrastructure and residential structures, especially in areas designated as High and Very High Fire Hazard Severity Zones within the Local Responsibility Area (LRA). City infrastructure such as utilities, transportation networks, and critical facilities are at risk of direct fire damage, which can disrupt essential services and hamper emergency response efforts. Residential structures, primarily homes located within these zones, face elevated risks of destruction or severe damage due to their proximity to flammable vegetation and the potential for rapid fire spread.

The threat is compounded in the Wildland Urban Interface (WUI), where homes and infrastructure are situated near or among wildland areas. In these regions, embers carried

by strong winds can ignite structures even if the main fire front is some distance away. Additionally, power lines interacting with overgrown trees can spark new fires, further endangering both public and private properties. The loss of structures not only results in significant financial costs but also impacts community safety and resilience. **Figure 5-5** shows these zones and the City's CFs and FOCs within the area. All structures within this fire zone are at an elevated risk of wildfire impacts and consist of mostly homes. **Figure 5-6** shows the Wildland Urban Interface Perimeter with Critical Infrastructure.

Table 5-8 identifies 1 CFs and 0 FOC within the wildfire hazard zone, resulting in a potential loss of approximately $3 million based on available replacement values. Additional losses associated with schools and residential structures in these areas could also occur.

While these areas have a high degree of vulnerability to wildfire, other areas of the City may also be susceptible to ember cast. These areas, typically referred to as the WUI (Wildland Urban Interface), are vulnerable if the right conditions exist. Typically, the WUI is impacted if adequate fuels are combined with dry conditions and strong winds. Sometimes, the ignition of wildfire may occur if power lines around overgrown trees cause a spark and catch the tree on fire.

Table 5-8: Critical Facilities and Facilities of Concern (Wildfire)

Category	# of Facilities - Critical	# of Facilities - Concern	Potential Loss**
Government Operations	0	0	$0
Emergency Operations	1	0	$2,914,000.00
Recreational and Community Centers	0	0	$0
Total	1	0	$2,914,000.00

*Although most of the City's infrastructure is out of the fire zone, damage to homes and businesses will occur due to a severe wildfire.

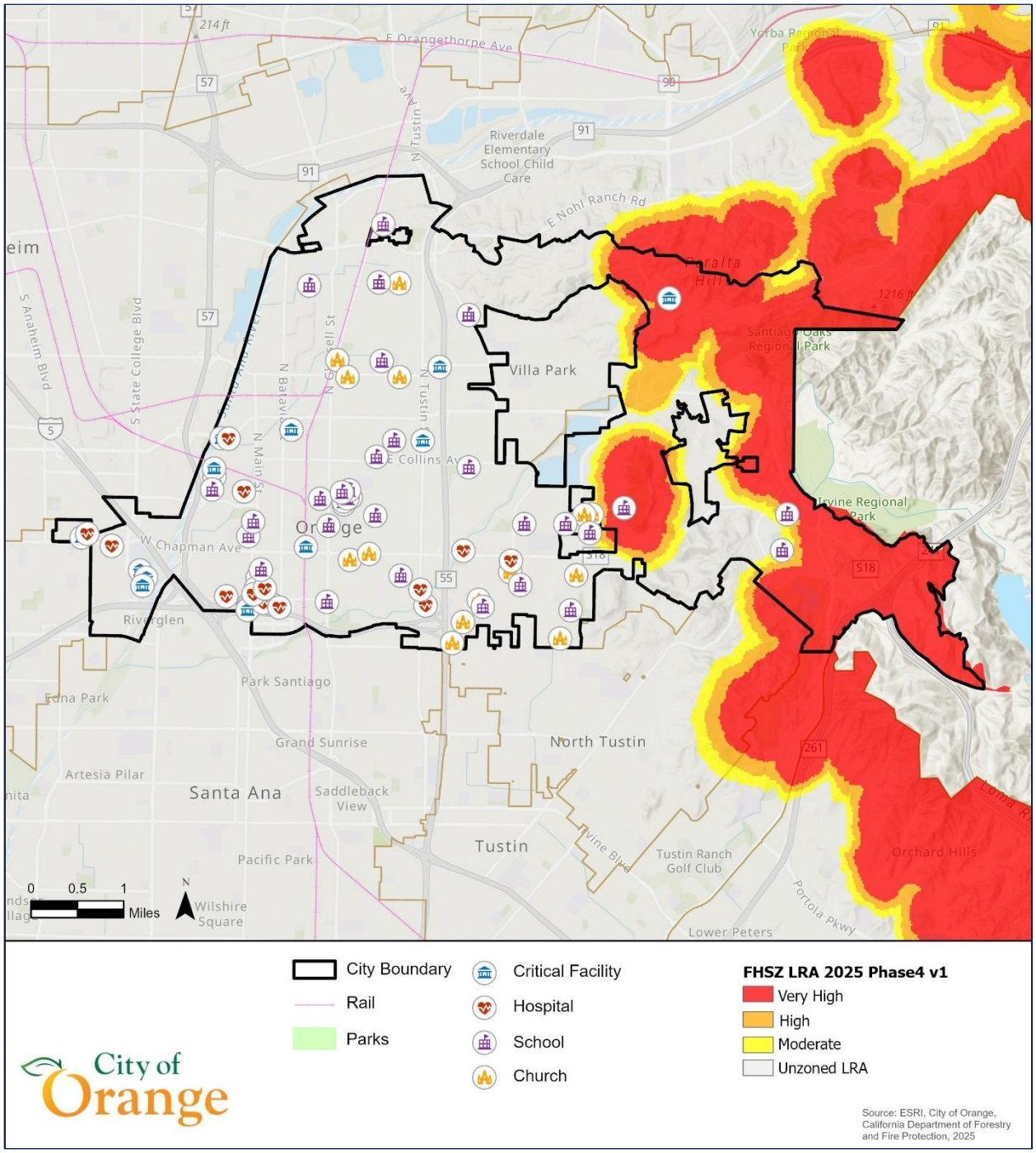


Figure 5-5: Critical Facilities and Facilities of Concern

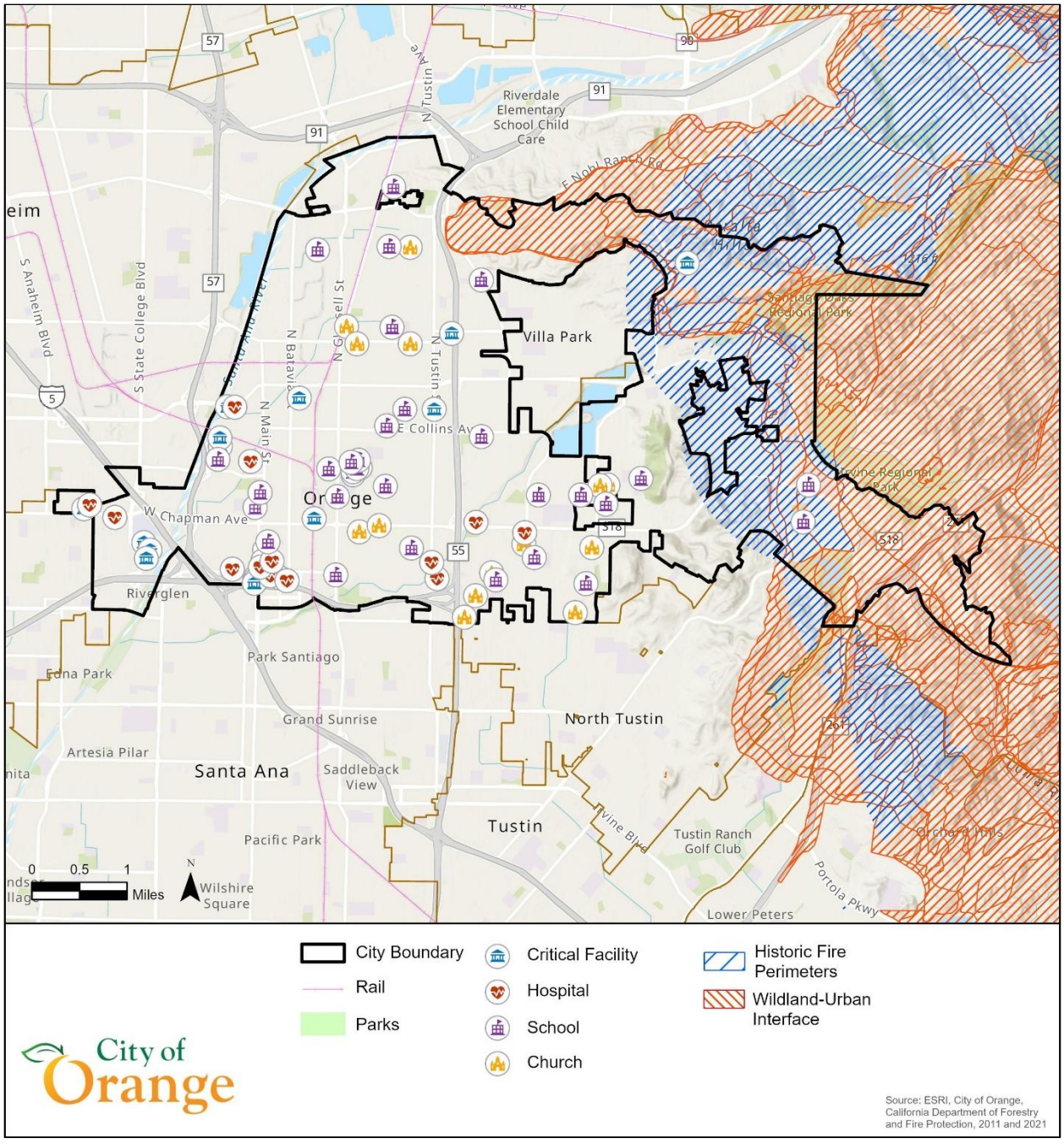


Figure 5-6: Wildland Urban Interface Perimeter with Critical Infrastructure

Urban Fire

Structures and physical assets in Orange that are not equipped with fire suppression technology or design features that mitigate fire vulnerability are at risk of fire. Generally, these buildings are older, may not be well maintained, or may not meet current code requirements and regulations. While all structures can be impacted by urban fire, older structures may have increased vulnerability to this hazard. Power lines located around overgrown trees, where the tree crown envelops part or all the power lines, are also at risk

of catching fire. When the wires overheat, they may ignite a fire in the tree, spread back to the power lines themselves, and burn the power line infrastructure. Underground utilities, like water delivery systems, residential electrical systems, or natural gas pipelines, are not threatened by the occurrence of fire since any urban fires that emerge in Orange are likely to occur on the surface.

Social Threat

A fire hazard can threaten anyone in the City, but older adults and persons with disabilities are at greater risk because they may have limited mobility and reduced environmental awareness. For example, an older adult who lives alone may not be aware that a fire has been ignited in their house until the room begins to fill with smoke or even flashover, at which point escape may be more difficult or impossible. Therefore, a fire that starts in or spreads to any older adult residence in Orange could be highly threatening to those populations. Persons with disabilities may require special mobility devices or caregiver assistance to go outside, which may not be readily available if a fire occurs. Other groups with increased threat levels include lower- income persons and renters. These persons may live in substandard housing with outdated materials known to be flammable. Renters and lower-income persons may also live in housing units with improperly designed or maintained electrical or heating systems that could lead to a fire. Additionally, these groups may not possess enough financial resources to rebuild their homes or search for new homes after a fire occurs.

Table 5-9: Fire-Threatened Populations

Threatened Population Metric	Fire Hazard	City
Population	88,000	117,096
Households	16,450	44,867
Schools	3	26
Houses of Worship	1	13
Medical Centers	0	15

*Amounts are estimates only, as exact values for some statistics were not available. Actual percentages might be greater than the estimate presented in this table.

Other Threats

Fires can consume power lines and force utility operators to shut off electrical and gas transmission activity, leading to utility outages in City homes and businesses. Any streets surrounded by blazes or blocked by burning debris would hinder transportation, prevent people from evacuating, and block emergency response crews from reaching the source of the fire. Anyone living at the end of a cul-de-sac faces an elevated threat of being trapped if the fire occurs or spreads in a way that blocks evacuation. Fires that destroy trees or vegetation (especially within parks and open space areas) could limit or prevent

the use of these areas, affecting future recreational opportunities for residents.

Outreach to residents and businesses to help them understand and prepare for these future events will become an important aspect of the City's overall hazard mitigation strategy.

Changes in Population Patterns and Land Use and Development

If a large urban fire were to occur, it is feasible that changes in population patterns could occur. Land use and development patterns could change if a large urban fire were to occur that impacted older parts of the City. After that type of event, the City would rely on a redevelopment process to determine how best to rebuild. Overall, the population pattern would change temporarily while the new structures are being rebuilt.

Landslide/Erosion

Physical Threat

The City of Orange lies in a region characterized by diverse terrain, including hills and slopes, particularly in the East of the City. Landslides in the City can destroy homes, roads, and water/wastewater infrastructure which can lead to costly repairs. **Table 5-10** displays potential losses to City infrastructure that could incur should landslides occur. **Figure 5-7** displays the CFs and FOCs within the City's landslide potential hazard zones.

Table 5-10: Critical Facilities and Facilities of Concern (Landslide)

Category	# of Facilities - Critical	# of Facilities - Concern	Potential Loss**
Government Operations	0	0	$0
Emergency Operations	1	0	$2,914,000.00
Recreational and Community Centers	0	0	$0
Total	1	0	$2,914,000.00

** Based on the City of Orange insured replacement values Potential loss data are estimates only, as replacement values for some facilities were not available. Actual losses may be greater than the estimate presented in this table.

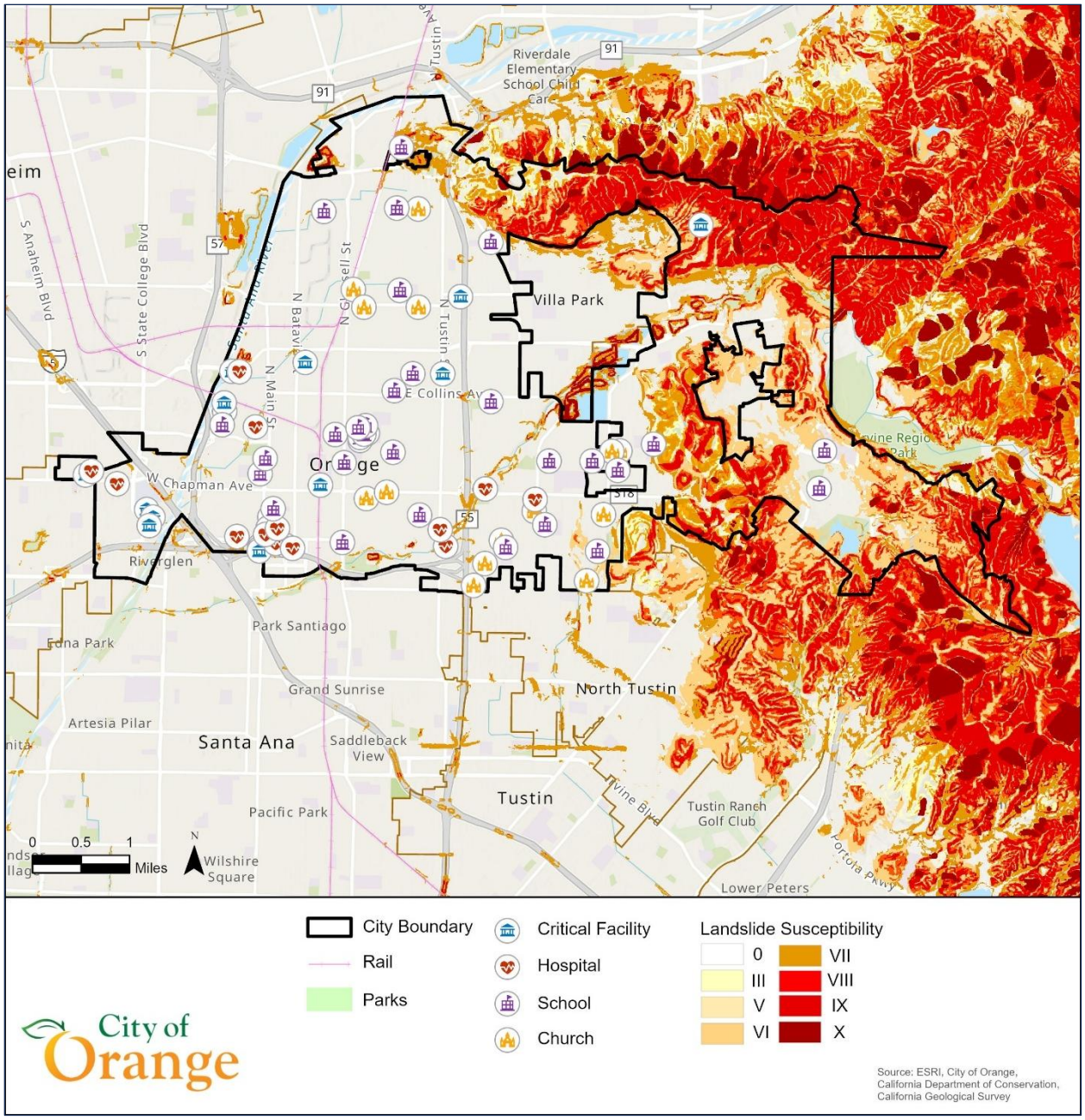


Figure 5-7: Landslide Threat Map with City infrastructure

Social Threat

The sudden nature of landslides can result in fatalities and injuries. Communities located near unstable slopes are especially vulnerable. When landslides damage homes and infrastructure, they force people to leave their homes. Displacement creates a host of challenges, including the immediate need for shelter, food, and clean water. Individuals and families may be moved to temporary housing for a long period of time. Prolonged displacement can strain community bonds and lead to social isolation, particularly for

vulnerable groups such as older adults, disabled, and children. **Table 5-11** displays the threatened populations in Orange that can be impacted by landslides.

Table 5-11: Landslide Threatened Populations

Threatened Population Metric	Population in landslide Zone	City
Population	33,700	144,388
Households	12,342	57,226
Schools	5	26
Houses of Worship	1	13
Medical Centers	0	15

*Amounts are estimates only, as exact values for some statistics were not available. Actual impacts might be greater than the estimate presented in this table.

Other Threats

While a quantitative vulnerability assessment (an assessment that describes number of lives or amount of property exposed to the hazard) has not yet been conducted for the City of Orange and/or the County of Orange, there are many qualitative factors that point to potential vulnerability.

Landslides can impact major transportation arteries, blocking residents from essential services and businesses. Past landslides have caused major property damage or significantly impacted residents. Continuing to map landslide and debris flow areas will help in preventing future loss.

Changes in Population Patterns and Land Use and Development

Landslides often render large tracts of land unsuitable for agriculture, habitation, or industrial purposes. The deposition of debris can bury fertile topsoil, while the instability of affected areas may prevent future construction or cultivation. In mountainous regions, landslide-prone slopes are frequently abandoned, reducing the availability of usable land and forcing communities to relocate or adapt. Buildings may be relocated to stable zones, and governments may enforce stricter zoning regulations that prohibit development in risky areas. Such policies, while necessary for safety, can limit economic growth and the expansion of the city.

Pandemic

Physical Threat

Public Health events will not harm buildings or infrastructure within the City. However, the regional or global nature of public health incidents might incur indirect costs through personnel death and disease, absenteeism, and reduced efficiency. Public health incidents will likely threaten the city's administrative and facilities operations, whereas automated services and infrastructure itself will not be significantly impacted.

Social Threat

Pandemics can overwhelm healthcare systems, creating shortages of medical supplies and causing significant morbidity and mortality. In addition to the physical health impacts such as respiratory distress, organ failure, and long-term complications for survivors, healthcare workers face an increased risk due to their exposure to infected individuals. Beyond these immediate health impacts, pandemics disrupt daily life, leading to school closures, business interruptions, and economic downturns. The psychological toll on individuals and communities can be profound, with increased levels of anxiety, depression, and stress. These factors contribute to changes in population, influencing migration patterns, birth rates, and mortality rates, thereby altering the demographic landscape.

Other Threats

History has shown that pandemics can lead to supply chain issues - availability for PPE and sanitary product needs (toilet paper, sanitizer, baby wipes, etc.) and proper disposal of biohazard materials.

Tree Mortality

Physical Threat

Dead or dying trees create a cascade of risks that threaten infrastructure in both urban and rural settings. Dead trees lose structural integrity, making them prone to falling, especially during high winds or storms. Falling trees and branches can damage buildings, vehicles, and power lines, creating significant repair costs and safety hazards. One of the most critical threats posed by tree mortality is to electrical and communication infrastructure. Dead trees can easily topple onto power lines, causing outages, sparking fires, or disrupting essential services. Tree roots, even after a tree has died, can pose a threat to foundations. As roots degrade, they may leave voids in the soil, causing structural shifts and compromising the stability of nearby buildings.

Social Threat

Healthy trees provide essential services such as carbon sequestration, temperature regulation, and stormwater absorption. Their loss exacerbates urban heat islands, increases air pollution, and diminishes soil stability. These impacts will affect lower income individuals and those with pre-existing health conditions.

Other Threats

Deadwood is highly flammable, increasing the risk of wildfires, particularly in regions already prone to fire outbreaks. Wildfire threatens homes, utilities, and large-scale infrastructure, often leading to massive economic losses. Repairing infrastructure damaged by tree mortality can be expensive, from clearing roadways to restoring power grids.

Changes in Population Patterns and Land Use and Development

Tree mortality is not expected to have a significant effect on population patterns or land use. Integrating tree mortality concerns into development projects can reduce risks. For example, planting resilient tree species and maintaining safe distances from power lines and buildings can enhance infrastructure protection.

Human-Caused Hazards

Physical Threat

Cyber Attack

A significant cyber event could have considerable impact on the population, built environment, lifeline infrastructure, and the economy. Most jurisdictions have several levels of security in place, dependent upon security levels of individuals and the geographical locations (onsite or remote). Many also have redundant dispatch centers with separate systems that can function if the primary center is not functioning.

Cyber-attacks can infiltrate many institutions including banking, medical, education, government, military, and communication and infrastructure systems. Most of the effective malicious cyber-activity has become web based. Recent trends indicate that hackers are targeting users to steal personal information and targeting computers to cause system failures. The duration of a cyber-attack is dependent on the complexity of the attack, how widespread it is, how quickly the attack is detected, and the resources available to aid in restoring the system. A cyber-attack could be geared toward one organization, one type of infrastructure and/or a specific geographical area. The affected area could range from small to large scale.

Hazardous Materials Release

Hazardous materials can cause damage to infrastructure and the population in Orange if they are released into the environment. Corrosive hazardous materials can damage the exteriors of buildings or structures. Flammable hazardous materials can be ignited and cause damage to nearby structures. Generally, sites closer to the origin of the release of hazardous materials are more at risk than those further away.

Power Outages

Power Outages are considered a form of lifeline system failure and could have a significant impact on the population, built environment, infrastructure, and the economy. Disruptions can be the consequence of another hazard, or can be the primary hazard, absent of an outside trigger. Orange gets its electricity from Southern California Edison, because of this, if the power grid increases in other parts of the state, it could curtail the energy available to Orange. This vulnerability is compounded by the reality that the community has become more reliant on power for gadgets and appliances to perform basic daily activities. This loss of power will not only be an inconvenience but could become a life-threatening experience. Many citizens rely on power and water infrastructure to operate medical machinery to survive (i.e., oxygen tanks, dialysis machines). There are various medical facilities that rely on these resources to maintain basic standards of care for patients.

Climate change considerations indicate that as the weather conditions change, there could be an increase in energy needs. This could be from both potential increase in heat and cold. These predicted increases will put ever greater strain on Orange's energy supply.

Terrorism

There is no way to predict which of Orange's facilities or assets may be impacted by an act of terrorism since the motivation behind the incident is often complex and not easily understood. Generally, these incidents occur at places of political, economic, or cultural importance. If the perpetrator's motives are to shut down City or regional government activity for a period, they may instead target pieces of infrastructure, like water systems, utility delivery systems, or transportation networks. The financial losses that may result from this type of incident would depend on the degree of destruction associated with the activity. If the incident involves the destruction of physical assets, the cost to the City or property owners in Orange could be significant. The City of Orange Police Department works closely with the Orange County Intelligence Assessment Center to identify and investigate any potential terrorist threat.

Social Threat

Cyber Attack

Cities like Orange are an attractive target for criminals and cyber threat actors to exploit vulnerable systems to steal critical infrastructure data and proprietary information, conduct ransomware operations, or launch destructive cyberattacks. Successful cyberattacks against cities could lead to disruption of infrastructure services, significant financial losses, exposure of citizens' private data, erosion of citizens' trust in the smart systems themselves, and physical impacts to infrastructure that could cause physical harm or loss of life. Additionally, a cyber attack that affects public safety systems may cause the public to feel unsafe and panic.

Hazardous Materials Release

The threat of a hazardous materials release event affects those closest to a source of hazardous materials, including industrial sites, gas stations, gas transmission lines, sewer mains, and transportation incidents that produce hazardous material spills. Orange residents living next to major transportation infrastructure such as highways or major roadways also face a greater risk of being affected by a hazardous materials release if vehicles transporting these materials accidentally release their contents into the environment. Groups such as the elderly, low-income, and renters face a greater risk of exposure since they may not have the financial resources necessary to retrofit their homes against infiltration by hazardous materials or relocate to a home farther from the potential sources of hazardous materials. Aerosolized hazardous material releases can cause severe health consequences for populations in and downstream from the epicenter of the release.

Power Outage/Infrastructure Failure

Power outages and infrastructure failures most immediately threaten seniors, people with disabilities, and those with home medical equipment. These groups often face the greatest threat during a power outage, during extreme heat or Public Safety Power Shutoffs. Infrastructure failures are usually short term, which most of the population can withstand. Any long term impacts may cause public concern and increase panic.

Terrorism

Since mass casualty incidents/acts of terrorism could occur anywhere in Orange, all groups are potentially threatened by the impacts of these incidents; however, the extent of the threat would depend upon the type and magnitude of the event. For example, an active shooter situation may be isolated to a single location, whereas a larger-scale incident may affect multiple locations. Some locations are more likely to be targeted than others, including but not limited to medical facilities, government buildings, financial institutions and the people frequently visiting these areas may face a greater threat than the average person. Seniors, pregnant women, and persons with disabilities, for instance, are more likely to frequently visit the local hospitals than other subpopulations in the city. If an

incident occurs at a hospital or within the community (overwhelming hospital resources), these groups are expected to face an increased impact from the incident.

Changes in Population Patterns and Land Use and Development

The hazards identified under human-caused hazards will not affect population patterns or land use and development, as no connection can be drawn between these hazards and changes in population patterns or land use and development.

It is not anticipated that population patterns will change over the next 20 years. A change in population pattern would only occur if a hazardous materials release was severe enough to require people to move for a prolonged period of time due to soil contamination.

Infrastructure Failure (Building Collapse/Water System Failure)

Physical Threat

The impacts of a building collapse can be substantial, including monetary losses for property owners, the private sector, and the public. Insurance deductibles and uninsured losses could result in millions of dollars in damages, with the burden potentially falling on taxpayers if property owners are unable to cover debris removal and disposal costs. Older structures are generally at higher risk of structural failure, highlighting the vulnerability of aging infrastructure within the city.

The direct and indirect effects of water systems failure are difficult to quantify. The loss of water utility, for example, does negatively affect businesses, homes, and critical facilities – with serious consequences from long-term outages. Hotels and restaurants, for example, may have to provide bottled water for guests and diners in the event of a water utility failure, and this can be extremely costly.

The vulnerability of this hazard creates challenges for residents and businesses in the form of water advisories in the event of water pressure losses.

Social Threat

Infrastructure failure can have far-reaching impacts on the community. When essential services like water supply are disrupted, residents may face significant challenges in maintaining daily routines, accessing clean water, and ensuring personal hygiene. Vulnerable populations, such as the elderly and those with medical conditions, are particularly at risk during prolonged outages. Additionally, the stress and uncertainty caused by service interruptions can erode public trust and increase anxiety among residents, affecting overall community well-being.

Businesses, schools, and healthcare facilities also suffer, as they rely on consistent infrastructure to operate safely and efficiently. Water advisories and restrictions can disrupt local economies and force temporary closures, leading to loss of income and employment. In severe cases, extended infrastructure failure may result in population displacement if living conditions become untenable, further straining social networks and increasing demand on emergency services.

Changes in Population Patterns and Land Use and Development

Infrastructure failure is not expected to have any impact on population patterns and land use and development. Most are short term system disruptions. If a building collapse were to occur, other development will take its place.

SECTION 6: CAPABILITY ASSESSMENT

A capability assessment was conducted of the City's authorities, policies, programs, and resources that can help to implement mitigation activities. From the assessment, goals, and mitigation actions were developed to lessen the effects of the identified hazards. The planning team also developed a plan to prioritize, implement, and administer the mitigation actions to reduce risk to existing buildings and new development.

6.1 Existing Authorities, Policies, Programs, and Resources

An assessment of authorities, policies and programs, and resources was conducted to identify capabilities that reduce vulnerability to hazards. The capabilities include authorities and policies, such as legal and regulatory resources, fiscal resources, and staff (e.g., technical personnel such as planners/engineers with knowledge of land development and land management practices, engineers trained in construction practices related to building and infrastructure, planners and engineers with an understanding of natural or human-caused hazards, floodplain managers, surveyors, personnel with GIS skills, and staff with expertise of the hazards in the planning area). The planning team also considered ways to expand on and improve these existing policies and programs to integrate hazard mitigation into the day-to-day activities and programs of the City. **Tables 6-1**, **6-2, 6-3**, and **6-4** summarize the existing authorities, policies, programs, and resources to implement mitigation activities.

6.1.1 Planning and Regulatory Capabilities

Planning and regulatory capabilities include local ordinances, policies, and laws to manage growth and development. Examples include land use plans, capital improvement plans, transportation plans, emergency preparedness and response plans, building codes, and zoning ordinances. These capabilities may be used to inform and support mitigation planning or may be modified as mitigation action. **Table 6-1** lists City planning and regulatory capabilities. Under the Description column is an explanation of the City's ability to use the LHMP to expand on and improve these existing policies and programs.

Table 6-1: Local Planning and Regulatory Capabilities		
Name/Version Date	**Hazards Addressed**	**Description (Effect on Hazard Mitigation)**
Zoning Code	Earthquake	The Zoning Code is the main tool to implement the City's General Plan. It sets land use regulations and the zoning map for the city. Expansion and Improvement: Mitigation actions outlined in this Plan can be adopted in the form of land use/development regulations.
Building Code/Fire Code	Earthquake/ Fire	International Building Code, International Fire Code. Expansion and Improvement: Mitigation actions outlined in this Plan can be adopted in the form of new building codes and regulations
Floodplain Management	Flooding	In City of Orange, the Special Flood Hazard Areas are in the vicinity of Santa Ana River, Santiago Creek, and Handy Creek. City of Orange Municipal Code Chapter 15.60 establishes the code and regulations regarding floodplain management within the City. Expansion and Improvement: Mitigation actions outlined in this Plan can be adopted in the form of new codes and regulations related to building in floodplain locations.
Planning Commission		The Planning Commission meets twice per month to review and decide on planning and development matters in Orange. Expansion and Improvement: The Planning Commission can ensure a periodic review of the city's Hazard Mitigation Plan.
Orange Adopted Budget (2024-2025)	All	The Orange City Council approved the City's Fiscal Year 2024-2025 budget on June 25, 2024. The General Fund budget consists of $145.2 million in revenues excluding transfers, and $156.2 million in expenditures. Expansion and Improvement: Future budget will include hazard mitigation projects as part of the general fund budget.

Table 6-1: Local Planning and Regulatory Capabilities		
Name/Version Date	**Hazards Addressed**	**Description (Effect on Hazard Mitigation)**
Orange County Essential Facilities Risk Assessment Project Report April, 2009	All	Provides risk assessment on six natural hazards and Hazus estimated impacts on Orange County for two Earthquake Scenarios. Expansion and Improvement: Ensure all City plans align with the report.
Capital Improvement Program (2025-2028)	All	A compilation of infrastructure and major maintenance projects designed to expand, enhance and/or preserve the foundation of this great City. Expansion and Improvement: Future iterations of the CIP will incorporate hazard mitigation activities.
Capital Improvement Program Water System	Earthquake, Drought,	A compilation of infrastructure and major maintenance projects designed to expand, enhance, and preserve the water system. Expansion and Improvement: Future iterations of the plan will ensure projects align with the hazard mitigation activities.
2025-2030 Citywide Strategic Plan	Flooding, earthquake, Fire	To provide Orange a five-year economic development strategic plan that guides priorities, policies, programs, and services. Expansion and Improvement: Future iterations of the Strategic Plan will incorporate hazard mitigation activities.
Orange 2010 General Plan	All	Established a long-term vision for growth and change through the year 2030. This “blueprint” for our City specifies goals, policies, and measures to help influence physical growth and change in ways that protect our citizen’s quality of life. Expansion and Improvement: Future iterations of the General Plan will incorporate hazard mitigation activities.
Orange General Plan Safety Element	Natural Hazards	Addresses these safety issues, with emphasis on the naturally occurring conditions that pose a hazard to Orange, and provides goals, policies, and programs aimed at reducing the City’s risk from these hazards. Expansion and Improvement: Align the LHMP with the future iteration of the Safety Element.

Table 6-1: Local Planning and Regulatory Capabilities		
Name/Version Date	**Hazards Addressed**	**Description (Effect on Hazard Mitigation)**
Orange Code of Ordinances	Multiple	Local laws enacted by Orange, created to address matters of local concern that are not covered by state or federal laws. Expansion and Improvement: Ensure ordinances align with industry standards and look at the implications of adding additional restrictions that improve mitigation City wide.
City Urban Water Management Plan (2020)	Drought, Climate Change	The UWMP provides urban water suppliers (including the City) with a planning document for long-term resource planning to ensure adequate water supplies are available to meet existing and future water supply needs. In addition, the UMWP incorporates water supply reliability determinations resulting from potentially prolonged drought, regulatory revisions, and/or changing climatic conditions. Expansion and Improvement: The UWMP and LHMP will be aligned in describing and developing mitigation actions to address climate change and drought. Water demand reduction strategies contained in the UWMP should be considered for inclusion as mitigation activities in the LHMP.

6.1.2 Administrative and Technical Capabilities

Administrative and technical capabilities include community (including public and private) staff and their skills and tools that can be used for mitigation planning and implementation. This capability includes engineers, planners, emergency managers, GIS analysts, building inspectors, grant writers, and floodplain managers. Some communities may rely on other government entities such as counties or special City's for resources. These capabilities may be used when planning mitigation activities to support project feasibility studies, designs, estimates, and construction.

Table 6-2: Administrative and Technical Capabilities

Resource Name	Lead Department	Description (Effect on Hazard Mitigation)
Communications	City Manager's Office	The City's Public Information Office provides outreach and information to the public, creative services to all internal departments, and videography for the City; also handles all website administration. Expansion and Improvement: Strengthen ties with community organizations and businesses to ensure key content and information is timely and relevant. Create additional communications platforms to ensure information and content reaches community members.
City Clerk's Office	City Manager's Office	The City Clerk supervises and coordinates City elections; serves as Filing Officer for City appeals as designated by various sections of the Orange Municipal Code; prepares and updates the City's Conflict of Interest Code, and serves as Filing Officer for the Fair Political Practices Commission; receives and opens all sealed bids and formally releases bid bonds; receives, processes and maintains claims, public record requests, special event applications, summonses and complaints; assists the public and City staff by providing information and research assistance; and directs the retention and destruction of official records in accordance with applicable laws and regulations. Expansion and Improvement: Prioritize new initiatives that support mitigation activities within the City.

Table 6-2: Administrative and Technical Capabilities		
Resource Name	**Lead Department**	**Description (Effect on Hazard Mitigation)**
Engineering	Public Works	The department is charged with overseeing, planning, designing, and implementation of infrastructure projects. Some of the department's functions include: Act as the lead agency for construction and public works contracts within the Right-of- Way. Program, plan, design and administer the construction of the annual Capital Improvement Program. Issue encroachment and traffic control permits for any work within the Right-of-Way. Inspect construction within the Right-of-Way to verify conformance with the permit conditions and compliance with the latest City codes. Review all proposed residential, commercial and industrial development projects and provide engineering input as well as conditions of approval for proposed projects. Plan check all development plans including those that impact other department functions. Manage the NPDES program activities, such as business inspection, construction site inspection, public education, and outreach, etc. Manage traffic engineering and transportation planning activities. Provide support for other departments working within the Right-of-Way. Expansion and Improvement: Work with Engineering to identify soft structures within the City boundary and develop mitigation strategies to make improvements.
Public Works	Public Works	The City of Orange Public Works Department is responsible for maintaining and improving the City's vital infrastructure, including streets, sidewalks, parks, landscaping, sewers, storm drains, and public facilities. Expansion and Improvement: Improve the understanding of the role that daily activities play in hazard mitigation. Develop hazard mitigation projects that aid in mitigation.

Table 6-2: Administrative and Technical Capabilities		
Resource Name	**Lead Department**	**Description (Effect on Hazard Mitigation)**
Water Division	Public Works	The City of Orange Public Works Department is responsible for maintaining and improving the City's potable water distribution system. Expansion and Improvement: Ensure the integration of water infrastructure into the LHMP. Develop hazard mitigation projects that aid in mitigation of water infrastructure.
Information Technology	Information Technology	The role of the IT Department is to support the operational departments with reliable systems and information on a daily basis. The most critical support required of IT being network, communications and applications support. The IT department provides short- and long-term direction in planning, researching, selecting and deploying future technologies. IT strives to accommodate improved business process automation, self-service and quality customer service through a variety of hardware and software solutions. Expansion and Improvement: Increase system redundancy and resiliency through improvements to technologies and connectivity.
Public Safety	Police Department	Orange Police Department is tasked with protecting life and property while preserving peace. This department is responsible for conducting public safety activities, investigating criminal activity, and directing traffic. Expansion and Improvement: Provide training to Officers to better enable them to see potential hazards and take action to report them.
Emergency Management	Fire	Develops, coordinates, and manages programs that prevent, prepare for, respond to, recover from, and mitigate natural and human-caused disasters and emergencies. Expansion and Improvement: Increase coordination and collaboration with other City departments, especially during annual budgeting.

Table 6-2: Administrative and Technical Capabilities		
Resource Name	**Lead Department**	**Description (Effect on Hazard Mitigation)**
Fire Department	Fire	The Orange Fire Department provides fire protection and emergency medical services for the city. Expansion and Improvement: Proactively identify opportunities to coordinate and collaborate with neighboring jurisdictions to increase City and region-wide capabilities.
Housing	Community Development	The Community Development administers funds the City receives from the United States Department of Housing and Urban Development (HUD). These funds are authorized under HUD's Community Development Block Grant (CDBG) program and used to benefit low- and moderate-income families and aid in the rehabilitation and development of blighted areas within the City. Expansion and Improvement: Integrate mitigation actions and strategies into low- and moderate-income areas to reduce blight and potentially spur further investment.
Planning	Community Development	The Community Development Department plays a critical role in achieving the City Council's goals and objectives related to land use, urban design, and the quality and sustainability of the built environment. Expansion and Improvement: Provide opportunities for continued education to Community Development staff to maintain state-of-the-art knowledge of new code and regulatory requirements.
Building	Community Development	The Community Development Department provides professional plan review and inspection services to ensure buildings and projects are built and developed in compliance with all applicable municipal and state code requirements. Expansion and Improvement: Provide opportunities for continued education to Community Development staff to maintain state-of-the-art knowledge of new code and regulatory requirements.

Table 6-2: Administrative and Technical Capabilities		
Resource Name	**Lead Department**	**Description (Effect on Hazard Mitigation)**
Financial Services	Finance	The Finance Department is tasked with maintaining reliable accounting records, payment of approved demands against the City treasury, financial statement reporting, preparation of the annual budget, prudent fiscal planning, payroll processing and debt administration. Expansion and Improvement: Assist with key mitigation activities associated with cost tracking hazard events and disasters, identifying grant funding opportunities, grant reporting and administration, and establishing financial risk calculations that can help assist with budgeting of operations, maintenance, and capital improvements.
Human Resources	Human Resources	The Human Resources Department plans, coordinates and administers a comprehensive human resources management program for the City of Orange and its employees. This includes the recruitment and retention of highly qualified employees, maintenance of a competitive employee compensation program, implementation and use of current technology for the City's human resources, organizational and employee development, and employee/labor relations. Identifies, evaluates and manages the City's risk and liability programs. This includes claims administration, the maintenance of liability/insurance coverage as well as the compliance with governmental regulation. In addition, the department administers the City's workers' compensation and employee safety programs. Expansion and Improvement: Increase knowledge and information through better data collection and tracking.
City Attorney	City Manager's Office	Reviews and approves resolutions and ordinances. Expansion and Improvement: Provide opportunities for the City Attorney to review updates to regulatory information to provide expert review of City resolutions and ordinances that may address hazard mitigation

Table 6-2: Administrative and Technical Capabilities		
Resource Name	**Lead Department**	**Description (Effect on Hazard Mitigation)**
GIS	Public Works	Provides complex mapping and data management of City facilities, land use, and potential hazards. Supports visualization of complex data sets using geo-location and data correlation. Expansion and Improvement: Acquire and conduct training for GIS technicians on the latest versions of ArcGIS.

Financial Capabilities

Financial capabilities include grants, general funds, property sales, income taxes, development impact fees, or stormwater utility fees. Based on procedures for each resource, these financial resources may be used to support mitigation activities.

Table 6-3: Financial Capabilities

Resource Name	Administrator	Description (Effect on Hazard Mitigation)
General Fund	Department Specific	Program operations and specific projects. Consists of property tax, sales tax, transient occupancy tax, and franchise tax that can be used for general purposes. Expansion and Improvement: Hazard mitigation projects may be considered during the annual budgeting process for funding from the general fund.
Utility Fees	Public Works	Revenue from potable water sales is regularly used to fund mitigation activities to water infrastructure. Expansion and Improvement: Continue to use revenue generated from potable water sales on mitigation activities.
Hazard Mitigation Grant Program (HMPG)	Emergency Management	Provides support for pre-and post-disaster mitigation plans and projects. Expansion and Improvement: Train staff on notice of intent (NOI) procedures and track opportunities on the Cal OES mitigation website to initiate applications for grant funding.
Flood Mitigation Assistance grant program (FMA)	Grant Funding	Mitigates structures and infrastructure that have been repetitively flooded. Expansion and Improvement: Train staff on notice of intent (NOI) procedures and track opportunities on the Cal OES mitigation website to initiate applications for grant funding.

Education and Outreach Capabilities

These capabilities include fire safety programs, hazard awareness campaigns, and public information or communications offices. Education and outreach capabilities can be used to inform the public on current and potential mitigation activities.

Table 6-4: Education and Outreach Capabilities

Resource Name	City Leads	Description (Effect on Hazard Mitigation)
Public Information Officer	City Manager's Office, Various Departments	Develops and delivers outreach and engagement programs that promote hazard awareness. Expansion and Improvement: Provide additional information to the community about hazard mitigation activities.
City Web Sites **https://www.cityoforange.org/home**	Various Departments	Provides easily accessed information about the City. Used for LHMP public outreach and engagement. Expansion and Improvement: Use the City website to provide additional information to the community about hazard mitigation activities.
City Social Media Accounts **https://www.facebook.com/cityoforange** **https://www.instagram.com/cityoforange_ca/** **https://www.linkedin.com/company/city-of-orange/** **https://www.x.com/cityoforangeCA** **https://www.facebook.com/orangecityfiredept** **https://www.instagram.com/cityoforangepd/**	Various Department	Provides easily accessed information about the City. Used for LHMP public outreach and engagement. Expansion and Improvement: Use the City social media platforms to provide additional information to the community about hazard mitigation activities.

6.2 National Flood Insurance Program Participation

The City of Orange adopted the Model Floodplain Management Ordinance within the City in order to maintain eligibility within the National Flood Insurance Program (NFIP). **Table 6-5** contains information from the FEMA Community Status Book Report for communities participating in the NFIP.

Table 6-5: NFIP Participation Information for the City of Orange

CID	Community Name	County	Initial FHBM Identified	Initial FIRM Identified	Current Eff Map	Date Reg-Emer Date
060228	City of Orange	Orange County	03/28/1978	09/30/82	12/03/09	05/01/1987

Since 1968 the NFIP has provided federally funded flood insurance to homeowners, renters, and businesses in communities that adopt and enforce floodplain management ordinances to reduce future flood damage. The adoption of Orange Municipal Code Chapter 15.60 allows residents of the City to remain eligible to purchase flood insurance through the National Flood Insurance Program. The Ordinance meets the minimum standards set forth in Title 44, Section 60.3 of the Code of Federal Regulations. The City of Orange participates in the Community Rating System. The City does not have any repetitive flood loss structures or severe repetitive loss structures

The Floodplain Management Ordinance's effect is limited to requiring that any new construction or substantial improvement to existing structures will have to comply with the standards of construction identified in the Ordinance. The City's continued involvement in NFIP supports this plan. Currently, the City of Orange implements a floodplain management program designed to protect the people and property of the City and implements activities such as public information and outreach activities, mapping and regulatory activities, and flood damage reduction activities. The floodplain administrator, City Manager, or designee shall obtain, review, and reasonably utilize any base flood data available from federal or state agencies or other source to identify flood-prone areas within the boundaries of the city.

Post incident, the Floodplain Administrator oversees local floodplain ordinances and will implement any substantial improvements/substantial damage provisions of their floodplain management regulations according to the Orange Municipal Code Chapter 15.60.050.

SECTION 7: MITIGATION STRATEGY

Federal regulations require local mitigation plans to identify goals for reducing long-term vulnerabilities to the identified hazards in the planning area (Section 201.6(c)(3)(i)).

A hazard mitigation plan's primary focus is the mitigation strategy. It represents the efforts selected by the City to reduce or prevent losses resulting from the hazards identified in the risk assessment. The strategy includes mitigation actions and projects to address the risk and vulnerabilities discovered in the risk assessment. The mitigation strategy consists of the following steps:

- Identify and profile hazards and risk within the City
- Identify projects and activities that can prevent or mitigate damage and injury to the population and buildings
- Develop a mitigation strategy to implement the mitigation actions
- Develop an action plan to prioritize, implement, and administer the mitigation actions
- Implement the LHMP mitigation action plan

7.1 Hazard Mitigation Statement

The 2025 LHMP represents the City's commitment to create a safer, more resilient community by taking actions to reduce risk and by committing resources to lessen the effects of hazards on the people and property of the city.

7.2 Hazard Mitigation Goals and Objectives

Mitigation goals are guidelines that represent what the community wants to accomplish through the mitigation plan. Goals are broad statements that represent a long-term, community-wide vision. The planning team reviewed the goals and objectives from the previous LHMP and determined which goals best met the City's objectives for future mitigation. In addition to the overarching hazard mitigation goals, the City worked to develop the strategies aligned with the CIP and other planning mechanisms that relate to hazard mitigation. The 2025 LHMP was revised to focus on the communities' future priorities as they relate to Climate Change, Wild/Urban Fire, and their commitment to involving vulnerable populations to the planning process. **Table 7-1** lists the goals for the 2025 LHMP.

Table 7-1: Hazard Mitigation Goals
2025 Goals
Goal 1: Protect life and property, and reduce potential injuries from natural, technological, and human-caused hazards
Goal 2: Improve public understanding, support of, and need for hazard mitigation measures
Goal 3: Promote disaster resilience for the City's natural, existing, and future built environment
Goal 4: Strengthen partnerships and collaboration to implement hazard mitigation activities
Goal 5: Enhance the City's ability to effectively and immediately respond to disasters

7.3 Mitigation Actions/Projects and Implementation Strategy

Mitigation actions are specific activities or projects that serve to meet the goals that the community has identified. Mitigation actions and projects are more specific than goals or objectives and often include a mechanism, such as an assigned timeframe, to measure the success and ensure the actions are accomplished. The planning team conducted a review of the mitigation actions and strategies from the State Hazard Mitigation Plan and from other planning efforts to develop new mitigation actions and projects to reduce the effects of hazards, with emphasis on new and existing buildings and infrastructure.

The City developed and prioritized new mitigation projects, and included them in the action plan discussed below in **Table 7-4**. The mitigation action plan developed by the planning team includes the action items that the City intends to implement during the next five years, assuming funding availability. The action plan includes the implementing department, an estimate of the timeline for implementation, and potential funding sources.

7.4 Previous Mitigation Actions/Projects Assessment

The 2016 LHMP contained 43 mitigations actions. Many of the mitigation actions were completed or carried out to some degree or are considered ongoing. Some of the mitigation actions were duplicative, others were better categorized as emergency preparedness or recovery activities, and others were either not addressed during the time period or were not feasible to accomplish. **Table 7-2** provides the status of mitigation actions from the 2016 LHMP.

Table 7-2: 2016 Hazard Mitigation Plan Mitigation Action Status		
#	**Mitigation Action**	**Status (Complete, Ongoing, Planned, Remove)**
1	Develop a strategy to effectively alert, warn, and make notifications to all community members in the event of an imminent threat or a need to evacuate. This strategy should include distribution of notices and "canned messages" through multiple methods (television, phone, radio, mobile device, door-to-door notifications, etc.) and in all languages widely spoken in the community and for people with disabilities and access and functional needs.	Remove
2	Distribute information about ways to reduce the threat of hazards to all community members through mailings, printed notifications, television and digital devices, and in-person events and workshops. All information should be in multiple languages, culturally appropriate, and for people with disabilities and access and functional needs	Remove (Combined with #14 and added to 2025 Mitigation Actions)
3	Incorporate all hazards identified in the Local Hazard Mitigation Plan into all City emergency response planning efforts and programs.	Ongoing (Added to 2025 Mitigation Actions)
4	Identify and implement needed infrastructure and program-level actions to maintain City services to community members during emergency situations.	Remove
5	Work with regional utility companies and service agencies, including electricity and natural gas providers, telecommunication providers, and transit agencies, to determine approximate time frames for service interruptions, develop appropriate stopgap measures, and establish emergency activities to provide public safety through the restoration process	On-going (Added to 2025 Mitigation Actions)
6	In coordination with state and regional agencies and other key stakeholders, conduct disaster training and exercises of increasing complexity.	Remove
7	Ensure General Plan updates and incorporates hazards information provided in this Local Hazard Mitigation Plan and a policy framework consistent with the actions in this Local Hazard Mitigation Plan. Consider adopting the LHMP into the Safety Element of the General Plan.	On-going (Added to 2025 Mitigation Actions)
8	Coordinate and participate with local, regional, and state agencies to monitor potential changes in the severity, duration, and affected areas of all hazards, and evaluate the possibility for additional hazards to become a threat. In particular, monitor the effects that climate change may have on future hazards.	On-going (Added to 2025 Mitigation Actions)

Table 7-2: 2016 Hazard Mitigation Plan Mitigation Action Status		
#	Mitigation Action	Status (Complete, Ongoing, Planned, Remove)
9	Invest in energy efficiency upgrades, energy conservation programs, renewable energy facilities, and innovative energy technologies such as microgrids to ensure government facilities are operational during extreme events. Critical facilities and facilities identified as cooling centers should be prioritized.	On-going (Added to 2025 Mitigation Actions)
10	Identify seismically vulnerable municipally owned facilities and identify potential funding sources to conduct seismic retrofits in public buildings.	On-going (Added to 2025 Mitigation Actions)
11	Inventory the unreinforced masonry, soft story, and other seismically vulnerable private buildings in the city. Advise the owners of potential means of pursuing solutions to assist with seismic retrofits.	Removed
12	New development will be required to abide by the most recently adopted City and state seismic and geotechnical requirements. All older buildings, particularly unreinforced masonry buildings, and buildings located near the Peralta Hills and El Modena Faults should be reinforced and strengthened to prevent damage to structures and loss of life in the event of an earthquake.	Remove
13	Contact utility companies and districts to obtain information regarding seismic evaluations of utility infrastructure, including power lines, water pipelines, sewer lines, freeways and key surface streets, and natural gas pipelines, in coordination with utility companies and appropriate agencies. Advise utility companies and districts of potential means of pursuing solutions to assist with seismic retrofits.	Remove
14	Continue to provide public education programs regarding geologic and seismic hazards and continue to cooperate with surrounding cities, regional, state, and federal government in programs designed to implement the most strategic and efficient actions to mitigate such hazards.	On-going (Added to 2025 Mitigation Actions)
15	Require liquefaction assessment studies and implementation of mitigation measures for qualifying projects. Potential mitigation measures include soil densification or compaction, displacement or compaction grouting, post-tensioned slab foundations, piles, or caissons.	Ongoing (Added to 2025 Mitigation Actions)
16	Identify critical facilities and key pieces of infrastructure that are at an elevated risk of liquefaction and conduct retrofits to reduce vulnerability.	Remove

Table 7-2: 2016 Hazard Mitigation Plan Mitigation Action Status		
#	**Mitigation Action**	**Status (Complete, Ongoing, Planned, Remove)**
17	Continue to educate the public and provide up-to-date maps delineating areas that could face fire hazards.	Remove (Combined with #14 and added to 2025 Mitigation Actions)
18	Regulate structural development within or adjacent to wildland to ensure best building practices to create fire resistive communities	Ongoing (Added to 2025 Mitigation Actions)
19	Designate selected City and community facilities as cooling centers, ensuring that all residents have easy access to a cooling center, including those with limited mobility. Set a temperature trigger to open the cooling centers and distribute information about cooling center availability through multiple media forms.	Completed
20	Provide training to outdoor City workers, including landscaping, recreation, and construction staff, about the risks posed by extreme heat and ways to reduce vulnerability. Work with local businesses and community groups to encourage similar training in the private sector.	Remove
21	Identify and pursue alternative water sources to supplement imported Colorado River and State Water Project deliveries.	On-Going (Added to 2025 Mitigation Actions)
22	Explore constructing additional water storage facilities and additional emergency connections to supplement water supplies during drought conditions or short-term shortages.	On-Going (Added to 2025 Mitigation Actions)
23	Develop and implement long-term strategies to reduce community water use, including mandatory use of drought-tolerant plants in new or replacement landscapes, and requirements to install water fixtures in new buildings that exceed minimum code requirements.	On-Going (Added to 2025 Mitigation Actions)
24	Educate community residents and businesses about available rebates for water-efficient and water-conserving equipment.	On-Going (Added to 2025 Mitigation Actions)
25	Consider implementing additional mandatory restrictions on water use during drought conditions.	Remove
26	Install drought-tolerant or artificial turf at City parks as feasible.	On-going (Added to 2025 Mitigation Actions)

Table 7-2: 2016 Hazard Mitigation Plan Mitigation Action Status		
#	Mitigation Action	Status (Complete, Ongoing, Planned, Remove)
27	When conducting water supply analyses for future Urban Water Management Plans, use more severe/long-lasting drought scenarios.	On-Going (Added to 2025 Mitigation Actions)
28	Design future critical infrastructure to withstand wind events beyond minimum code standards.	Remove
29	Monitor trees and other vegetation near power lines, and promptly inform Utilities and/or Public Works of the need for any tree trimming.	Remove
30	Develop and maintain protocols to ensure that City staff and emergency responders are notified as soon as possible following a hazardous materials release, or if an emergency situation (e.g., a flood) may result in a hazardous materials release.	Complete
31	Require all new development to abide by the most recently adopted City and state seismic and geotechnical requirements.	Ongoing (Added to 2025 Mitigation Actions)
32	Provide public education programs regarding geologic threats and hazards.	Removed (Combined with #14 and added to 2025 Mitigation Actions)
33	Continue to cooperate with surrounding cities, regional, state, and federal government in programs designed to implement the most strategic and efficient actions to mitigate landslide, expansive soil, and erosion hazards.	Ongoing (Added to 2025 Mitigation Actions)
34	Evaluate the effectiveness of City-owned stormwater drainage and pipeline systems, and conduct improvements as needed.	On-Going (Added to 2025 Mitigation Actions)
35	In coordination with utility companies and state and regional agencies, conduct a flood resiliency analysis of critical facilities and key utility and transportation infrastructure. Identify actions to reduce vulnerability and pursue funding to carry out improvements.	Remove
36	Supplement existing drainage systems with low-impact development features as feasible such as promoting developments that incorporate permeable surfaces within site design	Remove
37	Support the use of low-impact development features in new projects, including as a condition of approval for major developments.	Ongoing (Added to 2025 Mitigation Actions)

Table 7-2: 2016 Hazard Mitigation Plan Mitigation Action Status		
#	Mitigation Action	Status (Complete, Ongoing, Planned, Remove)
38	Investigate the City's ability to continue to participate in the National Flood Insurance Program's Community Rating System to reduce local insurance premiums and further mitigate flood impacts.	Remove
39	Develop critical public and private facilities such as medical, educational, and civic facilities to be located outside of flood zones.	Ongoing (Added to 2025 Mitigation Actions)
40	Develop and offer educational programs for the public and City staff regarding flood hazards.	Remove
41	Develop an outreach campaign for residents regarding the upgrades to Prado Dam, and potential flooding impacts in the city associated with Santiago and/or Villa Park dam failures.	Remove
42	Coordinate with the Orange County Public Health Services, Orange County Vector Control District, and local medical care providers to distribute information about ways to reduce the risks associated with diseases of concern, including influenza and West Nile virus.	Remove
43	Identify areas of poor drainage or other areas with consistently stagnant water and address through new or retrofitted drainage infrastructure.	Remove

7.4.1 New Mitigation Actions

Mitigation actions are specific activities or projects that serve to meet the goals that the community has identified. Mitigation actions and projects are more specific than goals or objectives and often include a mechanism, such as an assigned time period, to measure the success and ensure the actions are accomplished. The planning team conducted a review of the mitigation actions and strategies from the 2016 LHMP. With information from the risk assessment, capability assessment, and status of the actions implemented since the 2016 LHMP, the planning team developed 32 new ongoing mitigation actions and projects to reduce the effects of hazards, with emphasis on new and existing buildings and infrastructure. Those actions that were carried over from the 2016 LHMP, were incorporated into similar actions.

Table 7-3 lists potential mitigation actions developed by the planning team. Mitigation Actions that were chosen were excluded from Table 7-3 and incorporated into **Table 7-4**.

Table 7-3: Potential Mitigation Actions 2025					
Goal	**Action Item #**	**Action Description**	**Mitigation Type**	**Related Hazards**	**Implementing Organizations**
Goal 1: Protect life, property, and reduce potential injuries from natural caused hazards	1.1	Assess and implement flexible piping joints at above-ground storage reservoirs as appropriate	Prevention	Seismic	Operations
	1.2	Continue to identify and ensure that pipe specifications are compatible with engineering and earthquake specifications	Prevention	Seismic	Operations
	1.3	Identify funding and acquire a mobile command and communications vehicle	Response	All	Operations
	1.4	Continue to include back-up power	Preparedness	Loss of Power/ PSPS	Operations

7.4.2 Mitigation Action Plan

The action plan developed by the planning team includes the action items that the City intends to implement during the next five years, assuming funding availability. The action plan, shown in **Table 7-4,** includes the implementing department, an estimate of the timeline for implementation, and potential funding sources.

The new mitigation actions include a broad range of approaches to hazard mitigation such as retrofitting, code enforcement, development of new regulations, public education, development of redundant facilities, and others. Measures are included to mitigate risks to existing buildings and infrastructure, as well as new buildings and infrastructure. The mitigation action plan assigns primary responsibility for each of the action items to an implementing department. The implementing department is the controlling department that will assign funding and oversee activity implementation, monitoring, and evaluation.

The planning team does not presume the expertise to prescribe which projects will be implemented. Prioritization of projects in the LHMP is a means to provide a basis for implementing the mitigation strategies, but all new mitigation actions and projects will be

formally prioritized and selected by the implementing department. This will accommodate the project funding, schedule of the department, staff requirements, and ability to integrate the new project into existing and ongoing projects. D

Prioritization

To assist with implementing the mitigation action plan, the planning team used the following ranking process to provide a method to prioritize the projects for the Action Plan. Designations of High, Medium, and Low priorities have been assigned to each action item using the following criteria.

Does the action	Solve the problem?
	Address vulnerability assessment?
	Reduce the exposure or vulnerability to the highest priority hazard?
	Address multiple hazards?
	Offer benefits that equal or exceed costs?
	Implement a goal, policy, or project identified in the General Plan or Capital Improvement Plan?
Can the action	Be implemented with existing funds?
	Be implemented by existing state or federal grant programs?
	Be completed within the five-year life cycle of the LHMP?
Will the action	Be implemented with currently available technologies?
	Be accepted by the community?
	Be supported by community leaders?
	Adversely affect segments of the population or neighborhoods?
	Require a change in local ordinances or zoning laws?
	Result in a positive or neutral impact on the environment?
	Comply with all local, state, and federal environmental laws and regulations?
Is there	Sufficient staffing to undertake the project?
	Existing authority to undertake the project?

Each positive response is equal to one point. Answers to the criteria above determined the priority according to the following scale:

1–6 = Low priority **7–12** = Medium priority **13–18** = High priority

Benefit-Cost Analysis

Conducting benefit/cost analysis for a mitigation activity can assist the City in determining whether a project is worth undertaking now to avoid disaster-related damages later. Cost-effectiveness analysis evaluates how to best spend a given amount of money to achieve a specific goal. Determining the economic feasibility of mitigating hazards can provide decision-makers with an understanding of the potential benefits and costs of an activity, as well as a basis for comparing alternative projects.

Funding

The funds required to implement the mitigation action plan will come from a variety of sources, including Federal Hazard Mitigation Grants, City budget, bonds, fees and assessments, and others. Some projects are (or will be) included in capital improvement budgets, while some, especially ongoing projects, are included in department operating budgets.

Prior to beginning a project or when federal funding is involved, the implementing department will use a FEMA approved benefit/cost analysis approach to identify the actual costs and benefits of implementing these mitigation actions. For non-structural projects, implementing departments will use other appropriate methods to weigh the costs and benefits of each action item and then develop a prioritized list.

Implementation

Mitigation projects were assigned one of three categories as a tentative schedule for implementation: short-range, mid-range, and long-range. Projects that are currently being implemented by various departments are assigned to the ongoing category. Implementation of short-range projects will typically begin within the next three (3) years. Mid-range projects will require some planning and likely require funding beyond what is currently allocated to the various departments in the City's Operations and Maintenance budget. Projects in the mid-range category will generally begin implementation in the next three (3) to five (5) years. Long-range projects will require great planning and funding and will generally begin implementation within five years and beyond.

7.5 Previous Plan Incorporated into Other Planning Mechanisms

The 2016 LHMP was integrated into the following planning mechanisms:

- The City EOP contains a list of hazards. The LHMP provided a similar, more detailed description of these hazards. The update to the LHMP informed revisions to the EOP.
- The American Water Infrastructure Act required Risk and Resiliency Assessment

(RRA) informed the update to the hazard analysis that are contained in both. Hazard analysis and risk/vulnerability updates to one document should be reviewed for inclusion in both.

- The City reviewed the 2016 mitigation action plan in the LHMP to update the CIP. Several mitigation actions addressed facility improvement and resiliency.

Table 7-4: Mitigation Action Implementation Plan						
#	Mitigation Action	Funding Sources	Responsible Department	Relative Cost*	Time Frame	Priority
1	Install energy efficient equipment and harden emergency backup power at critical facilities deemed necessary. Prioritize installations for facilities that serve as key cooling/warming centers and evacuation centers/shelters. (Hazards addressed: All, Power Outage, Infrastructure Failure)	General Fund, HMGP	Public Works	$$	2-5 years	Medium
2	Develop a list of key facilities. Conduct a feasibility assessment of installing solar and battery backup systems at critical facilities within the City. (Hazards addressed: All, Power Outage, Infrastructure Failure)	General Fund, HMGP	Public Works	$	2 years	Medium
3	Upgrade power and water facilities, to include reservoirs, to improve resiliency due to power loss, flooding, and seismic activity. (Hazards addressed: All)	General Fund, HMGP	Public Works	$$$	Ongoing - Yearly	High
4	Develop a policy to ensure the City's LHMP is reviewed during the development of capital improvement plans/projects. (Hazards addressed: All)	General Fund, HMGP	Fire	$	1 year	Medium

Table 7-4: Mitigation Action Implementation Plan						
#	Mitigation Action	Funding Sources	Responsible Department	Relative Cost*	Time Frame	Priority
5	Develop a Public Outreach Plan geared towards providing hazard education, emergency management, and mitigation action activities. Create and Integrate hazard mitigation material into public safety information and training programs (e.g. Community Emergency Response Team Program) (Hazards addressed: All)	General Fund, HMGP	Fire	$	Ongoing - yearly	Low
6	Integrate the LHMP into the City's General Plan by complying with AB 2140. (Hazards addressed: All)	General Fund, HMGP	Planning	$	Ongoing - yearly	Low
7	Develop a policy to ensure the City's Building Codes are reviewed annually to reflect changes and best practices in hazard science (Hazards Addressed: Flood, Earthquake).	General Fund, HMGP	Planning	$	3 years	Medium
8	Closely monitor changes in the boundaries of mapped hazard areas resulting from land use changes or climate change and adopt new mitigation actions or revise existing ones to ensure continued resiliency. (Hazards addressed: All)	General Fund, HMGP	Fire/ Planning	$	2 years	Medium
9	Integrate climate change mitigation and adaptation information and analysis into future LHMP updates and others. (Hazards addressed: Climate Change)	General Fund, HMGP	Fire	$	Ongoing - Yearly	High

Table 7-4: Mitigation Action Implementation Plan						
#	Mitigation Action	Funding Sources	Responsible Department	Relative Cost*	Time Frame	Priority
10	Implement measures to bolster local water supply to meet demand, create a sustainable water supply, while meeting environmental mandates. (Hazards addressed: Drought)	General Fund, HMGP	Public Works	$$$	3 years	High
11	Develop public messaging about water conservation to address climate change-induced drought for posting on websites, social media, and other platforms. (Hazards addressed: Drought)	General Fund, HMGP	Public Works	$	Ongoing - Yearly	Low
12	Implement and enforce the soft story retrofit ordinance. (Hazards addressed: Seismic)	General Fund, HMGP	Planning	$	2 years	Medium
13	Conduct an educational campaign, incentivize and promote medium-scale seismic retrofits, such as window films to minimize shattering, anchors for rooftop-mounted equipment, bracing for masonry chimneys, and other preventative measures to reduce damage to private buildings. (Hazards addressed: Seismic)	General Fund, HMGP	Planning	$	2 years	Medium
14	Develop a Landslide Management Plan that identifies areas at risk and mitigation strategies and develop a policy to ensure the annual review of potential landslide areas in the City of Orange. (Hazards addressed: Landslide)	General Fund, HMGP	Fire/ Planning/ Public Works	$	5 years	Low

Table 7-4: Mitigation Action Implementation Plan						
#	Mitigation Action	Funding Sources	Responsible Department	Relative Cost*	Time Frame	Priority
15	Conduct a seismic analysis of all City-owned key facilities and retrofit vulnerable facilities. (Hazards addressed: Seismic)	General Fund, HMGP	Public Works	$	2-3 Years	High
16	Initiate a program to schedule installation of resilient (seismically appropriate) piping for new or replacement water distribution pipelines. (Hazards addressed: Seismic)	General Fund, HMGP	Public Works	$$$$	Ongoing - Yearly	High
17	Identify and retrofit key critical facilities with seismically rated window film treatments that ensure glass windows do not shatter during a strong seismic event. (Hazards addressed: Seismic)	General Fund, HMGP	Planning/ Public Works	$$	5 years	High
18	Investigate the use of permeable paved and landscaped swales for new construction and replacement of City-owned hardscaped areas. [Identify which locations] (Hazards addressed: Flooding)	General Fund, FMA	Public Works	$$	3 years	Medium
19	Retrofit roadway medians to capture stormwater during rain events. Prioritize improvements along major arterials/ roadways throughout the City. (Hazards addressed: Flooding)	General Fund, FMA	Public Works	$$$	4 years	Medium
20	Remove or trim trees determined to be susceptible to blowing over during a severe wind event and underground power lines, where feasible. (Hazards addressed: High Winds, Severe Rainstorm)	General Fund, HMGP	Parks/ Public Works	$	Ongoing - yearly	Medium

Table 7-4: Mitigation Action Implementation Plan						
#	Mitigation Action	Funding Sources	Responsible Department	Relative Cost*	Time Frame	Priority
21	Educate and promote the proper maintenance and separation of power lines from trees and other hazards. (Hazards addressed: All)	General Fund, HMGP	Fire/ Public Works	$	Ongoing - Yearly	High
22	Conduct regular fuel modification projects to reduce fire hazard risks, such as clearing out dead vegetation in parks, open spaces, right-of-way embankments, and other areas that could become fuel for fires. (Hazards addressed: Wildfire)	General Fund, HMGP	Fire/Public Works	$	Ongoing - Yearly	High
23	Adopt a wildfire mitigation ordinance to limit the use and development of wildfire hazard areas to mitigate risk to life and property. (Hazards addressed: Wildfire)	General Fund, HMGP	Fire	$	2 years	High
24	Identify Dam inundation threats to the City and implement an early warning system/protocol that notifies downstream communities in the event of a potential dam failure incident. (Hazards addressed: Dam Failure)	General Fund, HMGP	Public Works	$	2 years	Low
25	Continuously inspect businesses and other properties storing hazardous materials and create an inventory of storage locations that require updates, maintenance, or renovation. (Hazards addressed: Hazardous Materials)	General Fund, HMGP	Fire	$	Ongoing - Yearly	Medium

Table 7-4: Mitigation Action Implementation Plan						
#	Mitigation Action	Funding Sources	Responsible Department	Relative Cost*	Time Frame	Priority
26	Establish and provide annual cyber-security risk briefings to City officials. Leverage the Department of Homeland Security's State, Local, Tribal, and Territorial Cyber security engagement programs. (Hazards addressed: Cyber Attack)	General Fund, HMGP	IT	$	2 years	High
27	Conduct an annual survey of high-risk trees in the City and develop a strategy to remove high risk trees prior to major wind or rain event. (Hazards addressed: Tree Mortality)	General Fund, HMGP	Public Works	$	2 years	Low
28	Evaluate all critical facilities, facilities of concern for potential human-caused hazard vulnerabilities and integrate counterterrorism design elements and building materials, where feasible. (Hazards addressed: Terrorism)	General Fund, HMGP	Police	$	Ongoing - Yearly	Medium
29	Develop and coordinate planning with partners for dispensing of medications or vaccines. Coordinate infection control planning with partners. (Hazard Addressed: Pandemic)	General Fund, HMGP	Public Health	$$	Ongoing - Yearly	Medium
30	Storm drain enhancements throughout the city (Hazard Addressed: Flooding)	General Fund, HMGP	Public Works	$$	Ongoing - Yearly	Medium

SECTION 8: PLAN IMPLEMENTATION AND MAINTENANCE

Implementation and maintenance of the plan is critical to the overall success of hazard mitigation planning. This section details the process that the City will use to monitor, update, and evaluate the plan within the five-year cycle of the plan's revision to ensure the LHMP remains an active and relevant document. The format of the plan aligns with the regulation checklist and is divided into sections of information. When it is time to maintain or revise the LHMP, data can be easily located and incorporated, resulting in an easy method to keep the plan current and relevant.

8.1 Monitoring and Evaluation

The planning team represents City staff from each department and other stakeholders that contributed to the development of the 2025 plan. The planning team oversaw the development of the plan and made recommendations on key elements of the plan, including the maintenance strategy.

It was important to the City that each department be represented in the planning team and given the opportunity to provide input during the plan development. This philosophy will continue for future plan revisions through evaluations, maintenance, and updates of data, processes, and programs. The City Emergency Manager will convene the planning team annually to perform annual reviews of the LHMP Mitigation Actions and its implementation to review the plans progress and effectiveness. To evaluate the plan's effectiveness, the planning team will review project timelines and whether the project continues to meet the needs and goals of the City. The planning team will include representatives from the City, non-profit, chamber of commerce, County department, and interest groups within the planning area.

If internal planning team members can no longer serve on the planning team, the Department Director will assign another staff person to be on the planning team so that every City department is represented.

8.2 Plan Update

Section 201.6.d.3 of 44CFR requires that local hazard mitigation plans be reviewed, revised as appropriate, and resubmitted for approval in order to remain eligible for benefits awarded under the Disaster Mitigation Act. The City intends to update its hazard mitigation plan on a five-year cycle. The next update will begin starting April of 2029

Based on needs identified by the planning team, the update will, at a minimum, include the following elements:

- The hazard risk assessment will be reviewed and updated using the most recent information and technologies
- The action plan will be reviewed and revised to account for any initiatives completed, dropped, or changed and to account for changes in the risk assessment
- Any new City policies identified under other planning mechanisms, as appropriate
- The draft LHMP update will be sent to appropriate agencies and organizations for comment
- The public will be given an opportunity to comment on the updated version prior to adoption
- The City Council will adopt the updated plan

At a minimum of 12 months before the expiration date of the 2026 LHMP, The City Emergency Manager will convene the planning team to commence the plan revision schedule to formally update the 2026 plan. The plan will be revised using the latest FEMA hazard mitigation guidance documents, such as the Mitigation Planning Tool and Regulation Checklist, to ensure compliance with current hazard mitigation planning regulations.

8.3 Continued Public Involvement

The overall success of the LHMP is through implementation of the plan's hazard mitigation strategy and activities to reduce the effects of hazards, protect people and property, and improve the City's efforts to respond to and recover from disasters. Members of the public and the City will ultimately benefit from the implementation of the LHMP and must be given the opportunity to provide input to the continuous cycle of LHMP planning.

The City will strive to keep the public aware of hazard mitigation projects that take place as a result of the LHMP. Public information will be released through press releases, City website announcements, public hearings as required, council meetings, social media, and press releases.

Projects that mitigate hazards are included in the City's annual budget planning process. The public is made aware of the planning through City Council meetings and press releases during this time. The budget planning process will serve as an annual opportunity to conduct outreach to the public on updates to the hazard mitigation planning process.

A survey can be conducted to gather input on how the community feels about the progress being made on LHMP activities. The Public Information Officer will be tasked with public outreach and responsible for ensuring the public is included and involved in the annual public plan update and outreach.

When the time comes to begin revising the 2025 LHMP, the plan update process will be implemented, which will include continued public involvement and input through

attendance at designated public meetings, web postings, through press releases to local media, community fairs, and events, and surveys. As part of this effort, a series of public meetings will be held, and public comments will be solicited on the revisions to the LHMP according to the five-year cycle. **Table 8-1** summarizes successful public involvement efforts previously conducted by the City, as well as proposed activities for public involvement and dissemination of information that shall be pursued whenever possible and appropriate.

Table 8-1: Past and Proposed Continued Public Involvement Activities or Opportunities Identified by the City

Department	Public Involvement Activity or Opportunity	
	Past	Proposed
Fire	LHMP Survey was conducted online and given out at City events in person.	Conduct annual surveys to be completed online.
All		Place more emphasis on the risks associated with natural and manmade hazards at public awareness campaigns conducted by various City departments. Consider developing and distributing public education materials for natural hazards.

APPENDIX A – LOCAL MITIGATION PLAN REVIEW TOOL

[To be inserted prior to State submission]

APPENDIX B – PLANNING TEAM MEETING/STAKEHOLDER DOCUMENTATION

Appendix B contains documentation of the planning process for the LHMP Planning Team, including meetings, presentations, emails, etc.

Date	Activity	Documentation
February 10, 2025	Project Kick-off Meeting	• Documentation 1: Meeting Notes
March 4, 2025	Planning Team Meeting #1	• Documentation 2: Meeting Notes
May 7, 2025	Planning Team Meeting #2	• Documentation 3: Meeting Notes
October 7, 2025	Draft sent to stakeholders for review	• Documentation 4: Stakeholder Email

Documentation 1: Kick-off Meeting Notes

City of Orange
Local Hazard Mitigation Plan Development

February 12, 2025

To: Megan Berumen
From: Francisco Soto

Kickoff Meeting Notes

The City of Orange hosted the project kickoff meeting with Tandem Solutions (Tandem) on February 10, 2025, from 10:00 PM - 11:00 PM.

Attendees

Attendee	Organization
Megan Berumen	City of Orange
Francisco Soto	Tandem Solutions

Summary of Discussion

- Tandem provided the agenda for the kickoff meeting
- Tandem provided an overview of hazard mitigation
- The client was walked through the scope of work to include:
    a. Task 1: Planning/Process
        i. In addition to internal City Departments, the City will invite the following organizations:
            1. Hospitals: UCI Medical, CHOC, St. Josephs
            2. Orangewood Children's Home
            3. Orange Unified School District
            4. Chapman University
            5. Santiago Community College
            6. Non-profit Organizations (ARC)
            7. Congregations
            8. County Partners
                a. Social Services Agency
                b. Emergency Management
            9. Amateur Radio Group
            10. CERT

11. Representative from the Chamber of Commerce

ii. The County has various pockets within the City that are technically controlled by the County but the City provides support.

iii. Tandem recommended the first planning meeting be composed of the core planning team which include City departments and large organizations.

iv. Community Concerns

1. There are various horse properties in the City that have concerns about large animal evacuations during a wildfire.

b. Task 2: Risk Assessment/Hazard Identification

i. Tandem and the City will review existing hazards and identify new hazards that may impact the planning area.

ii. Tandem will provided city specific hazard maps that are overlayed with City infrastructure.

iii. Tandem will include vulnerable populations in the vulnerability assessment

iv. Tandem will update the city's capabilities that allows them to implement mitigation activities.

c. Task 3: Mitigation Strategy

i. Develop new goals for the 2025 LHMP

ii. The planning team will review the progress of the 2016 mitigation activities.

iii. Develop new mitigation activities that are actionable

d. Task 4: Plan Implementation and Maintenance

i. Tandem along with the planning team will create a plan to monitor plan progress

ii. Tandem will describe how the LHMP will be integrated into other planning mechanisms

iii. Tandem will work with CalOES and FEMA to during the review process.

e. Tandem reviewed the project schedule that will allow the plan to be submitted to CalOES within 6 months.

f. Tandem reviewed the Project Management tasks and strategy which included:
    i. Bi-weekly calls between Orange and Tandem Project Manager
    ii. Project Management Plan
    iii. Monthly statements that report work accomplished, percent of project completed, and remaining funds
    iv. Meeting presentations, agendas, and minutes
    v. Detailed comment matrix for reviewing deliverables
g. Tandem provided the Next Steps in the process:
    i. Form the Project Planning Team
    ii. Deliver the Project Management Plan
    iii. Begin the information collection process
    iv. Create & Initiate Outreach Strategy
    v. Identify new/existing hazards
h. Other Topics Discussed
    i. Megan will invite IT and a GIS representative to the planning team meetings.
    ii. Outreach materials will be provided in English and Spanish.
    iii. The first planning team meeting will include an overview of hazard mitigation and the planning process.
    iv. Megan will begin to determine what existing meetings or outreach events are planned so that we can either present or have a booth to present material to the public.

Action Items on next page

Action Items

Action Item	Responsible Party	Due Date	Status
Deliver meeting minutes	Tandem	February 12, 2025	Complete
Provide draft public outreach strategy for approval	Tandem	February 12, 2025	Complete
Develop and distribute a public outreach survey	Tandem	February 12, 2025	Complete
Send planning meeting #1 invitation language to Orange.	Tandem	February 12, 2025	Complete
Schedule the second planning meeting in March	Tandem/ Orange	February 20, 2025	Open
Draft risk assessment and hazard profiles	Tandem	March 7, 2025	Open

Points of Contact

For concerns or questions regarding these notes, please contact:
Francisco Soto, 323-605-4200 or Francisco@tandemsolutionsusa.com

Documentation 2: Planning Meeting Notes

City of Orange

City of Orange
Local Hazard Mitigation Plan Development

March 10, 2025

To: Megan Berumen
From: Francisco Soto

Planning Meeting #1 Notes

City of Orange hosted the first planning meeting with Tandem Solutions (Tandem) on March 4, 2025, from 1:00 PM - 3:00 PM that focused on providing an overview of the hazard mitigation planning process and identifying the hazards.

Attendees

Attendee	Organization
Nathalie Adorian	City of Orange
Robert Ambriz	City of Orange
Aida Cuevas	City of Orange
Jose Diaz	City of Orange
Stephen Fan	City of Orange
Janet Flores	City of Orange
Rick Hurtado	City of Orange
Adam Jevec	City of Orange
Matthew Lorenzen	City of Orange
Anna Pehoushek	City of Orange
Steven Scardina	City of Orange
Shelby Alley	City of Orange
Charlene Cheng	City of Orange
Megan Berumen	City of Orange
Robert Prendergast	City of Orange
Douglas Yates	City of Orange
Francisco Soto	Tandem Solutions

Summary of Discussion

- Meeting participants introduced themselves.
- **Hazard Mitigation Plan Overview**

  Tandem explained the purpose of the hazard mitigation plan, which is to reduce the impact of disasters by identifying hazards that affect the planning area and developing mitigation strategies to lessen their future effects. Additionally, the plan is essential for securing funding for hazard mitigation grants.
- **Planning Team Roles and Composition**

TANDEM SOLUTIONS

The core planning team will consist of City department, additional partners can include Orange County Emergency Management Organization, County Emergency Management, school districts, transit agencies, utilities, healthcare facilities, and surrounding jurisdictions. The role of the planning team is to identify new hazards, support to assess city capabilities, determine a mitigation strategy, and review drafts of the plan prior to submission to CalOES and FEMA.

- **Planning Process**

  The planning process involves the following elements:

  - Hazard Identification – Identifying and profile hazards that affect the planning area, assess future event probability, describe any recent impacts from the identified hazards, and describe any impacts as they relate to climate change.
  - Risk Assessment - Update assets at risk from identified hazards, analyze the impacts of the identified hazards, and summarize vulnerabilities to identified hazards.
  - Capabilities Assessment – As part of the process, we will identify what capabilities exist to help implement mitigation activities. Including:
    - *Planning and Regulatory*: Codes, ordinances, policies, laws, plans and programs that guide growth and development.
    - *Administrative and Technical:* "People-powered" capabilities. (Engineers, planners, emergency managers, GIS analysts, building inspectors, grant writers, etc.)
    - *Financial:* Resources to fund mitigation actions. (General Funds, taxes, utility fees, State and Federal Funding programs, etc.)
    - *Education and Outreach:* Programs and methods that can communicate and encourage risk reduction.
  - Mitigation Strategy – The mitigation strategy helps the city identify mitigation projects to help reduce or eliminate the risks of the identified hazards. The four types of mitigation activities include:
    - *Plans and Regulations:* Government authorities, policies or codes that influence the way land and buildings are developed and built.
    - *Structure and Infrastructure Projects:* Modifying existing public buildings, private buildings, and infrastructure or constructing new structures to protect against hazards.
    - *Education and Awareness Programs:* Informing and educating citizens, elected officials and property owners about hazards and potential ways to mitigate them.
    - *Natural Systems Protection:* Minimizing damage and losses while also preserving or restoring the functions of natural systems.

- Public Engagement Strategy – The plan must include strategies for public engagement, such as using social media, city websites, and public events to gather input and inform the community about the hazard mitigation planning process. Public participation is crucial for meeting FEMA requirements.
- Plan Review and Adoption –Prior to official submission, the planning team and the public must review the plan and provide comments. Once the comments are received and validated, the final step in the development process is to prepare the plan for CalOES/FEMA review and adoption. Upon notice of "Approval Pending Adoption" from the State, the City Council must adopt the plan before it is resubmitted to the State and FEMA for Final Approval.

- **2025 Mitigation Goals**

  The planning team identified the following goals for the 2025 Local Hazard Mitigation Plan:

  - *Goal 1:* Protect life, property, the environment and public health from natural and human-caused hazards
  - *Goal 2:* Improve public understanding, support of, and need for hazard mitigation measures
  - *Goal 3:* Promote disaster resilience for the City's natural, existing and future built environment
  - *Goal 4:* Strengthen partnerships and collaboration to implement hazard mitigation activities
  - *Goal 5:* Enhance the City's ability to effectively and immediately respond to disasters

- **Project Schedule**

  The goal is to have a draft plan by June of 2025 for internal and public reviews. Once comments have been adjudicated, the plan will be submitted to CalOES and FEMA for review/approval which can take 3-6 months.

- **Hazard Identification Exercise**

  The planning team discussed potential hazards affecting the city and their level of risk. Below is a list of the hazards that were identified during the planning meeting.

Hazard Type	Sub-Categories
Climate Change	Discussed as a standalone hazard and in all Hazard Categories
Dam Failure	
Drought	

Hazard Type	Sub-Categories	
Earthquake/Geologic Hazards	• Seismic Shaking • Subsidence	• Fault Rupture • Liquefaction
Erosion		
Fire	• Urban Fire	• Wildland Fire
Flooding		
Landslide		
Pandemic		
Severe Weather	• Severe Wind • Extreme Heat	• Storm
Tree Mortality		
Human-Caused Hazards	• Power Outage • Cyber Attack • Hazardous Materials	• Terrorism

- **Priority Risk Index**
  The group evaluated each hazard to determine its probability, severity, warning time, and duration. The calculation determines how each hazard will be ranked/prioritized. Below is the Critical Priority Risk Index Matrix discussed during the planning meeting.

2025 Proposed Hazards	Probability	Weighted 45%	Magnitude Severity	Weighted 30%	Warning Time	Weighted 15%	Duration	Weighted 10%	CPRI Ranking
Climate Change	4	1.8	2	.60	1	.15	4	.40	2.95
Cyber Attack	2	.90	4	1.20	4	.60	4	.40	3.10
Dam Failure	1	.45	3	.90	3	.45	2	.20	2.00
Drought	3	1.35	2	.60	1	.15	4	.40	2.50
Earthquake	3	1.35	4	1.20	4	.60	4	.40	3.55
Extreme Weather	3	1.35	2	.60	1	.15	3	.30	2.40
Fire (Wild/Urban)	3	1.35	3	.90	4	.60	3	.30	3.15

City of Orange
Local Hazard Mitigation Plan Development

2025 Proposed Hazards	Probability	Weighted 45%	Magnitude Severity	Weighted 30%	Warning Time	Weighted 15%	Duration	Weighted 10%	CPRI Ranking
Flooding	3	1.35	2	.60	2	.30	2	.20	2.45
Hazardous Materials	3	1.35	3	.90	4	.60	2	.20	3.05
Landslide	2	0.90	2	.60	4	.60	1	.10	2.20
Pandemic	2	0.90	4	1.20	2	.30	4	.40	2.80
Power Outage	3	1.35	3	.90	4	.60	2	.20	3.05
Erosion	3	1.35	2	.60	1	.15	3	.30	2.40
Terrorism	3	1.35	4	1.20	4	.60	2	.20	3.35
Tree Mortality	2	.90	1	.30	4.	.60	4	.40	2.20

CPRI Hazard Risk Scoring

Risk Level	Severe	High	Moderate	Low
Rank Score	3.5 – 4.0	3.0 – 3.4	2 – 2.9	1 – 1.9

Next Steps

- Develop and Approve the Public Outreach Strategy
- Develop and Disseminate the Public Survey
- Profile Identified Hazards
- Conduct the Risk Assessment
- Identify Public Outreach Opportunities

Action items are available on the next page.

Action Items

Action Item	Responsible Party	Due Date	Status
Deliver meeting minutes	Tandem	N/A	Complete
Provide draft public outreach strategy for approval	Tandem	N/A	Complete
Develop a public outreach survey, social media content, press release content, and outreach flyer/images.	Tandem	3/13/2025	Open
Draft risk assessment and hazard profiles	Tandem	4/25/2025	Open

Points of Contact

For concerns or questions regarding these notes, please contact:
Francisco Soto, 323-605-4200 or Francisco@tandemsolutionsusa.com

Documentation 3: Planning Meeting Notes

City of Orange

City of Orange
Local Hazard Mitigation Plan Development

May 13, 2025

To: Megan Berumen
From: Francisco Soto

Planning Meeting #2 Notes

City of Orange hosted the first planning meeting with Tandem Solutions (Tandem) on May 7, 2025, from 1:00 PM - 2:00 PM that focused on providing an update on the planning process, reviewing the City's capabilities, and revieing the 2016 mitigation actions.

Attendees

Attendee	Organization
Janet Flores	City of Orange
Andrea Pham	City of Orange
Deniss Sok	City of Orange
Emily Bustamante	City of Orange
Jennifer Connally	City of Orange
Rick Hurtado	City of Orange
Phillip Mcmullim (sp?)	City of Orange
Cody Kleen	City of Orange
Eric Rosauer	City of Orange
Steven Scardina	City of Orange
Charlene Cheng	City of Orange
Robert Prendergast	City of Orange
Francisco Soto	Tandem Solutions

Summary of Discussion

- Meeting participants introduced themselves.
- Reviewed the 2025 Hazards that will be included in the 2025 LHMP. **(See Page 2)**

TANDEM SOLUTIONS

Hazard Type	Sub-Categories	
Climate Change	Discussed as a standalone hazard and in all Hazard Categories	
Dam Failure		
Drought		
Earthquake/Geologic Hazards	• Seismic Shaking • Subsidence	• Fault Rupture • Liquefaction
Fire	• Urban Fire	• Wildland Fire
Flooding		
Landslide/Erosion		
Pandemic		
Severe Weather	• Severe Wind • Extreme Heat	• Storm • Loss of Power
Tree Mortality		
Human-Caused Hazards	• Power Outage • Cyber Attack • Hazardous Materials	• Terrorism • Infrastructure Failure

- Previewed the planning team meeting schedule.
  - 1st Meeting: Completed
  - 2nd Meeting: Review Capabilities and Past Mitigation Activities (Today)
  - 3rd Meeting: Review Final Risk Assessment and Develop New Mitigation Activities
- Reviewed the current outreach efforts that have taken place.
  - Posted HMP information on the City Webpage
  - Flyers are located at various City public facing facilities
  - Booth at the Car Show
  - LHMP presentation at the Stop the Bleed training in June.
- The planning team identified the city's capabilities to implement mitigation actions.
  - **Planning and Regulatory Capabilities**
    - City's Fiscal Year 2024-2025 Budget

- Capital Improvement Plan
- Orange General Plan
  - Land Use Element
  - Safety Element
- Consolidated Plan
- City Urban Water Management Plan

- **Administrative and Technical Capabilities**
  - Building and Safety
  - Engineering
  - Public Works
  - Information Technology
  - Emergency Manager
  - Flood Plain Manager
  - Building Official
  - GIS Staff
- **Fiscal Capabilities**
  - General Funds
  - Hazard Mitigation Grants
  - ~~Community Development Block Grant~~ – Planning Team asked to remove since it would never be used to implement mitigation activities.
- **Education and Outreach Capabilities**
  - Public Information Officer
  - City Website
  - City Social Media Accounts

- Reviewed the status of the 2016 Mitigation Activities.

Next Steps

- Continue Public Engagement Process
- Finalize Risk Assessment
- Finalize Reviewing 2016 Mitigation Actions
- Developing New Mitigation Actions
- Internal Review Draft

- Public Review Draft
- Finalize the Hazard Mitigation Plan
- Submit to CalOES and FEMA
- City Council Plan Adoption

Action Items

Action Item	Responsible Party	Due Date	Status
Deliver meeting minutes	Tandem	N/A	Complete
Send Sections 1-3 to the Planning Team	Megan	5/15/2025	Open
Send Section 4 to Megan	Tandem	4/25/2025	Complete
Send Section 4 to the Planning Team	Megan	5/21/2025 (Tentative)	Open

Points of Contact

For concerns or questions regarding these notes, please contact:
Francisco Soto, 323-605-4200 or Francisco@tandemsolutionsusa.com

Documentation 4: Email to Stakeholders

Orange LHMP Public Review

MB Megan Berumen <mberumen@cityoforange.org>
To
Cc Francisco Soto

Reply | Reply All | Forward

Tue 10/7/2025 9:04 AM

If there are problems with how this message is displayed, click here to view it in a web browser.
Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

Orange LHMP Public Review Draft_10.1.2025.pdf
16 MB

Good afternoon!

As a key stakeholder for the City of Orange, we would like to share the Public Review Draft Local Hazard Mitigation Plan with your agency. As part of this review process we have prepared an online comment form that you can use to provide feedback.

To access the form, please use the following link: Orange LHMP Comments Matrix.xlsx

Best regards,

Megan Berumen
Emergency Manager
Fire Headquarters • Station 1

p (714) 288-2571 | **c** (714) 788-3422
ORANGE CITY FIRE DEPARTMENT
1176 E. Chapman Avenue • Orange, CA 92866
family • pride • tradition

APPENDIX C – PUBLIC ENGAGEMENT DOCUMENTATION

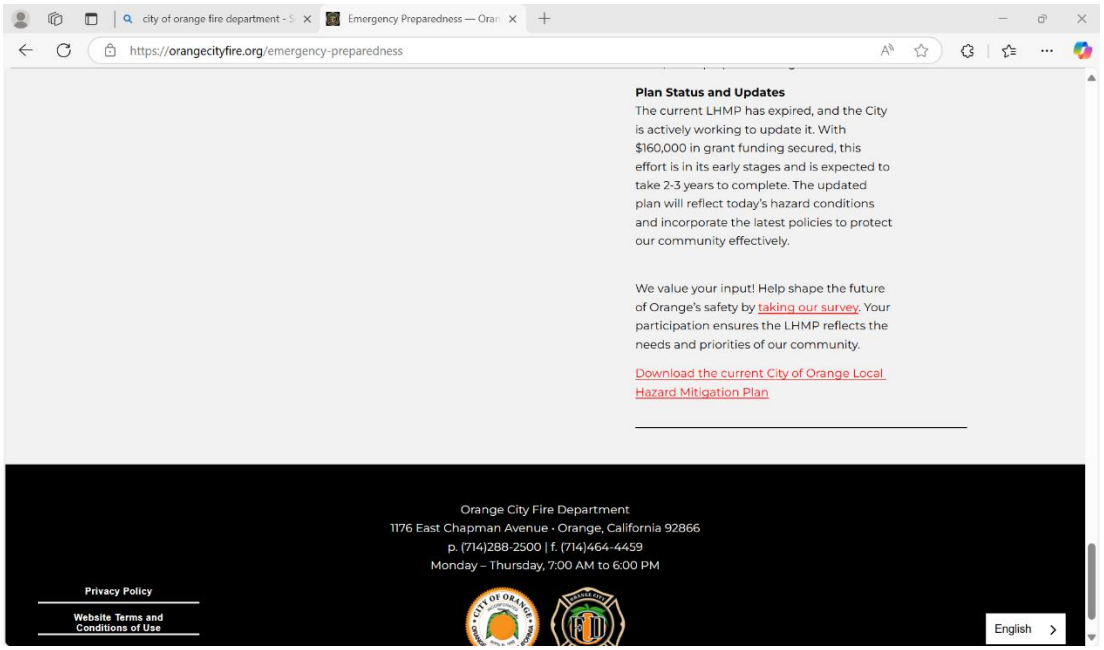
Appendix C contains documentation of the planning process including meetings, presentations held for the stakeholders and public, and other stakeholder/public outreach efforts.

Date	Activity	Documentation
November 19, 2024 - Present	Survey posted on City Website with links provided in social media accounts. General Hazard Mitigation documents. Pictures of events and posting of information.	Documentation 2: Orange Fire Website Survey Distribution Documentation 3: Orange Fire Website Hazard Mitigation Material Documentation 4: Flyers at City Public Facing Facilities Documentation 5: Social Media Hazard Mitigation Material Screenshots Documentation 7: Hazard Mitigation Flyer
November 19, 2024 – July 2025	LHMP Outreach Event	Documentation 1: City of Orange Car Show Documentation 8: Hazard Mitigation Public Outreach Presentation
3 months	Public hazard mitigation survey conducted.	Documentation 6: Hazard Mitigation Public Survey Documentation 9: Hazard Mitigation Public Survey Results
TBD	Draft LHMP provided for public review.	TBD
TBD	Draft LHMP provided to neighboring jurisdiction for review and comment.	TBD

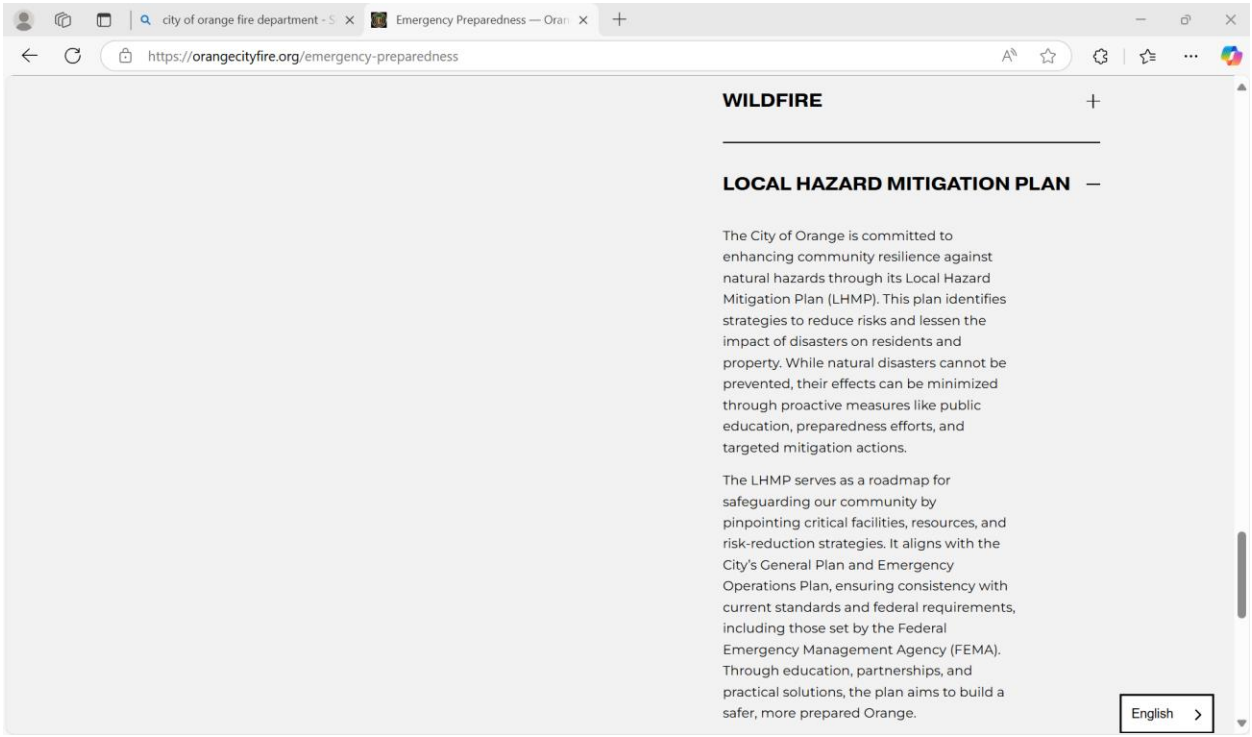
Documentation 1: City of Orange Car Show



Documentation 2: Orange Fire Website Survey Distribution



Documentation 3: Orange Fire Website Hazard Mitigation Material



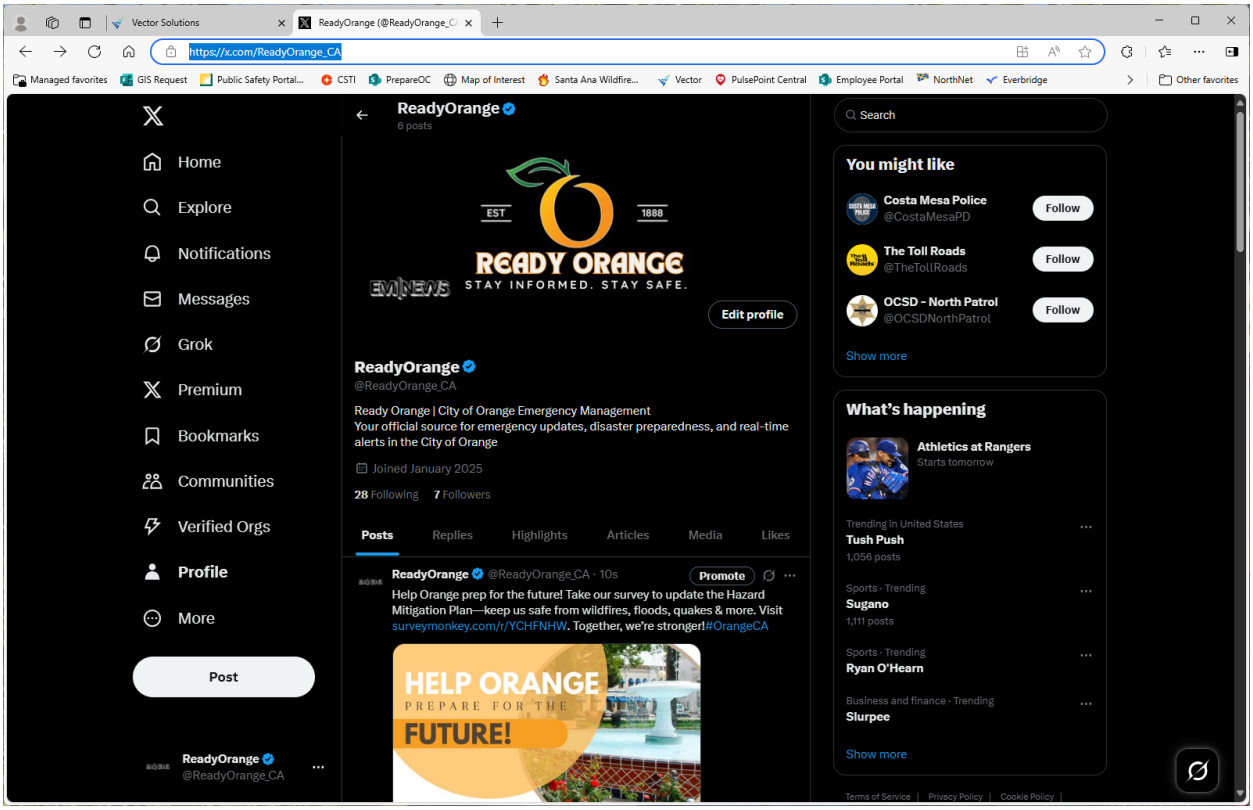
Documentation 4: Flyers at City Public Facing Facilities

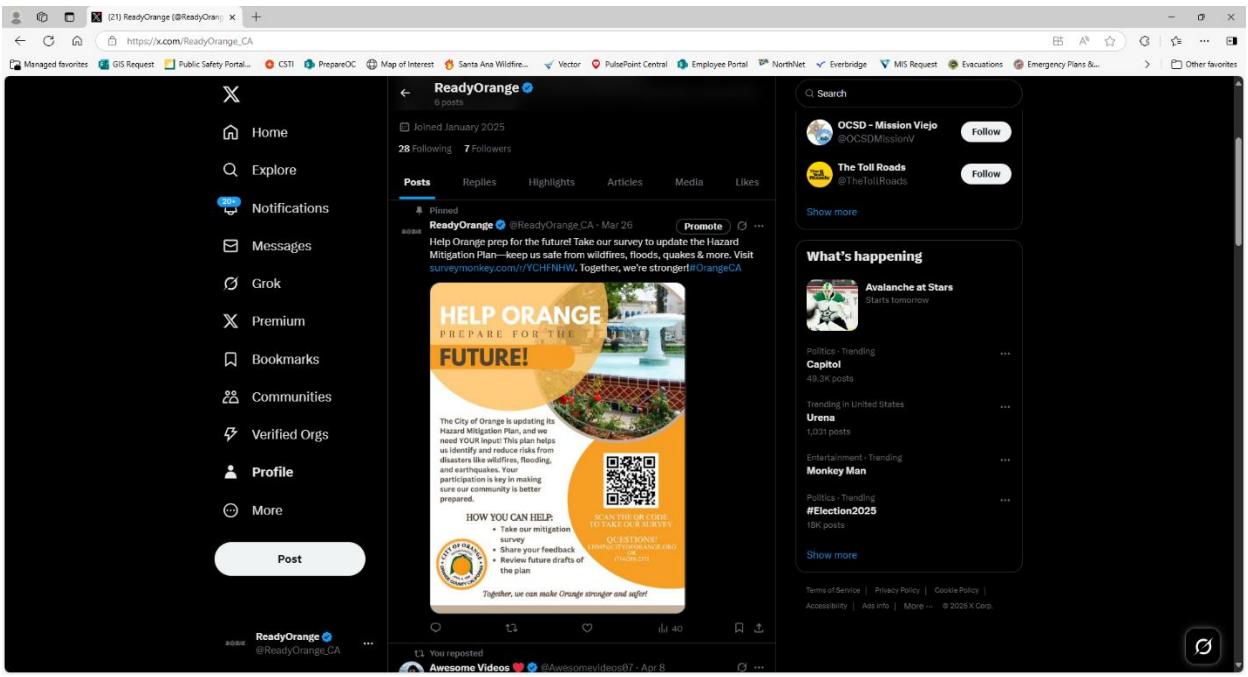



HELP ORANGE
PREPARE FOR THE
FUTURE!
The City of Orange is updating its Hazard Mitigation Plan, and we need YOUR input! This plan helps us identify and reduce risks from disasters like wildfires, flooding, and earthquakes. Your participation is key in making sure our community is better prepared.
HOW YOU CAN HELP:
• Take our mitigation survey
• Share your feedback
• Review future drafts of the plan
SCAN THE QR CODE TO TAKE OUR SURVEY
QUESTIONS?
LHMP@CITYOFORANGE.ORG
OR
(714)238-2571
Together, we can make Orange stronger and safer!
USPS
OUTGOING MAIL


Library
Postings Only
POSTING BY THE PUBLIC IS NOT PERMITTED
The Library's policy on posting, displaying or distributing materials at the library is to only permit programs, events or organizations that are related to promoting the Library or the City of Orange.
ALL material must be approved by the library.
Material posted without permission will be discarded.
Thank you.
Review the Agenda Packet on Your Phone!
SCAN TO VIEW
HELP ORANGE
FUTURE!
ASSISTANCE LEAGUE
Scholarships
General
Arts
Special Needs Student
Nursing & Health
Criteria for Scholarship
COLLEGE SCHOLARSHIP OPPORTUNITIES
SCHOLARSHIPS AVAILABLE FOR HIGH SCHOOL SENIORS
The Arts
General Studies
Health Related Fields
Trade/Technical Schools
Special Needs Students or Working With Special Needs
APPLY ONLINE
COMMUNITY EMERGENCY RESPONSE TEAM
We're here.
We believe you.
You have options.
1-800-799-SAFE
Free Admission!
The Woman's Club of Orange Presents
Music in the Garden
86th Annual Spring Flower Show
Saturday, April 26, 2025
12 Noon to 4 PM

Documentation 5: Social Media Hazard Mitigation Material Screenshots





Documentation 6: Hazard Mitigation Public Survey

City of Orange
Local Hazard Mitigation Plan
Public Engagement Survey

City of Orange

2025 Local Hazard Mitigation Plan Survey

The City of Orange is updating the City's Local Hazard Mitigation Plan (LHMP). The plan identifies natural and human caused hazards that can impact the City. The new and updated plan will list potential actions needed to reduce risk and future damage. The plan enables the City to be eligible for various assistance grants. Public involvement is critical to the plan as the LHMP must represent the current needs and values of the community. To assist with obtaining public input, we invite you to participate in the following survey. We thank you in advance for your cooperation and assistance.

Confidentiality: Your responses are completely confidential and will only be used to enhance our hazard mitigation efforts.

1. Do you (Select all that apply)
   - ☐ Live in Orange
   - ☐ Work in Orange
   - ☐ Study in Orange
   - ☐ Visit Orange, but live and work elsewhere

2. What is your age group?
   - ☐ Under 18
   - ☐ 18-24
   - ☐ 25-34
   - ☐ 35-44
   - ☐ 45-54
   - ☐ 55-64
   - ☐ 65+
   - ☐ prefer not to answer

City of Orange
Local Hazard Mitigation Plan
Public Engagement Survey

3. If a large earthquake or wildfire were to strike tomorrow……
   - ☐ I feel confident that I know how to protect myself during an emergency.
   - ☐ I am unsure how to protect myself during the emergency
   - ☐ Other: _____

4. How prepared is your household for a natural hazard (for example, wildfire, flood, earthquake) on a scale of 1 to 5 with 1 being not prepared and 5 being very prepared?
   - ☐ 1
   - ☐ 2
   - ☐ 3
   - ☐ 4
   - ☐ 5

5. The City's 2016 Hazards Mitigation Plan identified a range of natural hazards posing a threat to the City. Select the natural hazard that concerns you the most?
   - ☐ Climate Change
   - ☐ Drought
   - ☐ Earthquake
   - ☐ Flooding
   - ☐ Landslide
   - ☐ Wildfire
   - ☐ Dam Failure
   - ☐ Windstorms
   - ☐ Extreme Heat
   - ☐ Other:_____

City of Orange
Local Hazard Mitigation Plan
Public Engagement Survey

6. What steps has your household taken to Mitigate against natural hazards? (Check all that apply)
   - ☐ Bought a backup generator
   - ☐ Trim trees to prevent limbs from falling onto the house during storms
   - ☐ Anchor water heaters and other large appliances to prevent tipping
   - ☐ Bought earthquake and/or flood insurance
   - ☐ Install automatic shutoff valves for gas and water
   - ☐ Other (please specify)

7. Choose the ways you prefer to seek information about incoming or ongoing threats?
   - ☐ Social media (X, Facebook, Instagram)
   - ☐ Local Government Website
   - ☐ Community Notification
   - ☐ City Press Conferences
   - ☐ Other (please specify)

8. Please provide any additional comments or insight below into how local hazards should be mitigated.

_____

_____

_____

Thank you for taking the time to complete this survey.

Please return it to a staff member.

3

Documentation 7: Hazard Mitigation Flyer

HELP ORANGE

PREPARE FOR THE

FUTURE!



The City of Orange is updating its Hazard Mitigation Plan, and we need YOUR input! This plan helps us identify and reduce risks from disasters like wildfires, flooding, and earthquakes. Your participation is key in making sure our community is better prepared.

HOW YOU CAN HELP:

- Take our mitigation survey
- Share your feedback
- Review future drafts of the plan

SCAN THE QR CODE
TO TAKE OUR SURVEY

QUESTIONS?
LHMP@CITYOFORANGE.ORG
OR
(714)288-2571

Together, we can make Orange stronger and safer!

Documentation 8: Hazard Mitigation Public Outreach Presentation (Cover Slide Only)

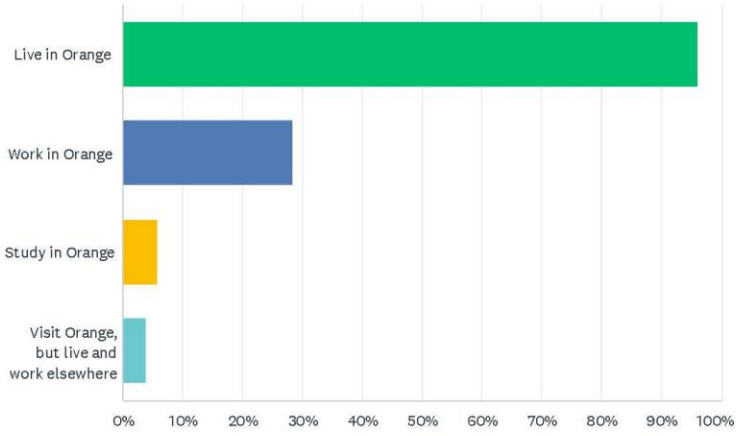


Documentation 9: Hazard Mitigation Public Survey Results

City of Orange 2025 Local Hazard Mitigation Plan Survey SurveyMonkey

Q1 Do you (check all that apply)

Answered: 53 Skipped: 1

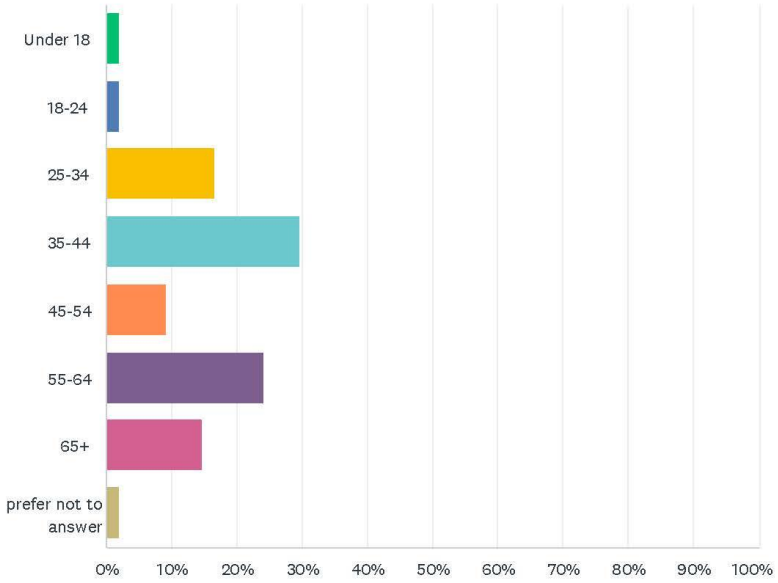


ANSWER CHOICES	RESPONSES	
Live in Orange	96.23%	51
Work in Orange	28.30%	15
Study in Orange	5.66%	3
Visit Orange, but live and work elsewhere	3.77%	2
Total Respondents: 53		

City of Orange 2025 Local Hazard Mitigation Plan Survey SurveyMonkey

Q2 What is your age group?

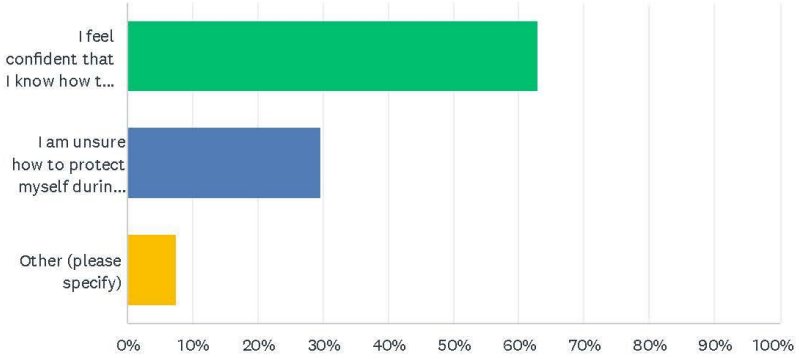
Answered: 54 Skipped: 0



ANSWER CHOICES	RESPONSES	
Under 18	1.85%	1
18-24	1.85%	1
25-34	16.67%	9
35-44	29.63%	16
45-54	9.26%	5
55-64	24.07%	13
65+	14.81%	8
prefer not to answer	1.85%	1
TOTAL		54

Q3 If a large earthquake or wildfire were to strike tomorrow……

Answered: 54 Skipped: 0

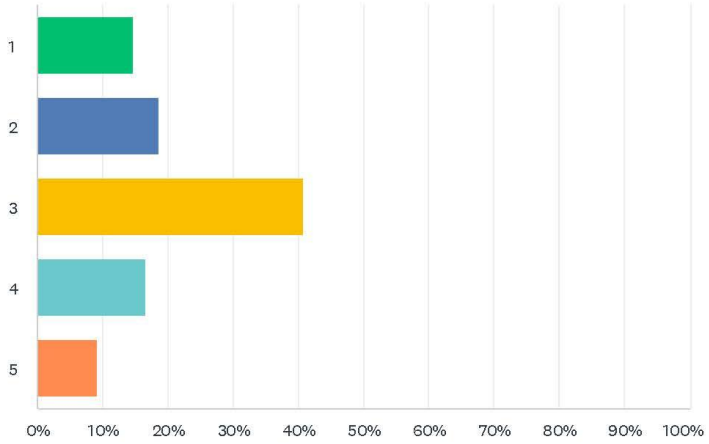


ANSWER CHOICES	RESPONSES	
I feel confident that I know how to protect myself during the emergency.	62.96%	34
I am unsure how to protect myself during the emergency	29.63%	16
Other (please specify)	7.41%	4
TOTAL		54

City of Orange 2025 Local Hazard Mitigation Plan Survey SurveyMonkey

Q4 How prepared is your household for a natural hazard (for example, wildfire, flood, earthquake) on a scale of 1 to 5 with 1 being not prepared and 5 being very prepared?

Answered: 54 Skipped: 0

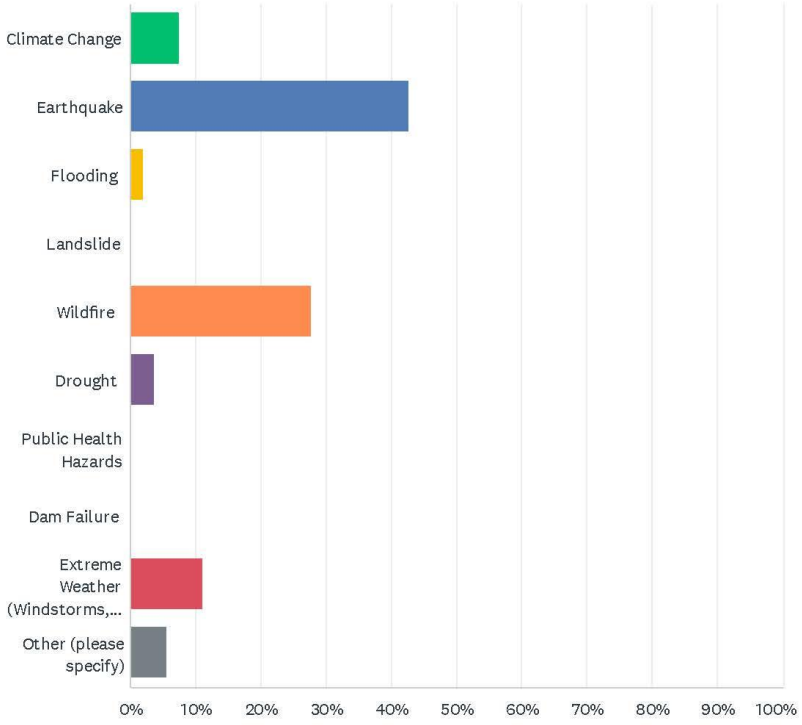


ANSWER CHOICES	RESPONSES	
1	14.81%	8
2	18.52%	10
3	40.74%	22
4	16.67%	9
5	9.26%	5
TOTAL		54

City of Orange 2025 Local Hazard Mitigation Plan Survey SurveyMonkey

Q5 The City of Orange 2016 Local Hazard Mitigation Plan has identified a range of natural hazards posing a threat to the City. Select the natural hazard that concerns you the most?

Answered: 54 Skipped: 0

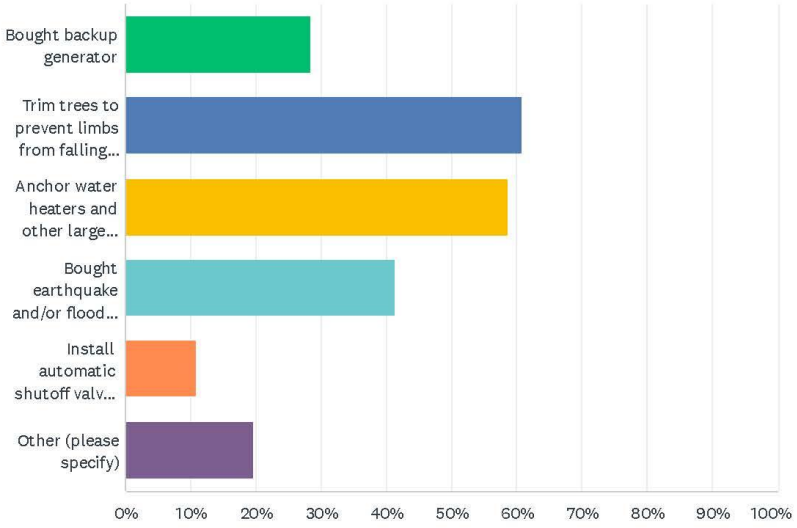


City of Orange 2025 Local Hazard Mitigation Plan Survey SurveyMonkey

ANSWER CHOICES	RESPONSES	
Climate Change	7.41%	4
Earthquake	42.59%	23
Flooding	1.85%	1
Landslide	0.00%	0
Wildfire	27.78%	15
Drought	3.70%	2
Public Health Hazards	0.00%	0
Dam Failure	0.00%	0
Extreme Weather (Windstorms, Extreme Heat)	11.11%	6
Other (please specify)	5.56%	3
TOTAL		54

Q6 What steps has your household taken to mitigate against natural hazards? (Check all the apply)

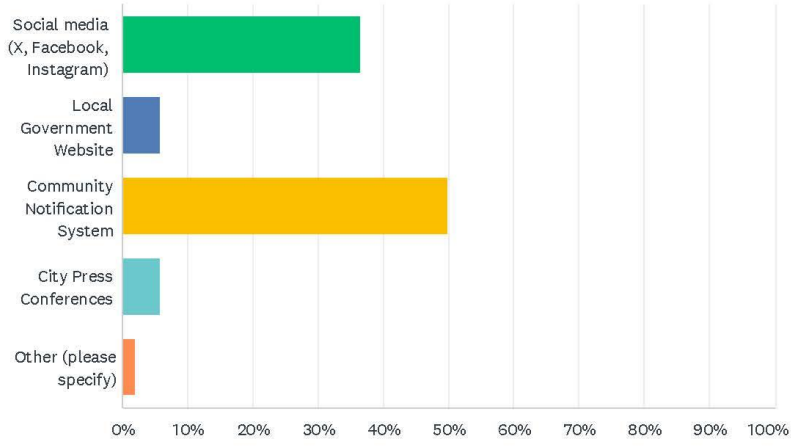
Answered: 46 Skipped: 8



ANSWER CHOICES	RESPONSES	
Bought backup generator	28.26%	13
Trim trees to prevent limbs from falling onto the house during storms	60.87%	28
Anchor water heaters and other large appliances to prevent tipping	58.70%	27
Bought earthquake and/or flood insurance	41.30%	19
Install automatic shutoff valves for gas and water utilities	10.87%	5
Other (please specify)	19.57%	9
Total Respondents: 46		

Q7 Choose the ways you prefer to seek information about incoming or ongoing threats?

Answered: 52 Skipped: 2



ANSWER CHOICES	RESPONSES	
Social media (X, Facebook, Instagram)	36.54%	19
Local Government Website	5.77%	3
Community Notification System	50.00%	26
City Press Conferences	5.77%	3
Other (please specify)	1.92%	1
TOTAL		52

Q8 Please provide any additional comments or insight below into how local natural hazards should be mitigated.

Answered: 15 Skipped: 39

APPENDIX D – ACRONYMS AND ABBREVIATIONS

Acronym	Definition
AB	Assembly Bill
Cal OES	California Governor's Office of Emergency Services
CARB	California Air Resource Board
CDAA	California Disaster Assistance Act
CFR	Code of Federal Regulations
CIP	Capital Improvement Plan
CPRI	Calculated Priority Risk Index
DMA 2000	Disaster Mitigation Act of 2000
EAP	Emergency Action Plan
EOP	Emergency Operations Plan
ERP	Emergency Response Plan
FEMA	Federal Emergency Management Agency
FMA	Flood Mitigation Assistance
GHG	Greenhouse Gas
HMA	Hazard Mitigation Assistance
HMGP	Hazard Mitigation Grant Program
HMPC	Hazard Mitigation Planning Committee
LHMP	Local Hazard Mitigation Plan
MWD	Metropolitan Water District of Southern California
NFIP	National Flood Insurance Program
PDES	National Pollutant Discharge Elimination System
NWS	National Weather Service
OCTA	Orange County Transportation Authority
PDM	Pre-Disaster Mitigation
RFC	Repetitive Flood Claims
RL	Repetitive Loss
SB	Senate Bill
SCADA	Supervisory Control and Data Acquisition

Acronym	Definition
SHMO	State Hazard Mitigation Officer
SHMP	State Hazard Mitigation Plan
STAPLEE	Social, Technical, Administrative, Political, Legal, Economic, Environmental
U.S. EPA	U.S. Environmental Protection Agency
UCERF3	(the third) Uniform California Earthquake Rupture Forecast
USDM	U.S. Drought Monitor
USSDO	U.S. Seasonal Drought Outlook
UWMP	Urban Water Management Plan
NIDIS	National Integrated Drought Information System
WUI	Wildland Urban Interface

Agenda Item

Orange City Council

Item #: 3.28. 4/28/2026 **File #:** 26-0013

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

THRU: **Jarad Hildenbrand, City Manager**

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

1. SUBJECT

Updates to the eligibility and preference criteria for the Tenant Based Rental Assistance Program Policies and Procedures

2. SUMMARY

Consideration of proposed updates the eligibility and preference criteria for the Tenant Based Rental Assistance Program Policies and Procedures adopted as part of the HOME Americal Rescue Plan Allocation Plan.

3. RECOMMENDED ACTION

1. Approve the following recommended changes to the eligibility and preference criteria for the Tenant Based Rental Assistance Program Policies and Procedures:
    a. Remove the requirement to have applied for and been denied for CalAIM;
    b. Specify definition of elderly persons to 62+;
    c. Update income eligibility to 60% of Area Median Income;
    d. Remove the tenant incentive for returned deposits.
2. Approve adding special consideration to applicants who are:
    a. Experiencing homelessness;
    b. At risk of homelessness;
    c. Fleeing domestic violence, dating violence, sexual assault, or stalking.
3. Direct staff to update the Tenant Based Rental Assistance Program Policies and Procedures with the recommended changes and submit to the Department of Housing and Urban Development for approval and implementation.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 3: Enhance Public Communication Strategy and Quality of Life

6. DISCUSSION AND BACKGROUND

On May 9, 2023, the City approved $150,000 for a Tenant Based Rental Assistance (TBRA) Program for security and utility deposit assistance as part of its 2023-2024 Annual Action Plan (Attachment A) using HOME Investment Partnerships Program (HOME) entitlement funds. A TBRA Program provides

rental subsidy to assist individual households to address housing instability and insecurity by helping families afford housing costs such as rent or security deposits. The Annual Action Plan is required by HUD and outlines the City's intent for the use of funds in a given entitlement year. Detailed information about the program background is provided in Attachment B.

As part of the approval, the following requirements were established to determine eligibility for an applicant:

1. Current City of Orange resident staying in the City of Orange;
2. Referred by a supportive services agency/organization;
3. Have applied for and be ineligible or denied for CalAIM assistance;
4. Have income below 80% of the area median income.

In addition, the following preferences were established:

1. Families with children under 12;
2. Veterans with a valid DD-214 (honorable discharge); and
3. Elderly persons as defined by the Social Security Administration eligibility of full retirement qualification.

Since the launch of the TBRA Program in January 2025, the City has not received any applications from households that qualify under the adopted eligibility criteria, resulting in no utilization of the allocated HOME funds. After approximately one year of inactivity, staff conducted a programmatic review to determine whether the lack of utilization was attributable to a lack of community need or to structural barriers within the program design.

CalAIM Requirement

Following a review of the adopted program guidelines and consultation with the Orange County Continuum of Care and supportive service providers, staff determined that the requirement to first apply for and be denied CalAIM assistance created an unintended barrier to access that limited the program's ability to respond to housing opportunities.

Staff reviewed applicable HOME regulations and identified the following considerations:

1. HOME regulations at 24 CFR Part 92 do not require or authorize conditioning TBRA eligibility on denial from another program.
2. HUD evaluates HOME programs based on timely commitment and expenditure of funds. Prolonged inactivity increases the risk of timeliness concerns.
3. Additional eligibility criteria not tied to HOME statutory or regulatory requirements may be viewed during monitoring as creating unnecessary barriers to assistance.
4. Conditioning HOME TBRA eligibility on application to an unrelated health care benefit may undermine the independent purpose and structure of the HOME program.
5. TBRA eligibility should be based on HOME income and housing need requirements, not on denial of assistance from external programs.

CalAIM provides limited housing-related assistance, including one-time security deposit and utility

assistance, to eligible Medi-Cal members with documented health and social risk factors. It is a health care benefit administered through managed care plans and requires that an individual:

1. Be a Medi-Cal member;
2. Be enrolled in a participating managed care plan;
3. Be screened and determined eligible under Community Supports criteria; and
4. Provide documentation of qualifying medical and/or social risk factors.

Additionally, CalAIM assistance:

1. Is targeted to specific high-risk populations;
2. Is not available to all income-eligible renters; and
3. May be subject to plan funding limitations or provider capacity constraints.

While CalAIM provides valuable housing-related assistance, it is a health care benefit administered through managed care plans and requires enrollment, eligibility screening, and plan authorization. These requirements may not align with the timeframe in which rental housing opportunities arise.

Tenant Incentive for Returned Deposits
In addition, staff determined that the well-intended provision allowing tenants who receive at least 80% of their security deposit back to retain 50% of the refunded amount as an incentive for proper unit maintenance may place the City at risk of a HUD monitoring finding and potential repayment obligation. Under HOME regulations, any TBRA funds returned to the City, including refunded security deposits, must be treated as program income and used for eligible HOME activities, such as additional TBRA assistance or other qualifying housing costs (e.g., gap financing for affordable housing developments). Once a tenant vacates the unit and the deposit is returned, those funds are no longer supporting an eligible housing cost. Disbursing a portion of the funds returned directly to the former tenant would constitute a cash incentive rather than an eligible HOME assisted housing expense, which is not permitted under HOME regulations.

Preference for Elderly Applicants
Social Security retirement eligibility varies by birth year, resulting in differing age thresholds for full retirement benefits. To ensure consistency and administrative clarity, staff recommends revising the elderly preference to apply to individuals 62 years of age or older, consistent with HUD's general definition of an elderly person.

Income Eligibility
A review of TBRA programs administered by other HOME participating jurisdictions found that many programs limit eligibility to households earning 60% of Area Median Income (AMI) or below. Though federal regulations allow for up to 80% AMI for eligibility, a more restrictive income threshold ensures that the City's limited HOME resources are directed to households most likely to experience barriers to securing housing, including those at risk of homelessness, families with children, seniors, and veterans. Households within this income range are more likely to face difficulty covering upfront move-in costs such as security deposits and utility deposits, particularly in the current rental market.

This adjustment also aligns the program with common HOME program practices nationwide, where TBRA and housing stability programs frequently target households earning 60% of AMI or below in order to prioritize lower-income households and maximize the housing stability impact of available

federal funds.

Special Consideration Criteria
Staff recommends adding language to the program guidelines that provides special consideration for households experiencing homelessness, at risk of homelessness, or fleeing domestic violence, dating violence, sexual assault, or stalking. The special criteria clarifies the City's intent to align the program with federal housing policy priorities and best practices for housing stability programs.

The revision also strengthens the City's compliance with federal protections, including the Violence Against Women Act (VAWA), which ensures that survivors of domestic violence, dating violence, sexual assault, and stalking are not denied housing assistance due to their circumstances.

Providing special consideration for these households helps ensure that limited HOME funds are used strategically to assist individuals and families facing the highest risk of housing instability. The change also supports coordination with local service providers and regional homelessness response systems, improving access to housing opportunities for vulnerable residents.

HOME-ARP Compliance Requirements
On September 20, 2021, the City was allocated $1,655,186 in HOME Investment Partnerships HOME American Rescue Plan (HOME-ARP) funds in response to the COVID-19 pandemic through HUD. To access the funds, the City developed a HOME-ARP Allocation Plan (Plan) that described the consultation and public participation process used to develop the Plan and outlined how the City would use the funds. The Plan was approved on May 8, 2023 and committed the funds to the operation of the HUB Resource Center (HRC) for supportive services to individuals experiencing homelessness.

To support the housing objectives identified in the Plan, the Plan proposed establishing a TBRA Program with its HOME funds. The City has implemented and completed the activities identified in its HOME-ARP Allocation Plan (Plan), except for the TBRA Program.

To ensure compliance with HOME-ARP requirements and the approved Plan, the City must demonstrate that it undertook reasonable and documented efforts to fulfill its obligations. HUD evaluates HOME-ARP performance based on adherence to the approved Allocation Plan, compliance with applicable regulations and Notice CPD-21-10 requirements, and timely commitment and expenditure of funds. As part of its program review, staff evaluated whether locally established eligibility criteria, though well-intentioned, may have created unintentional barriers to access beyond those required under HUD regulations.

This proactive review is intended to ensure that the TBRA Program is administered consistent with HOME-ARP statutory and regulatory requirements, supports timely expenditure of funds, and does not impose additional eligibility conditions unrelated to federal program requirements.

CDBG Program Committee Recommendations
On March 12, 2026, the Community Development Block Grant Program Committee (Committee) convened to review the TBRA guidelines and recommendations. After careful consideration, the Committee moved to recommend the removal of the CalAIM requirement, defining "elderly" as those 62+ of age, and removing the tenant "reward" incentive to reduce the City's exposure to potential risks, including:

1. A HUD monitoring finding;

2. A determination of poor program performance or failure to meet HOME program objectives

and regulatory requirements; and

3. The risk of future funding loss or repayment obligations for not fulfilling the approved Plan's commitments.

Additional Staff Recommendations
Following the Committee meeting, staff conducted additional research on TBRA program administration best practices and identified the two additional updates that would further strengthen program compliance and effectiveness. These include adjusting the income eligibility threshold to 60% of AMI and adding special consideration criteria for vulnerable households. Staff is bringing these items forward for Council consideration at this time in order to move forward with the program in a timely manner.

HUD evaluates HOME programs based on whether funds are used in a timely, effective, and compliant manner. Program restrictions that result in little or no activity increase the City's exposure to potential compliance findings and funding risks. Because the City is not obligated to continue the TBRA program beyond the FY 2023-2024 allocation, removing these well-intentioned but restrictive criteria will allow the City to meet its remaining obligations related to HOME-ARP funding in accordance with federal requirements. These updates will also enable the City to administer the TBRA program in a manner consistent with HOME regulations while ensuring that limited housing resources are directed to households with the greatest need.

7. ATTACHMENTS

- Attachment A - Staff Report for FY2024 Annual Action Plan
- Attachment B - Staff Report for TBRA Program Guidelines
- Attachment C - Updated Draft Tenant Based Rental Assistance Program Policies and Procedures

Agenda Item

Orange City Council

Item #: 3.28. 4/28/2026 **File #:** 26-0013

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

THRU: **Jarad Hildenbrand, City Manager**

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

1. SUBJECT

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2. SUMMARY

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3. RECOMMENDED ACTION

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    b. Specify definition of elderly persons to 62+;
    c. Update income eligibility to 60% of Area Median Income;
    d. Remove the tenant incentive for returned deposits.
2. Approve adding special consideration to applicants who are:
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    c. Fleeing domestic violence, dating violence, sexual assault, or stalking.
3. Direct staff to update the Tenant Based Rental Assistance Program Policies and Procedures with the recommended changes and submit to the Department of Housing and Urban Development for approval and implementation.

4. FISCAL IMPACT

None.

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Goal 3: Enhance Public Communication Strategy and Quality of Life

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1. A HUD monitoring finding;
2. A determination of poor program performance or failure to meet HOME program objectives

and regulatory requirements; and

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Additional Staff Recommendations
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7. ATTACHMENTS

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Agenda Item

City Council

Item #: 9.1. 5/9/2023 **File #:** 23-0262

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

THRU: **Tom Kisela, City Manager**

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

1. SUBJECT

Public Hearing to consider the FY2023-2024 Annual Action Plan for use of Community Development Block Grant and HOME Investment Partnerships Funding.

2. SUMMARY

Request to approve the funding for proposed public projects, non-profit agency programs and administration under the Community Development Block Grant and HOME Investment Partnerships Program.

3. RECOMMENDED ACTION

1. Approve the draft Fiscal Year 2023-2024 Annual Action Plan and authorize the City Manager or his designee to execute the Fiscal Year 2023-2024 Memorandum of Understanding with City departments, subrecipient agreements with non-profit agencies, and all related U.S. Department of Housing and Urban Development documents.
2. Authorize staff to incorporate comments received at the Public Hearing or make changes if needed into the Annual Action Plan before submitting to the Department of Housing and Urban Development.

4. FISCAL IMPACT

All public projects, programs, and administration will be fully funded by the Community Development Block Grant Fund (310) and HOME Investment Partnerships Program (317).

5. STRATEGIC PLAN GOALS

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

e: Develop and strengthen collaborative partnerships to enhance and promote quality of life programs, projects, and services.

6. DISCUSSION AND BACKGROUND

The City receives annual federal funds from the U.S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG) and the HOME Investment Partnerships (HOME) programs for the benefit of primarily low- and moderate-income residents. The funds are allocated to projects and programs that include street improvements, handicap accessibility improvements, after-school programs, supportive services, and to increase the supply of affordable housing.

Citizen Participation Plan Process

The City advertised the availability of CDBG funds on March 30, 2023, in the Anaheim Bulletin. Two Public Hearings and one Public Meeting were held to solicit input from nonprofit organizations and encourage residents to participate in the Fiscal Year (FY) 2023-2024 Annual Action Plan process. The Action Plan is required annually by HUD and outlines the City's plan for the use of funds in order to receive the funds.

The first Public Hearing was held on February 21, 2023, with the CDBG Committee (Committee) to hear eligible applicant presentations. The subject City Council Public Hearing is the second Public Hearing required for Council consideration and adoption of the funding recommendations made by the Committee. A Public Meeting was held on March 16, 2023, with the Committee during which it deliberated and reached consensus on the proposed funding recommendations presented to City Council with this report.

CDBG

The allocation for CDBG will be $1,034,444. The category limits are based on not-to-exceed caps set by HUD as follows:

- 20% or $206,888.80 for administration
- 15% or $155,166.60 for public service activities
- 65% or $672,390.60 for public facilities projects

This year, the City received a total of 11 applications for a total request of:

- $330,000 for public service activities
- $1,371,981 for public facilities projects

Factors used to determine funding recommendations included:

- Project eligibility
- Program description
- Organizational capacity and experience
- Goals and outcomes
- Budget
- Past performance goals
- Audit review
- Funding local priorities

In order to increase available resources for public services, the Fair Housing Foundation is recommended to be paid out of the administrative category as it is a qualifying expense.

Additionally, a proposal for a public restroom at the El Modena Basin, outside of the application process, was proposed to the Committee for consideration under the Public Facilities category. The Committee voted to recommend the project to Council, along with the funding recommendations for the projects and programs in Attachment 2 of this report.

HOME

The allocation for HOME will be $432,231. The category limits are based on caps set by HUD as follows:

- 10% or $43,223.10 for administration
- 15% or $64,834.65 for CHDO - Community Housing Development Organization nonprofit organizations that are rooted in neighborhoods and support the idea of community-led

revitalization, which the HOME Program and other HUD programs promote.

- 75% or $324,173.25 for developer projects

In FY24, the City will be looking to establish a Tenant Based Rental Assistance (TBRA) Program that will work with local service providers such as the Homeless Resource Center to assist individuals and families in need. The guidelines for the program are being developed and will be brought to Council at a later date for consideration. The recommendation is to identify $150,000 to begin the program in FY24.

Staff recommends the approval of the CDBG funding recommendations and authorization to include the recommendations in the FY2023-24 Annual Action Plan.

7. ATTACHMENTS

- Fiscal Year 2023-2024 Draft Annual Action Plan
- Fiscal Year 2023-2024 CDBG Funding Recommendation Summary

Agenda Item

City Council

Item #: 8.2. 11/14/2023 **File #:** 23-0739

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

THRU: **Tom Kisela, City Manager**

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

1. SUBJECT

Consideration of a Tenant Based Rental Assistance Program for security and utilities deposit rental assistance to be funded out of the HOME Investment Partnerships Program.

2. SUMMARY

The U.S. Department of Housing and Urban Development (HUD) requires the City to prepare a five-year strategic plan, the Consolidated Plan, for Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) funds that includes an Action Plan for use of the funds. The proposed Tenant Based Rental Assistance Program is identified in the City's 2023-2024 Action Plan. The CDBG Committee has recommended allocation of a portion of the City's HOME funding to establish a program that assists qualifying households with security and utility deposit rental assistance.

3. RECOMMENDED ACTION

Direct staff to establish a program that includes:

1. Security deposit assistance to qualifying households.
2. Utility deposit assistance to qualifying households.
3. Participant referral from a supportive services organization serving residents of the City of Orange as part of the qualification criteria for applying for the Tenant Based Rental Assistance Program.
4. A preference criterion (in order of preference):
    a. Current City of Orange resident with intention to continue to reside in the City of Orange;
    b. Families with children under 12;
    c. Veterans with honorable discharge; and
    d. Elderly as defined by the Social Security Administration for full retirement qualification
5. Security and utility deposits be paid directly to the landlord or property manager and any remaining funds at the end of residency be returned to the City as Program Income.
6. The security and utility deposit assistance be defined as a grant, with any remaining funds at the end of tenancy returned by the landlord directly to the City as program income.

4. FISCAL IMPACT

The total expenditure for this program is $150,000 and will be funded through HOME (317) and is

included as part of the approved 2023-2024 City budget and Community Development Block Grant 2023-2024 Annual Action Plan.

5. STRATEGIC PLAN GOALS

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

c: Support and enhance attractive, diverse living environments.

6. DISCUSSION AND BACKGROUND

On March 11, 2021, the American Rescue Plan (ARP) was passed in response to the COVID-19 pandemic. Congress appropriated $5 billion in ARP funds to be administered through the HOME Investment Partnerships Program (HOME) and authorized the Department of Housing and Urban Development (HUD) to distribute the funds to participating jurisdictions (PJ) that qualified for an allocation of HOME funds in Fiscal Year (FY) 2021, of which Orange was a recipient.

On September 20, 2021, the City was notified that it was allocated $1,655,186 in HOME-ARP funds. In order to access the funds, the City developed a HOME-ARP Allocation Plan (Plan) that described the consultation and public participation process that the City engaged in developing the Plan and outlines how the City will use HOME-ARP funds. The Plan was approved by HUD on May 8, 2023.

To meet the housing requirement of the HOME-ARP grant and address some of the housing assistance needed within the City, the Plan proposed to establish a Tenant Based Rental Assistance (TBRA) Program with its annual HOME entitlement funds. A TBRA Program is a rental subsidy to assist individual households afford housing costs such as rent or security deposits.

On May 9, 2023, the City approved $150,000 for a TBRA Program as part of its 2023-2024 Annual Action Plan using HOME entitlement funds. The Annual Action Plan is required by HUD and outlines the City's intent for the use of funds in a given entitlement year.

On September 21, 2023, the CDBG Committee convened to review different options for a TBRA Program based on the below budget breakdown:

- $15,000 for consultant support. As a new program, consultant support will be required to set up the program, develop agreements with applicants, and assist with compliance in the first year;
- $7,500 for City staff time. Staff time for administering the program and code enforcement time for inspecting rental units;
- $127,500 for rental assistance.
- The approximate cost breakdown for assistance is as follows:
    - Security Deposit: $5,100 per household
    - Utility Deposit: $255 per household
    - Month to Month rental assistance: $25,000 - $30,000 (depending on income)

The following comparisons were also taken into consideration:

Month to Month Rental Assistance	Security Deposit Assistance
Funding for approximately 5 households	Funding for approximately 25 households

Requires significantly more staff time to monitor	More sustainable with current staffing as it is a one-time allowance
Continuous until household no longer qualifies - City required to continue assistance	Identified by Fair Housing Foundation as a priority need
Not a loan - no return	Can be returned to City as Program Income at end of residency

The CDBG Committee recommends that the City Council establish a TBRA Program for security and utility deposit assistance because it would assist a greater number of households and would not obligate the City to provide the assistance in perpetuity. Additionally, the Committee voted to recommend that a referral from the Hub Resource Center (HRC) be required to apply for funds and assistance be paid directly to the landlord or management company. Furthermore, the Committee moved to set preference for the following applicants:

1. Current City of Orange resident with intention of remaining in the City of Orange;
2. Families with children;
3. Veterans with honorable discharge; and
4. Elderly as defined by retirement or social security requirements.

To further define the criteria set forth in the preferences, staff recommends including “children under the age of 12” in the criteria for “families with children” and to define elderly as defined by the “Social Security Administration for full retirement age”

to avoid any confusion. Furthermore, staff recommends amending the requirement of a referral from the HRC to a referral from a supportive services organization serving the residents of the City of Orange (i.e. HRC, Housing Authority, Fair Housing, etc.)

Additionally, staff is recommending that any funds to be reimbursed at the end of the tenant’s residency be returned directly to the City as Program Income to be used for future TBRA assistance or affordable housing development projects.

Upon approval, staff will return to the City Council at a later date to amend the 2020-2024 Consolidated Plan to add a TBRA program. The Consolidated Plan is required every five years by HUD and is designed to assist PJs assess their affordable housing and community development needs and market conditions. Moreover, the Consolidated Plan sets the priority goals for the yearly HUD entitlement funds received by the City.

7. ATTACHMENTS

- None.

Tenant Based Rental Assistance (TBRA) Program

Policies and Procedures

Approved City Council:
Approved HUD:

Index by Section

1. Background
2. Definitions
3. Eligibility and Preferences
4. Income Limits
5. Eligible Units
6. Ineligible Units
7. Prohibition Against Duplicative Rental Assistance
8. Ineligible Uses of TBRA Assistance
9. Support Services
10. Determining Income and Allowances
11. Household Identification
12. Residency Requirement
13. Security Deposits - Special Provisions
14. Pet Deposits
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16. Utility Deposits
17. Utilities
18. Non-Refundable Fees
19. Inventory Checklists and Major Tenant Responsibilities Regarding Security Deposits
20. Re-certification
21. Occupancy Standards
22. Tenant Selection
23. Local Preferences
24. Conflict of Interest
25. Key Processing Steps for Initial Program Start Up
26. Eligibility and Income Calculations
27. Approving Rental Unit and Lease
28. Rent Reasonableness
29. Execution of Lease, and Lease Addendum
30. Annual Lease and Reexamination Activities
31. On-Going Program Responsibilities
32. Lease Enforcement and Termination of Tenancy
33. Due Process
34. Portability and Moving
35. Program Monitoring and Evaluation
36. Live-In Aide Requirements
37. Lead-Based Paint

These guidelines establish the policies and procedures governing the City of Orange HOME Tenant Based Rental Assistance (TBRA) Security Deposit Assistance Program. The program is designed to help income-eligible households secure safe, decent, and sanitary housing in the private rental market by providing one-time assistance with security deposits and utility deposits.

1. Background

The City of Orange receives its funding for the Tenant Based Rental Assistance (TBRA) Program from the United States Department of Housing and Urban Development (HUD) under the HOME Investment Partnerships program (HOME). The City is authorized by federal regulations to develop and operate HOME eligible housing programs for low-income households and families. The City must ensure compliance with federal laws, regulations, and notices, and must establish policies and procedures to ensure consistency in program operation and compliance with established regulations.

a. Purpose and Use

The attached program guidelines have been developed to facilitate the efficient and effective operation of the HOME TBRA Security deposit program for the City of Orange. The TBRA program will be administered by a contract entity, currently Neighborly Software. Funding for this program is provided under Title II of the National Affordable Housing Act (1990) through the HOME Investment Partnerships Program (HOME). The City sets-aside a portion of its HOME allocation to provide assistance to persons at-risk of, or currently experiencing homelessness, with the following preferences:

- Current resident of the City of Orange with the intention to remain in the City of Orange.
- Families with children under 12.
- Veterans with a valid DD-214 (honorable discharge); and
- Elderly persons 62+ years of age

b. Primary Objective

The primary objective of the TBRA program is to assist eligible applicants to secure safe, decent, and sanitary housing in the private rental market in the City of Orange. This program assists residents in need with the ability to access housing using security deposit assistance for rental housing. This will give households the ability to remain in the City of Orange while, at the same time, accessing more affordable move-in costs.

c. Equal Opportunity

The City of Orange's HOME TBRA Security Deposit program is a federally funded program through federal HOME Investment Partnership Funds. This is an equal opportunity program. The City does not discriminate based on race, color, ethnicity, or national origin, sex, religion, age, marital or familial status, sexual orientation, or disability in the provision of its services.

The program will comply with all applicable federal civil rights and fair housing laws, including the protections provided under the Violence Against Women Act (VAWA).

2. Definitions

a. AMI: Annual Median Income is a group of charts that are prepared annually for all the Counties and metropolitan areas in the US. The charts document income levels for various federal programs. The charts are broken down into extremely low, very low income, low income, 80% of median, and median income.

b. Case Manager: A case manager coordinates various services on behalf of an individual or family that needs assistance.

c. CFR: The Code of Federal Regulations (CFR) is the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the *Federal Register* by the executive departments and agencies of the federal government of the United States.

d. Elderly Participant: Those persons 62+ years of age.

e. Disabled Participant: Those persons as defined by 24 CFR 5.403, including individuals with a physical or mental impairment expected to be long term or that substantially limits one or more major life activities.

f. Family Obligations: Formal document executed between the City and all adults living in the household. This contract spells out all the obligations that the City and the participant's household will be responsible to maintain the HOME TBRA security deposit.

g. FMR: Fair Market Rent is a payment standard that is set for each county/metropolitan area in the nation that establishes a fair market rent for all rental units by bedroom size and unit type. The rent standard is calculated for the base rent and the average cost of utilities for modest rental housing units.

h. HAP: Housing Assistance Payment is a contract between a tenant that is on a rental assistance program and the landlord that is providing a rental unit. The HAP contract spells out the terms of the agreement for the landlord to receive a monthly subsidy.

i. HCV: The Housing Choice Voucher Program is a federally funded rental assistance program that provides "tenant-based" rental assistance so a tenant can move from one unit of qualified housing to another. The tenant pays at least 30% of their adjusted gross household income toward the rent and the voucher pays the balance of the rent up to HUD's Fair Market Rent established for the area.

j. HOME: The HOME Investment Partnerships Program (HOME) is a type of United States Federal assistance provided by the U.S. Department of Housing and Urban Development (HUD) to Participating Jurisdictions in order to provide decent and affordable housing, particularly housing for extremely-low and very low-income Americans. It is the largest federal block grant to states and local

governments designed exclusively to create affordable housing for low-income families.

k. **HQS/NSPIRE:** Housing Quality Standards inspection was developed by HUD to set a national minimum housing standard for many of the housing programs funded by the agency. Beginning October 1, 2024, Housing Quality Standards will be replaced by NSPIRE standards.

l. **Rent Limits:** The official listing of maximum unit rents by bedroom size and type of building. The Payment Standard is broken down by city or geographic area.

m. **SNAPS:** The Supplemental Nutrition Assistance Program (SNAP), formerly known as the Food Stamp program, provides financial assistance for purchasing food to low-income and no income people living in the U.S. It is a federal aid program, administered by the U.S. Department of Agriculture, though benefits are distributed by individual U.S. states.

n. **SRO:** Single Room Occupancy. A single room occupancy (more commonly SRO, sometimes called single resident occupancy) is a multiple tenant building that houses one or two people in individual rooms (sometimes two rooms, or two rooms with a bathroom or half bathroom), or to the single room dwelling itself. SRO tenants typically share bathrooms and/or kitchens, while some SRO rooms may include kitchenettes, bathrooms, or half-baths. Although many are former hotels, SROs are primarily rented as permanent residences.

o. **TANF:** Temporary Assistance for Needy Families (TANF) is one of the United States of America's federal assistance programs. It began on July 1, 1997, and succeeded the Aid to Families with Dependent Children (AFDC) program, providing cash assistance to indigent American families with dependent children through the United States Department of Health and Human Services. This cash benefit is often referred to simply as "welfare."

p. **TBRA Security Deposit Grant:** The security deposit assistance will be made in the form of a grant. The terms and conditions of the grant will be set out in the TBRA Security Deposit Grant Agreement.

3. Eligibility and Preferences

HOME-eligible households referred by Continuum of Care providers for TBRA Security Deposit assistance are preferred but not required. Eligibility will be determined according to program requirements and local preference criteria outlined in Section 12.

In addition, the City has the current four (4) preferences. Preferences may be single or additive:

- Current residents of the City of Orange with the intention to continue residing in the City of Orange.
- Families with children under 12.
- Veterans with a valid DD-214 (honorable discharge); and
- Elderly persons 62+ of age

4. Income Limits

HOME TBRA is limited to households who are income eligible, which is here defined as being below 60% of median income by household size. Each year, 100% of the City's HOME TBRA funds will be used to assist households whose incomes do not exceed 60 percent of Area Median Income (AMI), as established annually by HUD. The area median income is adjusted for household size as defined by the federal HOME Income Limits, established every year by HUD.

Eligibility will be verified prior to entering an agreement to receive TBRA funds. If a tenant or tenant family with verified income is on a TBRA waitlist for more than three months, income eligibility will be re-verified by program staff prior to receiving assistance in order to ensure that they still meet income eligibility for the program.

5. Eligible Units

Tenants who receive assistance from the City of Orange's HOME TBRA can choose from any housing unit if that rental unit:

1. Meets HUD Housing Quality Standards (HQS), or a subsequent standard such as NSPIRE.

2. Has a rent that is reasonable when compared to similar unassisted units in the area ("rent reasonableness").

3. Complies with all applicable lead-based paint requirements for units built before 1978, including visual assessments, paint stabilization, and remediation when required.

4. Households may select units developed or rehabilitated with HOME assistance. However, the City may not, and will not, require TBRA assisted households to select a HOME unit as a condition of receiving TBRA.

6. Ineligible Units

1. TBRA may not be used to assist a resident owner of a cooperative or mutual housing unit when that resident is recognized by state law as a homeowner.
    a. However, under the provisions of some cooperative or mutual housing agreements, the units are considered rental housing under state law. The residents of this rental housing may receive TBRA.
    b. Under any circumstance, a tenant who rents from an owner of a cooperative or mutual housing unit may receive HOME TBRA.

2. HOME TBRA may not be used to prevent the displacement of tenants from projects assisted with Rental Rehabilitation Program funds.

3. PJs may not provide HOME TBRA to homeless persons for overnight or temporary shelter.

4. HOME TBRA may not duplicate existing rental assistance programs that

already reduce the tenant's rent payment to 30 percent of income. For example, if the household is already receiving assistance under the Section 8 Program, the household may not also receive assistance under a HOME TBRA program.

a. However, the household may still receive HOME TBRA Security Deposit assistance only if there is no other (Section 8/Housing Voucher) assistance program available.

5. The intent of TBRA funds is meant to temporarily assist families and individuals to obtain self-sufficiency and not to make mortgage payments. Therefore, rent-to-own leases, in which monthly rental assistance payments are used as mortgage payment, are not permissible. Landlords cannot be related to the participant or any other member of the household. This includes parents, grandparents, aunts, uncles, or blood relatives. Exceptions to this rule may be granted on a case-by-case basis where the tenant has very special housing needs and the only way to accommodate these needs is through a family member or relative providing the rental unit. This process must be fully disclosed to the City and its Contractor, Neighborly, for review and approval. The applicant and their Case Manager must present the request, in writing, explaining the situation.

7. Prohibition Against Duplicate Assistance

Participating households cannot receive TBRA, including security deposit assistance, if they are receiving assistance under another federal, state, or local program IF the HOME subsidy would result in duplicate subsidies.

8. Ineligible Uses of TBRA Assistance

TBRA assistance cannot be used in the following instances:

1. TBRA assistance cannot make commitments to specific owners for specific units/projects. Tenants must be free to use assistance in any eligible unit.
2. TBRA assistance cannot assist resident owners of cooperative housing that qualifies as home ownership housing. TBRA may, however, be used by a tenant who is renting from a cooperative unit owner.
3. TBRA assistance cannot pay cost overruns, such as late fees.
4. TBRA assistance cannot prevent displacement of or provide relocation assistance to tenants as a result of activities other than the HOME Program.
5. TBRA assistance cannot provide TBRA to homeless persons for overnight or temporary shelter. The HOME TBRA security deposit assistance must enable the homeless person to rent a transitional or permanent housing unit that meets Housing Quality Standards (HQS) or subsequent standard, such as NSPIRE.

9. Support Services

The City of Orange does not require participation in supportive services as a condition of receiving TBRA security deposit assistance. However, the City encourages households to connect with local service providers that may assist with housing stability, employment, health services, or other supportive resources.

Applicants may apply for TBRA assistance directly through the City or its Contractor, or they may be referred by an approved social service provider, including City or County service agencies, nonprofit service providers, or healthcare-based programs such as CalAIM.

Referrals from service providers are encouraged but not required for program eligibility.

10. Determining Income and Allowances

The City of Orange, and Neighborly, will use the HUD Technical Guide for Determining Income and Allowances for the HOME Program and HUD 24 CFR Part 5, Subpart F for determining annual household income for all program participants.

11. Household Identifications

Every household member is required to provide two pieces of identification (both adults and children). Acceptable forms of identification include birth certificates, social security cards, state issued IDs, and driver's licenses. Copies of these identifications will be kept in the tenant's file. Photo IDs are required for all adult members of the household. For those experiencing homelessness, alternative documentation may be accepted where standard identification is unavailable.

12. Residency Requirement

Preference may be given to applicants who are current residents of the City of Orange and intend to remain within the City.

The City recognizes that individuals and families experiencing housing instability may need to relocate in order to secure safe and stable housing. Therefore, applicants who are not currently residing in the City of Orange may still be eligible for assistance if they are seeking to secure housing within the City. The City will administer this preference in a manner consistent with all applicable federal and state fair housing laws, including protections for survivors under the Violence Against Women Act (VAWA).

Special consideration may be provided to applicants who are:

- Experiencing homelessness
- At risk of homelessness
- Fleeing domestic violence, dating violence, sexual assault, or stalking
- Referred through a Continuum of Care or other service provider assisting vulnerable households

All applicants receiving assistance must ultimately secure an eligible rental unit located within the City of Orange.

13. Security Deposits - Special Provisions

HOME TBRA funds may be used to provide security deposit assistance for eligible participants to enable access to safe, decent, and sanitary housing in the private rental market. The maximum security deposit assistance provided under this program shall not exceed one month's contract rent or the maximum security deposit allowed under California law, whichever is lower.

Security deposits will be paid directly by the City, or its Contractor, to the landlord or property manager on behalf of the participant.

Security deposit assistance is provided with the understanding that the funds remain HOME program funds. Any portion of the security deposit refunded by the landlord at the termination of the tenancy must be returned to the City of Orange. Returned funds will be recorded as HOME program income and must be used for other eligible HOME activities in accordance with 24 CFR 92.503.

Participants must agree, as a condition of assistance, that any security deposit refund issued by the landlord will be made payable to the City or its Contractor.

14. Pet Deposits

HOME TBRA funds, including security deposit assistance, cannot be used to pay pet deposits. The tenant will have to use their own funds to pay a pet deposit.

15. Service Animals

A service animal is not considered a pet. Any applicant that has a service animal or expects to acquire one during the time they will be assisted by the HOME TBRA security deposit assistance program will have to provide certification from a medical doctor or a psychologist that the animal is acting in the capacity of a service animal. In most cases, a landlord cannot charge a pet deposit for a service animal. The tenant is responsible for any damage done to the rental unit by the service animal.

16. Utility Deposits

HOME TBRA funds may also be used to provide assistance for required utility deposits necessary to establish utility service for an approved rental unit. Utility deposit assistance may be provided in conjunction with security deposit assistance

Eligible utility services may include:

- Electricity
- Natural gas
- Water
- Sewer
- Trash collection

Utility deposit assistance is limited to a maximum grant of $500 per household and is available only one time per participating household.

Utility deposits will be paid directly to the utility provider on behalf of the participant upon submission of documentation verifying the required deposit amount and confirmation that the utility account will be established for the rental unit.

Because these funds are HOME program funds, any refund of the utility deposit issued after service termination must be returned to the City of Orange. These returned funds will be treated as HOME program income and used for eligible HOME activities in accordance with 24 CFR 92.503. Participants receiving assistance must acknowledge this requirement and agree to cooperate with the City and its Contractor to ensure that any refunded utility deposits are returned to the City.

17. Utilities

If the participant is leasing a rental unit where they will be responsible for paying for the utility service, they must bring the City, or its Contractor, written verification that the participant can connect the service in their name prior to moving into the rental unit. It is important that the head of household, co-head of household, or another adult living in the household will have utility service connected in their name. The City, or its Contractor, will not permit utility service to be connected in a minor child's name or any other person that is not a member of the household. If these provisions cannot be met, then the City, or its Contractor, will require that the participant secure a rental unit that has all utilities paid by the landlord.

18. Non-Refundable Fees

Nonrefundable fees cannot be paid from TBRA program funds. There may be charges in addition to the security deposit at the time tenancy begins. These charges may be reasonable and nonrefundable. A cleaning fee, for example, does not negate the obligation of the tenant to maintain the unit in a normal sanitary manner. These non-refundable fees or charges are separate items from the security deposit and, as such, are not covered by the security and utility deposit provisions above.

19. Inventory Checklists and Major Tenant Responsibilities Regarding Security Deposits

In order to protect the deposit and assure its return upon moving out (whether or not program funds are used), the City, or its Contractor, will assist the household to understand their responsibilities as summarized below:

1. Complete an Inventory Checklist at the start of occupancy (within seven days of move in).
2. Give the owner a forwarding address within four days after moving out. If the tenant does not do this, the right to an itemized list of damages from the owner is forfeited. However, this requirement only applies if the owner has informed the tenant of this requirement in writing within 14 days after the tenant has moved in.
3. Respond in writing if the participant disputes the charges against the security deposit within 7 days of receipt of notice. It is a good practice to retain some type

of proof of mailing.

20. Re-certification

Recertification does not apply to HOME TBRA security deposit assistance programs only.

21. Occupancy Standards

The City, or its Contractor, occupancy standards are based on the following table:

Rental Assisted Unit Bedroom Size	Number of Persons	
	Minimum	Maximum
1	1	2
2	2	4
3	3	6
4	5	8

In addition, household composition is considered, and unit size is also based on the following:

Unit Size	Family Composition
1	1 adult or 2 adults (couple)
2	2 adults of the same or opposite sex living together in a non-conjugal relationship
2	1 adult and 1 child
2	2 adults (couple) and 1 child of any age
2	1 adult and 2 same-sex children
2	1 adult or a couple and 2 opposite sex children, both under 6 years of age

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3	1 adult or a couple and 2 opposite sex children when one child is at least 6 years of age
3	1 adult and 3 same sex children or opposite sex children all under 6 years of age
3	2 adults (couple) and 3 children

3	1 adult or a couple and 4 children (either all the same sex or any combination) where 2 children of the opposite sex will not share a bedroom unless both are under the age of 6
4	1 adult or a couple and 4 children, 3 of the same sex and 1 of the opposite sex, when all children are at least 6 years of age
4	1 adult or a couple and 5 to 7 children, providing children do not have to share a bedroom with the parent(s) or with a child of the opposite sex when either is over the age of 6 years

22. Tenant Selection

The City of Orange will maintain a waitlist for the HOME TBRA program. The City will partner with its continuum of care partners to ensure that eligible households experiencing homelessness or at risk of homelessness are identified, screened for eligibility, and assisted in being placed on the waitlist. All tenant selection activities will comply with applicable HOME regulations and fair housing requirements. Questions related to the Tenant Selection and Outreach Strategy should be directed to the Housing Manager.

To qualify for assistance an applicant must meet the following general requirements:

1. Household income must fall at or below 60% of AMI. Applicants must secure an eligible rental unit located within the City of Orange.
2. The applicant and all adult members of the applicant's household must sign and agree to the program's terms and conditions.
3. All household members must provide two (2) forms of valid identification.
4. No member of the household shall be or is subject to a lifetime registration requirement under a State sex offender registration program.
5. No member of the household has been evicted from federally assisted housing for drug-related criminal activity within the last three years (unless they have completed a supervised drug rehabilitation program).
6. Anyone the PHA has reasonable cause to believe is currently engaging in illegal drug use.
7. No member of the household has been convicted of the manufacturing or the sales of methamphetamine on federal property.
8. Applicants on a waitlist are required to update their contact information while their name is on the waitlist.

When the number of eligible applicants exceeds available funding, the City or its Contractor will maintain a waiting list. Applications will be placed on the waiting list in the order they are received and determined eligible.

Applicants selected from the waiting list will be prioritized according to the local

preferences described below. If multiple applicants share the same preference category, selection will be made based on the date and time the completed application was received.

23. Local Preferences

The Housing Manager may give an applicant preference once their name is on the waitlist due to severe emergency situations where the applicant or member of the applicant's household has a medical or emergency situation that warrants them being moved to the top of the waitlist.

Applicants on the waitlist will be prioritized based on the following local preferences:

1. Current residents of the City of Orange who intend to remain in the City.
2. Applicants experiencing homelessness or at risk of homelessness.
3. Applicants fleeing domestic violence, dating violence, sexual assault, or stalking.
4. Applicants referred through a Continuum of Care or other approved service provider.

Within each category, applicants will be placed on the waitlist based on the date and time their completed application was received.

24. Conflict of Interest

The City of Orange will comply with the conflict of interest provisions of the HOME Investment Partnerships Program regulations at 24 CFR 92.356. No employee, officer, elected official, or agent of the City or its Contractor who exercises or has exercised any functions or responsibilities with respect to HOME activities, or who is in a position to participate in a decision-making process or gain inside information regarding these activities, may obtain a financial interest or benefit from the program. Any potential conflict must be disclosed and may require a written exception from HUD.

25. Key Processing Steps for Initial Program Start Up

Step 1: Marketing and Outreach Activities

a. Public Announcement of Program.
b. Outreach to Referring Agencies and to Eligible Households.
c. Outreach to Prospective Owners.

Step 2: Accept Applications

a. All applications must be in writing on a form prescribed by the City or its Contractor. The application includes information that enables the City or its Contractor to determine household income and eligibility.
b. Each application received must be reviewed for completeness and to determine if the applicant is eligible. Neighborly, the City's contractor, may elect to fully determine eligibility at the time the household makes application, or make the determination when the household is drawn from the waitlist.
c. If an applicant is determined to be ineligible, they will be notified in writing. The written notice will identify the reason(s) the household is ineligible and state that the applicant has 10 days from the date of the notice to request an informal review of the decision.

d. A tenant file will be created for each application. This file will ultimately contain the application, documentation of the household's eligibility, copies of program forms, unit information, correspondence, etc.

Step 3: Determine Eligibility

Applicants are selected from the waiting list in the order established by the City's contractor, based on its adopted preferences. To determine a household's eligibility, the Grantee must verify:

a. The household's *eligibility status*. Eligibility is not always verified at the time of application, but it must be verified before the household receives assistance.
b. The household's *size and composition*. This enables the Contractor to determine the unit size for which the household qualifies.
c. Household income and adjustments to income. This enables the Contractor to determine if the household is income eligible. Verification of the information provided by the household can be accomplished through a variety of sources and documents.

Step 4: Issue Approval for Deposit Assistance

The issuance of approval authorizes the amount and timing of deposit assistance. The issuance involves working directly with the applicant on finalizing the required documents, getting signatures, and having a counseling session to brief the household on the rights, amounts, and responsibilities and obligations of assistance. The briefing will cover:

a. Roles and responsibilities of the applicant, household members, owner, and the City's Contractor.
b. Security deposit policy, including how much may be charged, who pays, and who receives any refund.
c. Issuance Period and Extension Policies, and what happens in the event the lease is not executed and/or the family fails to take possession of the unit, including events such as failure to provide required appliances and to have utilities turned on in the tenant (participant's) name.
d. Role of HQS/NSPIRE standards in unit approval and procedures for submitting the rental unit information form.
e. Households should be counseled against signing any lease or moving into a unit until the unit has been approved by the City's contractor.
f. Lead-Based Paint information.
g. Prohibited Lease Provisions/Lease Addendum
h. Fair housing information, including any search assistance that may be available, and the process for filing a complaint in the case of discrimination.

Step 5: Unit/Lease Approval

Once the household has located a unit and the owner has agreed to participate, the household and the owner jointly submit the Request for Unit Approval/Rental Unit Information form. The submission of this document triggers the inspection, deposit negotiations and review of the owner's lease.

a. Housing Quality Standards: Each unit must be inspected to confirm that it

meets HQS or NSPIRE if after October 1, 2024. If the unit initially fails HQS, the owner may be given a reasonable amount of time to correct deficiencies, or the participant may elect to look for another unit.

b. Rent Determination: The rent for each must be determined to be reasonable when compared to comparable, unassisted units. See above for key components of Rent Reasonable determination.
c. Lease Review: The City, or its Contractor, must review the owner's lease to assure that it does not include any of the prohibited lease provisions. The Lease Addendum provided by the City is required for all HOME TBRA-assisted units, including security deposit assistance.
d. Final Subsidy Calculation: Once the unit has been approved, a final subsidy calculation is required to determine the amount and type of deposit assistance.

Step 6: Contract/Lease Execution

The Lease Agreement and Lease Addendum are executed by and between the tenant and owner only. At this time, The City's Contractor can provide the security deposit on behalf of the participant and any necessary final corrections can be made to the security documents ("loan") executed by the participant and the City/Contractor.

26. Eligibility and Income Calculations

As previously stated, the City's Contractor, Neighborly, will determine annual household income in accordance with HOME regulations at 24 CFR 92.203, which require the use of income definitions set forth in 24 CFR Part 5 (Section 8 definition of annual income). Neighborly will also follow guidance provided in HUD's Technical Guide for Determining Income and Allowances under the HOME Program. Income will be verified in the following ways:

1. Third Party Verifications: Request for written income verification from the tenant's employer or other income source; must be pre-approved by the applicant.
2. Review of Documents: Documents include but are not limited to benefit award letters, pay stubs, bank statements, and income tax returns.
3. Self-Certification: This is the least preferred method but may be used if no other sources are available.

27. Approving Rental Unit and Lease

Once the participant has located a unit and the owner has agreed to participate, the household and the landlord jointly submit the Request for Unit Approval. The processing staff are available to discuss the program with prospective landlords to answer questions and review the rental documents and procedures for the provision of security deposit assistance. Units identified by the program participant must be acceptable under the TBRA HOME guidelines. The following guidelines apply:

1. Rent Reasonableness

   The subsidized rent and unsubsidized rents charged for comparable units are similar. Neighborly will use the Rent Reasonable checklist provided by HUD. Rental

units that are found to be out of compliance with the HUD Rent Reasonableness standards will be rejected, and the applicant will be asked to identify another suitable rental unit. The City or its Contractor will maintain documentation supporting rent reasonableness determinations in the participant file, including information on at least three comparable unassisted rental units and the factors used in determining comparability, such as location, unit size, condition, amenities, and utilities.

2. Housing Conditions

HQS/NSPIRE will be applied to all units assisted with HOME TBRA funds. Enforcement of local codes may be applied in addition to HQS standards.

Contractor staff will schedule initial inspections, including a lead visual assessment, with landlords upon receiving and approving a completed and signed Request for Unit Approval from the participant and landlord. The Contractor will schedule the inspection with the landlord. Landlords will be notified in writing of the inspection violations. If the landlord is not willing to correct the violations cited and to make the unit ready for move-in in a reasonable amount of time, the participant will be given a new Landlord packet and be asked to look for another rental unit. The HOME Program regulation requires that all units assisted with HOME funds meet HQS/NSPIRE standards.

For HOME TBRA Security Deposit assistance only, annual HQS/NSPIRE inspection standards do not apply.

3. Size Requirement

The City's program will use the Occupancy Standards in determining unit size for each household. Occupancy Standards are found in Section 20.

4. Lease Approval

The lease must comply with all the requirements in 24 CFR 92.253 (Tenant and Participants Protection).

Prohibited lease terms. The lease may not contain any of the following provisions:

(1) *Agreement to be sued.* Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;

(2) *Treatment of property.* Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law;

(3) *Excusing owner from responsibility.* Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;

(4) *Waiver of notice.* Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;

(5) *Waiver of legal proceedings.* Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
(6) *Waiver of a jury trial.* Agreement by the tenant to waive any right to a trial by jury;
(7) *Waiver of right to appeal court decision.* Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease;
(8) *Tenant chargeable with cost of legal actions regardless of outcome.* Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses; and
(9) *Mandatory supportive services.* Agreement by the tenant (other than a tenant in transitional housing) to accept supportive services that are offered.

Once a unit meets City code and HQS/NSPIRE, the landlord must provide a copy of the proposed lease to the City's Contractor, who will review the lease to assure that it does not include any of the prohibited lease provisions as outlined in 24 CFR Part 92 and 92.253(b).

28. <u>Rent Reasonableness</u>

TBRA assisted units must rent for a reasonable amount, compared to rents charged for comparable, unassisted units. The City, through its Contractor, must document the basis for their rent reasonableness determinations. The prescribed form provides a rent analysis for three (3) comparable unassisted units. Key components of a comparability analysis include:

1. Location in Community: In many markets' location is the key determinant of housing price (i.e., good/safe neighborhood, close to schools/bus routes, etc.).
2. Size: Only units of comparable size (both in terms of number of bedrooms and square footage) should be used.
3. Rent for Unit: Amount of rent being charged by owner.
4. Utilities Included: Consider the type and fuel source of utilities.
5. Condition: Only units in similar condition should be compared.
6. Amenities: Consider such amenities as garage, appliances, and lot size.

29. <u>Execution of Lease, and Lease Addendum</u> Once the unit has been verified to have passed and the lease has been reviewed and approved, the tenant and landlord can execute the lease and lease addendum, providing an original copy to the City's Contractor (Neighborly). The HOME deposit assistance will not go into effect until the unit passes HQS and all above referenced documents are signed and returned, providing, of course, that deposit assistance can be processed concurrently with lease and lease addendum execution where that is possible.

30. Annual Lease and Reexamination Activities These do not apply to the HOME TBRA Security Deposit only program. However, all Violence Against Women Act (VAWA) protections, including the VAWA lease addendum, continue to apply to all assisted households.

31. On-Going Program Responsibilities On-going Contractor program responsibilities include:

1. Perform program duties, such as processing applications, maintaining files, processing deposit returns.
2. Take referrals from authorized referral agencies, such as City or County social services, or through CalAIM when that program is available.
3. Maintaining a wait list when the number of applicants exceeds available funding. If the wait list time to be served exceeds two (2) years, the wait list may be closed through a public process.
4. Monitor the state of the wait list. When the list is less than two (2) years long, use the appropriate public process to reopen list if it has been closed.
5. Maintain records in accordance with federal and state records retention requirements, answer correspondence, assist the City, auditors, and program monitors as required.

32. Lease Enforcement and Termination of Tenancy

Neither the City, nor its contractors are a party to the tenant/landlord lease and will not be obligated to enforce or intervene in a tenant/landlord dispute and is not a party to any eviction process.

33. Due Process

The City or its Contractor will work with program participants who are experiencing problems that may threaten their housing stability. Participants are expected to observe and abide by all the rules of the TBRA program; when a participant or a member of the participant's household violates one or more of these rules, there are two levels of review that can apply, depending on the situation.

1. HUD Requirement for Due Process

   HUD regulations at 24 CFR 92.209 and 24 CFR 92.253 requires "due process" be given to any participant whose rental assistance has been terminated because of program rule violations. Due process must consist of, at a minimum, the following steps as stated in the regulation:

   a. Written notice to the participant containing a clear statement of the reason for termination.

   b. A review of the decision, in which the participant is given the opportunity to present written or oral objection before a person other than the person (or a subordinate of the person) who made or approved the termination decision; and

   c. Prompt written notice of the final decision to the participant.

2. Informal Hearings

Based on the above, The City's Contractor, Neighborly, has a procedure whereby a participant who has been denied assistance or had the assistance terminated can appeal the termination. The following steps are required to initiate and conduct the informal hearing.

a. The participant must submit a written request requesting an appeal of the household's termination from assistance. Normally the participant responds by filling out a form that is attached to or is a part of the letter sent informing the participant of the termination.

b. On receiving a written request for an appeal and the informal hearing is scheduled. staff person responsible for initiating the termination is mandatory. All other relevant persons, who may include the participant's case manager, the landlord and any other persons who have first-hand knowledge or documentation of the issues involved – witnesses, in other words - are invited. The participant may be represented by legal counsel at his or her own expense and may bring up to two additional persons to act as witnesses.

c. Paragraph (2) of the HUD regulation establishing the due process requirement requires that an impartial person preside over the informal hearing. An impartial person is unfamiliar with the participant personally, has no prior knowledge of the issues that lead to the termination, and has no personal interest in seeing it resolved one way or another. This person is known as the Hearing Officer.

d. The Hearing Officer will preside by examining all written and electronic documentation, hearing the testimony of all witnesses, and making the final decision on the appeal. The role of the staff person processing the file/assistance is to facilitate the presentation of evidence and to show how it was determined that termination was the appropriate step. The staff person will provide an agenda for the informal hearing and provide access to relevant records to everyone present at the meeting. Witnesses present will be called upon by the person presiding to present evidence.

e. The presiding person should attempt to render a decision while the participant is still in attendance. If this is not feasible, the decision must be issued within five working days, and a letter will be sent to the participant documenting the final decision. The hearing decision is final and there are no further appeals process available.

3. Termination from Assistance Without Hearing or Due Process

Some actions by program participants can result in automatic termination from assistance without the need for a hearing or due process. Generally, these situations involve the participant's absence from the assisted unit, either because of long-term incarceration or because the participant has abandoned the unit voluntarily without giving notice.

34. Portability and Moving

There is no portability of HOME TBRA security deposit assistance outside the City of Orange..

35. Program Monitoring and Evaluation

The City or a subcontractor will conduct periodic and annual examination of the HOME TBRA program to ensure program compliance to these program policies and procedures and to ensure compliance with HOME regulations. Staff will conduct compliance monitoring and will issue reports and findings to the Director. Compliance monitoring reviews will be focused on the
following areas:

1. Compliance with policies set forth in this document, including but not limited to:
   i. Accuracy of rent calculations
   ii. Organization of participants file and timing of annual recertification
   iii. Documentation and accuracy of calculating household income and income derived from assets.
   iv. Accuracy of Contractor billings to HOME
   v. Accuracy of security and utility deposits
   vi. Soundness of Rent Reasonableness surveys
2. Compliance with local, state, and federal, fair housing laws and ordinances, including landlord discrimination complaints and Fair Housing violations.

Record Retention: The City of Orange and its Contractor will maintain program records in accordance with the HOME Investment Partnerships Program recordkeeping requirements under 24 CFR 92.508. Records related to program administration and participant eligibility will be retained for the period required by federal regulations and will be made available for review by the City, auditors, and the U.S. Department of Housing and Urban Development upon request.

36. Live-In Aid Requirements

The City and its Contractor has adopted the following guidelines related to live-in aides:

1. Definition of Live-in Aide: HUD 24 CFR 5.403
   A person who resides with one or more elderly persons or nearly elderly persons or persons with disabilities and who:
   a. Is determined to be essential to the care and well-being of the persons.
   b. Is not obligated for the support of the persons; and
   c. Would not be living in the unit except to provide the necessary supportive services.
   d.

2. Essential Care
   A medical doctor, psychiatrist, or a non-medical agency that provides services to people with disabilities, such as a Center for Independent Living, will have to provide written documentation that the TBRA participant needs the services of a live-in aide. The recommendations should be from a professional that is familiar with the participant and have direct medical or professional experience in the areas related to the participant's disability. The written documentation needs to define:
   a. the duration of the services (short-term or long-term care), and
   b. level of daily care that the person with a disability needs to be able to live in an independent apartment or home setting (i.e. hours of care needed in a 24- hour period), and
   c. skill level of live-in aide (i.e. any specialized medical certification or training needed by the live-in aide to meet the needs of the participant)
   d. The written documentation needs to be on official letterhead from the medical professional or agency making the recommendation. The documentation needs to be dated within 60 days from the date that the services of the live-in aide will be required. The documentation should also give full contact information if there are questions concerning the recommendations.

3. Determining the Residence of the Live-in Aide
   The City requires that the services of the live-in aid must be at an "arm's-length transaction" between the participant and the live-in aide. The aide must not have been a member of the participant's household prior to becoming the personal care aide.

4. Relatives as Live-In Aides
   A person that was or is a member of the participant's household does not qualify as a live-in aide. If the participant wants to engage the services of a relative, the City requires that the participant certify that:
   a. The live-in aide is qualified to provide the needed care.
   b. The live-in aide was not part of the household prior to the participant enrolling in the TBRA program.
   c. There is no other reason for the aide to reside in the unit other than to care for the participant (i.e. the individual can demonstrate they have a previous residence they left in good standing).
   d. The aide and the participant will maintain separate finances.

If a participant has a family member or member of the participant's current household that wishes to provide services for the TBRA participant and the family member does not meet the live-in aide requirements outlined above, this family member can be part of the household, but their income will be counted as part of the household income.

38. <u>Lead-Based Paint</u>

The program will ensure compliance by conducting both an HQS and a Lead-Based Paint visual assessment of units identified by applicants in their Request for Tenancy Approval.

The Lead-Based Paint inspection will consist of a visual assessment for deteriorated paint (cracking, scaling, peeling, or chipping paint as well as visible dust, debris and paint chips) and will include verification that the owner has stabilized each deteriorated paint surface in accordance with §35.1330(a) and §35.1330(b) before occupancy of a vacant dwelling unit.

Agenda Item

Orange City Council

Item #: 3.29. 4/28/2026 **File #:** 26-0202

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Trang Nguyen, Finance Director**

1. SUBJECT
Single Audit Report of Federally Assisted Grant Programs for the Fiscal Year ended June 30, 2025

2. SUMMARY
Financial and Compliance Reports provided by LSL, LLP, independent auditors, as a result of their audit of federally funded grant programs for the fiscal year ended June 30, 2025.

3. RECOMMENDED ACTION
Receive and file.

4. FISCAL IMPACT
None.

5. STRATEGIC PLAN GOALS
Goal 2: Enhance Economic Development and Achieve Fiscal Sustainability
Objective 2.9: Create a fiscal sustainability plan

6. DISCUSSION AND BACKGROUND
LSL, LLP (LSL), an independent certified public accounting firm, provided audit services to the City for the fiscal year ended June 30, 2025. Following the receive and file of the Annual Comprehensive Financial Report (ACFR) and related audit reports on February 24th, the Single Audit Report has been completed by the auditor and filed with Federal Audit Clearinghouse and California State Controller's Office ahead of the March 31st deadline.

The Single Audit is a federally mandated compliance audit required when an entity expends $750,000 or more in federal grant funds during a fiscal year, in accordance with the U.S. Office of Management and Budget (OMB) 2 CFR Part 200, Uniform Guidance.

The audit evaluates compliance with federal program requirements and the effectiveness of internal controls over grant administration. Key procedures include reviewing internal controls, testing a sample of grant transactions for compliance, monitoring subrecipients, and reporting any findings or recommendations for corrective action. For the Fiscal Year 2025, the Single Audit was completed with no findings identified specifically to the federally funded grant programs. However, because the Single Audit relies extensively on the financial data and internal control framework established in the ACFR, auditing standards require the inclusion of applicable findings reported in the ACFR.

Accordingly, while there were no standalone Single Audit findings, any relevant matters noted in the ACFR are incorporated by reference to ensure consistency and completeness in reporting.

The completion of the Single Audit provides assurance that the City has properly managed federal funds and remains in compliance with applicable requirements.

7. ATTACHMENTS

- Single Audit of Federally Assisted Grant Programs

Agenda Item

Orange City Council

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7. ATTACHMENTS

- Single Audit of Federally Assisted Grant Programs

CITY OF ORANGE, CALFORNIA

FOR THE YEAR ENDED JUNE 30, 2025

SINGLE AUDIT REPORT

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Single Audit Report

For the Year Ended June 30, 2025

CITY OF ORANGE, CALIFORNIA

Single Audit Report

For the Year Ended June 30, 2025

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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Honorable Members of the City Council
City of Orange, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Orange, California (hereafter, the City), as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated January 26, 2026.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We identified a certain deficiency in internal control, described in the accompanying schedule of findings and questioned costs as item 2025-001 that we consider to be a material weakness.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

To the Honorable Members of the City Council
City of Orange, California

City of Orange, California's Response to Finding

Government Auditing Standards requires the auditor to perform limited procedures on the City's response to the finding identified in our audit and described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

LSL, LLP

Irvine, California
January 26, 2026

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM
AND ON INTERNAL CONTROL OVER COMPLIANCE AND REPORT ON SCHEDULE OF EXPENDITURES OF
FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE

To the Honorable Mayor and Members of the City Council
City of Orange, California

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the City of Orange, California (hereafter, the City)'s compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended June 30, 2025. The City's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2025.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City's federal programs.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

To the Honorable Mayor and Members of the City Council
City of Orange, California

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated January 26, 2026, which contained unmodified opinions on those financial statements. Our audit was performed for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

LSL, LLP

Irvine, California
March 12, 2026 (Except for the *Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance*, which is dated January 26, 2026)

CITY OF ORANGE, CALIFORNIA
Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2025

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	*Assistance Listing Number*	*Pass-Through Entity Unique Entity ID*	*Passed-Through to Subrecipients*	*Total Federal Expenditures*
U.S Department of Housing and Urban Development				
Direct Programs:				
CDBG - Entitlement Grants Cluster				
Community Development Block Grants/Entitlement Grants *	14.218	N/A	$ 155,421	$ 982,832
Total CDBG - Entitlement Grants Cluster			155,421	982,832
Home Investment Partnerships Program *	14.239	N/A	-	832,051
Economic Development Initiative	14.251	N/A	-	5,918
Total U.S. Department of Housing and Urban Development			**155,421**	**1,820,801**
U.S. Department of Justice				
Direct Programs:				
Public Safety Partnership and Community Policing Grants	16.710	N/A	-	47,144
Equitable Sharing Program	16.922	N/A	-	541,783
Pass-through Programs:				
County of Orange:				
Edward Byrne Memorial Justice Assistance Grant Program	16.738	RFT6BJ98H2A5	-	12,884
Total U.S. Department of Justice			**-**	**601,811**
U.S. Department of Transportation				
Direct Programs:				
Highway Safety Cluster				
State and Community Highway Safety	20.600	N/A	-	142,693
Total Highway Safety Cluster			-	142,693
Minimum Penalties for Repeat Offenders for Driving While Intoxicated	20.608	N/A	-	183,019
Highway Planning and Construction	20.205	N/A	-	22,892
Pass-through Programs:				
State of California Department of Transportation (Caltrans):				
Highway Planning and Construction	20.205	UK66CLD4DX71	-	102,319
Total Highway Planning and Construction			-	125,211
Total U.S. Department of Transportation			**-**	**450,923**
U.S. Department of the Treasury				
Direct Programs:				
Equitable Sharing Program	21.016	N/A	-	33,385
Total U.S. Department of the Treasury			**-**	**33,385**
U.S. Department of Energy				
Direct Programs:				
Energy Efficiency and Conservation Block Grant Program	81.128	N/A	-	127,137
Total U.S. Department of Energy			**-**	**127,137**
U.S. Department of Homeland Security				
Pass-through Programs:				
California Office of Emergency Services:				
Hazard Mitigation Grant	97.039	UTM3S7LKYQZ4	-	52,326
Emergency Management Performance Grants	97.042	UTM3S7LKYQZ4	-	44,489
County of Orange:				
Emergency Management Performance Grants	97.042	RFT6BJ98H2A5	-	36,852
Total Emergency Management Performance Grants			-	81,341
Total U.S. Department of Homeland Security			**-**	**133,667**
Total Expenditures of Federal Awards			**$ 155,421**	**$ 3,167,724**

** Major Program*
There was no federal awards expended in the form of noncash assistance and insurance in effect during the year.

See accompanying notes to this schedule.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES APPLICABLE TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

A. Scope of Presentation

The accompanying schedule presents only the expenditures incurred by the City of Orange, California, that are reimbursable under federal programs of federal financial assistance. For the purposes of this schedule, federal awards include both federal financial assistance received directly from a federal agency, as well as federal funds received indirectly by the City from a non-federal agency or other organization. Only the portion of program expenditures reimbursable with such federal funds is reported in the accompanying schedule. Program expenditures in excess of the maximum federal reimbursement authorized or the portion of the program expenditures that were funded with state, local or other non-federal funds are excluded from the accompanying schedule.

B. Basis of Accounting

The expenditures included in the accompanying schedule were reported on the modified accrual basis of accounting. Under the modified accrual basis of accounting, expenditures are incurred when the City becomes obligated for payment as a result of the receipt of the related goods and services. Expenditures reported included any property or equipment acquisitions incurred under the federal program. The City has elected not to use the de minimis indirect cost rate allowed under the Uniform Guidance.

SECTION I - SUMMARY OF AUDITORS' RESULTS

Financial Statements

Type of auditors' report issued: Unmodified Opinion

Internal control over financial reporting:

• Material weaknesses identified?	X yes	____ no
• Significant deficiencies identified?	____ yes	X none reported
Noncompliance material to financial statements noted?	____ yes	X no

Federal Awards

Internal control over major programs:

• Material weaknesses identified?	____ yes	X no
• Significant deficiencies identified?	____ yes	X none reported

Type of auditors' report issued on compliance for major programs: Unmodified Opinion

Any audit findings disclosed that are required to be reported in accordance with Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance)?	____ yes	X no

Identification of major programs:

Assistance Listing Number(s)	Name of Federal Program or Cluster
14.218	Community Development Block Grants/Entitlement Grants
14.239	Home Investment Partnerships Program

Dollar threshold used to distinguish between type A and type B program	$750,000	
Auditee qualified as low-risk auditee?	____ yes	X no

SECTION II - FINANCIAL STATEMENT FINDINGS

Reference Number: 2025-001
Financial Closing and Reporting
Material Weakness

Condition
During our audit, we noted that the City recorded a substantial number of post–trial balance journal entries to correct errors and adjust account balances after the initial trial balance was prepared. The adjustments prepared staff, after audit has begun, were necessary to ensure the financial statements were presented in accordance with generally accepted accounting principles (GAAP).

Criteria
Government Auditing Standards and GAAP require entities to maintain effective internal controls over financial reporting to ensure accurate and timely preparation of financial statements. An effective financial closing process should minimize the need for extensive post–closing adjustments and ensure that account balances are complete and accurate prior to audit.

Cause
The City lost several key finance personnel during the year, including the Finance Manager, and Senior Accountant, while simultaneously implementing a new ERP system. These factors strained the department's capacity and contributed to weaknesses in the financial closing process, as staff turnover and system changes disrupted established procedures and reduced the availability of experienced personnel to perform timely reconciliations and reviews.

Effect or Potential Effect
The combination of staff turnover and ERP implementation caused delays in the financial closing process, increased the risk of errors, and required significant post-closing adjustments. These issues impacted audit readiness and the timeliness of financial reporting, creating inefficiencies and elevating the risk of material misstatements in the financial statements.

Recommendation
We recommend the City fill open positions to take over or allocate resources to the procedures that have led to impacts on the timeliness of the financial closing procedures. This will ensure all journal entries and reconciliations are prepared and will be included in the trial balance provided to the auditors at the beginning of the audit, and limit the number of post-trial balance journal entries.

Management's Response
Management acknowledges and concurs with the finding and recommendation. While the implementation of a new ERP system during Fiscal Year 2024–2025 created significant operational challenges, the turnover in key Finance positions highlights the critical need of allocating adequate staffing to core financial functions.

Management is actively recruiting to fill critical vacancies and is simultaneously exploring opportunities to streamline processes, leverage system capabilities, and implement innovative approaches to improve efficiency. With the combination of filling critical vacancies, process improvements, and continued stabilization of the new ERP system, the Finance Department is committed to provide a more timely and accurate trial balance at the start of next year's audit cycle.

SECTION III - FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

Our audit did not disclose any matters required to be reported in accordance with 2 CFR 200.516(a).

Summary Schedule of Prior Year Findings and Questioned Costs
For the Year Ended June 30, 2024

Reference Number: 2024-001 – This matter is considered resolved.

Agenda Item

Orange City Council

Item #: 4.1. 4/28/2026 **File #:** 26-0197

TO: **Members of the City Council**

FROM: **Mayor Dan Slater**

1. SUBJECT

Appointment of City Councilmembers to Regional Boards and Committees

2. SUMMARY

Consider the appointment of City Councilmembers to serve as representatives and alternates on various regional boards and committees. A list of current appointments is attached for reference. Unless otherwise specified, all appointments are for a one-year term or serve at the discretion of the Mayor.

In accordance with FPPC Regulation 18702.5, Form 806 has been posted on the City's website. If the City Council appoints a representative or alternate who is not currently listed on Form 806, both the appointed member and the alternate must recuse themselves from voting on the appointment until Form 806 is updated and posted.

3. RECOMMENDED ACTION

Confirm City Councilmember appointments to regional boards and committees.

4. ATTACHMENT

- Current Councilmember appointments to City Regional Boards and Committees
- FPPC Form 806 (posted on the City website on April 21, 2026)

Agenda Item

Orange City Council

Item #: 4.1. 4/28/2026 **File #:** 26-0197

TO: **Members of the City Council**

FROM: **Mayor Dan Slater**

1. SUBJECT

Appointment of City Councilmembers to Regional Boards and Committees

2. SUMMARY

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3. RECOMMENDED ACTION

Confirm City Councilmember appointments to regional boards and committees.

4. ATTACHMENT

- Current Councilmember appointments to City Regional Boards and Committees
- FPPC Form 806 (posted on the City website on April 21, 2026)

CURRENT

Council Appointments to City Committees and Regional Boards
(Terms are for 1 year unless otherwise noted.)

BOARD/COMMITTEE/COMMISSION	Term	Member	Alternate
Orange City/Schools Coordinating Committee	1 year	Gutierrez	Tavoularis
Foothill Eastern TCA (Tollroad)*	1 year	Bilodeau	Tavoularis
North Net Fire Training (Joint Powers Authority)	1 year	Dumitru	Tavoularis
Orange County Transportation Authority (OCTA)	2 years Term expires 12/31/2026	Tavoularis (appointed by City Selection Committee)	N/A
Orange County Sanitation District*	2 years Term expires 2027	Dumitru	Gyllenhammer
Orange County Mosquito and Vector Control	2 years Term expires 1/3/2028**	Sean Chavarria (Orange resident)	N/A
Orange Elderly Services (Senior Center)	1 year	Tavoularis	Gutierrez
Santa Ana Flood Protection Agency	1 year	Bilodeau	Gutierrez

*Members receive stipend and are listed on the City's Form 806

**Mr. Chavarria was re-appointed on 12/9/2025 to a term ending 1/3/2028

OCTA term is 1/1/2025-12/31/2026

Agency Report of:
Public Official Appointments

A Public Document

1. Agency Name

City of Orange

Division, Department, or Region *(If Applicable)*

City Clerk

Designated Agency Contact *(Name, Title)*

Pamela Coleman, City Clerk

Area Code/Phone Number	E-mail
(714) 744-5500	pcoleman@cityoforange.org

California Form 806

For Official Use Only

Page 1 of 1

Date Posted: 4/21/2026 *(Month, Day, Year)*

2. Appointments

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
Foothill/Eastern Transportation Cooridoor	Name: Bilodeau, Denis *(Last, First)* Alternate, if any: Tavoularis, Kathy *(Last, First)*	Appt Date: Length of Term: 1 year	Per Meeting: $ 120 Estimated Annual: ☐ $0-$1,000 ☐ $2,001-$3,000 ■ $1,001-$2,000 ☐ Other
Orange County Sanitation District	Name: Dumitru, Jon *(Last, First)* Alternate, if any: Gyllenhammer, John *(Last, First)*	Appt Date: Length of Term: 2 years	Per Meeting: $ 315 Estimated Annual: ☐ $0-$1,000 ■ $2,001-$3,000 ☐ $1,001-$2,000 ☐ Other
	Name: *(Last, First)* Alternate, if any: *(Last, First)*	Appt Date: Length of Term:	Per Meeting: $ Estimated Annual: ☐ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ Other
	Name: *(Last, First)* Alternate, if any: *(Last, First)*	Appt Date: Length of Term:	Per Meeting: $ Estimated Annual: ☐ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ Other

3. Verification

I have read and understand FPPC Regulation 18702.5. I have verified that the appointment and information identified above is true to the best of my information and belief.

Pamela Coleman — Digitally signed by Pamela Coleman, DN: cn=Pamela Coleman, ou=Civic Users, Date: 2026.04.20 17:34:33 -07'00'

Signature of Agency Head or Designee

Pamela Coleman *Print Name*

City Clerk *Title*

4/21/2026 *(Month, Day, Year)*

Comment:

Print Clear

FPPC Form 806 (1/18)

FPPC Toll-Free Helpline: 866/ASK-FPPC (866/275-37[illegible])

Agenda Item

Orange City Council

Item #: 5.1. 4/28/2026 **File #:** 26-0249

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

FROM: **Councilmember Arianna Barrios, District 1**

1. SUBJECT

Consideration of a Proclamation celebrating May 1, 2026, as International Workers' Day (Barrios)

2. RECOMMENDED ACTION

Consider adding the Proclamation to the May 12, 2026, Regular City Council meeting agenda.

3. ATTACHMENTS

- Draft Proclamation

Agenda Item

Orange City Council

Item #: 5.1. 4/28/2026 **File #:** 26-0249

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

FROM: **Councilmember Arianna Barrios, District 1**

1. SUBJECT

Consideration of a Proclamation celebrating May 1, 2026, as International Workers' Day (Barrios)

2. RECOMMENDED ACTION

Consider adding the Proclamation to the May 12, 2026, City Council Regular meeting agenda.

3. ATTACHMENTS

- Draft Proclamation

Proclamation

Recognizing

May 1, 2026, as International Workers' Day

WHEREAS, May 1 is recognized and celebrated around the world as International Workers' Day, also known as May Day, honoring the contributions and achievements of workers across all industries; and

WHEREAS, the origins of May Day trace back to the United States labor movement, including the 1886 movement for the eight-hour workday, which advanced fundamental labor protections that continue to benefit workers today; and

WHEREAS, workers in the City of Orange and throughout Orange County play a vital role in supporting the local economy, providing essential services, and contributing to the social and cultural fabric of the community; and

WHEREAS, immigrant workers have historically and continue to contribute significantly to the economic vitality, diversity, and resilience of communities throughout California, including the City of Orange; and

WHEREAS, the labor movement has contributed to important advancements in workplace safety, fair wages, healthcare access, and civil rights, improving quality of life for workers and families; and

WHEREAS, many workers continue to face challenges including economic inequality, workplace safety concerns, and barriers to fair labor practices; and

WHEREAS, recognizing International Workers' Day provides an opportunity to acknowledge the dignity of work and the importance of supporting policies that promote equitable and safe working conditions for all workers;

NOW, THEREFORE, **I, Dan Slater, Mayor of the City of Orange**, on behalf of the City and entire City Council, do hereby recognize May 1, 2026, as International Workers' Day in the City of Orange and encourage residents, businesses, and community organizations to acknowledge the contributions of workers and to support efforts that promote fair and safe working conditions.

DATED this _____ day of _____ 2026.

_____

Daniel R. Slater, Mayor

Draft

Agenda Item

Orange City Council

Item #: 7.1. 4/28/2026 **File #:** 25-0714

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

Annual presentation of Local Appointments List of all City Boards, Commissions, and Committees

2. SUMMARY

On or before December 31 of each year, the legislative body shall approve the Local Appointments List in compliance with Government Code §54972 and direct staff to post a copy of the list on the City's Website in compliance with Government Code §54973.

This information is provided for City Council consideration. Council may wish to make any changes and/or deactivate any board, commission, or committee which the Council believes has completed its original purpose.

3. RECOMMENDED ACTION

1. Confirm Mayor Slater's recommendation to reappoint the following eligible existing positions:
    - Audit Advisory Committee Members Chris Horton, Andrew Li, and Brian Wilterink for two-year terms respectively expiring June 30, 2028;
    - CDBG Program Committee Member Jonathan St. Clair for a two-year term expiring June 30, 2028;
    - Orange Public Library Board of Trustees Member Susie Huber for a three-year term expiring June 30, 2029;
    - Park Planning and Community Events Commissioner Christopher Ahlswede for a four-year term expiring June 30, 2030; and
    - Planning Commissioner David Vazquez for a four-year term expiring June 30, 2030.
2. Confirm Mayor Slater's recommendation to appoint Perla Lozano to the Park Planning and Community Events Commission to fill an unexpired term ending June 30, 2029.
3. Approve the Local Appointments List and direct the City Clerk to post a copy in compliance with the Maddy Act.
4. Direct the City Clerk to post a Notice of Scheduled Vacancy for the following positions:

- Audit Advisory Committee due to expiration of Jack Schroeder's term on June 30, 2026
- Planning Commission due to expiration of Rick Martinez's term on June 30, 2026

4. FISCAL IMPACT

There is no fiscal impact in the appointment of committee members.

5. STRATEGIC PLAN GOALS

Goal 3: Enhance Public Communication Strategy and Quality of Life.

6. DISCUSSION AND BACKGROUND

The California Legislature established Government Code Sections 54970 to 54974, also known as the "Maddy Act," to inform and promote opportunities for the public to serve on local government boards, commissions, and committees.

The Maddy Act requires that on or before December 31 of each year, the legislative body prepare and post a Local Appointments List of all regular and ongoing boards, commissions, and committees whose members are appointed by the City Council. The list must contain the following information:

1) all appointive terms which will expire during the next calendar year
2) the name of the incumbent appointee
3) the date of appointment and the date the term expires
4) the necessary qualifications for the position

Pursuant to Government Code §40605, the elected Mayor, with the approval of the City Council, makes all appointments to City boards, commissions, and committees unless otherwise specifically provided by statute.

Below is a list of vacancies scheduled to occur on June 30, 2026. Some of these vacancies will be filled by confirming Mayor Slater's recommendation for reappointment. There is also one unscheduled vacancy on the Audit Advisory Committee due to the resignation of Jeff Grampp that occurred on February 16, 2026. In accordance with Government Code §54974, the City Clerk posted the unscheduled vacancy notice on February 17, 2026.

Audit Advisory Committee (two-year term of office):
Current vacancies: 2 (two) (one scheduled vacancy and one unscheduled vacancy)

- Four scheduled vacancies due to expired terms eligible for reappointment
- Three positions being recommended for reappointment (Horton, Li, Wilterink), leaving one scheduled vacancy (Schroeder)
- One unscheduled vacancy with a term ending June 30, 2028, due to the resignation of Jeff Grampp

CDBG Program Committee (two-year term of office):
Current vacancies: none

- One scheduled vacancy due to an expired term, eligible for reappointment
- One position being recommended for reappointment (St. Clair), leaving no scheduled

vacancies

Orange Public Library Board of Trustees (three-year term of office):
Current vacancies: none

- One scheduled vacancy due to an expired term, eligible for reappointment
- One position being recommended for reappointment (Huber), leaving no scheduled vacancies

Park Planning & Community Events Commission (four-year term of office):
Current vacancies: none

- One scheduled vacancy due to an expired term, eligible for reappointment; and one unscheduled vacancy with a term ending June 30, 2029, due to the resignation of Steve Freeman
- One position being recommended for reappointment (Ahlswede)
- Unscheduled vacancy being recommended to be filled by Perla Lozano (which will leave an unscheduled vacancy on CDBG)

Planning Commission (four-year term of office):
Current vacancies: 1 (one) (scheduled vacancy)

- Two scheduled vacancies due to expired terms, eligible for reappointment
- One position being recommended for reappointment (Vazquez), leaving one scheduled vacancy (Martinez)

In addition, there are still two vacancies on the Investment Advisory Committee. A Notice of Vacancy was posted on April 10, 2024.

Any other vacancies that occur during 2026 would be unscheduled and a notice would be posted in accordance with Government Code §54974.

Once approved by the City Council, the Local Appointments List will be posted on the City's website in compliance with State Law. In addition, staff will also post a copy at the Main Library and in the City Clerk's office. The City Clerk's Office will update the list as appointments are confirmed.

7. ATTACHMENTS

- Proposed Local Appointments List
- 2025 Attendance Reports

Agenda Item

Orange City Council

Item #: 7.1. 4/28/2026 **File #:** 25-0714

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

Annual presentation of Local Appointments List of all City Boards, Commissions, and Committees

2. SUMMARY

On or before December 31 of each year, the legislative body shall approve the Local Appointments List in compliance with Government Code §54972 and direct staff to post a copy of the list on the City's Website in compliance with Government Code §54973.

This information is provided for City Council consideration. Council may wish to make any changes and/or deactivate any board, commission, or committee which the Council believes has completed its original purpose.

3. RECOMMENDED ACTION

1. Confirm Mayor Slater's recommendation to reappoint the following eligible existing positions:
    - Audit Advisory Committee Members Chris Horton, Andrew Li, and Brian Wilterink for two-year terms respectively expiring June 30, 2028;
    - CDBG Program Committee Member Jonathan St. Clair for a two-year term expiring June 30, 2028;
    - Orange Public Library Board of Trustees Member Susie Huber for a three-year term expiring June 30, 2029;
    - Park Planning and Community Events Commissioner Christopher Ahlswede for a four-year term expiring June 30, 2030; and
    - Planning Commissioner David Vazquez for a four-year term expiring June 30, 2030.
2. Confirm Mayor Slater's recommendation to appoint Perla Lozano to the Park Planning and Community Events Commission to fill an unexpired term ending June 30, 2029.
3. Approve the Local Appointments List and direct the City Clerk to post a copy in compliance with the Maddy Act.
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4. FISCAL IMPACT

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5. STRATEGIC PLAN GOALS

Goal 3: Enhance Public Communication Strategy and Quality of Life.

6. DISCUSSION AND BACKGROUND

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CDBG Program Committee (two-year term of office):
Current vacancies: none

- One scheduled vacancy due to an expired term, eligible for reappointment
- One position being recommended for reappointment (St. Clair), leaving no scheduled

vacancies

Orange Public Library Board of Trustees (three-year term of office):
Current vacancies: none

- One scheduled vacancy due to an expired term, eligible for reappointment
- One position being recommended for reappointment (Huber), leaving no scheduled vacancies

Park Planning & Community Events Commission (four-year term of office):
Current vacancies: none

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- Unscheduled vacancy being recommended to be filled by Perla Lozano (which will leave an unscheduled vacancy on CDBG)

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Any other vacancies that occur during 2026 would be unscheduled and a notice would be posted in accordance with Government Code §54974.

Once approved by the City Council, the Local Appointments List will be posted on the City's website in compliance with State Law. In addition, staff will also post a copy at the Main Library and in the City Clerk's office. The City Clerk's Office will update the list as appointments are confirmed.

7. ATTACHMENTS

- Proposed Local Appointments List
- 2025 Attendance Reports

PROPOSED

CITY OF ORANGE
2026 LOCAL APPOINTMENTS LIST

Pursuant to Government Code Section § 54972, the following Local Appointments List is posted on an annual basis by December 31. The list contains names and terms of office for appointments to all regular Boards, Commissions, and Committees which are appointed by the City Council.

Note: The names on this list are subject to change based on term expirations and resignations that occur during the year. Further information regarding these vacancies may be obtained by calling the City Clerk's Office at (714) 744-5500 or visiting the City's website: www.cityoforange.org.

AUDIT ADVISORY COMMITTEE

Qualifications: The Committee shall consist of seven (7) members whose primary residence or primary place of employment is in the City of Orange. The City Treasurer and Finance Director, or their designee, shall serve as advisory non-voting members. Committee members shall have business-related experience, and the designation of Certified Public Accountant (CPA) is desirable. Duties are set forth in Section 2.50.020 of the Orange Municipal Code.

If appointed, members are required to file Form 700. AB1234 Ethics Education and AB1661 Sexual Harassment Avoidance Training certificates are also required.

Terms of Office: The term of office shall be two (2) years.

Meetings: Meetings are held the first Thursday of February and October at 5:30 p.m.

Name	Appointed/Reappointed	Term Expiration Date
Chris Horton	11-26-2024/4-28-2026	6-30-2028
Andrew Li	11-26-2024/4-28-2026	6-30-2028
Brian Wilterink	11-26-2024/4-28-2026	6-30-2028
Caleb Brown	1-28-2025	6-30-2027
Carolyn Cavecche	1-28-2025	6-30-2027
VACANT		6-30-2028 (to fill unexpired term)
VACANT		6-30-2028 (to fill expired term)

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM COMMITTEE

Qualifications: The CDBG Program Committee shall consist of seven (7) members whose primary residence is in the City of Orange. Members should show an interest in and have knowledge of housing and community development issues, especially as they relate to affordable housing and public service for residents of low and moderate income.

If appointed, members are required to file Form 700. AB1234 Ethics Education and AB1661 Sexual Harassment Avoidance Training certificates are also required.

Terms of Office: The term of office shall be two (2) years.

Meetings: Meetings are held on the second Thursday of February and March at 6:00 p.m.

Name	Appointed/Reappointed	Term Expiration Date
Jonathan St. Clair	6-8-21/4-13-22/4-23-24/4-28-26	6-30-2028
Kim Le	6-8-2021/2-14-2023/4-8-2025	6-30-2027
Connie Benson	6-8-2021/2-14-2023/4-8-2025	6-30-2027
Elaine Muselli	2-14-2023/4-8-2025	6-30-2027
Chrissy Vaughn	3-14-2023/4-8-2025	6-30-2027
Pat Buttress	5-14-2024*/4-8-2025	6-30-2027
VACANT		6-30-2027 (to fill unexpired term)

*Appointed in 2024 to fill unexpired term

Draft

DESIGN REVIEW COMMITTEE

Qualifications: The Committee shall consist of seven (7) members whose primary residence or primary place of employment is in the City of Orange. Committee members shall be qualified to analyze and interpret architectural and site planning information, including, but not limited to, licensed landscape architects, architects, urban planners, engineers, and licensed general contractors. At least two members shall have professional experience in urban planning, architectural history or historic preservation and possess a general knowledge of architecture in the Old Towne Historic District. Duties are set forth in Section 17.08.020 of the Orange Municipal Code.

If appointed, members are required to file Form 700. AB1234 Ethics Education and AB1661 Sexual Harassment Avoidance Training certificates are also required.

Terms of Office: The term of office shall be four (4) years.

Meetings: Meetings are held on the first and third Wednesday of each month at 5:30 p.m.

Name	Appointed/Reappointed	Term Expiration Date
Anne McDermott	3-10-2015/2-9-2021/2-14-2023	6-30-2027
Maryanne Skorpanich	8-8-2017/2-9-2021/4-8-2025	6-30-2029
Jerico Farfan	7-13-2021/4-8-2025	6-30-2029
Robert Grosse	3-14-2023	6-30-2027
Greg Ledesma	3-14-2023	6-30-2027
Michael Lopez	6-25-2024	6-30-2028
Adrienne Gladson	11-12-2024	6-30-2028

INVESTMENT ADVISORY COMMITTEE

Qualifications: The Committee shall consist of seven (7) members whose primary residence or primary place of employment is in the City of Orange. The City Treasurer and Finance Director, or their designee, shall serve as advisory non-voting members. Committee members shall demonstrate managerial experience of no less than five years in one or more of the following areas: investment banking, investment brokerage and sales, investment management, financial management and planning, or commercial banking. Duties are set forth in Section 2.51.020 of the Orange Municipal Code.

If appointed, members are required to file Form 700. AB1234 Ethics Education and AB1661 Sexual Harassment Avoidance Training certificates are also required.

Terms of Office: The term of office shall be two (2) years.

Meetings: Meetings are held quarterly on the fourth Wednesday of January, April, July, and October at 5:30 pm.

Name	Appointed/Reappointed	Term Expiration Date
Mark Mittmann	3-25-2025	6-30-2027
Paul Mittmann	3-25-2025	6-30-2027
Jordan Prell	3-25-2025	6-30-2027
Richard Madrigal	3-25-2025	6-30-2027
Al Zelinka	12-9-2025	6-30-2027
VACANT		6-30-2027 (to fill unexpired term)
VACANT		

Draft

ORANGE PUBLIC LIBRARY BOARD OF TRUSTEES

Qualifications: The Board shall consist of five (5) members whose primary residence is in the City of Orange. Trustees shall have an understanding and appreciation of the role of the public library in the community and in a democracy. Trustees should be library users and should value books and information delivery. (Education Code 18910)

If appointed, members are required to file Form 700. AB1234 Ethics Education and AB1661 Sexual Harassment Avoidance Training certificates are also required.

Terms of Office: The term of office shall be for three (3) years (Education Code 18911).

Meetings: Meetings are typically held on the third Monday of each month at 3:30 p.m. (Determined at its June annual meeting per Board of Trustees By-Laws.)

Name	Appointed/Reappointed	Term Expiration Date
Susie Huber	7-14-2020/2-14-2023/4-28-2026	6-30-2029
Kathleen Stevens	6-13-2023**/4-23-2024	6-30-2027
Rebecca Martinez	1-12-2016/2-9-2021/5-10-2022*/ 5-13-2025	6-30-2027
Ariana Cazares	5-13-2025***	6-30-2027 (to fill unexpired term)
Sharon Zimmerman	8-12-2025	6-30-2028

*Reappointed in 2021 for term serving 2019-2022
**Appointed in 2023 to fill unexpired term
***Appointed in 2025 to fill unexpired term

PARK PLANNING AND COMMUNITY EVENTS COMMISSION

Qualifications: The Commission shall consist of seven (7) members who shall have their primary residence in the City of Orange. Commissioners shall have knowledge of sports complexes and/or park development, and knowledge of City-sponsored events. Duties are set forth in Chapter 2.60 of the Orange Municipal Code.

If appointed, members are required to file Form 700. AB1234 Ethics Education and AB1661 Sexual Harassment Avoidance Training certificates are also required.

Terms of Office: The term of office shall be for four (4) years (OMC 2.60.030).

Meetings: Meetings are held on the third Tuesday of January, March, May, July, September, and October at 5:30 p.m.

Name	Appointed/Reappointed	Term Expiration Date
Eva Perez	6-8-2021/4-8-2025	6-30-2029
Adam Litwin	6-8-2021/4-8-2025	6-30-2029
Eugene Fields	6-8-2021/4-8-2025	6-30-2029
Christopher Ahlswede	6-14-2022/4-28-2026	6-30-2030
James Kushon	3-14-2023*/4-8-2025	6-30-2029
Brandy Romero	7-1-2025	6-30-2029
Perla Lozano	4-28-2028	6-30-2029 (to fill unexpired term)

*Appointed in 2023 to fill unexpired term

Draft

PLANNING COMMISSION

Qualifications: The Commission shall consist of seven (7) members who shall have their primary residence in the City of Orange. Commission members shall have general knowledge of land use and development. (Duties are set forth in Section 17.08.020 of the Orange Municipal Code)

If appointed, Commissioners are required to file Form 700 pursuant to California Government Code Section 87200. AB1234 Ethics Education and AB1661 Sexual Harassment Avoidance Training certificates are also required.

Terms of Office: The term of office shall be four (4) years (OMC 2.64.020).

Meetings: Meetings are held on the first and third Mondays of each month at 5:30 p.m.

Name	Appointed/Reappointed	Term Expiration Date
David Vazquez	2-12-2019/4-12-2022/4-28-2026	6-30-2030
Alison Vejar	3-14-2023*/4-8-2025	6-30-2029
Ruby Maldonado	3-14-2023	6-30-2027
Shannon Tucker	3-14-2023	6-30-2027
Tim McCormack	7-1-2023	6-30-2027
Isaiah Leslie	6-25-2024	6-30-2027(to fill unexpired term)
VACANT		6-30-2030 (to fill expired term)

*Appointed in 2023 to fill unexpired term

SANTIAGO CREEK COMMISSION

Qualifications: The Commission shall consist of seven (7) members who shall have their primary residence in the City of Orange. Members shall have general knowledge of the Santiago Creek Area. (Duties are set forth in Section 2.62.020 of the Orange Municipal Code)

If appointed, members are required to file Form 700. AB1234 Ethics Education and AB1661 Sexual Harassment Avoidance Training certificates are also required.

Terms of Office: The term of office shall be four (4) years (OMC 2.62.030).

Meetings: Meetings are held on the fourth Wednesday of January, April, July, and October at 5:30 p.m.

Name	Appointed/Reappointed	Term Expiration Date
Addison Adams	2-13-2024	6-30-2028
Robert Baca	2-13-2024	6-30-2028
Pamela Galera	2-13-2024	6-30-2027*
David Hillman	2-13-2024	6-30-2027*
Michael Knight	2-13-2024	6-30-2028
Brendon Moeller	2-13-2024	6-30-2028
Susan Tillou	2-13-2024	6-30-2027*

*Terms were randomly chosen to be staggered upon Commission establishment

Draft

TRAFFIC COMMISSION

Qualifications: The Commission shall consist of seven (7) members who shall have their primary residence in the City of Orange. Members review matters of traffic and transportation planning, requests for speed limit increase or decreases, complaints concerning traffic safety conditions, and other general duties as set forth in Chapter 10.06 of the Orange Municipal Code. City Traffic Commission duties are considered as advisory to the City Council.

If appointed, members are required to file Form 700. AB1234 Ethics Education and AB1661 Sexual Harassment Avoidance Training certificates are also required.

Terms of Office: The term of office shall be four (4) years (OMC 10.06.020).

Meetings: Meetings are held on the second Wednesday of February, April, June, August, October, and December at 5:30 p.m.

Name	Appointed/Reappointed	Term Expiration Date
Adam Feliz	3-10-2015/2-9-2021/2-14-2023	6-30-2027
A.J. Ricci	6-8-2021/4-8-2025	6-30-2029
Joseph Barbeito	3-14-2023	6-30-2027
Sean Chavarria	6-25-2024	6-30-2028
Doug Redding	2-25-2025	6-30-2027 (to fill unexpired term)
Steve Freeman	3-10-2026	6-30-2027 (to fill unexpired term)
Alexia Deligianni-Brydges	4-14-2026	6-30-2027 (to fill unexpired term)

Draft

Qualifications for membership, purpose, compensation, and meeting information for specified City Boards, Commissions, and Committees approved by Resolution No. 11536.

Pursuant to OMC Chapter 2.55.010, members of boards, commissions and committees may serve no more than 12 consecutive years on the board, commission or committee to which they are appointed. No member of a board, commission, or committee who has served 12 consecutive years shall be eligible for reappointment to the same board, commission or committee prior to the passage of a two-year interval.

Revised 4/21/2026

City of Orange - Member Attendance Report - 2025

Audit Advisory Committee

Member	Feb 06, 2025	Apr 03, 2025	May 08, 2025	Jun 03, 2025	Oct 02, 2025	TOTALS
Chris Horton	P	P	P	P	C	100.0%
Brian P Wilterink	P	P	P	P	C	100.0%
Jack Schroeder	A	P	A	P	C	50.0%
Andrew P Li	P	P	P	P	C	100.0%
Jeff Grampp	P	P	P	P	C	100.0%
Garrett Smith (Treasurer)	P	P	P	P	C	100.0%
Carolyn Cavecche	P	P	P	P	C	100.0%
Caleb E Brown	P	P	P	P	C	100.0%
Present:	7	8	7	8	0	93.75%
Absent:	1	0	1	0	0	6.25%
Excused:	0	0	0	0	0	0.0%

* P = Present
* A = Absent
* E = Excused
* C = Canceled

City of Orange - Member Attendance Report - 2025

Community Development Block Grant Program Committee

Member	Feb 13, 2025	Mar 13, 2025	Oct 16, 2025	TOTALS
Jonathan M St. Clair	P	P	P	100.0%
Pat I Buttress	P	P	P	100.0%
Elaine J Muselli	P	P	P	100.0%
Kim Le	P	P	P	100.0%
Connie Benson	P	P	P	100.0%
Chrissy Vaughn	P	P	P	100.0%
Melissa M Mikail	A	A	P	33%

Present:	6	6	6	90.0%
Absent:	1	1	0	10.0%
Excused:	0	0	0	0.0%

* P = Present
* A = Absent
* E = Excused
* C = Canceled

City of Orange - Member Attendance Report - 2025

Design Review Committee

Member	1/1	1/15	2/5	2/19	3/5	3/19	4/2	4/16	5/7	5/21	6/4	6/18	7/2	7/16	8/6	8/20	9/3	9/17	10/1	10/15	11/5	11/19	12/3	12/17	TOTALS
Robert Grosse	C	C	C	C	P	C	C	P	P	C	P	P	C	C	P	P	E	C	C	P	C	A	C	P	81.82%
Greg Ledesma	C	C	C	C	E	C	C	E	P	C	P	P	C	C	E	P	E	C	C	E	C	A	C	E	36.36%
Maryanne Skorpanich	C	C	C	C	P	C	C	P	E	C	P	P	C	C	P	P	P	C	C	P	C	A	C	P	80.0%
Michael V Lopez	C	C	C	C	E	C	C	P	P	C	P	E	C	C	E	P	P	C	C	A	C	P	C	P	63.64%
Adrienne J Gladson	C	C	C	C	P	C	C	P	P	C	P	P	C	C	P	P	P	C	C	P	C	P	C	P	100.0%
Anne McDermott	C	C	C	C	P	C	C	P	P	C	P	P	C	C	P	P	P	C	C	P	C	P	C	P	100.0%
Jerico Farfan	C	C	C	C	P	C	C	P	P	C	P	A	C	C	E	P	P	C	C	P	C	P	C	P	80.0%
Present:	0	0	0	0	5	0	0	6	6	0	7	5	0	0	4	7	5	0	0	5	0	4	0	6	81.08%
Absent:	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	0	3	0	0	6.76%
Excused:	0	0	0	0	0	0	0	0	1	0	0	1	0	0	3	0	2	0	0	1	0	0	0	1	12.16%

* P = Present
* A = Absent
* E = Excused
* C = Canceled

City of Orange - Member Attendance Report - 2025

Investment Advisory Committee

Member	Apr 23, 2025	Jul 23, 2025	Oct 22, 2025	TOTALS
Garrett Smith (Treasurer)	C	P	P	100.0%
Jordan Prell	C	P	P	100.0%
Mark Mittmann	C	P	A	50.0%
Paul M Mittmann	C	E	P	50.0%
Richard Madrigal	C	P	P	100.0%
Adam D Carr	C	P	P	100.0%
Present:	0	5	5	83.33%
Absent:	0	0	1	8.33%
Excused:	0	1	0	8.33%

* P = Present
* A = Absent
* E = Excused
* C = Canceled

City of Orange - Member Attendance Report - 2025

Orange Public Library Board of Trustees

Member	1/27	2/24	3/17	4/21	5/19	6/16	*7/21	7/21	8/18	9/15	10/20	11/27	12/15	TOTALS
Peggy Calvert **	A	N/A	N/A	N/A	N/A	N/A	N/A	C	N/A	N/A	N/A	N/A	N/A	0.0%
Kathleen D Stevens	P	P	P	P	C	C	E	C	P	P	P	P	C	88.89%
Katie Montgomery***	P	P	E	P	C	C	N/A	C	N/A	N/A	N/A	N/A	N/A	75.0%
Rebecca Martinez	P	P	P	P	C	C	P	C	E	P	P	P	C	83.33%
Susie Huber	P	P	P	P	C	C	P	C	P	P	E	P	C	88.89%
Ariana Cazares****	N/A	N/A	N/A	N/A	C	C	P	C	P	P	P	P	C	100.0%
Sharon H Zimmerman*****	N/A	N/A	N/A	N/A	N/A	N/A	N/A	C	P	P	P	P	C	100.0%

* P = Present
* A = Absent
* E = Excused
* C = Canceled
* 7/21 = Adjourned Regular Meeting
** Peggy Calvert resigned 02/03/2025
*** Katie Montgomery term expired 06/30/2025
**** Ariana Cazares appointed 05/13/2025
***** Sharon Zimmerman appointed 08/13/2025

City of Orange - Member Attendance Report - 2025

Park Planning and Community Events Commission

Member	Jan 21, 2025	Mar 18, 2025	May 20, 2025	Jul 15, 2025	Sep 16, 2025	Oct 21, 2025	TOTALS
James E Kushon	C	C	P	C	E	P	66.67%
Erika De Vries**	C	C	P	N/A	N/A	N/A	100.0%
Christopher H Ahlswede	C	C	P	C	A	P	66.67%
Steve Freeman	C	C	P	C	P	P	100.0%
Eva Perez	C	C	P	C	P	E	33.33%
Adam Litwin	C	C	P	C	E	E	33.33%
Eugene Fields	C	C	A	C	P	E	33.33%
Brandy Romero***	N/A	N/A	N/A	C	P	P	100.0%

* P = Present
* A = Absent
* E = Excused
* C = Canceled
** Erika De Vries term completed June 30, 2025
*** Brandy Romero appointed July 1, 2025

City of Orange - Member Attendance Report - 2025

Planning Commission

Member	1/6	1/20	2/3	2/20	3/3	3/17	4/7	4/21	5/5	5/19	6/2	6/16	7/7	7/21	8/4	8/18	9/4	9/15	10/6	10/20	11/3	11/17	12/1	12/15	TOTALS
Timothy McCormack	C	P	C	P	C	P	A	P	P	C	P	P	P	P	C	P	C	P	P	C	P	C	P	C	93.33%
Ruby Maldonado	C	P	C	P	C	P	P	P	P	C	P	P	P	P	C	P	C	E	P	C	E	C	P	C	86.67%
Shannon J Tucker	C	P	C	P	C	P	P	E	P	C	P	E	P	P	C	P	C	P	P	C	P	C	P	C	86.67%
Isaiah Leslie	C	P	C	P	C	P	P	P	P	C	P	A	P	P	C	P	C	P	P	C	P	C	E	C	86.67%
Alison N Vejar	C	P	C	P	C	P	P	P	P	C	P	P	P	P	C	E	C	P	P	C	P	C	P	C	100.0%
Rick Martinez	C	P	C	P	C	P	P	P	P	C	P	P	P	P	C	E	C	P	P	C	P	C	E	C	86.67%
David Vazquez	C	P	C	P	C	P	P	E	P	C	P	E	P	E	C	E	C	P	P	C	P	C	E	C	66.67%
Present:	0	7	0	7	0	7	6	5	7	0	7	4	7	6	0	4	0	6	7	0	6	0	4	0	89.11%
Absent:	0	0	0	0	0	0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1.98%
Excused:	0	0	0	0	0	0	0	2	0	0	0	2	0	1	0	0	0	0	0	0	1	0	3	0	8.91%

* P = Present
* A = Absent
* E = Excused
* C = Canceled

City of Orange - Member Attendance Report - 2025

Santiago Creek Commission

Member	Jan 22, 2025	Apr 23, 2025	Jul 23, 2025	Oct 22, 2025	TOTALS
Brendon Moeller	P	P	P	P	100.0%
David K. Hillman	P	P	P	P	100.0%
Susan L Tillou	P	P	P	P	100.0%
Addison Adams	P	P	P	P	100.0%
Robert R Baca	P	P	P	P	100.0%
Michael J Knight	P	P	P	P	100.0%
Pamela M Galera	P	P	P	P	100.0%
Present:	7	7	7	7	100.0%
Absent:	0	0	0	0	0.0%
Excused:	0	0	0	0	0.0%

* P = Present
* A = Absent
* E = Excused
* C = Canceled

City of Orange - Member Attendance Report - 2025

Traffic Commission

Member	Feb 12, 2025	Apr 09, 2025	Jun 11, 2025	Aug 13, 2025	Oct 08, 2025	Dec 10, 2025	TOTALS
Joseph Barbeito	P	P	P	P	P	P	100.0%
Sean P Chavarria	P	P	A	P	P	P	83.33%
Seimone Jurjis	A	P	E	P	E	P	50.0%
Adam Feliz	P	P	P	P	P	P	100.0%
AJ Ricci	P	P	P	P	P	P	100.0%
Matthew P Hamilton	P	P	P	P	P	P	100.0%
Douglas R Redding**	N/A	P	P	P	P	P	100.0%

* P = Present
* A = Absent
* E = Excused
* C = Canceled
** Douglas Redding appointed 02/26/2025

Agenda Item

Orange City Council

Item #: 9.1. 4/28/2026 **File #:** 26-0147

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 a request to subdivide an existing vacant site and construct 15 detached three-story residential dwellings at 715 W. Fletcher Avenue and finding of California Environmental Quality Act (CEQA) exemption (ENT25-0015)

2. SUMMARY

The applicant proposes to subdivide an existing vacant site and construct 15 detached three-story residential dwellings, each with private two-car garages, and nine additional off-street surface parking spaces. One of the proposed residential units will be restricted to a very low-income household, which under State Density Bonus Law, allows an increase to the project baseline density of four units.

3. RECOMMENDED ACTION

1. Conduct and close the Public Hearing.

2. Adopt Resolution No. 11662. A Resolution of the City Council of the City of Orange approving ENT25-0015 (Tentative Tract Map, Major Site Plan Review, and Administrative Design Review), a request to subdivide an existing 0.72-acre vacant site to construct 15 detached three-story residential dwellings at 715 W. Fletcher Avenue.

3. Find the request categorically exempt from the California Environmental Quality Act (CEQA) in accordance with section 15332 (Class 32-In-Fill Development Projects) of the State CEQA Guidelines.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Not applicable.

6. DISCUSSION AND BACKGROUND

The project site is currently vacant and is located on a segment of Fletcher Avenue characterized by residential uses and an elementary school on the north side of the street, and industrial uses to the south. The site is flanked on three sides by multi-family residential development.

The proposed project utilizes the Small Lot Subdivision provisions of the Orange Municipal Code to

develop a detached single-family development in a Multi-family Residential (R3) zone in lieu of a traditional multi-family project. The subdivision requires approval of a tentative tract map. While the General Plan designation allows up to 11 units on the site, under State Density Bonus law the inclusion of an affordable unit allows a 30 percent density bonus, resulting in a total of 15 units.

The units are arranged along the perimeter of the site, oriented around a private T-shaped driveway that provides fire access and circulation, with primary access from W. Fletcher Avenue. The project includes development standard reductions pursuant to State Density Bonus Law, including reduced front and rear yard setbacks, reduced open space dimensions, and modified parking and driveway standards. Detailed project information is provided in Attachment 4 to this report.

The proposed units are designed in a Spanish Colonial Revival architectural style, with enhanced treatment for the two street-facing units. Staff finds the project to be compatible with the surrounding two-story multi-family development to the north, east, and west that reflect a variety of contemporary architectural styles with high roof pitches.

The project contributes to the City's Regional Housing Needs Assessment (RHNA) goals by adding both market-rate and one affordable unit to the City's housing stock.

7. ADVISORY BOARD ACTION

Staff Review Committee:
The Staff Review Committee (SRC) reviewed the project and on December 17, 2025, the SRC recommended approval of the project to the Planning Commission.

Planning Commission:
On February 19, 2026, the Planning Commission reviewed and recommended City Council approval of ENT25-0015 by a vote of 7-0, for the Tentative Tract Map, Major Site Plan Review, and Administrative Design Review.

8. ENVIRONMENTAL REVIEW

The proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines 15332 (Class 32 - In-Fill Development Projects) because the project is consistent with the applicable General Plan designation and zoning designation; the proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses; the project site has no value was a habitat for endangered, rare, or threatened species; approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and the site can be adequately served by all required utilities and public services. No public review is required.

9. ATTACHMENTS

- Attachment 1 Resolution No. 11662
- Attachment 2 Vicinity Map
- Attachment 3 Applicant Project Narrative Letter
- Attachment 4 Project Plans
- Attachment 5 Conceptual Landscape Plan

- Attachment 6 Tentative Tract Map 19429
- Attachment 7 Site Photos
- Attachment 8 Legal Memo for State Density Bonus Law
- Attachment 9 CEQA Class 32 Categorical Exemption Memo
- Attachment 10 Planning Commission Staff Report of February 19, 2026
- Attachment 11 Planning Commission Minutes of February 19, 2026

Agenda Item

Orange City Council

Item #: 9.1. 4/28/2026 **File #:** 26-0147

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 a request to subdivide an existing vacant site and construct 15 detached three-story residential dwellings at 715 W. Fletcher Avenue and finding of CEQA Exemption (ENT25-0015)

2. SUMMARY

The applicant proposes to subdivide an existing vacant site and construct 15 detached three-story residential dwellings, each with private two-car garages, and nine additional off-street surface parking spaces. One of the proposed residential units will be restricted to a very low-income household, which under State Density Bonus Law, allows an increase to the project baseline density of four units.

3. RECOMMENDED ACTION

1. Conduct and close the Public Hearing.

2. Adopt Resolution No. 11662. A Resolution of the City Council of the City of Orange approving ENT25-0015 (Tentative Tract Map, Major Site Plan Review, and Administrative Design Review), a request to subdivide an existing 0.72-acre vacant site to construct 15 detached three-story residential dwellings at 715 W. Fletcher Avenue.

3. Find the request categorically exempt from the California Environmental Quality Act (CEQA) in accordance with section 15332 (Class 32-In-Fill Development Projects) of the State CEQA Guidelines.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Not applicable.

6. DISCUSSION AND BACKGROUND

The project site is currently vacant and is located on a segment of Fletcher Avenue characterized by residential uses and an elementary school on the north side of the street, and industrial uses to the south. The site is flanked on three sides by multi-family residential development.

The proposed project utilizes the Small Lot Subdivision provisions of the Orange Municipal Code to

develop a detached single-family development in a Multi-family Residential (R3) zone in lieu of a traditional multi-family project. The subdivision requires approval of a tentative tract map. While the General Plan designation allows up to 11 units on the site, under State Density Bonus law the inclusion of an affordable unit allows a 30 percent density bonus, resulting in a total of 15 units.

The units are arranged along the perimeter of the site, oriented around a private T-shaped driveway that provides fire access and circulation, with primary access from W. Fletcher Avenue. The project includes development standard reductions pursuant to State Density Bonus Law, including reduced front and rear yard setbacks, reduced open space dimensions, and modified parking and driveway standards. Detailed project information is provided in Attachment 4 to this report.

The proposed units are designed in a Spanish Colonial Revival architectural style, with enhanced treatment for the two street-facing units. Staff finds the project to be compatible with the surrounding two-story multi-family development to the north, east, and west that reflect a variety of contemporary architectural styles with high roof pitches.

The project contributes to the City's Regional Housing Needs Assessment (RHNA) goals by adding both market-rate and one affordable unit to the City's housing stock.

7. ADVISORY BOARD ACTION

Staff Review Committee:
The Staff Review Committee (SRC) reviewed the project and on December 17, 2025, the SRC recommended approval of the project to the Planning Commission.

Planning Commission:
On February 19, 2026, the Planning Commission reviewed and recommended City Council approval of ENT25-0015 by a vote of 7-0, for the Tentative Tract Map, Major Site Plan Review, and Administrative Design Review.

8. ENVIRONMENTAL REVIEW

The proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines 15332 (Class 32 - In-Fill Development Projects) because the project is consistent with the applicable General Plan designation and zoning designation; the proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses; the project site has no value was a habitat for endangered, rare, or threatened species; approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and the site can be adequately served by all required utilities and public services. No public review is required.

9. ATTACHMENTS

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RESOLUTION NO. 11662

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE APPROVING ENT25-0015 (TENTATIVE TRACT MAP, MAJOR SITE PLAN REVIEW, AND ADMINISTRATIVE DESIGN REVIEW), A REQUEST TO SUBDIVIDE AN EXISTING 0.72-ACRE VACANT SITE TO CONSTRUCT 15 DETACHED THREE-STORY RESIDENTIAL DWELLINGS AT 715 W. FLETCHER AVENUE

APPLICANT: HAMILTON LAND DEVELOPMENT, INC. (MATT HAMILTON)

WHEREAS, the City Council of Orange has authority per Orange Municipal Code (OMC) Section 17.08.020 to take action on ENT25-0015 (Tentative Tract Map, Major Site Plan Review, Administrative Design Review); and

WHEREAS, the application for ENT25-0015 (Tentative Tract Map, Major Site Plan Review, Administrative Design Review) was filed by Hamilton Land Development, Inc. (Matt Hamilton) in accordance with the provisions of the OMC; and

WHEREAS, the application for ENT25-0015 (Tentative Tract Map, Major Site Plan Review, Administrative Design Review) was processed in the time and manner prescribed by state and local law; and

WHEREAS, the application for ENT25-0015 (Tentative Tract Map, Major Site Plan Review, Administrative Design Review) is Categorically Exempt from the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines Section 15332 (Class 32 – In-Fill Development Projects) because the project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations; the proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses; the project site has no value as habitat for endangered, rare, or threatened species; approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and the site can be adequately served by all required utilities and public services. There is no environmental public review required for a CEQA categorically exempt project; and

WHEREAS, the City Council conducted a duly advertised public hearing on April 28, 2026, at which time all interested persons had an opportunity to testify either in support of or in opposition to the project.

NOW, THEREFORE, BE IT RESOLVED that the City Council approves ENT25-0015 (Tentative Tract Map, Major Site Plan Review, Administrative Design Review), a request to

subdivide an existing 0.72-acre vacant site to construct 15 detached three-story residential dwellings at 715 W. Fletcher Avenue, based on the following findings:

SECTION 1 – FINDINGS

Tentative Tract Map

1. *The proposed division of land complies with all requirements of the Subdivision Map Act and Title 16, Subdivisions, of the Orange Municipal Code, and all other resolutions and ordinances of this City, including, but not limited to, requirements concerning area, improvements and design, floodwater drainage control, appropriate improved public roads, sanitary disposal facilities, water supply availability, public safety facilities and environmental protection.*

   The proposed Tentative Tract Map complies with the requirements of the Subdivision Map Act, Title 16, Subdivisions of the Orange Municipal Code, and all other resolutions and ordinances of this City. The Tentative Tract Map proposes to subdivide an approximately 0.72-acre site into 15 single-family residential lots. Lot sizes will range from 1,370 to 1,760 square feet. The project will utilize the small lot subdivision development standards as outlined in OMC Section 17.14.270, which is allowed in the Multiple-Family Residential (R3) zoning district. The R3 zoning is the same as the existing multi-family residential developments to the north, east, and west. Vehicle access to the site will be provided from a private driveway along the southern property line fronting onto W. Fletcher Avenue. Two dwelling units (Units 1 and 15) will have frontage on W. Fletcher Avenue; however, all private garages will be accessed from the common private driveway.

Major Site Plan Review

1. *The project design is compatible with surrounding development and neighborhoods.*

   The project transforms a vacant and underutilized R3 zoned property into a new small lot subdivision consisting of 15 detached residential dwelling units that incorporates a Spanish Colonial Revival-inspired architectural style to create a uniform identity for the development. New landscaping along the street frontage and trees planted throughout the project site will soften the predominant paved areas of the site. The zoning designation of the project site as well as the adjacent residential development to the north, east, and west is R3.

2. *The project conforms to City development standards and any applicable special design guidelines or specific plan requirements.*

   The project utilizes the City's Small Lot Subdivision Development Standards as outlined in OMC Section 17.14.270 to allow an alternate "detached" housing typology, as opposed to the traditional multi-family development. Proposed lot sizes will range from 1,370 to 1,760 square feet. The project is also subject to the City of Orange Small Lot Subdivision Guidelines which ensure that new small lot subdivisions fit into the existing neighborhood

context, promote walkable urbanism through infill development, and achieve high-quality new urban design. The Spanish Colonial Revival-inspired architecture with the variety of landscaping types makes this a high-quality and visually appealing development along that residential corridor (along the northside of W. Fletcher Avenue).

3. *The project provides for safe and adequate vehicular and pedestrian circulation, both on- and off-site.*

   Vehicle access to the site will be provided from a private two-way driveway along the southern property line fronting onto W. Fletcher Avenue. Two dwelling units (Units 1 and 15) will have frontage on W. Fletcher Avenue; however, all private garages will be accessed from the common private driveway. The sidewalk along the street frontage will be maintained consistent with the adjacent properties to the east and west, thus maintaining connectivity.

4. *City services are available and adequate to serve the project.*

   The project incorporates design features and conditions of approval that address Code requirements for building and infrastructure systems that maximize safety and ensure adequate utility services to the site. The applicant will be subject to payment of impact fees associated with schools, parks, libraries, sewer, and Sanitation District fees.

5. *The project has been designed to fully mitigate or substantially minimize adverse environmental impacts.*

   The proposed project includes project design features that minimize potential adverse impacts to Transportation/Traffic, Air Quality, Cultural Resources, Tribal Cultural Resources, Geology/Soils, and Noise. The applicant prepared a CEQA (Class 32-In-Fill Development Projects Categorical Exemption) Memo, which is included as Attachment 10 to the staff report. Per the memo, the project meets the criteria for a categorically exempt project and would not have a significant effect on the environment.

Administrative Design Review

1. *The project design upholds community aesthetics through the use of an internally consistent, integrated design theme and is consistent with all adopted specific plans, applicable design standards, and their required findings.*

   The project transforms a vacant and underutilized R3 zoned property into a new small lot subdivision consisting of 15 detached residential dwelling units that incorporates a Spanish Colonial Revival-inspired architectural style to create a uniform identity for the development. New landscaping along the street frontage and trees planted throughout the project site will soften the impervious areas of the site.

2. *For infill residential development, as specified in the City of Orange infill residential design guidelines, the new structure(s) or addition are compatible with the scale, massing,*

orientation, and articulation of the surrounding development and will preserve or enhance existing neighborhood character.

The project is developed to the City of Orange Small Lot Subdivision Guidelines which ensure that new small lot subdivisions fit into the existing neighborhood context, promote walkable urbanism through infill development, and achieve high-quality new urban design. The Spanish Colonial Revival-inspired architecture with the variety of landscaping types makes this a high-quality and visually appealing development along that residential corridor (along the northside of W. Fletcher Avenue).

SECTION 2 - ENVIRONMENTAL REVIEW

The proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines 15332 (Class 32 – In-Fill Development Projects) because the project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations; the proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses; the project site has no value as habitat for endangered, rare, or threatened species; approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and the site can be adequately served by all required utilities and public services. There is no environmental public review required for a CEQA categorically exempt project.

SECTION 3 – CONDITIONS OF APPROVAL

BE IT FURTHER RESOLVED that the following conditions are imposed with the approval:

General:

1. The final conditions of approval shall be reprinted on a dedicated sheet of the construction documents when submitted to the Building Division for the plan check process.

2. The term "applicant" shall refer to the entity that requests approval of this action or any successor in interest to this approval.

3. Except as otherwise provided herein, this Project is approved as a precise plan. After any application has been approved, if subsequent changes or modifications are proposed regarding the location or alteration of any use or structure, architecture, color scheme, etc., a changed plan may be submitted to the Community Development Director for review and approval. If the Community Development Director or designee determines that the proposed change complies with the provisions and the spirit and intent of the approval action, and that the action would have been the same for the changed plan as for the approved plot plan, the Community Development Director may approve the changed plan administratively. Should the modifications be considered substantial, the modifications shall be reviewed by the Planning Commission at a subsequent public meeting.

4. The applicant agrees, as a condition of City`s approval of ENT25-0015, to indemnify, defend, and hold harmless, at applicant`s expense, the City, its officers, agents, and employees ("City") from and against any claim, action or proceeding brought against the City, including, but not limited to, any claim, action or proceeding commenced within the time period provided in Government Code Section 66499.37 to attack, review, set aside, void or annul the City`s approval, to challenge the determination made by the City under the California Environmental Quality Act ("CEQA") or to challenge the reasonableness, legality or validity of any condition attached hereto. City shall promptly notify applicant of any such claim, action or proceeding to which the City receives notice and to cooperate fully with the applicant in the defense thereof. Applicant shall reimburse the City for any and all costs and expenses, including, but not limited to, court costs and attorney fees that the City may be required to pay, including any expenses ordered by a court or expenses incurred through the Office of the City Attorney in connection with said claim, action or proceeding. City may, in its sole discretion, participate in the defense of any claim, action or proceeding but such participation shall not relieve applicant of the obligations of this condition. In the event the applicant is required to defend City in connection with such claim, action or proceeding, City shall have the right to approve counsel to so defend the City, approve all significant decisions concerning the manner in which the defense is conducted and approve any all settlements, which approval(s) shall not be unreasonably withheld. The obligations set forth herein remain in full force and effect throughout all stages of litigation including any and all appeals of any lower court judgment rendered in the proceeding. Further, applicant agrees to indemnify, defend and hold harmless the City for all costs and expenses incurred in enforcing this provision.

5. The applicant shall comply with all federal, state, and local laws, including all City regulations. Violation of any of those laws in connection with the use may be cause for revocation of this permit.

6. If no use or construction has occurred, the project approval expires 24 months from the approval date. Extensions of time may be granted, if requested in writing in accordance with OMC Section 17.080.060.

Planning Division:

7. The applicant/operator at all times shall provide the required number of parking spaces based on the uses on site. Parking facilities shall be made permanently available and permanently marked for parking purposes only. The storage of materials or other objects on required off-street parking shall be prohibited, in accordance with OMC Section 17.34.030.

8. Prior to building permit issuance, all required parking spaces shall be shown on construction documents as double striped to City standards at the time of approval.

9. Building permits shall be obtained for all construction work, as required by the City of Orange, Community Development Department\`s Building and Safety Services. Failure to obtain the required building permits may be cause for revocation of this entitlement.

10. In conjunction with construction, all activity will be limited to the hours between 7:00 a.m. and 8:00 p.m. Monday through Saturday. No construction activity will be permitted on Sundays and Federal holidays.

11. In conjunction with the operation of the residences, the property owner shall be responsible to maintain the property to a level deemed adequate by the Community Development Director, or designee. This includes, but is not limited to, the buildings, landscape on-site, recreational facilities, trash areas, signage, utilities, property walls, and gates.

12. Prior to building permit issuance, the applicant shall demonstrate to the satisfaction of the Community Development Director that all mechanical and air conditioning equipment shall be shielded and screened from view from adjacent streets and properties. The screening shall be integrated architecturally with the building.

13. A lighting plan shall be submitted for review and approval for any exterior lighting of common areas or parking areas. Lighting plan shall be designed to confine all direct lighting to the property in a manner meeting the approval of the Community Development Director, or designee. Lighting shall be included for any trail not adjoining a public street that will be utilized in evening hours.

14. A final common area landscaping and irrigation plan shall be submitted for review and approval by the Planning Division and Public Works. Plants and shrubbery chosen for landscaping around common area fencing or public trails shall be such that when installed is of a graduated height, from lower to higher away from the access area so as to prevent blind corners and maintain maximum visibility of surrounding area for those using the access.

15. Prior to building permit issuance, final landscaping plans for the Project shall be designed to comply with the City's Water Efficient Landscape Guidelines as described in Section IX et al of the City of Orange Landscape Standards and Specifications.

16. Prior to issuance of certificate of occupancy, all parking lot and landscaping improvements shall be completed according to the approved plans and to the satisfaction of the Community Development Director, or designee.

17. Prior to building permit issuance, the applicant shall prepare a final landscaping and irrigation plan consistent with the grading plans, site plans, and the conceptual landscaping plan as proposed for the project for the review and approval of the Community Development Director, or designee.

18. Landscape maintenance shall be performed in such a manner as to allow all trees to retain their full canopy height for screening and full canopy breadth for shade at point of maturity, except as required for public safety purposes.

19. Any new lighting on the premise shall be installed in such a way to direct, control, and screen the lighting to prevent off-site light spillage onto adjoining properties and shall not be a nuisance to any point beyond the exterior boundaries of the property.

20. Any graffiti shall be removed within 72 hours from the time the City of Orange Notice of Violation is received by the applicant/property owner.

21. Prior to building permit issuance, the applicant shall pay all of the applicable Development Impact Fees in accordance with the most current fee schedule at the time of payment (e.g., TSIP fees).

22. Prior to Building Permit issuance, the applicant shall pay any outstanding monies due to the City of Orange for Planning Division entitlement activities related to the Project.

Tentative Tract Map:

23. A Tentative Tract Map shall expire unless recorded within 24 months after tentative map approval (April 28, 2026) and prior to the sale or lease of any parcel, unless the tentative map is extended pursuant to Government Code Section 66452.6.

24. This approval constitutes approval of the proposed subdivision only to the extent that the project complies with the City of Orange's Subdivision Ordinance and any other applicable zoning regulations. Approval does not include any action or findings as to compliance or approval of the project regarding any other applicable ordinance, regulation, or requirement.

Covenants, Conditions, and Restrictions (CC&R's):

25. CC&R's shall be designed and approved by the City for the entire site and address specific responsibilities of the Homeowners Association (HOA). A few specific areas include, but are not limited to:

    a. Any aspect that is zoning in nature shall be structured so they cannot be rescinded or modified without City concurrence.
    b. Maintenance responsibilities for any private drainage or water quality features.
    c. Maintenance responsibilities for fuel modification areas.
    d. Maintenance responsibilities for landscape areas, including parkway median roadway areas, arterial roadway landscaping, common slopes or native open space.
    e. Identification of HOA community trail or bikeway systems that will be open to the general public through public pedestrian easements, and maintenance of these community trails and bikeways.
    f. Detailing enforcement options available to the City to ensure that maintenance is continuously undertaken for common slopes, drainage and water quality, fuel modification zones, trails that are open to the public or other zoning aspects.
    g. Maintenance of any applicable private streets.
    h. Maintenance of any applicable private recreation facilities.

i. Identification of common open space lots that will be owned or under the control of the HOA and maintenance for open space lots.
j. Ensure, in perpetuity, that private trails and bikeways open to the general public shall not be blocked through the construction of any fencing, gates or other devices that would limit or restrict access to the general public.
k. A method to distribute the cost of required maintenance in an equitable manner among the owners of eh dwelling units within the subdivision.
l. Ownership and maintenance of common slope areas, including down drain and terrace drains.
m. The CC&R's shall contain a provision that the Fire Chief can, at his discretion, require further street markings for fire lanes (including red curbing) if signage fails to keep fire lanes clear of vehicles or other obstructions.

26. The CC&R's shall be recorded prior to or at the same time as the first final map.

27. The CC&R's shall be subject to a joint review by the Community Development Director, Public Works Director, and City Attorney. The applicant shall be required to pay for the review of the CC&R's by the City Attorney, Public Works Director and the Community Development Director at City's hourly billing rate.

28. All lettered parcels not specifically assigned to and accepted by a governmental entity shall remain under the common ownership, maintenance, and liability of the HOA. No lettered lot may be sold separately. Private park facilities within a development area shall be maintained as designed and approved by the City and shall not be altered or removed without specific approval from the City of Orange. These provisions shall be reflected in the CC&R's.

Density Bonus Agreement:

29. Prior to the building permit issuance, the applicant shall record a Density Bonus Housing Agreement on the parcel(s) designated for the construction of the affordable units. The Density Bonus Housing Agreement shall be drafted by the applicant and reviewed by the Community Development Director and the City Attorney with a recommendation made to the Planning Commission and City Council. The Density Bonus Housing Agreement shall provide for the following conditions governing the initial sale and use of affordable units during the applicable use period:

    a. Affordable units shall, upon initial sale, be sold to eligible very low or lower income households at an affordable sales price and housing cost.
    b. Affordable units shall be initially owner-occupied by eligible very low or lower income households.
    c. The initial purchaser of each affordable housing unit shall execute an instrument or agreement approved by the City restricting the sale of the affordable housing unit in accordance with this chapter during the applicable use restriction period. Such instrument or agreement shall be recorded against the parcel containing the

affordable housing unit and shall contain such provisions as the City may require to ensure continued compliance with this chapter and the state Density Bonus Law.

d. Sale Clause. The Density Bonus Housing Agreement shall stipulate that, when the terms of affordability have expired on an affordable unit, the City, its redevelopment agency and/or a non-profit housing organization shall have a first right of purchase option sixty (60) days prior to the affordable unit being advertised on the market.
e. Rental of For-Sale Units. Rental of affordable units shall not be allowed unless the proposed renter(s) qualifies as a very low or lower income household.
f. Monitoring of Compliance to Agreement. A monitoring program shall be required, specifying the party responsible for certifying tenant incomes and rent levels or sales price, maintaining the required number of affordable units and each affordable unit's property, and marketing and filling unit vacancies.

30. Prior to the issuance of a building permit, the applicant shall record a Density Bonus Housing Agreement on the parcel(s) designated for the construction of the affordable units. The Density Bonus Housing Agreement shall be drafted by the applicant and reviewed by the Community Development Director and the City Attorney with a recommendation made to the Planning Commission and City Council. The Density Bonus Housing Agreement shall provide for the following conditions governing the use of the affordable housing units during the use restriction period:

    a. The rules and procedures for qualifying tenants, establishing affordable rent, filling vacancies and maintaining the affordable units for qualified tenants.
    b. Provisions requiring owners to verify tenant incomes and maintain books and records to demonstrate compliance with this chapter.
    c. Provisions requiring owners to submit an annual report to the city, which includes the name, address and income of each person occupying each affordable unit, and which identifies the bedroom size and monthly rent or cost of each affordable unit.
    d. Determination of Rent. A maximum rent schedule shall be submitted to the Department of Community Development prior to the issuance of an occupancy permit for the affordable units and updated annually on the anniversary date of occupancy.
    e. Deposit amount. Total move-in costs for eligible tenants occupying affordable units shall be limited to first month`s rent plus a security/cleaning deposit not to exceed one month`s rent.
    f. Upward Mobility Allowance. When a tenant occupying an affordable unit no longer qualifies under the income requirements, verified through the monitoring program required as part of the Density Bonus Housing Agreement, that tenant may then be charged market rate rent. If this occurs, any currently vacant unit of similar type to the affordable unit in question shall then be designated as an affordable unit, and the owner shall immediately attempt to secure tenants in accordance with this chapter. The owner is required to maintain at all times during the use restriction the minimum number of affordable units identifies in the Density Bonus Housing Agreement.

g. Subletting of Affordable Units. No subletting of designated affordable units shall be allowed unless the following conditions are met:
    i. Written permission is obtained from the Community Development Director.
    ii. The sublessee qualifies as a very low or lower income household.
    iii. The rent collected shall not exceed the maximum affordable rent.

Fire Department:

31. Automatic Fire Sprinklers required. Deferred submittal for plan and permit by licensed C-16 contractor. Permit is required prior to water service approval.

32. Plans submitted for Building Plan Review shall comply with the California Fire Code as amended by the City and as frequently amended and in effect at the time of application for Building Permit.

33. Onsite fire department access will require reciprocal easement recording prior to issuance of Rough Grading Permit and shall be reviewed by Fire prior to approval. The easement shall include reciprocal access amongst all properties. Recording shall include a Declaration of Restrictions in perpetuity, to include impact and liability being created by the shared obligation of all property owners and future individuals with interest to each property. All maintenance of, including but not limited to roadways, utility mains, fire lane signage, markings, fire lines, fire hydrants testing and service, and all equipment thereto within the reciprocal easement.

Police Department – Crime Prevention Bureau:

34. Security and design measures that employ defensible space concepts shall be utilized in development and construction plans. These measures incorporate the concepts of Crime Prevention through Environmental Design (CPTED), which involves considerations such as placement and orientation of structures, access and visibility of common areas, placement of doors, windows, addressing, and landscaping. CPTED promotes public safety, physical security and allows citizens the ability to monitor activity. It is based on five concepts to provide non-invasive and permanent measures to prevent and reduce crime: territoriality, natural surveillance, access control, activity support, and maintenance. The project shall also comply with the requirements contained in the City of Orange Municipal Code Chapter 15.52, Building Security Construction Standards reference Ordinance #6-22.

Building and Safety Division:

35. Prior to building permit issuance, the construction documents shall provide the "Green Code Checklist". And the green measures associated with the project shall be clearly specified as to what sheet of plans are shown.

36. Prior to building permit issuance, a Soils Report is required.

37. Prior to building permit issuance, the plans shall show that the climate zone is Zone 8.

38. Beginning on January 1, 2026, each California City is required by State law to enforce the 2025 Edition of California Building Standards Codes (a.k.a., Title 24 of the California Codes of Regulations). All projects submitted before or on December 22, 2025, are permitted to comply with the 2022 Edition of the California Building Standards Code.

39. Prior to building permit issuance, the plans shall provide the design data on the first sheet of the construction documents:

    a. Occupancy groups
    b. Type of construction
    c. Sprinkler building
    d. Floor area
    e. Height
    f. Number of stories
    g. Allowable floor area
    h. APNs (assessor parcel numbers)

40. Prior to building permit issuance, the applicant shall provide Energy Conservation – Title 24 energy forms and calculations:

    a. Certificate of Compliance Documents

41. Projections of dwelling units and accessory buildings:

    a. With an automatic residential fire sprinkler protection are not permitted less than 2 feet to the property line and are required to be 1 hour fire rated on the underside with a fire separation distance between 2 feet and 3 feet. [CRC Table R302.1 (2)].

42. Walls of dwelling units and accessory buildings:

    a. With an automatic residential fire sprinkler protection with a fire separation distance less than 3 feet are required to have a full one hour rating. [CRC Table R302.1 (2)]

43. Openings are not permitted less than 3 feet to the property line. In without an automatic residential fire sprinkler protection openings are limited to 25 percent the wall area when fire.

44. See the link below, it may provide you the general info for residential permit applications. https://www.cityoforange.org/home/showpublisheddocument/1670/637707554843470000

45. Prior to building permit issuance, the construction documents shall include a Utility Plan with dimensions demonstrating the locations for proposed utilities such as sewer.

46. Periodic special inspection is required for wood shear walls, shear panels, and diaphragms, including nailing, bolting, anchoring, and other fastening to components of the seismic/ wind force resisting system. Special inspection by a deputy inspector is required where the fastener spacing of the sheathing is 4" o.c. or less. [CBC 1705.12.1 & CBC 1705.13.2]

47. Provide the following Electric-Ready requirements on plan: [150]

    a. Heat Pump Space Heater Ready
    b. Electric Cooktop Ready
    c. Electric Clothes Dryer Ready
    d. Energy Storage System (ESS) Ready

48. R327.1.4 Doorbell buttons. Doorbell buttons or controls, when installed, shall not exceed 48 inches (1219.2 mm) above exterior floor or landing, measured from the top of the doorbell button assembly. Where doorbell buttons integrated with other features are required to be installed above 48 inches (1219.2 mm) measured from the exterior floor or landing, a standard doorbell button or control shall also be provided at a height not exceeding 48 inches (1219.2 mm) above exterior floor or landing, measured from the top of the doorbell button or control.

Public Works – Development Services:

49. Pavement restorations on streets under Moratorium or with a Pavement Condition Index of 75 or greater, shall be done per Std Plan 125, Note 17 of the Encroachment Permit. W. Fletcher Ave. does currently have a PCI greater than 75.

50. Any soil imported or exported shall require a Transportation Permit from Public Works Traffic Division.

51. An approval by the City Council is required prior to import or export of soil exceeding 30,000 cubic yards. A dirt haul route shall be approved by the City Council and the travel path is subjected to pavement deterioration evaluation. (O.M.C. 10.67.030(B)).

52. Upon submittal of grading plan for plan check, the applicant shall make a deposit to cover plan check and inspection services related to the grading activities.

53. The grading plan shall detail all of the locations where retaining walls will be constructed. Geometric detail of retaining walls shall be shown on the grading plan, including material type, dimensions, backfill, and subdrains. A building permit is also required for retaining walls over 4 feet in height measured from the bottom of the footing to the top of the wall prior to construction. Structural details and design calculations shall be submitted as a separate document and will be reviewed and permitted by City Building Division.

54. Show all sewer and storm drain lines on the Grading Plan. Other utility lines, such as water lines, may also be shown on Grading Plan for reference.

55. The applicant shall submit a grading plan in compliance with City standards for review and approval by the Public Works Director. All grading and improvements on the subject property shall be made in accordance with the Manual of Grading and Standard Plans and Specifications to the satisfaction of the Public Works Director. The applicant may be required to include Phased Erosion and Sediment Control Plans, Site Demolition Plan, and Utility Plan as parts of the grading plan.

56. Site grading shall conform to the latest California Building Code Section 1804. The ground immediately adjacent to the foundation shall be sloped away from the building at a slope of 5% for pervious surfaces, and 2% for impervious surfaces, at a minimum distance of 10 feet.

57. The contractor shall obtain a Grading Permit from Public Works Department prior to start of any site demolition, clearing and grubbing, and grading.

58. A sewer capacity analysis shall be required to ensure sufficient sewer service can be provided.

59. Submit a hydrology report for 10- and 100-year rainstorms. Show that 100-year flood elevation level to confirm there is a one-foot freeboard to the building finished floor level.

60. The final map and CC&R's shall be recorded (model homes excluded) prior to issuance of building permits or sale or lease of any parcels.

61. The CC&R's shall be subject to a joint review by the Community Development Director, Public Works Director, and City Attorney. The applicant shall be required to pay for the review of the CC&R's by the City Attorney, Public Works Director and the Community Development Director at City's hourly billing rate.

62. All works within public right-of-way and public utility easements will require Encroachment Permits, including sidewalk and driveway constructions and utility main and lateral constructions.

63. All public infrastructures, including street sections, sidewalk, driveway apron, and utilities shall comply with City of Orange Standard Plans and Specifications.

64. Utilities serving the development, such as electric, cable television, street lighting and communication shall be installed underground, completed and approved by the appropriate utility provider.

65. Driveway aprons shall conform to Public Works Standard Plan 115 for commercial driveway with ADA accessibility.

66. Repair any cracked, uneven, or damaged public sidewalk, curb and gutter along property frontage.

67. The applicant shall extend the sewer main with a manhole at the upstream end, with an additional 4 feet stub out prepared for any future extension. The extended sewer main shall be dedicated to City of Orange.

68. Sanitary sewer system connecting from the buildings to public mainline shall be private and maintained by the property owner.

69. Show all structural BMPs for water quality purpose on Grading Plan. Water quality features shown on the Grading Plan must match WQMP.

70. Prior to building foundation construction, a Certificate Letter of Line and Grade shall be submitted to Public Works Construction Inspector demonstrating that the site grading and pad elevation are completed according to the grading plan.

71. Arborist report and tree removal permit will be required prior to any tree removal.

72. Prior to issuance of building permits, the applicant shall submit an address number request, including an addressing plan, to Public Works Department for review and approval.

73. A sewer capacity analysis report, stamped and signed by a registered Civil Engineer, shall be required to ensure sufficient sewer service downstream of the project site.

74. Prior to building permit issuance, the applicant shall submit to the Public Works Department an address number request, including an addressing plan for the buildings within the property for review and approval by the Addressing Committee.

75. Additional comments will be provided during the plan check process.

Water Division:

76. Plans submitted during plan check must show that the minimum separation requirements are met and that each of the various designer's plan sets match. The applicant's consultant preparing the improvement and utility plans must coordinate their plans with the consultants preparing the landscape, architectural, surface water quality management, fire master and/or fire suppression plans so that all designs are consistent.

77. Prior to issuance of encroachment permit, the applicant must prepare and provide product material submittals consistent with the water improvement plans for all proposed public water system facilities to the Water Division per the City of Orange Standard Specifications and Plans For the Construction of Water System for review and approval.

78. Prior to issuance of any grading permit or building permit, the applicant must submit improvement plans to the Water Division for review and approval for any new fire hydrants, domestic water services, fire services, landscape services, backflow prevention devices, and any other proposed improvements or relocations affecting the public water system facilities.

79. Prior to issuance of any grading permit, the applicant must construct all public and/or private improvements to the satisfaction of the Water Division. The applicant may be required to enter into an agreement with the City of Orange, and post security in a form and amount acceptable to the City Engineer and/or Water Division to ensure construction of said improvements.

80. Prior to issuance of any grading permit or building permit, the applicant will be responsible for the installation and/or relocation of the proposed or existing public water system facilities to a location and of a design per the improvement plans approved by the Water Division.

81. Prior to issuance of building permit, the Water Division will approve the type and location of landscaping services, fire services, and backflow prevention devices for proposed City services.

82. Prior to issuance of building permit, the applicant must submit construction documents must show that the installation of sewer mains in the vicinity of water mains is done per the Department of Public Works Water Division Standard No. 113 and will be approved by the Water Division.

83. Prior to issuance of building permit, the applicant must submit construction documents must show that a six foot minimum horizontal clearance and a one foot minimum vertical clearance would be maintained between City water mains, laterals, services, meters, fire hydrants and all other utilities except sewer. The Water Division will review and approve the construction documents.

84. Prior to issuance of building permit, the applicant must submit construction documents that show that an eight-foot minimum clearance is provided between City water mains, laterals, services, meters, fire hydrants, signs, or trees or other substantial shrubs and plants as required by the Water Division. The Water Division will review and approve the construction documents.

85. Prior to issuance of building permit, construction documents must show that permanent signs, awning, surface water quality management features or other structures are not built over water mains, laterals, services, meters, or fire hydrants as required by the Water Division.

86. Prior to approval of a water improvement plan, the applicant must satisfy all water main connection, plan check, and inspections charges as determined by the Water Division.

Surface Water Quality:

87. Prior to recordation of the final map, a copy of the project's CC&Rs shall be provided to the Public Works Department for review and approval that includes requirements for maintenance and funding of the project's structural and treatment water quality best management practices as approved by the City in the project's Water Quality Management Plan (WQMP).

88. The project applicant shall maintain all structural, treatment and low impact development best management practices (BMPs) at the frequency specified in the approved WQMP. Upon transfer of ownership or management responsibilities for the project site, the applicant shall notify the City of Orange Public Works Department of the new person(s) or entity responsible for maintenance of the BMPs.

89. Prior to issuance of building permits, the applicant shall review the approved WQMP and grading plan to ensure the structure's downspouts or drainage outlet locations are consistent with those documents. Copies of the building or architectural plans specifically showing the downspouts and drainage outlets shall be submitted to the Public Works Department for review.

90. Prior to issuance of certificates for use of occupancy or final signoff by the Public Works Department, the applicant shall demonstrate to the satisfaction of Public Works, that the preparer of the WQMP has reviewed the BMP maintenance requirements in Section V of the WQMP with the responsible person and that a copy of the WQMP has been provided to that person. A certification letter from the WQMP preparer may be used to satisfy this condition.

91. Prior to issuance of certificates for use and occupancy, the applicant shall demonstrate the following to the Public Works Department:

    a. That all structural and treatment control BMPs described in the Project WQMP have been constructed and installed in conformance with the approved plans and specifications.
    b. That the applicant is prepared to implement all non-structural BMPs described in the Project WQMP.
    c. That an adequate number of copies of the project's approved final Project WQMP are available for the future occupiers.

92. Prior to issuance of grading permits the applicant shall submit a Priority Project WQMP for review and approval to the Public Works Department that:

    a. Prioritizes the use of Low Impact Development principles as follows: preserves natural features; minimizes runoff and reduces impervious surfaces; and utilizes infiltration of runoff as the method of pollutant treatment. Infiltration BMPs to be considered include the use of permeable materials such as concrete and concrete pavers, infiltration trenches, infiltration planters, and other infiltration BMPs as applicable.
    b. Incorporates the applicable Site Design, Routine Source, Structural Control and Low Impact BMPs as defined in the Model Water Quality Management Plan and Technical Guidance Document.
    c. Maintains the hydrologic characteristics of the site by matching time of concentration, runoff, velocity, volume and hydrograph for a 2-year storm event.

d. Minimizes the potential increase in downstream erosion and avoids downstream impacts to physical structures, aquatic and riparian habitat.
e. Generally describes the long-term operation and maintenance requirements for structural and Treatment Control BMPs.
f. Identifies the entity or employees that will be responsible for long-term operation, maintenance, repair and or replacement of the structural and Treatment Control BMPs and the training that qualifies them to operate and maintain the BMPs.
g. Describes the mechanism for funding the long-term operation and maintenance of all structural and Treatment Control BMPs.
h. Includes a copy of the forms to be used in conducting maintenance and inspection activities.
i. Meets recordkeeping requirements (forms to be kept for 5 years).
j. Includes a copy of the form to be submitted annually by the project owner to the Public Works Department that certifies that the project's structural and treatment BMPs are being inspected and maintained in accordance with the project's WQMP.

Traffic Division:

93. Prior to issuance of certificate of occupancy, the applicant will be responsible for paying Transportation Systems Improvement Program (TSIP) fees based on the proposed net change in land use. Final TSIP fees will be calculated using the final approved building plans and current rates at the time of building permit issuance. TSIP fees can be found on the City's website.

ADOPTED this ____ day of _____, 2026

_____
Daniel R. Slater, Mayor, City of Orange

ATTEST:

_____
Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

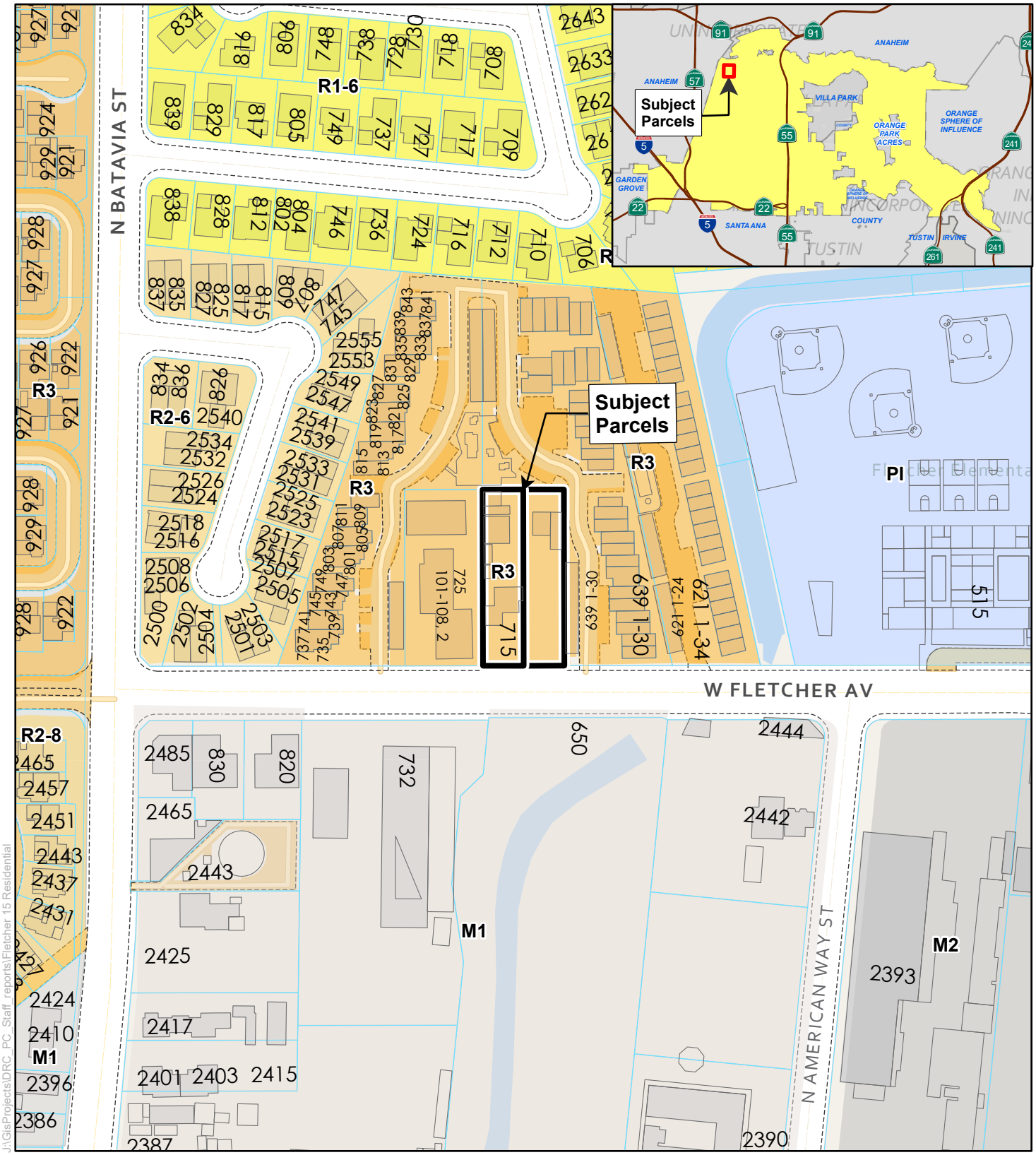
_____
Nathalie Adourian, City Attorney, City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Orange at a regular meeting thereof held on the _____ day of _____, 2026 by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

_____
Pamela Coleman, City Clerk, City of Orange



City of Orange
Geographic Information System

Legend
- Parcels
- Subject Parcels

Project Name: ENT25-0015 (Tentative Tract Map, Major Site Plan Review and Administrative Review)

Address: 715 W. Fletcher Ave.

Zoning: R3

N W E S

0 100 200 Feet

2/9/2026

Source: City of Orange (2026)

CITY OF ORANGE

FLETCHER 15 RESIDENTIAL PROJECT

VICINITY MAP

HAMILTON
LAND DEVELOPMENT, INC.

July 21, 2025

Mr. Ryan Agbayani
Senior Planner
City of Orange
300 E. Chapman Ave.
Orange, CA 92866

Re: Fletcher 15 - Proposed Mixed-Income Residential Project
705-715 West Fletcher Avenue

Dear Ryan,

On behalf of ADC Fletcher 15, LLC, I am pleased to submit the complete entitlement submittal for the proposed small lot subdivision project at the above referenced property. In accordance with our previous correspondence, the project's SB330 application was deemed complete last month securing the vesting rights. We recently closed escrow on the property and look forward to perfecting all approvals and permits necessary to start construction.

The property is a .72 acre vacant parcel previously occupied by a street sweeping company. All structures were recently demolished and the site is essentially a flat pad with no trees or vegetation. The property is surrounded to the east, west and north by residential townhomes with a similar density as the proposed project. The south side of the property is bounded by Fletcher Avenue with the Fletcher Basin beyond.

The proposed project will feature 15 new single-family homes on individual small lots, one of which will be set aside for a very low income household (50% AMI). The proposed entry level three story homes are anticipated to be approximately 1,750 square feet with four bedrooms and a two car garage and will be geared towards growing families. The project will be a common interest development with a homeowners association owning and managing the private streets and walkways, common open space, common landscape areas and guest parking spaces.

The baseline density for the project under the City's land use designation of Low Medium Density Residential (LMDR) is 11 homes (.72 net acres * 15 du/acre). The proposed set aside is for 9% of the homes (9% * 11 homes = 1). The affordable home will be set-aside for a very low income household (50% AMI) which qualifies the project for a density bonus of 30%, or 4 homes, in accordance with state density bonus law and City of Orange municipal code section 17.15.

The proposed project qualifies for an unlimited number of reductions and waivers to zoning standards in accordance with state density bonus law and City code. These reductions and waivers are listed on the cover sheet of the entitlement plan set and are further outlined in the accompanying legal opinion letter from our land use attorney. The project also qualifies for one incentive/concession under state density bonus law: The requested project incentive is expedited processing of the entitlement application.

It is anticipated that the project will be constructed in one phase, with all homes being sold and occupied within a three to four month period. Building the project in one phase should minimize any impacts associated with construction noise and traffic.

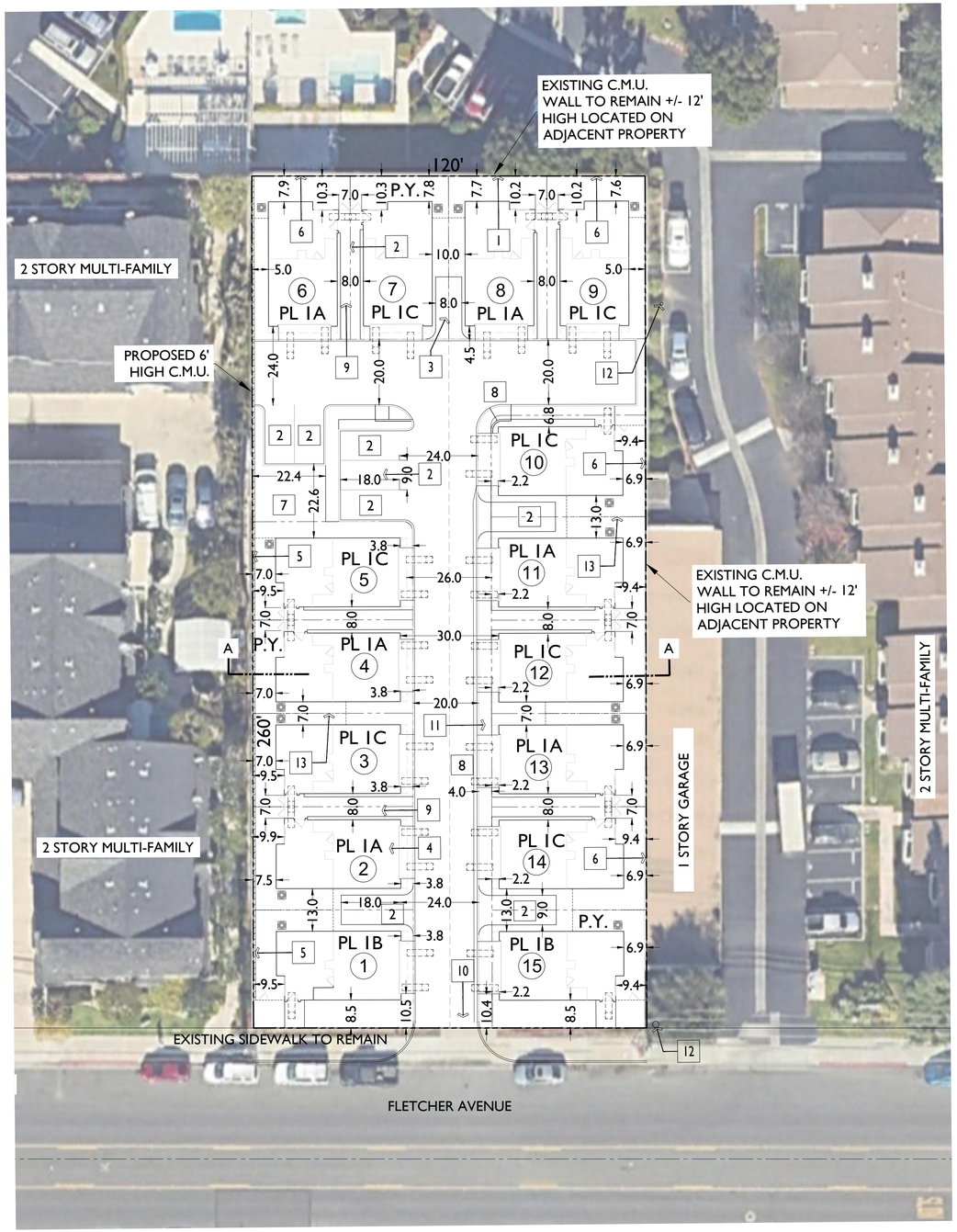
We look forward to continuing to work with the City of Orange on this proposed mixed-income housing project. Please contact me if you have any questions or need additional information.

Sincerely,

Matt Hamilton, PE
ADC Fletcher 15, LLC

Fletcher 15 - Proposed Density Bonus Waivers and Reductions per State Density Bonus Law (DBL)

Table 17.14.270 - SMALL LOT SUBDIVISION DEVELOPMENT STANDARDS	Requirement	Proposed	Comment
Maximum Permitted Density R-3 (units/acre)	15	15	Includes Bonus units allowed per DBL
Subdivided Lot - dwelling units (du) per lot	1	1	
Minimum Lot Area - square feet (sf)	N/A	.72 acres	
Minimum Lot Frontage - feet (ft)	25'	120'	
Minimum Lot Depth - feet (ft)	50'	260'	
Minimum Perimeter Setbacks - feet (ft)			
Front	15'	8.5'	Reduction per DBL
Side	5'	5'	
Rear	10'	7.6'	Reduction per DBL
Minimum Interior Setbacks - feet (ft)	0'	3.5'	
Maximum Height - feet (ft) or stories, R-3	35', 3 stories	35', 3 stories	
Maximum Lot Coverage	75%	60%	
Minimum Private Open Space - square feet (sf) per du	150	300	
Minimum Private Open Space dimensions - width of yard area	10'	6.9'	Reduction per DBL
Trash Enclosures. All small lot subdivision developments shall provide trash collection areas adequately and conveniently placed throughout the development.	Trash enclosures located throughout development	Trash bins placed in the private garage of each home	Applicant believes locating private trash bins within the garages of each home meets the intent of this code section. Waiver per DBL
17.34 - Offstreet parking and loading			
DBL Maximum Parking Requirement for density bonus projects with all 4 BR units (spaces per home)	2.5*	2.6	* Differs from City requirement for small lot subdivisions with 4 BR units but not considered a reduction per DBL
17.34.110 - Drive Aisle Minimum Width for 2-Way Traffic	25'	20'	Reduction per DBL
17.34.110 - Back Up Minimum Distance for 90 degree Parking Stall	25'	24'	Reduction per DBL
17.34.110 - Open Parking Stall Dimensions	9'x18'	All stalls are 9'x18' with the exception of one 8'x18' compact stall	Reduction per DBL
17.34.110 - Entry aisle depth for drive aisle accessing arterial highway	30'	10'	Reduction per DBL
City of Orange Small Lot Subdivision Guidelines			
B.1.c. Small lot homes that front an alley shall orient the primary entryway toward the alley, or shall be connected to a pedestrian pathway that leads directly to a public right-of-way	Assuming the private street is considered an alley, the units shall have primary entryway oriented toward the alley, or shall be connected to a pedestrian pathway that leads directly to a public right-of-way	The homes have the primary entyways located on the side, with the primary entryway oriented and visible from a pedestrian path that is connected to either the private street or the public right of way	This requirement seems to be in conflict with B.1.b which states "Small lot homes located in the interior of the subdivision shall orient the primary entryway toward and be visible from a pedestrian pathway that is connected to the public right-of-way or private street." The project meets the requirement of B.1.b but the interior lots do not meet the requirement of B.1.c. Waiver per DBL
C.3.b. Provide ground level private usable open space that is directly accessible from an indoor living space with a door that opens onto it. Ground level open space should have a minimum width and length of 10 feet.	Ground level open space minimum dimension 10'	Ground level open space minimum dimension of 6.9'	Reduction per DBL



SITE ADDRESS: 705-715 W FLETCHER AVENUE
APN: 374-261-10 AND 11
GENERAL PLAN: LOW MEDIUM DENSITY RESIDENTIAL (LMDR)
ZONING.: R3 - SMALL LOT SUBDIVISION
SITE ACREAGE: 0.72 ACRES
BASELINE DENSITY: 11 UNITS (15 DU/ACRE * .72 ACRES)
SET ASIDE (VERY LOW): 1 UNIT (9%)
DENSITY BONUS: 4 UNITS (30% * 11 UNITS)
TOTAL RESIDENTIAL UNITS/LOTS: 15
HOME SIZE: 1,750 SF +/-, 4 BDRM, 3.5 BATH
PARKING REQUIRED: 38 (2.5 SPACES PER 4 BR UNIT UNDER STATE DENSITY BONUS LAW)
PARKING PROVIDED: 39 (30 ENCLOSED GARAGE SPACES AND 9 OPEN SPACES)
BLDG.STORIES: 3 STORY
BLDG HEIGHT: 35' (35' ALLOWED)

PRODUCT SUMMARY

2	PL 1A	1,757 SF	4 BD
13	PL 1B	1,769 SF	4 BD

BUILDING CODE SUMMARY
OCCUP. TYPE: R3/U (CRC)
CONST. TYPE: TYPE VB
FIRE SPRINKLER: NFPA 13D (CRC R313.1)

2022 CALIFORNIA RESIDENTIAL CODE (CRC)
2022 CALIFORNIA ELECTRICAL CODE (CEC)
2022 CALIFORNIA MECHANICAL CODE (CMC)
2022 CALIFORNIA PLUMBING CODE (CPC)
2022 CALIFORNIA FIRE CODE (CFC)
2022 CALIFORNIA GREEN BLD'G STDS CODE (CGBSC)
2022 CALIFORNIA ENERGY EFFICIENCY STDS (CEES)

USUABLE OPEN SPACE SUMMARY (SEE SHT. OS FOR LOCATIONS)

PRIVATE YARDS (P.Y.) 4,505 S.F. (300 S.F./UNIT)
PRIVATE BALCONIES 1,500 S.F. (100 S.F./UNIT)
COMMON OPEN SPACE 480 S.F. (32 S.F./UNIT)
TOTAL OPEN SPACE 5,305 S.F. (332 S.F/UNIT).

SITE PLAN KEYNOTES

1. PROPERTY LINE
2. STANDARD PARKING STALL - 9' X 18'
3. COMPACT PARKING STALL - 8' X 18'
4. 3-STORY DWELLING, TYP.
5. PROPOSED 6' HIGH C.M.U. WALL
6. EXISTING CMU WALL TO REMAIN +/- 12' HIGH ON ADJ. PROPERTY
7. AMENITY AREA (SEE LANDSCAPE PLAN)
8. FIRE LANE
9. 6' FIRE ACCESS PATH, TYP.
10. ENHANCED PAVING (SEE LANDSCAPE PLAN)
11. 4' CONCRETE WALKWAY
12. EXISTING FIRE HYDRANT
13. PRIVATE YARD FENCING, TYP.

LEGEND

- PRIVACY FENCE
- FIRE LADDER AREA AT EGRESS WINDOWS 2' X 2' AT GROUND, 6' FROM BLDG FOR 24' HIGH WINDOW PER OCFD ATTACHMENT 22 REQUIREMENTS
- AIR CONDITIONING CONDENSER LOCATED WITHIN PRIVATE YARD AREA
- (1) LOT NUMBER

NORTH

ORANGE

ADC FLETCHER 15, LLC
1635 OHMS WAY, SUITE A
COSTA MESA, CA 92627
949.791.8401

FLETCHER 15 - SMALL LOT SUBDIVISION

SITE PLAN

0 20 40 60

DEC 23, 2025

SUMMA ARCHITECTURE
5256 S. Mission Road, Ste. 404
Bonsall, CA 92003
www.summarch.com p.760.724.1198

SP



USUABLE OPEN SPACE SUMMARY (SEE SHT. OS FOR LOCATIONS)

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LEGEND

- COMMON RECREATION OPEN AREA
- HOMEOWNER PRIVATE YARD AREA
- HOMEOWNER BALCONY AREA (2ND FLR)
- COMMON LANDSCAPE AREA

NORTH

ORANGE

FLETCHER 15 - SMALL LOT SUBDIVISION

OPEN SPACE EXHIBIT

ADC FLETCHER 15, LLC
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0 20 40 60

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OS



SOLID WASTE HANDLING PLAN

SERVICE TYPE: INDIVIDUAL PICKUP (TRASH/RECYCLE/ORGANIC)

REFER TO UNIT PLAN SHT. A-1 AND A-2 FOR LOCATIONS OF BIN STORAGE AREAS AT PRIVATE GARAGES

T R O TRASH/RECYCLE BIN STAGING LOCATION

TRASH VEHICLE DIRECTION OF TRAVEL

NORTH

FLETCHER 15 - SMALL LOT SUBDIVISION

TRASH EXHIBIT

ORANGE

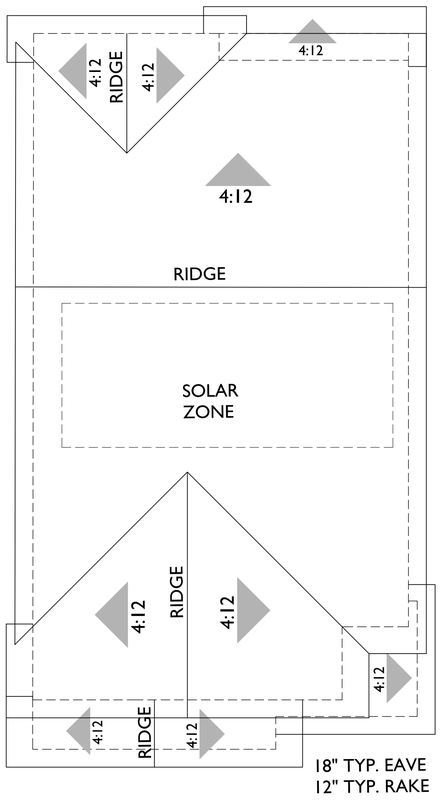
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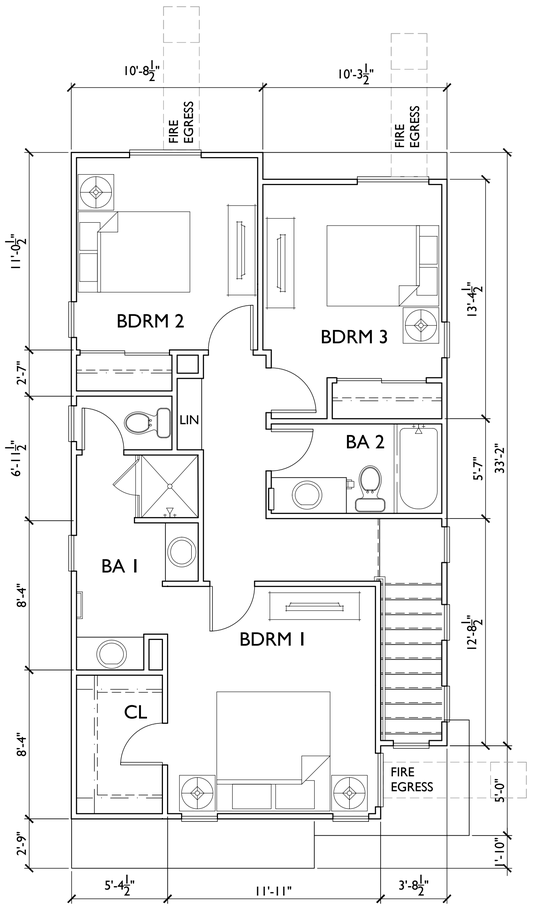
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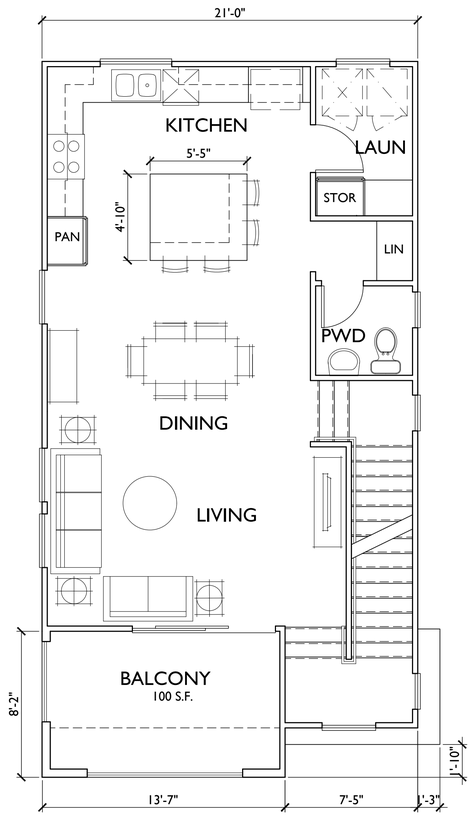
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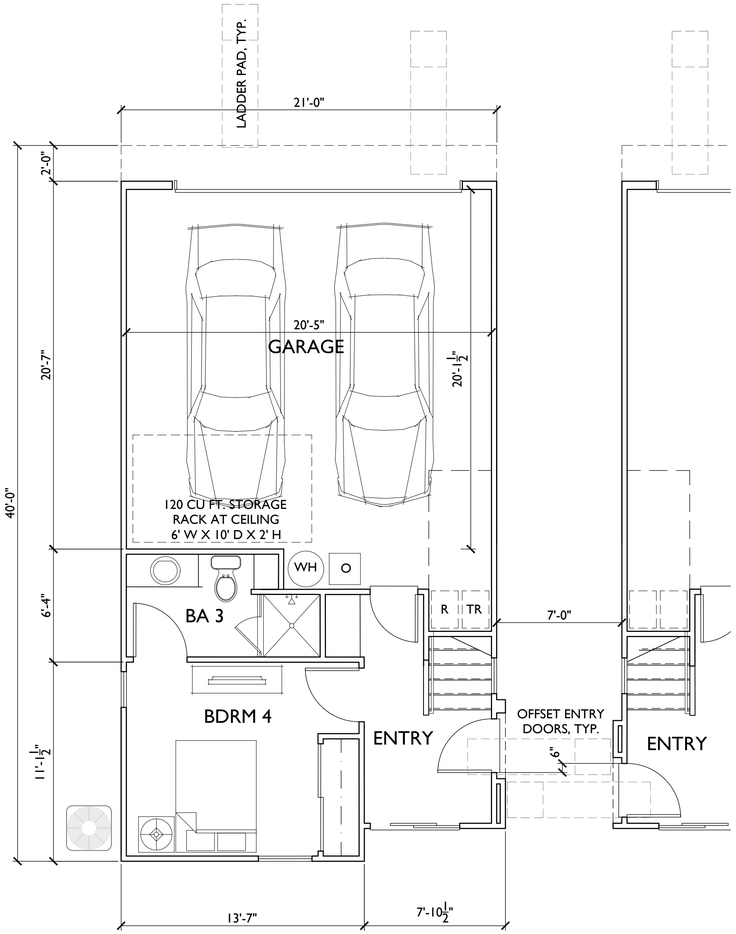
ROOF PLAN



3RD FLOOR PLAN



2ND FLOOR PLAN



1ST FLOOR PLAN

ORANGE

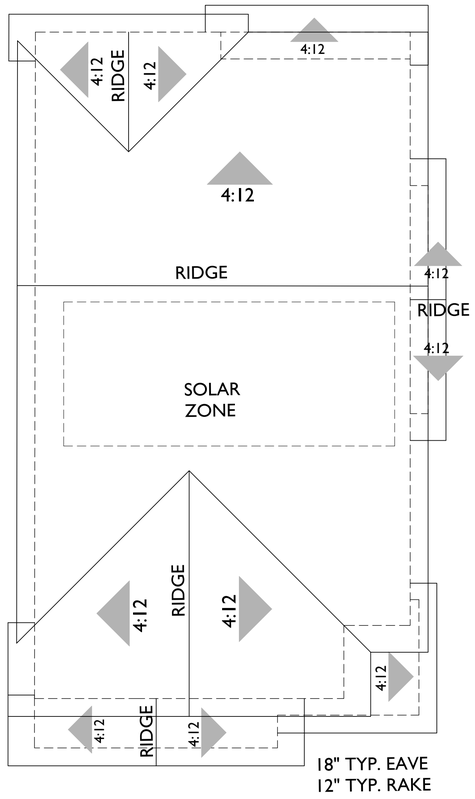
FLETCHER 15 - SMALL LOT SUBDIVISION

PLAN 1A - 1,757 S.F.

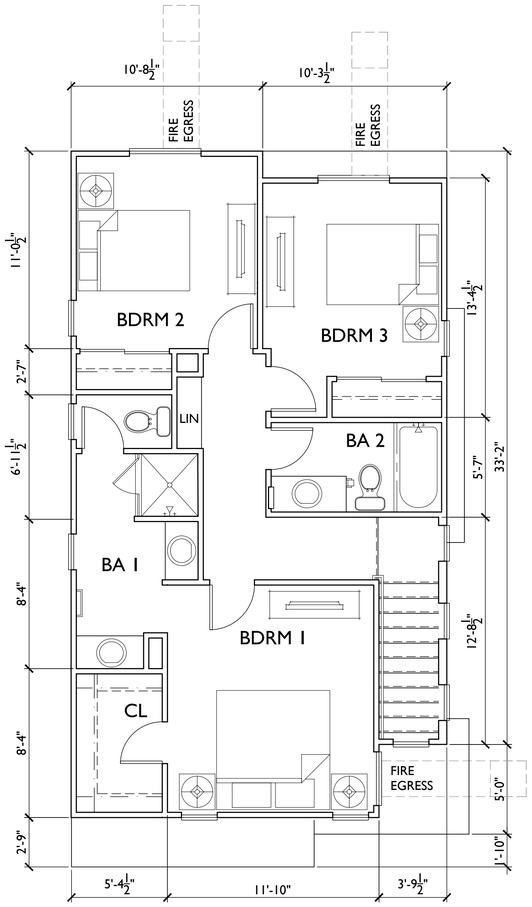
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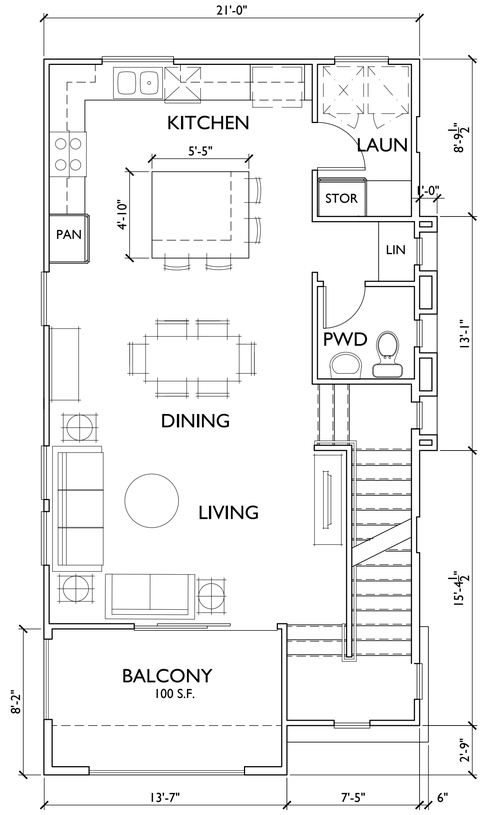
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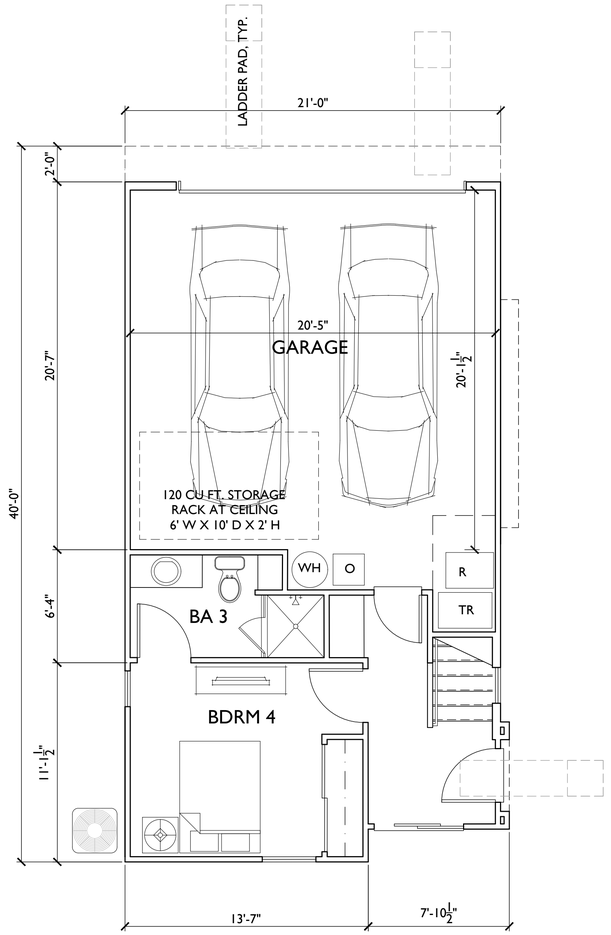
ROOF PLAN
AT LOTS 1 AND 15



3RD FLOOR PLAN
AT LOTS 1 AND 15



2ND FLOOR PLAN
AT LOTS 1 AND 15



1ST FLOOR PLAN
AT LOTS 1 AND 15

ORANGE

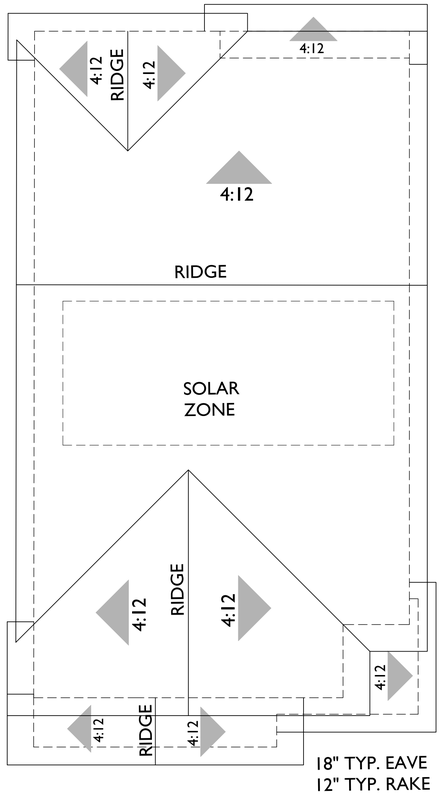
FLETCHER 15 - SMALL LOT SUBDIVISION

PLAN 1B - 1,769 S.F.

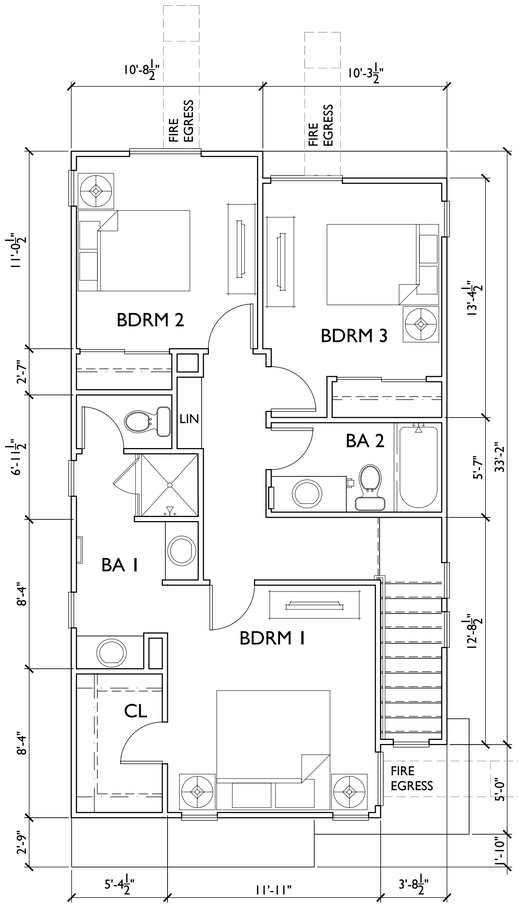
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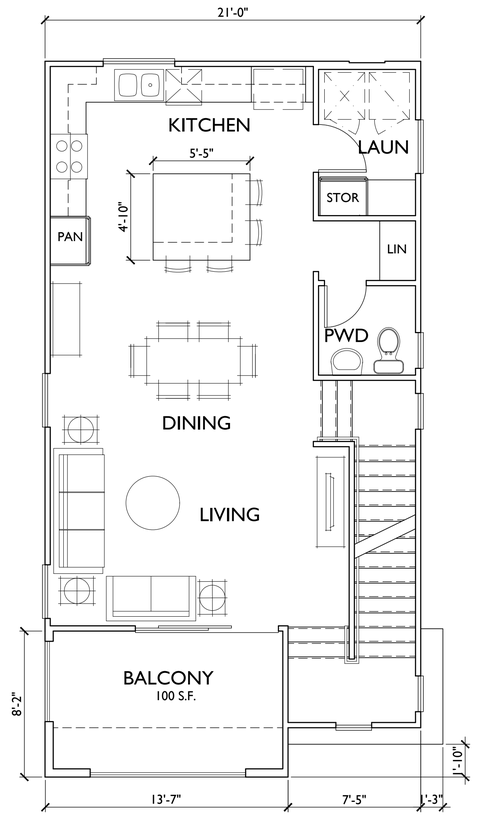
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5256 S. Mission Road, Ste. 404
Bonsall, CA 92003
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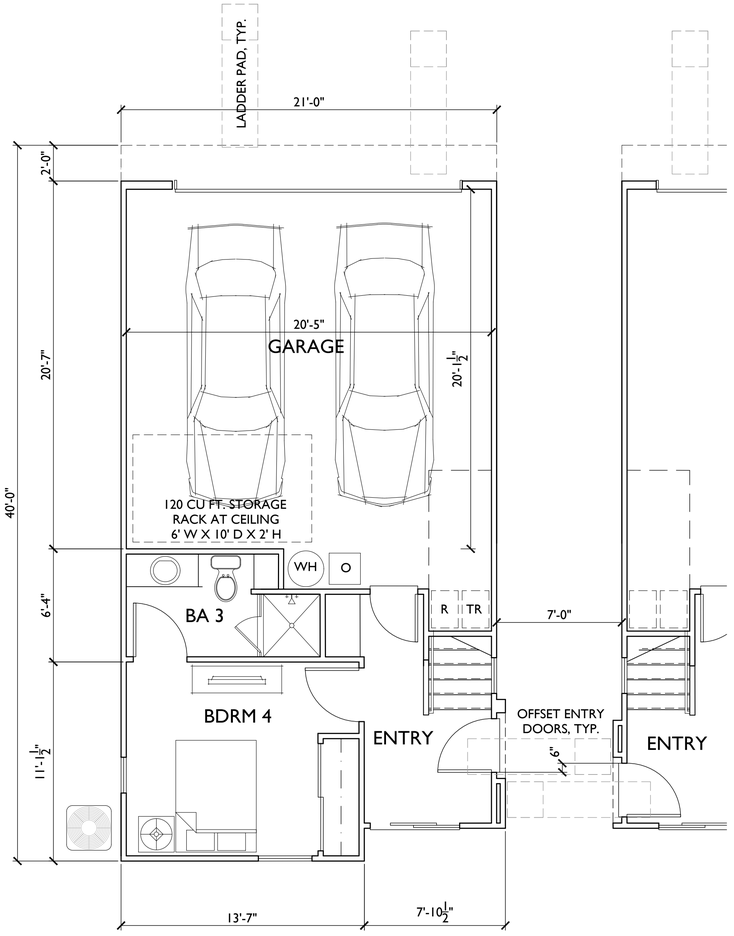
ROOF PLAN



3RD FLOOR PLAN



2ND FLOOR PLAN



1ST FLOOR PLAN

ORANGE

FLETCHER 15 - SMALL LOT SUBDIVISION

PLAN 1C - 1,757 S.F.

ADC FLETCHER 15, LLC
1635 OHMS WAY, SUITE A
COSTA MESA, CA 92627
949.791.8401

DEC 23, 2025

SUMMA ARCHITECTURE
5256 S. Mission Road, Ste. 404
Bonsall, CA 92003
www.summarch.com p.760.724.1198



SIDE ELEVATION 1A & 1B



PRIVATE YARD ELEVATION 1A & 1B

MATERIAL SCHEDULE

1. ROOF - CONCRETE S TILE
2. FASCIA - 2X RESAWN WOOD
3. 16/20 SAND FINISH STUCCO
4. DECORATIVE METAL RAILING
5. VINYL WINDOW W/ STUCCO TRIM
6. STUCCO CONTROL JOINT
7. EXTERIOR LIGHT FIXTURE
8. DECORATIVE SHUTTERS
9. DECORATIVE GABLE ACCENT
10. DECORATIVE METAL POTSHELF
11. SECTIONAL GARAGE DOOR
12. ARCHED RECESS
13. DECORATIVE METAL GRILLE
14. FIXED 3RD FLR. ACCENT WINDOW (FACING ADJACENT PROPERTIES)



SEE PLAN SHEET A-1 FOR OFFSET ENTRY DOOR ALIGNMENTS, TYP. AT UNIT TO UNIT LOCATIONS

FRONT ELEVATION 1A & 1B



DRIVE ELEVATION 1A & 1B



ENHANCED SIDE ELEVATION AT FLETCHER - 1B

FLETCHER 15 - SMALL LOT SUBDIVISION

ORANGE

ELEVATIONS 1A & 1B

ADC FLETCHER 15, LLC
1635 OHMS WAY, SUITE A
COSTA MESA, CA 92627
949.791.8401

DEC 23, 2025

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Bonsall, CA 92003
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945



SIDE ELEVATION 1C



PRIVATE YARD ELEVATION 1C

MATERIAL SCHEDULE

1. ROOF - CONCRETE S TILE
2. FASCIA - 2X RESAWN WOOD
3. 16/20 SAND FINISH STUCCO
4. DECORATIVE METAL RAILING
5. VINYL WINDOW W/ STUCCO TRIM
6. STUCCO CONTROL JOINT
7. EXTERIOR LIGHT FIXTURE
8. DECORATIVE SHUTTERS
9. DECORATIVE GABLE ACCENT
10. DECORATIVE METAL POTSHELF
11. SECTIONAL GARAGE DOOR
12. ARCHED RECESS
13. DECORATIVE METAL GRILLE
14. FIXED 3RD FLR. ACCENT WINDOW (FACING ADJACENT PROPERTIES)



SEE PLAN SHEET A-3 FOR OFFSET ENTRY DOOR ALIGNMENTS, TYP. AT UNIT TO UNIT LOCATIONS

FRONT ELEVATION 1C



DRIVE ELEVATION 1C

FLETCHER 15 - SMALL LOT SUBDIVISION

ELEVATIONS 1C

ADC FLETCHER 15, LLC
1635 OHMS WAY, SUITE A
COSTA MESA, CA 92627
949.791.8401

ORANGE

DEC 23, 2025

SUMMA ARCHITECTURE
5256 S. Mission Road, Ste. 404
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946



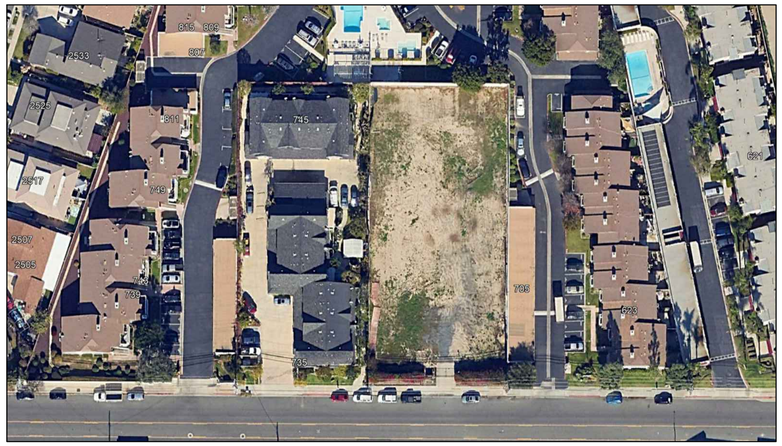
3 PM - DEC 21



NOON - DEC 21



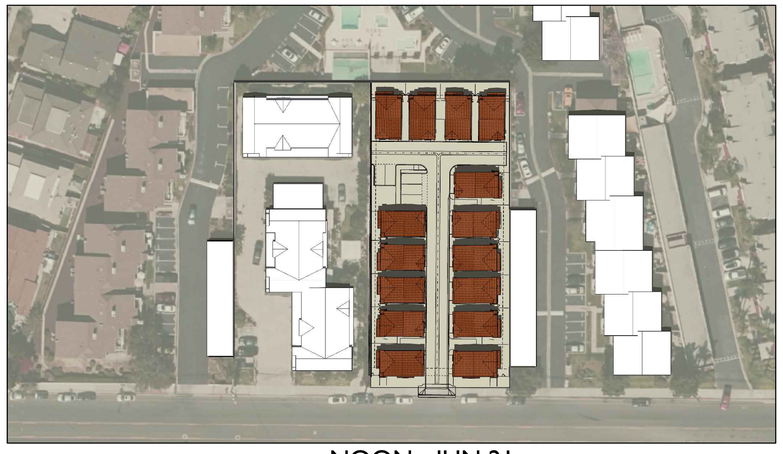
9 AM - DEC 21



EXISTING SITE - VACANT (NO SHADOWS)



5 PM - JUN 21



NOON - JUN 21



9 AM - JUN 21

FLETCHER 15 - SMALL LOT SUBDIVISION

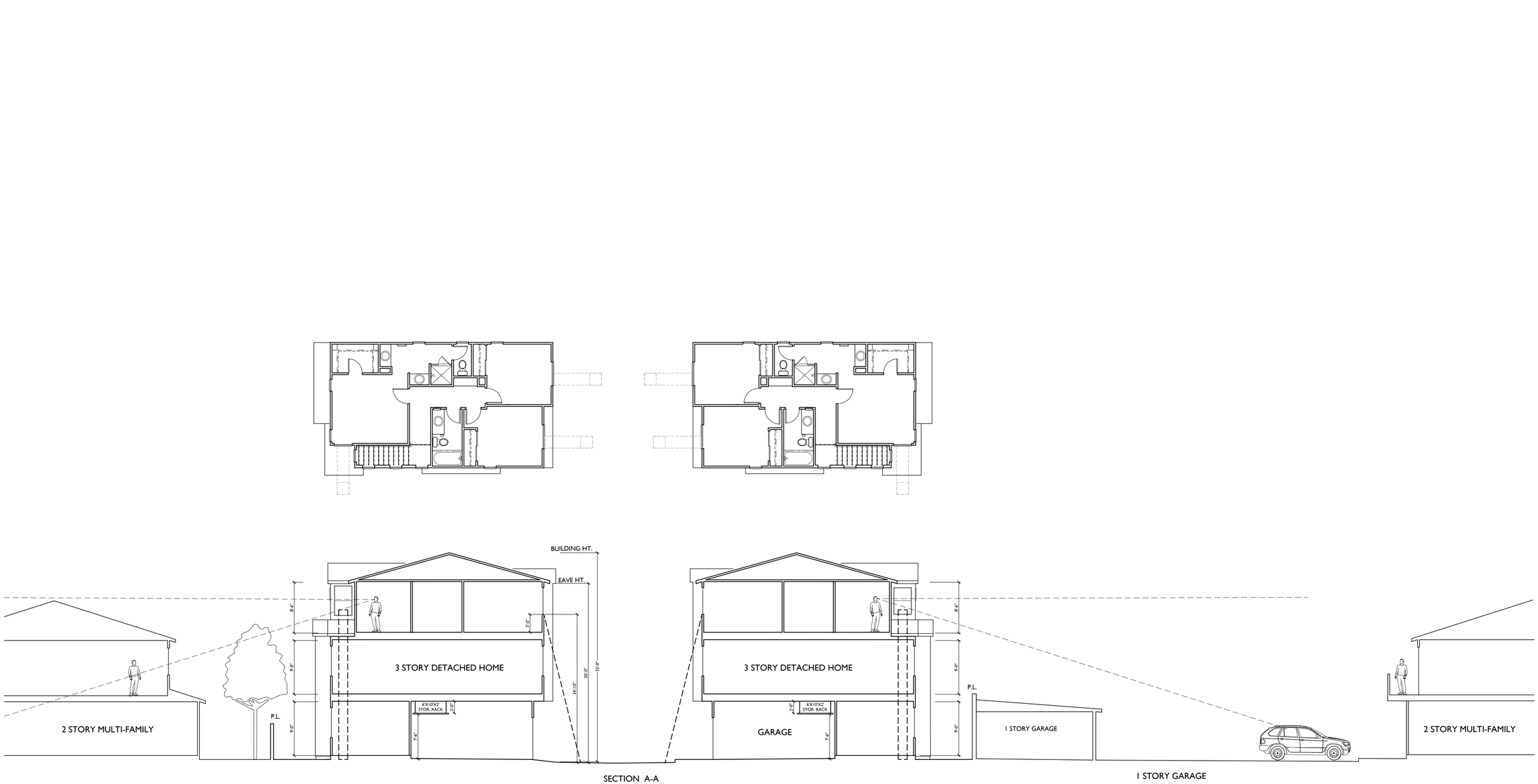
ORANGE

SHADE - SHADOW EXHIBITS

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COSTA MESA, CA 92627
949.791.8401

DEC 23, 2025

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SECTION A-A

1 STORY GARAGE

LINE OF SITE SECTION/ LADDER EXHIBIT

FLETCHER 15 - SMALL LOT SUBDIVISION

ORANGE

ADC FLETCHER 15, LLC
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COSTA MESA, CA 92627
949.791.8401

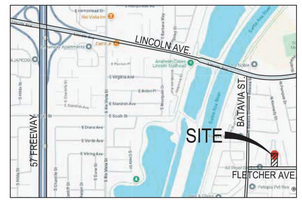
DEC 23, 2025

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NOTE
THE IRRIGATION SYSTEM DESIGN WILL UTILIZE LOW VOLUME, HIGH EFFICIENCY BUBBLERS, MP ROTATORS & LOW VOLUME SPRAY HEADS TO REDUCE OVERALL WATER CONSUMPTION AND INCREASE EFFICIENCY. THUS PROVIDING AN ENVIRONMENT THAT IS BOTH FUNCTIONAL AND AESTHETIC, AS WELL AS ENVIRONMENTALLY CONSCIOUS THROUGH THE USE OF WATER CONSERVATION PRINCIPLES. NO EXISTING TREES ON SITE.
SITE AREA: 31,200 S.F. HOA MAINTAINED LANDSCAPE AREA: 3,496 S.F. HOMEOWNER PRIVATE YARD AREA: 4,455 S.F. TOTAL PROPOSED LANDSCAPE AREA: 7,951 S.F. (25%)

VICINITY MAP



HAMILTON LAND DEVELOPMENT, INC.

CONCEPTUAL LANDSCAPE PLAN

FLETCHER 15

705-715 W Fletcher Ave, Orange, CA 92865

0' 5' 10' 20' 30'
SCALE:1"=10'
CDPC PROJECT NO. 25050

JULY 17, 2025

NORTH

conceptual design + planning company
1675 Scenic Drive, Suite 200
Costa Mesa, CA 92626
T: 949.399.0870
www.cdpcinc.com
COSTA MESA ▫ CENTRAL COAST ▫ LAS VEGAS

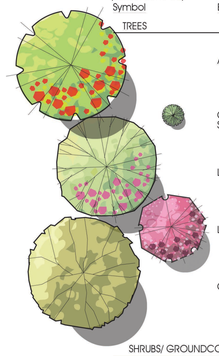
cd pc

L-1

1 OF 2

PLANT PALETTE

(Sunset Zone 22)



Symbol	Botanical Name	Common Name	WUCOLS (Region 4)	SIZE
TREES				
	Arbutus x 'Marina'	Marina Strawberry Tree	Low	24" Box
	Cupressus s. compacta Small Vertical Tree	Dwarf Italian Cypress	Low	24" Box
	Lagestroemia i. X 'Tuscarora'	Tuscarora Crape Myrtle	Mod	36" Box
	Leptospermum 'Dark Shadows'	Dark Shadows Tea Tree	Low	24" Box
	Olea europea 'Wilsonii'	Fruitless Olive	Low	36" Box
SHRUBS/ GROUNDCOVERS				
	Agave Moonshine	Moonshine Agave	Low	5 Gal.
	Aloe 'Blue Elf'	Blue Elf Aloe	Low	5 Gal.
	Anigozanthos flavidus 'yellow'	Yellow Kangaroo Paw	Low	5 Gal.
	Bulbine frutescens 'Hallmark'	Orange Stalked Bulbine	Low	5 Gal.
	Callistemon viminalis 'Little John'	Dwarf Bottlebrush	Low	5 Gal.
	Carissa macrocarpa 'Green Carpet'	Dwarf Natal Plum	Low	5 Gal.
	Dianella revoluta 'Little Rev'	Little Rev Flax Lily	Low	1 Gal.
	Festuca glauca 'Siskiyou Blue'	Siskiyou Blue Fescue	Low	1 Gal.
	Grevillea lanigera 'Coastal Gem'	Coastal Gem Wooley Grevillea	Low	5 Gal.
	Hesperaloe parviflora	Red Yucca	Low	5 Gal.
	Lavandula stoechas 'Otto Quast'	Spanish Lavender	Low	5 Gal.
	Muhlenbergia capillaris 'Pink Muhly'	Pink Muhly Grass	Low	5 Gal.
	Myoporum parvifolium	Myoporum	Low	5 Gal.
	Myrtus communis 'Compacta'	Dwarf Myrtle	Low	5 Gal.
	Rosmarinus o. 'Huntington Carpet'	Huntington Carpet Rosemary	Low	5 Gal.
	Salvia gregii 'Flame'	Flame Autumn Sage	Low	5 Gal.
	Westringia 'Blue Gem'	Blue Gem Coast Rosemary	Low	15 Gal.
TURF				
	Synthetic Pet Turf			

NOTES:

PLANT MATERIAL NOT LISTED MAY BE USED, SUBJECT TO APPROVAL BY THE CITY.

ALL LANDSCAPE PLANS AND INSTALLATIONS SHALL ADHERE TO CITY DESIGN GUIDELINES, CODES AND REGULATIONS.

ALL LANDSCAPE AREAS SHALL RECEIVE AN AUTOMATIC IRRIGATION SYSTEM.

ALL LANDSCAPE INSTALLATIONS SHALL BE PERMANENTLY MAINTAINED.

TREES



Arbutus 'Marina' (Standard)
Marina Strawberry Tree



Cupressus s. 'Compacta'
Dwarf Italian Cypress



Lagerstroemia hybrid Tuscarora'
Tuscarora Crape Myrtle



Leptospermum 'Dark Shadows'
Dark Shadows Tea Tree



Olea europaea 'Wilsonii'
Wilson Fruitless Olive

SHRUBS AND GROUND COVERS



Agave attenuata
Fox Tail Agave



Aloe 'Blue Elf'
Blue Elf Aloe



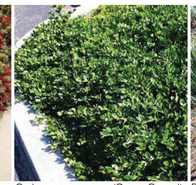
Anigozanthos 'Yellow'
Yellow Kangoroo Paw



Bulbine frutescens 'Hallmark'
Orange Stalked Bulbine



Callistemon vimimalis 'Little John'
Dwarf Bottlebrush



Carissa macrocarpa 'Green Carpet'
Dwarf Natal Plum



Dianella revoluta 'Little Rev'
Little Rev Flax Lily



Festuca 'Siskiyou Blue'
Siskiyou Blue Fescue



Grevillea lanigera 'Coastal Gem'
Coastal Gem Grevillea



Hesperaloe parviflora
Red Yucca



Lavandula stoechas 'Otto Quast'
Spanish Lavender



Muhlenbergia capillaris
Pink Muhly Grass



Myoporum parvifolium 'Pink'
Dwarf Pink Myoporum



Myrtus communis 'Compacta'
Dwarf Myrtle



Rosmarinus o. 'Huntington Carpet'
Huntington Carpet Rosemary



Salvia greggii 'Furman's Red'
Furman's Red Autumn Sage



Westringia fruticosa 'Blue Gem'
Blue Gem Coast Rosemary

HAMILTON LAND DEVELOPMENT, INC.

CONCEPTUAL LANDSCAPE PLAN- PLANTING GALLERY

FLETCHER 15

705-715 W Fletcher Ave, Orange, CA 92865

CDPC PROJECT NO. 25050

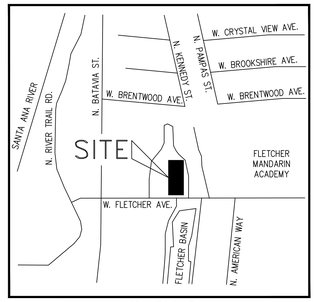
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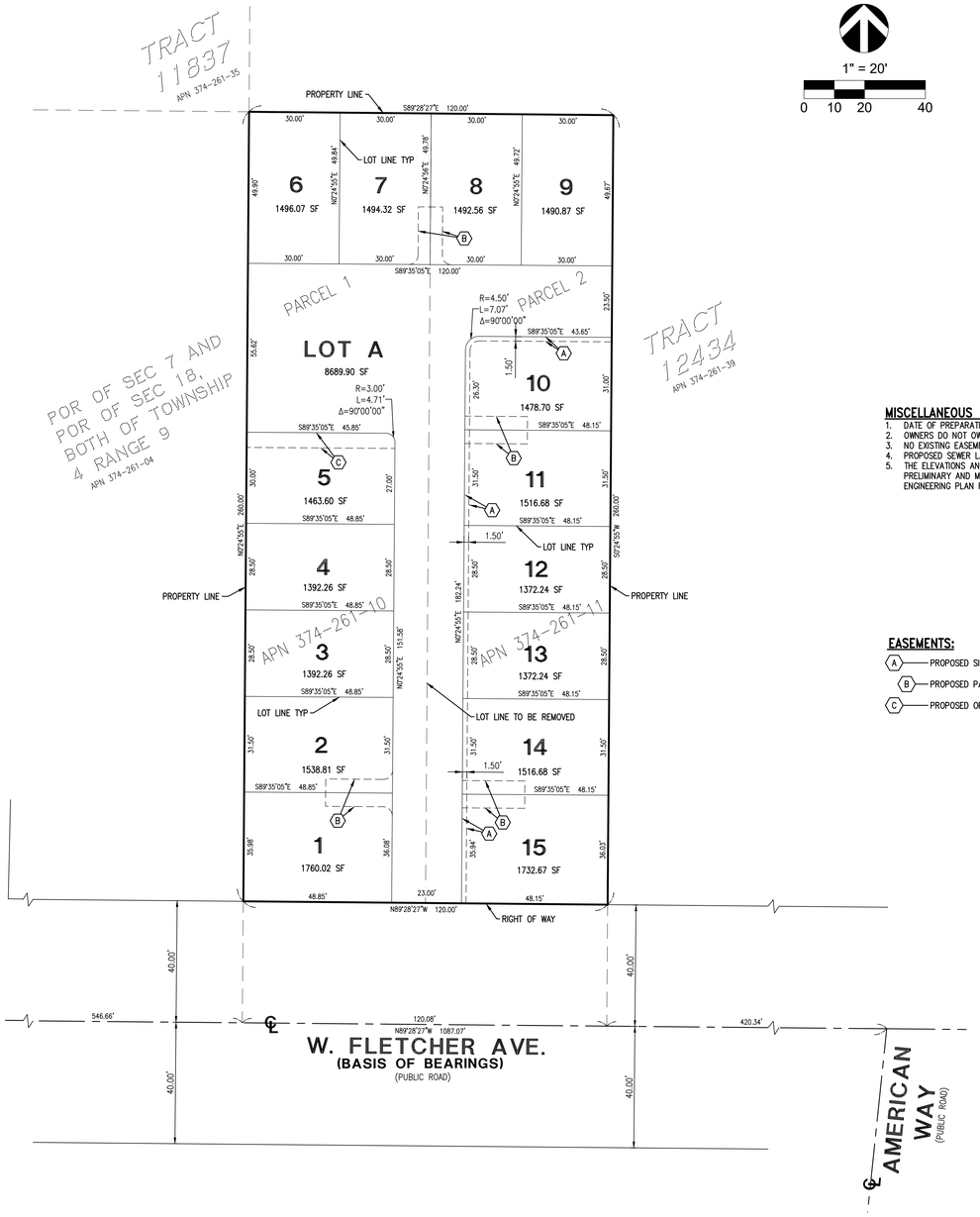
L-2

TENTATIVE TRACT MAP 19429

705 AND 715 W FLETCHER AVE, CITY OF ORANGE,
COUNTY OF ORANGE, STATE OF CALIFORNIA



VICINITY MAP
NTS



1" = 20'
0 10 20 40

EASEMENTS:

- (A) PROPOSED SIDEWALK EASEMENT.
- (B) PROPOSED PARKING EASEMENT.
- (C) PROPOSED OPEN SPACE EASEMENT.

MISCELLANEOUS NOTES:

1. DATE OF PREPARATION: October 2025.
2. OWNERS DO NOT OWN ANY ADJACENT PARCELS.
3. NO EXISTING EASEMENTS AFFECT THE SUBJECT PROPERTY.
4. PROPOSED SEWER LATERAL SHALL BE PRIVATELY OWNED AND MAINTAINED.
5. THE ELEVATIONS AND RELATED INFORMATION SHOWN ON THIS PLAN ARE PRELIMINARY AND MAY BE SUBJECT TO REVISION DURING THE FINAL ENGINEERING PLAN REVIEW AND APPROVAL PROCESS.

LEGAL DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

BEGINNING AT THE SOUTHEAST CORNER OF THE LAND CONVEYED TO ELWOOD R. BENDER AND WIFE BY DEED RECORDED AUGUST 28, 1946 IN BOOK 1455, PAGE 9 OF OFFICIAL RECORDS, SAID SOUTHEAST CORNER BEING IN THE CENTER LINE OF FLETCHER STREET SOUTH 89° 57' 30" EAST 316.75 FEET FROM THE POINT OF INTERSECTION OF THE CENTER LINES OF THOSE CERTAIN 40 FOOT COUNTY ROADS DESCRIBED IN DEEDS RECORDED JANUARY 17, 1917 IN BOOK 299, PAGE 131 OF DEEDS, AND RECORDED MAY 13, 1918 IN BOOK 324, PAGE 4 OF DEEDS; HENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID BENDER'S LAND 300 FEET; THENCE SOUTH 89° 57' 30" EAST, PARALLEL WITH THE CENTER LINE OF SAID FLETCHER STREET, 60 FEET; THENCE SOUTHERLY, PARALLEL WITH THE EASTERLY LINE OF SAID BENDER'S LAND, 300 FEET TO THE CENTER LINE OF SAID FLETCHER STREET; THENCE NORTH 89° 57' 30" WEST ALONG SAID CENTER LINE, 60 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF ORANGE BY GRANT DEED RECORDED JULY 18, 1969 AS INSTRUMENT NO. 12226, IN BOOK 9025, PAGE 294 OF OFFICIAL RECORDS.

APN: 374-261-10

PARCEL 2:

BEGINNING AT A POINT IN THE CENTER LINE OF FLETCHER STREET SOUTH 89° 57' 30" EAST 60 FEET FROM THE SOUTHEAST CORNER OF THE LAND CONVEYED TO ELWOOD R. BENDER AND WIFE BY DEED RECORDED AUGUST 26, 1946 IN BOOK 1455, PAGE 9 OF OFFICIAL RECORDS OF SAID ORANGE COUNTY, SAID POINT BEING SOUTH 89° 57' 30" EAST 376.75 FEET ALONG SAID CENTER LINE FROM THE POINT OF INTERSECTION OF THE CENTER LINES OF THOSE CERTAIN 40-FOOT COUNTY ROADS DESCRIBED IN DEEDS RECORDED JANUARY 17, 1917 IN BOOK 299, PAGE 131 OF DEEDS, AND RECORDED MAY 13, 1918 IN BOOK 324, PAGE 4 OF DEEDS; THENCE SOUTH 89° 57' 30" EAST ALONG SAID CENTER LINE 60 FEET; THENCE NORTHERLY PARALLEL WITH THE EASTERLY LINE OF SAID BENDER'S LAND, 300 FEET; THENCE NORTH 89° 57' 30" WEST PARALLEL WITH THE SAID CENTER LINE OF FLETCHER STREET, 60 FEET; THENCE SOUTHERLY PARALLEL WITH THE EASTERLY LINE OF SAID BENDER'S LAND 300 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF ORANGE BY GRANT DEED RECORDED JULY 18, 1969 AS INSTRUMENT NO. 12226, IN BOOK 9025, PAGE 294 OF OFFICIAL RECORDS.

APN: 374-261-11

OWNER

ADC FLETCHER 15, LLC
c/o HAMILTON LAND DEVELOPMENT
1635 OHMS WAY, SUITE A
COSTA MESA, CA. 92627

ARCHITECT

SUMMA ARCHITECTURE
5256 S. MISSION ROAD, STE. 404
BONSALL, CA 92003
760-724381-1198

CIVIL ENGINEER

MFKESSLER
1 VENTURE PLAZA, STE 130
IRVINE, CA 92618
949-339-5330

GEOTECH ENGINEER

NORCAL ENGINEERING
10641 HUMBOLT ST
LOS ALAMITOS, CA 90720
562-779-9469

ADDRESS:

705-715 W. FLETCHER AVE.
ORANGE, CA 92869

ZONING:

EXISTING: R3

ASSESSOR PARCEL NO.

374-261-10 AND 374-261-11

FLOOD ZONE:

FLOOD ZONE X - AREA OF REDUCED FLOOD HAZARD DUE TO LEVEE

COMMUNITY MAP NO. 06059C0156J
DATED: 12/3/2009

LAND AREA:

0.72 ACRES

BENCHMARK:

FOUND 3 3\4" OCS ALUMINUM BENCHMARK DISK STAMPED "1K-27-72",
SET IN THE TOP OF A 6 IN. BY 6 IN. CONCRETE POST.
MONUMENT IS LOCATED IN THE NORTHEASTERLY CORNER OF THE INTERSECTION OF GLASSELL STREET AND LINCOLN AVENUE, 40 FEET EASTERLY OF THE CENTERLINE OF GLASSELL, 225 FT. NORTHERLY OF THE CENTERLINE OF LINCOLN AND 1 FT. NORTHERLY OF THE NORTH EDGE OF THE SOUTHERLY OF TWO PRIVATE DRIVES
ELEVATION = 213.41 (NAVD88)

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF FLETCHER AVENUE OF AS SHOWN ON TRACT NO. 12034 RECORDED IN BOOK 526 PAGED 5-7, RECORDS OF ORANGE COUNTY, STATE OF CALIFORNIA
BEING: NORTH 89°28'27 WEST

REVISIONS			
NO.	DATE	DESCRIPTION	APPROVED

PREPARED BY:

MFKessler
Civil Engineering, Land Planning, Surveying

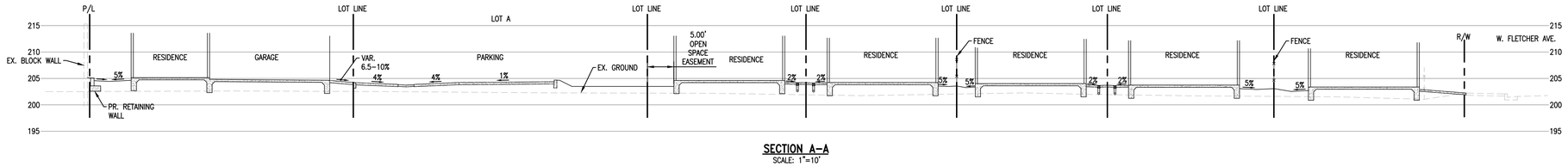
MFKESSLER
ONE VENTURE, STE. 130
IRVINE, CA 92618
PHONE: (949) 339-5330
CONTACT: ALI MONSHIZADEH

ALI MONSHIZADEH, R.C.E No. C67674 — DATE

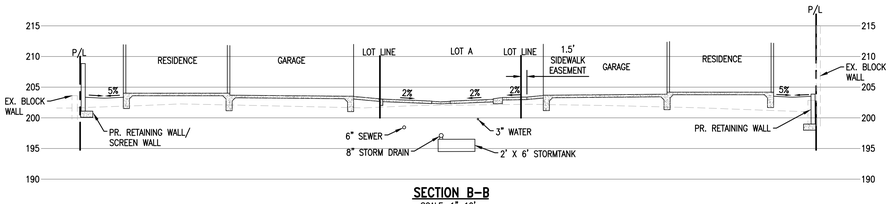
C67674

TENTATIVE TRACT MAP 119429
705 & 715 W FLETCHER AVE
ORANGE, CALIFORNIA

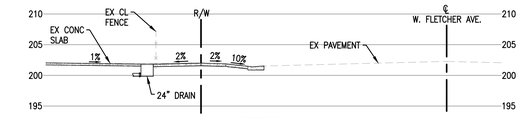
SCALE: HORIZ.	1"= 20'	SHEET No. 1 OF 4	
VERT.	N/A		
DRAWN BY:	STAFF	PROJECT NUMBER	
CHECKED BY:	AM		



SECTION A–A
SCALE: 1"=10'



SECTION B–B
SCALE: 1"=10'



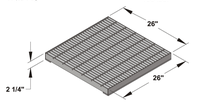
SECTION C–C
SCALE: 1"=10'

2424 CAST IRON GRATE

PARKWAY 112 lbs.

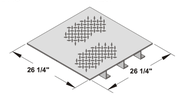
2424 STEEL GRATES

PARKWAY 48 lbs.
TRAFFIC 103 lbs.

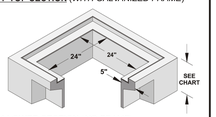


2424 STEEL COVER

PARKWAY 81 lbs.
TRAFFIC 114 lbs.

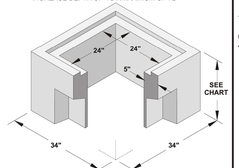


2424 TOP SECTION (*WITH GALVANIZED FRAME*)

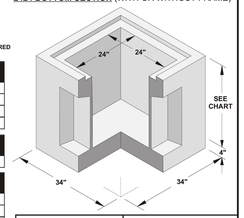


2424 LOWER SECTION (*NO FRAME*)

NOTE: USE 12", 18", 24" LOWERS TO INCREASE DEPTH UP TO A MAXIMUM OF 72"



2424 BOTTOM SECTION (*WITH OR WITHOUT FRAME*)



NOTES:
1. GRATES AND COVERS AVAILABLE PAINTED BLACK OR GALVANIZED
2. "ADA" GRATES AVAILABLE IN PARKWAY & TRAFFIC .
3. "HEEL PROOF" GRATES AVAILABLE IN PARKWAY ONLY
4. A TOP SECTION WITH FRAME MUST BE USED IF BOLT DOWN REQUIRED

TOP SECTION	HT.	LBS	KNOCK-OUTS
2424 T6	6"	270	NONE
2424 T12	12"	495	(4) 6" x 11"
2424 T18	18"	745	(4) 9" x 12"
2424 T24	24"	870	(4) 14" x 14"

EXTENSION SECTION	HT.	LBS	KNOCK-OUTS
2424 E6	6"	270	NONE

LOWER SECTION	HT.	LBS	KNOCK-OUTS
2424 L12	12"	495	(4) 6" x 11"
2424 L18	18"	745	(4) 9" x 12"
2424 L24	24"	870	(4) 14" x 14"

BOTTOM SECTION	HT.	LBS	KNOCK-OUTS
2424 B30	30"	1595	(4) 18" x 18"
2424 B36	36"	1905	(4) 18" x 18"

24" x 24" CATCH BASIN

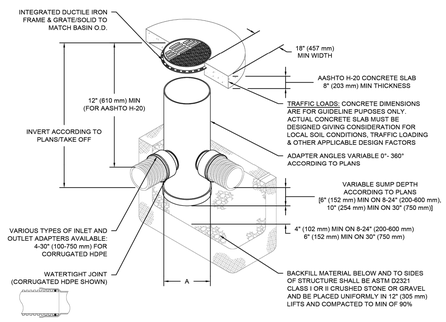
ORIG. DWG. DATE 11-23-99 | REV. DWG. DATE 02-28-00

BROOKS PRODUCTS

2424 CB

7 - 0 4

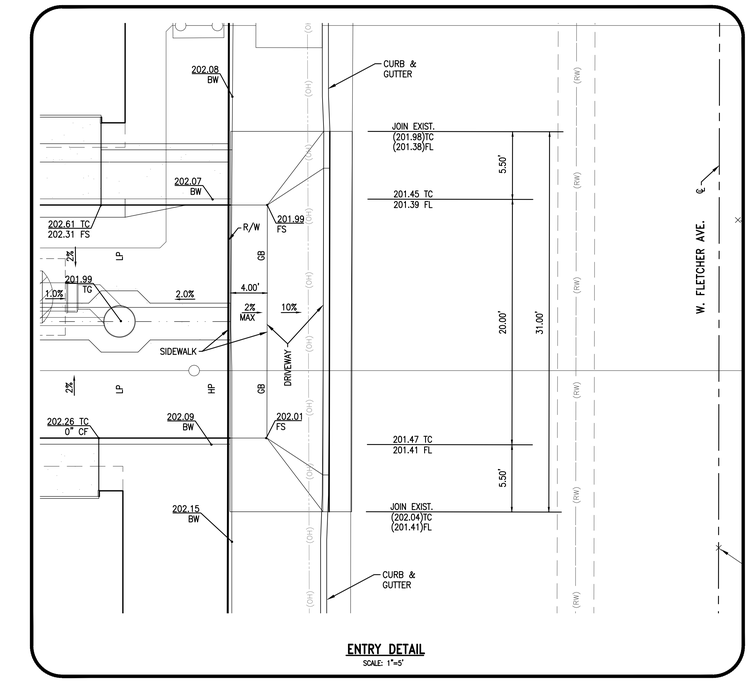
NYLOPLAST DRAIN BASIN
NTS



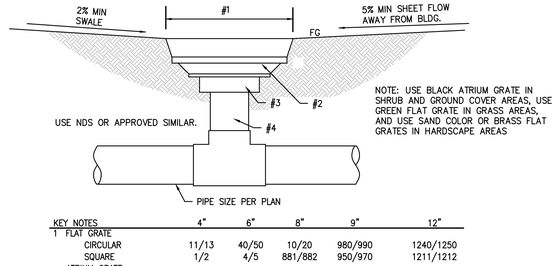
NOTES

1. 8-30" (200-750 mm) GRATES/SOLID COVERS SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05
2. 12-30" (300-750 mm) FRAMES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05
3. DRAIN BASIN TO BE CUSTOM MANUFACTURED ACCORDING TO PLAN DETAILS
4. DRAINAGE CONNECTION STUB JOINT TIGHTNESS SHALL CONFORM TO ASTM D3212 FOR CORRUGATED HDPE (ADS & HANCOR DUAL WALL) & SDR 35 PVC
5. FOR COMPLETE DESIGN AND PRODUCT INFORMATION: **WWW.NYLOPLAST-US.COM**
6. TO ORDER CALL: **800-821-6710**

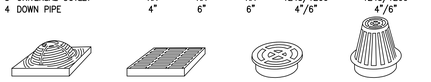
A	PART #	GRATE/SOLID COVER OPTIONS		
8" (200 mm)	2808AG	PEDESTRIAN LIGHT DUTY	STANDARD LIGHT DUTY	SOLID LIGHT DUTY
10" (250 mm)	2810AG	PEDESTRIAN LIGHT DUTY	STANDARD LIGHT DUTY	SOLID LIGHT DUTY
12" (300 mm)	2812AG	PEDESTRIAN AASHTO H-10	STANDARD AASHTO H-20	SOLID AASHTO H-20
15" (375 mm)	2815AG	PEDESTRIAN AASHTO H-10	STANDARD AASHTO H-20	SOLID AASHTO H-20
18" (450 mm)	2818AG	PEDESTRIAN AASHTO H-10	STANDARD AASHTO H-20	SOLID AASHTO H-20
24" (600 mm)	2824AG	PEDESTRIAN AASHTO H-10	STANDARD AASHTO H-20	SOLID AASHTO H-20
30" (750 mm)	2830AG	PEDESTRIAN AASHTO H-20	STANDARD AASHTO H-20	SOLID AASHTO H-20



ENTRY DETAIL
SCALE: 1"=5'

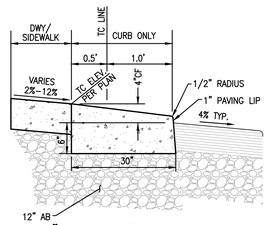


KEY NOTES	4"	6"	8"	9"	12"
1 FLAT GRATE					
CIRCULAR	11/13	40/50	10/20	980/990	1240/1250
SQUARE	1/2	4/5	881/882	950/970	1211/1212
ATRIUM GRATE					
CIRCULAR	75/78	80/90	NA	NA	NA
SQUARE	NA	NA	NA	981/991	1280/1290
2 LOW-PROFILE ADAPTER	NA	NA	NA	930/932	1230
3 UNIVERSAL OUTLET	NA	NA	NA	1243/1266	1243/1266
4 DOWN PIPE	4"	6"	6"	4"/6"	4"/6"

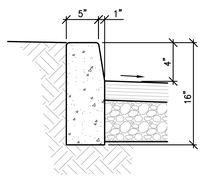


SQUARE ATRIUM GRATE | SQUARE FLAT GRATE | CIRCULAR FLAT GRATE | CIRCULAR ATRIUM GRATE

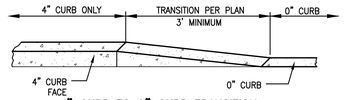
AREA DRAIN SYSTEM
NOT TO SCALE



4" CF P.C.C. FLARED CURB ONLY
NOT TO SCALE



4" CF P.C.C. CURB ONLY
NOT TO SCALE



4" CURB TO 0" CURB TRANSITION
NOT TO SCALE

RECORD DRAWING

ENGINEER (SIGNATURE) DATE

RECOMMENDED:

DATE PRINCIPAL CIVIL ENGINEER

REVISIONS

NO.	DATE	DESCRIPTION	APPROVED

DIGALERT

DIAL TOLL FREE 811 or 1-800-422-4133 AT LEAST TWO DAYS BEFORE YOU DIG

UNDERGROUND SERVICE ALERT(USA) OF SOUTHERN CALIFORNIA

PREPARED BY:

MFKessler
Civil Engineering, Land Planning, Surveying

MFKESSLER
ONE VENTURE, STE. 130
IRVINE, CA 92618
PHONE: (949) 339-5330
CONTACT: ALI MONSHIZADEH

ALI MONSHIZADEH, R.C.E No. C67674 DATE

Professional Engineer C67674 Civil

CITY OF ORANGE
OFFICE OF THE CITY ENGINEER

PRELIMINARY ENGINEERING PLAN
DETAILS AND SECTIONS

SCALE: HORIZ.: SEE PLAN VERT.: SEE PLAN
SHEET No. 2 OF 4
DRAWN BY: STAFF
CHECKED BY: AM
PROJECT NUMBER

1" = 20'
0 10 20 40

TRACT 12434

N0°24'55"E 260.00'

PROP. RET. WALL

PROP. RETAINING WALL

N89°28'27"W 120.00'

TRACT 11837

N0°24'55"E 260.00'

PROP CMU WALL

PROP. RET. WALL

POR OF SEC 7 AND POR OF SEC 18, BOTH OF TOWNSHIP 4 RANGE 9

9 FF=205.19
8 FF=204.92
7 FF=204.89
6 FF=205.16
10 FF=204.75
11 FF=204.77
12 FF=204.48
13 FF=204.18
14 FF=203.91
15 FF=203.56
5 FF=204.62
4 FF=204.31
3 FF=204.02
2 FF=203.74
1 FF=203.37

1 PARKING STALL
3 PARKING STALLS
2 PARKING STALLS
OPEN SPACE EASEMENT
OPEN SPACE

A
B
C

EX. SIDEWALK
EX. CURB & GUTTER
EX. 2' SIDEWALK

W. FLETCHER AVE. (PUBLIC ROAD)

JOIN EX. (201.98)TC (201.38)FL
201.46 TC 201.38 FL
DRIVEWAY SEE DETAIL
201.48 TC 201.40 FL
JOIN EX. (202.04)TC (201.40)FL
(202.07)TC (201.46)FS

EX. 36" RECYCLED WATER MAIN
EX. 2" GAS
EX. 12" DOMESTIC WATER MAIN

8.00' 32.00' 32.00' 8.00'
40.00' 40.00'

LEGEND

- PROPOSED SEWER LINE
- PROPOSED WATER LINE
- PROPOSED STORM DRAIN LINE
- CENTER LINE
- PROPERTY LINE
- EXISTING CURB AND GUTTER
- EXISTING SIDEWALK
- EXISTING SEWER LINE
- EXISTING WATER LINE
- EXISTING STORM DRAIN LINE
- EXISTING GAS LINE
- EXISTING TELEPHONE LINE
- EXISTING ELECTRIC LINE
- EXISTING WATER VALVE
- EXISTING MANHOLE
- FIRE HYDRANT
- STREET LIGHT
- EX. POWER POLE
- PROP. FDC
- SEWER MANHOLE
- SEWER CLEANOUT
- WATER VALVE
- RETAINING WALL
- WOOD FENCE
- IRON FENCE
- LIMIT OF WORK

RECORD DRAWING
ENGINEER (SIGNATURE) DATE

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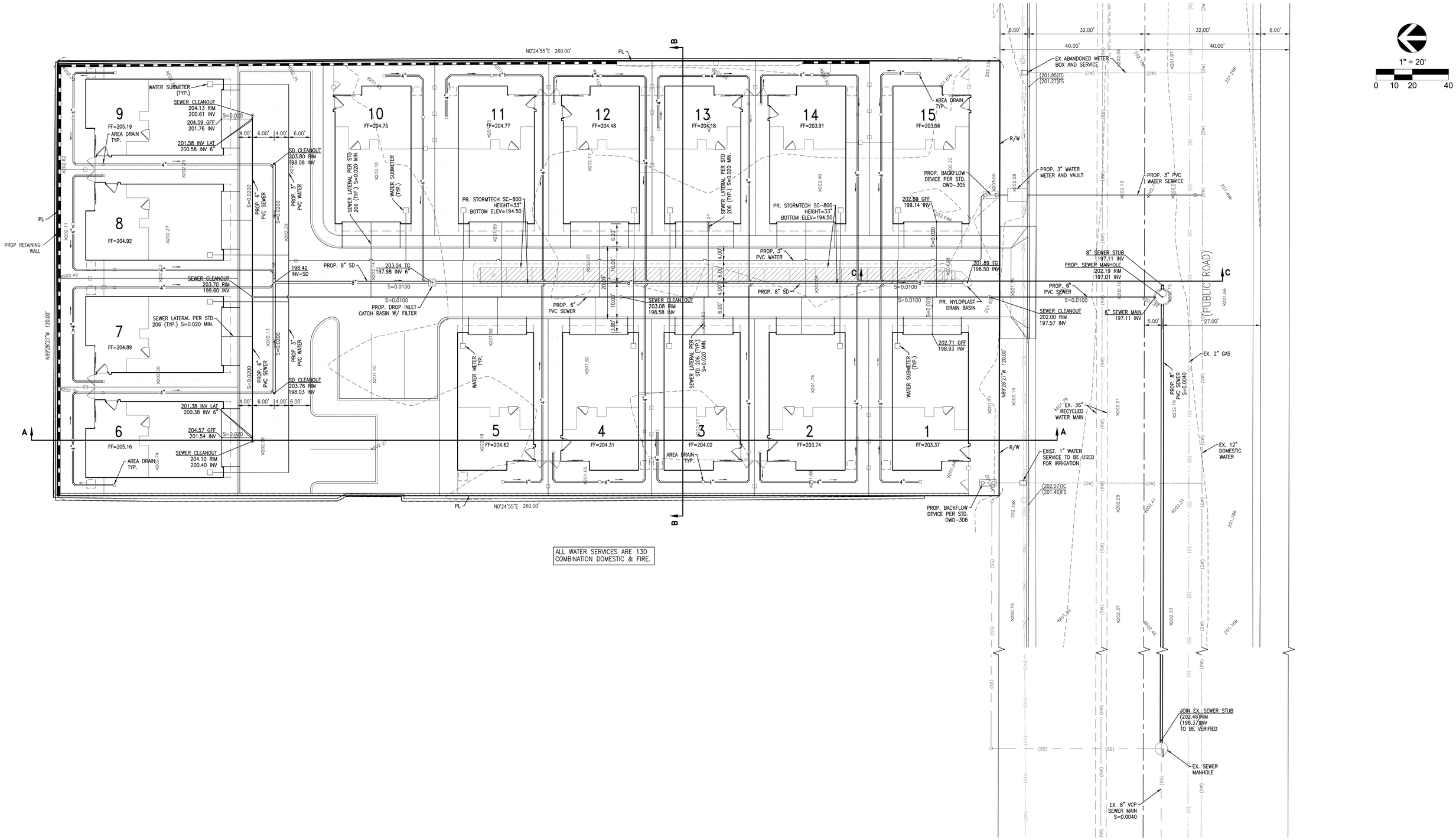
REGISTERED PROFESSIONAL ENGINEER ALI MONSHIZADEH No. C67674 CIVIL STATE OF CALIFORNIA

ALI MONSHIZADEH, R.C.E No. C67674 DATE

CITY OF ORANGE
OFFICE OF THE CITY ENGINEER

PRELIMINARY ENGINEERING PLAN
GRADING AND DRAINAGE PLAN

SCALE: HORIZ. SEE PLAN VERT. SEE PLAN
SHEET No. 3 OF 4
DRAWN BY: STAFF
CHECKED BY: AM
PROJECT NUMBER



ALL WATER SERVICES ARE 13D COMBINATION DOMESTIC & FIRE.

LEGEND

- PROPOSED SEWER LINE
- PROPOSED WATER LINE
- PROPOSED STORM DRAIN LINE
- CENTER LINE
- PROPERTY LINE
- EXISTING CURB AND GUTTER
- EXISTING SIDEWALK
- EXISTING SEWER LINE
- EXISTING WATER LINE
- EXISTING STORM DRAIN LINE
- EXISTING GAS LINE
- EXISTING TELEPHONE LINE
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ALI MONSHIZADEH, R.C.E No. C67674 DATE

CITY OF ORANGE
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PRELIMINARY ENGINEERING PLAN
UTILITY PLAN

SCALE: HORIZ. SEE PLAN VERT. SEE PLAN
SHEET No. 4 OF 4
DRAWN BY: STAFF
CHECKED BY: AM
PROJECT NUMBER


Photo Key - 705-715 W Fletcher
Attachment 7
Bill's Sweeping Service
1
2
3
4
5
6
955

957

959



961

Allen Matkins

Allen Matkins Leck Gamble Mallory & Natsis LLP
Attorneys at Law
One America Plaza
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E-mail: thutter@allenmatkins.com
Direct Dial: 619.235.1510 File Number: 394349.00001/4916-1209-0967.2

Via Submission by Applicant

July 21, 2025

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Community Development Director
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300 E. Chapman Ave.
Orange, CA 92866
rbunim@cityoforange.org

Ryan Agbayani
Senior Planner
City of Orange
300 E. Chapman Ave.
Orange, CA 92866
ragbayani@cityoforange.org

Re: ADC Fletcher 15, LLC's Proposed 15-unit Residential Project
715 W Fletcher Ave, Orange, CA 92865, APN: 374-261-10

Dear Mr. Bunim and Mr. Agbayani,

This law firm represents the applicant, ADC Fletcher 15, LLC (the "Applicant"), with regard to the above-referenced project (the "Project"). We understand that City of Orange (the "City") sent the Applicant a letter on June 13, 2025 that highlighted several design features that the City found conflicted with the applicable design standards. After reviewing the letter, Mr. Hamilton requested that we provide a summary of California Density Bonus Law (the "DBL") and the Housing Accountability Act (the "HAA"). To that end, this letter summarizes the DBL and HAA and analyzes their application to the Project in order to provide the City with assistance and guidance in its review of the Project application.

I. BACKGROUND ON DENSITY BONUS LAW

A. State Density Bonus Law, Government Code Section 65915

The DBL incentivizes the development of affordable housing and other under-produced housing types by providing additional density as well as incentives and waivers to qualifying projects. Cities and counties are required to adopt ordinances to specify how their jurisdictions will comply with the DBL, but failure to adopt such ordinances does not relieve a jurisdiction from compliance.[1]

[1] Gov. Code § 65915(a).

Projects can qualify for a density bonus and other benefits prescribed by the DBL by meeting a number of different affordability criteria, including reserving a minimum percentage of base units at specified income levels, or by providing other categories of housing for underserved populations.[2] The specific requirements are delineated in Government Code section 65915(b)(1). For the sake of clarity, this letter will refer to the income-based requirements as "DBL Affordability Requirements" and such qualifying projects as "DBL Qualifying Projects" or, a "DBL Qualifying Project", as applicable. Affordable units reserved in DBL Qualifying Projects must be subject to a restrictive covenant which ensures that the units will remain affordable for fifty-five (55) years.[3]

The DBL defines the term "density bonus" as the "density increase over the otherwise maximum allowable gross residential density as of the date of the application by the applicant to the city, county, or city and county, or, if elected by the applicant, a lesser percentage of density increase, including, but not limited to, no increase in density."[4] Density bonus calculations are to be rounded up to the next whole number, and the grant of a density bonus cannot be interpreted to trigger a general plan amendment, local coastal plan amendment, zoning change, or other discretionary approval.[5] The DBL grants flexibility for local agencies willing to grant greater density bonuses than required by state law.[6]

The DBL provides that DBL Qualifying Projects are entitled to incentives,[7] and codifies the only criteria under which a local jurisdiction can refuse to grant an applicant's request for incentive:

- The incentive "does not result in identifiable and actual cost reductions… to provide for affordable housing costs… or for rents for the targeted units to be set as specified";

- The incentive would "have a specific, adverse impact… upon public health and safety or on any real property listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact without rendering the

[2] Gov. Code § 65915(b)(1)(B).
[3] Gov. Code § 65915(c).
[4] Gov. Code § 65915(f).
[5] Gov. Code § 65915(f)(5).
[6] Gov. Code § 65915(n).
[7] Technically, the DBL refers to "incentives or concessions." We simplify by using the term incentives to refer to both.

development unaffordable to low income and moderate-income households; or

- The incentive would be contrary to state or federal law.[8]

An applicant may take legal action against a city or county if it denies a requested incentive, and the applicant is entitled to recover its attorneys' fees if successful.[9] The local jurisdiction carries the burden of proof if it decides to reject an incentive request.[10]

The DBL also provides for waivers of development standards that would have the effect of physically precluding the construction of a DBL Qualifying Project at the density or with incentives permitted by the DBL.[11] Similar to incentives, an applicant is entitled to recover its attorneys' fees if a court finds that a waiver request was improperly denied. As with incentives, local agencies are not required to grant a waiver request that would be illegal, have a specific adverse impact upon health, safety, or the physical environment where that impact cannot be mitigated, or have any adverse impact on a property on the California Register of Historical Resources, but written findings must be made and supported on one of those grounds.

The DBL also specifies the maximum vehicular parking ratios that can be required for DBL Qualifying Projects.[12] Finally, the DBL provides that it "shall be interpreted liberally in favor of producing the maximum number of total housing units."[13]

The City also has a Density Bonus Ordinance ("DBO"), which implements the DBL and utilizes the DBL Affordability Requirements.[14] Therefore, the DBO requires the City to grant waivers to DBL Qualifying Projects according to the same framework contained within the DBL.

II. PROJECT DETAILS

A. Project Background

The Low Medium Residential general plan designation permits up to 15 dwelling units per acre. Given the 0.72-acre site area, this equates to a base density of 10.8 units, which is rounded up to 11 units. The Project will restrict one unit for very low income households, which equates to just

8 Gov. Code § 65915(d)(1).
9 Gov. Code § 65915(d)(3).
10 Gov. Code § 65915(d)(4).
11 Gov. Code § 65915(e).
12 Gov. Code § 65915(p).
13 Gov. Code § 65915(r).
14 Orange Municipal Code ("OMC") §17.15.010.

over nine percent of the base units. This entitles the applicant to a density bonus of 30 percent, or 3.3 additional units, rounded up to four additional units. Therefore, the Project is entitled a total density of 15 units provided that one unit is reserved for very low income households.

The Project qualifies for one (1) incentive because it reserves nine percent of the base units for very low income households.[15] The Applicant has not yet determined how to apply its incentive but nonetheless expressly reserves the right to utilize such incentive at a later date. The Applicant requests waivers for building standards relating to front yard setbacks, rear yard setbacks, private open space dimensions (width of yard area), drive aisle width, minimum back up distance for 90 degree parking stalls, and front door orientation, all of which regulations would physically preclude the construction of a DBL Qualifying Project. It is our understanding that the City agrees the Applicant is entitled to waivers for all of the building standards mentioned above, except for the standard relating to the orientation of front doors. As such, the following analysis will focus on the applicability of waivers to the front door orientation standard.

B. Waiver Requests

We understand there may be some confusion regarding requested waivers, as it is not uncommon for reviewers to seek to mold a project toward compliance with the otherwise applicable development standards. The idea of asking a project applicant to propose an alternative design in order to reduce or eliminate requested waivers for a DBL Qualifying Project was rejected by the California Court of Appeal in *Wollmer v. City of Berkeley* (2011) 193 Cal.App.4th 1329, 1346-1347 (known as *Wollmer II*). In particular, the court flatly stated that "standards may be waived that physically preclude construction of a housing development meeting the requirements of a density bonus, period. The statute does not say that what must be precluded is a project with no amenities, or that amenities may not be the reason a waiver is needed."

More recently, the decision in *Bankers Hill 150 v. City of San Diego* (2022) 74 Cal.App.5th 755, underscores that the City cannot and should not require an alternative design with fewer waiver requests: "the interpretation of section 65915 set forth by the court in *Wollmer* leads us to conclude that the City (or, by extension, the Association via this lawsuit) could not demand Greystar remove the courtyard or redesign its building to satisfy the Association's subjective concerns."[16]

Here, incorporating the extra units that come from the density bonus while creating a functional and efficient design to accommodate the affordable unit will require the waiver of certain development standards that would physically preclude the construction of the Project. Specifically, even though the Project arguably complies with the with the objective building orientation standards

[15] Gov. Code § 65915(d)(2)(B).
[16] *Bankers Hill 150 v. City of San Diego* (2022) 74 Cal.App.5th 755, 775.

found in Section B.1. of the City's Small Lot Subdivision Guidelines, the Applicant is requesting a waiver from Section B.1. to allow the Project to proceed as designed.

As explained above, this wavier must be granted unless the City can make the findings required by section 65915(d), and there is no evidence that such findings can be made here. Thus, the waiver should be granted.

III. HOUSING ACCOUNTABILITY ACT IMPLICATIONS

The HAA, also known as the anti-NIMBY law, was first implemented in 1982 and has been strengthened in recent years by pro-development housing legislation. To address the statewide housing shortage, the HAA promotes the approval of housing development projects, which include exclusively residential developments such as the Project, by limiting the discretion agencies have to deny or impose density-reducing conditions.[17]

Where a housing development project "complies with applicable, objective general plan, zoning, and subdivision standards and criteria, including design review standards," an agency cannot deny the project or impose conditions that lower the project's density unless the agency makes written findings based on a "preponderance of the evidence" that the project will have a specific, adverse, and unmitigable impact to public health and safety.[18] The preponderance of the evidence evidentiary standard is a higher standard than the typical substantial evidence standard. Senate Bill 330 can be used as a tool to prevent the City from applying subjective standards, even as part of design review, or applying objective design or development standards in a way that is overly restrictive or in an otherwise subjective manner.

When applying the HAA to the Project, it is important to understand that the HAA only requires compliance with "applicable" objective standards. For DBL Qualifying Projects, development standards that are the subject of waivers or incentives are not applicable. Therefore, development standards that are waived by the DBL do not prevent the Project from relying on the HAA's protections. Specifically, the City may only evaluate the Project against its objective general plan, zoning, and subdivision standards, and it may not reject the Project simply due to an aversion to the Project or discomfort with its proposed density. Therefore, if the Project complies with the City's objective general plan and zoning standards, including design review standards, the City *must* approve the Project unless it can make the requisite written findings.

[17] Gov. Code § 65589.5(a)(2)(K), (h)(2), (j).
[18] Gov. Code § 65589.5(j)(1).

IV. **CONCLUSION**

We hope that the information provided above proves useful to City staff as you continue with your evaluation of the Project. Our client is committed to helping the City to address its housing needs, including units for very low income households, while providing an outstanding product. While this letter provides a preliminary response to issues raised by City staff to date, the Applicant reserves its rights under state and local law, including the right to request additional incentives or waivers under the DBL.

If you have questions about any of the issues discussed herein, please feel free to contact me directly or work with the Applicant team to arrange a meeting.

Sincerely,



Timothy M. Hutter

TMH/bp

cc: Matt Hamilton, ADC Fletcher 15, LLC

FLETCHER 15 PROJECT

CLASS 32 INFILL DEVELOPMENT CATEGORICAL EXEMPTION

Lead Agency:
City of Orange
Community Development Department • Planning Division
300 East Chapman Avenue
Orange, CA 92866-1591
(714) 744 7220
(714) 744 7222 (Fax)
www.cityoforange.org

Prepared by:
EPD Solutions, Inc
3333 Michelson Drive, Suite 500
Irvine, CA 92612

Date:
January 2026

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   2.3. Existing General Plan Land Use and Zoning Designations 2
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Appendix E Preliminary WQMP
Appendix F Phase I ESA

CLASS 32 INFILL EXEMPTION NO. 25-0015

Project Title:
Fletcher 15 Project

Reference Application Numbers:
Administrative Design Review No. 25-0015
Tentative Tract Map No. 25-0015
Environmental Review No. 25-0015

Lead Agency:
City of Orange
300 East Chapman Avenue
Orange, CA 92866

Contact Person and Telephone No.:
Ryan Agbayani
Senior Planner
Community Development Department
(714) 744-7225

Project Proponent and Address:
ADC Fletcher 15, LLC
1635 Ohms Way, Suite A
Costa Mesa, CA 92627

Contact Person and Telephone No.:
Matt Hamilton
(949) 791-8401

Project Location:
The Project site is located northeast of North Batavia Street and West Fletcher Avenue at 715 West Fletcher Avenue in the City of Orange, Orange County, California (Figure 2-1, *Regional Location*).

Existing General Plan Designation:
Low Medium Density Residential (LMDR)

Existing Zoning Classification:
Multiple-Family Residential District (R-3)

1. INTRODUCTION

The Applicant for the proposed Project is requesting approval from the City of Orange in order to subdivide and develop the proposed Project site with 15 single-family residential lots. The City of Orange is the Lead Agency for the proposed Project. The Lead Agency will utilize this document as evidence that the proposed Project qualifies for the Class 32 Infill Exemption, which is further described below.

1.1. Purpose of Notice of Exemption

Article 19 of the California Environmental Quality Act (CEQA) Guidelines includes, as required by Public Resources Code Section 21084, a list of classes of projects which have been determined not to have a significant effect on the environment. This document demonstrates that the proposed Project qualifies for a CEQA Exemption as an Infill Development Project (Class 32 Exemption), consistent with the provisions of CEQA Guidelines Sections 15332 and 15300.2 and provides information for City decisionmakers to find that the proposed Project is exempt under CEQA.

Pursuant to CEQA Guidelines Section 15332, the Project qualifies for a Class 32 Exemption because it is: (1) consistent with the General Plan designation and policies and zoning regulations; (2) is located within the City limits, surrounded by urban uses and is less than 5 acres in size; (3) has no value for endangered, rare or threatened species; (4) would not result in any significant effects related to traffic, noise, air quality or water quality; and (5) can be adequately served by all required utilities and public services. Additionally, this document demonstrates that the Project and its circumstances would not result in any exceptions identified in CEQA Guidelines Section 15300.2.

1.2. Document Organization

This Class 32 Exemption Justification includes the following sections:

Section 1. Introduction. Provides information about CEQA, its requirements for environmental review, and explains the exemption justification memo that evaluates the potential impacts of the proposed Project on the physical environment.

Section 2. Environmental Setting. Provides information about the proposed Project's location, the Project site, and background.

Section 3. Project Description. Includes a description of the proposed Project's physical features and construction and operational characteristics, as well as anticipated approvals and permits needed for implementation of the proposed Project.

Section 4. Class 32 Infill Exemption Requirements. Includes the Exemption Justification and evaluates the proposed Project's potential to result in significant adverse effects to the physical environment against the Class 32 exemption requirements.

Section 5. References. Provides a list of sources used throughout the document supporting its conclusions.

2. ENVIRONMENTAL SETTING

2.1. Project Location

The Project site is situated in the western portion of the City of Orange within Orange County. The Project site is located northeast of North Batavia Street and West Fletcher Avenue at 715 West Fletcher Avenue. Regional access to the site is provided via State Route 57 (SR-57), SR-55, SR-91, and Interstate 5 (I-5). Local access to the Project Site is provided via West Fletcher Avenue. The Project site and the surrounding area are shown in Figure 2-1, *Regional Location*, and Figure 2-2, *Local Vicinity*.

2.2. Existing Land Use

The Project site encompasses approximately 0.72 acres (gross and net), inclusive of two parcels identified by Assessor's Parcel Numbers (APN) 374-261-10 and -11. The Project site is vacant, undeveloped, and is heavily disturbed by previous development and grading activities. Vegetation on-site is limited to non-native grasses. An existing 12-foot-high concrete wall is located along the northern and eastern perimeter of the site, and a 6-foot-tall chain link fence is located along the western perimeter. Existing conditions of the Project site and adjacent uses are shown in Figure 2-3, *Project Aerial*, and Figure 2-4, *Existing Site Photos*.

2.3. Existing General Plan Land Use and Zoning Designations

The Project site is designated as Low Medium Density Residential (LMDR) by the City of Orange General Plan and is zoned as Multiple-Family Residential District (R-3), as shown on Figure 2-5, *Existing Land Use Designation,* and Figure 2-6, *Existing Zoning*. The LMDR land use designation is intended for residential development with a density range of 6.1 to 15 dwelling units per acre (du/ac). This designation accommodates small lot or zero lot line single-family subdivisions, duplexes and mobile home parks, as well as lower intensity apartments and condominium complexes. The R-3 zoning designation permits development of apartments, condominiums, and townhomes, with the intent of ensuring higher density residential projects incorporate minimum ground coverage and maximum open space. The R-3 zoning designation also allows Small Lot Subdivisions, as outlined in Section 17.14.270, *Small Lot Subdivisions Development Standards*. These provisions establish supplemental standards that accommodate alternative housing types within multiple-family residential zones and certain mixed-use zones. The Small Lot Subdivision allows for residential development with a density range of 6 to 15 du/ac.

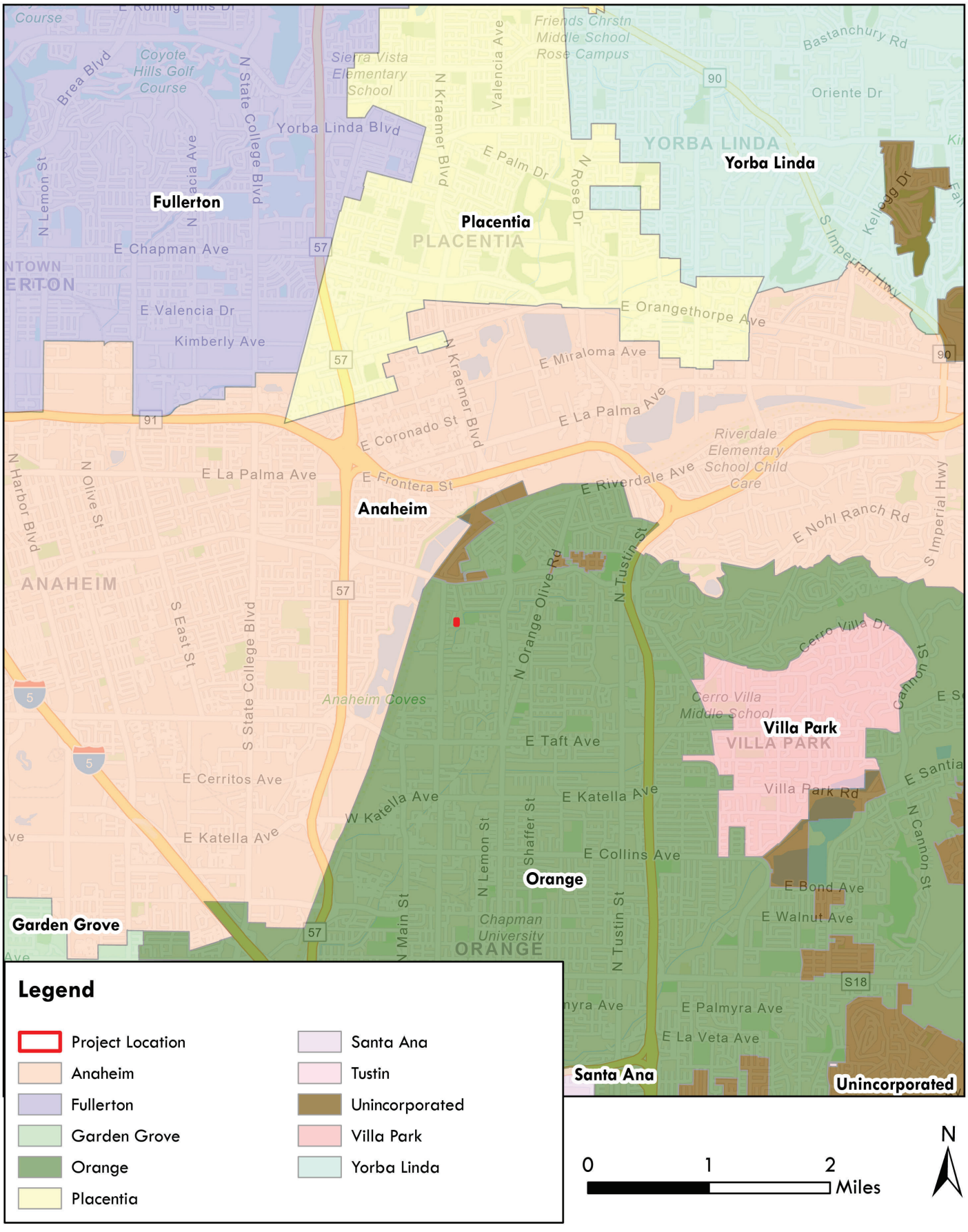
2.4. Surrounding Land Uses

The surrounding land uses are described in Table 2-1 along with the General Plan land use and zoning designations.

Table 2-1: Surrounding Existing Land Use and Zoning Designations

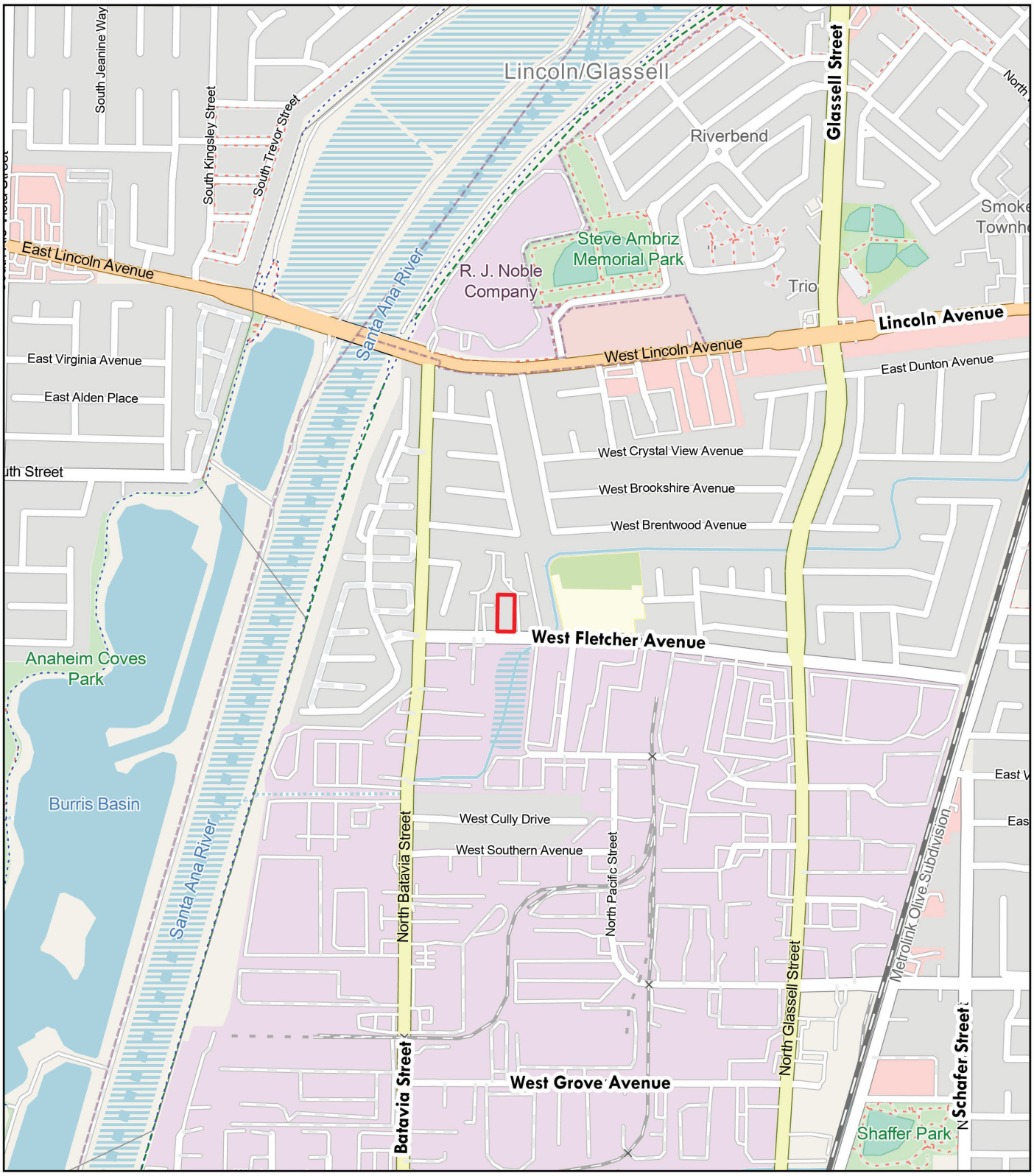
Direction	Existing Use	General Plan Land Use	Zoning
North	Multi-family residential	LMDR	R-3
East	Multi-family residential	LMDR	R-3
South	West Fletcher Avenue followed by industrial uses	Light Industrial (LI)	Light Manufacturing (M-1)
West	Multi-family residential followed by a school	LMDR	R-3 and Residential Duplex (R-2.6)

Figure 2-1: Regional Location



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Figure 2-2: Local Vicinity



Legend

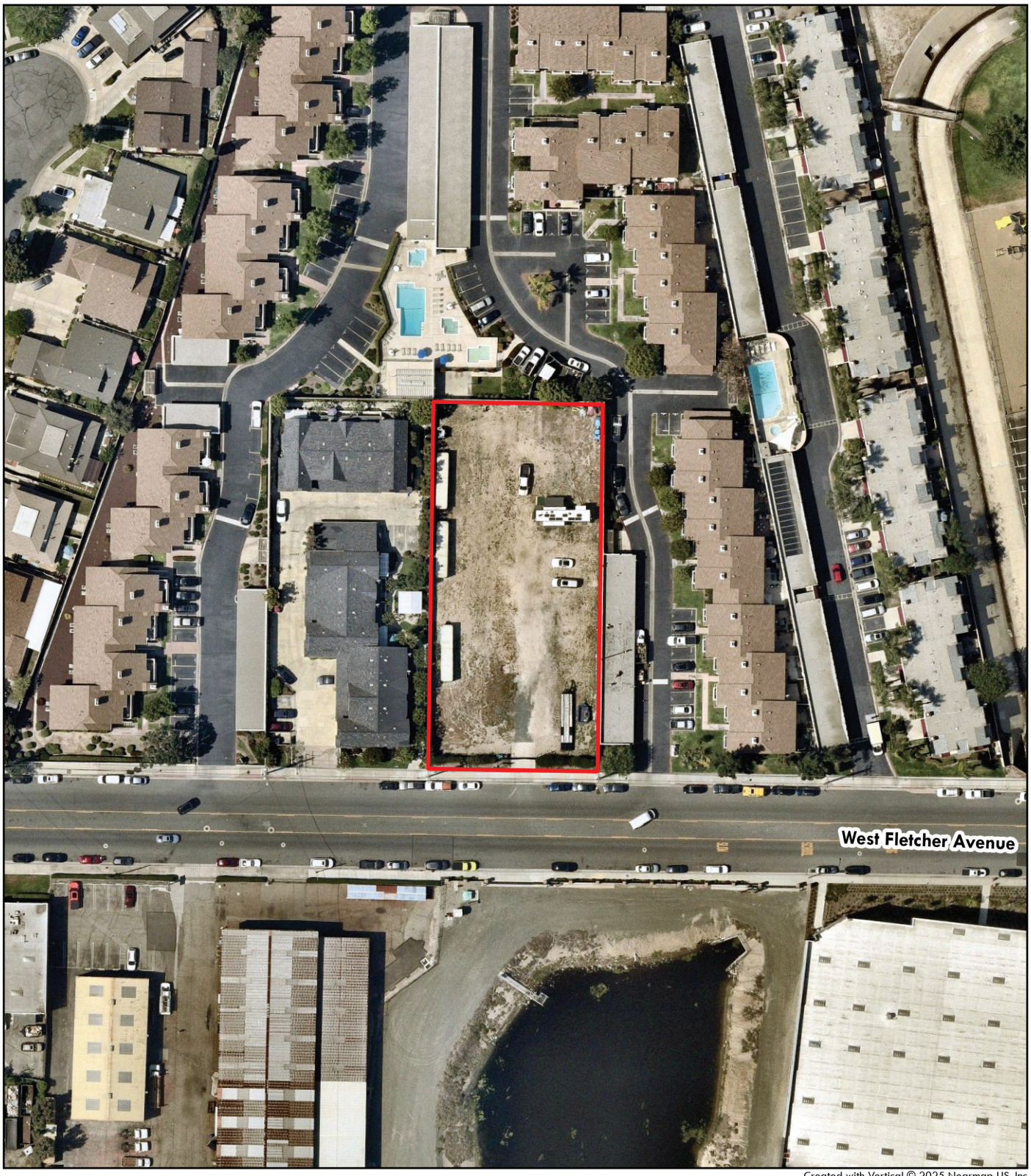
Project Boundary

0 0.15 0.3 Miles

N

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Figure 2-3: Project Aerial



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Figure 2-4a: Existing Photo Locations



Created with Vertical © 2025 Nearmap US, Inc.

Legend

Project Boundary

Photo Location

0 50 100 US Feet

N

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Figure 2-4b: Existing Site Photos



Photo 1: View of Project site facing northeast from center of project site.



Photo 2: View of Project site facing northwest from center of project site.

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Figure 2-4c: Existing Site Photos



Photo 3: View of Project site facing west from center of project site.



Photo 4: View of Project site facing south from center of project site.

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Figure 2-4d: Existing Site Photos



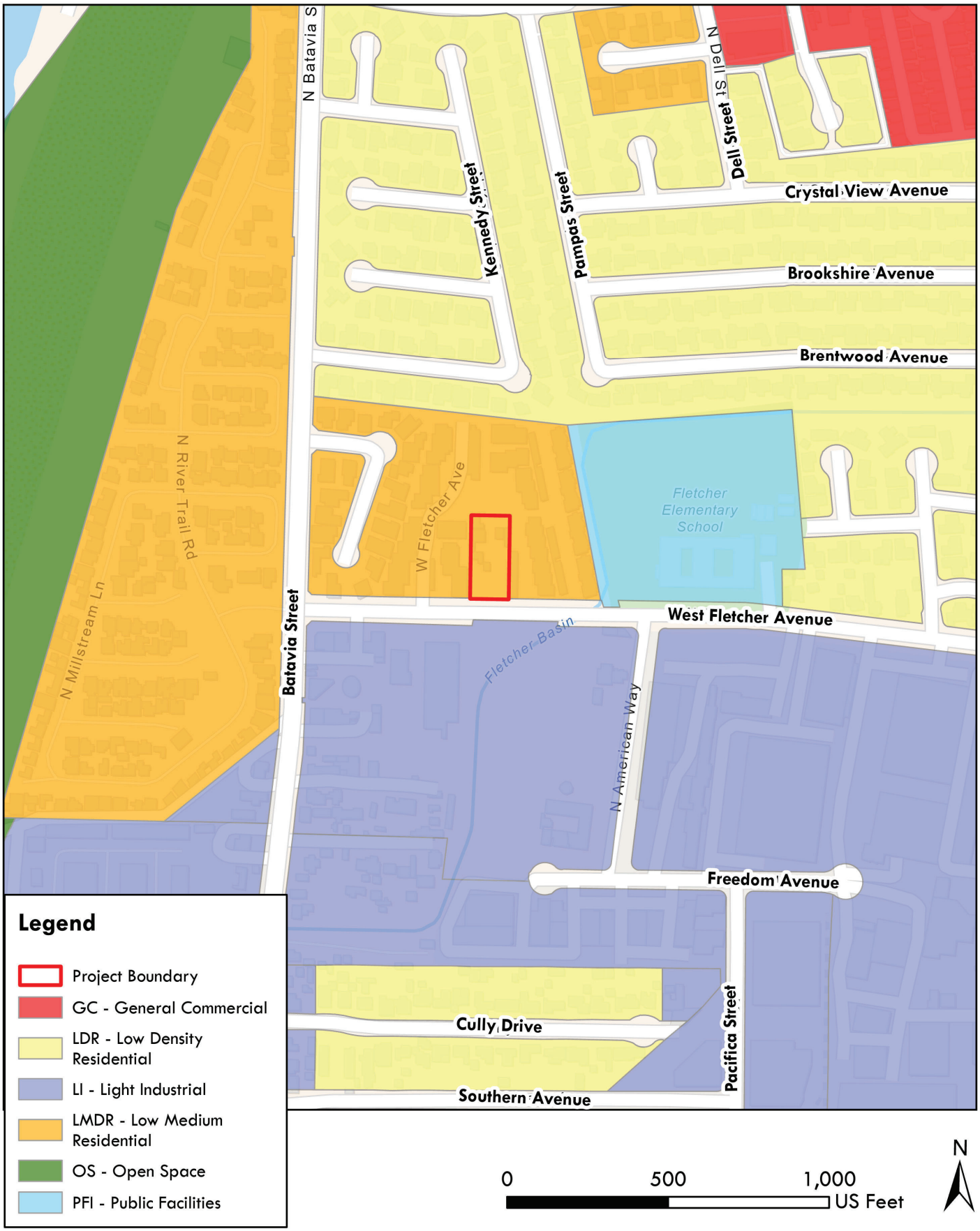
Photo 5: View of Project site facing southeast from center of project site.



Photo 6: View of Project site facing east from center of project site.

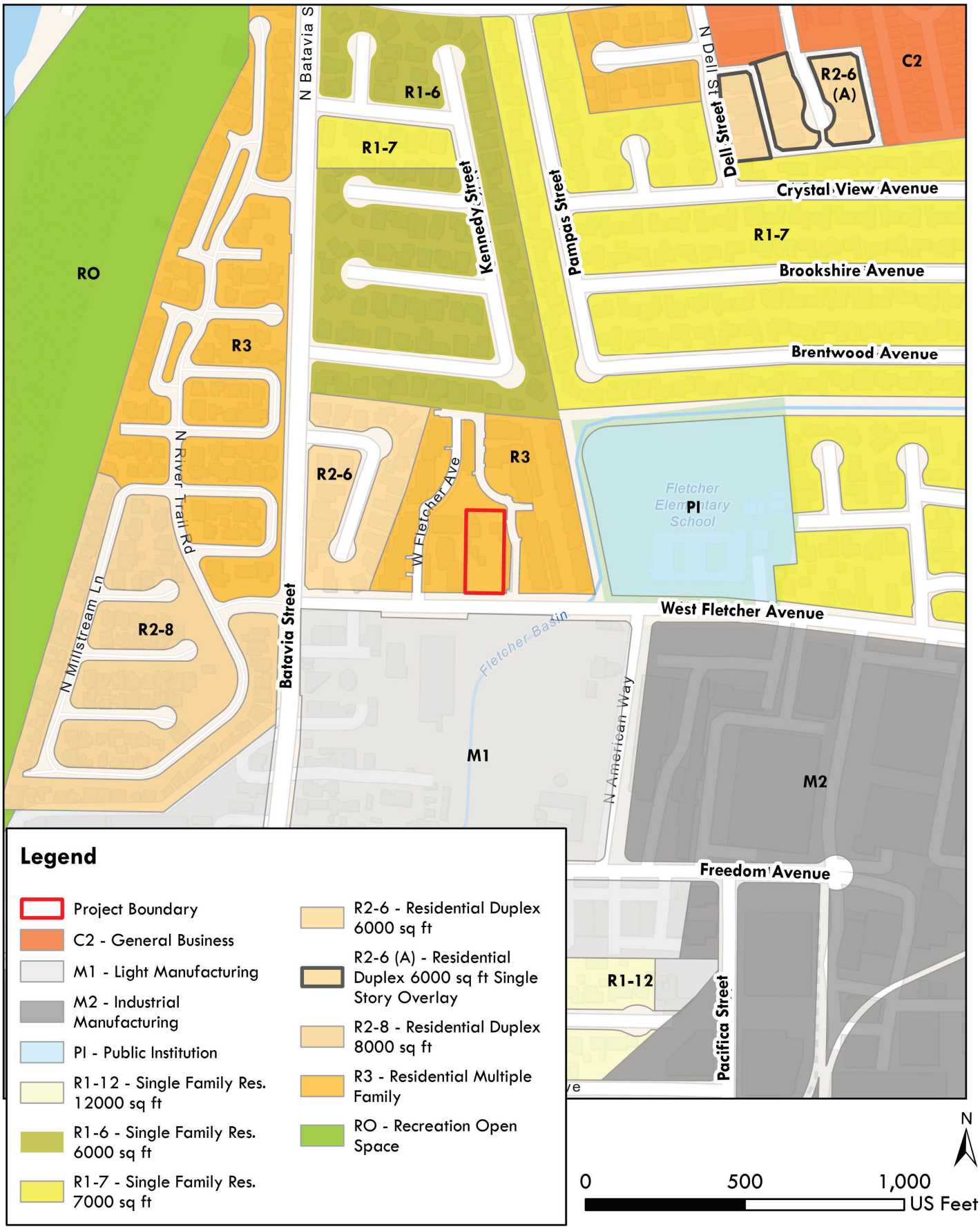
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Figure 2-5: Existing Land Use Designation



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Figure 2-6: Existing Zoning Designation



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3. PROJECT DESCRIPTION

3.1. Project Overview

The Project applicant proposes to develop the site for single family residential development. The 0.72-acre parcel would be subdivided and developed with 15 single-family residential lots. The proposed Project would also include associated improvements such as landscaping, parking, a private roadway, common and private open space areas, and utility and stormwater infrastructure. Figure 3-1, *Conceptual Site Plan*, illustrates the Project as proposed. The proposed Project requires approval of a Tentative Tract Map and Administrative Design Review application from the City of Orange.

3.2. Project Features

Development Summary

The proposed Project would construct 15 single-family detached residential units on the 0.72-acre site, which would result in a density of 20.83 du/acre. The proposed 15 single-family residences would consist of 14 market-rate units, and one unit (9 percent of the base density) would be reserved for very low-income households, qualifying the proposed Project for benefits under California's State Density Bonus Law (Government Code Section 65915). These benefits would include a 30 percent density bonus (equivalent to four bonus units), development standard waivers and/or reductions, one concession/incentive, and the use of State Density Bonus parking ratios as permitted under the City of Orange Municipal Code Chapter 17.15.

The proposed single-family units would include four bedrooms and three and a half bathrooms, with approximately 1,750 square feet (SF) of internal living space. Each proposed unit would be designed according to one of two product types, described below under *Architectural Summary*. The proposed units would be three stories with a maximum height of approximately 35 feet, measured from finish grade to top of the highest roof ridges. In addition, each unit would include approximately 100 SF of balcony space, and an enclosed two-car garage. The proposed residential units would include a front setback of 8 feet and 6 inches from Fletcher Avenue, a side setback of 5 feet from the adjacent residential uses to the east and west, and a rear setback of 7 feet and 6 inches from the adjacent residential uses to the north.

Architectural Summary

The proposed product types are nearly identical and include the same color schemes. The proposed building elevations would reflect a Spanish-influenced architectural style, characterized by stucco exteriors, clay tile roofs, decorative shutters, and simple, clean building forms. The color palette would feature warm, earthy tones such as sand-finish stucco and tan-brown roof tiles, complemented by neutral gray accents and darker trim elements, including wood shutters and decorative metalwork. These elements would create a cohesive design that blends traditional Spanish features with contemporary residential character. Detailed color boards illustrating the proposed architectural styles and color palettes are provided in Figures 3-2a-d, *Conceptual Elevations*.

Parking and Access

Access to the Project site would be provided via an improved 20-foot-wide driveway on West Flecther Avenue, which would provide access to all 15 proposed private residences. Internal circulation

throughout the site would be accommodated via a 20-foot-wide private roadway. The proposed Project also includes a 4-foot-wide sidewalk throughout the site that would provide pedestrian circulation.

As shown in Figure 3-1, *Conceptual Site Plan*, the proposed Project would provide a total of 39 parking spaces. The proposed Project would include a two-car enclosed garage for each of the proposed units, totaling 30 garage spaces, along with nine open parking spaces.

Fencing and Walls

The proposed Project would include the installation of a new 6-foot-tall block wall along the western perimeter of the Project site. The existing 12-foot-high concrete wall along the northern and eastern property line would remain. Private yards and residences would be enclosed by vinyl fences with gated access.

Landscaping and Open Space

The proposed Project would include approximately 3,497 SF of common open space landscaping, to be maintained by the Homeowners Association (HOA). The landscaping would feature drought-tolerant plantings throughout the site, incorporating a mix of trees, shrubs, and groundcovers. Tree plantings would consist of 24-inch box and 36-inch canopy trees strategically placed across the development. Trees would be distributed within the interior of the site along fences separating individual units as well as adjacent to West Fletcher Avenue. In addition, the proposed Project would include a common dog park area.

The proposed Project would provide approximately 300 SF of private open space per unit, for a total of approximately 4,455 SF across the Project site. The total open space area proposed is approximately 7,951 SF, or 31 percent of the total site area. Figure 3-3, *Conceptual Landscape Plan*, illustrates the site's landscape plan as proposed.

Photovoltaic (PV) Solar

Consistent with the 2022 Title 24 California Building Energy Efficiency Standards, the proposed Project would include photovoltaic (PV) solar panels on the rooftops of each residence and meet all other Title 24 Part 6 (California Energy Code) requirements related to energy efficiency and low impact development (LID) standards.

Infrastructure Improvements

Lighting

Proposed outdoor lighting would be typical of single-family residential uses and would consist of wall-mounted lighting and pole mounted lighting. In total, the proposed Project would include two proposed pole-mounted lights and 48 wall-mounted lights (approximately three proposed per unit). The proposed Project's outdoor lighting would be directed downward and shielded to minimize off-site and would be designed in compliance with the provisions of Orange Municipal Code Section 17.12.030 (Lighting).

Gas and Electric

The proposed Project would be serviced by Southern California Edison for electricity. The proposed Project is anticipated to be fully electric; however, if natural gas service is required, it would be provided by Southern California Gas. An existing 2-inch gas line is located within West Fletcher Avenue and existing overhead electric lines are located along the Fletcher Avenue right-of-way.

Water and Sewer

The proposed Project would install a new 3-inch water line on-site that would connect to the existing 12-inch water line in West Fletcher Avenue. In addition, the proposed Project would install a new 6-inch on-site sewer line that would connect to the existing 8-inch sewer line in West Fletcher Avenue.

Stormwater Drainage

The proposed Project would include the installation of a 4-inch and 8-inch storm drain line on-site, designed to convey stormwater runoff to an underground storm tank. Stormwater would be collected on-site through a series of grate inlets and catch basins, which would direct flows into the underground storm drain system. The underground storm tank would be located beneath the internal driveway.

Street, Sidewalk, Curb, and Gutter

No street, sidewalk, curb, or gutter improvements are proposed along West Fletcher Avenue.

3.3. Density Bonus Law

The Density Bonus Law (DBL) (California Government Code Section 65915) encourages the development of affordable housing by allowing additional density on a property above the maximum density in a jurisdiction's General Plan. The Project must reserve an allotted number of affordable dwelling units below market rate in exchange for the density increase. Reductions in required development standards such as setbacks may also be granted to qualifying applicants. Additional provisions under DBL include incentives or concessions providing cost reductions, waivers of development standards that would physically preclude the construction of a development with incentives granted, and reductions of parking requirements. Incentives are limited in number and granted on a sliding scale based on the percentage of affordable housing that is provided. Waivers are potentially unlimited in number. Pursuant to California Government Code Section 65915(d), incentives or concessions shall be granted unless (a) "the concession or incentive does not result in identifiable and actual cost reductions… to provide for affordable housing costs… or for rents for the targeted units to be set"; (b) "the concession or incentive would have a specific, adverse impact…upon public health and safety or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact without rendering the development unaffordable to low-income and moderate-income households"; or (c) "the concession or incentive would be contrary to state or federal law." Waiver requests must be similarly granted when a development standard would physically preclude construction of a DBL-qualified project, unless the waiver would have a specific adverse impact that cannot be mitigated or avoided, would have an adverse impact on a property listed in the California Register of Historical Resources, or would be contrary to State or federal law.

The DBL specifies that "the granting of a density bonus shall not be interpreted, in and of itself, to require a general plan amendment, zoning change, or other discretionary approval." Similarly,

pursuant to Government Code Section 65589.5 (the "Housing Accountability Act"), the receipt of a density bonus, incentive, concession, waiver, or reduction of development standards pursuant to the DBL is not a valid basis on which to conclude that a proposed housing development project is inconsistent, not in compliance, or not in conformity with otherwise applicable local land use plan, policies, programs, or standards.

The Project site is designated as LMDR by the City of Orange General Plan and is zoned as R-3 by the City of Orange. As mentioned previously, the proposed Project would result in approximately 20.83 du/acre which is above the allowed maximum density for the site of 15 du/acre. However, the Applicant has requested a density bonus consistent with State law for affordable housing to allow for the development of additional units. Pursuant to the DBL, the Project would be allowed to exceed the maximum site density of 15 du/acre. State law allows the City to approve an increase in density for affordable housing projects without requiring approval of a general plan amendment or zone change.

3.4. Construction

Construction activities for the proposed Project would occur over one phase lasting approximately 12 months, beginning in the first quarter of 2027. Construction would occur in the following stages: (1) site preparation and grading; (2) building construction; (3) paving; and (4) architectural coatings. Construction activities would be limited to the hours between 7:00 a.m. and 8:00 p.m. on any day except for Sundays and federal holidays, and between the hours of 9:00 a.m. and 8:00 p.m. on Sundays and federal holidays pursuant to the City's Municipal Code Section 8.24.050(E).

The proposed Project grading would be balanced on-site, with no import or export of soil anticipated.

3.5. Operations

The proposed Project is anticipated to be operational the first quarter of 2028. The proposed Project would operate as a privately managed residential community consisting of 15 single-family detached homes. The residences would be individually owned, with ongoing maintenance of common areas, including private driveways, guest parking, shared landscaping, and stormwater facilities conducted by the HOA. Residential operations would be typical of medium-density urban housing and would include standard activities such as vehicle ingress/egress, waste collection, landscaping maintenance, and utility usage.

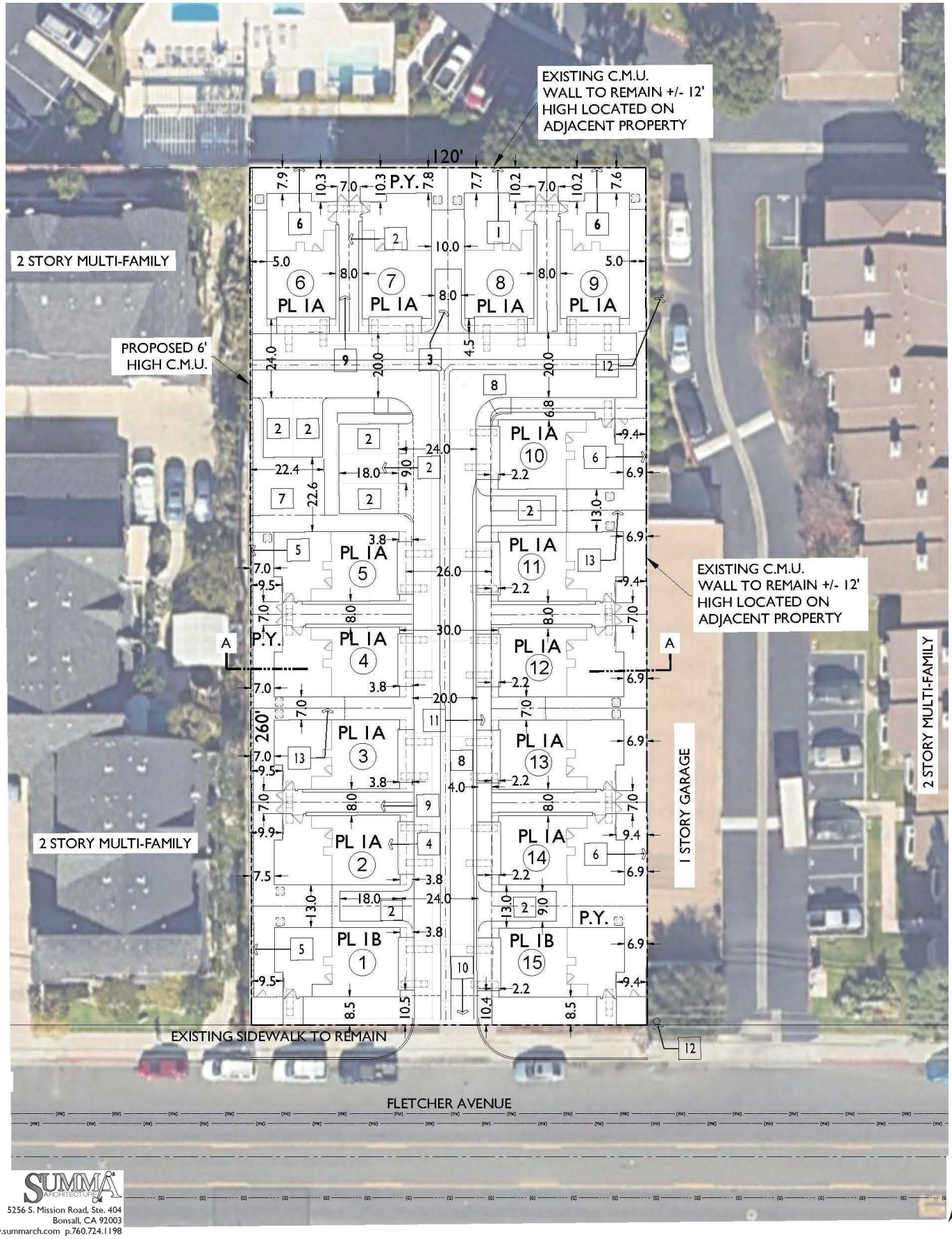
3.6. Discretionary Action Checklist

In accordance with CEQA Guidelines Sections 15050 and 15367, the City is the designated Lead Agency for the Project and has principal authority and jurisdiction for CEQA actions and Project approval. The following discretionary approvals, permits, and studies are anticipated to be necessary for implementation of the proposed Project:

City of Orange

- Approval of Tentative Tract Map
- Approval of Administrative Design Review
- Approval of Density Bonus Request
- Approvals and permits necessary to execute the proposed Project, including but not limited to, grading permit, building permits, etc.

Figure 3-1: Conceptual Site Plan



SUMMA ARCHITECTURE
5256 S. Mission Road, Ste. 404
Bonsall, CA 92003
www.summarch.com p.760.724.1198

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Figure 3-2: Conceptual Elevations



SIDE ELEVATION



PRIVATE YARD ELEVATION

MATERIAL SCHEDULE

1. ROOF - CONCRETE S TILE
2. FASCIA - 2X RESAWN WOOD
3. 16/20 SAND FINISH STUCCO
4. DECORATIVE METAL RAILING
5. VINYL WINDOW W/ STUCCO TRIM
6. STUCCO CONTROL JOINT
7. EXTERIOR LIGHT FIXTURE
8. DECORATIVE SHUTTERS
9. DECORATIVE GABLE ACCENT
10. DECORATIVE METAL POTSHELF
11. SECTIONAL GARAGE DOOR
12. ARCHED RECESS



SEE PLAN SHEET A-1 FOR OFFSET ENTRY DOOR ALIGNMENTS, TYP. AT UNIT TO UNIT LOCATIONS

FRONT ELEVATION



DRIVE ELEVATION



ENHANCED SIDE ELEVATION AT FLETCHER

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Bonsall, CA 92003
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Figure 3-3: Conceptual Landscape Plan



conceptual design + planning company
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Costa Mesa, CA 92626
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www.cdpcinc.com
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4. CLASS 32 INFILL EXEMPTION REQUIREMENTS

Article 19 of the California Environmental Quality Act (CEQA Guidelines Sections 15300 to 15333), includes a list of classes of projects that have been determined to not have a significant effect on the environment and, as a result, are exempt from review under CEQA.

Class 32 Infill Exemption

One of the classes of projects exempt from CEQA review are projects that are specified as urban infill development. CEQA Guidelines Section 15332 defines the Class 32 Infill Exemption as a project that meets the following five requirements:

a) **General Plan and Zoning Consistency:** The project is consistent with the applicable General Plan designation and all applicable General Plan policies as well as with applicable zoning designation and regulations.
b) **Project Location, Size, and Context:** The proposed development occurs within city limits on a project site of no more than 5 acres substantially surrounded by urban uses.
c) **Endangered, Rare, or Threatened Species:** The project site has no value as habitat for endangered, rare, or threatened species.
d) **Significant Effects:** Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
e) **Utilities:** The site can be adequately served by all required utilities and public services.

Exceptions

In addition to meeting the five requirements stated above, the CEQA Guidelines Section 15300.2 provides specific instances where exceptions apply to a project that would otherwise meet the requirements for an exemption. These exceptions are:

a) **Location:** Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located. A project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply in all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, State, or local agencies.
b) **Cumulative Impact:** All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.
c) **Significant Effects:** A Categorical Exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.
d) **Scenic Highways:** A Categorical Exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a State scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.
e) **Hazardous Waste Sites:** A Categorical Exemption shall not be used for a project located on a site which is included on any list complied pursuant to Section 65962.5 of the Government Code.

f) **Historical Resources:** A Categorical Exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.

4.1. Proposed Project CEQA Exemption

The analysis below provides substantial evidence that the proposed Project properly qualifies for an exemption under CEQA Guidelines Section 15332 (i.e., Class 32) and, as a result, would not have a significant effect on the environment. Additionally, the analysis shows there are no applicable exceptions to qualifying for the Categorical Exemption, as identified in CEQA Guidelines Section 15300.2 and discussed in the following Section 4.2, *Exceptions for Exemptions*.

a. Criterion Section 15332(a): General Plan and Zoning Consistency: The Project is consistent with the applicable General Plan designation and all applicable General Plan policies as well as with applicable zoning designation and regulations.

As described above, the Project site is designated as LMDR by the City of Orange General Plan and is zoned R-3 by the City of Orange. The LMDR designation allows 6.1 to 15 du/ac and accommodates a range of residential types, including small-lot single-family homes, duplexes, and lower-intensity multifamily housing. The R-3 zoning designation permits apartments, condominiums, and townhomes, with development standards intended to balance higher-density residential use with minimum ground coverage and adequate open space. The R-3 zone also permits Small Lot Subdivisions pursuant to Section 17.14.270 of the City of Orange Municipal Code, which establishes development standards to accommodate alternative housing types within multifamily and certain mixed-use zones. Small Lot Subdivisions under the R-3 zone allow residential development at densities of 6 to 15 du/ac.

The proposed Project consists of a 15-lot subdivision, which includes 14 market-rate units, and one unit reserved for a very low-income household, as permitted under the State Density Bonus Law and the City's implementing ordinance (City of Orange Municipal Code Chapter 17.14). The provision of one unit reserved for a very low-income household (representing nine percent of the proposed Project) allows the applicant to receive a 30 percent density bonus, which increases the proposed Project from the base allowable 11 units (calculated under the R-3 designation at 15 du/acre) to a total of 15 units. The proposed Project's density, including the additional units achieved through the application of a density bonus, is consistent with the City's adopted housing policies and the density range identified in the General Plan.

While the Project proposes a series of waivers and reductions from the development standards outlined in the Zoning Code (City of Orange Municipal Code Chapter 17.14), these modifications are authorized by the Density Bonus Law (Government Code Section 65915) and the City's Density Bonus Ordinance (City of Orange Municipal Code Chapter 17.15). Such waivers are not considered deviations that would render the proposed Project inconsistent with the General Plan or zoning regulations but rather are expressly permitted adjustments that facilitate the construction of affordable housing consistent with State housing policy. Therefore, despite the proposed Project's request for relief from certain site development standards (such as minimum lot size, setbacks, lot dimensions, and open space requirements), the proposed Project remains fully consistent with the land use designation and zoning regulations as modified by applicable State and local affordable housing provisions.

Table 4-1 shows the proposed Project's consistency with the City of Orange Zoning Ordinance for the Small Lot Subdivision zoning development standards, as listed in Chapter 17.14.270 of the City of Orange Municipal Code. As shown, the proposed Project would meet all of the requisite development standards, including lot size, setback, landscaping, and parking requirements, with the modifications authorized by the Density Bonus Law and the City's Density Bonus Ordinance. Therefore, the proposed Project would be consistent with the applicable zoning regulations.

Table 4-1: City of Orange Zoning Development Standards for Small Lot Subdivision (Municipal Code Chapter 17.14.270)

Development Feature	R-3 (Small Lot Subdivision) Zoning Requirement	Incentive / Waiver	Proposed Project Consistency
Dwelling units per acre	6-15 dwelling units per acre	No	**Consistent.** The proposed Project would construct 15 single-family detached residential units on the 0.72-acre site, which would result in a density of 20.83 du/acre. The proposed Project would consist of 14 market-rate units and one very low-income affordable unit. The inclusion of the affordable units qualifies the proposed Project for a density bonus under California's Density Bonus Law (Government Code Section 65915) and awards the proposed Project a 30 percent density bonus, equivalent to four bonus units.
Lot Coverage	Maximum: 75 percent	No	**Consistent.** The maximum lot coverage would be 60 percent, as shown in Figure 3-1, *Conceptual Site Plan*.
Dwelling unit per lot	1 dwelling unit per lot	No	**Consistent.** The proposed Project would develop a single unit per lot, as shown in Figure 3-1, *Conceptual Site Plan*.
Minimum Setbacks	Front yard: 15 ft Side yard: 5 ft Interior side yard: 0 ft Rear yard: 10 ft	Yes	**Consistent.** The proposed residential units would include a minimum front setback of 8 feet and 6 inches from Fletcher Avenue, a side setback of 5 feet from the adjacent residential uses, and a rear setback of 7 feet and 6 inches from the adjacent residential uses, as shown in Figure 3-1, *Conceptual Site Plan*. However, as described above, the City shall not apply any development standard that would have the effect of physically precluding the construction of a housing development that meets the eligibility criteria of Chapter 17.15, *Density Bonus*, at the densities and with the incentives or

Development Feature	R-3 (Small Lot Subdivision) Zoning Requirement	Incentive / Waiver	Proposed Project Consistency
			concessions permitted under this chapter or as otherwise allowed under Government Code Section 65915. As such, the reduced minimum setbacks are consistent with the provisions of the State Density Bonus Law and the City's implementing regulations.
Building Height	Maximum: 35 ft and 3 stories	No	**Consistent.** The proposed residences would be three stories with a maximum height of approximately 35 feet, measured from finish grade to top of the highest roof ridges.
Minimum Open Space	Private: 150 square feet per dwelling unit	No	**Consistent.** The proposed Project would provide approximately 4,455 square feet of private yard open space, equating to about 300 square feet per unit.
Parking	2 parking spaces per unit, either enclosed or covered (i.e. garage or carport). For units with 4 or more bedrooms, 1 additional space shall be provided on the lot, which may be enclosed or unenclosed. **Required**: 45 stalls	Yes	**Consistent.** The proposed Project would provide a total of 39 parking spaces. The proposed Project would include a two-car enclosed garage for each of the proposed units, totaling 30 garage spaces, along with nine open parking spaces. California's State Density Bonus law allows reduced parking ratios that override local parking codes, and do not require a waiver, concession, or discretionary approval. These are predefined, by-right reduced parking standards that apply automatically when a project qualifies under State Density Bonus law. As such, the proposed parking is consistent with the provisions of the State Density Bonus Law and the City's implementing regulations.

Source: (City of Orange, 2025)
Municipal Code Chapter 17.14.270, Small lot Subdivision Development Standards
Municipal Code Chapter 17.14.270, Required Number of Parking Spaces

b. Criterion Section 15332(b): Project Location, Size, and Context: The proposed development occurs within City limits on a Project site of no more than 5 acres substantially surrounded by urban uses.

The proposed Project is within the limits of the City of Orange on a 0.72-acre site located northeast of the intersection of North Batavia Street and West Fletcher Avenue at 715 West Fletcher Avenue. The Project site is bordered by West Fletcher Avenue followed by industrial uses to the south, and residential uses to the east, west, and north, as shown on Figure 2-2, *Local Vicinity*. As the Project site is less than 5 acres and substantially surrounded by urban uses, it meets the criteria of CEQA Guidelines Section 15332(b).

c. Criterion Section 15332(c): Endangered, Rare, or Threatened Species: The Project site was determined to have no value as habitat for endangered, rare or threatened species.

The Project site is vacant and undeveloped, with no active land uses. Vegetation is limited to scattered non-native grasses, and the site has been heavily disturbed by past development and grading activities, resulting in primarily bare ground with no native habitat. Existing features include a 12-foot concrete wall along the northern and eastern boundaries and a 6-foot chain link fence along the western boundary. The site is located within a fully urbanized area, surrounded by residential uses to the north, east, and west, and by West Fletcher Avenue followed by industrial development to the south. Given the disturbed condition of the site and lack of native vegetation, the Project site does not contain suitable habitat for endangered, rare, or threatened species. Furthermore, because the Project site does not contain any trees, implementation of the proposed Project would not conflict with any local policies or ordinances intended to protect biological resources, including trees.

For the reasons described above, the proposed Project site has no value as habitat for endangered, rare, or threatened species and meets the criteria of CEQA Guidelines Section 15332(c).

d. Criterion Section 15332(d): Significant Effects: Approval of the Project would not result in any significant effects relating to traffic, noise, air quality, or water quality.

Traffic

Senate Bill (SB) 743 was signed by Governor Brown in 2013 and required the Governor's Office of Planning and Research (OPR) to amend the CEQA Guidelines to provide an alternative to level of service (LOS) for evaluating transportation impacts, aiming to promote the reduction of greenhouse gas emissions, the development of multimodal transportation networks and a diversity of land uses. In response, Section 15064.3, *Determining the Significance of Transportation Impacts*, was added to the CEQA Guidelines which states that vehicle miles traveled (VMT) is the most appropriate measure of transportation impacts and shall apply statewide beginning on July 1, 2020.

<u>VMT Screening Criteria</u>

The City of Orange is the Lead Agency responsible for identifying potential impacts associated with the development of the proposed Project in accordance with CEQA requirements. According to the *City of Orange Traffic Impact Analysis Guidelines for Vehicle Miles Traveled and Level of Service Assessment* (July 2025) ("City TIA Guidelines"), certain types of projects, because of their size, nature, or location, are presumed to be exempt from further analysis and result in a less than significant VMT impact. The City TIA Guidelines establish screening thresholds for certain types of

projects that may be presumed to cause a less than significant VMT impact based on substantial evidence provided in the OPR *Technical Advisory on Evaluating Transportation Impacts in CEQA*. The City TIA Guidelines specify the following screening thresholds: Transit Priority Area (TPA) Screening; Low VMT Area Screening; and Project Type Screening. Specifically, residential and office projects located within a Low VMT Area Screening zone are presumed to result in a less than significant impact, unless substantial evidence demonstrates otherwise.

VMT Screening Analysis

A Trip Generation and Vehicle Miles Traveled Screening Analysis was prepared for the proposed Project to determine the applicability of the City of Orange Traffic Impact Analysis Guidelines (Appendix A). The purpose of the analysis is to determine whether a project would be considered to have a less-than significant impact based on VMT screening thresholds and therefore could be screened from further analysis.

The analysis determined that the proposed Project is not located within a transit priority area. As such, the Project does not meet Step 1: Transit Priority Area (TPA) Screening Criteria. In addition, the proposed Project is not a land use type identified for Step 3: Project Type Screening Criteria and, therefore, does not meet the screening. However, the analysis determined that the proposed Project's Traffic Analysis Zone **(**TAZ) per service capita VMT does not exceed the City of Orange General Plan Buildout VMT per service population; therefore, the Project is located within a low VMT area.

To identify if the Project is located in a low VMT-generating area, the analysis utilizes Orange County Transportation Analysis Model (OCTAM) 5.0 to compare the appropriate baseline project TAZ VMT to the City's adopted threshold of significance (i.e., City of Orange General Plan Buildout VMT per service population). The Project site is located within OCTAM TAZ 568. As summarized in Table 4-2 below, TAZ 568 has an existing zonal VMT of 18.7 VMT per service population, which is below the City of Orange's adopted threshold of 25.6 VMT per service population (based on the City's General Plan Buildout VMT per service population). Because the Project's TAZ VMT does not exceed the City's threshold, the proposed Project is considered to be located within a low VMT-generating area. Thus, the proposed Project is presumed to have a less-than-significant impact on VMT according to the City's Guidelines for VMT analysis.

The proposed Project would not result in any significant effects relating to traffic; therefore, the proposed Project meets the traffic-related criteria of CEQA Guidelines Section 15332(d).

Table 4-2: Low VMT Screening Assessment

Project TAZ	Year	Total VMT (OD)	Service Population	VMT Per Service Population
568	2019	68,778.4	3,712	18.5
	2050	68,369.8	3,475	19.7
	2025	68,699.3	3,666	18.7
City of Orange VMT Threshold of Significance				**25.6**
Potentially Significant Impact? (Yes/No)				**No**

Source: ITE Trip Gen Annual (11th Addition)
Source: Trip Generation and VMT Screening Analysis (Appendix A).

Trip Generation

The Project's trip generation was calculated using trip rates from the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 11th Edition* (2025). The Project's proposed 14 market rate residential units were analyzed using the Single Family Detached Residential land use code (ITE Land Use Code 210), and the one affordable unit was analyzed using the Affordable Housing land use code (ITE Land Use Code 223).

As shown in Table 4-3 below, operation of the proposed Project would generate 132 daily trips including 10 trips during the AM peak hour and 13 trips during the PM peak hour.

Table 4-3: Project Trip Generation

Land Use (ITE Code)	Quantity	AM			PM			Daily
		In	Out	Total	In	Out	Total	
Market Rate Dwelling Units (210)	14	3	7	10	8	5	13	127
Very Low-Income Dwelling Unit (223)	1	0	0	0	0	0	0	5
Total		**3**	**7**	**10**	**8**	**5**	**13**	**132**

Source: ITE Trip Gen Annual (11th Addition)
Source: Trip Generation and VMT Screening Analysis (Appendix A).

Noise

To support the Class 32 Categorical Exemption findings for the proposed Project, EPD Solutions, Inc. prepared a Noise and Vibration Impact Analysis, dated November 2025 (Appendix B), that evaluates potential noise-related impacts to surrounding land uses as a result of the implementation of the Project.

Noise Terminology

Various noise descriptors are utilized in this noise analysis, and are summarized as follows:

Leq: The equivalent sound level, which is used to describe noise over a specified period of time, typically 1 hour, in terms of a single numerical value. The Leq of a time-varying signal and that of a steady signal are the same if they deliver the same acoustic energy over a given time. The Leq may also be referred to as the average sound level.

Lmax: The instantaneous maximum noise level experienced during a given period of time.

Lmin: The instantaneous minimum noise level experienced during a given period of time.

CNEL: The Community Noise Equivalent Level (CNEL) is the average A-weighted noise level during a 24-hour day that is obtained after an addition of 5 dBA to measured noise levels between the hours of 7:00 pm to 10:00 pm and after an addition of 10 dBA to noise levels between the hours of 10:00 pm to 7:00 am to account for noise sensitivity in the evening and nighttime, respectively.

Ambient Noise: The "ambient noise level" is the background noise level associated with a given environment at a specified time and is usually a composite of sound from many sources from many directions.

Significance Criteria

As described in more detail in Appendix B, the City's General Plan guidelines and Municipal Code regulations identify noise compatibility and establish noise standards that are implemented as thresholds. However, the existing City regulations do not identify levels of ambient noise increases that are considered substantial or vibration criteria during construction. Thus, information gathered from Municipal Codes from various jurisdictions and the *Transportation and Construction Vibration Manual* were utilized (Appendix B). Table 4-4, *Significance Criteria Summary*, provides a summary of thresholds used in the noise analysis.

Table 4-4: Significance Criteria Summary

Analysis	Conditions	Significant Criteria	
		Daytime	Nighttime
Off-Site Traffic[1]	If ambient is < 60 dBA CNEL	≥ 5 dBA CNEL Project Increase	
	If ambient is 60-65 dBA CNEL	≥ 3 dBA CNEL Project Increase	
	If ambient is > 65 dBA CNEL	≥ 1.5 dBA CNEL Project Increase	
Operational[2]	Exterior Noise Level Standards for Single Family Residence	60 dBA CNEL	
	Exterior Noise Level Standards for Multi-Family Residence	65 dBA Ldn	
Construction	Limit construction activities which impact adjacent residential uses to the hours of 7 A.M. to 8 P.M. during weekdays and Saturdays.[2]		
	Noise Level Threshold[3]	80 dBA $L_{eq.equip(8hr)}$	70 dBA $L_{eq.equip(8hr)}$

Analysis	Conditions	Significant Criteria	
		Daytime	Nighttime
	Noise Level Increase[4]	20 dBA L_{eq}	
	Construction Vibration Damage Criteria[5]	0.5 PPV (inches/second)[6]	
		0.3 PPV (inches/second)[7]	

1. City of Orange. (2010). *City of Orange Noise Element.*
2. City of Orange Municipal Code, Section 8.24.040. Exterior Standards.
3. City of Orange. (2010). *City of Orange Noise Element.*
4. City of Orange Municipal Code. 8.24.050. Exemptions from Chapter Provisions.
5. FTA. (2018). *Transit Noise and Vibration Impact Assessment Manual*.
6. Caltrans. (2020). *Transportation and Construction Vibration Guidance Manual*. For older residential structures.
Source: Noise and Vibration Impact Analysis (Appendix B)

Noise Impacts

Construction

Construction of the proposed Project is anticipated to occur over one phase lasting approximately 12 months and would involve site preparation, grading, building construction, paving, and architectural coatings. These activities would require the use of heavy equipment that would increase noise levels in the immediate area. However, the noise from construction activity would fluctuate depending on the particular type, number, and duration of use of construction equipment. Additionally, noise associated with construction of the Project would be temporary in nature and would cease upon completion of the Project.

Table 4-5 below lists typical construction equipment noise levels recommended for noise impact assessments, based on a distance of 50 and 75 feet between the equipment and a noise receptor. As shown, noise levels generated by heavy construction equipment can range from approximately 75 dBA to 90 dBA when measured at 50 feet and 70.2 dBA to 80 dBA when measured at 75 feet.

Table 4-5: Typical Construction Equipment Noise Levels

Activity	Equipment[1]	Maximum Noise Level @ 50 Feet[2,3]	Noise Level @ 75 Feet[2,3]
		dBA L_{max}	dBA L_{eq}
Site Preparation	Rubber Tired Dozers	85	80.0
	Grader	85	
	Crawler Tractors	84	
Grading	Graders	85	80.0
	Rubber Tired Dozers	85	
	Crawler Tractors	84	
Building Construction	Cranes	81	79.5
	Forklift	75	

Activity	Equipment[1]	Maximum Noise Level @ 50 Feet[2,3]	Noise Level @ 75 Feet[2,3]
		dBA L_{max}	dBA L_{eq}
	Tractors/Loaders/Backhoe	84	
Paving	Pavers	85	77.3
	Paving Equipment	90	
	Rollers	85	
Architectural Coating	Air Compressors	80	70.2

Source: Noise and Vibration Impact Analysis (Appendix B)

The nearest sensitive receptors to the Project site are residences located adjacent to the western Project site boundary (75 feet from the center of the site and 15 feet from the nearest construction activities). Other noise sensitive land uses near the Project site are located at greater distances than those listed above and would experience lower noise levels due to the additional attenuation from distance and the shielding of intervening structures, such as the 12-foot-high concrete wall along the northern and eastern property line.

Construction noise was analyzed from the center of the Project site because construction equipment is mobile and operates throughout the site rather than at a fixed point. Using the center provides a conservative and standardized method that reasonably represents average noise conditions for nearby sensitive receptors. The construction noise analysis also assumes the two loudest pieces of equipment are operating together. Furthermore, there is a 6-foot-tall chain fence with vegetation located along the western perimeter of the Project site, which would reduce noise during construction by approximately 1.5 dBA, and the existing 12-foot-wall concrete wall along the northern and eastern boundaries of the site would reduce noise levels by at least 5 dBA (Appendix B). This shielding effect has been incorporated into the analysis. Therefore, noise generated during construction activities is estimated to range between 68.7 to 78.5 dBA at the nearest sensitive receptors, which would not exceed the 80 dBA threshold during daytime, as shown in Table 4-6 below. As such, construction-related noise impacts would be considered less than significant.

Table 4-6: Construction Noise Level at the Nearest Sensitive Receptor

Sensitive Receptors	Distance Between Geographic Center of Project Site (feet)	Noise Level L_{eq} (dBA)		Exceed the Thresholds?
		Highest Noise Level	Threshold	
Residential to West	75	78.5	80	No

Source: Noise and Vibration Impact Analysis (Appendix B)

To identify the temporary Project construction noise level contributions to the existing ambient noise environment, the proposed Project construction noise levels were combined with the existing ambient noise level measurements as shown in Table 4-7 below. The difference between the combined Project-construction and ambient noise levels is used to describe the construction noise level contributions.

Table 4-7: Construction Noise Level Increases at the Nearest Sensitive Receptor

Sensitive Receptors	Noise Level L_{eq} (dBA)				Exceed the Thresholds?
	Highest Noise Level	Ambient Noise Level	Construction Increase	Threshold	
Residential to West	78.5	65.5	13	20	No

Source: Noise and Vibration Impact Analysis (Appendix B)

As shown in Table 4-6, proposed Project construction activities would not result in ambient noise level increases during the daytime hours at the nearest receiver locations, which would not exceed the 20 dBA Leq construction noise level increase threshold. Thus, temporary construction noise level increases from construction would be less than significant. Additionally, as described above, Project construction would be restricted to between the hours of 7:00 a.m. and 8:00 p.m. on any day except for Sundays and federal holidays, or between the hours of 9:00 a.m. and 8:00 p.m. on Sundays and federal holidays, in compliance with the City's Municipal Code.

Operation

The ongoing operation of the proposed Project is anticipated to generate nonhuman noise sources from automobiles traveling to and from the Project site and from on-site heating, ventilation, and air conditioning (HVAC) equipment. Based on the modeling results, the proposed Project would generate operational noise levels of approximately 45.4 dBA during the daytime and 44.5 dBA during the nighttime at the site boundary, which would not exceed the City's thresholds of 55 dBA and 45 dBA due to stationary sources, respectively (Appendix B).

To identify operational ambient noise level increases from the Project, the Project's operational noise levels are combined with the existing ambient noise levels measurements. The difference between the combined Project and ambient noise levels identifies the Project noise level increase. Based on the noise modeling results, operational noise generated by HVAC equipment and parking activities would be approximately 45.9 dBA during daytime hours and 44.7 dBA during nighttime hours at the Project boundary (Appendix B). These noise levels would not exceed the City's exterior noise standards of 55 dBA during the daytime and 50 dBA during the nighttime for residential properties. Further, as ambient noise levels in the Project vicinity range from approximately 47.1 to 65.6 dBA Leq, Project-related operational noise would be below the existing ambient noise environment and would not result in a measurable increase in overall noise levels (Appendix B). The incremental Project operational noise level increase is considered less than significant at all receiver locations.

Traffic Noise

Traffic generated by the operation of the proposed Project has the potential to influence the traffic noise levels in surrounding off-site areas and at the Project site. Vehicle noise is a combination of the noise produced by the engine, exhaust and tires. The level of traffic noise depends on three primary factors: (1) the volume of traffic; (2) the speed of traffic; and (3) the number of trucks in the flow of traffic. The proposed Project does not propose any uses that would require truck trips and the proposed Project would not alter the speed limit on any existing roadway; so, the proposed Project's potential off-site noise impacts have been focused on the noise impacts associated with the change of volume of traffic that would occur with development of the proposed Project.

Roadway segment noise levels for the "Existing" and "Existing with Project" scenarios were compared to evaluate Project-related operational noise impacts. As shown in Table 4-8, the noise level under the "Existing" scenario at a distance of 100 feet from the roadway centerline is 51.2 dBA. With the addition of the proposed Project, the noise level would be 51.5 dBA. The increase due to the proposed Project would be 0.3 dBA, which would not exceed the 3 dB threshold along Fletcher Avenue. Furthermore, the traffic noise with the proposed Project would be less than the standard of 65 dBA. As such, impacts would be less than significant.

Table 4-8: Existing Plus Project Traffic Noise Levels

Roadway Segment	Existing		Existing Plus Project				Increase over Existing Scenario (dBA)
	Existing ADT[1]	dBA @ 100 feet from Roadway Centerline	Existing Plus Project ADT[2]	dBA @ 100 feet from Roadway Centerline	Centerline to 60 dBA CNEL (feet)	Centerline to 55 dBA CNEL (feet)	
Fletcher Avenue	1,695	51.2	1,827	51.5	-	59	0.3

Notes: ADT= average daily traffic; CNEL=Community Noise Equivalent Level; dBA=A-weighted decibels.
Source: Noise and Vibration Impact Analysis (Appendix B)

Aircraft Noise

The closest airport to the Project site is Fullerton Municipal Airport, located approximately 7.2 linear miles southwest of the Project site. However, the Project site lies well outside the Fullerton Municipal Airport 60 dBA CNEL noise contour (Airport Land Use Commission, 2019). Therefore, the proposed Project would not be exposed to excessive aircraft noise and impacts would be less than significant.

Ground-Borne Vibration

Construction activities can generate varying levels of ground vibration depending on the equipment used and the methods employed. These vibrations propagate through the ground and decrease in intensity with distance. Buildings in the vicinity of the construction site respond to these vibrations with varying results ranging from no perceptible effects at the low levels to slight damage at the highest levels. Table 4-9 provides vibration levels for particular construction activities at a distance of 25 and 15 feet.

Table 4-9: Construction Equipment Vibration Levels

Equipment	Reference Vibration Level at 25 Feet (PPV [inches/second])[1]	Vibration Level at 15 Feet (PPV [inches/second])[2]
Large Bulldozer	0.089	0.191
Loaded Trucks	0.076	0.191
Small Bulldozer	0.003	0.012

Source: Noise and Vibration Impact Analysis (Appendix B)

Based on the equipment list in Table 4-5 above, the proposed Project construction would use the following vibration-heavy equipment on-site: rubber tired dozers, loaded trucks, and graders (generates similar vibration as large bulldozer). The nearest residential structure would be located as close as 15 feet from the construction activities, which would generate a vibration level of 0.191 from a large bulldozer, which would be the most vibrating piece of equipment used by Project construction. As shown in Table 4-8, the vibration level at the nearest residential structure would range from 0.012 to 0.191 PPV (inches per second), which would not exceed the threshold of 0.3 inches per second established by the FTA. As such, the vibration impacts during construction would be less than significant.

The Project proposes a 15-unit single-family residential development, which would not involve railroads or substantial heavy truck operations that are typically associated with significant operational vibration. Operation of the residences would include heavy trucks for residents moving in and out of the units and garbage trucks for solid waste disposal, which would not be frequent daily activities. Truck vibration levels are dependent on vehicle characteristics, load, speed, and pavement conditions. Garbage trucks and delivery trucks on-site would be travelling at very low speeds, so it is expected that garbage truck vibration at nearby sensitive receptors would not be noticeable. Therefore, operational vibration impacts would be less than significant.

Overall, the proposed Project would not result in any significant effects relating to noise or vibration; therefore, the proposed Project meets this criterion related to noise and vibration of CEQA Guidelines Section 15332(d).

Air Quality

To support the Class 32 Categorical Exemption findings for the proposed Project, EPD Solutions, Inc. prepared a report dated November 2025 that evaluates potential air quality-related impacts as a result of the implementation of the proposed Project (see Appendix C).

Air Quality Management Plan Consistency

The Project site is located in the South Coast Air Basin (SCAB), which is under the jurisdictional boundaries of the South Coast Air Quality Management District (SCAQMD). The SCAQMD and Southern California Association of Governments (SCAG) are responsible for preparing the regional Air Quality Management Plan (AQMP), which addresses federal and State Clean Air Act (CAA)

requirements. The AQMP details goals, policies, and programs for achieving air quality standards and healthful air in the SCAB. In preparation of the AQMP, SCAQMD and SCAG use land use designations contained in General Plan documents from local agencies to forecast, inventory, and allocate regional emissions from land use and development-related sources.

As described in Chapter 12, in Section 12.2 and Section 12.3, of the SCAQMD's *CEQA Air Quality Handbook* (1993), for purposes of analyzing consistency with the AQMP, if a project would have a development density and vehicle trip generation that is substantially greater than what was anticipated in the General Plan, then the project would conflict with the AQMP. On the other hand, if a project's density is consistent with the General Plan, its emissions would be consistent with the assumptions in the AQMP, and the project would not conflict with SCAQMD's attainment plans. In addition, the SCAQMD considers projects consistent with the AQMP if the project would not result in an increase in the frequency or severity of existing air quality violations or cause a new violation.

As discussed previously, the proposed Project qualifies for concessions and increased density under California's Density Bonus Law (Government Code Section 65915). As such, the proposed Project is considered consistent with applicable land use policies, including for the purposes of evaluating air quality plan consistency. The AQMP relies on general plan and zoning assumptions for growth forecasts; however, projects that utilize state-mandated density bonuses are considered consistent with the AQMP so long as they do not exceed regional growth projections or conflict with the overarching goals of the Plan. As a result, the proposed Project would also be consistent with the assumptions in the AQMP and would not conflict with SCAQMD's attainment plans.

In addition, emissions generated by construction and operation of the proposed Project would not exceed significance thresholds, as shown below in Tables 4-9 through 4-11. As described in the analysis below, the proposed Project would not result in an increase in the frequency or severity of existing air quality violations or cause a new violation. Therefore, the proposed Project is consistent with the AQMP, and impacts would be less than significant.

Regional Construction Emissions

Construction activities associated with the proposed Project would generate pollutant emissions from the following construction activities: site preparation, grading, building construction, paving, and architectural coating. The quantity of emissions generated on a daily basis would vary, depending on the intensity and types of construction activities occurring. In addition, the proposed Project would generate a need for construction worker vehicle trips to and from the Project site during the estimated 12 months of construction.

It is mandatory for all construction projects to comply with several SCAQMD Rules, including Rule 402, which prohibits discharge of air contaminants that cause injury, nuisance, or annoyance to the public or damage to property. Rule 403 aims to control fugitive dust as well as particulate matter (particulate matter 10 microns in diameter [PM_{10}] and particulate matter 2.5 microns in diameter [$PM_{2.5}$]) emissions from construction activities and its requirements include, but are not limited to: applying water in sufficient quantities to prevent the generation of visible dust plumes; applying soil binders to uncovered areas, reestablishing ground cover as quickly as possible; utilizing a wheel washing system to remove bulk material from tires and vehicle undercarriages before vehicles exit the Project site; covering all trucks hauling soil with a fabric cover and maintaining a freeboard height of 12 inches; and maintaining effective cover over exposed areas. In addition, implementation of

SCAQMD Rule 1113 which governs the volatile organic compound (VOC) content in architectural coating, paint, thinners, and solvents, would be required.

Regional construction emissions associated with the proposed Project were modeled using the most recent version of the California Emissions Estimator Model (CalEEMod) and are presented in Table 4-9. As shown in Table 4-10, CalEEMod results show that construction emissions generated by the proposed Project would not exceed SCAQMD regional thresholds for criteria pollutants. Therefore, construction emissions would result in a less-than-significant impact.

Table 4-10: Regional Construction Emissions

Construction Activity	Maximum Daily Regional Emissions (pounds/day)					
	ROG	**NOx**	**CO**	**SO_2**	**PM_{10}**	**$PM_{2.5}$**
2027 (Year 1)						
Site Prep	1.47	12.65	13.28	0.02	2.71	1.51
Grading	1.47	12.65	13.28	0.02	2.71	1.51
Building Construction	0.71	6.57	9.24	0.02	0.33	0.25
2027 Maximum Daily Emissions	***1.47***	***12.65***	***13.28***	***0.02***	***2.71***	***1.51***
2028 (Year 2)						
Building Construction	0.68	6.16	9.19	0.02	0.31	0.23
Paving	0.63	4.92	6.95	0.01	0.41	0.22
Architectural Coating	8.43	1.08	1.53	<0.01	0.03	0.02
2028 Maximum Daily Emissions	***8.43***	***6.16***	***9.19***	***0.02***	***0.41***	***0.23***
Maximum Daily Emission 2025-2026	**8.43**	**12.65**	**13.28**	**0.02**	**2.71**	**1.51**
SCAQMD Significance Thresholds	75	100	550	150	150	55
Threshold Exceeded?	**No**	**No**	**No**	**No**	**No**	**No**

Notes: ROG = reactive organic gases, NOx = nitrogen oxides, CO = carbon monoxide, SO_2 = sulfur dioxide, PM_{10} = particulate matter 10 microns in diameter, $PM_{2.5}$ = particulate matter 2.5 microns in diameter
Source: Air Quality Impact Analysis (Appendix C).

Regional Operational Emissions

Development and operation of the proposed Project would result in long-term regional emissions of criteria air pollutants and ozone precursors associated with mobile sources (emissions from vehicle trips) and area sources (landscaping, applications of architectural coatings, and consumer products).

Regional operational emissions associated with the proposed Project were modeled using CalEEMod and are presented in Table 4-11. As shown, the proposed Project would not result in long-term regional emissions of criteria pollutants that would exceed the SCAQMD's applicable thresholds. Therefore, impacts would be less than significant.

Table 4-11: Net Regional Operational Emissions

Operational Activity	Maximum Daily Regional Emissions (pounds/day)					
	ROG	**NOx**	**CO**	**SO_2**	**PM_{10}**	**$PM_{2.5}$**
Mobile	0.46	0.40	4.90	0.01	1.40	0.36
Area	0.68	0.01	0.85	<0.01	<0.01	<0.01
Energy[1]	0.00	0.00	0.00	0.00	0.00	0.00
Total Operational Emissions	**1.15**	**0.41**	**5.75**	**0.01**	**1.40**	**0.36**
SCAQMD Significance Thresholds	55	55	550	150	150	55
Threshold Exceeded?	**No**	**No**	**No**	**No**	**No**	**No**

Notes: ROG = reactive organic gases, NOx = nitrogen oxides, CO = carbon monoxide, SO_2 = sulfur dioxide, PM_{10} = particulate matter 10 microns in diameter, PM2.5 = particulate matter 2.5 microns in diameter
[1]Since the Project does not include natural gas, the estimated natural gas consumption is converted to electricity-equivalent using a factor of 0.18 and added to the electricity consumption.
Source: Air Quality Impact Analysis (Appendix C).

Localized Significant Thresholds (LST)

The SCAQMD recommends the evaluation of localized nitrogen oxide (NOx), carbon monoxide (CO), PM_{10}, and $PM_{2.5}$ construction-related impacts to sensitive receptors in the immediate vicinity of the Project site. Such an evaluation is referred to as a localized significance threshold (LST) analysis. These thresholds set the maximum rates of daily construction or operational emissions from a project site that would not exceed a national or State ambient air quality standard. The thresholds are determined by the Source Receptor Area (SRA), size of grading disturbance, and distance to nearest receptor. SCAQMD provides screening tables (Appendix C of the SCAQMD *2008 Final Localized Significance Threshold Methodology*) for projects that disturb less than or equal to 5 acres in a day.

Sensitive receptors can include uses such as long-term health care facilities, rehabilitation centers, and retirement homes. Residences, schools, playgrounds, childcare centers, and athletic facilities can also be considered sensitive receptors. The nearest LST sensitive receptor to the Project site is a residential home located immediately adjacent to the Project site's western boundary. Therefore, the construction emission thresholds for the lowest distance available (25 meters) were used.

Construction

Table 4-12 presents the results of the localized construction emissions for 2027 and 2028 compared against the SCAQMD localized thresholds. As shown, the proposed Project would not exceed SCAQMD's localized significance thresholds. Therefore, localized construction air quality impacts would be less than significant.

Table 4-12: Localized Construction Emissions

Construction Activity	Maximum Daily Regional Emissions (pounds/day)			
	NOx	CO	PM_{10}	$PM_{2.5}$
2027 (Year 1)				
Site Prep	12.63	12.96	2.61	1.48
Grading	12.63	12.96	2.61	1.48
Building Construction	6.51	8.94	0.25	0.23
2027 Maximum Daily Emissions	***12.63***	***12.96***	***2.61***	***1.48***
2028 (Year 2)				
Building Construction	6.10	8.95	0.22	0.20
Paving	4.87	6.25	0.19	0.17
Architectural Coating	1.08	1.49	0.02	0.02
2028 Maximum Daily Emissions	***6.10***	***8.95***	***0.22***	***0.20***
Maximum Daily Emission 2027-2028	**12.63**	**12.96**	**2.61**	**1.48**
SCAQMD Significance Thresholds	81.00	485.00	4.00	3.00
Threshold Exceeded?	**No**	**No**	**No**	**No**

Notes: NOx = nitrogen oxides, CO = carbon monoxide, PM_{10} = particulate matter 10 microns in diameter, $PM_{2.5}$ = particulate matter 2.5 microns in diameter
Source: Air Quality Impact Analysis (Appendix C).

Operational

According to the SCAQMD LST methodology, LSTs apply to stationary and on-site mobile sources from a project. Projects that involve mobile sources that spend extended periods queuing and idling at a site, such as transfer facilities or warehousing and distribution buildings, have the potential to exceed the operational LSTs. Residential uses do not typically involve diesel vehicles regularly idling or queueing for long periods. Therefore, due to the lack of significant stationary source emissions or idling diesel-powered vehicles, impacts related to operational LSTs are presumed to be less than significant.

Water Quality

The Project site is located within the Lower Santa Ana River Watershed and is under the jurisdiction of the Santa Ana Regional Water Quality Control Board (SARWQCB), which sets water quality standards for all ground and surface waters within its region. Water quality standards are defined under the Clean Water Act (CWA) to include both the beneficial uses of specific water bodies and the levels of water quality that must be met and maintained to protect those uses (water quality objectives). Water quality standards for all ground and surface waters overseen by the SARWQCB are documented in its Basin Plan (Santa Ana Basin Plan), and the regulatory program of the SARWQCB is designed to minimize and control discharges to surface and groundwater, largely through permitting, such that water quality standards are effectively attained.

Construction

Construction of the proposed Project would require grading and excavation of soils, which would loosen sediment, and then have the potential to mix with surface water runoff and degrade water quality. Additionally, construction would use heavy equipment and construction-related chemicals, such as concrete, cement, asphalt, fuels, oils, antifreeze, transmission fluid, grease, solvents and paints. These potentially harmful materials could be accidentally spilled or improperly disposed of during construction and, if mixed with surface water runoff could wash into and pollute waters.

Construction of the proposed Project would not disturb more than one acre of soil; therefore, the proposed Project would not be required to obtain coverage under the National Pollutant Discharge Elimination System (NPDES) General Permit for Discharges of Storm Water Associated with Construction Activity. However, pursuant to the requirements of the City of Orange Municipal Code Chapter 7.01, *Water Quality and Stormwater Discharges*, the Project Applicant would still be required to comply with local stormwater and water quality regulations. Construction activity subject to local regulations includes clearing, grading, and ground disturbances such as trenching, stockpiling, or excavation. For example, the proposed Project would be required to comply with the City's grading and erosion control ordinances included in the City of Orange Municipal Code Chapter 16.40, *Grading Requirements*, which would be ensured by the City's plan check and permitting process. Furthermore, the proposed Project would be required to implement best management practices (BMPs) for erosion and sediment control during construction such as:

- Prompt revegetation of proposed landscaped areas;
- Perimeter gravel bags or silt fences to prevent off-site transport of sediment;
- Storm drain inlet protection (filter fabric gravel bags and straw wattles), with gravel bag check dams within paved roadways;
- Regular sprinkling of exposed soils to control dust during construction and soil binders for forecasted wind storms;
- Specifications for construction waste handling and disposal;
- Contained equipment wash-out and vehicle maintenance areas;
- Erosion control measures including soil binders, hydro mulch, geotextiles, and hydro seeding of disturbed areas ahead of forecasted storms;
- Construction of stabilized construction entry/exits to prevent trucks from tracking sediment on City roadways;
- Construction timing to minimize soil exposure to storm events; and
- Training of subcontractors on general site housekeeping.

Adherence to existing requirements and implementation of appropriate BMPs, as ensured through the City's permitting process, would minimize potential water quality degradation associated with construction activities, prevent violations of water quality standards or waste discharge requirements, and result in less-than-significant impacts.

Operation

The proposed Project would introduce pollutants such as trash and debris, oil and grease from vehicles, and pesticides and sediments from landscaping. These pollutants could potentially discharge into surface waters and result in degradation of water quality. Thus, the proposed Project would be required to comply with existing regulations that limit the potential for pollutants to discharge from

the site. Pursuant to the NPDES and Orange Municipal Code Chapter 7.01, *Water Quality and Stormwater Discharges*, a project specific WQMP would be prepared prior to issuance of grading or building permits. The WQMP would specify low impact development (LID) practices and post-construction BMPs that would be incorporated into the project design to capture and treat stormwater runoff to reduce pollutants of concern before conveying the stormwater to the City's storm drain system, and ultimately to the Santa Ana River. The proposed Project would also be subject to other applicable requirements of the City of Orange Municipal Code Chapter 7.01, including regulations related to stormwater discharge, prohibited discharges, and requirements to implement and maintain BMPs. Adherence to these statutory requirements and long-term maintenance of BMPs would ensure that water quality and waste discharge requirements are not violated.

For the purposes of stormwater quality, the Project proposes a combination of on-site infiltration galleries and underground drainage infrastructure designed to comply with applicable municipal stormwater management standards. The proposed Project would include the installation of a four inch, and eight-inch storm drain line on-site, designed to convey stormwater runoff to an underground storm tank. Stormwater would be collected on-site through a series of grate inlets and catch basins, which would direct flows into the underground storm drain system. The underground storm tank would be located beneath the private internal roadway. The catch basins, located in the driveway, will have pre-treatment filters installed to capture large particulates and some oils and grease present in the runoff. The proposed drainage system would also remove coarse sediment, trash, and pollutants (i.e., sediments, nutrients, heavy metals, oxygen demanding substances, oil and grease, bacteria, and pesticides). Proposed stormwater facilities would be designed to manage runoff for both water quality treatment and the 2-year, 10-year, 25-year, and 100-year storm events for drainage and flood control. Post-development runoff volumes (after infiltration) would be less than pre-development volumes for these storm events, demonstrating a beneficial effect on stormwater quantity (Appendix D). Therefore, the proposed improvements would ensure that post-development runoff rates and volumes do not exceed pre-development conditions.

With implementation of the operational source and treatment control BMPs that are outlined in the preliminary WQMP (Appendix E) that would be reviewed and approved by the City during the permitting and approval process, potential pollutants would be reduced to the maximum extent feasible, and implementation of the proposed Project would not substantially degrade water quality.

Overall, the proposed Project would not result in any significant effects relating to water quality; therefore, the proposed Project meets the water quality related criteria of CEQA Guidelines Section 15332(d).

e. Criterion Section 15332(e): Utilities: The site can be adequately served by all required utilities and public services.

The utilities necessary to construct and operate the proposed Project (electric, gas, trash, water, and sewer) would be adequately provided by existing utility service systems. The Project site is located in an urbanized and developed area. The proposed Project would connect to existing underground water, sewer, and drainage utility lines surrounding the Project site within West Fletcher Avenue. The proposed Project would install a new 3-inch water line on-site that would connect to the existing 12-inch water line in West Fletcher Avenue. In addition, the proposed Project would install a new 6-inch on-site sewer line on-site that would connect to the existing 8-inch sewer line in West Fletcher Avenue. The proposed Project would be serviced by Southern California Edison (SCE) for electricity.

Given the size of the proposed Project and its location within an area that is currently served by utilities, the site can be adequately served by all required utilities and public services. Therefore, the proposed Project meets the criteria of CEQA Guidelines Section 15332(e).

4.2. Exceptions for Exemptions

In addition to investigating the applicability of CEQA Guidelines Section 15332 (Class 32), this CEQA document also assesses whether any of the exceptions to qualifying for the Class 32 Categorical Exemption for an infill project are present. The following analysis compares the criteria of CEQA Guidelines Section 15300.2 (Exceptions) to the Project.

a. Criterion 15300.2(a): Location: Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located – a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, State, or local agencies.

The proposed Project does not qualify for an exemption under Classes 3, 4, 5, 6, or 11. The proposed Project is located within an urban developed area and is not located within a sensitive environment. In addition, the proposed Project would not result in any impacts on an environmental resource of hazardous or critical concern. Therefore, the exception under criterion 15300.2(a) is not applicable.

b. Criterion 15300.2(b): Cumulative Impact: All exemptions for these classes are inapplicable when the cumulative impact of successive projects with similar uses over a similar geological area, over time is significant.

As discussed in Section 4.1, *Proposed Project CEQA Exemption*, the proposed Project meets the requirements of CEQA Guidelines Section 15332. The proposed Project would subdivide the site and develop 15 single-family residential lots. The Project site is already served by utilities and public services, as well as transportation. Any construction effects would be temporary, confined to the Project vicinity, and reduced to a less-than-significant level by implementing existing applicable regulatory requirements. Therefore, the proposed Project's impact would be less than significant and not cumulatively considerable. No successive projects of the same or similar use within the vicinity of the proposed Project are known or expected to occur over time that would result in cumulatively considerable impacts. Furthermore, as discussed throughout this document, the proposed Project would not result in significant environmental impacts that would be capable of combining with impacts from other cumulative projects to result in a cumulative impact. Therefore, the exception under CEQA Guidelines Section 15300.2 (b) does not apply to the Project.

c. Criterion 15300.2(c): Significant Effects: A Categorical Exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

There are no known unusual circumstances that are applicable to the proposed Project, and which may result in a significant effect on the environment. The proposed Project consists of the development of 15 single-family residential lots within an urban developed area that is served by utilities and transportation. The Project site would be consistent with the City's General Plan and the Municipal Code; thus, the provision of single-family residential buildings would not introduce a new

activity to the area that could result in a significant effect on the environment. Therefore, the exception under CEQA Guidelines Section 15300.2(c) does not apply to the proposed Project.

d. Criterion 15300.2(d): Scenic Highways: A Categorical Exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a State scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.

The Project site is not located within a State Scenic Highway corridor. The nearest Officially Designated State Scenic Highway to the Project site is the section of SR-91 that connects to SR-55 (California Department of Transportation, 2025). The officially designated portion of SR-91 is located approximately two linear miles northeast of the Project site and is not visible from the site. Therefore, the exception under CEQA Guidelines Section 15300.2(d) does not apply to the proposed Project.

e. Criterion 15300.2(e): Hazardous Waste Sites: A Categorical Exemption shall not be used for a project located on a site which is included on any list complied pursuant to Section 65962.5 of the Government Code.

Government Code Section 65962.5 requires various State and local agencies to compile and update lists of hazardous materials sites that may pose a threat to public health or the environment. These lists, collectively referred to as the "Cortese List", are maintained by agencies such as the California Department of Toxic Substances Control (DTSC), the State Water Resources Control Board (SWRCB), and local enforcement agencies. The Cortese List includes hazardous waste sites, sites with known releases of hazardous substances, and other properties with potential contamination concerns.

A Phase I Environmental Site Assessment (ESA) was prepared for the Project site by Environmental Audit, Inc., in June 2025 (Appendix F). The Phase I ESA included a review of environmental regulatory databases, historical land use records, aerial imagery, and a physical site reconnaissance. Specifically, the Phase I ESA included a comprehensive records search of federal, State, County, City, and tribal environmental databases, performed using Environmental Data Resources (EDR) to identify any potential hazardous materials concerns associated with the Project site and Project vicinity.

The Phase I ESA confirmed that the Project site is not listed on the Cortese List or any other federal or State databases identifying hazardous materials sites. Additionally, although several nearby properties were identified in environmental records, none were determined to pose a Recognized Environmental Condition, Controlled Recognized Environmental Condition, or Historical Recognized Environmental Condition for the Project site.

Therefore, based on the results of the Phase I ESA and the absence of hazardous material concerns or listing on the Cortese List, the Project site is not subject to the exception under CEQA Guidelines Section 15300.2(e). The exception under CEQA Guidelines Section 15300.2(e) does not apply to the proposed Project.

f. Criterion 15300.2(f): Historical Resources: A Categorical Exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resources.

According to the State CEQA Guidelines, a historical resource is defined as something that meets one or more of the following criteria: (1) listed in, or determined eligible for listing in, the California Register of Historical Resources; (2) listed in a local register of historical resources as defined in Public Resources Code (PRC) Section 5020.1(k); (3) identified as significant in a historical resources survey meeting the requirements of PRC Section 5024.1(g); or (4) determined to be a historical resource by the Project's Lead Agency.

As previously mentioned, the Project site is vacant and undeveloped, with no existing active land uses. There are no existing buildings or structures on site. Therefore, the Project site is ineligible for listing in the National Register of Historic Places and California Register of Historical Resources. As such, the Project site does not contain a historical resource, nor would it result in impacts to historical resources. Therefore, the exception under CEQA Guidelines Section 15300.2(e) does not apply to the proposed Project.

4.3. Conclusion

On the basis of the evidence provided above, the proposed Project is eligible for a Class 32 Categorical Exemption in accordance with Section 15332, *Infill Development Projects*, of the CEQA Guidelines. Because the proposed Project meets the criteria for categorically exempt infill development projects listed in CEQA Guidelines Section 15332 and it would not have a significant effect on the environment, this analysis finds that a Notice of Exemption may be prepared for the proposed Project.

5. REFERENCES

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End of document.

Agenda Item

Planning Commission

Item #: 5.2. 2/19/2026 **File #:** 26-0073

TO: **Chair and Members of the Planning Commission**

THRU: **Hayden Beckman, Planning Manager**

FROM: **Ryan Agbayani, Senior Planner**

1. SUBJECT

Public Hearing to consider a request to subdivide an existing vacant site to construct 15 detached three-story residential dwellings at 715 W. Fletcher Avenue and finding of CEQA Exemption (ENT25-0015).

2. SUMMARY

The applicant proposes to subdivide an existing vacant site and construct 15 detached three-story residential dwellings each with private two-car garages, and nine additional off-street surface parking spaces. One of the proposed residential units will be restricted to a very low-income household, which under State Density Bonus Law, allows the project to exceed the baseline density by four units.

3. RECOMMENDED ACTION

1. Conduct and close the Public Hearing.

2. Adopt Planning Commission Resolution No. PC 07-26 recommending City Council approval of ENT25-0015 (Tentative Tract Map, Major Site Plan Review, and Administrative Design Review).

3. Recommend that the City Council find the request categorically exempt from the California Environmental Quality Act (CEQA) in accordance with Section 15332 (Class 32-In-Fill Development Projects) of the State CEQA Guidelines.

4. PROJECT BACKGROUND

Applicant	Hamilton Land Development, Inc. (Matt Hamilton)
Property Owner	ADC Fletcher 15, LLC
Property Location	715 W. Fletcher Avenue
Assessor's Parcel Number	374-261-10 and -11
Existing General Plan Land Us Element	Low Medium Density Residential 15.0 du/ac (LMDR)
Existing Zoning Classification	Multiple-Family Residential (R3)
Old Towne	No
Specific Plan/PC	None
Site Size	31,200 Square Feet (0.72 acres)

Circulation	Access to the site is from an existing driveway along the southern property line fronting W. Fletcher Avenue
Existing Conditions	The site is currently vacant with two temporary shipping containers along the western property line. The site secured with a temporary construction fence with mesh screening.
Surrounding Land Uses and Zoning	**North:** Multiple-Family Residential (R3) Existing community pool, recreational facilities, and surface parking for the Fletcher Avenue Condominiums (complex)
	South: Light Industrial (M1) Fletcher Retarding Basin owned by the Orange County Flood Control District
	East: Multiple-Family Residential (R3) Existing two-story condominiums with private garages and surface parking (Fletcher Avenue Condominiums)
	West: Multiple-Family Residential (R3) Existing two-story townhomes with attached garages and surface parking (Fletcher Woods Townhomes)
Previous Applications/Entitlements	None

5. PROJECT DESCRIPTION

The applicant proposes to subdivide an existing vacant site to construct 15 detached three-story residential dwellings with private two-car garages per unit, and nine additional off-street surface parking spaces. Of the 15 total units, one will be restricted to a very low income household, which invokes State Density Bonus Law to exceed the baseline density by four units.

The proposed units will be constructed along the western, northern, and eastern property lines configured around a private “T-shaped” driveway to allow for fire access and turnaround area. Sole access to the site will be from a two-way driveway along the southern property line fronting onto W. Fletcher Avenue.

The design inspiration for the proposed units is “Spanish Colonial Revival” with architectural design elements such as sand finish stucco, concrete tile roof, decorative metal railing, shutters, gable accents, and metal grilles. The two units directly facing W. Fletcher Avenue (Units 1 and 15) will have enhanced treatment given their high visibility from the street. These include a faux window with decorative shutters and arched entryways at the first floor, and a 1-foot projection at the middle of the second floor with added decorative metal grilles.

6. PROJECT ANALYSIS

Staff believes that the project is compatible with the surrounding multi-family development and will contribute to the City’s Regional House Needs Assessment (RHNA) allocation.

R3 Zoning Small Lot Subdivision Guidelines

The baseline zoning designation of the project site is R3. The applicant is utilizing the Small Lot Subdivision Development Standards as outlined Orange Municipal Code (OMC) Section 17.14.270 to

allow an alternate “detached” housing typology, as opposed to the traditional multi-family development. The small lot subdivision ordinance allows for the development of smaller fee simple, single-family residential lots in the multi-family residential zones. As such, a tentative tract map is required for the creation of this small lot subdivision. Small lot subdivisions provide a space-efficient and economic alternative to traditional options for homeownership in the City of Orange. They reduce the amount of land required for new single-family residences which potentially creates opportunities for more affordable homeownership through lower land costs. In addition, small lot subdivisions allow a greater variety in lot sizes and flexibility in lot configuration, which promote urban infill, a diversity of housing types, and neighborhood stability.

State Density Bonus Law

The baseline density for the project under the City’s General Plan Land Use Designation of LMDR is 11 homes (0.72 net acres x 15 du/ac). Since the applicant is proposing to set aside one of the 11 homes for a very low income household (50% Area Median Income), the project qualifies for a density bonus of 30% (or four homes), in accordance with State Density Bonus Law.

Reductions and Waivers

Density Bonus Law incentivizes the development of affordable housing and other under-produced housing types by providing additional density as well as development standard reductions and/or waivers to qualifying projects. The proposed project qualifies for reductions and waivers to the OMC small lot subdivision development standards, which are specifically listed on the cover sheet of the project plans (Attachment 4). The applicant requests waivers for the following development standards:

Standard	Required	Proposed
Perimeter Front Yard Setback (Along W. Fletcher Avenue)	15 Feet	8.5 Feet
Perimeter Rear Yard Setback (Along Northern Property Line)	10 Feet	7.6 Feet
Minimum Private Usable Open Space Dimensions	10 Feet (Width)	6.9 Feet (Width)
Trash Enclosure Per City Standard	Required	Proposing Private Trash Bins Stored Within the Private Garages
Minimum Width for Two-Way Drive Aisle	25 Feet	20 Feet
Minimum Back-Up Space (90-Degree Parking Spaces)	25 Feet	24 Feet
Minimum Depth for Drive Aisle Accessing an Arterial Highway	30 Feet (Depth)	10 Feet (Depth)

7. AUTHORIZING GUIDELINES

OMC Section 17.08.020 authorizes the Planning Commission to review and make a recommendation to the City Council on a Tentative Tract Map application. The other required entitlements include a

Major Site Plan Review and Administrative Design Review. Footnote (b) on Table 17.08.020 of the OMC - Reviewing Bodies states that, "When more than one type of application is filed for a single project, the application requiring the highest level of approval shall dictate the review process for the entire group of applications." The City Council is the highest-level approving body for this application.

8. PUBLIC NOTICE

Notice was provided to property owners and tenants within 300 feet of the project and posted at the site on or before February 6, 2026. No comments have been received as of the agenda publication for the project's public hearing before the Planning Commission.

9. ENVIRONMENTAL REVIEW

The proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines Section 15332 (Class 32-In-Fill Development Projects) because the project is consistent with the applicable General Plan designation and zoning designation; the proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses; the project site has no value was a habitat for endangered, rare, or threatened species; approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and the site can be adequately served by all required utilities and public services. There is no environmental public review required for a CEQA categorically exempt project.

10. ADVISORY BOARD ACTION

Staff Review Committee:

The Staff Review Committee (SRC) reviewed the project on April 2, 2025; June 4, 2025; August 13, 2025; October 1, 2025, and November 12, 2025. On December 17, 2025, the SRC recommended approval of the project.

11. ATTACHMENTS

- Attachment 1 Planning Commission Resolution No. PC 07-26
- Attachment 2 Vicinity Map
- Attachment 3 Applicant Project Narrative Letter
- Attachment 4 Project Plans
- Attachment 5 Conceptual Landscape Plan
- Attachment 6 Tentative Tract Map 19429
- Attachment 7 Site Photos
- Attachment 8 Legal Memo for State Density Bonus Law
- Attachment 9 CEQA Class 32 Categorical Exemption Memo
- Attachment 10 Appendix A VMT Screening Analysis
- Attachment 11 Appendix B Noise and Vibration Impact Analysis

- Attachment 12 Appendix C Air Quality Impact Analysis
- Attachment 13 Appendix D Hydrology Study
- Attachment 14 Appendix E Preliminary WQMP
- Attachment 15 Appendix F Phase I ESA
- Attachment 16 Geotechnical Report

MINUTES

City of Orange

Planning Commission

February 19, 2026

The Planning Commission of the City of Orange, California convened on February 19, 2026, at 5:30 p.m. in a Regular Meeting in the Council Chamber, 300 E. Chapman Avenue, Orange, California.

1. OPENING/CALL TO ORDER

Chair Vejar called the meeting to order at 5:32 p.m.

1.1 PLEDGE OF ALLEGIANCE

Commissioner Ruby Maldonado 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 February 2, 2026.

ACTION: Approved minutes as presented.

3.2. Request for a time extension for the Copic Orthodox Church located at 491 N. Hewes Street (Conditional Use Permit No. 3215-23, Major Site Plan Review No. 1054-21, and Design Review No. 1799-15).

ACTION: Approved a two-year extension for Conditional Use Permit No. 3215-23, Major Site Plan Review No. 1054-21, and Design Review No. 1799-15.

Approval of the Consent Calendar

A motion was made by Commissioner Maldonado, seconded by Commissioner McCormack, 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. COMMISSION BUSINESS

4.1. Selection of Planning Commission Officers.

A motion was made by Commissioner Tucker, seconded by Commissioner Martinez to nominate Vice Chair Leslie to serve as Chair for a one-year term effective February 20, 2026. The motion carried by the following vote:

Ayes: Leslie, Martinez, Vazquez, Maldonado, Tucker, McCormack, and Vejar
Noes: None
Absent: None

A motion was made by Commissioner Vazquez, seconded by Commissioner Martinez to nominate Commissioner Tucker to serve as Vice Chair for a one-year term effective February 20, 2026. The motion carried by the following vote:

Ayes: Leslie, Martinez, Vazquez, Maldonado, Tucker, McCormack, and Vejar
Noes: None
Absent: None

5. PUBLIC HEARINGS

5.1. Public Hearing to consider recommendation of an Ordinance amending the Orange Municipal Code to update regulations for Residential Care Facilities and Daycare Homes ensuring consistency with State Law; and finding of CEQA exemption.

Associate Planner, Arlen Beck, presented a summary of the proposed project.

Chair Vejar opened the Public Hearing at 5:39 p.m.
There being no speakers, Chair Vejar closed the Public Hearing at 5:39 p.m.

A motion was made by Chair Vejar, seconded by Commissioner Maldonado to:
1. Adopt Planning Commission Resolution No. 06-26 recommending the City Council adopt an Ordinance amending Title 17 of the Orange Municipal Code to bring the City's regulations regarding Residential Care Facilities and Family Day Care Homes into compliance with State law, specifically the California Community Care Facilities Act (Health and Safety Code Sections 1500-1569.889) and Family Day Care Homes Act (Health and Safety Code Sections 1597.40-1597.46), and updates to related definitions and land use tables for consistency.
2. Recommend that the City Council find the ordinance categorically exempt from the California Environmental Quality Act (CEQA) per State CEQA Guidelines Sections 15061(b)(3).

The motion carried by the following vote:

Ayes: Leslie, Martinez, Vazquez, Maldonado, Tucker, McCormack, and Vejar
Noes: None
Absent: None

5.2. Public Hearing to consider a request to subdivide an existing vacant site to construct 15 detached three-story residential dwellings at 715 W. Fletcher Avenue and finding of CEQA Exemption (ENT25-0015).

Senior Planner, Ryan Agbayani, presented a summary of the proposed project.

Chair Vejar opened the public hearing at 5:50 p.m.
Applicant Bart Hornstein spoke in favor of the project.
Chair Vejar closed the public hearing at 5:52 p.m.
Commissioners had further questions for the applicant and staff.
Chair Vejar re-opened the public hearing at 5:53 p.m.
Mr. Hornstein and staff members responded to questions regarding FAR, adjacent uses, ADA sidewalks, existing similar projects, and the affordable units.
Chair Vejar closed the public hearing at 5:59 p.m.

A motion was made by Commissioner Vazquez, seconded by Chair McCormack to:
1. Adopt Planning Commission Resolution No. PC 07-26 recommending City Council approval of ENT25-0015 (Tentative Tract Map, Major Site Plan Review, and Administrative Design Review).
2. Recommend that the City Council find the request categorically exempt from the California Environmental Quality Act (CEQA) in accordance with Section 15332 (Class 32-In-Fill Development Projects) of the State CEQA Guidelines.
The motion carried by the following vote:

Ayes: Leslie, Martinez, Vazquez, Maldonado, Tucker, McCormack, and Vejar
Noes: None
Absent: None

6. ADJOURNMENT

There being no further business, the meeting was adjourned at 6:02 p.m.

The next Regular Planning Commission Meeting will be held on Monday March 2, 2026 at 5:30 p.m., in the Council Chamber.

Hayden Beckman
Planning Manager

Agenda Item

Orange City Council

Item #: 9.2. 4/28/2026 **File #:** 26-0191

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Trang Nguyen, Finance Director**

1. SUBJECT

Public Hearing to consider revision of the Master Schedule of Fees and Charges to adopt revised fees as a result of the Cost Allocation Plan and User Fee Study

2. SUMMARY

A Cost Allocation Plan and User Fee Study prepared by Matrix Consulting Group was presented to the City Council in September 2025. Based on the study results and Council direction, a limited update to the City of Orange Master Schedule of Fees to adopt revised fees within the Administration, Police, and Fire departments was adopted in January 2026. Fees related to services provided by the Community Services, Public Works, and Community Development departments are included in this revision for Council consideration.

3. RECOMMENDED ACTION

1. Conduct and close the Public Hearing.
2. Adopt Resolution No. 11665. A Resolution of the City Council of the City of Orange amending the Master Schedule of Fees and Charges for various services and the rental of rooms and equipment.

4. FISCAL IMPACT

The proposed fee updates are intended to recover the reasonable cost of providing services and are not expected to generate revenue in excess of service delivery costs. Adoption of the updated Master Schedule of Fees is expected to have a positive impact on the General Fund and applicable special revenues funds. Detailed fiscal impact varies by department and fee category.

5. STRATEGIC PLAN GOALS

Goal 2: Enhance Economic Development and Achieve Fiscal Sustainability

Objective 2.6: Reduce subsidy from general tax revenues

6. DISCUSSION AND BACKGROUND

Background

The City of Orange maintains a Master Schedule of Fees that establishes charges for services provided by various City departments. The Master Schedule of Fees is periodically reviewed and updated to reflect changes in service delivery costs, operational requirements, and applicable regulatory requirements.

California law, including Government Code Sections 66016, 66018, and 66019, requires local agencies to periodically review fees and ensure that fees do not exceed the reasonable cost of providing the associated service. In September 2024, the City Council approved a contract with Matrix Consulting Group to prepare a Cost Allocation Plan and User Fee Study. The study was completed and presented to the City Council in September 2025. The City Council reviewed the Cost Allocation Plan and User Fee Study in September 2025 and discussed policy considerations related to user fees. Following discussion, the Council directed staff to conduct additional public outreach for certain fee categories. The report was received and filed.

Proposed Fee Updates

Based on the study results and Council direction, a limited update to the City of Orange Master Schedule of Fees to adopt revised fees within the Administration, Police, and Fire departments was adopted in January 2026. Fees related to services provided by the Community Services Department, Public Works Department, and Community Development Department are included in this revision to the Master Schedule of Fees. Based on Council feedback, staff will continue to evaluate those fees, including potential alternatives and public outreach opportunities, and will return to the City Council with recommended updates at a later date. The proposed updates to the Master Schedule of Fees include:

- Adjustments to existing fees based on updated cost-of-service information:
- Addition of new fees where services are currently provided without an established fee;
- Removal of obsolete or no-longer-applicable fees; and
- Clarification of fee descriptions to improve transparency and consistency.

A detailed listing of proposed fee changes by department is included as an attachment to this report and summarized as follows.

Community Development

Community Development fees include the Building, Code Enforcement, and Planning divisions and are recommended at 100% cost recovery, as most fees are associated with user-specific services such as inspections, permits, and plan reviews. Overall, the adjustments represent an average increase of 137%, reflecting updated staffing costs and the implementation of more streamlined, inclusive fee structures that provide customers with a clearer understanding of full upfront costs.

Community & Library Services

Community & Library Services department staff developed fee recommendations using an objective, data-driven approach that balances full cost recovery analysis with recognized industry standards for subsidized community services. While the Matrix Consulting Group identified the full cost of service provision (100% cost recovery), it also noted that comparable agencies typically recover closer to 50% for community-based programs. In response, staff established category-based subsidy targets to guide consistent and equitable fee adjustment recommendations across all services. This approach replaces the City's historical practice of setting fees at arbitrarily low levels, in some cases subsidizing nearly 100% of costs, with a structured methodology grounded in best practices and research. Currently, the City's overall cost recovery for Community & Library Services is estimated at only 20-25%, meaning that up to 80% of program and service costs are subsidized by the City. The scale below is proposed to be applied broadly to all recommended Community & Library Services fee

items.

Spectrum of Service Categories

Service Category	Subsidy Range	Service Example
Open Access	80-100%	Park and Library Use
Community Events	50-70%	City-led special events*
Beginner Activities	40-60%	“Learn to” Programs
Enrichment Activities	30-60%	Recreational Youth Sports Field Usage
Drop-In Activities	20-40%	Open Gym Basketball/Pickleball
Rentals & Reservations	0-20%	Park and Library Facility Rentals
Private-Semi Private	0-10%	Adult Basketball League

*May include one time events such as ribbon cuttings, etc.

Youth Approved User Groups

At the first presentation of the proposed fee schedule update, staff received Council feedback and public comment regarding fees specifically for Youth Approved User Group (User Groups) Athletic Field rentals (for lighted and non-lighted fields). User groups maintain a required residency rate, ensuring that all participants are allowed to play and focus on skill building, teamwork, and inclusion. As such, Recreational Youth Sports groups fall under the “Enrichment Activities” category and was originally proposed to receive a 50% City subsidy. However, Council directed staff to re-evaluate the fee, including implementing a phased approach. In response, staff conducted further community outreach to groups, including meeting with the groups and collecting feedback. It was shared with the groups that the fees do not account for many significant expenses associated with field operations and park upkeep, such as maintenance staffing, most materials and supplies, irrigation water, contractor services (mowing, weeding, trash removal, skilled maintenance, etc.) for field care and repairs, and capital improvement. As such, staff is proposing a phased fee increase gradually adjusting rates over a three-year period to reach an eventual target subsidy level of 60% (at the request of the user groups).

For lighted fields, fees would increase from the current $10 per hour to $16.00 in Year 1, then to $22.00 in Year 2, and finally $27.00 in Year 3. This would be a 60% subsidy compared to full cost recovery amount of $67. For non-lighted fields, fees would rise from $2.00 to $7.00 in Year 1, then to $11.00 in Year 2, and finally $15.00 in Year 3. This would also be a 60% subsidy compared to full cost recovery amount of $38.00.

Because the current fee schedule is only focusing on the upcoming Fiscal Year’s fee update, only the first phase of increase would be adopted; however, staff would proceed with future years phasing increases as a part of the FY28 and FY29 update reports.

Public Works

Public Works fees are generally recommended at 100% full-cost recovery, based on the full cost or actual cost, with the exception of fees previously established by City Council. Fees that are not fully recovering costs include those related to the City’s neighborhood parking permit program and returned payment fees for water utility customers. Overall, these adjustments represent an average increase of 47% and are projected to recover approximately 95% of total program costs.

Non-Departmental

Fees within the non-departmental category primarily consist of animal care and control-related charges. Animal care and control is provided by the County of Orange through a contract with Orange County Animal Care (OCAC). Since OCAC is a separate government entity, these fees were not evaluated as part of the Matrix fee study. However, OCAC has conducted fee studies in the past, helping cities adopt fees schedules that offset service costs. In relying on OCAC's fee study and meeting with OCAC staff, City staff identified select animal care and control-related fees that may be increased pursuant to the Consumer Price Index without exceeding full cost recovery.

Conclusion

This proposed action advances implementation of the Cost Allocation Plan and User Fee Study by adopting revised fees that more accurately reflect the cost of providing services, consistent with State law and City policy. This update completes the remaining fee adjustments for the Community Services, Community Development, and Public Works Departments, consistent with the user fee study conducted in September 2025. Moving forward, comprehensive fee updates will be incorporated as part of the annual budget process.

7. ATTACHMENTS

- Resolution No. 11665 with attached Comprehensive Master Schedule of Fees

Agenda Item

Orange City Council

Item #: 9.2. 4/28/2026 **File #:** 26-0191

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Trang Nguyen, Finance Director**

1. SUBJECT

Public Hearing to consider revision of the Master Schedule of Fees and Charges to adopt revised fees as a result of the Cost Allocation Plan and User Fee Study

2. SUMMARY

A Cost Allocation Plan and User Fee Study prepared by Matrix Consulting Group was presented to the City Council in September 2025. Based on the study results and Council direction, a limited update to the City of Orange Master Schedule of Fees to adopt revised fees within the Administration, Police, and Fire departments was adopted in January 2026. Fees related to services provided by the Community Services, Public Works, and Community Development departments are included in this revision for Council consideration.

3. RECOMMENDED ACTION

1. Conduct and close the Public Hearing.
2. Adopt Resolution No. 11665. A Resolution of the City Council of the City of Orange amending the Master Schedule of Fees and Charges for various services and the rental of rooms and equipment.

4. FISCAL IMPACT

The proposed fee updates are intended to recover the reasonable cost of providing services and are not expected to generate revenue in excess of service delivery costs. Adoption of the updated Master Schedule of Fees is expected to have a positive impact on the General Fund and applicable special revenues funds. Detailed fiscal impact varies by department and fee category.

5. STRATEGIC PLAN GOALS

Goal 2: Enhance Economic Development and Achieve Fiscal Sustainability

Objective 2.6: Reduce subsidy from general tax revenues

6. DISCUSSION AND BACKGROUND

Background

The City of Orange maintains a Master Schedule of Fees that establishes charges for services provided by various City departments. The Master Schedule of Fees is periodically reviewed and updated to reflect changes in service delivery costs, operational requirements, and applicable regulatory requirements.

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7. ATTACHMENTS

- Resolution No. 11665 with attached Comprehensive Master Schedule of Fees

RESOLUTION NO. 11665

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE AMENDING THE MASTER SCHEDULE OF FEES AND CHARGES FOR VARIOUS SERVICES AND THE RENTAL OF ROOMS AND EQUIPMENT.

WHEREAS, pursuant to Chapter 3.10 of the Orange Municipal Code, the City Council has established and maintained a Master Schedule of Fees and Charges, consisting of fees and charges for services provided by the City to persons using such services; and

WHEREAS, in accordance with Chapter 3.10 of the Orange Municipal Code, the Master Schedule of Fees and Charges has been periodically amended and revised from time to time by the City Council; and

WHEREAS, the Master Schedule of Fees and Charges includes fees for various services provided by the City, as well as fees for the rental of City facilities and equipment; and

WHEREAS, pursuant to Government Code Section 50076 the amount the City may charge for specified services cannot exceed the estimated reasonable cost of providing the service; and

WHEREAS, the City contracted with Matrix Consulting Group to complete a user fee study, to estimate the cost of providing services for which fees are charged and to provide recommendations on the updating of the Master Schedule of Fees and Charges; and

WHEREAS, fees charged for the rental of City facilities and equipment are not subject to Government Code Section 50076.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Orange as follows:

1. The Master Schedule of Fees and Charges is hereby amended and **Attachment "A"** to this Resolution is hereby adopted, modifying the Master Schedule of Fees and Charges to provide for the inclusion of the amounts of fees for those listed in **Attachment "A"**.

2. The City Council finds that the fees set forth in **Attachment "A"** do not exceed the reasonable cost of services provided by the City in connection with the services provided and that the fees for the rental of City facilities are set at a rate to reasonably insure that the cost of the facilities and equipment rental is borne by those seeking to utilize such facilities and equipment.

3. The fees listed in Attachment "A" shall be effective June 1, 2026.

4. If the fees set forth in this Resolution or the application thereof to any person or circumstance is held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect any other fee, charge, or rate, or application thereof, which can be implemented without the invalid fee, charge, or rate, or application thereof, and to this end the fees, charges and rates of this Resolution are declared to be severable.

ADOPTED this _____ day of _____, 2026.

_____
Daniel R. Slater, Mayor, City of Orange

ATTEST:

_____
Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

_____
Nathalie Adourian
City Attorney, City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Orange at a regular meeting thereof held on the _____ day of _____ 2026, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

_____
Pamela Coleman, City Clerk, City of Orange

ATTACHMENT "A"

MASTER SCHEDULE OF FEES AND CHARGES EFFECTIVE JUNE 1, 2026.

[Behind this sheet.]

Master Fee Schedule

Fee Name	Unit	Current Fee	Total Cost	Recommended Fee	% Recovery	% Increase
City Manager						
FILMING FEES						
Filming Fees:						
Application Fees	Each	$ 40	TBD	$ 40	TBD	0%
Citywide (Excludes Plaza District)	Each	$ 208	TBD	$ 208	TBD	0%
Plaza District Motion	Each	$ 444	TBD	$ 444	TBD	0%
Plaza District Still	Each	$ 208	TBD	$ 208	TBD	0%
Parks	Each	$ 218	TBD	$ 218	TBD	0%
Preparation and Strike Days	Daily Use Rate	50%	TBD	50%	TBD	0%
Additional Staff Time Charged Hourly in Excess of Two Hours	Each	Actual Cost	Actual Cost	Actual Cost	100%	0%
Police Officer	Each	Actual Cost	Actual Cost	Actual Cost	100%	0%
Community Development - Building						
Inspections:						
Inspection outside of normal business hours	Per Hour (Min 3)	$ 137	$ 1,008	$ 1,008	100%	636%
Inspection/Re-inspection fees during business hours	Per Hour	$ 137	$ 224	$ 224	100%	64%
Inspection for which no fee is indicated	Per Hour	$ 137	$ 224	$ 224	100%	64%
Plan review for changes, additions, and revisions to plan	Per Hour	$ 143	$ 212	$ 212	100%	48%
Change of Occupancy, requiring new and temporary C. of O.	Per Hour	$ 152	$ 342	$ 342	100%	125%
Alternate Materials or Methods Request	Per Hour	$ 152	$ 339	$ 339	100%	123%
Appeal to CDD of Building Official Determination	Per Hour	New	$ 342	$ 342	100%	0%
Administrative Processing	Each	New	$ 90	$ 90	100%	0%
Project Fee Returned	% of Permit Fee	New	10%	10%	100%	0%
Project Fee Returned - % of permit work completed						0%
Plan Check Not Started	% of Fee Refunded	New		80%		0%
Plan Check Complete	% of Fee Refunded	New		0%		0%
Permit Issued with No Inspections Completed	% of Fee Refunded	New		80%		0%
Mechanical, Electrical, & Plumbing						
Electrical						
Service or Panel:						
Up to 1,000 amp	Each	$ 137	$ 426	$ 426	100%	211%
1,000+ amps	Each	$ 243	$ 650	$ 650	100%	167%
Outlets, Lights, and Switches - Per Item						0%
Up to 10	Base	$ 14	$ 315	$ 315	100%	2150%
Over 10	Per 10 Units	$ 14	$ 315	$ 315	100%	2150%
Square Footage Rate	Per Sq. Ft.	$ 0.05	$ 0.17	$ 0.17	100%	240%
Power Equipment:						
Up to 1 HP or to 1kva						
Up to 5	Base	$ 69	$ 315	$ 315	100%	357%
Over 5	Per 5 Units	$ 69	$ 315	$ 315	100%	357%
Over 1 HP						0%
Up to 5	Base	$ 137	$ 315	$ 315	100%	130%
Over 5	Per 10 Units	$ 137	$ 315	$ 315	100%	130%
Sign & Circuit (Electrical Portion Only) (New Installations Only)	Per 5 Signs	$ 137	$ 203	$ 203	100%	48%
Temporary Power - (Main Pole of Equipment)	Each	$ 69	$ 315	$ 315	100%	357%
Temporary Power - Distance Poles	Per Pole	$ 69	$ 203	$ 203	100%	194%
Busways (Each)	Each	$ 137	$ 203	$ 203	100%	48%
Private Street Light:						0%
Up to 5	Base	$ 137	$ 315	$ 315	100%	130%
Over 5	Per 5 Units or Portion The	$ 137	$ 315	$ 315	100%	130%
Battery Backup / Energy Storage System	Per 5 Systems	New	$ 421	$ 421	100%	0%
EV Charger						0%
Residential	Each	$ 69	$ 315	$ 315	100%	357%
Commercial	Per Charging Unit	$ 69	$ 315	$ 315	100%	357%
Plumbing						
Water Closet, Urinal, Bathtub (including shower head), Shower Stall, Kitchen Sink, Dishwasher, Garbage Disposal, Clothes Washer, Water Heater, Water Softener, Clothes Dryer, Gas Piping, Drinking Fountain:						0%
Up to 5	Base	$ 69	$ 315	$ 315	100%	357%
Over 5	Per 5 Units	$ 69	$ 315	$ 315	100%	357%
Miscellaneous or Single Fixtures (stand alone)	Each	New	$ 202	$ 202	100%	0%
Industrial Waste Receptors/Grease Trap Interceptors	Each	$ 69	$ 315	$ 315	100%	357%
Sewer (new, add, alter, repair)	Each	$ 69	$ 315	$ 315	100%	357%
Drainage Piping (alter, repair):						
Up to 5	Base	$ 69	$ 168	$ 168	100%	143%
Over 5	Per 5 Units	$ 69	$ 112	$ 112	100%	62%
Drinking Fountain:						
Up to 10 Connections	Base	$ 69	$ 315	$ 315	100%	357%
Over 10 connections	Per 10 Units	$ 69	$ 315	$ 315	100%	357%
Roof Drainage System	Each	$ 69	$ 315	$ 315	100%	357%
Cesspool	Each	$ 69	$ 315	$ 315	100%	357%
Septic Tank	Each	$ 140	$ 315	$ 315	100%	125%
Backflow Devices - per device	Each	$ 69	$ 315	$ 315	100%	357%
Solar Systems (plumbing portion)	Each	$ 140	$ 315	$ 315	100%	125%
Mechanical						
Heater (Include Ducting and Electrical)						
Less than 100,000 BTU	Each	$ 137	$ 427	$ 427	100%	212%
Greater than 100,000 BTU	Each	$ 206	$ 651	$ 651	100%	216%
Air Conditioner (Includes Ducting and Electrical)						
0-100,000 BTU	Each	$ 137	$ 427	$ 427	100%	212%
100,000-1,000,000 BTU	Each	$ 206	$ 651	$ 651	100%	216%
1,000,000+ BTU	Each	$ 274	$ 763	$ 763	100%	178%
Air Handler						

Master Fee Schedule

Fee Name	Unit	Current Fee	Total Cost	Recommended Fee	% Recovery	% Increase
10,000 CFM or less	Each	$ 137	$ 427	$ 427	100%	212%
Over 10,000 CFM	Each	$ 206	$ 651	$ 651	100%	216%
Evaporative Cooler	Each	$ 103	$ 315	$ 315	100%	206%
Fan Coil	Each	$ 69	$ 315	$ 315	100%	357%
Ventilation Fan:						
Up to 5	Base	$ 69	$ 315	$ 315	100%	357%
Over 5	Per 5 Units	$ 69	$ 315	$ 315	100%	357%
Grease Hoods:						0%
Residential	Each	$ 274	$ 315	$ 315	100%	15%
Commercial	Each	$ 274	$ 539	$ 539	100%	97%
Mechanical Firebox (Metal Fireplace; Includes Ducting and Gas Line)	Each	$ 137	$ 315	$ 315	100%	130%
Mini Split System (includees electrical and all zones)	Each	$ 197	$ 427	$ 427	100%	117%
Registers (inlet or outlet):						
Up to 10	Base	$ 14	$ 315	$ 315	100%	2150%
Over 10	Per 10 Units	$ 14	$ 427	$ 427	100%	2950%
Pool / Spa Equipment (Includes Heater)	Each	$ 274	$ 538	$ 538	100%	96%
Miscellaneous Flat Fees (Includes 1 Plan Review and Inspection)						
Antenna—Telecom Facility						0%
Cellular/Mobile Phone, free-standing or attached to building	Per 5 units	$ 345	$ 527	$ 527	100%	53%
Chimney Repair	Each	$ 219	$ 527	$ 527	100%	141%
Demolition (Includes Plumbing and Electrical)						0%
Residential and Commercial	Each	$ 546	$ 421	$ 421	100%	-23%
Disabled Access and Energy Compliance Review	% of Permit Fee	Modified	15%		10%	67% 0%
Door, Window, or Sliding Glass Door						0%
New - non structural	Per 5 units	$ 238	$ 309	$ 309	100%	30%
New - structural shear wall/masonry	Per 5 units	$ 238	$ 751	$ 751	100%	216%
Replacement	Per 5 units	$ 168	$ 533	$ 533	100%	217%
Fences and Walls (Non-Retaining)						0%
Over 7 ft. in height (up to 500 lf)	Each	$ 238	$ 863	$ 863	100%	263%
Each add'l 500 lf	Each	$ 115	$ 224	$ 224	100%	95%
Fireplace						
Masonry	Each	$ 405	$ 757	$ 757	100%	87%
Pre-Fabricated/Metal	Each	$ 301	$ 533	$ 533	100%	77%
Flag pole (over 20 feet in height)	Each	$ 301	$ 421	$ 421	100%	40%
Foundation Repair	Each	$ 417	$ 533	$ 533	100%	28%
Deck / Balcony / Arbor / Trellis / Patio Cover	Per 2 Unit	$ 415	$ 645	$ 645	100%	55%
Photovoltaic System						
Residential (includes electrical except for main service)	Each	$ 383	$ 650	$ 650	100%	70%
Commercial (includes electrical except for main service)	Each	$ 664	$ 1,087	$ 1,087	100%	64%
Pile Foundation						
Cast in Place Concrete (first 10 piles)	Each	$ 706	$ 752	$ 752	100%	6%
Additional Piles (increments of 10)	Each	$ 706	$ 224	$ 224	100%	-68%
Driven (steel, pre-stressed concrete)	Each	$ 706	$ 528	$ 528	100%	-25%
Additional Piles (increments of 10)	Each	$ 706	$ 224	$ 224	100%	-68%
Product Review	Each	$ 143	$ 213	$ 213	100%	49%
Re-roof (Residential, Multi-Family, or Commercial)			$ 269	$ 269	100%	0%
Up to 5,000 sq ft	Each	Modified	$ 538	$ 538	100%	0%
Over 5,000 sq ft	Each	Modified	$ 763	$ 763	100%	0%
Phased Inspections (per phase)	Hourly	New	$ 224	$ 224	100%	0%
Retaining Wall (concrete or masonry)						
Up to 500 lf	Each	New	$ 976	$ 976	100%	0%
Each add'l 500 lf	Each addl. 500 l.f. or portic	New	$ 224	$ 224	100%	0%
Sauna—steam	Each	$ 211	$ 315	$ 315	100%	49%
Siding	Each	$ 207	$ 427	$ 427	100%	106%
Signs (Including Electrical)	Per 5 Units	Modified	$ 427	$ 427	100%	0%
Skylight	Per 5 Units	Modified	$ 427	$ 427	100%	0%
Stairs	Per 2 Flights	$ 211	$ 539	$ 539	100%	155%
Swimming Pool/Spa						
All Others (Pool remodel/addition, other materials)	Each	New	$ 427	$ 427	100%	0%
Gunite	Each	$ 695	$ 1,099	$ 1,099	100%	58%
Pre-Fabricated Spa or Hot Tub (Includes Electrical)	Each	$ 283	$ 202	$ 202	100%	-29%
Community Development - Code Enforcement						
Code Compliance Fees						
Special Event Application/Permit (with structure)	Each	$ 110	$ 436	$ 436	100%	296%
Special Event Application/Permit (without structure)	Each	New	$ 269	$ 269	100%	0%
Case Inspections:						
1st Inspection	Each	$ 452	$ 233	$ 233	100%	-48%
2nd and Subsequent Re-inspection(s)	Each	$ 452	$ 233	$ 233	100%	-48%
Sidewalk Vending Permits:						
Per Applicant	Each	$ 645	$ 674	$ 674	100%	4%
Per Employee	Each	$ 169	$ 406	$ 406	100%	140%
Change Fee	Each	$ 169	$ 240	$ 240	100%	42%
Sidewalk Impoundment Fee (Other than Small Pushcarts)	Each	$ 710	$ 782	$ 782	100%	10%
Sidewalk Impoundment Fee - Small Pushcart	Each	New	$ 497	$ 497	100%	0%
Mobile Vehicle Vending Permits:						
Per Applicant	Each	$ 645	$ 674	$ 674	100%	4%
Per Employee	Each	$ 169	$ 674	$ 674	100%	299%
Change Fee	Each	$ 169	$ 337	$ 337	100%	99%
Rental Property Inspection Response	Each	New	$ 374	$ 374	100%	0%
Exterior Elevated Elements Assessment	Each	New	$ 374	$ 374	100%	0%
Shopping Cart Containment & Prevention Plan Application	Each	New	$ 625	$ 625	100%	0%
Work without a Permit	Each	2x Permit Fee	2x Permit Fee	2x Permit Fee		0%
Code Enforcement Hourly Fee	Per Hour	New	$ 127	$ 127	100%	0%

Master Fee Schedule

Fee Name	Unit	Current Fee	Total Cost	Recommended Fee	% Recovery	% Increase
Abatement	Each	Actual Cost	Actual Cost	Actual Cost		0%
Code Enforcement Administrative Appeal Fee	Each	New	$ 459	$ 459	100%	0%
Code Enforcement Administrative Citation Appeal Fee - Hearing Officer	Each	$ 50	$ 85	$ 85	100%	70%
Independent Hearing Officer - Contract	Each	Actual Cost	Actual Cost	Actual Cost		0%
Fines for violations of General Code Violations:						
1st Offense	Each	$ 100	$ 100	$ 100	100%	0%
2nd Offense	Each	$ 200	$ 200	$ 200	100%	0%
3rd and Subsequent Offenses	Each	$ 500	$ 500	$ 500	100%	0%
Fines for violations of Building and Safety Code Violations:						
1st Offense	Each	$ 130	$ 130	$ 130	100%	0%
2nd Offense	Each	$ 700	$ 700	$ 700	100%	0%
3rd and Subsequent Offenses	Each	$ 1,300	$ 1,300	$ 1,300	100%	0%
Commercial Property Violations - Visible Refuse or Prohibit Unauthorized Use	Each	$ 2,500	$ 2,500	$ 2,500	100%	0%
Administrative Citations Processing Fee	Each	$ 25	$ 25	$ 25	100%	0%
Fines for violations of Sidewalk Vending Permit - Permit issued:						
1st Offense	Each	$ 100	$ 100	$ 100	100%	0%
2nd Offense	Each	$ 200	$ 200	$ 200	100%	0%
3rd and Subsequent Offenses	Each	$ 500	$ 500	$ 500	100%	0%
Fines for violations of Sidewalk Vending Permit - Without Permit:						
1st Offense	Each	$ 250	$ 250	$ 250	100%	0%
2nd Offense	Each	$ 500	$ 500	$ 500	100%	0%
3rd and Subsequent Offenses	Each	$ 1,000	$ 1,000	$ 1,000	100%	0%
Tobacco Retailer Permits:						
Per applicant	Each	$ 880	$ 880	$ 880	100%	0%
Change Fee	Each	$ 337	$ 337	$ 337	100%	0%
Fine for violations of Unpermitted Tobacco Retailing:						
1st Offense	Each	$ 750	$ 750	$ 750	100%	0%
Fines for violations of Tobacco Retailing Violation:						
1st Offense	Each	$ 500	$ 500	$ 500	100%	0%
2nd Offense	Each	$ 1,000	$ 1,000	$ 1,000	100%	0%
3rd Offense	Each	$ 1,500	$ 1,500	$ 1,500	100%	0%
4th Offense	Each	$ 2,000	$ 2,000	$ 2,000	100%	0%
5th Offense	Each	$ 4,000	$ 4,000	$ 4,000	100%	0%
Subsequent Offenses	Each	$ 5,000	$ 5,000	$ 5,000	100%	0%
Fines for violation of Illegal Firework Social Host - O.M.C. 8.13.200.G.:						
1st Offense	Each	New	$ 2,000	$ 2,000	100%	0%
2nd Offense	Each	New	$ 4,000	$ 4,000	100%	0%
3rd and Subsequent Offenses	Each	New	$ 6,000	$ 6,000	100%	0%
Fines for violation of Illegal Firework Social Host - O.M.C. 8.13.200.H.:						
1st Offense	Each	New	$ 3,000	$ 3,000	100%	0%
2nd Offense	Each	New	$ 5,000	$ 5,000	100%	0%
3rd and Subsequent Offenses	Each	New	$ 7,000	$ 7,000	100%	0%
Fines for violation of Illegal Firework Social Host - O.M.C. 8.13.200.I.:						
1st Offense	Each	New	$ 3,000	$ 3,000	100%	0%
2nd Offense	Each	New	$ 5,000	$ 5,000	100%	0%
3rd and Subsequent Offenses	Each	New	$ 7,000	$ 7,000	100%	0%
Community Development - Planning						
Special Promotion (Banner) Permit	Each	$110	$ 257	$ 257	100%	134%
Sober Living Permit Fee	Each	$ 2,134	$ 2,621	$ 2,621	100%	23%
Reasonable Accommodation	Each	New	$ 1,369	$ 1,369	100%	0%
Alcohol Production Facility	Each	$ 1,049	$ 2,121	$ 2,121	100%	102%
Accessory Dwelling Unit (ADU) Application						
With Historic Assessment	Each	$ 1,037	$ 3,121	$ 3,121	100%	201%
Without Historic Assessment	Each	$ 1,037	$ 2,060	$ 2,060	100%	99%
SB9 Application	Each	$ 1,747	$ 6,462	$ 6,462	100%	270%
Mills Act Program:						
Original Application Fee	Each	$ 1,050	$ 2,861	$ 2,861	100%	172%
Inspection / Annual Report	Each	$ 100	$ 782	$ 782	100%	682%
Zone Clearance, Over the Counter Review	Each	$ 42	$ 96	$ 96	100%	129%
Temporary Use Permit (Re-application, Recurring no change)	Each	$ 387	$ 396	$ 396	100%	2%
Temporary Use Permit (New Application)	Each	$ 1,000	$ 2,748	$ 2,748	100%	175%
Zoning Verification Letter	Each	$ 332	$ 595	$ 595	100%	79%
Staff research, information requests - per hour	Per Hour	$ 122	$ 219	$ 219	100%	80%
General Plan Update	% of valuation	0.1%	0.3%	0.3%	100%	453%
Minor Design Review, Historic Property	Each	New	$ 413	$ 413	100%	0%
Misc. Planning Hourly Review	Per Hour	New	$ 219	$ 219	100%	0%
Administrative Alcohol Permit	Each	New	$ 659	$ 659	100%	0%
Community Development Director Determination	Per Hour	New	$ 213	$ 213	100%	0%
Business License Use Review	Each	New	$ 109	$ 109	100%	0%
Landscape & Irrigation Permit & Plan Check						
Projects 20,000 SF or less	Each	$ 154	$ 381	$ 381	100%	147%
Projects 20,000-70,000 SF	Each	$ 463	$ 763	$ 763	100%	65%
Projects 70,000 SF and above	Each	$ 771	$ 1,144	$ 1,144	100%	48%
Deposit-Based Fees						
Administrative Design Review	Deposit	$ 500	$ 500	$ 500	100%	0%
Design Review, Historic Districts						
Commercial	Deposit	$ 4,000	$ 4,000	$ 4,000	100%	0%
Residential	Deposit	$ 1,500	$ 1,500	$ 1,500	100%	0%

Master Fee Schedule

Fee Name	Unit	Current Fee	Total Cost	Recommended Fee	% Recovery	% Increase
Signs and Sign Programs	Deposit	$ 500	$ 500	$ 500	100%	0%
Design Review, Outside Historic Districts	Deposit	$ 1,000	$ 1,000	$ 1,000	100%	0%
CUP / Variance - Zoning	Deposit	$ 3,000	$ 3,000	$ 3,000	100%	0%
CUP / Variance - Planning Commission	Deposit	$ 3,000	$ 3,000	$ 3,000	100%	0%
Major Site Plan Review	Deposit	$ 15,000	$ 15,000	$ 15,000	100%	0%
Tentative Tract / Parcel Map	Deposit	$ 2,000	$ 2,000	$ 2,000	100%	0%
Zone Change Applications	Deposit	$ 10,000	$ 10,000	$ 10,000	100%	0%
Negative Declaration	Deposit	$ 6,000	$ 6,000	$ 6,000	100%	0%
Mitigation Monitoring	Deposit	$ 3,000	$ 3,000	$ 3,000	100%	0%
General Plan Amendment	Deposit	$ 10,000	$ 10,000	$ 10,000	100%	0%
Environmental Impact Report	Deposit	$ 10,000	$ 10,000	$ 10,000	100%	0%
Appeals to City Council, Planning Commission or Appeals Board (Pursuant to Title 15)	Deposit	$ 1,000	$ 1,000	$ 1,000	100%	0%
Planning Commission Modification to CUP, Major Site Plan or Variance	Deposit	$ 3,000	$ 3,000	$ 3,000	100%	0%
Minor Site Plan Review - Staff	Deposit	$ 1,000	$ 1,000	$ 1,000	100%	0%
Pre-Application Review	Deposit	$ 500	$ 500	$ 500	100%	0%
Pre-Application Review - Statutory Projects	Deposit	$ 500	$ 3,000	$ 3,000	100%	500%
Administrative Adjustments	Deposit	$ 1,000	$ 1,000	$ 1,000	100%	0%
Time Extension	Deposit	$ 1,000	$ 1,000	$ 1,000	100%	0%
Development Agreement	Deposit	New	$ 10,000	$ 10,000	100%	0%
Transfer of Development Rights	Deposit	New	$ 20,000	$ 20,000	100%	0%
SURCHARGES						
Technology Fee	% of Permit Fee	Modified	10%	10%	100%	0%
Community Services						
COMMUNITY SERVICES FEES						
City Special Events - 3rd of July						
3rd of July Celebration, general public pre-sale	Each	$ 7	$ 38	$ 12	32%	71%
3rd of July Celebration, children under 2	Each	$ -	$ 38	$ -	0%	0%
Basketball League						
Basketball League	Per Season	$ 246	$ 410	$ 410	100%	67%
Basketball League - Deposit	deposit	$ 150	$ 150	$ 150	100%	0%
Open Gym	Per Session	$ 2	$ 9	$ 5	56%	150%
Moon Bounce Permit	Each	$ 30	$ 55	$ 55	100%	83%
Special Event Permit	Each	$ 60	$ 300	$ 240	80%	300%
Refund Processing Fee	Each	$ 10	$ 25	$ 25	100%	150%
FACILITY RENTALS						
Pool Rentals						
Groups 1-100 People						
Deposit	Deposit	$ 150	$ 150	$ 150	100%	0%
Non-Orange Based Business	Per Hour	$ 435	$ 955	$ 1,051	110%	142%
Orange Based Business	Per Hour	$ 375	$ 955	$ 955	100%	155%
Non-Resident, Non-Resident Non-Profit	Per Hour	$ 185	$ 955	$ 955	100%	416%
Resident, Resident Non-Profit	Per Hour	$ 165	$ 955	$ 764	80%	363%
Groups 101-200 People						
Deposit	Deposit	$ 225	$ 225	$ 225	100%	0%
Non-Orange Based Business	Per Hour	$ 765	$ 1,549	$ 1,704	110%	123%
Orange Based Business	Per Hour	$ 705	$ 1,549	$ 1,549	100%	120%
Non-Resident, Non-Resident Non-Profit	Per Hour	$ 255	$ 1,549	$ 1,549	100%	507%
Resident, Resident Non-Profit	Per Hour	$ 235	$ 1,549	$ 1,239	80%	427%
Green / Open Space Fee:						
Groups 1-50 People						
Deposit	Deposit	$ 50	$ 50	$ 50	100%	0%
Non-Orange Based Business	Per Use	$ 120	$ 114	$ 143	125%	19%
Orange Based Business	Per Use	$ 90	$ 114	$ 114	100%	27%
Non-Resident, Non-Resident Non-Profit	Per Use	$ 40	$ 114	$ 114	100%	185%
Resident, Resident Non-Profit	Per Use	$ 30	$ 114	$ 91	80%	203%
Groups 51-200 People						
Deposit	Deposit	$ 150	$ 150	$ 150	100%	0%
Non-Orange Based Business	Per Use	Modified	$ 130	$ 163	125%	0%
Orange Based Business	Per Use	Modified	$ 130	$ 130	100%	0%
Non-Resident, Non-Resident Non-Profit	Per Use	Modified	$ 130	$ 130	100%	0%
Resident, Resident Non-Profit	Per Use	Modified	$ 130	$ 104	80%	0%
Groups 201-400 People						
Deposit	Deposit	$ 350	$ 350	$ 350	100%	0%
Non-Orange Based Business	Per Use	Modified	$ 253	$ 316	125%	0%
Orange Based Business	Per Use	Modified	$ 253	$ 253	100%	0%
Non-Resident, Non-Resident Non-Profit	Per Use	Modified	$ 253	$ 253	100%	0%
Resident, Resident Non-Profit	Per Use	Modified	$ 253	$ 202	80%	0%
Groups 401 or More People						
Deposit	Deposit	$ 500	$ 500	$ 500	100%	0%
Non-Orange Based Business	Per Use	Modified	$ 364	$ 455	125%	0%
Orange Based Business	Per Use	Modified	$ 364	$ 364	100%	0%
Non-Resident, Non-Resident Non-Profit	Per Use	Modified	$ 364	$ 364	100%	0%
Resident, Resident Non-Profit	Per Use	Modified	$ 364	$ 291	80%	0%
Band Shells						
Deposit	Deposit	$ 50	$ 50	$ 50	100%	0%
Non Orange-Based Business	Per Use	$ 110	$ 183	$ 229	125%	108%
Orange-Based Business	Per Use	$ 70	$ 183	$ 183	100%	161%
Non-Resident, Non-Resident Non-Profit	Per Use	Modified	$ 183	$ 183	100%	0%
Resident, Resident Non-Profit	Per Use	Modified	$ 183	$ 146	80%	0%
Community Garden						

Master Fee Schedule

Fee Name	Unit	Current Fee	Total Cost	Recommended Fee	% Recovery	% Increase
Deposit	Deposit	$ 100	$ 100	$ 100	100%	0%
Resident, Resident Non-Profit	Per Year	$ 75	$ 155	$ 155	100%	107%
Facilities Tier I - Hart, Killefer, and Grijalva Building A						
Deposit	Deposit	$ 75	$ 75	$ 75	100%	0%
Non-Orange Based Business	Per Hour	$ 150	$ 55	$ 69	125%	-54%
Orange Based Business	Per Hour	$ 90	$ 55	$ 55	100%	-39%
Non-Resident, Non-Resident Non-Profit	Per Hour	$ 50	$ 55	$ 55	100%	10%
Resident, Resident Non-Profit	Per Hour	$ 30	$ 55	$ 44	80%	47%
Facilities Tier II - Olive, El Camino, Ambriz, and Handy						
Deposit	Deposit	$ 75	$ 75	$ 75	100%	0%
Facility Kitchen Cleaning	Each	Actual Cost	Actual Cost	Actual Cost		0%
Non-Orange Based Business	Per Hour	$ 180	$ 77	$ 96	125%	-47%
Orange Based Business	Per Hour	$ 120	$ 77	$ 77	100%	-36%
Non-Resident, Non-Resident Non-Profit	Per Hour	$ 60	$ 77	$ 77	100%	28%
Resident, Resident Non-Profit	Per Hour	$ 40	$ 77	$ 62	81%	55%
Facilities Tier III - Shaffer						
Deposit	Deposit	$ 75	$ 75	$ 75	100%	0%
Facility Kitchen Cleaning	Each	Actual Cost	Actual Cost	Actual Cost		0%
Non-Orange Based Business	Per Hour	$ 180	$ 89	$ 111	125%	-38%
Orange Based Business	Per Hour	$ 120	$ 89	$ 89	100%	-26%
Non-Resident, Non-Resident Non-Profit	Per Hour	$ 60	$ 89	$ 89	100%	48%
Resident, Resident Non-Profit	Per Hour	$ 40	$ 89	$ 71	80%	78%
Picnic Areas:						
Groups 1-50 People						
Deposit	Deposit	$ 50	$ 50	$ 50	100%	0%
Non-Orange Based Business						
Up to 5 hours	Each	$ 240	$ 119	$ 149	125%	-38%
Orange Based Business						
Up to 5 hours	Each	$ 180	$ 119	$ 119	100%	-34%
Non-Resident, Non-Resident Non-Profit						
Up to 5 hours	Each	$ 80	$ 119	$ 119	100%	49%
Resident, Resident Non-Profit						
Up to 5 hours	Each	$ 60	$ 119	$ 95	80%	58%
Groups 51-200 People						
Deposit	Deposit	$ 150	$ 150	$ 150	100%	0%
Non-Orange Based Business						
Up to 5 hours	Each	Modified	$ 128	$ 160	125%	0%
Orange Based Business						
Up to 5 hours	Each	Modified	$ 128	$ 128	100%	0%
Non-Resident, Non-Resident Non-Profit						
Up to 5 hours	Each	Modified	$ 128	$ 128	100%	0%
Resident, Resident Non-Profit						
Up to 5 hours	Each	Modified	$ 128	$ 102	80%	0%
Groups 201-400 People						
Deposit	Deposit	$ 350	$ 350	$ 350	100%	0%
Non-Orange Based Business						
Up to 5 hours	Each	Modified	$ 144	$ 180	125%	0%
Orange Based Business						
Up to 5 hours	Each	Modified	$ 144	$ 144	100%	0%
Non-Resident, Non-Resident Non-Profit						
Up to 5 hours	Each	Modified	$ 144	$ 144	100%	0%
Resident, Resident Non-Profit						
Up to 5 hours	Each	Modified	$ 144	$ 115	80%	0%
Groups 401 or More People						
Deposit	Deposit	$ 500	$ 500	$ 500	100%	0%
Non-Orange Based Business						
Up to 5 hours	Each	Modified	$ 167	$ 209	125%	0%
Orange Based Business						
Up to 5 hours	Each	Modified	$ 167	$ 167	100%	0%
Non-Resident, Non-Resident Non-Profit						
Up to 5 hours	Each	Modified	$ 167	$ 167	100%	0%
Resident, Resident Non-Profit						
Up to 5 hours	Each	Modified	$ 167	$ 134	80%	0%
All Purpose Courts:						
Lighted						
Deposit	Deposit	$ 50	$ 50	$ 50	100%	0%
Non-Resident - per hour	Per Hour	$ 15	$ 29	$ 29	100%	93%
Resident - per hour	Per Hour	$ 10	$ 29	$ 23	79%	130%
Approved City of Orange Youth Sports Non-Profit Organizatio	Per Hour	$ 4	$ 29	$ 15	52%	275%
Non-Lighted						
Deposit	Deposit	$ 50	$ 50	$ 50	100%	0%
Non-Resident	Per Hour	$ 15	$ 26	$ 26	100%	73%
Resident	Per Hour	$ 10	$ 26	$ 21	81%	110%
Approved City of Orange Youth Sports Non-Profit Organizatio	Per Hour	$ 2	$ 26	$ 13	50%	550%
Athletic Fields:						
Lighted						
Deposit	Deposit	$ 50	$ 50	$ 50	100%	0%
Non-Orange Based Business	Per Hour	$ 135	$ 67	$ 84	125%	-38%
Orange Based Business	Per Hour	$ 75	$ 67	$ 67	100%	-11%
Non-Resident, Non-Resident Non-Profit	Per Hour	$ 45	$ 67	$ 67	100%	49%
Resident, Resident Non-Profit	Per Hour	$ 25	$ 67	$ 54	81%	116%
Approved City of Orange Youth Sports Non-Profit Organizatio	Deposit	$ 250	$ 250	$ 250	100%	0%
Approved City of Orange Youth Sports Non-Profit Organizatio	Per Hour	$ 10	$ 67	$ 16	24%	68%

Master Fee Schedule

Fee Name	Unit	Current Fee	Total Cost	Recommended Fee	% Recovery	% Increase
Non-Lighted						
Deposit	Deposit	$ 50	$ 50	$ 50	100%	0%
Non-Orange Based Business	Per Hour	$ 105	$ 38	$ 48	126%	-54%
Orange Based Business	Per Hour	$ 45	$ 38	$ 38	100%	-16%
Non-Resident, Non-Resident Non-Profit	Per Hour	$ 35	$ 38	$ 38	100%	9%
Resident, Resident Non-Profit	Per Hour	$ 20	$ 38	$ 30	79%	50%
Approved City of Orange Youth Sports Non-ProfitOrganizatio	Per Hour	$ 2	$ 38	$ 7	18%	250%
Premier - Lighted						
Deposit	Deposit	$ 70	$ 70	$ 70	100%	0%
Non-Orange Based Business	Per Hour	$ 145	$ 71	$ 89	125%	-39%
Orange Based Business	Per Hour	$ 85	$ 71	$ 71	100%	-16%
Non-Resident, Non-Resident Non-Profit	Per Hour	$ 55	$ 71	$ 71	100%	29%
Resident, Resident Non-Profit - per hour	Per Hour	$ 35	$ 71	$ 57	80%	63%
Premier Non-Lighted						
Deposit	Deposit	$ 70	$ 70	$ 70	100%	0%
Non-Orange Based Business - per hour	Per Hour	$ 115	$ 42	$ 53	126%	-54%
Orange Based Business - per hour	Per Hour	$ 55	$ 42	$ 42	100%	-24%
Non-Resident, Non-Resident Non-Profit	Per Hour	$ 45	$ 42	$ 42	100%	-7%
Resident, Resident Non-Profit	Per Hour	$ 30	$ 42	$ 34	81%	13%
Maintenance Fee for High Impact and/or Repetitive Use	Actual Cost	Actual Cost	Actual Cost	Actual Cost		0%
Sports Center at Grijalva Park:						
Gymnasium						
Deposit	Deposit	$ 200	$ 200	$ 200	100%	0%
Non-Orange Based Business	Per Hour	$ 175	$ 179	$ 224	125%	28%
Orange Based Business	Per Hour	$ 150	$ 179	$ 179	100%	19%
Non-Resident, Non-Resident Non-Profit	Per Hour	$ 95	$ 179	$ 179	100%	88%
Resident, Resident Non-Profit	Per Hour	$ 65	$ 179	$ 143	80%	120%
Approved City of Orange Recreation Based Youth Sports Non-Profit	Per Hour	$ 45	$ 179	$ 90	50%	100%
Classroom AB						
Deposit	Deposit	$ 75	$ 75	$ 75	100%	0%
Non-Orange Based Business	Per Hour	$ 100	$ 154	$ 193	125%	93%
Orange Based Business	Per Hour	$ 80	$ 154	$ 154	100%	93%
Non-Resident, Non-Resident Non-Profit	Per Hour	$ 60	$ 154	$ 154	100%	157%
Resident, Resident Non-Profit	Per Hour	$ 40	$ 154	$ 123	80%	208%
Dance Room						
Deposit	Deposit	$ 75	$ 75	$ 75	100%	0%
Non-Orange Based Business	Per Hour	$ 100	$ 128	$ 160	125%	60%
Orange Based Business	Per Hour	$ 80	$ 128	$ 128	100%	60%
Non-Resident, Non-Resident Non-Profit	Per Hour	$ 60	$ 128	$ 128	100%	113%
Resident, Resident Non-Profit	Per Hour	$ 40	$ 128	$ 102	80%	155%
AV Equipment						
Deposit	Deposit	$ 50	$ 50	$ 50	100%	0%
All Users	Per Use	Modified	$ 60	$ 60	100%	0%
Senior Citizen Center:						
Large Banquet Room						
Deposit	Deposit	$ 500	$ 500	$ 500	100%	0%
Facility Cleaning	Each	Actual Cost	Actual Cost	Actual Cost		0%
Non-Orange Based Business						
First 5 hours	Base	$ 600	$ 1,590	$ 1,988	125%	231%
Each add'l hr.	Each add'l hr.	$ 120	$ 139	$ 199	143%	66%
Orange Based Business						
first 5 hours	Base	$ 600	$ 1,590	$ 1,590	100%	165%
each add'l hr.	Each add'l hr.	$ 120	$ 139	$ 159	114%	33%
Non-Resident, Non-Resident Non-Profit						
first 5 hours	Base	$ 600	$ 1,590	$ 1,590	100%	165%
each add'l hr.	Each add'l hr.	$ 120	$ 139	$ 159	114%	33%
Resident, Resident Non-Profit						
first 5 hours	Base	$ 500	$ 1,590	$ 1,272	80%	154%
each add'l hr.	Each add'l hr.	$ 100	$ 139	$ 127	91%	27%
Meeting Rooms:						
Deposit	Deposit	$ 75	$ 75	$ 75	100%	0%
Non-Orange Based Business	Per Hour	$ 50	$ 162	$ 203	125%	306%
Orange Based Business	Per Hour	$ 50	$ 162	$ 162	100%	224%
Non-Resident, Non-Resident Non-Profit	Per Hour	$ 50	$ 162	$ 162	100%	224%
Resident, Resident Non-Profit	Per Hour	$ 30	$ 162	$ 130	80%	333%
Cancellations (excluding Senior Center large banquetroom):						
30 Days Prior to Event	Each	Full refund less $10.00		Full refund less $25.00		0%
29 to 14 Days Prior to Event	Each	Full refund less $50.00		Full refund less $50.00		0%
13 Days Prior to Event or Fewer	Each	Forfeit Rental Fee		Forfeit Rental Fee		0%
Cancellations (Senior Center large banquet room):						
Written, 60 Days Prior to Event	Each	Full refund less $10.00		Full refund less $25.00		0%
Written, 59 to 45 Days Prior to Event	Each	Full refund less $100.00		Full refund less $100.00		0%
44 Days Prior to Event or Fewer	Each	Forfeit Rental Fee		Forfeit Rental Fee		0%
Library						
Lost Library Card	Each	$ 2	$ 14	$ 2	14%	0%
Inter-Library Loan	Each	$ 2	$ 47	$ 5	11%	150%
Processing Fees Damaged & Lost Materials	Each	$ 5	$ 25	$ 5	20%	0%
Local History Reproduction						
Commercial Use Digital Image Fee	Each	$ 35	$ 59	$ 40	68%	14%
Personal Use Digital Image File	Each	$ -	$ 59	$ 5	8%	0%
Local History Research						
Obituary Request	Per Request	$ 25	$ 132	$ 25	19%	0%

Master Fee Schedule

Fee Name	Unit	Current Fee	Total Cost	Recommended Fee	% Recovery	% Increase
Extensive Research Request	Per Hour	$ 35	$ 176	$ 50	28%	43%
Printing & Photocopying						
Black & White	Per Copy	$ 0.15	$ 13.39	$ 0.20	1%	33%
Color	Per Copy	$ 0.35	$ 13.39	$ 0.50	4%	43%
Holds not picked up	Per Item	$ 0.50	$ 51.45	$ 1.00	2%	100%
Deactivation Fee	Each	New	$ 99	$ 11	11%	0%
Earbuds	Each	New	$ 15	$ 1	7%	0%
Facility Rentals						
Rotary Room						
Non-Profit in Orange	Per Hour	$ 40	$ 53	$ 40	76%	0%
Non-Profit outside of Orange	Per Hour	$ 45	$ 53	$ 45	85%	0%
For Profit in Orange	Per Hour	$ 55	$ 53	$ 55	104%	0%
For Profit outside of Orange	Per Hour	$ 65	$ 53	$ 65	123%	0%
El Modena Community Room						
Non-Profit in Orange	Per Hour	$ 40	$ 59	$ 45	76%	13%
Non-Profit outside of Orange	Per Hour	$ 45	$ 59	$ 50	85%	11%
For Profit in Orange	Per Hour	$ 55	$ 59	$ 55	93%	0%
For Profit outside of Orange	Per Hour	$ 65	$ 59	$ 65	110%	0%
Orange Public Library & History Center Community Room						
Non-Profit in Orange	Per Hour	$ 65	$ 80	$ 65	81%	0%
Non-Profit outside of Orange	Per Hour	$ 70	$ 80	$ 70	88%	0%
For Profit in Orange	Per Hour	$ 75	$ 80	$ 75	94%	0%
For Profit outside of Orange	Per Hour	$ 80	$ 80	$ 80	100%	0%
Cancellation Fee	Each	$ 45	$ 42	$ 42	100%	-7%
Overtime Fee	Each	$ 45	$ 45	$ 45	100%	0%
Room Cleaning Fee	Each	$ 45	$ 84	$ 75	89%	67%
Equipment Rental						
TV/DVD/Microphone						
All Users	Per Rental	Modified	$ 44	$ 30	68%	0%
PUBLIC WORKS - ENGINEERING DIVISION						
DEVELOPMENT SERVICES						
Lot Line Adjustment	Each	$ 2,393	$ 2,828	$ 2,828	100%	18%
Certificate of Compliance	Each	$ 2,393	$ 2,828	$ 2,828	100%	18%
Certificate of Correction / Amended Map	Each	$ 2,392	$ 2,828	$ 2,828	100%	18%
Process Grading Application	Each	$ 345	$ 688	$ 688	100%	99%
Encroachment Permits:						
Process Encroachment Application	Each	$ 327	$ 535	$ 535	100%	64%
Storage Bins Application	Each	$ 228	$ 265	$ 265	100%	16%
Traffic Control Plan Review						0%
Minor	Each	New	$ 308	$ 308	100%	0%
Major	Each	New	$ 721	$ 721	100%	0%
Driveways						
Non-arterial Residential	Each	$ 638	$ 755	$ 755	100%	18%
Arterial Commercial	Each	$ 1,147	$ 1,209	$ 1,209	100%	5%
Grease Interceptor Installed in City ROW	Each	$ 7,500	$ 7,500	$ 7,500	100%	0%
Sidewalk	Each	$ 567	$ 755	$ 755	100%	33%
Streetwork / Trench Repair:						
0-100 feet	Each	$ 928	$ 1,510	$ 1,510	100%	63%
101 to 500 feet	Each	Modified	$ 1,969	$ 1,969	100%	0%
501-1000 feet	each	$ 2,887	$ 2,874	$ 2,874	100%	0%
1,001 to 2,000 feet	Each	Modified	$ 4,642	$ 4,642	100%	0%
Minor Encroachment Permit	Each	$ 426	$ 604	$ 604	100%	42%
Utility Lateral for house connection on residential streets Sewer Lateral Replacement / Upgrade	Each	$ 1,005	$ 1,510	$ 1,510	100%	50%
Fire Service Connection	Each	$ 1,854	$ 2,110	$ 2,110	100%	14%
Outdoor Dining Permits						
New Application	Each	$ 385	$ 841	$ 841	100%	118%
Renewal	Each	$ 205	$ 383	$ 383	100%	87%
Initial Inspection & Application - Mail Carriers, Newspaper Racks, Drop Off Boxes, Recycling Bins, etc.	Each	$ 100	$ 478	$ 478	100%	378%
Renewal Inspection - All Boxes	Each	$ 50	$ 328	$ 328	100%	556%
ENGINEERING SERVICES						
Flood Zone Written Notice	Each	$ 392	$ 275	$ 275	100%	-30%
Street Addressing	Each	$ 789	$ 787	$ 787	100%	0%
Summary Abandonment	Each	$ 1,642	$ 1,603	$ 1,603	100%	-2%
Full Abandonment	Each	$ 1,642	$ 1,603	$ 1,603	100%	-2%
Quit Claims	Each	$ 1,642	$ 1,603	$ 1,603	100%	-2%
Granting Easement on City Property	Each	New	$ 1,603	$ 1,603	100%	0%
Grease Interceptor License	Each	$ 7,500	$ 2,464	$ 2,464	100%	-67%
Map Sheets	Each	$ 208	$ 280	$ 280	100%	35%
Sewer Frontage Charges - per linear foot	Per Linear Foot	$ 155	$ 155	$ 155	100%	0%
DEPOSIT-BASED FEES						
Tract Development	Deposit	$ 10,000	$ 10,000	Actual Cost		0%
Tract or Parcel Map (Map Only)	Deposit	$ 2,000	$ 2,000	Actual Cost		0%
Non-Priority Water Quality Management Plan (WQMP) / Inspection Review	Each	$ 500	$ 500	$ 500	100%	0%
Priority Water Quality Management Plan (WQMP) Review / Inspectio	Deposit	$ 1,000	$ 1,000	Actual Cost		0%
Grading Plan Review & Inspection	Deposit	$ 3,000	$ 3,000	Actual Cost		0%
Large Encroachment Projects or Streetwork / Trenchwork 2,001 ft. or greater	Deposit	$ 5,000	$ 5,000	Actual Cost		0%
Annual Blanket Encroachment Permit	Deposit	$ 30,000	$ 30,000	Actual Cost		0%
SURCHARGES						

Master Fee Schedule

Fee Name	Unit	Current Fee	Total Cost	Recommended Fee	% Recovery	% Increase
Technology Fee	% of Permit Fee	Modified	10%	10%	100%	0%
PUBLIC WORKS - FIELD SERVICES DIVISION						
Removal of Abandoned Shopping Cart	Each	$ 56	$ 60	$ 60	100%	7%
Graffiti Removal:						
0-50 sq. ft.	Up to 50 sq ft.	$ 146	$ 155	$ 155	100%	6%
Each addl sq. ft.	Add'l sq. ft.	$ 0.75	$ 0.80	$ 0.80	100%	7%
Old Towne Plaza Outdoor Dining Sidewalk Cleaning						
City Processing	Per sq. ft.	Modified	$ 0.65	$ 0.65	100%	0%
Contract Cost	Per sq. ft.	Modified	Actual Cost	Actual Cost		0%
Tree Removal						
City Processing	Each	Modified	$ 120	$ 120	100%	0%
Contract Cost	Each	Modified	Actual Cost	Actual Cost		0%
Tree Planting - 24 in Box Tree						
City Processing	Each	Modified	$ 180	$ 180	100%	0%
Contract Cost	Each	Modified	Actual Cost	Actual Cost		0%
Tree Planting - 36 in Box Tree						
City Processing	Each	New	$ 180	$ 180	100%	0%
Contract Cost	Each	New	Actual Cost	Actual Cost		0%
Bulky Item Pickup	Each	Actual Cost	Actual Cost	Actual Cost		0%
Self-Hauling Permit						
City Processing	Each	New	$ 689	$ 689	100%	0%
Contract Cost	Each	New	Actual Cost	Actual Cost		0%
Waste Management Plan	Each	$ 148	$ 374	$ 374	100%	153%
PUBLIC WORKS - TRAFFIC DIVISION						
Neighborhood Permit Parking Program						
Application	Each	$ 500	$ 5,008	$ 500	10%	0%
Processing Fee	Each	$ 500	$ 1,508	$ 500	33%	0%
Transportation Permit						
Per Trip	Per Trip	$ 16	$ 116	$ 16	14%	0%
Annual	Per Year	$ 90	$ 148	$ 90	61%	0%
Streetlight Banner	Each	New	$ 459	$ 459	100%	0%
Streetlight Banner Renewal/Extension	Each	New	$ 229	$ 229	100%	0%
Plaza Banners (City events exempt)	Each	$ 200	$ 410	$ 410	100%	105%
DEPOSIT-BASED FEES						
Transportation Demand Management Review and Development Fee	Deposit	$ 500	$ 500	Actual Cost		0%
Traffic Commission Appeal	Deposit	$ 500	$ 500	Actual Cost		0%
TSIP Appeal Fee	Deposit	$ 500	$ 500	Actual Cost		0%
Street Name Change	Deposit	$ 1,000	$ 1,000	Actual Cost		0%
PUBLIC WORKS - WATER DIVISION						
FLAT FEES						
Plan Check & Inspection Fee						
Water Service, no on-site water facilities	Each	$ 595	$ 600	$ 600	100%	1%
Metered Services (complete installation by city)						
3/4"	Each	$ 3,500	$ 8,050	$ 8,050	100%	130%
1"	Each	$ 4,000	$ 9,134	$ 9,134	100%	128%
1.5"	Each	$ 4,500	$ 11,474	$ 11,474	100%	155%
2"	Each	$ 5,000	$ 13,706	$ 13,706	100%	174%
Hot Taps by City (Trench Excavation by contractor)						
4" Laterals	Each	$ 2,600	$ 4,486	$ 4,486	100%	73%
6" Laterals	Each	$ 3,200	$ 5,560	$ 5,560	100%	74%
8" Laterals	Each	$ 4,200	$ 7,038	$ 7,038	100%	68%
10" Laterals	Each	$ 5,000	$ 8,325	$ 8,325	100%	67%
12" Laterals	Each	$ 5,800	$ 9,610	$ 9,610	100%	66%
Broken Curb Stop	Each	$ 225	$ 279	$ 279	100%	24%
Pull Water Meter	Each	$ 175	$ 183	$ 183	100%	5%
Utility Account Establishment	Per account	$ 50	$ 66	$ 66	100%	32%
As of Last Read Establishment Fee	Per account	$ 25	$ 27	$ 27	100%	8%
Reconnection Fee - during business hours	Each	$ 70	$ 111	$ 111	100%	59%
After Hours Reconnection Surcharge	Each	$ 100	$ 151	$ 151	100%	51%
Meter Testing	Deposit	$ 239	$ 239	$ 239	100%	0%
Research Fee	Each	$ 25	$ 100	$ 100	100%	300%
Monitoring Well Permit	Per application	$ 151	$ 304	$ 304	100%	101%
Returned Payment Processing Charge						
First Returned Payment	Each	$ 25	$ 68	$ 25	37%	0%
Second & Subsequent Returned Payments	Each	$ 25	$ 68	$ 35	51%	40%
Service Call / Door Hanger	Each	$ 35	$ 112	$ 112	100%	220%
Delinquent Surcharge	Each	$ 30	$ 165	$ 165	100%	450%
Backflow Prevention Inspection	Each	$ 342	$ 339	$ 339	100%	-1%
Fire Hydrant Flow Test	Each	New	$ 169	$ 169	100%	0%
Water Main Connection Charge						
Below Elevation 400						
Residential	Per acre	$ 1,500		$ 1,500		0%
Commercial	Per acre	$ 1,760		$ 1,760		0%
Industrial	Per acre	$ 2,020		$ 2,020		0%
Above Elevation 400						
All Uses	Per acre	$ 2,290		$ 2,290		0%
Commercial and Industrial Developments with Multi- Story Structures	Per sq. foot of total building area	$ 0		$ 0		0%
Water Collection Delinquent Penalty (After 25 Days)	Outstanding Balance	$ 0		$ 0		0%
City Sanitation Services Delinquent Penalty (After 25 Days)	Outstanding Balance	$ 0		$ 0		0%
DEPOSIT-BASED FEES						
Plan Check & Inspection Fees:						
Small Development, no on-site water pipeline	Deposit	$ 2,000		$ 2,000		0%

Master Fee Schedule

Fee Name	Unit	Current Fee	Total Cost	Recommended Fee	% Recovery	% Increase
New development with on-site pipeline	Deposit	$ 4,000		$ 4,000		0%
Construction Meter Charges						
Daily Rental Fee	Deposit	$ 3		$ 3		0%
2 1/2" Meter Installation Charge	Deposit	$ 1,500		$ 2,500		67%
4" Meter Installation Charge	Deposit	$ 3,000		$ 3,000		0%
6" Meter Installation Charge	Deposit	$ 5,000		$ 5,000		0%
NON-DEPARTMENTAL						
ANIMAL CONTROL FEES (pass through for OC Animal Care)						
Fees for Animal Licenses - Dog (12 months)						
Non-neutered	Each	$ 159		$ 159		0%
Neutered	Each	$ 42		$ 43		2%
Neutered, Senior Discouunt	Each	$ 21		$ 22		5%
Puppy, 6 months or younger	Each	$ 42		$ 43		2%
Fees for Animal Licenses - Cat (12 months)						
Non-neutered	Each	$ 9		$ 9		0%
Neutered	Each	$ 9		$ 9		0%
Reissue of lost dog or cat license tag	Each	$ 9		$ 9		0%
Transfer of dog or cat license	Each	$ 9		$ 9		0%
Asssitance dog license	Each	$ 11		$ 11		0%
Police/law enforecment	Each	$ 11		$ 11		0%
Exotic Animal Permit						
Per Aviary	Each	$ 500		$ 516		3%
Per Species	Each	$ 500		$ 516		3%
Animal Permit (per household per year)						
more than three (3) animals	Each	$ 627		$ 627		0%
more than three (3) animals - nonprofit	Each	$ 627		$ 627		0%
Late Fee	Each	$ 48		$ 48		0%
Non-Compliance Fee - Collections	Each	$ 58		$ 58		0%
Non-Compliance Fee	Each	$ 150		$ 150		0%
Rabies Vaccination Exemption Fee - New	Each	$ 65		$ 65		0%
4-1-95 Declared Dog Permit	Each	$ 692		$ 692		0%
FEES FOR ANIMAL BUSINESS LICENSES						
Application Fee	Each	$ 138		$ 138		
Penalty Fee	Each	25%		25%		
Re-inspection Fee	Each	$ 466		$ 466		
Commercial Kennels						
under 30 animals	Per facility	$ 650		$ 671		3%
over 30 animals	Per facility	$ 750		$ 775		3%
Pet Shop						0%
Aquatic	Each	$ 1,000		$ 1,033		3%
Non-aquatic	Each	$ 1,000		$ 1,033		3%
Fixed Location Groomer	Each	$ 525		$ 542		3%
Mobile Groomers						
Field Inspection	Each	$ 500		$ 516		3%
OCAC Inspection	Each	$ 400		$ 413		3%
Animal Rental Establishment (per year)	Each	$ 500		$ 500		0%
Permanent Animal Exhibitoin (per year)	Each	$ 707		$ 707		0%
Temporary Animal Exhibition						
First day	Each	$ 150		$ 150		0%
Additional day (not to exceed per year max)	Each	$ 75		$ 75		0%
Commercial Stables						
1-49 Horses	Per facility	$ 750		$ 775		3%
50-99 Horses	Per facility	$ 900		$ 930		3%
100 or more Horses	Per facility	$ 1,500		$ 1,549		3%
Circus						
Business License	Hourly Rate	$ 145		$ 145		0%
Vet Services	Hourly Rate	$ 123		$ 123		0%
Rodeo	Hourly Rate	$ 145		$ 145		0%
FEES FOR ANIMALS IMPOUNDED						
Daily Feed and Care						
Large animal	Daily Rate	$ 155		$ 155		0%
Medium animal	Daily Rate	$ 101		$ 101		0%
Dog or cat	Daily Rate	$ 68		$ 68		0%
All other animals	Daily Rate	$ 50		$ 50		0%
Veterinary Services						
Rabies vaccination		$ 10		$ 10		0%
Services performed by County staff	Per Quarter Hour	Actual Cost		Actual Cost		0%
Emergency services performed by other than County staff	Per Treatment	$ 100		$ 100		0%
Other procedure	Each	N/A		N/A		0%
Owner requested euthanasia	Each	$ 132		$ 132		0%
Health Related Grooming						
Minor	Each	$ 21		$ 21		0%
Major	Each	$ 90		$ 90		0%
Health Related Bath						
Small	Each	$ 24		$ 24		0%
Medium	Each	$ 33		$ 33		0%
Large	Each	$ 50		$ 50		0%
Disposal Options - Rendering	Each	$ 19		$ 19		0%
Impound Fees - by Citizens/Over-the-Counter						
Dog or Cat	Each	$ 68		$ 70		3%
All other animals	Each	$ 50		$ 52		4%
Impound Fees - by OCAC Officer						
All non-large (horse, cow, etc.) animals	Each	$ 175		$ 181		3%

Master Fee Schedule

Fee Name	Unit	Current Fee	Total Cost	Recommended Fee	% Recovery	% Increase
Large animal (horse, cow, etc.)	Each	$ 171		$ 171		0%
Owner Requested Disposal from Field						
Large animal (horse, cow, etc.)	Each	$ 232		$ 232		0%
Medium animal (pig, sheep, etc.)	Each	$ 138		$ 138		0%
Dog, cat, or other small animal	Each	$ 32		$ 32		0%
Placement Fees - Dog						
Days 1-5 after being made avaialble	Each	$ 53		$ 53		0%
Days 6-30 after being made available	Each	$ 20		$ 20		0%
Day 31 and over after being made available	Each	$ -		$ -		0%
Placement Fees - Cat						
Days 1 after being made avaialble	Each	$ 53		$ 53		0%
Days 2 after being made available	Each	$ -		$ -		0%
Placement Fees - Other						
Exotic Animals, including birds and reptiles	Each	$ 51		$ 51		0%
Other animals (except livestock)	Each	N/A		N/A		0%
Livestock	Each	Actual Cost		Actual Cost		0%
Senior Animal for Senior Citizen - Dog	Each	$ -		$ -		0%
Senior Animal for Senior Citizen - Cat	Each	$ -		$ -		0%
Microchip						
Implant & Registration Fee	Each	$ 14		$ 14		0%
Home Again Re-Registration Only Fee	Each	$ -		$ -		0%
Home Again New Regitration Only Fee	Each	$ -		$ -		0%
Avid Registration Fee	Each	$ 1		$ 1		0%
Canine Spay/Neuter Fee	Each	$ 75		$ 75		0%
Feline/ Rabit Spay/Neuter Feee	Each	$ 75		$ 75		0%
Relinquishment Fee (Owner Surrender)	Each	$ 34		$ 34		0%
Deceased Animal Disposal (at shelter) Fee	Each	$ 13		$ 13		0%
Quarantine Fee	Each	$ 145		$ 145		0%
Animal Delivery Fee	Each	$ 54		$ 54		0%
Vicious Declaration Fee	Each	$ 1,571		$ 1,571		0%
4-1-95 Non-Compliance Fee		$ 899		$ 899		0%
Taxable Sales						
Cat carrier fee	Each	$ 4		$ 4		0%
Animal leash fee	Each	$ 1		$ 1		0%
Pet ID tag (unlicensed)	Each	$ 2		$ 2		0%
Sedation Fee	Each	$ 15		$ 15		0%

Building Division
Construction Plan Check and Inspection Fees

100%

			Current						Total Cost Calculated						Recommended Fee					
			Construction Type IA, IB		Construction Type IIA, IIB, IIIA, IIIB, IV		Construction Type VA, VB		Construction Type IA, IB		Construction Type IIA, IIB, IIIA, IIIB, IV		Construction Type VA, VB		Construction Type IA, IB		Construction Type IIA, IIB, IIIA, IIIB, IV		Construction Type VA, VB	
IBC Class	IBC Occupancy Type	Project Size Threshold	Base Cost @ Threshold Size	Cost for Each Additional 100 sf *	Base Cost @ Threshold Size	Cost for Each Additional 100 sf *	Base Cost @ Threshold Size	Cost for Each Additional 100 sf *	Base Cost @ Threshold Size	Cost for Each Additional 100 sf *	Base Cost @ Threshold Size	Cost for Each Additional 100 sf *	Base Cost @ Threshold Size	Cost for Each Additional 100 sf *	Base Cost @ Threshold Size	Cost for Each Additional 100 sf *	Base Cost @ Threshold Size	Cost for Each Additional 100 sf *	Base Cost @ Threshold Size	Cost for Each Additional 100 sf *
A-1	Assembly—Fixed Seating	500	$4,322	$216.10	$3,602	$180.08	$2,881	$144.06	$9,271	$463.56	$7,726	$386.30	$6,181	$309.04	$9,271	$463.56	$7,726	$386.30	$6,181	$309.04
-	Theater, Concert Hall	2,500	$8,644	$140.91	$7,203	$117.43	$5,762	$93.94	$18,542	$344.69	$15,452	$287.24	$12,362	$229.79	$18,542	$344.69	$15,452	$287.24	$12,362	$229.79
-	-	5,000	$12,167	$171.45	$10,139	$142.88	$8,111	$114.30	$27,159	$484.33	$22,633	$403.61	$18,106	$322.89	$27,159	$484.33	$22,633	$403.61	$18,106	$322.89
-	-	10,000	$20,739	$39.01	$17,283	$32.51	$13,826	$26.00	$51,376	$108.36	$42,813	$90.30	$34,251	$72.24	$51,376	$108.36	$42,813	$90.30	$34,251	$72.24
-	-	25,000	$26,591	$34.84	$22,158	$29.03	$17,727	$23.23	$67,629	$51.47	$56,358	$42.89	$45,086	$34.31	$67,629	$51.47	$56,358	$42.89	$45,086	$34.31
-	-	50,000	$35,300	$70.60	$29,417	$58.83	$23,533	$47.07	$80,497	$160.99	$67,081	$134.16	$53,665	$107.33	$80,497	$160.99	$67,081	$134.16	$53,665	$107.33
A-2	Assembly—Food & Drink	500	$5,713	$285.64	$4,761	$238.03	$3,808	$190.43	$14,642	$732.12	$12,202	$610.10	$9,762	$488.08	$14,642	$732.12	$12,202	$610.10	$9,762	$488.08
-	Restaurant, Night Club, Bar	2,500	$11,426	$192.90	$9,521	$160.75	$7,618	$128.60	$29,285	$534.69	$24,404	$445.57	$19,523	$356.46	$29,285	$534.69	$24,404	$445.57	$19,523	$356.46
-	-	5,000	$16,248	$244.86	$13,540	$204.05	$10,833	$163.24	$42,652	$738.27	$35,543	$615.22	$28,435	$492.18	$42,652	$738.27	$35,543	$615.22	$28,435	$492.18
-	-	10,000	$28,492	$55.41	$23,743	$46.18	$18,994	$36.94	$79,565	$165.48	$66,304	$137.90	$53,044	$110.32	$79,565	$165.48	$66,304	$137.90	$53,044	$110.32
-	-	25,000	$36,803	$42.42	$30,669	$35.35	$24,536	$28.28	$104,387	$86.63	$86,989	$72.19	$69,591	$57.75	$104,387	$86.63	$86,989	$72.19	$69,591	$57.75
-	-	50,000	$47,408	$94.82	$39,506	$79.01	$31,605	$63.21	$126,043	$252.09	$105,036	$210.07	$84,029	$168.06	$126,043	$252.09	$105,036	$210.07	$84,029	$168.06
A-3	Assembly—Worship, Amusement	500	$6,055	$302.75	$5,046	$252.29	$4,036	$201.83	$15,133	$756.65	$12,611	$630.54	$10,089	$504.43	$15,133	$756.65	$12,611	$630.54	$10,089	$504.43
-	Arcade, Church, Community Hall	2,500	$12,110	$201.11	$10,091	$167.59	$8,074	$134.07	$30,266	$546.46	$25,222	$455.38	$20,177	$364.31	$30,266	$546.46	$25,222	$455.38	$20,177	$364.31
-	-	5,000	$17,137	$250.35	$14,281	$208.63	$11,426	$166.90	$43,927	$746.11	$36,606	$621.76	$29,285	$497.41	$43,927	$746.11	$36,606	$621.76	$29,285	$497.41
-	-	10,000	$29,656	$56.78	$24,713	$47.31	$19,770	$37.85	$81,233	$167.44	$67,694	$139.53	$54,155	$111.63	$81,233	$167.44	$67,694	$139.53	$54,155	$111.63
-	-	25,000	$38,172	$46.79	$31,809	$38.99	$25,448	$31.19	$106,349	$92.90	$88,624	$77.42	$70,899	$61.94	$106,349	$92.90	$88,624	$77.42	$70,899	$61.94
-	-	50,000	$49,868	$99.74	$41,556	$83.11	$33,245	$66.49	$129,575	$259.15	$107,979	$215.96	$86,383	$172.77	$129,575	$259.15	$107,979	$215.96	$86,383	$172.77
A-4	Assembly—Indoor Sport Viewing	500	$4,844	$242.20	$4,036	$201.83	$3,229	$161.46	$12,106	$605.32	$10,089	$504.43	$8,071	$403.54	$12,106	$605.32	$10,089	$504.43	$8,071	$403.54
-	Arena, Skating Rink, Tennis	2,500	$9,688	$160.88	$8,074	$134.07	$6,458	$107.26	$24,213	$437.17	$20,177	$364.31	$16,142	$291.44	$24,213	$437.17	$20,177	$364.31	$16,142	$291.44
-	-	5,000	$13,710	$200.28	$11,426	$166.90	$9,140	$133.52	$35,142	$596.89	$29,285	$497.41	$23,428	$397.93	$35,142	$596.89	$29,285	$497.41	$23,428	$397.93
-	-	10,000	$23,724	$45.42	$19,770	$37.85	$15,816	$30.28	$64,986	$133.95	$54,155	$111.63	$43,324	$89.30	$64,986	$133.95	$54,155	$111.63	$43,324	$89.30
-	-	25,000	$30,537	$37.43	$25,448	$31.19	$20,358	$24.95	$85,079	$74.32	$70,899	$61.94	$56,719	$49.55	$85,079	$74.32	$70,899	$61.94	$56,719	$49.55
-	-	50,000	$39,894	$79.79	$33,245	$66.49	$26,596	$53.19	$103,660	$207.32	$86,383	$172.77	$69,107	$138.21	$103,660	$207.32	$86,383	$172.77	$69,107	$138.21
A-5	Assembly—Outdoor Activities	1,000	$3,291	$82.29	$2,742	$68.57	$2,194	$54.86	$16,035	$400.86	$13,362	$334.05	$10,690	$267.24	$16,035	$400.86	$13,362	$334.05	$10,690	$267.24
-	Amusement Park, Bleacher,	5,000	$6,582	$56.19	$5,485	$46.83	$4,389	$37.46	$32,069	$306.96	$26,724	$255.80	$21,379	$204.64	$32,069	$306.96	$26,724	$255.80	$21,379	$204.64
-	-	10,000	$9,392	$72.38	$7,826	$60.31	$6,261	$48.25	$47,417	$443.27	$39,514	$369.39	$31,611	$295.51	$47,417	$443.27	$39,514	$369.39	$31,611	$295.51
-	-	20,000	$16,629	$16.35	$13,858	$13.62	$11,086	$10.90	$91,744	$98.89	$76,453	$82.40	$61,162	$65.92	$91,744	$98.89	$76,453	$82.40	$61,162	$65.92
-	-	50,000	$21,533	$11.87	$17,944	$9.89	$14,355	$7.91	$121,409	$39.62	$101,174	$33.02	$80,939	$26.42	$121,409	$39.62	$101,174	$33.02	$80,939	$26.42
-	-	100,000	$27,465	$27.47	$22,888	$22.89	$18,310	$18.31	$141,221	$141.22	$117,684	$117.68	$94,147	$94.15	$141,221	$141.22	$117,684	$117.68	$94,147	$94.15
B	Business—Professional Office	1,000	$7,457	$186.41	$6,214	$155.34	$4,971	$124.27	$11,779	$294.47	$9,816	$245.39	$7,853	$196.31	$11,779	$294.47	$9,816	$245.39	$7,853	$196.31
-	-	5,000	$14,913	$131.34	$12,427	$109.45	$9,943	$87.56	$23,558	$210.07	$19,631	$175.06	$15,705	$140.05	$23,558	$210.07	$19,631	$175.06	$15,705	$140.05
-	-	10,000	$21,480	$174.75	$17,900	$145.63	$14,320	$116.50	$34,061	$283.23	$28,384	$236.02	$22,708	$188.82	$34,061	$283.23	$28,384	$236.02	$22,708	$188.82
-	-	20,000	$38,955	$39.35	$32,463	$32.79	$25,970	$26.23	$62,384	$63.65	$51,987	$53.04	$41,589	$42.43	$62,384	$63.65	$51,987	$53.04	$41,589	$42.43
-	-	50,000	$50,761	$24.69	$42,300	$20.58	$33,840	$16.46	$81,478	$37.59	$67,899	$31.32	$54,319	$25.06	$81,478	$37.59	$67,899	$31.32	$54,319	$25.06
-	-	100,000	$63,105	$63.11	$52,588	$52.59	$42,070	$42.07	$100,271	$100.27	$83,559	$83.56	$66,847	$66.85	$100,271	$100.27	$83,559	$83.56	$66,847	$66.85
E	Educational—Group Occupancy	1,000	$7,510	$187.75	$6,259	$156.46	$5,006	$125.17	$11,368	$284.19	$9,473	$236.83	$7,579	$189.46	$11,368	$284.19	$9,473	$236.83	$7,579	$189.46
-	6+ persons, up to the 12th Grade	5,000	$15,020	$118.02	$12,516	$98.35	$10,014	$78.68	$22,736	$182.23	$18,946	$151.86	$15,157	$121.49	$22,736	$182.23	$18,946	$151.86	$15,157	$121.49
-	-	10,000	$20,921	$136.82	$17,434	$114.01	$13,947	$91.21	$31,847	$216.94	$26,539	$180.78	$21,231	$144.63	$31,847	$216.94	$26,539	$180.78	$21,231	$144.63
-	-	20,000	$34,602	$31.29	$28,835	$26.07	$23,068	$20.86	$53,541	$49.46	$44,618	$41.22	$35,694	$32.97	$53,541	$49.46	$44,618	$41.22	$35,694	$32.97
-	-	50,000	$43,988	$32.72	$36,656	$27.26	$29,325	$21.81	$68,380	$47.55	$56,983	$39.63	$45,586	$31.70	$68,380	$47.55	$56,983	$39.63	$45,586	$31.70
		100,000	$60,345	$60.35	$50,288	$50.29	$40,230	$40.23	$92,157	$92.16	$76,797	$76.80	$61,438	$61.44	$92,157	$92.16	$76,797	$76.80	$61,438	$61.44
F-1	Factory Industrial—Moderate Hazard	4,000	$3,830	$7.22	$3,192	$6.02	$2,553	$4.81	$5,861	$10.93	$4,884	$9.11	$3,907	$7.29	$5,861	$10.93	$4,884	$9.11	$3,907	$7.29
-	-	20,000	$4,985	$6.66	$4,154	$5.55	$3,323	$4.44	$7,610	$10.19	$6,341	$8.49	$5,073	$6.79	$7,610	$10.19	$6,341	$8.49	$5,073	$6.79
-	-	40,000	$6,316	$2.50	$5,264	$2.08	$4,212	$1.66	$9,647	$3.89	$8,039	$3.24	$6,431	$2.59	$9,647	$3.89	$8,039	$3.24	$6,431	$2.59
-	-	80,000	$7,315	$2.08	$6,096	$1.74	$4,877	$1.39	$11,202	$3.16	$9,335	$2.63	$7,468	$2.11	$11,202	$3.16	$9,335	$2.63	$7,468	$2.11
-	-	200,000	$9,816	$1.40	$8,180	$1.17	$6,544	$0.94	$14,995	$2.16	$12,496	$1.80	$9,997	$1.44	$14,995	$2.16	$12,496	$1.80	$9,997	$1.44
		400,000	$12,624	$3.16	$10,520	$2.63	$8,416	$2.10	$19,324	$4.83	$16,103	$4.03	$12,882	$3.22	$19,324	$4.83	$16,103	$4.03	$12,882	$3.22
F-2	Factory Industrial—Low Hazard	3,000	$2,735	$22.79	$2,279	$18.99	$1,823	$15.20	$3,187	$26.56	$2,656	$22.13	$2,124	$17.70	$3,187	$26.56	$2,656	$22.13	$2,124	$17.70
-	-	15,000	$5,470	$13.34	$4,559	$11.11	$3,647	$8.89	$6,373	$15.88	$5,311	$13.23	$4,249	$10.59	$6,373	$15.88	$5,311	$13.23	$4,249	$10.59
-	-	30,000	$7,471	$13.86	$6,225	$11.55	$4,980	$9.24	$8,756	$17.12	$7,296	$14.27	$5,837	$11.41	$8,756	$17.12	$7,296	$14.27	$5,837	$11.41
-	-	60,000	$11,628	$3.21	$9,691	$2.67	$7,752	$2.14	$13,891	$3.95	$11,576	$3.29	$9,261	$2.64	$13,891	$3.95	$11,576	$3.29	$9,261	$2.64
-	-	150,000	$14,513	$4.52	$12,094	$3.76	$9,675	$3.01	$17,449	$5.07	$14,541	$4.23	$11,633	$3.38	$17,449	$5.07	$14,541	$4.23	$11,633	$3.38
-	-	300,000	$21,285	$7.10	$17,738	$5.91	$14,190	$4.73	$25,060	$8.35	$20,884	$6.96	$16,707	$5.57	$25,060	$8.35	$20,884	$6.96	$16,707	$5.57
H-1	High Hazard Group H-1	1,000	$2,383	$59.56	$1,986	$49.64	$1,588	$39.71	$3,373	$84.32	$2,811	$70.27	$2,249	$56.22	$3,373	$84.32	$2,811	$70.27	$2,249	$56.22
-	Pose a detonation	5,000	$4,765	$33.26	$3,971	$27.72	$3,177	$22.17	$6,746	$48.17	$5,622	$40.14	$4,497	$32.11	$6,746	$48.17	$5,622	$40.14	$4,497	$32.11

-	-	10,000	$6,428	$31.94	$5,356	$26.62	$4,286	$21.29	$9,154	$48.13	$7,629	$40.11	$6,103	$32.09	$9,154	$48.13	$7,629	$40.11	$6,103	$32.09			
-	-	20,000	$9,622	$7.51	$8,019	$6.26	$6,414	$5.01	$13,968	$11.23	$11,640	$9.36	$9,312	$7.49	$13,968	$11.23	$11,640	$9.36	$9,312	$7.49			
-	-	50,000	$11,875	$12.67	$9,896	$10.56	$7,916	$8.45	$17,338	$17.36	$14,448	$14.46	$11,558	$11.57	$17,338	$17.36	$14,448	$14.46	$11,558	$11.57			
-	-	100,000	$18,210	$18.21	$15,175	$15.18	$12,140	$12.14	$26,016	$26.02	$21,680	$21.68	$17,344	$17.34	$26,016	$26.02	$21,680	$21.68	$17,344	$17.34			
H-2	High Hazard Group H-2	2,000	$2,516	$31.45	$2,097	$26.21	$1,677	$20.97	$3,557	$44.46	$2,964	$37.05	$2,371	$29.64	$3,557	$44.46	$2,964	$37.05	$2,371	$29.64			
-	Pose a deflagration hazard	10,000	$5,033	$17.90	$4,194	$14.92	$3,355	$11.94	$7,114	$25.96	$5,928	$21.63	$4,743	$17.30	$7,114	$25.96	$5,928	$21.63	$4,743	$17.30			
-	-	20,000	$6,823	$17.80	$5,686	$14.83	$4,549	$11.86	$9,710	$26.92	$8,092	$22.43	$6,473	$17.95	$9,710	$26.92	$8,092	$22.43	$6,473	$17.95			
-	-	40,000	$10,382	$4.16	$8,652	$3.46	$6,922	$2.77	$15,094	$6.25	$12,578	$5.21	$10,062	$4.17	$15,094	$6.25	$12,578	$5.21	$10,062	$4.17			
-	-	100,000	$12,876	$6.49	$10,730	$5.41	$8,584	$4.33	$18,843	$8.84	$15,703	$7.37	$12,562	$5.90	$18,843	$8.84	$15,703	$7.37	$12,562	$5.90			
-	-	200,000	$19,368	$9.68	$16,140	$8.07	$12,912	$6.46	$27,688	$13.84	$23,073	$11.54	$18,458	$9.23	$27,688	$13.84	$23,073	$11.54	$18,458	$9.23			
H-3	High Hazard Group H-3	1,000	$2,611	$65.28	$2,176	$54.40	$1,741	$43.52	$3,091	$77.28	$2,576	$64.40	$2,061	$51.52	$3,091	$77.28	$2,576	$64.40	$2,061	$51.52			
-	Readily support combustion	5,000	$5,223	$38.33	$4,352	$31.94	$3,482	$25.55	$6,182	$46.32	$5,152	$38.60	$4,121	$30.88	$6,182	$46.32	$5,152	$38.60	$4,121	$30.88			
-	-	10,000	$7,139	$40.22	$5,949	$33.51	$4,759	$26.81	$8,498	$50.11	$7,082	$41.76	$5,666	$33.41	$8,498	$50.11	$7,082	$41.76	$5,666	$33.41			
-	-	20,000	$11,160	$9.33	$9,300	$7.77	$7,440	$6.22	$13,509	$11.57	$11,258	$9.64	$9,006	$7.71	$13,509	$11.57	$11,258	$9.64	$9,006	$7.71			
-	-	50,000	$13,958	$12.86	$11,631	$10.71	$9,305	$8.57	$16,979	$14.71	$14,149	$12.26	$11,319	$9.80	$16,979	$14.71	$14,149	$12.26	$11,319	$9.80			
-	-	100,000	$20,385	$20.39	$16,988	$16.99	$13,590	$13.59	$24,333	$24.33	$20,277	$20.28	$16,222	$16.22	$24,333	$24.33	$20,277	$20.28	$16,222	$16.22			
H-4	High Hazard Group H-4	1,000	$2,859	$71.48	$2,383	$59.56	$1,906	$47.65	$4,048	$101.19	$3,373	$84.32	$2,698	$67.46	$4,048	$101.19	$3,373	$84.32	$2,698	$67.46			
-	Pose health hazards	5,000	$5,718	$39.91	$4,765	$33.26	$3,812	$26.61	$8,095	$57.80	$6,746	$48.17	$5,397	$38.53	$8,095	$57.80	$6,746	$48.17	$5,397	$38.53			
-	-	10,000	$7,713	$38.33	$6,428	$31.94	$5,143	$25.55	$10,985	$57.76	$9,154	$48.13	$7,323	$38.51	$10,985	$57.76	$9,154	$48.13	$7,323	$38.51			
-	-	20,000	$11,546	$9.01	$9,622	$7.51	$7,698	$6.01	$16,761	$13.48	$13,968	$11.23	$11,174	$8.99	$16,761	$13.48	$13,968	$11.23	$11,174	$8.99			
-	-	50,000	$14,250	$15.20	$11,875	$12.67	$9,500	$10.14	$20,805	$20.83	$17,338	$17.36	$13,870	$13.89	$20,805	$20.83	$17,338	$17.36	$13,870	$13.89			
-	-	100,000	$21,852	$21.85	$18,210	$18.21	$14,568	$14.57	$31,219	$31.22	$26,016	$26.02	$20,813	$20.81	$31,219	$31.22	$26,016	$26.02	$20,813	$20.81			
H-5	High Hazard Group H-5	1,000	$2,859	$71.48	$2,383	$59.56	$1,906	$47.65	$4,048	$101.19	$3,373	$84.32	$2,698	$67.46	$4,048	$101.19	$3,373	$84.32	$2,698	$67.46			
-	Semiconductor Fabrication, R&D	5,000	$5,718	$39.91	$4,765	$33.26	$3,812	$26.61	$8,095	$57.80	$6,746	$48.17	$5,397	$38.53	$8,095	$57.80	$6,746	$48.17	$5,397	$38.53			
-	-	10,000	$7,713	$38.33	$6,428	$31.94	$5,143	$25.55	$10,985	$57.76	$9,154	$48.13	$7,323	$38.51	$10,985	$57.76	$9,154	$48.13	$7,323	$38.51			
-	-	20,000	$11,546	$9.01	$9,622	$7.51	$7,698	$6.01	$16,761	$13.48	$13,968	$11.23	$11,174	$8.99	$16,761	$13.48	$13,968	$11.23	$11,174	$8.99			
-	-	50,000	$14,250	$15.20	$11,875	$12.67	$9,500	$10.14	$20,805	$20.83	$17,338	$17.36	$13,870	$13.89	$20,805	$20.83	$17,338	$17.36	$13,870	$13.89			
-	-	100,000	$21,852	$21.85	$18,210	$18.21	$14,568	$14.57	$31,219	$31.22	$26,016	$26.02	$20,813	$20.81	$31,219	$31.22	$26,016	$26.02	$20,813	$20.81			
I-1	Institutional—7+ persons, ambulatory	1,000	$3,720	$93.00	$3,100	$77.50	$2,480	$62.00	$6,648	$166.19	$5,540	$138.49	$4,432	$110.79	$6,648	$166.19	$5,540	$138.49	$4,432	$110.79			
-	-	5,000	$7,440	$51.65	$6,200	$43.04	$4,960	$34.43	$13,295	$94.20	$11,079	$78.50	$8,864	$62.80	$13,295	$94.20	$11,079	$78.50	$8,864	$62.80			
-	-	10,000	$10,022	$49.10	$8,352	$40.92	$6,682	$32.74	$18,006	$92.87	$15,005	$77.39	$12,004	$61.91	$18,006	$92.87	$15,005	$77.39	$12,004	$61.91			
-	-	20,000	$14,933	$11.54	$12,444	$9.62	$9,955	$7.70	$27,293	$21.71	$22,744	$18.10	$18,195	$14.48	$27,293	$21.71	$22,744	$18.10	$18,195	$14.48			
-	-	50,000	$18,396	$19.94	$15,330	$16.62	$12,264	$13.30	$33,807	$34.61	$28,172	$28.84	$22,538	$23.07	$33,807	$34.61	$28,172	$28.84	$22,538	$23.07			
-	-	100,000	$28,368	$28.37	$23,640	$23.64	$18,912	$18.91	$51,111	$51.11	$42,592	$42.59	$34,074	$34.07	$51,111	$51.11	$42,592	$42.59	$34,074	$34.07			
I-2	Institutional—6+ persons, non-ambulatory	1,000	$4,650	$116.25	$3,875	$96.88	$3,100	$77.50	$6,648	$166.19	$5,540	$138.49	$4,432	$110.79	$6,648	$166.19	$5,540	$138.49	$4,432	$110.79			
-	-	5,000	$9,301	$64.56	$7,750	$53.80	$6,200	$43.04	$13,295	$94.20	$11,079	$78.50	$8,864	$62.80	$13,295	$94.20	$11,079	$78.50	$8,864	$62.80			
-	-	10,000	$12,529	$61.38	$10,440	$51.15	$8,352	$40.92	$18,006	$92.87	$15,005	$77.39	$12,004	$61.91	$18,006	$92.87	$15,005	$77.39	$12,004	$61.91			
-	-	20,000	$18,666	$14.43	$15,556	$12.03	$12,444	$9.62	$27,293	$21.71	$22,744	$18.10	$18,195	$14.48	$27,293	$21.71	$22,744	$18.10	$18,195	$14.48			
-	-	50,000	$22,995	$24.93	$19,163	$20.78	$15,330	$16.62	$33,807	$34.61	$28,172	$28.84	$22,538	$23.07	$33,807	$34.61	$28,172	$28.84	$22,538	$23.07			
-	-	100,000	$35,460	$35.46	$29,551	$29.55	$23,640	$23.64	$51,111	$51.11	$42,592	$42.59	$34,074	$34.07	$51,111	$51.11	$42,592	$42.59	$34,074	$34.07			
I-3	Institutional—6+ persons, restrained	1,000	$4,565	$114.10	$3,804	$95.08	$3,043	$76.07	$6,525	$163.13	$5,438	$135.94	$4,350	$108.75	$6,525	$163.13	$5,438	$135.94	$4,350	$108.75			
-	-	5,000	$9,129	$63.56	$7,607	$52.96	$6,086	$42.37	$13,050	$92.73	$10,875	$77.28	$8,700	$61.82	$13,050	$92.73	$10,875	$77.28	$8,700	$61.82			
-	-	10,000	$12,307	$60.69	$10,255	$50.58	$8,204	$40.46	$17,687	$91.89	$14,739	$76.57	$11,791	$61.26	$17,687	$91.89	$14,739	$76.57	$11,791	$61.26			
-	-	20,000	$18,375	$14.25	$15,313	$11.88	$12,250	$9.50	$26,876	$21.47	$22,396	$17.89	$17,917	$14.31	$26,876	$21.47	$22,396	$17.89	$17,917	$14.31			
-	-	50,000	$22,650	$24.36	$18,875	$20.30	$15,100	$16.24	$33,316	$33.82	$27,764	$28.19	$22,211	$22.55	$33,316	$33.82	$27,764	$28.19	$22,211	$22.55			
		100,000	$34,830	$34.83	$29,026	$29.03	$23,220	$23.22	$50,228	$50.23	$41,856	$41.86	$33,485	$33.49	$50,228	$50.23	$41,856	$41.86	$33,485	$33.49			
I-4	Institutional—6+ persons, day care	1,000	$3,709	$92.72	$3,091	$77.27	$2,473	$61.82	$5,421	$135.54	$4,518	$112.95	$3,614	$90.36	$5,421	$135.54	$4,518	$112.95	$3,614	$90.36			
-	-	5,000	$7,418	$53.28	$6,181	$44.40	$4,945	$35.52	$10,843	$79.49	$9,036	$66.24	$7,229	$52.99	$10,843	$79.49	$9,036	$66.24	$7,229	$52.99			
-	-	10,000	$10,082	$53.84	$8,401	$44.86	$6,721	$35.89	$14,817	$83.06	$12,348	$69.22	$9,878	$55.37	$14,817	$83.06	$12,348	$69.22	$9,878	$55.37			
-	-	20,000	$15,465	$12.55	$12,888	$10.46	$10,310	$8.37	$23,123	$19.26	$19,269	$16.05	$15,416	$12.84	$23,123	$19.26	$19,269	$16.05	$15,416	$12.84			
-	-	50,000	$19,230	$18.90	$16,025	$15.75	$12,820	$12.60	$28,902	$26.76	$24,085	$22.30	$19,268	$17.84	$28,902	$26.76	$24,085	$22.30	$19,268	$17.84			
		100,000	$28,680	$28.68	$23,901	$23.90	$19,120	$19.12	$42,282	$42.28	$35,235	$35.23	$28,188	$28.19	$42,282	$42.28	$35,235	$35.23	$28,188	$28.19			
L	Labs (California ONLY)	2,000	$8,729	$109.12	$7,274	$90.93	$5,819	$72.74	$17,095	$213.69	$14,246	$178.07	$11,397	$142.46	$17,095	$213.69	$14,246	$178.07	$11,397	$142.46			
-	-	10,000	$17,459	$74.70	$14,549	$62.25	$11,639	$49.80	$34,190	$148.39	$28,492	$123.66	$22,793	$98.92	$34,190	$148.39	$28,492	$123.66	$22,793	$98.92			
-	-	20,000	$24,928	$96.32	$20,774	$80.27	$16,620	$64.22	$49,028	$194.38	$40,857	$161.98	$32,686	$129.58	$49,028	$194.38	$40,857	$161.98	$32,686	$129.58			
-	-	40,000	$44,194	$21.74	$36,828	$18.12	$29,462	$14.50	$87,904	$43.82	$73,253	$36.52	$58,602	$29.21	$87,904	$43.82	$73,253	$36.52	$58,602	$29.21			
-	-	100,000	$57,240	$15.67	$47,700	$13.06	$38,160	$10.45	$114,197	$29.50	$95,164	$24.59	$76,131	$19.67	$114,197	$29.50	$95,164	$24.59	$76,131	$19.67			
		200,000	$72,912	$36.46	$60,760	$30.38	$48,608	$24.30	$143,701	$71.85	$119,751	$59.88	$95,801	$47.90	$143,701	$71.85	$119,751	$59.88	$95,801	$47.90			
M	Mercantile—Retail or wholesale	150	$2,251	$375.14	$1,876	$312.62	$1,500	$250.09	$1,583	$263.78	$1,319	$219.82	$1,055	$175.85	$1,583	$263.78	$1,319	$219.82	$1,055	$175.85			
-	-	750	$4,501	$254.48	$3,751	$212.06	$3,001	$169.65	$3,165	$181.60	$2,638	$151.33	$2,110	$121.06	$3,165	$181.60	$2,638	$151.33	$2,110	$121.06			
-	-	1,500	$6,410	$324.66	$5,342	$270.55	$4,273	$216.44	$4,527	$235.61	$3,773	$196.34	$3,018	$157.07	$4,527	$235.61	$3,773	$196.34	$3,018	$157.07			
-	-	3,000	$11,280	$73.41	$9,400	$61.17	$7,521	$48.94	$8,061	$53.17	$6,718	$44.31	$5,374	$35.45	$8,061	$53.17	$6,718	$44.31	$5,374	$35.45			
-	-	7,500	$14,583	$55.13	$12,153	$45.94	$9,723	$36.75	$10,454	$37.29	$8,712	$31.07	$6,970	$24.86	$10,454	$37.29	$8,712	$31.07	$6,970	$24.86			
-	-	15,000	$18,718	$124.79	$15,598	$103.99	$12,479	$83.19	$13,251	$88.34	$11,042	$73.62	$8,834	$58.89	$13,251	$88.34	$11,042	$73.62	$8,834	$58.89			
R-1	Residential—Transient	2,000	$21,580	$53.94	$17,983	$44.95	$14,386	$35.96	$17,340	$216.75	$14,450	$180.63	$11,560	$144.50	$17,340	$216.75	$14,450	$180.63	$11,560	$144.50			

-	Boarding Houses, Hotels, Motels	10,000	$25,895	$57.14	$21,579	$47.61	$17,263	$38.09	$34,680	$149.86	$28,900	$124.88	$23,120	$99.91	$34,680	$149.86	$28,900	$124.88	$23,120	$99.91
-	-	20,000	$31,608	$28.53	$26,340	$23.78	$21,072	$19.02	$49,666	$195.36	$41,388	$162.80	$33,111	$130.24	$49,666	$195.36	$41,388	$162.80	$33,111	$130.24
-	-	40,000	$37,314	$15.66	$31,095	$13.05	$24,876	$10.44	$88,738	$44.07	$73,948	$36.72	$59,158	$29.38	$88,738	$44.07	$73,948	$36.72	$59,158	$29.38
-	-	100,000	$46,710	$18.03	$38,925	$15.03	$31,140	$12.02	$115,178	$30.29	$95,981	$25.24	$76,785	$20.19	$115,178	$30.29	$95,981	$25.24	$76,785	$20.19
-	-	200,000	$64,740	$32.37	$53,950	$26.98	$43,160	$21.58	$145,467	$72.73	$121,222	$60.61	$96,978	$48.49	$145,467	$72.73	$121,222	$60.61	$96,978	$48.49
R-2	Residential—Permanent, 2+ Dwellings	1,500	$21,580	$71.93	$17,983	$59.94	$14,386	$47.95	$17,340	$289.00	$14,450	$240.84	$11,560	$192.67	$17,340	$289.00	$14,450	$240.84	$11,560	$192.67
-	Apartment, Dormitory, Timeshare	7,500	$25,895	$76.14	$21,580	$63.45	$17,264	$50.76	$34,680	$199.81	$28,900	$166.51	$23,120	$133.21	$34,680	$199.81	$28,900	$166.51	$23,120	$133.21
-	-	15,000	$31,606	$38.09	$26,338	$31.74	$21,071	$25.39	$49,666	$260.48	$41,388	$217.06	$33,111	$173.65	$49,666	$260.48	$41,388	$217.06	$33,111	$173.65
-	-	30,000	$37,319	$20.87	$31,099	$17.39	$24,879	$13.91	$88,738	$58.76	$73,948	$48.96	$59,158	$39.17	$88,738	$58.76	$73,948	$48.96	$59,158	$39.17
-	-	75,000	$46,710	$24.03	$38,925	$20.03	$31,140	$16.02	$115,178	$40.39	$95,981	$33.65	$76,785	$26.92	$115,178	$40.39	$95,981	$33.65	$76,785	$26.92
-	-	150,000	$64,733	$43.16	$53,944	$35.96	$43,155	$28.77	$145,467	$96.98	$121,222	$80.81	$96,978	$64.65	$145,467	$96.98	$121,222	$80.81	$96,978	$64.65
R-3	Dwellings—Custom Homes	1,500	$4,318	$86.35	$3,598	$71.96	$2,878	$57.57	$5,429	$188.28	$4,524	$156.90	$3,619	$125.52	$5,429	$188.28	$4,524	$156.90	$3,619	$125.52
-	-	2,500	$5,181	$107.28	$4,318	$89.40	$3,454	$71.52	$7,312	$235.58	$6,093	$196.31	$4,874	$157.05	$7,312	$235.58	$6,093	$196.31	$4,874	$157.05
-	-	3,500	$6,254	$107.33	$5,212	$89.44	$4,170	$71.56	$9,668	$166.85	$8,056	$139.04	$6,445	$111.23	$9,668	$166.85	$8,056	$139.04	$6,445	$111.23
-	-	4,500	$7,327	$97.45	$6,106	$81.21	$4,884	$64.97	$11,336	$164.37	$9,447	$136.98	$7,557	$109.58	$11,336	$164.37	$9,447	$136.98	$7,557	$109.58
-	-	6,500	$9,276	$105.04	$7,731	$87.53	$6,184	$70.03	$14,623	$131.78	$12,186	$109.82	$9,749	$87.85	$14,623	$131.78	$12,186	$109.82	$9,749	$87.85
-	-	10,000	$12,953	$129.53	$10,794	$107.94	$8,635	$86.35	$19,236	$192.36	$16,030	$160.30	$12,824	$128.24	$19,236	$192.36	$16,030	$160.30	$12,824	$128.24
R-3	Residential-	1,500	New	New	New	New	New	New	$3,435	$343.49	$2,862	$286.24	$2,290	$228.99	$3,435	$343.49	$2,862	$286.24	$2,290	$228.99
	Dwellings-	2,500	New	New	New	New	New	New	$6,870	$274.82	$5,725	$229.01	$4,580	$183.21	$6,870	$274.82	$5,725	$229.01	$4,580	$183.21
	First Master Plan	3,500	New	New	New	New	New	New	$9,618	$652.78	$8,015	$543.98	$6,412	$435.19	$9,618	$652.78	$8,015	$543.98	$6,412	$435.19
		4,500	New	New	New	New	New	New	$16,146	$223.32	$13,455	$186.10	$10,764	$148.88	$16,146	$223.32	$13,455	$186.10	$10,764	$148.88
		6,500	New	New	New	New	New	New	$20,612	$206.05	$17,177	$171.71	$13,741	$137.37	$20,612	$206.05	$17,177	$171.71	$13,741	$137.37
		10,000	New	New	New	New	New	New	$27,824	$278.24	$23,186	$231.86	$18,549	$185.49	$27,824	$278.24	$23,186	$231.86	$18,549	$185.49
R-3	Dwellings—Production Phase	1,500	$3,205	$64.13	$2,671	$53.44	$2,137	$42.75	$2,576	$257.65	$2,147	$214.71	$1,718	$171.77	$2,576	$257.65	$2,147	$214.71	$1,718	$171.77
-	of Master Plan (repeats)	2,500	$3,846	$84.98	$3,206	$70.81	$2,564	$56.65	$5,153	$223.32	$4,294	$186.10	$3,435	$148.88	$5,153	$223.32	$4,294	$186.10	$3,435	$148.88
-	-	3,500	$4,696	$85.10	$3,914	$70.92	$3,131	$56.74	$7,386	$584.11	$6,155	$486.76	$4,924	$389.41	$7,386	$584.11	$6,155	$486.76	$4,924	$389.41
-	-	4,500	$5,547	$69.65	$4,622	$58.04	$3,698	$46.43	$13,227	$197.56	$11,023	$164.64	$8,818	$131.71	$13,227	$197.56	$11,023	$164.64	$8,818	$131.71
-	-	6,500	$6,940	$76.43	$5,784	$63.69	$4,626	$50.95	$17,179	$127.57	$14,315	$106.31	$11,452	$85.05	$17,179	$127.57	$14,315	$106.31	$11,452	$85.05
-	-	10,000	$9,616	$96.15	$8,012	$80.13	$6,410	$64.10	$21,643	$216.43	$18,036	$180.36	$14,429	$144.29	$21,643	$216.43	$18,036	$180.36	$14,429	$144.29
R-3	Residential Room Addition	150	$1,632	$54.38	$1,360	$45.32	$1,088	$36.26	$3,901	$650.19	$3,251	$541.82	$2,601	$433.46	$3,901	$650.19	$3,251	$541.82	$2,601	$433.46
-	-	750	$1,958	$54.69	$1,632	$45.58	$1,306	$36.46	$7,802	$422.05	$6,502	$351.71	$5,201	$281.37	$7,802	$422.05	$6,502	$351.71	$5,201	$281.37
-	-	1,500	$2,368	$27.32	$1,973	$22.76	$1,579	$18.21	$10,968	$510.45	$9,140	$425.38	$7,312	$340.30	$10,968	$510.45	$9,140	$425.38	$7,312	$340.30
-	-	3,000	$2,778	$16.27	$2,315	$13.56	$1,852	$10.85	$18,624	$116.16	$15,520	$96.80	$12,416	$77.44	$18,624	$116.16	$15,520	$96.80	$12,416	$77.44
-	-	7,500	$3,510	$18.45	$2,925	$15.38	$2,340	$12.30	$23,852	$105.97	$19,876	$88.31	$15,901	$70.65	$23,852	$105.97	$19,876	$88.31	$15,901	$70.65
-	-	15,000	$4,894	$32.63	$4,079	$27.19	$3,263	$21.75	$31,799	$211.99	$26,499	$176.66	$21,199	$141.33	$31,799	$211.99	$26,499	$176.66	$21,199	$141.33
R-4	Residential—Assisted Living (6-16 persons)	1,500	$18,720	$62.40	$15,599	$52.00	$12,479	$41.60	$11,206	$186.77	$9,338	$155.64	$7,471	$124.51	$11,206	$186.77	$9,338	$155.64	$7,471	$124.51
-	-	7,500	$22,463	$68.51	$18,719	$57.09	$14,976	$45.67	$22,412	$132.41	$18,677	$110.34	$14,942	$88.27	$22,412	$132.41	$18,677	$110.34	$14,942	$88.27
-	-	15,000	$27,601	$34.28	$23,000	$28.56	$18,401	$22.85	$32,343	$177.36	$26,953	$147.80	$21,562	$118.24	$32,343	$177.36	$26,953	$147.80	$21,562	$118.24
-	-	30,000	$32,743	$17.69	$27,285	$14.74	$21,828	$11.79	$58,948	$39.89	$49,123	$33.24	$39,298	$26.59	$58,948	$39.89	$49,123	$33.24	$39,298	$26.59
-	-	75,000	$40,703	$20.61	$33,919	$17.18	$27,135	$13.74	$76,897	$24.29	$64,080	$20.24	$51,264	$16.20	$76,897	$24.29	$64,080	$20.24	$51,264	$16.20
		150,000	$56,160	$37.44	$46,800	$31.20	$37,440	$24.96	$95,117	$63.41	$79,264	$52.84	$63,411	$42.27	$95,117	$63.41	$79,264	$52.84	$63,411	$42.27
R	R Occupancy Remodel	150	$2,190	$72.99	$1,825	$60.83	$1,460	$48.66	$528	$87.93	$440	$73.27	$352	$58.62	$528	$87.93	$440	$73.27	$352	$58.62
-	-	750	$2,627	$77.00	$2,190	$64.16	$1,752	$51.33	$1,055	$60.53	$879	$50.44	$703	$40.35	$1,055	$60.53	$879	$50.44	$703	$40.35
-	-	1,500	$3,205	$38.51	$2,671	$32.09	$2,137	$25.67	$1,509	$78.54	$1,258	$65.45	$1,006	$52.36	$1,509	$78.54	$1,258	$65.45	$1,006	$52.36
-	-	3,000	$3,782	$21.22	$3,152	$17.68	$2,522	$14.14	$2,687	$17.72	$2,239	$14.77	$1,791	$11.82	$2,687	$17.72	$2,239	$14.77	$1,791	$11.82
-	-	7,500	$4,737	$24.41	$3,948	$20.34	$3,158	$16.27	$3,485	$12.43	$2,904	$10.36	$2,323	$8.29	$3,485	$12.43	$2,904	$10.36	$2,323	$8.29
-	-	15,000	$6,568	$43.79	$5,474	$36.49	$4,379	$29.19	$4,417	$29.45	$3,681	$24.54	$2,945	$19.63	$4,417	$29.45	$3,681	$24.54	$2,945	$19.63
S-1	Storage—Moderate Hazard, Repair Garage	500	$3,038	$151.91	$2,532	$126.59	$2,025	$101.27	$5,807	$290.33	$4,839	$241.94	$3,871	$193.55	$5,807	$290.33	$4,839	$241.94	$3,871	$193.55
-	Motor Vehicles (not High	2,500	$6,076	$95.23	$5,063	$79.36	$4,051	$63.49	$11,613	$185.17	$9,678	$154.31	$7,742	$123.45	$11,613	$185.17	$9,678	$154.31	$7,742	$123.45
-	-	5,000	$8,457	$110.00	$7,048	$91.67	$5,638	$73.34	$16,242	$218.90	$13,535	$182.42	$10,828	$145.93	$16,242	$218.90	$13,535	$182.42	$10,828	$145.93
-	-	10,000	$13,957	$25.17	$11,631	$20.98	$9,305	$16.78	$27,187	$49.95	$22,656	$41.63	$18,125	$33.30	$27,187	$49.95	$22,656	$41.63	$18,125	$33.30
-	-	25,000	$17,733	$26.63	$14,778	$22.19	$11,822	$17.75	$34,680	$49.12	$28,900	$40.94	$23,120	$32.75	$34,680	$49.12	$28,900	$40.94	$23,120	$32.75
-	-	50,000	$24,390	$48.78	$20,325	$40.65	$16,260	$32.52	$46,961	$93.92	$39,134	$78.27	$31,308	$62.62	$46,961	$93.92	$39,134	$78.27	$31,308	$62.62
S-2	Storage—Low Hazard, Parking Garages	1,000	$9,161	$229.03	$7,635	$190.86	$6,107	$152.68	$18,160	$453.99	$15,133	$378.32	$12,106	$302.66	$18,160	$453.99	$15,133	$378.32	$12,106	$302.66
-	Open or Enclosed	5,000	$18,322	$163.52	$15,269	$136.27	$12,215	$109.02	$36,319	$327.87	$30,266	$273.23	$24,213	$218.58	$36,319	$327.87	$30,266	$273.23	$24,213	$218.58
-	-	10,000	$26,498	$220.61	$22,082	$183.84	$17,666	$147.07	$52,713	$447.67	$43,927	$373.06	$35,142	$298.45	$52,713	$447.67	$43,927	$373.06	$35,142	$298.45
-	-	20,000	$48,559	$49.58	$40,466	$41.31	$32,373	$33.05	$97,480	$100.46	$81,233	$83.72	$64,986	$66.98	$97,480	$100.46	$81,233	$83.72	$64,986	$66.98
-	-	50,000	$63,432	$29.18	$52,860	$24.32	$42,288	$19.46	$127,618	$55.74	$106,349	$46.45	$85,079	$37.16	$127,618	$55.74	$106,349	$46.45	$85,079	$37.16
-	-	100,000	$78,024	$78.02	$65,020	$65.02	$52,016	$52.02	$155,490	$155.49	$129,575	$129.57	$103,660	$103.66	$155,490	$155.49	$129,575	$129.57	$103,660	$103.66
U	Accessory—Private Garage	200	$1,024	$127.93	$853	$106.61	$682	$85.29	$1,627	$203.34	$1,356	$169.45	$1,084	$135.56	$1,627	$203.34	$1,356	$169.45	$1,084	$135.56
-	-	1,000	$2,046	$92.06	$1,706	$76.71	$1,364	$61.37	$3,253	$147.95	$2,711	$123.30	$2,169	$98.64	$3,253	$147.95	$2,711	$123.30	$2,169	$98.64
-	-	2,000	$2,968	$125.27	$2,473	$104.39	$1,978	$83.51	$4,733	$203.54	$3,944	$169.61	$3,155	$135.69	$4,733	$203.54	$3,944	$169.61	$3,155	$135.69
-	-	4,000	$5,473	$28.14	$4,561	$23.45	$3,648	$18.76	$8,804	$45.64	$7,336	$38.03	$5,869	$30.43	$8,804	$45.64	$7,336	$38.03	$5,869	$30.43
-	-	10,000	$7,162	$15.87	$5,967	$13.23	$4,774	$10.58	$11,542	$24.36	$9,618	$20.30	$7,695	$16.24	$11,542	$24.36	$9,618	$20.30	$7,695	$16.24
-	-	20,000	$8,748	$43.74	$7,290	$36.45	$5,832	$29.16	$13,978	$69.89	$11,648	$58.24	$9,319	$46.59	$13,978	$69.89	$11,648	$58.24	$9,319	$46.59
	All Commercial	150	Modified	Modified	Modified	Modified	Modified	Modified	$1,407	$234.47	$1,172	$195.39	$938	$156.31	$1,407	$234.47	$1,172	$195.39	$938	$156.31

	Tenant Improvements	750	Modified	Modified	Modified	Modified	Modified	Modified	$2,814	$161.42	$2,345	$134.51	$1,876	$107.61	$2,814	$161.42	$2,345	$134.51	$1,876	$107.61
		1,500	Modified	Modified	Modified	Modified	Modified	Modified	$4,024	$209.43	$3,354	$174.52	$2,683	$139.62	$4,024	$209.43	$3,354	$174.52	$2,683	$139.62
		3,000	Modified	Modified	Modified	Modified	Modified	Modified	$7,166	$47.27	$5,971	$39.39	$4,777	$31.51	$7,166	$47.27	$5,971	$39.39	$4,777	$31.51
		7,500	Modified	Modified	Modified	Modified	Modified	Modified	$9,293	$33.15	$7,744	$27.62	$6,195	$22.10	$9,293	$33.15	$7,744	$27.62	$6,195	$22.10
		15,000	Modified	Modified	Modified	Modified	Modified	Modified	$11,779	$78.52	$9,816	$65.44	$7,852	$52.35	$11,779	$78.52	$9,816	$65.44	$7,852	$52.35
-	All Shell Buildings	1,000	$1,522	$38.04	$1,269	$31.70	$1,014	$25.36	$2,355	$58.89	$1,963	$49.07	$1,570	$39.26	$2,355	$58.89	$1,963	$49.07	$1,570	$39.26
-	-	5,000	$3,043	$24.96	$2,536	$20.80	$2,029	$16.64	$4,711	$39.26	$3,926	$32.72	$3,141	$26.17	$4,711	$39.26	$3,926	$32.72	$3,141	$26.17
-	-	10,000	$4,292	$30.60	$3,576	$25.50	$2,860	$20.40	$6,674	$49.08	$5,562	$40.90	$4,449	$32.72	$6,674	$49.08	$5,562	$40.90	$4,449	$32.72
-	-	20,000	$7,351	$6.94	$6,126	$5.78	$4,901	$4.62	$11,582	$11.13	$9,652	$9.27	$7,722	$7.42	$11,582	$11.13	$9,652	$9.27	$7,722	$7.42
-	-	50,000	$9,432	$6.07	$7,860	$5.06	$6,288	$4.05	$14,920	$9.03	$12,433	$7.52	$9,947	$6.02	$14,920	$9.03	$12,433	$7.52	$9,947	$6.02
-	-	100,000	$12,468	$12.47	$10,390	$10.39	$8,312	$8.31	$19,434	$19.43	$16,195	$16.19	$12,956	$12.96	$19,434	$19.43	$16,195	$16.19	$12,956	$12.96

Agenda Item

Orange City Council

Item #: 10.1. 4/28/2026 **File #:** 26-0193

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Leslie Hardy, Community and Library Services Director**

1. SUBJECT

Agreements with the Orange International Street Fair, Inc. to produce the annual Orange Street Fair, Treats in the Streets, and Christmas Market and Tree Lighting Ceremony Events

2. SUMMARY

The City of Orange has worked with the Orange International Street Fair, Inc. to produce the annual Orange Street Fair for several decades, and more recently has also worked with them to produce the Treats in the Streets and Christmas Market and Tree Lighting Ceremony. Annually, Orange International Street Fair will provide updates on the prior year's programs and staff coordinates administrative updates to applicable program agreements as needed.

3. RECOMMENDED ACTION

1. Receive and file a report from the Orange International Street Fair, Inc. regarding the 2025 Orange Street Fair, Treats in the Streets, and the Christmas Market and Tree Lighting Ceremony.
2. Provide direction regarding administrative updates to the agreements with Orange International Street Fair for production of the Orange Street Fair, Treats in the Streets, and the Christmas Market and Tree Lighting Ceremony.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 3: Enhance Public Communication Strategy and Quality of Life

6. DISCUSSION AND BACKGROUND

The Orange International Street Fair (Street Fair) is an annual event produced by the Orange International Street Fair, Inc. (OISF), and held in the Old Towne Orange Plaza (Plaza) area over Labor Day weekend. This popular event draws hundreds of thousands of visitors over the three-day period requiring months of planning and coordination. Per the agreement, OISF reimburses the City for costs and expenses incurred to produce the event, which is primarily staff time.

In addition to being a popular community event, Street Fair is also a fundraising opportunity for local nonprofits. All food and beverage booths are operated by nonprofits, with priority given to Orange-

based groups. The production of this event and the responsibilities of the City and OISF are governed by a mutual agreement which was approved in 2025, and is active through 2030 with extension options through 2032.

OISF also has an agreement with the City (since 2025) to produce the annal Treats in the Streets (Treats) event and Christmas Market and Tree Lighting Ceremony (Tree Lighting) that had previously been produced by the City (known as the Tree Lighting Ceremony & Candlelight Choir Procession event). This agreement has a similar structure and scope to the Street Fair event production, wherein OISF produces the events and City is reimbursed for actual costs borne in support of the events. The terms for this agreement are active through 2028 for Treats and 2026 for Tree Lighting.

At least annually, City staff reviews requests for updates to the agreement(s) based upon feedback from OISF. While both agreements specifically authorize the City Manager to execute amendments, staff are providing a summarized listing of requested modifications to the agreements for more substantive items. Proposed modifications to the agreements include:

- Updating the currently listed entity name for OISF from “Orange International Street Fair, Inc.” to “Orange Plaza Traditions, Inc.” to reflect OISF’s updated Articles of Incorporation Corporation name and 501(c)(3) status (for both agreements).
- Extension for an additional two occurrences of the Tree Lighting Ceremony for dates in 2027 and 2028.
- Extension of all vendor sales and activities to 6:00p.m. for the Tree Lighting Ceremony event, providing that the Chief of Police determines this extension is allowable annually in advance of the event.
- Including the “Grand Street” parking lot (Lot #1) as part of the approved public parking lots to be closed for the Tree Lighting Ceremony event for the purposes of supporting parking for the Master Chorale.

Additional administrative edits to the agreement and operational approvals for OISF requests will be incorporated alongside any of the changes listed above, should the listed items be approved via Council’s direction.

Lastly, per the most recent agreement, a representative from OISF shall provide a summary report to the City Council regarding the Street Fair held the previous year. As the City Council reviews the new agreement, OISF President, Adam Feliz, has prepared a presentation on the 2025 Street Fair for the City Council’s consideration. A brief update on the 2025 Treats in the Streets and Christmas Market and Tree Lighting Ceremony events will also be provided.

7. ATTACHMENTS

- None

Agenda Item

Orange City Council

Item #: 10.1. 4/28/2026 **File #:** 26-0193

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

THRU: **Jarad Hildenbrand, City Manager**

FROM: **Leslie Hardy, Community and Library Services Director**

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4. FISCAL IMPACT

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5. STRATEGIC PLAN GOALS

Goal 3: Enhance Public Communication Strategy and Quality of Life

6. DISCUSSION AND BACKGROUND

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7. ATTACHMENTS

- None

Agenda Item

Orange City Council

Item #: 10.2. 4/28/2026 **File #:** 26-0215

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 on both sides of Olive Street from Almond Avenue to Palmyra Avenue

2. SUMMARY

Staff received a request for permit parking on Olive Street in Permit Parking Opportunity Area #6. The request was processed in accordance with the City's Neighborhood Permit Parking Program, adequately supported by the affected property owners, and approved by the City Traffic Commission.

3. RECOMMENDED ACTION

Adopt Resolution 11667. 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 streamline the permit parking application process in certain highly parked areas, the City Council established seven Permit Parking Opportunity Areas (PPOA's). PPOA's are subject to different criteria and procedures. Specifically, the application fee and parking occupancy study are waived, and the required neighborhood support level is reduced from 75% to 55%.

Opportunity Area #6, in which Olive Street is contained, was created in conjunction with the Old Towne Paid Parking Program, to address the potential of parking demand spillover.

Permit Parking on Olive Street

Staff received a written request to implement permit parking on Olive Street. After reviewing the street and neighborhood, staff confirmed that Olive Street meets the objectives and criteria of the City's NPPP for permit parking consideration and mailed petitions to affected property owners. The

results of the petition process for Olive Street indicate that 76% of property owners are in favor of permit parking, 6% are opposed, and 18% did not respond. Because the property owner support on the street met the 55% stipulated in the NPPP, staff supports, and the City Traffic Commission recommends implementation of permit parking.

If approved, permit parking does not supersede other parking restrictions such as street sweeping. Participation in the permit parking program is voluntary. However, once implemented, any vehicle parking on the street without a permit is subject to citation.

7. ATTACHMENTS

- Attachment 1 Resolution No. 11667
- Attachment 2 Neighborhood Permit Parking Opportunity Area #6
- Attachment 3 Activation Map Permit Parking Opportunity Area #6
- Attachment 4 City Traffic Commission Staff Report April 8, 2026
- Attachment 5 Excerpt of Draft City Traffic Commission Minutes April 8, 2026
- Attachment 6 Notification Letter Olive Street

Agenda Item

Orange City Council

Item #: 10.2. 4/28/2026 **File #:** 26-0215

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 on both sides of Olive Street from Almond Avenue to Palmyra Avenue

2. SUMMARY

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3. RECOMMENDED ACTION

Adopt Resolution 11667. 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

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RESOLUTION NO. 11667

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 March 10, 2026 (Resolution No. 11658), containing a list of all permit parking areas within the City; and

WHEREAS, staff now recommends activating additional streets in the Neighborhood Permit Parking Program Opportunity Area "6"; and

WHEREAS, accordingly, the City Council desires to rescind Resolution No. 11658 and replace it with a revised Resolution;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Orange does resolve as follows:

SECTION I:

That Resolution No. 11658, adopted March 10, 2026, is hereby rescinded, effective immediately upon the date of the adoption of Resolution No. 11667.

SECTION II:

The following streets be activated in the Neighborhood Permit Parking Program Opportunity Area "6":

Both sides of Olive Street from Almond Avenue to Palmyra Avenue.

SECTION III:

That the Master Resolution of Permit Parking Area for the Neighborhood Permit Parking Program attached hereto as Exhibits "A", Exhibit "B", Exhibit "C", Exhibit "D", Exhibit "E", Exhibit "F", Exhibit "G", Exhibit "H" and Exhibit "I" are hereby adopted.

ADOPTED this ____ day of _____, 2026

_____
Daniel R. Slater, Mayor, City of Orange

ATTEST:

_____
Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

_____
Nathalie Adourian, City Attorney, City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Orange at a regular meeting thereof held on the _____ day of _____, 2026 by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

_____
Pamela Coleman, City Clerk, City of Orange

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.

AREA "AE"

1. The east side of Parker Street from the southerly property line of 125 N. Parker Street to Maple Avenue.
2. The west side of Paker Street from the southerly property line of 122 N. Parker Street to Maple Avenue.
3. The west side of Pixley Street from the southerly property line of 128 N. Pixley Street to Maple Avenue.

AREA "AF"

1. Both sides of Fairmont Way from La Veta Avenue to Delia Lane.

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.

OPPORTUNITY AREA "6"

1. Both sides of Olive Street from Almond Avenue to Palmyra Avenue.

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"

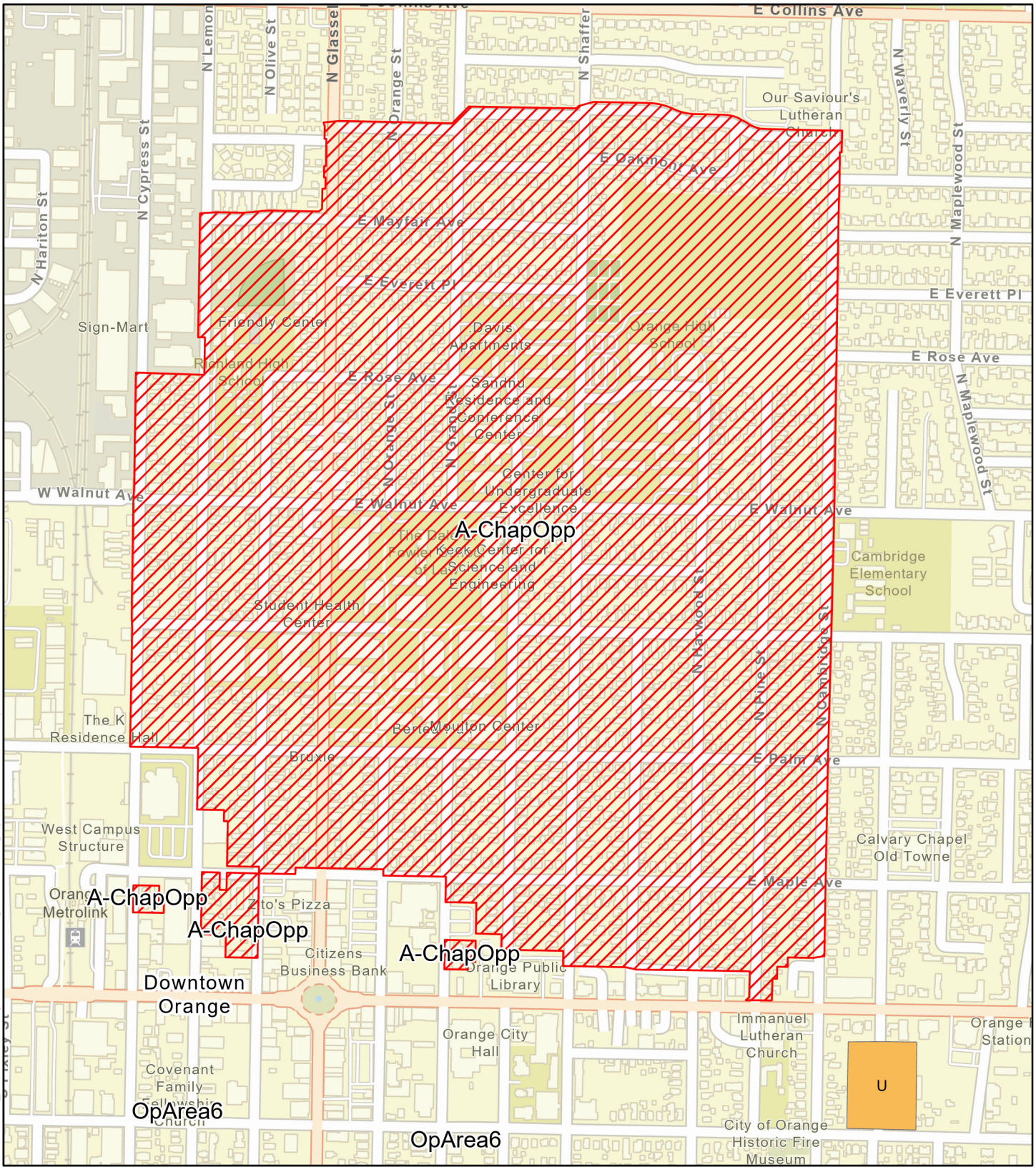
To the north, Opportunity Area "4" is comprised of the area bounded by, and inclusive of, Trenton Avenue. To the west, Opportunity Area "4" is comprised of the area bounded by the western property line of 331 East Trenton Avenue. To the south, Opportunity Area "4" is comprised of the area bounded by 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.



City of Orange
Geographic Information System

Legend

- A-ChapOpp
- Area U

Exhibit C

N
W E
S

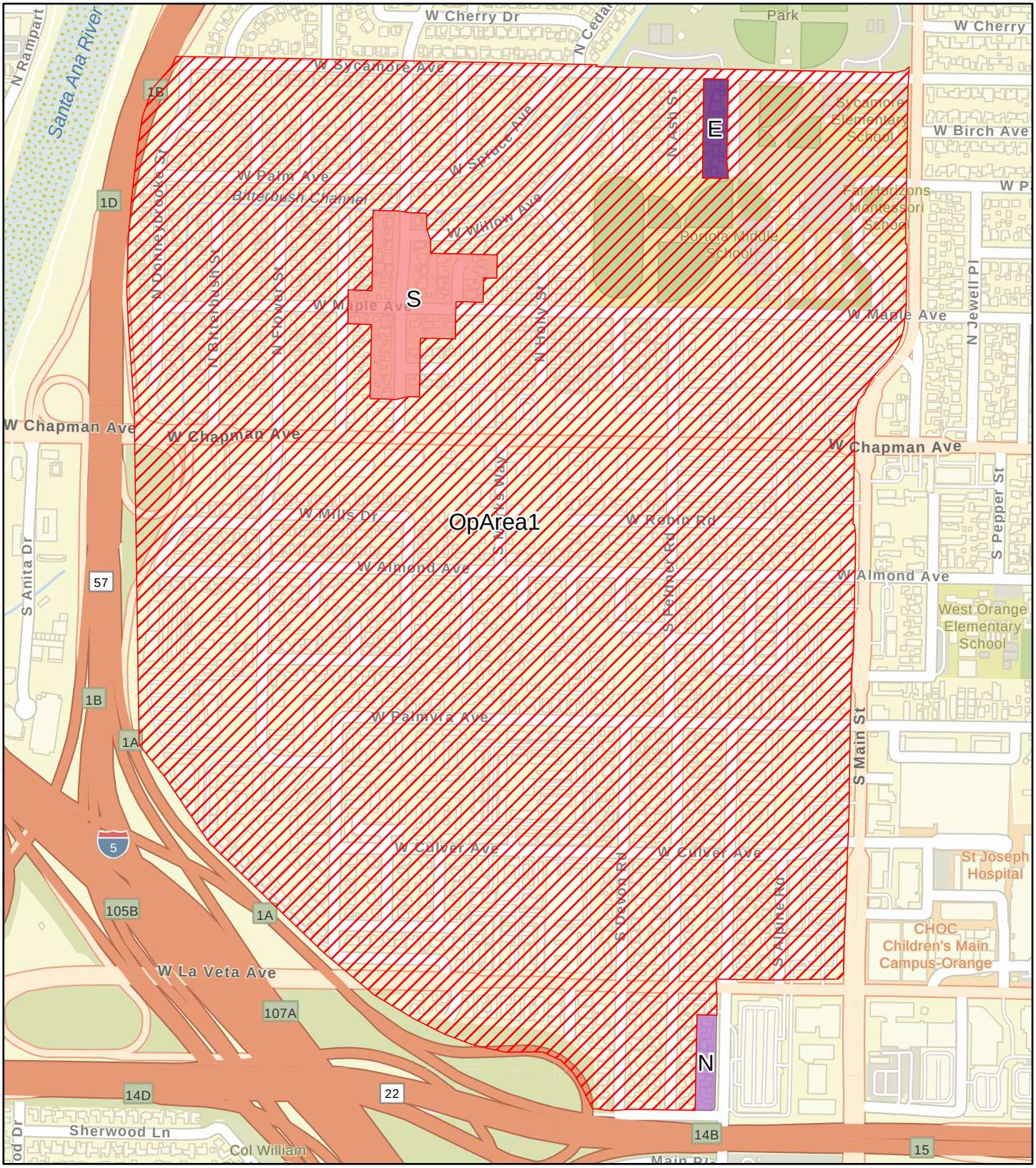
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Feet

1/21/2025

Source: City of Orange (2024)

CITY OF ORANGE

Area "A" Chapman Neighborhood Area



J:\Production_Environment\Projects\PermitParking\PermitParking.aprx\Parking Permit Areas

City of Orange
Geographic Information System

Legend

- NPPP Opportunity Area 1
- Area E
- Area N
- Area S

0 250 500
Feet

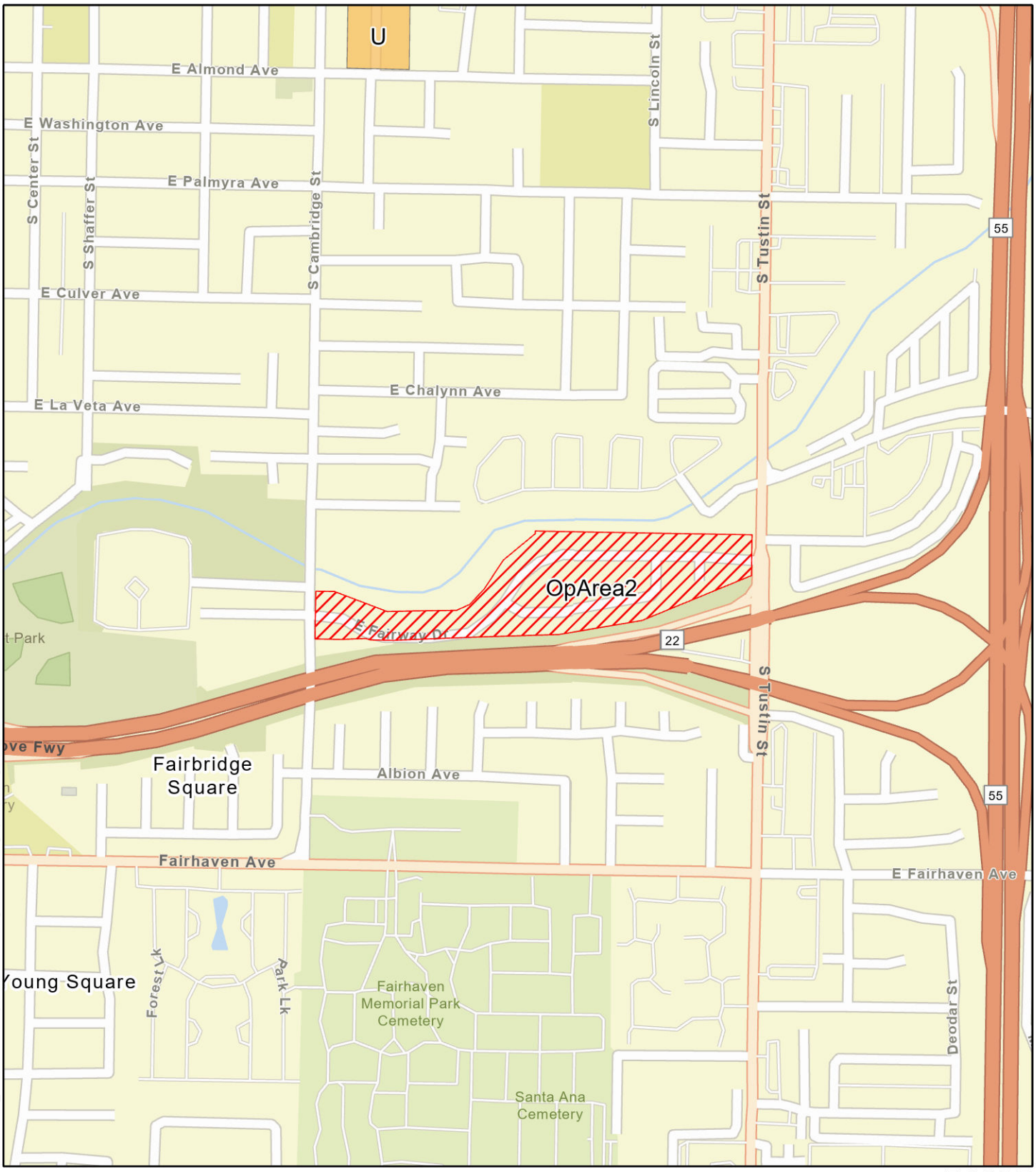
12/12/2024

Source: City of Orange (2024)

Exhibit D

CITY OF ORANGE

Opportunity Area 1



J:\Production_Environment\Projects\PermitParking\PermitParking.aprx\Parking Permit Areas

City of Orange
Geographic Information System

Legend

- NPPP Opportunity Area 2
- Area U

N
W E
S

0 250 500
Feet

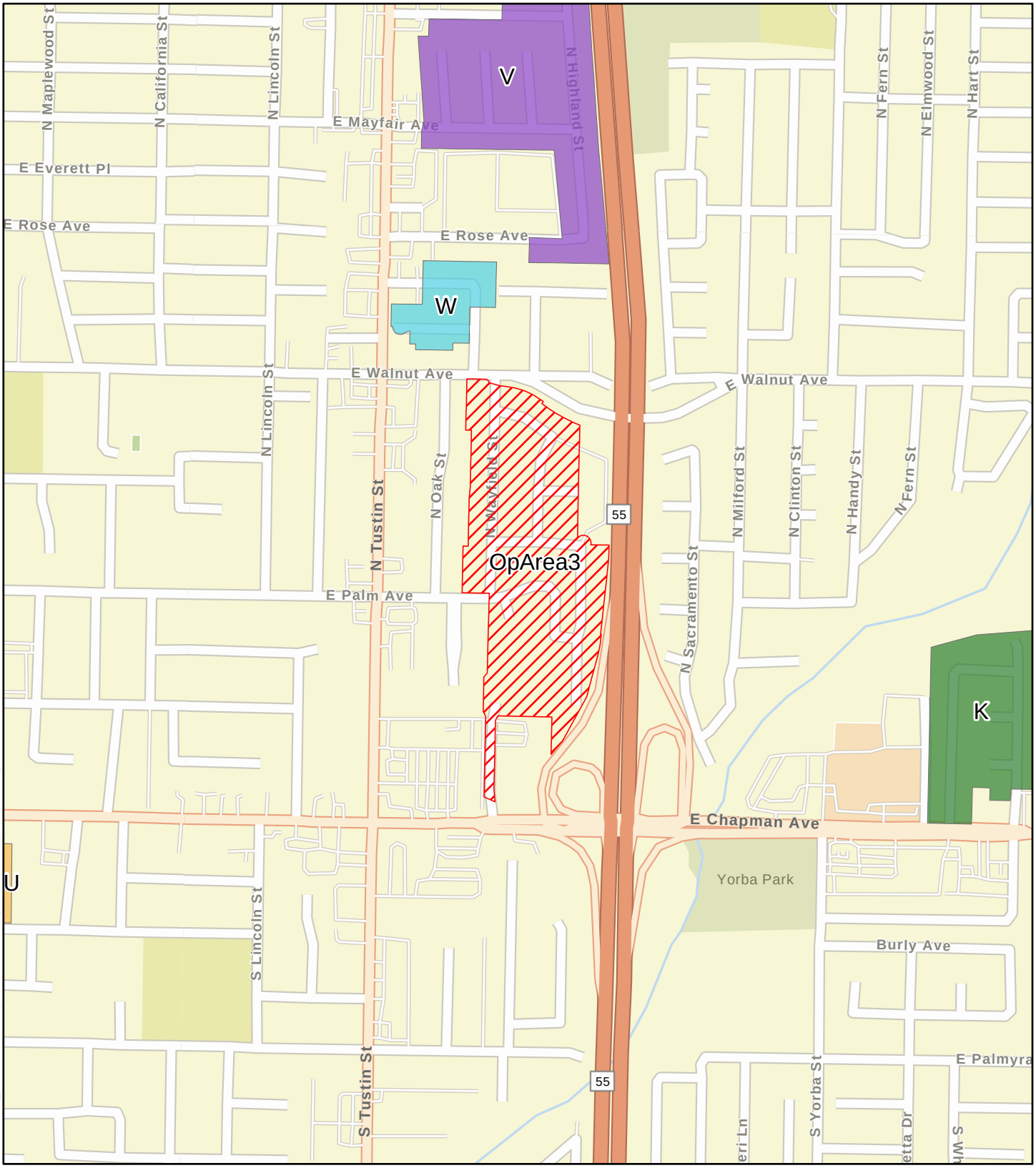
1/20/2025

Source: City of Orange (2024)

Exhibit E

CITY OF ORANGE

Opportunity Area 2



City of Orange
Geographic Information System

Legend

- NPPP Opportunity Area 3
- Area K
- Area U
- Area V
- Area W

0 250 500
Feet

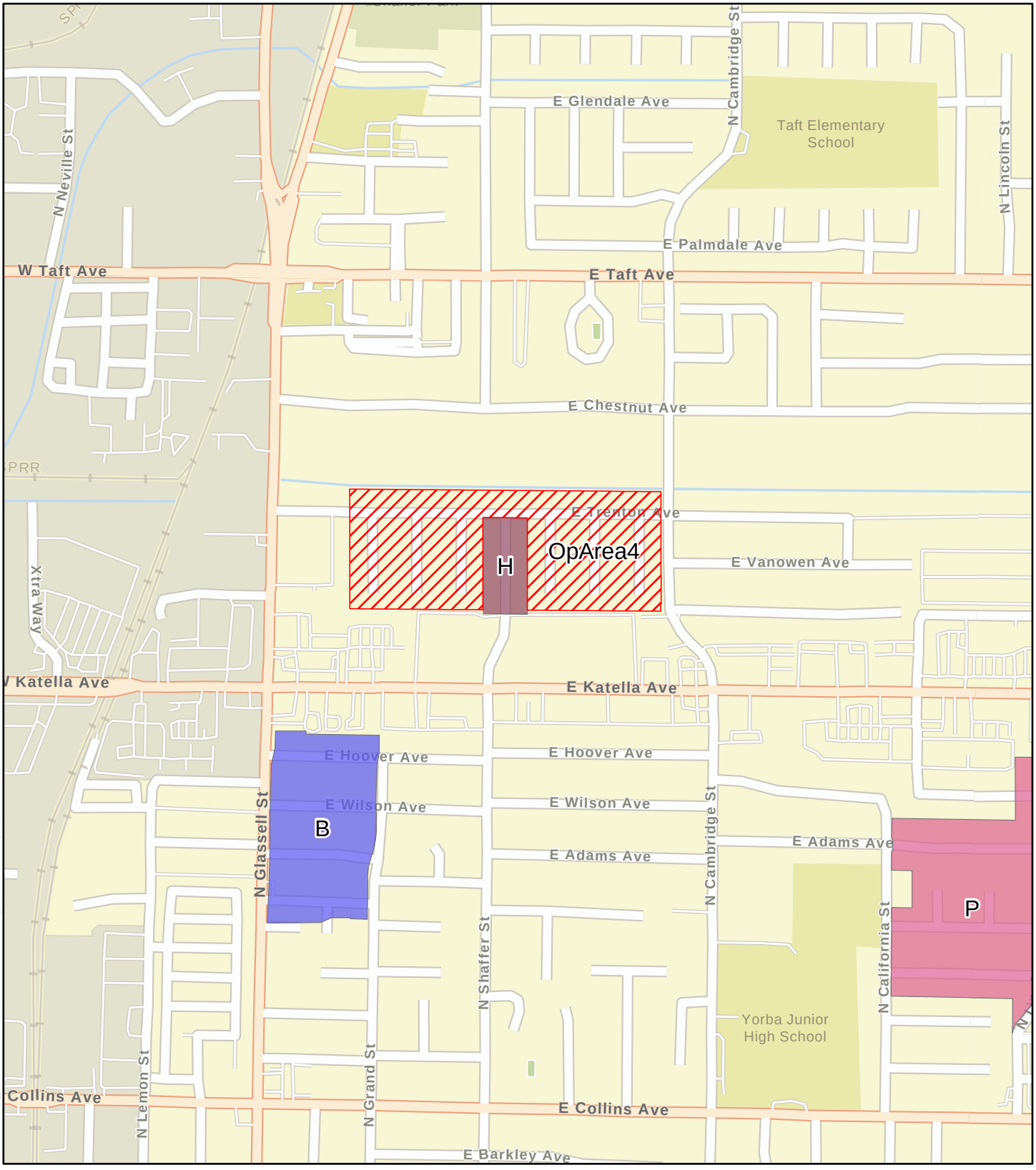
12/12/2024

Source: City of Orange (2024)

Exhibit F

CITY OF ORANGE

Opportunity Area 3



J:\Production_Environment\Projects\PermitParking\PermitParking.aprx\Parking Permit Areas

City of Orange
Geographic Information System

Legend

- NPPP Opportunity Area 4
- Area B
- Area H
- Area P

Exhibit G

0 250 500
Feet

12/12/2024

Source: City of Orange (2024)

CITY OF ORANGE

Opportunity Area 4



J:\Production_Environment\Projects\PermitParking\PermitParking.aprx\Parking Permit Areas

City of Orange
Geographic Information System

Legend

NPPP Opportunity Area 5

Exhibit H

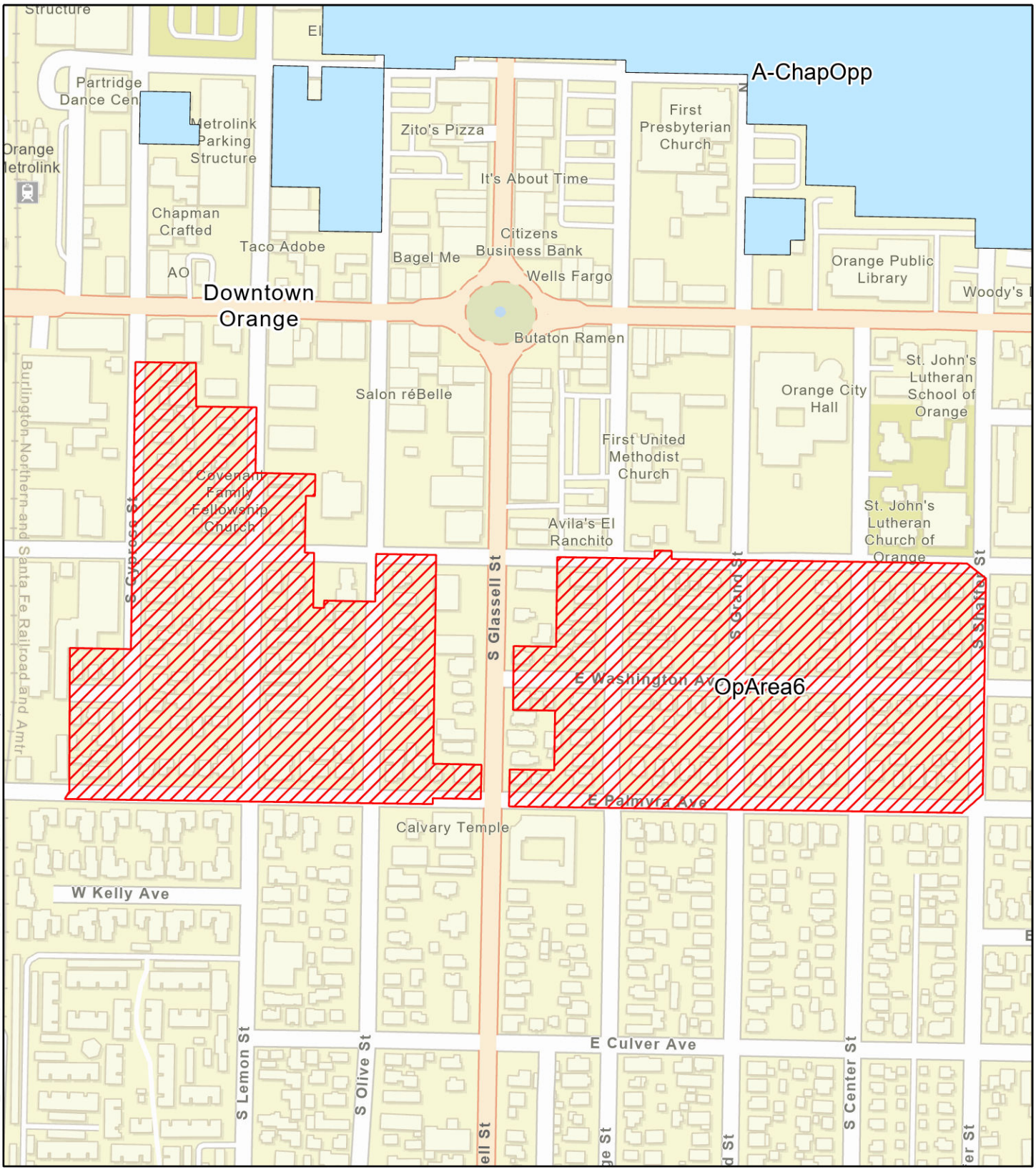
0 250 500
Feet

12/12/2024

Source: City of Orange (2024)

CITY OF ORANGE

Opportunity Area 5



J:\Production_Environment\Projects\PermitParking\PermitParking.aprx\NPPP Resolution | Greater Downtown - Portrait

City of Orange
Geographic Information System

Legend

- Area "A" Chapman
- Opportunity Area 6

Exhibit I

N W E S

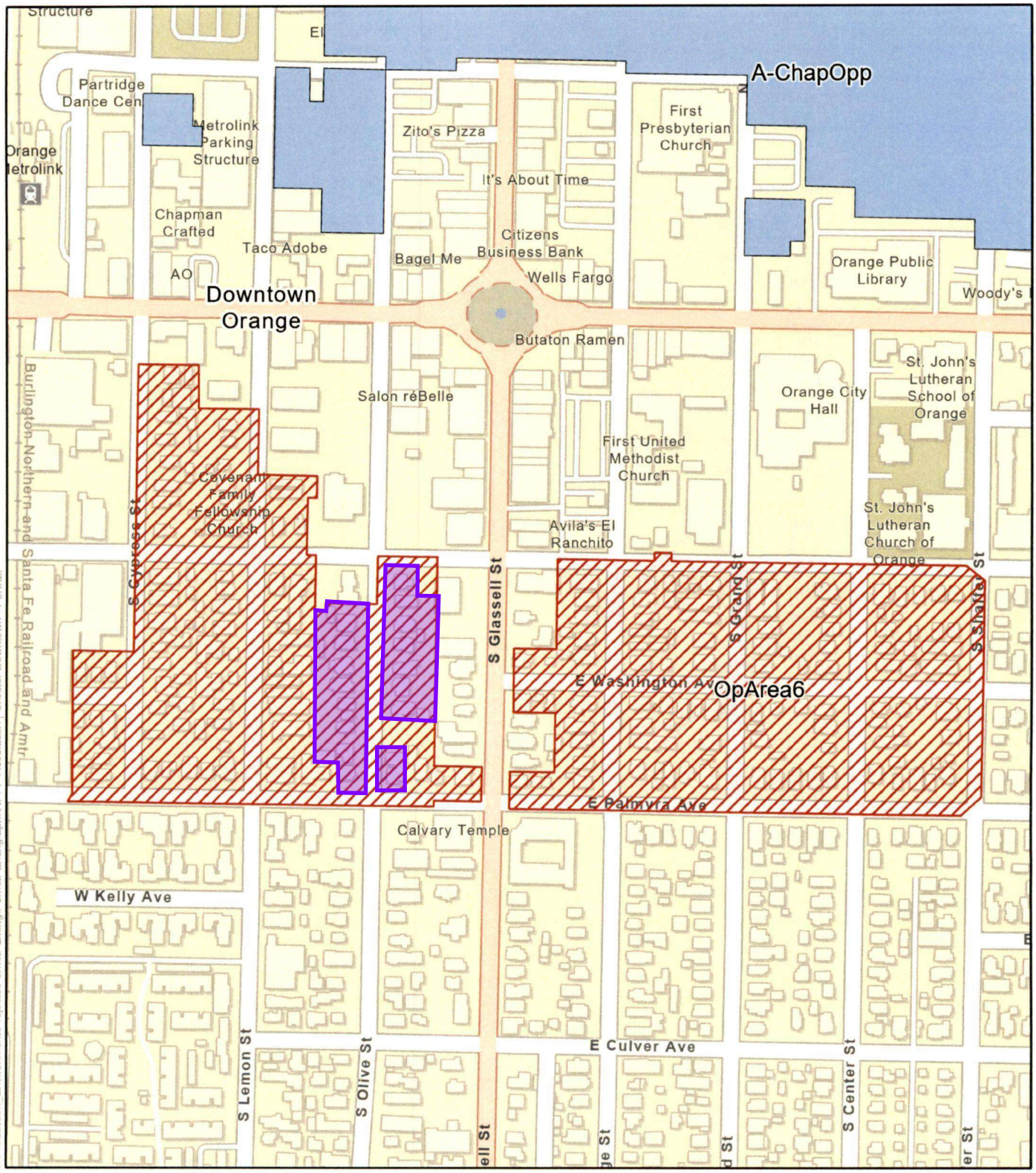
0 250 500 Feet

1/22/2025

Source: City of Orange (2025)

CITY OF ORANGE

Opportunity Area 6



City of Orange
Geographic Information System

Legend

- Area "A" Chapman
- Opportunity Area 6
- Subject Area

N W E S

0 250 500 Feet

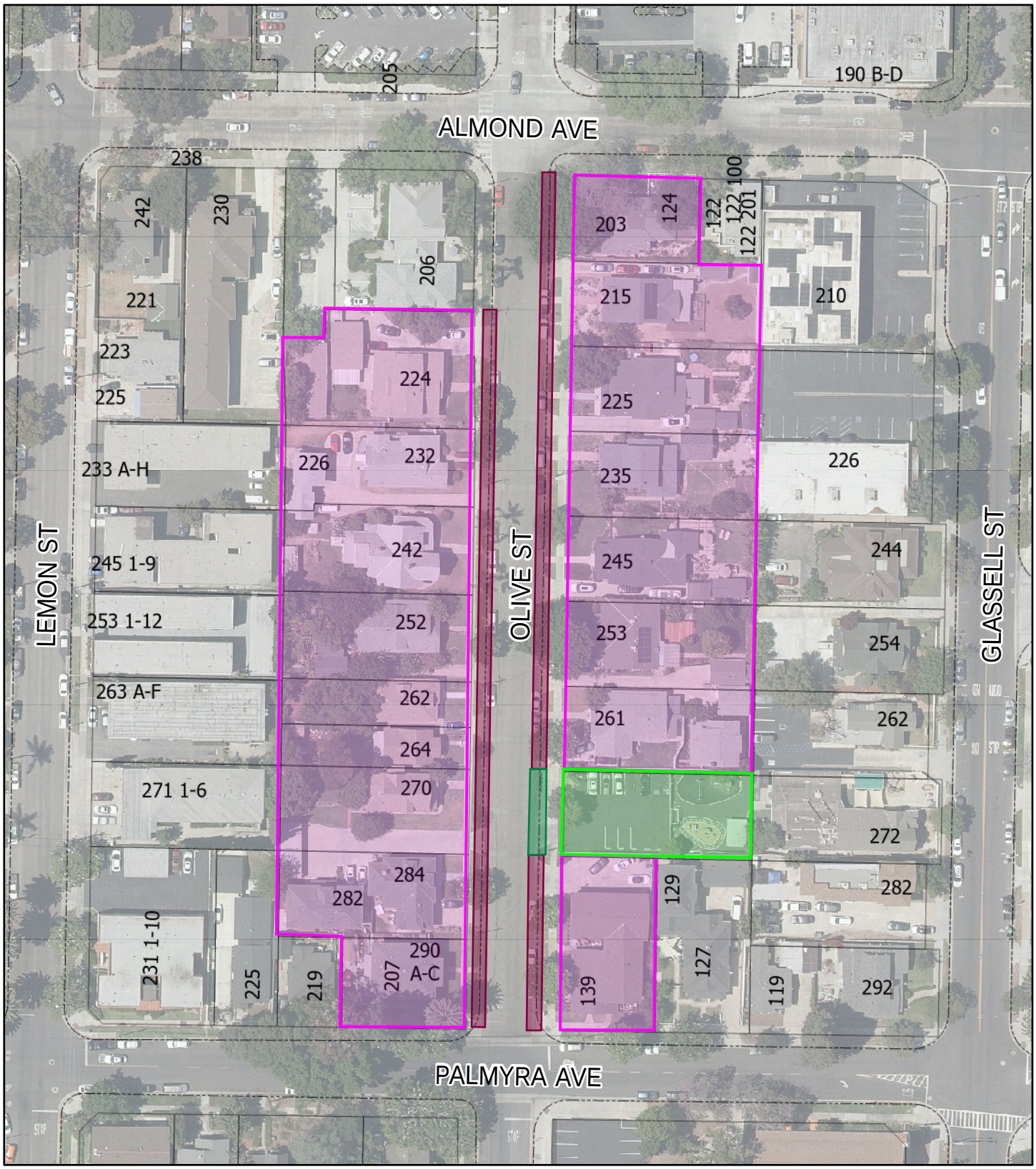
1/22/2025

Source: City of Orange (2025)

Permit Parking Olive St

CITY OF ORANGE

Opportunity Area 6



City of Orange
Geographic Information System

Legend

- Petition Area
- Proposed Permit Parking Area
- Not Eligible for Permits (Non-residential)
- Unrestricted

Permit Parking Olive St

CITY OF ORANGE

ACTIVATION MAP

4/15/2026

Source: City of Orange (2025)

Agenda Item

City Traffic Commission

Item #: 4.1. 4/8/2026 **File #:** 26-0137

TO: **Chair and Members of the City Traffic Commission**

THRU: **Larry Tay, Deputy Public Works Director/Traffic Engineer**

FROM: **Jose A La Torre, Transportation Analyst**

1. SUBJECT
Request for permit parking on both sides of Olive Street from Almond Avenue to Palmyra Avenue.

2. SUMMARY
A request for permit parking on Olive Street, which is located within Opportunity Area "6", was made and evaluated in accordance with the City's Neighborhood Permit Parking Program. The request meets the intent and minimum requirements of the Permit Parking Program.

3. RECOMMENDED ACTION
1. Approve the implementation of permit parking along the residential frontages on both sides of Olive Street from Almond Avenue to Palmyra Avenue.
2. 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:

A property owner on the affected block of Olive Street submitted a request to implement permit parking. The subject street is outlined and shown on the attached Area Map. In accordance with the City's Neighborhood Permit Parking Program (NPPP), staff performed an initial screening of the study area to determine the following:

1. Whether the street is eligible for permit parking; and

2. If so, does said street lie within a City-defined permit parking opportunity area with a streamlined implementation procedure.

The NPPP provides a mechanism for protecting residential streets from external parking overflow

when certain criteria are satisfied. To streamline the permit parking application process in certain highly parked areas, the City Council established seven Permit Parking Opportunity Areas (PPOA's). PPOA's are subject to different criteria and procedures. Specifically, the application fee and parking occupancy study are waived, and the required neighborhood support level is reduced from 75% to 55%.

Since Olive Street qualifies for permit parking and is in a designated PPOA, it does not need to meet a minimum parking occupancy level, but must receive sufficient support from property owners before a permit parking recommendation can be made. The details of the petition results are outlined below.

Petition Results:

Because a minimum parking occupancy level was not required on Olive Street, petitions were circulated for the property owners on the street. The petition letter and a list of permit parking advantages and disadvantages were provided by the Traffic Division to each property owner on the street. The table below shows the results of the neighborhood polling.

Affected Street	Household in Favor		Household Opposed		Unreturned	
Olive Street	13	76%	1	6%	3	18%

The results of the petition process indicated that Olive Street exceeds the required minimum 55% of property owners in favor of the permit parking program.

Findings:

Since the level of stakeholder support meets the minimum requirements under the City's NPPP, permit parking is recommended.

It should be kept in mind that any vehicle parking 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 Letter

EXCERPT OF DRAFT MINUTES OF A MEETING OF THE ORANGE TRAFFIC COMMISSION HELD ON APRIL 8, 2026

This document was created prior to minutes approval by the Commission, for the purpose of enabling staff to execute recommended actions.

4.1. Request for permit parking on both sides of Olive Street from Almond Avenue to Palmyra Avenue.

Transportation Analyst Jose A La Torre provided a brief staff report utilizing a PowerPoint Presentation.

Public Speakers
Andy Wile, and Glen Stern spoke in favor.

Devan McLeroy, Vickie Laughlin, Zachary Jones and Andrea Menendez generally support permit parking but expressed concern if permit parking were not expanded to surrounding streets.

Christopher Bui, representing Ricca Donna Salon, spoke in favor but requested the Salon be able to obtain a limited number of permits for employees.

Patrick Calibar provided clarification regarding a duplex address included in the permit area.

Elizabeth Angel raised questions regarding permit allocation and fee structure, particularly as it applies to multi-unit properties.

Responding to Commissioner inquiry, staff clarified a maximum of 5 (five) permits per unit are available.

A motion was made by Chair Feliz, seconded by Commissioner Chavarria, to: 1. Approve the implementation of permit parking along the residential frontages on both sides of Olive Street from Almond Avenue to Palmyra Avenue. 2. Forward to the City Council for final action. The motion carried by the following vote:

Ayes: Barbeito, Chavarria, Redding, Freeman, and Feliz
Noes: None
Absent: Ricci

DRAFT

The minutes will be considered at the next regular meeting of the Traffic Commission on June 10, 2026.

City of Orange
Public Works Department
300 E. Chapman Ave.
Orange, CA 92866

April 15, 2026

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):

- **Both sides of Olive Street from Almond Avenue to Palmyra Avenue.**

The matter will be considered at the **April 28, 2026,** meeting of the City Council. The meeting is scheduled at **6:00 p.m**., in the **City Council Chamber**, located at 300 East Chapman Avenue.

You and any other interested party are encouraged to attend this meeting and express your opinions and/or concerns regarding this issue. Please feel free to contact Jose A La Torre at (714) 744-5537 or jalatorre@cityoforange.org if you have any questions.

Sincerely,

Larry Tay, P.E., PTOE
Deputy Public Works Director/
City Traffic Engineer

LT/fv

Agenda Item

Orange City Council

Item #: 10.3. 4/28/2026 **File #:** 26-0221

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

FROM: **Jarad Hildenbrand, City Manager**

1. SUBJECT

Consideration of Resolutions pertaining to the November 3, 2026 General Municipal Election including a one-cent Transactions and Use Tax (Sales Tax) Measure

2. SUMMARY

For several years, the City of Orange has grappled with significant financial constraints. In response, for the past several years, the City has reduced services to balance the budget. After making considerable reductions, continued cost increases coupled with lagging revenues have resulted in a roughly $20 million operating deficit for Fiscal Year 2026- 2027. To address this deficit for Fiscal Year 2026-2027, the City eliminated or froze over 50 full-time equivalent positions, reduced its operating expenditures even further, and intends to transfer $17 million from the City's Emergency Medical Transfer Fund, Capital Improvement Plan Fund, and Equipment Replacement Fund. This is a short-term solution to an ongoing structural budget deficit. Consistent and ongoing revenue is necessary to not only balance the City's budget, but fund and restore community programs and services. Per City Council direction at the March 24, 2026, City Council meeting, staff is proposing resolutions pertaining to the November 3, 2026 General Municipal Election including a draft 1¢ Transactions and Use Tax (Sales Tax) ballot measure for the City Council's consideration.

Over the past two budget cycles, the City has already implemented significant efficiency measures, including the elimination or freezing of over 50 full-time positions, reductions in service levels, and the deferral of capital investments. These actions reflect a comprehensive, multi-year effort to identify operational efficiencies and reduce expenditures wherever feasible. As a result, the City's current staffing levels are at or near a 20-year low, and General Fund operating expenditures have remained nearly flat despite rising costs. At this stage, additional reductions would not represent efficiency gains, but rather further reductions in core City services.

3. RECOMMENDED ACTION

1. Adopt Resolution No. 11670. A Resolution of the City Council of the City of Orange Calling and Giving Notice of a General Municipal Election to be held on Tuesday, November 3, 2026, for the election of certain officers as required by the provisions of the laws of the State of California relating to General Law cities and for the submission to the voters a question relating to a local general transactions and use tax (Sales Tax).
2. Adopt Resolution No. 11671. A Resolution of the City Council of the City of Orange adopting regulations for candidates for elective office pertaining to candidates' statements submitted to the voters at an election to be held on Tuesday, November 3, 2026.
3. Adopt Resolution No. 11673. A Resolution of the City Council of the City of Orange Requesting the Board of Supervisors of the County of Orange to consolidate a General Municipal Election to

be held on Tuesday, November 3, 2026 with the Statewide General Election to be held on the same date pursuant to Elections Code Section 10403.

4. Identify Members of the City Council to file arguments for and/or against the measure and adopt Resolution No. 11672. A Resolution of the City Council of the City of Orange setting priorities for filing written arguments regarding a City measure and directing the City Attorney to prepare an impartial analysis for the measure to be submitted to the voters at the General Municipal Election to be held on Tuesday, November 3, 2026.
5. Adopt Resolution No. 11674. A Resolution of the City Council of the City of Orange providing for the filing of rebuttal arguments for City measures submitted at municipal elections.

4. FISCAL IMPACT

The estimated expense to hold the November 3, 2026, General Municipal Election including one ballot measure is $218,500 and will be included in the Fiscal Year 2026-27 General Fund (100) budget.

5. STRATEGIC PLAN GOALS

Goal 2: Enhance Economic Development and Achieve Fiscal Sustainability.

6. DISCUSSION AND BACKGROUND

Calling of November 3, 2026, General Municipal Election

The proposed resolutions initiate the process for conducting the City's General Municipal Election to be held on November 3, 2026, for the purpose of electing a Mayor; one Councilmember each from Districts 1, 4, and 6; and potentially placing a one-cent sales tax measure on the ballot, as discussed below.

Proposed One-Cent Sales Tax Measure

The City of Orange (City) has been grappling with significant budget challenges for the past several years. In preparation for the Fiscal Year 2024-2025 (FY25) Annual Operating Budget, the City projected a $19 million operating deficit. To address the projected FY25 deficit, the City held multiple meetings and ultimately made several service reductions. Despite these reductions, the City continued to face a nearly $8 million projected operating deficit when the budget was adopted on June 25, 2024.

Through 2024, the City continued to discuss and implement additional service reductions to lessen the operating deficit, some of which, are still in place today. Some of the reductions included:

- Reducing the Orange Public Library's operating hours
- Eliminating ongoing maintenance of the Santiago Creek
- Eliminating Lyons Security at the Old Towne parking garage
- Eliminating sidewalk steam cleaning
- Eliminating City-sponsored events (e.g., 3rd of July), and instead, contracting with non-profit organizations willing to produce the event(s)
- Holding five firefighter positions vacant

- Holding six police officer positions vacant

As FY25 ended, actual expenditure and revenues reflected a minimal operating surplus. Although an improvement from where the City began, it is important to note that this small operating surplus was only achieved through significant service reductions and one-time revenue the City received that year. Absent the one-time revenue, the City would have still realized an operating deficit.

In less than two years since the FY25 budget adoption, the City is projected to close Fiscal Year 2025 -2026 (FY26) with a net $2 million deficit despite operating expenditures projected to come under budget. Additionally, even when eliminating or freezing over 50 full-time equivalent positions (including police officer positions), the City began Fiscal Year 2026-2027 (FY27) budget discussions with a projected $20 million operating deficit, seemingly starting right back in the same financial position as the City did during FY25 discussions.

Despite these reductions, the City continues to face structural budget challenges driven primarily by revenue growth that has not kept pace with inflation and the rising cost of providing municipal services. This structural imbalance is not unique to Orange, but reflects broader trends affecting municipal governments statewide, where revenues grow incrementally while costs, particularly in public safety, pensions, and infrastructure, continue to rise at a faster and more volatile pace.

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Despite these increases, the City has remained disciplined in its spending. Setting aside debt service and transfers out, the City General Fund Operating expenditures, on average, has increased roughly 2% since FY24 (see Table I - General Fund Expenditures). The larger increase from FY24 to FY25 was mostly due to cost allocation and does not reflect true expenditure increases. This is further demonstrated with the minimal increases from FY25 to the proposed FY27 budget which shows, on average, a less than 1% increase in spending.

Table I - General Fund Expenditures

Category	**FY24 (Actual)**	**FY25 (Actual)**	**FY26 (Year End Estimate)**	**FY27 (Proposed)**
Operating	$134,409,363	$141,542,790	$141,403,713	$143,221,000
Debt Service	$17,385,681	$17,377,333	$17,515,954	$17,905,400
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Total (With Transfer)	$151,795,317	$159,407,803	$160,374,919	$170,680,900

While economic development remains a key priority, it is not an immediate fiscal solution. Revenue-generating projects typically take several years from entitlement to construction to full revenue realization. As such, economic development is a long-term strategy and cannot address the City's near-term structural deficit within the timeframe necessary to maintain current service levels.

Delaying action in anticipation of future economic development will not maintain the City's current service levels; rather, it will require additional reductions in the near term while those longer-term strategies are still being realized.

The City is also actively evaluating opportunities to better utilize underperforming and surplus assets. However, repositioning or monetizing these assets requires careful planning, market analysis, and, in many cases, multi-year implementation timelines. While these strategies may contribute to long-term fiscal stability, they are not sufficient to address the City's near-term structural deficit.

On the General Fund revenue side (See Table II - General Fund Revenues), the average increase since FY24 is less than 1%. This is well below CPI, and far from keeping pace with cost-of-service increases.

Table II - General Fund Revenues

Category	FY24 (Actual)	FY25 (Actual)	FY26 (Year End Estimate)	FY27 (Proposed)
Revenues (Without Transfer)	$152,055,317	$155,388,022	$153,826,935	$153,686,300

Assuming 1% annual growth, the City will need to draw on available fund balances in future fiscal years to balance its budget. Staff projects that this approach can only continue until Fiscal Year 2030 (FY30), at which point available fund balances will be depleted, leaving the City with no option but to implement significant and immediate service reductions to balance future budgets.

1¢ Transactions and Use Tax (Sales Tax Measure)

On March 24, 2026, the Orange City Council evaluated different revenue options for the City Council's consideration. As a part of that direction, the City Council directed staff to bring back a 1¢ sales tax ballot measure. Provided below is an overview of the draft measure.

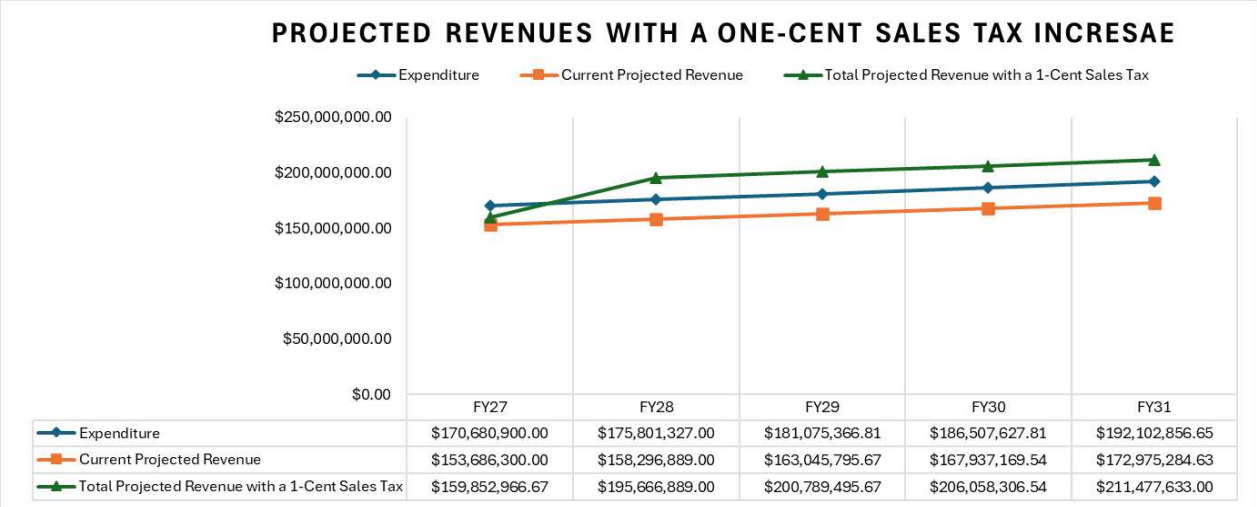
Sales Tax Projections

With a 1¢ sales tax, the City is projecting $37 million in additional revenue to invest back into the Orange community.

In drawing from FY27 projected General Fund revenues (operating revenues only - no transfers from other City funds or one-time revenues) and expenditures (with debt service and transfers) and applying a 3% increase year-after-year (but only applying a 1% increase year-after-year to the one-cent sales tax revenue), the City is slated to realize ongoing surpluses with a 1¢ increase (see Chart I - Projected Revenues with a 1¢ Sales Tax Increase).

Absent the 1¢ increase, the City will realize ongoing deficits.

Chart I - Projected Revenues with a 1¢ Sales Tax Increase



	FY27	FY28	FY29	FY30	FY31
Expenditure	$170,680,900.00	$175,801,327.00	$181,075,366.81	$186,507,627.81	$192,102,856.65
Current Projected Revenue	$153,686,300.00	$158,296,889.00	$163,045,795.67	$167,937,169.54	$172,975,284.63
Total Projected Revenue with a 1-Cent Sales Tax	$159,852,966.67	$195,666,889.00	$200,789,495.67	$206,058,306.54	$211,477,633.00

Sales Tax Mechanics

Sales tax in Orange is currently 7.75%. Of this amount, the City receives 1%. The remaining amount is collected and received by the County of Orange and the State of California.

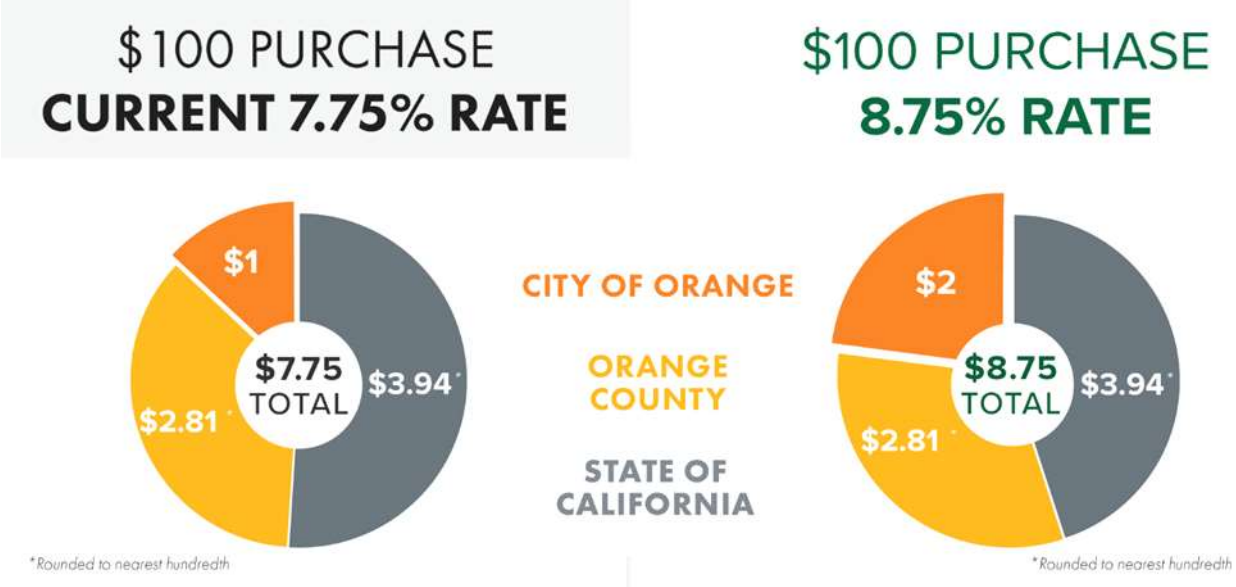
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With voters having approved Measure M (0.5% Orange County Transportation Authority Sales Tax Measure), 1.5% is available for other local sales tax increases. In other words, if the County of Orange or other local districts passed additional local sales tax measures, those would apply to the available cap.

Locally Controlled Revenue

Any revenue generated from a sales tax increase would be locally controlled and retained by the City, meaning it would stay in Orange and cannot be taken by the State of California or County for other uses.

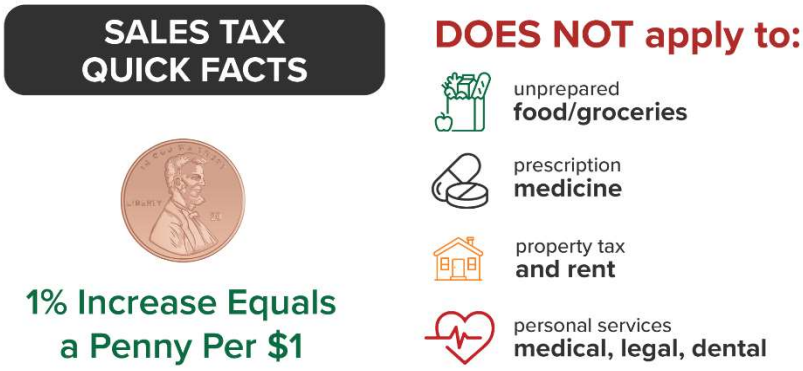
For example, at a 1¢ sales tax rate increase, if someone made a $100 purchase, Orange would receive $2.00 as opposed to the current $1.00 with the County and State of California share remaining the same. All increased revenue would stay in the Orange community.



What is Not Taxed

If Orange voters approved a 1¢ sales tax increase, it would cost an additional 1¢ per $1.00 spent on *taxable* goods. Taxable goods excludes everyday items like unprepared groceries (roughly 70% - 80% of grocery store sales are not taxable), personal services, and rent.

Additionally, it is anticipated that a little over a 1/3 of the increased revenue will derive from non-Orange residents.



Sales Tax in Orange County

In November 2024 election, over 100 ballot measures across the State of California related to sales tax measures. Of those, 25 measures applied to cities in San Bernardino, Los Angeles, and Orange County agencies. Specific to Orange County, voters 11 cities have enacted sales tax increases. These agencies include:

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Accountability and Transparency

The proposed measure includes fiscal accountability/transparency controls including an Independent Oversight Committee (Committee). As drafted, this Committee would be comprised of 11 individuals including:

- One residing member from each City Council Voting District.
- One at-large residing member selected by the Mayor.
- One member active in a business organization representing the City's business community.
- One member active in a bona fide taxpayers' association.
- One member active in a bona fide non-profit located within the City.
- One resident member who is the parent or guardian of a child enrolled in a public, private, or charter school located within the City.

The Committee will be a public Brown Act body, meet quarterly, review audit reports related to the sales tax measure against the Citywide fiscal policy and Orange Community Investment Plan, and make recommendations to the City Council.

Next Steps

In simple terms, the City has already reduced staffing, cut services, and deferred infrastructure investment. Without a new ongoing revenue source, additional reductions to public safety, parks, libraries, infrastructure, and other services will be required. This measure provides the community with a choice: maintain current service levels and reinvest in Orange, or accept further service reductions over time.

To give Orange voters the option to consider a 1¢ sales tax increase, two-thirds (5 out of 7) of the City Council must vote in favor of placing the measure before Orange voters. If approved by the City

Council, provided below is the ballot question that will be presented to the Orange community:

City of Orange Public Safety/Essential Services Measure To maintain City of Orange's quality of life, such as 9-1-1 response; maintaining police/fire protection; preventing crimes/thefts; retaining/attracting well-trained police officers/firefighters; keeping public parks safe/clean; addressing homelessness; wildfire protection/prevention; repairing streets/potholes; critical infrastructure improvements; shall a measure establishing a 1¢ sales tax, providing approximately $37,000,000 annually for general revenue/government purposes, until ended by voters, with independent oversight committee, all funds benefiting Orange residents, be adopted?	Yes	
	No	

Conclusion

In December 2023 and May-June 2024, the City conducted two separate community surveys. The surveys' results made clear that the Orange community values public safety (i.e., 911 response times, fire protection, property crime prevention, etc.), addressing homelessness, repairing streets and potholes, and ensuring our community's children have safe places to play.

Additionally, as a part of the FY27 budget process, staff engaged the Orange community through the *Our Orange Conversation* outreach initiative. Recognizing that public safety is critical to our community, the survey focused on that aspect of City operations. However, the survey also included an open-ended question, giving respondents the opportunity to provide any feedback to the City. The responses were clear - Orange residents cherish this community; they value the work of the Orange Police Department and the Orange City Fire Department, and they want Orange to be a place where residents can enjoy the community and/or raise a family (e.g., parks, roads, and other public areas are clean, safe, and maintained).

Lastly, respondents highlighted that they are concerned about protecting the City's long-term financial stability. In fact, many respondents placed this as the number one priority in recognition that the City's finances must be stable before these valued services can be adequately maintained.

Currently, nearly 70% of the City's General Fund budget is dedicated to the police and fire departments. From this perspective, the City is meeting the demands of the community by allocating the lion share of its resources to public safety. However, with competitive wages offered elsewhere, the City continuously loses police officers to neighboring agencies. Moreover, in FY27 alone, the City is deferring $7 million in capital projects while transferring an additional $10 million out of the capital project fund just to make ends meet. This will result in further deterioration of City facilities and public spaces. Likewise, the City is unable to budget the full amount called for in the City's pavement management plan. While the City's pavement management index is strong today, continued

deferment will lead to costly road maintenance and/or resurfacing projects in the future.

Overall, the City is relying on short-term strategies to balance the City's budget. The City made significant service reductions two years ago only to find that cost increases and lagging revenues have placed the City in the same position going into FY27, and this is despite the City's full-time equivalent workforce being near a 20-year low. This year-to-year approach is not sustainable and can only continue into FY30 without depleting the City's remaining available fund balances.

Absent a new ongoing revenue source, the City will be required to implement additional service reductions, including further impacts to public safety staffing, park maintenance, library services, and infrastructure investment. These reductions would occur incrementally over the next several years as available fund balances are depleted. The City Council is not being asked to choose between efficiency and new revenue. The City has already implemented significant efficiency measures over multiple years. The decision before the Council is whether to maintain current service levels or proceed with additional reductions to core City services.

Should Orange voters approve a 1¢ sales tax measure, staff are developing an Orange Community Investment Plan (OCIP). The OCIP will be a living document serving as a commitment to the Orange community that their additional contributions will be prioritized to stabilize the City's finances, bolster public safety services, maintain and improve the City's roads and infrastructure, ensure that City parks are safe and clean, and restore the events and services that have defined the Orange community. Some of the OCIP priorities may include:

- Continue to fund the Orange Police Department's Real-Time Crime Center - **Estimated at over $1 million** to provide Orange Police Officers with real-time information so they may respond to calls more efficiently and with improved operational intelligence.
- Fund an additional **$3 million annually** in street maintenance to ensure our City streets are deemed to be in "good condition" as evaluated by a third-party pavement management consultant.
- Commit over **$2 million annually** for beautification efforts like improvements to City medians, landscaping, lighting, neighborhood trash and shopping cart pick-up, graffiti removal, and weekly steam cleaning in Old Towne Orange.
- Reinstate police officer positions and adequately fund the City's North Service Planning Area contract or other future services for those experiencing homelessness. In total, this is expected to cost over **$3 million annually** and will provide the City with the resources necessary to connect those experiencing homelessness with critical services.
- Commit **$1 million annually** to help implement the City's safe routes to school plan.
- Commit **$3 million annually** for vehicle replacement including public safety vehicles.
- Commit **$5 million annually** to address deferred facility maintenance, ensuring the City's facilities and the overall beautification of the community is enhanced and preserved.

7. ATTACHMENTS

- Resolution No. 11670

- Resolution No. 11671
- Resolution No. 11673
- Resolution No. 11672
- Resolution No. 11674

Agenda Item

Orange City Council

Item #: 10.3. 4/28/2026 **File #:** 26-0221

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

FROM: **Jarad Hildenbrand, City Manager**

1. SUBJECT

Consideration of Resolutions pertaining to the November 3, 2026 General Municipal Election including a one-cent Transactions and Use Tax (Sales Tax) Measure

2. SUMMARY

For several years, the City of Orange has grappled with significant financial constraints. In response, for the past several years, the City has reduced services to balance the budget. After making considerable reductions, continued cost increases coupled with lagging revenues have resulted in a roughly $20 million operating deficit for Fiscal Year 2026- 2027. To address this deficit for Fiscal Year 2026-2027, the City eliminated or froze over 50 full-time equivalent positions, reduced its operating expenditures even further, and intends to transfer $17 million from the City's Emergency Medical Transfer Fund, Capital Improvement Plan Fund, and Equipment Replacement Fund. This is a short-term solution to an ongoing structural budget deficit. Consistent and ongoing revenue is necessary to not only balance the City's budget, but fund and restore community programs and services. Per City Council direction at the March 24, 2026, City Council meeting, staff is proposing resolutions pertaining to the November 3, 2026 General Municipal Election including a draft 1¢ Transactions and Use Tax (Sales Tax) ballot measure for the City Council's consideration.

Over the past two budget cycles, the City has already implemented significant efficiency measures, including the elimination or freezing of over 50 full-time positions, reductions in service levels, and the deferral of capital investments. These actions reflect a comprehensive, multi-year effort to identify operational efficiencies and reduce expenditures wherever feasible. As a result, the City's current staffing levels are at or near a 20-year low, and General Fund operating expenditures have remained nearly flat despite rising costs. At this stage, additional reductions would not represent efficiency gains, but rather further reductions in core City services.

3. RECOMMENDED ACTION

1. Adopt Resolution No. 11670. A Resolution of the City Council of the City of Orange Calling and Giving Notice of a General Municipal Election to be held on Tuesday, November 3, 2026, for the election of certain officers as required by the provisions of the laws of the State of California relating to General Law cities and for the submission to the voters a question relating to a local general transactions and use tax (Sales Tax)
2. Adopt Resolution No. 11671. A Resolution of the City Council of the City of Orange adopting regulations for candidates for elective office pertaining to candidates' statements submitted to the voters at an election to be held on Tuesday, November 3, 2026.
3. Adopt Resolution No. 11673. A Resolution of the City Council of the City of Orange Requesting the Board of Supervisors of the County of Orange to consolidate a General Municipal Election to

be held on Tuesday, November 3, 2026 with the Statewide General Election to be held on the same date pursuant to Elections Code Section 10403.

4. Identify Members of the City Council to file arguments for or against the measure and adopt Resolution No. 11672. A Resolution of the City Council of the City of Orange setting priorities for filing written arguments regarding a City measure and directing the City Attorney to prepare an impartial analysis for the measure to be submitted to the voters at the General Municipal Election to be held on Tuesday, November 3, 2026.
5. Adopt Resolution No. 11674. A Resolution of the City Council of the City of Orange providing for the filing of rebuttal arguments for City measures submitted at municipal elections.

4. FISCAL IMPACT

The estimated expense to hold the November 3, 2026, General Municipal Election including one ballot measure is $218,500 and will be included in the Fiscal Year 2026-27 General Fund (100) budget.

5. STRATEGIC PLAN GOALS

Goal 2: Enhance Economic Development and Achieve Fiscal Sustainability.

6. DISCUSSION AND BACKGROUND

Calling of November 3, 2026, General Municipal Election

The proposed resolutions initiate the process for conducting the City's General Municipal Election to be held on November 3, 2026, for the purpose of electing a Mayor; one Councilmember each from Districts 1, 4, and 6; and potentially placing a one-cent sales tax measure on the ballot, as discussed below.

Proposed One-Cent Sales Tax Measure

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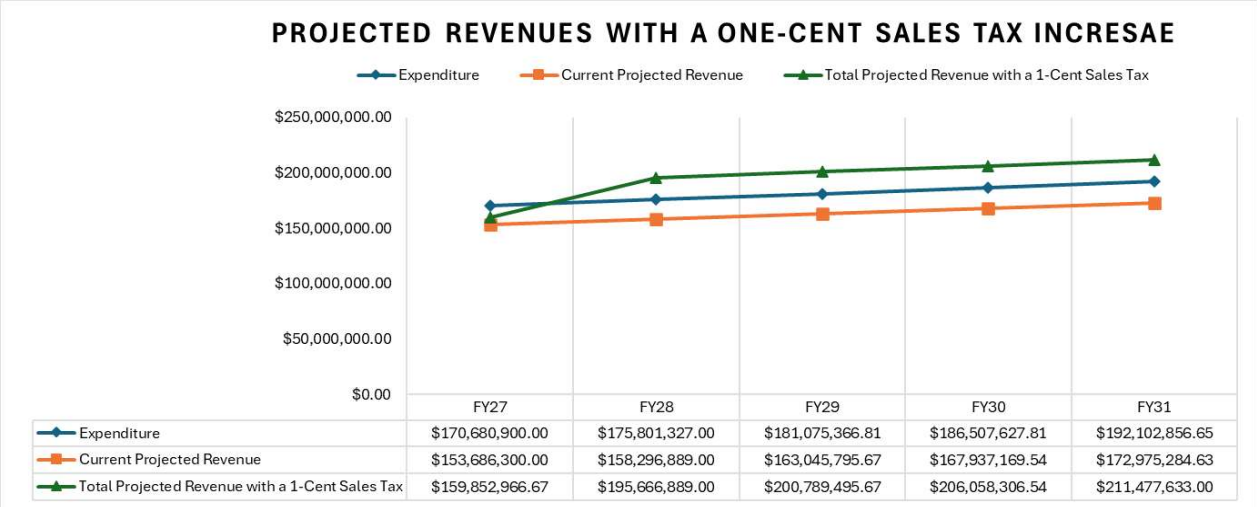
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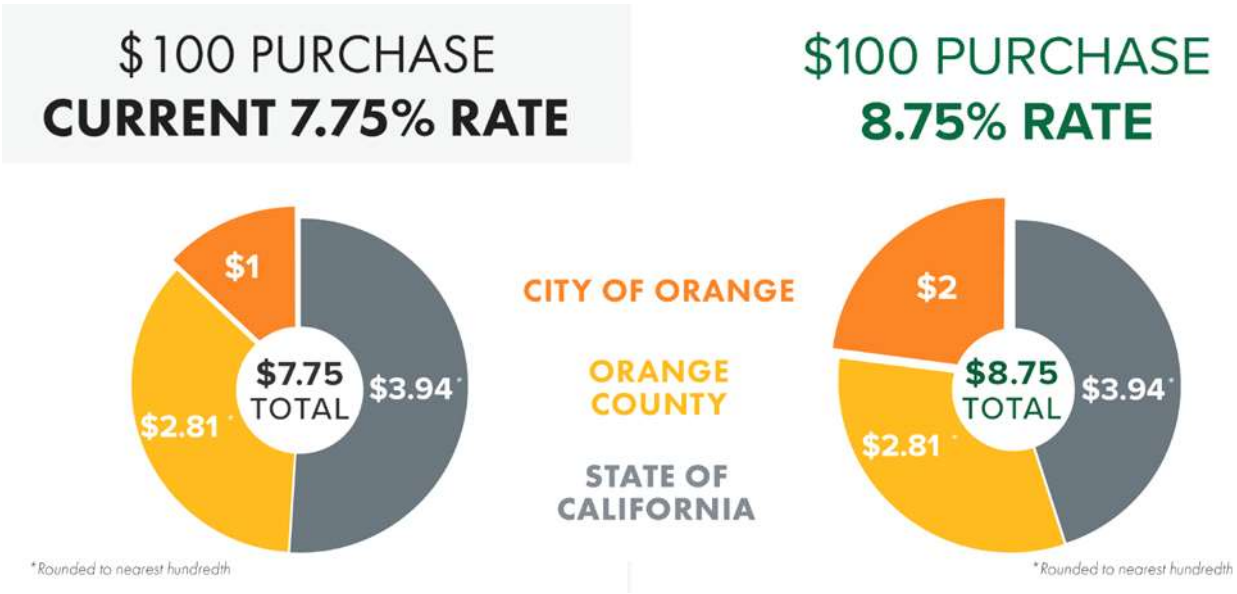
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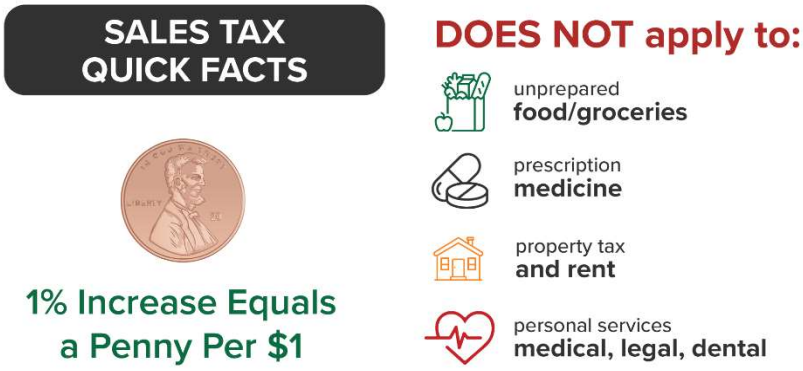
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- One member active in a bona fide non-profit located within the City.
- One resident member who is the parent or guardian of a child enrolled in a public, private, or charter school located within the City.

The Committee will be a public Brown Act body, meet quarterly, review audit reports related to the sales tax measure against the Citywide fiscal policy and Orange Community Investment Plan, and make recommendations to the City Council.

Next Steps

In simple terms, the City has already reduced staffing, cut services, and deferred infrastructure investment. Without a new ongoing revenue source, additional reductions to public safety, parks, libraries, infrastructure, and other services will be required. This measure provides the community with a choice: maintain current service levels and reinvest in Orange, or accept further service reductions over time.

To give Orange voters the option to consider a 1¢ sales tax increase, two-thirds (5 out of 7) of the City Council must vote in favor of placing the measure before Orange voters. If approved by the City

Council, provided below is the ballot question that will be presented to the Orange community:

City of Orange Public Safety/Essential Services Measure To maintain City of Orange's quality of life, such as 9-1-1 response; maintaining police/fire protection; preventing crimes/thefts; retaining/attracting well-trained police officers/firefighters; keeping public parks safe/clean; addressing homelessness; wildfire protection/prevention; repairing streets/potholes; critical infrastructure improvements; shall a measure establishing a 1¢ sales tax, providing approximately $37,000,000 annually for general revenue/government purposes, until ended by voters, with independent oversight committee, all funds benefiting Orange residents, be adopted?	Yes	
	No	

Conclusion

In December 2023 and May-June 2024, the City conducted two separate community surveys. The surveys' results made clear that the Orange community values public safety (i.e., 911 response times, fire protection, property crime prevention, etc.), addressing homelessness, repairing streets and potholes, and ensuring our community's children have safe places to play.

Additionally, as a part of the FY27 budget process, staff engaged the Orange community through the *Our Orange Conversation* outreach initiative. Recognizing that public safety is critical to our community, the survey focused on that aspect of City operations. However, the survey also included an open-ended question, giving respondents the opportunity to provide any feedback to the City. The responses were clear - Orange residents cherish this community; they value the work of the Orange Police Department and the Orange City Fire Department, and they want Orange to be a place where residents can enjoy the community and/or raise a family (e.g., parks, roads, and other public areas are clean, safe, and maintained).

Lastly, respondents highlighted that they are concerned about protecting the City's long-term financial stability. In fact, many respondents placed this as the number one priority in recognition that the City's finances must be stable before these valued services can be adequately maintained.

Currently, nearly 70% of the City's General Fund budget is dedicated to the police and fire departments. From this perspective, the City is meeting the demands of the community by allocating the lion share of its resources to public safety. However, with competitive wages offered elsewhere, the City continuously loses police officers to neighboring agencies. Moreover, in FY27 alone, the City is deferring $7 million in capital projects while transferring an additional $10 million out of the capital project fund just to make ends meet. This will result in further deterioration of City facilities and public spaces. Likewise, the City is unable to budget the full amount called for in the City's pavement management plan. While the City's pavement management index is strong today, continued

deferment will lead to costly road maintenance and/or resurfacing projects in the future.

Overall, the City is relying on short-term strategies to balance the City's budget. The City made significant service reductions two years ago only to find that cost increases and lagging revenues have placed the City in the same position going into FY27, and this is despite the City's full-time equivalent workforce being near a 20-year low. This year-to-year approach is not sustainable and can only continue into FY30 without depleting the City's remaining available fund balances.

Absent a new ongoing revenue source, the City will be required to implement additional service reductions, including further impacts to public safety staffing, park maintenance, library services, and infrastructure investment. These reductions would occur incrementally over the next several years as available fund balances are depleted. The City Council is not being asked to choose between efficiency and new revenue. The City has already implemented significant efficiency measures over multiple years. The decision before the Council is whether to maintain current service levels or proceed with additional reductions to core City services.

Should Orange voters approve a 1¢ sales tax measure, staff are developing an Orange Community Investment Plan (OCIP). The OCIP will be a living document serving as a commitment to the Orange community that their additional contributions will be prioritized to stabilize the City's finances, bolster public safety services, maintain and improve the City's roads and infrastructure, ensure that City parks are safe and clean, and restore the events and services that have defined the Orange community. Some of the OCIP priorities may include:

- Continue to fund the Orange Police Department's Real-Time Crime Center - **Estimated at over $1 million** to provide Orange Police Officers with real-time information so they may respond to calls more efficiently and with improved operational intelligence.
- Fund an additional **$3 million annually** in street maintenance to ensure our City streets are deemed to be in "good condition" as evaluated by a third-party pavement management consultant.
- Commit over **$2 million annually** for beautification efforts like improvements to City medians, landscaping, lighting, neighborhood trash and shopping cart pick-up, graffiti removal, and weekly steam cleaning in Old Towne Orange.
- Reinstate police officer positions and adequately fund the City's North Service Planning Area contract or other future services for those experiencing homelessness. In total, this is expected to cost over **$3 million annually** and will provide the City with the resources necessary to connect those experiencing homelessness with critical services.
- Commit **$1 million annually** to help implement the City's safe routes to school plan.
- Commit **$3 million annually** for vehicle replacement including public safety vehicles.
- Commit **$5 million annually** to address deferred facility maintenance, ensuring the City's facilities and the overall beautification of the community is enhanced and preserved.

7. ATTACHMENTS

- Resolution No. 11670

- Resolution No. 11671
- Resolution No. 11673
- Resolution No. 11672
- Resolution No. 11674

RESOLUTION NO. 11670

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE CALLING AND GIVING NOTICE OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES AND FOR THE SUBMISSION TO THE VOTERS A QUESTION RELATING TO A LOCAL GENERAL TRANSACTIONS AND USE TAX (SALES TAX)

WHEREAS, under the provisions of the laws relating to General Law Cities in the State of California, a General Municipal Election shall be held on November 3, 2026, for the election of Municipal Officers; and

WHEREAS, California Revenue and Taxation Code Section 7285.9 authorizes the City to levy a general transactions and use tax (sales tax); and

WHEREAS, the City Council also desires to submit to the voters at the election a question relating to the adoption of a proposed sales tax, the proceeds of which would be available for general governmental purposes; and

WHEREAS, the City of Orange provides a full range of municipal services, including police, fire, emergency response, infrastructure maintenance, community and library services, which support the public health, safety, and welfare of residents and businesses; and

WHEREAS, the City faces ongoing fiscal demands, including significant unfunded infrastructure and capital improvement needs, as well as increasing costs to maintain existing service levels; and

WHEREAS, maintaining reliable funding for essential City services, including public safety, emergency response, infrastructure, and community programs, is necessary to preserve the quality of life in the City and support continued economic stability; and

WHEREAS, the proposed measure would increase the sales tax rate within the City by one percent (1.00%), which is equivalent to one cent ($0.01) for every one dollar ($1.00) spent on taxable goods; and

WHEREAS, the proposed tax would apply to the sale of tangible personal property subject to taxation under state law and would not apply to items that are exempt from sales tax under California law, including groceries and prescription medicine.

NOW, THEREFORE, the City Council of the City of Orange does hereby resolve, declare, determine and order as follows:

SECTION l. That pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of Orange, on Tuesday, November 3, 2026, a General Municipal Election for the purpose of electing a Mayor for the full term of two (2) years; one (1) Member of the City Council from District 1 for the full term of four (4) years; one (1) Member of the City Council from District 4 for a full term of four (4) years; and one (1) Member of the City Council from District 6 for the full term of four (4) years.

SECTION 2. That the City Council, pursuant to its right and authority, does order submitted to the voters at the General Municipal Election the following question:

City of Orange Public Safety/Essential Services Measure To maintain City of Orange's quality of life, such as 9-1-1 response; maintaining police/fire protection; preventing crimes/thefts; retaining/attracting well-trained police officers/firefighters; keeping public parks safe/clean; addressing homelessness; wildfire protection/prevention; repairing streets/potholes; critical infrastructure improvements; shall a measure establishing a 1¢ sales tax, providing approximately $37,000,000 annually for general revenue/government purposes, until ended by voters, with independent oversight committee, all funds benefiting Orange residents, be adopted?	YES NO

SECTION 3. That the proposed complete text of the ordinance submitted to the voters is attached as Exhibit A.

SECTION 4. That the vote requirement for the measure to pass is a majority (50%+1) of the votes cast.

SECTION 5. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 6. That the City Clerk is authorized, instructed and directed to coordinate with the County of Orange Registrar of Voters to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 7. That the vote center locations and hours of operations, ballot drop box locations and hours of operations, vote-by-mail procedures and timing, the election officers, and all other persons and procedures for the General Municipal Election shall be the same as those utilized by the County of Orange and in compliance with the Elections Code of the State of California. In addition, the vote centers for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the vote centers shall be closed, pursuant to Election Code § 10242, except as provided in §§ 14212, 14401 of the Elections Code of the State of California.

SECTION 8. In all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 9. Notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in the time, form and manner as required by law.

SECTION 10. In the event of a tie vote (if any two or more persons receive an equal and the highest number of votes for an office) as certified by the County of Orange Registrar of Voters, the City Council, in accordance with Election Code § 15651(a), shall set a date and time and place and summon the candidates who have received the tie votes to appear and will determine the tie by lot.

SECTION 11. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

SECTION 12. The City Council authorizes the City Clerk to administer said election and the City shall pay all reasonable and actual election expenses upon presentation of a properly submitted bill.

ADOPTED this _____ day of _____ 2026.

_____
Daniel R. Slater, Mayor, City of Orange

ATTEST:

_____
Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

_____
Nathalie Adourian, City Attorney,
City of Orange

Attachment: Exhibit A

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Orange at a regular meeting thereof held on the ____ day of _____, 2026 by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

_____
Pamela Coleman, City Clerk, City of Orange

EXHIBIT A

[PROPOSED] ORDINANCE NO. 03-26

AN ORDINANCE OF THE PEOPLE OF THE CITY OF ORANGE, ADDING CHAPTER 3.23 TO TITLE 3 OF THE ORANGE MUNICIPAL CODE IMPOSING 1 CENT GENERAL TRANSACTIONS AND USE TAX (SALES TAX) FOR GENERAL GOVERNMENTAL USE TO BE ADMINISTERED BY THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

WHEREAS, Article XIII C, section 2(b) of the California Constitution provides that any general tax imposed, extended, or increased by the City Council shall not take effect until it is submitted to the electorate and approved by a majority of voters in a regularly scheduled general election in which members of the City Council are also up for election or reelection; and

WHEREAS, this Ordinance shall only take effect following its approval by a majority of City voters in the election to be held on November 3, 2026.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF ORANGE DO ORDAIN AS FOLLOWS:

SECTION I:

Chapter 3.23 is hereby added to Title 3 of the Orange Municipal Code to read as follows:

Chapter 3.23 – Transactions and Use Tax

3.23.010 – Title

This ordinance shall be known as the "Orange Transactions and Use Tax Ordinance." The City of Orange shall be hereinafter referred to as the "City." This ordinance shall apply in the incorporated territory of the City.

3.23.020 – Operative Date

"Operative Date" means the first day of the first calendar quarter commencing more than 110 days after the adoption of this ordinance.

3.23.030 – Purpose

This ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To impose a general transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2, which authorizes the City to adopt this tax ordinance which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

B. To adopt a general transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

C. To adopt a general transactions and use tax ordinance that imposes a tax and provides a measure therefore that can be administered and collected by the California Department of Tax and Fee Administration in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the California Department of Tax and Fee Administration in administering and collecting the California State Sales and Use Taxes.

D. To adopt a general transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this ordinance.

3.23.040 – Contract with State

Prior to the operative date, the City shall contract with the California Department of Tax and Fee Administration to perform all functions incident to the administration and operation of this transactions and use tax ordinance; provided, that if the City shall not have contracted with the California Department of Tax and Fee Administration prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

3.23.050 – Transactions Tax Rate

For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of 1% of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this ordinance.

3.23.060 – Place of Sale

For the purposes of this ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state

sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the California Department of Tax and Fee Administration.

3.23.070 – Use Tax Rate

An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the operative date of this ordinance for storage, use or other consumption in said territory at the rate of 1% of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

3.23.080 – Adoption of Provisions of State Law

Except as otherwise provided in this ordinance and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this ordinance as though fully set forth herein.

3.23.090 – Limitations on Adoption of State Law and Collection of Use Taxes

In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

A. Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made when:

1. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Treasury, or the Constitution of the State of California.

2. The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this Ordinance.

3. In those sections, including but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

(a) Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

(b) Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.

4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

B. The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

1. "A retailer engaged in business in the District" shall also include any retailer that, in the preceding calendar year or the current calendar year, has total combined sales of tangible personal property in this state or for delivery in the State by the retailer and all persons related to the retailer that exceeds five hundred thousand dollars ($500,000). For purposes of this section, a person is related to another person if both persons are related to each other pursuant to Section 267(b) of Title 26 of the United States Code and the regulations thereunder.

3.23.100 – Permit Not Required

If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this ordinance.

3.23.110 – Exemptions and Exclusions

A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

B. There are exempted from the computation of the amount of transactions tax the gross receipts from:

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his or her agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:

(a) With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle

Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

(b) With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

C. There are exempted from the use tax imposed by this ordinance, the storage, use or other consumption in this City of tangible personal property:

1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.

2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

7. "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

D. Any person subject to use tax under this ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for, a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

3.23.120 – Term

The tax imposed by this ordinance shall be effective until terminated or otherwise altered by a majority of the City's voters.

3.23.130 – Amendments

All amendments subsequent to the effective date of this ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this ordinance, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this ordinance.

3.23.140 – Independent Oversight

A. An Independent Oversight Committee will be created to provide oversight and review of the expenditure of revenues generated by the tax imposed by this chapter and to make

recommendations to the City Council regarding those expenditures. The Independent Oversight Committee shall meet publicly on a quarterly basis to:

1. Review all revenues and expenditures of the transactions and use tax imposed by this chapter.

2. Review and make recommendations to the City Council regarding plans for expenditures of the transactions and use tax imposed by this chapter

3. Review annual audit reports related to the tax

4. Make determinations as necessary and appropriate regarding City compliance with the requirements of this chapter.

5. Make at least one written annual report regarding findings to the City Council at a public meeting.

B. The Brown Act shall apply to meetings of the Independent Citizens' Oversight Committee.

C. Members of the committee will be appointed by the City Council to four-year terms, consisting of each of the following:

1. One residing member from each City Council voting district.

2. One at-large residing member selected by the Mayor.

3. One member active in a business organization representing the City's business community.

4. One member active in a bona fide taxpayers' association.

5. One member active in a bona fide non-profit located within the City.

6. One resident member who is the parent or guardian of a child enrolled in a public, private, or charter school located within the City.

3.23.150 – Audit and Review

The proceeds of the tax imposed by this ordinance, as well as the expenditure thereof, shall be audited annually by an independent accounting firm. The City Council shall discuss the results of such audit at a meeting of the City Council that is open to the public. The report of such audit shall be posted on the City's website.

3.23.160 – Enjoining Collection Forbidden

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

3.23.170 – Severability

If any provision of this chapter or the application thereof to any person or circumstance is held invalid, the remainder of the chapter and the application of such provision to other persons or circumstances shall not be affected thereby.

SECTION II:

The adoption of this Ordinance is exempt from the California Environmental Quality Act (CEQA), Public Resources Code section 21000 *et seq.* and California Code of Regulations, title 14, section 15000 *et seq.* (CEQA Guidelines). The general transactions and use tax this Ordinance adopts is a government funding mechanism that does not "involve any commitment to any specific project which may result in a potentially significant physical impact on the environment," and thus it is not a project under CEQA Guidelines section 15378(b)(4).

SECTION III:

If any section, subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subdivision, paragraph, sentence, clause and phrase thereof, irrespective of the fact that any one (or more) section, subdivision, paragraph, sentence, clause or phrase had been declared invalid or unconstitutional.

SECTION IV:

Pursuant to California Elections Code Section 9222, this ordinance shall take effect only if approved by a majority of the eligible voters of the City of Orange voting at a General Municipal Election to be held on November 3, 2026. It shall be deemed adopted when the City Council has certified the results of that election by resolution and shall take effect ten (10) days thereafter.

SECTION V:

The Mayor and City Clerk are hereby authorized to attest to the adoption of this Ordinance by the People voting thereon on November 3, 2026, by signing where indicated below.

The foregoing ordinance was **PASSED**, **APPROVED AND ADOPTED** by the People of the City of Orange voting on November 3, 2026, which vote was certified by the City Council on this ____ day of _____, 2026.

ADOPTED this ____ day of _____, 2026.

_____
Daniel R. Slater, Mayor, City of Orange

ATTEST:

_____
Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

_____
Nathalie Adourian, City Attorney,
City of Orange

RESOLUTION NO. 11671

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES' STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026

WHEREAS, Section 13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidate statement.

NOW, THEREFORE, the City Council of the City of Orange does hereby resolve, declare, determine and order as follows:

SECTION l. GENERAL PROVISIONS. Pursuant to Section 13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an election to be held in the City of Orange on November 3, 2026, may prepare a candidate's statement on an appropriate form provided by the City Clerk. The statement may include the name, age, and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in typewritten form and electronic format (as specified by the City Clerk) in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

SECTION 2. FOREIGN LANGUAGE POLICY. Pursuant to the Federal Voting Rights Act, candidates' statements will be translated into all languages required by the County of Orange. The County will mail separate voter information guides and candidates' statements in the required languages to only those voters who are on the County voter file as having requested a voter information guide in a particular language. The County will make the voter information guides and candidates' statements in the required languages available at all vote centers, on the County's website, and in the Election Official's office.

SECTION 3. PAYMENT. The candidate shall pay the total cost of printing, handling, translating, and mailing the candidate's statement filed pursuant to this section, including costs incurred as a result of complying with the Federal Voting Rights Act (as amended). The City Clerk shall require each candidate filing a statement to pay in advance to the local agency their pro rata share, as determined by the County of Orange Registrar of Voters, as a condition of having their statement included in the voter information guide.

SECTION 4. MISCELLANEOUS. The City Clerk shall comply with all recommendations and standards set forth by the California Secretary of State regarding occupational designations and other matters relating to elections.

SECTION 5. ADDITIONAL MATERIALS. No candidate will be permitted to include additional materials in the voter information guide.

SECTION 6. The City Clerk shall provide each candidate or the candidate's representative a copy of this Resolution at the time nominating petitions are issued.

SECTION 7. All previous Resolutions establishing Council policy on payment for candidates statements are repealed.

SECTION 8. This Resolution shall apply only to the election to be held on November 3, 2026, and shall thereafter be repealed by its own terms.

SECTION 9. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

ADOPTED this _____ day of _____ 2026.

_____
Daniel R. Slater, Mayor, City of Orange

ATTEST:

_____
Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

_____
Nathalie Adourian, City Attorney,
City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Orange at a regular meeting thereof held on the ____ day of _____ 2026, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

_____
Pamela Coleman, City Clerk, City of Orange

RESOLUTION NO. 11673

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026 WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DATE PURSUANT TO ELECTIONS CODE SECTION 10403

WHEREAS, the City Council of the City of Orange called a General Municipal Election to be held on November 3, 2026, for the purpose of the election of a Mayor and three (3) Members of the City Council; and

WHEREAS, the City Council is submitting to the voters a question relating to a local general transactions and use tax (sales tax); and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date and that within the City, the precincts, polling places (vote centers) and election officers of the two elections be the same, and that the Board of Supervisors of the County of Orange ("County") canvass the returns of the General Municipal Election, and that the election be held in all respects as if there were only one election.

NOW, THEREFORE, the City Council of the City of Orange does hereby resolve, declare, determine and order as follows:

SECTION 1. Pursuant to the requirements of § 10403 of the Elections Code, the County is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 3, 2026, for the purpose of electing a Mayor for the full term of two (2) years; one (1) Member of the City Council from District 1 for the full term of four (4) years; one (1) Member of the City Council from District 4 for a full term of four (4) years; and one (1) Member of the City Council from District 6 for the full term of four (4) years.

SECTION 2. A measure is to appear on the ballot as follows:

City of Orange Public Safety/Essential Services Measure To maintain City of Orange's quality of life, such as 9-1-1 response; maintaining police/fire protection; preventing crimes/thefts; retaining/attracting well-trained police officers/firefighters; keeping public parks safe/clean; addressing homelessness; wildfire protection/prevention; repairing streets/potholes; critical infrastructure improvements; shall a measure establishing a 1¢ sales tax, providing approximately $37,000,000 annually for general revenue/government purposes, until ended by voters, with independent oversight committee, all funds benefiting Orange residents, be adopted?	YES NO

SECTION 3. The proposed complete text of the ordinance submitted to the voters is attached as Exhibit A.

SECTION 4. The vote requirement for the measure to pass is a majority (50%+1) of the votes cast.

SECTION 5. The County is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The election shall be held and conducted in accordance with the provisions of law regulating the statewide election.

SECTION 6. The Board of Supervisors is requested to issue instructions to the County Registrar of Voters to take any and all steps necessary for the holding of the consolidated election.

SECTION 7. The City of Orange recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any such costs.

SECTION 8. The City Clerk is hereby directed to file a certified copy of this Resolution with the Board of Supervisors of the County of Orange and the Registrar of Voters of the County of Orange.

SECTION 9. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

ADOPTED this _____ day of _____ 2026.

_____
Daniel R. Slater, Mayor, City of Orange

ATTEST:

_____
Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

_____
Nathalie Adourian, City Attorney,
City of Orange

Attachment: Exhibit A

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Orange at a regular meeting thereof held on the ____ day of _____ 2026, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

_____
Pamela Coleman, City Clerk, City of Orange

[PROPOSED] ORDINANCE NO. 03-26

AN ORDINANCE OF THE PEOPLE OF THE CITY OF ORANGE, ADDING CHAPTER 3.23 TO TITLE 3 OF THE ORANGE MUNICIPAL CODE IMPOSING 1 CENT GENERAL TRANSACTIONS AND USE TAX (SALES TAX) FOR GENERAL GOVERNMENTAL USE TO BE ADMINISTERED BY THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

WHEREAS, Article XIII C, section 2(b) of the California Constitution provides that any general tax imposed, extended, or increased by the City Council shall not take effect until it is submitted to the electorate and approved by a majority of voters in a regularly scheduled general election in which members of the City Council are also up for election or reelection; and

WHEREAS, this Ordinance shall only take effect following its approval by a majority of City voters in the election to be held on November 3, 2026.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF ORANGE DO ORDAIN AS FOLLOWS:

SECTION I:

Chapter 3.23 is hereby added to Title 3 of the Orange Municipal Code to read as follows:

Chapter 3.23 – Transactions and Use Tax

3.23.010 – Title

This ordinance shall be known as the "Orange Transactions and Use Tax Ordinance." The City of Orange shall be hereinafter referred to as the "City." This ordinance shall apply in the incorporated territory of the City.

3.23.020 – Operative Date

"Operative Date" means the first day of the first calendar quarter commencing more than 110 days after the adoption of this ordinance.

3.23.030 – Purpose

This ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To impose a general transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2, which authorizes the City to adopt this tax ordinance which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

B. To adopt a general transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

C. To adopt a general transactions and use tax ordinance that imposes a tax and provides a measure therefore that can be administered and collected by the California Department of Tax and Fee Administration in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the California Department of Tax and Fee Administration in administering and collecting the California State Sales and Use Taxes.

D. To adopt a general transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this ordinance.

3.23.040 – Contract with State

Prior to the operative date, the City shall contract with the California Department of Tax and Fee Administration to perform all functions incident to the administration and operation of this transactions and use tax ordinance; provided, that if the City shall not have contracted with the California Department of Tax and Fee Administration prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

3.23.050 – Transactions Tax Rate

For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of 1% of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this ordinance.

3.23.060 – Place of Sale

For the purposes of this ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state

sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the California Department of Tax and Fee Administration.

3.23.070 – Use Tax Rate

An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the operative date of this ordinance for storage, use or other consumption in said territory at the rate of 1% of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

3.23.080 – Adoption of Provisions of State Law

Except as otherwise provided in this ordinance and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this ordinance as though fully set forth herein.

3.23.090 – Limitations on Adoption of State Law and Collection of Use Taxes

In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

A. Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made when:

1. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Treasury, or the Constitution of the State of California.

2. The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this Ordinance.

3. In those sections, including but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

(a) Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

(b) Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.

4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

B. The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

1. "A retailer engaged in business in the District" shall also include any retailer that, in the preceding calendar year or the current calendar year, has total combined sales of tangible personal property in this state or for delivery in the State by the retailer and all persons related to the retailer that exceeds five hundred thousand dollars ($500,000). For purposes of this section, a person is related to another person if both persons are related to each other pursuant to Section 267(b) of Title 26 of the United States Code and the regulations thereunder.

3.23.100 – Permit Not Required

If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this ordinance.

3.23.110 – Exemptions and Exclusions

A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

B. There are exempted from the computation of the amount of transactions tax the gross receipts from:

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his or her agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:

(a) With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle

Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

(b) With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

C. There are exempted from the use tax imposed by this ordinance, the storage, use or other consumption in this City of tangible personal property:

1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.

2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

7. "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

D. Any person subject to use tax under this ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for, a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

3.23.120 – Term

The tax imposed by this ordinance shall be effective until terminated or otherwise altered by a majority of the City's voters.

3.23.130 – Amendments

All amendments subsequent to the effective date of this ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this ordinance, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this ordinance.

3.23.140 – Independent Oversight

A. An Independent Oversight Committee will be created to provide oversight and review of the expenditure of revenues generated by the tax imposed by this chapter and to make

recommendations to the City Council regarding those expenditures. The Independent Oversight Committee shall meet publicly on a quarterly basis to:

1. Review all revenues and expenditures of the transactions and use tax imposed by this chapter.

2. Review and make recommendations to the City Council regarding plans for expenditures of the transactions and use tax imposed by this chapter

3. Review annual audit reports related to the tax

4. Make determinations as necessary and appropriate regarding City compliance with the requirements of this chapter.

5. Make at least one written annual report regarding findings to the City Council at a public meeting.

B. The Brown Act shall apply to meetings of the Independent Citizens' Oversight Committee.

C. Members of the committee will be appointed by the City Council to four-year terms, consisting of each of the following:

1. One residing member from each City Council voting district.

2. One at-large residing member selected by the Mayor.

3. One member active in a business organization representing the City's business community.

4. One member active in a bona fide taxpayers' association.

5. One member active in a bona fide non-profit located within the City.

6. One resident member who is the parent or guardian of a child enrolled in a public, private, or charter school located within the City.

3.23.150 – Audit and Review

The proceeds of the tax imposed by this ordinance, as well as the expenditure thereof, shall be audited annually by an independent accounting firm. The City Council shall discuss the results of such audit at a meeting of the City Council that is open to the public. The report of such audit shall be posted on the City's website.

3.23.160 – Enjoining Collection Forbidden

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

3.23.170 – Severability

If any provision of this chapter or the application thereof to any person or circumstance is held invalid, the remainder of the chapter and the application of such provision to other persons or circumstances shall not be affected thereby.

SECTION II:

The adoption of this Ordinance is exempt from the California Environmental Quality Act (CEQA), Public Resources Code section 21000 *et seq.* and California Code of Regulations, title 14, section 15000 *et seq.* (CEQA Guidelines). The general transactions and use tax this Ordinance adopts is a government funding mechanism that does not "involve any commitment to any specific project which may result in a potentially significant physical impact on the environment," and thus it is not a project under CEQA Guidelines section 15378(b)(4).

SECTION III:

If any section, subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subdivision, paragraph, sentence, clause and phrase thereof, irrespective of the fact that any one (or more) section, subdivision, paragraph, sentence, clause or phrase had been declared invalid or unconstitutional.

SECTION IV:

Pursuant to California Elections Code Section 9222, this ordinance shall take effect only if approved by a majority of the eligible voters of the City of Orange voting at a General Municipal Election to be held on November 3, 2026. It shall be deemed adopted when the City Council has certified the results of that election by resolution and shall take effect ten (10) days thereafter.

SECTION V:

The Mayor and City Clerk are hereby authorized to attest to the adoption of this Ordinance by the People voting thereon on November 3, 2026, by signing where indicated below.

The foregoing ordinance was **PASSED**, **APPROVED AND ADOPTED** by the People of the City of Orange voting on November 3, 2026, which vote was certified by the City Council on this ____ day of _____, 2026.

ADOPTED this ____ day of _____, 2026.

_____
Daniel R. Slater, Mayor, City of Orange

ATTEST:

_____
Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

_____
Nathalie Adourian, City Attorney,
City of Orange

RESOLUTION NO. 11672

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE SETTING PRIORITIES FOR FILING WRITTEN ARGUMENTS REGARDING A CITY MEASURE AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARITAL ANALYSIS FOR THE MEASURE TO BE SUBMITTED TO THE VOTERS AT THE GENERAL MUNICIPAL ELECTION HELD ON TUESDAY, NOVEMBER 3, 2026

WHEREAS, a General Municipal Election is to be held in the City of Orange, California, on Tuesday, November 3, 2026, at which there will be submitted to the voters the following measure (hereafter, the "Measure"):

City of Orange Public Safety/Essential Services Measure To maintain City of Orange's quality of life, such as 9-1-1 response; maintaining police/fire protection; preventing crimes/thefts; retaining/attracting well-trained police officers/firefighters; keeping public parks safe/clean; addressing homelessness; wildfire protection/prevention; repairing streets/potholes; critical infrastructure improvements; shall a measure establishing a 1¢ sales tax, providing approximately $37,000,000 annually for general revenue/government purposes, until ended by voters, with independent oversight committee, all funds benefiting Orange residents, be adopted?	YES NO

NOW, THEREFORE, the City Council of the City of Orange does hereby resolve, declare, determine and order as follows:

SECTION 1. The City Council authorizes the following member(s) of its body

_____	(Councilmember In Favor)	or	_____	(Councilmember Against)
_____	(Councilmember In Favor)	or	_____	(Councilmember Against)
_____	(Councilmember In Favor)	or	_____	(Councilmember Against)
_____	(Councilmember In Favor)	or	_____	(Councilmember Against)
_____	(Councilmember In Favor)	or	_____	(Councilmember Against)
_____	(Councilmember In Favor)	or	_____	(Councilmember Against)
_____	(Councilmember In Favor)	or	_____	(Councilmember Against)

to file written arguments not exceeding 300 words regarding the City Measure as specified above, accompanied by the printed names and signatures of the authors submitting it, in accordance with

Article 4, Chapter 3, Division 9 of the Elections Code of the State of California. The arguments may be changed or withdrawn until and including the date fixed by the City Clerk after which no arguments for or against the City Measure may be submitted to the City Clerk.

SECTION 2. The argument(s) shall be filed with the City Clerk, signed, with the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument. The arguments shall be accompanied by the Form of Statement to be Filed by Author(s) of Argument as provided for in California Elections Code Section 9600.

SECTION 3. The City Clerk is directed to transmit a copy of the Measure to the City Attorney unless the organization or salaries of the office of the City Attorney are affected. In accordance with Elections Code Section 9280, the City Attorney is hereby directed as follows:

a. The City Attorney shall prepare an impartial analysis of the measure not exceeding 500 words showing the effect of the measure on the existing law and the operation of the measure. If the measure affects the organization or salaries of the office of the City Attorney, the City Clerk shall prepare the impartial analysis.
b. The analysis shall include a statement indicating whether the measure was placed on the ballot by a petition signed by the requisite number of voters or by the governing body of the City.
c. In the event the entire text of the measure is not printed on the ballot, nor in the voter information portion of the voter information guide, there shall be printed immediately below the impartial analysis, in no less than 10-point type, the following: "The above statement is an impartial analysis of Measure ____. If you desire a copy of the ordinance or measure, please call the election official's office at (714) 744-5500 and a copy will be mailed at no cost to you."
d. The impartial analysis shall be filed by the date set by the City Clerk for the filing of primary arguments.

SECTION 4. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

ADOPTED this _____ day of _____ 2026.

_____
Daniel R. Slater, Mayor, City of Orange

ATTEST:

_____
Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

_____
Nathalie Adourian, City Attorney,
City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Orange at a regular meeting thereof held on the ____ day of _____ 2026, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

_____
Pamela Coleman, City Clerk, City of Orange

RESOLUTION NO. 11674

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE PROVIDING FOR THE FILING OF REBUTTAL ARGUMENTS FOR CITY MEASURES SUBMITTED AT MUNICIPAL ELECTIONS

WHEREAS, California Elections Code Section 9282 provides for written arguments to be filed in favor of or against city measures not to exceed 300 words in length; and

WHEREAS, California Elections Code Section 9285 authorizes the City Council, by majority vote, to adopt provisions to provide for the filing of rebuttal arguments for city measures submitted at municipal elections.

NOW, THEREFORE, the City Council of the City of Orange does hereby resolve, declare, determine and order as follows:

SECTION 1. Pursuant to California Elections Code Section 9285, when the elections official has selected the arguments for and against the measure (not exceeding 300 words each) which will be printed and distributed to the voters, the election official shall send a copy of an argument in favor of the proposition to the authors of any argument against the measure and a copy of an argument against the measure to the authors of any argument in favor of the measure immediately upon receiving the arguments.

SECTION 2. The author or a majority of the authors of an argument relating to a city measure may prepare and submit a rebuttal argument not exceeding 250 words or may authorize in writing any other person or persons to prepare, submit, or sign the rebuttal argument.

SECTION 3. A rebuttal argument shall not be signed by more than five authors.

SECTION 4. The rebuttal arguments shall be filed with the City Clerk, signed, with the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers, not more than 10 days after the final date for filing direct arguments. The rebuttal arguments shall be accompanied by the Form of Statement To Be Filed By Author(s) of Argument.

SECTION 5. Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut.

SECTION 6. This resolution repeals previous resolutions providing for the filing of rebuttal arguments for city measures.

SECTION 7. The City Clerk shall make the rebuttal arguments available for public examination in accordance with the provisions of California Elections Code Section 9295. The City Clerk shall also transmit the rebuttal agreements for or against to the Elections Official for the County of Orange on the date required by that official, for inclusion in the official election pamphlet for the election on November 3, 2026.

SECTION 8. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

ADOPTED this _____ day of _____ 2026.

_____
Daniel R. Slater, Mayor, City of Orange

ATTEST:

_____
Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

_____
Nathalie Adourian, City Attorney,
City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Orange at a regular meeting thereof held on the ____ day of _____ 2026, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:

_____
Pamela Coleman, City Clerk, City of Orange

Agenda Item

Orange City Council

Item #: 11.1. 4/28/2026 **File #:** 26-0021

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

THRU: **Jarad Hildenbrand, City Manager**

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

1. SUBJECT

Introduction and First Reading of Ordinance No. 02-26 amending Chapter 8.13 of the Orange Municipal Code to impose strict liability on social hosts for allowing, facilitating, or failing to prevent the use or discharge of illegal fireworks, and establishing enforcement penalties and administrative fines

2. SUMMARY

The proposed Ordinance would establish strict liability for social hosts who allow, facilitate, or fail to prevent the use or discharge of illegal fireworks on public or private property. The Ordinance would also establish a progressive administrative citation schedule for each and every violation. In conjunction with the Ordinance, consideration for law enforcement and code enforcement personnel to utilize drone technology to support enforcement of this Ordinance and enhance ongoing efforts to deter and address other illegal fireworks activity within the City is needed.

3. RECOMMENDED ACTION

Introduce and conduct First Reading of Ordinance No. 02-26. An Ordinance of the City Council of the City of Orange amending Chapter 8.13 of the Orange Municipal Code to impose strict liability on social hosts for allowing, facilitating, or failing to prevent the use or discharge of illegal fireworks, and establishing enforcement penalties and administrative fines.

4. FISCAL IMPACT

The fiscal impact of enforcing the proposed Ordinance, if approved, will include personnel, administrative, outreach, equipment, and overtime costs associated with identifying, investigating, documenting, and enforcing violations, as well as reviewing evidence, issuing administrative citations, processing billing, and collecting fines. Additional costs may include public education and marketing efforts to inform residents of the new regulations and penalties. These costs are anticipated to be partially or fully offset by revenues generated from administrative fines imposed for violations of this proposed Ordinance.

5. STRATEGIC PLAN GOALS

Goal 1: Maintain Strong Emergency and Safety Services

6. DISCUSSION AND BACKGROUND

Summary of Need for Enhanced Enforcement Against Illegal Fireworks

Illegal fireworks remain a persistent problem throughout California, including in the City of Orange and surrounding jurisdictions. Despite extensive prevention and enforcement efforts such as public education campaigns, digital message boards along major corridors, high visibility patrols, unmarked enforcement units, and increased fines as permitted by state law, illegal fireworks continue to be discharged at significant levels. These activities pose serious risks to public health and safety, including injuries, property damage, and wildfire ignition, particularly in hillside and high-fire severity areas. Additional regulatory tools are needed to strengthen deterrence, improve accountability, and better protect the community.

Background on Safe and Sane Fireworks

On May 14, 2024, the City Council adopted Resolution No. 11545 placing Measure AA on the November 5, 2024, General Municipal Election ballot. Voters approved Measure AA, thereby adopting Ordinance No. 10-24, which authorizes the limited sale, possession, and use of State-approved “safe and sane” fireworks.

July 4, 2025, marked the first Independence Day on which individuals were legally permitted to ignite, discharge, project, or otherwise use State-approved safe and sane fireworks within the City. This use was allowed only between 12:00 p.m. and 10:00 p.m., and only within the designated area established under Orange Municipal Code Section 8.13.130(A), subject to all other applicable restrictions and limitations.

Despite this limited use authorization, the illegal discharge of commercial-grade fireworks, including aerial mortars, skyrockets, Roman candles, firecrackers, and other dangerous fireworks remain widespread.

Current Enforcement Challenges

Orange Municipal Code Section 8.13.040 prohibits the possession, sale, use, or discharge of all fireworks, including dangerous fireworks and altered safe and sane fireworks. Violations are misdemeanors punishable by fines up to $1,000 and/or up to six months in jail.

However, enforcement is often limited because:

- Police Officers must generally witness the possession or discharge of illegal fireworks to initiate criminal action.
- Illegal fireworks are frequently launched from residential backyards or within groups of spectators, making it difficult to identify the responsible individual.
- Current regulations do not impose liability on property owners or social hosts for illegal fireworks activity occurring on property under their control or on immediately adjacent public areas such as sidewalks or streets.

Illegal fireworks are frequently discharged during parties, gatherings, and informal displays. The proximity of multiple individuals to explosive and dangerous devices significantly increases the risk of serious bodily injury or death and elevates the overall threat to public health and safety.

As a result, enforcement focuses on identifying individual offenders rather than addressing the broader environment that enables violations.

Social Host Liability Ordinances in Orange County

Several Orange County cities, including Stanton, La Habra, Brea, Anaheim, Fullerton, and Buena Park, have adopted Social Host Liability Ordinances to close this enforcement gap. These ordinances impose strict liability on property owners, tenants, or other responsible persons when illegal fireworks are possessed, sold, used, or discharged on property they control or on immediately adjacent public areas. A property owner who rents their property to tenants or other occupants would have an affirmative duty to prevent the illegal use and discharge of dangerous fireworks on the premises and would be subject to strict liability for failing to do so.

This social host liability approach:

- Shifts accountability to individuals who possess or control the premises.
- Promotes responsible oversight of gatherings or private settings where fireworks may be used or discharged.
- Strengthens deterrence and improves the enforceability of illegal fireworks regulations.

The City of Orange proposes adopting a similar ordinance.

Progressive Administrative Fines

Under California Government Code Section 53069.4 and California Health and Safety Code Section 12557, cities are authorized to impose administrative fines for illegal fireworks violations.

Using this authority, the City proposes adopting a schedule of progressive administrative fines for any social host, property owner, block party or special event permit holder, or other responsible person who illegally possesses, sells, uses, or discharges illegal fireworks. The following fine schedule would apply to each and every violation occurring within a thirty-six-month period:

- First violation: $3,000
- Second violation: $5,000
- Third and subsequent violations: $7,000

In addition, the City proposes adopting a separate schedule of progressive administrative fines for any person found in violation of Sections 8.13.040, 8.13.050, 8.13.070, and/or 8.13.130 of the Orange Municipal Code related to the illegal possession, sale, use, or discharge of any fireworks. The following fine schedule would apply to each and every violation occurring within a thirty-six-month period:

- First violation: $2,000
- Second violation: $4,000
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The combined implementation of a Social Host Liability Ordinance, and progressive administrative fines will strengthen the City's enforcement framework, enhance deterrence, and improve accountability, thereby reducing the harmful impacts associated with illegal and dangerous fireworks activity in the City of Orange.

Proposed Ordinance and Enforcement Strategies

If adopted, the proposed Social Host Ordinance would include the following key provisions:

- Prohibit a host from permitting or failing to prevent the sale, possession, use, or discharge of illegal fireworks on their property or on an immediately adjacent public area through strict liability.
- Establish an affirmative duty for property owners, landlords, and property managers to prevent tenants from using or discharging illegal fireworks.
- Implement progressive administrative fines for each instance in which a host allows the use or discharge of illegal fireworks.
- Create a mechanism for recovering response costs.

The City's proposed enforcement strategies include:

- Implementation of public education campaigns through:
    - The City website
    - Social media platforms
    - Press releases
    - Direct notification to rental property owners
    - Water billing inserts
- Use of digital message boards along major corridors
- High visibility and unmarked vehicle enforcement

Use of Small Unmanned Aircraft Systems (Drones)

In conjunction with the proposed Ordinance staff proposes deploying drones to strengthen illegal fireworks enforcement. This technology provides aerial observation that improves situational awareness and allows law enforcement and code enforcement personnel to identify the precise location of illegal fireworks activity, particularly in residential backyard settings where ground level visibility is limited. Drones enable enforcement personnel to:

- Identify precise ignition locations in real time.
- Document violations occurring in backyards or obstructed areas.
- Improve officer safety and reduce the need for intrusive ground level investigations involving

fleeing offender and large groups of spectators.

- Capture photographic and/or video evidence to support the imposition of administrative citations which carry escalating fines and provides for cost recovery.

When deployed in full compliance with Federal Aviation Administration (FAA) regulations, State privacy laws, and established departmental policies, this technology provides a focused and proportional enforcement tool to address ongoing public safety concerns. City staff would participate in FAA training to become certified drone pilots and designated safety officers who are authorized for night operations. The Police Department maintains an existing fleet of drones and has several FAA certified pilots available to support this enforcement effort. This technology has been used successfully for many years by the cities of Brea, Fullerton, Riverside, Hemet, Sacramento, El Centro, Elk Grove, and most recently by the City of Stanton.

7. ATTACHMENTS

- Ordinance No. 02-26

Agenda Item

Orange City Council

Item #: 11.1. 4/28/2026 **File #:** 26-0021

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

THRU: **Jarad Hildenbrand, City Manager**

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

1. SUBJECT

Introduction and First Reading of Ordinance No. 02-26 amending Chapter 8.13 of the Orange Municipal Code to impose strict liability on social hosts for allowing, facilitating, or failing to prevent the use or discharge of illegal fireworks, and establishing enforcement penalties and administrative fines

2. SUMMARY

The proposed Ordinance would establish strict liability for social hosts who allow, facilitate, or fail to prevent the use or discharge of illegal fireworks on public or private property. The Ordinance would also establish a progressive administrative citation schedule for each and every violation. In conjunction with the Ordinance, consideration for law enforcement and code enforcement personnel to utilize drone technology to support enforcement of this Ordinance and enhance ongoing efforts to deter and address other illegal fireworks activity within the City is needed.

3. RECOMMENDED ACTION

Introduce and conduct First Reading of Ordinance No. 02-26. An Ordinance of the City Council of the City of Orange amending Chapter 8.13 to the Orange Municipal Code to impose strict liability on social hosts for allowing, facilitating, or failing to prevent the use or discharge of illegal fireworks and establishing enforcement penalties and administrative fines.

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The fiscal impact of enforcing the proposed Ordinance, if approved, will include personnel, administrative, outreach, equipment, and overtime costs associated with identifying, investigating, documenting, and enforcing violations, as well as reviewing evidence, issuing administrative citations, processing billing, and collecting fines. Additional costs may include public education and marketing efforts to inform residents of the new regulations and penalties. These costs are anticipated to be partially or fully offset by revenues generated from administrative fines imposed for violations of this proposed Ordinance.

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6. DISCUSSION AND BACKGROUND

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Illegal fireworks are frequently discharged during parties, gatherings, and informal displays. The proximity of multiple individuals to explosive and dangerous devices significantly increases the risk of serious bodily injury or death and elevates the overall threat to public health and safety.

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The City of Orange proposes adopting a similar ordinance.

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Using this authority, the City proposes adopting a schedule of progressive administrative fines for any social host, property owner, block party or special event permit holder, or other responsible person who illegally possesses, sells, uses, or discharges illegal fireworks. The following fine schedule would apply to each and every violation occurring within a thirty-six-month period:

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In addition, the City proposes adopting a separate schedule of progressive administrative fines for any person found in violation of Sections 8.13.040, 8.13.050, 8.13.070, and/or 8.13.130 of the Orange Municipal Code related to the illegal possession, sale, use, or discharge of any fireworks. The following fine schedule would apply to each and every violation occurring within a thirty-six-month period:

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The combined implementation of a Social Host Liability Ordinance, and progressive administrative fines will strengthen the City's enforcement framework, enhance deterrence, and improve accountability, thereby reducing the harmful impacts associated with illegal and dangerous fireworks activity in the City of Orange.

Proposed Ordinance and Enforcement Strategies

If adopted, the proposed Social Host Ordinance would include the following key provisions:

- Prohibit a host from permitting or failing to prevent the sale, possession, use, or discharge of illegal fireworks on their property or on an immediately adjacent public area through strict liability.
- Establish an affirmative duty for property owners, landlords, and property managers to prevent tenants from using or discharging illegal fireworks.
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- Create a mechanism for recovering response costs.

The City's proposed enforcement strategies include:

- Implementation of public education campaigns through:
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- Identify precise ignition locations in real time.
- Document violations occurring in backyards or obstructed areas.
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fleeing offender and large groups of spectators.

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When deployed in full compliance with Federal Aviation Administration (FAA) regulations, State privacy laws, and established departmental policies, this technology provides a focused and proportional enforcement tool to address ongoing public safety concerns. City staff would participate in FAA training to become certified drone pilots and designated safety officers who are authorized for night operations. The Police Department maintains an existing fleet of drones and has several FAA certified pilots available to support this enforcement effort. This technology has been used successfully for many years by the cities of Brea, Fullerton, Riverside, Hemet, Sacramento, El Centro, Elk Grove, and most recently by the City of Stanton.

7. ATTACHMENTS

- Ordinance No. 02-26

ORDINANCE NO. 02-26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ORANGE AMENDING CHAPTER 8.13 OF THE ORANGE MUNICIPAL CODE TO IMPOSE STRICT LIABILITY ON SOCIAL HOSTS FOR ALLOWING, FACILITATING, OR FAILING TO PREVENT THE USE OR DISCHARGE OF ILLEGAL FIREWORKS AND ESTABLISHING ENFORCEMENT PENALTIES AND ADMINISTRATIVE FINES

WHEREAS, California Constitution, Article XI, Section 7, authorizes the City of Orange ("City") to adopt and enforce local police, sanitary, and other ordinances and regulations that are not in conflict with general laws; and

WHEREAS, California Health & Safety Code section 101450 empowers the City Council to take measures necessary to preserve and protect public health, including adopting ordinances, regulations, and orders that are not in conflict with general laws; and

WHEREAS, the discharge of illegal fireworks is a common problem faced by many jurisdictions in California, including the City of Orange ("City") and surrounding communities; and

WHEREAS, the upcoming holiday season, particularly Independence Day, and other celebrations such as New Year's Eve, present an immediate and recurring threat of catastrophic wildfires caused by illegal fireworks, especially given California's extended fire season and climate conditions that create extreme fire danger; and

WHEREAS, the City of Orange currently regulates fireworks pursuant to Chapter 8.13 of the Orange Municipal Code and is compatible with the State Firework Law (California Health and Safety Code Section 12500 et seq.); and

WHEREAS, the City of Orange only permits the use of safe and sane fireworks as defined by State law on July 4th of each year between the hours of noon and 10:00 p.m. in approved areas within the city limits; and

WHEREAS, the City's Police Department responds to numerous firework complaint calls during holiday periods; and

WHEREAS, the City's existing fireworks prohibition lacks adequate enforcement mechanisms to hold social hosts accountable, resulting in continued illegal fireworks activity that poses an immediate threat to life and property; and

WHEREAS, illegal fireworks can cause serious burns, eye injuries, and other traumatic injuries requiring immediate medical attention, and delayed implementation of this Ordinance would risk continued illegal fireworks activity during upcoming holidays, directly threatening public health; and

WHEREAS, the City's Police Department has encountered operational difficulties in accurately identifying and citing responsible parties for violations of Chapter 8.13 when illegal fireworks are discharged or used at private residences or neighborhood block parties, particularly during large, crowded gatherings. To expand the enforcement tools available to both law enforcement and code enforcement, the City seeks to adopt "social host liability" regulations. These regulations would impose strict liability on the property owner, host, or any person in possession or control of the property for permitting any individual to sell, possess, ignite, explode, project, discharge, or otherwise use illegal fireworks on property owned or controlled by that person in violation of this chapter, regardless of the owner's, host's or responsible person's intent, knowledge, or negligence; and

WHEREAS, the City wishes to adopt this Social Host Liability Ordinance to help deter illegal fireworks activity and provide enhanced enforcement mechanisms during the upcoming holiday season; and

WHEREAS, the City Council has identified the discharge of illegal fireworks as a public nuisance, and finds that there should be an increase in enforcement and penalties for the discharge of illegal fireworks; and

WHEREAS, the City Council finds that illegal fireworks also pose significant year-round risks to public health, safety, and welfare, including fire hazards, property damage, and disturbances of the peace to residents.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORANGE DOES HEREBY ORDAIN AS FOLLOWS:

SECTION I:

The subject Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines (Guidelines) Sections 15060(c)(2) and 15060(c)(3) because review and evaluation of potential impact of the Ordinance demonstrate that it will not result in a direct or reasonably foreseeable indirect physical change in the environment, and it is not a "project" as defined in Guideline 15378 and the Ordinance regulates conduct and enforcement procedures and does not authorize or result in any physical development or change to the environment; any resulting enforcement activity is indirect, speculative, and not a reasonably foreseeable physical change.

SECTION II:

Section 8.13.020 of the Orange Municipal Code, "Health and Safety – Fireworks – Definitions," is hereby amended to read as follows:

8.13.020 Definitions.

The following words and phrases, as used in this chapter, are defined as follows:

"Adjacent" means any public or private street, sidewalk, alley, parkway, park area, or other right-of-way that directly abuts the property where the activity occurs or is located within two hundred (200) feet of the host's private property.

"City Manager" means the City Manager or his or her designee.

"Code Enforcement Personnel" has the same meaning as defined in Orange Municipal Code Section 2.80.010, as may be amended.

"Dangerous fireworks" means "dangerous fireworks" as defined in Health and Safety Code Sections 12505 and 12561 and the relevant Sections of Title 19, Code of Regulations, Division 1, Chapter 6 as may be amended.

"Fire Chief" means the Fire Chief or his or her designee.

"Fireworks" has the same meaning as California Health and Safety Code Section 12511, as may be amended.

"Fireworks stand" means any building, counter, or other structure of a temporary nature used in the sale, offering for sale or display for sale of safe and sane fireworks.

"Fireworks wholesaler" means any person, other than an importer, exporter or manufacturer selling directly to wholesalers, who sells fireworks to a retailer or any other person for resale.

"Gathering" is a party, gathering, event, or other social function where a group of three or more persons have assembled or are assembling for a social occasion or social activity.

"Illegal fireworks" means any of the following:

1. Dangerous fireworks of twenty-five (25) pounds or less.

2. Safe and sane fireworks.

3. Any other combustible device or explosive substance the use, possession, or discharge of which is prohibited by applicable City, State, or Federal law.

"Permit application" means a form provided by the City used to determine eligibility to participate in the safe and sane fireworks lottery.

"Permit" means a certificate issued by the Fire Chief that allows a qualified organization chosen by way of a lottery to sell safe and sane fireworks for the dates and times listed on the permit.

Issuance of a permit does not confer to permittee ANY PROPERTY RIGHT and the City may at its sole discretion, without notice or opportunity for hearing, revoke the permit.

"Permittee" means a qualified organization that has received a permit to sell safe and sane fireworks.

"Property" means any of the following:

1. Any private property, including but not limited to any home, residence, yard, courtyard, grounds, balcony, porch, roof, parking lot, vacant lot, park, playground, field, apartment, condominium, townhouse, hotel, motel, other dwelling unit, hall, meeting facility, or any types of commercial or industrial premises, whether occupied temporarily or permanently; whether used as a dwelling or not, or for a private display, or gathering; and whether owned, leased, rented, or otherwise used, with or without compensation.

2. Public property, including but not limited to any publicly owned or controlled facility, area, right-of-way, sidewalk, street, alley, parking lot or grounds that are rented, reserved, permitted, or otherwise used for private display, or gathering, including space within a public park or other governmental facility, with or without compensation.

"Public display of fireworks" means any event where the public is admitted or allowed to view the display or discharge of safe and sane fireworks, including private, theatrical or civic performances.

"Qualified organization" means any nonprofit, including, but not limited to, 501(c)(3) or other charity as defined by federal or state law, or a group which is an integral part of or recognized by a nonprofit or charity and in existence for at least one year prior to submitting a permit application or an elementary, junior high and/or high school and/or school district and recognized affiliates or public and/or private community college, college and/or university that serves, in whole or in part, the residents of the City and is located within the boundaries of the City. An organization either administratively or criminally guilty of violating any local, state or federal law or that had a permit revoked within 24 calendar months prior to the organization's submittal of a permit application shall not be a qualified organization.

"Response costs" means those reasonable and necessary costs directly incurred by Code Enforcement Personnel for a response to a violation of this chapter or other applicable provisions of this Code, and include the cost of providing law enforcement, firefighting, public work services and/or other emergency services at the scene of the violation, including, without limitation, the following:

1. Salaries and benefits of any Code Enforcement Personnel and/or other City Officials for the time spent responding to, remaining at, or otherwise dealing with the violation, and the administrative costs attributable to the response(s); and

2. The cost of any medical treatment to or for any Code Enforcement Personnel and/or other City Officials injured responding to, remaining at, or leaving the scene of the violation; and

3. The cost of repairing any equipment or material used by Code Enforcement Personnel, other City Officials or damage to City property, and the cost of the use of any such equipment and/or material, in responding to, remaining at, or leaving the scene of the violation; and

4. The costs associated with the handling, processing, photography, storage, transportation, and disposal of any illegal fireworks, including any reimbursement to the Office of the State Fire Marshal for fireworks seized pursuant to this chapter or applicable law.

"Safe and sane fireworks" means safe and sane fireworks as defined in Health and Safety Code Sections 12529 and 12562 and Title 19, Code of Regulations, Division 1, Chapter 6 as may be amended.

"Social host" or **"Host"** means any of the following:

1. Any person responsible for private property in the City of Orange, including but not limited to an owner, landlord, lessee, trustee, tenant, property manager, or anyone lawfully in possession or control; and/or

2. Any person with the right to use, possess, or occupy public or private property by ownership, lease, permit, license, rental agreement, or contract or anyone lawfully in possession or control; and/or

3. Any person who hosts, organizes, supervises, officiates, conducts, controls, manages, permits, allows, promotes, sponsors, aids, abets, accepts responsibility, or is otherwise responsible for any spectators, private display, or gathering on private or public property, or on any adjacent public or private street.

"Spectator" means any person who is present at the time illegal fireworks are ignited, exploded, projected, discharged, possessed, sold, or otherwise used, for the purpose of viewing, observing, watching, gathering, participating in, engaging in, or otherwise witnessing such activity, whether occurring on private or public property, or on any adjacent public or private street.

"Strictly liable" means legally responsible for a violation or wrongful act regardless of intent, knowledge, negligence, fault, or participation, and regardless of whether the person knew, reasonably should have known of, authorized, or failed to prevent the conduct giving rise to the violation or wrongful act.

SECTION III:

Section 8.13.030 of the Orange Municipal Code, "Health and Safety – Fireworks – Administrative Regulations," is hereby amended to read as follows:

8.13.030 Administrative Regulations.

Unless specifically provided for in the Orange Municipal Code, the City Manager may from time to time adopt reasonable administrative policies, procedures, enforcement measures, rules, and regulations consistent with this chapter as necessary to implement, administer, and enforce its provisions. Such rules and regulations shall have the force and effect of law, and failure to comply shall constitute a violation of this chapter. All rules and regulations shall be published in advance and filed with the City Clerk for public inspection.

SECTION IV:

Section 8.13.140 of the Orange Municipal Code "Health and Safety – Fireworks – Seizure of Fireworks," is hereby amended to read as follows:

8.13.140 Seizure of Fireworks.

The Fire Chief or any designated Code Enforcement Personnel may seize, take, remove, abate or cause to be removed, at the expense of the permittee, fireworks wholesaler, or any person, whichever is applicable, all stocks of fireworks offered, possessed, stored, or exposed for sale, or held in violation of this chapter or applicable law.

SECTION V:

Section 8.13.180 "Health and Safety – Fireworks – Host, Minor, and Spectator; Strict Liability," is hereby added to the Orange Municipal Code to read as follows:

8.13.180 Host, Minor, and Spectator; Strict Liability.

A. A host is strictly liable for any violation involving the ignition, explosion, projection, discharge, use, possession, sale, or display of illegal fireworks, occurring on property owned, leased, occupied, or otherwise under the control of the host, or on any adjacent public or private street as defined in this chapter.

B. A host has an affirmative duty to take any and all reasonable steps to prevent the ignition, explosion, projection, discharge, use, possession, sale, or display of illegal fireworks, on private or public property, or on any adjacent public or private street.

C. This section shall not apply to:

1. The possession, manufacture, storage, display, sale, use, or discharge of fireworks authorized by applicable City, State, or Federal law.

2. Public displays or theatrical performances of fireworks activities conducted by pyrotechnic operators licensed by the State Fire Marshal operating pursuant to that

license with required City permits and approvals, including spectators lawfully present at such activities.

3. A host, property owner, or responsible person in possession or control of the property who, before any other person reports a violation, promptly contacts law enforcement or Code Enforcement Personnel to request assistance in removing any involved person, illegal fireworks, from the property or any adjoining public or private street, or in terminating the unlawful activity to achieve compliance with this chapter.

D. Any parent, guardian, or person with care, custody, or control of a minor under eighteen (18) years of age is strictly liable for any violation arising from the minor's ignition, explosion, projection, discharge, use, possession, sale, or display of illegal fireworks, on private or public property, or on any adjacent public or private street. Presence at the time of the violation is not required to impose liability. Any such violation may also be separately attributed to the minor to the extent permitted by law.

E. Any person present as a spectator during the ignition, explosion, projection, discharge, use, possession, sale, or display of illegal fireworks, on private or public property, or on any adjacent public or private street, may be deemed a responsible person under this chapter when substantial evidence demonstrates active participation in, direction of, or material assistance in the violation.

F. Upon identifying the ignition, explosion, projection, discharge, use, possession, sale, or display of illegal fireworks, a law enforcement or other Code Enforcement Personnel may issue a written notice to any person, host, minor, spectator, or other responsible person stating that a violation of this chapter or other applicable provisions of this Code has occurred and that subsequent violations may result in enforcement action and/or the assessment of response costs.

SECTION VI:

Section 8.13.190 "Health and Safety – Fireworks – Block Party Permit or Special Event Permit Restrictions," is hereby added to the Orange Municipal Code to read as follows:

8.13.190 Block Party Permit or Special Event Permit Restrictions.

A. Any person, firm, host, or corporation that applies for and receives a Block Party Permit, Special Event Permit, or other City-required permit, license, or approval pursuant to the City Code to reserve, use, close, or restrict access to a private or public property, or any adjacent public or private street, shall comply with all imposed conditions. Such conditions include, but are not limited to, taking any and all reasonable measures to prevent the ignition, explosion, projection, discharge, possession, sale, display, or other use of any illegal fireworks.

B. Any violation of a permit, license, or approved condition shall result in strict liability and constitute violation under this chapter.

C. Any person, firm, host, or corporation required to obtain, but failing to obtain, a Block Party Permit, Special Event Permit, or other City-required permit, license, or approval pursuant to the Code shall likewise constitute a violation under this chapter.

SECTION VII:

Section 8.13.200 "Health and Safety – Fireworks – Enforcement," is hereby added to the Orange Municipal Code to read as follows:

8.13.200 Enforcement.

A. No limitation on other remedies. The remedies provided by this chapter are cumulative and in addition to any other remedies available at law or in equity.

B. This Chapter provides a nonexclusive and cumulative method of enforcement. The City may pursue any and all other remedies authorized by this Code and applicable law, whether concurrently, separately, or consecutively, including but not limited to administrative and criminal enforcement under Chapter 1.08 and/or 1.10, civil actions (including injunctive relief), and nuisance abatement procedures. This Chapter supplements all other remedies available under the Orange Municipal Code, state law, and other applicable regulations.

C. Strict liability offense. A violation of this chapter is expressly declared as a strict liability offense against any person, host, minor, spectator, or other responsible person including any and all response costs resulting from such violation or act.

D. Responsible persons; joint liability. For enforcement purposes, any person, host, minor, spectator, or other responsible person may be deemed a responsible person and cited separately and cumulatively. The City may issue citations to any and all responsible persons, including the individual who ignited, exploded, projected, discharged, possessed, sold, displayed, or otherwise used illegal fireworks, as well as the host.

E. Rebuttable presumption of notice. The record owner of the property, as shown on the County's latest equalized assessment roll, and any person, host, or other responsible person in lawful possession or control of the property, shall be rebuttably presumed to have notice of any activity involving illegal fireworks, occurring or discharging on private property, or on any adjacent public or private street.

F. Any violation of this chapter or other applicable provisions of this Code may be remedied by a civil action brought by the City Attorney. The City may recover any response costs and reasonable attorney's fees and costs of suit in any civil action brought by the City Attorney to remedy any violation of this chapter or other applicable provisions of this Code.

G. Any person found in violation of any applicable Sections 8.13.040, 8.13.050, 8.13.070, and/or 8.13.130 of the Orange Municipal Code may be subject to an administrative citation and/or misdemeanor in accordance with Chapter 1.08 and/or 1.10 of the Orange Municipal Code.

Each and every act of ignition, explosion, projection, discharge, possession, sale, display, permit, or other use of any fireworks shall constitute a separate violation and may be cited against any person, host, minor, or other responsible party.

1. Progressive fines as established by resolution of the City Council shall be as follows:

a. 1st Violation within a thirty-six (36) month period.

b. 2nd Violation within a thirty-six (36) month period.

c. 3rd and subsequent Violation within a thirty-six (36) month period.

H. Any violation of this chapter as it relates to any host, minor or spectator under Section 8.13.180, may be subject to administrative citation and/or misdemeanor pursuant to Orange Municipal Code Chapter 1.08 and/or 1.10. Each and every act of ignition, explosion, projection, discharge, possession, display, sale, or other use of any illegal fireworks, constitutes a separate violation.

1. Progressive fines as established by resolution of the City Council shall be as follows:

a. 1st Violation within a thirty-six (36) month period.

b. 2nd Violation within a thirty-six (36) month period.

c. 3rd and subsequent Violation within a thirty-six (36) month period.

I. Any person, firm, host, or corporation that violates this chapter in connection with a Block Party Permit, Special Event Permit, or any other City required permit or license under Section 8.13.190, including applying for and receiving such permit or failing to obtain such permit or license, may be subject to an administrative citation and/or misdemeanor pursuant to Orange Municipal Code Chapter 1.08 and/or 1.10. Each and every act of ignition, explosion, projection, discharge, possession, display, sale, or other use of illegal fireworks constitutes a separate violation.

1. Progressive fines as established by resolution of the City Council shall be as follows:

a. 1st Violation within a thirty-six (36) month period.

b. 2nd Violation within a thirty-six (36) month period.

c. 3rd and subsequent Violation within a thirty-six (36) month period.

J. Appeals of Fines. Administrative fines issued under this chapter may be appealed in accordance with Chapter 1.10 upon payment of an administrative appeal fee as established by resolution of the City Council. The appeal fee is intended to offset City costs associated with report preparation, evidence compilation, and hearing officer services.

K. Response Costs. In addition to any fines or penalties which may otherwise be levied by the City pursuant to this chapter, the City shall be entitled to recover from any person, host, minor, spectator, or other responsible person found to be in violation of this chapter or other applicable provisions of this Code, the City's full response costs. Payment for response costs shall be remitted to the City of Orange within 30 calendar days of the date of the notice The amount of any response costs imposed shall be deemed a civil debt due and owing to the City that is collectible in any manner allowed by law.

1. Appeal of Response Costs. A challenge of the response costs may be made to the City Manager or designee. Such notice of appeal must be submitted in writing within 14 calendar days of receipt of the City's Notice of Response Costs and filed with the City Clerk's Office along with payment of an appeal fee in an amount established by resolution of the City Council. The notice of appeal shall briefly state the grounds of appeal and be signed by the appealing party. Said appeal shall be heard by the City Manager or designee as soon as practical. The appellant and any Code Enforcement Personnel shall be allowed to introduce evidence and call witnesses at the hearing. The decision by the City Manager or designee shall be in writing and shall be final.

L. State Fines. To the extent required by State law, any applicable fines collected pursuant to this chapter shall be administered in accordance with California Health and Safety Code section 12726, as may be amended from time to time. As provided therein, a specified percentage of all administrative fines or penalties collected by the City shall be remitted to the Controller of the State of California for deposit into the State Fire Marshal Fireworks Enforcement and Disposal Fund pursuant to California Health and Safety Code section 12728, as may be amended from time to time.

SECTION VIII:

If any section, subdivision, paragraph, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subdivision, paragraph, sentence, clause and phrase thereof, irrespective of the fact that any one (or more) section, subdivision, paragraph, sentence, clause or phrase had been declared invalid or unconstitutional.

SECTION IX:

The City Clerk is hereby directed to certify the adoption of this Ordinance and cause the same to be published as required by law. This Ordinance shall take effect thirty (30) days from and after the date of its final passage.

ADOPTED this ____ day of _____, 2026.

_____
Daniel R. Slater, Mayor, City of Orange

ATTEST:

_____
Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

_____
Nathalie Adourian, City Attorney, City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Ordinance was introduced at the regular meeting of the City Council held on the _____ day of _____, 2026, and thereafter at the regular meeting of said City Council duly held on the ____ day of _____, 2026 was duly passed and adopted by the following vote, to wit:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

_____
Pamela Coleman, City Clerk, City of Orange

Agency Report of:
Public Official Appointments

A Public Document

1. Agency Name

City of Orange

Division, Department, or Region *(If Applicable)*

City Clerk

Designated Agency Contact *(Name, Title)*

Pamela Coleman, City Clerk

Area Code/Phone Number	E-mail
(714) 744-5500	pcoleman@cityoforange.org

California Form 806

For Official Use Only

Page 1 of 1

Date Posted: 4/21/2026 *(Month, Day, Year)*

2. Appointments

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
Foothill/Eastern Transportation Cooridoor	Name: Bilodeau, Denis *(Last, First)* Alternate, if any: Tavoularis, Kathy *(Last, First)*	Appt Date: Length of Term: 1 year	Per Meeting: $ 120 Estimated Annual: ☐ $0-$1,000 ☐ $2,001-$3,000 ■ $1,001-$2,000 ☐ Other
Orange County Sanitation District	Name: Dumitru, Jon *(Last, First)* Alternate, if any: Gyllenhammer, John *(Last, First)*	Appt Date: Length of Term: 2 years	Per Meeting: $ 315 Estimated Annual: ☐ $0-$1,000 ■ $2,001-$3,000 ☐ $1,001-$2,000 ☐ Other
	Name: *(Last, First)* Alternate, if any: *(Last, First)*	Appt Date: Length of Term:	Per Meeting: $ Estimated Annual: ☐ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ Other
	Name: *(Last, First)* Alternate, if any: *(Last, First)*	Appt Date: Length of Term:	Per Meeting: $ Estimated Annual: ☐ $0-$1,000 ☐ $2,001-$3,000 ☐ $1,001-$2,000 ☐ Other

3. Verification

I have read and understand FPPC Regulation 18702.5. I have verified that the appointment and information identified above is true to the best of my information and belief.

Pamela Coleman — Digitally signed by Pamela Coleman, DN: cn=Pamela Coleman, ou=Civic Users, Date: 2026.04.20 17:34:33 -07'00'

Signature of Agency Head or Designee

Pamela Coleman *Print Name*

City Clerk *Title*

4/21/2026 *(Month, Day, Year)*

Comment:

Print Clear

FPPC Form 806 (1/18)

FPPC Toll-Free Helpline: 866/ASK-FPPC (866/275-37[illegible])