AGENDA

City Council

October 24, 2023

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

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

Tom Kisela
City Manager

Mike Vigliotta
City Attorney

Pamela Coleman
City Clerk

DAN SLATER
Mayor

ARIANNA BARRIOS
Mayor pro tem, District 1

JON DUMITRU
Councilmember, District 2

KATHY TAVOULARIS
Councilmember, District 3

DENIS BILODEAU
Councilmember, District 4

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 the agenda. The agenda and supporting documentation is available after 4:00 p.m. on the Thursday prior to the Council meeting on the City's website at www.cityoforange.org, at the City Clerk's Office located at 300 E. Chapman Avenue, and at the Main Public Library located at 407 E. Chapman Avenue. Written materials relating to an item on the agenda that are provided to the City Council after agenda packet distribution and within 72 hours before Council is to consider the item will be made available for public inspection in the City Clerk's Office during normal business hours; at the City Council meeting; and made available on the City's website.

Public Participation

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

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

1) In-Person

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

(Continued on page 2)

2) Written Public Comments via eComment

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

3) Public Comments via recorded voicemail message

Finally, the public can record their comments by calling (714) 744-2234 no later than 5:00 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 – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2) (Two potential cases)

b. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(a) & (d)(1) - One case
In re Aqueous Film-Forming Foams Products Liability Litigation
United States District Court Case No. 2:18-mn-02873

c. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6
City Negotiator: Tom Kisela, City Manager
Employee Organizations: Orange Maintenance and Crafts Employees' Association, Orange Management Association, Orange Municipal Employees' Association, and Water Division Employees' Association

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 Thomas Copple, Spirit & Truth Worship Center

1.2 PLEDGE OF ALLEGIANCE

Councilmember Denis Bilodeau

1.3 ROLL CALL

1.4 PRESENTATIONS/ANNOUNCEMENTS

Memorial Adjournment in honor of Wayne King

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.

3. CONSENT CALENDAR

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

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

Recommended Action:

Approve.

Attachments: Staff Report

3.2. Approval of minutes of the City of Orange City Council Regular Meeting held on September 26, 2023; Adjourned Regular Meeting held on October 3, 2023; and Regular Meeting held on October 10, 2023.

Recommended Action:

Approve minutes as presented.

Attachments: Staff Report
September 26, 2023, Regular Meeting minutes
October 3, 2023, Adjourned Regular Meeting minutes
October 10, 2023, Regular Meeting minutes

3.3. Agreement with Grindline Skateparks, Inc. for design services for the Capital Improvement Project Skate Park at Grijalva Park.

Recommended Action:

Approve agreement with Grindline Skateparks, Inc. in the amount of $267,690.50 for design services for the Skate Park at Grijalva Park project (20519); and authorize the Mayor and City Clerk to execute on behalf of the City.

Attachments: Staff Report
Proposal Abstract Summary
Professional Services Agreement with Grindline Skateparks, Inc

3.4. Agreement with Moore Iacofano Goltsman, Incorporated, dba MIG, Inc. for design services for the Capital Improvement Project New Park in West Orange.

Recommended Action:

1. Approve agreement with MIG, Inc. in the amount of $245,963.30 for design services for New Park in West Orange (20513); and authorize the Mayor and City Clerk to execute on behalf of the City.
2. Authorize the appropriation of $20,963.30 in unreserved Park Acquisition (Infill) (510) fund balance to expenditure account 510.7021.56020.20513 - CIP New Park in West Orange.

Attachments: Staff Report
Proposal Abstract Summary
Professional Services Agreement with MIG, Inc.

3.5. Agreement with RLA Conservation, LLC for Plaza Park Fountain Conservation Treatment.

Recommended Action:

1. Approve the agreement with RLA Conservation, LLC in the amount of $104,005 for conservation treatment of the Plaza Park fountain; and authorize the Mayor and City Clerk to execute on behalf of the City.
2. Authorize the appropriation of $75,000 from the Park Acquisition (Infill) fund (510) unreserved fund balance to expenditure account 510.7021.56020.20531 - CIP-Bldg & Improv-Plaza Fountain Repair.

Attachments: Staff Report
Agreement with RLA Conservation, Inc.

3.6. Agreement with Davis Farr, LLP for accounting services.

Recommended Action:

Approve the agreement with Davis Farr, LLP in the amount of $80,000 for accounting services; and authorize the Mayor and City Clerk to execute on behalf of the City.

Attachments: Staff Report
Professional Services Agreement with Davis Farr, LLP

3.7. Third Amendment to License Agreement with the County of Orange for use of office space at Fire Station No. 7/Orange Police Substation.

Recommended Action:

Approve the Third Amendment to License Agreement with the County of Orange for use of office space at the Station; and authorize the Mayor and City Clerk to execute on behalf of the City.

Attachments: Staff Report
Third Amendment to License Agreement with the County of Orange

3.8. Approve the appropriation of funds for Police Headquarters (HQ) Lobby Roof and Heating, Ventilation, and Air Conditioning (HVAC) Rehabilitation project.

Recommended Action:

Authorize the appropriation of $170,000 from Fund 553, Capital Bond Proceeds unreserved fund balance to expenditure account number 553.5028.56020.20444, Police HQ Atrium Rehabilitation.

Attachments: Staff Report

3.9. Claims for Damages.

Recommended Action:

Deny the following claims and refer to City Attorney and Claims Adjuster:

1. Martha Navarro
2. Luis Pizano
3. Elaine Boschetti
4. Ann Boggs
5. Rodrigo Soares Dearaujo

Attachments: Staff Report

3.10. Authorize purchase of cartridge filters and O-rings for PFAS treatment systems from various vendors.

Recommended Action:

Approve purchase orders for PFAS cartridge filters and O-rings in the amount of $300,000 with PDDA Filtration System, $100,000 with Towner Filtration, and $100,000 with Pure Process Filtration for a total amount of $500,000.

Attachments: Staff Report

3.11. Authorize the purchase of six vehicles for various Departments through a Cooperative Purchasing Agreement.

Recommended Action:

Approve the purchase of four Ford F-150s and two Dodge Durangos from Nation Auto Fleet Group in the amount of $252,763.

Attachments: Staff Report

3.12. Adoption of a Resolution approving the submittal of project funding applications to the Orange County Transportation Authority for competitive Measure M2 Regional Traffic Signal Synchronization Program. Resolution No. 11496.

Recommended Action:

Adopt Resolution No. 11496. A Resolution of the City Council of the City of Orange approving the submittal of improvement projects to the Orange County Transportation Authority for funding under the competitive Measure M2 Regional Traffic Signal Synchronization Program.

Attachments: Staff Report
Resolution No. 11496
Map of Kraemer Boulevard/Glasell Street/Grand Avenue RTSSP Corridor
Map of Ball Road/Taft Avenue RTSSP Corridor

3.13. Adoption of a Resolution certifying that the City of Orange has the resources to fund the projects in the Federal Fiscal Years 2024/25-2029/30 transportation improvement program and affirms its commitment to implement all projects in the program. Resolution No. 11497.

Recommended Action:

Adopt Resolution No. 11497. A Resolution of the City Council of the City of Orange which certifies that the City of Orange has the resources to fund the projects in the FFY 2024/25-2029/30 Transportation Improvement Program and affirms its commitment to implement all projects in the program.

Attachments: Staff Report
Resolution No. 11497

END OF CONSENT CALENDAR

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4. REPORTS FROM MAYOR SLATER

5. REPORTS FROM COUNCILMEMBERS

An opportunity for Councilmembers to make a brief announcement, report, or request. No action(s) will be taken pursuant to Government Code Section 54954.2(a)(3).

5.1. Park and Park Amenity Naming Policy (Gyllenhammer)

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. ADMINISTRATIVE REPORTS

7.1. Presentation of Economic Development Strategy.

Recommended Action:

Receive and file.

Attachments: Staff Report
City of Orange Economic Development Strategy

7.2. Agreement with Dixon Resources Unlimited for Professional Services related to the Old Towne Smart Parking Program Development and Implementation Project.

Recommended Action:

1. Approve the contract with Dixon Resources Unlimited in the amount of $54,040 for consulting services related to the Old Towne Smart Parking Program Development and Implementation Project; and authorize the Mayor and City Clerk to execute on behalf of the City.
2. Authorize $8,100 (15%) of the contract amount for contingency purposes.

Attachments: Staff Report
Professional Services Agreement with Dixon Resources Unlimited

7.3. Agreement with Siemens Industry, Inc. as a single source for maintenance of surveillance cameras, hardware infrastructure, and licensing supporting the City's existing Genetec Security platform.

Recommended Action:

Approve the three-year agreement with Siemens Industry, Inc. in the total amount of $921,859.49 for maintenance of surveillance cameras, hardware infrastructure, and the Genetec security platform license; and authorize the Mayor and City Clerk to execute on behalf of the City.

Attachments: Staff Report
Agreement with Siemens Industry, Inc.

7.4. Approval of plans and specifications for the City of Orange Corporation Yard Renovations Project, Phase I; authorization to advertise for bids; and finding of CEQA exemption.

Recommended Action:

Approve plans and specifications and authorize advertising for Bid No. 23-24.14.

Attachments: Staff Report

7.5. Agreement with Fairbank, Maslin, Maullin, Metz & Associates for a citywide survey and analysis.

Recommended Action:

1. Approve the agreement with Fairbank, Maslin, Maullin, Metz & Associates in the amount of $65,750 to develop and administer a statistically valid community survey in the City of Orange and present the results with all necessary analyses/interpretations; and authorize the Mayor and City Clerk to execute on behalf of the City.
2. Authorize the appropriation of $65,750 from the General Fund unreserved fund balance to expenditure account number 100.0201.51670.00000, General Fund - Other Professional & Consulting Services.

Attachments: Staff Report
Proposed FM3 Professional Services Agreement and Proposal

8. REPORTS FROM CITY MANAGER

9. PUBLIC HEARINGS

9.1. Public hearing to consider Introduction and First Reading of Ordinance No. 15-23 amending Titles 16 and 17 of the Orange Municipal Code to enact definitions and development standards applicable to lot splits and second dwelling units in single-family residential zones as a result of Senate Bill 9 and finding of CEQA exemption.

Recommended Action:

Introduce and conduct First Reading of Ordinance No. 15-23. An Ordinance of the City Council of the City of Orange amending Title 16 (Subdivisions) and Title 17 (Zoning) of the Orange Municipal Code by enacting ministerial standards applicable to lot splits in single-family residential zones allowed as a result of SB 9, enacting ministerial standards applicable to the location, access, size and setback of second dwelling units in single-family residential zones allowed as a result of SB 9, and adding and revising definitions to clarify said development standards.

Attachments: Staff Report
Attachment 1 - Ordinance No. 15-23
Attachment 2 - Ordinance No. 15-23 Redline Version
Attachment 3 – Planning Commission Resolution No. 13-23
Attachment 4 - October 2, 2023 Planning Commission Staff Report
Attachment 5 - October 2, 2023 Planning Commission Draft Meeting Minutes
Attachment 6 - September 7, 2023 Planning Commission Staff Report
Attachment 7 - September 7, 2023 Planning Commision Minuites
Attachment 8 - December 14, 2021 City Council Staff Report
Attachment 9 - Interim Ordinance No. 18-21
Attachment 10 - December 14, 2021 City Council Minutes
Attachment 11 - November 15, 2022 City Council Staff Report
Attachment 12 - Interim Ordinance No. 18-21-B
Attachment 13 - November 15, 2022 City Council Minutes
Attachment 14 - Summary Chart of SB 9 Provisions
Attachment 15- SB 9 State Law
Attachment 16- ½ Mile Buffer of Bus Stops Map

9.2. Public Hearing to consider Introduction and First Reading of an ordinance adding Chapter 8.38 of Title 8 ("Health and Safety") to the Orange Municipal Code relating to the registration and monitoring of vacant properties and adoption of a resolution setting the amount of fees for registration, monitoring and appeals.

Recommended Action:

Continue to a date uncertain.

Attachments: Staff Report

10. ADJOURNMENT

The City Council will Adjourn in Memory of Wayne King to a meeting on Monday, October 30, 2023, at 5:30 p.m. in the Council Chamber.

The next Regular City Council meeting will be held on Tuesday, November 14, 2023, 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: October 19, 2023

Agenda Item

City Council

Item #: 3.1. 10/24/2023 **File #:** 23-0679

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

THRU: **Tom Kisela, City Manager**

FROM: **Pamela Coleman, City Clerk**

1. SUBJECT
Waive reading in full of all ordinances on the Agenda.

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

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

3. RECOMMENDED ACTION
Approve.

4. ATTACHMENTS
- None

Agenda Item

City Council

Item #: 3.1. 10/24/2023 **File #:** 23-0679

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

THRU: **Tom Kisela, City Manager**

FROM: **Pamela Coleman, City Clerk**

1. SUBJECT
Waive reading in full of all ordinances on the Agenda.

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

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

3. RECOMMENDED ACTION
Approve.

4. ATTACHMENTS
- None

Agenda Item

City Council

Item #: 3.2. 10/24/2023 **File #:** 23-0680

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

THRU: **Tom Kisela, City Manager**

FROM: **Pamela Coleman, City Clerk**

1. SUBJECT

Approval of minutes of the City of Orange City Council Regular Meeting held on September 26, 2023; Adjourned Regular Meeting held on October 3, 2023; and Regular Meeting held on October 10, 2023.

2. SUMMARY

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

3. RECOMMENDED ACTION

Approve minutes as presented.

4. ATTACHMENTS

- September 26, 2023, Regular Meeting minutes
- October 3, 2023, Adjourned Regular Meeting minutes
- October 10, 2023, Regular Meeting minutes

Agenda Item

City Council

Item #: 3.2. 10/24/2023 **File #:** 23-0680

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

THRU: **Tom Kisela, City Manager**

FROM: **Pamela Coleman, City Clerk**

1. SUBJECT

Approval of minutes of the City of Orange City Council Regular Meeting held on September 26, 2023; Adjourned Regular Meeting held on October 3, 2023; and Regular Meeting held on October 10, 2023.

2. SUMMARY

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

3. RECOMMENDED ACTION

Approve minutes as presented.

4. ATTACHMENTS

- September 26, 2023, Regular Meeting minutes
- October 3, 2023, Adjourned Regular Meeting minutes
- October 10, 2023, Regular Meeting minutes

DRAFT MINUTES – NOT AN OFFICIAL RECORD UNTIL APPROVED BY THE CITY COUNCIL

MINUTES - DRAFT

City of Orange

City Council

September 26, 2023

The City Council of the City of Orange, California convened on Tuesday, September 26, 2023, at 5:00 p.m. in a Regular Meeting in the Council Chamber, 300 E. Chapman Avenue, Orange, California.

5:00 PM CLOSED SESSION

1. CALL TO ORDER

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

1.1 ROLL CALL

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

Councilmember Gutierrez joined Closed Session at 5:05 p.m.

2. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

None

3. RECESS TO CLOSED SESSION

The City Council recessed to Closed Session at 5:02 p.m. with all Members present, except Councilmember Gutierrez who joined the meeting at 5:05 p.m. and Councilmember Gyllenhammer who was absent, to discuss the following:

a. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6
City Negotiator: Tom Kisela, City Manager
Employee Organizations: Orange Maintenance and Crafts Employees' Association, Orange Management Association, Orange Municipal Employees' Association, and Water Division Employees' Association

b. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(a) & (d)(1) - Two cases
Name of Case: Mary's Kitchen, et al. v. City of Orange.
United States District Court Case No. 8:21-cv-01483

Name of Case: Mary's Kitchen, et al. v. City of Orange
Orange County Superior Court Case No. 30-2021-01224070

4. CLOSED SESSION REPORT

None

5. ADJOURNMENT

Closed Session was adjourned at 6:01 p.m.

6:00 PM REGULAR SESSION

1. OPENING/CALL TO ORDER

Mayor Slater called the meeting to order at 6:08 p.m.

1.1 INVOCATION

Given by Pastor Rob Curington from Orange Villa Bible Church.

1.2 PLEDGE OF ALLEGIANCE

Led by Councilmember Kathy Tavoularis.

1.3 ROLL CALL

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

1.4 PRESENTATIONS/ANNOUNCEMENTS

Proclamation recognizing September 15 - October 15 as National Hispanic Heritage Month.

1.5 REPORT ON CLOSED SESSION ACTIONS

None

2. PUBLIC COMMENTS

Public Speakers:
Elia expressed concerns with traffic safety issues in her neighborhood and spoke in support of reinstating the Jamboree Road extension to Weir Canyon Road.
Dima Khedraki spoke in support of reinstating the Jamboree Road extension to Weir Canyon Road.
Carole Walters spoke about protecting the Plaza fountain.

Written Public Comment
Janice Brownfield emailed about the implementation of SB 1383, organic waste recycling regulations.

Draft

3. CONSENT CALENDAR

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

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

ACTION: Approved.

3.2. Agreement with RLA Conservation, LLC for Plaza Park Fountain Conservation Treatment.

Entered into the record: Memo from staff requesting to remove Item 3.2 from the agenda.

ACTION: Item 3.2 was removed from the agenda.

3.3. Agreement with the State of California Office of Traffic Safety for the Selective Traffic Enforcement Program for Federal Fiscal Year 2023-2024.

ACTION: 1) Approved grant agreement no. PT24138 with the State of California Office of Traffic Safety in the amount of $330,000 for the Selective Traffic Enforcement Program grant and authorized the City Manager to execute on behalf of the City; 2) Accepted into the City's revenue budget a $330,000 grant from the California Office of Traffic Safety into revenue account number 100.4041.45290.30231, General Fund - OTS STEP Grant FY24; and 3) Authorized the appropriation of $330,000 into the following Traffic Program expenditure accounts: $271,173 into account number 100.4041.50221.30231, Overtime - Safety OTS Grant 23-24; $24,382 into account number 100.4041.50222.30231, Overtime - Miscellaneous OTS Grant 23-24; $2,897 into account number 100.4041.51840.30231, Local Training OTS Grant 23-24; and $31,548 into account number 100.4041.55131.30231, Equipment OTS Grant 23-24.

3.4. Appropriation of $15,927 in designated grant and disbursement funding received from the National Science Foundation, Dish Wireless, and Santiago Library System.

ACTION: 1) Accepted into the City's revenue budget $15,927 in grant and disbursement funds from National Science Foundation, Dish Wireless, and Santiago Library System into the following revenue account numbers in the General Fund: $1,000 into account number 100.2001.45150.30232, Blue Whales Project Grant; $7,500 into account number 100.2001.48390.00000, Donations; and $7,427 into account number 100.2001.48390.19988, Santiago Library System.
2) Authorized the appropriation of $15,927 in grant and disbursement funds into the following expenditure account numbers in the General Fund: $1,000 into account number 100.2017.53340.30232, Craft Supplies - Blue Whales Project Grant; $7,500 into account number 100.2001.53001.19986, Materials & Supplies - Donations, and $7,427 into account number 100.2001.53301.19988, Books - Santiago Library System.

3.5. Appropriation of $28,241 in designated grant funding received from California Library Literacy Services.

ACTION: 1) Accepted into the City's revenue budget a $28,241 grant from California Library Literacy Services, into revenue account number 100.2001.45290.30225, General Fund - California Library Literacy Services Grant.
2) Authorized the appropriation of $28,241 to California Library Literacy Services Grant into the following expenditure account numbers:

$22,000	100.2001.50312.30225	Part-time Misc. Salaries
6,241	100.2001.53001.30225	Materials and Supplies

3.6. Appropriation of $180,000 from the Fire Facility Fee Districts Fund (560) into various Capital Improvement Project (CIP) accounts.

ACTION: 1) Authorized the total appropriation of $180,000 from the Fire Facility Fees Fund (560) unreserved fund balance into the following CIP expenditure accounts:
a. $90,000 for Turnout Equipment and Replacement (20124)
b. $50,000 for Fire Station Maintenance (20334)
c. $19,000 for Emergency Medical Services (EMS) Electronic Patient Care Report (ePCR) Replacement Program (20171)
d. $16,000 for Wellness Equipment Replacement (30032)
e. $5,000 for Self-Contained Breathing Apparatus (SCBA) Retrofit and Replacement (20104)

3.7. Approval of plans and specifications for Bid No. 23-24.11; SP-4268; Annual Concrete Replacement at Various Locations Fiscal Year 2023-2024, authorization to advertise for bids, and finding of CEQA exemption.

ACTION: 1) Approved the plans and specifications and authorize advertising for bids for Annual Concrete Replacement at Various Locations Fiscal Year 2023-2024; and 2) Authorized the appropriation of $200,000 from Unreserved Fund 287 Citywide TSIP to expenditure account number 287.5011.56330.13120 Pavement Management Program.

3.8. Award of Contract to Sequel Contractors, Inc. for Lomita Neighborhood Street Improvement Project; Bid No. 23-24.04.

ACTION: Approved the contract with Sequel Contractors, Inc. in the total amount of $777,271, representing an original amount of $706,610 plus a 10% contingency of $70,661 for the Lomita Neighborhood Street Improvement Project (SP-4220); and authorized the Mayor and City Clerk to execute on behalf of the City.

3.9. Award of Contract to Interior Demolition, Inc. for Bid No. 23-24.08; SP-4262; Demolition of Building at 2829 N. Glassell Street.

Note: Councilmember Gutierrez registered a no vote.

Written Comment
Jordan Prell submitted an eComment in support.

ACTION: 1) Waived minor public works bidding irregularity in the bid proposal received by Interior Demolition, Inc.; 2) Authorized the appropriation of $140,000 from the Capital Projects (500) unreserved fund balance to 500.7021.56012.20533 (2829 N. Glassell Street); and 3) Awarded contract to Interior Demolition, Inc. in the total amount

of $136,620, representing an original bid amount of $124,200, plus a 10% contingency of $12,420, for the Demolition of Building at 2829 N. Glassell Street; and authorized the Mayor and City Clerk to execute on behalf of the City.

3.10. First Amendment to Contract with Sequel Contractors, Inc.; and Final Acceptance of Bid No. 22-23.17; SP-4237; Community Development Block Grant, Fiscal Year 2022-2023, Sycamore and Palmyra Neighborhood Street Rehabilitation and Americans with Disabilities Act Wheelchair Access Ramp Replacement at Various Locations and authorization to file Notice of Completion.

ACTION: 1) Approved the First Amendment to Contract in the amount of $92,345.85 to Sequel Contractors, Inc. for the additional work; and authorized the Mayor and City Clerk to execute on behalf of the City; and 2) Accepted Community Development Block Grant, Fiscal Year 2022-2023, Sycamore and Palmyra Neighborhood Street Rehabilitation and Americans with Disabilities Act Wheelchair Access Ramp Replacement at Various Locations as complete and authorized staff to file Notice of Completion with the County Recorder.

3.11. Second Reading and adoption of an Ordinance of the City Council of the City of Orange amending Sections 3.08.080 and 3.08.410 of the Orange Municipal Code. Ordinance No. 12-23

ACTION: Adopted Ordinance No. 12-23.

Approval of the Consent Calendar

Item 3.2 was removed from the Agenda. Councilmember Gutierrez registered a no vote on Item 3.9. All other items were approved as recommended.

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

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

END OF CONSENT CALENDAR

* * * * * * * *

4. REPORTS FROM MAYOR SLATER

None

5. REPORTS FROM COUNCILMEMBERS

5.1. Sweet Orange Program (Barrios/Tavoularis)

Mayor pro tem Barrios provided an update on the Council Sweet Orange Committee.

5.2. Love Orange Day (Barrios)

Mayor pro tem Barrios announced Love Orange Day, a City-wide volunteer day, is on Saturday, October 7.

5.3. Other Councilmember Reports

Councilmember Tavoularis reported on two proposed bills. ACA (Assembly Constitutional Amendment) 1 was signed by the Governor and filed with the Secretary of State; the measure must be approved by California voters. If approved, ACA 1 would reduce the voter threshold from a 2/3 majority to a 55% majority to approve local bonds and certain special taxes. ACA 13 would amend the constitution such that any ballot measure that changes voter threshold needs to pass by the same margin.

Councilmember Gutierrez reported on the El Modena Outreach day held on September 16, 2023.

6. AB 1234 REPORTS

Councilmember Dumitru reported he attended the League of California Cities Annual Conference in Sacramento.

7. ADMINISTRATIVE REPORTS

7.1. Consideration of a two-year professional services agreement with Townsend Public Affairs, Inc. for grant writing and legislative advocacy services.

Sean McReynolds, Senior Associate with Townsend, provided Council with a presentation.

A motion was made by Councilmember Tavoularis, seconded by Councilmember Dumitru, to approve a two-year agreement with Townsend Public Affairs, Inc. in the amount of $216,000 for legislative advocacy and grant writing services expended from account number 100.0201.51780.00000, and authorize the Mayor and City Clerk to execute the two-year agreement on behalf of the City. The motion carried by the following vote:

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

7.2. Consideration of a 50-Year Lease Agreement with Orange County Flood Control District for West Orange Park.

Entered into the record: A modified lease agreement incorporating two minor changes. Under Section 16 of the agreement, strikeout "control trespassing consistent with the County's current park management plan." Under Section 22, the reference name was updated from Riverview Park to West Orange Park.

A motion was made by Councilmember Dumitru, seconded by Mayor pro tem Barrios, to approve amended 50-Year Lease Agreement between Orange County Flood Control District and the City of Orange, allowing the City to develop and operate a passive park on approximately 2.38 acres of land owned by Orange County Flood Control District. The motion carried by the following vote:

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

7.3. Implementation of permit parking on both sides of Palm Avenue from Wayfield Street to Park Lane; both sides of Wayfield Circle south of Palm Avenue; both sides of Park Lane from Dana Place to Palm Avenue; and both sides of Wayfield Street between Palm and Walnut Avenues. Resolution No. 11495.

Public Speakers:
The following spoke in support of approving the permit parking: Cindy Pace, Rose Cunningham, and John Bivens.
Dawn Topete expressed concerns with her street being removed from the original proposal.

A motion was made by Councilmember Gutierrez, seconded by Councilmember Dumitru, to 1) Approve permit parking on both sides of Palm Avenue from Wayfield Street to Park Lane; both sides of Wayfield Circle south of Palm Avenue; both sides of Park Lane from Dana Place to Palm Avenue; and both sides of Wayfield Street between Palm and Walnut Avenues; and 2) Adopt Resolution No. 11495. A Resolution of the City Council of the City of Orange adopting a revised master resolution of designated permit parking areas within the City of Orange. The motion carried by the following vote:

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

8. LEGAL AFFAIRS

8.1. Introduction and First Reading of an ordinance adding Chapter 2.62 to Title 2 of the Orange Municipal Code, and establishing the Santiago Creek Commission; and finding of CEQA exemption. Ordinance No. 13-23.

Public Speaker:
Neil Monnison commented that the proposed commission should not have authority over Chapman Yorba property.

During discussion, City Attorney Vigliotta confirmed the newly established commission would only be advisory and would not have any authority over any projects.

A motion was made by Mayor pro tem Barrios, seconded by Councilmember Gutierrez, to introduce and conduct First Reading of Ordinance No. 13-23. An Ordinance of the City Council of the City of Orange adding Chapter 2.62 to Title 2 of the Orange Municipal Code (Administration and Personnel) establishing a new advisory commission regarding Santiago Creek. The motion carried by the following vote:

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

9. REPORTS FROM CITY MANAGER

9.1. Skatepark Project Update

Assistant Community Services Director Emily Bustamante provided Council with an update on the skatepark project.

Draft

10. ADJOURNMENT

There being no further business, the meeting was adjourned at 7:19 p.m. to a meeting on Tuesday, October 3, 2023 at 6:00 p.m. in the Council Chamber, with Closed Session beginning at 5:00 p.m., if necessary.

The next Regular City Council meeting will be held on Tuesday, October 10, 2023, at 6:00 p.m., in the Council Chamber, with Closed Session beginning at 5:00 p.m., if necessary.

PAMELA COLEMAN
CITY CLERK

DANIEL R. SLATER
MAYOR

Draft

DRAFT MINUTES – NOT AN OFFICIAL RECORD UNTIL APPROVED BY THE CITY COUNCIL

MINUTES - DRAFT

City of Orange

City Council

October 03, 2023

The City Council of the City of Orange, California convened on Tuesday, October 3, 2023, at 5:00 p.m. in an Adjourned Regular Meeting in the Council Chamber, 300 E. Chapman Avenue, Orange, California.

5:00 PM CLOSED SESSION

1. CALL TO ORDER

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

1.1 ROLL CALL

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

2. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

None

3. RECESS TO CLOSED SESSION

The City Council recessed to Closed Session at 5:03p.m. with all Members present to discuss the following:

a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(a) & (d)(1) - Two cases
Name of Case: Mary's Kitchen, et al. v. City of Orange
United States District Court Case No. 8:21-cv-01483-JVS-KES

Name of Case: Mary's Kitchen, et al. v. City of Orange
Orange County Superior Court Case No. 30-2021-01224070

4. CLOSED SESSION REPORT

None

5. ADJOURNMENT

Closed Session was adjourned at 5:50 p.m.

6:00 PM REGULAR SESSION

1. OPENING/CALL TO ORDER

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

1.1 INVOCATION

Given by Reverend Nicky Stade from Refuge OC.

1.2 PLEDGE OF ALLEGIANCE

Led by Councilmember John Gyllenhammer.

1.3 ROLL CALL

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

1.4 ANNOUNCEMENTS

None

1.5 REPORT ON CLOSED SESSION ACTIONS

None

2. PUBLIC COMMENTS

Public Speakers:
Lexie DeRouchey spoke about the importance of equine therapy.
Jeremy Livermore spoke about the leaf blower ordinance and advocated for Council to revisit the ordinance.

3. ADMINISTRATIVE REPORTS

3.1. City of Orange General Fund Financial Forecast.

Finance Director Trang Nguyen provided the staff report and answered Council's questions. Council discussed various options for increasing revenues and addressing the City's fiscal health.

Staff was directed to return to Council with an outside professional services agreement to study increasing the TOT rate and sales tax and adding a utility user tax.

4. ADJOURNMENT

There being no further business, the meeting was adjourned at 7:41 p.m.

The next Regular City Council meeting will be held on Tuesday, October 10, 2023, at 6:00 p.m., in the Council Chamber, with Closed Session beginning at 5:00 p.m., if necessary.

PAMELA COLEMAN
CITY CLERK

DANIEL R. SLATER
MAYOR

Draft

DRAFT MINUTES – NOT AN OFFICIAL RECORD UNTIL APPROVED BY THE CITY COUNCIL

MINUTES - DRAFT

City of Orange

City Council

October 10, 2023

The City Council of the City of Orange, California convened on Tuesday, October 10, 2023, at 5:00 p.m. in a Regular Meeting in the Council Chamber, 300 E. Chapman Avenue, Orange, California.

4:45 PM EMPLOYEE RECOGNITION

1. WELCOME

Mayor Slater welcomed everyone to the Employee Service Awards.

2. EMPLOYEE SERVICE AWARDS

Employees were recognized for their years of service to the City and the community.

3. RECESS

The City Council recessed at 4:53 p.m.

5:00 PM CLOSED SESSION

1. CALL TO ORDER

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

1.1 ROLL CALL

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

Councilmember Bilodeau joined Closed Session at 5:01 p.m. Mayor pro tem Barrios joined Closed Session at 5:02 p.m.

2. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

None

3. RECESS TO CLOSED SESSION

The City Council recessed to Closed Session at 5:02 p.m. with all Members present to discuss the following:

a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(a) & (d)(1) - Two cases
Name of Case: Mary's Kitchen, et al. v. City of Orange.
United States District Court Case No. 8:21-cv-01483

Name of Case: Mary's Kitchen, et al. v. City of Orange
Orange County Superior Court Case No. 30-2021-01224070

b. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6
City Negotiator: Tom Kisela, City Manager
Employee Organizations: Orange Maintenance and Crafts Employees' Association, Orange Management Association, Orange Municipal Employees' Association, and Water Division Employees' Association

RECESS TO REGULAR MEETING: At 6:00 p.m., the City Council recessed from Closed Session to a Regular Meeting in the Council Chamber.

The Council reconvened in Closed Session at 7:55 p.m. with all Members present.

4. CLOSED SESSION REPORT

None

5. ADJOURNMENT

Closed Session was adjourned at 9:14 p.m.

6:00 PM REGULAR SESSION

1. OPENING/CALL TO ORDER

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

1.1 INVOCATION

Given by Pastor Brenton Fessler, Orange Police Department Chaplain & Refuge OC.

1.2 PLEDGE OF ALLEGIANCE

Led by Councilmember Ana Gutierrez.

1.3 ROLL CALL

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

Draft

1.4 PRESENTATIONS/ANNOUNCEMENTS

Recognition of Central Orange Girls Fast Pitch 14U All-Star Panthers Team.

Recognition of Olive Pony World Series 11U Champions.

CalOptima Health and Orange County Social Services Agency Presentation was re-ordered to be heard after the baseball recognition.

Friends of the Orange Public Library Presentation to the Orange Public Library.

El Modena High School Student Liaison Emma Hoffman provided Council with a brief update on school happenings.

Orange High School Student Liaison Nancy Albeno provided Council with a brief update on school happenings.

1.5 REPORT ON CLOSED SESSION ACTIONS

None

2. PUBLIC COMMENTS

Public Speakers:
Ali Raisdanai spoke about an issue with the Orange Police Department.
Carole Walters raised concerns with public safety in the Plaza.

Written Public Comment
Janice Brownfield emailed about the importance of recycling organic waste and reducing methane emissions.

3. CONSENT CALENDAR

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

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

ACTION: Approved.

3.2. Confirmation of warrant registers dated September 7, 14, 21, and 28, 2023.

ACTION: Approved as presented.

3.3. Approval of minutes of the City of Orange City Council Regular Meeting held on September 12, 2023.

ACTION: Approved minutes as presented.

3.4. Agreement with West Publishing Corporation for acquisition and maintenance of ProLaw comprehensive legal case management system.

ACTION: 1) Authorized the appropriation of $25,000 from the Liability fund (740) unreserved fund balance to expenditure account 740.0301.51600.00000 - Legal Services; and 2) Approved the Agreement with West Publishing Corporation in the amount of $60,000 for acquisition and maintenance of ProLaw comprehensive legal case management system; and authorized the Mayor and City Clerk to execute on behalf of the City.

3.5. First Amendment to Agreement with Amber Gregg, Inc. for Planning consulting services.

ACTION: Approved the First Amendment to agreement with Amber Gregg Inc. for Planning consulting services; and authorized the Mayor and City Clerk to execute on behalf of the City.

3.6. First Amendment with Adlerhorst International, LLC, for police canine services; and appropriation of $18,630 in designated donation funding received from the Orange Police Foundation to the Orange Police Department canine program.

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

In response to Council's questions, Police Chief Dan Adams explained how the Police Foundation was established.

ACTION: A motion was made by Councilmember Gutierrez, seconded by Mayor pro tem Barrios, to: 1) Approve First Amendment with Adlerhorst International, LLC, and authorize the Mayor and City Clerk to execute on behalf of the City; 2) Accept into the City's revenue budget an $18,630 donation from the Orange Police Foundation into revenue account number 100.4021.48390.12307, General Fund - K9/SWAT Donations; and 3) Authorize the appropriation of $18,630 into expenditure account number 100.4021.55510.12307 General Fund - K9/SWAT Donations. The motion carried by the following vote:

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

3.7. Appropriation of $30,000 in designated donation funding received from the Friends of the Orange Public Library.

ACTION: 1) Accepted into the City's budget a $30,000 donation from Friends of the Orange Public Library into revenue account number 100.2001.48390.19990, General Fund - Friends of the Library.

2) Authorized the appropriation of $30,000 into the following expenditure account numbers in the General Fund for Friends of the Orange Public Library:

$ 2,000	100.2001.53011.19990	Employee Appreciation
4,250	100.2001.55131.19990	Furniture, Machinery, and Equipment
22,000	100.2004.55131.19990	Furniture, Machinery, and Equipment
1,750	100.2016.53340.19990	Craft Supplies

3.8. Appropriation of $34,522 in designated grant funding received from the California Department of Resources Recycling and Recovery for the Beverage Container Recycling City Payment Program.

ACTION: 1) Accepted into the City's revenue budget a $34,522 grant from the California Department of Resources Recycling and Recovery into revenue account number 220.5022.45290.20536, Sewer - Beverage Container Program 22-23.
2) Authorized the appropriation of $34,522 into the following expenditure account numbers Sewer - Beverage Container Program 22-23:

220.5022.51001.20536	Contractual Services	$21,022
220.5022.53001.20536	Materials and Supplies	$12,000
220.5022.50002.20536	Regular Salaries - Misc	$1,500

3.9. Approval of plans and specifications for Annual Pipeline Renewal Project; authorization to advertise for bids; and finding of CEQA exemption.

ACTION: Approved the plans and specifications and authorized advertising for Bid No. 23-24.13; W-722.

3.10. Approval of plans and specifications for Community Development Block Grant El Modena Basin Public Restroom Improvement Project; authorization to advertise for bids; and finding of CEQA exemption.

ACTION: 1) Approved plans and specifications and authorize advertising for Community Development Block Grant El Modena Basin Public Restroom Improvement Project, Bid No. 23-24.15 (SP-4257); and 2) Approved the use of sole-source supplier, Public Restroom Company, for designing and pre-fabricating of restroom facility for the El Modena Basin Public Restroom Improvement Project.

3.11. Claims for Damages.

Item 3.11 was removed from the Consent Calendar for separate consideration by Councilmember Dumitru.

Council requested staff evaluate the process for denying claims that are submitted incorrectly to the City for another agency and the approval/settlement process.

ACTION: A motion was made by Councilmember Dumitru, seconded by Mayor pro tem Barrios, to deny the following claims and refer to City Attorney and Claims Adjuster:

1. Andrew Hoyt
2. Timeline Pest Control
3. Michael Douglas Henning
4. Anthony Quintero
5. Eusebio Hernandez Ricardo
6. Jennie Mendoza
7. Michelle McGowan
8. Christopher Angell
9. Luis A. Serrano

The motion carried by the following vote:

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

3.12. Final Acceptance of Bid No. 22-23.13, Plaza Park Safety Enhancement Project; and authorization to file Notice of Completion.

ACTION: Accepted Plaza Park Safety Enhancement Project (SP-4230) as complete, and authorized staff to file Notice of Completion with the County Recorder.

3.13. Final Acceptance of Carpet Replacement Project at City Hall and Orange Police Department; and authorization to file Notice of Completion.

ACTION: Accepted the Carpet Replacement Project at City Hall Public Works and Community Development Departments and Police Department as complete, and authorized staff to file Notice of Completion with the County Recorder.

3.14. Sale of surplus property located on the south side of 2045 East Palmyra Avenue.

Written Public Comment
Shirley Grindle emailed in support of approval.

ACTION: Approved the sale of the surplus property located on the south side of 2045 East Palmyra Avenue to Mr. Hamed Soltari for $8,710; and authorized the Mayor and City Clerk to execute the Quitclaim Deed and related documents on behalf of the City.

3.15. Second Reading and adoption of an Ordinance of the City Council of the City of Orange adding Chapter 2.62 to Title 2 of the Orange Municipal Code (Administration and Personnel) establishing a new Commission regarding Santiago Creek. Ordinance No. 13-23.

ACTION: Adopted Ordinance No. 13-23.

3.16. Memorandum of Understanding between the City of Orange and the Orange City Fire Management Association. Resolution No. 11494.

ACTION: Adopted Resolution No. 11494. A Resolution of the City Council of the City of Orange repealing Resolution No. 11275 and all amendments thereto and approving the Memorandum of Understanding between the City of Orange and the Orange City Fire Management Association concerning wages, hours, and other conditions of employment effective July 1, 2023, through June 30, 2026.

3.17. Approval of the Grant of Easement to Southern California Edison at Katella Terrace Apartments located at 1249 E. Katella Avenue.

ACTION: Approved Grant of Easement to Southern California Edison at Katella Terrace Apartments located at 1249 E. Katella Avenue; and authorized the Mayor to execute on behalf of the City.

Approval of the Consent Calendar

Items 3.6 and 3.11 were removed from the Consent Calendar and heard separately. All other items were approved as recommended.

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

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

END OF CONSENT CALENDAR
****

4. REPORTS FROM MAYOR SLATER

None

5. REPORTS FROM COUNCILMEMBERS

5.1. Highlight Local Business (Barrios & Gutierrez)

Mayor pro tem Barrios highlighted the following local business: Get Community. Councilmember Gutierrez highlighted the following local business: Toma Smog.

6. AB 1234 REPORTS

None

7. REPORTS FROM CITY MANAGER

None

8. LEGAL AFFAIRS

8.1. Introduction and First Reading of Ordinance No. 14-23 adding Chapter 2.13 to Title 2 of the Orange Municipal Code Related to Lobbyist Registration and Reporting.

Senior Assistant to the City Manager Jack Morgan provided the staff report and responded to Council's questions. Council discussed the registration fee, which would be adopted by resolution; First Amendment rights; and the creation of a Council ad hoc committee to review the proposed ordinance and Campaign Reform ordinance.

A motion was made by Councilmember Dumitru, seconded by Councilmember Bilodeau, to create a City Council ad hoc committee to review Orange Municipal Code Chapter 2.10 and proposed Ordinance No. 14-23 with a sunset date of three months and one 30 day extension. The motion carried by the following vote:

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

With Council concurrence, Councilmembers Tavoularis, Gutierrez, and Dumitru were appointed as members to the ad hoc committee.

9. PUBLIC HEARINGS

9.1. Public Hearing to consider introduction and First Reading of an ordinance adding Chapter 8.38 of Title 8 ("Health and Safety") to the Orange Municipal Code relating to the registration and monitoring of vacant properties and adoption of a resolution setting the amount of fees for registration, monitoring and appeals.

A motion was made by Councilmember Dumitru, seconded by Councilmember Gutierrez, to continue Item 9.1 to the October 24, 2023, Regular City Council meeting. The motion carried by the following vote:

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

Council recessed at 7:51 p.m. and reconvened in Closed Session at 7:55 p.m. with all Members present.

10. ADJOURNMENT

There being no further business, the meeting was adjourned at 9:14 p.m.

The next Regular City Council meeting will be held on Tuesday, October 24, 2023, at 6:00 p.m., in the Council Chamber, with Closed Session beginning at 5:00 p.m., if necessary.

PAMELA COLEMAN
CITY CLERK

DANIEL R. SLATER
MAYOR

Draft

Agenda Item

City Council

Item #: 3.3. 10/24/2023 **File #:** 23-0623

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

THRU: **Tom Kisela, City Manager**

FROM: **Leslie Hardy, Community Services Director**

1. SUBJECT

Agreement with Grindline Skateparks, Inc. for design services for the Capital Improvement Project Skate Park at Grijalva Park.

2. SUMMARY

This project includes the award of design work for preliminary plans (Phase 1) and construction documents (Phase 2) for a skate park at Grijalva Park. The proposed skate park amenities include a lighted concrete skate park with LED area lighting, spectator seating, fencing, prefabricated restroom facility, paved ADA access, landscaping, and skatepark amenities.

3. RECOMMENDED ACTION

Approve agreement with Grindline Skateparks, Inc. in the amount of $267,690.50 for design services for the Skate Park at Grijalva Park project (20519); and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

The total expenditure for this agreement is $267,690.50 and will be funded in the Skate Park at Grijalva Park Project (20519) through appropriations approved through the Fiscal Year 2024 budget adoption:

Capital Projects (500) account 500.7021.56020.20519 - CIP Building and Improvements	$240,264.50
Grijalva Park Fund (551) account 551.7021.56020.20519 - CIP Building and Imrpovements	27,426.00
Total:	$267,690.50

5. STRATEGIC PLAN GOALS

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

a: Renovate, maintain, develop, and/or expand public use places and spaces.

6. DISCUSSION AND BACKGROUND

The City owns the 42-acre Grijalva Park site which is being developed in phases. The first 15 acres were developed into a park with lighted soccer fields in 2002. In 2005, a Grijalva Park Master Plan

was developed for the remaining 27 acres which included a skate park. Consequently, a skate park was evaluated as part of the corresponding Mitigated Negative Declaration for the Grijalva Master Plan. Therefore, the environmental review for this project is complete.

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 skate park at Grijalva Park. As a result, a Capital Improvement Project (CIP) titled Skate Park at Grijalva Park was approved for Fiscal Year 2023-24 (FY24) for $1,777,426, which also includes $27,426 from Grijalva Park Fund (551). Proposed project elements include:

- Lighted concrete skate park facility
- Prefabricated restroom facility
- Paved ADA access
- Area/security lighting
- Spectator seating

The Request for Proposal for design services (RFP 23-24.02) was advertised on July 13, 2023, and proposals were due on August 14, 2023. Five proposals were submitted. Staff evaluated the proposals based on the firm's experience, overall qualifications, record of success on previous projects, and overall responsiveness to the RFP. Proposal amounts were submitted separately and reviewed after the rating process was complete. A Proposal Abstract Summary (Attachment 1) is attached for reference. Grindline Skateparks, Inc. (Grindline) received the highest score (94.9 out of 100) and had a total base bid amount of $229,871.

Staff contacted the top three firms, Grindline, Tait & Associates, and RHA Landscape Architects-Planners, Inc. with supplemental questions to clarify aspects of their proposals. After reviewing all responses, staff confirmed that Grindline was best qualified for the project design. Grindline has previous experience designing and constructing over 300 skateparks in municipalities across the United States since 2001. They have experience working with stakeholders to incorporate community feedback which is thereby used to design a unique skatepark that will accommodate skaters of all ages, abilities, and skill levels. Their design will not only facilitate service to skateboarders but for all desired wheeled users and may include some BMX features.

Grindline will approach the design with a collaborative, team-based approach, working closely with the City to create a seamless integration into the existing park setting. Given the conditions of the existing site (i.e., landfill), Grindline will identify site constraints and opportunities through site analysis which will also determine the design parameters. Grindline will manage the project as the prime design consultant and will provide bidding assistance and construction management support once the skatepark design is ready to bid for construction.

The design work is into two phases. Phase 1 will begin the process to design the skatepark and amenities and Phase 2 is development of biddable construction documents. Together, both phases will take approximately 7 months to complete and will include several opportunities for public input, including discussion at a future Park Planning and Community Events Commission meeting.

Grindline's base bid total is $229,871. An additional cost of $13,484 for Bidding Assistance and Construction Management Support Services brings the Grindline bid total to $243,355. A 10 percent contingency of $24,335.50 is also included for a total not-to-exceed amount of $267,690.50 and will be funded through the Skate Park at Grijalva Park project (20519). The FY24 approved CIP divides

the funding for the project between the Capital Projects fund (500) and the Grijalva Park fund (551).

7. ATTACHMENTS

- Proposal Abstract Summary
- Professional Services Agreement with Grindline Skateparks, Inc

Agenda Item

City Council

Item #: 3.3. 10/24/2023 **File #:** 23-0623

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

THRU: **Tom Kisela, City Manager**

FROM: **Leslie Hardy, Community Services Director**

1. SUBJECT

Agreement with Grindline Skateparks, Inc. for design services for the Capital Improvement Project Skate Park at Grijalva Park.

2. SUMMARY

This project includes the award of design work for preliminary plans (Phase 1) and construction documents (Phase 2) for a skate park at Grijalva Park. The proposed skate park amenities include a lighted concrete skate park with LED area lighting, spectator seating, fencing, prefabricated restroom facility, paved ADA access, landscaping, and skatepark amenities.

3. RECOMMENDED ACTION

Approve agreement with Grindline Skateparks, Inc. in the amount of $267,690.50 for design services for the Skate Park at Grijalva Park project (20519); and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

The total expenditure for this agreement is $267,690.50 and will be funded in the Skate Park at Grijalva Park Project (20519) through appropriations approved through the Fiscal Year 2024 budget adoption:

Capital Projects (500) account 500.7021.56020.20519 - CIP Building and Improvements	$240,264.50
Grijalva Park Fund (551) account 551.7021.56020.20519 - CIP Building and Imrpovements	27,426.00
Total:	$267,690.50

5. STRATEGIC PLAN GOALS

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

a: Renovate, maintain, develop, and/or expand public use places and spaces.

6. DISCUSSION AND BACKGROUND

The City owns the 42-acre Grijalva Park site which is being developed in phases. The first 15 acres were developed into a park with lighted soccer fields in 2002. In 2005, a Grijalva Park Master Plan

was developed for the remaining 27 acres which included a skate park. Consequently, a skate park was evaluated as part of the corresponding Mitigated Negative Declaration for the Grijalva Master Plan. Therefore, the environmental review for this project is complete.

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 skate park at Grijalva Park. As a result, a Capital Improvement Project (CIP) titled Skate Park at Grijalva Park was approved for Fiscal Year 2023-24 (FY24) for $1,777,426, which also includes $27,426 from Grijalva Park Fund (551). Proposed project elements include:

- Lighted concrete skate park facility
- Prefabricated restroom facility
- Paved ADA access
- Area/security lighting
- Spectator seating

The Request for Proposal for design services (RFP 23-24.02) was advertised on July 13, 2023, and proposals were due on August 14, 2023. Five proposals were submitted. Staff evaluated the proposals based on the firm's experience, overall qualifications, record of success on previous projects, and overall responsiveness to the RFP. Proposal amounts were submitted separately and reviewed after the rating process was complete. A Proposal Abstract Summary (Attachment 1) is attached for reference. Grindline Skateparks, Inc. (Grindline) received the highest score (94.9 out of 100) and had a total base bid amount of $229,871.

Staff contacted the top three firms, Grindline, Tait & Associates, and RHA Landscape Architects-Planners, Inc. with supplemental questions to clarify aspects of their proposals. After reviewing all responses, staff confirmed that Grindline was best qualified for the project design. Grindline has previous experience designing and constructing over 300 skateparks in municipalities across the United States since 2001. They have experience working with stakeholders to incorporate community feedback which is thereby used to design a unique skatepark that will accommodate skaters of all ages, abilities, and skill levels. Their design will not only facilitate service to skateboarders but for all desired wheeled users and may include some BMX features.

Grindline will approach the design with a collaborative, team-based approach, working closely with the City to create a seamless integration into the existing park setting. Given the conditions of the existing site (i.e., landfill), Grindline will identify site constraints and opportunities through site analysis which will also determine the design parameters. Grindline will manage the project as the prime design consultant and will provide bidding assistance and construction management support once the skatepark design is ready to bid for construction.

The design work is into two phases. Phase 1 will begin the process to design the skatepark and amenities and Phase 2 is development of biddable construction documents. Together, both phases will take approximately 7 months to complete and will include several opportunities for public input, including discussion at a future Park Planning and Community Events Commission meeting.

Grindline's base bid total is $229,871. An additional cost of $13,484 for Bidding Assistance and Construction Management Support Services brings the Grindline bid total to $243,355. A 10 percent contingency of $24,335.50 is also included for a total not-to-exceed amount of $267,690.50 and will be funded through the Skate Park at Grijalva Park project (20519). The FY24 approved CIP divides

the funding for the project between the Capital Projects fund (500) and the Grijalva Park fund (551).

7. ATTACHMENTS

- Proposal Abstract Summary
- Professional Services Agreement with Grindline Skateparks, Inc

Project SKATE PARK AT GRIJALVA PARK

PROPOSAL ABSTRACT SUMMARY
Proposal No. 23-24.02

Date Advertised: **7/13/2023 -7/26/2023**
Bid Due Date: **8/10/2023**
Extension: 8/14/2023 at 12PM

Company/Contractor	**Grindline Skateparks, Inc.**	**TAIT & Associates**	**RHA Landscape Architects Planners, Inc.**	**Moore Iacofano Goltsman, Inc. (MIG)**	**Community Works Design Group Landscape Architecture & Park Planning**
City (Location of Contractor)	Seattle, WA	Santa Ana, CA	Riverside, CA	Fullerton, CA	Riverside, CA
Bid Amount Per Request for Bids	$229,871.00	$312,854.00	$237,680.00	$182,526.00	$262,687.00
Scores	**94.9**	**94.2**	**90.2**	**89.5**	**75.5**

PROFESSIONAL SERVICES AGREEMENT
[Skate Park at Grijalva Park Design Services (RFP No. 23-24.02)]

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made at Orange, California, on this _____ day of _____, 2023 (the "Effective Date") by and between the CITY OF ORANGE, a municipal corporation ("City"), and GRINDLINE SKATEPARKS, INC., a Washington 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 provided such services to a municipal agency. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices. The terms and conditions set forth in this Agreement shall control over any terms and conditions in Exhibit "A" to the contrary.

Nathan Bluhm, Senior Project/Landscape Coordinator ("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 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 TWO HUNDRED FORTY-THREE THOUSAND THREE HUNDRED FIFTY-FIVE DOLLARS and 00/100 ($243,355.00) 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.

c. In addition to the scheduled services to be performed by the Contractor, the parties recognize that additional, unforeseen work and services may be required by City's Project Manager. In anticipation of such contingencies, the sum of TWENTY-FOUR THOUSAND

THREE HUNDRED THIRTY-FIVE DOLLARS and 50/100 ($24,335.50) has been added to the total compensation of this Agreement. City's Project Manager 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 City's Project Manager 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 an Amendment to Agreement 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 City's Project Manager. Any and all additional work and services performed under this Agreement 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 City's Project Manager prior to the commencement of such services.

d. The total amount of compensation under this Agreement, including contingencies, shall not exceed TWO HUNDRED SIXTY-SEVEN THOUSAND SIX HUNDRED NINETY DOLLARS and 50/100 ($267,690.50).

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 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.

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 other than a professional act 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 below shall be maintained for the duration of the Agreement.

f. Contractor shall maintain during the life of this Agreement professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a minimum limit of One Million Dollars ($1,000,000) per claim. Contractor agrees to keep such policy in force and effect for at least five (5) years from the date of completion of this Agreement.

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

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

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

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

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

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

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

c. Contractor represents and warrants that Contractor:

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

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

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

(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"
Grindline Skateparks, Inc. 4619 14th Avenue SW Seattle, WA 98106	City of Orange 300 E. Chapman Avenue Orange, CA 92866-1591
Attn.: Matt Fluegge	Attn.: Nathan Buhm
Telephone: 206-612-3401 E-Mail: matt@grindline.com	Telephone: 714-532-6491 E-Mail: nbluhm@cityoforange.org

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

[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"**
GRINDLINE SKATEPARKS, INC., a Washington 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: _____ Melissa M. Crosthwaite Senior Assistant City Attorney

***<u>NOTE</u>: City requires the following signature(s) on behalf of the Contractor:**

-- **(1) the Chairman of the Board, the President or a Vice-President, <u>AND</u> (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. <u>OR</u>**

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

√

EXHIBIT "A"

SCOPE OF SERVICES

[Beneath this sheet.]

EXHIBIT "A"

Attachment A

FEE PROPOSAL SUMMARY

This page is to be submitted in a separate sealed envelope.

The undersigned as bidder declares that he/she has carefully examined the location of the proposed work, and hereby proposed and agrees, if the proposal is accepted, to do all work required to complete the said work for the price set forth. The undersigned has checked all words and figures inserted in the bid submittal, and understand that the City of Orange will make no allowance for any error or omission on the part of the undersigned. The undersigned has thoroughly read and understood all seven pages of this RFP.

Task 1 – Preliminary Plan $ $128,558.00 (Figures)

Task 2 – Construction Documents $ $101,313.00 (Figures)

Total Bid Two Hundred Twenty Nine Thousand Eight Hundred Seventy One Dollars and Zero Cents (Words) $ $229,871.00 (Figures)

Rates and Fees

- Include a separate additional hourly schedule that includes 'Rates and Fees' for services requested after award that may be considered as extra or additional work not included in this proposal.

THE CITY OF ORANGE RESERVES THE RIGHT, AND IS HEREBY GRANTED THE RIGHT, TO REJECT ANY AND ALL PROPOSALS, TO ACCEPT OTHER THAN THE LOWEST PROPOSAL, AND TO WAIVE ANY INFORMALITY IN THE PROPOSAL.

Authorized Signature _____

Printed Name: Matt Fluegge

Title: Chief Executive Officer

Name of Company: Grindline Skateparks, Inc.

State License Number and Classification Designation: CA License #910106 "A" General Engineering

Executed this 11 day of August, 2023 at Seattle, ~~California.~~ Washington.

GRINDLINE
SKATEPARKS, INC.

Skate Park at Grijalva Park Design Fee Proposal

Item	*Labor*	*Quantity*	*Unit*	*Rate*	*Cost*	***Totals***
PRELIMINARY DESIGN						
Project Startup, Site Visit, 1st Open House						
	Principal	12	hrs	$175.00	$2,100.00	**$10,047.00**
	Lead Design	0	hrs	$155.00	$0.00	
	Design Associate	8	hrs	$100.00	$800.00	
	Rick Engineering	1	ls	$4,571.00	$4,571.00	
	Design West Engineering	1	ls	$921.00	$921.00	
	Expenses	0	ls		$1,655.00	
Geotechnical						
	Geotech Report	1	ls	$13,000.00	$13,000.00	**$13,000.00**
Existing Conditions Survey						
	Rick Engineering	1	ls	$14,469.00	$14,469.00	**$14,469.00**
Environmental Support						
	Rick Engineering	1	ls	$69,300.00	$69,300.00	**$69,300.00**
Preliminary Design Development						
	Principal	16	hrs	$175.00	$2,800.00	**$13,111.00**
	Lead Design	24	hrs	$155.00	$3,720.00	
	Design Associate	8	hrs	$100.00	$800.00	
	Rick Engineering	1	ls	$4,571.00	$4,571.00	
	Expenses	0	ls		$1,220.00	
Final Conceptual Design						
	Principal	8	hrs	$175.00	$1,400.00	**$8,631.00**
	Lead Design	12	hrs	$155.00	$1,860.00	
	Design Associate	8	hrs	$100.00	$800.00	
	Rick Engineering	1	ls	$4,571.00	$4,571.00	
	Expenses	0	ls		$0.00	
	Subtotal					**$128,558.00**
50% Construction Documents						
	Principal	4	hrs	$175.00	$700.00	**$31,427.00**
	Lead Design	4	hrs	$155.00	$620.00	
	Design Associate	16	hrs	$100.00	$1,600.00	
	Rick Engineering	1	ls	$21,140.00	$21,140.00	
	Design West Engineering	1	ls	$7,367.00	$7,367.00	
90% Construction Documents/Technical Specifications						
	Principal	4	hrs	$175.00	$700.00	**$51,570.00**
	Lead Design	4	hrs	$155.00	$620.00	
	Design Associate	24	hrs	$100.00	$2,400.00	
	Rick Engineering	1	ls	$35,233.00	$35,233.00	
	Design West Engineering	1	ls	$7,367.00	$7,367.00	
	Spire Structural Engineering	1	ls	$5,250.00	$5,250.00	

4619 14th Ave SW, Seattle, WA 98106 | 206.932.6414 | inform@grindline.com

GRINDLINE
SKATEPARKS, INC.

100% Sealed Construction Documents/Technical Specifications					
Principal	2	hrs	$175.00	$350.00	**$18,316.00**
Lead Design	2	hrs	$155.00	$310.00	
Design Associate	8	hrs	$100.00	$800.00	
Rick Engineering	1	ls	$14,094.00	$14,094.00	
Design West Engineering	1	ls	$2,762.00	$2,762.00	
Subtotal					**$ 101,313.00**
Total Services					**$229,871.00**

Optional Services:

Construction Administration

Rick Engineering	1	ls	$6,300.00	$6,300.00
Design West	1	ls	$4,284.00	$4,284.00
Grindline				
Bidding Assistance	1	ls	$1,000.00	$1,000.00
Site Visits (per trip)	1	ls	$1,900.00	$1,900.00

See attached for Hourly Rates

GRINDLINE
SKATEPARKS, INC.

GRINDLINE BILLING RATES

	Cost	Unit
DESIGN BILLING RATES		
Principal/Lead Design	$175.00	HR
Project Manager	$155.00	HR
Design Associate	$100.00	HR
CONSTRUCTION BILLING RATES		
Foreman - Prevailing	$175.00	HR
Cement Mason - Prevailing	$160.00	HR
Laborer - Prevailing	$135.00	HR
CONSTRUCTION EQUIPMENT RATES		
Mini Ex, Skid Steer (Delivery Fee per item)	$500.00	May vary per job
Mini Ex* excl delivery	$575.00	per day*
Mini Ex* excl delivery	$4,200.00	per month
Skid Steer* excl delivery	$700.00	per day*
Skid Steer* excl delivery	$3,800.00	per month
Air Compressor (for shotcrete)	$800.00	per day
Pump	$1,500.00	per day
Pump, Compressor, Operator	$3,000.00	per day
Boom Pump	$3,100.00	per day
Tools & Equipment	$105.00	per day
Tools & Equipment	$350.00	per week
Fence, Container, Toilet, Dumpster	$700.00	per week

4619 14th Ave SW, Seattle, WA 98106 | 206.932.6414 | inform@grindline.com

GRINDLINE

SKATEPARKS, INC.

Request for Proposal -
Skate Park at Grijalva Park.
Design Services for the City of Orange, CA.
NO. 23-24.02

GRINDLINE
SKATEPARKS, INC.

GRINDLINE
SKATEPARKS, INC.
CA License #910106 "A" General Engineering

Nathan Bluhm
Senior Project/Landscape Coordinator
714- 532- 6491
nbluhm@cityoforange.org

Skate Park at Grijalva Park. Design Services for the City of Orange, CA. NO. 23-24.02

Dear Nathan Bluhm,

Grindline Skateparks Inc. appreciates the opportunity to submit a proposal to the City of Orange for design services of the New Skatepark at Grijalva Park. Grindline was incorporated in Washington State on April 8, 2002 and has since been evolving the art and science of skateparks with a track record of over 300 successful skatepark design and construction projects nationally and internationally on our resume. When it comes to skatepark specialists, our ability to translate the needs of a community into a new landscape of skateboard terrain is unrivaled by any other company in the world. Grindline can complete all skatepark specific design services including Site Analysis, Community Outreach, Conceptual Design, Cost Estimating, final Construction Documents, Bidding Assistance and Construction Support if requested.

Grindline will manage this project as the Prime Design Consultant to provide a single point of contact throughout the life of this project and we will leverage our ongoing professional relationships with local subconsultants Rick Engineering (for Civil Design and Landscape Architecture), Spire Structural Engineers, and Design West Engineering (for electrical engineering). Collectively, our team have local staff possessing necessary skills and qualifications required to support and compliment Grindline in providing a successful project for the City. We have previously worked together as a team in Anaheim, Vista, Lake Elsinore, San Juan Capistrano, and are currently working on a project in San Buenaventura.

It is our understanding that the City of Orange is motivated to design a "state of the art" skatepark utilizing the latest skate park design principles. We understand that the design should accommodate all ages, abilities, and skill levels. We use our "Ladder of Progression" to ensure this is accomplished. Not only should the design facilitate service to skateboards but for all desired wheeled users as well. We fully understand that the project should include but is not be limited to: lighted concrete skate park with LED area lighting, electrical infrastructure for security cameras, shaded spectator seating, fencing, pre fabricated restroom facility, paved ADA access, landscaping, and skatepark amenities. Not only focused on the functionality, but the design will engage with the surrounding area and blend into the area with a cohesive sense of place. Using design elements to reflect the Orange's sense of place within not only the community, but the entire region. We understand that the design should be oriented between approximately 10,000-12,000 square feet. We have years of experience building skateparks to similar scopes and sites, while simultaneously being of the highest quality standard as well as implementing safety through CPTED design philosophies. Our combination of world class skatepark design and local knowledge make our team the best fit for your project.

Within our submission, you will find information about our team, previous project experience, and our design methodology. Our combination of world class skatepark design and knowledge make our team the best fit for your project. Collectively, we are enthusiastic about this project and the prospect of developing a skatepark that will meet the needs of the City and serve as an active recreation destination for the youth and families of the community. As the CEO of Grindline Skateparks, I am authorized to represent the firm in any negotiations and sign any legally binding contracts for this project.

Sincerely,

Matt Fluegge
Chief Executive Officer
matt@grindline.com
206.612.3401
GRINDLINE SKATEPARKS, INC.

4619 14th Ave SW, Seattle, WA 98106 | 206.932.6414 | inform@grindline.com

Our Company

GRINDLINE SKATEPARKS, INC.

Since 2002, the Grindline team has designed, sculpted, and skated millions of tons of concrete across the United States and around the World. Grindline has developed the full spectrum of skate terrain including street courses, bowl complexes, snake runs, pump tracks, hobbit trails, professional training facilities, skateable sculptures and all those features yet to be named. We translate the needs of local skaters into skatepark designs that will progress with them into the future. Our parks range in size from the largest skatepark in North America all the way down to a single skate obstacle. Regardless of square footage, skaters are riding our parks from dawn to dusk. We have designed and constructed over 300 skateparks to date, from Orcas Island in Washington State to the Holy Lands of Israel, giving us an intimate understanding of building community through skateboarding.

As a contractor specializing in concrete construction, we are highly aware of the effects from the growing amount of hardscape on the environment. On every job, Grindline incorporates green construction techniques such as:

- Recycled concrete for sub base materials
- Fly-ash in our concrete and shotcrete mixes
- On-site stormwater management
- Recycling of construction materials such as formwork and site spoils

Grindline has the appropriate financial and staffing resources to undertake a project of this scope and size. It is the normal means of business for Grindline to manage, design, and construct multiple projects at any given time such that each meets its specified objectives. Our office is staffed such that any given task can be performed on more than one project at any given time. Our multiple construction crews allow for us to construct multiple projects simultaneously. Our positive financial position includes a $250,000 revolving line of credit with a local commercial bank, surplus cash reserves held with a local bank, over $380,000 in positive working capital, a bonding program with an A+-rated Surety (Travelers) that supports $6,000,000 aggregate of projects with a $2,000,000 single project limit as well as revolving credit accounts with local and national material suppliers.

ROC City Skatepark - Rochester, NY

Our Philosphy

Star Skatepark - Star, ID

A successful skatepark is the result of an entire community coming together to work toward a common purpose. It's our responsibility to engage all interest groups throughout the development of their park and motivate them to work together. We aim to empower skate advocates and community groups by giving them the tools and knowledge they need to make informed decisions about their park. The development process relies on a commitment to collaboration and communication amongst stakeholders. We facilitate the exchange of ideas and information related to aesthetics, safety, crime prevention, as well as programming, and meld these "needs" and "wants" into a successful skatepark. Our principal design philosophy is based on our recognition that every community and project site is unique, requiring a skatepark design tailored to its location. To do so, our approach is based on four fundamentals:

- Open collaboration with the client and community through community involvement & public outreach
- Timeless Designs that appeal to all ages and skill levels
- Integration & Context
- Efficient Engineering, Sustainable Design and Budget Management

DESIGNING FOR DIFFERENT SKILL LEVELS

Grindline's designs offer a Ladder of Progression for skaters to incrementally develop their skills and advance their sport. The skatepark is more than a sum of all its individual elements, it is the overall experience of the park that brings end users back—day after day, week after week.

Beginner

Small and low street elements are among the most important to a balanced skatepark formula. These features can be can be equally enjoyed by skaters off all skill levels, but are especially fun for beginners.

Intermediate

Intermediate street elements and mellow transitional features are key to successful skatepark planning. These features are accessible to the majority of skateboarders, and therefore are in higher demand. For skaters working towards advanced street skills, we can include various stair sets and sizes for "step by step" development.

Advanced

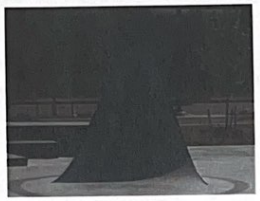
Grindline is renowned for including bigger and more challenging transitions that encourage higher speeds and large airs that seasoned skateboarders desire. With endless flow, advance transitional and street features attract advanced users from near and far on a weekly basis. For advanced street skaters, the elements incrementally grow in size and difficulty that encourages their continued progression and growth.

Our Creativity

It is important that skateparks incorporate the feel of the local community in creative ways. Grindline has extensive experience of working with communities during the public outreach process to determine how to tie a skatepark in with the community through the use of historical, cultural, geographical, or other thematic elements. Below are some examples.

Natural Connections
Hana Skatepark
Hana, HI

The community of Hana, Hawaii wanted the skatepark to reflect how important surfing is in the community and the volcanic nature of the Hawaiian Islands. Grindline came up with an organic flowing design with multiple volcanos centrally located. The organic flow reflects the local nature of surfing, while paying homage to the volcanic nature of the Hawaiian Islands.



Regional Context
A-Dog Memorial Park
Burlington, VT

Burlington's new skatepark features a skateable sail sculpture to tie in with Burlington's rich sailing history on adjacent Lake Champlain. It also features a manual pad that is shaped like the state of Vermont for a regional tie in.

Cultural Connections
S'klallam Tribe Skatepark
Port Gamble, WA

The place of the salmon in the S'klallam tribe's history and culture cannot be overstated. The five stair above set was painted to represent the scales of the salmon in order to honor it's presence in the lives of the members of the S'klallam tribe.

Historic Re-Use
Paine's Park Skatepark
Philadelphia, PA

Paine's Park in Philadelphia features recycled granite from both Love Park and City Hall, both of which were legendary skate spots in the late 90's and early 2000's. As the park is supposed to be the legal replacement for the skates's getting tired of getting kicked out of Love Park, we brought an existing skate spot back to life for the skateboarders of Philadelphia.

Multi- Purpose Features
McVicker Park Skatepark
Lake Elsinore, CA

At McVicker Park, we created a unique seating/skating experience dubbed "Skatium Seating." There was an elevation change from the parking lot to the skatepark where the City wanted to build concrete bleechers for the event seating. By including transition at the end of each riser, we made the bleachers a unique entrance to the park when not being used for events.

Artist Connection
Tibbet's Valley Skatepark
Issaquah, WA

The Tibbet's Valley Skatepark worked with a local artist to create one of a kind art work for the features of the skatepark. Not only giving the skatepark a unique look, but also tyeing it directly into the local community.

Our Ability To Problem Solve

Just like every Grindline Skatepark, each designated project site is unique. Each distinctive construction site seems to come with at least one problem, sometimes completely unique to anything we have seen before. At Grindline we strive to identify these problems early in the design process, and turn them into opportunities to manifest, design, plan, and finally implement innovative solutions. The following list are just few examples of the problems we have come across, and the innovate solutions we have executed to mitigate them.

Location	Problem ✗	Solution ✓
Jamail Skatepark Houston, TX 	The site was located in Houston's Buffalo Bayour Park (a bayou converted to an urban park/greenway) which was susceptible to hurricane related flood events and also included unpredictable soil with potential for expansion when extremely saturated.	We worked with our structural, civil, and geotechnical sub consultants to design the skatepark bowls to both fill up with, and hold water during these events. This allowed the bowls to act as stormwater detention facilities during these events, while the weight of the water also acted as ballast to keep the bowls from lifting due to hydrostatic pressure from the expansive soils.
Volcom Brothers Skatepark Mammoth, CA 	Several large boulders (some being immovable) we unearthed during excavation of the skatepark. The boulders that were moveable would have been a costly unforeseen condition if they were to be removed from the site.	Grindline was able to implement some value engineering to the project by designing around the immoveable boulders, while even utilizing a portion of them as actual skateable elements. This quickly executed field change also provided an enhanced aesthetic, tying the skate facility in with its surrounding context.
Rhodes Skatepark Boise, ID 	A site located under a freeway overpass with bridge pillars scattered throughout the site, potentially requiring easements and impeding skateboarding circulation. Ownership/ Lease agreements for the site were held by three public agencies: Idaho Department of Transportation, Ada County Highway District, and City of Boise.	The Grindline design/build team worked with all 3 agencies to design and construct approved skateable features around the pillars, while accommodating required maintenance access routes, and without compromising the structural integrity of the pillars themselves. The shape and texture of the pillars themselves provided an opportunity for visual enhancements through the addition of LED accent lighting.
Vista Skateparks System Vista, CA 	The Vista contract required that 2 skateparks be constructed on two adjacent sites, with a required skatepark size that would take up nearly the entire site footprint, leaving very little area to accommodate Southern California's very strict on site water treatment requirements	Our team implemented innovative "Modular Wetlands" into both skatepark designs. These pre-cast concrete vaults allow storm water to be treated as required within a much smaller footprint and also self-irrigated some plantings on the project.

DESIGN WEST ENGINEERING

WE SWEAT THE DETAILS

The MEP systems behind any facility are the details that you expect to work, not notice.

We see our role on your team in the same light. Our work is an integral part of your project functioning as it should. It goes far beyond just accurate engineering. It has everything to do with what we call good service.

FIRM OVERVIEW

In January of 2000, Design West Engineering was founded by partners Rob Cronk and Mark Galle. They set out to build an engineering company that would be focused, first and foremost, on delivering our architectural and construction partners with exceptional service.

The idea was simple, the model worked, and the company has thrived. Now, Design West has become a leading engineering firm across the West Coast.

Each team member is hand-selected to ensure the Design West standard for customer service is upheld and our staff has become known for technical excellence, outstanding communication, and pushing the boundaries of technology. In the end, it is all driven by the same focus: be the very best at serving our clients' needs.

Engineering Services

Mechanical	**Electrical**	**Plumbing**	**Commissioning**
Fire Protection	**Technology**	**Utility Coordination**	**Energy**

Park Experience

Design West's team brings you expertise in parks and community buildings, having a long history of experience with countless city and county clients as well as various state and federal agencies. Beyond just designing to the project type, this experience includes successful support of public works bidding and construction administration services. It includes effective communication and collaboration with various regulatory agencies, utility companies, governmental departments, and multiple stakeholders.

THE FOUR COMMITMENTS OF CUSTOMER SERVICE

We know the only way to earn your trust is through consistent quality engineering, but exceptional customer service is the real foundation Design West is built on. We are committed to active collaboration, clear and consistent communication, purposeful creativity, and working with care. Our entire team knows it's our job to make sure you don't just like our work, but love working with us.

Collaboration | **Communication** | **Creativity** | **Care**

Key Personnel

Matt Fluegge

CEO, Principal in Charge - Grindline Skateparks, Inc.

As Grindline's CEO and Senior Project Manager, Matt has the authority and responsibility for the daily management of the project. He develops project scope and budgets, generates accurate cost estimates, oversees preparation of project documents, communicates with clients, and manages schedules. Matt has extensive interdisciplinary experience from leading design teams and working with architects, engineers, surveyors, and artists. Matt reviews and approves all project deliverables, attends site meetings, handles changes in the scope of contracts and gets final acceptance of the projects. Matt will be the primary contact for this project and his contact information can be found in the cover letter.

James Klinedinst

Senior Project Manager - Grindline Skateparks, Inc.

For this project James will provide cost estimating and QC of construction documents during design. During construction, he'll provide construction support for our onsite foreman and construction crews. James works closely with the design and construction crews to bring projects in on schedule and on budget, with the quality of craftsmanship that Grindline is famous for. He is a highly skilled AutoCAD and Rhino technician with extensive insight towards graphic and drafting multimedia. James is responsible for the preparation of Grindline's construction documents, taking the project from conceptual design to detailed construction bid documents.

Brett Johnson

Lead Skatepark Designer - Grindline Skateparks, Inc.

Brett Johnson initially joined the Grindline Team as an intern while in his 3rd year of Washington State University's Voiland College of Engineering and Architecture. With his degree in Civil Engineering and specialty in Structural Engineering, Brett brings highly valuable engineering knowledge to the world of skatepark design. Brett is one of Grindline's Skatepark Designers and AutoCAD Draftsmen. He applies his engineering focus on designing safe and economical skateparks for a changing environment and increases the efficiency in the use of skatepark construction materials.

RICK ENGINEERING COMPANY

Patricia Trauth PLA, AICP, LEED AP

Principal - RICK Engineering Company

Patricia Trauth is an Principal at RICK and has more than 30 years of experience providing landscape architectural services to the southern California region. As a licensed landscape architect in California, a certified planner and a LEED accredited professional, she has planned and designed numerous public projects throughout the Los Angeles basin. Her projects have received awards from organizations including CMAA, ASCE, APWA, ULI, APA, ASLA, and NAVFAC. Throughout her career Patricia has been an active practitioner of sustainable design. She has been responsible for spearheading projects through LEED certification. Patricia is the Landscape Architect of record for a dozen projects at the San Diego International Airport and has shifted the airport's philosophy to embrace a regional, drought tolerant landscape.

Key Personnel

Barry Cowan, PE

Associate Principal - RICK Engineering Company

Barry Cowan is an Associate Principal at RICK and serves as the Office Manager for the Irvine Office. Components of work served by the Irvine office under Barry's direction are general civil land development, pavement rehabilitation, traffic and transportation engineering, water quality design, and land surveying and mapping. Work assignments consist of managing design teams, performing preliminary design, and PS&E for streets, highways, freeways and interchanges, as well as land development projects for both public and private clients.

Dan Burk, PE

Principal Project Engineer - RICK Engineering Company

Dan Burk is a Principal Project Engineer at RICK's Orange County office. During the last 18 years at RICK, Dan has served as Project Engineer leading a staff of engineering designers and drafters in the preparation of preliminary and final construction documents for public and private clients, specifically in residential developments, roadway, highway, and commercial site improvements.

Devin Kelley, PE

Assistant Project Engineer - RICK Engineering Company

Dan Burk is a Principal Project Engineer at RICK's Orange County office. During the last 18 years at RICK, Dan has served as Project Engineer leading a staff of engineering designers and drafters in the preparation of preliminary and final construction documents for public and private clients, specifically in residential developments, roadway, highway, and commercial site improvements.

Teresa TG Wilkinson

Director of Environmental Planning - RICK Engineering Company

Teresa TG Wilkinson is the Director of Environmental Planning Services at RICK. Focusing on environmental planning project management, environmental compliance, and permitting, she has 34 years of experience managing and preparing environmental analyses and documentation in accordance with California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) requirements, and serves local, state, and federal government agencies, public and private sector clients and nongovernmental organizations.

Jeremy C. Welton, SE

Principal - Spire Structual Engineering Inc.

Mr. Welton is the company founder responsible for overall management and engineer of record on various new design and reuse/upgrade projects of all materials and many structural systems. Performed numerous analyses and evaluations of existing structures. Designed equipment anchorage for building and heavy industrial equipment.

Key Personnel

Alexandros G. Bletsos, SE

Principal - Spire Structual Engineering Inc.

Mr. Bletsos will serve as the project Structual Engineer and manage Spire Structual Engineering Inc.'s scope of work. Principal of the company responsible for managing a group of engineers and drafters on a wide range of projects. Responsible for the entire project cycle from writing proposal, structural design, getting the project through plan check, and the construction phase. Projects include equipment anchorage for hospitals, tenant improvements, and structural analysis of the structure of specific equipment. The majority of the projects fall under OSHPD jurisdictions.

Roy Morales

Electrical Department Head / Project Manager - Design West Engineering

Roy has relationships with many of the local agencies after providing years of reliable design and service to this clientele. His experience includes design for buildings, sports fields, street lighting, and solar photovoltaic systems. Roy is a Senior Project Manager as well as the Electrical Department Head for the San Bernardino office. Roy joined the Design West team after working several years with Dream Engineering when the company was bought out in 2009. Roy brought an expertise in electrical applications, including parks and street projects. His greatest sector of work is with municipal clients. Beyond exterior lighting projects, he also great experience with essential service facilities, community buildings, government operations facilities, aviation buildings, and Federal government projects. His wide-ranging experience includes design for communication towers, generator systems, utility coordination, electrical distribution, communications distribution (copper & fiber optic), commercial buildings, and industrial buildings. Roy is a proven team leader, both in how he runs his teams internally, and how he runs his project teams when working with clients.

Torguson Park Skatepark - North Bend, WA

Technical Approach Narrative

Project Understanding - Based off the information provided by the City, our current understanding of the project is as follows:

TASK 1 – CONCEPTUAL/PRELIMINARY PLAN
The successful firm is to prepare a Conceptual/Preliminary Plan with schedules and probable construction cost estimates. Consultant services shall include, but not be limited to the following:

- An understanding of the Grijalva Park Master Plan, the project design program, and the project site and scope.
- Understanding and review of existing record drawings. The City of Orange will provide to the successful firm all available existing AutoCad/electronic files of the park site.
- Conduct site reconnaissance and site survey to confirm existing conditions.
- Preparation of an engineered base map which includes: the site boundary/property line, existing grades, location of existing roads, utilities, parking, facilities and improvements, and identification of public right of ways and the location of relevant property ownership and easements if applicable.
- Conduct a kick-off meeting and subsequent meetings with City staff.
- Conduct two (2) public input meetings.
- Provide a schedule and timeline showing activity and duration for each task, and relevant milestones.
- Review and identify environmental issues and criteria and prepare associated reports and documentation.
- Prepare conceptual/preliminary plans and support information such as materials boards etc. as necessary to convey design intent.
- Prepare colored presentation documents for and participate in public meetings as needed such as Park Planning and Community Events Commission and City Council.
- Prepare a comprehensive cost estimate and identify any long lead items.
- Provide cost saving alternatives for the City to consider.

PRELIMINARY PLAN REQUIREMENTS:
This scope of work assumes the following program: new lighted skate park facility, pre fabricated restroom facility, area/ security lighting, paved ADA access to all facilities for pedestrians and maintenance equipment/vehicles, shaded spectator seating/viewing area(s), fencing, benches, water bottle filling stations, trash receptacles, bike racks, landscaping, etc. Preliminary Plan shall include the following:

- Placement of all new facilities and improvements including setbacks, and any hardscape and/or paving adjustments for typical pedestrian and maintenance vehicle ingress/egress into and around the new facilities and improvements.
- New landscaping.
- Preparation of a Water Quality Management Plan.
- Preparation of a Preliminary Grading Plan.
- A legend that references and clearly identifies, but is not limited to, all perimeter and interior sidewalks, existing structures and buildings, trees, parking area(s), park lighting, seating areas, paving/hardscape areas, fencing/ walls and any/all park site amenities.
- Photo imagery of the proposed new facilities and improvements that are critical in communicating the design intent.
- The Conceptual/Preliminary plan is subject to criteria as specified within the City of Orange Landscape Standards and Specifications Section III, and Parks Construction Standards Section I - Design Guidelines and Construction Document Preparation.
- The final scale of the finished Conceptual/Preliminary plan will be determined by the City of Orange representative and the design firm.
- The Conceptual/Preliminary plan is subject to City of Orange staff review.

ESTIMATED COST/VALUE ENGINEERING OF PROPOSED WORK:
The successful firm is to prepare an initial opinion of probable construction costs for the proposed work. Cost estimate and value engineering is to be comprehensive and include all reasonable and relevant phases of construction/installation.

TASK 2 - CONSTRUCTION DOCUMENTS:
The successful firm is to prepare final working drawings (plans, details, schedules, and specifications) for the new improvements as well as any park elements/areas that are to be renovated, to reflect the conclusions of the environmental review and all approvals. Plans and specifications shall comply with all adopted Federal, State, and local laws, ordinances and codes and shall include the following but not be limited to:

- Cover Sheet
- Grading and Drainage Plans and Details

- Construction Plans and Details
- Architectural Plans and Details
- Structural Plans and Details
- Electrical Plans and Details
- Utility Plans and Details
- Irrigation Plans and Details
- Planting Plans and Details
- Specifications

ADDITIONAL NOTES FOR CONSTRUCTION DOCUMENT PLAN PREPARATION:

- Construction documents are to be bid ready, including all general notes and specifications.
- The construction documents are to comply with all City of Orange Design Guidelines and, if applicable, State of California irrigation and City of Orange planting design standards.
- Irrigation plans are to comply with the City's guidelines for Water Efficient Landscapes (WELO).
- The construction document plans/sheets are to be drawn no smaller than 1"= 20' scale.
- The final plan set is subject to City of Orange review. Any needed revisions to the plan set will be provided at no extra fee.

Scheduling - Each of our Project Managers have completed formal educational training, receiving post graduate certificates from University of Washington Project Management Program. We are well versed in Critical Path Method (or CPM) scheduling for both design and construction, and will tailor our customized CPM Master Schedule Template to your project specifically. Through close communication with the Project Team we will develop a list of appropriate tasks throughout the lifecycle of project, while identifying key deliverables and milestones within each of the project phases. Our experience with Microsoft Project software allows us to revise schedules on the fly if needed and communicate that information back to the project team. During construction each of our foreman is equipped with mobile daily reporting software which allows our PM's to get information that may impact schedule and/or budget from the field immediately so that we can alert the Owner's Representative and determine the best course of action.

Budget Control - With Grindline's vast experience in Skatepark projects, we understand the unique set of challenges that accompany the design/build approach. Here at Grindline we see the Design approach as an opportunity to maximize a project budget through the following:

1. Preliminary organized framework that is easy for all parties to understand and decipher.
2. Complete budget transparency through design and construction.
3. Treating the Project Budget as a living document where changes can be easily tracked and traced.
4. Engaging all stakeholders to prioritize the project elements and maintain sort of a project "menu" based on those priorities.
5. Organized accounting and project tracking throughout in order to provide backup upon request for any project costs incurred.

A revised budget document will be prepared and submitted at every design submittal phase throughout the design process. For use of preliminary estimating, we maintain a significant data base of past bids and proposals from the last 18 years and are constantly updating material and labor costs in the areas we work in. Grindline works on a nationwide basis with both public and private projects and we continually document budget trends to assist clients in developing realistic budgets. As we move through the project we will constantly value engineer the project to maximize your budget. As the design develops, we will reach out to and solicit local subcontractors for hard costs in order to lock in a project program based on the refined budget document.

If the projected costs are significantly below budget levels, we will present and discuss possible project scope expansions to take advantage of project scale in lowering unit costs. Should the projected costs exceed the budget, we will revisit the design elements, materials and methods to determine where changes can be made without sacrificing important project goals. In both cases, the final decisions on scope increases or reductions remains with the City, and in both cases, the project would not intentionally move forward without a resolution to the issue.

Progress Reports and Required Meetings - We have provided review/coordination meetings in our scope of work at important milestones but the interval and timing of actual Progress Review Meeting will be determined at the Project Kick-off meeting. Prior to each Progress Review Meeting, the Design Team will submit an updated schedule and all completed or partially completed plans, specifications and estimates which have been developed or altered since the last Progress Review Meeting.

Scope of Services

TASK 1: PROJECT STARTUP

1a Obtain site information: Grindline will review existing site information and determine what additional information is required to complete the design. We will obtain a geotech report for the skatepark site.

1b Project Kick Off Meeting: Grindline will meet with the Citynd any other key stakeholders to discuss and finalize project objectives including scope, schedule and budget. A communication plan will be made to identify preferred communication methods. Key meetings and deliverables will be scheduled and areas requiring coordination such as public meetings, online forums and exchange/review of documents will be identified. The discussion will identify any outstanding issues with the project, and propose solutions for any issues identified.

1c Site Visit: Grindline and the Project Team will do a site visit to review the existing conditions, explore opportunities and constraints of the site, evaluate and review current usage of existing skatepark, adjacent park facilities, and programming spaces to assist in design development.

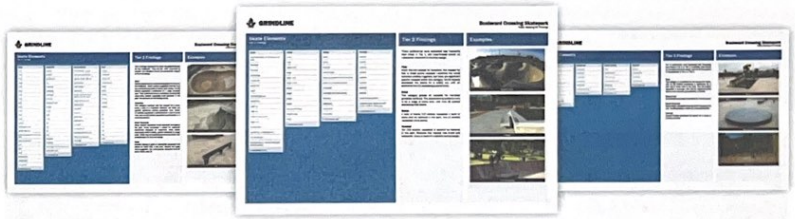
Existing Site Conditions - The proposed skatepark site is located at the Grijalva Park 368 N. Prospect Street Orange, CA 92869. The site is relativly flat with a slight slope, this gives the ability to ensure adequate drainage is provided for the park. The site contains lots of good lines of sight in from the many walking paths, as well as both N McPherson Road and the road that circles the South and West side of Grijalva Park. However there are is a large uninhabited area to the West with groupings of trees that may block views into the area. Implementing CPTED (Crime Prevention Through Environmental Design) practices should be highly considered when designing for this area to avoid blindspots and ensure safety for all users.

Current and Planned Improvements - The skatepark must integrate with existing and future adjacencies at the Downtown Recreation Complex. Restrooms, walkways, connection paths, park seating, non-skatepark play areas, and parking all play roles in the skatepark placement on site. We will look at the siting of current skatepark as well as connections to and from the skatepark.

External Circulation & Public Safety - We look at how users get to the skatepark, whether by car, board, bike, foot, public transportation, and determine if any improvements need to be included in the current and future phases of the project to allow safe access to the skatepark. And, as in any park where younger citizens will gather, we put CPTED principles into practice to discourage or impede criminal behavior and, at the same time, encourage honest citizens to keep a watchful eye.

Internal Circulation - Proper placement of amenities, traffic patterns, and circulation through the park are reviewed. We scrutinize the location and placement of the proposed skate features to create smooth flow through the skatepark and avoid potential collision routes or blind spots. We identify safe paths for spectators in the skatepark by properly locating entrances to the facility and including passive zones for viewing or resting areas.

1d Public Design Meeting #1: Grindline proposes a public design meeting on the same day as the kick off meeting and site visit to get input from stakeholders on the type of features to be included in the skatepark design. The goals of this meeting is introduce Grindline to community, explain the design/public input process, and share how the community drives the project development. We provide end users with the project specific knowledge the need to make informed decisions that will determine the ultimate vision for the skatepark. In order to address varied ideas and ideals about skatepark design, this meeting will be highly interactive. In addition to vetting important issues through meaningful discussion, we encourage other types of 'hands on' involvement such as writing, sketching, and real time modeling of park ideas/elements alongside our team. We then build consensus by identifying commonalities among different stakeholders to drive the skatepark design. Our social media channels are always open to collect feedback from the community in the event members cannot attend in person or wish to comment later the process.



ABOVE: ANALYSIS OF FINDINGS FROM PUBLIC MEETINGS

1e Coordination Meeting #1: Grindline will summarize all information collected in task 1a - 1d in a Project Startup Report and submit for review by the Project Team. Via phone conference/online meeting, the Grindline and the Project Team will meet to discuss the Project Startup Report and finalize the direction for moving forward with the design of the Skatepark. Solutions will be proposed for any issues identified in the Project Startup Report

TASK 1 DELIVERABLES

Project Startup report addressing the following:

- Site Inventory / Analysis identifying site opportunities and constraints
- Recommendations for renovations and repairs to the existing park with associated costs for each item Updated schedule and preliminary budget
- Summary of Input from Public Design Meeting #1
- Geotech Report

TASK 2: CONCEPTUAL DESIGN

Skate parks are more than athletic facilities. They are gathering places and can be focal points for other activities like concerts, competitions or community events. Facilities must be designed to meet skating demands, incorporate areas for spectators, and to appropriately blend with their existing surroundings. Through the use of custom materials and the placement of green space in and around the design, the skatepark ties into the overall form and function of its setting. Conceptual Designs illustrate our skatepark philosophy to key stakeholders and the community in interactive, full color presentations of the custom skate features and facilities included in the project. 3D models allow us to clearly and effectively communicate our skatepark concepts to the client and community as well as assist in the development of accurate cost estimates and material take-offs. The result is a design produced from the ideas and recommendations of ALL stakeholders involved with the project.

2a Preliminary Concept: Based on the findings in the Project Startup and direction from the Project Team, Grindline will develop 1 Preliminary Conceptual Design and submit for review. This will be submitted in both a plan view with elevations and multiple three-dimensional renderings, and include both the actual skatepark and proposed amenities. The submission will also include a revised budget document and quantity of material estimates for review.

2b Public Design Meeting #2: In a public meeting similar to Public Design meeting #1, Grindline will present the Preliminary Concept and get feedback. Concepts will be presented through a combination of photos, Power Point slides, and interactive 3-D models. Input collected at this meeting will be used to create the final concept.

2c Final Concept: Based on input and direction from Task 2b, Grindline will create a Final Concept and submit for review. Similar, to Task 2a, will be submitted in both a plan view with elevations and multiple three-dimensional renderings, and include both the actual skatepark and proposed amenities. The submission will also include cost and quantity of material estimates for review.

TASK 2 DELIVERABLES

- Preliminary and Final Concepts submitted in 3d renders and site plan
- Updated budget and quantity of material estimates with each submittal

Manchester Skatepark Concept - Manchester, VT.

TASK 3 CONSTRUCTION DOCUMENTS

Cutting edge design and drafting software are important tools for our designers, draftsmen and engineers use to convert concepts into permit ready construction drawings. The latest versions of AutoCAD and Rhinoceros software give us the ability to develop dimensionally correct design concepts from the beginning of design development. Viewing the 3D model alongside a full set of construction documents and technical specifications give us an opportunity to check adherence to local building codes and engineering requirements. Drawings are produced in ACI, ASTM, CSI, or state organizational formats. We are also well versed with ASTM Section F2334 – Standard for Above Ground Public Use Skatepark Facilities, ASTM F2480 - 06 Standard Guide for In-ground Concrete Skateparks, as well as Skaters for Public Skateparks Public Skatepark Development Guide, the industry's most frequently used reference publications.

3a Coordination Meeting #3: Grindline will meet with the Project Team via phone / internet to discuss the Final Concept. The final approved concept will be used to create detailed plans and specifications for construction and meet any permitting requirements.

3b Construction Documents: 50%, 90%, and 100% Construction Documents will be submitted, along with high quality, professional construction drawings, details, specifications and cost estimates for all aspects of the skate improvements. The documents will include an updated estimate of probable costs and material quantities for the skatepark.

Construction document submissions will include the following:

- Site Plan & Details
- Site Grading Plan
- Demolition/Erosion Control Plan
- Drainage Plan
- Skatepark Materials Plan
- Skatepark Vertical Controls
- Civil Details
- Skatepark Horizontal Controls
- Skatepark Jointing Plan
- Skatepark Sections
- Skatepark and Site Details
- Technical Specifications
- Final cost estimate and quantity of skatepark materials estimate.
- Water Quality Management
- Tribal Consultation Support
- Biological Resources Report
- AG/GHG Report
- Draft & Final IS/MNO
- GIS/Technical Editing
- Topographic and Utility Base Map
- Electrical/Lighting Plan & Details
- Detention Analysis
- WQMP
- Hydromodifiation Management Analysis
- 100% Landscape Plans
- Final Landscape Plans

TASK 3 DELIVERABLES

- 50%, 90%, and 100%, Construction Documents including Plans, Technical Specifications, and Final Cost Estimate.
- Updated Schedule for remainder of the project

Strawberry Hill Skatepark Concept - Bainbridge Island, WA

TASK 4: CONSTRUCTION SUPPORT SERVICES (optional)

A. Bid Assistance: The Design Team will provide pre-qualification language that the City can insert into the bid documents to ensure that only capable firms with a successful track record of building skateparks similar to the scope and scale of this one can bid on the project. The Design Team will attend the pre-bid meeting is available to respond to any RFI's during bidding. Preparation of an addendum shall be completed by the Design Team and reviewed/approved by the City if required.

B. Construction Support: The Design Team will attend the pre-construction meeting and conduct site visits/field inspections during construction. Each field visit/inspection would be followed up with a field report and digital photos noting any items needing correction, as well as general comments based on the field visit. An onsite inspection would be given upon substantial completion and the Design team would produce a report listing all punchlist items to be completed prior to acceptance of the project. The Design Team will also complete the following services during construction.

PHASE IV DELIVERABLES

- Provide pre-qualification language for bid package
- Attend pre-construction meeting.
- Review and approve all required shop drawings and submittals.
- Field report for each site visit
- Punchlist report
- Review all payment requests for the project to ensure project completeness.
- Review and assist any change orders that may come up in the project.
- Prepare and deliver as-built plans of the project at the conclusion of the construction.
- Provide a copy of all records to the Client

PROGRAMMING, OPERATIONS & MAINTENANCE

At Grindline our motto is "Grindline for Life". When you hire Grindline we embrace your community and are with you long after the Grand Opening. While a Grindline skatepark is a self-sufficient venue for year-round recreation, planning and care will add to the success of the project. Grindline has done numerous projects with multiple phases (such as Hideaway Park in Winter Park) and we provide maintenance plans to enhance the lifespan of your skatepark. Grindline has valuable relationships with organizations such as Skate Like a Girl, United States Skateboarding Education Association, and the Stronghold Society who collectively advocate for skateboarding and host programs to give local youth access to the sport. Programs such as skate lessons, skate camps, contests and demonstrations provide opportunities to further support the skateboarding community.

Our collective experience in the field of skatepark design and construction also gives us the knowledge to assess skateparks in terms of physical condition and carry out maintenance and repair actions to extend the life of a skatepark. On aging skateparks, we can evaluate the current function and condition of the skatepark, provide cost of repairs, and create a service plan for ongoing maintenance and/or repair.

Tibbet's Valley Skatepark - Issaquah, WA

McVicker Park Skatepark

Lake Elsinore, CA

"Forward Thinking and Timeless". The City of Lake Elsinore's project goal is a shared characteristic of Grindline. Throughout our history we have prided ourselves on leading the industry in innovation and "outside the box" thinking - traits applied to our design-build methods brought to Lake Elsinore for McVicker Skatepark's re-invention. **To truly think outside the box, sometimes you have to be willing to break the box.** We removed the slab in its entirety as well as eliminated the existing fence. With space opened up, we redefined the footprint of and expanded the park both horizontally and vertically. We blended transitional and technical street features based on public input, arranged desired features creating unlimited flow options and endless lines. And, in the end, the skatepark will once again be at the heart of the McVicker community recreation. The final product – the utmost EXTREME skatepark facility imaginable.

OWNER
City of Lake Elsinore, CA

GRINDLINE'S SCOPE
Skatepark Designer & Contractor

DESIGN
April – June 2018

CONSTRUCTION
July – December 2018

BUDGET
Design: $79,500
Construction: $680,000

SIZE
13,500 SQ FT

PROJECT TEAM
Matt Fluegge
Project Manager

Micah Shapiro
Lead Designer

Dave Palmer
Construction Manager

CONTACT
Johnathan O. Skinner, MPA
Director of Community Services
City of Lake Elsinore
(951) 674-3124, ext. 266
jskinner@Lake-Elsinore.org

Vista Skatepark System

Vista, CA

OWNER
City of Vista, CA

GRINDLINE'S SCOPE
Prime Designer & Contractor

DESIGN
April 2015 - February 2016

CONSTRUCTION
March 2017 - January 2018

BUDGET
Design: $86,000
Construction: $3,100,000

SIZE
Approximately 11,000 sq ft for each park

PROJECT TEAM
Matt Fluegge
Project Manager

Micah Shapiro
Lead Designer

Bryan Hartman
Site Superintendent

CONTACT
Jack Flaherty
Vista Skatepark Coalition
(760) 521-7458
jack@vistaskatepark.org

Grindline was selected to lead a multidisciplinary Design/Build team to design and construct two skateparks for the City of Vista. The City had two sites located one block apart. Both site were in a highly urban setting, so the skatepark designs needed to address issues such as pedestrian safety (a new signal and pedestrian barrier were designed for Santa Fe Ave), integration of parking (both sites have parking included in the alley), as well as the need for a restroom and a means for users to safely get from one skatepark to the other. **After a series of community meetings the consensus was for the northern location to be designed as a street plaza and the southern site as the bowl/transition park.** The bathroom was located at the northern site because it was more likely that this would be the location that parents would bring the kids to. During design it was decided that the alley would be the safest route for users trying to get from on park to the other, and so it was paved and designed to be skateable.

Ponderosa Park Skatepark

Anaheim, CA

OWNER
City of Anaheim, CA

GRINDLINE'S SCOPE
Prime Designer & Contractor

DESIGN
February - December 2015

CONSTRUCTION
December 2015 - June 2016

BUDGET
Design: $86,000
Construction: $544,000

SIZE
10,000 SQ FT

PROJECT TEAM
Matt Fluegge
Project Manager

Micah Shapiro
Lead Designer

Bryan Hartman
Site Superintendent

CONTACT
JJ Jimenez
Community Services Department
Associate Project Planner
(714) 765-4901
jjimenez@anaheim.net

Grindline was selected to lead a multidisciplinary Design/Build team to design and construct a skatepark located in Ponderosa Park for the City of Anaheim. The site presented numerous challenges such as many mature trees and a large power line running through the middle of the skatepark site. Grindline was able to come up withe a design the met the needs of the local end users while meeting the City's requirements and integrating with existing site conditions. The design features a unique, one of a kind pool style bowl that was designed with input from the local skateboarders to replicate an existing backyard swimming pool in Anaheim. It also features numerous street features and smaller transitions to provide something for everyone. The park was completed in June 2016 and has generated a buzz among southern California skateboarders with its' unique design.

Past & Current Projects

KEY | *Design* ***Design/Build*** *Maintenance

2023
Allegany, NY
Vashon Island, WA Phase 2
Cle Elum, WA
*Orcas Island, WA
Chehalis Tribe, WA
Ephraim, UT
Lincoln, NE
Owego, NY
*Oceanside (Alex Road), CA
*Mukilteo, WA
Parklane, Portland, OR
Enumclaw, WA
Reading, PA
Ridgefield, WA
Muskegon, MI
Pontiac, MI
*Friday Harbor, WA
Petaluma, CA
San Buenaventura, CA
Tupelo, MS
Gypsum, CO
Vancouver, WA (Marshall Park)

2022
Port Huron, MI
Chelan, WA
*Everett (Walter E. Hall), WA
Boise, ID (Molenaar Park)
Cle Elum, WA
*Herndon, VA
Hilo, HI
Hurricane, WV
Kamiah, ID
*Corpus Christi (Cole Park), TX
*Maui County, Kihei (Kalama), HI
Lockport, NY
*Mukilteo, WA
Meridian, MS
Newton County, GA Phase 2
(Denny Dobbs)
Ocean City, MD
*North Houston, TX
*Buffalo, NY
Oroville, CA
Republic, WA
San Juan Capistrano, CA
Sammamish, WA
Troy, NY
*Oceanside (Alex Road), CA
*Seattle (Ballard Bowl), WA
Tucson, AZ (Cushing St)
Valparaiso, IN
Anacortes, WA
*St. Helena, CA
Bainbridge Island, WA
Edmonds, WA
*Zelienople, PA
Ellicottville, NY

2021
Greenfield, WI (The Turf Renovation)
Anchorage, AK
*Kent, WA
*Issaquah, WA
Salida, CO
Wilkeson, WA (Bacon and Eggs)
Auburn, NY
*Kremmling, CO
*Mukilteo, WA
Buffalo, NY Phase 3
Black Diamond, WA
Washington, DC
*Sammamish, WA
Baltimore, MD
Jamestown, NY
*Seatac, WA
Springville, NY
Newton County, GA
Seattle Center, WA
Sun Prairie, WI
North Bend, WA
*San Juan Capistrano, CA
*Winter Park, CO
Dover, DE

2020
Salem, MA
Sun Prairie, WI
Atlanta, GA
*Wauwatosa, WI
Parklane Portland, OR
Milwaukee, WI (TURF)
ROC City Skatepark
*Galveston, TX
*Round Rock, TX
Hudson, OH
*Zionsville, IN
*Snoqualmie, WA
*Tehaleh, WA
Hapeville,GA
Wauwatosa, WI
Wilmington, DE
Zellenople, PA

2019
Anchorage, AK
Spokane, WA
Kalama, HI
*Round Rock, TX
Manchester, VT
*St. Helena, CA
Adidas Corporate HQ, Portland, OR
*Ann Arbor, MI
Lake Elsinore, CA
Edmonds, WA
Detroit, MI
Oregon City, OR
Cookeville, TN
North Bend, WA
Maple Valley, WA
Wenatchee, WA

2018
N. Houston BMX Park, TX
Smithfield, UT
Orcas Island, WA
Chico, CA
St Bernard Parish, LA
Allentown, PA
Bainbridge, WA
Baltimore, MD
Columbus, OH
Maple Valley, WA
Oklahoma City, OK
Plymouth, MA
Reading, PA
Stony Point, NY

2017
Issaquah, WA
Palisade, CO
Seattle "Lake City", WA
Wilmington, OH
Darrington, WA
Sheboygan, WI
Leavenworth, WA
Lapwai, ID
Bellevue, WA
Pine Point, MN
San Diego, CA
Coeur d'Alene, ID
Olympia, WA
Madisonville, KY

2016
Monroe, WA
Amherst, NY
Buckley, WA
San Francisco 'Hilltop", CA
Anaheim, CA
Middleton, ID
Lake Stevens, WA
Sonoma, CA
Bryan, TX
Colfax, CA
Boise, ID
Ashdod, Israel
Star, ID
Marshfield, MA
Union Gap, WA
Coeur D' Alene, ID

2015
Portage, WI
Snoqualmie, WA
Montague, MA
Tuscaloosa, AL
Kenmore, WA
New Hanover County, NC
McCook, NE
Atlanta, GA
Portland "Beech", OR
Tuscon, AZ
Pine Ridge, SD
Wounded Knee, SD
Hopkinsville, KY
Amherst, NY
Yellow Springs, OH
Vista, CA
Cypress, TX
Oakland, CA
Zelienople, PA
Israel "Hadera"
Israel "Netanya"

2014
Baker, MT
Tulalip Tribes, WA
Marshfield, MA
Issaquah, WA
Louisville, KY
Cave Junction, OR
Wilkeson, WA
Newburgh, NY
Wilmington, DE

2013
Philadelphia, PA
Bingen, WA Phase II
Carnegie, PA
Arlington, TX
Seattle "Benefit", WA
Skatercity, Denmark

Optimist Park Skatepark - Port Huron, MI 2023.

North Houston Skatepark - Houston, TX 2014.

KEY | *Design* ***Design/Build*** *Maintenance

Spring, TX
Bob Burnquist, CA
Corpus Christi, TX
Scappoose, OR
Rockton, Il
Lakeland, TX
Sturgeon Bay, WI
Milford, CT
Waco, TX
Israel "Rishon"
Israel "B'er Shiva"
Port Gamble, WA

2012
Seattle, WA
- Judkins Park
- Roxhill Park
Medford, NJ
South Kitsap, WA
Cleveland, OH
Tehaleh, WA
Sante Fe, NM
Lahaina, HI
College Park, MD
Seatac, WA
Hana, HI
El Paso, TX
Redlake, MN
Westpoint, MS
Copenhagen, Denmark
Pine Ridge, SD

2011
Atlanta, GA - 4th Ward
Ithaca, NY
Herzelia, Israel
Kfar Saba, Israel
San Marcos Phase 2
San Antonio, TX
Parkersburg, WV
Tacoma, WA - Kandle Park
Auburn, WA

2010
Vashon, WA
Villa Park, IL
Delridge Seattle, WA
Copenhagen, Denmark
Aurora, CO
Tacoma, WA - Norpoint
Norfolk, VA
Cleveland, OH
College Park, MD
Seattle, WA - Jefferson Park
Bingen, WA
Herndon, VA
Lewiston, ID
Bethlehem, PA
Houston, TX - Spring Park
Portland, OR - Steel Bridge

2009
San Jacinto, CA
Muckleshoot Tribal Skatepark
College Station, TX
Portland, OR - Steel Bridge
Aurora, CO
Imperial Beach, CA
Yonkers, NY
Edwards, CO
San Diego, CA - Campland
Wilmington, OH
St. Helena, CA
Tacoma, WA - Norpoint
Colerain, OH
Seattle, WA - Delridge
Seattle, WA - Seattle Center
Winter Park, CO - Phase 2

2008
Oceanside, CA
Kelso, WA
Lawrence, IN
Fayetteville, WV
Bakersfield, CA
Yakima, WA
Bainbridge, GA
Bellevue, WA - Highlands
Forks, WA
Tualatin Hills, OR
Myrtle Creek, OR
Canadaigua, NY
Erie, PA
Galveston, TX

2007
Tacoma, WA - Stewart Heights
Silver City, NM
Nantucket, MA
Boston, MA
Lahaina, HI
Mooresville, NC
Hendersonville, NC
Glennwood Springs, CO
Kremmling, CO
Wheeling, WV
Stamford, CT
Sitka, AK
Vancouver, WA
Houston, TX
Tuba City, AZ
Phoenix, AZ
Everett, WA
Amarillo II, TX
Farmington Hills, MI
Bellefontaine, OH
Idaho Falls, ID
St. Helena, CA
Oceanside, CA
Wichita Falls, TX

2006
Lakeway, TX
Kettle Falls, WA
Grove City, OH
Weed, CA
Hudson, MA
Jackson, WY
Winter Park, CO
Ridgeway, CO
Galveston, TX
Round Rock, TX
Coos Bay, OR
Corpus Christie, TX
Irrigon, OR
San Marcos, TX

2005
San Francisco, CA
Houston, TX
Battleground, WA
Currituck, NC
Yakima, WA
Oxford, MS
Austin, TX
Prosser, WA
Tyler, TX
Duvall, WA
Missoula, MT
Atlantic Beach, FL
Athens, GA
Prairie Village, KS
Shawnee, KS
San Angelo, TX
Amarillo, TX
Fairplay, CO
Aztec, NM
Telluride, CO
Jonesboro, AR

2004
Portage, MI
Kokomo, IN
Arlington, WA
Leavenworth, WA
Spokane Valley, WA
Whiting, IN
Carnation, WA
Milton, WA
Bellevue, WA
- Highlands
- Lakemont
Bellingham, WA
Longview, WA
Clarkston, WA
YMCA of Mukilteo, WA
Dillon, MT
McKinleyville, CA
Carnation, WA
Vancouver, WA
Anchorage, AK

2003
Great Falls, MT
Carbondale, CO
Athens, OH
Spokane, WA
Cody, WY
Sandpoint, ID
Kent, WA
Nags Head, NC - YMCA
Trinidad, CO

2002
West Linn, OR
Orcas Island, WA
Seattle, WA - Ballard Skatepark
Okinawa, Japan
Port Angeles, WA
Leavenworth, WA

2001
Butter Bowl, Seattle
Bainbridge Island, WA
Sumner, WA
Baker City, OR
Monroe, WA

Orcas Island Skatepark - Orcas Island, WA 2002.

Butter Bowl - Seattle, WA 2001.

ID	Task Name	Duration	Start	Finish	Resource Names
1	Notice To Proceed	1 day	Mon 11/6/23	Mon 11/6/23	Owner
2	**DESIGN**	**150 days**	**Tue 12/5/23**	**Mon 7/1/24**	
3	Kick-Off Meeting	0.33 days	Tue 12/5/23	Tue 12/5/23	Grindline,Owner
4	Site Visit	0.33 days	Tue 12/5/23	Tue 12/5/23	Grindline,Owner
5	Public Design Meeting #1	0.34 days	Tue 12/5/23	Tue 12/5/23	Grindline
6	Submit Project Startup report	0 days	Tue 12/5/23	Tue 12/5/23	Grindline,Owner
7	Acquire survey and geotech	30 days	Wed 12/6/23	Tue 1/16/24	Grindline
8	Coordination Meeting #1	1 day	Wed 12/6/23	Wed 12/6/23	Grindline,Owner
9	Develop Preliminary Conceptual Design	20 days	Thu 12/7/23	Wed 1/3/24	Grindline
10	Submit Preliminary Conceptual Design	0 days	Wed 1/3/24	Wed 1/3/24	Grindline
11	City Review	10 days	Thu 1/4/24	Wed 1/17/24	Owner
12	Public Design Meeting #2	1 day	Thu 1/18/24	Thu 1/18/24	Grindline
13	Refine Concept	10 days	Fri 1/19/24	Thu 2/1/24	Grindline
14	Submit Refined Concept	0 days	Thu 2/1/24	Thu 2/1/24	Grindline
15	City Review	10 days	Fri 2/2/24	Thu 2/15/24	Owner
16	Coordination Meeting #2	0 days	Thu 2/15/24	Thu 2/15/24	Grindline,Owner
17	Submit Final Design	1 day	Fri 2/16/24	Fri 2/16/24	Grindline,Owner
18	Develop 50% PS&E	25 days	Mon 2/19/24	Fri 3/22/24	Grindline
19	Submit 50% PS&E	0 days	Fri 3/22/24	Fri 3/22/24	Grindline
20	City Plan Check	10 days	Mon 3/25/24	Fri 4/5/24	Owner
21	Coordination Meeting #3	1 day	Mon 4/8/24	Mon 4/8/24	Grindline,Owner
22	Develop 90% PS&E	20 days	Tue 4/9/24	Mon 5/6/24	Grindline
23	Submit 90% PS&E	0 days	Mon 5/6/24	Mon 5/6/24	Grindline
24	City Plan Check	10 days	Tue 5/7/24	Mon 5/20/24	Owner
25	Coordination Meeting #4	1 day	Tue 5/21/24	Tue 5/21/24	Grindline,Owner
26	100% Building/Safety/Permit Set	20 days	Tue 4/9/24	Mon 5/6/24	Grindline
27	100% Submit Building/Safety/Permit Set	0 days	Mon 5/6/24	Mon 5/6/24	Grindline
28	100% Building/Safety/Permit Set Review	30 days	Tue 5/7/24	Mon 6/17/24	Owner
29	Final Design Approval	10 days	Tue 6/18/24	Mon 7/1/24	Owner

Page 1

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Leavitt Group Northwest
PO Box 833
Auburn WA 98071

CONTACT NAME: Kelly DeMarritt
PHONE (A/C, No, Ext): (800)726-8771 FAX (A/C, No): (866)726-9168
E-MAIL ADDRESS: kelly-demarritt@leavitt.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: AIX Specialty Insurance Company	12833
INSURER B: Ohio Security Insurance Company	24082
INSURER C: Admiral Insurance Company	24856
INSURER D: Integrity Specialty Insurance Company	16427
INSURER E: Navigators Specialty Insurance Company	36056
INSURER F:	

INSURED
Grindline Skateparks, Inc.
4619 14th Ave SW
Seattle WA 98106

COVERAGES CERTIFICATE NUMBER: 23/24 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			LL2-J070543-01	7/7/2023	7/7/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			BA863417872 Written on Form CA0001	6/21/2023	6/21/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A D	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			LL2J070545O1 - 1st Layer 01-SXL-P00059626-1 - 2nd Layer	7/7/2023 7/7/2023	7/7/2024 7/7/2024	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WA Stop Gap Employers Liability LL2-J070543-01	7/7/2023	7/7/2024	Per claim/Aggregate PER STATUTE X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 5M/5M $ 1,000,000 $ 1,000,000 $ 1,000,000
C E	Prof Liab, $1M Faulty Workman Pollution Liability			EO00001269614 SF23ECPU00081NC	1/12/2023 02/09/2023	1/12/2024 2/09/2024	Per Claim $2,000,000 Per claim: $5,000,000	Agg $4,000,000 Agg $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
matt@grindline.com
EXHIBIT OF INSURANCE

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Rob Bush/KEDEME

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ACORD 25 (2014/01)
INS025 (201401)

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Matt Fluegge
Chief Executive Officer

EDUCATION

Post Graduate Project Management Program
University of Washington

Bachelor of Landscape Architecture
Washington State University

PROFESSIONAL EXPERIENCE

2003 - Present
Principal Project Manager - Design
Grindline Skateparks

2003 - Present
Principal Project Manager - Build
Grindline Skateparks

Qualifying Party for State Contractor's License
ID, OR, CA, AZ, HI, NM, WV, FL, NC, SC, LA, MS, MT, WA, VA, UT, GA, TN

OSHA 30 Certification

CESCL Certified Erosion & Sediment Control Lead
WA/OR

GRINDLINE
SKATEPARKS, INC.

BIO

As Grindline's CEO, Matt has overall responsibility for managing the operations and administration for Grindline Skateparks. With 19 years of skatepark experience and 300+ projects completed, Matt ensures that all contract obligations are fulfilled and maintains a high level of communication with clients for the duration of their project. Matt oversees all of Grindline's construction and design projects. He is responsible for developing project scope and budgets, generating accurate cost estimates, overseeing preparation of project documents, communicating with clients, and scheduling projects. Matt has extensive experience working with architects, engineers, surveyors, and artists on interdisciplinary design teams.

PROJECTS

2023
Allegany, NY
Vashon Island, WA Phase 2
Cle Elum, WA
Chehalis Tribe, WA
Ephraim, UT
Lincoln, NE
Owego, NY
Parklane, Portland, OR
Enumclaw, WA
Reading, PA
Ridgefield, WA
Muskegon, MI
Pontiac, MI
Petaluma, CA
San Buenaventura, CA
Tupelo, MS
Gypsum, CO
Vancouver, WA (Marshall Park)

2022
Port Huron, MI
Chelan, WA
Boise, ID (Molenaar Park)
Cle Elum, WA
Hilo, HI
Hurricane, WV
Kamiah, ID
Lockport, NY
Meridian, MS
Newton County, GA Phase 2 (Denny Dobbs)
Ocean City, MD
Oroville, CA
Republic, WA
San Juan Capistrano, CA
Sammamish, WA
Troy, NY
Tucson, AZ (Cushing St)
Valparaiso, IN
Anacortes, WA
Bainbridge Island, WA
Edmonds, WA
Ellicottville, NY

2021
Greenfield, WI (The Turf Renovation)
Anchorage, AK
Salida, CO
Wilkeson, WA (Bacon and Eggs)
Auburn, NY
Buffalo, NY Phase 3
Black Diamond, WA
Washington, DC
Baltimore, MD
Jamestown, NY
Springville, NY
Newton County, GA
Seattle Center, WA
Sun Prairie, WI
North Bend, WA
San Juan Capistrano, CA
Dover, DE

2020
Salem, MA
Sun Prairie, WI
Atlanta, GA
Parklane Portland, OR
Milwaukee, WI (TURF)
ROC City Skatepark
*Galveston, TX
Hudson, OH
*Zionsville, IN
Hapeville,GA
Wauwatosa, WI
Wilmington, DE
Zelienople, PA

2019
Anchorage, AK
Spokane, WA
Kalama, HI
*Round Rock, TX
Manchester, VT
*St. Helena, CA
Adidas Corporate HQ, Portland, OR
*Ann Arbor, MI
Lake Elsinore, CA
Edmonds, WA
Detroit, MI
Oregon City, OR
Cookeville, TN
North Bend, WA
Maple Valley, WA
Wenatchee, WA

2018
N. Houston BMX Park, TX
Smithfield, UT
Orcas Island, WA
Chico, CA
St Bernard Parish, LA
Allentown, PA
Bainbridge, WA
Baltimore, MD
Columbus, OH
Maple Valley, WA
Oklahoma City, OK
Plymouth, MA
Reading, PA
Stony Point, NY

2017
Issaquah, WA
Palisade, CO
Seattle "Lake City", WA
Wilmington, OH
Darrington, WA
Sheboygan, WI
Leavenworth, WA
Lapwai, ID
Bellevue, WA
Pine Point, MN
San Diego, CA
Coeur d'Alene, ID
Olympia, WA
Madisonville, KY

2016
Monroe, WA
Amherst, NY
Buckley, WA
San Francisco "Hilltop", CA
Anaheim, CA
Middleton, ID
Lake Stevens, WA
Sonoma, CA
Bryan, TX
Colfax, CA
Boise, ID
Ashdod, Israel
Star, ID
Marshfield, MA
Union Gap, WA
Coeur D' Alene, ID

2015
Portage, WI
Snoqualmie, WA
Montague, MA
Tuscaloosa, AL
Kenmore, WA
New Hanover County, NC
McCook, NE
Atlanta, GA
Portland "Beech", OR
Tuscon, AZ
Pine Ridge, SD
Wounded Knee, SD
Hopkinsville, KY
Amherst, NY
Yellow Springs, OH
Vista, CA
Cypress, TX
Oakland, CA
Zelienople, PA
Israel "Hadera"
Israel "Netanya"

2014
Baker, MT
Tulalip Tribes, WA
Marshfield, MA
Issaquah, WA
Louisville, KY
Cave Junction, OR
Wilkeson, WA
Newburgh, NY
Wilmington, DE

2013
Philadelphia, PA
Bingen, WA Phase II
Carnegie, PA
Arlington, TX
Seattle "Benefit", WA
Skatercity, Denmark
Spring, TX
Bob Burnquist, CA
Corpus Christi, TX
Scappoose, OR

And More...

James Klinedinst
Senior Project Manager

EDUCATION

Post Graduate Project Management Program,
University of Washington

Engineering Technology
Western Washington University

PROFESSIONAL EXPERIENCE

2005 - Present
Senior Project Manager
Grindline Skateparks

2017 - Present
Skatepark Assessment Specialist
Grindline Skateparks

20 Years of Construction Experience

OSHA 30 Certification

CESCL Certified Erosion & Sediment Control Lead

GRINDLINE
SKATEPARKS, INC.

BIO

James works closely with the design and construction crews to bring projects in on schedule and on budget, with the quality of craftsmanship that Grindline is famous for. He is a highly skilled AutoCAD and Rhino technician with extensive insight towards graphic and drafting multimedia. James is responsible for cost estimating and construction estimating for bids. He works alongside the design team to cost estimate projects and produce real-time costing based on actual construction costs. James is ready to offer prompt response to anything that may arise during the bid and construction process. James has 18 years of skatepark experience and 300+ completed projects with his time at Grindline.

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Pontiac, MI
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Gypsum, CO
Vancouver, WA (Marshall Park)

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Cle Elum, WA
Hilo, HI
Hurricane, WV
Kamiah, ID
Lockport, NY
Meridian, MS
Newton County, GA Phase 2 (Denny Dobbs)
Ocean City, MD
Oroville, CA
Republic, WA
San Juan Capistrano, CA
Sammamish, WA
Troy, NY
Tucson, AZ (Cushing St)
Valparaiso, IN
Anacortes, WA
Bainbridge Island, WA
Edmonds, WA
Ellicottville, NY

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Middleton, ID
Lake Stevens, WA
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Coeur D' Alene, ID

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Kenmore, WA
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Carnegie, PA
Arlington, TX
Seattle "Benefit", WA
Skatercity, Denmark
Spring, TX
Bob Burnquist, CA
Corpus Christi, TX
Scappoose, OR

And More...

Brett Johnson
Lead Designer

EDUCATION

Bachelors in Civil Engineering
Washington State University

Pierce College
University of Washington

PROFESSIONAL EXPERIENCE

2020 - Present
Lead Designer
Grindline Skateparks

2015 - 2020
Design Associate
Grindline Skateparks

BIO

Brett Johnson initially joined the Grindline Team as an intern while in his 3rd year of Washington State University's Voiland College of Engineering and Architecture. With his degree in Civil Engineering and specialty in Structural Engineering, Brett brings highly valuable engineering knowledge to the world of skatepark design. He uses his skateboarding experience, 3D modeling capabilities, and his advanced CAD drafting skills to both produce and display informed, functional, and buildable skatepark terrain. Brett applies his engineering focus on designing safe and economical skateparks for a changing environment and increases the efficiency in the use of skatepark construction materials.

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Madisonville, KY

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Buckley, WA
San Francisco "Hilltop", CA
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Sonoma, CA
Bryan, TX
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Boise, ID
Ashdod, Israel
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Marshfield, MA
Union Gap, WA
Coeur D' Alene, ID

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Portage, WI
Snoqualmie, WA
Montague, MA
Tuscaloosa, AL
Kenmore, WA
New Hanover County, NC
McCook, NE
Atlanta, GA
Portland "Beech", OR
Tuscon, AZ
Pine Ridge, SD
Wounded Knee, SD
Hopkinsville, KY
Amherst, NY
Yellow Springs, OH
Vista, CA
Cypress, TX
Oakland, CA
Zelienople, PA
Israel "Hadera"
Israel "Netanya"

GRINDLINE
SKATEPARKS, INC.

Patricia Trauth PLA, AICP, LEED AP

Patricia Trauth is an Principal at RICK and has more than 30 years of experience providing landscape architectural services to the southern California region. As a licensed landscape architect in California, a certified planner and a LEED accredited professional, she has planned and designed numerous public projects throughout the Los Angeles basin. Her projects have received awards from organizations including CMAA, ASCE, APWA, ULI, APA, ASLA, and NAVFAC. Throughout her career Patricia has been an active practitioner of sustainable design. She has been responsible for spearheading projects through LEED certification. Patricia is the Landscape Architect of record for a dozen projects at the San Diego International Airport and has shifted the airport's philosophy to embrace a regional, drought tolerant landscape.

Her publications include Mission First – Smart Growth for Navy and Marine Corps Installations presented at the American Planning Association Federal Division Annual Conference, 2012; and You Can't Fake Sincerity – Time Tested Rules for Public Participation presented at the Land Development West Symposium, 2007 and the American Planning Association California Conference, 2006. Patricia has taught landscape architecture at San Diego State University, the NewSchool of Architecture & Design, and Mesa Community College. Representative projects include:

Duck Farm, La Puente, CA: Patricia served as Landscape Architect of record for a 22-acre linear park located between the San Gabriel River and Interstate 605. The constrained site is 14 miles from downtown Los Angeles and includes high voltage power lines, railroad lines, and highway billboards. Once completed, the park will triple the open space available to residents within a mile of its boundaries. The transmission towers become the hub of thematic areas that symbolize sun, wind, water, and photosynthesis. Park amenities include native planting, custom fencing and trellis structures, as well as educational and interpretative signage.

Corona Del Mar State Beach, Newport Beach, CA: Patricia served as Landscape Architect of Record for park improvements which included the lifeguard station and concession building pedestrian paving, a series of curvilinear seat walls that help to mitigate wind erosion along the beach, pockets of turf for sunbathing, and upgrades to the existing landscape.

Orange County Great Park Master Plan Modification 2, Irvine, CA: As Landscape Architect, Patricia is working closely with the City of Irvine and design professionals, Patricia was part of the team that provided updated plans for the Orange County Great Park Master Plan Modification No. 2. This document was a compilation of numerous plans and documents that represented the Orange County Great Park Improvement Area Concept Plans and Programming as well as the minor modification No. 1 document. As a landscape architect, Patricia focused on maintaining the vision for the park, while updating the plans and incorporating design strategies into a single, cohesive document helping the City of Irvine envision the future of their Great Park. The document provides the City of Irvine with an updated master plan for future planning and implementation.

PROJECT ASSIGNMENT
Principal

YEARS OF EXPERIENCE
34

YEARS WITH RICK
6

EDUCATION
MLA, Landscape Architecture
University of Arizona
BFA, Design; BS, Education
Bowling Green State University

REGISTRATION
Landscape Architect in CA, No. 3247

Certified Planner
American Institute of Certified Planners (AICP), No. 019634

U.S Green Building Council
Leadership in Energy and Environmental Design
Accredited Professional LEED AP

PROFESSIONAL AFFILIATIONS
Traffic & Public Safety Commissioner, City of Encinitas, 2021-24

American Society of Landscape Architects (ASLA)
– Trustee
– Past President
– Past Vice-President
– Member

Landscape Architects Technical Committee (LATC), State Regulatory Board
- Governor Appointment Board Member, 2015-2027

American Planning Association (APA)
- Member

South County Economic Development Council
- Former Board of Director
- Member

RICK
ENGINEERING COMPANY

Barry Cowan PE

Barry Cowan is an Associate Principal at RICK and serves as the Office Manager for the Irvine Office. Components of work served by the Irvine office under Barry's direction are general civil land development, pavement rehabilitation, traffic and transportation engineering, water quality design, and land surveying and mapping. Work assignments consist of managing design teams, performing preliminary design, and PS&E for streets, highways, freeways and interchanges, as well as land development projects for both public and private clients.

Barry is familiar with local agency standards, relating to grading and drainage design, freeway/highway/street design, and cost estimates from his previous preliminary engineering and construction document preparation experience. He is responsible for quality control and assurance, project scheduling, budget tracking, and resource allocation. Representative project experience includes:

- San Juan Capistrano Skate Park, San Juan Capistrano, CA
- McVicker Canyon Skate Park, Lake Elsinore, CA
- San Juan Capistrano Multi-Use Trail, San Juan Capistrano, CA
- Recreation Centers for Sommers Bend Development, Temecula CA; Westridge and Westlake Developments, Lake Elsinore, CA
- Multiple Street Intersection Improvement Projects, City of Lake Forest, Lake Forest, CA
- Village at Laguna Hills, Merlone Geier Partners, Laguna Hills, CA
- Westridge at Canyon Hills, Pardee Homes/TriPointe, Lake Elsinore, CA
- Buena Park Mall Redevelopment Project, Merlone Geier, Buena Park, CA
- Development Services On-Call Plan Checking Services, City of Anaheim, Anaheim, CA
- Ocean Boulevard/Poppy Avenue Street Rehabilitation, Newport Beach, CA
- Rancho Parkway and Sports Park Nursery Traffic Signal, Lake Forest, CA
- Trabuco Road and Monroe Intersection Improvements, Irvine, CA
- Irvine Business Complex Sidewalk Improvements, Irvine, CA
- University of California, Irvine, Life and Safety Improvements, Irvine, CA
- Antonio Gateway Improvement Project, Rancho Santa Margarita, CA
- Santa Margarita Parkway Monument Gateway Improvements, Rancho Santa Margarita, CA
- Cerritos Avenue Bike Corridor Improvement Project, Cypress, CA
- Harbor Boulevard Roadway Improvements Project, Garden Grove, CA
- Madison Avenue Street Improvements Project, Murrieta, CA
- Thornton Water Main Replacement Project, Santa Ana, CA
- Foothill Covina Transit Center, Foothill Transit Authority, Covina, CA

PROJECT ASSIGNMENT
Associate Principal

YEARS OF EXPERIENCE
35

YEARS WITH RICK
35

EDUCATION
BS, Civil Engineering
Washington State University

REGISTRATION
Professional Engineer in CA, No. 46568

PROFESSIONAL AFFILIATIONS
American Council of Engineering Companies (ACEC) Orange County
- Board of Directors Member

American Society of Civil Engineers (ASCE)

San Diego Section ASCE Transportation Group
- Past President

American Public Works Association (APWA)

Building Industry Association (BIA) Southern California

Business Development Association (BDA) Orange County

Institute of Transportation Engineers (ITE)

Women's Transportation Seminar (WTS) Orange

RICK ENGINEERING COMPANY

Dan Burk PE

Dan Burk is a Principal Project Engineer at RICK's Orange County office. During the last 18 years at RICK, Dan has served as Project Engineer leading a staff of engineering designers and drafters in the preparation of preliminary and final construction documents for public and private clients, specifically in residential developments, roadway, highway, and commercial site improvements. Representative projects include:

San Juan Capistrano Skate Park, San Juan Capistrano, CA: Dan served as the Project Manager in the performance of design and boundary surveys, the preparation of a Water Quality Management Plan, SWPPP, site precise grading plans and off-site utility plans. Dan oversaw design of the proposed hardscape, grading, sewer system, water system, and storm drain system, which included a lift station in order to drain the deeper bowls. Dan coordinated closely with the City management team, skate park designers and other subconsultants.

McVicker Canyon Skate Park, Lake Elsinore, CA: Dan served as Project Manager for the McVicker Canyon Skate Park, a design-build project in the City of Lake Elsinore. The original McVicker Canyon Skate Park opened in 2002 and was the City's first skate park but was closed in October 2017 due to severe vandalism and deterioration that made it unsafe for the community. The new and improved 13,000 square foot skate park features amenities for all different talent levels, including a beginner bowl, quarter pipe, a-frame, and snake run bowl. Construction commenced in August of 2018 and was completed in January of 2019. As project manager, I directed and oversaw the design surveys, demolition plans, grading and storm drain plans, erosion control plans, water quality coordination, and construction support.

SR-74 at Grand Avenue Roadway Widenings, Lake Elsinore, CA: Dan prepared Street Improvement Plans for the widening of SR-74 and Grand Ave in the City of Lake Elsinore. The plans included street widening, storm drain improvements, superelevation diagrams, signing & striping improvements, utility relocations, and a new signal at the intersection of Grand Ave & SR-74. Plans & supporting documents were processed through Caltrans District 8, the City of Lake Elsinore, and RCFC&WCD. The widening of SR-74 also required a Design Standard Decision Document (DSDD), which was processed through Caltrans concurrently with the plans.

Westridge at Canyon Hills, Lake Elsinore, CA: Dan served as Project Manager for this 464 detached dwelling unit development with five (5) planning areas on 125 acres taking access from Railroad Canyon Road east of I-15. In addition, the project included the design and construction of a Rec Center, dog park, two (2) water quality basins, and a commercial lot. The project was initially mass graded into 5 superpads, each with a separate temporary debris/sediment basin. Total earthwork for the project exceeded 2.5 million cubic yards of cut and fill. The ultimate storm drain system consisted of over a mile of RCP ranging in size from 18" diameter to 60" diameter with over 60 drainage structures. The total contract amount was $2.9 million (including survey).

PROJECT ASSIGNMENT
Principal Project Engineer

YEARS OF EXPERIENCE
23

YEARS WITH RICK
20

EDUCATION
BS, Civil Engineering
Washington State University

REGISTRATION
Professional Engineer in CA, No. 65398

PROFESSIONAL AFFILIATIONS
American Public Works Association (APWA)

American Society of Civil Engineers (ASCE)

Building Industry Association (BIA) Southern California and Inland Empire

RICK ENGINEERING COMPANY

Devin Kelley, PE

Devin Kelley is an Assistant Project Manager at RICK. Devin graduated from Northern Arizona University in 2014 with a degree in Civil Engineering. During the summer of 2014, Devin served as an intern overseas in Uganda performing site analyses as well as designing water, sewer and greywater systems in developing areas. Most recently, Devin has worked as an engineering designer preparing project construction plans for public and private clients, specifically in roadway, residential and commercial site improvements.

Representative projects include:

San Juan Capistrano Skate Park, San Juan Capistrano, CA: Devin served as the Design Engineer in the preparation of the site precise grading plans and off-site utility plans. Devin worked on the proposed hardscape, grading, storm drain system, water system, and sewer system. Devin coordinated closely with the skate park designer and other consultants.

Wingsweep PA 12, Temecula, CA: Devin served as the Design Engineer in the preparation of the rough grading, street improvement, storm drain, and water and sewer plans for this 100 plus unit subdivision. Devin designed the horizontal and vertical alignments of the proposed streets, storm drain, and water and sewer systems. Devin also generated three-dimensional surfaces of the proposed grading for the entire project site.

Canyon Hills Estates, Lake Elsinore, CA: Devin served as the Design Engineer for this 300 plus unit subdivision. Devin took preliminary roadway designs and converted the designs into a 3D roadway vertical in CADD.

Inland Center ADA Compliance Retrofit, El Cajon, CA: Devin served as the Design Engineer in generating a site plan to obtain ADA compliance to an existing site. Devin established the existing conditions at the site, including the location of current utilities and features on site. Devin designed the proposed hardscape and resurfacing to meet ADA compliance.

Sommers Bend, Temecula, CA: Devin served as the Design Engineer in the preparation of the utility plans for Sommers Bend. Devin helped with the drafting of the storm water lines within the street.

Roripaugh Ranch Phase 2, Temecula, CA: Design Engineer in the preparation of the water and sewer plans for this 200 plus unit subdivision. Devin designed the horizontal and vertical alignments of the proposed water and sewer systems.

Roripaugh Ranch Recreation Center, Temecula, CA: Devin served as the Design Engineer in the preparation of the precise grading plan for the recreation area of the Roripaugh Ranch development. The precise grading plan consisted of designing hardscape slopes, establishing building finish floors, subterranean drainage design and addressing points of conflict with the landscape architect.

Madison Avenue Street Improvements, Murrieta, CA: Devin served as the Design Engineer in the preparation of the preliminary street vertical for exhibit purposes.

UC Irvine Fire Services Improvements, Irvine, CA: Devin served as the Design Engineer in reviewing and designing the proposed water lines, fire service lines, topography and existing utility research.

PROJECT ASSIGNMENT
Assistant Project Engineer

YEARS OF EXPERIENCE
7

YEARS WITH RICK
5

EDUCATION
BS, Civil Engineering, Northern Arizona University, 2014

REGISTRATION
PE, CA No. 93925
PE, AZ No. 73674
PE, LA No. 0045328

PROFESSIONAL AFFILIATIONS
Toastmasters

RICK ENGINEERING COMPANY

YEARS OF EXPERIENCE
34

YEARS WITH RICK
>1

EDUCATION
MA, Latin American Studies Program, San Diego State University

BS, Urban and Regional Planning, University of Southern California

PROFESSIONAL AFFILIATIONS
San Diego Canyonlands, Board Member for Environmental Education and Environmental Justice

Groundwork San Diego, Advisory Board Member

Women in Transportation (WTS), Board Member, Women Executive Mentoring Program Chair, Past Diversity and Student Outreach Chair

LANGUAGES
Spanish (fluent)

RICK ENGINEERING COMPANY

Teresa TG Wilkinson

DIRECTOR OF ENVIRONMENTAL PLANNING SERVICES

Teresa TG Wilkinson is the Director of Environmental Planning Services at RICK. Focusing on environmental planning project management, environmental compliance, and permitting, she has 34 years of experience managing and preparing environmental analyses and documentation in accordance with California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) requirements, and serves local, state, and federal government agencies, public and private sector clients and nongovernmental organizations.

Representative projects include:

Apollo Senior Care Facility, Escondido, CA (2019-2021). Ms. Wilkinson completed the Initial Study/Mitigated Negative Declaration (IS/MND) for the proposed Conditional Use Permit and buildout of three existing parcels for the future development of a 78-unit assisted living facility and the construction of new infrastructure such as electrical lines, waterlines, gas lines, and other utilities. Ms. Wilkinson worked with the City of Escondido to obtain CEQA approval for the project.

Via Hondita Housing Development, Escondido, CA (2019-2020). Ms. Wilkinson completed the Initial Study/Mitigated Negative Declaration for the proposed building permit and subdivision of three existing parcels for the future development of six (6) single-family residential lots, and the construction of new infrastructure such as electrical lines, waterlines, gas lines, and other utilities. Ms. Wilkinson worked with the City of Escondido to obtain CEQA approval for the project.

Ballantyne and Park Specific Plan, Cajon Valley Unified School District, El Cajon, CA (2015). Ms. Wilkinson completed the Initial Study/Mitigated Negative Declaration (IS/MND) for the proposed Ballantyne and Park Specific Plan project located in the City of El Cajon, California. The Specific Plan would allow a range of commercial; light industrial; transportation communication, and utilities; institutional and charitable uses; and mixed-use residential uses on the site. The project included a general plan amendment and change of zone approval

Oakdale Village Residential, Gulf Development and Construction, Inc. El Cajon, CA (2017). Ms. Wilkinson prepared the Initial Study/Mitigated Negative Declaration for the proposed development of a 15-unit multi-family residential development. Ms. Wilkinson coordinated with City staff in the preparation and approval of the CEQA document.

Mission and Fig Housing Development, Apollo Development, Inc., Escondido, CA (2015). Ms. Wilkinson obtained CEQA clearance for the proposed development of two single-family residential homes in the City of Escondido. The project required a conditional use permit and preparation of an Initial Study Checklist/Negative Declaration (IS/ND).

Resume of Experience

Jeremy C. Welton, SE
Principal

Education:

Master of Science, 2000
University of California, Irvine
Major: Civil Engineering (Structural)

Bachelor of Science, Summa Cum Laude, 1996
California Polytechnic State University, San Luis Obispo
Major: Architectural Engineering

Registration:

Registered Structural Engineer, License S4614 (CA), 14945 (HI), 48560 (AZ), 20388 (NV)
Registered Professional Engineer in Civil Engineering, License C59317 (CA)
NCEES Record #36142

Work Experience:

Spire Structural Engineering Inc. — **2005-Present**
Lake Forest, CA — **Principal**

Company founder responsible for overall management and engineer of record on various new design and reuse/upgrade projects of all materials and many structural systems. Performed numerous analyses and evaluations of existing structures. Designed equipment anchorage for building and heavy industrial equipment.

Irvine Institute (Dr. Chelapati) — **2003-2013**
Irvine, CA — **Instructor**

Faculty for Seismic Design review courses for both the professional engineering and structural engineering exams given in the state of California.

Integrated Design Services, Inc. — **2004-2005**
Irvine, CA — **Project Manager**

Project manager on various retrofits for concrete structures including hospital projects under OSHPD jurisdiction. Designed seismic upgrades for a 12-story concrete parking garage in San Diego, CA (four levels were subterranean). Performed investigation and designed seismic and gravity retrofits for Palos Verdes Library (four-story split level concrete structure with waffle slabs and two-way flat plates. Plan checked for OSHPD projects.

Cal Poly Pomona — **2004-2005**
Pomona, CA — **Instructor**

Instructor for Timber Design in Civil Engineering Department.

ABS Consulting Inc. (Formerly EQE International) — **1999-2004**
Irvine, CA — **Project Manager**

Project engineer for numerous tilt up retrofits and concrete building/parking structure retrofits. Heavily involved in design of retrofit for Buildings AC and B at Loma Linda University Medical Center. Modeled and led design of subterranean portion of FedEx Arena (Grizzlies) in

Memphis, TN while interfacing with superstructure engineer. Engineer of record on expansion project at Atascadero State Hospital and retrofit of existing concrete tilt up structure at Folsom Prison for reuse as a psychiatric unit. Plan checked for DSA and OSHPD projects.

Fluor Daniel — **1996-1999**
Irvine/Aliso Viejo, CA — **Design Engineer**

Design engineer for petrochemical and heavy industrial plant design. Projects included open-steel structures with vessels and platforms, precast concrete pipe support bents, and design of structures in a paper plant. Field engineer for paper plant project in Missouri for six months. Designed foundations of all types including mats, piles/caissons, grade beams, spread footings and specialty footings for equipment.

Resume of Experience

SPIRE STRUCTURAL ENGINEERING

Alexandros G. Bletsos, SE
Principal

Education:

Master of Science, 2001
California State University, Sacramento
Major: Civil Engineering (Structural)

Bachelor of Science, 2000
University of California, Davis
Major: Civil Engineering (Structural)

Registration:

Registered Structural Engineer, License S5659 (CA)
Registered Professional Engineer in Civil Engineering, License C68288 (CA)

Work Experience:

Spire Structural Engineering, Inc — **2012-Present**
Lake Forest, CA — **Principal**

Principal of the company responsible for managing a group of engineers and drafters on a wide range of projects. Responsible for the entire project cycle from writing proposal, structural design, getting the project through plan check, and the construction phase. Projects include equipment anchorage for hospitals, tenant improvements, and structural analysis of the structure of specific equipment. The majority of the projects fall under OSHPD jurisdictions.

John A. Martin & Associates — **2004- 2012**
Los Angeles, CA — **Senior Project Engineer**

Senior project engineer for a wide range of projects that include new design (commercial and public), retrofits, equipment anchorage, and non-linear analysis. The list of projects encompasses a diverse array including office buildings, schools, hospitals, and commercial. Projects covered all types of materials and structural systems. Several of the projects worked on were under DSA and OSHPD jurisdictions.

ABS Consulting (formerly EQE International) — **2002-2004**
Irvine, CA — **Design Engineer**

Design engineer that designed and detailed seismic retrofits for several concrete tilt up retrofits. Performed calculations and detailed drawings for several interior remodels. Designed anchorage for electrical, mechanical, and medical equipment. Developed response spectra for several concrete vaults using the soil structure interaction program SASSI.

26461 Rancho Parkway South, Lake Forest, CA 92630 949.916.3440 www.spirestructures.com

EXPERIENCE
Design West, 2010
In Industry, 1999

EDUCATION
Associate of Science,
California State University,
San Bernardino

ENGINEER OF RECORD
Leo Maya, PE,LEED AP BD+C
California PE #E19480

ROY MORALES
Electrical Department Head / Project Manager

Roy has relationships with many of the local agencies after providing years of reliable design and service to this clientele. His experience includes design for buildings, sports fields, street lighting, and solar photovoltaic systems. Roy is a Senior Project Manager as well as the Electrical Department Head for the San Bernardino office. Roy joined the Design West team after working several years with Dream Engineering when the company was bought out in 2009. Roy brought an expertise in electrical applications, including parks and street projects. His greatest sector of work is with municipal clients. Beyond exterior lighting projects, he also great experience with essential service facilities, community buildings, government operations facilities, aviation buildings, and Federal government projects. His wide-ranging experience includes design for communication towers, generator systems, utility coordination, electrical distribution, communications distribution (copper & fiber optic), commercial buildings, and industrial buildings. Roy is a proven team leader, both in how he runs his teams internally, and how he runs his project teams when working with clients.

FEATURED PROJECT EXPERIENCE:

San Juan Capistrano Skatepark
Electrical Department Head / Project Manager. Electrical plans and specifications for the San Juan Capistrano Skatepark. Scope included new service for the prefab restroom, power to pump and future power for site lighting.

Johnson Park Gardena - Prop 68
Electrical Department Head / Project Manager. Provided electrical design and specifications for Johnson Park, Rush Gym and Primm Pool Building. Project included a feasibility study for all locations prior to moving into design. Johnson Park (Approximately 4,500 SF) provided new security lighting for walkways and parking lot areas, new sports lighting for soccer field, tennis courts, skatepark and basketball courts, new controls for exterior lighting, and new power and lighting for expanded/modernized existing after school center. Existing park main service was removed and replaced with new.

La Pintoresca Park
Electrical Department Head / Project Manager. Electrical design for La Pintoresca Park project. Scope provided new basketball / skatepark lighting.

Manzanita SkatePark
Electrical Department Head / Project Manager. Electrical plans and specifications for the Manzanita Skate Park project. Scope included design of new activity and security lighting, security cameras, and secured electrical outlets throughout the existing park. Locations and design were designed around new skate park and parking lot remodel.

City of Redlands SkatePark at Sylvan Park
Electrical Department Head / Project Manager. Electrical plans for the skatepark at Sylvan Park for added security lighting around the skatepark area, upgrade to the electrical service, add GFI's, and power the irrigation system.

Ponderosa Park - SkatePark Lighting Design
Electrical Department Head / Project Manager. Electrical plans for the Ponderosa Park- Skatepark project. Scope included lighting design and circuitry for general activity and security lighting around the proposed skatepark design.

Agenda Item

City Council

Item #: 3.4. 10/24/2023 **File #:** 23-0648

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

THRU: **Tom Kisela, City Manager**

FROM: **Leslie Hardy, Community Services Director**

1. SUBJECT

Agreement with Moore Iacofano Goltsman, Incorporated, dba MIG, Inc. for design services for the Capital Improvement Project New Park in West Orange.

2. SUMMARY

This project includes the award of design work for preliminary plans (Phase 1) and construction documents (Phase 2) for a new, passive park in west Orange. The proposed new park amenities may include ADA concrete paving, fencing, monumentation/trail signage, LED area lighting, kids play feature, seating, dog amenity, landscaping, and various other potential park amenities.

3. RECOMMENDED ACTION

1. Approve agreement with MIG, Inc. in the amount of $245,963.30 for design services for New Park in West Orange (20513); and authorize the Mayor and City Clerk to execute on behalf of the City.

2. Authorize the appropriation of $20,963.30 in unreserved Park Acquisition (Infill) (510) fund balance to expenditure account 510.7021.56020.20513 - CIP New Park in West Orange.

4. FISCAL IMPACT

The total expenditure for this agreement is $245,963.30 and will be funded through Park Acquisition (Infill) (510) in account 510.7021.56020.20513 - CIP New Park in West Orange. Upon approval of this appropriation, the estimated fund balance in the 510 fund at June 30, 2024, will be $3.858 million.

5. STRATEGIC PLAN GOALS

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

a: Renovate, maintain, develop, and/or expand public use places and spaces.

6. DISCUSSION AND BACKGROUND

A 2.4-acre piece of property (property) managed by Orange County Flood Control (OCFC) located on W. Chapman between Interstate 5 and the 57 Freeway has been identified as a location for a new park on the west side of the City. The property is immediately adjacent to the Santa Ana River and bike trail. Directly across from this property is a proposed workforce housing project sponsored by BLDG Partners. The City worked with BLDG Partners and Agora Partners on the feasibility of building a park on the aforementioned site. Agora Partners completed a conceptual plan for a passive park in Fiscal Year 2022-23. Based on the conceptual plan and feedback from the County, next steps

include completing an environmental review, design, and construction. A long-term 50-Year Lease Agreement with OCFC for the property was approved at the September 26, 2023 City Council meeting. The lease agreement is now scheduled to be presented to the Orange County Board of Supervisors for approval.

As a part of the Fiscal Year 2023-24 (FY 24) Community Services Capital Improvement Plan (CIP), the City Council appropriated $225,000 in Park Acquisition (Infill) (510) funding toward the project. Proposed project program elements may include:

- Paved ADA access for pedestrians and maintenance equipment/vehicles
- LED area/security lighting
- Perimeter fencing
- Monument sign and trail signage
- Landscaping
- Benches/seating areas
- Kids play feature
- Dog amenity
- Demonstration garden/public art
- Trash receptacles, bike racks, water stations, and other potential park amenities

Per the lease agreement with OCFC, a restroom facility may not be installed on the property.

Space for parking on the east side of the property was included as an additional alternative within the scope of work defined in the Request for Proposals (RFP). This piece of property is not owned by OCFC; however, there is potential in the future for the City to partner with the property owner to install parking.

RFP 23-24.06 was advertised on August 3, 2023, and proposals were due on August 31, 2023. Ten proposals were submitted. Staff evaluated the proposals based on the firm's experience, overall qualifications, record of success on previous projects, and overall responsiveness to the RFP. Proposal cost sheets were submitted in separate sealed envelopes and reviewed after the rating process was complete. A Proposal Abstract Summary (Attachment 1) is attached for reference. Moore Iacofano Goltsman, Inc., dba MIG, Inc. (MIG) received the highest score (93.9 out of 100) and had a total base bid amount of $223,603.

MIG has previous experience in developing designs and construction documents for passive parks in other Southern California cities such as Anaheim, Westminster, and Pasadena. Their passive park design experience includes creating natural, passive recreational areas along river trails that have included amenities such as shade trees, play areas, seating, walking paths, and interactive stations to create an inclusive trail experience. Their detailed proposal demonstrated a solid understanding of the City's design process and project requirements. The City also has had positive experience with MIG, as the vendor who completed the Master Plan for Grijalva Park.

The design work is divided into two phases. Phase 1 will begin the process to design the new park and amenities and Phase 2 is the development of biddable construction documents. Together, both phases will take approximately 6 months to complete and will include several opportunities for public input, including discussion at a future Park Planning and Community Events Commission meeting.

Staff is recommending Council approve an agreement with MIG. MIG's base bid total is $223,603, which includes Bid Assistance for the future construction Request For Bids and Construction Support Services during the construction phase of this project. A 10 percent contingency of $22,360.30 is also included for a total not-to-exceed amount of $245,963.30. As mentioned, the City Council previously appropriated $225,000 for the New Park in West Orange project (20513). Staff is thereby also recommending that the City Council appropriate the balance of $20,963.30 in unreserved Park Acquisition (Infill) (510) fund balance to the 20513 project expenditure account in order to facilitate New Park in West Orange design services. Funding for construction will be included in the Fiscal Year 2024-25 budget.

7. ATTACHMENTS

- Proposal Abstract Summary
- Professional Services Agreement with MIG, Inc.

Agenda Item

City Council

Item #: 3.4. 10/24/2023 **File #:** 23-0648

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

THRU: **Tom Kisela, City Manager**

FROM: **Leslie Hardy, Community Services Director**

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6. DISCUSSION AND BACKGROUND

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7. ATTACHMENTS

- Proposal Abstract Summary
- Professional Services Agreement with MIG, Inc.

Project: New Park In West Orange Design

PROPOSAL ABSTRACT SUMMARY
Proposal No. 23-24.06

Date Advertised: 7/3/2023 -7/16/2023
Proposal Due Date: 8/31/2023

Company	**Moore Iacofano Goltsman, Inc. (MIG)**	**David Volz Design Landscape & Architects, Inc.**	**Verde Design Group, Inc.**	**RJM Design Group, Inc.**	**Albert A. Webb Associates**
City (Location of Contractor)	Fullerton, CA	Costa Mesa, CA	Riverside, CA	San Juan Capistrano, CA	Riverside, CA
Bid Amount Per Request for Bids	$223,603.00	$330,741.00	$282,905.00	$253,741.00	$224,994.00
Scores	**93.9**	**91.8**	**90.2**	**87.9**	**84.2**

Project: New Park In West Orange Design

BID ABSTRACT SUMMARY CONTINUED…

Company	**Hirsch & Associates, Inc. Landscape Architecture & Planning**	**Brightview Design Group**	**RHA Landscape Architects Planners, Inc.**	**Urban Arena, Inc.**	**BMLA, Inc.**
City (Location of Contractor)	Anaheim, CA	Irvine, CA	Riverside, CA 92506	Costa Mesa, CA	Corona, CA
Bid Amount Per Request for Bids	$270,200.00	$224,340.00	$224,550.00	N/A – Hourly rates all that was provided	$266,830.00
Scores	**81.9**	**80.2**	**79.8**	**71.9**	**70.5**

PROFESSIONAL SERVICES AGREEMENT
[New Park in West Orange Design Services (RFP No. 23-24.06)]

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made at Orange, California, on this _____ day of _____, 2023 (the "Effective Date") by and between the CITY OF ORANGE, a municipal corporation ("City"), and MOORE IACOFANO GOLTSMAN, INCORPORATED, dba MIG, 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 provided such services to a municipal agency. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices. The terms and conditions set forth in this Agreement shall control over any terms and conditions in Exhibit "A" to the contrary.

Robert Ambriz, Jr., Parks & Facilities Manager ("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 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 TWO HUNDRED TWENTY-THREE THOUSAND SIX HUNDRED THREE DOLLARS and 00/100 ($223,603.00) 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.

c. In addition to the scheduled services to be performed by the Contractor, the parties recognize that additional, unforeseen work and services may be required by City's Project Manager. In anticipation of such contingencies, the sum of TWENTY-TWO THOUSAND

THREE HUNDRED SIXTY DOLLARS and 30/100 ($22,360.30) has been added to the total compensation of this Agreement. City's Project Manager 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 City's Project Manager 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 an Amendment to Agreement 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 City's Project Manager. Any and all additional work and services performed under this Agreement 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 City's Project Manager prior to the commencement of such services.

d. The total amount of compensation under this Agreement, including contingencies, shall not exceed TWO HUNDRED FORTY-FIVE THOUSAND NINE HUNDRED SIXTY-THREE DOLLARS and 30/100 ($245,963.30).

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 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.

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 other than a professional act 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 below shall be maintained for the duration of the Agreement.

f. Contractor shall maintain during the life of this Agreement professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a minimum limit of One Million Dollars ($1,000,000) per claim. Contractor agrees to keep such policy in force and effect for at least five (5) years from the date of completion of this Agreement.

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

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

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

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

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

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

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

c. Contractor represents and warrants that Contractor:

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

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

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

(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"
MIG, Inc. 109 W. Union Avenue Fullerton, CA 92832 Attn.: Steve Lang	City of Orange 300 E. Chapman Avenue Orange, CA 92866-1591 Attn.: Robert Ambriz, Jr.
Telephone: 714-871-3638 E-Mail: stevel@migcom.com	Telephone: 714-744-7283 E-Mail: rambriz@cityofornage.org

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

[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"

MOORE IACOFANO GOLTSMAN, INCORPORATED, dba MIG, Inc., a California corporation

*By:_____
Printed Name:_____
Title:_____

*By:_____
Printed Name:_____
Title:_____

`

"CITY"

CITY OF ORANGE, a municipal corporation

By:_____
Daniel R. Slater, Mayor

ATTEST:

_____
Pamela Coleman, City Clerk

APPROVED AS TO FORM:

_____
Melissa M. Crosthwaite
Senior Assistant City Attorney

***<u>NOTE</u>: City requires the following signature(s) on behalf of the Contractor:**

-- **(1) the Chairman of the Board, the President or a Vice-President, <u>AND</u> (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. <u>OR</u>**

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

√

EXHIBIT "A"

SCOPE OF SERVICES

[Beneath this sheet.]

Exhibit A

CITY OF ORANGE

COMMUNITY SERVICES DEPARTMENT www.cityoforange.org PHONE: (714) 744-7274 FAX: (714) 744-7251

NEW PARK IN WEST ORANGE DESIGN
REQUEST FOR PROPOSALS (RFP) NO. 23-24.06

PROPOSALS DUE: August 31, 2023
TIME: 2:00 PM

The documents contained in this Request for Proposal document are considered to be the invitation and not the full final representation of the documents needed to submit a successful response to the proposal described herein.

Interested proposers should subscribe to receive proposal updates and notifications via the City's website at: https://public.govdelivery.com/accounts/CACITYORANGE/subscriber/new as well as emailing CommServBids@cityoforange.org to be added to the contact list for this specific proposal list in order to receive emailed updates of any revised/additional information and addenda.

It is the responsibility of the interested proposer to request being added to the proposal list and to check the website frequently to look for any additional updates.

Project:	Design Services For New Park in West Orange
Location:	West Chapman Ave. at the Santa Ana River Trail Bikeway
Contact:	Robert Ambriz, Jr., Parks & Facilities Manager
Phone:	714-744-7283 (Office)
Email:	rambriz@cityoforange.org

INTRODUCTION:

The City of Orange, a Municipal Corporation, is requesting proposals from qualified professional firms for the design and corresponding preparation of construction plans, specifications and cost estimates for the New Park in West Orange project. The project will also include the preparation of appropriate environmental review documentation and all necessary supportive technical studies.

TIME LINE (APPROXIMATE):

1.	Mandatory Job walk:	August 22, 2023 at 10:00 AM
2.	Deadline for Questions:	August 24, 2023 by 1:00 PM
3.	Proposals Due:	August 31, 2023 by 2:00 PM
4.	Presentation to City Council:	October 24, 2023
5.	Notice to Proceed:	TBD

PROPOSAL SUBMISSION AND QUESTIONS:

Provide response to the above RFP on attached Proposal Sheet and return all pages of the RFP (including the scope and specification sections) and references.

Please email any questions you may have to Robert Ambriz, Jr., Parks & Facilities Manager at rambriz@cityoforange.org on or before Thursday, August 24 by 1:00 PM.

Proposals must be received by **August 31, 2023** no later than **2:00 PM** at the City of Orange **City Clerk's Office** (300 E. Chapman Ave., Orange, CA 92866). Responses may be sent via U.S. Mail or delivered personally to the above address. **Please provide three (3) copies of proposal packets and a separate sealed fee proposal.**

PROPOSAL PACKETS MUST BE LABELLED APPROPRIATELY:

RFB 23-24.06 - NEW PARK IN WEST ORANGE DESIGN
Attn: City of Orange, City Clerk's Office

The City reserves the right to reject any and all Proposals and any item or items therein, and to waive any non-conformity of Proposals with this Request for Proposals, whether of a technical or substantive nature, as the interest of the City may require.

PROJECT BOUNDARIES:

The site map below represents a general description of the project boundaries. Actual project boundaries will be identified and developed through the design process.

NEW PARK IN WEST ORANGE SITE MAP/PROJECT LOCATION

PROJECT DESCRIPTION:

The project consists of the proposed development of a new passive park in the City of Orange on County of Orange Flood Control property to meet the needs of the community in the west side of the City of Orange. The project should include but not be limited to: ADA concrete paving, fencing, monumentation/trail signage, LED area lighting, electrical infrastructure for security cameras. Potential park amenities are included in the attached conceptual design (Attachment 2). A bathroom will not be included in the design. The proposed passive park will be developed on a portion of the Parcel, approximately 1.8-acres along the western boundary of the Parcel. Exact property boundaries to be determined prior to award of project.

A design of a parking lot on the adjacent property (approx. 26,700 sq. ft. and designated by the dashed yellow lines on site map) will be included as an add alternate.

GENERAL PROVISIONS:

1. A mandatory job walk has been scheduled for **Tuesday, August 22, 2023** at 10:00 AM located at the corner of W. Chapman Ave. and Renaissance in the City of Orange, directly across the street from the Renaissance at Uptown Orange.
2. The successful firm shall, at all times, carry valid insurance, which meets all City of Orange insurance requirements as outlined in Attachment No. 1.
3. All described design work shall be in compliance with the City of Orange Public Works Standard Plans and Specifications, the current edition of the CalTrans "Green Book," the City of Orange Landscape Standards and Specifications, and City of Orange Parks Construction Standards.
4. If applicable, the successful firm 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.

SCOPE OF SERVICES:

The following is a general outline of the scope of services to be provided by the consultant. While it is intended that the following scope include all elements essential to develop the project, those submitting proposals are advised to perform their own field reconnaissance and include any items which they feel may have been overlooked.

TASK 1 – CONCEPTUAL/PRELIMINARY PLAN

The successful firm is to prepare a Conceptual/Preliminary Plan with schedules and probable construction cost estimates. Consultant services shall include, but not be limited to the following:

- Understanding and review of existing record drawings. The City of Orange will provide to the successful firm all available record drawings and AutoCAD/electronic files of the park site.
- Conduct site reconnaissance and site survey to confirm existing conditions.
- Preparation of an engineered base map which includes: the site boundary/property line, existing grades, location of existing roads, utilities, parking, facilities and improvements, and identification of public right of ways and the location of relevant property ownership and easements if applicable.
- Conduct a kick-off meeting and subsequent meetings with City staff.
- Conduct two (2) public input meetings.
- Collect and incorporate design input from the Orange County Flood Control District.
- Provide a schedule and timeline showing activity and duration for each task, and relevant milestones.
- Review and identify environmental issues and criteria and prepare associated reports and documentation. Consultant shall prepare all appropriate environmental review documentation and all necessary supportive technical studies. Prepare

conceptual/preliminary plans and support information such as materials boards etc. as necessary to convey design intent.

- Prepare colored presentation documents for and participate in public meetings as needed such as the Park Planning and Community Events Commission and City Council.
- Prepare a comprehensive cost estimate and identify any long lead items.
- Provide cost saving alternatives for the City to consider.

PRELIMINARY PLAN REQUIREMENTS:

This scope of work assumes the following program: paved ADA access for pedestrians and maintenance equipment/vehicles, LED area/security lighting, electrical infrastructure for security cameras, perimeter fencing, bench/seating areas, monumentation/trail signage, trash receptacles, bike racks, landscaping, and the potential park amenities exhibited on Attachment 2 (without the bathroom). A parking lot on the designated property north of the parcel to provide limited parking spaces shall be included as an add alternative along with project program. Preliminary Plan shall include the following:

- Placement of all new facilities and improvements including setbacks, and any hardscape and/or paving adjustments for typical pedestrian and maintenance vehicle ingress/egress into and around the new facilities and improvements.
- Preparation of a Water Quality Management Plan.
- Preparation of a Preliminary Grading Plan.
- A legend that references and clearly identifies, but is not limited to, all perimeter and interior sidewalks, existing structures and buildings, trees, parking area(s), trail lighting, seating areas, paving/hardscape areas, fencing/walls and any/all parcel amenities.
- Photo imagery of the proposed new facilities and improvements that are critical in communicating the design intent.
- The Conceptual/Preliminary plan is subject to criteria as specified within the City of Orange Landscape Standards and Specifications Section III, and Parks Construction Standards Section I - Design Guidelines and Construction Document Preparation.
- The final scale of the finished Conceptual/Preliminary plan will be determined by the City of Orange representative and the design firm.
- The Conceptual/Preliminary plan is subject to City of Orange staff review.

ESTIMATED COST/VALUE ENGINEERING OF PROPOSED WORK:

The successful firm is to prepare an initial opinion of probable construction costs for the proposed work. Cost estimate and value engineering is to be comprehensive and include all reasonable and relevant phases of construction/installation.

TASK 2 - CONSTRUCTION DOCUMENTS:

The successful firm is to prepare final working drawings (plans, details, schedules, and specifications) and an updated construction cost estimate for the new improvements as well as any park elements/areas that are to be renovated, to reflect the conclusions of the environmental review and all conditions of approval. Plans and specifications shall comply with all adopted Federal, State, and local laws, ordinances and codes and shall include the following but not be limited to:

- Cover Sheet
- Grading and Drainage Plans and Details

- Construction Plans and Details
- Structural Plans and Details
- Electrical Plans and Details
- Utility Plans and Details
- Irrigation Plans and Details
- Planting Plans and Details
- Specifications
- Construction Cost Estimate

ADDITIONAL NOTES FOR CONSTRUCTION DOCUMENT PLAN PREPARATION:

- Construction documents are to be bid ready, including all general notes and specifications.
- The construction documents are to comply with all City of Orange Design Guidelines and, if applicable, State of California irrigation and City of Orange planting design standards.
- Irrigation plans are to comply with the City's guidelines for Water Efficient Landscapes (WELO).
- The construction document plans/sheets are to be drawn no smaller than 1"= 20' scale.
- The final plan set is subject to City of Orange review. Any needed revisions to the plan set will be provided at no extra fee.

SUBMITTAL REQUIREMENTS:

The successful firm is to include within this request for proposal the following:

1. A cover letter that conforms to the following:

    a. Signed by a person authorized to bind the firm contractually.
    b. Provides the name, title, address, and telephone number of the individual to whom correspondence and other contacts should be directed during the firm's selection process.
    c. Provides the name, title, address, and telephone number of the individual who is authorized to contractually bind the firm.

2. Firm Information:

    a. Legal name of firm and type of organization.
    b. All design professional license numbers.
    c. Firm location(s) and phone number(s).
    d. Date firm established.
    e. Number of employees.
    f. Name, position, summary of qualifications and related experience, and proposed responsibilities of the firm's project manager and key personnel on the proposed project team, including any sub consultant positions or sub consultant tasks that would be related to this RFP. Submit appropriate team member resumes as an attachment.

3. Firm Experience:

Provide a brief description of three (3) projects for which the firm has provided a comparable or similar service within the past ten (10) years, demonstrating its experience on similar projects to those contemplated in this bid proposal. Include the following:

a. Client name, contact name, and phone number.
b. Project description and location.
c. Dates of the project(s).
d. Description of services provided.
e. Total cost of services provided.

4. Timeline for completion of work.

5. The Fee Proposal Summary (Exhibit A) and an hourly fee schedule for additional or extra work (**to be submitted separately in a sealed envelope with Fee Proposal**).

6. If awarded this contract, the successful firm is to provide a project schedule showing a starting and completion timeline for all phases of work.

SELECTION CRITERIA:

Evaluation of the proposals shall be based on a competitive selection process. Fiscal responsibility is a priority for the City. However, the evaluation of proposals will not be limited to price alone. The City will select the most qualified firm on the basis of demonstrated competence, experience, references, and value, for services to be performed. The City also reserves the privilege of interviewing the top candidates.

The successful proposal will demonstrate experience in providing the consultant services as described within this RFP. While the experience and resources of the successful firm are important, it is critical that the manager proposed for overall authority on the project have extensive relevant experience and capability. The consultant will work effectively with City staff and complete assigned tasks within budget and within the project schedule.

The following criteria shall be used in selecting the firm ultimately chosen for this project:

A. Firm experience and staff qualifications of the specific individuals who will work on the project. Also, experience of any sub consultants working on this project.

B. Demonstrated record of success by the consultant on work previously performed for the City and/or other municipalities or enterprises.

C. Firm's responsiveness to the overall request for information within this RFP.

Based on the information submitted, the Selection Committee will make a final choice, and the successful consultant will execute an agreement for Consultant Design Services with the City of Orange for the completion of this work. An interview may be required with the top scoring firms. The City of Orange reserves the right to negotiate cost of work within the Request for Proposal.

SUBMITTAL NOTES:

- Each Firm is to submit, in response to this RFP, said fees in a separate sealed envelope **(see Exhibit A: Fee Proposal Summary)**.

- Each Firm is to include with said Fee Proposal Summary a detailed schedule showing the Firm's hours/costing that will be dedicated to each phase/discipline of Tasks 1 & 2.

- At the conclusion of each phase of the project, the selected firm will include and submit to the City of Orange all electronic files on a USB Flash drive in both AutoCAD format as well as PDF.

The City reserves the right to revise this RFP prior to the date the proposals are due. Revisions to the RFP will be sent to all known participants along with being posted in the City of Orange website. The City reserves the right to procure or contract for work. All proposals submitted in response to this RFP become the property of the City and are public record. The City reserves the right to delay or cancel, in part or in its entirety, this RFP including, but not limited to: selection schedule; submittal date; and submittal requirements. All known participants shall be notified of any cancellation or revisions prior to the submittal date. The City also reserves the right to request additional information and clarifications regarding any proposals received.

The successful firm 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 successful firm 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.

Exhibit A

FEE PROPOSAL SUMMARY

This page is to be submitted in a separate sealed envelope.

The undersigned as bidder declares that he/she has carefully examined the location of the proposed work, and hereby proposed and agrees, if the proposal is accepted, to do all work required to complete the said work for the price set forth. The undersigned has checked all words and figures inserted in the bid submittal, and understand that the City of Orange will make no allowance for any error or omission on the part of the undersigned. The undersigned has thoroughly read and understood all seven pages of this RFP.

Task 1 – Preliminary Plan $_____
(Figures)

Task 2 – Construction Documents $_____
(Figures)

Total Bid_____ $_____
(Words) (Figures)

Rates and Fees

- Include a separate additional hourly schedule that includes 'Rates and Fees' for services requested after award that may be considered as extra or additional work not included in this proposal.

THE CITY OF ORANGE RESERVES THE RIGHT, AND IS HEREBY GRANTED THE RIGHT, TO REJECT ANY AND ALL BIDS, TO ACCEPT OTHER THAN THE LOWEST BID, AND TO WAIVE ANY INFORMALITY IN THE BIDS.

Authorized Signature_____

Printed Name: _____

Title: _____

Name of Company: _____

State License Number and Classification Designation: _____

Executed this_____day of_____, 2023 at_____, California.

Attachment 1: New Park in West Orange Design

Sample Liability Insurance

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

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).

2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code 1 (any auto).

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

Contractor shall maintain limits no less than:

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.

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

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

1. **The City, its officers, officials, agents and employees are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured Endorsement (Insurance Services Office, Inc. Form CG 20 10 11 85 or such other form as may be acceptable to the City) to the Contractor's insurance policy, or as a separate owner's policy.**

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials and employees. Any insurance or self-insurance maintained by the City, its officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice has been provided to the City

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

All insurance procured and maintained by the Contractor shall be issued by insurers admitted to conduct the pertinent line of insurance business in the State of California and having a rating of Grade A or better and Class VII or better by the latest edition of Best's Key Rating Guide.

Contractor shall immediately notify the City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by the City. In such a case, the 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.

Contractor hereby agrees to waive subrogation, which any insurer of the Contractor may acquire from the Contractor by virtue of the payment of any loss. The Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.
The Contractor shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein.

SCHEME B - ACTIVE

Increased programming, more energy, some partnerships, more expensive operations, need shade for immersive area & kids, hotel activity accretive (cafe/bar spilling into games area).

AGORA PARTNERS

4. Fee Proposal

Exhibit A

FEE PROPOSAL SUMMARY

This page is to be submitted in a separate sealed envelope.

The undersigned as bidder declares that he/she has carefully examined the location of the proposed work, and hereby proposed and agrees, if the proposal is accepted, to do all work required to complete the said work for the price set forth. The undersigned has checked all words and figures inserted in the bid submittal, and understand that the City of Orange will make no allowance for any error or omission on the part of the undersigned. The undersigned has thoroughly read and understood all seven pages of this RFP.

Task 1 – Preliminary Plan $ 97, 804 (Figures)

Task 2 – Construction Documents $ 126,519 (Figures)

Total Bid New Park in West Orange Design Services (Words) $ 223,603 (Figures)

Rates and Fees

- Include a separate additional hourly schedule that includes 'Rates and Fees' for services requested after award that may be considered as extra or additional work not included in this proposal.

THE CITY OF ORANGE RESERVES THE RIGHT, AND IS HEREBY GRANTED THE RIGHT, TO REJECT ANY AND ALL BIDS, TO ACCEPT OTHER THAN THE LOWEST BID, AND TO WAIVE ANY INFORMALITY IN THE BIDS.

Authorized Signature Steve M. Lang

Printed Name: Steve Lang, PLA, ASLA

Title: Principal

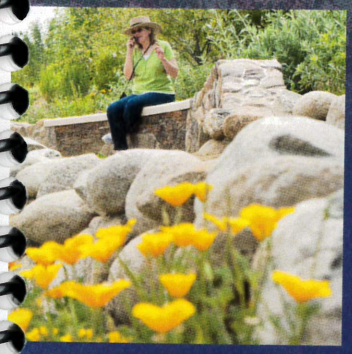
Name of Company: MIG, Inc.

State License Number and Classification Designation: Landscape Architect #1771 CA

Executed this 30th day of August, 2023 at Fullerton, California.

Project Design Fee

		MIG, Inc.														Sub	Sub	Sub	Direct Costs	Professional Fees Totals
		Steve Lang		Oscar Johnson		Dino Viale		Bob Prasse		Environmental Analysts		Project Associate		Project Administration		MIG Totals		BKF	Converse	Budlong		
		Principal-in-Charge		Senior Project Manager		Irrigation Specialist		Environmental Services Director										Civil	Geotech	Elect Eng		
		Hours	$225	Hours	$195	Hours	$165	Hours	$225	Hours	$130	Hours	$125	Hours	$95							
Task 1	**Conceptual / Preliminary Plans**																					
1.1	Conduct a kick-off meeting and on-site review (1 meeting)	4	$900	4	$780		$0		$0				$0	1	$95	9	$1,775	$1,368		$216		$3,359
1.2	Collect site data background information.Provide geotechnical testing and report		$0	2	$390	4	$660	3	$675				$0		$0	9	$1,725	$1,480	$19,984	$1,728		$24,917
1.3	Prepare topographic survey and engineered base map		$0	1	$195		$0		$0			3	$375		$0	4	$570	$9,500				$10,070
1.4	Conduct public meeting for community input (1 meeting)		$0	8	$1,560		$0		$0			12	$1,500		$0	20	$3,060	$0			$150	$3,210
1.5	Update schedule throughout design process		$0	8	$1,560		$0		$0				$0	1	$95	9	$1,655	$0				$1,655
1.6	Prepare two conceptual designs for staff and public input and determine preference (2 meetings)	2	$450	6	$1,350		$0		$0			24	$3,000	1	$95	**33**	$4,895	$1,694			$200	$6,789
1.7	Review and identify any environmental issues and criteria and prepare associated reports and documentation		$0	1	$225		$0	20	$4,500	116	$15,080		$0	10	$950	31	$20,755	$0			$200	$20,955
1.8.	Refine preferred conceptual plan into preliminary plan, material boards, and photo exhibits for review and input from staff and public meeting (2 meetings)	1	$225	4	$780		$0		$0			16	$2,000		$0	21	$3,005	$1,592			$200	$4,797
1.9	Provide opinion of probable cost for refined Preliminary Plan	1	$225	2	$390		$0		$0			4	$500	2	$190	9	$1,305	$1,034				$2,339
1.10	Prepare Water Quality Management Plan		$0	1	$195		$0		$0				$0		$0	1	$195	$6,164				$6,359
1.11	Prepare Preliminary Grading and Drainage Plan	1	$225	2	$390		$0		$0				$0		$0	3	$615	$6,164				$6,779
1.12	Prepare final preliminary plans and review with City staff (1 meeting)		$0	3	$585		$0		$0			6	$750	1	$95	10	$1,430	$0			$100	$1,530
1.13	Present prelim. plan package to Commissions and City Council (3 mtgs)	3	$675	9	$1,755		$0		$0			12	$1,500	1	$95	25	$4,025	$0			$300	$4,325
	Subtotal	12	$2,700	51	$10,155	4	$660	23	$5,175			77	$9,625	17	$1,615	184	$45,010	$28,996	$19,984	$1,944	$1,150	$97,084
Task 2	**Construction Documents**																					
2.1	Prepare 50% construction documents for City review (1 meeting)	2	$450	8	$1,560	32	$5,280		$0			60	$7,500		$0	102	$14,790	$11,160		$8,640	$300	$34,890
2.2	Prepare opinion of probable cost for City review.	1	$225	2	$390		$0		$0			4	$500	2	$190	9	$1,305	$1,108		$9,720		$12,133
2.3	Prepare 90% construction documents for City staff review (1 meeting)	2	$450	4	$780	20	$3,300		$0			32	$4,000		$0	58	$8,530	$9,160		$5,616	$600	$23,906
2.4	Prepare 100% construction documents and opinion of probable cost	1	$225	4	$780		$0		$0				$0	2	$190	7	$1,195	$2,364		$5,904	$300	$9,763
2.5	Submit final approved and stamped and signed CD's on bond paper to the City for bidding. Provide electronic copy of CAD drawings and PDF format of same files.	1	$225	4	$780	8	$1,320		$0			8	$1,000		$0	21	$3,325	$684			$200	$4,209
	Subtotal	7	$1,575	22	$4,290	60	$9,900	0	$0			104	$13,000	4	$380	197	$29,145	$24,476	$0	$29,880	$1,400	$84,901
Task 3	**Bid Assistance**																					
3.1	Attend pre-bid meeting & Answer bidders' questions		$0	3	$585		$0		$0				$0		$0	3	$585	$944				$1,529
3.2	Prepare addendum as needed.	1	$225	4	$780	2	$330		$0			3	$285	2	$190	12	$1,810	$0				$1,810
	Subtotal	1	$225	7	$1,365	2	$330	0	$0			3	$285	2	$190	15	$2,395	$944	$0	$0	$0	$3,339
Task 4	**Construction Support Services**																					
4.1	Attend pre-construction meeting		$0	3	$585		$0						$0		$0	3	$585	$424				$1,009
4.2	Attend up to 10 site meetings to review construction progress		$0	30	$5,850		$0						$0	2	$190	32	$6,040	$848				$6,888
4.3	Respond to RFI's	2	$450	10	$1,950	4	$660					10	$1,250		$0	26	$4,310	$1,108				$5,418
4.4	Review and approve shop drawings and samples		$0	2	$390	4	$660					10	$1,250		$0	16	$2,300	$424				$2,724
4.5	Assist in reviewing and processing material submittals, equal products and potential change orders		$0	4	$780	8	$1,320					10	$1,250		$0	22	$3,350	$424				$3,774
4.6	Prepare preliminary and final corrective punch list based on final walkthrough	1	$225	6	$1,170	2	$330						$0	2	$190	11	$1,915	$684				$2,599
	Subtotal	3	$675	55	$10,725	18	$2,970	0	$0			30	$3,750	4	$380	110	$18,500	$3,912	$0	$0	$0	$22,412
Professional Time and Costs Subtotal		**23**	**$5,175**	**135**	**$26,535**	**84**	**$13,860**	**23**	**$5,175**			**214**	**$26,660**	**27**	**$2,565**	**506**	**$95,050**	**$58,328**	**$19,984**	**$31,824**	**$2,550**	**$207,736**
5%	for subconsultant coordination																	$2,916	$999	$1,591		$5,507
	Professional Time and Costs TOTAL																					**$213,243**
	OPTIONAL																					
	Parking Lot Design (12 spaces with access drive)			6	$1,170							8	$1,000					$8,190				$10,360
	TOTAL with Option																					**$223,603**



CITY OF ORANGE

New Park in West Orange Design Services

Proposal | August 31, 2023

MIG

109 W. Union Avenue | Fullerton, CA 92832

(714) 871-3638 | www.migcom.com

In association with:

BKF Engineers | Budlong | Converse Consultants

MIG

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CALIFORNIA
BERKELEY, FULLERTON, LOS ANGELES, PASADENA, RIVERSIDE, SACRAMENTO, SAN DIEGO, SAN JOSE, AND SONOMA

COLORADO
DENVER

NEW YORK
BROOKLYN

OREGON
PORTLAND

TEXAS
SAN ANTONIO

WASHINGTON
SEATTLE

August 31, 2023

City of Orange, City Clerk's Office
300 E. Chapman Avenue
Orange, CA 92866

RE: Proposal for Landscape Architectural Design Services for New Park in West Orange

Dear Robert Ambriz and Selection Committee Members:

MIG, Inc., is pleased to submit this proposal for landscape architectural design services associated with the successful development of a new passive park along the Santa Ana River in West Orange. We appreciate the needs that the park will fulfill in this changing part of the City. We have carefully reviewed the RFP and attended the site walkthrough where City staff spoke of how parking requirements, adjacent hotel location and future workforce housing will influence the design of the park. Our goals are to provide a **quality park experience** for all ages and abilities of visitors with **comfort, safety**, as well as **ease of on-going maintenance** for City staff.

In our 41 years, MIG has designed over $1 billion worth of public recreation and facility improvements including the Master Plan for Grijalva Park and construction documents for McPherson Athletic Complex as formerly Purkiss Rose-RSI. We provide places that inspire and engage people of all ages and abilities. Our team's proven expertise and approach, coupled with our design creativity, will result in a park that **offers the West Orange community green open space and celebrates the regional and historic significance of the Santa Ana River**.

We look forward to sharing our team's strengths and ideas for enhancing the park experience along the river corridor. During the selection process please contact Steve Lang at (714) 871-3638, x 4040 office or (714) 600-0817 cell or stevel@migcom.com if you have any questions or require more information. The person authorized to bind the firm contractually is Christopher Beynon, Vice President, Chief Development Officer.

We acknowledge receipt of Addendum No. 1, dated August 28, 2023.

Thank you for the opportunity to successfully work again with the City of Orange on another enhancement of your park system.

Sincerely,

Steve Lang, PLA, ASLA, CPRS
Principal, Landscape Architect #1771 CA
109 W. Union Avenue
Fullerton, CA 92832

Christopher Beynon, AICP
Vice President, CDO
800 Hearst Avenue
Berkeley, CA 94710
510-845-7549

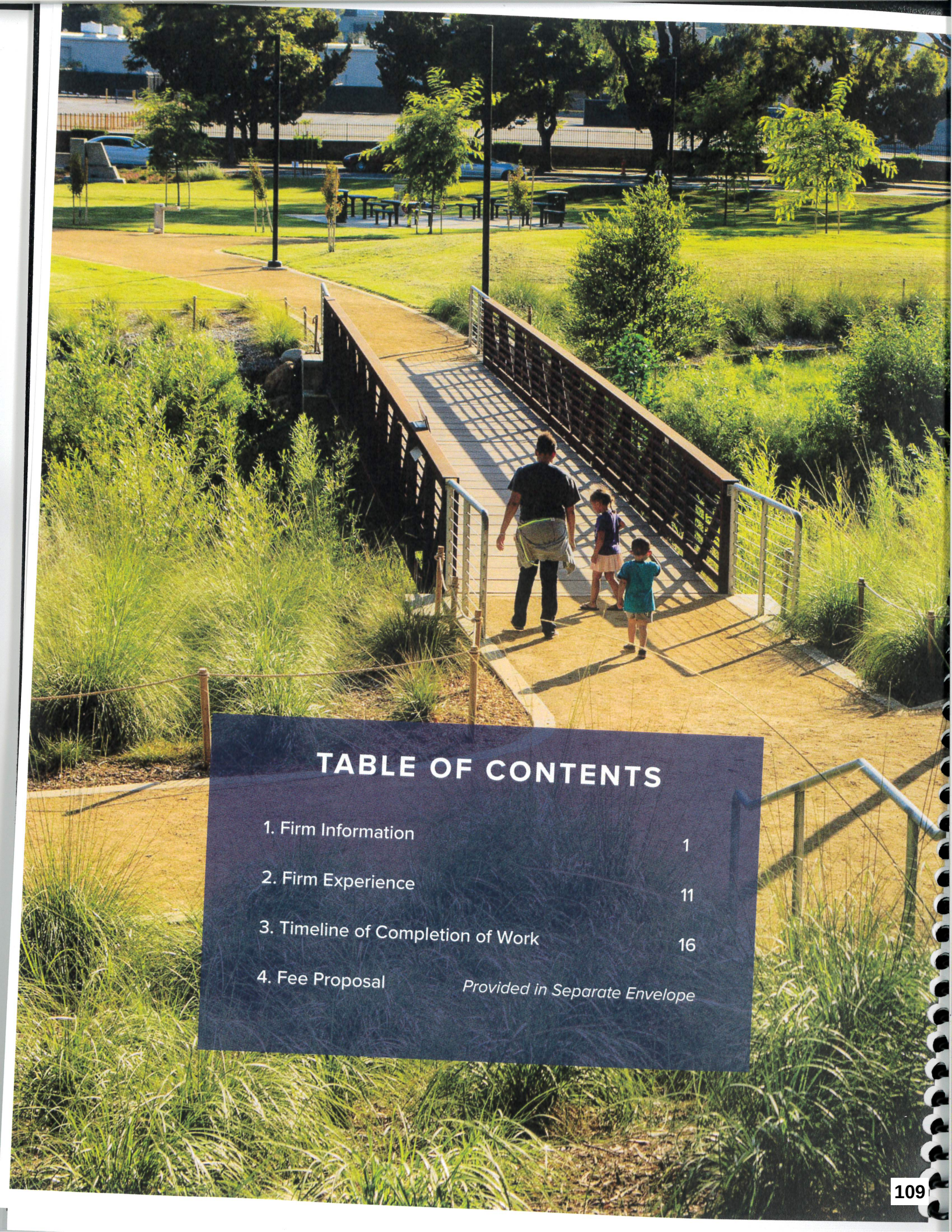


TABLE OF CONTENTS

1. Firm Information 1

2. Firm Experience 11

3. Timeline of Completion of Work 16

4. Fee Proposal *Provided in Separate Envelope*

1. Firm Information

About MIG, Inc.

Legal Name: Moore Iacofano Goltsman, Inc.
Type of Organization: CA-Corporation
Established: 1982
Number of Employees: 265

MIG, Inc., improves, adapts, and creates organizations, environments, and tools for human development. We are a community of designers, planners, engineers, scientists, and storytellers who engage people in creative problem-solving and collective action. We believe that the physical and social environment around us have a profound impact on our lives, and this belief shapes the principles that guide our work:

- Communities can plan their own futures.
- The world needs an ecological perspective.
- Great projects work for everyone.
- Elegant design inspires new thinking.
- Every project presents an opportunity to advance racial and social equity.
- All work must be context driven.

MIG is at the forefront of innovation. We are leading local, regional, and national planning and design initiatives to ensure accessibility and equity; engage, educate, and empower people through participatory processes; facilitate strategy development for social change; create playful and inclusive communities; reimagine streets and repurpose infrastructure; revitalize cities and restore ecosystems; and promote environmental stewardship by recognizing that the health of the natural and built world is mutually dependent.

For nearly four decades, MIG has worked with public, private and nonprofit agencies and their constituents worldwide to craft outdoor spaces where people walk, drive, gather, play, explore, work, learn, and live. Our landscape architecture practice integrates natural and built environments to connect people to place, nature, and each other.

Existing site features, topography, and history inform our designs as we work with clients and communities to develop a specific program of functions and uses – creating a powerful sense of place that not only pleases the eye but protects ecological and cultural resources and enhances community livability.

Our Subconsultants

BKF ENGINEERS

Since 1915, **BKF Engineers (BKF)** has earned a reputation for its ability to successfully plan, design, survey, and implement complex projects. BKF draws upon and utilizes its experience diligently guiding projects from the initial due diligence and feasibility stages, progressing through project designs and permitting approvals, and concluding with construction and implementation. This proven approach recognizes that developing dynamic projects is informed by focused team collaboration, mitigating physical constraints and potential risks, and balancing designs goals with value engineering solutions.

BUDLONG

Budlong is a multidisciplinary engineering design team with diverse engineering knowledge. The firm provides mechanical, electrical, and plumbing engineering services (MEP) to architectural and landscape architectural firms, leading various industrial facility projects across California. Through their diverse projects, their team can provide innovative improvements to local communities.

CONVERSE CONSULTANTS

Converse Consultants (Converse) is a known entity in the construction industry providing geotechnical engineering and geological services. Their professional and technical staff includes in-house geotechnical engineers, engineering geologists, environmental scientists, deputy inspectors, laboratory and field technicians, drafting/CAD specialists, and other specialized support personnel. Converse is an employee-owned corporation, with nine offices and more than 130 employees throughout the United States.

We believe that the environment around us has a profound impact on our lives. We plan, design, and sustain environments that support human development.

The MIG Team

MIG is proud to present an experienced and highly qualified team to provide design and planning services for the New Park in West Orange project. Our team members have been selected for their strong expertise in their fields of work as well as for their passion for this project.

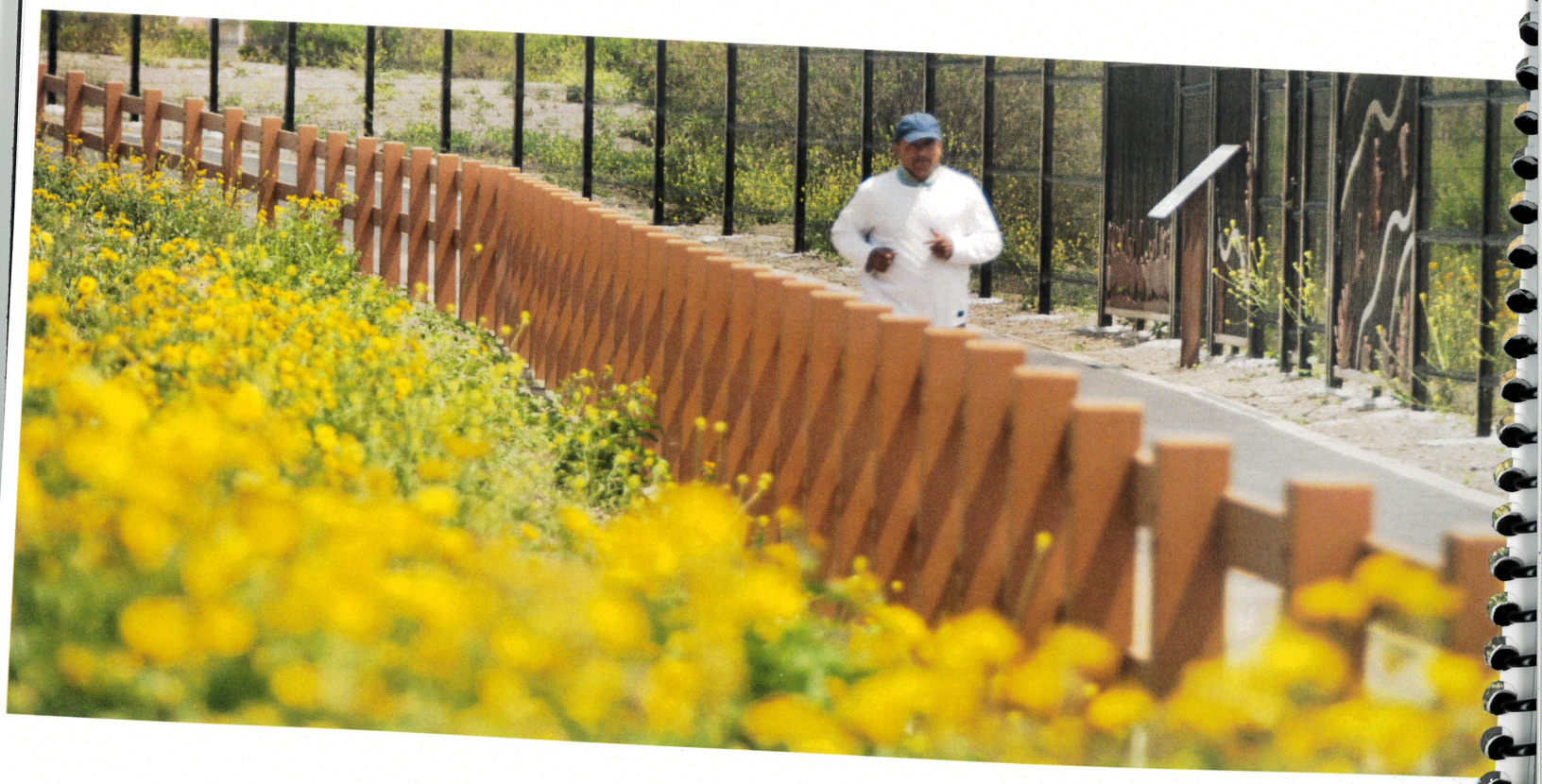
PROJECT MANAGEMENT

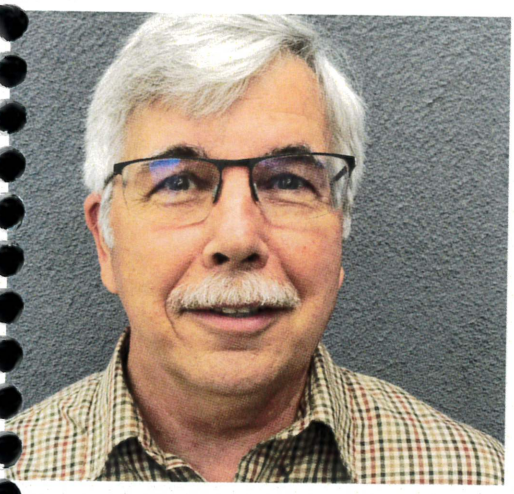
With 40 years of experience in landscape architecture, Principal-in-Charge and Landscape Architect **Steve Lang, PLA, ASLA**, will ensure adequate resources are allocated to this project and that contractual requirements are met. Steve will provide overall project direction, oversight, and quality control.

Project Manager **Oscar Johnson, PLA,** will be the day-to-day contact with City representatives and the project team. Oscar will coordinate site assessment and design through construction documents and construction administration. His communication and organizational skills, coupled with 22 years as a project manager, will provide steady, robust management.

TECHNICAL SUPPORT

- **Donna Yeung-Guiterrez**, *MIG*, Project Associate
- **Dino Viale**, *MIG*, Irrigation Designer
- **Bob Prasse**, *MIG*, Director of Environmental Services
- **Bruce Kirby, PE**, *BKF*, Civil Engineer
- **Davis Thresh, PLS**, *BKF*, Surveyor
- **Mark Griggs**, *Budlong*, Mechanical Engineer
- **Medel Bartolome, PE**, *Budlong*, Electrical Engineer
- **Hashmi Quazi, PhD, PE, GE**, *Converse*, Principal Geologist
- **Robert Gregorek, PG, CEG**, *BKF*, *Converse*, Senior Geologist





Steve Lang, PLA, ASLA, CPRS

PRINCIPAL-IN-CHARGE / LANDSCAPE ARCHITECT | MIG

Steve Lang is an award-winning landscape architect who has dedicated his career to creating outdoor environments that offer memorable, positive human connections with each other and with nature. His early artistic talents converged with his love for the spaces beyond building walls to forge a 40-year vocation. Licensed in two states, Steve's work can be found around schools and sports fields, in forests and downtowns, through plazas and parks, and along streets and waterways. He believes there is a deeper story to every project and he strives to bring it to the surface through interpretation, education, and art. Steve also recognizes and values the lasting impact of his designs. Time is the added dimension that brings out the full potential of his landscapes. A scattering of sycamores transforms into a giant grove. A sand dredging pit becomes a nature park and multi-use trail. A transit corridor turns into an ocean shoreline-themed outdoor art gallery and entertainment destination. Steve has taken hundreds of projects from a concept on paper to a reality on the ground. His creativity, communication skills, and attentive listening, elicit ideas and visions that he translates into conceptual studies, master plans, and construction drawings. Through their engagement in Steve's design process, clients and communities understand and embrace project goals and challenges; and ultimately, gain a sense of ownership and pride in the final, physical outcomes—outcomes that can last a lifetime.

EDUCATION

- BA, Landscape Architecture, UC Berkeley

REGISTRATIONS

- Landscape Architect: CA #1771, NV #461

PROFESSIONAL AFFILIATIONS

- American Society of Landscape Architects
- California Parks & Recreation Society
- UCLA Extension, Landscape Architecture Program Instructor (1999-2023)

AWARDS

- California Parks & Recreation Society (CPRS) Facility Design Award of Excellence, Ponderosa Park and Family Center, 2018
- SCC/ASLA Quality of Life Merit Award, Anaheim Coves, 2014

SELECTED PROJECT EXPERIENCE

- Tustin Legacy Veterans Sports Park, Tustin, CA
- Ponderosa Park, Anaheim, CA
- La Quinta Community Park, La Quinta, CA
- Apollo, Golden, Dennis-the-Menace, and Wilderness Parks Renovation, Downey, CA
- Arnold Cypress Park, Cypress, CA
- Claremont Hills Wilderness Park, Claremont, CA
- Anaheim Coves Phase I and II, Anaheim, CA
- Anaheim Urban Greening, Anaheim, CA
- Cerritos Park East, Cerritos, CA
- Chino Hills State Park, Chino Hills, CA
- Compton Creek Nature Park, Compton, CA
- Big League Dreams, Chino Hills, CA
- Deer Canyon Park Preserve, Anaheim, CA
- La Verne Sports Park, LaVerne, CA
- Santa Fe Springs Nature Park, Santa Fe Springs, CA
- Westlake Village Community Park, Westlake Village, CA
- Yorba Regional Park, Orange County, CA

Oscar Johnson, PLA

PROJECT MANAGER / LANDSCAPE ARCHITECT | MIG

Oscar Johnson has always had a passion for drawing and creating, and he's been fulfilling it as a landscape designer and project manager for two decades. From multimillion dollar sports facilities to intimate neighborhood parks, Oscar has designed and managed construction for a variety of public and private projects throughout California. With his meticulous attention to detail and his dedication to longevity, he develops construction details and design specifications that are cost-effective and can be built to last. He is adept in establishing a camaraderie with clients, colleagues, and contractors to shepherd projects from design to ribbon-cutting. Oscar is proactive in reducing risks and applying new technologies and materials to his designs. He describes himself as "a build-a-better-mousetrap type of person," who takes the Big Picture and fills in the fine lines. While his work has benefited people in many communities, Oscar particularly appreciates providing physical, mental, and emotional stimulation to children with disabilities through his projects—enabling them to interact with nature and with others.

EDUCATION

- BSLA, California State Polytechnic University, Pomona

REGISTRATIONS / CERTIFICATIONS

- Landscape Architect: CA #6481

PROFESSIONAL AFFILIATIONS

- California Parks & Recreation Society

AWARDS

- California Parks & Recreation Society (CPRS) Facility Design Award of Excellence, Ponderosa Park and Family Center, 2018
- SCC/ ASLA Quality of Life Merit Award, Anaheim Coves, 2014
- SCC/ASLA Merit Award in Landscape Art, South Beach Promenade, 2007

SELECTED PROJECT EXPERIENCE

- Tustin Legacy Veterans Sports Park, Tustin, CA
- Anaheim Coves Phases 1 and 2, Anaheim, CA
- Huntington Beach Pier Plaza and South Beach Renovation, Huntington Beach, CA
- Big League Dreams, Las Vegas, NV
- Deer Canyon Park Preserve, Anaheim, CA
- Compton Creek Nature Park, Compton, CA
- Dills Park Renovation/Expansion, Paramount, CA
- Firestone Boulevard, Downey, CA
- Fullerton Parks Renovation – Adlena, Byerrum, and Valencia, Manteca, CA
- Grace Park, Long Beach, CA
- Greenleaf Parkway SCE Easement Improvements, Compton, CA
- Lambert Park, El Monte, CA
- Liberty Park Renovation, Cerritos, CA
- Arnold Cypress Park, Cypress, CA
- Mendez Tribute Monument Park, Westminster, CA
- Mesa Marin Sports Park, Bakersfield, CA
- Parks & Recreation Facilities Master Plan, Westminster, CA
- Parks Master Plan, Irvine, CA
- Pico Park Renovation, Pico Rivera, CA
- Ponderosa Park, Anaheim, CA
- 25 Westminster Parks Renovations, Westminster, CA

Donna Yeung-Gutierrez

PROJECT ASSOCIATE | MIG

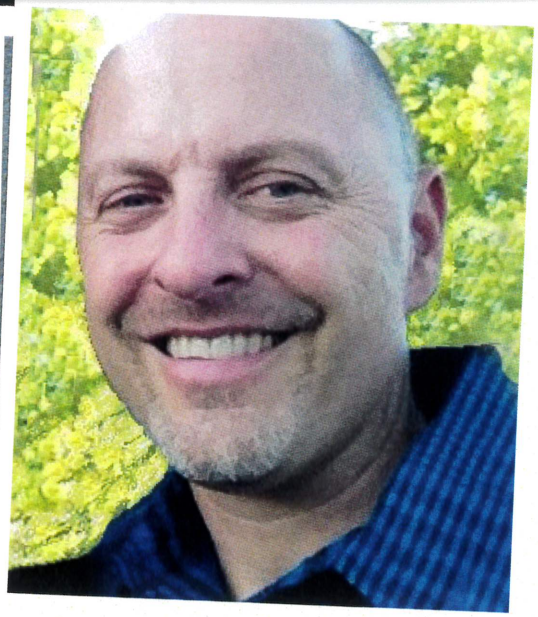
Donna Yeung-Gutierrez has over 10 years of landscape design experience in a variety of public projects. Since joining MIG, she has contributed to a wide range of design projects with design and production support from schematic design through construction documents. Donna also provides graphic support in the office using 3D modeling and graphic programs such as Sketchup and Adobe Suite to create images to assist the client in clearly seeing the design intent of the project. Donna recognizes the importance of using low water-use planting and has worked with various agencies to establish drought-tolerant, California native planting palettes to assist in water conservation and to comply with the Water Conservation Act of 2006 (AB 1881) and Governor's Executive Order 29-15.

EDUCATION

- BSLA, California State Polytechnic University, Pomona

SELECTED PROJECT EXPERIENCE

- Anaheim Coves Grant Application, Anaheim, CA
- Anaheim Coves Phase II, Anaheim, CA
- Compton Seven Parks, Compton, CA
- Downey I-5 Landscape Frontage, Downey, CA
- Firestone Boulevard, Downey, CA
- Lambert Park, El Monte, CA
- Ponderosa Park and Family Center, Anaheim, CA
- Rancho Del Rio Master HOA, San Clemente, CA
- South Park, Hermosa Beach, CA
- Westlake Village Community Park, Westlake Village, CA
- Westminster 25 Parks, Westminster, CA
- Westminster Hoover Street Ped/Bike Trail Improvements, Westminster, CA
- Mendez Tribute Monument Park, Westminster, CA
- Apollo, Golden, Dennis-the-Menace, and Wilderness Parks Renovation, Downey, CA
- Compton Boulevard Streetscape, Compton, CA
- Pico Rivera Streetscapes, Pico Rivera, CA
- 53rd Avenue Park and Playground, Hillsboro, OR
- Wishing Tree Park, Torrance, CA



Dino Viale

IRRIGATION DESIGNER | MIG

Dino Viale is a detail-oriented, self-motivated professional in the landscape and irrigation industry. He possesses strong design and construction skills, bringing planning and construction together seamlessly. Dino has a passion for water conservation and is constantly striving to create irrigation design solutions that efficiently fit the unique needs of his projects, creating lasting and cost-effective systems that save water.

EDUCATION

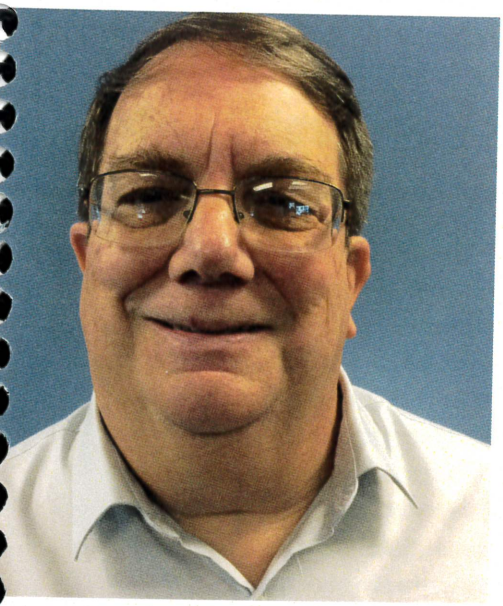
- BS, Landscape Architecture, Polytechnic State University, San Luis Obispo

REGISTRATIONS

- American Society of Irrigation Consultants, Professional Member, Northern CA Chapter

SELECTED PROJECT EXPERIENCE

- Orion Park, Chula Vista, CA
- T+C Public Park, San Diego, CA
- Arnold Cypress Park, Cypress, CA
- 14th Street Promenade, San Diego, CA
- Gamma Street Mini-Park ADA and Playground Improvements, San Diego, CA
- Skyline Hills Community Park ADA and Playground Improvements, San Diego, CA
- Olive Grove Community Park ADA and Playground Improvements, San Diego, CA
- Asian Art Museum, San Francisco, CA
- Cherryland Community Center, Alameda, CA
- CHP Crescent City, Crescent City CA
- Chrissy Field Restoration, San Francisco, CA
- Desiderio Park, Pasadena, CA
- Del Amo Park, Los Angeles County, CA
- Laguna Niguel Regional Park, Orange County, CA
- Lambert Park Phases 1 and 2, El Monte, CA
- Salinas Public Safety Center, Salinas, CA
- San Francisco Zoo African Savanna Exhibit, San Francisco, CA
- San Francisco Zoo Lemur Exhibit, San Francisco, CA
- Santana Row, San José, CA
- Ventura Community Park, Ventura, CA
- Villa Monserate Park ADA Improvements, San Diego, CA
- Wilderness Park, Downey, CA
- National Audio-Visual Conservation Center, Culpeper, VA



Bob Prasse

DIRECTOR OF ENVIRONMENTAL SERVICES | MIG

Bob Prasse has extensive knowledge and expertise in urban planning and environmental analyses. A college class on the economics of environment peaked Bob's interest in the factors affecting the built environment, which led to a 35+-year career working with public agencies and developers throughout Southern California. With his analysis, communications, and writing skills, Bob helps clients anticipate and adjust to changing conditions while still meeting project goals related to general and specific plans, zoning ordinances, development reviews, and entitlement services. In addition, he has managed, prepared, and processed CEQA and NEPA documentation for a wide range of planning projects, including large-scale mixed-use communities, public facilities, general plans, retail centers, and warehouse/logistics complexes.

EDUCATION

- MURP, University of Southern California
- BA, Public Affairs/Urban Planning, University of Southern California

SELECTED PROJECT EXPERIENCE

- Eastern Municipal Water District Potable Water Well 204 IS/MND, Perris, CA
- The Preserve Water Facility, Chino, CA (Managed development/construction of a water well, small modular water treatment plant, test water basin, and distribution lines)
- Atlantic Boulevard Improvement Project ND, Commerce, CA
- Clean Water Factory EIS/EIR (Recharge/storage of treated effluent), San Bernardino, CA
- Pine Ave. Connector Environmental Assessment and CALTRANS Project Report, Chino, CA
- The Preserve Sewer Main EA/MND, Chino, CA
- Taft Solar Energy Generation and Storage Project IS/MND, Taft, CA
- Condor Battery Energy Storage Facility Project IS/MND, Grand Terrace, CA
- Memorial Park Modernization IS/MND, Upland, CA
- Indio Central Park and Public Safety Complex IS/MND, Indio, CA
- High School #10 EIR, Chaffey Joint Union High School District, Ontario, CA
- The Preserve Specific Plan and EIR, Chino, CA
- Duke Realty Logistics Warehouse EIR, Redlands area of San Bernardino County, CA
- Covina Town Center Specific Plan EIR, Covina, CA
- Smoky Hollow Specific Plan EIR, El Segundo, CA
- Positive Investment, 66 Lot TTM IS/MND and MSHCP Consistency, Moreno Valley, CA
- California Recycler Plastics-to-Fuel Conversion Plant IS/MND, Grand Terrace, CA
- Inland Center Dr. Warehouse IS/MND and Regulatory Permitting, San Bernardino, CA

Bruce Kirby, PE, QSD/QSP

SENIOR CIVIL PROJECT MANAGER | BKF

Bruce Kirby has been involved in land development site engineering and is a professional engineer that has directed the design of many civic, recreational, institutional, educational, retail, commercial, industrial, and residential projects throughout southern California. These projects have included providing such services as preliminary engineering and backbone engineering design for the grading, roadway, storm drain, sewer, and water infrastructure required for several large master-planned community projects.

EDUCATION

- BS, Civil Engineering; California Polytechnic University, Pomona

REGISTRATION/CERTIFICATION

- Civil Engineer: CA #42393
- Qualified SWPPP Developer (QSD) & Practitioner (QSP) CA #20900
- Envision Sustainability Professional (ENV SP)

SELECTED PROJECT EXPERIENCE

- Evers Sports Park, Templeton, CA
- Laguna Niguel Regional Park, Laguna Niguel, CA
- Heritage Community Regional Park, Masterplan Update Irvine, CA
- Mesa Marin Sports Complex Phase 3, Bakersfield, CA
- Silverlakes Sports Park, Norco, CA
- Aquatic and Recreation Center Project, Yucca Valley, CA
- Irvine Plaza Neighborhood Park, ADA Design, Irvine, CA

Davis Thresh, PLS

SURVEYOR | BKF

Davis Thresh is a Survey Principal, overseeing BKF's survey group. His survey experience spans over 38 years. Throughout his tenure with BKF, he has played a key role in many projects in both the public and private sectors. Davis has been the lead surveyor on numerous projects involving districts, cities, counties, and other local municipalities in California. He is responsible for management of all phases of land surveying including construction, aerial and conventional topographic and planimetric surveys, boundary analysis and resolutions, right-of-way engineering, as-built surveys, digital terrain modeling, directing field and office survey efforts, contract document preparation, cost estimation, and contract administration. He provides coordination with clients, other professional consultants, and reviewing agencies.

EDUCATION

- Surveying, Diablo Valley College, Pleasant Hill, CA

REGISTRATION/CERTIFICATION

- Professional Land Surveyor: CA #6868

SELECTED PROJECT EXPERIENCE

- Lambert Park Renovation Project, El Monte, CA
- Jeffrey/Walnut Intersection Improvements, Irvine, CA
- Lakewood/Florence Intersection Improvements, Downey, CA
- Pico Rivera Regional Bikeway, Pico Rivera, CA
- Hecker Pass Family Adventure Amusement Park, Gilroy, CA
- San Jose Redevelopment Agency Projects, Fountain Alley Pedestrian Mall and Parking Lot, Guadalupe River Park, and Confluence East Park, San José, CA
- Roosevelt Park Community Center, San José, CA
- San Lorenzo River Multi-Purpose Trail / Bike-Ped Underpass, Santa Cruz, CA

Mark Griggs, PE

MECHANICAL ENGINEER | BUDLONG

Mark Griggs brings to Budlong his mechanical engineering experience in conducting and coordinating the planning, design, construction, and alteration of HVAC systems in buildings, facilities, and other structures. He reviews and recommends action on engineering and construction documents to ensure compliance with applicable codes and policies of different municipalities or localities. His responsibilities include performing cooling/heating load and static calculations, and coordinating communication with architects and engineers to identify and share information to achieve overall construction goals and ultimately meet deadlines on time.

EDUCATION

- BS, Mechanical Engineering, University of Texas at Austin, Texas

REGISTRATIONS

- Professional Engineer: CA #M34760, CO #M34743

SELECTED PROJECT EXPERIENCE

- Columbia Space Center, Downey, CA
- Port of Long Beach, Long Beach, CA
- Los Angeles Union Station, Los Angeles, CA
- Ongoing Services Contract, City of Denver, CO
  - Administration Services
  - City-owned buildings
  - Transportation depots
- Los Angeles International Airport, Los Angeles, CA
- Inglewood City Hall Generator Upgrade, Inglewood, CA

Medel Bartolome, PE

ELECTRICAL ENGINEER | BUDLONG

Medel Bartolome has over 35 years experience in designing engineering systems and elements including low voltage (Data, PA, Tel, Security, CCTV, CATV, Access control, Sound systems) and Fire Alarm systems. He has designed electrical systems for commercial, industrial, healthcare, educational, residential, and public/ institutional facilities.

Medel is responsible for the coordination, design, development, written specifications, cost estimates, construction observation, and equipment selection for electrical engineering projects.

EDUCATION

- BS, Electrical Engineering, Nueva Ecija University of Science and Technology, Cabanatuan City, Philippines

SELECTED PROJECT EXPERIENCE

- Columbia Space Center, Downey, CA
- Beverly Hills City Hall Tower Additional MEP Services Beverly Hills, CA
- Glendale Maintenance Building, Glendale, CA
- Covina Transit Plaza, Covina, CA
- Inglewood City Hall Generator Upgrade, Inglewood, CA
- Foothill Transit Agency West Covina Park & Ride, West Covina, CA
- Metro TO MTA Training Center, Los Angeles, CA

Hashmi Quazi, PhD, PE, GE

PRINCIPAL GEOLOGIST | CONVERSE

Dr. Hashmi Quazi has over 36 years of experience and 35 with Converse providing geotechnical engineering services and has earned a reputation for providing quality work in an honest and ethical manner, on time and within budget for public buildings, playgrounds, recreation facilities, and other related project types.

EDUCATION

- PhD, Civil Engineering, University of Arizona
- MS, Civil Engineering, Arizona State University
- BS, Bangladesh Engineering University

REGISTRATION/CERTIFICATION

- Civil Engineer: CA #46651
- Geotechnical Engineer: CA #2517

SELECTED PROJECT EXPERIENCE

- La Placita Parkette, Placentia, CA
- Arnold Cypress Park, Cypress, CA
- 6th Street and Lacy Street Park, Santa Ana, CA
- Mary Van Dyke Park Improvements, South El Monte, CA
- Concourse and Mountain View Parks, Lake Forest, CA

Robert Gregorek, PG, CEG

SENIOR GEOLOGIST | CONVERSE

Robert Gregorek has over 44 years of experience and four years with Converse on geologic, environmental, and geotechnical aspects of a variety of transportation, pipeline, storm drain, and other related project types. His experience includes coordination and quality control of observations and testing of bedrock, soils, and materials during grading; geologic field mapping; excavatability/rippability studies; groundwater studies; evaluation of geologic and seismic hazards; review of geologic, environmental, and geotechnical and reports; expert witness for distress evaluations of site conditions; structures; evaluation of settlement potential; and expansive/corrosive characteristics of soils.

EDUCATION

- BA, Earth Science, California State University, Fullerton
- MS, Program, Engineering Geology, California State University, Los Angeles

REGISTRATION/CERTIFICATION

- Professional Geologist: CA #PG 3965
- Certified Engineering Geologist: CA #CEG 1257
- OSHA 29 CFR 1910.120(e) 40-hour Hazardous Waste Operations Health and Safety

SELECTED PROJECT EXPERIENCE

- North Park Improvements, Yucca Valley, CA
- March Field Skatepark, Moreno Valley, CA
- Nicholson Neighborhood Park, San Bernardino, CA
- Glen Helen Bridge Replacement, San Bernardino, CA

2. Firm Experience

MIG has a proven track record of managing complex, multi-objective parks projects that create a high degree of community support through creative design, dynamic visuals, and powerful metaphors. The tables below and on the following page provide an overview of MIG's parks, recreation, and open space experience.

MIG SELECT PARKS AND RECREATION PROJECTS

	LANDSCAPE DESIGN	CONSTRUCTION DOCUMENTS & ADMINISTRATION	PARK PLANNING & DESIGN	PUBLIC REALM DESIGN	SPORTS/ATHLETIC FIELDS	ENTRY & PARKING AREAS	EVENT & PERFORMANCE AREAS	ACCESSIBILITY/ UNIVERSAL DESIGN	SUSTAINABILITY/ LOW-IMPACT DESIGN	NATIVE PLANTING	SIGNAGE	CHILDREN'S PLAY ENVIRONMENT	SEATING & PICNIC AREAS	LIGHTING	COMMUNITY OUTREACH
Always Dream Park, Fremont	●	●	●	●				●	●			●	●	●	●
Anaheim Coves Multi-Use Trail	●	●		●		●		●	●	●	●	●	●	●	●
Anaheim Outdoors Connectivity/Urban Greening		●	●		●		●				●	●	●	●	
Angeles National Forest Supervisor' Office, Arcadia	●	●				●		●	●	●			●	●	
Arcadia Gold Line Station Plaza	●	●	●	●	●	●	●	●	●		●	●	●	●	●
Burbank Water & Power EcoCampus	●	●		●		●	●	●	●	●	●		●	●	
Compton Creek Natural Park	●	●	●			●	●	●	●	●	●	●	●	●	●
Desiderio Park, Pasadena	●	●	●	●		●	●	●	●	●	●	●	●	●	●
Dills Park Renovation, Paramount	●	●	●		●	●	●	●	●	●	●	●	●	●	●
Downey Parks Renovations	●	●	●		●	●	●	●	●			●	●	●	●
Earvin "Magic" Johnson Park, Los Angeles	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
El Dorado Park at Pacoima Wash, Los Angeles County	●	●	●			●		●	●	●	●	●	●	●	●
Exposition Park Landscape Master Plan	●		●	●	●	●	●	●	●	●	●	●	●	●	●
Greenleaf Parkway Parks, Compton	●	●	●	●		●		●	●	●	●		●	●	●
Hart Park Renovations, West Hollywood	●	●	●					●					●	●	
Hing Hay Park, Seattle, WA	●	●		●		●	●	●	●			●	●	●	●
Johnny Carson Park Revitalization, Burbank	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Lake Forest Serrano Creek and Pittsford Parks	●	●	●			●		●					●	●	●
Lambert Park Renovation, El Monte	●	●	●		●			●	●				●	●	●
LANLT Wishing Tree Park, Carson	●	●	●		●	●					●		●	●	●
Layne Park Revitalization, San Fernando	●	●	●		●	●		●	●	●	●	●	●	●	●
Liberty Park Renovation, Cerritos	●	●	●		●	●	●	●	●				●	●	●
Mendez Tribute Monument Park, Westminster	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Monrovia Station Square Transit Village Park	●	●		●	●	●	●	●	●		●	●	●	●	●
Monte Verde Park, Lakewood	●	●	●					●	●				●	●	●
Ord and Yale Park, Los Angeles	●	●		●	●	●	●	●	●	●	●	●	●	●	●
Pasadena Playhouse Village Park and Parking Lot	●	●	●	●		●	●	●	●		●	●	●	●	●
Ponderosa Park, Anaheim	●	●	●					●	●				●	●	●
Santa Monica Memorial Park Renovation	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Santee Town Center Community Park	●	●	●		●	●	●	●	●	●	●	●	●	●	●
Stoneview Nature Center, Culver City	●	●		●	●	●	●	●	●	●	●	●			
Tustin Legacy Veterans Park	●	●	●		●	●	●	●	●	●	●	●			●
Ventura Community Park	●	●	●		●	●	●	●		●		●	●	●	●
Westlake Village Canyon Oaks Park	●	●	●			●		●	●	●			●	●	●
Westlake Village Community Park	●	●	●		●		●	●	●				●	●	●
Westminster 25 Parks Renovations	●	●	●		●	●	●	●	●			●	●	●	●
West Wilshire (Pan Pacific) Park Athletic Field Improvements	●	●	●		●	●		●	●				●	●	●
Yanaguana Garden at Hemisfair Park, San Antonio, TX	●	●	●	●		●	●	●	●			●	●	●	●

Anaheim Coves Multi-Use Trail

Anaheim Coves, formerly Burris Basin, was a commercial source for sand and gravel before the Orange County Water District (OCWD) bought and transformed the quarry pit into a groundwater recharge basin. Located adjacent to the Santa Ana River between Lincoln Avenue and Ball Road, it has been a very successful recharging facility and an important part of OCWD's water management system for decades. Through the years, it has also become a habitat for migrating waterfowl that seek refuge and feed on the fish that live in the basin. The City of Anaheim, with input from the neighboring community and support from State funding, saw this as an opportunity to provide a natural passive recreation experience as a developed interpretive trail along the banks of the reservoir basin.

MIG developed a master plan and construction documents to create a universally accessible trail with viewing decks, interpretive signage, and California native plantings. From a safe distance, visitors are able to enjoy the wildlife and 14 acres of open space around the basin. Due to the ongoing issue of improper maintenance for native planting, training of landscape maintenance staff was included in the specifications. This training portion of the specifications was developed as a living document that can be updated as the project matures.

Phase I was a recipient of a Southern California Chapter ASLA Quality of Life Award. MIG was subsequently awarded the contract to provide services from design through construction for Phase II, the northern extension of this project, which was recently completed.

PROJECT DETAILS

Firm: MIG

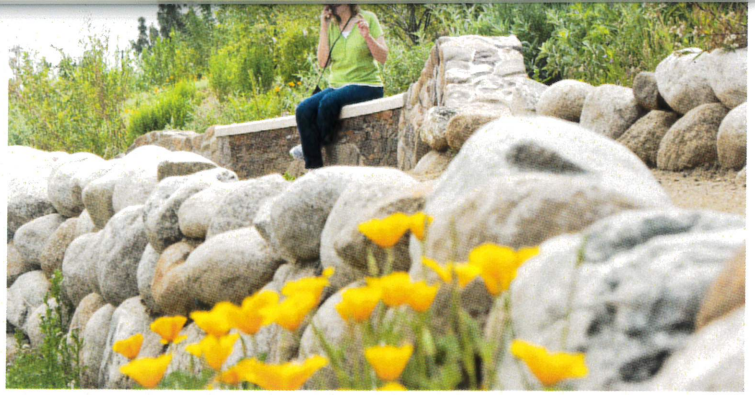
Client: City of Anaheim

Location: Anaheim, CA

Reference: Pamela Galera, former Principal Project Planner, City of Anaheim/current Director of Parks, Recreation, and Community Services, City of Riverside
(951) 826-2075
pgalera@riversideca.gov

Dates: 2011 – 2019

Budget: $970,000



Levi's

Westminster Méndez Tribute Monument Park and Freedom Trail

MIG designed a new park and trail honoring Gonzalo and Felícitas Méndez, who led a precedent-setting civil rights case when their children were turned away from a Westminster elementary school in 1944 because of their Mexican heritage. The landmark 1947 desegregation decision in Méndez v. Westminster paved the way for the historic 1954 Brown v. Board of Education Supreme Court case that ended school segregation in the U.S.

MIG worked with the City and community of Westminster and the Orange County Department of Education (OCDE) to create a place that pays tribute to the Méndez family and other social justice leaders. The 0.2-acre park site features sculptures and art pieces by Los Angeles artist Ignacio Gomez, a plaza with seating, and an interactive station with interpretive panels and augmented reality (AR) experiences to share this little-known story that opened doors to education for generations of students. MIG developed an integrated web app that enables AR and tells the story in Spanish and Vietnamese in text, audio, and video using closed captions.

For the 2.5-mile Freedom Trail leading to the park, MIG is designing an immersive experience with additional interpretive signage and interactive components highlighting social justice advocates and civil rights leaders, including the Méndez family, Martin Luther King, Abraham Lincoln, and César Chavez. As part of the partnership, OCDE is creating content and curriculum for the park and the trail.

MIG's design not only helps to preserve history, but also the environment with the use of recycled materials for site furniture, drought-tolerant planting, water-saving irrigation, and a dry creek bed and depressed planting areas for onsite stormwater capture.

PROJECT DETAILS

Firm: MIG

Client: City of Westminster

Location: Westminster, CA

Reference: Adolfo Ozaeta
Interim Assistant to the City Manager/
Transportation Manager,
City of Westminster
(714) 548-3462
aozaeta@westminster-ca.gov

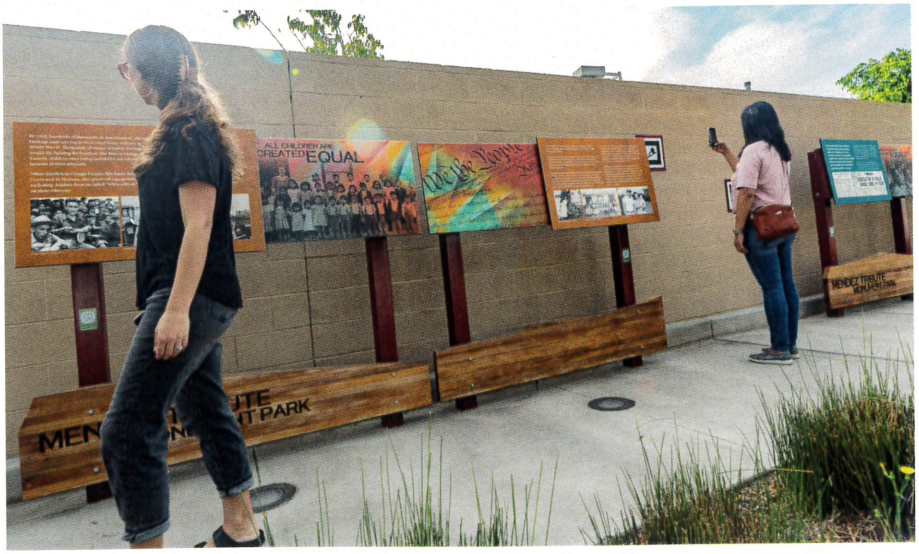
Dates: 2019 – 2021

Budget: $750,744

MENDEZ TRIBUTE
MONUMENT PARK

MENDEZ TRIBUTE
MONUMENT PARK

MENDEZ V WESTMINSTER
TRUTH • CIVIL RIGHTS
EQUALITY • LIFE • LIBERTY
THE PURSUIT OF HAPPINESS


ALL CHILDREN ARE CREATED EQUAL
MENDEZ TRIBUTE MONUMENT PARK

Desiderio Park

Desiderio Park is a City-owned park on the edge of the Lower Arroyo Seco. A former Army Reserve Center that was decommissioned in 2005, the park has been in the planning stages since 2007. In 2017, MIG worked with the City of Pasadena to develop and refine the park concept in order to create construction documents for bidding and implementation.

The neighborhood park is traversed by the Colorado Street Bridge, and includes walking paths, shade trees and drought-resistant plantings, a naturalized creek feature that spans the park for drainage, a children's playground area and picnic shelter, picnic areas dispersed throughout the park, and a small parking area. Craftsman-themed fencing and natural construction materials such as native river stone enhance the park and tie the park thematically to its setting and context within the Arroyo.

PROJECT DETAILS

Firm: MIG

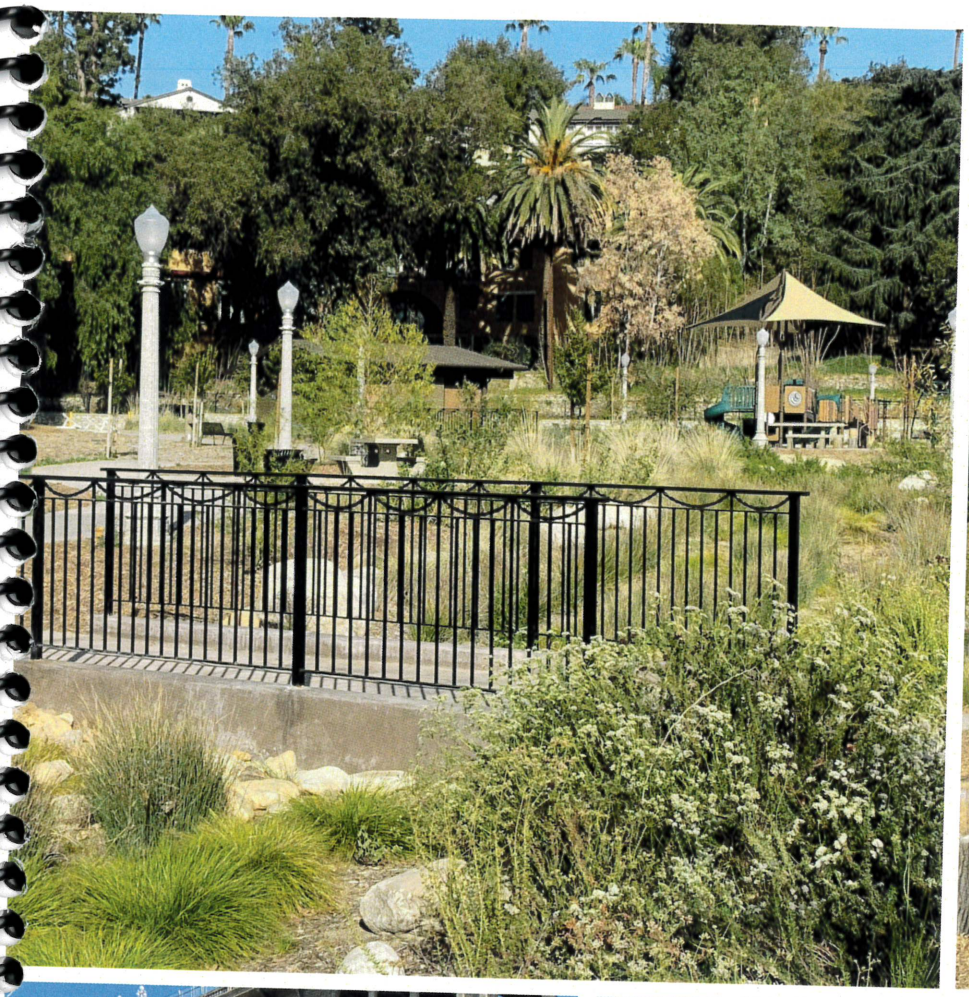
Client: City of Pasadena

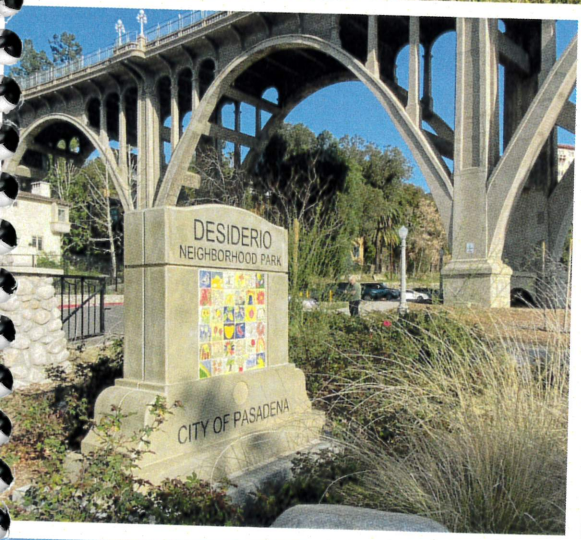
Location: Pasadena, CA

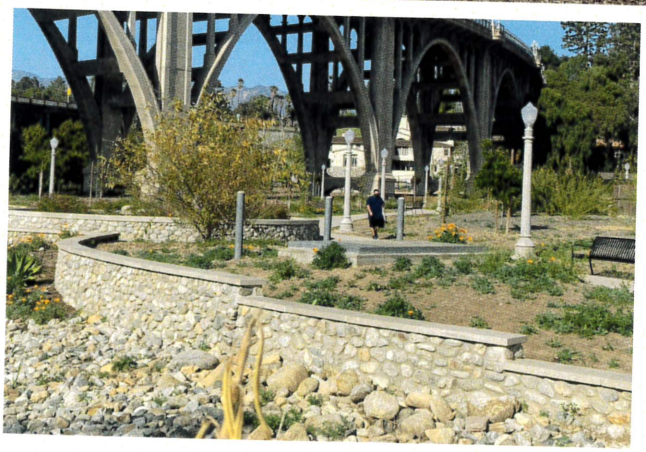
Reference: Jeff Kuhn
Public Works
(626) 744-7389
jkuhn@cityofpasadena.net

Dates: 2015-2018

Budget: $160,000




DESIDERIO
NEIGHBORHOOD PARK
CITY OF PASADENA



Santa Ana Dog Park

The addition of the City of Santa Ana's first dog park at Centennial Park offers a new popular recreational and social gathering place for both canine friends and community members. The proposed amenities, including three separate dog areas, dog training area, agility course, dog splash pad, wash station, drinking fountains with dog bowls, shade shelters with picnic tables, and bike racks, will further promote the park as a lively and fun destination. The proposed linkage to the Santa Ana River Trail will encourage another means of access to the park. The relocation of the City's police training area and nursery allow a continuous park connection along with upgraded facilities. Pedestrian, bike, and vehicular circulation, as indicated in the concept plan, will be important to the flow and safety of park visitors, police, and city personnel.

Standards and requirements have changed, materials and equipment have aged, and recreation needs and trends have evolved since Centennial Park's original development. Accessibility requirements have required rethinking of circulation and full universal access to facilities. Water conservation requirements will include limitations on turf use and requirements for smart weather-based irrigation controllers and more efficient sprinklers and drip systems, as well as on-site green infrastructure to capture and store stormwater runoff for full site infiltration and groundwater recharge. Resource conservation in terms of solar energy efficiency and long-term maintenance demands will be a key consideration in developing our construction design documents. Proposed design enhancements address the goals of safety, connectivity, opportunities for intergenerational activities, healthy dog exercise, and positive community interaction.

PROJECT DETAILS

Firm: MIG

Client: City of Santa Ana

Location: Santa Ana, CA

Reference:
Sean Thomas, Project Manager
Public Works Agency
City of Santa Ana
(714) 647-5655
Sthomas5@santa-ana.org

Dates: 2022 – Ongoing

Budget: $700,000

Westlake Village Community Park and Dog Park

MIG helped the City of Westlake Village to assess and select a site for an a community park in association with the YMCA. MIG developed a conceptual plan for the hillside park. The plan provides for a variety of active recreation, including a children's play area, in-ground skate park, perimeter jogging/ walking trail, overlay basketball courts in the parking area, and lighted fields for softball/baseball and soccer. The plan also incorporates supporting amenities such as a restroom/concession building, picnic facilities, and a maintenance building and yard. The YMCA building and pool complex are centrally located in the park for ease of access and user convenience. Each sportsfield was constructed using synthetic turf to lower operational costs and conserve water. Slopes have been landscaped with drought tolerant and native plant species to blend into the adjacent oak woodland foothills.

MIG prepared the master plan and construction documents for a one-acre dog park located amid oak and eucalyptus trees. The fenced park has separate large and small dog areas with a shade structure and tables and chairs positioned to allow dog owners to visit in comfort while watching their dogs romp across the grass areas. A decomposed granite walking trail encircles the turfed dog areas. Benches are provided off the dog trail under shade trees. Drinking fountains for dogs and masters are positioned near the park entry. A reclining native oak was protected with a low, black screen fence and contributes to the character of the slightly rolling site. Drought-tolerant plants at the exterior of the fence provide an attractive setting that is compatible with the mature oaks and eucalyptus trees. The park is extremely popular and has become a social venue for both canines and humans.

PROJECT DETAILS

Firm: MIG

Client: City of Westlake Village

Location: Westlake, CA

Reference:
Roxanne Hughes, City Engineer,
City Westlake Village
(805) 890-8885
rhughes@willdan.com

Dates: 2010 – 2018

Budget: $748,000

Project Site

3. Timeline of Completion of Work

Understanding and Approach

MIG Team members have worked with the City of Orange on successful projects in the past including Grijalva Park Master Plan, Plan Update studies in 2020 and McPherson Athletic Facility as Purkiss Rose -RSI. We understand and appreciate the City's desire to provide a passive park amenity on the west side of Orange. The MIG Team will work closely with the Community Services Department staff and interested stakeholders to develop a park plan that meets the expectations of the community and City staff. We will garner public input in the two public workshops during the early design process.

Water conservation concerns and mandated irrigation restrictions from the City's guidelines for Water Efficient Landscapes (WELO) prompt limitations on turf use, requirements for smart weather-based irrigation controllers, and efficient sprinklers and drip systems. There may be opportunities to design and implement on-site **green infrastructure** to capture storm water runoff for percolation and groundwater recharge. **Resource conservation** in terms of energy efficiency and long-term maintenance demands are key design criterion, which we will consider in our design process. We will design the park and proposed landscape improvements according to City of Orange Landscape Standards and Specifications Section III and Parks Construction Standards Section I- Design Guidelines and Construction Document Preparation to seamlessly tie in with the overall existing park landscape and material palette. The City's high-quality standards of **safety, connectivity, opportunities for family activities, healthy exercise, and positive community interaction will be our design guide**. We will work closely with City maintenance staff to garner their knowledge and recommendations to efficiently manage this facility and ongoing costs.

Communication will be key in the successful development of your park. Our MIG project manager will present and set an agreed schedule with the City at the project start. The schedule will indicate the tasks, milestones, deliverable dates, and anticipated review periods throughout the design process. We will carefully monitor and manage is schedule continuously through the design process. Adjustments will be made as necessary with the City staff's review and approval to accommodate any meetings and or extended review periods that may become necessary. Continual communication between the City and the project team through the project managers, will keep the project schedule coordinated and everyone informed.

MIG is particularly familiar with the special requirements of municipal projects. Our team understands the importance of complete and thorough bid documents to ensure quality construction from the "low responsive bid" contractors. Our design and construction documents will reflect this attention to detail and the quality of materials and equipment selected.

MIG has developed an **In-House Plan Review and Checklist** document for **Quality Assurance/ Quality Control** in the review of **construction documents**. Our team will utilize MIG's plan review checklists in preparing and reviewing the construction documents. The checklists address the following types of drawings and specification items: Grading, Drainage, Irrigation Systems, Walkways, Fencing, Lighting, Site Amenities, and Drought-Tolerant Plant Materials.

MIG has earned a reputation for completing our project tasks in a timely manner. The broad experience of our overall firm coupled with the expertise of our local office personnel ensure our prompt response to your project assignments and any questions and issues that may come up during the design or construction process. We will work closely with the City of Orange staff and our project team to meet all project milestones.

The project team is very familiar with construction administrative procedures and construction support services. MIG provides on-site construction observation and support for most of our clients. As the prime design consultant for 90% of our projects, we coordinate the on-site services for all project team consultants. Our staff is well trained in construction support services and tasks, coordination with consultants, Agency staff, and the contractor to ensure that the project implementation occurs according to the design intent.

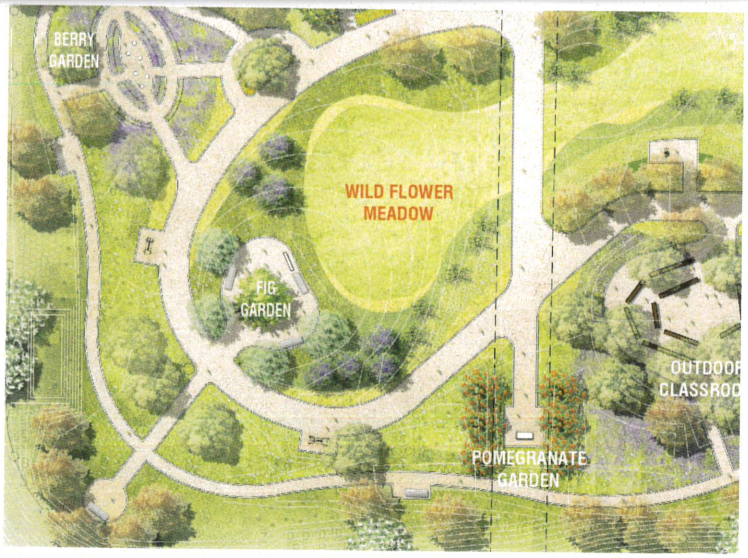
Scope of Services

It is MIG's intent to produce a final work product that meets the objectives of the City of Orange in terms of staff participation, resource efficiency, design quality, innovation, public safety and comfort, budget control, and completion schedules. To assure achievement of this goal, adjustments to this program can be made.

TASK 1: CONCEPTUAL/PRELIMINARY DESIGN

1. Attend a Kick-off meeting with City staff for a program review and verification and conduct an on-site review. (1 meeting)
2. Collect from the City all pertinent data and information regarding the existing site improvements, street and utility plans, City design standards, input from City staff, past community input, and any other information that may affect preparation of the conceptual/ preliminary design plan and construction documents. The MIG Team will provide geotechnical testing and a report with recommendations for pavement sections and footings for fencing and security lights poles, play equipment and interpretive signage. MIG will provide a proposed project schedule at the kick-off meeting.
3. Prepare a topographic plan and an engineered base map of the 1.8 acre park area.
4. Conduct a public meeting for park site analysis/review and design input.
5. Provide project schedule updates throughout the design process.
6. Based on the RFP, data provided by City, site review, staff and community input, the MIG Team will develop two (2) conceptual designs for the park. The concepts will include all elements and amenities as described in the RFP including paved ADA access for pedestrians and maintenance equipment and vehicles, LED area security lighting, electrical infrastructure for security cameras, perimeter fencing, bench and seating areas, monumentation/trail signage, trash receptacles, bike racks, landscaping, outdoor games, tables, chairs, educational/interpretive signage, water station, kid's play feature, demonstration garden, public art and a dog amenity area. A parking lot on the designated property north of the parcel will be designed as an add alternate. We will present concepts to staff and community for input and preference refinement. (2 meetings)
7. MIG will prepare and process, in accordance with the California Environmental Quality Act (CEQA), the environmental document for this project. Based on our understanding of the project, we anticipate that it will require either a Negative Declaration (ND) or, if mitigation measures are needed, a Mitigated Negative Declaration (MND). Since the project involves the development of a small passive park with minimal improvements compliance, with CEQA is expected to be relatively simple and straightforward. We have not included technical studies (i.e., Traffic Study, Noise analysis etc.) as potential environmental impacts are expected to be minimal due to the scale and type of this project, and because it is not located near residential uses or other sensitive land uses.

   MIG will prepare an administrative draft Initial Study (for either an ND or MND) that reflects the characteristics of the project and complies with the requirements of the CEQA Guidelines. MIG will answer each Initial Study checklist question with clear, thorough, and reasoned analysis. If mitigation measures are necessary, they will be practical, logical, enforceable, and developed in close collaboration with City staff.



Following City review and comment on the Administrative Draft ND or MND, we will prepare and submit a revised draft to the City for their final review. Once the City signs off on the revised draft, the ND or MND will be circulated for the CEQA-required 30-day public review period. MIG will be responsible for CEQA-required noticing and distribution of the ND or MND, including forms and notices required by CEQA, and filings with the Orange County Clerk. Under this task, we assume that the City will be responsible for local newspaper ads and any physical on-site posting that may be required by City regulations. Once the 30-day public review period ends, MIG will, if needed, assist the City in responding to written comments received on the ND or MND, although our budget anticipates few if any written comments. If complex and/or numerous comment letters are received on the IS/MND, a budget amendment may be needed to respond to such letters.

Once the City approves the project, MIG will prepare a Notice of Determination (NOD). Following City sign-off, MIG will file the NOD with the Orange County Clerk within five working days of project approval. At the time of the filing, fees will need to be provided by the City as required by the State of California Fish and Game Code section 713. This fee is not included in our proposal.

Budget for this task also includes one internal meeting with City staff with the MIG environmental team and attendance at one public hearing. (1 meeting)

This task does not include A.B. 52 Native American consultation support.

8. MIG Team will prepare a refined preliminary park plan and a materials board indicating proposed materials, products, and color schemes as well as any other recommended amenities from City staff review and approval.
9. Provide opinion of probable construction cost (OPC) for the refined Preliminary Plan.
10. Prepare Water Quality Management Plan
11. Prepare Preliminary Grading and Drainage Plan
12. Prepare final Preliminary Plans and review with City staff (1 meeting)
13. Present preliminary plan package to Parks Commission and City Council for approval to proceed with preparation of construction documents. (2 meetings)

Meetings:

- One (1) kick-off meeting with City
- One (1) on site review
- Two (2) community meetings for input and concept review.
- Up to three (3) final presentations to Commissions and City Council

Deliverables:

- Three (3) copies of conceptual plans

- Three (3) copies of preliminary opinion of probable costs for each concept
- One (1) materials board
- Three (3) copies of refined Preliminary Plans
- Three (3) copies of final Preliminary Plans
- One (1) Geotechnical Report
- Digital files of all documents listed above

TASK 2: CONSTRUCTION DOCUMENTS

Based on the City approved Preliminary Plans and opinion of probable cost, MIG will prepare construction drawings and technical specifications for the proposed improvements in sufficient detail, for the City to approve and for contractor bidding. The City will provide the City's boiler plate and General Conditions of specifications. Construction documents will be prepared using the City's standard title block in AutoCAD and will include the following:

- Existing Condition Topographic Plan
- Horizontal Control/Site Improvement Plan
- Precise Grading and Drainage Plan
- Onsite Sewer and Water Lateral Plan (for drinking fountain)
- Erosion Control Plan
- Construction Details/Sections
- Storm Water Hydrology and Hydraulics Drainage Report
- Final Water Quality Management Plan (WQMP)
- Planting Plan and Details
- Irrigation Plan and Details
- Irrigation Watering Schedules and Pressure Calculations
- Electrical Plans and Details
- Technical Specifications
- Signed and Stamped bond copies
- CAD files

1. Prepare and submit construction documents at 30%, 70%, completion for City Plan review. (2 meetings)
2. Prepare opinion of probable cost for City staff review
3. Prepare and submit construction documents at 90% completion for Orange County and City staff review. (2 meetings)
4. Prepare final 100% construction documents and opinion of probable costs incorporating City final review comments.
5. Submit final approved stamped and signed construction documents on bond paper to the City for bidding. Submit digital file of CAD drawings, specifications, and PDF format of the same files.

Meetings:

- Schedule a meeting/call with the City staff to review construction documents at 30% and 70% CD submittal. (2 meetings)
- Schedule a meeting /call with County and City staff to review construction documents at 90% CD submittal (1 meeting)

Deliverables:

- Three (3) full-size sets of 30%, 70% and 90% construction progress documents. City to provide complete City "Boilerplate" and General Conditions to precede technical specifications.
- Three (3) copies of 30%, 70%, 90% and final opinion of probable costs (OPC).
- One (1) copy of stamped and signed originals of construction drawings for bidding phase reproduced on bond paper.
- One (1) copy of 70%, 90%, and final technical specifications.
- Digital files of construction documents for bidding and City records.

TASK 3: BID ASSISTANCE

1. Attend pre-bid conference and answer questions from prospective bidders. (1 meeting)
2. Prepare addendums as needed to clarify certain aspects or questions regarding the plans, which may arise during contractor bidding.

TASK 4: CONSTRUCTION SUPPORT SERVICES

1. Attend pre-construction meeting.
2. Attend up to 10 site meetings to review construction progress and a preliminary and final inspection walk-through.
3. Respond to RFI's and interpret plans and specifications.
4. Review and approve in accordance with City standard Shop drawings and samples.
5. Assist in reviewing and processing requests for potential change orders, material submittals, or equal products.
6. Prepare preliminary and final corrective punch list based on final review walk-through.

OPTIONAL TASK: PARKING AREA DESIGN

1. Prepare design development and construction documents for a 12-space parking area on the west boundary of the park accessible from Chapman Avenue, in accordance with City standards.

Exclusions

The following services are not included in the scope of services identified in the proposal:

- Specification City "Boilerplate" and General Conditions
- Agronomic Testing and Report
- 3-D Imagery/Graphics
- Power Company Service Plans
- Street Improvement Plans
- Coordinating Permits and Fees

Project Timeline

		Months	1	2	3	4	5	6
Task 1	**Conceptual / Preliminary Plans**							
1.1	Conduct a kick-off meeting and on-site review (1 meeting)							
1.2	Collect site data background information. Provide geotechnical testing and report							
1.3	Prepare topographic survey and engineered base map							
1.4	Conduct public meeting for community input (1 meeting)							
1.5	Update schedule throughout design process							
1.6	Prepare two conceptual designs for staff and public input and determine preference (2 meetings)							
1.7	Review and identify any environmental issues and criteria and prepare associated reports and documentation							
1.8.	Refine preferred conceptual plan into preliminary plan, material boards, and photo exhibits for review and input from staff and public meeting (2 meetings)							
1.9	Provide opinion of probable cost for refined Preliminary Plan							
1.10	Prepare Water Quality Management Plan							
1.11	Prepare Preliminary Grading and Drainage Plan							
1.12	Prepare final preliminary plans and review with City staff (1 meeting)							
1.13	Present preliminary plan package to Park Commission and City Council (2 meetings)							
Task 2	**Construction Documents**							
2.1	Prepare 30%, 70% construction documents for City reviews (2 meetings)							
2.2	Prepare opinion of probable cost for City review							
2.3	Prepare 90% construction documents for City staff review (1 meeting)							
2.4	Prepare 100% construction documents and opinion of probable cost							
2.5	Submit final approved and stamped and signed CD's on bond paper to the City for bidding. Provide electronic copy of CAD drawings and PDF format of same files.							

▲ *Meeting*

Agenda Item

City Council

Item #: 3.5. 10/24/2023 **File #:** 23-0676

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

THRU: **Tom Kisela, City Manager**

FROM: **Leslie Hardy, Community Services Director**

1. SUBJECT

Agreement with RLA Conservation, LLC for Plaza Park Fountain Conservation Treatment.

2. SUMMARY

The historic Plaza Park fountain was damaged during a vehicle collision on March 13, 2023. Due to the fountain's historic nature and the individual listing of the Plaza on the National Register of Historic Places, the work performed on the fountain must meet the Secretary of Interior's Standards for Historic Rehabilitation. As a result, staff is recommending the approval of an agreement with RLA Conservation, LLC in the amount of $104,005 to complete the necessary repairs and restoration of the fountain including, cleaning of fountain tiles and grout, repairs to the fountain basin and lining, and painting of the fountain/pedestal. Staff is also recommending the appropriation of $75,000 from Park Acquisition (Infill) fund (510) to fund this project.

3. RECOMMENDED ACTION

1. Approve the agreement with RLA Conservation, LLC in the amount of $104,005 for conservation treatment of the Plaza Park fountain; and authorize the Mayor and City Clerk to execute on behalf of the City.

2. Authorize the appropriation of $75,000 from the Park Acquisition (Infill) fund (510) unreserved fund balance to expenditure account 510.7021.56020.20531 - CIP-Bldg & Improv-Plaza Fountain Repair.

4. FISCAL IMPACT

The total expenditure for the agreement is $104,005 and will be funded in the Plaza Fountain Repair Project (20351) through the Park Acquisition (Infill) fund (510) in account 510.7021.56020.20531 - CIP-Bldg & Improv-Plaza Fountain Repair. Upon approval of this appropriation, the estimated fund balance in fund 510 at June 30, 2024, will be $3.879 million. The project will also be funded through an existing appropriation within the Minor Traffic Control Devices Project (16302) through the Capital Projects (500).

5. STRATEGIC PLAN GOALS

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

a: Renovate, maintain, develop, and/or expand public use places and spaces.

6. DISCUSSION AND BACKGROUND

The Plaza Historic District attained significance throughout the state as a historic landmark in 1981 and was placed on the National Register of Historic Places in 1982. The centerpiece and heart of the Plaza is the historic fountain built in 1937. The most recent in-depth restoration of Plaza Park and the historic fountain occurred in 2000 as part of the comprehensive Plaza Preservation Project, a thorough Redevelopment Agency-funded rehabilitation effort performed in conformance with the City's Historic Preservation Design Standards as well as the Secretary of Interior's Standards for Historic Preservation, the nationally accepted standards for historic preservation practices. At that time, great care was taken to refurbish and repair the tile and floor surface of the fountain basin, as well as the metal, finish, and "dancing waters" function of the fountain itself. The environmental assessment prepared for the project included mitigation requiring a qualified historic preservation professional meeting the Secretary of Interior's Professional Qualifications Standards to review and approve construction drawings and perform periodic inspections during construction.

On March 13, 2023, the fountain was damaged during a vehicle collision. The vehicle impact destroyed a section of the fountain basin and damaged some of the adjacent historic tile on the interior and exterior of the basin. Due to the fountain's historic nature, the work performed on the fountain must meet the Secretary of Interior's Standards for Historic Rehabilitation. Particular care is required in the selection of materials, attention to detail, and installation methods to ensure that the restoration work achieves the desired aesthetic outcome upon completion, can withstand the test of time, and maintains the historic integrity of the fountain as a historic character defining feature of The Plaza.

As such, staff engaged the City's historic preservation consultant, Chattel, Inc., Historic Preservation Consultants (Chattel) to provide guidance on the reconstruction and repair of the basin including selection of materials, method of installation, and finish details. The scope of services also included guidance related to conservation of historic building materials such as appropriate methods for cleaning and surface preparation processes/specifications for the Plaza fountain, tiles, and basin. Chattel retained RLA Conservation, LLC (RLA) as a subconsultant to perform the historic conservation services.

RLA assessed the existing tiles, the fountain basin, and the cast iron fountain, which included a materials analysis and testing a variety of products and applications for cleaning. RLA delivered cleaned sample tiles to California Pottery, the vendor retained to manufacture the replacement tiles, in order to begin fabricating the new fountain tiles. RLA provided a Conservation Testing Report to the City in August 2023 and compiled their findings into a scope of work detailing necessary treatment of various components to ensure historical preservation of the fountain.

The Conservation Treatment Proposal submitted by RLA is divided into three categories. The following table details the scope and expense associated with each category:

Group	Scope	Expense
Conservation Treatment of the Historic Tile & Grout	Cleaning the tiles; repairing select damaged tiles; eliminating damaged grout; re-grouting areas.	$28,050

Conservation Treatment of the Basin Cracks & Lining	Micro-abrasion cleaning on areas of the lining with engraved dates; repairing cracks in outer basin; and recoating the interior basin lining while protecting and maintaining the original engraved date.	$47,350
Conservation Treatment of the Historic Cast Iron Fountain	Remove existing coatings from the central cast iron basin, lighting conduit, fixtures, and the upper fountain and re-coating the metal surfaces	$19,150

The total cost for RLA's scope of work is $94,550. A 10% contingency of $9,455 is recommended to be added for unexpected circumstances. Staff is recommending that the City Council approve an agreement with RLA to provide conservation treatment for the fountain in the amount of $104,005. With the approval of the City Manager, this vendor is the only one able to perform the required services under the terms and conditions which meet the needs of the City. The project will be funded through two funding sources: the Minor Traffic Control Devices Project (16302) through the General Fund (500) and Park Acquisition (Infill). As such, staff is also recommending that the City Council approve an appropriation of $75,000 from the Park Acquisition (Infill) fund (510) unreserved fund balance to fund this project.

Based on approval of the agreement and RLA's availability, work is tentatively scheduled to start the beginning of November and anticipated to take 4-6 weeks. Installation of the new tiles will begin once they are received.

7. ATTACHMENTS

- Agreement with RLA Conservation, Inc

Agenda Item

City Council

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7. ATTACHMENTS

- Agreement with RLA Conservation, Inc

CONTRACT
[Plaza Park Fountain Conservation Treatment Services]

THIS CONTRACT (the "Contract") is made and entered into as of _____, 2023 ("Effective Date") by and between the CITY OF ORANGE, a municipal corporation ("City"), and RLA CONSERVATION LLC, a California limited liability company ("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) Contractor's scope of work, which is attached hereto as Exhibit A, and incorporated herein.

b. 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.

c. 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.

d. Unless and until otherwise notified in writing by City's Community 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 Community Services 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 Community Services Director.

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

ARTICLE 3
Compensation

a. Contractor agrees to receive and accept an amount not to exceed NINETY-FOUR THOUSAND FIVE HUNDRED FIFTY DOLLARS and 00/100 ($94,550.00) 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 NINE THOUSAND FOUR HUNDRED FIFTY-FIVE DOLLARS and 00/100 ($9,455.00) 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 FOUR THOUSAND FIVE DOLLARS and 00/100 ($104,005.00).

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 Community Services 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"
RLA Conservation LLC 5418 Packard Street Los Angeles, CA 90019	City of Orange 300 E. Chapman Avenue Orange, CA 92866-1591
Attn: Christina Varvi	Attn: Nathan Bluhm
Telephone: 323-377-8425 E-Mail: cvarvi@rlaconservation.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 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

CONTRACT, BONDS AND INSURANCE
APPROVED BY:

_____
Melissa M. Crosthwaite
Senior Assistant City Attorney

ATTEST:

_____
Pamela Coleman, City Clerk

"CONTRACTOR"

RLA CONSERVATION LLC, a California limited liability company

[Note: Signature of Managing Member or Person(s) Authorized to bind LLC is (are) required]

By:_____
Printed Name:_____
Title:_____

By:_____
Printed Name:_____
Title:_____

√

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.

CONSERVATION TREATMENT PROPOSAL
CITY OF ORANGE – PLAZA PARK FOUNTAIN

Prepared for:	City of Orange – Community Services Dept. Attn: Nathan Bluhm, Sr. Project/Landscape Coordinator 300 E. Chapman Ave. Orange, CA 92866 office: 714-532-6491 nbluhm@cityoforange.org
Prepared by:	Christina Varvi, Chief Conservator cvarvi@rlaconservation.com Sonia T. Jerez Fraj, Conservator sjerez@rlaconservation.com Nelson Hallonquist, Director of Operations nhallonquist@rlaconservation.com
Phase I Testing:	July 24 - 26, 2023
Date of Proposal:	September 11, 2023

RLA Conservation is pleased to submit the following conservation treatment proposal for the treatment of an historic tiled and painted cast iron fountain located at the center of Plaza Park in the City of Orange, CA. The following proposal is based on the results of testing performed by RLA in late July 2023.

We have divided this proposal into three (3) groups:

- Group A: Conservation Treatment of the Historic Tile & Grout
- Group B: Conservation Treatment of the Basin Cracks & Lining
- Group C: Conservation Treatment of the Historic Cast Iron Fountain

Record images are included in this report. Additional images were taken during the testing phase. To access all images, please copy and paste the following Dropbox link into your internet browser:

https://www.dropbox.com/scl/fo/iaq84ny0c0kooky9qw1ny/h?rlkey=wdl7zosrme9gygpvm2ou270su&dl=0

Title:	Plaza Square Fountain
Date:	1937
Materials:	Glazed ceramic tile, concrete, cast iron, paint (Tnemec), grout, glass, aluminum
Dimensions:	Outer basin: approx. 25′ in diameter Central Fountain 6′ in diameter x 6.5′ H (including tiled plinth)

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DESCRIPTION & SITING:

The fountain at the center of Plaza Square consists of a large outer basin at ground level with a central pedestal upon which a smaller fountain basin is installed. The overall configuration of the fountain has been modified several times since its installation in 1937. However, the majority of its current components are historic. The outer basin consists of poured-in-place concrete clad with glazed ceramic tiles in solid shades of blue, red, orange/terra cotta, golden yellow, and green. The grout may have been replaced or renewed in localized areas at some point in time, but currently appears to be a mixture of what may be white epoxy grout with sanded white cementitious grout smoothed over the skyward-facing surfaces. The interior surfaces of the basin have been coated with an unknown light blue colored coating. The coating is thin enough that the original casting/installation date is still visible. The central plinth is also clad with blue, red, and green tile of varying sizes. The smallest tiles are 1″ square and encircle the cylindrical plinth. These tiles are not original/historic and date to the last major intervention in 2001. At the outer vertical face of the basin, there is a bronze dedication plaque set within the tile field and secured with hardware. There is also a bronze plaque and engraved granite plaque set within the encircling stained concrete pavers.

Mounted atop the central plinth is a painted cast iron pedestal fountain. The paint is glossy white and is monochrome throughout the fountain surface. Mounted to the underside of the upper basin lip are alternating red, white, and blue lightbulb covers that encircle the underside of this basin. The bulbs appear to be thick glass and are somewhat pill shaped. The conduit, mounts, and sockets appear to be painted aluminum. Water appears to emanate from a primary central spout that is encircled by a ring of smaller spouts that is made of brass or bronze. The supports for the spouts are painted mild steel. Water flows over the upper basin edges and into the larger outer basin. Per the City, the water re-circulates from the smaller upper basin, into the lower basin, and cycles through the plumbing to be pumped up through the smaller basin again. The water is routinely treated with liquid chlorine and dichlor (dichloro-S- Triazinetrione – another type of chlorine) as well as muriatic acid to mitigate development of biological growths and other bacteria from forming. Additionally, a Biodex® brand tile cleaner is also used.

The fountain is centered within Plaza Square, a circular plaza/park encircled by a busy-two-lane roadway at the center of historic downtown Orange, CA. As such, the surfaces are subjected to higher concentrations of corrosive vehicle exhaust particulates. The outer surfaces of the basin are highly accessible to the public and conditions of outer surface tiles indicate frequent public interaction. There are no encroaching plantings around the outer basin perimeter and no overhanging tree branches. The fountain receives shade in the morning and is in full sun the rest of the day. Aside from the lighting underneath the lip of the central basin, there is no other internal or external lighting for the fountain. There is additional ambient light from nearby streetlamps. It is unknown if the fountain specifically is protected with security cameras. New bollards have been installed around the plaza to help mitigate future vehicular accidents.

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CONDITION:

Part of the outer basin wall and its tiles were damaged when a car left the roadway and struck the fountain. The concrete portion of the wall that is now missing and its tiles will be repaired by McCandless Tile (originally fabricated the fountain) with replica tile fabricated by California Pottery & Tile. However, there are adverse and visually detracting conditions present outside of the accident event that the City would also like to address.

The tile throughout the fountain exhibits varying degrees of mineral deposit accumulation. Southern California has notoriously hard water. Since the fountain water is re-circulating and not drained and replenished with any set frequency, mineral concentration likely builds up over time as water evaporates, leaving the heavier minerals behind. The concentration of deposits varies depending on location. Tiles above the water line at the interior vertical face of the outer basin exhibit the greatest accumulation of deposits, followed by the north/northeast skyward-facing surfaces of the outer basin due to wind-blown water from the central spouts.

While the tile at the central plinth appears to be in good condition, the extant tile around the cap of the outer basin varies in condition due to its high level of interaction from the general public. Incised graffiti mars the glaze of multiple tiles. This type of damage cannot be repaired in kind. In-painting can reduce its visually detracting appearance, but it will always be visible to some extent at normal viewing distance (i.e., within 3'). Glaze and clay body losses were also noted and range in size from approximately ¼" in diameter to several inches in diameter. In discussion with the client, losses greater than 1/3 – ½ of the tile may warrant full removal and replacement of the tile in kind due to the excessive extent of damage. Repair attempts have occurred at some of these larger losses, including white cementitious material or straight grout.

The grout throughout the outer fountain basin is in fair to good condition. What appears to be epoxy modified grout at the vertical surfaces appears intact with no cracking or separation occurring at the joins with the tiles. The grout at the skyward facing surfaces is in varied condition. It appears as though sanded white cementitious grout has been added in these areas. The grout is soiled, cracking, and in some areas missing.

The light blue liner of the interior basin largely appears to be intact. It has discolored over time, likely due to prolonged chemical exposure, abrasion, UV, etc. Due to the accident, there is a sizable amount of dirt and small debris throughout the basin. There are hairline cracks radiating from the central plinth/pedestal to the outer edge of the basin. RLA sounded the length of these cracks and found some localized areas of delamination where the cementitious material below the blue coating was cracked and delaminating. This was only observed on the horizontal surfaces of the basin floor, not the vertical walls. Several hairline cracks were noted in the walls, but they did not sound hollow when sounded. Most of the cracks are at interior surfaces only and may not translate to the exterior/through the full depth of the basin wall. City staff indicated that there were no reported leaks or breaches of the basin seal prior to the accident. However, during the investigation, RLA did observe moderate to heavy mineral deposit build-up at the south/southwest vertical surface, which likely indicates a breach/leak in the outer basin itself. At a minimum, the

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liner will need patching to blend in the area of wall repair after it has been reconstructed and re-tiled.

According to the City, the central fountain element is in good working order. It is unknown if all of the lights are operating as they should. City staff also indicated that the elevated central fountain basin has been repainted several times. It is unclear if the same Tnemec® products have been used during subsequent re-paintings of the fountain. After performing paint stripping tests, it was evident that the fountain has not been fully stripped to bare metal and primed before re-painting. Multiple layers of paint were noted, some of which were not well bonded to the paint layer below. Corrosion was noted throughout the cast iron surface, emanating through cracks and pinholes in the paint layers. On the undersides of the smaller upper basin, the paint is very glossy and the texture is thick and not homogenous throughout. There are also gray mineral deposit build-ups on the pedestal. The multiple layers of overpaint must be removed to address the underlying corrosion as well as ensure the cast decorative schemes on the pedestal are not obscured or diminished by applying additional thick layers of overpaint.

SELECT CONDITION PHOTOGRAPHS:

Detail of painted cast iron plinth with adhered and discolored mineral deposits as well as ferrous corrosion products emanating through the paint coatings and staining the surface.

Overview of upper basin with ring of brass/bronze, PVC tubing, and ferrous metal supports.

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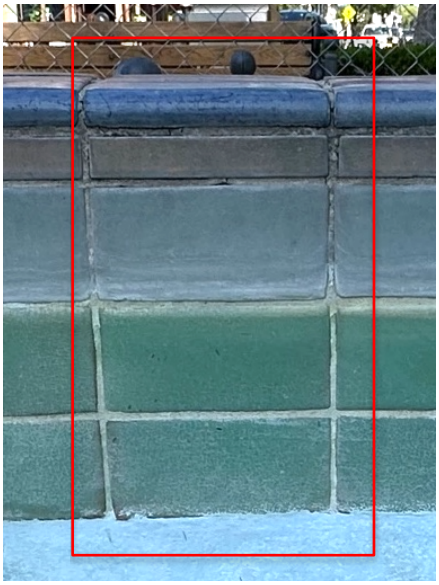
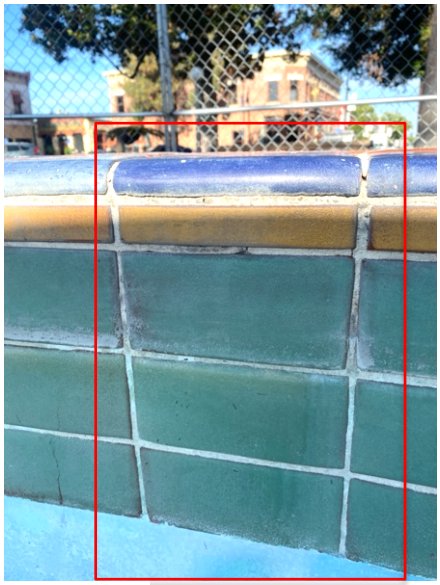
Detail of IBIX® testing in progress on upper fountain rim.

*Select area of cast iron plinth **after** test of paint and corrosion elimination with IBIX® system with garnet media.*



*Area of west interior vertical surface **before** treatment with IBIX® system using sodium bicarbonate media.*



*Area of west interior vertical surface **after** treatment with IBIX® system using sodium bicarbonate media.*

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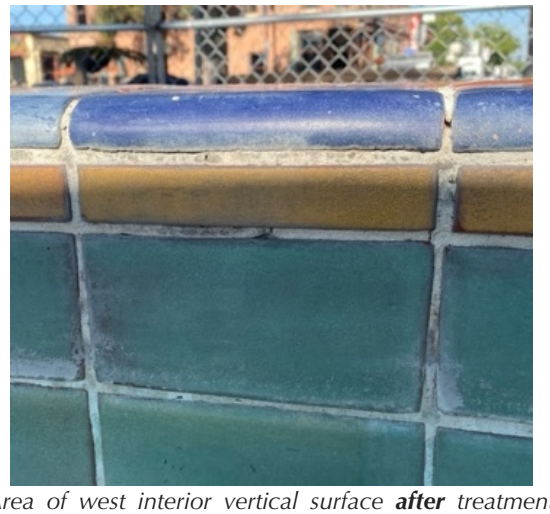
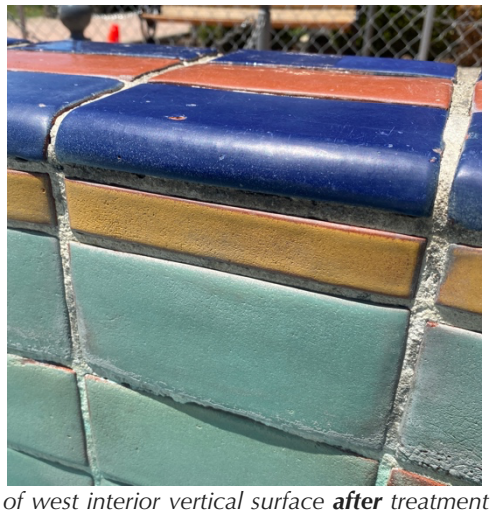
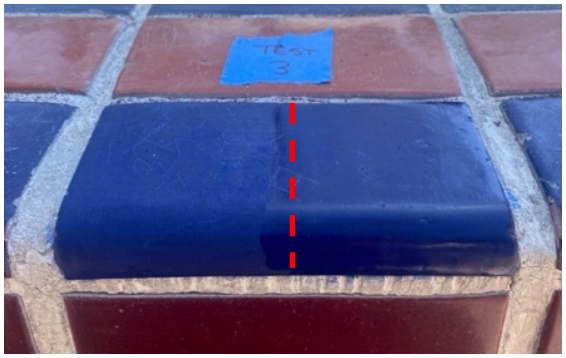


*Area of west interior vertical surface **after** treatment with IBIX® system using sodium bicarbonate media.*



*Area of west interior vertical surface **after** treatment with IBIX® system using sodium bicarbonate media followed by an additional pass with Stone Pro® Stone & Glass Scrub undiluted.*

*Overview of tile with incised graffiti **before** test 3 (in-painting and varnish).*



*Overview of tile with incised graffiti **after** test 3 of in-painting and varnishing. The left-hand side has matte varnish and the right satin.*

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*Select area of deteriorated grout **before grout** test.*

*Select area **after grout** replacement test.*

*Select area of blue lining with mark in red of area **before** testing IBIX® system. Cracking in basin with associated material loss also visible.*

*Select area of recess detail at blue lining **after** testing with IBIX® system.*

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GROUP A: CONSERVATION TREATMENT OF THE HISTORIC TILE & GROUT

TREATMENT OBJECTIVE: Clean the tiles as well as repair select damaged tiles that have not been replaced. Eliminate damaged grout and re-grout these areas.

PROPOSED TREATMENT:

1. Document the treatment/maintenance with a written report and high-resolution digital photographs. Provide a Dropbox link to all treatment/maintenance images as well as recommendations for ongoing routine maintenance.
2. City of Orange to enlarge fencing footprint so that pedestrians cannot sit on benches immediately outside of fountain area as well as to enable placement of portable bathroom. City also to add windscreen covering to fencing for duration of tile treatment.
3. Protect all plantings within the fenced-in area with tarps or minimum 2 mil polyethylene sheeting.
4. Erect tent with drop walls that can be moved around the perimeter of the basin to create a more controlled enclosure while blasting.
    a. Utilize shop vacuum while blasting to help further reduce media dust cloud.
5. Utilize IBIX® Pro-9 machine with 20 CFM compressor and appropriate water traps.
    a. At 3 bar/84 psi with 60/200 grit sodium bicarbonate media carefully remove mineral deposits from tile and grout surfaces where applicable. IBIX® nozzle should be approximately six (6) inches from the tile surface.
6. Collect extant media and perform general surface cleaning with filtered tap water and Prosoco® 2010 All Purpose cleaner diluted 10:1 (water to detergent) with a 10-minute dwell time.
    a. Rinse with distilled water and dry surfaces.
7. As needed, perform a second pass over select tiles with heaviest mineral deposits with Stone Pro® Stone and Glass Scrub undiluted.
    a. Clear with distilled water and dry surfaces.
8. Mechanically remove any areas of unstable grout to sound substrate.
9. Clean raked areas with a conservation-grade detergent in filtered tap water and stiff nylon bristle brushes.
    a. Rinse surfaces thoroughly to eliminate any detergent residue that may inhibit bonding and pat dry with microfiber cloths.
10. Pre-wet treatment areas and apply a mix of MAPEI® Keracolor Sanded Grout in White (5000) mixed with Bonstone® Imperial gray #5208 sand using a 4:1 proportion (grout to sand).
    a. Cure grout per manufacturer's specifications, keeping out of direct sunlight and wind while also monitoring surface and ambient temperature during application period.
11. Document location and label each tile that is recommended for replacement. RLA will not remove and replace tiles from the outer basin. This is to be performed by McCandless tile.

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a. City to retain one to two (1-2) original tiles that are removed for reference and glaze color matching in case additional tile is required in the future. These are in addition to tile fragments retained following the initial accident.

12. For losses smaller than ½" square, in-paint loss with Golden® MSA Conservation Colors and varnish with Golden® MSA Varnish with UV Light Stabilizers in Satin finish.
    a. In-painting should only be performed on tile that is not submerged in chemically treated water.
    b. **Note:** In-painting may become abraded with frequent public use and/or routine cleaning. Even with a protective varnish, the client/City should expect the color to shift over time and require removal and replacement on an "as needed" basis.

ESTIMATED COSTS:

Note: *Costs are inclusive of labor, documentation, materials, equipment,* ***portable toilet,*** *and access. RLA assumes that water hook-ups and electricity will be available within 100' of the fountain and that parking for at least one (1) vehicle will be provided within close proximity to the site. Due to the method of cleaning, the City will have to add a windscreen to the encircling security fencing to assist with dust control, minimum 7 to 10 feet away from the rim of the fountain.* ***Cost of a windscreen and additional fencing is not included and must be provided by the City for the duration of the work.***

Costs are at prevailing wage rates set forth by the CA DIR for Orange County for Tile Finisher – Period 1 good from 8/22/23 through 5/31/24*. Costs do not include any permits, bonds, or any type of special licenses or insurance. Costs also assume that no hazardous materials (i.e., lead or asbestos) are present in coatings, glazes, grout, etc. Cost of hazardous materials testing is not included and RLA assumes that the City/client will have this performed ahead of project kick-off. Replication, removal and replacement, as well as re-setting and grouting replacement tiles to be performed by McCandless Tile and is excluded from our scope. Scope of work/costs do not include any other sealing of grout or tile.*

A. Total Estimated Cost: $28,050.00

GROUP B: CONSERVATION TREATMENT OF THE BASIN CRACKS & LINING

TREATMENT OBJECTIVE: Perform micro-abrasion on areas of the lining with engraved dates, repair cracks in outer basin as well as recoat the interior basin lining while protecting and maintaining the original engraved date.

PROPOSED TREATMENT:

1. Document the treatment/maintenance with a written report and high-resolution digital photographs. Provide a Dropbox link to all treatment/maintenance images as well as recommendations for ongoing routine maintenance.

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2. Mechanically remove any areas of unstable, delaminating basin concrete to sound substrate.
3. Route cracks to depth of ½" by ¼" wide for stabilization and filling.
4. Inject cracks with Sikadur® 52 epoxy injection adhesive per manufacturer's specifications and allow to cure.
5. Fill any extant depression at cracks with Sika MonoTop®-130 Seal mortar per the manufacturer's specifications.
6. Utilize IBIX® Pro-9 with 20 CFM compressor and 100-grit garnet media at 3-4 bar/84-98 psi at a distance of six to twelve (6-12) inches to locally remove previous lining material from within recesses of original stamped date in fountain basin concrete.
    a. Greater distance, multiple passes, and/or lower bar/psi may be warranted so as not to loose definition of the letters or numbers as they are original to the fountain's fabrication.
7. Allow any mortar repairs to cure a minimum of 28 days at 75 degrees Fahrenheit.
8. Verify concrete dryness in accordance with ASTM F 1869 "Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride" (moisture vapor transmission should not exceed three pounds per 1,000 square feet in a 24 hour period), F 2170 "Standard Test Method for Determining Relative Humidity in Concrete using in situ Probes" (relative humidity should not exceed 80%), or D 4263 "Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method" (no moisture present).
9. Prepare concrete surfaces in accordance with NACE No. 6/SSPC-SP13 Joint Surface Preparation Standards and ICRI Technical Guidelines. Abrasive blast, shot-blast, water jet or mechanically abrade concrete surfaces to remove laitance, curing compounds, hardeners, sealers and other contaminants and to provide an ICRI-CSP 2- 3 surface profile. Large cracks, voids and other surface imperfections should be filled with a recommended filler or surfacer. Surface prep and coating application to be performed by SoCal Sandblasting & Coatings under RLA's supervision.
10. Primer: Series L69 Hi-Build Epoxoline II at 4.0 to 6.0 mils DFT.
11. Intermediate Coat: Series L69 Hi-Build Epoxoline II at 4.0 to 6.0 mils DFT.
    a. Select color that is slightly darker or light gray to ensure the applicator can see areas that have not been adequately coated when topcoat is applied.
12. Finish Coat: Series L69 Hi-Build Epoxoline II at 4.0 to 6.0 mils DFT.
    a. Color to be determined in conjunction with client/City. There are 512 stock colors available for this product.

ESTIMATED COSTS:

Note: *Costs are inclusive of labor, documentation, materials, equipment,* ***portable toilet,*** *and access. RLA assumes that water hook-ups and electricity will be available within 100' of the fountain and that parking for at least one (1) vehicle will be provided within close proximity to the site. Due to the method of coating removal and re-application, the City will have to add a windscreen to the encircling security fencing to assist with dust control, minimum 7 to 10 feet away from the rim of the fountain.* ***Cost of expanding footprint of fencing and a windscreen is not included and will be provided by the City for the duration of the work.***

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Costs are at prevailing wage rates set forth by the CA DIR for Orange County for Cement Mason – Period 1 and Industrial Painter – Period 1, good from 8/22/23 through 5/31/24*. Costs do not include any permits, bonds, or any type of special licenses or insurance. Costs also assume that no hazardous materials (i.e., lead or asbestos) are present in coatings, cement, etc. Cost of hazardous materials testing is not included and RLA assumes that the City/client will have this performed ahead of project kick-off. Scope of work/costs do not include any plumbing, electrical, or other components that relate to fountain functionality/operation. Scope of work/costs do not include any other sealing aside from re-application of the interior basin liner.*

B. Total Estimated Cost: **$ 47,350.00**

GROUP C: CONSERVATION TREATMENT OF THE HISTORIC IRON FOUNTAIN:

TREATMENT OBJECTIVE: Remove existing coatings from the central cast iron basin, lighting conduit and fixtures, and upper fountain works, specify the primer and paint as well as re-coat the metal surfaces.

PROPOSED TREATMENT:

1. Document the treatment/maintenance with a written report and high-resolution digital photographs. Provide a Dropbox link to all treatment/maintenance images as well as recommendations for ongoing routine maintenance.
2. City to cut all power and water to central fountain element.
3. City to install windscreen material around perimeter of fountain to aid in media containment.
4. City to remove colored glass lightbulb covers and other easily detachable components to be blasted to ensure full corrosion removal and re-coating.
5. Protect fountain openings, electrical openings/sockets to mitigate fine media ingress.
    a. Please Note: Fountain works and conduit will not be removed for treatment.
6. While the IBIX® system was effective at removing the coatings, we feel that a local, commercial sandblasting company would be sufficient to remove existing coatings to bare metal. Work to be performed by SoCal Sandblasting & Coating under RLA's supervision.
    a. Media and pressure selected should remove coatings and corrosion, but not mar the metal surface otherwise or diminish the integral design texture throughout the central plinth.
7. After overpaint removal, remove any standing dust/debris and degrease surfaces with denatured alcohol to remove any residual surface contaminants.
8. Prime surfaces with Tnemec® 98-H20 Hydro-Zinc at 2.5 to 3.5 mils DFT.
    a. This primer must be applied immediately after blasting on cast iron and steel surfaces to mitigate flash rusting.
9. Apply tie coat using Tnemec® L69 Epoxoline II at 2.0 to 4.0 mils DFT.

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a. Select color that is slightly darker or light gray to ensure the applicator can see areas that have not been adequately coated when topcoat is applied.

10. Apply finish coat using Tnemec® 1095 Endura-Shield at 2.0 to 5.0 mils DFT.
    a. Assume minimum of two (2) coats for topcoat.
    b. Color to be determined in conjunction with client/City. Available stock colors are Tank White (15BL), Tnemec White (00WH), or Ash White (01WH).
11. Allow coating to cure a minimum of two (2) weeks before creating other dust that may become embedded in the surface or before turning on the fountain.
    a. Remove mineral deposits from glass lightbulb covers prior to City re-installing them.

ESTIMATED COSTS:

Note: *Costs are inclusive of labor, documentation, materials, equipment,* ***portable toilet,*** *and access. RLA assumes that water hook-ups and electricity will be available within 100' of the fountain and that parking for at least one (1) vehicle will be provided within close proximity to the site. Due to the method of coating removal and re-application, the City will have to add a windscreen to the encircling security fencing to assist with dust control, minimum 7 to 10 feet away from the rim of the fountain.* ***Cost of expanding fencing footprint and a windscreen is not included and will be provided by the City for the duration of the work.***

Costs are at prevailing wage rates set forth by the CA DIR for Orange County for Industrial Painter – Period 1, good from 8/22/23 through 5/31/24*. Costs do not include any permits, bonds, or any type of special licenses or insurance. Costs also assume that no hazardous materials (i.e., lead or asbestos) are present in coatings, glazes, grout, etc. Cost of hazardous materials testing is not included and RLA assumes that the City/client will have this performed ahead of project kick-off. Scope of work/costs do not include any plumbing, electrical, or other components that relate to fountain functionality/operation. Scope of work/costs do not include any other sealing aside from re-application of industrial paint coatings.*

C. Total Estimated Cost:	**$ 19,150.00**

Summary Cost

A. Total Estimated Cost:	**$ 28,050.00**
B. Total Estimated Cost:	**$ 47,350.00**
C. Total Estimated Cost:	**$ 19,150.00**
Total Estimated Costs:	**$ 94,550.00**

Please Note: Pre-payment of 50% due upon submission of signed proposal. Balance due upon completion.

Los Angeles Studio: 5418 Packard Street • Los Angeles, CA 90019
Miami Studio: 852 NW 71st Street • Miami, FL 33150
323.377.8425 • 305.573.7011
http://rlaconservation.com

Thank you for the opportunity to care for your collection. Please contact us with any questions.

Prepared By:

Sonia T. Jerez Fraj, Conservator

Christina Varvi, Co-Chief Conservator

Accepted by:

(sign name) (print name)

(title & agency) (date)

EXCLUSIONS AND CAVEATS

- This price is valid for a period of 90 days from the date of the proposal.
- No work will be performed until a mutually acceptable schedule for work and payment is agreed upon.
- Costs are NOT based on Davis Bacon, Service Contract Act or any other legally mandated prevailing wage rates beyond minimum wage. If prevailing wage compliance is required, we reserve the right to modify our proposal accordingly.
- We require clear access to the worksite in an uninterrupted schedule during daytime work hours, Monday through Friday, unless other arrangements are made.
- We will require access to water and electricity within 100 feet of the work site.
- We will require access to free parking for at least one vehicle in close proximity to the worksite.
- We will require access to bathrooms at the worksite.
- Non-toxic trash will be deposited into dumpsters provided by client unless otherwise arranged.
- This price does not include any special insurance, permits, licenses, or bonds.
- Notwithstanding anything in the proposal/agreement to the contrary, any material or equipment prices provided herein are only applicable to work performed in the next 90 days. After this period, material and equipment prices will be subject to further increases due to any shortages, unavailability or increases in market pricing from any cause whatsoever except to the extent caused by RLA. If, during the performance of the proposal/agreement, any material or equipment price increases, the price shall be increased by an amount necessary to cover such price increases. Where the delivery of material or equipment is delayed, through no fault of RLA, RLA shall not be responsible for any additional costs or damages associated with such delays.
- RLA shall not be considered in default because of any failure to perform the above scope of work under its terms if the failure arises from causes beyond the control and without the fault or negligence of RLA. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, (9) earthquakes, and (10) unusually severe weather. In each instance, if RLA determines that any failure to perform would result from one or more of the causes above, the delivery schedule shall be revised.

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323.377.8425 • 305.573.7011
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Agenda Item

City Council

Item #: 3.6. 10/24/2023 **File #:** 23-0678

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

THRU: **Tom Kisela, City Manager**

FROM: **Trang Nguyen, Finance Director**

1. SUBJECT
Agreement with Davis Farr, LLP for accounting services.

2. SUMMARY
An agreement for accounting services in the amount of $80,000.

3. RECOMMENDED ACTION
Approve the agreement with Davis Farr, LLP in the amount of $80,000 for accounting services; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT
The total expenditure for this agreement will be funded by the General Fund (100) for $80,000 in account number 100.1231.51670.00000. Funding will be derived from anticipated salary savings from the Fiscal Year 23-24 adopted budget in the General Fund.

5. STRATEGIC PLAN GOALS
Goal 2: Be a fiscally healthy community
- a: Expend fiscal resources responsibly.
- d: Effectively manage and develop City assets.

6. DISCUSSION AND BACKGROUND
The Finance Department's Accounting Division has experienced recent turnover and vacancies. Currently, there are no experienced accountants on staff. While recruitments are underway, this agreement with Davis Farr, LLP provides coverage in this critical area to assist with closing the books and completing the audit and other required reports for the fiscal year ended June 30, 2023.

The agreement will be funded through anticipated salary savings.

7. ATTACHMENTS
- Professional Services Agreement

Agenda Item

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PROFESSIONAL SERVICES AGREEMENT
[Accounting Services]

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made at Orange, California, on this ____ day of _____, 2023 (the "Effective Date") by and between the CITY OF ORANGE, a municipal corporation ("City"), and DAVIS FARR, Limited Liability Partnership ("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.

Trang Nguyen, Finance Director ("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 EIGHTY THOUSAND DOLLARS and 00/100 ($80,000.00) without the prior written authorization of City.

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

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

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 other than a professional act 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. Contractor shall maintain during the life of this Agreement professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a minimum limit of One Million Dollars ($1,000,000) per claim. Contractor agrees to keep such policy in force and effect for at least five (5) years from the date of completion of this Agreement.

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

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

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

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

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

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

19. **Termination**. City may for any reason terminate this Agreement by giving Contractor not less than five (5) days' written notice of intent to terminate. Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise. Upon the termination of this Agreement, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with 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"
Davis Farr, LLP	City of Orange
18201 Von Karman Ave. Ste 1100	300 E. Chapman Avenue
Irvine, CA 92626	Orange, CA 92866-1591
Attn.: Marc Davis	Attn.: Trang Nguyen
Telephone: 949-474-2020	Telephone: 714-744-2235
E-Mail: mdavis@davisfarr.com	E-Mail: nguyent@cityoforange.org

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

[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"**
DAVIS FARR, Limited Liability Partnership	CITY OF ORANGE, a municipal corporation
*By:_____ Printed Name: Marcus D. Davis Title: Partner	By: _____ Daniel R. Slater, Mayor
	ATTEST: _____ Pamela Coleman, City Clerk
	APPROVED AS TO FORM: _____ Nathalie Adourian Senior Assistant City Attorney

***<u>NOTE</u>: City requires the following signature(s) on behalf of the Contractor:**

-- **(1) the Chairman of the Board, the President or a Vice-President, <u>AND</u> (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. <u>OR</u>**

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

√

EXHIBIT "A"

SCOPE OF SERVICES

[Beneath this sheet.]

DavisFarr
CERTIFIED PUBLIC ACCOUNTANTS

Davis Farr LLP
18201 Von Karman Avenue | Suite 1100 | Irvine, CA 92612
Main: 949.474.2020 | Fax: 949.263.5520

October 9, 2023

Ms. Trang Nguyen
Finance Director
City of Orange
300 E. Chapman Avenue
Orange, California 92866

Dear Ms. Nguyen:

We are pleased to confirm the arrangement of our engagement and the nature of the services we will provide to the City of Orange (the "City").

We will provide as-needed accounting assistance to assist the City in completing its accounting and financial reporting responsibilities while it recruits for full time employees in the Finance Department. We understand that the projects we may perform include:

- Preparation of bank reconciliations
- Preparation of documents as part of the City's year-end close and annual audit
- Analyze general ledger and accounting records
- Other accounting assistance as needed.

This engagement is consultative in nature only and does not include an audit, review compilation or preparation of any tax returns or responding to inquiries or tax examinations by any governmental agency tax authority.

Individuals providing services to the City are employees or contract employees of Davis Farr and are not employees or agents of the City.

We understand the following related to the engagement:

- The work schedule will be determined by Davis Farr and communicated to the City. We will coordinate with the City as to the actual work days and hours each week. We understand that hours will fluctuate in order to ensure projects are completed timely.
- Work may be required to be performed onsite in order to use the City's accounting software and other City resources in order to complete the projects.
- The duration of the engagement is not to exceed 6 months. If additional time is required to complete the projects, we will coordinate with the City.
- The cost of services to be provided is not to exceed $80,000.

All individuals assigned by Davis Farr to the City will have access to Managers and Partners in our office for as-needed consultation on accounting matters. There will be no additional cost for these consultations unless the City elects to engage us for additional resources.

The skill set and duration of individuals assigned may vary throughout the project period. Our fixed fees for these consulting services will be billed at the following hourly rates by classification of employee. Invoices will be submitted monthly in arrears for services

performed. Invoices are payable upon receipt. If our invoices for this, or any other engagements the City may have with us, are not paid within 30 days, we may suspend or terminate our services for this and any other engagements. In the event our work is suspended or terminated as a result of nonpayment, the City agrees we will not be responsible for any consequences. We plan to continue to assign Wendy Davis, Senior Consultant, to assist the City.

Classification	Hourly Rate
Partner	$175
Senior Manager	150
Manager	130
Supervisor	110
Senior Consultant	100
Senior Auditor	95
Staff Auditor	85
Assistant Auditor	75

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for providing accounting assistance to the City.

We appreciate the opportunity to provide these services and believe this letter accurately summarizes the significant terms of our engagement.

Sincerely,

DAVIS FARR, LLP

Marcus D. Davis
Partner

The services and arrangements described in this letter are in accordance with our understanding and are acceptable to us.

City of Orange

By: _____

Name: _____

Title: _____

Date: _____

Agenda Item

City Council

Item #: 3.7. 10/24/2023 **File #:** 23-0702

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

THRU: **Tom Kisela, City Manager**

FROM: **Dan Adams, Chief of Police**

1. SUBJECT
Third Amendment to License Agreement with the County of Orange for use of office space at Fire Station No. 7/Orange Police Substation.

2. SUMMARY
Third Amendment to License Agreement extending the contract term with the County of Orange to allow the Orange County Intelligence Assessment Center to occupy vacant office space on the second floor of Fire Station No. 7/Orange Police Substation (Station) through October 19, 2024.

3. RECOMMENDED ACTION
Approve the Third Amendment to License Agreement with the County of Orange for use of office space at the Station; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT
None.

5. STRATEGIC PLAN GOALS
Goal 1: Provide for a safe community

a: Provide staffing and resources to deliver services that ensure public safety.

6. DISCUSSION AND BACKGROUND
In 2002, the Orange County Board of Supervisors approved the creation of the Terrorist Early Warning Group (TEWG) in response to the terrorist attacks of September 11, 2001. As more agencies throughout the County became involved, the Orange County Intelligence Assessment Center (OCIAC) was formed.

OCIAC was originally housed at the County facility at Loma Ridge; however, this location soon became too small and lacked the technological needs of the unit. As the nearby Station had vacant office space on the second floor (originally designed as a police substation to support the future Santiago Hills II expansion), the County inquired about relocating OCIAC to that location. It was agreed that there would be no cost to lease the office space as the City benefitted by having this unit in Orange as it provides additional law enforcement resources. The license agreement has the County reimbursing the City all operating costs for the utilities used as well as all tenant improvements.

In 2011, the City and County entered into a five-year license agreement to allow OCIAC to occupy the then-vacant office space.

In October 2016, both parties entered into a new five-year license agreement herein referenced as (the “Original Agreement”) to allow the County to continue its use of the space through October 19, 2021.

In 2021, the County notified the City of its intent to relocate OCIAC operations and pursued a one-year extension through October 19, 2022, as documented in the First Amendment.

In 2022, a Second Amendment was executed to initiate the second, one-year extension to continue the lease through October 19, 2023.

The County now desires to amend original agreement to extend the contract term for use of the facility through October 19, 2024, as documented in the Third Amendment. The renewal is being processed for a one-year term as the County continues to relocate the OCIAC operation into another building currently in build-out. At the conclusion of the lease, the office space will revert to a multi-purpose facility operated by the Police Department for training, conferences, and community functions.

7. ATTACHMENTS

- Third Amendment to License Agreement with the County of Orange

Agenda Item

City Council

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OCIAC was originally housed at the County facility at Loma Ridge; however, this location soon became too small and lacked the technological needs of the unit. As the nearby Station had vacant office space on the second floor (originally designed as a police substation to support the future Santiago Hills II expansion), the County inquired about relocating OCIAC to that location. It was agreed that there would be no cost to lease the office space as the City benefitted by having this unit in Orange as it provides additional law enforcement resources. The license agreement has the County reimbursing the City all operating costs for the utilities used as well as all tenant improvements.

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7. ATTACHMENTS

- Third Amendment to License Agreement with the County of Orange

GA 1227-100-3
City of Orange/OCIAC
8501 & 8525 East Fort Road
Orange, CA 92869

THIRD AMENDMENT TO LICENSE

THIS THIRD AMENDMENT TO LICENSE AGREEMENT (hereinafter referred to as "**Third Amendment**") is made _____ 2023, ("**Effective Date**") by and between the CITY OF ORANGE, a California municipal corporation (hereinafter referred to as "**City**") and the COUNTY OF ORANGE, a political subdivision of the State of California (hereinafter referred to as "**County**"). The City and County may individually be referred to herein as a "**Party**," or collectively as the "**Parties**."

RECITALS

I. The City owns the fire/police station located at 8501 and 8525 East Fort Road, in the city of Orange.

II. Pursuant to a license agreement, City Agreement #5807, the County had been occupying space at the City's police station located at 8525 East Fort Road, in the City of Orange ("**Substation**") for the purpose of furthering the mission and objectives set forth in the Memorandum of Agreement Among Public Agencies Participating in the Orange County Intelligence Assessment Center ("**MOA**") between the Parties.

III. On October 11, 2016, the Parties entered into a new five-year license ("**License**") to allow the County to continue its use of the Substation which furthers the mission and objectives of the MOA, enhances the public health and safety of the residents and businesses in the City and throughout the County.

IV. On July 26, 2021, the Parties amended the License to extend the Term for one additional year ("**First Amendment**").

V. On September 27, 2022, the Parties again amended the License to extend the Term for an additional year ("**Second Amendment**").

VI. The Parties now agree to amend the License to extend the Term for one (1) additional year.

NOW THEREFORE, in consideration of the Recitals above, which are incorporated herein by this reference, the Parties do hereby agree to amend the License as of the Effective Date first written above as follows:

A. Section 2.2 is hereby deleted from the License in its entirety and the following clause is substituted:

"**SECTION 2.2 Term.** The term of the License commenced on October 11, 2016, and shall continue in effective until October 19, 2024 ("**Term**"), unless sooner terminated pursuant to the terms of the License."

B. Wherever a conflict in the terms or conditions of this Third Amendment, the Second Amendment, First Amendment and/or the License exists, the terms or conditions in this Third Amendment shall prevail. In all other respects, the terms and conditions of the License, First Amendment, and/or Second Amendment not specifically changed by this Third Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Third Amendment the day and year first above written.

APPROVED AS TO FORM:

OFFICE OF COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By:_____
Deputy

CITY

CITY OF ORANGE

By: _____
Daniel R. Slater, Mayor

ATTEST

By: _____

Pamela Coleman, City Clerk

APPORVED AS TO FORM

By: _____

Nathalie Adourian, Senior Assistant City Attorney

COUNTY

COUNTY OF ORANGE

By: _____
Thomas A. Miller, Chief Real Estate Officer
County Executive Office
Per GC § 25350.51, Resolution No. 20-016 of the Board of Supervisors

Date:_____

Agenda Item

City Council

Item #: 3.8. 10/24/2023 **File #:** 23-0682

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

THRU: **Tom Kisela, City Manager**

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

1. SUBJECT

Approve the appropriation of funds for Police Headquarters (HQ) Lobby Roof and Heating, Ventilation, and Air Conditioning (HVAC) Rehabilitation project.

2. SUMMARY

Appropriation of funds from Fund 553, Capital Bond Proceeds to Police Headquarters (HQ) Lobby Roof and Heating, Ventilation, and Air Conditioning (HVAC) Rehabilitation account to ensure sufficient funds for construction management cost (Bid No. 21-22.13; SP-4130).

3. RECOMMENDED ACTION

Authorize the appropriation of $170,000 from Fund 553, Capital Bond Proceeds unreserved fund balance to expenditure account number 553.5028.56020.20444, Police HQ Atrium Rehabilitation.

4. FISCAL IMPACT

Upon approval of the appropriation, the estimated total expenditure for this contract including contingency is $3,992,744 and will be funded in Police HQ Atrium Rehabilitation (20444) through Capital Bond Proceeds (553) in expenditure account number 553.5028.56020.20444, Police HQ Atrium Rehabilitation.

Upon approval of this appropriation, the Capital Bond Proceeds (553) estimated fund balance on October 24, 2023, will be $475,072.

5. STRATEGIC PLAN GOALS

Goal 1: Provide for a safe community.

b: Provide and maintain infrastructure necessary to ensure the safety of the public.

Goal 4: Provide outstanding public service.

b: Provide facilities and services to meet customer expectations.

6. DISCUSSION AND BACKGROUND

On March 8, 2022, the City Council awarded the contract for Police HQ Lobby Roof and HVAC Rehabilitation project to the apparent low bidder, New Dynasty Construction, Co. of Tustin, California in the amount of $3,822,744, representing an original contract amount of $3,475,221 plus a 10% contingency of $347,523. However, the appropriation did not include funds for construction

management and contract administration. Therefore, staff is requesting this additional appropriation to cover both staff cost to date and anticipated project management cost until the completion of the project anticipated in January 2024.

7. ATTACHMENTS

- None

Agenda Item

City Council

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to cover both staff cost to date and anticipated project management cost until the completion of the project anticipated in January 2024.

7. ATTACHMENTS

- None

Agenda Item

City Council

Item #: 3.9. 10/24/2023 **File #:** 23-0699

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

THRU: **Tom Kisela, City Manager**

FROM: **Mike Vigliotta, City Attorney**

1. SUBJECT
Claims for Damages.

2. SUMMARY
Five claims have been received and investigated by the City Attorney's Office and/or the Risk Manager with the involved departments.

3. RECOMMENDED ACTION
Deny the following claims and refer to City Attorney and Claims Adjuster:

1. Martha Navarro
2. Luis Pizano
3. Elaine Boschetti
4. Ann Boggs
5. Rodrigo Soares Dearaujo

4. FISCAL IMPACT
None.

5. STRATEGIC PLAN GOALS
Goal 2: Be a fiscally healthy community

a: Expend fiscal resources responsibly.

6. DISCUSSION AND BACKGROUND

1. Claim for damages from Martha Navarro alleging property damage when a City tree branch fell on Claimant's vehicle.
2. Claim for damages from Luis Pizano alleging property damage when a City tree fell on Claimant's vehicle.
3. Claim for damages from Elaine Boschetti alleging property damage to sewer line due to City tree roots.
4. Claim for damages from Ann Boggs alleging property damage to sewer line due to City tree roots.
5. Claim for damages from Rodrigo Soares Dearaujo alleging property damage and personal injury when Claimant fell off motorcycle after driving over a fire hose on the roadway.

7. ATTACHMENTS

- None.

Agenda Item

City Council

Item #: 3.9. 10/24/2023 **File #:** 23-0699

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

THRU: **Tom Kisela, City Manager**

FROM: **Mike Vigliotta, City Attorney**

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None.

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7. ATTACHMENTS

- None.

Agenda Item

City Council

Item #: 3.10. 10/24/2023 **File #:** 23-0692

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

THRU: **Tom Kisela, City Manager**

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

1. SUBJECT
Authorize purchase of cartridge filters and O-rings for PFAS treatment systems from various vendors.

2. SUMMARY
Request to authorize purchase orders in the amount of $300,000 with PDDA Filtration System, $100,000 with Towner Filtration, and $100,000 with Pure Process Filtration for purchase of cartridge filters and O-rings for PFAS treatment systems at various water production wells.

3. RECOMMENDED ACTION
Approve purchase orders for PFAS cartridge filters and O-rings in the amount of $300,000 with PDDA Filtration System, $100,000 with Towner Filtration, and $100,000 with Pure Process Filtration for a total amount of $500,000.

4. FISCAL IMPACT
The total expenditure for these purchases is $500,000 and will be funded through Water Fund (600) expenditure account number 600.8011.51510.00000.

5. STRATEGIC PLAN GOALS
Goal 1: Provide for a safe community.
b: Provide and maintain infrastructure necessary to ensure the safety of the public.
Goal 4. Provide outstanding public service.
b. Provide facilities and services to meet customer expectations.

6. DISCUSSION AND BACKGROUND
The City of Orange PFAS treatment systems at Wells 9, 19, 23, and 24 have been in operation for over a year. Together with the resins, the filters play a vital role in preventing suspended solids from entering the vessels and prolonging the system's ability to remove PFAS from groundwater. As part of an agreement between the Orange County Water District and the City, the operation and maintenance costs including replenishment of filters shall be shared between the agencies at the end of each fiscal year. Due to the long lead times to procure these filters, it is necessary to purchase and stock additional filters in advance to avoid interruption to operations.

The Public Works Department Water Division used an informal bid process to solicit quotes from vendors who currently have the filters and O-rings in stock and can ship out in a timely manner.

There is no specific vendor that can continually provide the lowest price for both items; therefore, the Water Division will purchase materials from the vendors that offer the lowest price for that item at the time of purchase.

Staff has completed extensive research and identified three vendors who can supply filters and O-rings that meet the treatment system specifications. To ensure competitive pricing and avoid unexpected supply interruption, staff is requesting the City Council authorize the purchase orders to all three vendors, on an as-needed basis, in the amounts shown in the table.

Vendor	Amount
PDDA Filtration System	$300,000
Towner Filtration	$100,000
Pure Process Filtration	$100,000

The Public Works Department Water Division continues to monitor and seek out vendors with the lowest prices to ensure the City is getting the best value available.

7. ATTACHMENTS

- None

Agenda Item

City Council

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

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7. ATTACHMENTS

- None

Agenda Item

City Council

Item #: 3.11. 10/24/2023 **File #:** 23-0695

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

THRU: **Tom Kisela, City Manager**

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

1. SUBJECT

Authorize the purchase of six vehicles for various Departments through a Cooperative Purchasing Agreement.

2. SUMMARY

Purchase four Ford F-150s and two Dodge Durangos from National Auto Fleet Group. The City Council has previously approved the Cooperative Purchasing Agreement as the standard for vehicle procurement.

3. RECOMMENDED ACTION

Approve the purchase of four Ford F-150s and two Dodge Durangos from Nation Auto Fleet Group in the amount of $252,763.

4. FISCAL IMPACT

The total expenditure for this purchase is $252,763 and will be funded through the Vehicle Replacement Fund, expenditure account number 720.5023.55212.19999.

5. STRATEGIC PLAN GOALS

Goal 1: Provide for a safe community

a: Provide staffing and resources to deliver services that ensure public safety.

Goal 2: Be a fiscally healthy community

a: Expend fiscal resources responsibly.

6. DISCUSSION AND BACKGROUND

The City Council has previously authorized a Cooperative Purchasing agreement (CPA) using Sourcewell as the standard for vehicle procurement. This purchase is a continuation of that policy. National Auto Fleet has been awarded the Sourcewell contract number 091521-NAF for Cars, Trucks, Vans, SUVs, and Other Vehicles. Through this contract, National Auto Fleet Group offers a discount of 7% for this transaction, resulting in a total saving of $18,102. The total amount for the purchase of four F-150s and two Durangos is $252,763.

Current Vehicle	Replacement Vehicle	Replacement Cost
2001 Crown Victoria	(2) Dodge Durango	$93,525
2000-2010 Ford F-150	(4) Ford F-150	$159,23
	Total	**$285,606**

As is customary for public agencies, the surplus vehicles will be auctioned after removing all equipment for approximately $14,000.

7. ATTACHMENTS

- CPA bids are available for review in the Purchasing Department

Agenda Item

City Council

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THRU: **Tom Kisela, City Manager**

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	Total	**$285,606**

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7. ATTACHMENTS

- CPA bids are available for review in the Purchasing Department

Agenda Item

City Council

Item #: 3.12. 10/24/2023 **File #:** 23-0665

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

THRU: **Tom Kisela, City Manager**

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

1. SUBJECT

Adoption of a Resolution approving the submittal of project funding applications to the Orange County Transportation Authority for competitive Measure M2 Regional Traffic Signal Synchronization Program. Resolution No. 11496.

2. SUMMARY

Adoption of Resolution No. 11496 will enable the Orange County Transportation Authority to allocate funds from the Comprehensive Transportation Funding Programs in the amounts specified in the City's project applications

3. RECOMMENDED ACTION

Adopt Resolution No. 11496. A Resolution of the City Council of the City of Orange approving the submittal of improvement projects to the Orange County Transportation Authority for funding under the competitive Measure M2 Regional Traffic Signal Synchronization Program.

4. FISCAL IMPACT

None at this time. If nominated projects are selected by the Orange County Transportation Authority for award, a future budget transfer and/or appropriation will be requested.

5. STRATEGIC PLAN GOALS

Goal 1: Provide for a safe community

b: Provide and maintain infrastructure necessary to ensure the safety of the public.

Goal 4: Provide outstanding public service

b: Provide facilities and services to meet customer expectations.

6. DISCUSSION AND BACKGROUND

In June 2023, the City Council adopted Resolution No. 11468 to approve the City's Local Signal Synchronization Plan (LSSP) as part of the Measure M2 Eligibility Process. The LSSP identifies traffic signal synchronization routes including all elements of the Regional (countywide) Signal Synchronization Network located within the City. The Orange County Transportation Authority (OCTA) issued a call for projects for Regional Traffic Signal Synchronization Program (RTSSP) to coordinate traffic signals across jurisdictional boundaries in the county. The City of Orange is coordinating with neighboring agencies on two project funding applications as follows:

1. **Kraemer Boulevard/Glassell Street/Grand Avenue (KGG) RTSSP Corridor** between Kraemer Boulevard/Lambert Road in the City of Brea and Grand Avenue/Dyer Road in the City of Santa Ana. The project is a collaboration with the City of Brea, City of Placentia, City of Anaheim, City of Santa Ana, and the State of California Department of Transportation. This project will be led and implemented by the City of Santa Ana.

2. **Ball Road/Taft Avenue RTSSP Corridor** between Ball Road/Knott Avenue in the City of Anaheim and Taft Avenue/Tustin Street in the City of Orange. The project is a collaboration with the City of Anaheim and the State of California Department of Transportation. This project will be led and implemented by the City of Anaheim.

In addition to coordinating signal timing, the RTSSP projects allow agencies to implement traffic signal and communications equipment improvements along the corridor. For both nominated corridors, if selected for funding, the City of Orange will modernize existing traffic signal technology at various signals. Some of these improvements will include new traffic signal controllers and cabinets, fiber optic and wireless radio communications between signals, video vehicle detection, CCTV camera, audible pedestrian push button, and new workstations for the Traffic Management Center. These improvements will help ensure the signals along each corridor can facilitate and operate with optimized synchronized timing.

If awarded, OCTA will fund 80% of all improvements and upgrades to traffic signal infrastructure that otherwise would have been funded entirely by the City. It should be noted that the City of Orange will be a participating city, rather than lead agency, for both nominated corridors. The lead implementing agency for the respective corridors will procure consultant services and manage construction of improvements on behalf of the City of Orange. As a result, the projects are not expected to require significant staffing commitments.

As mentioned above, projects selected for funding will receive Measure M2 funding for 80% of eligible project expenses. The participating agencies are required to provide the balance (20%), in local matching funds. If either nominated project is selected by OCTA for award, a future budget transfer and/or appropriation will be requested. Currently there is sufficient budget already programmed in related projects within the City's approved Capital Improvement Program that would be available for transfer to fund the City's 20% project match for both corridors. The estimated costs for Orange's participation on the nominated corridors are as follows:

1. **KGG RTSSP Corridor:**
    a. Total project cost for Orange's timing and improvements = $1,350,000
    b. Orange's 20% funding match = $270,000

2. **Ball Road/Taft Avenue RTSSP Corridor:**
    a. Total project cost for Orange's timing and improvements = $450,000
    b. Orange's 20% funding match = $90,000

By adopting Resolution No. 11496 the City Council requests OCTA allocate funds necessary for the implementation of the Regional Traffic Synchronization Program within each local agency's jurisdiction. The Resolution will also authorize the Public Works Director to submit synchronization projects for funding consideration under the Comprehensive Transportation Funding Programs

7. ATTACHMENTS

- Resolution No. 11496
- Map of Kraemer Boulevard/Glassell Street/Grand Avenue RTSSP Corridor
- Map of Ball Road/Taft Avenue RTSSP Corridor

Agenda Item

City Council

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THRU: **Tom Kisela, City Manager**

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

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Adoption of a Resolution approving the submittal of project funding applications to the Orange County Transportation Authority for competitive Measure M2 Regional Traffic Signal Synchronization Program. Resolution No. 11496.

2. SUMMARY

Adoption of Resolution No. 11496 will enable the Orange County Transportation Authority to allocate funds from the Comprehensive Transportation Funding Programs in the amounts specified in the City's project applications

3. RECOMMENDED ACTION

Adopt Resolution No. 11496. A Resolution of the City Council of the City of Orange approving the submittal of improvement projects to the Orange County Transportation Authority for funding under the competitive Measure M2 Regional Traffic Signal Synchronization Program.

4. FISCAL IMPACT

None at this time. If nominated projects are selected by the Orange County Transportation Authority for award, a future budget transfer and/or appropriation will be requested.

5. STRATEGIC PLAN GOALS

Goal 1: Provide for a safe community

b: Provide and maintain infrastructure necessary to ensure the safety of the public.

Goal 4: Provide outstanding public service

b: Provide facilities and services to meet customer expectations.

6. DISCUSSION AND BACKGROUND

In June 2023, the City Council adopted Resolution No. 11468 to approve the City's Local Signal Synchronization Plan (LSSP) as part of the Measure M2 Eligibility Process. The LSSP identifies traffic signal synchronization routes including all elements of the Regional (countywide) Signal Synchronization Network located within the City. The Orange County Transportation Authority (OCTA) issued a call for projects for Regional Traffic Signal Synchronization Program (RTSSP) to coordinate traffic signals across jurisdictional boundaries in the county. The City of Orange is coordinating with neighboring agencies on two project funding applications as follows:

1. **Kraemer Boulevard/Glassell Street/Grand Avenue (KGG) RTSSP Corridor** between Kraemer Boulevard/Lambert Road in the City of Brea and Grand Avenue/Dyer Road in the City of Santa Ana. The project is a collaboration with the City of Brea, City of Placentia, City of Anaheim, City of Santa Ana, and the State of California Department of Transportation. This project will be led and implemented by the City of Santa Ana.

2. **Ball Road/Taft Avenue RTSSP Corridor** between Ball Road/Knott Avenue in the City of Anaheim and Taft Avenue/Tustin Street in the City of Orange. The project is a collaboration with the City of Anaheim and the State of California Department of Transportation. This project will be led and implemented by the City of Anaheim.

In addition to coordinating signal timing, the RTSSP projects allow agencies to implement traffic signal and communications equipment improvements along the corridor. For both nominated corridors, if selected for funding, the City of Orange will modernize existing traffic signal technology at various signals. Some of these improvements will include new traffic signal controllers and cabinets, fiber optic and wireless radio communications between signals, video vehicle detection, CCTV camera, audible pedestrian push button, and new workstations for the Traffic Management Center. These improvements will help ensure the signals along each corridor can facilitate and operate with optimized synchronized timing.

If awarded, OCTA will fund 80% of all improvements and upgrades to traffic signal infrastructure that otherwise would have been funded entirely by the City. It should be noted that the City of Orange will be a participating city, rather than lead agency, for both nominated corridors. The lead implementing agency for the respective corridors will procure consultant services and manage construction of improvements on behalf of the City of Orange. As a result, the projects are not expected to require significant staffing commitments.

As mentioned above, projects selected for funding will receive Measure M2 funding for 80% of eligible project expenses. The participating agencies are required to provide the balance (20%), in local matching funds. If either nominated project is selected by OCTA for award, a future budget transfer and/or appropriation will be requested. Currently there is sufficient budget already programmed in related projects within the City's approved Capital Improvement Program that would be available for transfer to fund the City's 20% project match for both corridors. The estimated costs for Orange's participation on the nominated corridors are as follows:

1. **KGG RTSSP Corridor:**
    a. Total project cost for Orange's timing and improvements = $1,350,000
    b. Orange's 20% funding match = $270,000

2. **Ball Road/Taft Avenue RTSSP Corridor:**
    a. Total project cost for Orange's timing and improvements = $450,000
    b. Orange's 20% funding match = $90,000

By adopting Resolution No. 11496 the City Council requests OCTA allocate funds necessary for the implementation of the Regional Traffic Synchronization Program within each local agency's jurisdiction. The Resolution will also authorize the Public Works Director to submit synchronization projects for funding consideration under the Comprehensive Transportation Funding Programs

7. ATTACHMENTS

- Resolution No. 11496
- Map of Kraemer Boulevard/Glassell Street/Grand Avenue RTSSP Corridor
- Map of Ball Road/Taft Avenue RTSSP Corridor

RESOLUTION NO. 11496

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE APPROVING THE SUBMITTAL OF IMPROVEMENT PROJECTS TO THE ORANGE COUNTY TRANSPORTATION AUTHORITY FOR FUNDING UNDER THE COMPETITIVE MEASURE M2 REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM.

WHEREAS, the Measure M2 Regional Traffic Signal Synchronization Program targets over 2,000 signalized intersections across Orange County to maintain traffic signal synchronization, improve traffic flow, and reduce congestion across jurisdictions; and

WHEREAS, the City of Orange has been declared by the Orange County Transportation Authority to meet the eligibility requirements to receive revenues as part of Measure M2; and

WHEREAS, the City of Orange must include all projects funded by Net Revenues in the seven-year Capital Improvement Program as part of the Renewed Measure M Ordinance eligibility requirement; and

WHEREAS, the City of Orange authorizes a formal amendment to the seven-year Capital Improvement Program to add projects approved for funding upon approval from the Orange County Transportation Authority Board of Directors, if necessary; and

WHEREAS, the City of Orange has currently adopted a Local Signal Synchronization Plan consistent with the Regional Traffic Signal Synchronization Master Plan as a key component of local agencies' efforts to synchronizing traffic signals across local agencies' boundaries; and

WHEREAS, the City of Orange will provide matching funds for each project as required by the Comprehensive Transportation Funding Programs Procedures Manual; and

WHEREAS, the City of Orange will not use Renewed Measure M funds to supplant Developer Fees or other commitments; and

WHEREAS, the City of Orange desires to implement multi-jurisdictional signal synchronization listed below; and

WHEREAS, the City Council delegates signature authority to the Public Works Director or his designee to facilitate delivery of the projects.

NOW, THEREFORE, BE IT RESOLVED The City Council of the City of Orange hereby requests the Orange County Transportation Authority allocate funds in the amounts specified in the City's application to said City from the Regional Traffic Signal Synchronization

Program. Said funds, if approved, shall be matched by funds from said City as required and shall be used as supplemental funding to aid the City in signal synchronization along the following projects:

PROJECT	**FISCAL YEAR**
Kraemer Boulevard/Glassell Street/Grand Avenue Corridor	23/24
Ball Road/Taft Avenue Corridor	23/24

ADOPTED this ____ day of _____, 2023

_____
Daniel R. Slater, Mayor, City of Orange

ATTEST:

_____
Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

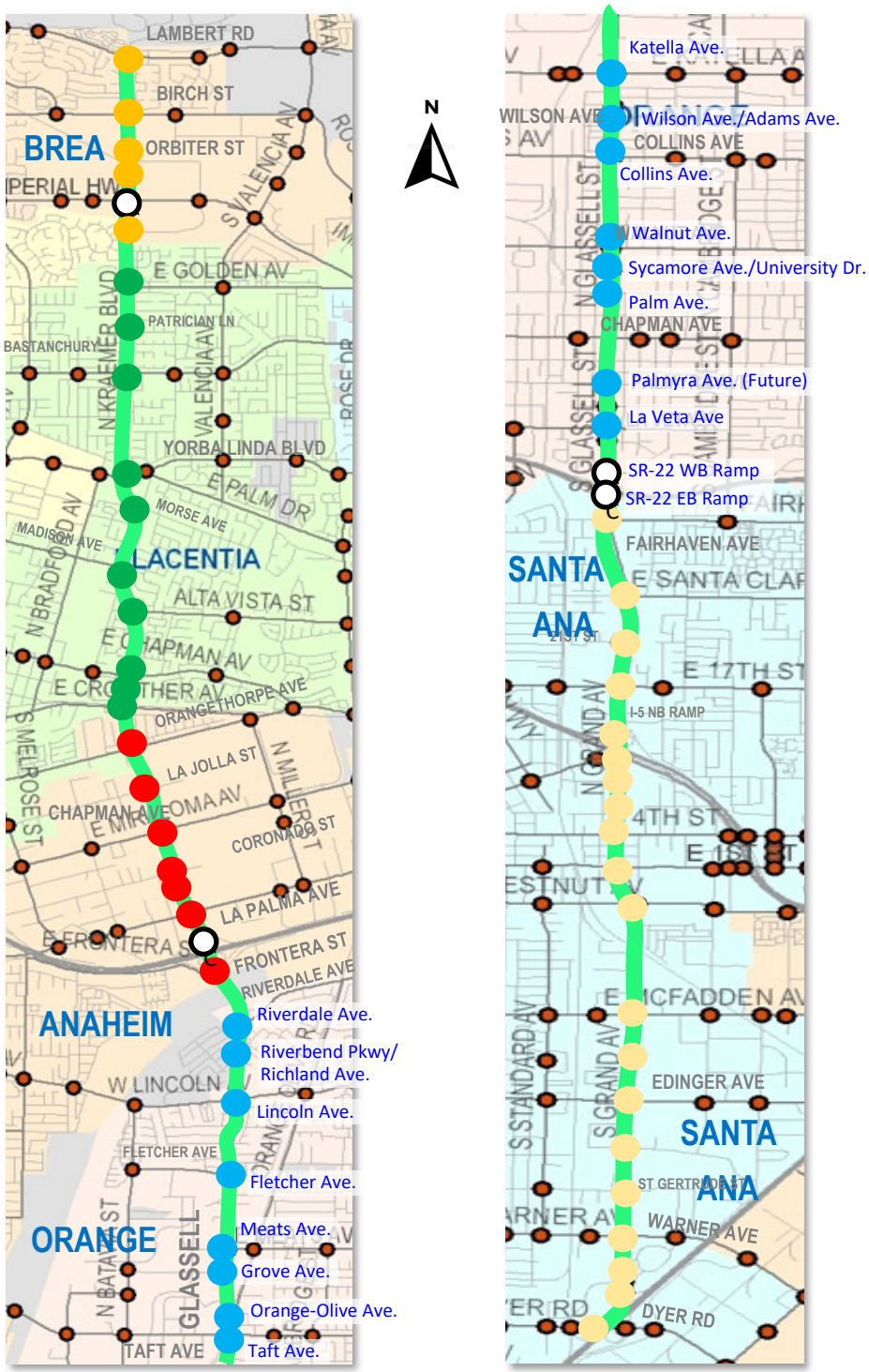
_____
Michael J. Vigliotta, City Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

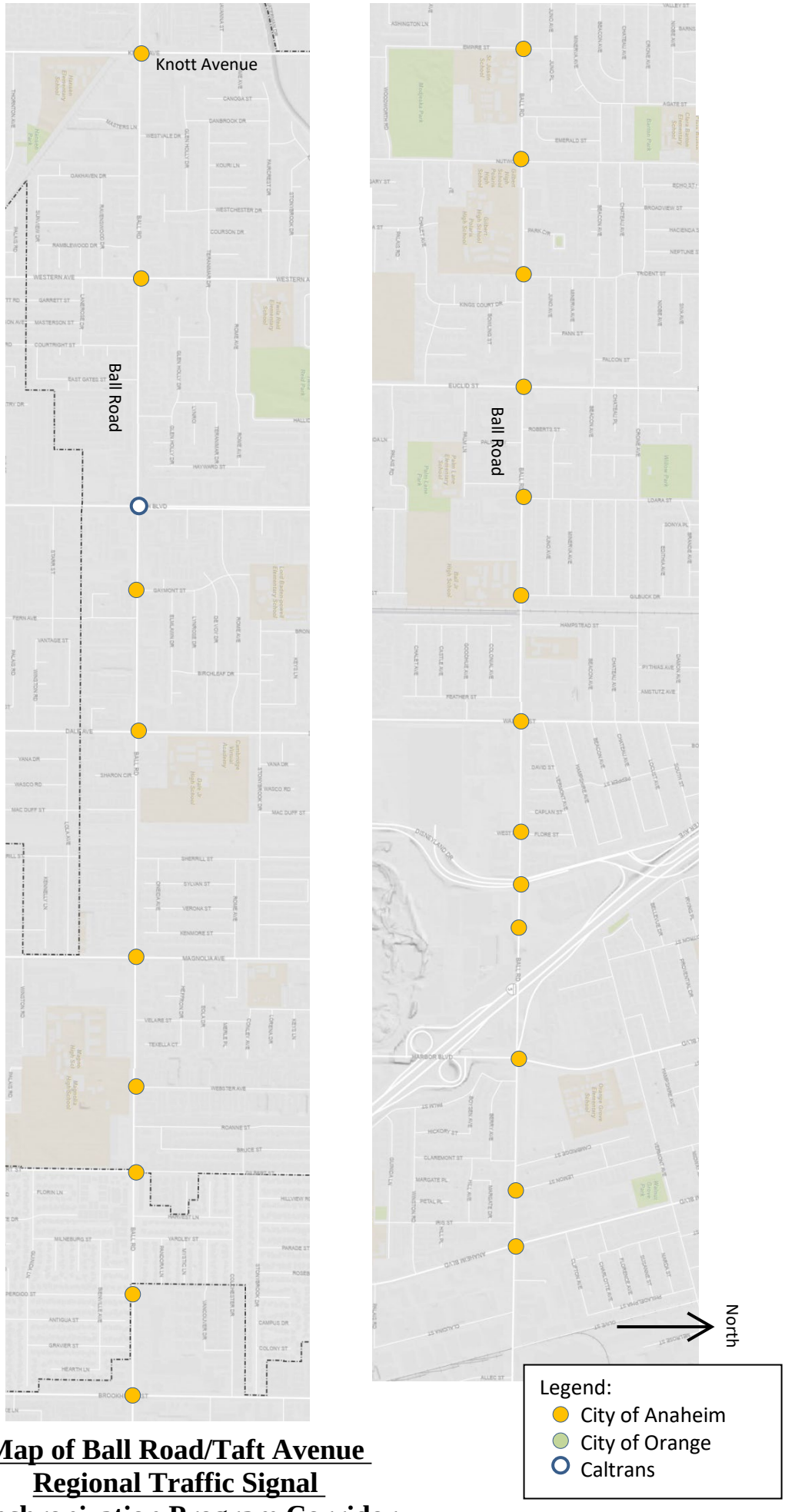
I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Orange at a regular meeting thereof held on the ____ day of _____, 2023 by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

_____
Pamela Coleman, City Clerk, City of Orange



Map of Kraemer Boulevard/Glassell Street/Grand Avenue Regional Traffic Signal Synchronization Program Corridor



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

Agenda Item

City Council

Item #: 3.13. 10/24/2023 **File #:** 23-0687

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

THRU: **Tom Kisela, City Manager**

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

1. SUBJECT

Adoption of a Resolution certifying that the City of Orange has the resources to fund the projects in the Federal Fiscal Years 2024/25-2029/30 transportation improvement program and affirms its commitment to implement all projects in the program. Resolution No. 11497.

2. SUMMARY

Adoption of a resolution is required by the Southern California Association of Governments certifying that funding for its future projects in the Transportation Improvement Program is available and committed.

3. RECOMMENDED ACTION

Adopt Resolution No. 11497. A Resolution of the City Council of the City of Orange which certifies that the City of Orange has the resources to fund the projects in the FFY 2024/25-2029/30 Transportation Improvement Program and affirms its commitment to implement all projects in the program.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 1: Provide for a safe community

b: Provide and maintain infrastructure necessary to ensure the safety of the public.

Goal 4: Provide outstanding public service

b: Provide facilities and services to meet customer expectations.

6. DISCUSSION AND BACKGROUND

The Southern California Association of Governments (SCAG) is responsible for developing and submitting the Federal Transportation Improvement Program (FTIP) to the California Department of Transportation (Caltrans) and federal funding agencies. The FTIP is the primary means of implementing the Regional Transportation Plan (RTP) and includes regionally significant projects funded with state and federal funds.

The base FTIP is updated every two years, currently the 2025 FTIP covering Federal Fiscal Years (FFY) 2024-25 through 2029-30 is in its programing phase. SCAG requires local agencies to adopt a

resolution certifying that funding for future FTIP projects is available and committed for project inclusion into the program.

Currently, the City has one project carrying over to the 2025 FTIP cycle. This project is the Santiago Creek Multipurpose Trail Extension Project, which is in the preliminary engineering and environmental phase. Adoption of this resolution will ensure grant funding will be distributed for this project and any future projects the City is awarded between FFY 2024-25 through 2029-30. This resolution is also needed for the City to meet FTIP eligibility requirements for applications to future federal funding opportunities.

Resolution No. 11497 will satisfy the requirement and keep the City's eligibility for state and federal grant funds.

7. ATTACHMENTS

- Resolution No. 11497

Agenda Item

City Council

Item #: 3.13. 10/24/2023 **File #:** 23-0687

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THRU: **Tom Kisela, City Manager**

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

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2. SUMMARY

Adoption of a resolution is required by the Southern California Association of Governments certifying that funding for its future projects in the Transportation Improvement Program is available and committed.

3. RECOMMENDED ACTION

Adopt Resolution No. 11497. A Resolution of the City Council of the City of Orange which certifies that the City of Orange has the resources to fund the projects in the FFY 2024/25-2029/30 Transportation Improvement Program and affirms its commitment to implement all projects in the program.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 1: Provide for a safe community

b: Provide and maintain infrastructure necessary to ensure the safety of the public.

Goal 4: Provide outstanding public service

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The base FTIP is updated every two years, currently the 2025 FTIP covering Federal Fiscal Years (FFY) 2024-25 through 2029-30 is in its programing phase. SCAG requires local agencies to adopt a

resolution certifying that funding for future FTIP projects is available and committed for project inclusion into the program.

Currently, the City has one project carrying over to the 2025 FTIP cycle. This project is the Santiago Creek Multipurpose Trail Extension Project, which is in the preliminary engineering and environmental phase. Adoption of this resolution will ensure grant funding will be distributed for this project and any future projects the City is awarded between FFY 2024-25 through 2029-30. This resolution is also needed for the City to meet FTIP eligibility requirements for applications to future federal funding opportunities.

Resolution No. 11497 will satisfy the requirement and keep the City's eligibility for state and federal grant funds.

7. ATTACHMENTS

- Resolution No. 11497

RESOLUTION NO. 11497

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE WHICH CERTIFIES THAT THE CITY OF ORANGE HAS THE RESOURCES TO FUND THE PROJECTS IN THE FFY 2024/25 – 2029/30 TRANSPORTATION IMPROVEMENT PROGRAM AND AFFIRMS ITS COMMITMENT TO IMPLEMENT ALL PROJECTS IN THE PROGRAM.

WHEREAS, the City of Orange (City) is located within the metropolitan planning boundaries of the Southern California Association of Governments; and

WHEREAS, City of Orange City Council has authorized projects for submittal to the Federal Transportation Improvement Program (FTIP); and

WHEREAS, the City is the lead agency for projects and will comply with applicable local, state, and federal provisions including but not limited to the Federal Transportation Improvement Program, California Environmental Quality Act, National Environmental Policy Act, Americans with Disabilities Act, and Buy America; and

WHEREAS, the City agrees to construct Transportation Control Measures projects as noted in the amendments in a timely manner or to assist with finding a substitute project.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Orange, does hereby affirm the City's commitment to the projects submitted in the 2025 Federal Transportation Improvement Program.

ADOPTED this ____ day of _____, 2023

_____
Daniel R. Slater, Mayor, City of Orange

ATTEST:

_____
Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

_____
Michael J. Vigliotta, City Attorney

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 _____, 2023 by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

_____
Pamela Coleman, City Clerk, City of Orange

Agenda Item

City Council

Item #: 7.1. 10/24/2023 **File #:** 23-0686

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

FROM: **Tom Kisela, City Manager**

1. SUBJECT
Presentation of Economic Development Strategy.

2. SUMMARY
Presentation of Economic Development Strategy to guide City efforts to expand economic opportunities in the community.

3. RECOMMENDED ACTION
Receive and file.

4. FISCAL IMPACT
None.

5. STRATEGIC PLAN GOALS
Goal 2: Be a fiscally healthy community

e: Create an environment to attract, retain, and expand economic opportunities.

6. DISCUSSION AND BACKGROUND
Economic Development efforts focus on expanding economic opportunities, ensuring a broad revenue base to fund City services, creating and retaining jobs, providing a wide range of retail, restaurant, and service amenities for residents and visitors, and providing sufficient housing to support economic activity.

History of Economic Development in Orange

In the 1980's, the City of Orange created the Orange Redevelopment Agency (ORA) and designated multiple project areas in the City. The tax increment generated from ORA allowed the City to fund infrastructure improvements, business improvement programs, and affordable housing development; and hire staff to conduct business attraction, retention, and expansion efforts. As part of the 2011 Budget Act, the California State Legislature approved the dissolution of redevelopment agencies statewide, effective February 1, 2012. Deprived of its funding for economic development, the City of Orange disbanded its Economic Development Department and reassigned the ten staff members to various departments.

In the 11 years since the dissolution of ORA, the City has generally had one staff member assigned to business attraction, retention, and expansion efforts, although that staff member has also had other job duties that occupy a significant portion of their time. The annual budget for economic

development efforts allows for the design and printing of one to two marketing brochures, and to send three staff members to the ICSC retail convention.

Economic Development Strategy
The proposed Economic Development Strategy (EDS) would guide City economic development efforts. It outlines the conditions necessary to foster economic development, which are:

- Effective public safety
- High quality public infrastructure
- Quality of life services such as parks, libraries, historic preservation, and code enforcement
- Responsive and effective government that is efficient and provides a high level of customer service
- A sustained, proactive economic development program with sufficient resources and a range of tools to achieve its objectives

The EDS also proposes seven objectives:

1. Identify and build on Orange's key economic strengths.
2. Identify existing economic development resources and opportunities to develop additional resources.
3. Retain existing Orange businesses.
4. Facilitate private property investment.
5. Attract quality businesses to the City.
6. Promote Orange as a destination for visitors.
7. Provide housing at all income levels while preserving the character of existing neighborhoods.

The final component of the EDS is an Action Plan of activities that are proposed to be completed this fiscal year:

- Convene an Economic Development Forum to better identify Orange's economic development strengths and resources, and discuss additional strategies
- Organize an Economic Development Roundtable to meet regularly and discuss the implementation of this Economic Development Strategy
- Meet with Orange hotels to discuss interest in establishing a Tourism Improvement District (TID) and present a report to City Council with policy options to promote Orange as a visitor destination
- Identify tools to finance infrastructure and other improvements to Uptown Orange, Tustin Street, and other major commercial corridors
- Research the effectiveness of Enhanced Infrastructure Financing Districts and provide recommendations to City Council
- Explore the development of a Shop Local program in partnership with the Orange Chamber of Commerce
- Continue to work with ATN and the Orange Chamber of Commerce on a microtransit service for Old Towne

- Continue to work with OCTA on a circulator service to connect Uptown Orange, South Main Street, and Old Towne
- Conduct outreach to Old Towne businesses regarding the design and implementation of parking management solutions
- Request proposals for City Council consideration to create a vision, place branding, and place making for a resort district on West Katella Avenue that is complimentary to OC Vibe and OC Riverwalk

Many of the items in the Action Plan will require future City Council consideration. The proposed EDS is meant as a starting point and will evolve through input from the City Council, the Economic Development Forum, and the Economic Development Roundtable.

7. ATTACHMENT

- City of Orange Economic Development Strategy

Agenda Item

City Council

Item #: 7.1. 10/24/2023 **File #:** 23-0686

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

FROM: **Tom Kisela, City Manager**

1. SUBJECT
Presentation of Economic Development Strategy.

2. SUMMARY
Presentation of Economic Development Strategy to guide City efforts to expand economic opportunities in the community.

3. RECOMMENDED ACTION
Receive and file.

4. FISCAL IMPACT
None.

5. STRATEGIC PLAN GOALS
Goal 2: Be a fiscally healthy community

e: Create an environment to attract, retain, and expand economic opportunities.

6. DISCUSSION AND BACKGROUND
Economic Development efforts focus on expanding economic opportunities, ensuring a broad revenue base to fund City services, creating and retaining jobs, providing a wide range of retail, restaurant, and service amenities for residents and visitors, and providing sufficient housing to support economic activity.

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- High quality public infrastructure
- Quality of life services such as parks, libraries, historic preservation, and code enforcement
- Responsive and effective government that is efficient and provides a high level of customer service
- A sustained, proactive economic development program with sufficient resources and a range of tools to achieve its objectives

The EDS also proposes seven objectives:

1. Identify and build on Orange's key economic strengths.
2. Identify existing economic development resources and opportunities to develop additional resources.
3. Retain existing Orange businesses.
4. Facilitate private property investment.
5. Attract quality businesses to the City.
6. Promote Orange as a destination for visitors.
7. Provide housing at all income levels while preserving the character of existing neighborhoods.

The final component of the EDS is an Action Plan of activities that are proposed to be completed this fiscal year:

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- Meet with Orange hotels to discuss interest in establishing a Tourism Improvement District (TID) and present a report to City Council with policy options to promote Orange as a visitor destination
- Identify tools to finance infrastructure and other improvements to Uptown Orange, Tustin Street, and other major commercial corridors
- Research the effectiveness of Enhanced Infrastructure Financing Districts and provide recommendations to City Council
- Explore the development of a Shop Local program in partnership with the Orange Chamber of Commerce
- Continue to work with ATN and the Orange Chamber of Commerce on a microtransit service for Old Towne

- Continue to work with OCTA on a circulator service to connect Uptown Orange, South Main Street, and Old Towne
- Conduct outreach to Old Towne businesses regarding the design and implementation of parking management solutions
- Request proposals for City Council consideration to create a vision, place branding, and place making for a resort district on West Katella Avenue that is complimentary to OC Vibe and OC Riverwalk

Many of the items in the Action Plan will require future City Council consideration. The proposed EDS is meant as a starting point and will evolve through input from the City Council, the Economic Development Forum, and the Economic Development Roundtable.

7. ATTACHMENT

- City of Orange Economic Development Strategy

City of Orange Economic Development Strategy

Purpose

The purpose of the City of Orange Economic Development Strategy is to guide City efforts to:

- Foster a positive environment that expands economic opportunities
- Ensure a broad revenue base to fund City services
- Create and retain quality jobs in the city
- Provide a wide range of retail, restaurant, and service amenities for residents and visitors
- Ensure that housing development supports the needs of residents and businesses

Conditions that Foster Economic Development

Economic Development does not happen in a vacuum, and creating the right conditions for development relies on these essential factors:

- Effective public safety
- High quality public infrastructure
- Quality of life services such as parks, libraries, historic preservation, and code enforcement
- Responsive and effective government that is efficient and provides a high level of customer service
- A sustained, proactive economic development program with sufficient resources and a range of tools to achieve its objectives

Economic Development Team

Under the direction of the City Council, the City Manager's Office leads economic development efforts in partnership with the Community Development Department and other City departments. The City Manager's Office takes the lead on business attraction, retention, and expansion efforts, while the Community Development Department oversees the development review process and affordable housing development. City efforts are augmented through partnerships with the Orange Chamber of Commerce, Small Business Administration, the Small Business Development Center, and other economic development nonprofits.

Economic Development Objectives

1. **Identify and build on Orange's key economic strengths.**

   Orange's key economic strengths include:
   - Diversified economic base
   - High quality infrastructure
   - Excellent public safety and municipal services
   - World renowned health and educational facilities

- A city with character and diverse communities including historic districts, Orange Park Acres, El Modena, and Uptown Orange

Building on these strengths requires a multi-faceted approach that includes ensuring sufficient funding for infrastructure and other municipal services as well as developing partnerships with educational and health institutions. Historic preservation and place making investments can support the character of diverse neighborhoods.

2. Identify existing economic development resources and opportunities to develop additional resources.

The City has one full-time staff member dedicated to economic development, along with a marketing budget to produce and print one to two promotional brochures per year and a conference budget to pay for membership and send three staff members to the annual ICSC retail conference.

The City has the following economic development incentives to offer businesses when appropriate:

- Sales Tax Sharing Ordinance
- Transient Occupancy Tax Sharing Ordinance
- Industrial Development Authority financing

In addition, the City has developed partnerships with the following organizations to support economic development efforts:

- Orange Chamber of Commerce
- Small Business Administration
- Small Business Development Center

The following are opportunities to develop additional resources:

- Pursue additional partnerships with Chapman University and Santiago Canyon College
- Develop partnerships with neighboring cities to develop regional economic development strategies
- Explore the creation of the following:
    - Tourism Improvement District
    - Business Improvement District
    - Enhanced Infrastructure Financing District
    - Economic Development Roundtable
- Consider membership in the following organizations:
    - International Economic Development Council
    - California Association of Local Economic Development
    - Orange County Business Council

3. **Retain existing Orange businesses.**

   Develop relationships to retain top employers and sales tax producers. This effort involves talking to businesses about their needs and business plans, monitoring when leases on key properties expire, and ensuring that businesses have the resources and support they need to be successful. A Shop Local program could be implemented to encourage residents to support local businesses.

   Targeted Business Sectors:

   - Hospitals/Medical
   - Auto Dealers
   - Malls/Shopping Centers
   - Industrial
   - Office
   - Public Institutions

4. **Facilitate private property investment.**

   Private property investment is the lifeblood of economic development as the private sector has far greater resources than local government. Well designed property investment provides enormous public benefits such as job creation and aesthetic improvements while enhancing City revenues and spurring additional private investment into neighboring properties. The following can help create the ideal conditions for private investment:

   - Ensure zoning that facilitates investment
   - Provide public infrastructure to support private investment
   - Identify properties ripe for redevelopment
   - Provide a streamlined development review process that eliminates unnecessary delays and reduces uncertainty from discretionary and subjective review processes

5. **Attract quality businesses to the city.**

   Business attraction efforts focus on building relationships with property owners, brokers, leasing agents, retailers, and developers to fill vacant commercial properties with new businesses that meet community needs. Efforts also include attending economic development conferences and conventions, marketing Orange as an attractive place to do business, and staying abreast of changes in the retail sector.

   Targeted Business Sectors:
   - Hotel
   - Big Box Retail

- Auto Dealers
- Cultural and entertainment amenities

6. Promote Orange as a destination for visitors.

Orange is located in Orange County, one of the premier visitor destinations in the world. Orange hotels are considered part of the Disneyland hotel market, which serves the Disney Resort, Anaheim Convention Center, Anaheim Stadium, and Honda Center. The Outlets at Orange and Old Towne Orange are popular amenities for visitors to the area.

- Outreach to Orange hotels to explore the creation of a Tourism Improvement District (TID) to provide funding for tourism promotion and placemaking improvements in visitor areas
- Continue to collaborate with OCTA and ATN to develop transportation solutions to support visitors and residents in Uptown and Old Towne Orange
- Deepen partnerships with the Orange Chamber of Commerce, City of Anaheim, and Visit Anaheim to benefit Orange's visitor-serving businesses
- Create a vision, place branding, and place making to develop a visitor-focused district on West Katella Avenue that is complimentary to the OC Vibe and OC Riverwalk developments
- Work with the Orange Police Department and Code Enforcement to ensure that they have sufficient resources to keep visitor-serving areas safe and attractive
- Ensure that Public Works has sufficient resources to build and maintain infrastructure to support development in visitor-serving areas

7. Provide housing at all income levels while preserving the character of existing neighborhoods.

Adequate housing supply is an important economic development driver as it ensures that businesses have the workers and customers that they need to be successful. The following policies support housing development:

- Allow for density where appropriate to address the lack of available land for new housing development
- Provide flexible zoning to allow mixed use developments in commercial and other zones where appropriate, and allow for a wide range of housing products
- Provide a streamlined entitlement and plan review process to facilitate housing development
- Work with the Building Industry Association to ensure that housing permit fees are not an impediment to housing production
- Develop workforce and affordable housing to ensure that enough housing units are developed at every income level

Fiscal Year 2023-24 Action Plan

The following activities are proposed to be completed this fiscal year:

- Convene an Economic Development Forum to better identify Orange's economic development strengths and resources, and discuss additional strategies
- Organize an Economic Development Roundtable to meet regularly and discuss the implementation of this Economic Development Strategy
- Meet with Orange hotels to discuss interest in establishing a Tourism Improvement District (TID) and present a report to City Council with policy options to promote Orange as a visitor destination
- Identify tools to finance infrastructure and other improvements to Uptown Orange, Tustin Street and other major commercial corridors
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- Explore the development of a Shop Local program in partnership with the Orange Chamber of Commerce
- Continue to work with ATN and the Orange Chamber of Commerce on a microtransit service for Old Towne
- Continue to work with OCTA on a circulator service to connect Uptown Orange, South Main Street, and Old Towne
- Conduct outreach to Old Towne businesses regarding the design and implementation of parking management solutions
- Request proposals for City Council consideration to create a vision, place branding, and place making for a resort district on West Katella Avenue that is complimentary to OC Vibe and OC Riverwalk

Agenda Item

City Council

Item #: 7.2. 10/24/2023 **File #:** 23-0666

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

THRU: **Tom Kisela, City Manager**

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

1. SUBJECT

Agreement with Dixon Resources Unlimited for Professional Services related to the Old Towne Smart Parking Program Development and Implementation Project.

2. SUMMARY

The consultant will be developing parking policy options for a sustainable parking program in Old Towne. The scope of work includes the determination of specific smart infrastructure that would be compatible with the City's needs, how best to phase their deployment, optimal fee structures for paid parking should that be implemented, and other supplemental funding mechanisms that may be beneficial for addressing long-term parking needs. The consultant will also lead the effort to build consensus among affected business owners.

3. RECOMMENDED ACTION

1. Approve the contract with Dixon Resources Unlimited in the amount of $54,040 for consulting services related to the Old Towne Smart Parking Program Development and Implementation Project; and authorize the Mayor and City Clerk to execute on behalf of the City.

2. Authorize $8,100 (15%) of the contract amount for contingency purposes.

4. FISCAL IMPACT

The total expenditure for this agreement is $62,140, including a 15% contingency, and will be funded in the Evaluation of Smart Parking Devices For Old Towne Project (20522) through Parking In Lieu (555), expenditure account 555.5031.56100.20522.

5. STRATEGIC PLAN GOALS

1. Provide for a safe community
   b. provide and maintain infrastructure necessary to ensure the safety of the public.

2. Be a fiscally healthy community
   d. effectively manage and develop City assets.

6. DISCUSSION AND BACKGROUND

Purpose and Background

As Old Towne Orange becomes more of a destination, the need and opportunity to implement parking policy changes is becoming increasingly evident. And while the recent Old Towne Parking study indicated a current overall parking surplus, the shortage of parking in central areas, desire to increase economic potential, and recent state legislation has accelerated the need to address parking in downtown.

Key takeaways from the recently completed Old Towne Parking Study (April 2023) included: an existing parking imbalance (spaces are generally only available farther from the Plaza;) future parking shortfall; high costs of constructing additional parking supply (beyond the 160+ spaces that could be constructed on Grand Street over the old Fire Station headquarters;) and a recommendation to implement smart parking technologies to address the above. Also recommended in conjunction with smart parking was considering the implementation of paid parking strategies and exploring other funding mechanisms that can finance parking infrastructure projects. Doing so can help the City more effectively manage growing parking demand and increase access to local businesses while also providing revenue for operating and capital needs.

Smart Parking Technology

Smart parking technologies can optimize the use of existing facilitates and, at the same time, facilitate revenue generation that can be reinvested into the parking infrastructure. These technologies can affect substantial change in how parking facilities are utilized and transform the dynamic of an area. Thus, they often serve as the cornerstone of many successful municipal parking programs across the country. Among other capabilities, smart parking systems can:

- provide flexibility in communicating real-time information to visitors regarding locations of available parking supply.
- simplify implementation and enforcement of paid parking, if so desired.
- allow for variable fee rates that can be set based on times of day (demand.)
- be compatible with mobile device apps so that everything is “at the fingertips”.
- significantly enhance mobility by linking to future app-based transit services, including micro transit, for all-in-one service. Potentially, one could use a single app to find a parking space, make a payment, and hail a ride to their destination.
- have phased deployments based on capital availability and/or parking demand management needs.

Consultant Scope of Work

The consultant will develop an Old Towne Smart Parking Program, providing a road map for potential parking policy changes that are built around smart parking technologies.

Because such parking programs can potentially affect many business stakeholders, some of which may have both overlapping needs and competing interests, stakeholder engagement is critical in

building consensus. The consultant, with support from the City Manager's Office and the Public Works Department, will be responsible for conducting a multi-pronged outreach effort that tailors a parking program to the merchants' expressed needs and objectives. Among other responsibilities, the consultant will host and organize meetings, present information, obtain input, develop strategies, and build the necessary consensus.

With the stakeholders' goals in mind, the consultant will assist the City in developing feasible options for smart parking equipment. There are many vendors and products in the marketplace, each with strengths and weaknesses, and all having different levels of compatibility with the City's needs. From appearance to functionality, the consultant will help narrow down appropriate products and develop alternatives for phasing deployments, including determination of associated capital outlay and maintenance and operation costs.

In addition, the consultant will analyze parking rate structures, including using financial models to determine revenue generation potential, as well as corresponding impacts to parking demand and distribution. Moreover, the consultant will evaluate cooperative options/funding mechanisms for supplementing operational costs and/or subsidizing the capital costs of enhancing the public parking supply.

Lastly, the consultant will document the components of the Old Towne Smart Parking Program in a report that will be presented to the City Council.

Procurement Process

To engage the expertise of consultants who have successfully developed/implemented parking programs for other agencies, the City issued a request for proposals (RFP 23-24.09) on August 31, 2023. As of the September 28 deadline to submit, three proposals were received, two of which were responsive to the requirements of the RFP.

A three-member selection committee was assembled to evaluate the proposals based on the following criteria:

- Project Understanding
- Experience with Similar Projects
- Clarity of Proposal/Organization and Schedule
- Thoughtfulness in Addressing Requirements
- Approach
- Cost

After evaluating the responsive proposals, the committee selected Dixon Resources Unlimited. The Dixon proposal was concise and comprehensive, with the company having demonstrated success on similar projects for other California cities. In addition, Dixon's cost proposal represents the best value to the City, and its team members have been involved in all phases of parking system planning, design, operations, and financial analysis, including public outreach. Moreover, they are recognized as industry leaders and have a track record of satisfied municipal clients.

If approved, the agreement would be for $54,050 plus a 15% contingency of $8,100, totaling

$62,150.

7. ATTACHMENTS

- Professional Services Agreement with Dixon Resources Unlimited

Agenda Item

City Council

Item #: 7.2. 10/24/2023 **File #:** 23-0666

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

THRU: **Tom Kisela, City Manager**

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

1. SUBJECT

Agreement with Dixon Resources Unlimited for Professional Services related to the Old Towne Smart Parking Program Development and Implementation Project.

2. SUMMARY

The consultant will be developing parking policy options for a sustainable parking program in Old Towne. The scope of work includes the determination of specific smart infrastructure that would be compatible with the City's needs, how best to phase their deployment, optimal fee structures for paid parking should that be implemented, and other supplemental funding mechanisms that may be beneficial for addressing long-term parking needs. The consultant will also lead the effort to build consensus among affected business owners.

3. RECOMMENDED ACTION

1. Approve the contract with Dixon Resources Unlimited in the amount of $54,040 for consulting services related to the Old Towne Smart Parking Program Development and Implementation Project; and authorize the Mayor and City Clerk to execute on behalf of the City.

2. Authorize $8,100 (15%) of the contract amount for contingency purposes.

4. FISCAL IMPACT

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building consensus. The consultant, with support from the City Manager's Office and the Public Works Department, will be responsible for conducting a multi-pronged outreach effort that tailors a parking program to the merchants' expressed needs and objectives. Among other responsibilities, the consultant will host and organize meetings, present information, obtain input, develop strategies, and build the necessary consensus.

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If approved, the agreement would be for $54,050 plus a 15% contingency of $8,100, totaling

$62,150.

7. ATTACHMENTS

- Professional Services Agreement with Dixon Resources Unlimited

PROFESSIONAL SERVICES AGREEMENT
[Old Towne Smart Parking Program Development Services]

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made at Orange, California, on this _____ day of _____, 2023 (the "Effective Date") by and between the CITY OF ORANGE, a municipal corporation ("City"), and DIXON RESOURCES UNLIMITED, 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.

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

2. Compensation and Fees.

a. Contractor's total compensation for all services performed under this Agreement, shall not exceed FIFTY-FOUR THOUSAND FIFTY DOLLARS and 00/100 ($54,050.00) 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.

c. In addition to the scheduled services to be performed by the Contractor, the parties recognize that additional, unforeseen work and services may be required by City' s Project Manager. In anticipation of such contingencies, the sum of EIGHT THOUSAND ONE HUNDRED DOLLARS and 00/ 100 ($8,100.00) has been added to the total compensation of this. Agreement. City' s Project Manager 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 City' s Project Manager 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 an Amendment to Agreement 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 City' s Project Manager. Any and all additional work and services performed under this Agreement 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 City' s Project Manager prior to the commencement of such services.

d. The total amount of compensation under this Agreement, including contingencies shall not exceed SIXTY-TWO THOUSAND ONE HUNDRED FIFTY and 00/ 100 ($62,150.00).

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

17. Indemnity.

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

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

(2) Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission other than a professional act 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 ($1,000,000.00) 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 ($1,000,000.00); 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. Contractor shall maintain during the life of this Agreement professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a minimum limit of One Million Dollars ($1,000,000.00) per claim. Contractor agrees to keep such policy in force and effect for at least five (5) years from the date of completion of this Agreement.

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

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

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

licensed or admitted to conduct business in California so long as such insurer possesses the aforementioned Best rating.

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

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

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

19. Termination. City may for any reason terminate this Agreement by giving Contractor not less than five (5) days' written notice of intent to terminate. Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise. Upon the termination of this Agreement, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with 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"
Dixon Resources Unlimited 3639 Midway Drive, Suite B345 San Diego, CA 92110 Attn.: Julie Dixon, President	City of Orange 300 E. Chapman Avenue Orange, CA 92866-1591 Attn.: Larry Tay
Telephone: (213) 716-6933 E-Mail: julie@dixonresourcesunlimited.com	Telephone: (714) 744-5534 E-Mail: ltay@cityoforange.org

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

[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"**
DIXON RESOURCES UNLIMITED, 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 Senior Assistant City Attorney

***<u>NOTE</u>: City requires the following signature(s) on behalf of the Contractor:**

-- **(1) the Chairman of the Board, the President or a Vice-President, <u>AND</u> (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. <u>OR</u>**

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

√

EXHIBIT "A"

SCOPE OF SERVICES

[Beneath this sheet.]

DIXON
RESOURCES UNLIMITED

Proposal

Old Towne Smart Parking Program Development and Implementation

RFP 23-24.09
City of Orange
September 28, 2023

Prepared by Dixon Resources Unlimited

Section 1. Transmittal Letter

September 28, 2023

Larry Tay, City Traffic Engineer
City of Orange Public Works Department - Traffic Division
300 E. Chapman Avenue
Orange, CA 92866

Dear Mr. Tay,

Dixon Resources Unlimited (DIXON) is pleased to submit this proposal to the City of Orange (City) to assist with the Old Towne Smart Parking Program Development process and to develop a Parking Technology Implementation (Plan). This project fits our unique niche, and we offer a full suite of parking and mobility consulting services that can support the City in developing a smart technology plan.

We have a deep understanding of the challenges faced by the City. Currently, we are supporting the City of Seal Beach as they navigate the consideration and potential implementation of paid parking on Main Street. Similarly, we are supporting the City of Modesto as we prepare the community to advance their parking management solution. Neither of these are easy endeavors, however, this is where DIXON thrives.

Our clients will tell you that we understand the importance of balance and community engagement when identifying the solution that will work for Orange. We have and continue to provide consulting support services throughout Orange County including the cities of Seal Beach, Costa Mesa, Tustin, Anaheim, Laguna Beach, Newport Beach, and Santa Ana. Our team also supports some of the largest smart parking technology programs in the US, including Los Angeles (CA), San Francisco (CA), and Denver (CO). We understand how to maximize performance with incremental investments.

DIXON was founded with the goal of supporting municipal parking programs and to make parking easy, convenient, and accessible. We develop customized, right-sized, strategic, data-driven recommendations, based on the specific and unique needs of the communities that we serve.

We have supported many award-winning California parking programs, due in large part to the concerted partnerships we form with our clients that involve innovation and optimized solutions that enable sustainable, technology-integrated parking programs. For our dedication to supporting and advancing the parking industry, DIXON was recently recognized by the International Parking & Mobility Institute (IPMI) as a *2023 Organization of the Year*.

Our clients will assure you that we care about the communities that we serve, and we deliver beyond their expectations. We are available to begin work immediately upon notice to proceed from the City.

DIXON is a California-certified Disadvantaged Business Enterprise (DBE), Small Business Enterprise (SBE), and Women-owned Business Enterprise (WBE) consulting firm.

I, Julie Dixon, am the Principal Consultant and will serve as the designated contact for this proposal, with the legal authority to bind the company, and I acknowledge receipt of Addendum #1.

Sincerely,

Julie Dixon, President
julie@dixonresourcesunlimited.com
(213) 716-6933

Dixon Resources Unlimited
3639 Midway Drive Suite B345
San Diego, CA 92110

DIXON
RESOURCES UNLIMITED

Section 2. Table of Contents

Section 1. Transmittal Letter 1

Section 2. Table of Contents 3

Section 3. Project Team 4

Organizational Chart 4

Section 4. Experience and References 5

Firm Description and Qualifications 5

Industry Recognitions 5

Municipal Track Record & Industry Best Practices 6

Project References 7

Section 5. Technical Proposal 10

Project Understanding 10

Technical Approach 10

Scope of Work 11

Task 1. Project Management 11

Task 2. Parking Technology Assessment 11

Task 3. Develop Rate Structure 12

Task 4. Stakeholder Engagement & Public Input 13

Task 5. Parking Technology Implementation Plan 14

Project Schedule 15

Section 6. Optional Services 16

Task 6. Solicitation and Procurement Support Services (Optional) 16

Section 7. Cost Proposal 17

Cost Proposal 17

Optional Services Cost Proposal 18

Appendix A. Project Team Resumes 19

Section 3. Project Team

Organizational Chart

DIXON will customize our approach and tailor our team configuration to best support the City and all project deliverables. Our organization structure is provided here, with our firm's Principal Consultant, Julie Dixon as the Project Lead. Julie will oversee high-level communication with City staff and elected officials, will provide a final review of all project deliverables, and will coordinate community engagements and presentation materials.

The remaining work will be supported by our California Project Team. Senior Associate Ben Verdugo will be the Project Manager. Ben will be responsible for day-to-day communications with City staff and will direct task-based work assignments for the Project Team, which will include support from our Associate and Junior Associate Consultants who will assist the team in conducting research, review, report writing, and revision, depending on the task. We will not hesitate to dedicate the required staff to achieve the City's objectives for this project. DIXON does not forsee the use of any subconsultants for this project.

Section 4. Experience and References

Firm Description and Qualifications

Dixon Resources Unlimited is a California-based parking consulting firm that was incorporated in 2012. We have extensive knowledge and hands-on experience with the solicitation, development, deployment, operation, and maintenance of solutions ranging from municipal parking programs to automated enforcement systems. Over the past 11 years, DIXON has been responsible for establishing policies, defining objectives, and delivering initiatives for municipalities of all sizes, with a concentration on cities throughout Orange County.

With over 30 years of parking and transportation management experience, Julie Dixon founded DIXON with the direct goal of supporting municipal parking programs. We consider ourselves to be "Parking Coaches" because we offer best-in-class municipal parking solutions across a broad spectrum, including:

Policies and Planning	Parking Data	Operations
Operational Audits	Parking Studies	Staffing Assessments
Implementation Plans	Data Collection	Citation Management
Municipal Code Updates	Data Analysis	Revenue Reconciliation
Community Outreach	Heat Maps	Permit Management
Financial Projections	Financial Reporting	RFP Specifications
Council Presentations	Integrations	Procurement Support

Based on industry awareness and familiarity with parking technology and current developments, DIXON has been sought for feedback and direction from parking programs both nationally and globally. Our knowledge of parking processes, policy, technology, and service solutions provides a measurable benefit to our customers.

Industry Recognitions

DIXON was recently recognized as a *2023 Organization of the Year* by the International Parking & Mobility Institute (IPMI) for our extensive contributions to the parking and mobility industry and the exemplary service we provide to our clients.

In the past few years, DIXON has helped transform many projects into award-winning parking programs, including:

California Mobility & Parking Association

2018 Parking Program of the Year:
City of San Leandro

2019 Parking Program of the Year:
City of Laguna Beach

2022 Parking Program of the Year:
City of Paso Robles

Parking Today

2019 Innovative Use of Technology:
City of Seal Beach

2020 Excellence in Technology and Innovation for On-Street Parking:
City of Paso Robles

These were hands-on collaborative projects that leveraged community engagement and staff participation in order to customize a solution that worked for that community. Recognitions like these are the result of cooperative partnerships that involve data-driven decision-making, public input, and customized solutions to develop sustainable parking operations supported by turnkey parking technologies and integrations.

Municipal Track Record & Industry Best Practices

DIXON has acquired an impressive client list and the table below highlights some of our notable projects and regional experience:

AK	Juneau	CA	San Francisco (SFMTA)	MT	Whitefish
AR	Little Rock	CA	San Leandro	NE	La Vista
AZ	Tempe	CA	Seal Beach	NJ	Atlantic City
CA	Anaheim	CA	Santa Ana	NJ	Princeton
CA	Berkeley	CA	Tustin	NM	Albuquerque
CA	Beverly Hills	CO	Denver	NV	Las Vegas
CA	Costa Mesa	CT	New Haven	OH	Columbus
CA	Downey	CT	Stamford	OR	Beaverton
CA	Laguna Beach	FL	Fort Lauderdale	OR	Portland
CA	Los Angeles (LADOT)	FL	Tallahassee	TX	Dallas
CA	Napa	HI	Maui	TX	McKinney
CA	Newport Beach	ID	Boise	UT	Park City
CA	Norwalk	ID	Ketchum	UT	Springdale
CA	Oceanside	IL	Oak Park	WA	Spokane
CA	Pasadena	MI	Ann Arbor	WA	Vancouver
CA	Paso Robles	MI	Birmingham	WI	Milwaukee

The number of projects that we have and continue to support demonstrates the scale of the impact that we have made. DIXON stays engaged with all its clients, and we continue to provide guidance and direction to City staff when needed—an additional level of personalization that makes a significant difference to our customers.

Due to our wide range of clientele and breadth of smart parking technology experience, we are exceptionally knowledgeable about industry best practices related to on- and off-street parking operations, policies, codes, management, staffing, training plans, compliance, enforcement, permit and citation management systems, technical specifications, emerging parking technology and current solutions, long-term strategic planning.

Additionally, we have managed implementations of various technology solutions ranging from paid parking equipment, mobile payment applications, License Plate Recognition (LPR) systems, and virtual permits and validations for on- and off-street applications. Our implementation and project management expertise sets our firm apart from the competition. DIXON has operated in an implementation management role for a multitude of municipalities including Seal Beach (CA), Costa Mesa (CA), San Francisco (CA), San Leandro (CA), Park City (UT), and Spokane (WA).

Project References

California, Seal Beach

- Parking Consulting & Ongoing Parking Project Management
- May 2017 - Present
- Project Lead: Julie Dixon

The City of Seal Beach hired DIXON in May 2017 to provide ongoing consulting and project management for the City's parking program. Seal Beach staff recognized the need for an overhaul of its parking operation, including community outreach, technology refresh, and parking policy assessment, and lacked the dedicated parking management staff to manage these projects.

The City has retained DIXON as the Interim Parking Manager, tasked with the ongoing optimization of the parking program and responsible for facilitating the implementation of new technology, streamlining the permit management process, ongoing policy updates and supporting community engagement/education efforts.

In 2019, *Parking Today* awarded the City the "Innovative Use of Technology" Award. With DIXON's support, the City achieved a first-of-its-kind end-to-end integration of vendors.

In 2020, DIXON worked directly with the Police Department on a parking enforcement staffing and optimization project that allowed the City to close the jail and transition existing personnel to parking enforcement duties. Along with this justification and financial analysis, DIXON helped to transition all parking management to the Police Department which included the implementation of a virtual parking permit program and a turnkey license plate-based integrated parking management system.

DIXON continues community outreach and provides ongoing support as the City's interim parking manager. DIXON develops monthly occupancy reports and heat maps utilizing LPR data, monitors occupancy trends, enforcement performance monitoring, and generates ongoing financial reports. Currently we are supporting the Parking Ad Hoc Committee as the City Council considers the expansion of paid parking to Main Street in Old Town.

To support a CA Coastal Development Permit application that would change the City's beach parking lots rate structure and extend the hours of paid parking, DIXON has conducted a regional rate comparison, expanded parking occupancy monitoring, and has gathered other supporting information, such as micro-mobility shuttle proposal for grant submission. DIXON recently completed a signage enhancement plan for the City's downtown and beachfront lots which simplified wayfinding and lot regulations.

Nick Nicholas, Captain, Seal Beach Police Department
911 Seal Beach Blvd, Seal Beach, CA 90740
(562) 799-4100 x1160, nnicholas@sealbeachca.gov

California, Newport Beach

- Comprehensive Consulting Services
- December 2012 – December 2022
- Project Lead: Julie Dixon

In December 2012, DIXON was awarded a professional service agreement with the City of Newport Beach to provide parking consulting services. The goal of the project was to review, analyze, and provide recommendations regarding the City's parking lots, parking permits, parking meters, parking enforcement procedures, and pilot technology programs.

Analysis of the City's overall parking program kicked off immediately. DIXON completed an evaluation of the parking meter program, focusing on counting and collection operations, and provided technology solution recommendations. This phase was followed by a review of parking lot operations. Due to DIXON's ability to efficiently complete both assessments and provide targeted recommendations, the City was able to implement new technology systems prior to the beginning of peak summer season.

A broader assessment of the Newport Beach parking program led to the development of a parking technology roadmap for both short-term and long-term parking and revenue goals. The primary objectives included improvements to enforcement and citation management services as well as the expansion of the City's permit parking program. DIXON converted the assessment findings into RFP specifications for a permit and citation management vendor. Tailored to the specific needs of Newport Beach, the RFP included hardware specifications, future integration requirements, and processes for Coastal Commission review. The solicitation resulted in the successful implementation of a turnkey service provider.

In order to implement a citywide residential permit parking (RPP) program, we recommended that the City first implement Pay by Plate and LPR technology. Together, these technologies provided the foundation for a digital permitting system. Next, we supported the development and release of the citation processing/permit management RFP. By taking the process step by step and leading the City through each project phase, DIXON enabled the success of Newport Beach's citywide residential permit parking program.

The City of Newport Beach is an excellent example of how DIXON provides "Parking Coach" support. We developed long-range plans that encouraged the City to invest in incremental solutions to achieve an integrated parking program.

Evelyn Tseng, Revenue Manager
100 Civic Center Drive, Newport Beach, CA 92660
(949) 412-4293, etseng@newportbeachca.gov

California, Paso Robles

- Parking Action Plan & Parking Management Implementation
- March 2018 – August 2023
- Project Lead: Julie Dixon

After completing parking studies in 2002, 2008, and in 2018, the Paso Robles community could still not come to a consensus on how to address the lack of convenient customer parking in the downtown core. The community was seeking a creative solution that would prioritize customer service without sacrificing the small-town charm – and this is exactly what DIXON accomplished. In March 2018, the City commissioned DIXON to complete a Downtown Parking Assessment. We conducted extensive community outreach, facilitating steering committee meetings, going door-to-door to speak with stakeholders, and attending outreach events.

Based on the findings, DIXON developed a Parking Action Plan to address the current and long-term parking challenges. The City adopted the Plan in June 2018 and retained DIXON to assist throughout the implementation process. As an initial step, DIXON helped to future-proof the language in the parking municipal codes. Before determining the on-street policies, we developed an off-street Employee Parking Permit (EPP) pilot program and monitored compliance over a six-month pilot utilizing LPR. The pilot data results revealed the need to introduce on-street policies to manage the employee parking impacts, and this led to the development of a creative "Customer Value" paid parking rate model that allows a period of free parking, similar to a time limit, followed by an hourly rate, all managed and monitored by the license plate.

Community feedback, ongoing parking utilization data collection, and a review of sales tax data revealed that the paid parking program was a grand success. Since then, a Downtown Parking Advisory Commission (DPAC) has been established to regularly provide input and feedback to the Council regarding the City's parking program.

Since the launch of the City's paid parking program, on-street parking availability has improved and many of the downtown business owners have reached out to thank the City. Even during the pandemic, DIXON assisted the City by expanding paid parking into the evenings and weekends. This program was so successful due to the support of data which confirmed the need for additional hours. DIXON supports the city by providing quarterly occupancy reports, guiding its senior permit program, overseeing its parklet program, and evaluating the preliminary financial feasibility of a shuttle program and new garage. The City of Paso Robles Parking Program was recognized with the 2020 Parking Today "Excellence in Technology and Innovation for On-Street Parking" award.

Donna King, Parking Coordinator
900 Park Street, Paso Robles, CA 93446
(805) 227-7486, dking@prcity.com

Section 5. Technical Proposal

Project Understanding

We have assessed, designed, built, and operated many successful parking programs in Southern California and around the country. Our experience and operational understanding of the details involved provides a unique perspective unlike any other consulting firm. We are proud to call ourselves technology experts, as are intimately familiar with the vast number of parking technology services and solutions available today.

Parking technology has grown at an amazing rate. New and emerging solutions appear every year and we are adept at researching and understanding the various technologies, systems, services, providers, and operators that may provide turnkey solutions to our clients. We are technology agnostic we recommend solutions based solely on the capabilities and integration capacity of vendor software and hardware.

DIXON is experienced in developing implementation plans and parking technology roadmaps within limited budgets, and we are well aware of the budgetary limitations that municipalities typically must operate within. Many of our Senior Associate staff come from municipal parking management backgrounds, meaning they know what needs to be considered when recommending smart parking technologies. Our team is currently working with the City of Napa (CA) to prepare a rolling implementation of downtown paid parking and congestion management strategies. Similar methodology can be applied in Orange, and we can develop an implementation timeline that includes an incremental plan.

Technical Approach

For this project, we will start with a full review of the Old Towne Parking Study conducted earlier this year, examine the recommendations contained within, then conduct an on-site parking technology assessment to gather site context and deepen our understanding of the City's current conditions and demand for paid parking. We can then coordinate smart parking vendor technology demos for City staff and stakeholders, which will allow participants to understand the range of options and capabilities available today.

Our team regularly prepares financial modeling, rate comparisons, and cost projections for our multiple clients, and we can leverage our Financial Modeling Workbook to identify economically feasible market rates for the City's on- and off-street locations.

We are excellent at facilitating stakeholder engagement, community meetings, and public input campaigns, and we routinely receive positive feedback from our clients about our inclusiveness and accommodation for all stakeholder groups. We will then prepare a customized Parking Technology Implementation Plan (Plan) that leverages our collective experience and incorporates a phased deployment approach that can scale with the size of the City's paid parking operation over time.

Scope of Work

The following workplan details the technical approach, methodology, specific tasks, and associated deliverables that our team will perform.

Task 1. Project Management

Our team will work closely with designated City staff to support a collaborative project management approach. Our team will schedule a project kickoff meeting and bi-weekly meetings with the designated City staff to provide project updates, collaborate, and address challenges. Additional meetings may be scheduled, as required.

Task 1.1 Kick-off Meeting. The initial virtual project kick-off meeting will allow our team to refine and confirm the scope of work, present an outline of the proposal for the Study, prioritize objectives and tasks, finalize the schedule and timeline for milestone deliverables, and introduce key internal stakeholders to our team.

Task 1.2 Project Management and Bi-weekly Meetings. We will conduct virtual bi-weekly project meetings with designated City staff for the duration of the project. Our team will provide meeting agendas addressing the project schedule, budget status, highlighting complications and corrective measures, and the project's next steps.

Task 1.3 Document Sharing and Coordination. During the kick-off meeting, our team will request project-relevant documents. To facilitate document sharing, our team will establish a shared project folder (such as Dropbox, Google Drive, SharePoint, or similar) so that City staff can provide relevant documentation for our review. We will maintain this folder throughout the project to keep all files organized and accessible.

Task 2. Parking Technology Assessment

We have played a key role in evaluating and supporting all aspects of parking and mobility programs, including on-street and off-street parking operations, parking demand and occupancy studies, parking technology assessments and roadmaps, the solicitation and implementation of new and emerging parking technologies, and the development of comprehensive, long-term parking management plans.

Task 2.1 Background Materials and Document Review. Our team will review all relevant municipal codes, policies, and reports, previous parking studies, including the 2023 Old Towne Parking Study. We will request and review all available parking inventory and asset information, including, on- and off-street locations, associated parking equipment and infrastructure, existing parking inventory counts and maps with associated restrictions, time limits, hours of operation, and rate information, curb usage information, including loading zones, and any existing utilization data able to be provided by the City. We will meet with City staff to assess the timeline for current and planned Capital Improvement Projects and commercial and residential developments that may have an impact on parking supply in Old Towne.

Task 2.2 On-site Existing Conditions Assessment. We will coordinate an on-site visit to assess the current condition of Old Towne parking areas, including on- and off-street

public parking locations. We will document and review observed utilization of on- and off-street parking locations, including permit and time-limited spaces, existing parking signage, guidance, and wayfinding, and we will record observed compliance, enforcement systems and practices, and congestion of parking areas within the downtown parking areas.

Task 2.3 Vendor Technology Demos. With our considerable experience assessing and deploying parking technology across the US, we can coordinate vendor technology demos for right-sized, turnkey solutions for the City. These vendor technology demos will allow City staff and stakeholders to get hands-on experience with the most current equipment and services available in the industry, without the upfront capital costs. These demonstrations can be held remotely to allow a broad range of stakeholders the opportunity to gather feedback and understand the capabilities of current vendor services and technology solutions.

Task 2.3 Outline Plan Recommendations. During our on-site visit we will begin to document and outline initial technology and implementation recommendations, to be refined and included in a draft Parking Technology Implementation Plan. Our initial recommendations will include assessment of, but not limited to, the following: customization potential for services, software, hardware, aesthetics, capital and ongoing costs, integrations with app-based payment systems, digital wayfinding, permit management, license plate recognition (LPR) systems, permit and citation management systems, flexibility in rate management, including scheduled and demand-based rate updates, maintenance and reliability, compatibility with new, emerging, and future parking technology, efficiency and effectiveness, and industry best practices.

Task 3. Develop Rate Structure

Our team has a wealth of experience in assessing parking rates and fees. Our assessment of rate structures and associated financial modeling involves an evaluation of the structure and management of the City's current parking program. Our team will compare pricing and rate options, explore incentive programs, and forecast potential parking revenues and expenditures. We create parking revenue management strategies and recommendations based on a cost-neutral or budget-conscious approach, and include an assessment of potential cost-recovery, where appropriate

Task 3.1 Parking Rate Analysis. DIXON will analyze the City's current parking policies and programs and provide a recommended fee structure, based on current industry trends and best practices. Proposed rate structures for on- and off-street public parking locations may utilize different management strategies, including demand-based, congestion management, seasonal, tiered, fixed, or flat rate parking rate models.

Task 3.2 Rate Comparison and Financial Modeling. We will develop a Financial Modeling Workbook to compare parking rates and analyze the potential impacts of potential rate adjustments. Our analysis will also consider the effects of possible incentive programs, including but not limited to, merchant validation and employee

parking programs, potential mechanisms for cost-recovery, and capitalizing untapped revenue generating opportunities, to help subsidize the improvement and expansion of the City's parking program over time.

Task 3.2 Parking Management Strategies Assessment. As part of our overall financial modeling, we will evaluate alternative parking management strategies, such as the establishment of a Parking Benefit District and the use of public/private Shared Parking Agreements. Strategies like these have been effectively utilized throughout California to help subsidize municipal parking operations, fund capital expenditures, investment, and improvement for parking and transportation programs, as well as to help supplement public parking supply in heavily congested parking areas. We will leverage our unique and extensive experience, working with cities that have successfully employed such strategies, and evaluate the potential of opportunities found within Old Towne.

Task 4. Stakeholder Engagement & Public Input

Stakeholder engagement and public input are two of DIXON's specialties and our team excels in achieving open, consistent, and invaluable public discourse. Our team knows that the road to consensus for implementing a smart parking program is a long one, and we believe community buy-in during program development is critical to the initial and long-term success of the program. Our experiences demonstrate that the inclusion of a broad range of stakeholders is integral to the process. We have coordinated customized public input campaigns employing personalized engagement strategies, including door-to-door canvasing, knock-and-talk surveys, and targeted, online surveys accessible by a wide range of community members. We routinely receive excellent feedback from our clients and City Councils who are impressed with our incredibly high level of engagement, investment, and involvement with stakeholder groups. Our heavy presence in Southern California will allow our team to easily accommodate a variety of public input opportunities to build consensus within the community, including in-person public meetings, forums, town halls, and workshops.

Task 4.1 Develop Public Participation Plan. Our team will collaborate with the City to develop a Public Participation Plan that provides transparency and inclusion with a broad range of stakeholders and a framework for gathering public feedback and providing education about the project, which will be especially important as the City considers implementation of paid parking in various areas. We will work with the City to identify and refine stakeholder groups for this project, which may include internal groups such as City staff, administration, and elected officials, and external groups, such as property and

Julie Dixon moderating a discussion with parking stakeholders.

business owners, residents, organizations, institutions, visitors, and others who have a stake in the future of the City's parking programs. The Public Participation Plan will include general strategies for engaging with identified stakeholder groups, including public input opportunities such as digital surveys, in-person and virtual community meetings, focus groups, community workshops, and forums.

Task 4.2 Stakeholder Meetings. Our team will work with stakeholder groups to identify their unique challenges, needs, and goals. We will coordinate a total of three (3) on-site stakeholder meetings to identify stakeholder concerns, challenges, and goals, to gather public input, feedback, and consensus, and to refine Implementation Plan recommendations based on community willingness. DIXON will coordinate with City staff to develop presentation materials and graphics for stakeholder meetings.

Task 4.3 Online Public Input Survey. DIXON will coordinate with the City to support (1) online public input survey. The digital survey may be designed to gauge overall satisfaction with the current parking program, collect suggestions for improvements, gather public input and feedback on draft Plan recommendations, and seek consensus from the community. The City's website, newsletters, social media, and other communication tools will be used to advertise this engagement opportunity.

Task 5. Parking Technology Implementation Plan

DIXON will develop a Parking Technology Implementation Plan (Plan). The Plan will summarize key findings and results from previous Tasks. The Plan will identify and provide the analysis behind a series of strategic recommendations and implementation plan strategies for the City's parking and mobility program needs, in both near-term and long-term planning horizons.

In developing our recommendations, we will utilize industry best practices and leverage our experiences with other municipalities in Southern California and around the country. Our recommendations will incorporate public input gathered during community engagement opportunities, and will include, but are not limited to, the following areas:

- Recommendations on parking systems, solutions, equipment, and deployment steps necessary to manage the City's parking assets efficiently and effectively.
- Use of parking technology to allow for real-time reporting, data-collection, and ongoing parking utilization data collection to support regular data-driven policy adjustments.
- Cost estimates and baseline quantities necessary to implement the system and technology recommendations contained within Plan.
- Results of the Financial Modeling, providing forecasted parking revenue and expenditures, including upfront capital and ongoing costs.
- Parking rate, structure, and management strategies to help fund parking program improvements over time.
- Opportunities to utilize public-private Shared Parking Agreements to supplement existing public parking supply and mitigate parking congestion or

establish a Parking Benefit District to help fund parking-related capital improvements.

- Suggested technology roadmap and workplan, including implementation phases, key milestones, phase advancement triggers, and performance metrics that may be utilized to implement the recommendations contained within the Plan.

Task 5.1 Draft Parking Technology Implementation Plan. Our team will consolidate results from the Parking Technology Assessment (Task 2), Financial Modeling (Task 3) and Stakeholder Engagement and Public Input (Task 4) to develop a comprehensive draft Plan.

Task 5.2 Draft Plan Presentation. We will circulate a draft Plan to City staff and stakeholders to gather input. We will then incorporate that feedback into a revised, final Parking Technology Implementation Plan.

Task 5.3 Final Plan Presentation. DIXON is prepared to present the final Parking Technology Implementation Plan at an Orange City Council meeting for final review and Plan adoption.

Project Schedule

The following timeline describes the estimated time required to complete each task and an approximate date for the completion of each milestone deliverable:

Task	Oct-23				Nov-23				Dec-23				Jan-24				Feb-24				Mar-24			
Project Kickoff Meeting		■																						
Bi-Weekly Meetings				■		■		■		■		■		■		■		■		■		■		
Background Document Review			■	■																				
On-site Technology Assessment					■																			
Virtual Vendor Demos						■	■	■																
Stakeholder Engagement (In-Person and/or Virtual)					■				■			■			■									
Parking Survey								■	■	■	■													
Parking Technology Implementation Draft Plan											■	■	■	■										
Staff Review of Draft Plan															■	■	■							
Finalize Parking Technology Implementation Plan																		■	■	■	■			
Council Presentation																						■		

Section 6. Optional Services

Task 6. Solicitation and Procurement Support Services (Optional)

DIXON can work with the City to draft an RFP specification for parking technology equipment and services, as needed. Our specifications fit seamlessly into the City's RFP templates. We are experts at drafting technical specifications, identifying objectives, and prioritizing deliverables with defined Service-Level Agreements (SLAs) that are supported by liquidated damages, ensuring that RFP respondents remain accountable to their performance commitments.

We can assist with all aspects of the procurement process. This includes recommendations on phasing, schedule, submission requirements, technical responses to questions from proposers, preparing a pricing comparison matrix, and procurement management tools. We can clarify agreement and business terms, to be incorporated into Key Performance Indicators (KPIs), and we can draft procurement documents in consultation with the City.

Finally, we can help establish a framework through which to fairly evaluate respondents and provide support throughout the proposal evaluation process, including reviewing proposals, preparing for interviews, coordinating vendor technology demonstrations, and coaching for outreach and messaging associated with any new deployment.

Section 7. Cost Proposal

Cost Proposal

This cost proposal is based on a Time & Materials (T&M) approach and addresses all Scope of Work elements defined in the RFP. We are adaptive to the City's needs and will modify the proposed project plans, timelines, and pricing to suit the City's evolving priorities. We will customize our solution to focus on what the City needs to achieve its objectives and to ensure that the tasks are completed within the agreed-upon budget and timing. The budget includes all required travel or related expenses, which are based upon GSA standards and will be billed per City requirements.

DIXON Hourly Rates

Classification	Labor Rate Per Hour
Principal Consultant	$245
Principal Planner	$225
Senior Associate	$175
Associate / Data Analyst	$155
Junior Associate	$115

Detailed Cost Breakdown

The following table details the estimated project cost, broken out by task and includes estimated labor hours for each classification group:

Task	Task & Description	Principal Consultant	Principal Planner	Senior Associate	Associate / Data Analyst	Junior Associate	Total Hours	Labor	Travel	Cost
1	**Project Management**	5	0	12	7	10	34	$5,560	$0	$5,560
2	**Parking Technology Assessment**	8	0	18	18	18	62	$9,970	$300	$10,270
3	**Develop Rate Structure**	4	6	18	24	16	68	$11,040	$0	$11,040
4	**Stakeholder Engagement & Public Input**	21	2	8	14	21	66	$11,580	$900	$12,480
5	**Parking Technology Implementation Plan**	7	6	14	41	22	90	$14,400	$300	$14,700
	Totals	**45**	**14**	**70**	**104**	**87**	**320**	**$52,550**	**$1,500**	**$54,050**

Optional Services Cost Proposal

DIXON is prepared to support an optional service for this project. The total not to exceed costs listed below is an estimate, and should the City wish to pursue this optional task, a final cost proposal will be prepared and provided to the City.

Task	Optional Task Cost Estimate Description	Estimated Cost
6	**Optional Solicitation and Procurement Support** • Scope of Work development support • RFP development • Proposal review and evaluation	**$22,830** *Per Solicitation*

Appendix A. Project Team Resumes

Julie Dixon – Principal Consultant, Project Lead

Julie Dixon is the President and Founder of Dixon Resources Unlimited, a woman-owned business, focused on providing parking consulting services to municipalities. With over 30 years of experience in parking and transportation management, Julie built her firm to provide "best in class" municipal parking solutions across a broad spectrum of areas, including operations management, customer service, enforcement, citation processing, field maintenance, financial reporting, procurement, and integrated solutions.

Julie began her career as the first parking enforcement officer for the Santa Barbara County Sheriff's Department assigned to Isla Vista while completing her bachelor's degree at the University of California, Santa Barbara. As her career path evolved, Julie directed and managed all aspects of various complex transportation programs. Her resume is extensive, and she recently completed her Master of Business Administration degree at Point Loma Nazarene University. Julie has been responsible for establishing policies, defining objectives, and delivering on initiatives for municipalities of all sizes, working at all levels within the administration, enforcement, and adjudication processes, and has been solicited to present at a variety of parking industry events regarding her project experiences. She has extensive knowledge and hands-on experience with the solicitation, development, deployment, operation, and maintenance of solutions ranging from municipal parking programs to automated enforcement systems.

Julie was directly involved with the San Francisco Municipal Transportation Agency (SFMTA) for the internationally recognized SF*park* program. SF*park* was the first federally funded project in the United States to evaluate both on-street and off-street parking technology and policies and their direct impact on congestion mitigation in the City. Using real-time information to determine parking availability, SF*park* successfully implemented a demand-responsive pricing model that continues to be evaluated and debated throughout the parking industry. She was directly responsible for the development of specifications, solicitations, contract negotiations, technology integration, and implementation oversight.

One of DIXON's primary business objectives is to define and recommend parking policies for its customers. Since founding DIXON in 2012, Julie has been focused on coaching municipalities through operational and technology assessments and implementation and procurement processes. Julie is responsible for the overall management of each project for the DIXON team and prides herself on being labeled as the "Parking Coach." For her outstanding contributions to the parking industry, Julie received Parking Today's 2020 Parking Person of the Year. This Award recognizes Julie's exceptional dedication to improving the customer experience and image of parking across the entire industry.

Ben Verdugo – Senior Associate, Project Manager

Ben Verdugo joined DIXON in 2022 after years of managing mobility and parking projects in the public sector for the City of San Diego. As Program Manager overseeing the Community Parking District and Shared Mobility Device programs, Ben has implemented numerous mobility and parking projects focused on curb-space management, maximizing parking supply, managing parking demand, and development of multi-modal initiatives. Ben earned a Master of City Planning from San Diego State University and has extensive experience in project management, budget development, and stakeholder engagement.

Ben's experience working on the Community Parking District Program for the City of San Diego allowed him to work directly with neighborhoods managing on-street parking projects in impacted areas. Providing a high level of customer service, Ben worked with Pacific Beach in 2021 to establish a parking meter zone which required close coordination between the public, community groups, City Council, and multiple city departments. In addition to Pacific Beach, Ben has established meter zones in the Downtown and Mid-City communities of San Diego and worked closely on smart parking meter data to make calculated decisions to improve utilization throughout the three parking districts in Downtown, Uptown, and Mid-City. In addition to parking projects, Ben helped launch and manage mobility-focused projects, including FRED (Free Ride Every Downtown), an on-demand electric circulator shuttle system that is now in its seventh year of operation.

For the Shared Mobility Device Program, Ben worked directly with seven different operators to manage day-to-day operations, which included oversight of real-time data to improve right-of-way conflicts and availability of scooters and e-bikes. In addition to operations management of the program, Ben helped update the Municipal Code to increase operator accountability and spearheaded the RFP solicitation, moving the City from the permit model to a contractual model for operators.

A summary of Ben's notable projects is provided below:

- *San Diego State University (CA) Operational Needs Assessment (2023)*
- *City of Ventura (CA) Downtown Parking Action Plan and Implementation (2022-2023)*
- *City of Allentown (PA) Operational Needs & Parking Technology Assessment (2022-23)*
- *City of Redding (CA) Downtown Parking Mgmt. Plan and Implementation (2022-23)*
- *City of Beverly Hills (CA) Off-Street Parking Projects and RFP Management (2022-23)*
- *Port of San Diego (CA) Oversized Vehicle Municipal Code Updates (2022-23)*
- *Port of San Diego (CA) Micro-mobility/Motorized Device Ordinance (2022-23)*
- *City of National City (CA) Downtown Parking Mgmt. Plan and Implementation (2022-23)*
- *City of San Diego (CA) Municipal Code Update for Shared Mobility Device Program (2022)*
- *City of San Diego (CA) RFP Lead for the Shared Mobility Device Solicitation (2021-22)*

Jennifer Liu – Associate

Jennifer Liu is an Associate at DIXON, with a Bachelor of Business Administration and Communication Studies joint major degree from Simon Fraser University, Canada. She also holds a certificate from UC Berkeley's College of Environmental Design after completing the Summer Institute in City Planning.

Jennifer's background is in the Electric Vehicle Supply Equipment (EVSE) industry, where she led global product marketing and program management initiatives for commercial, residential, and public charging solutions. Jennifer's skillset is directly translatable to parking consulting, and since joining DIXON, she now supports parking programs across the country with market research, stakeholder engagement, municipal code reviews, and strategic planning.

For the Town of Los Gatos, Jennifer worked with staff to refresh their parking roadmap, perform financial modeling, and develop a comprehensive staffing plan. These efforts supported a request to the Town Council for additional funding and direction, which then enabled the Town to hire a dedicated parking staff member and make improvements to their parking program. Jennfier has also supported cities like Modesto (CA) and Napa (CA) with similar services, focusing in the areas of community engagement, policy and code reviews, and program planning initiatives.

Jennifer's unique background combining communications, project management, and urban planning provides great benefits to DIXON's clients, especially those in the implementation phases of their projects. Jennifer has supported large-scale programs and initiatives, including working closely with the City of Beverly Hills' Public Works Department and the City's vendor to coordinate technology upgrades in 17 City parking garages. Additionally, Jennifer managed the City's parking operator solicitation process, which involved extensive stakeholder management, contract negotiation, and a deep technical understanding of the technologies involved.

A summary of Jennifer's notable projects:

- *Town of Los Gatos (CA) Parking Roadmap Update (2023)*
- *City of Santa Ana (CA) Citywide Parking Study (2023)*
- *Isla Vista Community Services District (CA) Parking Consultant Services (2023)*
- *City of Paso Robles (CA) Implementation Support Services (2023)*
- *City of Ketchum (ID) Parking Consulting Services (2023)*
- *City of Modesto (CA) Parking Infrastructure Implementation Plan (2022-23)*
- *City of Napa (CA) Implementation Support Services (2022-23)*
- *City of San Leandro (CA) Parking Management Consulting Services (2022-23)*
- *City of Beverly Hills (CA) Off-Street Parking Projects & RFP Management (2022-23)*
- *Savannah/Hilton Head International Airport (GA) Operational Audit & Parking Technology Assessment (2022) & Comparable Airport Rates Matrix (2023)*

Alexis Appel – Junior Associate

Alexis Appel is a Junior Associate at DIXON with a Bachelor of Arts degree in Urban Studies and Planning from the University of California, San Diego. With an educational emphasis on Sustainability and Resilience, she takes a comprehensive approach to projects that considers both environmental and human impacts. Alexis previously worked in the stormwater management industry and assisted in the research and writing of Storm Water Pollution Prevention Plans for new and existing developments. Since joining the DIXON team, she has contributed to various projects, including researching alternative parking methods, conducting stakeholder outreach for community engagement, working with municipalities to enhance residential parking, and engaging with the California Coastal Commission to improve beach parking accessibility.

For the City of Seal Beach, Alexis is responsible for researching and supporting the City in preparing to submit a Coastal Development Permit application to the California Coastal Commission. She was responsible for the review and compilation of historical documents to convey the City's extensive parking history, as well as preparing a comparable cities analysis highlighting opportunities for the City to adjust parking rates and fees while maximizing accessibility and equity. Alexis is currently assisting both the cities of Seal Beach and Monterey in applying for Local Coastal Program certification, which will help both cities streamline the process of new development applications within their respective coastal zones. Alexis approaches projects involving the California Coastal Commission through the lens of equity and inclusion and values the opportunity to improve coastal access for visitors of all socio-economic backgrounds.

Alexis' distinctive background in urban planning has been a key element in serving DIXON clients in various ways. For the City of Santa Ana, Alexis is managing stakeholder outreach, which has included attendance at community events and town hall meetings, as well as identifying creative solutions such as parking lift implementation. Alexis has also completed comparable analyses for the City of Sausalito, San Diego State University, and the City of Seal Beach in order to identify the ways in which each project can enhance their unique parking programs.

A summary of Alexis' notable projects:

- *City of Seal Beach (CA) Parking Management Support Services (2022-23)*
- *City of Monterey (CA) Coastal Zone Parking Operation Study (2022-23)*
- *City of Norwalk (CA) One-Ways Neighborhood Support Services (2023-24)*
- *City of Santa Ana (CA) Citywide Parking Study (2023-24)*
- *Isla Vista Community Services District (CA) Parking Study (2021-23)*
- *City of Sausalito (CA) Downtown Parking Study (2023)*

Agenda Item

City Council

Item #: 7.3. 10/24/2023 **File #:** 23-0587

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

THRU: **Tom Kisela, City Manager**

FROM: **Susan Galvan, Assistant City Manager**

1. SUBJECT

Agreement with Siemens Industry, Inc. as a single source for maintenance of surveillance cameras, hardware infrastructure, and licensing supporting the City's existing Genetec Security platform.

2. SUMMARY

On May 11, 2021, the City Council approved a twenty-six month agreement with Siemens Industry, Inc. for maintenance of surveillance cameras, hardware infrastructure, and Genetec license supporting the City's existing Genetec security platform for certain public facilities. This agreement is a new three-year agreement for similar licensing and services and expands the scope to include the Metrolink Parking Structure, Handy Park, and the new Fire Station 1/Headquarters locations.

3. RECOMMENDED ACTION

Approve the three-year agreement with Siemens Industry, Inc. in the total amount of $921,859.49 for maintenance of surveillance cameras, hardware infrastructure, and the Genetec security platform license; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

The total expenditure for this three-year agreement is $921,859.49 and will be funded through Information Technology (780). The first annual amount of $252,400.00 is applicable to Fiscal Year 2023-2024 with funds available in account 780.1601.51420.00000 Maintenance Contracts.

5. STRATEGIC PLAN GOALS

Goal 1: Provide for a safe community

b: Provide and maintain infrastructure necessary to ensure the safety of the public.

Goal 2: Be a fiscally healthy community

d: Effectively manage and develop City assets.

6. DISCUSSION AND BACKGROUND

On May 11, 2021, the City Council approved a twenty-six month agreement with Siemens Industry, Inc. (Siemens) for maintenance of surveillance cameras, hardware infrastructure, and Genetec security platform licensing at the following facilities:

• Orange Police Department • Hart Park • Shaffer Park • Yorba Park • Struck Avenue • Grijalva Park and Sports Center • Orange Library and History Center • El Modena Library • Taft Library • Civic Center, Fire HQ (old) and Council Chambers • Orange Plaza Park

In the May 11 staff report, staff explained that the support for the above locations was expiring with Convergint Technologies. The RFP for access control doors established a new Genetec Security Platform partnership so that going forward from that time Siemens would provide and service all Genetec Security Platform hardware and licensing. Since approval of the original agreement with Siemens in 2021, two amendments were approved as a result of the expansion in the scope of work. In addition, several new agreements with Siemens were approved to add services as noted below:

6/12/21	New	Replaced electronic door access control system and integrated into existing Genetec security platform
7/13/21	New	Implementation of security access control and video surveillance for new Fire Station 1/Headquarters
8/10/21	New	Implementation of access control and surveillance video for Handy Park
10/22/21	Amendment	Minor addition of video surveillance at the Orange Police Station
2/8/22	Amendment	Incorporated service at the Metrolink Train Station

This new three-year service agreement will expand the former twenty-six month services scope to incorporate all services at all facilities as noted above under one contract.

Overall, the new agreement provides for maintenance of cameras and select other security related infrastructure supporting broad security needs for City asset protection and to deter illegal activities such as graffiti, general vandalism, and other criminal activity.

The three-year term breaks down as follows:

Extension Term	Amount
1 - 9/22/2023 - 9/21/2024	252,400.00
2 - 9/22/2024 - 9/21/2025	329,783.00
3 - 9/22/2025 - 9/21/2026	339,676.49
	921,859.49

The first-year term includes prorated considerations for the Metrolink Parking Structure as the current service agreement is active and is the last remaining service agreement with Convergint Technologies. Services with Siemens for the Metrolink Parking Structure under the new agreement will begin on June 28, 2024.

In addition, the locations of Handy Park and the Fire Station 1/Headquarters are separate project agreements which included the first-year warranty and are not reflected in year one of this

agreement. Warranty costs for these two locations as well as the full maintenance servicing cost for the Metrolink Parking Structure have been added for years two and three, explaining the significant cost difference between year one and year two. Year three reflects an inflationary 3% cost increase over year two.

The original twenty-six month agreement expired September 21, 2023. In this current timeframe, there have been significant expansions of security infrastructure and support in the transition from Convergint Technologies to Siemens. Siemens was selected in June 2021 through an RFP process and was subsequently awarded contracts piggybacking off the initial RFP. With the volume of support transitions and expansions and within relative close proximity of the original RFP selection, staff recommends approval of the new three-year agreement with Siemens, as a single source provider, to consolidate maintenance of surveillance cameras, hardware infrastructure, and Genetec security platform license and expanding the former scope to include the Metrolink Parking Structure, Handy Park, and Fire Station 1/Headquarters.

7. ATTACHMENTS

- Agreement with Siemens Industry, Inc.

Agenda Item

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7. ATTACHMENTS

- Agreement with Siemens Industry, Inc.

PROFESSIONAL SERVICES AGREEMENT
[Video Management and Surveillance Software and Maintenance Services]

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made at Orange, California, on this _____ day of _____, 2023 (the "Effective Date") by and between the CITY OF ORANGE, a municipal corporation ("City"), and SIEMENS INDUSTRY, 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.

Information Technology Project Manager ("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 Assistant City Manager.

2. **Term and Compensation** The term of this Agreement is three (3) years ("Term"), commencing September 22, 2023, and expiring on September 21, 2026 ("Expiration Date").

a. For the first year of the Term, starting on September 22, 2023, and terminating September 21, 2024, total compensation shall not exceed TWO HUNDRED FIFTY-TWO THOUSAND FOUR HUNDRED DOLLARS and 00/100 ($252,400.00).

b. The second year of the Term, commencing on September 22, 2024, and terminating September 21, 2025, total compensation shall not exceed THREE HUNDRED TWENTY-NINE THOUSAND SEVEN HUNDRED EIGHTY-THREE DOLLARS and 00/100 ($329,783.00).

c. The third year of the Term, commencing on September 22, 2025, and terminating September 21, 2026, total compensation shall not exceed THREE HUNDRED THIRTY-NINE THOUSAND SIX HUNDRED SEVENTY-SIX DOLLARS and 49/100 ($339,676.49).

d. The total not-to-exceed compensation for the services to be rendered for the Term shall not exceed NINE HUNDRED TWENTY-ONE THOUSAND EIGHT HUNDRED FIFTY-NINE DOLLARS and 49/100 ($921,859.49), without the prior written authorization of City.

e. 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 in accordance with the Schedule of Costs attached as Exhibit "A" and incorporated herein.

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 other than a professional act 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 Contract). 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. Contractor shall maintain during the life of this Agreement professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a minimum limit of One Million Dollars ($1,000,000) per claim. Contractor agrees to keep such policy in force and effect for at least five (5) years from the date of completion of this Agreement.

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

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

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

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

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

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

19. **Termination**. City may for any reason terminate this Agreement by giving Contractor not less than five (5) days' written notice of intent to terminate. Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise. Upon the termination of this Agreement, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with 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"
Siemens Industry, Inc. 6141 Katella Ave Cypress, CA 90630 Attn.: Adam Harrold	City of Orange 300 E. Chapman Avenue Orange, CA 92866-1591 Attn.: Information Technology Project Manager
Telephone: (714) 454-6804 E-Mail: adam.harrold@siemens.com	Telephone: (714) 744-2285 E-Mail: IT-Civic@cityoforange.org

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

[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"**
SIEMENS INDUSTRY, 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: _____ Melissa M. Crosthwaite Senior Assistant City Attorney

***<u>NOTE</u>: City requires the following signature(s) on behalf of the Contractor:**

-- **(1) the Chairman of the Board, the President or a Vice-President, <u>AND</u> (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. <u>OR</u>**

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

√

EXHIBIT "A"

SCOPE OF SERVICES

[Beneath this sheet.]

1. SCOPE OF WORK SUMMARY

1.1 OVERVIEW

A. The Contractor is required to perform all ongoing maintenance, repair, support services, preventive maintenance including "Moves, Adds, and Changes" (MAC) for the Video Surveillance System (VSS) to ensure that the systems, associated hardware, Interfaces and all their subcomponents are fully functional 24-hours per day, 7 days a week, throughout the term of the Contract for the sole purpose of providing proper, safe and reliable operations of the VSS at City facilities. The VSS operates on the Genetec Security Center 5.9 platform.

B. The Services consist generally of furnishing all labor, materials, appliances, tools, equipment, services, and supervision required to perform all maintenance and repair / replacement services, preventive maintenance, programming, configuration, related interfaces, testing, troubleshooting, modifications, or installing new VSS cameras and components as necessary, updating all documentation to reflect VSS related components repairs, moves, adds and changes and maintaining an on-site spare parts inventory for all VSS equipment at City facilities.

C. Contractor is required to provide repair and preventive maintenance services for VSS systems and associated hardware, including signaling devices, relays, switches and other ancillary equipment. Contractor shall provide updates (inclusive of firmware also) to the VSS programs, servers, desktop clients, and install new clients as needed. Additional equipment, software, and components, referenced throughout this Scope of Services and its attachments are all part of the repair, preventive maintenance, and support services under this Contract.

D. VSS is a critical security component required to function in support of City's Facility Security Plan. The Contractor must ensure the scalability and maintainability of City's VSS environment. VSS consists of multiple systems, subsystems, and respective components that manage/control video monitoring and recording through numerous points at City facilities.

E. Additional/existing locations and/or number of VSS devices may be added or removed at the City's discretion.

F. Prior to performing service contractor is required to submit a letter certifying the technician is Genetec certified, and has passed proper background checks. Letter must be submitted to City before technician is assigned to work at any City sites. Contractor shall be responsible for backgrounds checks.

G. The Contractor shall communicate with various City Department points of contacts (e.g.,

IT Department, Police, Library, and Parks personnel) to coordinate schedule and staffing at each site prior to commencing any maintenance or repair work.

H. The Contractor shall be required to maintain, at all times, a record of the services provided by type of service including MACs, repairs, and preventive maintenance. The record must include, at a minimum, date, time, employee name, activity or problem descriptions, actions or resolutions, and City personnel referring the service call. The Contractor shall provide this information in a report format approved by City. The Contractor shall submit the report on a monthly basis to City and ensure that real time reports and as-builts are available to City on an "as needed" basis.

1.2 UPDATING EXISTING DOCUMENTATION

A. As part of the base service requirements, Contractor is required to update all record documentation/drawings to identify correct naming convention (as applicable) and location of each VSS device/component it is responsible for servicing. Contractor is required to keep these records updated to reflect all MACs throughout the duration of the Contract. Updates to record documentation / drawings include those new locations of VSS devices / components installed by other contractors and turned over to City for maintenance

B. The Contractor shall complete the updating of all affected City records no later than 180 days after the start date of the Contract to be submitted to City for review and ownership. City shall provide the contractor with electronic files of plans for each site. Should City not provide electronic files for plans to any site and/or building the Contractor shall notify City and accommodations will be made both to documentation requirements and schedule extension if needed.

C. Thereafter, Contractor must continue to keep such records updated throughout the term of this Service Contract. Every six months, Contractor will submit such updated records/documentation for City's review.

1.3 ON-CALL SERVICE REQUIREMENTS

A. The Contractor shall perform repair work on an as needed basis, only after obtaining prior approval.

B. The Contractor response time to a call for repair from an authorized City representative shall be as follows:

1. The Contractor shall respond by call back or email within one hour of a service call.

2. The Contractor shall have service personnel on-site within four hours for a normal service call from the time the service call is placed.

3. The Contractor shall have service personnel on-site within four hours for an emergency service call from the time the service call is placed. City shall determine which types of VSS failures are Emergency related failures and shall notify the Contractor of that designation at the time the call is placed. The system or component shall be restored to proper operating condition within 24 hours after service personnel arrive on-site and obtain access to the system or component.

C. The Contractor shall require verbal approval from an authorized City employee, providing the Contractor with a PO and a maximum number prior to the start of any emergency work.

D. City will not compensate the Contractor for travel time to or from any job regardless of the nature of the call.

1.4 PREVENTIVE MAINTENANCE REQUIREMENTS

A. General: The Contractor shall coordinate with the City IT department for all windows update to be completed within City's normal patch update schedule. Any work on VSS servers that will take the server off-line for any period of time shall be coordinated with City IT. Servers shall not be taken off-line without prior approval from City IT.

B. Contractor shall have service personnel on the site on a monthly basis. Contractor shall set up a schedule with City for times personnel shall be on-site. Some maintenance items shall be completed on a quarterly, semi-annual or annual basis. For maintenance of those items the contractor shall divide the number of devices by the scheduled maintenance interval and then complete the work on that number of devices every month. The information described above is a guideline. The Contactor shall provide a schedule of monthly maintenance to be conducted based on the information provided herein.

C. VSS

1. The Contractor shall coordinate with GENETEC for any patches or software updates that are recommended to be implemented since the last maintenance visit and implement those updates as required.

2. The contractor shall coordinate with GENETEC to ensure the Service Support Plan (SUP) is current. The cost of the SUP shall be included in the maintenance cost proposal as a separate line item. The current SUP is scheduled to end on 09/21/2026. The Contract shall include the cost to extend the SUP to the end of the maintenance contract term.

3. Check the operation of the management server and archivers on a monthly basis. Check log files to ensure there are no abnormal operating parameters. Run the following reports:
   a. System Configuration Report. This should be run on the first month of the

maintenance contract to provide a baseline of the system configuration. This report shall be run anytime there are changes to the system configuration by the Contractor. This report shall be run every three months to identify if any configuration changes were made without the Contractors knowledge.

b. Device Manager Status Report. This report shall be run the first month of the contract and every three months thereafter. This report is run to evaluate storage performance and camera parameters. If the report identifies any anomalies the Contractor shall report those to City during the site visit and make recommendations to rectify any anomalies.

c. Recorder Configuration Backup. A configuration backup shall be created in the first month of the contract. A backup shall be created anytime there are changes to the system configuration. The Contactor shall coordinate with City to keep a backup off-site. If there have not been any system changes make a backup every quarter.

d. Base Configuration Backup. A Base Configuration backup shall be made the first month of the contract. The Contractor shall coordinate with City to determine if the IT Department has a standard backup policy and will perform daily backups as a standard procedure. The Contractor shall make a Base Configuration backup every month during the site maintenance visit.

e. System Patches. System patches shall be installed per manufacturers recommendation.

4. The Contractor shall perform the following services for cameras on a semi-annual basis.

   a. Clean camera domes and enclosure windows. Inspect the domes/windows for damage, scratches, discoloration or cloudiness that may affect camera performance. Notify City of any deficiencies and recommend replacements if needed.

   b. Verify operation and video image for each camera. When camera image no longer meets manufacturer image quality, the service technician shall make adjustments to the camera to bring the video image back into manufacturers specified parameters. If adjustments do not bring camera back to specified requirements, recommend to City that the camera be replaced. Cameras will not be replaced without City authorization.

   c. For Pan / Tilt / Zoom (PTZ) cameras verify operation of motors to move as specified for the unit. Verify operation control from all workstations designated by City as video workstations.

5. For any non-PoE (Power over Ethernet) cameras check the power supply to ensure proper voltage output. Check all cable terminations to ensure they are secure.

1.5 TECHNICIAN EXPERIENCE/QUALIFICATIONS

A. The technician(s) that provide service for the City must be proficient, have two years

maintenance and repair experience working on VSS devices and must have a factory trained certification.

B. All Contractor personnel, including subcontractors, performing work under this contract must be qualified and fully trained to perform service and maintenance under this contract.

C. It is the responsibility of the Contractor to ensure the proper level of personnel expertise for all maintenance, repair, and related work activities. City will not compensate the Contractor for work activities related to vendor personnel due to lack of experience.

D. City reserves the right to request alternate technicians if they do not meet the criteria in paragraphs A through C of technician experience above, or if the technician(s) are not able to complete the repair, maintenance, or related work activities to the overall satisfaction of authorized City personnel.

E. Genetec Certified Technician required.

SIEMENS

Ingenuity for life

SERVICE PROPOSAL

City of Orange

Security Service Agreement for 2023-2026 Rev.3

ID: COO-2023-VMS

Presented To

City of Orange

Attention
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CONTENTS

SECTION 1: OVERVIEW 3

1.1 Executive Summary 3
1.2 Customer Objectives 4

SECTION 2: COMPANY INFORMATION 5

2.1 Company Profile 5
2.2 Capabilities 6
2.3 Resources and Personnel 6

SECTION 3: SERVICE SOLUTION 7

3.1 Approach 7
3.2 Equipment Covered 7
3.3 Security Services On-site Response Time & Call Windows 9
3.4 Rates for Non-Covered Service Projects 9
3.5 Technical Support Services 10
3.6 Preventative Maintenance Tasks 12

SECTION 4: SERVICE AGREEMENT 13

4.1 Signature Page and Investment 13

SECTION 1: OVERVIEW

1.1 Executive Summary

You have made a significant investment in the security of City of Orange which are critical to the productivity of your overall business and community. The service solutions proposed herein, our Service Agreement, will proactively serve to protect that substantial investment through a program of effective emergency service response, repair & replace services, and planned service tasks by our trained technical staff.

This Service Agreement has been specifically developed for the City of Orange, and the services provided herein will help you in achieving your security goals, from our local office of factory trained security specialists and engineers, with our long and proven track record of providing superior service to our customers with critical security concerns in Southern California.

Siemens provides security services and maintenance for some of the largest critical infrastructure sites in Southern California, and across the world. Our knowledge base, technical expertise and resources offer the greatest versatility for customers with complex security systems, who wish to enhance those systems, providing greater efficiency and security. Through a service agreement with Siemens, the City of Orange will benefit from the following:

Information Technology Focus
Siemens has a multidisciplinary technology team specialized in networks and network architecture. Our IT expertise includes: system integration networking, software configuration, hosted system design and installation, and performing system upgrades. We have the experience and resources to support, maintain and expand highly complex integration systems, large scale networking infrastructures, and virtual environments. This is a critical differentiator that sets Siemens apart from the majority of security contractors, and what makes us the leading choice for critical security sites.

Data-Driven Maintenance Approach
Siemens is the global leader in efficiency, and this doesn't stop at engineering. Our goal is to identify, measure and support process improvement to create greater operational efficiencies for our customers. In managing and maintaining the security system at the City of Orange, Siemens brings best-practice knowledge from our experience working with critical security sites, as well as a company-wide focus on extracting greater usable data from your system maintenance. The goal is a predictive approach to maintenance, resulting in fewer emergency calls that disrupt daily operations. Siemens has over 100 preventive maintenance and repair services programs in Southern California, alone. Through strong program management and with the appropriate technical skill, our programs enhance efficiency and improve user utilization of the systems.

Resources to Support Every Initiative
Siemens is one of the most financially stable corporations in the world with revenues exceeding $80B USD, annually. Most notably, our security integration group has experienced steady growth and stability in the Southern California region. For the City of Orange, our stability will ensure consistent support for all aspects of the program. Siemens is technically qualified and resourced for executing this program. Our team is comprised of Siemens technicians and project managers, trained and certified on Genetec video management platform and the leading camera brands such as Bosch, Axis, and Hanwha.

Industry Partnerships
As one of the world's largest security integration companies, Siemens utilizes strategic manufacturing partnerships to deliver greater value to its customers. Working with Siemens, the City of Orange has access to a wide selection of brands, and will benefit from extended manufacturer warranties on select manufacturers. This partnership ensures the City of Orange will gain the greatest lifecycle value for new product installations and future projects.

Customer Data Protection:
Protection of customer data is one of the highest priorities at Siemens. Our information security policies maintain high security standards for network access, password management, sensitive document handling, and physical security of workspaces. Each Siemens employee is required to complete information security training focusing on the protection of customer data. Every Siemens office complies with strict security policies requiring credentialed card access control for all work areas, secured print management for documents, ID verification for visitor management, dual authentication for secured documents, as well as video recording and intrusion detection to prevent unauthorized access to work spaces.

Safety:
Safety is core to Siemens corporate culture and fundamental to our success as a company, as documented by our low Experience Modification Rate. Siemens engages in extensive management-driven safeguard initiatives and prevention programs to protect our employees. Employees are required to complete corporate mandated training on a continual basis and ultimately safety is the responsibility of everyone at Siemens. This ensures that services performed at the City of Orange follows strict Siemens guidelines, which minimize injuries and reduce liability for the City of Orange.

1.2 Customer Objectives

City of Orange objectives are: 1) to establish a service program that ensures timely emergency response and repair services, 2) create a process for system knowledge collection, transfer and improvement through improved system documentation 3) establish a program that provides reliable lifecycle support to sustain the full required functionality and effectiveness of the security system, 4) evaluate the health of the existing system and recommend improvements to support the future security needs of the City , and 5) operator coaching to support the security operations team in utilizing the existing security system, while recommending processes to improve efficiency within the security department.

Our tailored program will provide value-added services that enhance security operations while minimizing system outages and downtime, and the associated inconveniences to your staff and operations, thus improving City of Orange's overall operational abilities while reducing the total cost of ownership. Taking a partnership approach, Siemens will conduct quarterly business review meetings with the City of Orange team to evaluate performance, make improvements and communicate the overall health and status of the system. Siemens will also make recommendations for future improvements, providing product demonstrations, budgetary proposals and final system design proposals to assist with future security planning at the City of Orange.

SECTION 2: COMPANY INFORMATION

2.1 Company Profile

Dun & Bradstreet:
01-094-4650

Federal Tax ID:
13-2762488

Response contact information:

Siemens has resources to support 24/7 response at the City of Orange.

Service dispatch: 24/7 call 1-800-806-0886
Alarm monitoring: 24/7 call 1-866-552-7823

Contractor Information:

Siemens has the resources, bonding, insurance, data security, safety and compliance programs to support the security programs at the City of Orange.

California Contractor License #758796
A, B, C10, C16, C20
ACO #5448
GSA #GS-07F-217CA
DIR 1000002447

Available Resource Locations:

Siemens Industry, Inc.
Siemens Building Technologies Cypress Branch:
6141 Katella Avenue
Cypress, CA 90630

Siemens Building Technologies Headquarters:
1000 Deerfield Parkway
Buffalo Grove, IL 60089

Account Management and Service Response Team:

Account Management:
Adam Harrold
714.454.6804
Adam.harrold@siemens.com

Customer Service Manager:
Jonathan So
657.298.0954
Jonathan.so@siemens.com

Service Manager:
Ed Roman
657.337.6492
Ed.roman@siemens.com

Technical Specialists:
Glenn Viloria
System Specialist / Architect

David Engel
System Specialist / Genetec

Miguel Vasquez / Joseph James
Service Technician(s)

2.2 Capabilities

Siemens Industry, Inc. is the leading single-source provider of cost-effective facility performance solutions for the comfort, life safety, security, energy efficiency and operation of some of the most technically advanced buildings in the world. Our local office is staffed by factory trained and certified technical specialists, engineers, and project managers, who are focused on making sure your security system is performing reliably and at optimum performance. For more than 150 years, Siemens has built a culture of long-term commitment to customers through innovation and technology. We are confident that we have the capabilities to meet the needs of the City of Orange today and in the future.

Siemens has the necessary resources, tools and partners to provide 24/7 support of all security-related systems and infrastructure at the City of Orange. Our local base of operations in Cypress, CA is in convenient proximity to the City of Orange and capable of supporting the security requests of the City :

- Video surveillance camera service and installations, including mounting, cabling/conduit, integration and testing
- Video management system upgrades and migrations, and video storage systems
- Intelligent video analytics, and integration into command & control solutions
- Access control upgrades to support identity and access initiatives
- Advanced video analytics to enhance situational awareness and decision-making
- Perimeter detection systems integrated with access control monitoring
- Network infrastructure, fiber optic cabling, server maintenance, software integration

2.3 Resources and Personnel

Siemens Industry, Inc. has been in business for over 120 years. Our Cypress location has served the greater Los Angeles Region for over 20 years, offering service and maintenance on security, life safety, building automation, energy efficiency and IT services markets. Our branch office also provides 24/7 service response through our dedicated customer call center. During normal business hours, the service response desk is directly handled by our Cypress staff. After hours requests are forwarded to our Dallas call center with dispatching handled by Siemens Customer Care representatives. This process ensures the appropriate resources are contacted, on time, any time of day.

The Cypress Branch employs over 300 people, including administrative support, management, operational leadership, project managers, engineers, technicians and a sales staff. Siemens' real-world experience in large, complex environments, positions Siemens with an unsurpassed ability to professionally support the City of Orange staff in the ongoing security operations of the City .

Adam Harrold is the account manager for the City of Orange and is responsible for the coordination of meetings and quarterly business reviews. Leonard will also serve as the voice of the customer to ensure the program is implemented and performing to the standards established in the agreement. Utilizing industry knowledge and recommendations made by the Siemens technical team, Adam will prepare budgets and proposal for new security initiatives at the City of Orange.

Ed Roman is the Los Angeles Branch Service Operations Manager. Ed oversees all service supervisors, technicians, service program managers, outsourced services, call center and dispatch personnel for each of the four businesses. Ed will be overseeing this program and is responsible for all aspects of the service level agreement, including reporting, billings, management of project managers and field resources.

Jonathan So is the Customer Service Manager for Siemens security maintenance programs. As CSM, Jonathan will leverage Siemens resources to support maintenance and improvement programs for the City of Orange. Jonathan will support the reporting and documentation of services, and provide billings and tracking of project/program progress. Jonathan will act as a quality manager, ensuring strong performance at the City of Orange.

SECTION 3: SERVICE SOLUTION

3.1 Approach

The proposed service agreement is designed to ensure dependability and high reliability for the security systems at the City of Orange. This plan provides response to emergencies within four hours for on-site repair of critical components 24 hours a day every day. For non-emergency technical problems or for non-critical components, Siemens will be on site within 24 hours, or as scheduled with the City of Orange staff to fit into ideal working hours. In addition to the peace of mind that comes from knowing system downtime is minimized, this plan will also help plan, budget and control operating costs. All labor for repairs and replacements are included in the plan. Software support and updates are another important aspect of keeping the system functioning optimally and are provided at scheduled preventive maintenance visits, as appropriate.

3.2 Sites & Equipment Covered

Sites covered in this service proposal (Labor & Material).

- Police Department
  - Inclusive of kickplate duress and cloudlink devices
- Hart Park
- Shaffer Park
  - Inclusive of access control doors (8) and restroom timer doors (excludes locking hardware)
- Yorba Park
- Struck Avenue
- Graijalva Park
- Main Library
- El Modena Library
- Taft Library
- Civic Center, Fire Dept (old) and Chambers
  - Inclusive of duress buttons for Chambers and Public Works front counter and cloudlink devices
- Orange Circle (Plaza Park) – inclusive of YouTube camera
- Metro Train Station
- Fire Dept (New) – Prorated for term 1
  - Inclusive of access control, duress buttons, and transcore readers
  - For the initial first year term 9/22/2023 – 9/21/2024, warranty has been provided by a separate project agreement. Preventative maintenance to be provided as part of this agreement.
  - For the second and third terms, both warranty and preventive maintenance to be provided.
- Handy Park – Prorated for term 1
  - Inclusive of access control equipment and restroom time integration, as delivered in this project
  - For the initial first year term 9/22/2023 – 9/21/2024, warranty has been provided by a separate project agreement. Preventative maintenance to be provided.
  - For the second and third terms, both warranty and preventive maintenance to be provided
- Metro Parking Structure – Prorated for term 1 to be effective beginning June 28, 2024.

Cost Breakdown:

Service cost breakdown	Term 1 costs	Term 1 comment	Term 2 costs	Term 2 comment	Term 3 costs	Term 3 Comment
Base cost of covered items from prior agreement / carry over cost from prior term	159,600.00		252,400.00	Base cost carryover from prior term.	329,783.00	Base cost carryover from prior term.
New Fire Building Prorate	22,365.00	Preventative Maintenance addition. Warranty provided in separate contract.	17,385.00	Add warranty coverage		
Handy Park Prorate	19,875.00	Preventative Maintenance addition. Warranty provided in separate contract.	11,175.00	Add warranty coverage		
Metro Train Station	30,804.35					
Metro Parking Structure	13,500.00	Prorated costs for 6/28/2024 - 9/21/2024	52,251.00	Full year cost for Parking Structure		
Spare Equipment	6,255.65					
Year 2 and 3 - 3% increase			7,572.00	Term 2 3% increase from prior term base	9,893.49	Term 3 3% increase from prior term base
Dell Warranty Deductions			-11,000.00			
	252,400.00		**329,783.00**		**339,676.49**	

Equipment covered in this service proposal (Labor & Material). Qty shows spare equipment carried on hand:

- Interior fixed Cameras (2)
- Exterior fixed Cameras (4)
- PTZ Cameras (3)
- Multi-Sensor Cameras (4)
- Wireless point to point radios (4)
- PoE Injectors (2)
- Software Support Agreement (Genetec)
- Dell Warranty (Archiver Server) Excludes DDN (SAN) Server Support
    - 1 year support (9/22/2023-9/21/2024)
        - Recommend upgrading equipment

Excludes:

- DDN Servers (EOL)
  - Siemens recommends upgrading as the equipment is End of Life support with manufacturer
- CoO IT Switches / Fabric Switch
- Cabling (Labor and Material)
- Electrical Work
- Electrified Door Hardware
- Asbestos

3.3 Security Services On-site Response Time & Call Windows

Attribute	Coverage
Response Time – onsite for critical components	Included (4 hour response)
Response time – onsite for non-emergency	Included (24 hour response)
Standard Hours of Service	Monday – Friday 7:00am to 5:00pm
Preventative Maintenance	Semi-Annual
Response Window	24 x 7
Software Support & Updates	Included
R&R Material	Included
R&R Labor	Included
Technology Audit	Included
Operator Coaching	Included

Service Response: The program provides the City of Orange with priority service response. Siemens service prioritizes incoming service requests based on contracted services, nature of request (emergency or non-emergency) and order of call (as logged by Customer Service Call Center). Customers with contracted Support Programs will always be Siemens' priority customers. The City of Orange will receive priority response of a maximum of four (4) hours on-site for emergency conditions and 24 hours response for all others (or scheduled with the City of Orange staff to fit with ideal city operating days / hours).

Exclusions: Siemens service agreement program excludes all door hardware from service program repair and replace coverage; which can be serviced on a Time and Material basis as needed (or added to service agreement). Siemens excludes customer supplied Server & Workstation hardware; however, in the event of a computer failure, Siemens will provide reprogramming of software, where required, with hardware to be supplied by the City of Orange or others. Siemens excludes the City IT network equipment, Bosch intrusion system, and cabling. Repair & Replace excludes coverage due to vandalism.

3.4 Rates for Non-Covered Service Projects

For your convenience, we are providing a copy of our most recent published service rates. As Siemens Service Agreement Customer, you will be entitled to a contracted discount for all billable labor. The follow rates are subject to change. Please be advised that Portal to Portal labor charges may apply for work performed outside of the service agreement scope of work. An authorization to proceed will be required prior to any service work performance that is not covered in the above service agreement.

	Siemens Service Agreement Customer			Non Service Agreement Customer		
	Standard Time	**Over Time**	**Double Time**	**Standard Time**	**Over Time**	**Double Time**
Security On-Site Service Call	4 Hr Min $245.00/hr	4 Hr Min $366.00/hr	4 Hr Min $489.00/hr	4 Hr Min $305.00/hr	4 Hr Min $458.00/hr	4 Hr Min $610.00/hr
Fee: On Site Trip	$100.00 / Trip	$100.00 / Trip	$100.00 / Trip	$125.00 / Trip	$125.00 / Trip	$125.00 / Trip

Overtime rates in the table apply for calls on Saturdays as well as Monday through Friday 5:00pm - 7:00am, excluding Holidays. Double time applies for Sundays and Holidays and it may apply on weekdays as well. Rates are current as of 12/14/2022. Provided that the contract is renewed annually with no lapse coverage, rates in this agreement will be fixed until the end of the third year of the agreement.

3.5 Technical Support Services

The following technical services are included in this agreement. These services ensure that the objectives listed in the above **Customer Objectives (Section 1.2)** are met by our service and support department. Your account manager will review performance of the following services on a quarterly basis to ensure expectations are met for the City of Orange security staff.

Emergency Onsite Response:
Emergency Onsite Response will be provided to reduce the costs and disruptions of downtime when an unexpected problem does occur. Siemens will provide this service at your facility within 4 hours for critical emergencies, or within 24 hours for non-emergency conditions, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency. Critical emergencies, as determined by your staff and Siemens, are failures at a system or panel level that would result in the loss of the operation of an entire section of a building or place the facility at high risk. Non-emergency conditions, as determined by your staff and Siemens, are failures at an individual component level resulting in minimal impact to the overall operation of the facility. Non-emergency conditions, as determined by your staff and Siemens, may be incorporated into the next scheduled service call.

Repair & Replacement Services
To reduce the unexpected costs of unbudgeted repairs, Siemens will provide labor to repair or replace failed or worn components. Prior to beginning any repair or replacement, Siemens will troubleshoot the system to diagnose your system's problem. Components that are suspected of being faulty may be repaired or replaced in advance to minimize the occurrence of system interruptions. Items not covered will be brought to the attention of the City for approval prior to repair or replacement.

Preventative Maintenance
Siemens will provide preventative inspections and maintenance on the installed components of your security system on dates to be determined semi-annually. This program of standard maintenance routines is determined by manufacturer's recommendation, our experience, equipment application, and location. Through preventative maintenance, we may extend equipment life, reduce the risk of costly and disruptive breakdowns, and reduce the possibility of security risks that may result due to equipment that does not function as required. A list of covered equipment is included in the above **Equipment Covered** (**Section 3.2**) section of the service agreement. In summary, each piece of equipment will be inspected and tested during the preventative maintenance visits semi-annually. Siemens will provide the personnel necessary to complete the "Preventative Maintenance Tasks" as listed in 3.6. Variations in the quantity of devices listed in the Equipment Covered section of the proposal will, within reason, not affect the price of this agreement. Substantial changes to the system, such as the addition of 10 or more cameras, or 10 or more other field devices, may require modifications to this agreement, which will be negotiated by the Siemens account manager and the City of Orange.

Software Support Agreements (SSA)
An active Software Support Agreement (SSA) is the best means to protect your investment, and make sure that your Genetec security database applications are kept current, through (a) providing software patches as released and applicable; as well as (b) new release upgrades of software and maintenance firmware updates as they are released, at no charge. This will allow the City of Orange to take advantage of new security features, while extending the life of your security system investment. Siemens will provide you with software and documentation updates to your existing software as they become available. Your active SSA also provides telephone support and assistance to Siemens certified technicians as needed for troubleshooting system issues, from Genetec' Customer Service Engineering department.

Operator Coaching
Through our individual Operator Coaching, we will review and reinforce learned skills, leading to greater operator knowledge and productivity. This service will ensure your operator's gain full utilization of the system implemented in your facility. Siemens will assist your staff in identifying, verifying and resolving problems found in executing daily tasks. During the coaching sessions, we can address log book and system issues, assist your operators in becoming more self-sufficient, and improve the skills of your operators to better meet the needs of your facility and their specific job responsibilities. Under this agreement Siemens shall provide 6 hours of operator coaching per year, which will be conducted during normal business days and hours, during scheduled visits.

Data Protection & Data Recovery
To further safeguard the most important elements of your security systems, if selected, Siemens will provide data protection and data recovery for security systems, including routine on-site backups and quick recovery if data is lost or corrupted due to problems such as computer viruses, power outages, hard drive failures or physical damage.

Quarterly Review
Siemens Account Management will meet with you on a quarterly basis (either at the City of Orange or via Teams) to review report findings of our scheduled and non- scheduled service tasks, review recent service activity history and our performance to date, and discuss an analysis of the current security systems to confirm that your levels of protection are aligned with any changes in your business, real or potential risks, and technology.

Technology Audits
During quarterly business review meetings, Siemens will also assess current systems in place at the City of Orange and make recommendations to improve the security technologies at the City . This audit may include small recommendations, such as network components and device replacements, to large initiatives such as system upgrades and major adds or changes to the system. Siemens will work collaboratively with the City of Orange staff to evaluate new technologies that might have a beneficial use for the security of the City .

Documentation Support
Siemens will assist with the enhancement of existing drawings and documents to help support greater understanding of the City of Orange security system. These services will include addition of existing device locations to existing AutoCAD files, as well as the conversion of these files into a usable format (such as PDF) for the City 's security use. These documents will be cross-referenced with existing devices at the City of Orange and updated periodically to provide an updated layout drawing at the end of each service agreement year. The drawings will provide device locations as well as a schedule of device types, part numbers, and available warranty expiration dates. Excluded from the drawings are cable pathways, conduit pathways, cable terminations and field of view diagrams. If more detail is requested in 2nd and 3rd years of the agreement, Siemens may propose the research and completion of these drawings utilizing the discounted preferred client rates as a separate proposal.

3.6 Preventative Maintenance Tasks

The following preventive maintenance tasks will be completed on a scheduled, semi-annual basis.

1. Server and Client Software - Associated software (Operating System and Genetec Program). Ensure current versions of software. Contact Genetec for updates and ensure system is running at latest version and revision. Siemens shall provide that all software service agreements are routinely renewed.

2. System Cabling – Ensure Main Point of Entry for Cabling Infrastructure is free from abrasions, chaffing and fraying. Ensure cabling is neatly bundled and not commingled when applicable with other cabling not identified as Security. Ensure cabling is tied and secure at all appropriate locations as it enters its enclosures from ceiling spaces. Report any problems in Log and provide to City of Orange representative.

3. Software Support Agreement – Test and confirm version, apply applicable patches, and update to latest release as applicable to site-specific installation.

4. Visually inspect cameras and provide cleaning and adjustments to cameras needing service. Identify any cameras having connectivity, picture quality, PTZ motion or other related issues.

SECTION 4: SERVICE AGREEMENT

4.1 Signature Page and Investment

By and Between:

Siemens Industry, Inc.
6141 Katella Ave
Cypress, CA 90630
Adam Harrold
714.454.6804

City of Orange
300 E Chapman
Orange CA 92866
Mike Dering
714.744.2285

Services shall be provided at the City of Orange. Siemens Industry, Inc. shall provide the services as outlined in the service agreement proposal dated 07/28/2023 and Siemens terms and conditions.

Duration (Initial Term and Renewal): This agreement shall remain in effect for an Initial Term of 3 Years beginning 9/22/2023. After the expiration of the Initial Term, this agreement shall optionally renew for successive one year periods. The Investments for each year after the Initial Term of the Agreement and each year of each renewal of this Agreement shall be determined as the immediate prior year's Investment plus an escalator of 7%. In addition, each renewal term pricing shall be adjusted for any additions or deletions to services selected for the renewal term.

VIDEO MANAGEMENT SERVICE SUPPORT - CoO			
Term:	Start:	End:	Pricing, paid annually in advance:
1	September 22, 2023	September 21, 2024	$ 252,400.00
2	September 22, 2024	September 21, 2025	$ 329,783.00
3	September 22, 2025	September 21, 2026	$ 339,676.49

Applicable sales taxes are excluded from the Investments. The pricing quoted in this proposal are firm for 30 days. The Customer acknowledges that when approved by the Customer and accepted by Siemens Industry, Inc., this Proposal and the Standard Terms and Conditions of Sale for Services, (together with any other documents incorporated into the forgoing) shall constitute the entire agreement of the parties with respect to its subject matter.

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS INDUSTRY, INC. OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE CUSTOMER.

Proposal accepted by:
City of Orange

_____
Name & Title

_____
Signature Date

P.O.#_____

Proposal submitted by:
Adam Harrold
Security Sales Executive
Siemens Industry, Inc.

_____
Signature Date

_____
Signing Manager Name & Title

_____
Signature Date

Agenda Item

City Council

Item #: 7.4. 10/24/2023 **File #:** 22-0491

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

THRU: **Tom Kisela, City Manager**

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

1. SUBJECT
Approval of plans and specifications for the City of Orange Corporation Yard Renovations Project, Phase I; authorization to advertise for bids; and finding of CEQA exemption.

2. SUMMARY
Approval of plans and specifications for the City of Orange Corporation Yard Renovations Project, Phase I and authorization to advertise for bids. The total estimated construction cost is $4 million.

3. RECOMMENDED ACTION
Approve plans and specifications and authorize advertising for Bid No. 23-24.14.

4. FISCAL IMPACT
The total expenditure for Phase I of the project is $4.12 million and will be funded through:

Corp Yard Renovations (12982)	Sewer Maintenance (220)	$1,677,000
	Gas Tax (270)	287,000
	Capital Projects (500)	1,000,000
	City Infrastructure Bond (553)	1,000,000
City Facility Improvements (19809)	City Trf: Tax Exempt Bonds (954)	156,000
	Total:	$4,120,000

5. STRATEGIC PLAN GOALS
Goal 1: Provide for a safe community
b: Provide and maintain infrastructure necessary to ensure the safety of the public.

Goal 4: Provide outstanding public service
b: Provide facilities and services to meet customer expectations.

6. DISCUSSION AND BACKGROUND
The City's Corporation Yard (Corp Yard) located off Struck Avenue, was designed in 1975. Since that original plan, there have been minimal layout changes. With the recent sale of the eastern third of the Corp Yard for the Valencia Gardens Housing Project and changes to equipment and technology in the past 46 years, a reconfiguration of the facility is needed for continued operations.

The City retained an architectural firm to perform a feasibility study to redesign the layout and

increase the functionality of the remaining space. Phase I of this project focuses on improving the Corp Yard's space allocation, providing parking spaces for 100 employees, designating raw material storage areas, enhancing paths of travel and safety, maximizing equipment and vehicle storage, and redistributing the current storage for the Police Department. It also includes upgrading necessary improvements to comply with National Pollutant Discharge Elimination System (NPDES) environmental requirements. Other modifications include surface and underground drainage systems, lighting, landscaping, perimeter walls including the Police Department frontage along Struck, striping, and other onsite improvements as needed. Future phases of the project focus on pavement reconstruction, additional site lighting, and prefab metal buildings for Public Works, Community Services, and Fire Departments. The design of this project started in late 2021 and is now complete and ready to bid.

The total estimated project cost for multiple phases of this project are $10.6 million dollars, this includes a construction cost of $9.2 million dollars, a 15% contingency, and construction management costs. Current available funding for the project is $4.12 million. Currently, the Phase I bid includes all the underground improvements, surrounding 600 linear feet of walls for both the Corp Yard and adjacent Police Department Headquarters, Police Department storage area and building, material staging areas, 34,000 square feet of pavement reconstruction, enhanced main gate access, lighting and striping. In preparation for potential escalated construction costs, the bid includes a few deductible alternate bid items to further control costs and stay within budget.

Multiple funding sources are being used to support the project's construction phases, as these funds support the daily activities of the Corp Yard and the City. Future additional funding will likely be necessary to fully execute future phases and optimal buildout of the project.

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 Section 5301 (Class 1 - Existing Facilities) and Section 5311 (Class 11 -Accessory Structures), because the project involves the maintenance and reconfiguration of the existing Corporation Yard and the addition of accessory storage structures. No public review is required.

8. ATTACHMENTS

- None

Agenda Item

City Council

Item #: 7.4. 10/24/2023 **File #:** 22-0491

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THRU: **Tom Kisela, City Manager**

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

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	Total:	$4,120,000

5. STRATEGIC PLAN GOALS
Goal 1: Provide for a safe community
b: Provide and maintain infrastructure necessary to ensure the safety of the public.

Goal 4: Provide outstanding public service
b: Provide facilities and services to meet customer expectations.

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Multiple funding sources are being used to support the project's construction phases, as these funds support the daily activities of the Corp Yard and the City. Future additional funding will likely be necessary to fully execute future phases and optimal buildout of the project.

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 Section 5301 (Class 1 - Existing Facilities) and Section 5311 (Class 11 -Accessory Structures), because the project involves the maintenance and reconfiguration of the existing Corporation Yard and the addition of accessory storage structures. No public review is required.

8. ATTACHMENTS

- None

Agenda Item

City Council

Item #: 7.5. 10/24/2023 **File #:** 23-0690

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

THRU: **Tom Kisela, City Manager**

1. SUBJECT

Agreement with Fairbank, Maslin, Maullin, Metz & Associates for a citywide survey and analysis.

2. SUMMARY

The proposed agreement with Fairbank, Maslin, Maullin, Metz & Associates will develop and administer a statistically valid community survey to measure public perceptions on service priorities and potential local finance measures.

3. RECOMMENDED ACTION

1. Approve the agreement with Fairbank, Maslin, Maullin, Metz & Associates in the amount of $65,750 to develop and administer a statistically valid community survey in the City of Orange and present the results with all necessary analyses/interpretations; and authorize the Mayor and City Clerk to execute on behalf of the City.

2. Authorize the appropriation of $65,750 from the General Fund unreserved fund balance to expenditure account number 100.0201.51670.00000, General Fund - Other Professional & Consulting Services.

4. FISCAL IMPACT

The total expenditure for this agreement is $65,750 and will be funded through the General Fund, account number 100.0201.51670.00000. Upon approval of this appropriation, the estimated fund balance for Fund 100 at June 30, 2024 will be $325,742.

5. STRATEGIC PLAN GOALS

Goal 2: Be a Fiscally Healthy Community

b. Analyze future fiscal needs and potential revenue opportunities.

Goal 4: Provide Outstanding Public Service

e. Obtain, implement, and evaluate public input into our services and programs.

6. DISCUSSION AND BACKGROUND

Across California, many local agencies work with professional research firms to develop and administer community surveys to identify public perceptions as a means to inform future decisions. As a part of the Fiscal Year ("FY") 2023-2024 budget review, the City Council had expressed interest in staff conducting a communitywide survey to identify service priorities to help guide future budget recommendations. In drawing from Orange Municipal Code Section 3.08.420 (as it pertains to

informal solicitations), City staff contacted three research firms with local government experience and obtained three proposals detailing the respective firms' background, local government experience, research approach, and cost.

At the October 3, 2023, City Council Meeting, the City Council directed staff to study a package of three potential revenue measures - a sales tax increase feasibility study, transient occupancy tax increase feasibility study, and a utility user tax feasibility study (hereinafter collectively referred to as "Local Finance Measures"). Staff contacted the three firms to modify their respective proposals to include analyses on the feasibility of the Local Finance Measures. Provided below are the costs each firm provided. While the City Council can modify or direct a different approach, all three assume a split-sample approach administered to 900 respondents:

Firms	Proposal Cost
Fairbank, Maslin, Maullin, Metz & Associates	$65,750
True North Research	$53,815
Probolsky Research	$49,100

After reviewing the revised proposals and meeting with each firm, staff ultimately determined that Fairbank, Maslin, Maullin, Metz & Associates ("FM3") best meets the City's needs. While all three firms have been successful in working with local governments across California to administer communitywide surveys (including Local Finance Measure feasibility studies), FM3 has provided research and strategic advice on over 600 Local Finance Measures. 'A list detailing some of FM3s prior work on Local Finance Measures can be viewed by clicking here. <https://fm3research.com/clients_category/ballot-measures/>
While experience in Local Finance Measures was not the sole focus, it helps illustrate research accuracy. Cities utilizing FM3 have likely, in part, relied on the FM3's research and advice to determine if a particular Local Finance Measure should be placed on a ballot. Locally, FM3 has worked on similar Local Finance Measures in the following cities:

- Garden Grove
- La Habra
- Los Alamitos
- Santa Ana
- Westminster

Although FM3's cost is the highest of the three proposals, their accuracy and extensive experience suggests that this one-time cost will produce invaluable information that will help inform future City Council decisions and direction to City staff.

7. ATTACHMENTS

- Proposed FM3 Professional Services Agreement and Proposal

Agenda Item

City Council

Item #: 7.5.	10/24/2023	**File #:** 23-0690

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

THRU: **Tom Kisela, City Manager**

1. SUBJECT
Agreement with Fairbank, Maslin, Maullin, Metz & Associates for a citywide survey and analysis.

2. SUMMARY
The proposed agreement with Fairbank, Maslin, Maullin, Metz & Associates will develop and administer a statistically valid community survey to measure public perceptions on service priorities and potential local finance measures.

3. RECOMMENDED ACTION
1. Approve the agreement with Fairbank, Maslin, Maullin, Metz & Associates in the amount of $65,750 to develop and administer a statistically valid community survey in the City of Orange and present the results with all necessary analyses/interpretations; and authorize the Mayor and City Clerk to execute on behalf of the City.

2. Authorize the appropriation of $65,750 from the General Fund unreserved fund balance to expenditure account number 100.0201.51670.00000, General Fund - Other Professional & Consulting Services.

4. FISCAL IMPACT
The total expenditure for this agreement is $65,750 and will be funded through the General Fund, account number 100.0201.51670.00000. Upon approval of this appropriation, the estimated fund balance for Fund 100 at June 30, 2024 will be $325,742.

5. STRATEGIC PLAN GOALS
Goal 2: Be a Fiscally Healthy Community

b. Analyze future fiscal needs and potential revenue opportunities.

Goal 4: Provide Outstanding Public Service

e. Obtain, implement, and evaluate public input into our services and programs.

6. DISCUSSION AND BACKGROUND
Across California, many local agencies work with professional research firms to develop and administer community surveys to identify public perceptions as a means to inform future decisions. As a part of the Fiscal Year (“FY”) 2023-2024 budget review, the City Council had expressed interest in staff conducting a communitywide survey to identify service priorities to help guide future budget recommendations. In drawing from Orange Municipal Code Section 3.08.420 (as it pertains to

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Firms	Proposal Cost
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True North Research	$53,815
Probolsky Research	$49,100

After reviewing the revised proposals and meeting with each firm, staff ultimately determined that Fairbank, Maslin, Maullin, Metz & Associates ("FM3") best meets the City's needs. While all three firms have been successful in working with local governments across California to administer communitywide surveys (including Local Finance Measure feasibility studies), FM3 has provided research and strategic advice on over 600 Local Finance Measures. 'A list detailing some of FM3s prior work on Local Finance Measures can be viewed by clicking here. <https://fm3research.com/clients_category/ballot-measures/>
While experience in Local Finance Measures was not the sole focus, it helps illustrate research accuracy. Cities utilizing FM3 have likely, in part, relied on the FM3's research and advice to determine if a particular Local Finance Measure should be placed on a ballot. Locally, FM3 has worked on similar Local Finance Measures in the following cities:

- Garden Grove
- La Habra
- Los Alamitos
- Santa Ana
- Westminster

Although FM3's cost is the highest of the three proposals, their accuracy and extensive experience suggests that this one-time cost will produce invaluable information that will help inform future City Council decisions and direction to City staff.

7. ATTACHMENTS

- Proposed FM3 Professional Services Agreement and Proposal

PROFESSIONAL SERVICES AGREEMENT
[Budget Priority and Revenue Survey]

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made at Orange, California, on this ___ day of _____, 2023 (the "Effective Date") by and between the CITY OF ORANGE, a municipal corporation ("City"), and FAIRBANK, MASLIN, MAULLIN, METZ & ASSOCIATES, INC. (FM3), 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.

Jack Morgan, Senior Assistant to the City Manager ("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 SIXTY-FIVE THOUSAND SEVEN HUNDRED FIFTY DOLLARS and 00/100 ($65,750.00) 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. 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. **[**Contractor further agrees that it shall not be eligible to work as the design/build firm for the project that is the subject of this Agreement.**]**

17. Indemnity.

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

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

(2) Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission other than a professional act 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) 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"
FM3 Research 12100 Wilshire Blvd., Ste. 350 Los Angeles, CA 90025 Attn.: Richard Bernard	City of Orange 300 E. Chapman Avenue Orange, CA 92866-1591 Attn.: Jack Morgan
Telephone: 310-828-1183 E-Mail: Bernard@FM3Research.com	Telephone: 714-744-2220 E-Mail: jmorgan@cityoforange.org

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

[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"

FAIRBANK, MASLIN, MAULLIN, METZ & ASSOCIATES, INC. (FM3), a California corporation

*By:_____
Printed Name:_____
Title:_____

*By:_____
Printed Name:_____
Title:_____

"CITY"

CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater, Mayor

ATTEST:

_____
Pamela Coleman, City Clerk

APPROVED AS TO FORM:

_____
Nathalie Adourian
Senior Assistant City Attorney

***<u>NOTE</u>: City requires the following signature(s) on behalf of the Contractor:**

-- **(1) the Chairman of the Board, the President or a Vice-President, <u>AND</u> (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. <u>OR</u>**

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

√

EXHIBIT "A"

SCOPE OF SERVICES

[Beneath this sheet.]

FM3 RESEARCH | OPINION RESEARCH & STRATEGY

TO	Tom Kisela, City Manager and Jack Morgan, Senior Assistant to the City Manager City of Orange
FROM	Dr. Richard Bernard, and Adam Sonenshein FM3 Research
RE:	Cost Estimate for City of Orange Resident Budget Priority Survey
DATE	October 9, 2023

Fairbank, Maslin, Maullin, Metz & Associates (FM3) is happy to submit this survey research proposal including FM3's background, the firm's relevant experience, proposed summary of research scope and estimated costs to work on behalf of the City of Orange. FM3 understands that the City of Orange is looking for a public opinion research firm to primarily gauge your residents' budget priorities, as well as the viability of one of three possible revenue enhancement mechanisms (sales tax, transient occupancy tax, utility user tax) that could be placed on a future City ballot. Given our experience we believe we are well-suited for this role.

FM3 BACKGROUND

Fairbank, Maslin, Maullin, Metz & Associates (FM3 Research or FM3) has been conducting public policy-oriented opinion research since 1981 on issues of major economic and social concern. As a California-based company, we are a medium-sized research firm with 22 full-time employees working out of our Oakland and Los Angeles offices. The research FM3 conducts goes far beyond simply documenting the knowledge, views, and behaviors of various populations. Rather, our work produces actionable data that provides a strategic roadmap for policy makers and informs community outreach and communication efforts.

Each of the research projects we do is led by one of our six partners, all of whom are nationally respected authorities on public opinion research. As our client, you will have direct access to not only the partner working on your project, but also several other key staff members with advanced degrees in public policy, research methods, and/or extensive experience working in state and local government.

FM3 offers a hands-on approach in which one of our partners is engaged in the research every step of the way.

When you work with us, an FM3 partner is always just a phone call away, happy to provide consultation to help keep your projects moving in the right direction.

While our firm is not so big that you will wonder whom to call with your questions, we are big enough to have our own in-house data analysis/processing team and graphic design resources. This means we can provide our clients with a level of personal attention and service from firm partners and other senior staff more often associated with much smaller organizations, while also providing rapid project turnaround and more sophisticated data analysis and presentations tailored to client needs that one might expect from larger firms.

FM3 utilizes a variety of research tools designed to address each client's unique circumstances. Some of these tools are quantitative, such as surveys; some are qualitative, such as focus groups; and others fall somewhere in between. In any given year, FM3 conducts more than 300 surveys and 160 focus groups, in addition to providing ongoing consulting for key clients. We also actively monitor methodological developments through our industry's trade association—the American Association for Public Opinion Research (AAPOR)—and continually experiment with newly evolving online and digital research approaches.

Local Experience

FM3 has ample experience working in Orange County on behalf of various government agencies to conduct opinion research related to strategic plans, budget priorities, ballot initiatives and/or resident satisfaction surveys, for such cites as Buena Park, Costa Mesa, Dana Point, Fountain Valley, Fullerton, Huntington Beach, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Santa Ana, Westminster and Yorba Linda (see references below).

We have also conducted several projects for the Orange County Transportation Authority (OCTA), the Southern California Association of Governments (SCAG), as well as various community college districts, local school districts and water districts.

References:

Al Zelinka
City Manager
City of Huntington Beach
Phone: 714-536-5202
Al.Zelinka@surfcity-hb.org

Lori Ann Farrell Harrison
City Manager
City of Costa Mesa
Phone: 714-754-5328
LoriAnn@costamesaca.gov

Chet Simmons
City Manager
City of Los Alamitos
Phone: 562-431-3538, ext. 201
csimmons@cityoflosalamitos.org

Christine Cordon
City Manager
City of Westminster
Phone: 714-548-3237
ccordon@westminster-ca.gov

Michael Killebrew
City Manager
City of Dana Point
Phone: 949-248-3513
mkillebrew@danapoint.org

Experience Conducting City Government Surveys

For more than four decades, FM3 has conducted hundreds of resident satisfaction and strategic planning surveys for local governments throughout our home state of California. This research is designed to produce actionable outcomes for clients and inform critical decisions such as those involving resource allocation, public policy, and personnel management. In this work, we have designed questions on a broad and diverse set of issues and have a library of knowledge of how to effectively measure opinions and report what is significant in those findings. We explore awareness and attitudes toward a full range of local issues, including perceptions of overall quality of life; the performance of city government generally and of specific city departments, employees, and services; the management of public funds; how to enhance the public's trust in local government; the quality of city infrastructure; and any other important topics facing the city.

FM3's past clients for these services include the California municipalities of:

Agoura Hills	Dublin*	Irvine	Ontario*	San	Saratoga
Anaheim	El Monte	La Habra	Oakland*	Francisco*	Signal Hill
Bellflower*[1]	Fairfield	Lakewood*	Palo Alto	San Jose*	Southgate
Burbank	Folsom	Larkspur	Pasadena*	San Juan	Stanton*
Camarillo	Fremont*	Lomita	Pleasanton*	Capistrano	Sunnyvale
Capitola*	Grass Valley	Long Beach*	Rancho	San Luis	Torrance*
Carson*	Hawaiian	Los Angeles	Cordova	Obispo	Vallejo
Citrus Heights	Gardens	Manhattan	Rancho Palos	San Ramon*	Ventura
Concord	Healdsburg	Beach	Verdes	Santa	West
Coronado*	Hemet	Millbrae	Rancho Santa	Barbara*	Hollywood*
Chico	Hercules	Milpitas	Margarita	Santa	
Dana Point*	Huntington	Modesto*	Redondo	Monica*	
Del Mar	Beach	Moreno	Beach		
		Valley			

In addition to our work with local governments conducting resident community surveys, FM3 is a leading provider of research for successful public finance ballot measures for cities (and counties and special districts) throughout California. We have provided research and strategic advice for over 600 local finance measures dealing with issues relating to public safety, infrastructure, transportation, parks and open space, utilities, libraries, education, health care, and social services for cities, counties, school districts, and other local and state service providers. In each ballot measure survey, FM3 includes questions to gauge the context of the election, including impressions on quality of life, issue concerns, government performance, and priorities for city improvements. This experience has and will continue to further our understanding of the drivers and barriers to resident satisfaction that informs our research on resident community surveys.

We have worked with some cities over many years, tracking changes over time to questions asked in each year's research, as well as modifying past survey instruments to include questions that are more pertinent to the time. FM3 also compares findings to other data, including from national studies and other cities, where comparison is illustrative. Our vast library of research allows us to examine budget priorities, satisfaction ratings and other

[1] * Denotes agencies for whom FM3 has conducted two or more constituent satisfaction surveys.

resident opinions and compare them with similar communities. These comparisons can be particularly valuable when making policy decisions and studying the decisions made in other jurisdictions on similar issues.

Our city-related research is designed to produce actionable outcomes for clients which include quantitative measurements of current city performance, satisfaction with direct customer service, public support for policies under consideration, and residents' budgetary priorities, as well as a comprehensive analysis of how each of these have evolved over time.

Research Specifications

For this project, FM3 recommends conducting a 20-minute dual-mode (telephone and online) survey among a random sample of likely November 2024 voters within your community. There are approximately 73,320 registered voters in the city who are likely to vote in the November 2024 General Election. Given the size of the population of interest and the fact that the City would like to comparatively explore the viability of three different revenue enhancement measures (sales tax, transient occupancy tax, utility user tax), FM3 recommends a sample size of 900.

The margin of error (at the 95% confidence level) for a sample size of 900 is ±3.3%. This means that, in 95 out of 100 cases, the outcome on election day will be within ±3.3% of what our survey data suggested it would be. Since the City would like to treat each measure equally, we would recommend that three random subsamples (each comprising one-third of the total sample) be asked a series of questions associated with one of the three respective ballot measures. The result is that each measure will be comparatively evaluated with a margin of error of ±5.7%.

Given the size of the city's Latino population (approximately 26% of likely November 2024 voters), we recommend conducting online and telephone interviews in both English and Spanish. Furthermore, given the fact that approximately four percent of the city's likely November 2024 General Election voters are Vietnamese, we would recommend that the survey is offered on the telephone in Vietnamese as well.

We recommend utilizing three different contact methods (emails, text messages and telephone calls) to provide an array of ways for potential respondents to participate in the survey. Providing multiple forms of contact also helps us engage historically disadvantaged communities that may not have adequate broadband access and/or access to computers or smart phones. Additionally, different demographic groups often have varying communication preferences—some may be more likely to answer a phone call than open an email or text message, and vice versa.

Description of Methodology

The research process will begin with an initial kickoff meeting between FM3 and your project team. This meeting will provide an opportunity for an extensive review of relevant background information and context, as well as a detailed discussion of your objectives for the project.

In designing a survey questionnaire for your city, FM3 will draw from its knowledge of public opinion survey methodology; our comprehensive review of your city's past survey research (including tracking past questions

when appropriate); your current and future objectives and needs; and our own vast library of research on budgetary priority surveys. We will proceed through several drafts, incorporating feedback from your team before each revision, to develop a research instrument that will successfully obtain all the desired information.

FM3 will then pull a random list of voters from the voter file.

Because subsets of the sample will be invited to take the survey online, FM3 will also create initial drafts of emails, and text invitations for your review. All invitations will be tied to a specific address so that only one respondent per address can participate. Based upon the final sample specifications, FM3 will set a target number of interviews to be completed online.

Within several days of the initial invitation distribution, we will examine the demographic and geographic characteristics of the online completes and then begin conducting telephone interviews to balance out the sample and target underrepresented subgroups. Additionally, we will send out a number of text invitations to help reach the overall target number of online completes and complement the other contact methods.

Once the survey is complete, FM3 will generate a report of the survey results in a PowerPoint presentation, including summaries of key findings.

Upon conclusion of the survey project, the City will have received from FM3 each of the documents listed below. All documents can be provided in hard copy or electronic form (or both), depending on your preference.

- ✓ Final survey questionnaire
- ✓ PowerPoint presentation (including key findings, results, conclusions, and actionable recommendations)
- ✓ Presentations of results to staff, councilmembers, or other stakeholders (in person if desired)

Finally, after FM3's final deliverables have been completed, we will remain available to answer follow-up questions and to present results to additional key stakeholders. We view the responses to the survey as an ongoing data resource; if needed, FM3 can conduct further analysis to provide answers to any follow-up questions that may arise.

Proposed Summary of Research Scope and Estimated Costs

Research Methodology	Dual-mode, telephone and online survey, with contact of respondents by telephone (cell phones and landlines), email invitations and text message invitations
Survey Universe	Likely November 2024 Voters in the City of Orange
Sample Size	900 respondents
Margin of Sampling Error	±3.3 percent in 95 out of 100 cases for a sample of 900 respondents ±4.5 percent in 95 out of 100 cases for a sample of 450 respondents ±5.7 percent in 95 out of 100 cases for a sample of 300 respondents

Questionnaire Length	20-minute survey, featuring between 55 and 70 unique questions (including battery question items and demographic questions)
Languages	Based on an analysis of likely voters, we recommend English, Spanish and Vietnamese telephone interviews; online interviews in English and Spanish only.
Deliverables	Following the completion of the survey, FM3 will provide: • A survey questionnaire for easy reference • An analysis of survey results in PowerPoint report • A presentation of the survey results, if requested FM3 will also be available for ongoing consultation and any further analysis of the research.
Cost	FM3 is prepared to conduct the survey for a not to exceed cost of $65,750. This cost is comprehensive, and includes questionnaire design, sample acquisition and preparation, programming, email and text message invitations, online survey hosting in English and Spanish, telephone interviewing in English, Spanish and Vietnamese, data entry and analysis, and reporting.

We are excited to work together on this project. If you have any questions or if there is any further information we can provide, please do not hesitate to contact us. Thank you for your consideration and you may reach us as follows:

Richard Bernard
Fairbank, Maslin, Maullin, Metz & Associates (FM3)
[redacted] (Cell)
Bernard@FM3Research.com
Adam Sonenshein
Fairbank, Maslin, Maullin, Metz & Associates (FM3)
[redacted] (Cell)
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Agenda Item

City Council

Item #: 9.1. 10/24/2023 **File #:** 23-0674

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 Introduction and First Reading of Ordinance No. 15-23 amending Titles 16 and 17 of the Orange Municipal Code to enact definitions and development standards applicable to lot splits and second dwelling units in single-family residential zones as a result of Senate Bill 9 and finding of CEQA exemption.

2. SUMMARY

Senate Bill 9 (SB 9), effective January 1, 2022, regulates development of single-family zoned (R1) property by allowing both the splitting of single-family (R1) zoned property into two lots (often referred to as “urban lot split”) and two single-family residences on each single-family zoned lot (“often referred to as “second unit development”). The proposed Ordinance provides appropriate regulation and standards consistent with SB 9.

3. RECOMMENDED ACTION

Introduce and conduct First Reading of Ordinance No. 15-23. An Ordinance of the City Council of the City of Orange amending Title 16 (Subdivisions) and Title 17 (Zoning) of the Orange Municipal Code by enacting ministerial standards applicable to lot splits in single-family residential zones allowed as a result of SB 9, enacting ministerial standards applicable to the location, access, size and setback of second dwelling units in single-family residential zones allowed as a result of SB 9, and adding and revising definitions to clarify said development standards.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 1: Provide for a safe community

d: Assure the development of the City occurs in a fashion that maximizes public safety.

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

c: Support and enhance attractive, diverse living environments.

6. DISCUSSION AND BACKGROUND

The proposed Ordinance has been prepared in an effort to implement SB 9 which became effective on January 1, 2022, and requires cities to approve, as a ministerial action and without discretionary

review, certain lot splits in R1 zones, and certain applications to add a second dwelling unit on a single-family lot. In summary, SB 9 only applies in single-family residential zones and allows urban lot splits and second unit development ministerially. The law also contains certain limitations on the creation of units under SB 9, such as prohibiting the use of SB 9 on historic sites or in historic districts, short-term rentals, and alteration or demolition of rent-controlled housing (for example). It also provides that only objective zoning standards, subdivision standards and design standards can be applied, and such standards cannot preclude development of two units of eight hundred (800) square feet.

As background, on December 14, 2021, the City Council adopted interim Ordinance No. 18-21, which addressed the immediate threat to the public health, safety and welfare caused by the ability to split R1 lots and add second units to R1 lots. The interim ordinance provided procedures for evaluating applications for lot splits and additional residential units, established objective development standards for lot splits and additional residential units, and revised definitions relating thereto. The Ordinance was extended by the City Council on November 15, 2022, (under Interim Ordinance 18-21B) and now expires on December 13, 2023. The Ordinance is not eligible for additional extensions. Hence, a permanent ordinance is necessary.

Interim Ordinance No. 18-21 and 18-21B set into place allowable development standards permitted by SB 9 with the goal to establish preliminary standards for any SB 9 development applications that would follow. Both the interim and proposed permanent ordinance reiterate important components of SB 9 and, where appropriate, provide standards and/or regulations in areas not addressed and not prohibited by SB 9. Detailed information about the interim Ordinance and permanent Ordinance is contained in Attachments 6, 8, and 11.

In addition, it should be noted that staff will adhere to the State Department of Housing and Community Development ADU guidance on the ADU and SB 9 statutes in assessing ADUs and JADUs associated with SB 9 developments. SB9 provides that a city is not required to permit ADUs and JADUs when a lot is both created by an SB 9 lot split and developed with a SB 9 two-unit development. Otherwise, ADUs, as a “unit” are allowed. Generally, no more than 4 units total could be constructed on single-family lots.

Both the interim, and proposed Ordinance, contain the following provisions consistent with SB 9:

- Establishes Community Development Director approval authority;
- Establishes ministerial approval criteria in the Subdivision Ordinance;
- Clarifies existing definitions and adds definitions;
- Clarifies ministerial approval for SB 9 projects in the specific administrative procedures section of the Zoning Code;
- Adds SB 9 units as a permitted use to the Land Use Matrix (Table 17.13.030)
- Establishes denial and condition criteria pursuant to SB 9 in the Zoning Code;, including prohibiting SB 9 development in the Old Towne and Eichler districts
- Establishes objective design standards for SB 9 units;
- Facilitates allowance for the minimum 800 square feet unit size;

- Establishes development standards consistent with SB 9;
- Establishes parking standards consistent with SB 9;
- Addresses nonconformities for SB 9 lot splits

The proposed Ordinance also contains some additional clarifications and additions, consistent with SB 9:

- Deletes references to accessory dwelling units (ADUs) and Junior Accessory Dwelling Units (JADUs) specifically and provides references to units more generally.
- Adds language that certain SB 9 units may not be conveyed separately, including via condominium maps, for development within a lot resulting from an urban lot split and for second unit developments.
- Text clarifies that 4 units is generally the maximum number that may occur pursuant to SB 9.

A greater summary of ordinance regulations is provided in the attached December 14, 2021 City Council staff report (Attachment 8) but is superseded by the changes specified within this staff report. The full extent of Orange Municipal Code changes can be viewed in Redlined Ordinance 15-23 (Attachment 2) and the SB 9 Ordinance (Attachment 1). A Summary Chart of SB 9 Provisions and SB 9 State Law are provided in Attachments 14 and 15.

At their October 2, 2023, Planning Commission meeting, the Planning Commission voted 6:0, with one member absent, to recommend that the City Council approve Ordinance No. 15-23.

7. ENVIRONMENTAL REVIEW

Statutory Exemption: As stated in the California Department of Housing and Community Development SB 9 Fact Sheet: "…the preparation and adoption of the ordinance is not considered a project under CEQA. In other words, the preparation and adoption of the ordinance is statutorily exempt from CEQA." The subject Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines 15060(c)(2), 15060(c)(3) and 15061 (b)(3) because it will not result in a direct or reasonably foreseeable indirect physical change in the environment, because there is no possibility it will have a significant effect on the environment, and it is not a "project", as defined in Section 15378 of the State CEQA Guidelines. In the unlikely event the Ordinance would constitute a project under CEQA, it is exempt from the provisions of CEQA per State CEQA Guideline 15321 (Class 21, Enforcement Actions by Regulatory Agencies) because it is an action taken by the City as a regulatory agency, as authorized by local ordinance, to regulate as authorized by SB 9, the processing of lot splits and applications for construction of second dwelling units in single-family residential zones in order to prevent a public nuisance. As such, no further analysis is warranted or required.

8. ATTACHMENTS

- Attachment 1 - Ordinance No. 15-23
- Attachment 2 - Ordinance No. 15-23 Redline Version
- Attachment 3 - Planning Commission Resolution No. 13-23 (unsigned)
- Attachment 4 - October 2, 2023 Planning Commission Staff Report
- Attachment 5 - October 2, 2023 Planning Commission Draft Meeting Minutes
- Attachment 6 - September 7, 2023 Planning Commission Staff Report
- Attachment 7 - September 7, 2023 Planning Commission Minutes
- Attachment 8 - December 14, 2021 City Council Staff Report
- Attachment 9 - Interim Ordinance No. 18-21
- Attachment 10 - December 14, 2021 City Council Minutes
- Attachment 11 - November 15, 2022 City Council Staff Report
- Attachment 12 - Interim Ordinance No. 18-21-B
- Attachment 13 - November 15, 2022 City Council Minutes
- Attachment 14 - Summary Chart of SB 9 Provisions
- Attachment 15 - SB 9 State Law
- Attachment 16 - ½ Mile Buffer of Bus Stops Map

Agenda Item

City Council

Item #: 9.1. 10/24/2023 **File #:** 23-0674

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 Introduction and First Reading of Ordinance No. 15-23 amending Titles 16 and 17 of the Orange Municipal Code to enact definitions and development standards applicable to lot splits and second dwelling units in single-family residential zones as a result of Senate Bill 9 and finding of CEQA exemption.

2. SUMMARY

Senate Bill 9 (SB 9), effective January 1, 2022, regulates development of single-family zoned (R1) property by allowing both the splitting of single-family (R1) zoned property into two lots (often referred to as “urban lot split”) and two single-family residences on each single-family zoned lot (“often referred to as “second unit development”). The proposed Ordinance provides appropriate regulation and standards consistent with SB 9.

3. RECOMMENDED ACTION

Introduce and conduct First Reading of Ordinance No. 15-23. An Ordinance of the City Council of the City of Orange amending Title 16 (Subdivisions) and Title 17 (Zoning) of the Orange Municipal Code by enacting ministerial standards applicable to lot splits in single-family residential zones allowed as a result of SB 9, enacting ministerial standards applicable to the location, access, size and setback of second dwelling units in single-family residential zones allowed as a result of SB 9, and adding and revising definitions to clarify said development standards.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 1: Provide for a safe community

d: Assure the development of the City occurs in a fashion that maximizes public safety.

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

c: Support and enhance attractive, diverse living environments.

6. DISCUSSION AND BACKGROUND

The proposed Ordinance has been prepared in an effort to implement SB 9 which became effective on January 1, 2022, and requires cities to approve, as a ministerial action and without discretionary

review, certain lot splits in R1 zones, and certain applications to add a second dwelling unit on a single-family lot. In summary, SB 9 only applies in single-family residential zones and allows urban lot splits and second unit development ministerially. The law also contains certain limitations on the creation of units under SB 9, such as prohibiting the use of SB 9 on historic sites or in historic districts, short-term rentals, and alteration or demolition of rent-controlled housing (for example). It also provides that only objective zoning standards, subdivision standards and design standards can be applied, and such standards cannot preclude development of two units of eight hundred (800) square feet.

As background, on December 14, 2021, the City Council adopted interim Ordinance No. 18-21, which addressed the immediate threat to the public health, safety and welfare caused by the ability to split R1 lots and add second units to R1 lots. The interim ordinance provided procedures for evaluating applications for lot splits and additional residential units, established objective development standards for lot splits and additional residential units, and revised definitions relating thereto. The Ordinance was extended by the City Council on November 15, 2022, (under Interim Ordinance 18-21B) and now expires on December 13, 2023. The Ordinance is not eligible for additional extensions. Hence, a permanent ordinance is necessary.

Interim Ordinance No. 18-21 and 18-21B set into place allowable development standards permitted by SB 9 with the goal to establish preliminary standards for any SB 9 development applications that would follow. Both the interim and proposed permanent ordinance reiterate important components of SB 9 and, where appropriate, provide standards and/or regulations in areas not addressed and not prohibited by SB 9. Detailed information about the interim Ordinance and permanent Ordinance is contained in Attachments 6, 8, and 11.

In addition, it should be noted that staff will adhere to the State Department of Housing and Community Development ADU guidance on the ADU and SB 9 statutes in assessing ADUs and JADUs associated with SB 9 developments. SB9 provides that a city is not required to permit ADUs and JADUs when a lot is both created by an SB 9 lot split and developed with a SB 9 two-unit development. Otherwise, ADUs, as a “unit” are allowed. Generally, no more than 4 units total could be constructed on single-family lots.

Both the interim, and proposed Ordinance, contain the following provisions consistent with SB 9:

- Establishes Community Development Director approval authority;
- Establishes ministerial approval criteria in the Subdivision Ordinance;
- Clarifies existing definitions and adds definitions;
- Clarifies ministerial approval for SB 9 projects in the specific administrative procedures section of the Zoning Code;
- Adds SB 9 units as a permitted use to the Land Use Matrix (Table 17.13.030)
- Establishes denial and condition criteria pursuant to SB 9 in the Zoning Code;, including prohibiting SB 9 development in the Old Towne and Eichler districts
- Establishes objective design standards for SB 9 units;
- Facilitates allowance for the minimum 800 square feet unit size;

- Establishes development standards consistent with SB 9;
- Establishes parking standards consistent with SB 9;
- Addresses nonconformities for SB 9 lot splits

The proposed Ordinance also contains some additional clarifications and additions, consistent with SB 9:

- Deletes references to accessory dwelling units (ADUs) and Junior Accessory Dwelling Units (JADUs) specifically and provides references to units more generally.
- Adds language that certain SB 9 units may not be conveyed separately, including via condominium maps, for development within a lot resulting from an urban lot split and for second unit developments.
- Text clarifies that 4 units is generally the maximum number that may occur pursuant to SB 9.

A greater summary of ordinance regulations is provided in the attached December 14, 2021 City Council staff report (Attachment 8) but is superseded by the changes specified within this staff report. The full extent of Orange Municipal Code changes can be viewed in Redlined Ordinance 15-23 (Attachment 2) and the SB 9 Ordinance (Attachment 1). A Summary Chart of SB 9 Provisions and SB 9 State Law are provided in Attachments 14 and 15.

At their October 2, 2023, Planning Commission meeting, the Planning Commission voted 6:0, with one member absent, to recommend that the City Council approve Ordinance No. 15-23.

7. ENVIRONMENTAL REVIEW

Statutory Exemption: As stated in the California Department of Housing and Community Development SB 9 Fact Sheet: "…the preparation and adoption of the ordinance is not considered a project under CEQA. In other words, the preparation and adoption of the ordinance is statutorily exempt from CEQA." The subject Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines 15060(c)(2), 15060(c)(3) and 15061 (b)(3) because it will not result in a direct or reasonably foreseeable indirect physical change in the environment, because there is no possibility it will have a significant effect on the environment, and it is not a "project", as defined in Section 15378 of the State CEQA Guidelines. In the unlikely event the Ordinance would constitute a project under CEQA, it is exempt from the provisions of CEQA per State CEQA Guideline 15321 (Class 21, Enforcement Actions by Regulatory Agencies) because it is an action taken by the City as a regulatory agency, as authorized by local ordinance, to regulate as authorized by SB 9, the processing of lot splits and applications for construction of second dwelling units in single-family residential zones in order to prevent a public nuisance. As such, no further analysis is warranted or required.

8. ATTACHMENTS

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- Attachment 15 - SB 9 State Law
- Attachment 16 - ½ Mile Buffer of Bus Stops Map

ORDINANCE NO. 15-23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ORANGE AMENDING TITLE 16 (SUBDIVISIONS) AND TITLE 17 (ZONING) OF THE ORANGE MUNICIPAL CODE BY ENACTING MINISTERIAL STANDARDS APPLICABLE TO LOT SPLITS IN SINGLE-FAMILY RESIDENTIAL ZONES ALLOWED AS A RESULT OF SB 9, ENACTING MINISTERIAL STANDARDS APPLICABLE TO THE LOCATION, ACCESS, SIZE AND SETBACK OF SECOND DWELLING UNITS IN SINGLE-FAMILY RESIDENTIAL ZONES ALLOWED AS A RESULT OF SB 9, AND ADDING AND REVISING DEFINITIONS TO CLARIFY SAID DEVELOPMENT STANDARDS.

WHEREAS, the Governor of the State of California signed into law legislation ("SB 9"), effective January 1, 2022, which generally requires the City to ministerially approve certain applications for a lot split on a single-family residentially-zoned property, which allows the creation of two half-sized lots where previously there was one lot; and

WHEREAS, SB 9 also generally requires the City to ministerially approve certain applications to build a second unit on a single-family residentially-zoned property, which allows two residential dwellings on a single-family (R-1) lot where there was previously only one dwelling permitted; and

WHEREAS, the single-family residential (R-1) zones in the City, which include neighborhoods with lots ranging from 6,000 to 20,000 square feet, one acre, and one-and-a-half acres and up, were thoughtfully planned based on the goals of the General Plan of the City, the quality of life in single-family residential neighborhoods, the public safety resources, the utility and transportation infrastructure, City recreational resources, including parks and libraries, school district considerations, and many other elements associated with sound and established planning practices; and

WHEREAS, the City's Zoning Code and General Plan also designate numerous duplex and multi-family residential zones allowing higher density housing opportunities, that were also carefully planned to ensure a high quality of life in multi-family residential neighborhoods, access to public safety resources, an efficient utility and transportation infrastructure, and an appropriate level of City recreational, park and library resources; and

WHEREAS, SB 9 allows the City to impose certain objective requirements regulating said applications to split and/or to build additional residential units on a single-family residentially-zoned property; and

WHEREAS, on December 14, 2021, the City Council adopted interim Ordinance No. 18-21, imposing development standards on lot split and second dwelling unit development projects

submitted pursuant to SB 9, which Ordinance was effective for forty-five days; and on January 11, 2022, the City Council extended interim Ordinance No. 18-21 for an additional ten months and fifteen days, until December 13, 2022; and

WHEREAS, on November 15, 2022, the City Council extended interim Ordinance No. 18-21 with the adoption of interim Ordinance 18-21-B, continuing the imposition of development standards on lot split and second dwelling unit development projects submitted pursuant to SB 9, for an additional year, until December 13, 2023; and

WHEREAS, pursuant to Government Code Section 65858(a), no further extension of the interim Ordinance imposing development standards on lot split and second dwelling unit development projects submitted pursuant to SB 9, is available; and

WHEREAS, on October 2, 2023, at a regularly scheduled public hearing noticed in accordance with Government Code Section 65090, the Planning Commission of the City of Orange recommended by a vote of 6 to 0 that the City Council of the City of Orange adopt Ordinance No. 15-23 imposing development standards on lot split and second dwelling unit development projects submitted pursuant to SB 9; and

WHEREAS, notice of a City Council of the City of Orange public hearing on the subject matter was published in a newspaper of general circulation in accordance with Government Code Section 65090; and

WHEREAS, the City Council of the City of Orange public hearing was held on October 24, 2023, to consider Ordinance No. 15-23; and

WHEREAS, this Ordinance has been reviewed for compliance with the California Environmental Quality Act (CEQA), the CEQA Guidelines, and the City's environmental procedures, and has been found to be exempt, consistent with the findings in Section XXI of this Ordinance; and

WHEREAS, the City Council having considered the proposed revisions to the Orange Municipal Code (OMC) at a public hearing held on October 24, 2023, including review of the staff report, and having received public testimony on the item, therefore determine that Ordinance No. 15-23 incorporates reasonable development standards for lot split and second dwelling unit development projects submitted pursuant to SB 9, and the Ordinance would promote orderly development in the City necessary for the preservation of the public peace, health, safety and welfare of the community; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORANGE DOES HEREBY ORDAIN AS FOLLOWS:

SECTION I:

That the recitals and findings contained herein are true and correct, incorporated herein, and with the public record, form the basis for the extension of this interim Ordinance.

SECTION II:

Section 16.08.010.E of the Orange Municipal Code, "Subdivisions – Maps – General Provisions," is hereby amended to read as follows:

E. The advisory agency with the power of final approval over the tentative parcel map, shall thereupon make a finding that the proposed division of land complies with all requirements of the Subdivision Map Act or this title, 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. For parcel maps submitted pursuant to SB 9, the Community Development Director shall approve or deny the application for a parcel map for an urban lot split ministerially without discretionary review.

SECTION III:

The title of Section 16.12.030 of the Orange Municipal Code, "Subdivisions – Procedure – Tentative Parcel Map – Staff Review Committee Approval," is hereby amended to read as follows:

16.12.030 Tentative Parcel Map — Approval or Denial.

SECTION IV:

Section 16.12.030 of the Orange Municipal Code, "Subdivisions – Procedure – Tentative Parcel Map –Approval or Denial," is hereby amended to add the following:

E. The Community Development Director shall have authority to approve all parcel map applications for an urban lot split proposed in a single-family residential zone, pursuant to SB 9. Approval shall be a ministerial action without discretionary review.

1. For approval of a parcel map, the Community Development Director shall find the following:

a. The parcel map subdivides an existing parcel to create no more than two (2) new parcels of approximately equal lot area provided that one parcel shall not be smaller than 40 percent of the lot area of the original parcel proposed for subdivision.

b. Both newly created parcels are no smaller than 1,200 square feet.

c. The parcel being subdivided meets all the following requirements:

i. The parcel is located within a single-family residential zone.

ii. The parcel meets all requirements of Section 17.13.040.GGG.1.

iii. The parcel has not been established through prior exercise of an urban lot split as provided for in SB 9.

iv. Neither the owner of the parcel being subdivided nor any person acting in concert with the owner has previously subdivided an adjacent parcel using an urban lot split as provided for in SB 9.

v. The parcel map conforms to all applicable objective requirements of the Subdivision Map Act (commencing with Section 66410), except as otherwise expressly provided in SB 9.

d. In furtherance of the intent of SB 9 to create dwelling units, plans for units on a lot undergoing a parcel map application shall have received approval through the building permit plan check process and be ready for building permit issuance concurrently with final parcel map approval.

2. The Community Development Director shall place the following conditions on approval of the parcel map, as appropriate:

a. A requirement for easements for the provision of public safety services and facilities.

b. A requirement that the parcels have access to, provide access to, or adjoin the public right-of-way.

c. A requirement for off-street parking pursuant to the single-family residence parking requirement specified in Table 17.34.060.A, except as otherwise expressly provided under SB 9.

d. A requirement that the uses allowed on the lots be limited to residential uses.

3. The City shall not require dedications of rights-of-way or the construction of offsite improvements for the parcels being created as a condition of issuing a parcel map.

4. The authority for denial of a parcel map submitted pursuant to SB 9 is the building official. For denial of a parcel map the building official shall make a written finding, based upon a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact, as defined and determined in Government Code Section 65589.5(d)(2), upon public health and safety or the physical environment, for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

SECTION V:

Section 16.16.020 of the Orange Municipal Code, "Subdivisions – Requirements-Dedications-Fees – Street, Alley and Easement Dedications," is hereby amended to add the following:

E. The City shall not require dedications of rights-of-way or the construction of offsite improvements for parcels created pursuant to SB 9. Easements for public safety services and facilities for such parcels may be required by the Community Development Director.

SECTION VI:

Section 16.16.170 of the Orange Municipal Code, "Subdivisions – Requirements-Dedications-Fees – Soils Report Required," is hereby amended to add the following:

D. For parcel maps submitted pursuant to SB 9, with residential units connected to an onsite wastewater treatment system, the applicant may submit a percolation test completed within the last five (5) years, or, if the percolation test has been recertified, within the last ten (10) years.

SECTION VII:

Section 17.04.021 of the Orange Municipal Code, "Zoning – Definitions – "B" Definitions," is hereby amended to read as follows:

"Bedroom" - Any habitable room in a dwelling unit other than a bathroom, kitchen, dining room or living room with the following features: an interior door that can be closed or an opening into the room in which an interior door or double door can be easily installed; a window; and a closet or room for a wardrobe in addition to a bed. For planning development standards purposes, not to be confused with any building code standards, a room may be deemed not a bedroom if a floor to ceiling horizontal distance of at least 7 feet remains open and without any type of door and no closet exists.

SECTION VIII:

Section 17.04.023 of the Orange Municipal Code, "Zoning – Definitions – "D" Definitions," is hereby amended to read as follows:

"Duplex or duplex residential" - An attached or detached building containing two dwelling units wherein the occupants of each individual dwelling unit are living and functioning together as a single housekeeping unit, meaning that they have established ties and familiarity with each other, jointly use common areas, interact with each other, share meals, household activities, expenses and responsibilities, membership in the single housekeeping unit is fairly stable as opposed to transient, and members have some control over who becomes a member of the single housekeeping unit. A property designated Duplex Residential is neither a single-family nor a multi-family property.

SECTION IX:

Section 17.04.025 of the Orange Municipal Code, "Zoning – Definitions – "F" Definitions," is hereby amended to read as follows:

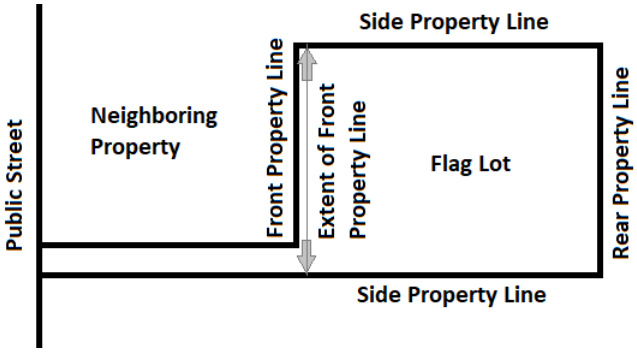
"Floor area ratio" (F.A.R. or FAR) - The building square footage divided by lot area. Building square footage shall include all structures on a lot, including garages and accessory

structures, unless otherwise provided in this Code. Parking structures and patio covers open on at least two sides shall not be included in the calculation of F.A.R. F.A.R. shall not include ADUs but ADUs shall count against future primary building additions and future accessory structures.

SECTION X:

Section 17.04.031 of the Orange Municipal Code, "Zoning – Definitions – "L" Definitions," is hereby amended to read as follows:

LOT LINE, FRONT - In the case of an interior lot, the line dividing the lot from the street. In the case of a corner lot or through lot, the shorter lot line abutting a street shall be deemed the front lot line and the longer lot line abutting a street shall be deemed an exterior side, unless determined otherwise by the Zoning Administrator. In the case of a through lot or a corner lot whose exterior lot lines are the same length, the lot line where the principal access to the lot is provided shall be deemed to be the front lot line. In the case of an interior lot, when the lot line abutting a street is curved, the front lot line follows the curve; for corner lots, separation of lines occurs at the middle of the curve. For a flag lot, the front lot line is the shortest lot line adjoining the pole portion of the lot including the width of the pole as shown in the figure that follows.



SECTION XI:

Section 17.04.038 of the Orange Municipal Code, "Zoning – Definitions – "S" Definitions," is hereby amended to read as follows:

"Story, half" - One half-story as opposed to full story buildings are structures in which the top floor area is within the established roof line, and room heights within the half-story space conform to the California Building Code regulations for "habitable" space. The building has two floors of habitable rooms but appears as a one story structure from an architectural standpoint. The half-story may contain dormers. Within the Old Towne or established Historic District, the habitable space for the expansion of existing half-story structures and/or the new construction of half-story structures, including any dormers, shed roofs, and unfinished areas, shall not exceed sixty (60) percent of the gross floor area of the floor below.

"Story, habitable" - A story maintaining room heights conforming to the California Building Code regulations for "habitable" space. Height-qualifying habitable stories shall be considered a story regardless of interior finish status.

SECTION XII:

Section 17.10.060.D.1.b of the Orange Municipal Code, "Zoning – Specific Administrative Procedures – Site Plan Review – Minor Site Plan Review - Criteria," is hereby amended to read as follows:

b. Construction of six (6) or fewer residential units on a single parcel, when only one parcel is being developed. Units constructed in single-family (R-1) districts pursuant to SB 9 shall not require site plan review under this section.

SECTION XIII:

Section 17.10.060.D.1.f of the Orange Municipal Code, "Zoning – Specific Administrative Procedures – Site Plan Review – Minor Site Plan Review - Criteria," is hereby amended to read as follows:

f. Creation of lots or building sites with no direct access to a public street except for those units with access easements created to accommodate the construction of units pursuant to SB 9.

SECTION XIV:

Section 17.10.070.B.7 of the Orange Municipal Code, "Zoning – Specific Administrative Procedures – Design Review – When Design Review is Required - Exception," is hereby added to read as follows:

7. Exception. Units created in a single-family (R-1) residential zone pursuant to SB 9 shall not require design review but shall instead meet all objective design review standards specified in Section 17.13.040.GGG and Chapter 17.14.

SECTION XV:

Table 17.13.030 of the Orange Municipal Code, "Zoning – Master Land Use Table – Permitted Uses," is hereby amended to add the following:

[See next page]

Table 17.13.030 Permitted Uses.

ZONING	RESIDENTIAL							COMMERCIAL						MIXED USE					INDUSTRIAL		AGRICULTURAL OPEN SPACE			PI	OVERLAY		SAND & GRAVEL
LAND USE	R1-5	R1-6 to R-15	R1-20 to R-140 & R1-R	R2-6 to R2-8	R-3	R-4	MH	OP	CP/C1	CTR	C2	C3	CR	OTMU-15S	OTMU-15	OTMU-24	NMU-24	UMU	M1	M2	A1	RO	SH	PI	FP-1	FP-2	SG
Housing—Includes all structures permitted as living quarters whether they be for short or long-term occupancy. Includes all uses identified in California Building Code definitions that are preceded with main entry words (key terms) that include one of the following: Dwelling, unit, house, housing, congregate, residence, multifamily, dormitory, home(s), hotel, motel, residential care facility, residential facility, or lodging.																											
Single-family dwelling	P*	P	P	P	P	P	-	P	-	-	-	-	-	P*	P*	P*	-	-	-	-	P	-	-	-	-	-	-
Single-family dwelling created pursuant to SB 9	P*	P*	P*	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

SECTION XVI:

Section 17.13.040 of the Orange Municipal Code, "Zoning – Master Land Use Table – Special Use Regulations," is hereby amended to add the following:

GGG. Single-family Dwelling Created Pursuant to SB 9.

1. Approval shall be subject to the proposed housing development meeting all the requirements of SB 9 which include:

a. The parcel is not located on a site specified in subparagraphs (B) to (K), inclusive, of Government Code Section 65913.4(a)(6) as summarized below:

i. Prime farmland, farmland or statewide importance, or land that is zoned or designated for agricultural protection or preservation by the voters.

ii. A wetland

iii. Within a very high fire hazard severity zone, unless the site complies with all fire-hazard mitigation required by existing building standards.

iv. A hazardous waste site that has cleared the site for residential use or residential mixed uses.

v. Within a delineated earthquake fault zone unless the development complies with applicable seismic protection building code standards.

vi. Within a 100 year flood hazard area, unless it has either:

(I) Been subject to a Letter of Map Revision prepared by the Federal Emergency Management Agency and issued to the local jurisdiction, or

(II) Meets Federal Emergency Management Agency requirements necessary to meet minimum flood plain management criteria of the National Flood Insurance Program.

vii. Within a regulatory floodway unless the development has received a no-rise certification.

viii. Land identified for conservation in an adopted natural community conservation plan or other adopted natural resource protection plan.

ix. Habitat for protected species.

x. Land under conservation easement.

b. The proposed housing development would not require demolition or alteration of any of the following types of housing:

i. Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.

ii. Housing that has been occupied by a tenant in the last three (3) years.

c. The parcel subject to the proposed housing development is not a parcel on which an owner of residential real property has exercised the owner's rights under Chapter 12.75 (commencing with Section 7060) of Division 7 of Title 1 to withdraw accommodations from rent or lease within 15 years before the date that the development proponent submits an application.

d. Notwithstanding any provision in the Orange Municipal Code to the contrary, the proposed housing development does not allow the demolition of more than 25 percent of the existing exterior structural walls, unless the site has not been occupied by a tenant in the last three (3) years.

e. The development is not located within a historic district or property included on the State Historic Resources Inventory, as defined in Section 5020.1 of the Public Resources Code, or within a site that is designated or listed as a city or county landmark or historic property or district pursuant to a city or county ordinance.

2. The proposed housing development may be denied if the building official makes a written finding, based upon a preponderance of the evidence, that the proposed housing development project or urban lot split would have a specific, adverse impact, as defined and determined in Government Code Section 65589.5(d)(2), upon public health and safety or the physical environment, for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

3. The ministerial approval may include the conditions for a parcel map specified in section 16.12.030.E, if applicable.

4. All rental units shall be rented for a term longer than 30 days.

5. An applicant for a parcel map to create an urban lot split shall sign an affidavit stating their intent to occupy one of the housing units as their principal residence for a minimum of three (3) years from the date of the approval of the urban lot split. Any "community land trust," as defined in Revenue and Taxation Code Section 402.1(a)(11)(C)(ii), or a "qualified nonprofit corporation" as described in Revenue and Taxation Code Section 214.15, shall be exempt from the affidavit.

6. Separate conveyance of the resulting lots in an urban lot split is permitted. If dwellings or other structures (such as garages) on different lots are adjacent or attached to each other, the urban lot split boundary may separate them for conveyance purposes if the structures meet building code safety standards and are sufficient to allow separate conveyance. Separate conveyance of units within a lot resulting from an urban lot split shall be subject to the following:

a. Primary dwelling units within a lot that is created by an urban lot split may not be owned or conveyed separately from each other.
b. Condominium airspace divisions and common interest developments are not permitted within a lot that is created by an urban lot split.
c. All fee interest within a lot and all dwellings on the lot must be held equally and undivided by all individual property owners.

7. Separate conveyance of units on an undivided lot is subject to the following:

a. Primary dwelling units on an undivided lot may not be owed or conveyed separately from each other.
b. Condominium airspace divisions and common interest developments are not permitted within the undivided lot
c. All fee interest in the undivided lot and all the dwellings on the undivided lot must be held equally and undivided by all individual property owners.

8. All development, design, and parcel map standards in this section and in Chapter 17.14 shall be applied to units created under SB 9, provided that at least an 800 square foot unit is allowed to be constructed.

9. The following objective design standards shall apply to all single-family dwellings created pursuant to SB 9 and to associated on-site improvements:

a. Units with identical building elevations and/or floor plans shall not be located on adjacent lots or directly across the street from each other.

b. Design elements and detailing shall be continued completely around the structure. Such design elements shall include window treatments, trim detailing, exterior wall materials, and color pallet. Firewalls are not exempt from the required design elements.

c. At least two (2) building materials shall be used on any building frontage (excluding roof and foundation) in addition to glazing and railings. Any one material shall comprise at least 20% of the building frontage.

d. At least two (2) exterior colors shall be used. Elements that count toward this requirement include cladding material, trim/accent colors, and visually significant colors for doors, and similar elements. Primary colors shall be used as accent colors only.

e. Trash receptacles locations shall be identified on project plans and shall demonstrate screening from public view via equivalent-height landscaping or a solid wall or fence.

f. The main entry shall not be the garage door and shall be prominently placed on the elevation facing the street.

g. Linear streetscape appearance in the building facade shall be avoided by providing variations in horizontal plane in a minimum of 50% of the building front and street side elevations. Variations shall include indentations, recesses, or projections of two (2) feet or greater. Vertical architectural elements (pilasters, columns, piers, other structural elements) shall vertically project a minimum of eight (8) feet in height and project a minimum of eight (8) inches from the building face.

h. Units shall include a minimum three (3) element(s) from the following list to add visual variety and interest to building facades and enhance the connection between public and private realms: eaves, cornices, trellises, overhangs, exposed structural elements such as rafters, recessed windows, columns, bay windows. Other elements may be approved if they provide equivalent visual variety and interest.

i. Primary interior living spaces (bedroom and living areas) shall be offset a minimum eight (8) feet from a facing neighboring primary interior space on the same story.

j. A minimum eight (8) feet shall be maintained between any primary interior living space (bedroom and living area) and an existing neighboring primary living space on the same story.

k. Trim surrounds shall be provided at all exterior window and door openings. Trim shall be substantial, visible, and at least two (2) inches in depth.

l. Classical window proportions shall be provided such as 2:1, 3:2, or 4:3.

m. No building facade may extend in a continuous plane for more than 20 feet without a window, door, variation in horizontal plane, or vertical architectural element.

n. A minimum three (3) foot wide interior clear planter width landscaping shall be provided between the closest parallel property line to a driveway and the subject property. For flag lots, the planter shall only be required adjacent to the property not part of the project. Within the planter area, landscaping shall be maintained at a height of no greater than 42 inches to allow for line of sight to pedestrians and motorists for vehicles exiting the driveway.

o. Driveways to required parking shall not be asphalt, shall be a minimum 12 feet in width, and shall be concrete, pavers, stone, brick, or similar material. No driveway shall be allowed for units that do not require an on-site covered parking space and are not electing to include covered parking. Controlled or restricted entrances to required or provided parking are prohibited.

SECTION XVII:

Section 17.14.060 of the Orange Municipal Code, "Zoning – Residential Districts – Reserved," is hereby replaced with the following:

17.14.060 - Units Created in a Single-family (R-1) Residential Zone Pursuant to SB 9.

The development standards specified in Section 17.13.040.GGG and Table 17.14.060 shall apply to dwelling units created under SB 9. In addition, the following shall apply:

A. In the event development standards physically preclude the construction of up to two (2) units or preclude either of the two (2) units from being at least 800 square feet in floor area, a minimum 800 square foot unit shall be allowed with code waivers chosen and authorized by the Community Development Director based on prioritizing preservation of neighborhood character and privacy to adjacent properties. The Director may consider waivers such as, but not limited to:

1. Allowing half basement construction to facilitate two-story construction no greater than 16 feet tall.

2. Allowing a reduced front yard setback.

3. Reducing distancing from an existing structure on the original parcel.

B. Parking shall be provided as specified in Chapter 17.34

C. One (1) bedroom is allowed for each five hundred (500) square foot increment of unit square feet. Increments are rounded up, e.g., a 1,001 square foot unit may have 3 bedrooms. Bedroom and bathroom square feet shall be limited to no greater than 63.5% of the total square feet of the unit. Direct exterior access to bedrooms is prohibited, except for the largest bedroom.

D. All accessory structures, including garages, shall be subject to the provisions of Title 17, including but not limited to setbacks, floor area ratio, lot coverage, distancing from other structures, ratio of structures to dwelling, open space, and height.

Table 17.14.060
RESIDENTIAL DEVELOPMENT STANDARDS FOR UNITS CREATED IN A SINGLE-FAMILY (R-1) RESIDENTIAL ZONE PURSUANT TO SB 9

[See next page]

Table 17.14.060
RESIDENTIAL DEVELOPMENT STANDARDS FOR UNITS CREATED IN A SINGLE-FAMILY (R-1) RESIDENTIAL ZONE PURSUANT TO SB 9

District	Maximum Units Per Lot	Minimum Lot Area in Sq. Ft. (a)	Minimum Lot Area Per Unit in Sq. Ft. (a)	Minimum Lot Frontage in Feet (b)	Minimum Lot Depth in Feet	Minimum Yard Setback in Feet (c)(d)(e)			Maximum Height (Feet-Stories) whichever height is less	Maximum Floor Area Ratio (f)	Minimum Usable Open Space in Sq. Ft.
						Front	Side	Rear			
All R1 districts	4 (i)	1,200	(a)	30	40	20	4	4	16′ -1 story	N/R (g)	(h)
N/R = No requirement											

(a) If the lot is created by a new parcel map and the parcel map subdivides an existing parcel to create no more than two (2) new parcels, the parcels shall be of approximately equal lot area, provided that one parcel shall not be smaller than 40% of the lot area of the original parcel proposed for subdivision. No lot shall be smaller than 1,200 square feet.

(b) The required width of the pole segment of a flag lot, or easement for access to a lot with required parking, shall be 15 feet, which includes the required 12-foot driveway width and a three-foot property line landscape buffer. Such width is also required for lots without required driveways and parking. A lesser or greater easement width may be authorized by the Community Development Director based on evidence justifying the adjustment. Units located further than Fire Department hose pull reach requirements shall provide a 20-foot wide easement for emergency vehicle access and a paved surface meeting Fire Code weight bearing requirements.

(c) No setback shall be required for an existing structure or a structure constructed in the same location and to the same dimensions as an existing structure.

(d) An application shall not be rejected solely because it proposes adjacent or connected structures provided that the structures meet building code safety standards and are sufficient to allow separate conveyance. Therefore, connected units may be authorized, including units connected to units on an adjacent lot pursuant to SB 9.

(e) Garages are accessory structures. Attached garages shall adhere to setback requirements of each respective zoning district in Table 17.14.070. Detached garages and accessory structures shall adhere to the requirements of Section 17.14.160.

(f) Where accessory structures are proposed or exist, including attached or detached garages, the maximum Floor Area Ratio (FAR) for accessory structures shall be calculated by combining the sum of square feet of the proposed unit, any existing units, and all accessory structures, and shall be limited by the district maximum FAR specified in Table 17.14.070.

(g) In lieu of a Floor Area Ratio requirement, each unit shall be limited in square feet based on lot size as follows:

Lot Area in Square Feet	Maximum Unit Square Feet*
1,200 – 4,999	800 square feet
5,000 – 5,999	800 square feet
6,000 – 6,999	800 square feet
7,000 – 7,999	800 square feet
8,000 – 9,999	850 square feet
10,000 – 11,999	900 square feet
12,000 – 14,999	950 square feet
15,000 – 19,999	1,000 square feet
20,000 – 39,999	1,100 square feet
40,000 and greater	1,200 square feet

* Existing units may maintain existing FAR and lot coverage but any expansion shall comply with development standards in Table 17.14.070

(h) Minimum usable open space, as defined in Section 17.04.034, shall require the following square feet per district:

District	Minimum Usable Open Space in Sq. Ft. (q)
R1-5	1,000 sf
R1-6	1,100 sf
R1-7	1,100 sf
R1-8	1,200 sf
R1-10	1,200 sf
R1-12	1,300 sf
R1-15	1,700 sf
R1-20	2,500 sf
R1-40	2,500 sf

(i) Up to four (4) units are allowed which may consist of two (2) units on a lot or a primary dwelling and an accessory dwelling unit on a lot .However, all units must meet safety needs and all specified development standards.

SECTION XVIII:

Table 17.14.070 of the Orange Municipal Code, "Zoning – Residential Districts – Residential Development Standards," is hereby amended to read as follows:

Table 17.14.070
RESIDENTIAL DEVELOPMENT STANDARDS

[See next page]

Table 17.14.070
RESIDENTIAL DEVELOPMENT STANDARDS

District	Units Per Lot	Minimum Lot Area in Sq. Ft. (x)	Minimum Lot Area Per Unit in Sq. Ft.	Minimum Lot Frontage in Feet (a)	Minimum Lot Depth in Feet	Minimum Yard Setback in Feet (b,h)			Maximum Height (Ft.-Stories) whichever is less (g)	Maximum Floor Area Ratio (o) or Lot Coverage (p)	Minimum Usable Open Space in Sq. Ft. (q)
						Front	Side	Rear			
R1-5 (aa)	1	5,000(v.1)	N/R	50(k)	90	Bld-15 Gar-20 (v.2)	(c,v.2)	(v.2)	32′—2 stories	Based on bldg. pad(v.3.w)	875 sf
R1-6 (aa)	1	6,000	N/R	60(k)	100	20	5(c)	20(d,e,f)	32′—2 stories(y)	(u)	900 sf
R1-7 (aa)	1	7,000	N/R	60(k)	100	20	5(c)	20(d,e,f)	32′—2 stories	(u)	950 sf
R1-8 (aa)	1	8,000	N/R	60(k)	100	20	5(c)	20(d,e,f)	32′—2 stories	(u)	1,000 sf
R1-10 (aa)	1	10,000	N/R	80(k)	100	20	5(c)	20(d,e,f)	32′—2 stories	(u)	1,000 sf
R1-12 (aa)	1	12,000	N/R	80(k)	100	20	5(c)	20(d,e,f)	32′—2 stories	(u)	1,000 sf
R1-15 (aa)	1	15,000	N/R	80(k)	100	20	5(c)	20(d,e,f)	32′—2 stories	(u)	1,200 sf
R1-20 (aa)	1	20,000	N/R	100(k)	100	20	5(c)	20(d,e,f)	32′—2 stories	(u)	1,500 sf
R1-40 (aa)	1	43,560	N/R	100(k)	100	20	5(c)	20(d,e,f)	32′—2 stories	0.40 FAR	2,000 sf
R1-R (aa)	1	108,900	N/R	100(k)	100	20	5(c)	20(d,e,f)	32′—2 stories	0.40 FAR	2,000 sf

Notes:

(aa) For all units constructed or lots created pursuant to SB 9, apply the development standards in Table 17.14.060.

SECTION XIX:

The first paragraph of Section 17.14.080 of the Orange Municipal Code, "Zoning – Residential Districts – Building Lot Area Requirements," is hereby amended to read as follows:

Tables 17.14.060 and 17.14.070 indicate the minimum building lot area for individual lots. The following portions of a lot shall not be included in the minimum building lot calculation:

SECTION XX:

The Single-family Dwelling Use provisions of Table 17.34.060.A of the Orange Municipal Code, "Zoning – Off-Street Parking and Loading – Required Number of Parking Spaces for Residential Uses," is hereby amended to read as follows:

Table 17.34.060.A

REQUIRED NUMBER OF PARKING SPACES FOR RESIDENTIAL USES

USE	REQUIRED NUMBER OF SPACES
Single-family Dwelling	2 enclosed garage spaces/unit up to 4 bedrooms accessed by a 12 foot wide 20 foot long driveway. For 5 or more bedrooms, 1 additional enclosed space which may be in tandem configuration but may not be in a required front yard setback. For bedroom additions to homes built prior to the effective date of Ordinance 17-08, refer to Section 17.34.020(A). Enclosed spaces demolished or converted in association with construction of an accessory dwelling unit shall not require replacement. For PUDs, units with 3 or more bedrooms shall provide an additional 1.5 guest parking spaces per dwelling unit. Of this requirement, 1 open parking space may be provided at the residence subject to compliance with Section 17.16.060. Enclosed spaces demolished or converted in association with construction of an accessory dwelling unit shall not require replacement. For dwelling units created under SB 9: one enclosed parking space, accessed by a 12 foot wide 20 foot long driveway, shall be provided for parcels unless they are located within ½ mile walking distance of either a high-quality transit corridor, a major transit stop, or within 1 block of a car share vehicle. No parking space shall be required for parcels within ½ mile walking distance of either a high-quality transit corridor, a major transit stop, or within 1 block of a car share vehicle.

SECTION XXI:

Section 17.38.080 of the Orange Municipal Code, "Zoning – Nonconforming Uses – Urban Lot Split (SB 9) Exception to Compliance (Nonconformities)," is hereby added to read as follows:

17.38.080 Urban Lot Split (SB 9) Exception to Compliance (Nonconformities).

The City shall not require the correction of nonconforming zoning conditions as a condition for ministerial approval of a parcel map application for the creation of an urban lot split pursuant to SB 9.

SECTION XXII:

As stated in the California Department of Housing and Community Development SB 9 Fact Sheet: "…the preparation and adoption of the ordinance is not considered a project under CEQA. In other words, the preparation and adoption of the ordinance is statutorily exempt from CEQA." The subject Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines 15060(c)(2), 15060(c)(3) and 15061(b)(3) because it will not result in a direct or reasonably foreseeable indirect physical change in the environment, because there is no possibility it will have a significant effect on the environment, and it is not a "project", as defined in Section 15378 of the State CEQA Guidelines. In the unlikely event the Ordinance would constitute a project under CEQA, it is exempt from the provisions of CEQA per State CEQA Guideline 15321 (Class 21, Enforcement Actions by Regulatory Agencies) because it is an action taken by the City as a regulatory agency, as authorized by local ordinance, to regulate as authorized by SB 9, the processing of lot splits and applications for construction of second dwelling units in single-family residential zones in order to prevent a public nuisance. As such, no further analysis is warranted or required. The proposed Ordinance is exempt from CEQA per Guideline 15061(b)(3) because it can be seen with certainty, after review and evaluation of the facts regarding parking standards in the City of Orange, that there is substantial evidence that adoption of this Ordinance would not have a significant effect on the environment and the common sense exemption applies.

SECTION XXIII:

This Ordinance is intended to immediately supersede any existing provisions of the Orange Municipal Code to the extent those existing provisions are inconsistent with this Ordinance.

SECTION XXIV:

If any section, subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this interim Ordinance. The City Council hereby declares that it would have passed this interim Ordinance, and each section, subdivision, paragraph, sentence, clause and phrase thereof, irrespective of the fact that any one (or more) section, subdivision, paragraph, sentence, clause or phrase had been declared invalid or unconstitutional.

[Signatures on next page]

ADOPTED this ____ day of _____, 2023.

_____
Daniel R. Slater, Mayor, City of Orange

ATTEST:

_____
Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

_____
Michael J. Vigliotta, City Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing extension of an interim Ordinance was duly passed and adopted at the regular meeting of the City Council held on the ___ day of _____, 2023 by the following vote, to wit:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

_____
Pamela Coleman, City Clerk, City of Orange

ORDINANCE NO. 15-23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ORANGE AMENDING TITLE 16 (SUBDIVISIONS) AND TITLE 17 (ZONING) OF THE ORANGE MUNICIPAL CODE BY ENACTING MINISTERIAL STANDARDS APPLICABLE TO LOT SPLITS IN SINGLE-FAMILY RESIDENTIAL ZONES ALLOWED AS A RESULT OF SB 9, ENACTING MINISTERIAL STANDARDS APPLICABLE TO THE LOCATION, ACCESS, SIZE AND SETBACK OF SECOND DWELLING UNITS IN SINGLE-FAMILY RESIDENTIAL ZONES ALLOWED AS A RESULT OF SB 9, AND ADDING AND REVISING DEFINITIONS TO CLARIFY SAID DEVELOPMENT STANDARDS.

WHEREAS, the Governor of the State of California signed into law legislation ("SB 9"), effective January 1, 2022, which generally requires the City to ministerially approve certain applications for a lot split on a single-family residentially-zoned property, which allows the creation of two half-sized lots where there was previously one lot; and

WHEREAS, SB 9 also generally requires the City to ministerially approve certain applications to build a second unit on a single-family residentially-zoned property, which allows two residential dwellings on a single-family (R-1) lot where previously there was only one dwelling permitted; and

WHEREAS, the single-family residential (R-1) zones in the City, which include neighborhoods with lots ranging from 6,000 to 20,000 square feet, one acre, and one-and-a-half acres and up, were thoughtfully planned based on the goals of the General Plan of the City, the quality of life in single-family residential neighborhoods, the public safety resources, the utility and transportation infrastructure, City recreational resources, including parks and libraries, school district considerations, and many other elements associated with sound and established planning practices; and

WHEREAS, the City's Zoning Code and General Plan also designate numerous duplex and multi-family residential zones allowing higher density housing opportunities, that were also carefully planned to ensure a high quality of life in multi-family residential neighborhoods, access to public safety resources, an efficient utility and transportation infrastructure, and an appropriate level of City recreational, park and library resources; and

WHEREAS, SB 9 allows the City to impose certain objective requirements regulating said applications to split and/or to build additional residential units on a single-family residentially-zoned property; and

WHEREAS, on December 14, 2021, the City Council adopted interim Ordinance No. 18-21, imposing development standards on lot split and second dwelling unit development projects

submitted pursuant to SB 9, which Ordinance was effective for forty-five days; and on January 11, 2022, the City Council extended interim Ordinance No. 18-21 for an additional ten months and fifteen days, until December 13, 2022; and

WHEREAS, on November 15, 2022, the City Council extended interim Ordinance No. 18-21 with the adoption of interim Ordinance 18-21-B, continuing the imposition of development standards on lot split and second dwelling unit development projects submitted pursuant to SB 9, for an additional year, until December 13, 2023; and

WHEREAS, pursuant to Government Code Section 65858(a), no further extension of the interim Ordinance imposing development standards on lot split and second dwelling unit development projects submitted pursuant to SB 9, is available; and

WHEREAS, on October 2, 2023, at a regularly scheduled public hearing noticed in accordance with Government Code Section 65090, the Planning Commission of the City of Orange recommended by a vote of 6 to 0 that the City Council of the City of Orange adopt Ordinance No. 15-23 imposing development standards on lot split and second dwelling unit development projects submitted pursuant to SB 9, is available; and

WHEREAS, notice of a City Council of the City of Orange public hearing on the subject matter was published in a newspaper of general circulation in accordance with Government Code Section 65090; and

WHEREAS, the City Council of the City of Orange public hearing was held on October 24, 2023, to consider Ordinance No. 15-23; and

WHEREAS, this Ordinance has been reviewed for compliance with the California Environmental Quality Act (CEQA), the CEQA Guidelines, and the City's environmental procedures, and has been found to be exempt, consistent with the findings in Section XXI of this interim Ordinance; and

WHEREAS, the City Council having considered the proposed revisions to the Orange Municipal Code (OMC) at a public hearing held on October 24, 2023, including review of the staff report, and having received public testimony on the item, therefore determine that Ordinance No. 15-23 incorporates reasonable development standards for lot split and second dwelling unit development projects submitted pursuant to SB 9, and the Ordinance would promote orderly development in the City necessary for the preservation of the public peace, health, safety and welfare of the community; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORANGE DOES HEREBY ORDAIN AS FOLLOWS:

SECTION I:

That the recitals and findings contained herein are true and correct, incorporated herein, and with the public record, form the basis for the extension of this interim Ordinance.

SECTION II:

Section 16.08.010.E of the Orange Municipal Code, "Subdivisions – Maps – General Provisions," is hereby amended to read as follows:

E. The advisory agency with the power of final approval over the tentative parcel map, shall thereupon make a finding that the proposed division of land complies with all requirements of the Subdivision Map Act or this title, 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. For parcel maps submitted pursuant to SB 9, the Community Development Director shall approve or deny the application for a parcel map for an urban lot split ministerially without discretionary review.

SECTION III:

The title of Section 16.12.030 of the Orange Municipal Code, "Subdivisions – Procedure – Tentative Parcel Map – Staff Review Committee Approval," is hereby amended to read as follows:

16.12.030 Tentative Parcel Map — ~~Staff Review Committee Approval.~~ Approval or Denial.

SECTION IV:

Section 16.12.030 of the Orange Municipal Code, "Subdivisions – Procedure – Tentative Parcel Map –Approval or Denial," is hereby amended to add the following:

E. The Community Development Director shall have authority to approve all parcel map applications for an urban lot split proposed in a single-family residential zone, pursuant to SB 9. Approval shall be a ministerial action without discretionary review.

1. For approval of a parcel map, the Community Development Director shall find the following:

a. The parcel map subdivides an existing parcel to create no more than two (2) new parcels of approximately equal lot area provided that one parcel shall not be smaller than 40 percent of the lot area of the original parcel proposed for subdivision.

b. Both newly created parcels are no smaller than 1,200 square feet.

c. The parcel being subdivided meets all the following requirements:

i. The parcel is located within a single-family residential zone.

ii. The parcel meets all requirements of Section 17.13.040.GGG.1.

iii. The parcel has not been established through prior exercise of an urban lot split as provided for in SB 9.

iv. Neither the owner of the parcel being subdivided nor any person acting in concert with the owner has previously subdivided an adjacent parcel using an urban lot split as provided for in SB 9.

v. The parcel map conforms to all applicable objective requirements of the Subdivision Map Act (commencing with Section 66410), except as otherwise expressly provided in SB 9.

d. In furtherance of the intent of SB 9 to create dwelling units, plans for units on a lot undergoing a parcel map application shall have received approval through the building permit plan check process and be ready for building permit issuance concurrently with final parcel map approval.

2. The Community Development Director shall place the following conditions on approval of the parcel map, as appropriate:

a. A requirement for easements for the provision of public safety services and facilities.

b. A requirement that the parcels have access to, provide access to, or adjoin the public right-of-way.

c. A requirement for off-street parking pursuant to the single-family residence parking requirement specified in Table 17.34.060.A, except as otherwise expressly provided under SB 9.

d. A requirement that the uses allowed on the lots be limited to residential uses.

3. The City shall not require dedications of rights-of-way or the construction of offsite improvements for the parcels being created as a condition of issuing a parcel map.

4. The authority for denial of a parcel map submitted pursuant to SB 9 is the building official. For denial of a parcel map the building official shall make a written finding, based upon a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact, as defined and determined in Government Code Section 65589.5(d)(2), upon public health and safety or the physical environment, for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

SECTION V:

Section 16.16.020 of the Orange Municipal Code, "Subdivisions – Requirements-Dedications-Fees – Street, Alley and Easement Dedications," is hereby amended to add the following:

E. The City shall not require dedications of rights-of-way or the construction of offsite improvements for parcels created pursuant to SB 9. Easements for public safety services and facilities for such parcels may be required by the Community Development Director.

SECTION VI:

Section 16.16.170 of the Orange Municipal Code, "Subdivisions – Requirements-Dedications-Fees – Soils Report Required," is hereby amended to add the following:

D. For parcel maps submitted pursuant to SB 9, with residential units connected to an onsite wastewater treatment system, the applicant may submit a percolation test completed within the last five (5) years, or, if the percolation test has been recertified, within the last ten (10) years.

SECTION VII:

Section 17.04.021 of the Orange Municipal Code, "Zoning – Definitions – "B" Definitions," is hereby amended to read as follows:

"Bedroom" - ~~means any~~ Any habitable room in a dwelling unit other than a bathroom, kitchen, dining room or living room with the following features: an interior door that can be closed or an opening into the room in which an interior door or double door can be easily installed; a window; and a closet or room for a wardrobe in addition to a bed. For planning development standards purposes, not to be confused with any building code standards, a room may be deemed not a bedroom if a floor to ceiling horizontal distance of at least 7 feet remains open and without any type of door and no closet exists.

SECTION VIII:

Section 17.04.023 of the Orange Municipal Code, "Zoning – Definitions – "D" Definitions," is hereby amended to read as follows:

"Duplex or duplex residential" ~~means an~~ - An attached or detached building containing two dwelling units wherein the occupants of each individual dwelling unit are living and functioning together as a single housekeeping unit, meaning that they have established ties and familiarity with each other, jointly use common areas, interact with each other, share meals, household activities, expenses and responsibilities, membership in the single housekeeping unit is fairly stable as opposed to transient, and members have some control over who becomes a member of the single housekeeping unit. A property designated Duplex Residential is neither a single-family nor a multi-family property.

SECTION IX:

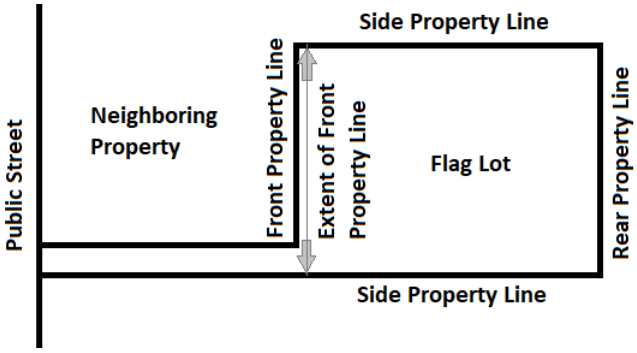
Section 17.04.025 of the Orange Municipal Code, "Zoning – Definitions – "F" Definitions," is hereby amended to read as follows:

"Floor area ratio" (F.A.R. or FAR) - ~~means the~~ The building square footage divided by lot area. Building square footage shall include all structures on a lot, including garages and accessory structures, unless otherwise provided in this ~~code~~ Code. Parking structures and patio covers open on at least two sides shall not be included in the calculation of F.A.R. F.A.R. shall not include ADUs but ADUs shall count against future primary building additions and future accessory structures.

SECTION X:

Section 17.04.031 of the Orange Municipal Code, "Zoning – Definitions – "L" Definitions," is hereby amended to read as follows:

"Lot line, front" - ~~means the line separating the narrowest street frontage of the lot from the street right-of-way.~~ In the case of an interior lot, the line dividing the lot from the street. In the case of a corner lot or through lot, the shorter lot line abutting a street shall be deemed the front lot line and the longer lot line abutting a street shall be deemed an exterior side, unless determined otherwise by the Zoning Administrator. In the case of a through lot or a corner lot whose exterior lot lines are the same length, the lot line where the principal access to the lot is provided shall be deemed to be the front lot line. In the case of an interior lot, when the lot line abutting a street is curved, the front lot line follows the curve; for corner lots, separation of lines occurs at the middle of the curve. For a flag lot, the front lot line is the shortest lot line adjoining the pole portion of the lot including the width of the pole as shown in the figure that follows.



SECTION XI:

Section 17.04.038 of the Orange Municipal Code, "Zoning – Definitions – "S" Definitions," is hereby amended to read as follows:

"Story, half" - ~~means one~~ One half-story as opposed to full story buildings are structures in which the top floor area is within the established roof line, and room heights within the half-story space conform to the ~~Uniform~~ California Building Code regulations for "habitable" space. The building has two floors of habitable rooms but appears as a one story structure from an

architectural standpoint. The half-story may contain dormers. Within the Old Towne or established Historic District, the habitable space for the expansion of existing half-story structures and/or the new construction of half-story structures, including any dormers, shed roofs, and unfinished areas, shall not exceed sixty (60)~~%~~ percent of the gross floor area of the floor below.

"Story, habitable" - A story maintaining room heights conforming to the California Building Code regulations for "habitable" space. Height-qualifying habitable stories shall be considered a story regardless of interior finish status.

SECTION XII:

Section 17.10.060.D.1.b of the Orange Municipal Code, "Zoning – Specific Administrative Procedures – Site Plan Review – Minor Site Plan Review - Criteria," is hereby amended to read as follows:

b. Construction of six (6) or fewer residential units on a single parcel, when only one parcel is being developed. Units constructed in single-family (R-1) districts pursuant to SB 9 shall not require site plan review under this section.

SECTION XIII:

Section 17.10.060.D.1.f of the Orange Municipal Code, "Zoning – Specific Administrative Procedures – Site Plan Review – Minor Site Plan Review - Criteria," is hereby amended to read as follows:

f. Creation of lots or building sites with no direct access to a public street except for those units with access easements created to accommodate the construction of units pursuant to SB 9.

SECTION XIV:

Section 17.10.070.B.7 of the Orange Municipal Code, "Zoning – Specific Administrative Procedures – Design Review – When Design Review is Required - Exception," is hereby added to read as follows:

7. Exception. Units created in a single-family (R-1) residential zone pursuant to SB 9 shall not require design review but shall instead meet all objective design review standards specified in Section 17.13.040.GGG and Chapter 17.14.

SECTION XV:

Table 17.13.030 of the Orange Municipal Code, "Zoning – Master Land Use Table – Permitted Uses," is hereby amended to add the following:

Table 17.13.030 Permitted Uses.

ZONING	RESIDENTIAL							COMMERCIAL						MIXED USE					INDUSTRIAL		AGRICULTURAL OPEN SPACE			PI	OVERLAY		SAND & GRAVEL
LAND USE	R1-5	R1-6 to R-15	R1-20 to R-140 & R1-R	R2-6 to R2-8	R-3	R-4	MH	OP	CP/C1	CTR	C2	C3	CR	OTMU-15S	OTMU-15	OTMU-24	NMU-24	UMU	M1	M2	A1	RO	SH	PI	FP-1	FP-2	SG
Housing—Includes all structures permitted as living quarters whether they be for short or long-term occupancy. Includes all uses identified in California Building Code definitions that are preceded with main entry words (key terms) that include one of the following: Dwelling, unit, house, housing, congregate, residence, multifamily, dormitory, home(s), hotel, motel, residential care facility, residential facility, or lodging.																											
Single-family dwelling	P#	P	P	P	P	P	-	P	-	-	-	-	-	P*	P*	P*	-	-	-	-	P	-	-	-	-	-	-
Single-family dwelling created pursuant to SB 9	P*	P*	P*	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

SECTION XVI:

Section 17.13.040 of the Orange Municipal Code, "Zoning – Master Land Use Table – Special Use Regulations," is hereby amended to add the following:

GGG. Single-family Dwelling Created Pursuant to SB 9.

1. Approval shall be subject to the proposed housing development meeting all the requirements of SB 9 which include:

a. The parcel is not located on a site specified in subparagraphs (B) to (K), inclusive, of Government Code Section 65913.4(a)(6) as summarized below:

i. Prime farmland, farmland or statewide importance, or land that is zoned or designated for agricultural protection or preservation by the voters.

ii. A wetland

iii. Within a very high fire hazard severity zone, unless the site complies with all fire-hazard mitigation required by existing building standards.

iv. A hazardous waste site that has cleared the site for residential use or residential mixed uses.

v. Within a delineated earthquake fault zone unless the development complies with applicable seismic protection building code standards.

vi. Within a 100 year flood hazard area, unless it has either:

(I) Been subject to a Letter of Map Revision prepared by the Federal Emergency Management Agency and issued to the local jurisdiction, or

(II) Meets Federal Emergency Management Agency requirements necessary to meet minimum flood plain management criteria of the National Flood Insurance Program.

vii. Within a regulatory floodway unless the development has received a no-rise certification.

viii. Land identified for conservation in an adopted natural community conservation plan or other adopted natural resource protection plan.

ix. Habitat for protected species.

x. Land under conservation easement.

b. The proposed housing development would not require demolition or alteration of any of the following types of housing:

i. Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.

ii. Housing that has been occupied by a tenant in the last three (3) years.

c. The parcel subject to the proposed housing development is not a parcel on which an owner of residential real property has exercised the owner's rights under Chapter 12.75 (commencing with Section 7060) of Division 7 of Title 1 to withdraw accommodations from rent or lease within 15 years before the date that the development proponent submits an application.

d. Notwithstanding any provision in the Orange Municipal Code to the contrary, the proposed housing development does not allow the demolition of more than 25 percent of the existing exterior structural walls, unless the site has not been occupied by a tenant in the last three (3) years.

e. The development is not located within a historic district or property included on the State Historic Resources Inventory, as defined in Section 5020.1 of the Public Resources Code, or within a site that is designated or listed as a city or county landmark or historic property or district pursuant to a city or county ordinance.

2. The proposed housing development may be denied if the building official makes a written finding, based upon a preponderance of the evidence, that the proposed housing development project or urban lot split would have a specific, adverse impact, as defined and determined in Government Code Section 65589.5(d)(2), upon public health and safety or the physical environment, for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

3. The ministerial approval may include the conditions for a parcel map specified in section 16.12.030.E, if applicable.

4. All rental units shall be rented for a term longer than 30 days.

5. An applicant for a parcel map to create an urban lot split shall sign an affidavit stating their intent to occupy one of the housing units as their principal residence for a minimum of three (3) years from the date of the approval of the urban lot split. Any "community land trust," as defined in Revenue and Taxation Code Section 402.1(a)(11)(C)(ii), or a "qualified nonprofit corporation" as described in Revenue and Taxation Code Section 214.15, shall be exempt from the affidavit.

6. Separate conveyance of the resulting lots in an urban lot split is permitted. If dwellings or other structures (such as garages) on different lots are adjacent or attached to each other, the urban lot split boundary may separate them for conveyance purposes if the structures meet building code safety standards and are sufficient to allow separate conveyance. Separate conveyance of units within a lot resulting from an urban lot split shall be subject to the following:

a. Primary dwelling units within a lot that is created by an urban lot split may not be owned or conveyed separately from each other.

b. Condominium airspace divisions and common interest developments are not permitted within a lot that is created by an urban lot split.

c. All fee interest within a lot and all dwellings on the lot must be held equally and undivided by all individual property owners.

7. Separate conveyance of units on an undivided lot is subject to the following:

a. Primary dwelling units on an undivided lot may not be owed or conveyed separately from each other.

b. Condominium airspace divisions and common interest developments are not permitted within the undivided lot

c. All fee interest in the undivided lot and all the dwellings on the undivided lot must be held equally and undivided by all individual property owners.

8. All development, design, and parcel map standards in this section and in Chapter 17.14 shall be applied to units created under SB 9, provided that at least an 800 square foot unit is allowed to be constructed.

9. The following objective design standards shall apply to all single-family dwellings created pursuant to SB 9 and to associated on-site improvements:

a. Units with identical building elevations and/or floor plans shall not be located on adjacent lots or directly across the street from each other.

b. Design elements and detailing shall be continued completely around the structure. Such design elements shall include window treatments, trim detailing, exterior wall materials, and color pallet. Firewalls are not exempt from the required design elements.

c. At least two (2) building materials shall be used on any building frontage (excluding roof and foundation) in addition to glazing and railings. Any one material shall comprise at least 20% of the building frontage.

d. At least two (2) exterior colors shall be used. Elements that count toward this requirement include cladding material, trim/accent colors, and visually significant colors for doors, and similar elements. Primary colors shall be used as accent colors only.

e. Trash receptacles locations shall be identified on project plans and shall demonstrate screening from public view via equivalent-height landscaping or a solid wall or fence.

f. The main entry shall not be the garage door and shall be prominently placed on the elevation facing the street.

g. Linear streetscape appearance in the building facade shall be avoided by providing variations in horizontal plane in a minimum of 50% of the building front and street side elevations. Variations shall include indentations, recesses, or projections of two (2) feet or greater. Vertical architectural elements (pilasters, columns, piers, other structural elements) shall vertically project a minimum of eight (8) feet in height and project a minimum of eight (8) inches from the building face.

h. Units shall include a minimum three (3) element(s) from the following list to add visual variety and interest to building facades and enhance the connection between public and private realms: eaves, cornices, trellises, overhangs, exposed structural elements such as rafters, recessed windows, columns, bay windows. Other elements may be approved if they provide equivalent visual variety and interest.

i. Primary interior living spaces (bedroom and living areas) shall be offset a minimum eight (8) feet from a facing neighboring primary interior space on the same story.

j. A minimum eight (8) feet shall be maintained between any primary interior living space (bedroom and living area) and an existing neighboring primary living space on the same story.

k. Trim surrounds shall be provided at all exterior window and door openings. Trim shall be substantial, visible, and at least two (2) inches in depth.

l. Classical window proportions shall be provided such as 2:1, 3:2, or 4:3.

m. No building facade may extend in a continuous plane for more than 20 feet without a window, door, variation in horizontal plane, or vertical architectural element.

n. A minimum three (3) foot wide interior clear planter width landscaping shall be provided between the closest parallel property line to a driveway and the subject property. For flag lots, the planter shall only be required adjacent to the property not part of the project. Within the planter area, landscaping shall be maintained at a height of no greater than 42 inches to allow for line of sight to pedestrians and motorists for vehicles exiting the driveway.

o. Driveways to required parking shall not be asphalt, shall be a minimum 12 feet in width, and shall be concrete, pavers, stone, brick, or similar material. No driveway shall be allowed for units that do not require an on-site covered parking space and are not electing to include covered parking. Controlled or restricted entrances to required or provided parking are prohibited.

SECTION XVII:

Section 17.14.060 of the Orange Municipal Code, "Zoning – Residential Districts – Reserved," is hereby replaced with the following:

17.14.060 - Units Created in a Single-family (R-1) Residential Zone Pursuant to SB 9.

The development standards specified in Section 17.13.040.GGG and Table 17.14.060 shall apply to dwelling units created under SB 9. In addition, the following shall apply:

A. In the event development standards physically preclude the construction of up to two (2) units or preclude either of the two (2) units from being at least 800 square feet in floor area, a minimum 800 square foot unit shall be allowed with code waivers chosen and authorized by the Community Development Director based on prioritizing preservation of neighborhood character and privacy to adjacent properties. The Director may consider waivers such as, but not limited to:

1. Allowing half basement construction to facilitate two-story construction no greater than 16 feet tall.

2. Allowing a reduced front yard setback.

3. Reducing distancing from an existing structure on the original parcel.

B. Parking shall be provided as specified in Chapter 17.34

C. One (1) bedroom is allowed for each five hundred (500) square foot increment of unit square feet. Increments are rounded up, e.g., a 1,001 square foot unit may have 3 bedrooms. Bedroom and bathroom square feet shall be limited to no greater than 63.5% of the total square feet of the unit. Direct exterior access to bedrooms is prohibited, except for the largest bedroom.

D. All accessory structures, including garages, shall be subject to the provisions of Title 17, including but not limited to setbacks, floor area ratio, lot coverage, distancing from other structures, ratio of structures to dwelling, open space, and height.

Table 17.14.060
RESIDENTIAL DEVELOPMENT STANDARDS FOR UNITS CREATED IN A SINGLE-FAMILY (R-1) RESIDENTIAL ZONE PURSUANT TO SB 9
[See next page]

Table 17.14.060
RESIDENTIAL DEVELOPMENT STANDARDS FOR UNITS CREATED IN A SINGLE-FAMILY (R-1) RESIDENTIAL ZONE PURSUANT TO SB 9

District	Maximum Units Per Lot	Minimum Lot Area in Sq. Ft. (a)	Minimum Lot Area Per Unit in Sq. Ft. (a)	Minimum Lot Frontage in Feet (b)	Minimum Lot Depth in Feet	Minimum Yard Setback in Feet (c)(d)(e)			Maximum Height (Feet-Stories) whichever height is less	Maximum Floor Area Ratio (f)	Minimum Usable Open Space in Sq. Ft.
						Front	Side	Rear			
All R1 districts	4 (i)	1,200	(a)	30	40	20	4	4	16′ -1 story	N/R (g)	(h)
N/R = No requirement											

(a) If the lot is created by a new parcel map and the parcel map subdivides an existing parcel to create no more than two (2) new parcels, the parcels shall be of approximately equal lot area, provided that one parcel shall not be smaller than 40% of the lot area of the original parcel proposed for subdivision. No lot shall be smaller than 1,200 square feet.

(b) The required width of the pole segment of a flag lot, or easement for access to a lot with required parking, shall be 15 feet, which includes the required 12-foot driveway width and a three-foot property line landscape buffer. Such width is also required for lots without required driveways and parking. A lesser or greater easement width may be authorized by the Community Development Director based on evidence justifying the adjustment. Units located further than Fire Department hose pull reach requirements shall provide a 20-foot wide easement for emergency vehicle access and a paved surface meeting Fire Code weight bearing requirements.

(c) No setback shall be required for an existing structure or a structure constructed in the same location and to the same dimensions as an existing structure.

(d) An application shall not be rejected solely because it proposes adjacent or connected structures provided that the structures meet building code safety standards and are sufficient to allow separate conveyance. Therefore, connected units may be authorized, including units connected to units on an adjacent lot pursuant to SB 9.

(e) Garages are accessory structures. Attached garages shall adhere to setback requirements of each respective zoning district in Table 17.14.070. Detached garages and accessory structures shall adhere to the requirements of Section 17.14.160.

(f) Where accessory structures are proposed or exist, including attached or detached garages, the maximum Floor Area Ratio (FAR) for accessory structures shall be calculated by combining the sum of square feet of the proposed unit, any existing units, and all accessory structures, and shall be limited by the district maximum FAR specified in Table 17.14.070.

(g) In lieu of a Floor Area Ratio requirement, each unit shall be limited in square feet based on lot size as follows:

Lot Area in Square Feet	Maximum Unit Square Feet*
1,200 – 4,999	800 square feet
5,000 – 5,999	800 square feet
6,000 – 6,999	800 square feet
7,000 – 7,999	800 square feet
8,000 – 9,999	850 square feet
10,000 – 11,999	900 square feet
12,000 – 14,999	950 square feet
15,000 – 19,999	1,000 square feet
20,000 – 39,999	1,100 square feet
40,000 and greater	1,200 square feet

* Existing units may maintain existing FAR and lot coverage but any expansion shall comply with development standards in Table 17.14.070

(h) Minimum usable open space, as defined in Section 17.04.034, shall require the following square feet per district:

District	Minimum Usable Open Space in Sq. Ft. (q)
R1-5	1,000 sf
R1-6	1,100 sf
R1-7	1,100 sf
R1-8	1,200 sf
R1-10	1,200 sf
R1-12	1,300 sf
R1-15	1,700 sf
R1-20	2,500 sf
R1-40	2,500 sf

(i) Up to four (4) units are allowed which may consist of two (2) units on a lot or a primary dwelling and an accessory dwelling unit on a lot .However, all units must meet safety needs and all specified development standards.

SECTION XVIII:

Table 17.14.070 of the Orange Municipal Code, "Zoning – Residential Districts – Residential Development Standards," is hereby amended to read as follows:

Table 17.14.070
RESIDENTIAL DEVELOPMENT STANDARDS
[See next page]

Table 17.14.070
RESIDENTIAL DEVELOPMENT STANDARDS

District	Units Per Lot	Minimum Lot Area in Sq. Ft. (x)	Minimum Lot Area Per Unit in Sq. Ft.	Minimum Lot Frontage in Feet (a)	Minimum Lot Depth in Feet	Minimum Yard Setback in Feet (b,h)			Maximum Height (Ft.-Stories) whichever is less (g)	Maximum Floor Area Ratio (o) or Lot Coverage (p)	Minimum Usable Open Space in Sq. Ft. (q)
						Front	Side	Rear			
R1-5 (aa)	1	5,000(v.1)	N/R	50(k)	90	Bld-15 Gar-20 (v.2)	(c,v.2)	(v.2)	32′—2 stories	Based on bldg. pad(v.3.w)	875 sf
R1-6 (aa)	1	6,000	N/R	60(k)	100	20	5(c)	20(d,e,f)	32′—2 stories(y)	(u)	900 sf
R1-7 (aa)	1	7,000	N/R	60(k)	100	20	5(c)	20(d,e,f)	32′—2 stories	(u)	950 sf
R1-8 (aa)	1	8,000	N/R	60(k)	100	20	5(c)	20(d,e,f)	32′—2 stories	(u)	1,000 sf
R1-10 (aa)	1	10,000	N/R	80(k)	100	20	5(c)	20(d,e,f)	32′—2 stories	(u)	1,000 sf
R1-12 (aa)	1	12,000	N/R	80(k)	100	20	5(c)	20(d,e,f)	32′—2 stories	(u)	1,000 sf
R1-15 (aa)	1	15,000	N/R	80(k)	100	20	5(c)	20(d,e,f)	32′—2 stories	(u)	1,200 sf
R1-20 (aa)	1	20,000	N/R	100(k)	100	20	5(c)	20(d,e,f)	32′—2 stories	(u)	1,500 sf
R1-40 (aa)	1	43,560	N/R	100(k)	100	20	5(c)	20(d,e,f)	32′—2 stories	0.40 FAR	2,000 sf
R1-R (aa)	1	108,900	N/R	100(k)	100	20	5(c)	20(d,e,f)	32′—2 stories	0.40 FAR	2,000 sf

Notes: (aa) For all units constructed or lots created pursuant to SB 9, apply the development standards in Table 17.14.060.

SECTION XIX:

The first paragraph of Section 17.14.080 of the Orange Municipal Code, "Zoning – Residential Districts – Building Lot Area Requirements," is hereby amended to read as follows:

Tables 17.14.060 and 17.14.070 indicate the minimum building lot area for individual lots. The following portions of a lot shall not be included in the minimum building lot calculation:

SECTION XX:

The Single-family Dwelling Use provisions of Table 17.34.060.A of the Orange Municipal Code, "Zoning – Off-Street Parking and Loading – Required Number of Parking Spaces for Residential Uses," is hereby amended to read as follows:

Table 17.34.060.A

REQUIRED NUMBER OF PARKING SPACES FOR RESIDENTIAL USES

USE	REQUIRED NUMBER OF SPACES
Single-family Dwelling	2 enclosed garage spaces/unit up to 4 bedrooms accessed by a 12 foot wide 20 foot long driveway. For 5 or more bedrooms, 1 additional enclosed space which may be in tandem configuration but may not be in a required front yard setback. For bedroom additions to homes built prior to the effective date of Ordinance 17-08, refer to Section 17.34.020(A). Enclosed ~~or covered~~ spaces demolished or converted ~~by creation of an ADU~~ in association with construction of an accessory dwelling unit shall not require replacement. For PUDs, units with 3 or more bedrooms shall provide an additional 1.5 guest parking spaces per dwelling unit. Of this requirement, 1 open parking space may be provided at the residence subject to compliance with Section 17.16.060. For dwelling units created under SB 9: one enclosed parking space, accessed by a 12 foot wide 20 foot long driveway, shall be provided for parcels unless they are located within ½ mile walking distance of either a high-quality transit corridor, a major transit stop, or within 1 block of a car share vehicle. No parking space shall be required for parcels within ½ mile walking distance of either a high-quality transit corridor, a major transit stop, or within 1 block of a car share vehicle.

SECTION XXI:

Section 17.38.080 of the Orange Municipal Code, "Zoning – Nonconforming Uses – Urban Lot Split (SB 9) Exception to Compliance (Nonconformities)," is hereby added to read as follows:

17.38.080 Urban Lot Split (SB 9) Exception to Compliance (Nonconformities).

The City shall not require the correction of nonconforming zoning conditions as a condition for ministerial approval of a parcel map application for the creation of an urban lot split pursuant to SB 9.

SECTION XXII:

As stated in the California Department of Housing and Community Development SB 9 Fact Sheet: "…the preparation and adoption of the ordinance is not considered a project under CEQA. In other words, the preparation and adoption of the ordinance is statutorily exempt from CEQA." The subject Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines 15060(c)(2), 15060(c)(3) and 15061(b)(3) because it will not result in a direct or reasonably foreseeable indirect physical change in the environment, because there is no possibility it will have a significant effect on the environment, and it is not a "project", as defined in Section 15378 of the State CEQA Guidelines. In the unlikely event the Ordinance would constitute a project under CEQA, it is exempt from the provisions of CEQA per State CEQA Guideline 15321 (Class 21, Enforcement Actions by Regulatory Agencies) because it is an action taken by the City as a regulatory agency, as authorized by local ordinance, to regulate as authorized by SB 9, the processing of lot splits and applications for construction of second dwelling units in single-family residential zones in order to prevent a public nuisance. As such, no further analysis is warranted or required. The proposed Ordinance is exempt from CEQA per Guideline 15061(b)(3) because it can be seen with certainty, after review and evaluation of the facts regarding parking standards in the City of Orange, that there is substantial evidence that adoption of this Ordinance would not have a significant effect on the environment and the common sense exemption applies.

SECTION XXIII:

This Ordinance is intended to immediately supersede any existing provisions of the Orange Municipal Code to the extent those existing provisions are inconsistent with this interim Ordinance.

SECTION XXIV:

If any section, subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this interim Ordinance. The City Council hereby declares that it would have passed this interim Ordinance, and each section, subdivision, paragraph, sentence, clause and phrase thereof, irrespective of the fact that any one (or more) section, subdivision, paragraph, sentence, clause or phrase had been declared invalid or unconstitutional.

ADOPTED this ____ day of _____, 2023.

_____
Daniel R. Slater, Mayor, City of Orange

ATTEST:

_____
Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

_____
Michael J. Vigliotta

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing extension of an interim Ordinance was duly passed and adopted at the regular meeting of the City Council held on the ___ day of _____, 2023 by the following vote, to wit:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

_____
Pamela Coleman, City Clerk, City of Orange

RESOLUTION NO. PC 13-23

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ORANGE RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF ORANGE ADOPT AN ORDINANCE AMENDING TITLE 16 AND TITLE 17 OF THE ORANGE MUNICIPAL CODE ENACTING MINISTERIAL STANDARDS APPLICABLE TO LOT SPLITS IN SINGLE-FAMILY RESIDENTIAL ZONES ALLOWED AS A RESULT OF SB 9, ENACTING MINISTERIAL STANDARDS APPLICABLE TO THE LOCATION, ACCESS SIZE AND SETBACK OF SECOND DWELLING UNITS IN SINGLE-FAMILY RESIDENTIAL ZONES AND REVISING DEFINITIONS TO CLARIFY SAID DEVELOPMENT STANDARDS.

APPLICANT: CITY OF ORANGE

WHEREAS, Orange Municipal Code (OMC) Table 17.08.020, Section 17.08.020B.2.b.i., and Section 17.10.020B. authorizes the Planning Commission to review and make recommendations to the City Council on amendments to the Zoning Ordinance; and

WHEREAS, the Planning Commission of the City of Orange, pursuant to its police powers afforded under the California Constitution, Article XI, Section 7, California Government Code 37100, et seq., may recommend regulations to protect the peace, health, safety and welfare of the community, and may recommend that certain uses and conditions constitute a public nuisance; and

WHEREAS, SB 9 also requires the City to ministerially approve certain applications to build a second unit on a single-family residentially-zoned property, which allows two residential dwellings on a single-family (R-1) lot where there was previously only one dwelling permitted; and

WHEREAS, these two provisions of SB 9 – allowing a lot split and allowing a second unit on a single-family lot - may be combined, resulting in the transformation of a single-family residential lot with one dwelling unit becoming two lots with two dwelling units each for a total of four dwelling units on the same-sized piece of property; and

WHEREAS, the single-family residential (R-1) zones in the City, which include neighborhoods with lots ranging from 6,000 to 20,000 square feet, one acre, and one-and-a-half acres and up, were thoughtfully planned based on the goals of the General Plan of the City, the quality of life in single-family residential neighborhoods, the public safety resources, the utility

and transportation infrastructure, City recreational resources, including parks and libraries, school district considerations, and many other elements associated with sound and established planning practices; and

WHEREAS, the City's Zoning Code and General Plan also designate numerous duplex and multi-family residential zones allowing higher density housing opportunities, that were also carefully planned to ensure a high quality of life in multi-family residential neighborhoods, access to public safety resources, an efficient utility and transportation infrastructure, and an appropriate level of City recreational, park and library resources; and

WHEREAS, SB 9 has the effect of a wholesale conversion of each of the carefully designed single-family residential zones in the City into residential zones with double, triple and up to quadruple the anticipated density of those zones, creating incompatibility with the City's single-family neighborhood development standards for those zones, among other City resource concerns; and

WHEREAS, if unrestricted and left unregulated, the increase in potential density in the City's single-family zones would cause numerous deleterious effects on the City's infrastructure as well as the families residing therein, including parking and traffic problems, overuse of existing utility systems, loss of privacy, application of development standards not designed for higher density housing, fire safety and other public safety concerns, all of which effects constitute a public nuisance to the community; and

WHEREAS, SB 9 allows the City to impose certain objective requirements regulating said applications to split and/or to build additional residential units on a single-family residentially-zoned property; and

WHEREAS, the Orange Municipal Code (OMC) does not currently contain a permanent process or objective development standards for ministerially processing lot split applications; and

WHEREAS, the OMC does not currently contain a permanent process or objective development standards for ministerially processing applications to build non-ADU second dwelling units in single-family zones; and

WHEREAS, on December 14, 2021, the City Council adopted interim Ordinance No. 18-21, imposing development standards on lot split and second dwelling unit development projects submitted pursuant to SB 9, which Ordinance was effective for forty-five days; and on January 11, 2022, the City Council extended interim Ordinance No. 18-21 for an additional ten months and fifteen days, until December 13, 2022; and

WHEREAS, on November 15, 2022, the City Council extended interim Ordinance No. 18-21 with the adoption of interim Ordinance 18-21-B, continuing the imposition of development standards on lot split and second dwelling unit development projects submitted pursuant to SB 9, for an additional year, until December 13, 2023; and

WHEREAS, pursuant to Government Code Section 65858(a), no further extension of the interim Ordinance imposing development standards on lot split and second dwelling unit development projects submitted pursuant to SB 9, is available; and

WHEREAS, During the effective period of interim Ordinance Nos. 18-21 and 18-21-B no applications were received for either lot splits or second dwelling units on single family lots pursuant to SB 9 and staff has had no difficulty conveying or interpreting the interim ordinances for the public; and

WHEREAS, notice of a public hearing on the subject matter was published in a newspaper of general circulation in accordance with Government Code Section 65090; and

WHEREAS, the Planning Commission of the City of Orange finds:

1. That the ministerial approval of lot splits and second dwelling units on single-family residentially-zoned properties is not permanently addressed by the current Subdivision Code or Zoning Code and without appropriate standards, would result in a threat to public peace, health, safety or welfare; and

2. That in the absence of objective standards applicable to lot splits and second dwelling units created by SB 9, there would be a current and immediate threat to the public peace, health, safety and welfare; and

3. That adoption of proposed permanent Ordinance No. XX-23 as set forth herein is necessary to mitigate and avoid the specific adverse impacts stated herein and will help preserve the public peace, health, safety and welfare; and

4. That there is no feasible alternative to satisfactorily mitigate or avoid the specific, adverse impacts stated herein as well or better, with a less burdensome or restrictive effect, than adoption of Ordinance No. XX-23; and

WHEREAS, the Planning Commission of the City of Orange recommends that the City Council of the City of Orange finds that the provisions of this Ordinance are consistent with the City of Orange General Plan; and

WHEREAS, this Ordinance has been reviewed for compliance with the California Environmental Quality Act (CEQA), the CEQA Guidelines, and the City's environmental procedures, and has been found to be exempt, consistent with the findings in Section 2 of Planning Commission Resolution No. PC 13-23; and

WHEREAS, the Planning Commission, having considered the proposed revisions to the Orange Municipal Code (OMC) at a public hearing held on October 2, 2023, including review of the staff report, and having received public testimony on the item, has determined the proposed Ordinance incorporates reasonable development standards for lot split and second dwelling unit development projects submitted pursuant to SB 9, and the Ordinance would promote orderly development in the City, and recommends approval thereof; and

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission recommends that the City Council adopt the Ordinance attached hereto as Attachment A, based on the following:

SECTION 1- FINDINGS

Given the effectiveness of interim Ordinance Nos. 18-21 and 18-21-B for deterring deleterious effects of SB 9, the Planning Commission of the City of Orange finds that a permanent ordinance, with the standards of interim Ordinance Nos. 18-21 and 18-21-B, to impose reasonable and objective regulations and development standards on lot split and second dwelling unit development projects submitted pursuant to SB 9 is necessary to protect and preserve the public peace, health, safety and welfare of the public.

Proposed Ordinance No. XX-23 would amend existing provisions of the OMC in support of the goals and policies outlined in the General Plan Land Use, Public Safety, Infrastructure, Urban Design, and Housing Elements. Specific anticipated General Plan goal and policy-related accomplishments of the SB 9 Ordinance include:

- Maintain a land use structure that balances jobs and housing with available infrastructure and public and human services.
- Balance economic gains from new development while preserving the character and densities of residential neighborhoods.
- Ensure that new development reflects existing design standards, qualities, and features that are in context with nearby development.
- Minimize effects of new development on the privacy and character of surrounding neighborhoods.
- Ensure that new development is compatible with the style and design of established structures and the surrounding environment.
- Encourage consistent high quality design of development projects, and provide development standards that ensure building and site design that is well integrated with infrastructure and circulation systems.
- Restrict development in areas where exposure to hazards such as flood, erosion, liquefaction, dam failure, hazardous materials, and toxic gases cannot be mitigated to reduce risk to residents and liability to the City.
- Establish and maintain optimal emergency response times for fire safety. Require new development to ensure that City response times and service standards are maintained.
- Ensure that the Fire Department has sufficient capacity, stations, personnel, and equipment to meet growth needs in the City for fire protection and related emergency services.
- Provide the Police Department with adequate personnel, equipment and state-of-the-art technology to effectively combat crime, meet existing and projected service demands, and provide crime prevention programs. These resources should be provided prior to anticipated needs.
- Promote and integrate crime-preventive characteristics and design features into all phases of the planning and development process.

- Provide sufficient levels of water, sewer, and storm drain service throughout the community.
- Require that new developments fund fair-share costs associated with City provision of water, sewer, and storm drain service and are consistent with City and service provider plans to complete needed improvements and funding capacity for such improvements.
- Require that new developments fund fair-share costs associated with City provision of right-of-way maintenance services and are consistent with City and service provider plans to complete needed improvements and funding capacity for such improvements.
- Encourage consistent high quality design of development projects, and provide development standards that ensure building and site design that is well integrated with infrastructure and circulation systems.
- Ensure that new infill development contributes positively to the quality of the surrounding corridor or neighborhood, including the potential to provide additional park space, and minimize the visibility of on-site parking.
- Promote housing opportunities for all persons regardless of race, religion, sex, ancestry, national origin, or color.

SECTION 2-ENVIRONMENTAL REVIEW

As stated in the California Department of Housing and Community Development SB 9 Fact Sheet: "…the preparation and adoption of the ordinance is not considered a project under CEQA. In other words, the preparation and adoption of the ordinance is statutorily exempt from CEQA." The subject Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines 15060(c)(2), 15060(c)(3) and 15061(b)(3) because it will not result in a direct or reasonably foreseeable indirect physical change in the environment, because there is no possibility it will have a significant effect on the environment, and it is not a "project", as defined in Section 15378 of the State CEQA Guidelines. In the unlikely event the Ordinance would constitute a project under CEQA, it is exempt from the provisions of CEQA per State CEQA Guideline 15321 (Class 21, Enforcement Actions by Regulatory Agencies) because it is an action taken by the City as a regulatory agency, as authorized by local ordinance, to regulate as authorized by SB 9, the processing of lot splits and applications for construction of second dwelling units in single-family residential zones in order to prevent a public nuisance. As such, no further analysis is warranted or required. The proposed Ordinance is exempt from CEQA per Guideline 15061(b)(3) because it can be seen with certainty, after review and evaluation of the facts regarding parking standards in the City of Orange, that there is substantial evidence that adoption of this Ordinance would not have a significant effect on the environment and the common sense exemption applies.

ADOPTED this 2nd day of October 2023.

_____
Rick Martinez, Planning Commission Vice Chair

I hereby certify that the foregoing Resolution was adopted by the Planning Commission of the City of Orange at a regular meeting thereof held on the 2nd day of October 2023, by the following vote:

AYES: Commissioner's Martinez, Simpson, Vejar, Maldanado, Tucker, and McCormack
NOES: None
ABSENT: Vazquez

_____

Anna Pehoushek
Assistant Community Development Director

Agenda Item

Planning Commission

Item #: 4.1. 10/2/2023 **File #:** 23-0663

TO: **Chair and Members of the Planning Commission**

THRU: **Anna Pehoushek, Assistant Community Development Director**

FROM: **Chad Ortlieb, Principal Planner**

1. SUBJECT

Continued public hearing to consider an ordinance amending Titles 16 and 17 of the Orange Municipal Code to enact definitions and development standards applicable to lot splits and second dwelling units in single-family residential zones allowed as a result of Senate Bill 9, and a finding of CEQA exemption. (Continued from September 7, 2023)

2. SUMMARY

Senate Bill 9 (SB 9), effective January 1, 2022, regulates development of single-family zoned (R1) property by allowing both the splitting of single-family (R1) zoned property into two lots and constructing two single-family residences on each single-family zoned lot. The proposed permanent Ordinance implements development standards, to the extent allowed under SB 9, regulating lot splits and second unit development in R1 zones.

3. RECOMMENDED ACTION

Adopt Planning Commission Resolution No. 13-23 entitled:

A Resolution of the Planning Commission recommending that the City Council of the City of Orange adopt an ordinance amending Title 16 and Title 17 of the Orange Municipal Code enacting ministerial standards applicable to lot splits in single-family residential zones allowed as a result of SB 9, enacting ministerial standards applicable to the location, access size and setback of second dwelling units in single-family residential zones, and revising definitions to clarify said development standards.

4. PROJECT DESCRIPTION

Planning Commission consideration of this SB 9 ordinance was continued from the September 7, 2023, Planning Commission meeting. The information in the September 7, 2023, staff report remains the same with the exception of the changes noted in the attached memo (Attachment 1). The revised ordinance (Attachment 2) and a detailed record of changes (Attachment 3) are included.

5. ATTACHMENTS

- Attachment 1 - Planning Commission Memo

- Attachment 2 - SB 9 Ordinance
- Attachment 3 - Updated Attachment 3 - Zoning Code Text Amendment Revisions

Agenda Item

Planning Commission

Item #: 4.1 | 10/2/2023 | **File #:** 23-0663

TO: **Chair and Members of the Planning Commission**

THRU: **Anna Pehoushek, Assistant Community Development Director**

FROM: **Chad Ortlieb, Principal Planner**

1. SUBJECT

Public Hearing: An ordinance amending Titles 16 and 17 of the Orange Municipal Code to enact definitions and development standards applicable to lot splits and second dwelling units in single-family residential zones allowed as a result of Senate Bill 9, and a finding of CEQA exemption.

2. SUMMARY

Senate Bill 9 (SB 9), effective January 1, 2022, regulates development of single-family zoned (R1) property by allowing both the splitting of single-family (R1) zoned property into two lots and constructing two single-family residences on each single-family zoned lot. The proposed permanent Ordinance implements development standards, to the extent allowed under SB 9, regulating lot splits and second unit development in R1 zones.

3. PROJECT DESCRIPTION

Planning Commission consideration of this SB 9 ordinance was continued from the September 7, 2023, Planning Commission meeting. The information in the September 7, 2023, staff report remains the same with the exception of the changes noted in the attached memo (Attachment 1). The revised ordinance (Attachment 2) and a detailed record of changes (Attachment 3) are included.

4. ATTACHMENTS

- Attachment 1 - Planning Commission Memo
- Attachment 2 - SB 9 Ordinance
- Attachment 3 - Updated Attachment 3 - Zoning Code Text Amendment Revisions

Memo

To: Planning Commission

Through: Anna Pehoushek, Assistant Community Development Director

From: Chad Ortlieb, Principal Planner

Date: September 28, 2023

Re: Continued Public Hearing from September 7, 2023 to consider an ordinance amending Titles 16 and 17 of the Orange Municipal Code to enact definitions and development standards applicable to lot splits and second dwelling units in single-family residential zones allowed as a result of Senate Bill 9.

The subject SB 9 ordinance was continued from the Planning Commission's September 7, 2023 meeting to their October 2, 2023 meeting to enable staff additional time to evaluate the City's needs within the ordinance. The staff report remains accurate but the following ordinance changes have been made:

- Recitals deemed unnecessary have been removed from the ordinance.
- Added language that SB 9 lot splits shall include a condition for parking pursuant to the SB 9 statute.
- Language has been clarified for exempting SB 9 units from Minor Site Plan Review when access easements are created to accommodate their construction.
- Added language that SB 9 units may not be conveyed separately, including via condominium maps.
- Added language that lots created pursuant to SB 9 may be conveyed separately and structures may be separated on resulting lots to accommodate the lot split.

Attachments include the revised ordinance and a list of changes to the Orange Municipal Code organized by text remaining unchanged, text that was changed for the City Council's approved interim ordinance, and text that has changed between now and the original September 7, 2023 Planning Commission staff report.

Attachments: SB 9 Ordinance
Updated Attachment 3 - Zoning Code Text Amendment Revisions

ORDINANCE NO. XX-23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ORANGE AMENDING TITLE 16 (SUBDIVISIONS) AND TITLE 17 (ZONING) OF THE ORANGE MUNICIPAL CODE BY ENACTING MINISTERIAL STANDARDS APPLICABLE TO LOT SPLITS IN SINGLE-FAMILY RESIDENTIAL ZONES ALLOWED AS A RESULT OF SB 9, ENACTING MINISTERIAL STANDARDS APPLICABLE TO THE LOCATION, ACCESS, SIZE AND SETBACK OF SECOND DWELLING UNITS IN SINGLE-FAMILY RESIDENTIAL ZONES ALLOWED AS A RESULT OF SB 9, AND ADDING AND REVISING DEFINITIONS TO CLARIFY SAID DEVELOPMENT STANDARDS.

WHEREAS, the Governor of the State of California signed into law legislation ("SB 9"), effective January 1, 2022, which requires the City to ministerially approve certain applications for a lot split on a single-family residentially-zoned property, which allows the creation of two half-sized lots where there was previously one lot; and

WHEREAS, SB 9 also requires the City to ministerially approve certain applications to build a second unit on a single-family residentially-zoned property, which allows two residential dwellings on a single-family (R-1) lot where there was previously only one dwelling permitted; and

WHEREAS, the single-family residential (R-1) zones in the City, which include neighborhoods with lots ranging from 6,000 to 20,000 square feet, one acre, and one-and-a-half acres and up, were thoughtfully planned based on the goals of the General Plan of the City, the quality of life in single-family residential neighborhoods, the public safety resources, the utility and transportation infrastructure, City recreational resources, including parks and libraries, school district considerations, and many other elements associated with sound and established planning practices; and

WHEREAS, the City's Zoning Code and General Plan also designate numerous duplex and multi-family residential zones allowing higher density housing opportunities, that were also carefully planned to ensure a high quality of life in multi-family residential neighborhoods, access to public safety resources, an efficient utility and transportation infrastructure, and an appropriate level of City recreational, park and library resources; and

WHEREAS, SB 9 allows the City to impose certain objective requirements regulating said applications to split and/or to build additional residential units on a single-family residentially-zoned property; and

WHEREAS, on December 14, 2021, the City Council adopted interim Ordinance No. 18-21, imposing development standards on lot split and second dwelling unit development projects submitted pursuant to SB 9, which Ordinance was effective for forty-five days; and on January 11, 2022, the City Council extended interim Ordinance No. 18-21 for an additional ten months and fifteen days, until December 13, 2022; and

WHEREAS, on November 15, 2022, the City Council extended interim Ordinance No. 18-21 with the adoption of interim Ordinance 18-21-B, continuing the imposition of development standards on lot split and second dwelling unit development projects submitted pursuant to SB 9, for an additional year, until December 13, 2023; and

WHEREAS, pursuant to Government Code Section 65858(a), no further extension of the interim Ordinance imposing development standards on lot split and second dwelling unit development projects submitted pursuant to SB 9, is available; and

WHEREAS, during the effective period of interim Ordinance Nos. 18-21 and 18-21-B no applications were received for either lot splits or second dwelling units on single family lots pursuant to SB 9; and

WHEREAS, on _____, at a regularly scheduled public hearing noticed in accordance with Government Code Section 65090, the Planning Commission of the City of Orange recommended by a vote of X to X that the City Council of the City of Orange adopt Ordinance No. XX-23 imposing development standards on lot split and second dwelling unit development projects submitted pursuant to SB 9, is available; and

WHEREAS, notice of a City Council of the City of Orange public hearing on the subject matter was published in a newspaper of general circulation in accordance with Government Code Section 65090; and

WHEREAS, the City Council of the City of Orange public hearing was held on October 24, 2023, to consider Ordinance No. XX-23; and

WHEREAS, this Ordinance has been reviewed for compliance with the California Environmental Quality Act (CEQA), the CEQA Guidelines, and the City's environmental procedures, and has been found to be exempt, consistent with the findings in Section XIX of this interim Ordinance; and

WHEREAS, the City Council having considered the proposed revisions to the Orange Municipal Code (OMC) at a public hearing held on _____, including review of the staff report, and having received public testimony on the item, therefore determine that Ordinance No. XX-23 incorporates reasonable development standards for lot split and second dwelling unit development projects submitted pursuant to SB 9, and the Ordinance would promote orderly

development in the City necessary for the preservation of the public peace, health, safety and welfare of the community; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORANGE DOES HEREBY ORDAIN AS FOLLOWS:

SECTION I:

That the recitals and findings contained herein are true and correct, incorporated herein, and with the public record, form the basis for the extension of this interim Ordinance.

SECTION II:

Section 16.08.010.E of the Orange Municipal Code, "Subdivisions – Maps – General Provisions," is hereby amended to read as follows:

E. The advisory agency with the power of final approval over the tentative parcel map, shall thereupon make a finding that the proposed division of land complies with all requirements of the Subdivision Map Act or this title, 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. For parcel maps submitted pursuant to SB 9, the Community Development Director shall approve or deny the application for a parcel map for an urban lot split ministerially without discretionary review.

SECTION III:

The title of Section 16.12.030 of the Orange Municipal Code, "Subdivisions – Procedure – Tentative Parcel Map – Staff Review Committee Approval," is hereby amended to read as follows:

16.12.030 Tentative Parcel Map — Approval or Denial.

SECTION IV:

Section 16.12.030 of the Orange Municipal Code, "Subdivisions – Procedure – Tentative Parcel Map –Approval or Denial," is hereby amended to add the following:

E. The Community Development Director shall have authority to approve all parcel map applications for an urban lot split proposed in a single-family residential zone, pursuant to SB 9. Approval shall be a ministerial action without discretionary review.

1. For approval of a parcel map, the Community Development Director shall find the following:

a. The parcel map subdivides an existing parcel to create no more than two (2) new parcels of approximately equal lot area provided that one parcel shall not be smaller than 40 percent of the lot area of the original parcel proposed for subdivision.

b. Both newly created parcels are no smaller than 1,200 square feet.

c. The parcel being subdivided meets all the following requirements:

i. The parcel is located within a single-family residential zone.

ii. The parcel meets all requirements of Section 17.13.040.GGG.1.

iii. The parcel has not been established through prior exercise of an urban lot split as provided for in SB 9.

iv. Neither the owner of the parcel being subdivided nor any person acting in concert with the owner has previously subdivided an adjacent parcel using an urban lot split as provided for in SB 9.

v. The parcel map conforms to all applicable objective requirements of the Subdivision Map Act (commencing with Section 66410), except as otherwise expressly provided in SB 9.

d. In furtherance of the intent of SB 9 to create dwelling units, plans for units on a lot undergoing a parcel map application shall have received approval through the building permit plan check process and be ready for building permit issuance concurrently with final parcel map approval.

2. The Community Development Director shall place the following conditions on approval of the parcel map, as appropriate:

a. A requirement for easements for the provision of public safety services and facilities.

b. A requirement that the parcels have access to, provide access to, or adjoin the public right-of-way.

c. A requirement for off-street parking pursuant to the single-family residence parking requirement specified in Table 17.34.060.A, except as otherwise expressly provided under SB 9.

d. A requirement that the uses allowed on the lots be limited to residential uses.

3. The City shall not require dedications of rights-of-way or the construction of offsite improvements for the parcels being created as a condition of issuing a parcel map.

4. The authority for denial of a parcel map submitted pursuant to SB 9 is the building official. For denial of a parcel map the building official shall make a written finding, based upon a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact, as defined and determined in Government Code Section 65589.5(d)(2), upon public health and safety or the physical environment, for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

SECTION V:

Section 16.16.020 of the Orange Municipal Code, "Subdivisions – Requirements-Dedications-Fees – Street, Alley and Easement Dedications," is hereby amended to add the following:

E. The City shall not require dedications of rights-of-way or the construction of offsite improvements for parcels created pursuant to SB 9. Easements for public safety services and facilities for such parcels may be required by the Community Development Director.

SECTION VI:

Section 16.16.170 of the Orange Municipal Code, "Subdivisions – Requirements-Dedications-Fees – Soils Report Required," is hereby amended to add the following:

D. For parcel maps submitted pursuant to SB 9, with residential units connected to an onsite wastewater treatment system, the applicant may submit a percolation test completed within the last five (5) years, or, if the percolation test has been recertified, within the last ten (10) years.

SECTION VII:

Section 17.04.021 of the Orange Municipal Code, "Zoning – Definitions – "B" Definitions," is hereby amended to read as follows:

"Bedroom" - Any habitable room in a dwelling unit other than a bathroom, kitchen, dining room or living room with the following features: an interior door that can be closed or an opening into the room in which an interior door or double door can be easily installed; a window; and a closet or room for a wardrobe in addition to a bed. For planning development standards purposes, not to be confused with any building code standards, a room may be deemed not a bedroom if a floor to ceiling horizontal distance of at least 7 feet remains open and without any type of door and no closet exists.

SECTION VIII:

Section 17.04.023 of the Orange Municipal Code, "Zoning – Definitions – "D" Definitions," is hereby amended to read as follows:

"Duplex or duplex residential" - An attached or detached building containing two dwelling units wherein the occupants of each individual dwelling unit are living and functioning together as a single housekeeping unit, meaning that they have established ties and familiarity with each other, jointly use common areas, interact with each other, share meals, household activities, expenses and responsibilities, membership in the single housekeeping unit is fairly stable as opposed to transient, and members have some control over who becomes a member of the single housekeeping unit. A property designated Duplex Residential is neither a single-family nor a multi-family property.

SECTION IX:

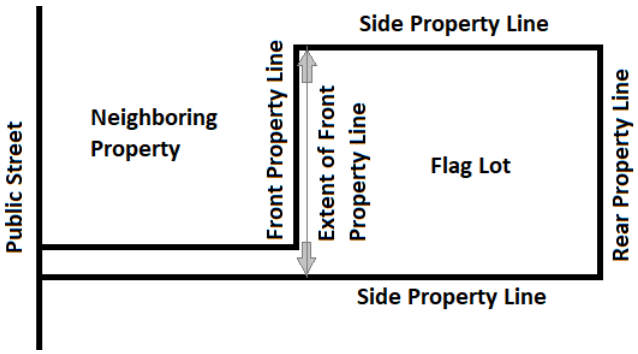
Section 17.04.025 of the Orange Municipal Code, "Zoning – Definitions – "F" Definitions," is hereby amended to read as follows:

"Floor area ratio" (F.A.R. or FAR) - The building square footage divided by lot area. Building square footage shall include all structures on a lot, including garages and accessory structures, unless otherwise provided in this Code. Parking structures and patio covers open on at least two sides shall not be included in the calculation of F.A.R. F.A.R. shall not include ADUs but ADUs shall count against future primary building additions and future accessory structures.

SECTION X:

Section 17.04.031 of the Orange Municipal Code, "Zoning – Definitions – "L" Definitions," is hereby amended to read as follows:

LOT LINE, FRONT - In the case of an interior lot, the line dividing the lot from the street. In the case of a corner lot or through lot, the shorter lot line abutting a street shall be deemed the front lot line and the longer lot line abutting a street shall be deemed an exterior side, unless determined otherwise by the Zoning Administrator. In the case of a through lot or a corner lot whose exterior lot lines are the same length, the lot line where the principal access to the lot is provided shall be deemed to be the front lot line. In the case of an interior lot, when the lot line abutting a street is curved, the front lot line follows the curve; for corner lots, separation of lines occurs at the middle of the curve. For a flag lot, the front lot line is the shortest lot line adjoining the pole portion of the lot including the width of the pole as shown in the figure that follows.



SECTION XI:

Section 17.04.038 of the Orange Municipal Code, "Zoning – Definitions – "S" Definitions," is hereby amended to read as follows:

"Story, half" - One half-story as opposed to full story buildings are structures in which the top floor area is within the established roof line, and room heights within the half-story space conform to the California Building Code regulations for "habitable" space. The building has two floors of habitable rooms but appears as a one story structure from an architectural standpoint. The half-story may contain dormers. Within the Old Towne or established Historic District, the habitable space for the expansion of existing half-story structures and/or the new construction of half-story structures, including any dormers, shed roofs, and unfinished areas, shall not exceed sixty (60) percent of the gross floor area of the floor below.

"Story, habitable" - A story maintaining room heights conforming to the California Building Code regulations for "habitable" space. Height-qualifying habitable stories shall be considered a story regardless of interior finish status.

SECTION XII:

Section 17.10.060.D.1.b of the Orange Municipal Code, "Zoning – Specific Administrative Procedures – Site Plan Review – Minor Site Plan Review - Criteria," is hereby amended to read as follows:

b. Construction of six (6) or fewer residential units on a single parcel, when only one parcel is being developed. Units constructed in single-family (R-1) districts pursuant to SB 9 shall not require site plan review under this section.

SECTION XIII:

Section 17.10.060.D.1.f of the Orange Municipal Code, "Zoning – Specific Administrative Procedures – Site Plan Review – Minor Site Plan Review - Criteria," is hereby amended to read as follows:

f. Creation of lots or building sites with no direct access to a public street except for those units with access easements created to accommodate the construction of units pursuant to SB 9.

SECTION XIV:

Section 17.10.070.B.7 of the Orange Municipal Code, "Zoning – Specific Administrative Procedures – Design Review – When Design Review is Required - Exception," is hereby added to read as follows:

7. Exception. Units created in a single-family (R-1) residential zone pursuant to SB 9 shall not require design review but shall instead meet all objective design review standards specified in Section 17.13.040.GGG and Chapter 17.14.

SECTION XV:

Table 17.13.030 of the Orange Municipal Code, "Zoning – Master Land Use Table – Permitted Uses," is hereby amended to add the following:

Table 17.13.030 Permitted Uses.

ZONING	RESIDENTIAL							COMMERCIAL						MIXED USE					INDUSTRIAL		AGRICULTURAL OPEN SPACE			PI	OVERLAY		SAND & GRAVEL
LAND USE	R1-5	R1-6 to R1-15	R1-20 to R1-140 & R1-R	R2-6 to R2-8	R-3	R-4	MH	OP	CP/C1	CTR	C2	C3	CR	OTMU-15S	OTMU-15	OTMU-24	NMU-24	UMU	M1	M2	A1	RO	SH	PI	FP-1	FP-2	SG
Housing—Includes all structures permitted as living quarters whether they be for short or long-term occupancy. Includes all uses identified in California Building Code definitions that are preceded with main entry words (key terms) that include one of the following: Dwelling, unit, house, housing, congregate, residence, multifamily, dormitory, home(s), hotel, motel, residential care facility, residential facility, or lodging.																											
Single-family dwelling	P#	P	P	P	P	P	-	P	-	-	-	-	-	P*	P*	P*	-	-	-	-	P	-	-	-	-	-	-
Single-family dwelling created pursuant to SB 9	P*	P*	P*	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

SECTION XVI:

Section 17.13.040 of the Orange Municipal Code, "Zoning – Master Land Use Table – Special Use Regulations," is hereby amended to add the following:

GGG. Single-family Dwelling Created Pursuant to SB 9.

1. Approval shall be subject to the proposed housing development meeting all the requirements of SB 9 which include:

a. The parcel is not located on a site specified in subparagraphs (B) to (K), inclusive, of Government Code Section 65913.4(a)(6) as summarized below:

i. Prime farmland, farmland or statewide importance, or land that is zoned or designated for agricultural protection or preservation by the voters.

ii. A wetland

iii. Within a very high fire hazard severity zone, unless the site complies with all fire-hazard mitigation required by existing building standards.

iv. A hazardous waste site that has cleared the site for residential use or residential mixed uses.

v. Within a delineated earthquake fault zone unless the development complies with applicable seismic protection building code standards.

vi. Within a 100 year flood hazard area, unless it has either:

(I) Been subject to a Letter of Map Revision prepared by the Federal Emergency Management Agency and issued to the local jurisdiction, or

(II) Meets Federal Emergency Management Agency requirements necessary to meet minimum flood plain management criteria of the National Flood Insurance Program.

vii. Within a regulatory floodway unless the development has received a no-rise certification.

viii. Land identified for conservation in an adopted natural community conservation plan or other adopted natural resource protection plan.

ix. Habitat for protected species.

x. Land under conservation easement.

b. The proposed housing development would not require demolition or alteration of any of the following types of housing:

i. Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.

ii. Housing that has been occupied by a tenant in the last three (3) years.

c. The parcel subject to the proposed housing development is not a parcel on which an owner of residential real property has exercised the owner's rights under Chapter 12.75 (commencing with Section 7060) of Division 7 of Title 1 to withdraw accommodations from rent or lease within 15 years before the date that the development proponent submits an application.

d. Notwithstanding any provision in the Orange Municipal Code to the contrary, the proposed housing development does not allow the demolition of more than 25 percent of the existing exterior structural walls, unless the site has not been occupied by a tenant in the last three (3) years.

e. The development is not located within a historic district or property included on the State Historic Resources Inventory, as defined in Section 5020.1 of the Public Resources Code, or within a site that is designated or listed as a city or county landmark or historic property or district pursuant to a city or county ordinance.

2. The proposed housing development may be denied if the building official makes a written finding, based upon a preponderance of the evidence, that the proposed housing development project or urban lot split would have a specific, adverse impact, as defined and determined in Government Code Section 65589.5(d)(2), upon public health and safety or the physical environment, for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

3. The ministerial approval may include the conditions for a parcel map specified in section 16.12.030.E.

4. All rental units shall be rented for a term longer than 30 days.

5. An applicant for a parcel map to create an urban lot split shall sign an affidavit stating their intent to occupy one of the housing units as their principal residence for a minimum of three (3) years from the date of the approval of the urban lot split. Any "community land trust," as defined in Revenue and Taxation Code Section 402.1(a)(11)(C)(ii), or a "qualified nonprofit corporation" as described in Revenue and Taxation Code Section 214.15, shall be exempt from the affidavit.

6. Separate conveyance of units and lots shall be subject to the following:
   a. Within a lot resulting from a lot split or where units are placed on an undivided lot:
      i. Primary dwelling units on a lot that is created by an urban lot split may not be owned or conveyed separately from each other.

ii. Condominium airspace divisions and common interest developments are not permitted on a lot that is created by an urban lot split.

iii. All fee interest in a lot and all dwellings on the lot must be held equally and undivided by all individual property owners.

b. Between resulting lots:

i. Separate conveyance of the resulting lots is permitted. If dwellings or other structures (such as garages) on different lots are adjacent or attached to each other, the urban lot split boundary may separate them for conveyance purposes if the structures meet building code safety standards and are sufficient to allow separate conveyance.

7. All development, design, and parcel map standards in this section and in Chapter 17.14 shall be applied to units created under SB 9, provided that at least an 800 square foot unit is allowed to be constructed.

8. The following objective design standards shall apply to all single-family dwellings created pursuant to SB 9 and to associated on-site improvements:

a. Units with identical building elevations and/or floor plans shall not be located on adjacent lots or directly across the street from each other.

b. Design elements and detailing shall be continued completely around the structure. Such design elements shall include window treatments, trim detailing, exterior wall materials, and color pallet. Firewalls are not exempt from the required design elements.

c. At least two (2) building materials shall be used on any building frontage (excluding roof and foundation) in addition to glazing and railings. Any one material shall comprise at least 20% of the building frontage.

d. At least two (2) exterior colors shall be used. Elements that count toward this requirement include cladding material, trim/accent colors, and visually significant colors for doors, and similar elements. Primary colors shall be used as accent colors only.

e. Trash receptacles locations shall be identified on project plans and shall demonstrate screening from public view via equivalent-height landscaping or a solid wall or fence.

f. The main entry shall not be the garage door and shall be prominently placed on the elevation facing the street.

g. Linear streetscape appearance in the building facade shall be avoided by providing variations in horizontal plane in a minimum of 50% of the building front and street side elevations. Variations shall include indentations, recesses, or projections of two (2) feet or greater. Vertical architectural elements (pilasters, columns, piers, other structural elements) shall vertically

project a minimum of eight (8) feet in height and project a minimum of eight (8) inches from the building face.

h. Units shall include a minimum three (3) element(s) from the following list to add visual variety and interest to building facades and enhance the connection between public and private realms: eaves, cornices, trellises, overhangs, exposed structural elements such as rafters, recessed windows, columns, bay windows. Other elements may be approved if they provide equivalent visual variety and interest.

i. Primary interior living spaces (bedroom and living areas) shall be offset a minimum eight (8) feet from a facing neighboring primary interior space on the same story.

j. A minimum eight (8) feet shall be maintained between any primary interior living space (bedroom and living area) and an existing neighboring primary living space on the same story.

k. Trim surrounds shall be provided at all exterior window and door openings. Trim shall be substantial, visible, and at least two (2) inches in depth.

l. Classical window proportions shall be provided such as 2:1, 3:2, or 4:3.

m. No building facade may extend in a continuous plane for more than 20 feet without a window, door, variation in horizontal plane, or vertical architectural element.

n. A minimum three (3) foot wide interior clear planter width landscaping shall be provided between the closest parallel property line to a driveway and the subject property. For flag lots, the planter shall only be required adjacent to the property not part of the project. Within the planter area, landscaping shall be maintained at a height of no greater than 42 inches to allow for line of sight to pedestrians and motorists for vehicles exiting the driveway.

o. Driveways to required parking shall not be asphalt, shall be a minimum 12 feet in width, and shall be concrete, pavers, stone, brick, or similar material. No driveway shall be allowed for units that do not require an on-site covered parking space and are not electing to include covered parking. Controlled or restricted entrances to required or provided parking are prohibited.

SECTION XVII:

Section 17.14.060 of the Orange Municipal Code, "Zoning – Residential Districts – Reserved," is hereby replaced with the following:

17.14.060 - Units Created in a Single-family (R-1) Residential Zone Pursuant to SB 9.

The development standards specified in Section 17.13.040.GGG and Table 17.14.060 shall apply to dwelling units created under SB 9. In addition, the following shall apply:

A. In the event development standards physically preclude the construction of up to two (2) units or preclude either of the two (2) units from being at least 800 square feet in floor area, a minimum 800 square foot unit shall be allowed with code waivers chosen and authorized by the Community Development Director based on prioritizing preservation of neighborhood character and privacy to adjacent properties. The Director may consider waivers such as, but not limited to:

1. Allowing half basement construction to facilitate two-story construction no greater than 16 feet tall.

2. Allowing a reduced front yard setback.

3. Reducing distancing from an existing structure on the original parcel.

B. Parking shall be provided as specified in Chapter 17.34

C. One (1) bedroom is allowed for each five hundred (500) square foot increment of unit square feet. Increments are rounded up, e.g., a 1,001 square foot unit may have 3 bedrooms. Bedroom and bathroom square feet shall be limited to no greater than 63.5% of the total square feet of the unit. Direct exterior access to bedrooms is prohibited, except for the largest bedroom.

D. All accessory structures, including garages, shall be subject to the provisions of Title 17, including but not limited to setbacks, floor area ratio, lot coverage, distancing from other structures, ratio of structures to dwelling, open space, and height.

Table 17.14.060
RESIDENTIAL DEVELOPMENT STANDARDS FOR UNITS CREATED IN A SINGLE-FAMILY (R-1) RESIDENTIAL ZONE PURSUANT TO SB 9
[See next page]

Table 17.14.060
RESIDENTIAL DEVELOPMENT STANDARDS FOR UNITS CREATED IN A SINGLE-FAMILY (R-1) RESIDENTIAL ZONE PURSUANT TO SB 9

District	Maximum Units Per Lot	Minimum Lot Area in Sq. Ft. (a)	Minimum Lot Area Per Unit in Sq. Ft. (a)	Minimum Lot Frontage in Feet (b)	Minimum Lot Depth in Feet	Minimum Yard Setback in Feet (c)(d)(e)			Maximum Height (Feet-Stories) whichever height is less	Maximum Floor Area Ratio (f)	Minimum Usable Open Space in Sq. Ft.
						Front	Side	Rear			
All R1 districts	4 (i)	1,200	(a)	30	40	20	4	4	16′ -1 story	N/R (g)	(h)
N/R = No requirement											

(a) If the lot is created by a new parcel map and the parcel map subdivides an existing parcel to create no more than two (2) new parcels, the parcels shall be of approximately equal lot area, provided that one parcel shall not be smaller than 40% of the lot area of the original parcel proposed for subdivision. No lot shall be smaller than 1,200 square feet.

(b) The required width of the pole segment of a flag lot, or easement for access to a lot with required parking, shall be 15 feet, which includes the required 12-foot driveway width and a three-foot property line landscape buffer. Such width is also required for lots without required driveways and parking. A lesser or greater easement width may be authorized by the Community Development Director based on evidence justifying the adjustment. Units located further than Fire Department hose pull reach requirements shall provide a 20-foot wide easement for emergency vehicle access and a paved surface meeting Fire Code weight bearing requirements.

(c) No setback shall be required for an existing structure or a structure constructed in the same location and to the same dimensions as an existing structure.

(d) An application shall not be rejected solely because it proposes adjacent or connected structures provided that the structures meet building code safety standards and are sufficient to allow separate conveyance. Therefore, connected units may be authorized, including units connected to units on an adjacent lot pursuant to SB 9.

(e) Garages are accessory structures. Attached garages shall adhere to setback requirements of each respective zoning district in Table 17.14.070. Detached garages and accessory structures shall adhere to the requirements of Section 17.14.160.

(f) Where accessory structures are proposed or exist, including attached or detached garages, the maximum Floor Area Ratio (FAR) for accessory structures shall be calculated by combining the sum of square feet of the proposed unit, any existing units, and all accessory structures, and shall be limited by the district maximum FAR specified in Table 17.14.070.

(g) In lieu of a Floor Area Ratio requirement, each unit shall be limited in square feet based on lot size as follows:

Lot Area in Square Feet	Maximum Unit Square Feet*
1,200 – 4,999	800 square feet
5,000 – 5,999	800 square feet
6,000 – 6,999	800 square feet
7,000 – 7,999	800 square feet
8,000 – 9,999	850 square feet
10,000 – 11,999	900 square feet
12,000 – 14,999	950 square feet
15,000 – 19,999	1,000 square feet
20,000 – 39,999	1,100 square feet
40,000 and greater	1,200 square feet

* Existing units may maintain existing FAR and lot coverage but any expansion shall comply with development standards in Table 17.14.070

(h) Minimum usable open space, as defined in Section 17.04.034, shall require the following square feet per district:

District	Minimum Usable Open Space in Sq. Ft. (q)
R1-5	1,000 sf
R1-6	1,100 sf
R1-7	1,100 sf
R1-8	1,200 sf
R1-10	1,200 sf
R1-12	1,300 sf
R1-15	1,700 sf
R1-20	2,500 sf
R1-40	2,500 sf

(i) Up to four (4) units are allowed which may consist of two (2) units on a lot or a primary dwelling and an accessory dwelling unit on a lot .However, all units must meet safety needs and all specified development standards.

SECTION XVIII:

Table 17.14.070 of the Orange Municipal Code, "Zoning – Residential Districts – Residential Development Standards," is hereby amended to read as follows:

Table 17.14.070
RESIDENTIAL DEVELOPMENT STANDARDS
[See next page]

Table 17.14.070
RESIDENTIAL DEVELOPMENT STANDARDS

District	Units Per Lot	Minimum Lot Area in Sq. Ft. (x)	Minimum Lot Area Per Unit in Sq. Ft.	Minimum Lot Frontage in Feet (a)	Minimum Lot Depth in Feet	Minimum Yard Setback in Feet (b,h)			Maximum Height (Ft.-Stories) whichever is less (g)	Maximum Floor Area Ratio (o) or Lot Coverage (p)	Minimum Usable Open Space in Sq. Ft. (q)
						Front	Side	Rear			
R1-5 (aa)	1	5,000(v.1)	N/R	50(k)	90	Bld-15 Gar-20 (v.2)	(c,v.2)	(v.2)	32′—2 stories	Based on bldg. pad(v.3.w)	875 sf
R1-6 (aa)	1	6,000	N/R	60(k)	100	20	5(c)	20(d,e,f)	32′—2 stories(y)	(u)	900 sf
R1-7 (aa)	1	7,000	N/R	60(k)	100	20	5(c)	20(d,e,f)	32′—2 stories	(u)	950 sf
R1-8 (aa)	1	8,000	N/R	60(k)	100	20	5(c)	20(d,e,f)	32′—2 stories	(u)	1,000 sf
R1-10 (aa)	1	10,000	N/R	80(k)	100	20	5(c)	20(d,e,f)	32′—2 stories	(u)	1,000 sf
R1-12 (aa)	1	12,000	N/R	80(k)	100	20	5(c)	20(d,e,f)	32′—2 stories	(u)	1,000 sf
R1-15 (aa)	1	15,000	N/R	80(k)	100	20	5(c)	20(d,e,f)	32′—2 stories	(u)	1,200 sf
R1-20 (aa)	1	20,000	N/R	100(k)	100	20	5(c)	20(d,e,f)	32′—2 stories	(u)	1,500 sf
R1-40 (aa)	1	43,560	N/R	100(k)	100	20	5(c)	20(d,e,f)	32′—2 stories	0.40 FAR	2,000 sf
R1-R (aa)	1	108,900	N/R	100(k)	100	20	5(c)	20(d,e,f)	32′—2 stories	0.40 FAR	2,000 sf

Notes:

(aa) For all units constructed or lots created pursuant to SB 9, apply the development standards in Table 17.14.060.

SECTION XIX:

The first paragraph of Section 17.14.080 of the Orange Municipal Code, "Zoning – Residential Districts – Building Lot Area Requirements," is hereby amended to read as follows:

Tables 17.14.060 and 17.14.070 indicate the minimum building lot area for individual lots. The following portions of a lot shall not be included in the minimum building lot calculation:

SECTION XX:

The Single-family Dwelling Use provisions of Table 17.34.060.A of the Orange Municipal Code, "Zoning – Off-Street Parking and Loading – Required Number of Parking Spaces for Residential Uses," is hereby amended to read as follows:

Table 17.34.060.A

REQUIRED NUMBER OF PARKING SPACES FOR RESIDENTIAL USES

USE	REQUIRED NUMBER OF SPACES
Single-family Dwelling	2 enclosed garage spaces/unit up to 4 bedrooms accessed by a 12 foot wide 20 foot long driveway. For 5 or more bedrooms, 1 additional enclosed space which may be in tandem configuration but may not be in a required front yard setback. For bedroom additions to homes built prior to the effective date of Ordinance 17-08, refer to Section 17.34.020(A). Enclosed spaces demolished or converted in association with construction of an accessory dwelling unit shall not require replacement. For PUDs, units with 3 or more bedrooms shall provide an additional 1.5 guest parking spaces per dwelling unit. Of this requirement, 1 open parking space may be provided at the residence subject to compliance with Section 17.16.060. Enclosed spaces demolished or converted in association with construction of an accessory dwelling unit shall not require replacement. For dwelling units created under SB 9: one enclosed parking space, accessed by a 12 foot wide 20 foot long driveway, shall be provided for parcels unless they are located within ½ mile walking distance of either a high-quality transit corridor, a major transit stop, or within 1 block of a car share vehicle. No parking space shall be required for parcels within ½ mile walking distance of either a high-quality transit corridor, a major transit stop, or within 1 block of a car share vehicle.

SECTION XIX:

Section 17.38.080 of the Orange Municipal Code, "Zoning – Nonconforming Uses – Urban Lot Split (SB 9) Exception to Compliance (Nonconformities)," is hereby added to read as follows:

17.38.080 Urban Lot Split (SB 9) Exception to Compliance (Nonconformities).

The City shall not require the correction of nonconforming zoning conditions as a condition for ministerial approval of a parcel map application for the creation of an urban lot split pursuant to SB 9.

SECTION XXI:

As stated in the California Department of Housing and Community Development SB 9 Fact Sheet: "…the preparation and adoption of the ordinance is not considered a project under CEQA. In other words, the preparation and adoption of the ordinance is statutorily exempt from CEQA." The subject Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines 15060(c)(2), 15060(c)(3) and 15061(b)(3) because it will not result in a direct or reasonably foreseeable indirect physical change in the environment, because there is no possibility it will have a significant effect on the environment, and it is not a "project", as defined in Section 15378 of the State CEQA Guidelines. In the unlikely event the Ordinance would constitute a project under CEQA, it is exempt from the provisions of CEQA per State CEQA Guideline 15321 (Class 21, Enforcement Actions by Regulatory Agencies) because it is an action taken by the City as a regulatory agency, as authorized by local ordinance, to regulate as authorized by SB 9, the processing of lot splits and applications for construction of second dwelling units in single-family residential zones in order to prevent a public nuisance. As such, no further analysis is warranted or required. The proposed Ordinance is exempt from CEQA per Guideline 15061(b)(3) because it can be seen with certainty, after review and evaluation of the facts regarding parking standards in the City of Orange, that there is substantial evidence that adoption of this Ordinance would not have a significant effect on the environment and the common sense exemption applies.

SECTION XXII:

This Ordinance is intended to immediately supersede any existing provisions of the Orange Municipal Code to the extent those existing provisions are inconsistent with this interim Ordinance.

SECTION XXIII:

If any section, subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this interim Ordinance. The City Council hereby declares that it would have passed this interim Ordinance, and each section, subdivision, paragraph, sentence, clause and phrase thereof, irrespective of the fact that any one (or more) section, subdivision, paragraph, sentence, clause or phrase had been declared invalid or unconstitutional.

ADOPTED this ____ day of _____, 2023.

_____
Daniel R. Slater, Mayor, City of Orange

ATTEST:

_____
Pamela Coleman, City Clerk, City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing extension of an interim Ordinance was duly passed and adopted at the regular meeting of the City Council held on the ___ day of _____, 2023 by the following vote, to wit:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

_____
Pamela Coleman, City Clerk, City of Orange

Attachment 3
Zoning Code Text Amendment Revisions

Blue text represents new text, including text previously approved for the interim ordinances by the City Council. Purple text represents changes since the Planning Commission meeting was continued from September 7, 2023. Red strikeout text represents removed text.

Section 16.08.010 General Provisions.

E. The advisory agency with the power of final approval over the tentative parcel map, shall thereupon make a finding that the proposed division of land complies with all requirements of the Subdivision Map Act or this title, 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. For parcel maps submitted pursuant to SB 9, the Community Development Director shall approve or deny the application for a parcel map for an urban lot split ministerially without discretionary review.

Section 16.12.030

16.12.030 Tentative Parcel Map — ~~Staff Review Committee Approval.~~ Approval or Denial.

E. The Community Development Director shall have authority to approve all parcel map applications for an urban lot split proposed in a single-family residential zone, pursuant to SB 9. Approval shall be a ministerial action without discretionary review.

1. For approval of a parcel map the Community Development Director shall find the following:

a. The parcel map subdivides an existing parcel to create no more than two (2) new parcels of approximately equal lot area provided that one parcel shall not be smaller than 40 percent of the lot area of the original parcel proposed for subdivision.

b. Both newly created parcels are no smaller than 1,200 square feet.

c. The parcel being subdivided meets all the following requirements:

i. The parcel is located within a single-family residential zone.

ii. The parcel meets all requirements of Section 17.13.040.GGG.1.

iii. The parcel has not been established through prior exercise of an urban lot split as provided for in SB 9.

iv. Neither the owner of the parcel being subdivided nor any person acting in concert with the owner has previously subdivided an adjacent parcel using an urban lot split as provided for in SB 9.

v. The parcel map conforms to all applicable objective requirements of the Subdivision Map Act (commencing with Section 66410), except as otherwise expressly provided in SB 9.

d. In furtherance of the intent of SB 9 to create dwelling units, plans for units on a lot undergoing a parcel map application shall have received approval through the building permit plan check process and be ready for building permit issuance concurrently with final parcel map approval.

2. The Community Development Director shall place the following conditions on approval of the parcel map as appropriate:

a. A requirement for easements for the provision of public safety services and facilities.

b. A requirement that the parcels have access to, provide access to, or adjoin the public right-of-way.

c. A requirement for off-street parking pursuant to the single-family residence parking requirement specified in Table 17.34.060.A, except as otherwise expressly provided under SB 9.

d. A requirement that the uses allowed on the lots be limited to residential uses.

3. The City shall not require dedications of rights-of-way or the construction of offsite improvements for the parcels being created as a condition of issuing a parcel map.

4. The authority for denial of a parcel map submitted pursuant to SB 9 is the building official. For denial of a parcel map the building official shall make a written finding, based upon a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact, as defined and determined in Government Code Section 65589.5(d)(2), upon public health and safety or the physical environment, for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

Section 16.16.020 Street, Alley and Easement Dedications.

E. The City shall not require dedications of rights-of-way or the construction of offsite improvements for parcels created pursuant to SB 9. Easements for public safety services and facilities for such parcels may be required by the Community Development Director.

Section 16.16.170 “Subdivisions – Requirements-Dedications-Fees – Soils Report Required,”

D. For parcel maps submitted pursuant to SB 9, with residential units connected to an onsite wastewater treatment system, the applicant may submit a percolation test completed within the last five (5) years, or, if the percolation test has been recertified, within the last ten (10) years.

Section 17.04.021 "B" Definitions."

"Bedroom" - ~~means any~~ Any habitable room in a dwelling unit other than a bathroom, kitchen, dining room or living room with the following features: an interior door that can be closed or an opening into the room in which an interior door or double door can be easily installed; a window; and a closet or room for a wardrobe in addition to a bed. For planning development standards purposes, not to be confused with any building code standards, a room may be deemed not a bedroom if a floor to ceiling horizontal distance of at least 7 feet remains open and without any type of door and no closet exists.

Section 17.04.023 "D" Definitions."

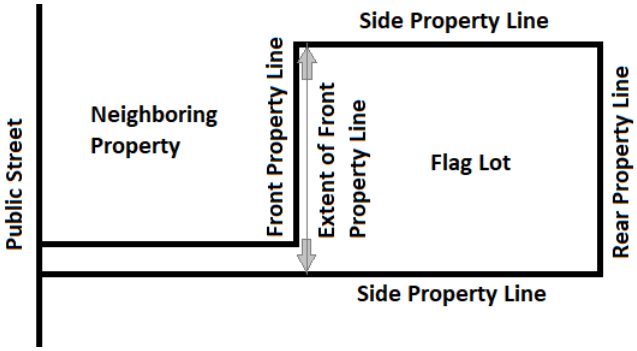
"Duplex or duplex residential" ~~means an~~ - An attached or detached building containing two dwelling units wherein the occupants of each individual dwelling unit are living and functioning together as a single housekeeping unit, meaning that they have established ties and familiarity with each other, jointly use common areas, interact with each other, share meals, household activities, expenses and responsibilities, membership in the single housekeeping unit is fairly stable as opposed to transient, and members have some control over who becomes a member of the single housekeeping unit. A property designated Duplex Residential is neither a single-family nor a multi-family property.

Section 17.04.025 "F" Definitions."

"Floor area ratio" (F.A.R. or FAR) - ~~means the~~ The building square footage divided by lot area. Building square footage shall include all structures on a lot, including garages and accessory structures, unless otherwise provided in this ~~code~~ Code. Parking structures and patio covers open on at least two sides shall not be included in the calculation of F.A.R. F.A.R. shall not include ADUs but ADUs shall count against future primary building additions and future accessory structures.

Section 17.04.031 "L" Definitions.

"Lot line, front" - ~~means the line separating the narrowest street frontage of the lot from the street right-of-way.~~ In the case of an interior lot, the line dividing the lot from the street. In the case of a corner lot or through lot, the shorter lot line abutting a street shall be deemed the front lot line and the longer lot line abutting a street shall be deemed an exterior side, unless determined otherwise by the Zoning Administrator. In the case of a through lot or a corner lot whose exterior lot lines are the same length, the lot line where the principal access to the lot is provided shall be deemed to be the front lot line. In the case of an interior lot, when the lot line abutting a street is curved, the front lot line follows the curve; for corner lots, separation of lines occurs at the middle of the curve. For a flag lot, the front lot line is the shortest lot line adjoining the pole portion of the lot including the width of the pole as shown in the figure that follows.



Section 17.04.038 "S" Definitions**.**

"Story, half" - ~~means one~~ One half-story as opposed to full story buildings are structures in which the top floor area is within the established roof line, and room heights within the half-story space conform to the ~~Uniform~~ California Building Code regulations for "habitable" space. The building has two floors of habitable rooms but appears as a one story structure from an architectural standpoint. The half-story may contain dormers. Within the Old Towne or established Historic District, the habitable space for the expansion of existing half-story structures and/or the new construction of half-story structures, including any dormers, shed roofs, and unfinished areas, shall not exceed sixty (60)~~%~~ percent of the gross floor area of the floor below.

"Story, habitable" - A story maintaining room heights conforming to the California Building Code regulations for "habitable" space. Height-qualifying habitable stories shall be considered a story regardless of interior finish status.

Section 17.10.060.D.1.b and f. "Zoning – Specific Administrative Procedures – Site Plan Review – Minor Site Plan Review – Criteria."

b. Construction of six (6) or fewer residential units on a single parcel, when only one parcel is being developed. Units constructed in single-family (R-1) districts pursuant to SB 9 shall not require site plan review under this section.

f. Creation of lots or building sites with no direct access to a public street except for those units with access easements created to accommodate the construction of ~~a single-family dwelling in a single-family (R-1) district~~ units pursuant to SB 9.

Section 17.10.070.B.7 "Zoning – Specific Administrative Procedures – Design Review – When Design Review is Required – Exception."

7. Exception. Units created in a single-family (R-1) residential zone pursuant to SB 9 shall not require design review but shall instead meet all objective design review standards specified in Section 17.13.040.GGG and Chapter 17.14.

Table 17.13.030 “Zoning – Master Land Use Table – Permitted Uses.”

Table 17.13.030 Permitted Uses.

ZONING	RESIDENTIAL								COMMERCIAL						MIXED USE				INDUSTRIAL		AGRICULTURAL OPEN SPACE			PI	OVERLAY		SAND & GRAVEL
LAND USE	R1-5	R1-6 to R-15	R1-20 to R-140 & R1-R	R2-6 to R2-8	R-3	R-4	MH	OP	CP/C1	CTR	C2	C3	CR	OTMU-155	OTMU-15	OTMU-24	NMU-24	UMU	M1	M2	A1	RO	SH	PI	FP-1	FP-2	SG
Housing—Includes all structures permitted as living quarters whether they be for short or long-term occupancy. Includes all uses identified in California Building Code definitions that are preceded with main entry words (key terms) that include one of the following: Dwelling, unit, house, housing, congregate, residence, multifamily, dormitory, home(s), hotel, motel, residential care facility, residential facility, or lodging.																											
Single-family dwelling	P#	P	P	P	P	P	-	P	-	-	-	-	-	P*	P*	P*	-	-	-	-	P	-	-	-	-	-	-
Single-family dwelling created pursuant to SB 9	P*	P*	P*	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Section 17.13.040 “Zoning – Master Land Use Table – Special Use Regulations.”

GGG. Single-family Dwelling Created Pursuant to SB 9.

1. Approval shall be subject to the proposed housing development meeting all the requirements of SB 9 which include:

   a. The parcel is not located on a site specified in subparagraphs (B) to (K), inclusive, of Government Code Section 65913.4(a)(6) as summarized below:

      i. Prime farmland or farmland of statewide importance, or land that is zoned or designated for agricultural protection or preservation by the voters.

      ii. A wetland.

      iii. Within a very high fire hazard severity zone, unless the site complies with all fire-hazard mitigation required by existing building standards.

      iv. A hazardous waste site that has cleared the site for residential use or residential mixed uses.

      v. Within a delineated earthquake fault zone unless the development complies with applicable seismic protection building code standards.

      vi. Within a 100 year flood hazard area, unless it has either:
         (I) Been subject to a Letter of Map Revision prepared by the Federal Emergency Management Agency and issued to the local jurisdiction, or
         (II) Meets Federal Emergency Management Agency requirements necessary to meet minimum flood plain management criteria of the National Flood Insurance Program.

      vii. Within a regulatory floodway unless the development has received a no-rise certification.

      viii. Land identified for conservation in an adopted natural community conservation plan or other adopted natural resource protection plan.

      ix. Habitat for protected species.

      x. Land under conservation easement.

   b. The proposed housing development would not require demolition or alteration of any of the following types of housing:

i. Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.

ii. Housing that has been occupied by a tenant in the last three (3) years.

c. The parcel subject to the proposed housing development is not a parcel on which an owner of residential real property has exercised the owner's rights under Chapter 12.75 (commencing with Section 7060) of Division 7 of Title 1 to withdraw accommodations from rent or lease within 15 years before the date that the development proponent submits an application.

d. Notwithstanding any provision in the Orange Municipal Code to the contrary, the proposed housing development does not allow the demolition of more than 25 percent of the existing exterior structural walls, unless the site has not been occupied by a tenant in the last three (3) years.

e. The development is not located within a historic district or property included on the State Historic Resources Inventory, as defined in Section 5020.1 of the Public Resources Code, or within a site that is designated or listed as a city or county landmark or historic property or district pursuant to a city or county ordinance.

2. The proposed housing development may be denied if the building official makes a written finding, based upon a preponderance of the evidence, that the proposed housing development project or urban lot split would have a specific, adverse impact, as defined and determined in Government Code Section 65589.5(d)(2), upon public health and safety or the physical environment, for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

3. The ministerial approval may include the conditions for a parcel map specified in section 16.12.030.E.

4. All rental units shall be rented for a term longer than 30 days.

5. An applicant for a parcel map to create an urban lot split shall sign an affidavit stating their intent to occupy one of the housing units as their principal residence for a minimum of three (3) years from the date of the approval of the urban lot split. Any "community land trust," as defined in Revenue and Taxation Code Section 402.1(a)(11)(C)(ii), or a "qualified nonprofit corporation" as described in Revenue and Taxation Code Section 214.15, shall be exempt from the affidavit.

6. Separate conveyance of units and lots shall be subject to the following:
   a. Within a lot resulting from a lot split or where units are placed on an undivided lot:

i. Primary dwelling units on a lot that is created by an urban lot split may not be owned or conveyed separately from each other.
ii. Condominium airspace divisions and common interest developments are not permitted on a lot that is created by an urban lot split.
iii. All fee interest in a lot and all dwellings on the lot must be held equally and undivided by all individual property owners.

b. Between resulting lots:
i. Separate conveyance of the resulting lots is permitted. If dwellings or other structures (such as garages) on different lots are adjacent or attached to each other, the urban lot split boundary may separate them for conveyance purposes if the structures meet building code safety standards and are sufficient to allow separate conveyance.

7. All development, design, and parcel map standards in this section and in Chapter 17.14 shall be applied to units created under SB 9, provided that at least an 800 square foot unit is allowed to be constructed.

8. The following objective design standards shall apply to all single-family dwellings created pursuant to SB 9 and to associated on-site improvements:

a. Units with identical building elevations and/or floor plans shall not be located on adjacent lots or directly across the street from each other.

b. Design elements and detailing shall be continued completely around the structure. Such design elements shall include window treatments, trim detailing, exterior wall materials, and color pallet. Firewalls are not exempt from the required design elements.

c. At least two (2) building materials shall be used on any building frontage (excluding roof and foundation) in addition to glazing and railings. Any one material shall comprise at least 20% of the building frontage.

d. At least two (2) exterior colors shall be used. Elements that count toward this requirement include cladding material, trim/accent colors, and visually significant colors for doors, and similar elements. Primary colors shall be used as accent colors only.

e. Trash receptacles locations shall be identified on project plans and shall demonstrate screening from public view via equivalent-height landscaping or a solid wall or fence.

f. The main entry shall not be the garage door and shall be prominently placed on the elevation facing the street.

g. Linear streetscape appearance in the building facade shall be avoided by providing variations in horizontal plane in a minimum of 50% of the building front and street side

elevations. Variations shall include indentations, recesses, or projections of two (2) feet or greater. Vertical architectural elements (pilasters, columns, piers, other structural elements) shall vertically project a minimum of eight (8) feet in height and project a minimum of eight (8) inches from the building face.

h. Units shall include a minimum three (3) element(s) from the following list to add visual variety and interest to building facades and enhance the connection between public and private realms: eaves, cornices, trellises, overhangs, exposed structural elements such as rafters, recessed windows, columns, bay windows. Other elements may be approved if they provide equivalent visual variety and interest.

i. Primary interior living spaces (bedroom and living areas) shall be offset a minimum eight (8) feet from a facing neighboring primary interior space on the same story.

j. A minimum eight (8) feet shall be maintained between any primary interior living space (bedroom and living area) and an existing neighboring primary living space on the same story.

k. Trim surrounds shall be provided at all exterior window and door openings. Trim shall be substantial, visible, and at least two (2) inches in depth.

l. Classical window proportions shall be provided such as 2:1, 3:2, or 4:3.

m. No building facade may extend in a continuous plane for more than 20 feet without a window, door, variation in horizontal plane, or vertical architectural element.

n. A minimum three (3) foot wide interior clear planter width landscaping shall be provided between the closest parallel property line to a driveway and the subject property. For flag lots, the planter shall only be required adjacent to the property not part of the project. Within the planter area, landscaping shall be maintained at a height of no greater than 42 inches to allow for line of sight to pedestrians and motorists for vehicles exiting the driveway.

o. Driveways to required parking shall not be asphalt, shall be a minimum 12 feet in width, and shall be concrete, pavers, stone, brick, or similar material. No driveway shall be allowed for units that do not require an on-site covered parking space and are not electing to include covered parking. Controlled or restricted entrances to required or provided parking are prohibited.

17.14.060 - Units Created in a Single-family (R-1) Residential Zone Pursuant to SB 9.

The development standards specified in Section 17.13.040.GGG and Table 17.14.060 shall apply to dwelling units created under SB 9. In addition, the following shall apply:

A. In the event development standards physically preclude the construction of up to two (2) units or preclude either of the two (2) units from being at least 800 square feet in floor area, a minimum 800 square foot unit shall be allowed with code waivers chosen and authorized by the Community Development Director based on prioritizing preservation of neighborhood character and privacy to adjacent properties. The Director may consider waivers such as, but not limited to:

1. Allowing half basement construction to facilitate two-story construction no greater than 16 feet tall.

2. Allowing a reduced front yard setback.

3. Reducing distancing from an existing structure on the original parcel.

B. Parking shall be provided as specified in Chapter 17.34

C. One (1) bedroom is allowed for each five hundred (500) square foot increment of unit square feet. Increments are rounded up, e.g., a 1,001 square foot unit may have 3 bedrooms. Bedroom and bathroom square feet shall be limited to no greater than 63.5% of the total square feet of the unit. Direct exterior access to bedrooms is prohibited, except for the largest bedroom.

D. All accessory structures, including garages, shall be subject to the provisions of Title 17, including but not limited to setbacks, floor area ratio, lot coverage, distancing from other structures, ratio of structures to dwelling, open space, and height.

Table 17.14.060
RESIDENTIAL DEVELOPMENT STANDARDS FOR UNITS CREATED IN A SINGLE-FAMILY (R-1) RESIDENTIAL ZONE PURSUANT TO SB 9

District	Maximum Units Per Lot	Minimum Lot Area in Sq. Ft. (a)	Minimum Lot Area Per Unit in Sq. Ft. (a)	Minimum Lot Frontage in Feet (b)	Minimum Lot Depth in Feet	Minimum Yard Setback in Feet (c)(d)(e)			Maximum Height (Feet-Stories) whichever height is less	Maximum Floor Area Ratio (f)	Minimum Usable Open Space in Sq. Ft.
						Front	Side	Rear			
All R1 districts	~~2~~4 (i)	1,200	(a)	30	40	20	4	4	16′ -1 story	N/R (g)	(h)
N/R = No requirement											

(a) If the lot is created by a new parcel map and the parcel map subdivides an existing parcel to create no more than two (2) new parcels, the parcels shall be of approximately equal lot area, provided that one parcel shall not be smaller than 40% of the lot area of the original parcel proposed for subdivision. No lot shall be smaller than 1,200 square feet.

(b) The required width of the pole segment of a flag lot, or easement for access to a lot with required parking, shall be 15 feet, which includes the required 12-foot driveway width and a three-foot property line landscape buffer. Such width is also required for lots without required driveways and parking. A lesser or greater easement width may be authorized by the Community Development Director based on evidence justifying the adjustment. Units located further than Fire Department hose pull reach requirements shall provide a 20-foot wide easement for emergency vehicle access and a paved surface meeting Fire Code weight bearing requirements.

(c) No setback shall be required for an existing structure or a structure constructed in the same location and to the same dimensions as an existing structure.

(d) An application shall not be rejected solely because it proposes adjacent or connected structures provided that the structures meet building code safety standards and are sufficient to allow separate conveyance. Therefore, connected units may be authorized, including units connected to units on an adjacent lot pursuant to SB 9.

(e) Garages are accessory structures. Attached garages shall adhere to setback requirements of each respective zoning district in Table 17.14.070. Detached garages and accessory structures shall adhere to the requirements of Section 17.14.160.

(f) Where accessory structures are proposed or exist, including attached or detached garages, the maximum Floor Area Ratio (FAR) for accessory structures shall be calculated by combining the sum of square feet of the proposed unit, any existing units, and all accessory structures, and shall be limited by the district maximum FAR specified in Table 17.14.070.

(g) In lieu of a Floor Area Ratio requirement, each unit shall be limited in square feet based on lot size as follows:

Lot Area in Square Feet	Maximum Unit Square Feet*
1,200 – 4,999	800 square feet
5,000 – 5,999	800 square feet
6,000 – 6,999	800 square feet
7,000 – 7,999	800 square feet
8,000 – 9,999	850 square feet
10,000 – 11,999	900 square feet
12,000 – 14,999	950 square feet
15,000 – 19,999	1,000 square feet
20,000 – 39,999	1,100 square feet
40,000 and greater	1,200 square feet

* Existing units may maintain existing FAR and lot coverage but any expansion shall comply with development standards in Table 17.14.070

(h) Minimum usable open space, as defined in Section 17.04.034, shall require the following square feet per district:

District	Minimum Usable Open Space in Sq. Ft. (q)
R1-5	1,000 sf
R1-6	1,100 sf
R1-7	1,100 sf
R1-8	1,200 sf
R1-10	1,200 sf
R1-12	1,300 sf
R1-15	1,700 sf
R1-20	2,500 sf
R1-40	2,500 sf

(i) Up to four (4) units are allowed which may consist of two (2) units on a lot or a primary dwelling and an accessory dwelling unit on a lot. However, all units must meet safety needs and all specified development standards.

Table 17.14.070 “Zoning – Residential Districts – Residential Development Standards.”

Table 17.14.070
RESIDENTIAL DEVELOPMENT STANDARDS

District	Units Per Lot	Minimum Lot Area in Sq. Ft. (x)	Minimum Lot Area Per Unit in Sq. Ft.	Minimum Lot Frontage in Feet (a)	Minimum Lot Depth in Feet	Minimum Yard Setback in Feet (b,h)			Maximum Height (Ft.-Stories) whichever is less (g)	Maximum Floor Area Ratio (o) or Lot Coverage (p)	Minimum Usable Open Space in Sq. Ft. (q)
						Front	Side	Rear			
R1-5 (aa)	1	5,000(v.1)	N/R	50(k)	90	Bld-15 Gar-20 (v.2)	(c,v.2)	(v.2)	32′—2 stories	Based on bldg. pad(v.3.w)	875 sf
R1-6 (aa)	1	6,000	N/R	60(k)	100	20	5(c)	20(d,e,f)	32′—2 stories(y)	(u)	900 sf
R1-7 (aa)	1	7,000	N/R	60(k)	100	20	5(c)	20(d,e,f)	32′—2 stories	(u)	950 sf
R1-8 (aa)	1	8,000	N/R	60(k)	100	20	5(c)	20(d,e,f)	32′—2 stories	(u)	1,000 sf
R1-10 (aa)	1	10,000	N/R	80(k)	100	20	5(c)	20(d,e,f)	32′—2 stories	(u)	1,000 sf
R1-12 (aa)	1	12,000	N/R	80(k)	100	20	5(c)	20(d,e,f)	32′—2 stories	(u)	1,000 sf
R1-15 (aa)	1	15,000	N/R	80(k)	100	20	5(c)	20(d,e,f)	32′—2 stories	(u)	1,200 sf
R1-20 (aa)	1	20,000	N/R	100(k)	100	20	5(c)	20(d,e,f)	32′—2 stories	(u)	1,500 sf
R1-40 (aa)	1	43,560	N/R	100(k)	100	20	5(c)	20(d,e,f)	32′—2 stories	0.40 FAR	2,000 sf
R1-R (aa)	1	108,900	N/R	100(k)	100	20	5(c)	20(d,e,f)	32′—2 stories	0.40 FAR	2,000 sf

Notes: (aa) For all units constructed or lots created pursuant to SB 9, apply the development standards in Table 17.14.060.

Section 17.14.080 "Zoning – Residential Districts – Building Lot Area Requirements**.**"

Tables 17.14.060 and 17.14.070 indicate~~s~~ the minimum building lot area for individual lots. The following portions of a lot shall not be included in the minimum building lot calculation:

Table 17.34.060.A "Zoning – Off-Street Parking and Loading – Required Number of Parking Spaces for Residential Uses."

Table 17.34.060.A

REQUIRED NUMBER OF PARKING SPACES FOR RESIDENTIAL USES

USE	**REQUIRED NUMBER OF SPACES**
Single-family Dwelling	2 enclosed garage spaces/unit up to 4 bedrooms accessed by a 12 foot wide 20 foot long driveway. For 5 or more bedrooms, 1 additional enclosed space which may be in tandem configuration but may not be in a required front yard setback. For bedroom additions to homes built prior to the effective date of Ordinance 17-08, refer to Section17.34.020(A). Enclosed ~~or covered~~ spaces demolished or converted ~~by creation of an ADU~~ in association with construction of an accessory dwelling unit shall not require replacement. For PUDs, units with 3 or more bedrooms shall provide an additional 1.5 guest parking spaces per dwelling unit. Of this requirement, 1 open parking space may be provided at the residence subject to compliance with Section 17.16.060. For dwelling units created under SB 9: one enclosed parking space, accessed by a 12 foot wide 20 foot long driveway, shall be provided for parcels unless they are located within ½ mile walking distance of either a high-quality transit corridor, a major transit stop, or within 1 block of a car share vehicle. No parking space shall be required for parcels within ½ mile walking distance of either a high-quality transit corridor, a major transit stop, or within 1 block of a car share vehicle.

17.38.080 Urban Lot Split (SB 9) Exception to Compliance (Nonconformities).

The City shall not require the correction of nonconforming zoning conditions as a condition for ministerial approval of a parcel map application for the creation of an urban lot split pursuant to SB 9.

MINUTES - DRAFT

City of Orange

Planning Commission

October 02, 2023

The Planning Commission of the City of Orange, California convened on October 2, 2023, at 5:30 p.m. in a Regular Meeting in the Council Chamber, 300 E. Chapman Avenue, Orange, California.

1. OPENING/CALL TO ORDER

Vice Chair Martinez called the meeting to order at 7:00 p.m.

1.1 PLEDGE OF ALLEGIANCE

Commissioner Simpson led the flag salute.

1.2 ROLL CALL

Present: Martinez, Simpson, Vejar, Maldonado, Tucker, and McCormack
Absent: Vazquez

2. PUBLIC COMMENTS

None.

3. CONSENT CALENDAR

3.1. Approval of meeting minutes of the City of Orange Planning Commission Regular Meeting held on September 7, 2023.

ACTION: Approved minutes as presented.

Approval of the Consent Calendar

A motion was made by Commissioner McCormack, seconded by Vice Chair Martinez, to approve the Consent Calendar as presented. The motion carried by the following vote:

Ayes: Martinez, Simpson, Vejar, Maldonado, Tucker, and McCormack
Noes: None
Absent: Vazquez

4. OLD BUSINESS

4.1. Continued public hearing to consider an ordinance amending Titles 16 and 17 of the Orange Municipal Code to enact definitions and development standards applicable to lot splits and second dwelling units in single-family residential zones allowed as a result of Senate Bill 9, and a finding of CEQA exemption. (Continued from September 7, 2023)

Draft

A motion was made by Commissioner Simpson, seconded by Commissioner Vejar, to adopt Planning Commission Resolution No. 13-23 contingent upon staff making an amendment to Section 17.13.040 GGG.6.a.of the draft ordinance as discussed.

Resolution No. PC 13-23. A Resolution of the Planning Commission recommending that the City Council of the City of Orange adopt an ordinance amending Title 16 and Title 17 of the Orange Municipal Code enacting ministerial standards applicable to lot splits in single-family residential zones allowed as a result of SB 9, enacting ministerial standards applicable to the location, access size and setback of second dwelling units in single-family residential zones, and revising definitions to clarify said development standards.

The motion carried by the following vote:
Ayes: Martinez, Simpson, Vejar, Maldonado, Tucker, and McCormack
Noes: None
Absent: Vazquez

5. ADJOURNMENT

There being no further business, the meeting was adjourned at 6:23 p.m.

The next Regular Planning Commission meeting will be held on October 16, 2023 at 5:30 p.m., in the Council Chamber, 300 E. Chapman Avenue, Orange California 92866.

_____
Chad Ortlieb
Principal Planner

Draft

Agenda Item

Planning Commission

Item #: 4.1. 9/7/2023 **File #:** 23-0510

TO: **Chair and Members of the Planning Commission**

THRU: **Anna Pehoushek, Assistant Community Development Director**

FROM: **Chad Ortlieb, Principal Planner**

1. SUBJECT

Public Hearing: An ordinance amending Titles 16 and 17 of the Orange Municipal Code to enact definitions and development standards applicable to lot splits and second dwelling units in single-family residential zones allowed as a result of Senate Bill 9, and finding of CEQA exemption.

2. SUMMARY

Senate Bill 9 (SB 9), effective January 1, 2022, regulates development of single-family zoned (R1) property by allowing both the splitting of single-family (R1) zoned property into two lots and constructing two single-family residences on each single-family zoned lot. The proposed permanent Ordinance implements development standards, to the extent allowed under SB 9, regulating lot splits and second unit development in R1 zones.

3. RECOMMENDED ACTION

Adopt Planning Commission Resolution No. 13-23 entitled:

A Resolution of the Planning Commission recommending that the City Council of the City of Orange adopt an ordinance amending Title 16 and Title 17 of the Orange Municipal Code enacting ministerial standards applicable to lot splits in single-family residential zones allowed as a result of SB 9, enacting ministerial standards applicable to the location, access size and setback of second dwelling units in single-family residential zones, and revising definitions to clarify said development standards.

4. AUTHORIZING GUIDELINES

Orange Municipal Code (OMC) Table 17.08.020, Section 17.08.020B.2.b.i., and Section 17.10.020B. authorizes the Planning Commission to review and make recommendations to the City Council on amendments to the Zoning Ordinance.

5. PROJECT BACKGROUND

Applicant:	City of Orange
Property Owner	Citywide
Property Location	Citywide
Existing General Plan Land Use Element Designation	Applies to Estate low Density Residential 1-2 du/ac (ESTR) and Low Density Residential 2-6 du/ac (LDR)

Existing Zoning Classification	Applies to Single-Family Residential (R-1)
Old Towne	SB 9 does not apply to Historic Overlay Districts
Specific Plan/PC	Not Applicable
Previous Applications/Entitlements	Interim Ordinance No. 18-21 was adopted by the City Council on December 14, 2021, and extended on November 15, 2022, under Interim Ordinance No. 18-21B. The urgency ordinance will expire December 13, 2023 and may not be extended again.

6. PROJECT DESCRIPTION

The proposed ordinance has been prepared in an effort to reflect the requirements of State law under Senate Bill 9 (SB 9) which became effective on January 1, 2022 and requires cities to approve, as a ministerial action and without discretionary review, certain lot splits in single-family residential (R1) zones, and certain applications to add a second dwelling unit on a single-family lot and, to the extent permissible, protect the character of single-family neighborhoods given the development scenarios possible. Based on an evaluation of the legislation, staff concluded that, because there was potential for the resulting development to create conditions detrimental to the public health safety and welfare related to site access, infrastructure, parking/traffic, and emergency services, an ordinance to address those conditions, to the extent allowed, was necessary.

On December 14, 2021, the City Council adopted interim Ordinance No. 18-21, which addressed the immediate threat to the public health, safety and welfare caused by the ability to split R1 lots and add second units to R1 lots. The interim ordinance provided procedures for evaluating applications for lot splits and additional residential units, established objective development standards for lot splits and additional residential units, and revised definitions relating thereto. The Ordinance was twice extended (under Interim Ordinance 18-21B) and now expires on December 13, 2023. The Ordinance is not eligible for additional extensions. Hence, a permanent ordinance is necessary.

Interim Ordinance No. 18-21 and 18-21B set into place allowable development standards permitted by SB 9 with the goal to establish preliminary standards for any SB 9 development applications that would follow. The interim ordinance softens the negative impacts that could arise from the unregulated splitting of R1 single-family lots and addition of a second dwelling unit on a single-family lot. SB9 could quadruple the density of single-family zones, creating incompatibility with the City's current single-family neighborhood development standards for those zones, among other City resource concerns. If unregulated, the increase in density and development of additional dwellings on single-family lots would cause numerous deleterious effects on the City's infrastructure as well as the families residing therein, including exacerbating parking and traffic problems, overuse of existing utility systems, loss of privacy, application of development standards not designed for higher density housing, fire, police and other public safety concerns. Any of the potential effects could constitute a public nuisance to the community.

Fortunately, the City has had sufficient time to evaluate the effectiveness of the enforceable standards of the interim ordinances. No applications have been received for either lot splits or second dwelling units on single family lots during the effective span of the interim ordinance. Therefore, staff is recommending that the interim ordinance become a permanent ordinance with only minor changes including the addition of definitions for the terms:

- Bedroom

- Floor area ratio
- Lot line, front
- Story, half
- Story, habitable

In addition, it should be noted that Staff will adhere to the State Department of Housing and Community Development ADU guidance on the ADU and SB 9 statutes in assessing ADUs and JADUs associated with SB9 developments. The City does not have to permit ADUs and JADUs when a lot is both created by an SB 9 lot split and developed with an SB 9 two-unit development. However, the City may have to allow ADUs and JADUs when SB 9 units result from non-lot split scenarios. Under either scenario, no more than 4 units total could result on single family lots.

It is staff's opinion that the effectiveness of the ordinance stems from the City's ability to regulate size and height of any additional units that could be created out of SB9. Unit size is limited to 800 square feet for most lots in the City and height is limited to one story and 16 feet pursuant to Table 17.14.060 and the associated notes that follow. Unit sizes could be up to 1,200 square feet if the existing or resulting lot is 40,000 square feet. Given that properties may have both an Accessory and Junior Accessory Dwelling Unit (ADU/JADU), and impact fees are proportionally reduced for such accessory units, the ordinance effectively encourages property owners/developers to take advantage of ADU allowances rather than utilize SB 9 allowances.

Both the interim, and proposed permanent ordinance, contains the following provisions consistent with the SB 9 Statute:

- Establishes Community Development Director approval authority
- Establishes ministerial approval criteria in the Subdivision Ordinance
- Clarifies existing definitions and adds definitions
- Clarifies ministerial approval for SB 9 projects in the specific administrative procedures section of the Zoning Code
- Adds SB 9 units as a permitted use to the Land Use Matrix (Table 17.13.030)
- Establishes denial and condition criteria pursuant to SB 9 in the Zoning Code, including prohibiting SB 9 development in the Old Towne and Eichler districts
- Establishes objective design standards for SB 9 units
- Facilitates allowance for the minimum 800 square feet unit size
- Establishes development standards consistent with SB 9
- Establishes parking standards consistent with SB 9
- Addresses nonconformities for SB 9 lot splits

Regulations created by the ordinance are described in more detail in the December 14, 2021 City Council staff report, in the Zoning Code Text Amendment Revisions, and the SB 9 Ordinance (Attachments 2-4). A Summary Chart of SB 9 Provisions and SB 9 State Law are provided in

Attachments 10 and 11.

7. ANALYSIS AND STATEMENT OF THE ISSUES

Given that this proposed ordinance is City-initiated in response to SB9, there are no issues.

8. PUBLIC NOTICE

A notice was published in the Orange City News/Anaheim Bulletin newspaper on August 24.

9. ENVIRONMENTAL REVIEW

Statutory Exemption: As stated in the California Department of Housing and Community Development SB 9 Fact Sheet: "…the preparation and adoption of the ordinance is not considered a project under CEQA. In other words, the preparation and adoption of the ordinance is statutorily exempt from CEQA." The subject Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines 15060(c)(2), 15060(c)(3) and 15061 (b)(3) because it will not result in a direct or reasonably foreseeable indirect physical change in the environment, because there is no possibility it will have a significant effect on the environment, and it is not a "project", as defined in Section 15378 of the State CEQA Guidelines. In the unlikely event the Ordinance would constitute a project under CEQA, it is exempt from the provisions of CEQA per State CEQA Guideline 15321 (Class 21, Enforcement Actions by Regulatory Agencies) because it is an action taken by the City as a regulatory agency, as authorized by local ordinance, to regulate as authorized by SB 9, the processing of lot splits and applications for construction of second dwelling units in single-family residential zones in order to prevent a public nuisance. As such, no further analysis is warranted or required.

10. ADVISORY BOARD ACTION

No advisory board action was conducted or required.

11. ATTACHMENTS

- Attachment 1 - Planning Commission Resolution No. 13-23
- Attachment 2 - SB 9 Ordinance (Number to Be Assigned)
- Attachment 3 - Zoning Code Text Amendment Revisions
- Attachment 4 - December 14, 2021 City Council Staff Report
- Attachment 5 - Interim Ordinance No. 18-21
- Attachment 6 - December 14, 2021 City Council Minutes
- Attachment 7 - November 15, 2022 City Council Staff Report
- Attachment 8 - Interim Ordinance No. 18-21-B
- Attachment 9 - November 15, 2022 City Council Minutes
- Attachment 10 - Summary Chart of SB 9 Provisions
- Attachment 11 - SB 9 State Law
- Attachment 12 - ½ Mile Buffer of Bus Stops Map

APPROVED BY THE PLANNING COMMISSION ON OCTOBER 2, 2023

MINUTES

City of Orange

Planning Commission

September 07, 2023

1. OPENING/CALL TO ORDER

Chair Vazquez called the meeting to order at 7:00 p.m.

1.1 PLEDGE OF ALLEGIANCE

Commissioner McCormack led the flag salute.

1.2 ROLL CALL

Present: Martinez, Simpson, Tucker, McCormack, and Vazquez
Absent: Vejar, and Maldonado

2. PUBLIC COMMENTS

None.

3. CONSENT CALENDAR

3.1. Approval of meeting minutes of the City of Orange Planning Commission Regular Meeting held on August 21, 2023.

ACTION: Approved minutes as presented.

3.2. Resolution of Approval for Appeal No. 0563-23; an appeal of Design Review Committee denial of Design Review No. 5067-22 regarding the construction of a new garage at a 35-foot setback at 159 N. Shaffer Street and finding of CEQA exemption.

Note: Commissioner McCormack recused himself due to a potential conflict of interest.

ACTION: Adopted Planning Commission Resolution No. 16-23 entitled:
A Resolution of the Planning Commission approving Appeal No. 0563-23 and approving Design Review No. 5067-22 to construct a new 500 square foot garage and attached 108 square foot workshop restroom and storage structure (total 508 square feet) at a 35-foot setback located at 159 N. Shaffer Street in the Old Towne Orange Historic District.

Approval of the Consent Calendar

Commissioner McCormack recused himself from item 3.2 due to a potential conflict of interest.

A motion was made by Chair Vazquez, seconded by Commissioner Tucker, to approve the Consent Calendar as recommended. The motion carried by the following vote:

Ayes: Simpson, Tucker, McCormack, and Vazquez
Noes: Martinez
Absent: Vejar, and Maldonado

4. NEW BUSINESS

4.1. Public Hearing to consider an ordinance amending Titles 16 and 17 of the Orange Municipal Code to enact definitions and development standards applicable to lot splits and second dwelling units in single-family residential zones allowed as a result of Senate Bill 9, and finding of CEQA exemption.

A motion was made by Chair Vazquez, seconded by Commissioner Simpson, to continue the Public Hearing to October 2, 2023. The motion carried by the following vote:

Ayes: Martinez, Simpson, Tucker, McCormack, and Vazquez
Noes: None
Absent: Vejar, and Maldonado

5. ADJOURNMENT

There being no further business, the meeting was adjourned at 7:04 p.m.

The next Regular Planning Commission meeting will be held on October 2, 2023 at 5:30 p.m., in the Council Chamber, 300 E. Chapman Avenue, Orange California 92866.

Anna Pehoushek
Assistant Community Development Director

Agenda Item

City Council

Item #: 10.4. 12/14/2021 **File #:** 21-0652

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

THRU: **Thomas R. Hatch, Interim City Manager**

FROM: **Susan Galvan, Interim Community Development Director**

1. SUBJECT

An Urgency Ordinance of the City Council of the City of Orange amending Titles 16 and 17 of the Orange Municipal Code to enact definitions and development standards applicable to lot splits and second dwelling units in single-family residential zones allowed as a result of Senate Bill 9. Ordinance No. 18-21.

2. SUMMARY

Senate Bill 9 (SB 9), effective January 1, 2022, weakens City authority to regulate development of single-family zoned (R1) property by allowing both the splitting of single-family (R1) zoned property into two lots and constructing two single-family residences on each single-family zoned lot. The proposed Urgency Ordinance implements development standards, to the extent allowed under SB 9, regulating lot splits and second unit development in R1 zones.

3. RECOMMENDED ACTION

Adopt Ordinance No. 18-21 and the findings of urgency. An Urgency Ordinance of the City Council of the City of Orange amending Title 16 and Title 17 of the Orange Municipal Code by enacting ministerial standards applicable to lot splits in single-family residential zones allowed as a result of SB 9, enacting ministerial standards applicable to the location, access size and setback of second dwelling units in single-family residential zones allowed as a result of SB9, and revising definitions to clarify said development standards.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 1: Provide for a safe community

d: Assure the development of the City occurs in a fashion that maximizes public safety.

6. DISCUSSION AND BACKGROUND

SB 9 was signed by the Governor on September 16, 2021, and becomes effective on January 1, 2022. SB 9 allows both the splitting of single-family (R1) zoned property into a maximum of two lots and allows the development of up to two single-family residences on each single-family zoned lot. Hence, a total of four units could be allowed on any existing single-family zoned lot where under current zoning standards, only one dwelling unit would be allowed (not including ADUs). The

recommended Urgency Ordinance proposes a number of development standards intended to limit the intensity and negative effects of increased density in R1 zones, to the extent that State Law allows, while permanent standards are developed.

A summary of the SB 9 provisions are included in Attachment 3.

The proposed Urgency Ordinance implements the provisions of SB 9 by imposing intensity-limiting regulations that comply with SB 9 in order to prioritize preservation of neighborhood character and privacy to adjacent properties. Such regulations include:

- Prohibiting SB 9 development in the Old Towne and Eichler districts.
- Prohibiting lot splits or second units where the existence of an ADU or JADU would result in more than two units on a lot.
- Preserving the intent of SB 9 to create units by requiring plans for units on both lots to be approved through building plan check prior to approving any final parcel map.
- Revising the definition of “Lot Line, Front” to reinforce the existing requirement for a 20-foot front yard setback and to clarify the required 20-foot front yard setback on SB 9 created flag-lots.
- Adding “Single-family dwelling created pursuant to SB 9” as a separate new land use in the Master Land Use Matrix to distinguish the use separately from other single-family uses, thereby simplifying the ability to distinguish development standards for the use.
- Establishing objective design standards to promote proper aesthetics. Standards address design elements, materials, colors, building orientation, variations/indentations in plane, offsets from primary windows of adjacent buildings, window proportions, and driveway widths and materials.
- Establishing Community Development Director authority to allow code waivers in the event development standards preclude a unit from being at least 800 square feet in floor area. Waivers are based on prioritizing preservation of neighborhood character and privacy to adjacent properties.
- Limiting bedrooms to one bedroom for each five hundred (500) square foot increment of unit square feet.
- Requiring all accessory structures, including garages, to be subject to the existing setback, height, and floor area ratio (FAR) provisions of the Zoning Code.
- Establishing a minimum lot frontage and depth for new SB 9 lots.
- Limiting SB 9 structures to a maximum of 16 feet high and one story.
- Requiring a 15-foot easement for public safety access and utilities for those units that do not have direct street frontage.
- Requiring accessory structures, including garages, to be combined with SB 9 unit floor area and be limited by floor area ratio (FAR) requirements of the zoning district.
- Regulating SB 9 unit size in relation to lot size (instead of FAR). Maximum unit size for lots between 1,200 and 7,999 square feet is 800 square feet and increases by 50 square feet for each R1 designation above R-1-7, for a maximum unit size of 1,200 square feet on lots 40,000 square feet and greater.
- Establishing adequate minimum usable open space requirements for SB 9 properties by zoning district.
- Establishing a general parking requirement of 1 garage parking space per unit, consistent with SB 9. (Most properties in the City would require 1 parking space.)

- Establishing nonconformity standards consistent with SB 9.

In addition to those provisions the City is allowed to regulate under SB 9, the proposed Urgency Ordinance has many development requirements that will prevent public nuisances and deterioration of the neighborhoods, including:

- A requirement for intensity-limiting development and design standards, particularly unit size, height, stories, open space, front yard setback, and setbacks and FAR applied to accessory structures, including garages.
- Impact fees are required.
- Standard fire code requirements including sprinklers, hose pull distance, and access, must be met.
- Infrastructure requirements including separate meters and water and fire sprinkler lines must be met.
- Public safety access and utility easements must be provided.
- The owner must sign an affidavit stating intention to occupy one of the units for three years.
- Home owner associations retain authority for review of proposals.

The proposed Urgency Ordinance will be in effect immediately for 45 days after adoption, after which it may be extended once for ten and a half months and a second time for one additional year. Having the urgency standards and procedures in place before SB 9 goes into effect on January 1, 2022, will allow the City to immediately impose reasonable and objective regulations on SB 9 applications in order to prevent the many negative and deleterious effects on the public health, safety and welfare that would occur if unrestricted lot splits and second units occurred in R1 neighborhoods. During the pendency of the Urgency Ordinance, Staff will continue to review and refine development standards designed to preserve the intent of SB 9 while eliminating the possibility of public nuisances created by SB 9 lot splits and second units.

Staff recommends City Council approval of the Urgency Ordinance.

7. ATTACHMENTS

- Attachment 1 Ordinance No. 18-21
- Attachment 2 Redline version of Ordinance No. 18-21
- Attachment 3 Summary Chart of SB 9 Provisions
- Attachment 4 SB 9 State Law
- Attachment 5 ½ Mile Buffer of Bus Stops Map

ORDINANCE NO. 18-21

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ORANGE AMENDING TITLE 16 (SUBDIVISIONS) AND TITLE 17 (ZONING) OF THE ORANGE MUNICIPAL CODE BY ENACTING MINISTERIAL STANDARDS APPLICABLE TO LOT SPLITS IN SINGLE-FAMILY RESIDENTIAL ZONES ALLOWED AS A RESULT OF SB 9, ENACTING MINISTERIAL STANDARDS APPLICABLE TO THE LOCATION, ACCESS, SIZE AND SETBACK OF SECOND DWELLING UNITS IN SINGLE-FAMILY RESIDENTIAL ZONES ALLOWED AS A RESULT OF SB 9, AND REVISING DEFINITIONS TO CLARIFY SAID DEVELOPMENT STANDARDS.

WHEREAS, the City Council of the City of Orange, pursuant to its police powers afforded under the California Constitution, Article XI, Section 7, California Government Code 37100, et seq., may adopt regulations to protect the peace, health, safety and welfare of the community, and may declare that certain uses and conditions constitute a public nuisance; and

WHEREAS, California Government Code 38771 authorizes the City, through its legislative body, to declare actions and activities that constitute a public nuisance in its community; and

WHEREAS, California Government Code 65858 authorizes the City, through its legislative body, to protect the peace, health, safety and welfare of the community by adopting as an urgency measure an ordinance prohibiting any uses that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the legislative body, planning commission or the planning department is considering or studying or intends to study within a reasonable time; and

WHEREAS, the Governor of the State of California recently signed into law, legislation ("SB 9") which requires the City to ministerially approve certain applications for a lot split on a single-family residentially-zoned property, which allows the creation of two half-sized lots where there was previously one lot; and

WHEREAS, SB 9 also requires the City to ministerially approve certain applications to build a second unit on a single-family residentially-zoned property, which allows two residential dwellings on a single-family (R-1) lot where there was previously only one dwelling permitted; and

WHEREAS, these two provisions of SB 9 – allowing a lot split and allowing a second unit on a single-family lot - may be combined, resulting in the transformation of a single-family

residential lot with one dwelling unit becoming two lots with two dwelling units each for a total of four dwelling units on the same-sized piece of property; and

WHEREAS, the single-family residential (R-1) zones in the City, which include neighborhoods with lots ranging from 6,000 to 20,000 square feet, one acre, and one-and-a-half acres and up, were thoughtfully planned based on the goals of the General Plan of the City, the quality of life in single-family residential neighborhoods, the public safety resources, the utility and transportation infrastructure, City recreational resources, including parks and libraries, school district considerations, and many other elements associated with sound and established planning practices; and

WHEREAS, the City's Zoning Code and General Plan also designate numerous duplex and multi-family residential zones allowing higher density housing opportunities, that were also carefully planned to ensure a high quality of life in multi-family residential neighborhoods, access to public safety resources, an efficient utility and transportation infrastructure, and an appropriate level of City recreational, park and library resources; and

WHEREAS, SB 9 has the effect of a wholesale conversion of each of the carefully designed single-family residential zones in the City into residential zones with double, triple and up to quadruple the anticipated density of those zones, creating incompatibility with the City's single-family neighborhood development standards for those zones, among other City resource concerns; and

WHEREAS, if unrestricted and left unregulated, the increase in potential density in the City's single-family zones would cause numerous deleterious effects on the City's infrastructure as well as the families residing therein, including parking and traffic problems, overuse of existing utility systems, loss of privacy, application of development standards not designed for higher density housing, fire safety and other public safety concerns, all of which effects constitute a public nuisance to the community; and

WHEREAS, SB 9 allows the City to impose certain objective requirements regulating said applications to split and/or to build additional residential units on a single-family residentially-zoned property; and

WHEREAS, the Orange Municipal Code (OMC) does not currently contain a process or objective development standards for ministerially processing lot split applications; and

WHEREAS, the OMC does not currently contain a process or objective development standards for ministerially processing applications to build non-ADU second dwelling units in single-family zones; and

WHEREAS, since the passage of SB 9, the City has been studying the required procedure for evaluating applications for lot splits and additional residential units in single-family zones to determine the proper level of review required to protect the peace, health, safety and welfare of the public; and

WHEREAS, the City is also studying the development standards contained in its Zoning Code to examine under what circumstances and to what extent SB 9 allows the City to impose reasonable and objective regulations on the potential lot splits and/or additional residential units; and

WHEREAS, the City Council of the City of Orange finds:

1. That the ministerial approval of lot splits and second dwelling units on single-family residentially-zoned properties is not currently addressed by the current Subdivision Code or Zoning Code and without appropriate standards, would result in a threat to public peace, health, safety or welfare; and

2. That in the absence of objective standards applicable to lot splits and second dwelling units created by SB 9, there is a current and immediate threat to the public peace, health, safety and welfare; and

3. That the revisions to the OMC as set forth herein will help preserve the public peace, health, safety and welfare; and

WHEREAS, the City finds that the provisions of this Urgency Ordinance are consistent with the City of Orange General Plan; and

WHEREAS, this Ugency Ordinance has been reviewed for compliance with the California Environmental Quality Act (CEQA), the CEQA Guidelines, and the City's environmental procedures, and has been found to be exempt, consistent with the findings in Section XIX of this Urgency Ordinance; and

WHEREAS, the City Council does therefore determine, by at least a four-fifths vote, that this Urgency Ordinance is necessary for the immediate preservation of the public peace, health, safety and welfare of the community.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORANGE DOES HEREBY ORDAIN AS FOLLOWS:

SECTION I:

That the recitals and findings contained herein are true and correct, incorporated herein, and with the public record, form the basis for the adoption of this Urgency Ordinance.

SECTION II:

Section 16.08.010.E of the Orange Municipal Code, "Subdivisions – Maps – General Provisions," is hereby amended to read as follows:

E. The advisory agency with the power of final approval over the tentative parcel map, shall thereupon make a finding that the proposed division of land complies with all requirements

of the Subdivision Map Act or this title, 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. For parcel maps submitted pursuant to SB 9, the Community Development Director shall approve or deny the application for a parcel map for an urban lot split ministerially without discretionary review.

SECTION III:

The title of Section 16.12.030 of the Orange Municipal Code, "Subdivisions – Procedure – Tentative Parcel Map – Staff Review Committee Approval," is hereby amended to read as follows:

16.12.030 Tentative Parcel Map — Approval or Denial.

SECTION IV:

Section 16.12.030 of the Orange Municipal Code, "Subdivisions – Procedure – Tentative Parcel Map –Approval or Denial," is hereby amended to add the following:

E. The Community Development Director shall have authority to approve all parcel map applications for an urban lot split proposed in a single-family residential zone, pursuant to SB 9. Approval shall be a ministerial action without discretionary review.

1. For approval of a parcel map the Community Development Director shall find the following:

a. The parcel map subdivides an existing parcel to create no more than two (2) new parcels of approximately equal lot area provided that one parcel shall not be smaller than 40 percent of the lot area of the original parcel proposed for subdivision.

b. Both newly created parcels are no smaller than 1,200 square feet.

c. The parcel being subdivided meets all the following requirements:

i. The parcel is located within a single-family residential zone.

ii. The parcel meets all requirements of Section 17.13.040.GGG.1.

iii. The parcel has not been established through prior exercise of an urban lot split as provided for in SB 9.

iv. Neither the owner of the parcel being subdivided nor any person acting in concert with the owner has previously subdivided an adjacent parcel using an urban lot split as provided for in SB 9.

v. The parcel map conforms to all applicable objective requirements of the Subdivision Map Act (commencing with Section 66410), except as otherwise expressly provided in SB 9.

d. In furtherance of the intent of SB9 to create dwelling units, plans for units on a lot undergoing a parcel map application shall have received approval through the building permit plan check process and be ready for building permit issuance concurrently with final parcel map approval.

2. The Community Development Director shall place the following conditions on approval of the parcel map as appropriate:

a. A requirement for easements for the provision of public safety services and facilities.

b. A requirement that the parcels have access to, provide access to, or adjoin the public right-of-way.

c. A requirement for off-street parking pursuant to the single-family residence parking requirement specified in Table 17.34.060.A.

d. A requirement that the uses allowed on the lots be limited to residential uses.

3. The City shall not require dedications of rights-of-way or the construction of offsite improvements for the parcels being created as a condition of issuing a parcel map.

4. The authority for denial of a parcel map submitted pursuant to SB 9 is the building official. For denial of a parcel map the building official shall make a written finding, based upon a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact, as defined and determined in Government Code Section 65589.5(d)(2), upon public health and safety or the physical environment, for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

SECTION V:

Section 16.16.020 of the Orange Municipal Code, "Subdivisions – Requirements-Dedications-Fees – Street, Alley and Easement Dedications," is hereby amended to add the following:

E. The City shall not require dedications of rights-of-way or the construction of offsite improvements for parcels created pursuant to SB 9. Easements for public safety services and facilities for such parcels may be required by the Community Development Director.

SECTION VI:

Section 16.16.170 of the Orange Municipal Code, "Subdivisions – Requirements-Dedications-Fees – Soils Report Required," is hereby amended to add the following:

D. For parcel maps submitted pursuant to SB 9, with residential units connected to an onsite wastewater treatment system, the applicant may submit a percolation test completed within the last five (5) years, or, if the percolation test has been recertified, within the last ten (10) years.

SECTION VII:

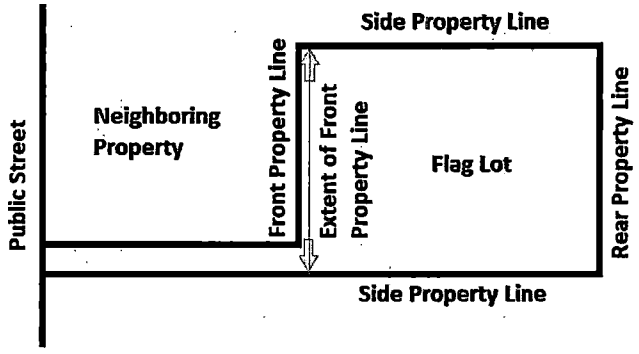
Section 17.04.023 of the Orange Municipal Code, "Zoning – Definitions – "D" Definitions," is hereby amended to read as follows:

DUPLEX OR DUPLEX RESIDENTIAL - An attached or detached building containing two dwelling units wherein the occupants of each individual dwelling unit are living and functioning together as a single housekeeping unit, meaning that they have established ties and familiarity with each other, jointly use common areas, interact with each other, share meals, household activities, expenses and responsibilities, membership in the single housekeeping unit is fairly stable as opposed to transient, and members have some control over who becomes a member of the single housekeeping unit. A property designated Duplex Residential is neither a single-family nor a multi-family property.

SECTION VIII:

Section 17.04.031 of the Orange Municipal Code, "Zoning – Definitions – "L" Definitions," is hereby amended to read as follows:

LOT LINE, FRONT - In the case of an interior lot, the line dividing the lot from the street. In the case of a corner lot or through lot, the shorter lot line abutting a street shall be deemed the front lot line and the longer lot line abutting a street shall be deemed an exterior side, unless determined otherwise by the Zoning Administrator. In the case of a through lot or a corner lot whose exterior lot lines are the same length, the lot line where the principal access to the lot is provided shall be deemed to be the front lot line. In the case of an interior lot, when the lot line abutting a street is curved, the front lot line follows the curve; for corner lots, separation of lines occurs at the middle of the curve. For a flag lot, the front lot line is the shortest lot line adjoining the pole portion of the lot including the width of the pole as shown in the figure that follows.



SECTION IX:

Section 17.10.060.D.1.b of the Orange Municipal Code, "Zoning – Specific Administrative Procedures – Site Plan Review – Minor Site Plan Review - Criteria," is hereby amended to read as follows:

b. Construction of six (6) or fewer residential units on a single parcel, when only one parcel is being developed. Units constructed in single-family (R-1) districts pursuant to SB 9 shall not require site plan review under this section.

SECTION X:

Section 17.10.060.D.1.f of the Orange Municipal Code, "Zoning – Specific Administrative Procedures – Site Plan Review – Minor Site Plan Review - Criteria," is hereby amended to read as follows:

f. Creation of lots or building sites with no direct access to a public street except for those with access easements created to accommodate the construction of a single-family dwelling in a single-family (R-1) district pursuant to SB 9.

SECTION XI:

Section 17.10.070.B.7 of the Orange Municipal Code, "Zoning – Specific Administrative Procedures – Design Review – When Design Review is Required - Exception," is hereby added to read as follows:

7. Exception. Units created in a single-family (R-1) residential zone pursuant to SB 9 shall not require design review but shall instead meet all objective design review standards specified in Section 17.13.040.GGG and Chapter 17.14.

SECTION XII:

Table 17.13.030 of the Orange Municipal Code, "Zoning – Master Land Use Table – Permitted Uses," is hereby amended to add the following:

Table 17.13.030 Permitted Uses.

ZONING	RESIDENTIAL									COMMERCIAL					MIXED USE						AGRICULTURAL OPEN SPACE			PI	OVERLAY		SAND & GRAVEL
LAND USE	R1-5	R1-6 to R-15	R1-20 to R-140 & R1-R	R2-6 to R2-8	R-3	R-4	MH	OP	CP/C1	CTR	C2	C3	CR	OTMU-155	OTMU-15	OTMU-24	NMU-24	UMU	M1	M2	A1	RO	SH	PI	FP-1	FP-2	SG
Housing—Includes all structures permitted as living quarters whether they be for short or long-term occupancy. Includes all uses identified in California Building Code definitions that are preceded with main entry words (key terms) that include one of the following: Dwelling, unit, house, housing, congregate, residence, multifamily, dormitory, home(s), hotel, motel, residential care facility, residential facility, or lodging.																											
Single-family dwelling	P#	P	P	P	P	P	-	P	-	-	-	-	-	P*	P*	P*	-	-	-	-	P	-	-	-	-	-	-
Single-family dwelling created pursuant to SB 9	P*	P*	P*	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

SECTION XIII:

Section 17.13.040 of the Orange Municipal Code, "Zoning – Master Land Use Table – Special Use Regulations," is hereby amended to add the following:

GGG. Single-family Dwelling Created Pursuant to SB 9.

1. Approval shall be subject to the proposed housing development meeting all the requirements of SB 9 which include:

a. The parcel is not located on a site specified in subparagraphs (B) to (K), inclusive, of Government Code Section 65913.4(a)(6) that is any of the following:

i. Either prime farmland or farmland of statewide importance, as defined pursuant to United States Department of Agriculture land inventory and monitoring criteria, as modified for California, and designated on the maps prepared by the Farmland Mapping and Monitoring Program of the Department of Conservation, or land zoned or designated for agricultural protection or preservation by a local ballot measure that was approved by the voters of that jurisdiction.

ii. Wetlands, as defined in the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993).

iii. Within a very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection pursuant to Section 51178, or within a high or very high fire hazard severity zone as indicated on maps adopted by the Department of Forestry and Fire Protection pursuant to Section 4202 of the Public Resources Code. This subparagraph does not apply to sites excluded from the specified hazard zones by a local agency, pursuant to subdivision (b) of Section 51179, or sites that have adopted fire hazard mitigation measures pursuant to existing building standards or state fire mitigation measures applicable to the development.

iv. A hazardous waste site that is listed pursuant to Section 65962.5 or a hazardous waste site designated by the Department of Toxic Substances Control pursuant to Section 25356 of the Health and Safety Code, unless the State Department of Public Health, State Water Resources Control Board, or Department of Toxic Substances Control has cleared the site for residential use or residential mixed uses.

v. Within a delineated earthquake fault zone as determined by the State Geologist in any official maps published by the State Geologist, unless the development complies with applicable seismic protection building code standards adopted by the California Building Standards Commission under the California Building Standards Law (Part 2.5 (commencing with Section 18901) of Division 13 of the Health and Safety Code), and by any local building department under Chapter 12.2 (commencing with Section 8875) of Division 1 of Title 2.

vi. Within a special flood hazard area subject to inundation by the 1 percent annual chance flood (100-year flood) as determined by the Federal Emergency Management Agency in any official maps published by the Federal Emergency Management Agency. If a development proponent is able to satisfy all applicable federal qualifying criteria in order to provide that the site satisfies this subparagraph and is otherwise eligible for streamlined approval under this section, a local government shall not deny the application on the basis that the development proponent did not comply with any additional permit requirement, standard, or action adopted by that local government that is applicable to that site. A development may be located on a site described in this subparagraph if either of the following are met: (1) The site has been subject to a Letter of Map Revision prepared by the Federal Emergency Management Agency and issued to the local jurisdiction; or (2) The site meets Federal Emergency Management Agency requirements necessary to meet minimum flood plain management criteria of the National Flood Insurance Program pursuant to Part 59 (commencing with Section 59.1) and Part 60 (commencing with Section 60.1) of Subchapter B of Chapter I of Title 44 of the Code of Federal Regulations.

vii. Within a regulatory floodway as determined by the Federal Emergency Management Agency in any official maps published by the Federal Emergency Management Agency, unless the development has received a no-rise certification in accordance with Section 60.3(d)(3) of Title 44 of the Code of Federal Regulations. If a development proponent is able to satisfy all applicable federal qualifying criteria in order to provide that the site satisfies this subparagraph and is otherwise eligible for streamlined approval under this section, a local government shall not deny the application on the basis that the development proponent did not comply with any additional permit requirement, standard, or action adopted by that local government that is applicable to that site.

viii. Lands identified for conservation in an adopted natural community conservation plan pursuant to the Natural Community Conservation Planning Act (Chapter 10 (commencing with Section 2800) of Division 3 of the Fish and Game Code), habitat conservation plan pursuant to the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), or other adopted natural resource protection plan.

ix. Habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully protected species, or species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of Division 2 of the Fish and Game Code).

x. Lands under conservation easement.

b. The proposed housing development would not require demolition or alteration of any of the following types of housing:

i. Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.

ii. Housing that has been occupied by a tenant in the last three (3) years.

c. The parcel subject to the proposed housing development is not a parcel on which an owner of residential real property has exercised the owner's rights under Chapter 12.75 (commencing with Section 7060) of Division 7 of Title 1 to withdraw accommodations from rent or lease within 15 years before the date that the development proponent submits an application.

d. Notwithstanding any provision in the Orange Municipal Code to the contrary, the proposed housing development does not allow the demolition of more than 25 percent of the existing exterior structural walls, unless the site has not been occupied by a tenant in the last three (3) years.

e. The development is not located within a historic district or property included on the State Historic Resources Inventory, as defined in Section 5020.1 of the Public Resources Code, or within a site that is designated or listed as a city or county landmark or historic property or district pursuant to a city or county ordinance.

2. The proposed housing development may be denied if the building official makes a written finding, based upon a preponderance of the evidence, that the proposed housing development project or urban lot split would have a specific, adverse impact, as defined and determined in Government Code Section 65589.5(d)(2), upon public health and safety or the physical environment, for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

3. The ministerial approval may include the conditions for a parcel map specified in section 16.12.030.E.

4. All rental units shall be rented for a term longer than 30 days.

5. An applicant for a parcel map to create an urban lot split shall sign an affidavit stating their intent to occupy one of the housing units as their principal residence for a minimum of three (3) years from the date of the approval of the urban lot split. Any "community land trust," as defined in Revenue and Taxation Code Section 402.1(a)(11)(C)(ii), or a "qualified nonprofit corporation" as described in Revenue and Taxation Code Section 214.15, shall be exempt from the affidavit.

6. Accessory Dwelling Units (ADUs) and/or Junior Accessory Dwelling Units (JADUs) shall not be permitted in association with lots or units created pursuant to SB 9

if three units on that lot would result. ADUs or JADUs existing on a lot shall preclude the ability to construct a second unit or obtain an urban lot split pursuant to SB 9.

7. All development, design, and parcel map standards in this section and in Chapter 17.14 shall be applied to units created under SB 9, provided that at least an 800 square foot unit is allowed to be constructed.

8. The following objective design standards shall apply to all single-family dwellings created pursuant to SB 9 and to associated on-site improvements:

a. Units with identical building elevations and/or floor plans shall not be located on adjacent lots or directly across the street from each other.

b. Design elements and detailing shall be continued completely around the structure. Such design elements shall include window treatments, trim detailing, exterior wall materials, and color pallet. Firewalls are not exempt from the required design elements.

c. At least two (2) building materials shall be used on any building frontage (excluding roof and foundation) in addition to glazing and railings. Any one material shall comprise at least 20% of the building frontage.

d. At least two (2) exterior colors shall be used. Elements that count toward this requirement include cladding material, trim/accent colors, and visually significant colors for doors, and similar elements. Primary colors shall be used as accent colors only.

e. Trash receptacles locations shall be identified on project plans and shall demonstrate screening from public view via equivalent-height landscaping or a solid wall or fence.

f. The main entry shall not be the garage door and shall be prominently placed on the elevation facing the street.

g. Linear streetscape appearance in the building facade shall be avoided by providing variations in horizontal plane in a minimum of 50% of the building front and street side elevations. Variations shall include indentations, recesses, or projections of two (2) feet or greater. Vertical architectural elements (pilasters, columns, piers, other structural elements) shall vertically project a minimum of eight (8) feet in height and project a minimum of eight (8) inches from the building face.

h. Units shall include a minimum three (3) element(s) from the following list to add visual variety and interest to building facades and enhance the connection between public and private realms: eaves, cornices, trellises, overhangs, exposed structural

elements such as rafters, recessed windows, columns, bay windows. Other elements may be approved if they provide equivalent visual variety and interest.

i. Primary interior living spaces (bedroom and living areas) shall be offset a minimum eight (8) feet from a facing neighboring primary interior space on the same story.

j. A minimum eight (8) feet shall be maintained between any primary interior living space (bedroom and living area) and an existing neighboring primary living space on the same story.

k. Trim surrounds shall be provided at all exterior window and door openings. Trim shall be substantial, visible, and at least two (2) inches in depth.

l. Classical window proportions shall be provided such as 2:1, 3:2, or 4:3.

m. No building facade may extend in a continuous plane for more than 20 feet without a window, door, variation in horizontal plane, or vertical architectural element.

n. A minimum three (3) foot wide interior clear planter width landscaping shall be provided between the closest parallel property line to a driveway and the subject property. For flag lots, the planter shall only be required adjacent to the property not part of the project. Within the planter area, landscaping shall be maintained at a height of no greater than 42 inches to allow for line of sight to pedestrians and motorists for vehicles exiting the driveway.

o. Driveways to required parking shall not be asphalt, shall be a minimum 12 feet in width, and shall be concrete, pavers, stone, brick, or similar material. No driveway shall be allowed for units that do not require an on-site covered parking space and are not electing to include covered parking. Controlled or restricted entrances to required or provided parking are prohibited.

SECTION XIV:

Section 17.14.060 of the Orange Municipal Code, "Zoning – Residential Districts – Reserved," is hereby replaced with the following:

17.14.060 - Units Created in a Single-family (R-1) Residential Zone Pursuant to SB 9.

The development standards specified in Section 17.13.040.GGG and Table 17.14.060 shall apply to dwelling units created under SB 9. In addition the following shall apply:

A. In the event development standards physically preclude the construction of up to two (2) units or preclude either of the two (2) units from being at least 800 square feet in floor area, a minimum 800 square foot unit shall be allowed with code waivers chosen and authorized by the Community Development Director based on prioritizing preservation of neighborhood character and privacy to adjacent properties. The Director may consider waivers such as, but not limited to:

1. Allowing half basement construction to facilitate two-story construction no greater than 16 feet tall.

2. Allowing a reduced front yard setback.

3. Reducing distancing from an existing structure on the original parcel.

B. Parking shall be provided as specified in Chapter 17.34

C. One (1) bedroom is allowed for each five hundred (500) square foot increment of unit square feet. Increments are rounded up, e.g., a 1,001 square foot unit may have 3 bedrooms. Bedroom and bathroom square feet shall be limited to no greater than 63.5% of the total square feet of the unit. Direct exterior access to bedrooms is prohibited, except for the largest bedroom.

D. All accessory structures, including garages, shall be subject to the provisions of Title 17, including but not limited to setbacks, floor area ratio, lot coverage, distancing from other structures, ratio of structures to dwelling, open space, and height. No Accessory Dwelling Units or Junior Accessory Dwelling Units shall be allowed on property created or developed pursuant to SB 9.

Table 17.14.060
RESIDENTIAL DEVELOPMENT STANDARDS FOR UNITS CREATED IN A SINGLE-FAMILY (R-1) RESIDENTIAL ZONE PURSUANT TO SB 9
[See next page]

Table 17.14.060
RESIDENTIAL DEVELOPMENT STANDARDS FOR UNITS CREATED IN A SINGLE-FAMILY (R-1) RESIDENTIAL ZONE PURSUANT TO SB 9

District	Maximum Units Per Lot	Minimum Lot Area in Sq. Ft. (a)	Minimum Lot Area Per Unit in Sq. Ft. (a)	Minimum Lot Frontage in Feet (b)	Minimum Lot Depth in Feet	Minimum Yard Setback in Feet (c)(d)(e)			Maximum Height (Feet-Stories) whichever height is less	Maximum Floor Area Ratio (f)	Minimum Usable Open Space in Sq. Ft.
						Front	Side	Rear			
All R1 districts	2	1,200	(a)	30	40	20	4	4	16' -1 story	N/R (g)	(h)
N/R = No requirement											

(a) If the lot is created by a new parcel map and the parcel map subdivides an existing parcel to create no more than two (2) new parcels, the parcels shall be of approximately equal lot area, provided that one parcel shall not be smaller than 40% of the lot area of the original parcel proposed for subdivision. No lot shall be smaller than 1,200 square feet.

(b) The required width of the pole segment of a flag lot, or easement for access to a lot with required parking, shall be 15 feet, which includes the required 12-foot driveway width and a three-foot property line landscape buffer. Such width is also required for lots without required driveways and parking. A lesser or greater easement width may be authorized by the Community Development Director based on evidence justifying the adjustment. Units located further than Fire Department hose pull reach requirements shall provide a 20-foot wide easement for emergency vehicle access and a paved surface meeting Fire Code weight bearing requirements.

(c) No setback shall be required for an existing structure or a structure constructed in the same location and to the same dimensions as an existing structure.

(d) An application shall not be rejected solely because it proposes adjacent or connected structures provided that the structures meet building code safety standards and are sufficient to allow separate conveyance. Therefore, connected units may be authorized, including units connected to units on an adjacent lot pursuant to SB 9.

(e) Garages are accessory structures. Attached garages shall adhere to setback requirements of each respective zoning district in Table 17.14.070. Detached garages and accessory structures shall adhere to the requirements of Section 17.14.160.

(f) Where accessory structures are proposed or exist, including attached or detached garages, the maximum Floor Area Ratio (FAR) for accessory structures shall be calculated by combining the sum of square feet of the proposed unit, any existing units, and all accessory structures, and shall be limited by the district maximum FAR specified in Table 17.14.070.

(g) In lieu of a Floor Area Ratio requirement, each unit shall be limited in square feet based on lot size as follows:

Lot Area in Square Feet	Maximum Unit Square Feet*
1,200 – 4,999	800 square feet
5,000 – 5,999	800 square feet
6,000 – 6,999	800 square feet
7,000 – 7,999	800 square feet
8,000 – 9,999	850 square feet
10,000 – 11,999	900 square feet
12,000 – 14,999	950 square feet
15,000 – 19,999	1,000 square feet
20,000 – 39,999	1,100 square feet
40,000 and greater	1,200 square feet

* Existing units may maintain existing FAR and lot coverage but any expansion shall comply with development standards in Table 17.14.070

(h) Minimum usable open space, as defined in Section 17.04.034, shall require the following square feet per district:

District	Minimum Usable Open Space in Sq. Ft. (q)
R1-5	1,000 sf
R1-6	1,100 sf
R1-7	1,100 sf
R1-8	1,200 sf
R1-10	1,200 sf
R1-12	1,300 sf
R1-15	1,700 sf
R1-20	2,500 sf
R1-40	2,500 sf

SECTION XV:

Table 17.14.070 of the Orange Municipal Code, "Zoning – Residential Districts – Residential Development Standards," is hereby amended to read as follows:

Table 17.14.070
RESIDENTIAL DEVELOPMENT STANDARDS
[See next page]

Table 17.14.070
RESIDENTIAL DEVELOPMENT STANDARDS

District	Units Per Lot	Minimum Lot Area in Sq. Ft. (x)	Minimum Lot Area Per Unit in Sq. Ft.	Minimum Lot Frontage in Feet (a)	Minimum Lot Depth in Feet	Minimum Yard Setback in Feet (b,h)			Maximum Height (Ft.-Stories) whichever is less (g)	Maximum Floor Area Ratio (o) or Lot Coverage (p)	Minimum Usable Open Space in Sq. Ft. (q)
						Front	Side	Rear			
R1-5 (aa)	1	5,000(v.1)	N/R	50(k)	90	Bld-15 Gar-20 (v.2)	(c,v.2)	(v.2)	32'—2 stories	Based on bldg. pad(v.3.w)	875 sf
R1-6 (aa)	1	6,000	N/R	60(k)	100	20	5(c)	20(d,e,f)	32'—2 stories(y)	(u)	900 sf
R1-7 (aa)	1	7,000	N/R	60(k)	100	20	5(c)	20(d,e,f)	32'—2 stories	(u)	950 sf
R1-8 (aa)	1	8,000	N/R	60(k)	100	20	5(c)	20(d,e,f)	32'—2 stories	(u)	1,000 sf
R1-10 (aa)	1	10,000	N/R	80(k)	100	20	5(c)	20(d,e,f)	32'—2 stories	(u)	1,000 sf
R1-12 (aa)	1	12,000	N/R	80(k)	100	20	5(c)	20(d,e,f)	32'—2 stories	(u)	1,000 sf
R1-15 (aa)	1	15,000	N/R	80(k)	100	20	5(c)	20(d,e,f)	32'—2 stories	(u)	1,200 sf
R1-20 (aa)	1	20,000	N/R	100(k)	100	20	5(c)	20(d,e,f)	32'—2 stories	(u)	1,500 sf
R1-40 (aa)	1	43,560	N/R	100(k)	100	20	5(c)	20(d,e,f)	32'—2 stories	0.40 FAR	2,000 sf
R1-R (aa)	1	108,900	N/R	100(k)	100	20	5(c)	20(d,e,f)	32'—2 stories	0.40 FAR	2,000 sf

Notes:

(aa) For all units constructed or lots created pursuant to SB 9, apply the development standards in Table 17.14.060.

SECTION XVI:

The first paragraph of Section 17.14.080 of the Orange Municipal Code, "Zoning – Residential Districts – Building Lot Area Requirements," is hereby amended to read as follows:

Tables 17.14.060 and 17.14.070 indicate the minimum building lot area for individual lots. The following portions of a lot shall not be included in the minimum building lot calculation:

SECTION XVII:

The Single-family Dwelling Use provisions of Table 17.34.060.A of the Orange Municipal Code, "Zoning – Off-Street Parking and Loading – Required Number of Parking Spaces for Residential Uses," is hereby amended to read as follows:

Table 17.34.060.A
REQUIRED NUMBER OF PARKING SPACES FOR RESIDENTIAL USES

USE	REQUIRED NUMBER OF SPACES
Single-family Dwelling	2 enclosed garage spaces/unit up to 4 bedrooms accessed by a 12 foot wide 20 foot long driveway. For 5 or more bedrooms, 1 additional enclosed space which may be in tandem configuration but may not be in a required front yard setback. For bedroom additions to homes built prior to the effective date of Ordinance 17-08, refer to Section 17.34.020(A). For PUDs, units with 3 or more bedrooms shall provide an additional 1.5 guest parking spaces per dwelling unit. Of this requirement, 1 open parking space may be provided at the residence subject to compliance with Section 17.16.060. Enclosed spaces demolished or converted in association with construction of an accessory dwelling unit shall not require replacement. For dwelling units created under SB 9: one parking space, accessed by a 12 foot wide 20 foot long driveway, shall be provided for parcels unless they are located within ½ mile walking distance of either a high-quality transit corridor, a major transit stop, or within 1 block of a car share vehicle. No parking space shall be required for parcels within ½ mile walking distance of either a high-quality transit corridor, a major transit stop, or within 1 block of a car share vehicle.

SECTION XVIII:

Section 17.38.080 of the Orange Municipal Code, "Zoning – Nonconforming Uses – Urban Lot Split (SB 9) Exception to Compliance (Nonconformities)," is hereby added to read as follows:

17.38.080 Urban Lot Split (SB 9) Exception to Compliance (Nonconformities).

The City shall not require the correction of nonconforming zoning conditions as a condition for ministerial approval of a parcel map application for the creation of an urban lot split pursuant

to SB 9.

SECTION XIX:

The subject Urgency Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines 15060(c)(2), 15060(c)(3) and 15061(b)(3) because it will not result in a direct or reasonably foreseeable indirect physical change in the environment, because there is no possibility it will have a significant effect on the environment, and it is not a "project", as defined in Section 15378 of the State CEQA Guidelines. In the unlikely event the Urgency Ordinance would constitute a project under CEQA, it is exempt from the provisions of CEQA per State CEQA Guideline 15321 (Class 21, Enforcement Actions by Regulatory Agencies) because it is an action taken by the City as a regulatory agency, as authorized by local ordinance, to regulate as authorized by SB 9, the processing of lot splits and applications for construction of second dwelling units in single-family residential zones in order to prevent a public nuisance. As such, no further analysis is warranted or required.

SECTION XX:

This Urgency Ordinance is intended to immediately supersede any existing provisions of the Orange Municipal Code to the extent those existing provisions are inconsistent with this Urgency Ordinance.

SECTION XXI:

If any section, subdivision, paragraph, sentence, clause or phrase of this Urgency Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Urgency Ordinance. The City Council hereby declares that it would have passed this Urgency 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 XXII:

In accordance with Government Code 36937 and 65858, this Urgency Ordinance shall take effect immediately in order to protect the public peace, health, safety and welfare of the community and be in effect for forty-five (45) days from the date of adoption unless otherwise repealed or extended.

SECTION XXIII:

A summary of this Urgency Ordinance shall be published once within fifteen (15) days after this Urgency Ordinance is passed, in a newspaper of general circulation, published and circulated in the City of Orange. The City Clerk shall post in the Office of the City Clerk, a certified copy of the full text of such adopted Urgency Ordinance along with the names of those

City Council members voting for and against the Urgency Ordinance in accordance with Government Code 36933.

ADOPTED this 14th day of December, 2021.

Mark A. Murphy, Mayor, City of Orange

ATTEST:

Pamela Coleman, City Clerk, City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing interim Ordinance was duly passed and adopted at the regular meeting of the City Council held on the 14th day of December, 2021 by the following vote, to wit:

AYES:	COUNCILMEMBERS:	Murphy, Nichols, Monaco, Barrios, Dumitru, Tavoularis, Gutierrez
NOES:	COUNCILMEMBERS:	None
ABSENT:	COUNCILMEMBERS:	None
ABSTAIN:	COUNCILMEMBERS:	None

Pamela Coleman, City Clerk, City of Orange

10.4. An Urgency Ordinance of the City Council of the City of Orange amending Titles 16 and 17 of the Orange Municipal Code to enact definitions and development standards applicable to lot splits and second dwelling units in single-family residential zones allowed as a result of Senate Bill 9. Ordinance No. 18-21.

Senior Planner Chad Ortlieb provided a brief overview of the proposed urgency ordinance. He explained that having urgency standards and procedures in place before SB 9 goes into effect on January 1, 2022, will allow the City to immediately impose reasonable and objective regulations on SB 9 applications in order to prevent the many negative and deleterious effects on the public health, safety and welfare that would occur if unrestricted lot splits and second units occurred in R1 neighborhoods.

Mayor Murphy opened the Public Hearing at 8:46 p.m.; there being no speakers, Mayor Murphy closed the Public Hearing at 8:46 p.m.

A motion was made by Councilmember Monaco, seconded by Councilmember Barrios, to adopt Ordinance No. 18-21 and the findings of urgency. The motion carried by the following vote:

Ayes: Nichols, Monaco, Barrios, Dumitru, Tavoularis, Gutierrez, and Murphy
Noes: None
Absent: None

Ordinance No. 18-21. An Urgency Ordinance of the City Council of the City of Orange amending Title 16 and Title 17 of the Orange Municipal Code by enacting ministerial standards applicable to lot splits in single-family residential zones allowed as a result of SB 9, enacting ministerial standards applicable to the location, access size and setback of second dwelling units in single-family residential zones allowed as a result of SB 9, and revising definitions to clarify said development standards.

11. ITEMS RELATED TO THE INDUSTRIAL DEVELOPMENT AUTHORITY

11.1. Report from the Finance Director of the Industrial Development Authority of the City of Orange.

A motion was made by Councilmember Dumitru, seconded by Mayor Murphy, to receive and file the report. The motion carried by the following vote:

Ayes: Nichols, Monaco, Barrios, Dumitru, Tavoularis, Gutierrez, and Murphy
Noes: None
Absent: None

RECESS: The City Council recessed at 8:48 p.m. and reconvened at 9:01 p.m. with all Members present.

Agenda Item

City Council

Item #: 8.5. 11/15/2022 **File #:** 22-0600

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

FROM: **Gary A. Sheatz, City Attorney**

1. SUBJECT

Public Hearing to receive and file report summarizing measures taken to evaluate impacts addressed by interim Ordinance No. 18-21; and to consider adoption of second extension of interim Ordinance No. 18-21 and finding of CEQA exemption.

2. SUMMARY

Government Code Section 65858(d) requires a written report describing the measures taken to alleviate the condition or conditions leading to adoption of interim Ordinance No. 18-21 prior to its extension. The extension of the Ordinance would continue to impose ministerial development standards on lot splits and construction of second dwelling units in R1 zones, and revise definitions related thereto for an additional year, unless permanent regulations are adopted prior to that time.

3. RECOMMENDED ACTION

1. Receive and file report of measures taken.

2. Adopt Ordinance No. 18-21-B. Second extension of an interim Ordinance of the City Council of the City of Orange amending Title 16 (Subdivisions) and Title 17 (Zoning) of the Orange Municipal Code by enacting ministerial standards applicable to lot splits in single-family residential zones allowed as a result of SB 9, enacting ministerial standards applicable to the location, access, size and setback of second dwelling units in single-family residential zones allowed as a result of SB 9, and revising definitions to clarify said development standards.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 1: Provide for a Safe Community

d: Assure the development of the City occurs in a fashion that maximizes public safety.

Goal 3: Enhance and Promote Quality of Life in the Community

c. Support and enhance attractive, diverse living environments.

6. DISCUSSION AND BACKGROUND

In September 2021, Governor Newsom signed into law SB 9, which became effective on January 1, 2022. SB 9 requires the City to approve, as a ministerial action and without discretionary review, certain lot splits in single-family residential (R1) zones, and also requires the City to approve, also as a ministerial action and without discretionary review, certain applications to add a second dwelling

unit on a single-family lot.

Interim Ordinance No. 18-21 set into place allowable development standards permitted by SB 9 in an attempt to establish preliminary standards on the expected SB 9 development applications. The negative impacts from the unregulated splitting of R1 single-family lots and addition of a second dwelling unit on a single-family lot could quadruple the density of those zones, creating incompatibility with the City's current single-family neighborhood development standards for those zones, among other City resource concerns. If unregulated, the increase in density and development of additional dwellings on single-family lots would cause numerous deleterious effects on the City's infrastructure as well as the families residing therein, including parking and traffic problems, overuse of existing utility systems, loss of privacy, application of development standards not designed for higher density housing, fire, police and other public safety concerns, all of which effects constitute a public nuisance to the community.

On December 14, 2021, the City Council adopted interim Ordinance No. 18-21, which addressed the immediate threat to the public health, safety and welfare caused by the ability to split R1 lots and add second units to R1 lots. It provided procedures for evaluating applications for lot splits and additional residential units, established objective development standards for lot splits and additional residential units, and revised definitions relating thereto. That Ordinance was valid for 45 days. On January 11, 2022, the City Council extended interim Ordinance No. 18-21 for an additional ten and a half months, until December 13, 2022.

California Government Code Section 65858(a) permits the interim Ordinance to be extended for one additional year in order to give the City sufficient time to evaluate the impacts of SB 9 and develop enforceable standards for its application. Staff's review of the potential impacts of SB 9 is on-going and includes evaluation of the impacts of additional new state legislation reducing parking requirements for housing proposals and otherwise limiting the City's ability to regulate housing proposals. Additional time for research and empirical study is needed. As such, staff is recommending adoption of the second extension of interim Ordinance No. 18-21, to remain in effect until December 13, 2023.

7. ATTACHMENTS

- Ordinance No. 18-21-B

ORDINANCE NO. 18-21-B

SECOND EXTENSION OF AN INTERIM ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ORANGE AMENDING TITLE 16 (SUBDIVISIONS) AND TITLE 17 (ZONING) OF THE ORANGE MUNICIPAL CODE BY ENACTING MINISTERIAL STANDARDS APPLICABLE TO LOT SPLITS IN SINGLE-FAMILY RESIDENTIAL ZONES ALLOWED AS A RESULT OF SB 9, ENACTING MINISTERIAL STANDARDS APPLICABLE TO THE LOCATION, ACCESS, SIZE AND SETBACK OF SECOND DWELLING UNITS IN SINGLE-FAMILY RESIDENTIAL ZONES ALLOWED AS A RESULT OF SB 9, AND REVISING DEFINITIONS TO CLARIFY SAID DEVELOPMENT STANDARDS.

WHEREAS, the City Council of the City of Orange, pursuant to its police powers afforded under the California Constitution, Article XI, Section 7, California Government Code 37100, et seq., may adopt regulations to protect the peace, health, safety and welfare of the community, and may declare that certain uses and conditions constitute a public nuisance; and

WHEREAS, California Government Code 38771 authorizes the City, through its legislative body, to declare actions and activities that constitute a public nuisance in its community; and

WHEREAS, California Government Code 65858 authorizes the City, through its legislative body, to protect the peace, health, safety and welfare of the community by adopting as an urgency measure an ordinance prohibiting any uses that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the legislative body, planning commission or the planning department is considering or studying or intends to study within a reasonable time; and

WHEREAS, the Governor of the State of California signed into law legislation ("SB 9"), effective January 1, 2022, which requires the City to ministerially approve certain applications for a lot split on a single-family residentially-zoned property, which allows the creation of two half-sized lots where there was previously one lot; and

WHEREAS, SB 9 also requires the City to ministerially approve certain applications to build a second unit on a single-family residentially-zoned property, which allows two residential dwellings on a single-family (R1) lot where there was previously only one dwelling permitted; and

WHEREAS, these two provisions of SB 9 – allowing a lot split and allowing a second unit on a single-family lot - may be combined, resulting in the transformation of a single-family residential lot with one dwelling unit becoming two lots with two dwelling units each for a total of four dwelling units on the same-sized piece of property; and

WHEREAS, the single-family residential (R1) zones in the City, which include neighborhoods with lots ranging from 6,000 to 20,000 square feet, one acre, and one-and-a-half acres and up, were thoughtfully planned based on the goals of the General Plan of the City, the quality of life in single-family residential neighborhoods, the public safety resources, the utility and transportation infrastructure, City recreational resources, including parks and libraries, school district considerations, and many other elements associated with sound and established planning practices; and

WHEREAS, the City's Zoning Code and General Plan also designate numerous duplex and multi-family residential zones allowing higher density housing opportunities, that were also carefully planned to ensure a high quality of life in multi-family residential neighborhoods, access to public safety resources, an efficient utility and transportation infrastructure, and an appropriate level of City recreational, park and library resources; and

WHEREAS, SB 9 has the effect of a wholesale conversion of each of the carefully designed single-family residential zones in the City into residential zones with double, triple and up to quadruple the anticipated density of those zones, creating incompatibility with the City's single-family neighborhood development standards for those zones, among other City resource concerns; and

WHEREAS, if unrestricted and left unregulated, the increase in potential density in the City's single-family zones would cause numerous deleterious effects on the City's infrastructure as well as the families residing therein, including parking and traffic problems, overuse of existing utility systems, loss of privacy, application of development standards not designed for higher density housing, fire safety and other public safety concerns, all of which effects constitute a public nuisance to the community; and

WHEREAS, SB 9 allows the City to impose certain objective requirements regulating said applications to split and/or to build additional residential units on a single-family residentially-zoned property; and

WHEREAS, the Orange Municipal Code (OMC) does not currently contain a process or objective development standards for ministerially processing lot split applications; and

WHEREAS, the OMC does not currently contain a process or objective development standards for ministerially processing applications to build non-ADU second dwelling units in single-family zones; and

WHEREAS, on December 14, 2021, the City Council adopted interim Ordinance No. 18-21, imposing development standards on lot split and second dwelling unit development projects submitted pursuant to SB 9, which Ordinance was effective for forty-five days; and on January 11, 2022, the City Council extended interim Ordinance No. 18-21 for an additional ten months and fifteen days, until December 13, 2022; and

WHEREAS, pursuant to Government Code Section 65858(a), after notice and a public hearing as required by law, the City Council may, by a four-fifths vote, extend the interim Ordinance for an additional one year, until December 13, 2023; and

WHEREAS, extension of interim Ordinance No. 18-21 will extend the development standards applicable to lot split and second dwelling unit projects submitted pursuant to SB 9; and

WHEREAS, notice of a public hearing on the subject matter was published in a newspaper of general circulation in accordance with Government Code Section 65090; and

WHEREAS, a public hearing was held on November 15, 2022, to consider extension of interim Ordinance No. 18-21, for one year, until December 13, 2023; and

WHEREAS, the City is continuing to study the required procedure for evaluating applications for lot splits and additional residential units in single-family zones to determine the proper level of review required to protect the peace, health, safety and welfare of the public; and

WHEREAS, the City is also continuing to study the development standards contained in its Zoning Code to examine under what circumstances and to what extent SB 9 allows the City to impose reasonable and objective regulations on the potential lot splits and/or additional residential units; and

WHEREAS, the City Council of the City of Orange finds:

1. That the ministerial approval of lot splits and second dwelling units on single-family residentially-zoned properties is not currently addressed by the current Subdivision Code or Zoning Code and, without appropriate standards, would result in a threat to public peace, health, safety or welfare; and

2. That in the absence of objective standards applicable to lot splits and second dwelling units created by SB 9, there is a current and immediate threat to the public peace, health, safety and welfare; and

3. That the second extension of interim Ordinance No. 18-21 as set forth herein is necessary to mitigate and avoid the specific adverse impacts stated herein and will help preserve the public peace, health, safety and welfare; and

4. That there is no feasible alternative to satisfactorily mitigate or avoid the specific, adverse impacts stated herein as well or better, with a less burdensome or restrictive effect, than extension of interim Ordinance No. 18-21; and

WHEREAS, the City finds that the provisions of this interim Ordinance are consistent with the City of Orange General Plan; and

WHEREAS, this interim Ordinance has been reviewed for compliance with the California Environmental Quality Act (CEQA), the CEQA Guidelines, and the City's environmental

procedures, and has been found to be exempt, consistent with the findings in Section XIX of this interim Ordinance; and

WHEREAS, the City Council does therefore determine, by at least a four-fifths vote, that a second extension of this interim Ordinance is necessary for the immediate preservation of the public peace, health, safety and welfare of the community.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORANGE DOES HEREBY ORDAIN AS FOLLOWS:

SECTION I:

That the recitals and findings contained herein are true and correct, incorporated herein, and with the public record, form the basis for the extension of this interim Ordinance.

SECTION II:

Section 16.08.010.E of the Orange Municipal Code, "Subdivisions – Maps – General Provisions," is hereby amended to read as follows:

E. The advisory agency with the power of final approval over the tentative parcel map, shall thereupon make a finding that the proposed division of land complies with all requirements of the Subdivision Map Act or this title, 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. For parcel maps submitted pursuant to SB 9, the Community Development Director shall approve or deny the application for a parcel map for an urban lot split ministerially without discretionary review.

SECTION III:

The title of Section 16.12.030 of the Orange Municipal Code, "Subdivisions – Procedure – Tentative Parcel Map – Staff Review Committee Approval," is hereby amended to read as follows:

16.12.030 Tentative Parcel Map — Approval or Denial.

SECTION IV:

Section 16.12.030 of the Orange Municipal Code, "Subdivisions – Procedure – Tentative Parcel Map –Approval or Denial," is hereby amended to add the following:

E. The Community Development Director shall have authority to approve all parcel map applications for an urban lot split proposed in a single-family residential zone, pursuant to SB 9. Approval shall be a ministerial action without discretionary review.

1. For approval of a parcel map the Community Development Director shall find the following:

a. The parcel map subdivides an existing parcel to create no more than two (2) new parcels of approximately equal lot area provided that one parcel shall not be smaller than 40 percent of the lot area of the original parcel proposed for subdivision.

b. Both newly created parcels are no smaller than 1,200 square feet.

c. The parcel being subdivided meets all the following requirements:

i. The parcel is located within a single-family residential zone.

ii. The parcel meets all requirements of Section 17.13.040.GGG.1.

iii. The parcel has not been established through prior exercise of an urban lot split as provided for in SB 9.

iv. Neither the owner of the parcel being subdivided nor any person acting in concert with the owner has previously subdivided an adjacent parcel using an urban lot split as provided for in SB 9.

v. The parcel map conforms to all applicable objective requirements of the Subdivision Map Act (commencing with Section 66410), except as otherwise expressly provided in SB 9.

d. In furtherance of the intent of SB9 to create dwelling units, plans for units on a lot undergoing a parcel map application shall have received approval through the building permit plan check process and be ready for building permit issuance concurrently with final parcel map approval.

2. The Community Development Director shall place the following conditions on approval of the parcel map as appropriate:

a. A requirement for easements for the provision of public safety services and facilities.

b. A requirement that the parcels have access to, provide access to, or adjoin the public right-of-way.

c. A requirement for off-street parking pursuant to the single-family residence parking requirement specified in Table 17.34.060.A.

d. A requirement that the uses allowed on the lots be limited to residential uses.

3. The City shall not require dedications of rights-of-way or the construction of offsite improvements for the parcels being created as a condition of issuing a parcel map.

4. The authority for denial of a parcel map submitted pursuant to SB 9 is the building official. For denial of a parcel map the building official shall make a written finding, based upon a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact, as defined and determined in Government Code Section 65589.5(d)(2), upon public health and safety or the physical environment, for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

SECTION V:

Section 16.16.020 of the Orange Municipal Code, "Subdivisions – Requirements-Dedications-Fees – Street, Alley and Easement Dedications," is hereby amended to add the following:

E. The City shall not require dedications of rights-of-way or the construction of offsite improvements for parcels created pursuant to SB 9. Easements for public safety services and facilities for such parcels may be required by the Community Development Director.

SECTION VI:

Section 16.16.170 of the Orange Municipal Code, "Subdivisions – Requirements-Dedications-Fees – Soils Report Required," is hereby amended to add the following:

D. For parcel maps submitted pursuant to SB 9, with residential units connected to an onsite wastewater treatment system, the applicant may submit a percolation test completed within the last five (5) years, or, if the percolation test has been recertified, within the last ten (10) years.

SECTION VII:

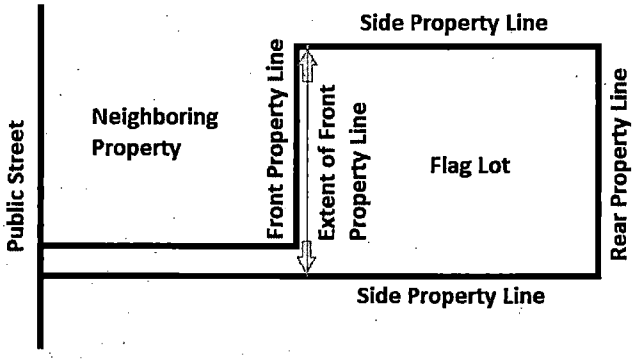
Section 17.04.023 of the Orange Municipal Code, "Zoning – Definitions – "D" Definitions," is hereby amended to read as follows:

DUPLEX OR DUPLEX RESIDENTIAL - An attached or detached building containing two dwelling units wherein the occupants of each individual dwelling unit are living and functioning together as a single housekeeping unit, meaning that they have established ties and familiarity with each other, jointly use common areas, interact with each other, share meals, household activities, expenses and responsibilities, membership in the single housekeeping unit is fairly stable as opposed to transient, and members have some control over who becomes a member of the single housekeeping unit. A property designated Duplex Residential is neither a single-family nor a multi-family property.

SECTION VIII:

Section 17.04.031 of the Orange Municipal Code, "Zoning – Definitions – "L" Definitions," is hereby amended to read as follows:

LOT LINE, FRONT - In the case of an interior lot, the line dividing the lot from the street. In the case of a corner lot or through lot, the shorter lot line abutting a street shall be deemed the front lot line and the longer lot line abutting a street shall be deemed an exterior side, unless determined otherwise by the Zoning Administrator. In the case of a through lot or a corner lot whose exterior lot lines are the same length, the lot line where the principal access to the lot is provided shall be deemed to be the front lot line. In the case of an interior lot, when the lot line abutting a street is curved, the front lot line follows the curve; for corner lots, separation of lines occurs at the middle of the curve. For a flag lot, the front lot line is the shortest lot line adjoining the pole portion of the lot including the width of the pole as shown in the figure that follows.



SECTION IX:

Section 17.10.060.D.1.b of the Orange Municipal Code, "Zoning – Specific Administrative Procedures – Site Plan Review – Minor Site Plan Review - Criteria," is hereby amended to read as follows:

b. Construction of six (6) or fewer residential units on a single parcel, when only one parcel is being developed. Units constructed in single-family (R-1) districts pursuant to SB 9 shall not require site plan review under this section.

SECTION X:

Section 17.10.060.D.1.f of the Orange Municipal Code, "Zoning – Specific Administrative Procedures – Site Plan Review – Minor Site Plan Review - Criteria," is hereby amended to read as follows:

f. Creation of lots or building sites with no direct access to a public street except for those with access easements created to accommodate the construction of a single-family dwelling in a single-family (R-1) district pursuant to SB 9.

SECTION XI:

Section 17.10.070.B.7 of the Orange Municipal Code, "Zoning – Specific Administrative Procedures – Design Review – When Design Review is Required - Exception," is hereby added to read as follows:

7. Exception. Units created in a single-family (R-1) residential zone pursuant to SB 9 shall not require design review but shall instead meet all objective design review standards specified in Section 17.13.040.GGG and Chapter 17.14.

SECTION XII:

Table 17.13.030 of the Orange Municipal Code, "Zoning – Master Land Use Table – Permitted Uses," is hereby amended to add the following:

Table 17.13.030 Permitted Uses.

ZONING	RESIDENTIAL									COMMERCIAL					MIXED USE				INDUSTRIAL		AGRICULTURAL OPEN SPACE			PI	OVERLAY		SAND & GRAVEL
LAND USE	R1-5	R1-6 to R-15	R1-20 to R-140 & R1-R	R2-6 to R2-8	R-3	R-4	MH	OP	CP/C1	CTR	C2	C3	CR	OTMU-155	OTMU-15	OTMU-24	NMU-24	UMU	M1	M2	A1	RO	SH	PI	FP-1	FP-2	SG
Housing—Includes all structures permitted as living quarters whether they be for short or long-term occupancy. Includes all uses identified in California Building Code definitions that are preceded with main entry words (key terms) that include one of the following: Dwelling, unit, house, housing, congregate, residence, multifamily, dormitory, home(s), hotel, motel, residential care facility, residential facility, or lodging.																											
Single-family dwelling	P#	P	P	P	P	P	-	P	-	-	-	-	-	P*	P*	P*	-	-	-	-	P	-	-	-	-	-	-
Single-family dwelling created pursuant to SB 9	P*	P*	P*	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

SECTION XIII:

Section 17.13.040 of the Orange Municipal Code, "Zoning – Master Land Use Table – Special Use Regulations," is hereby amended to add the following:

GGG. Single-family Dwelling Created Pursuant to SB 9.

1. Approval shall be subject to the proposed housing development meeting all the requirements of SB 9 which include:

a. The parcel is not located on a site specified in subparagraphs (B) to (K), inclusive, of Government Code Section 65913.4(a)(6) that is any of the following:

i. Either prime farmland or farmland of statewide importance, as defined pursuant to United States Department of Agriculture land inventory and monitoring criteria, as modified for California, and designated on the maps prepared by the Farmland Mapping and Monitoring Program of the Department of Conservation, or land zoned or designated for agricultural protection or preservation by a local ballot measure that was approved by the voters of that jurisdiction.

ii. Wetlands, as defined in the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993).

iii. Within a very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection pursuant to Section 51178, or within a high or very high fire hazard severity zone as indicated on maps adopted by the Department of Forestry and Fire Protection pursuant to Section 4202 of the Public Resources Code. This subparagraph does not apply to sites excluded from the specified hazard zones by a local agency, pursuant to subdivision (b) of Section 51179, or sites that have adopted fire hazard mitigation measures pursuant to existing building standards or state fire mitigation measures applicable to the development.

iv. A hazardous waste site that is listed pursuant to Section 65962.5 or a hazardous waste site designated by the Department of Toxic Substances Control pursuant to Section 25356 of the Health and Safety Code, unless the State Department of Public Health, State Water Resources Control Board, or Department of Toxic Substances Control has cleared the site for residential use or residential mixed uses.

v. Within a delineated earthquake fault zone as determined by the State Geologist in any official maps published by the State Geologist, unless the development complies with applicable seismic protection building code standards adopted by the California Building Standards Commission under the California Building Standards Law (Part 2.5 (commencing with Section 18901) of Division 13 of the Health and Safety Code), and by any local building department under Chapter 12.2 (commencing with Section 8875) of Division 1 of Title 2.

vi. Within a special flood hazard area subject to inundation by the 1 percent annual chance flood (100-year flood) as determined by the Federal Emergency Management Agency in any official maps published by the Federal Emergency Management Agency. If a development proponent is able to satisfy all applicable federal qualifying criteria in order to provide that the site satisfies this subparagraph and is otherwise eligible for streamlined approval under this section, a local government shall not deny the application on the basis that the development proponent did not comply with any additional permit requirement, standard, or action adopted by that local government that is applicable to that site. A development may be located on a site described in this subparagraph if either of the following are met: (1) The site has been subject to a Letter of Map Revision prepared by the Federal Emergency Management Agency and issued to the local jurisdiction; or (2) The site meets Federal Emergency Management Agency requirements necessary to meet minimum flood plain management criteria of the National Flood Insurance Program pursuant to Part 59 (commencing with Section 59.1) and Part 60 (commencing with Section 60.1) of Subchapter B of Chapter I of Title 44 of the Code of Federal Regulations.

vii. Within a regulatory floodway as determined by the Federal Emergency Management Agency in any official maps published by the Federal Emergency Management Agency, unless the development has received a no-rise certification in accordance with Section 60.3(d)(3) of Title 44 of the Code of Federal Regulations. If a development proponent is able to satisfy all applicable federal qualifying criteria in order to provide that the site satisfies this subparagraph and is otherwise eligible for streamlined approval under this section, a local government shall not deny the application on the basis that the development proponent did not comply with any additional permit requirement, standard, or action adopted by that local government that is applicable to that site.

viii. Lands identified for conservation in an adopted natural community conservation plan pursuant to the Natural Community Conservation Planning Act (Chapter 10 (commencing with Section 2800) of Division 3 of the Fish and Game Code), habitat conservation plan pursuant to the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), or other adopted natural resource protection plan.

ix. Habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully protected species, or species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of Division 2 of the Fish and Game Code).

x. Lands under conservation easement.

b. The proposed housing development would not require demolition or alteration of any of the following types of housing:

i. Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.

ii. Housing that has been occupied by a tenant in the last three (3) years.

c. The parcel subject to the proposed housing development is not a parcel on which an owner of residential real property has exercised the owner's rights under Chapter 12.75 (commencing with Section 7060) of Division 7 of Title 1 to withdraw accommodations from rent or lease within 15 years before the date that the development proponent submits an application.

d. Notwithstanding any provision in the Orange Municipal Code to the contrary, the proposed housing development does not allow the demolition of more than 25 percent of the existing exterior structural walls, unless the site has not been occupied by a tenant in the last three (3) years.

e. The development is not located within a historic district or property included on the State Historic Resources Inventory, as defined in Section 5020.1 of the Public Resources Code, or within a site that is designated or listed as a city or county landmark or historic property or district pursuant to a city or county ordinance.

2. The proposed housing development may be denied if the building official makes a written finding, based upon a preponderance of the evidence, that the proposed housing development project or urban lot split would have a specific, adverse impact, as defined and determined in Government Code Section 65589.5(d)(2), upon public health and safety or the physical environment, for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

3. The ministerial approval may include the conditions for a parcel map specified in section 16.12.030.E.

4. All rental units shall be rented for a term longer than 30 days.

5. An applicant for a parcel map to create an urban lot split shall sign an affidavit stating their intent to occupy one of the housing units as their principal residence for a minimum of three (3) years from the date of the approval of the urban lot split. Any "community land trust," as defined in Revenue and Taxation Code Section 402.1(a)(11)(C)(ii), or a "qualified nonprofit corporation" as described in Revenue and Taxation Code Section 214.15, shall be exempt from the affidavit.

6. Accessory Dwelling Units (ADUs) and/or Junior Accessory Dwelling Units (JADUs) shall not be permitted in association with lots or units created pursuant to SB 9

if three units on that lot would result. ADUs or JADUs existing on a lot shall preclude the ability to construct a second unit or obtain an urban lot split pursuant to SB 9.

7. All development, design, and parcel map standards in this section and in Chapter 17.14 shall be applied to units created under SB 9, provided that at least an 800 square foot unit is allowed to be constructed.

8. The following objective design standards shall apply to all single-family dwellings created pursuant to SB 9 and to associated on-site improvements:

a. Units with identical building elevations and/or floor plans shall not be located on adjacent lots or directly across the street from each other.

b. Design elements and detailing shall be continued completely around the structure. Such design elements shall include window treatments, trim detailing, exterior wall materials, and color pallet. Firewalls are not exempt from the required design elements.

c. At least two (2) building materials shall be used on any building frontage (excluding roof and foundation) in addition to glazing and railings. Any one material shall comprise at least 20% of the building frontage.

d. At least two (2) exterior colors shall be used. Elements that count toward this requirement include cladding material, trim/accent colors, and visually significant colors for doors, and similar elements. Primary colors shall be used as accent colors only.

e. Trash receptacles locations shall be identified on project plans and shall demonstrate screening from public view via equivalent-height landscaping or a solid wall or fence.

f. The main entry shall not be the garage door and shall be prominently placed on the elevation facing the street.

g. Linear streetscape appearance in the building facade shall be avoided by providing variations in horizontal plane in a minimum of 50% of the building front and street side elevations. Variations shall include indentations, recesses, or projections of two (2) feet or greater. Vertical architectural elements (pilasters, columns, piers, other structural elements) shall vertically project a minimum of eight (8) feet in height and project a minimum of eight (8) inches from the building face.

h. Units shall include a minimum three (3) element(s) from the following list to add visual variety and interest to building facades and enhance the connection between public and private realms: eaves, cornices, trellises, overhangs, exposed structural

elements such as rafters, recessed windows, columns, bay windows. Other elements may be approved if they provide equivalent visual variety and interest.

i. Primary interior living spaces (bedroom and living areas) shall be offset a minimum eight (8) feet from a facing neighboring primary interior space on the same story.

j. A minimum eight (8) feet shall be maintained between any primary interior living space (bedroom and living area) and an existing neighboring primary living space on the same story.

k. Trim surrounds shall be provided at all exterior window and door openings. Trim shall be substantial, visible, and at least two (2) inches in depth.

l. Classical window proportions shall be provided such as 2:1, 3:2, or 4:3.

m. No building facade may extend in a continuous plane for more than 20 feet without a window, door, variation in horizontal plane, or vertical architectural element.

n. A minimum three (3) foot wide interior clear planter width landscaping shall be provided between the closest parallel property line to a driveway and the subject property. For flag lots, the planter shall only be required adjacent to the property not part of the project. Within the planter area, landscaping shall be maintained at a height of no greater than 42 inches to allow for line of sight to pedestrians and motorists for vehicles exiting the driveway.

o. Driveways to required parking shall not be asphalt, shall be a minimum 12 feet in width, and shall be concrete, pavers, stone, brick, or similar material. No driveway shall be allowed for units that do not require an on-site covered parking space and are not electing to include covered parking. Controlled or restricted entrances to required or provided parking are prohibited.

SECTION XIV:

Section 17.14.060 of the Orange Municipal Code, "Zoning – Residential Districts – Reserved," is hereby replaced with the following:

17.14.060 - Units Created in a Single-family (R-1) Residential Zone Pursuant to SB 9.

The development standards specified in Section 17.13.040.GGG and Table 17.14.060 shall apply to dwelling units created under SB 9. In addition, the following shall apply:

A. In the event development standards physically preclude the construction of up to two (2) units or preclude either of the two (2) units from being at least 800 square feet in floor area, a minimum 800 square foot unit shall be allowed with code waivers chosen and authorized by the Community Development Director based on prioritizing preservation of neighborhood character and privacy to adjacent properties. The Director may consider waivers such as, but not limited to:

1. Allowing half basement construction to facilitate two-story construction no greater than 16 feet tall.

2. Allowing a reduced front yard setback.

3. Reducing distancing from an existing structure on the original parcel.

B. Parking shall be provided as specified in Chapter 17.34

C. One (1) bedroom is allowed for each five hundred (500) square foot increment of unit square feet. Increments are rounded up, e.g., a 1,001 square foot unit may have 3 bedrooms. Bedroom and bathroom square feet shall be limited to no greater than 63.5% of the total square feet of the unit. Direct exterior access to bedrooms is prohibited, except for the largest bedroom.

D. All accessory structures, including garages, shall be subject to the provisions of Title 17, including but not limited to setbacks, floor area ratio, lot coverage, distancing from other structures, ratio of structures to dwelling, open space, and height. No Accessory Dwelling Units or Junior Accessory Dwelling Units shall be allowed on property created or developed pursuant to SB 9.

Table 17.14.060
RESIDENTIAL DEVELOPMENT STANDARDS FOR UNITS CREATED IN A SINGLE-FAMILY (R-1) RESIDENTIAL ZONE PURSUANT TO SB 9
[See next page]

Table 17.14.060
RESIDENTIAL DEVELOPMENT STANDARDS FOR UNITS CREATED IN A SINGLE-FAMILY (R-1) RESIDENTIAL ZONE PURSUANT TO SB 9

District	Maximum Units Per Lot	Minimum Lot Area in Sq. Ft. (a)	Minimum Lot Area Per Unit in Sq. Ft. (a)	Minimum Lot Frontage in Feet (b)	Minimum Lot Depth in Feet	Minimum Yard Setback in Feet (c)(d)(e)			Maximum Height (Feet-Stories) whichever height is less	Maximum Floor Area Ratio (f)	Minimum Usable Open Space in Sq. Ft.
						Front	Side	Rear			
All R1 districts	2	1,200	(a)	30	40	20	4	4	16' -1 story	N/R (g)	(h)
N/R = No requirement											

(a) If the lot is created by a new parcel map and the parcel map subdivides an existing parcel to create no more than two (2) new parcels, the parcels shall be of approximately equal lot area, provided that one parcel shall not be smaller than 40% of the lot area of the original parcel proposed for subdivision. No lot shall be smaller than 1,200 square feet.

(b) The required width of the pole segment of a flag lot, or easement for access to a lot with required parking, shall be 15 feet, which includes the required 12-foot driveway width and a three-foot property line landscape buffer. Such width is also required for lots without required driveways and parking. A lesser or greater easement width may be authorized by the Community Development Director based on evidence justifying the adjustment. Units located further than Fire Department hose pull reach requirements shall provide a 20-foot wide easement for emergency vehicle access and a paved surface meeting Fire Code weight bearing requirements.

(c) No setback shall be required for an existing structure or a structure constructed in the same location and to the same dimensions as an existing structure.

(d) An application shall not be rejected solely because it proposes adjacent or connected structures provided that the structures meet building code safety standards and are sufficient to allow separate conveyance. Therefore, connected units may be authorized, including units connected to units on an adjacent lot pursuant to SB 9.

(e) Garages are accessory structures. Attached garages shall adhere to setback requirements of each respective zoning district in Table 17.14.070. Detached garages and accessory structures shall adhere to the requirements of Section 17.14.160.

(f) Where accessory structures are proposed or exist, including attached or detached garages, the maximum Floor Area Ratio (FAR) for accessory structures shall be calculated by combining the sum of square feet of the proposed unit, any existing units, and all accessory structures, and shall be limited by the district maximum FAR specified in Table 17.14.070.

(g) In lieu of a Floor Area Ratio requirement, each unit shall be limited in square feet based on lot size as follows:

Lot Area in Square Feet	Maximum Unit Square Feet*
1,200 – 4,999	800 square feet
5,000 – 5,999	800 square feet
6,000 – 6,999	800 square feet
7,000 – 7,999	800 square feet
8,000 – 9,999	850 square feet
10,000 – 11,999	900 square feet
12,000 – 14,999	950 square feet
15,000 – 19,999	1,000 square feet
20,000 – 39,999	1,100 square feet
40,000 and greater	1,200 square feet

* Existing units may maintain existing FAR and lot coverage but any expansion shall comply with development standards in Table 17.14.070

(h) Minimum usable open space, as defined in Section 17.04.034, shall require the following square feet per district:

District	Minimum Usable Open Space in Sq. Ft. (q)
R1-5	1,000 sf
R1-6	1,100 sf
R1-7	1,100 sf
R1-8	1,200 sf
R1-10	1,200 sf
R1-12	1,300 sf
R1-15	1,700 sf
R1-20	2,500 sf
R1-40	2,500 sf

SECTION XV:

Table 17.14.070 of the Orange Municipal Code, "Zoning – Residential Districts – Residential Development Standards," is hereby amended to read as follows:

Table 17.14.070
RESIDENTIAL DEVELOPMENT STANDARDS
[See next page]

Table 17.14.070
RESIDENTIAL DEVELOPMENT STANDARDS

District	Units Per Lot	Minimum Lot Area in Sq. Ft. (x)	Minimum Lot Area Per Unit in Sq. Ft.	Minimum Lot Frontage in Feet (a)	Minimum Lot Depth in Feet	Minimum Yard Setback in Feet (b,h)			Maximum Height (Ft.-Stories) whichever is less (g)	Maximum Floor Area Ratio (o) or Lot Coverage (p)	Minimum Usable Open Space in Sq. Ft. (q)
						Front	Side	Rear			
R1-5 (aa)	1	5,000(v.1)	N/R	50(k)	90	Bld-15 Gar-20 (v.2)	(c,v.2)	(v.2)	32'—2 stories	Based on bldg. pad(v.3.w)	875 sf
R1-6 (aa)	1	6,000	N/R	60(k)	100	20	5(c)	20(d,e,f)	32'—2 stories(y)	(u)	900 sf
R1-7 (aa)	1	7,000	N/R	60(k)	100	20	5(c)	20(d,e,f)	32'—2 stories	(u)	950 sf
R1-8 (aa)	1	8,000	N/R	60(k)	100	20	5(c)	20(d,e,f)	32'—2 stories	(u)	1,000 sf
R1-10 (aa)	1	10,000	N/R	80(k)	100	20	5(c)	20(d,e,f)	32'—2 stories	(u)	1,000 sf
R1-12 (aa)	1	12,000	N/R	80(k)	100	20	5(c)	20(d,e,f)	32'—2 stories	(u)	1,000 sf
R1-15 (aa)	1	15,000	N/R	80(k)	100	20	5(c)	20(d,e,f)	32'—2 stories	(u)	1,200 sf
R1-20 (aa)	1	20,000	N/R	100(k)	100	20	5(c)	20(d,e,f)	32'—2 stories	(u)	1,500 sf
R1-40 (aa)	1	43,560	N/R	100(k)	100	20	5(c)	20(d,e,f)	32'—2 stories	0.40 FAR	2,000 sf
R1-R (aa)	1	108,900	N/R	100(k)	100	20	5(c)	20(d,e,f)	32'—2 stories	0.40 FAR	2,000 sf

Notes:

(aa) For all units constructed or lots created pursuant to SB 9, apply the development standards in Table 17.14.060.

SECTION XVI:

The first paragraph of Section 17.14.080 of the Orange Municipal Code, "Zoning – Residential Districts – Building Lot Area Requirements," is hereby amended to read as follows:

Tables 17.14.060 and 17.14.070 indicate the minimum building lot area for individual lots. The following portions of a lot shall not be included in the minimum building lot calculation:

SECTION XVII:

The Single-family Dwelling Use provisions of Table 17.34.060.A of the Orange Municipal Code, "Zoning – Off-Street Parking and Loading – Required Number of Parking Spaces for Residential Uses," is hereby amended to read as follows:

Table 17.34.060.A

REQUIRED NUMBER OF PARKING SPACES FOR RESIDENTIAL USES

USE	REQUIRED NUMBER OF SPACES
Single-family Dwelling	2 enclosed garage spaces/unit up to 4 bedrooms accessed by a 12 foot wide 20 foot long driveway. For 5 or more bedrooms, 1 additional enclosed space which may be in tandem configuration but may not be in a required front yard setback. For bedroom additions to homes built prior to the effective date of Ordinance 17-08, refer to Section 17.34.020(A). For PUDs, units with 3 or more bedrooms shall provide an additional 1.5 guest parking spaces per dwelling unit. Of this requirement, 1 open parking space may be provided at the residence subject to compliance with Section 17.16.060. Enclosed spaces demolished or converted in association with construction of an accessory dwelling unit shall not require replacement. For dwelling units created under SB 9: one enclosed parking space, accessed by a 12 foot wide 20 foot long driveway, shall be provided for parcels unless they are located within ½ mile walking distance of either a high-quality transit corridor, a major transit stop, or within 1 block of a car share vehicle. No parking space shall be required for parcels within ½ mile walking distance of either a high-quality transit corridor, a major transit stop, or within 1 block of a car share vehicle.

SECTION XVIII:

Section 17.38.080 of the Orange Municipal Code, "Zoning – Nonconforming Uses – Urban Lot Split (SB 9) Exception to Compliance (Nonconformities)," is hereby added to read as follows:

17.38.080 Urban Lot Split (SB 9) Exception to Compliance (Nonconformities).

The City shall not require the correction of nonconforming zoning conditions as a condition for ministerial approval of a parcel map application for the creation of an urban lot split pursuant to SB 9.

SECTION XIX:

The subject interim Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines 15060(c)(2), 15060(c)(3) and 15061(b)(3) because it will not result in a direct or reasonably foreseeable indirect physical change in the environment, because there is no possibility it will have a significant effect on the environment, and it is not a "project", as defined in Section 15378 of the State CEQA Guidelines. In the unlikely event the interim Ordinance would constitute a project under CEQA, it is exempt from the provisions of CEQA per State CEQA Guideline 15321 (Class 21, Enforcement Actions by Regulatory Agencies) because it is an action taken by the City as a regulatory agency, as authorized by local ordinance, to regulate as authorized by SB 9, the processing of lot splits and applications for construction of second dwelling units in single-family residential zones in order to prevent a public nuisance. As such, no further analysis is warranted or required.

SECTION XX:

This interim Ordinance is intended to immediately supersede any existing provisions of the Orange Municipal Code to the extent those existing provisions are inconsistent with this interim Ordinance.

SECTION XXI:

If any section, subdivision, paragraph, sentence, clause or phrase of this interim Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this interim Ordinance. The City Council hereby declares that it would have passed this interim Ordinance, and each section, subdivision, paragraph, sentence, clause and phrase thereof, irrespective of the fact that any one (or more) section, subdivision, paragraph, sentence, clause or phrase had been declared invalid or unconstitutional.

SECTION XXII:

In accordance with Government Code 65858, Ordinance No. 18-21-B shall remain in effect for an additional one year, until December 13, 2023, in order to protect the public peace, health, safety and welfare of the community unless otherwise repealed or extended.

ADOPTED this 15th day of November, 2022.

Mark A. Murphy, Mayor, City of Orange

ATTEST:

Pamela Coleman, City Clerk, City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing extension of an interim Ordinance was duly passed and adopted at a regular adjourned meeting of the City Council held on the 15th day of November, 2022 by the following vote, to wit:

AYES:	COUNCILMEMBERS:	Murphy, Nichols, Monaco, Barrios, Dumitru, Tavoularis, Gutierrez
NOES:	COUNCILMEMBERS:	None
ABSENT:	COUNCILMEMBERS:	None
ABSTAIN:	COUNCILMEMBERS:	None

Pamela Coleman, City Clerk, City of Orange

Mayor Murphy closed the Public Hearing at 10:20 p.m.

During deliberations, Council discussed parking, width of paseo, and size of third building.

A motion was made by Councilmember Barrios, seconded by Councilmember Gutierrez to approve Buildings 1 and 2, excluding Building 3 to allow for additional parking.

During further discussion, Council asked about the possibility of widening the paseo.

Councilmember Dumitru made a substitute motion to approve the project as recommended with the removal of the glass partitions between buildings 2 and 3 creating a second outdoor pedestrian access.

A motion was made by Councilmember Dumitru, seconded by Mayor Murphy, to:
1) Introduce and conduct First Reading of Ordinance No. 08-22 approving Development Agreement No. 0008-22 vesting development rights with Old Town Gateway, LLC in return for dedication and maintenance of a public access pedestrian walkway between N. Atchison Street and N. Cypress Street. An Ordinance of the City Council of the City of Orange approving a Development agreement with Old Town Gateway, LLC for a project on a site located at 401 W. Chapman Avenue and 135 N. Atchison Street.
2) Adopt Resolution No. 11421. A Resolution of the City Council of the City of Orange approving Major Site Plan Review No. 1013-20, Tentative Parcel Map No. 0017-20, Design Review No. 5011-20 and Development Agreement No. 0008-22 to rehabilitate two historic buildings and remove non-historic sheds to construct two new commercial buildings and create a pedestrian paseo at 410 W. Chapman Avenue and 135 N. Atchison Street.
3) Remove glass partitions between buildings 2 and 3 creating a second outdoor pedestrian access.
The motion carried by the following vote:
Ayes: Nichols, Dumitru, Tavoularis, and Murphy
Noes: Barrios, and Gutierrez
Absent: Monaco

(Item 8.5 was re-ordered to be heard before Item 8.4.)

8.5. Public Hearing to receive and file report summarizing measures taken to evaluate impacts addressed by interim Ordinance No. 18-21; and to consider adoption of second extension of interim Ordinance No. 18-21 and finding of CEQA exemption.

Mayor Murphy opened the Public Hearing at 11:12 p.m.; there being no speakers, Mayor Murphy closed the Public Hearing at 11:12 p.m.

A motion was made by Mayor pro tem Nichols, seconded by Councilmember Gutierrez, to:
1) Receive and file report of measures taken.
2) Adopt Ordinance No. 18-21-B. Second extension of an interim Ordinance of the City

Council of the City of Orange amending Title 16 (Subdivisions) and Title 17 (Zoning) of the Orange Municipal Code by enacting ministerial standards applicable to lot splits in single-family residential zones allowed as a result of SB 9, enacting ministerial standards applicable to the location, access, size and setback of second dwelling units in single-family residential zones allowed as a result of SB 9, and revising definitions to clarify said development standards.
The motion carried by the following vote:
Ayes: Nichols, Barrios, Dumitru, Tavoularis, Gutierrez, and Murphy
Noes: None
Absent: Monaco

8.4. Public Hearing to consider Introduction and First Reading of Ordinance No. 10-22 creating the Neighborhood Preservation Overlay Zone; providing development standards to regulate the addition of bedrooms or bathrooms to a primary residence within specified boundaries; revising or adding definitions pertaining to residential additions and student housing; and updating provisions for reviewing body approval of specified matters.

Entered into the record: A proposed revision to Ordinance No. 10-22, Section 17.28.080C.3, to establish a baseline from which the additional 100 square feet of open space is to be provided. Should the required open space already exist on a lot as a surplus, then the surplus may fulfill the requirement.

Mayor Murphy opened the Public Hearing at 11:14 p.m.

Public Speaker
Doug Ely spoke in support of the ordinance but expressed concerns with some of the sections.

Staff clarified that any deviations from the ordinance can be reviewed by the Zoning Administrator for approval.

Written Public Comment
Tony Trabucco, OTPA, submitted an eComment in support of approving the proposed ordinance.

Mayor Murphy closed the Public Hearing at 11:18 p.m.

A motion was made by Councilmember Barrios, seconded by Councilmember Gutierrez, to Introduce and conduct First Reading of amended Ordinance No. 10-22. An Ordinance of the City Council of the City of Orange creating the Neighborhood Preservation Overlay Zone; providing development standards to regulate the addition of bedrooms or bathrooms to a primary residence within specified boundaries; revising or adding definitions pertaining to residential additions and student housing; and updating provisions for reviewing body approval of specified matters. The motion carried by the following vote:
Ayes: Nichols, Barrios, Dumitru, Tavoularis, Gutierrez, and Murphy
Noes: None
Absent: Monaco

Standard	SB 9 Provision
Permitted Use	• Allows a housing development containing no more than two residential units within a single-family residential (R1) zone. • Allows the construction of two new units on a vacant parcel or the addition of a unit to an existing parcel in an R1 zone. • Limits the uses allowed on a lot created by SB 9 to residential uses.
Processing	• Processing shall be considered ministerially, without discretionary review or a hearing. • The City may adopt an ordinance to implement the provisions of SB 9, e.g., the proposed Urgency Ordinance. The ordinance is exempt from CEQA.
Exceptions	In simplified terms, lot split and second unit development applications may be denied when properties are: • On prime farmland or farmland of statewide importance. • On wetlands. • Within a very high fire hazard severity zone, which exist in the City. • On a hazardous waste site. • Within a delineated earthquake fault zone. • Within a special flood hazard area. • Under conservation easement. • Involve demolition or alteration of 1) any rent restricted affordable units, 2) rent controlled units, or 3) any housing that has been occupied by a tenant in the last three years. • On property that has utilized the Ellis Act (a law allowing property owners to go out of the rental business) within 15 years before the date of application. • Involve demolishing more than 25% of the existing exterior structural walls unless allowed otherwise by the City or the site has been vacant for the last 3 years. • In a historic district, included on the State Historic Resources Inventory, or listed as a City landmark. Under this exception, SB 9 projects are ineligible in Old Town and Eichler Districts.
Standards, Number and Size	• Only objective zoning and design review standards may be applied. • A maximum of two units are allowed per parcel. Each unit must be allowed to be at least 800 square feet.
Setbacks	• No setback may be required for an existing structure or a structure constructed in the same location and to the same dimensions as an existing structure. • A four-foot setback may be required for side and rear lot lines.
Parking	• If located on parcels within ½ mile walking distance of either a high-quality transit corridor, or a major transit stop, or 1 block from a car share vehicle, no parking spaces are required. Otherwise, a maximum of one space per unit is required.

Sewer	• MA percolation test completed within the last five years or recertified in the last ten years may be required.
Denial Findings	• In addition to the exceptions listed above, an application for a lot split or a second unit may be denied only if the Building Official makes a written finding, based upon a preponderance of the evidence, that the proposed lot split or housing development project would have a specific, adverse impact, as defined, upon public health and safety or the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.
No Short Term Rentals	• If the proposed new dwelling is a rental unit, it must be rented for a term longer than 30 days.
Accessory Dwelling Units	• City is not required to permit an ADU or JADU in addition to a second dwelling unit on lots created under SB 9. The City Attorney's Office has opined that the City may deny a parcel map or additional dwelling units pursuant to SB 9 for any properties with an existing ADU or JADU if it would result in more than two dwelling units on the lot. ADUs and JADUs are considered dwelling units for SB 9 purposes.
Zero Lot Line Development	• An application shall not be rejected solely because it proposes adjacent or connected structures provided that the structures meet building code safety standards and are sufficient to allow separate conveyance.
Reporting	• City must report lots split and units constructed pursuant to SB 9 to HCD in annual housing element report.
Parcel Map	• A parcel map shall be ministerially processed for an urban lot split. • The parcel map/lot split must be in an R1 zone. • The parcel in question may not have been established through prior exercise of an urban lot split as provided in SB 9.
Number of Parcel Maps	• A single owner (or a person acting in concert with the owner) may not subdivide adjacent parcels in an SB 9 an urban lot split. • A lot split may only be approved if it conforms to all applicable objective requirements of the Subdivision Map Act, unless otherwise specified in SB 9.
Lot Size	• Split parcels shall be of approximately equal lot area provided that one parcel shall not be smaller than 40 percent of the lot area of the original parcel proposed for subdivision. • Both newly created parcels shall be no smaller than 1,200 square feet.
Dedications	• The City may not require dedications of rights-of-way or the construction of off-site improvements for the parcels being created as a condition of issuing a parcel map for an urban lot split.
Conditions	The following conditions may be required: • Easements for public safety services and facilities.

	• Parcels must have access to, provide access to, or adjoin the public right-of-way. • Off-street parking of up to one space per unit with exceptions as stated above. • Limited to residential uses.
Owner Occupancy	• For an urban lot split, an affidavit must be signed by the applicant stating their intention to occupy one of the housing units as their principal residence for a minimum of three years from the date of the approval of the urban lot split. • The above does not apply to community land trusts or qualified nonprofit corporations as defined in SB 9. • No additional owner occupancy standards may be applied.
Nonconformities	• The City may not require the correction of nonconforming zoning conditions as a condition for ministerial approval of a parcel map for an urban lot split.

STATE OF CALIFORNIA
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

Senate Bill No. 9

CHAPTER 162

An act to amend Section 66452.6 of, and to add Sections 65852.21 and 66411.7 to, the Government Code, relating to land use.

[Approved by Governor September 16, 2021. Filed with Secretary of State September 16, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

SB 9, Atkins. Housing development: approvals.

The Planning and Zoning Law provides for the creation of accessory dwelling units by local ordinance, or, if a local agency has not adopted an ordinance, by ministerial approval, in accordance with specified standards and conditions.

This bill, among other things, would require a proposed housing development containing no more than 2 residential units within a single-family residential zone to be considered ministerially, without discretionary review or hearing, if the proposed housing development meets certain requirements, including, but not limited to, that the proposed housing development would not require demolition or alteration of housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income, that the proposed housing development does not allow for the demolition of more than 25% of the existing exterior structural walls, except as provided, and that the development is not located within a historic district, is not included on the State Historic Resources Inventory, or is not within a site that is legally designated or listed as a city or county landmark or historic property or district.

The bill would set forth what a local agency can and cannot require in approving the construction of 2 residential units, including, but not limited to, authorizing a local agency to impose objective zoning standards, objective subdivision standards, and objective design standards, as defined, unless those standards would have the effect of physically precluding the construction of up to 2 units or physically precluding either of the 2 units from being at least 800 square feet in floor area, prohibiting the imposition of setback requirements under certain circumstances, and setting maximum setback requirements under all other circumstances.

The Subdivision Map Act vests the authority to regulate and control the design and improvement of subdivisions in the legislative body of a local agency and sets forth procedures governing the local agency's processing, approval, conditional approval or disapproval, and filing of tentative, final, and parcel maps, and the modification of those maps. Under the Subdivision Map Act, an approved or conditionally approved tentative map expires 24

months after its approval or conditional approval or after any additional period of time as prescribed by local ordinance, not to exceed an additional 12 months, except as provided.

This bill, among other things, would require a local agency to ministerially approve a parcel map for an urban lot split that meets certain requirements, including, but not limited to, that the urban lot split would not require the demolition or alteration of housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income, that the parcel is located within a single-family residential zone, and that the parcel is not located within a historic district, is not included on the State Historic Resources Inventory, or is not within a site that is legally designated or listed as a city or county landmark or historic property or district.

The bill would set forth what a local agency can and cannot require in approving an urban lot split, including, but not limited to, authorizing a local agency to impose objective zoning standards, objective subdivision standards, and objective design standards, as defined, unless those standards would have the effect of physically precluding the construction of 2 units, as defined, on either of the resulting parcels or physically precluding either of the 2 units from being at least 800 square feet in floor area, prohibiting the imposition of setback requirements under certain circumstances, and setting maximum setback requirements under all other circumstances. The bill would require an applicant to sign an affidavit stating that they intend to occupy one of the housing units as their principal residence for a minimum of 3 years from the date of the approval of the urban lot split, unless the applicant is a community land trust or a qualified nonprofit corporation, as specified. The bill would prohibit a local agency from imposing any additional owner occupancy standards on applicants. By requiring applicants to sign affidavits, thereby expanding the crime of perjury, the bill would impose a state-mandated local program.

The bill would also extend the limit on the additional period that may be provided by ordinance, as described above, from 12 months to 24 months and would make other conforming or nonsubstantive changes.

The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of, an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment. CEQA does not apply to the approval of ministerial projects.

This bill, by establishing the ministerial review processes described above, would thereby exempt the approval of projects subject to those processes from CEQA.

The California Coastal Act of 1976 provides for the planning and regulation of development, under a coastal development permit process, within the coastal zone, as defined, that shall be based on various coastal resources planning and management policies set forth in the act.

This bill would exempt a local agency from being required to hold public hearings for coastal development permit applications for housing developments and urban lot splits pursuant to the above provisions.

By increasing the duties of local agencies with respect to land use regulations, the bill would impose a state-mandated local program.

The bill would include findings that changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for specified reasons.

The people of the State of California do enact as follows:

SECTION 1. Section 65852.21 is added to the Government Code, to read:

65852.21. (a) A proposed housing development containing no more than two residential units within a single-family residential zone shall be considered ministerially, without discretionary review or a hearing, if the proposed housing development meets all of the following requirements:

(1) The parcel subject to the proposed housing development is located within a city, the boundaries of which include some portion of either an urbanized area or urban cluster, as designated by the United States Census Bureau, or, for unincorporated areas, a legal parcel wholly within the boundaries of an urbanized area or urban cluster, as designated by the United States Census Bureau.

(2) The parcel satisfies the requirements specified in subparagraphs (B) to (K), inclusive, of paragraph (6) of subdivision (a) of Section 65913.4.

(3) Notwithstanding any provision of this section or any local law, the proposed housing development would not require demolition or alteration of any of the following types of housing:

(A) Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.

(B) Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.

(C) Housing that has been occupied by a tenant in the last three years.

(4) The parcel subject to the proposed housing development is not a parcel on which an owner of residential real property has exercised the owner's rights under Chapter 12.75 (commencing with Section 7060) of Division 7 of Title 1 to withdraw accommodations from rent or lease within 15 years before the date that the development proponent submits an application.

(5) The proposed housing development does not allow the demolition of more than 25 percent of the existing exterior structural walls, unless the housing development meets at least one of the following conditions:

(A) If a local ordinance so allows.

(B) The site has not been occupied by a tenant in the last three years.

(6) The development is not located within a historic district or property included on the State Historic Resources Inventory, as defined in Section 5020.1 of the Public Resources Code, or within a site that is designated or listed as a city or county landmark or historic property or district pursuant to a city or county ordinance.

(b) (1) Notwithstanding any local law and except as provided in paragraph (2), a local agency may impose objective zoning standards, objective subdivision standards, and objective design review standards that do not conflict with this section.

(2) (A) The local agency shall not impose objective zoning standards, objective subdivision standards, and objective design standards that would have the effect of physically precluding the construction of up to two units or that would physically preclude either of the two units from being at least 800 square feet in floor area.

(B) (i) Notwithstanding subparagraph (A), no setback shall be required for an existing structure or a structure constructed in the same location and to the same dimensions as an existing structure.

(ii) Notwithstanding subparagraph (A), in all other circumstances not described in clause (i), a local agency may require a setback of up to four feet from the side and rear lot lines.

(c) In addition to any conditions established in accordance with subdivision (b), a local agency may require any of the following conditions when considering an application for two residential units as provided for in this section:

(1) Off-street parking of up to one space per unit, except that a local agency shall not impose parking requirements in either of the following instances:

(A) The parcel is located within one-half mile walking distance of either a high-quality transit corridor, as defined in subdivision (b) of Section 21155 of the Public Resources Code, or a major transit stop, as defined in Section 21064.3 of the Public Resources Code.

(B) There is a car share vehicle located within one block of the parcel.

(2) For residential units connected to an onsite wastewater treatment system, a percolation test completed within the last 5 years, or, if the percolation test has been recertified, within the last 10 years.

(d) Notwithstanding subdivision (a), a local agency may deny a proposed housing development project if the building official makes a written finding, based upon a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact, as defined and determined in paragraph (2) of subdivision (d) of Section 65589.5, upon public health and safety or the physical environment and for which there is

no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

(e) A local agency shall require that a rental of any unit created pursuant to this section be for a term longer than 30 days.

(f) Notwithstanding Section 65852.2 or 65852.22, a local agency shall not be required to permit an accessory dwelling unit or a junior accessory dwelling unit on parcels that use both the authority contained within this section and the authority contained in Section 66411.7.

(g) Notwithstanding subparagraph (B) of paragraph (2) of subdivision (b), an application shall not be rejected solely because it proposes adjacent or connected structures provided that the structures meet building code safety standards and are sufficient to allow separate conveyance.

(h) Local agencies shall include units constructed pursuant to this section in the annual housing element report as required by subparagraph (I) of paragraph (2) of subdivision (a) of Section 65400.

(i) For purposes of this section, all of the following apply:

(1) A housing development contains two residential units if the development proposes no more than two new units or if it proposes to add one new unit to one existing unit.

(2) The terms "objective zoning standards," "objective subdivision standards," and "objective design review standards" mean standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal. These standards may be embodied in alternative objective land use specifications adopted by a local agency, and may include, but are not limited to, housing overlay zones, specific plans, inclusionary zoning ordinances, and density bonus ordinances.

(3) "Local agency" means a city, county, or city and county, whether general law or chartered.

(j) A local agency may adopt an ordinance to implement the provisions of this section. An ordinance adopted to implement this section shall not be considered a project under Division 13 (commencing with Section 21000) of the Public Resources Code.

(k) Nothing in this section shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code), except that the local agency shall not be required to hold public hearings for coastal development permit applications for a housing development pursuant to this section.

SEC. 2. Section 66411.7 is added to the Government Code, to read:

66411.7. (a) Notwithstanding any other provision of this division and any local law, a local agency shall ministerially approve, as set forth in this section, a parcel map for an urban lot split only if the local agency determines that the parcel map for the urban lot split meets all the following requirements:

(1) The parcel map subdivides an existing parcel to create no more than two new parcels of approximately equal lot area provided that one parcel shall not be smaller than 40 percent of the lot area of the original parcel proposed for subdivision.

(2) (A) Except as provided in subparagraph (B), both newly created parcels are no smaller than 1,200 square feet.

(B) A local agency may by ordinance adopt a smaller minimum lot size subject to ministerial approval under this subdivision.

(3) The parcel being subdivided meets all the following requirements:

(A) The parcel is located within a single-family residential zone.

(B) The parcel subject to the proposed urban lot split is located within a city, the boundaries of which include some portion of either an urbanized area or urban cluster, as designated by the United States Census Bureau, or, for unincorporated areas, a legal parcel wholly within the boundaries of an urbanized area or urban cluster, as designated by the United States Census Bureau.

(C) The parcel satisfies the requirements specified in subparagraphs (B) to (K), inclusive, of paragraph (6) of subdivision (a) of Section 65913.4.

(D) The proposed urban lot split would not require demolition or alteration of any of the following types of housing:

(i) Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.

(ii) Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.

(iii) A parcel or parcels on which an owner of residential real property has exercised the owner's rights under Chapter 12.75 (commencing with Section 7060) of Division 7 of Title 1 to withdraw accommodations from rent or lease within 15 years before the date that the development proponent submits an application.

(iv) Housing that has been occupied by a tenant in the last three years.

(E) The parcel is not located within a historic district or property included on the State Historic Resources Inventory, as defined in Section 5020.1 of the Public Resources Code, or within a site that is designated or listed as a city or county landmark or historic property or district pursuant to a city or county ordinance.

(F) The parcel has not been established through prior exercise of an urban lot split as provided for in this section.

(G) Neither the owner of the parcel being subdivided nor any person acting in concert with the owner has previously subdivided an adjacent parcel using an urban lot split as provided for in this section.

(b) An application for a parcel map for an urban lot split shall be approved in accordance with the following requirements:

(1) A local agency shall approve or deny an application for a parcel map for an urban lot split ministerially without discretionary review.

(2) A local agency shall approve an urban lot split only if it conforms to all applicable objective requirements of the Subdivision Map Act (Division

2 (commencing with Section 66410)), except as otherwise expressly provided in this section.

(3) Notwithstanding Section 66411.1, a local agency shall not impose regulations that require dedications of rights-of-way or the construction of offsite improvements for the parcels being created as a condition of issuing a parcel map for an urban lot split pursuant to this section.

(c) (1) Except as provided in paragraph (2), notwithstanding any local law, a local agency may impose objective zoning standards, objective subdivision standards, and objective design review standards applicable to a parcel created by an urban lot split that do not conflict with this section.

(2) A local agency shall not impose objective zoning standards, objective subdivision standards, and objective design review standards that would have the effect of physically precluding the construction of two units on either of the resulting parcels or that would result in a unit size of less than 800 square feet.

(3) (A) Notwithstanding paragraph (2), no setback shall be required for an existing structure or a structure constructed in the same location and to the same dimensions as an existing structure.

(B) Notwithstanding paragraph (2), in all other circumstances not described in subparagraph (A), a local agency may require a setback of up to four feet from the side and rear lot lines.

(d) Notwithstanding subdivision (a), a local agency may deny an urban lot split if the building official makes a written finding, based upon a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact, as defined and determined in paragraph (2) of subdivision (d) of Section 65589.5, upon public health and safety or the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

(e) In addition to any conditions established in accordance with this section, a local agency may require any of the following conditions when considering an application for a parcel map for an urban lot split:

(1) Easements required for the provision of public services and facilities.

(2) A requirement that the parcels have access to, provide access to, or adjoin the public right-of-way.

(3) Off-street parking of up to one space per unit, except that a local agency shall not impose parking requirements in either of the following instances:

(A) The parcel is located within one-half mile walking distance of either a high-quality transit corridor as defined in subdivision (b) of Section 21155 of the Public Resources Code, or a major transit stop as defined in Section 21064.3 of the Public Resources Code.

(B) There is a car share vehicle located within one block of the parcel.

(f) A local agency shall require that the uses allowed on a lot created by this section be limited to residential uses.

(g) (1) A local agency shall require an applicant for an urban lot split to sign an affidavit stating that the applicant intends to occupy one of the

housing units as their principal residence for a minimum of three years from the date of the approval of the urban lot split.

(2) This subdivision shall not apply to an applicant that is a "community land trust," as defined in clause (ii) of subparagraph (C) of paragraph (11) of subdivision (a) of Section 402.1 of the Revenue and Taxation Code, or is a "qualified nonprofit corporation" as described in Section 214.15 of the Revenue and Taxation Code.

(3) A local agency shall not impose additional owner occupancy standards, other than provided for in this subdivision, on an urban lot split pursuant to this section.

(h) A local agency shall require that a rental of any unit created pursuant to this section be for a term longer than 30 days.

(i) A local agency shall not require, as a condition for ministerial approval of a parcel map application for the creation of an urban lot split, the correction of nonconforming zoning conditions.

(j) (1) Notwithstanding any provision of Section 65852.2, 65852.21, 65852.22, 65915, or this section, a local agency shall not be required to permit more than two units on a parcel created through the exercise of the authority contained within this section.

(2) For the purposes of this section, "unit" means any dwelling unit, including, but not limited to, a unit or units created pursuant to Section 65852.21, a primary dwelling, an accessory dwelling unit as defined in Section 65852.2, or a junior accessory dwelling unit as defined in Section 65852.22.

(k) Notwithstanding paragraph (3) of subdivision (c), an application shall not be rejected solely because it proposes adjacent or connected structures provided that the structures meet building code safety standards and are sufficient to allow separate conveyance.

(*l*) Local agencies shall include the number of applications for parcel maps for urban lot splits pursuant to this section in the annual housing element report as required by subparagraph (I) of paragraph (2) of subdivision (a) of Section 65400.

(m) For purposes of this section, both of the following shall apply:

(1) "Objective zoning standards," "objective subdivision standards," and "objective design review standards" mean standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal. These standards may be embodied in alternative objective land use specifications adopted by a local agency, and may include, but are not limited to, housing overlay zones, specific plans, inclusionary zoning ordinances, and density bonus ordinances.

(2) "Local agency" means a city, county, or city and county, whether general law or chartered.

(n) A local agency may adopt an ordinance to implement the provisions of this section. An ordinance adopted to implement this section shall not be

considered a project under Division 13 (commencing with Section 21000) of the Public Resources Code.

(o) Nothing in this section shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code), except that the local agency shall not be required to hold public hearings for coastal development permit applications for urban lot splits pursuant to this section.

SEC. 3. Section 66452.6 of the Government Code is amended to read:

66452.6. (a) (1) An approved or conditionally approved tentative map shall expire 24 months after its approval or conditional approval, or after any additional period of time as may be prescribed by local ordinance, not to exceed an additional 24 months. However, if the subdivider is required to expend two hundred thirty-six thousand seven hundred ninety dollars ($236,790) or more to construct, improve, or finance the construction or improvement of public improvements outside the property boundaries of the tentative map, excluding improvements of public rights-of-way that abut the boundary of the property to be subdivided and that are reasonably related to the development of that property, each filing of a final map authorized by Section 66456.1 shall extend the expiration of the approved or conditionally approved tentative map by 48 months from the date of its expiration, as provided in this section, or the date of the previously filed final map, whichever is later. The extensions shall not extend the tentative map more than 10 years from its approval or conditional approval. However, a tentative map on property subject to a development agreement authorized by Article 2.5 (commencing with Section 65864) of Chapter 4 of Division 1 may be extended for the period of time provided for in the agreement, but not beyond the duration of the agreement. The number of phased final maps that may be filed shall be determined by the advisory agency at the time of the approval or conditional approval of the tentative map.

(2) Commencing January 1, 2012, and each calendar year thereafter, the amount of two hundred thirty-six thousand seven hundred ninety dollars ($236,790) shall be annually increased by operation of law according to the adjustment for inflation set forth in the statewide cost index for class B construction, as determined by the State Allocation Board at its January meeting. The effective date of each annual adjustment shall be March 1. The adjusted amount shall apply to tentative and vesting tentative maps whose applications were received after the effective date of the adjustment.

(3) “Public improvements,” as used in this subdivision, include traffic controls, streets, roads, highways, freeways, bridges, overcrossings, street interchanges, flood control or storm drain facilities, sewer facilities, water facilities, and lighting facilities.

(b) (1) The period of time specified in subdivision (a), including any extension thereof granted pursuant to subdivision (e), shall not include any period of time during which a development moratorium, imposed after approval of the tentative map, is in existence. However, the length of the moratorium shall not exceed five years.

(2) The length of time specified in paragraph (1) shall be extended for up to three years, but in no event beyond January 1, 1992, during the pendency of any lawsuit in which the subdivider asserts, and the local agency that approved or conditionally approved the tentative map denies, the existence or application of a development moratorium to the tentative map.

(3) Once a development moratorium is terminated, the map shall be valid for the same period of time as was left to run on the map at the time that the moratorium was imposed. However, if the remaining time is less than 120 days, the map shall be valid for 120 days following the termination of the moratorium.

(c) The period of time specified in subdivision (a), including any extension thereof granted pursuant to subdivision (e), shall not include the period of time during which a lawsuit involving the approval or conditional approval of the tentative map is or was pending in a court of competent jurisdiction, if the stay of the time period is approved by the local agency pursuant to this section. After service of the initial petition or complaint in the lawsuit upon the local agency, the subdivider may apply to the local agency for a stay pursuant to the local agency's adopted procedures. Within 40 days after receiving the application, the local agency shall either stay the time period for up to five years or deny the requested stay. The local agency may, by ordinance, establish procedures for reviewing the requests, including, but not limited to, notice and hearing requirements, appeal procedures, and other administrative requirements.

(d) The expiration of the approved or conditionally approved tentative map shall terminate all proceedings and no final map or parcel map of all or any portion of the real property included within the tentative map shall be filed with the legislative body without first processing a new tentative map. Once a timely filing is made, subsequent actions of the local agency, including, but not limited to, processing, approving, and recording, may lawfully occur after the date of expiration of the tentative map. Delivery to the county surveyor or city engineer shall be deemed a timely filing for purposes of this section.

(e) Upon application of the subdivider filed before the expiration of the approved or conditionally approved tentative map, the time at which the map expires pursuant to subdivision (a) may be extended by the legislative body or by an advisory agency authorized to approve or conditionally approve tentative maps for a period or periods not exceeding a total of six years. The period of extension specified in this subdivision shall be in addition to the period of time provided by subdivision (a). Before the expiration of an approved or conditionally approved tentative map, upon an application by the subdivider to extend that map, the map shall automatically be extended for 60 days or until the application for the extension is approved, conditionally approved, or denied, whichever occurs first. If the advisory agency denies a subdivider's application for an extension, the subdivider may appeal to the legislative body within 15 days after the advisory agency has denied the extension.

(f) For purposes of this section, a development moratorium includes a water or sewer moratorium, or a water and sewer moratorium, as well as other actions of public agencies that regulate land use, development, or the provision of services to the land, including the public agency with the authority to approve or conditionally approve the tentative map, which thereafter prevents, prohibits, or delays the approval of a final or parcel map. A development moratorium shall also be deemed to exist for purposes of this section for any period of time during which a condition imposed by the city or county could not be satisfied because of either of the following:

(1) The condition was one that, by its nature, necessitated action by the city or county, and the city or county either did not take the necessary action or by its own action or inaction was prevented or delayed in taking the necessary action before expiration of the tentative map.

(2) The condition necessitates acquisition of real property or any interest in real property from a public agency, other than the city or county that approved or conditionally approved the tentative map, and that other public agency fails or refuses to convey the property interest necessary to satisfy the condition. However, nothing in this subdivision shall be construed to require any public agency to convey any interest in real property owned by it. A development moratorium specified in this paragraph shall be deemed to have been imposed either on the date of approval or conditional approval of the tentative map, if evidence was included in the public record that the public agency that owns or controls the real property or any interest therein may refuse to convey that property or interest, or on the date that the public agency that owns or controls the real property or any interest therein receives an offer by the subdivider to purchase that property or interest for fair market value, whichever is later. A development moratorium specified in this paragraph shall extend the tentative map up to the maximum period as set forth in subdivision (b), but not later than January 1, 1992, so long as the public agency that owns or controls the real property or any interest therein fails or refuses to convey the necessary property interest, regardless of the reason for the failure or refusal, except that the development moratorium shall be deemed to terminate 60 days after the public agency has officially made, and communicated to the subdivider, a written offer or commitment binding on the agency to convey the necessary property interest for a fair market value, paid in a reasonable time and manner.

SEC. 4. The Legislature finds and declares that ensuring access to affordable housing is a matter of statewide concern and not a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, Sections 1 and 2 of this act adding Sections 65852.21 and 66411.7 to the Government Code and Section 3 of this act amending Section 66452.6 of the Government Code apply to all cities, including charter cities.

SEC. 5. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act or

because costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

O

City of Orange

1/2 Mile Buffer of Bus Stops

Legend

- Bus Stops
- 1/2 Mile Buffer of Bus Stops
- 1/2 Mile Buffer of High Frequency Bus Stops
- Eichler Tracts
- Orange Historic District

N W E S

0.5 0.25 0 0.5 Miles

September 2021

Agenda Item

City Council

Item #: 9.2. 10/24/2023 **File #:** 23-0720

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 Introduction and First Reading of an ordinance adding Chapter 8.38 of Title 8 ("Health and Safety") to the Orange Municipal Code relating to the registration and monitoring of vacant properties and adoption of a resolution setting the amount of fees for registration, monitoring and appeals.

2. SUMMARY

Staff is requesting to continue this item to a date uncertain.

3. RECOMMENDED ACTION

Continue to a date uncertain.

Agenda Item

City Council

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

THRU: **Tom Kisela, City Manager**

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

1. SUBJECT

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2. SUMMARY

Staff is requesting to continue this item to a date uncertain.

3. RECOMMENDED ACTION

Continue to a date uncertain.

STATE OF CALIFORNIA
AUTHENTICATED
ELECTRONIC LEGAL MATERIAL

Senate Bill No. 9

CHAPTER 162

An act to amend Section 66452.6 of, and to add Sections 65852.21 and 66411.7 to, the Government Code, relating to land use.

[Approved by Governor September 16, 2021. Filed with Secretary of State September 16, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

SB 9, Atkins. Housing development: approvals.

The Planning and Zoning Law provides for the creation of accessory dwelling units by local ordinance, or, if a local agency has not adopted an ordinance, by ministerial approval, in accordance with specified standards and conditions.

This bill, among other things, would require a proposed housing development containing no more than 2 residential units within a single-family residential zone to be considered ministerially, without discretionary review or hearing, if the proposed housing development meets certain requirements, including, but not limited to, that the proposed housing development would not require demolition or alteration of housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income, that the proposed housing development does not allow for the demolition of more than 25% of the existing exterior structural walls, except as provided, and that the development is not located within a historic district, is not included on the State Historic Resources Inventory, or is not within a site that is legally designated or listed as a city or county landmark or historic property or district.

The bill would set forth what a local agency can and cannot require in approving the construction of 2 residential units, including, but not limited to, authorizing a local agency to impose objective zoning standards, objective subdivision standards, and objective design standards, as defined, unless those standards would have the effect of physically precluding the construction of up to 2 units or physically precluding either of the 2 units from being at least 800 square feet in floor area, prohibiting the imposition of setback requirements under certain circumstances, and setting maximum setback requirements under all other circumstances.

The Subdivision Map Act vests the authority to regulate and control the design and improvement of subdivisions in the legislative body of a local agency and sets forth procedures governing the local agency's processing, approval, conditional approval or disapproval, and filing of tentative, final, and parcel maps, and the modification of those maps. Under the Subdivision Map Act, an approved or conditionally approved tentative map expires 24

months after its approval or conditional approval or after any additional period of time as prescribed by local ordinance, not to exceed an additional 12 months, except as provided.

This bill, among other things, would require a local agency to ministerially approve a parcel map for an urban lot split that meets certain requirements, including, but not limited to, that the urban lot split would not require the demolition or alteration of housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income, that the parcel is located within a single-family residential zone, and that the parcel is not located within a historic district, is not included on the State Historic Resources Inventory, or is not within a site that is legally designated or listed as a city or county landmark or historic property or district.

The bill would set forth what a local agency can and cannot require in approving an urban lot split, including, but not limited to, authorizing a local agency to impose objective zoning standards, objective subdivision standards, and objective design standards, as defined, unless those standards would have the effect of physically precluding the construction of 2 units, as defined, on either of the resulting parcels or physically precluding either of the 2 units from being at least 800 square feet in floor area, prohibiting the imposition of setback requirements under certain circumstances, and setting maximum setback requirements under all other circumstances. The bill would require an applicant to sign an affidavit stating that they intend to occupy one of the housing units as their principal residence for a minimum of 3 years from the date of the approval of the urban lot split, unless the applicant is a community land trust or a qualified nonprofit corporation, as specified. The bill would prohibit a local agency from imposing any additional owner occupancy standards on applicants. By requiring applicants to sign affidavits, thereby expanding the crime of perjury, the bill would impose a state-mandated local program.

The bill would also extend the limit on the additional period that may be provided by ordinance, as described above, from 12 months to 24 months and would make other conforming or nonsubstantive changes.

The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of, an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment. CEQA does not apply to the approval of ministerial projects.

This bill, by establishing the ministerial review processes described above, would thereby exempt the approval of projects subject to those processes from CEQA.

The California Coastal Act of 1976 provides for the planning and regulation of development, under a coastal development permit process, within the coastal zone, as defined, that shall be based on various coastal resources planning and management policies set forth in the act.

This bill would exempt a local agency from being required to hold public hearings for coastal development permit applications for housing developments and urban lot splits pursuant to the above provisions.

By increasing the duties of local agencies with respect to land use regulations, the bill would impose a state-mandated local program.

The bill would include findings that changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for specified reasons.

The people of the State of California do enact as follows:

SECTION 1. Section 65852.21 is added to the Government Code, to read:

65852.21. (a) A proposed housing development containing no more than two residential units within a single-family residential zone shall be considered ministerially, without discretionary review or a hearing, if the proposed housing development meets all of the following requirements:

(1) The parcel subject to the proposed housing development is located within a city, the boundaries of which include some portion of either an urbanized area or urban cluster, as designated by the United States Census Bureau, or, for unincorporated areas, a legal parcel wholly within the boundaries of an urbanized area or urban cluster, as designated by the United States Census Bureau.

(2) The parcel satisfies the requirements specified in subparagraphs (B) to (K), inclusive, of paragraph (6) of subdivision (a) of Section 65913.4.

(3) Notwithstanding any provision of this section or any local law, the proposed housing development would not require demolition or alteration of any of the following types of housing:

(A) Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.

(B) Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.

(C) Housing that has been occupied by a tenant in the last three years.

(4) The parcel subject to the proposed housing development is not a parcel on which an owner of residential real property has exercised the owner's rights under Chapter 12.75 (commencing with Section 7060) of Division 7 of Title 1 to withdraw accommodations from rent or lease within 15 years before the date that the development proponent submits an application.

(5) The proposed housing development does not allow the demolition of more than 25 percent of the existing exterior structural walls, unless the housing development meets at least one of the following conditions:

(A) If a local ordinance so allows.

(B) The site has not been occupied by a tenant in the last three years.

(6) The development is not located within a historic district or property included on the State Historic Resources Inventory, as defined in Section 5020.1 of the Public Resources Code, or within a site that is designated or listed as a city or county landmark or historic property or district pursuant to a city or county ordinance.

(b) (1) Notwithstanding any local law and except as provided in paragraph (2), a local agency may impose objective zoning standards, objective subdivision standards, and objective design review standards that do not conflict with this section.

(2) (A) The local agency shall not impose objective zoning standards, objective subdivision standards, and objective design standards that would have the effect of physically precluding the construction of up to two units or that would physically preclude either of the two units from being at least 800 square feet in floor area.

(B) (i) Notwithstanding subparagraph (A), no setback shall be required for an existing structure or a structure constructed in the same location and to the same dimensions as an existing structure.

(ii) Notwithstanding subparagraph (A), in all other circumstances not described in clause (i), a local agency may require a setback of up to four feet from the side and rear lot lines.

(c) In addition to any conditions established in accordance with subdivision (b), a local agency may require any of the following conditions when considering an application for two residential units as provided for in this section:

(1) Off-street parking of up to one space per unit, except that a local agency shall not impose parking requirements in either of the following instances:

(A) The parcel is located within one-half mile walking distance of either a high-quality transit corridor, as defined in subdivision (b) of Section 21155 of the Public Resources Code, or a major transit stop, as defined in Section 21064.3 of the Public Resources Code.

(B) There is a car share vehicle located within one block of the parcel.

(2) For residential units connected to an onsite wastewater treatment system, a percolation test completed within the last 5 years, or, if the percolation test has been recertified, within the last 10 years.

(d) Notwithstanding subdivision (a), a local agency may deny a proposed housing development project if the building official makes a written finding, based upon a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact, as defined and determined in paragraph (2) of subdivision (d) of Section 65589.5, upon public health and safety or the physical environment and for which there is

no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

(e) A local agency shall require that a rental of any unit created pursuant to this section be for a term longer than 30 days.

(f) Notwithstanding Section 65852.2 or 65852.22, a local agency shall not be required to permit an accessory dwelling unit or a junior accessory dwelling unit on parcels that use both the authority contained within this section and the authority contained in Section 66411.7.

(g) Notwithstanding subparagraph (B) of paragraph (2) of subdivision (b), an application shall not be rejected solely because it proposes adjacent or connected structures provided that the structures meet building code safety standards and are sufficient to allow separate conveyance.

(h) Local agencies shall include units constructed pursuant to this section in the annual housing element report as required by subparagraph (I) of paragraph (2) of subdivision (a) of Section 65400.

(i) For purposes of this section, all of the following apply:

(1) A housing development contains two residential units if the development proposes no more than two new units or if it proposes to add one new unit to one existing unit.

(2) The terms "objective zoning standards," "objective subdivision standards," and "objective design review standards" mean standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal. These standards may be embodied in alternative objective land use specifications adopted by a local agency, and may include, but are not limited to, housing overlay zones, specific plans, inclusionary zoning ordinances, and density bonus ordinances.

(3) "Local agency" means a city, county, or city and county, whether general law or chartered.

(j) A local agency may adopt an ordinance to implement the provisions of this section. An ordinance adopted to implement this section shall not be considered a project under Division 13 (commencing with Section 21000) of the Public Resources Code.

(k) Nothing in this section shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code), except that the local agency shall not be required to hold public hearings for coastal development permit applications for a housing development pursuant to this section.

SEC. 2. Section 66411.7 is added to the Government Code, to read:

66411.7. (a) Notwithstanding any other provision of this division and any local law, a local agency shall ministerially approve, as set forth in this section, a parcel map for an urban lot split only if the local agency determines that the parcel map for the urban lot split meets all the following requirements:

(1) The parcel map subdivides an existing parcel to create no more than two new parcels of approximately equal lot area provided that one parcel shall not be smaller than 40 percent of the lot area of the original parcel proposed for subdivision.

(2) (A) Except as provided in subparagraph (B), both newly created parcels are no smaller than 1,200 square feet.

(B) A local agency may by ordinance adopt a smaller minimum lot size subject to ministerial approval under this subdivision.

(3) The parcel being subdivided meets all the following requirements:

(A) The parcel is located within a single-family residential zone.

(B) The parcel subject to the proposed urban lot split is located within a city, the boundaries of which include some portion of either an urbanized area or urban cluster, as designated by the United States Census Bureau, or, for unincorporated areas, a legal parcel wholly within the boundaries of an urbanized area or urban cluster, as designated by the United States Census Bureau.

(C) The parcel satisfies the requirements specified in subparagraphs (B) to (K), inclusive, of paragraph (6) of subdivision (a) of Section 65913.4.

(D) The proposed urban lot split would not require demolition or alteration of any of the following types of housing:

(i) Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.

(ii) Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.

(iii) A parcel or parcels on which an owner of residential real property has exercised the owner's rights under Chapter 12.75 (commencing with Section 7060) of Division 7 of Title 1 to withdraw accommodations from rent or lease within 15 years before the date that the development proponent submits an application.

(iv) Housing that has been occupied by a tenant in the last three years.

(E) The parcel is not located within a historic district or property included on the State Historic Resources Inventory, as defined in Section 5020.1 of the Public Resources Code, or within a site that is designated or listed as a city or county landmark or historic property or district pursuant to a city or county ordinance.

(F) The parcel has not been established through prior exercise of an urban lot split as provided for in this section.

(G) Neither the owner of the parcel being subdivided nor any person acting in concert with the owner has previously subdivided an adjacent parcel using an urban lot split as provided for in this section.

(b) An application for a parcel map for an urban lot split shall be approved in accordance with the following requirements:

(1) A local agency shall approve or deny an application for a parcel map for an urban lot split ministerially without discretionary review.

(2) A local agency shall approve an urban lot split only if it conforms to all applicable objective requirements of the Subdivision Map Act (Division

2 (commencing with Section 66410)), except as otherwise expressly provided in this section.

(3) Notwithstanding Section 66411.1, a local agency shall not impose regulations that require dedications of rights-of-way or the construction of offsite improvements for the parcels being created as a condition of issuing a parcel map for an urban lot split pursuant to this section.

(c) (1) Except as provided in paragraph (2), notwithstanding any local law, a local agency may impose objective zoning standards, objective subdivision standards, and objective design review standards applicable to a parcel created by an urban lot split that do not conflict with this section.

(2) A local agency shall not impose objective zoning standards, objective subdivision standards, and objective design review standards that would have the effect of physically precluding the construction of two units on either of the resulting parcels or that would result in a unit size of less than 800 square feet.

(3) (A) Notwithstanding paragraph (2), no setback shall be required for an existing structure or a structure constructed in the same location and to the same dimensions as an existing structure.

(B) Notwithstanding paragraph (2), in all other circumstances not described in subparagraph (A), a local agency may require a setback of up to four feet from the side and rear lot lines.

(d) Notwithstanding subdivision (a), a local agency may deny an urban lot split if the building official makes a written finding, based upon a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact, as defined and determined in paragraph (2) of subdivision (d) of Section 65589.5, upon public health and safety or the physical environment and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

(e) In addition to any conditions established in accordance with this section, a local agency may require any of the following conditions when considering an application for a parcel map for an urban lot split:

(1) Easements required for the provision of public services and facilities.

(2) A requirement that the parcels have access to, provide access to, or adjoin the public right-of-way.

(3) Off-street parking of up to one space per unit, except that a local agency shall not impose parking requirements in either of the following instances:

(A) The parcel is located within one-half mile walking distance of either a high-quality transit corridor as defined in subdivision (b) of Section 21155 of the Public Resources Code, or a major transit stop as defined in Section 21064.3 of the Public Resources Code.

(B) There is a car share vehicle located within one block of the parcel.

(f) A local agency shall require that the uses allowed on a lot created by this section be limited to residential uses.

(g) (1) A local agency shall require an applicant for an urban lot split to sign an affidavit stating that the applicant intends to occupy one of the

housing units as their principal residence for a minimum of three years from the date of the approval of the urban lot split.

(2) This subdivision shall not apply to an applicant that is a "community land trust," as defined in clause (ii) of subparagraph (C) of paragraph (11) of subdivision (a) of Section 402.1 of the Revenue and Taxation Code, or is a "qualified nonprofit corporation" as described in Section 214.15 of the Revenue and Taxation Code.

(3) A local agency shall not impose additional owner occupancy standards, other than provided for in this subdivision, on an urban lot split pursuant to this section.

(h) A local agency shall require that a rental of any unit created pursuant to this section be for a term longer than 30 days.

(i) A local agency shall not require, as a condition for ministerial approval of a parcel map application for the creation of an urban lot split, the correction of nonconforming zoning conditions.

(j) (1) Notwithstanding any provision of Section 65852.2, 65852.21, 65852.22, 65915, or this section, a local agency shall not be required to permit more than two units on a parcel created through the exercise of the authority contained within this section.

(2) For the purposes of this section, "unit" means any dwelling unit, including, but not limited to, a unit or units created pursuant to Section 65852.21, a primary dwelling, an accessory dwelling unit as defined in Section 65852.2, or a junior accessory dwelling unit as defined in Section 65852.22.

(k) Notwithstanding paragraph (3) of subdivision (c), an application shall not be rejected solely because it proposes adjacent or connected structures provided that the structures meet building code safety standards and are sufficient to allow separate conveyance.

(*l*) Local agencies shall include the number of applications for parcel maps for urban lot splits pursuant to this section in the annual housing element report as required by subparagraph (I) of paragraph (2) of subdivision (a) of Section 65400.

(m) For purposes of this section, both of the following shall apply:

(1) "Objective zoning standards," "objective subdivision standards," and "objective design review standards" mean standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal. These standards may be embodied in alternative objective land use specifications adopted by a local agency, and may include, but are not limited to, housing overlay zones, specific plans, inclusionary zoning ordinances, and density bonus ordinances.

(2) "Local agency" means a city, county, or city and county, whether general law or chartered.

(n) A local agency may adopt an ordinance to implement the provisions of this section. An ordinance adopted to implement this section shall not be

considered a project under Division 13 (commencing with Section 21000) of the Public Resources Code.

(o) Nothing in this section shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code), except that the local agency shall not be required to hold public hearings for coastal development permit applications for urban lot splits pursuant to this section.

SEC. 3. Section 66452.6 of the Government Code is amended to read:

66452.6. (a) (1) An approved or conditionally approved tentative map shall expire 24 months after its approval or conditional approval, or after any additional period of time as may be prescribed by local ordinance, not to exceed an additional 24 months. However, if the subdivider is required to expend two hundred thirty-six thousand seven hundred ninety dollars ($236,790) or more to construct, improve, or finance the construction or improvement of public improvements outside the property boundaries of the tentative map, excluding improvements of public rights-of-way that abut the boundary of the property to be subdivided and that are reasonably related to the development of that property, each filing of a final map authorized by Section 66456.1 shall extend the expiration of the approved or conditionally approved tentative map by 48 months from the date of its expiration, as provided in this section, or the date of the previously filed final map, whichever is later. The extensions shall not extend the tentative map more than 10 years from its approval or conditional approval. However, a tentative map on property subject to a development agreement authorized by Article 2.5 (commencing with Section 65864) of Chapter 4 of Division 1 may be extended for the period of time provided for in the agreement, but not beyond the duration of the agreement. The number of phased final maps that may be filed shall be determined by the advisory agency at the time of the approval or conditional approval of the tentative map.

(2) Commencing January 1, 2012, and each calendar year thereafter, the amount of two hundred thirty-six thousand seven hundred ninety dollars ($236,790) shall be annually increased by operation of law according to the adjustment for inflation set forth in the statewide cost index for class B construction, as determined by the State Allocation Board at its January meeting. The effective date of each annual adjustment shall be March 1. The adjusted amount shall apply to tentative and vesting tentative maps whose applications were received after the effective date of the adjustment.

(3) “Public improvements,” as used in this subdivision, include traffic controls, streets, roads, highways, freeways, bridges, overcrossings, street interchanges, flood control or storm drain facilities, sewer facilities, water facilities, and lighting facilities.

(b) (1) The period of time specified in subdivision (a), including any extension thereof granted pursuant to subdivision (e), shall not include any period of time during which a development moratorium, imposed after approval of the tentative map, is in existence. However, the length of the moratorium shall not exceed five years.

(2) The length of time specified in paragraph (1) shall be extended for up to three years, but in no event beyond January 1, 1992, during the pendency of any lawsuit in which the subdivider asserts, and the local agency that approved or conditionally approved the tentative map denies, the existence or application of a development moratorium to the tentative map.

(3) Once a development moratorium is terminated, the map shall be valid for the same period of time as was left to run on the map at the time that the moratorium was imposed. However, if the remaining time is less than 120 days, the map shall be valid for 120 days following the termination of the moratorium.

(c) The period of time specified in subdivision (a), including any extension thereof granted pursuant to subdivision (e), shall not include the period of time during which a lawsuit involving the approval or conditional approval of the tentative map is or was pending in a court of competent jurisdiction, if the stay of the time period is approved by the local agency pursuant to this section. After service of the initial petition or complaint in the lawsuit upon the local agency, the subdivider may apply to the local agency for a stay pursuant to the local agency's adopted procedures. Within 40 days after receiving the application, the local agency shall either stay the time period for up to five years or deny the requested stay. The local agency may, by ordinance, establish procedures for reviewing the requests, including, but not limited to, notice and hearing requirements, appeal procedures, and other administrative requirements.

(d) The expiration of the approved or conditionally approved tentative map shall terminate all proceedings and no final map or parcel map of all or any portion of the real property included within the tentative map shall be filed with the legislative body without first processing a new tentative map. Once a timely filing is made, subsequent actions of the local agency, including, but not limited to, processing, approving, and recording, may lawfully occur after the date of expiration of the tentative map. Delivery to the county surveyor or city engineer shall be deemed a timely filing for purposes of this section.

(e) Upon application of the subdivider filed before the expiration of the approved or conditionally approved tentative map, the time at which the map expires pursuant to subdivision (a) may be extended by the legislative body or by an advisory agency authorized to approve or conditionally approve tentative maps for a period or periods not exceeding a total of six years. The period of extension specified in this subdivision shall be in addition to the period of time provided by subdivision (a). Before the expiration of an approved or conditionally approved tentative map, upon an application by the subdivider to extend that map, the map shall automatically be extended for 60 days or until the application for the extension is approved, conditionally approved, or denied, whichever occurs first. If the advisory agency denies a subdivider's application for an extension, the subdivider may appeal to the legislative body within 15 days after the advisory agency has denied the extension.

(f) For purposes of this section, a development moratorium includes a water or sewer moratorium, or a water and sewer moratorium, as well as other actions of public agencies that regulate land use, development, or the provision of services to the land, including the public agency with the authority to approve or conditionally approve the tentative map, which thereafter prevents, prohibits, or delays the approval of a final or parcel map. A development moratorium shall also be deemed to exist for purposes of this section for any period of time during which a condition imposed by the city or county could not be satisfied because of either of the following:

(1) The condition was one that, by its nature, necessitated action by the city or county, and the city or county either did not take the necessary action or by its own action or inaction was prevented or delayed in taking the necessary action before expiration of the tentative map.

(2) The condition necessitates acquisition of real property or any interest in real property from a public agency, other than the city or county that approved or conditionally approved the tentative map, and that other public agency fails or refuses to convey the property interest necessary to satisfy the condition. However, nothing in this subdivision shall be construed to require any public agency to convey any interest in real property owned by it. A development moratorium specified in this paragraph shall be deemed to have been imposed either on the date of approval or conditional approval of the tentative map, if evidence was included in the public record that the public agency that owns or controls the real property or any interest therein may refuse to convey that property or interest, or on the date that the public agency that owns or controls the real property or any interest therein receives an offer by the subdivider to purchase that property or interest for fair market value, whichever is later. A development moratorium specified in this paragraph shall extend the tentative map up to the maximum period as set forth in subdivision (b), but not later than January 1, 1992, so long as the public agency that owns or controls the real property or any interest therein fails or refuses to convey the necessary property interest, regardless of the reason for the failure or refusal, except that the development moratorium shall be deemed to terminate 60 days after the public agency has officially made, and communicated to the subdivider, a written offer or commitment binding on the agency to convey the necessary property interest for a fair market value, paid in a reasonable time and manner.

SEC. 4. The Legislature finds and declares that ensuring access to affordable housing is a matter of statewide concern and not a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, Sections 1 and 2 of this act adding Sections 65852.21 and 66411.7 to the Government Code and Section 3 of this act amending Section 66452.6 of the Government Code apply to all cities, including charter cities.

SEC. 5. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act or

because costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

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