



# AGENDA

## City Council August 09, 2022

Rob Houston  
City Manager

Gary A. Sheatz  
City Attorney

Pamela Coleman  
City Clerk

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

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

MARK A. MURPHY  
Mayor

KIMBERLEE NICHOLS  
Mayor pro tem

CHIP MONACO  
Councilmember

ARIANNA BARRIOS  
Councilmember, District 1

JON DUMITRU  
Councilmember, District 2

KATHY TAVOULARIS  
Councilmember, District 3

ANA GUTIERREZ  
Councilmember, District 5

The City of Orange City Council welcomes you to this meeting and encourages your participation. Regular City Council meetings are held on the second 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](http://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 it 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](http://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 and address, and identifying 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 email or eComment**

Members of the public can submit their written comments electronically for City Council consideration by emailing them to [CCpubliccomment@cityoforange.org](mailto:CCpubliccomment@cityoforange.org) with the subject line "Public Comment Item # (insert the item number relevant to the comment)" or "Public Comment Non-agenda Item" for general public comments. The public can also submit written comments on the City's eComment page. Please visit the City's website at [www.cityoforange.org](http://www.cityoforange.org), click Current City Council Agenda, then click the eComment link for this meeting. To ensure distribution to the City Council prior to consideration of the agenda, we encourage the public to submit comments by 3:00 p.m. the day of the meeting. All public comments will be provided to the Council, posted on the City's website, and compiled as part of the record.

**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 and the caller's position will be summarized in the minutes.

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. ROLL CALL****2. PUBLIC COMMENTS ON CLOSED SESSION ITEMS**

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

**3. RECESS TO CLOSED SESSION****a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

Pursuant to Government Code Section 54956.9(a) & (d)(1) - Three cases

- 1) Name of case: Gary Steele v. City of Orange  
Orange County Superior Court Case No. 30-2022-01241193
- 2) Name of case: Rochelle Lyon v. City of Orange  
Orange County Superior Court Case No. 30-2021-01186049
- 3) Name of case: Mary's Kitchen, et al. v. City of Orange  
United States District Court Case No. 8:21-cv-01483-JVS-KES

**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**

Father Neil Edlin, St. Mary Magdalene Anglican Church

**1.2 PLEDGE OF ALLEGIANCE**

Councilmember Jon Dumitru

**1.3 ROLL CALL****1.4 PRESENTATIONS/ANNOUNCEMENTS**

Recognition of outgoing Board, Committee and Commission members

Memorial Adjournment in honor of Salvador Avila, founder of Avila's El Ranchito Restaurant

**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. Confirmation of warrant registers dated July 6, 7, 12, 15, 21, and 26, 2022.****Recommended Action:**

Approve.

**Attachments:**     [Staff Report](#)



**3.3. Approval of meeting minutes of the City Council of the City of Orange for the July 12, 2022, Regular Meeting.**

**Recommended Action:**

Approve minutes as presented.

**Attachments:**     [Staff Report](#)  
                              [July 12, 2022, Regular Meeting minutes](#)

**3.4. Second Amendment to License Agreement with the County of Orange for use of office space at Fire Station No. 7.**

**Recommended Action:**

Approve the amendment agreement with the County of Orange for use of office space at Fire Station No. 7; and authorize the Mayor and City Clerk to execute on behalf of the City.

**Attachments:**     [Staff Report](#)  
                              [Second Amendment with the County of Orange](#)

**3.5. Third Amendment to Agreement with Intratek Computer Inc., for helpdesk and desktop technical support and update on Information Technology services.**

**Recommended Action:**

Approve the amendment to agreement with Intratek Computer Inc. for helpdesk and desktop technical support; and authorize the Mayor and the City Clerk to execute on behalf of the City.

**Attachments:**     [Staff Report](#)  
                              [Third Amendment to Agreement with Intratek Computer](#)

**3.6. Appropriation of \$5,000 in revenue from community partnership donations.**

**Recommended Action:**

1. Accept into the City's revenue budget a \$5,000 community partner donation, into revenue account 100.7015.48390.30197, Donations-2022 Special Events Season.
2. Authorize the appropriation of \$5,000 in the expenditure account number 100.7015.51355.30197, General Fund - Special Events-2022 Season.

**Attachments:**     [Staff Report](#)

**3.7. Appropriation of \$192,516.14 in State of California Office of Emergency Services funding received.**

**Recommended Action:**

1. Accept into the City's revenue budget \$192,516.14 in strike team reimbursement funds from the California Office of Emergency Services (Cal-OES), into the revenue account numbers for Cal-OES reimbursements as specified in Section 6 of the staff

report.

2. Authorize the appropriation of \$190,469.12 into the expenditure account numbers for Overtime-Safety as specified in Section 6 of the staff report.
3. Authorize the appropriation of \$2,047.02 into the expenditure account numbers for Strike Team Expenditures as specified in Section 6 of the staff report.

**Attachments:**     [Staff Report](#)

**3.8. Appropriation of \$25,748 in designated continuing education funding received from the Rancho Santiago Community College District.**

**Recommended Action:**

1. Accept into the City's revenue budget \$25,748 in continuing education funds from Rancho Santiago Community College District into revenue account number 100.3023.48210.20234, General Fund - Santa Ana College Fire Training.
2. Authorize the appropriation of \$25,748 into expenditure account number 100.3023.51840.20234, General Fund - Santa Ana College Fire Training.

**Attachments:**     [Staff Report](#)  
                              [Standard Inter-Agency Instructional Services Agreement AGR-6589](#)

**3.9. Acceptance and appropriation of \$10,000 in American Recovery Act Program funding for Meal Gap Services.**

**Recommended Action:**

1. Accept into the City's revenue budget \$10,000 in American Recovery Act Program Funding from the County of Orange, into revenue account 550.7011.45150.30207, Reimbursable Capital Projects - Federal Grant Revenue.
2. Authorize the appropriation of \$10,000 to 550.7011.56510.30207, CIP-Other Capital Outlay-Meal Gap FY 23.

**Attachments:**     [Staff Report](#)  
                              [Subrecipient Agreement for Revenue Loss American Rescue Plan Act Funding](#)

**3.10. Approval of plans and specifications for Cannon Street at Serrano Avenue Intersection Improvements (SP-4086); and authorization to advertise for bids.**

**Recommended Action:**

Approve the plans and specifications and authorize advertising for Bid No. 22-23.05.

**Attachments:**     [Staff Report](#)  
                              [Location Map](#)

**3.11. Approval of plans and specifications for the Orange Library Interior Rehabilitation Project, and authorization to advertise for bids.**

**Recommended Action:**

Approve plans and specifications and authorize advertising for Bid No. 22-23.08.

**Attachments:**     [Staff Report](#)

**3.12. Claims for Damages.**

**Recommended Action:**

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

1. Immanuel Lutheran Church
2. Andrew Moser
3. Carlos De Brito
4. Canyon Glen Community Association
5. Jeff McCleary
6. Southern California Edison
7. Mercury Insurance a/s/o Kenya Avila

**Attachments:**     [Staff Report](#)

**3.13. Award of Contract to Crosstown Electrical & Data, Inc. for Tustin Street at La Veta Avenue - Rock Creek Drive Signal Modification; Bid No. 22-23.02.**

**Recommended Action:**

1. Authorize the appropriation of \$20,000 from the Fund 287 (TSIP Citywide) unreserved fund balance to expenditure account 287.5032.56100.20351, CIP-Tustin & La Veta Traffic Signal Upgrade.
2. Approve the contract with Crosstown Electrical & Data, Inc. in the total amount of \$115,145.80, representing an original bid amount of \$104,678, plus a 10% contingency of \$10,467.80, for Tustin Street and La Veta Avenue - Rock Creek Drive Traffic Signal Modification; and authorize the Mayor and City Clerk to execute on behalf of the City.

**Attachments:**     [Staff Report](#)  
                              [Bid Abstract](#)  
                              [Contract with Crosstown Electrical & Data, Inc.](#)

**3.14. Award of Contract to Delta Electric, LLC for the Replacement of Emergency Generator and Automatic Transfer Switch for Water Division Headquarters Project; Bid No. 21-22.41**

**Recommended Action:**

1. Award the contract to Delta Electric, LLC in the amount of \$ 184,000.50 for the Replacement of Emergency Generator and Automatic Transfer Switch; and authorize the Mayor and City Clerk to execute on behalf of the City.
2. Authorize 10% of the contract amount for contingency purposes.

**Attachments:**     [Staff Report](#)  
                              [Location Map](#)  
                              [Bid Abstract](#)  
                              [Contract with Delta Electric, LLC](#)

**3.15. Final Acceptance of Bid No. 21-22.31, Automatic Door Upgrade at City Hall; and authorization to file Notice of Completion.**

**Recommended Action:**

Accept the Automatic Door Upgrade at City Hall project (SP-4208) as complete, and authorize staff to file Notice of Completion with the County Recorder.

**Attachments:**     [Staff Report](#)  
                              [Notice of Completion and Acceptance](#)

**3.16. Final Acceptance of Bid No. 21-22.30, Painting and Carpet Replacement at Various Fire Stations; and authorization to file Notice of Completion.**

**Recommended Action:**

Accept Painting and Carpet Replacement at Various Fire Stations (SP-4209) as complete, and authorize staff to file Notice of Completion with the County Recorder.

**Attachments:**     [Staff Report](#)  
                              [Notice of Completion and Acceptance](#)

**3.17. Final Acceptance of Bid No. 21-22.24, Fire Station 5 Bathroom Remodel; and authorization to file Notice of Completion.**

**Recommended Action:**

Accept Fire Station 5 Bathroom Remodel as complete (SP-4200), and authorize staff to file Notice of Completion with the County Recorder.

**Attachments:**     [Staff Report](#)  
                              [Notice of Completion and Acceptance](#)

**3.18. Second Reading and adoption of an Ordinance of the City Council of the City of Orange amending Section 2.26.010.A of the Orange Municipal Code regarding duties of the City Treasurer. Ordinance No. 05-22.**

**Recommended Action:**

Adopt Ordinance No. 05-22.

**Attachments:**     [Staff Report](#)  
                              [Ordinance No. 05-22](#)

**3.19. Time extension for Tentative Tract Map No. 0050-20, Minor Site Plan Review No. 1016-20, and Negative Declaration No. 1871-20 - Mabury Tentative Tract Map**

**Recommended Action:**

Approve a one-year time extension based on Orange Municipal Code Section 17.08.060, and a six-year time extension based on Subdivision Map Act Section 66452.6(e) for Tentative Tract Map No. 0050-20, Minor Site Plan Review No. 1016-20,

and Negative Declaration No. 1871-20.

**Attachments:**     [Staff Report](#)  
                              [Attachment 1 Letter from Milan REI X LLC](#)  
                              [Attachment 2 City Council Resolution No. 11268](#)  
                              [Attachment 3 City Council Staff Report dated August 25, 2020](#)  
                              [Attachment 4 City Council Minutes dated August 25, 2020](#)

**3.20. Monthly Treasurer's Reports for April, May, and June 2022.**

**Recommended Action:**

Receive and file.

**Attachments:**     [Staff Report](#)  
                              [Investment Report for April 2022](#)  
                              [Investment Report for May 2022](#)  
                              [Investment Report for June 2022](#)

**3.21. Delegate authority to the City Manager to apply for and Make Industrial Disability Retirement Determinations. Resolution No. 11413.**

**Recommended Action:**

Adopt Resolution No. 11413. A Resolution of the City Council of the City of Orange Rescinding Resolution No. 11111 and Delegating Authority to the City Manager to Apply for and Make Industrial Disability Retirement Determinations.

**Attachments:**     [Staff Report](#)  
                              [Resolution No. 11413](#)

**END OF CONSENT CALENDAR**

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**4. REPORTS FROM MAYOR MURPHY**

**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. Highlight Local Business (Gutierrez & Barrios)**

**5.2. Park Events - Concert/Movie Series (Dumitru)**

**5.3. Public Noticing of Projects/Hearings (Dumitru)**

**5.4. City Council Rules of Decorum (Gutierrez)**

**5.5. Historic Cypress Street Barrio (Monaco)**

## **6. REPORTS FROM BOARDS, COMMITTEES, AND COMMISSIONS**

### **6.1. Appointment(s) to Investment and Audit Committee.**

**Recommended Action:**

Confirm Mayor Murphy's recommendation to appoint Jeff Grampp to a two-year term ending June 30, 2024; and Aaron Christensen to a one-year term ending June 30, 2023.

**Attachments:**     [Staff Report](#)  
                          [Resolution No. 11387](#)

## **7. ADMINISTRATIVE REPORTS**

### **7.1. Request for Proposal No. 22-23.06 for grant writing and legislative advocacy services.**

**Recommended Action:**

Approve Request for Proposal No. 22-23.06 for grant writing and legislative advocacy services.

**Attachments:**     [Staff Report](#)  
                          [RFP 22-23.06](#)

### **7.2. Review of City's Neighborhood Permit Parking Program policy**

**Recommended Action:**

Approve the proposed updates to the Neighborhood Permit Parking Program policy and implementation updates, dated August 9, 2022.

**Attachments:**     [Staff Report](#)  
                          [NPPP Policy Update 2022 \(Redlined\)](#)

### **7.3. Discussion of North Tustin Street Specific Plan Options**

**Recommended Action:**

Provide direction to staff on the North Tustin Street Specific Plan conceptual land use with consideration of options provided by staff and consideration of City Council's request for the formation of an ad-hoc committee.

**Attachments:**     [Staff Report](#)  
                          [Attachment 1 - Original Proposal and Existing Conditions Map](#)  
                          [Attachment 2 - List of Land Uses Permitted in Various Commercial Zones](#)

## **8. REPORTS FROM CITY MANAGER**

**9. ADJOURNMENT**

The City Council will Adjourn in Memory of Salvador Avila.

The next Regular City Council meeting will be held on Tuesday, September 13, 2022, 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 North Batavia Street, and uploaded to the City's website [www.cityoforange.org](http://www.cityoforange.org).

Date posted: August 4, 2022



# Agenda Item

## City Council

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**Item #:** 3.1.

**8/9/2022**

**File #:** 22-0450

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

**THRU:** Rob Houston, 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

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**Item #:** 3.1.

**8/9/2022**

**File #:** 22-0450

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

**THRU:** Rob Houston, 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

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**Item #:** 3.2.

**8/9/2022**

**File #:** 22-0451

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

**THRU:** Rob Houston, City Manager

**FROM:** Will Kolbow, Assistant City Manager/Administrative Services Director

### **1. SUBJECT**

Confirmation of warrant registers dated July 6, 7, 12, 15, 21, and 26, 2022.

### **2. SUMMARY**

The warrant writings for the above listed dates are on file in the Office of the City Clerk for Council reference.

### **3. RECOMMENDED ACTION**

Approve.

### **4. ATTACHMENTS**

- None



# Agenda Item

## City Council

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**Item #:** 3.2.

**8/9/2022**

**File #:** 22-0451

---

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

**THRU:** Rob Houston, City Manager

**FROM:** Will Kolbow, Assistant City Manager/Administrative Services Director

### **1. SUBJECT**

Confirmation of warrant registers dated July 6, 7, 12, 15, 21, and 26, 2022.

### **2. SUMMARY**

The warrant writings for the above listed dates are on file in the Office of the City Clerk for Council reference.

### **3. RECOMMENDED ACTION**

Approve.

### **4. ATTACHMENTS**

- None



# Agenda Item

## City Council

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**Item #:** 3.3.

**8/9/2022**

**File #:** 22-0479

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

**THRU:** Rob Houston, City Manager

**FROM:** Pamela Coleman, City Clerk

### **1. SUBJECT**

Approval of meeting minutes of the City Council of the City of Orange for the July 12, 2022, Regular Meeting.

### **2. SUMMARY**

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

### **3. RECOMMENDED ACTION**

Approve minutes as presented.

### **4. ATTACHMENTS**

- July 12, 2022, Regular Meeting minutes



# Agenda Item

## City Council

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**Item #:** 3.3.

**8/9/2022**

**File #:** 22-0479

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

**THRU:** Rob Houston, City Manager

**FROM:** Pamela Coleman, City Clerk

### **1. SUBJECT**

Approval of meeting minutes of the City Council of the City of Orange for the July 12, 2022, Regular Meeting.

### **2. SUMMARY**

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

### **3. RECOMMENDED ACTION**

Approve minutes as presented.

### **4. ATTACHMENTS**

- July 12, 2022, Regular Meeting minutes

## **MINUTES - DRAFT**

### **City of Orange**

#### **City Council**

July 12, 2022

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The City Council of the City of Orange, California convened on Tuesday, July 12, 2022, at 5:00 p.m. in a Regular Meeting in the Council Chamber, 300 E. Chapman Avenue, Orange, California.

Pursuant to California Government Code Section 54953(b), Councilmember Monaco participated in this meeting via teleconference from Marriott's Waiohai Beach Club, 2249 Poipu Road, Room 8104, Koloa, HI 96756. A copy of the agenda was posted at this location.

### **4:30 PM EMPLOYEE RECOGNITION**

#### **1. WELCOME**

Mayor Murphy welcomed everyone.

#### **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 5:00 p.m.

### **5:00 PM CLOSED SESSION**

#### **1. CALL TO ORDER**

Mayor Murphy called Closed Session to order at 5:03 p.m.

##### **1.1 ROLL CALL**

**Present:** Nichols, Monaco, Barrios, Tavoularis, Gutierrez, and Murphy

**Absent:** Dumitru

Councilmember Monaco joined Closed Session at 5:13 p.m. and participated via teleconference.

#### **2. PUBLIC COMMENTS ON CLOSED SESSION ITEMS**

None

**3. RECESS TO CLOSED SESSION**

The City Council recessed to Closed Session at 5:04 p.m. with all Members present, except Councilmember Dumitru who was absent and Councilmember Monaco who joined the session at 5:13 p.m. to discuss the following:

**a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

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

**4. CLOSED SESSION REPORT**

None

**5. ADJOURNMENT**

Closed Session was adjourned at 6:02 p.m.

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

Mayor Murphy called the meeting to order at 6:13 p.m.

**1.1 INVOCATION**

Given by Fr. Cheeyoon Chun from Holy Family Catholic Church.

**1.2 PLEDGE OF ALLEGIANCE**

Led by Councilmember Kathy Tavoularis.

**1.3 ROLL CALL**

Councilmember Monaco participated via teleconference.

**Present:** Nichols, Monaco, Barrios, Tavoularis, Gutierrez, and Murphy

**Absent:** Dumitru

**1.4 PRESENTATIONS/ANNOUNCEMENTS**

Recognition of outgoing Boards, Commissions, and Committees members. The following committee members were recognized: Library Board of Trustees member Steve Freeman for 11 years of service, Community Block Grant Program Committee member Fernando Rico for 19 years of service, and Community Block Grant Program Committee member Janice Mickelson-Weilmunster for 7 years of service (Ms. Mickelson-Weilmunster was not in attendance at the meeting).

Proclamation recognizing Sergeant Tom Bevins for 35 years of service to the Orange Police Department.

Memorial Adjournment in honor of retired City of Orange Reference Librarian Randal Robb.

Memorial Adjournment in honor of Joseph "Joe" Dumitru.

Mayor Murphy announced Item 7.1 would be continued to a date uncertain.

**7.1. Request for permit parking on sections of Palm Avenue, Park Lane (continued from May 10, 2022), and Wayfield Circle. Resolution No. 11412.**

**NOTE: STAFF IS REQUESTING TO CONTINUE THIS ITEM TO A DATE UNCERTAIN.**

Continued to a date uncertain.

**2. PUBLIC COMMENTS**

Public Speakers

Cher Carrera spoke about a map of the U.S. she painted on her street.

Chuck Walstead spoke in support of a skate park at Grijalva Sports Center.

Cindy Pace praised the 3rd of July event; and requested the City include the Space Force military branch of service in the military recognition medley next year.

Greg Baker spoke in opposition of a proposed cemetery near Palmyra Avenue.

Bernie Galasso spoke in opposition of a proposed cemetery near Palmyra Avenue.

Carole Walters criticized the public for speaking unkindly about City employees.

Sharon Galasso spoke in opposition of a proposed housing development at Chapman Avenue & Yorba Street; and a proposed cemetery near Palmyra Avenue.

Kimberly Bottomley spoke in support of a mural at El Camino Real Park.

Arnie Kimeldorf spoke in opposition of a proposed cemetery near Palmyra Avenue.

Sunnie White spoke in opposition of a proposed cemetery near Palmyra Avenue.

Adrienne Gladson commended the City of Orange 24/7 app, and requested review of the City's appeal process.

James Kushon, Orange Dog Park Association President, spoke in opposition of a proposed cemetery near Palmyra Avenue.

Jake Comber addressed the effects of climate change.

**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 June 3, 9, 17, 23, and 30, 2022.**

ACTION: Approved.



**3.3. Approval of meeting minutes of the City Council of the City of Orange for the June 14, 2022, Regular Meeting.**

ACTION: Approved minutes as presented.

**3.4. First Amendment to the Agreement with Nieves Landscape, Inc. for landscape maintenance services for the Santiago Hills Landscape Maintenance Assessment District.**

Note: Mayor pro tem Nichols abstained due to a potential conflict with a nearby property interest.

ACTION: 1) Approved the first amendment to the Agreement with Nieves Landscape, Inc. in the amount of \$262,735 for necessary median landscape maintenance within the Santiago Hills Landscape Maintenance Assessment District; and authorized the Mayor and City Clerk to execute on behalf of the City; and 2) Approved transfer of \$262,735 from account 291.7024.56015.20255 - Santiago Hills LAD General Renovations to account 291.7024.51431.00000 - Landscape Maintenance - City Property.

**3.5. Agreement with Mark Thomas & Company, Inc. for engineering design and environmental consulting services for the Cannon Street Widening Project.**

ACTION: Approved the agreement with Mark Thomas & Company, Inc. in the total amount of \$800,198, representing an original amount of \$762,093 plus a 5% contingency of \$38,105, for engineering and environmental compliance services; and authorized the Mayor and the City Clerk to execute on behalf of the City.

**3.6. Agreement with Abound Food Care for initial start-up costs related to the 517 W. Struck Transition Plan ineligible for CARES funding.**

A speaker card was submitted for Item 3.6; therefore, the item was removed from the Consent Calendar for separate consideration.

Public Speaker

Wadarek spoke in support of Mary's Kitchen.

ACTION: A motion was made by Mayor pro tem Nichols, seconded by Mayor Murphy, to approve the Agreement with Abound Food Care in the amount of \$100,000 for initial start-up costs related to the 517 W. Struck Transition Plan ineligible for CARES funding; and authorize the Mayor and City Clerk to execute on behalf of the City. The motion carried by the following vote:

**Ayes:** Nichols, Monaco, Barrios, Tavoularis, Gutierrez, and Murphy

**Noes:** None

**Absent:** Dumitru

**3.7. Agreement with the State of California, Department of California Highway Patrol for the Cannabis Tax Fund Grant Program for Fiscal Year 2022-2023. Resolution No. 11408.**

ACTION: 1) Approved agreement with the State of California, Department of California Highway Patrol in the amount of \$255,074.74 for the Cannabis Tax Fund Grant Program and authorized the City Manager to execute on behalf of the City.

2) Adopted Resolution No. 11408. A Resolution of the City Council of the City of Orange accepting funds in the amount of \$255,074.74 from the State of California Highway Patrol for the Cannabis Tax Fund Grant Program, and authorizing the Chief of Police or City Manager to execute the grant program Agreement and related documents.

3) Accepted into the City's revenue budget \$255,074.74 in grant funds from the State of California, Department of California Highway Patrol into revenue account number 100.4041.45495.30204 Cannabis Grant.

4) Authorized the appropriation of \$255,074.74 into the following expenditure accounts:

\$110,813.11 100.4041.50001.30204 Regular Salaries Safety - CTFGP

\$126,861.63 100.4041.50221.30204 Overtime Safety - CTFGP

\$ 17,400.00 100.4041.51830.30204 Overnight Training - CTFGP

**3.8. Agreement with Michael Baker International for Community Development Block Grant, HOME Investment Partnerships Program, and general grant management consulting services.**

ACTION: Approved the agreement with Michael Baker International in the amount of \$120,000 for Community Development Block Grant, HOME Investment Partnerships Program, and general grant management consulting services; and authorized the Mayor and City Clerk to execute on behalf of the City.

**3.9. First Amendment to Subrecipient Agreement with The HUB OC to provide on-site services, referrals, and resources for those experiencing homelessness as part of the 517 W. Struck Transition Plan.**

A speaker card was submitted for Item 3.9; therefore, the item was removed from the Consent Calendar for separate consideration. However the speaker was not present to speak.

ACTION: A motion was made by Mayor pro tem Nichols, seconded by Councilmember Barrios, to: 1) Authorize the appropriation of \$152,065 from the Community Development Block Grant (310) unreserved fund balance to expenditure account number 310.9645.51770.30200; and 2) Approve the First Amendment to the Subrecipient Agreement with The HUB OC in the amount of \$320,000, for a not-to-exceed total of \$650,000, for services in support of the 517 W. Struck Transition Plan; and authorize the Mayor and the City Clerk to execute on behalf of the City. The motion carried by the following vote:

**Ayes:** Nichols, Monaco, Barrios, Tavoularis, Gutierrez, and Murphy

**Noes:** None

**Absent:** Dumitru

**3.10. License Agreements for the use of public parking lots by nonprofit groups during the annual Orange International Street Fair event.**

A speaker card was submitted for Item 3.10; therefore, the item was removed from the Consent Calendar for separate consideration.

Public Speaker

Marilyn Moore, Orange County Friends of Music and Community Master Chorale, thanked the Council for their ongoing support of the Chorale.

ACTION: A motion was made by Mayor pro tem Nichols, seconded by Councilmember Barrios, to approve the License Agreements with Orange Elderly Services, Orange County Friends of Music, and the Orange Public Library Foundation, and authorize the City Manager to execute on behalf of the City. The motion carried by the following vote:

**Ayes:** Nichols, Monaco, Barrios, Tavoularis, Gutierrez, and Murphy

**Noes:** None

**Absent:** Dumitru

**3.11. Agreement with Darren Doerschel for continued TV and AV production support and systems maintenance services.**

ACTION: 1) Approved the agreement with Darren Doerschel in the amount of \$74,000 for continued television and audio-visual production support and systems maintenance services; and authorized the Mayor and City Clerk to execute on behalf of the City; and 2) Authorized the City Manager to exercise two annual extensions as contemplated in the Agreement.

**3.12. First Amendment to Agreement with Willdan Engineering for Building Official and On-Call Building Inspection Services.**

ACTION: Approved the First Amendment to agreement with Willdan Engineering for Building Official and On-Call Building Inspection Services; and authorized the Mayor and City Clerk to execute on behalf of the City.

**3.13. Appropriation of \$5,000 in designated grant funding received from California State Library.**

ACTION: 1) Accepted into the City's revenue budget \$5,000 in grant funds from California State Library into revenue account number 100.2001.45290.30203, General Fund - Discover Your State Parks; and 2) Authorized the appropriation of \$5,000 into expenditure account number 100.2016.53340.30203 General Fund - Discover Your State Parks.

**3.14. Appropriation of \$8,892.03 in grant funding received for Fiscal Year 2020-2021 Patrick Leahy Bulletproof Vest Partnership Grant from the U.S. Department of Justice.**

ACTION: 1) Accepted into the City's Fiscal Year 2021-2022 revenue budget \$8,892.03 in grant funds from the U.S. Department of Justice, into revenue account number 100.4011.45150.00000, Grant Revenue; and 2) Authorized the appropriation of \$8,892.03 into Fiscal Year 2021-2022 expenditure account number 100.4011.53030.00000 General Fund - Uniforms.

**3.15. Appropriation and allocation of funds under the HOME Investment Partnerships Program American Rescue Plan and approval of agreement with Michael Baker International for assistance in the development of the allocation plan for use of the funds.**

ACTION: 1) Accepted into the City's revenue budget \$82,759.30 in HOME Investment Partnerships Program American Rescue Plan funds from the U.S. Department of Housing and Urban Development into revenue account number 317.0000.45120.30206, Federal HUD Grants - HOME-ARP Grant; 2) Authorized the appropriation of \$22,759.30 from the HOME Fund (317) unreserved fund balance to expenditure account number 317.9640.50002.30206 - Regular Salaries - Misc -

HOME-ARP Admin; 3) Authorized the appropriation of \$60,000 from the HOME Fund (317) unreserved fund balance to expenditure account number 317.9640.51670.30206 - HOME-ARP Consulting Services; and 4) Approved an Agreement with Michael Baker International, Inc. in the amount of \$60,000 for consulting services in the development of the HOME-ARP allocation plan; and authorized the Mayor and City Clerk to execute on behalf of the City.

**3.16. Appropriation of \$10,788.26 in designated donation funding received from Laurie Marine Living Trust, Library patrons, and Orange Public Library Foundation.**

ACTION: 1) Accepted into the City's revenue budget \$10,788.26 in donation funds from Laurie Marine Living Trust, Library patrons, and Orange Public Library Foundation into the following revenue account numbers in the General Fund:

\$10,000.00 100.2001.48390.30205 - Laurie Marine Living Trust

\$ 563.26 100.2001.48390.19986 - Patron Donations/Materials

\$ 225.00 100.2001.48390.19322 - Library Foundation

2) Authorized the appropriation of \$10,788.26 into the following expenditure account numbers in the General Fund:

\$10,000.00 100.2001.53301.30205 - Laurie Marine Living Trust

\$ 563.26 100.2001.53001.19986 - Materials & Supplies - Patron Donations

\$ 225.00 100.2017.53340.19322 - Library Foundation

**3.17. Appropriation of \$133,885.72 in State of California Office of Emergency Services funding received.**

ACTION: 1) Accepted into the City's revenue budget \$133,885.72 in strike team reimbursement funds from the California Office of Emergency Services (Cal-OES), into the revenue account numbers for Cal-OES reimbursements as follows:

Cal-OES reimbursements (revenue account 100.3024.48212.xxxxx):

\$ 99,949.94 40273 - Bootleg Fire

11,180.08 40286 - OES Pre-Position #210074

13,848.75 40287 - OES Pre-Position #210076

8,906.95 40288 - OES Pre-Position #210083

2) Authorized the appropriation of \$131,583.75 into the expenditure account numbers for Overtime-Safety as follows:

Overtime-Safety (expenditure account 100.3024.50221.xxxxx):

\$ 99,270.62 40273 - Bootleg Fire

10,747.24 40286 - OES Pre-Position #210074

13,336.58 40287 - OES Pre-Position #210076

8,229.31 40288 - OES Pre-Position #210083

3) Authorized the appropriation of \$2,301.97 into the expenditure account numbers for Strike Team Expenditures as follows:

Strike Team (expenditure account 100.3024.53860.xxxxx):

\$ 679.32 40273 - Bootleg Fire

432.84 40286 - OES Pre-Position #210074

512.17 40287 - OES Pre-Position #210076

677.64 40288 - OES Pre-Position #210083

**3.18. Request for funding for the improvement project at North Net Training Center.**

ACTION: Authorized the appropriation of \$165,000 from the General Fund unreserved fund balance to expenditure account number 100.3021.51780.20515, General Fund - North Net Training Facility.

**3.19. Approval of plans and specifications for Annual Concrete Replacement Phase I, for Fiscal Year 2022-2023; and authorization to advertise Bid No. 22-23.04.**

ACTION: Approved plans and specifications and authorize advertising for bids.

**3.20. Claims for Damages.**

ACTION: Denied the following claims and referred to City Attorney and Claims Adjuster:

1. Thai Nguyen
2. M.O. (minor)
3. Thomas Wilson

**3.21. Award of Contract to Gentry General Engineering, Inc. for Chapman Avenue and Yorba Street Sidewalk Repair; Bid No. 21-22.38.**

ACTION: Approved contract with Gentry General Engineering, Inc. in the total amount of \$152,817.50 representing an original amount of \$138,925.00 plus a 10% contingency of \$13,892.50, for Chapman Avenue and Yorba Street Sidewalk Repair; and authorized the Mayor and City Clerk to execute on behalf of the City.

**3.22. Award of Contract to California Professional Engineering, Inc. for Steel Streetlight Replacement, Fiscal Year 2021-2022; Bid No. 21-22.36.**

ACTION: 1) Authorized the appropriation of \$40,000 from the Capital Projects unreserved fund balance to expenditure account number 500.5032.56100.20374, Streetlight Pole Replacement Program; and 2) Awarded the contract to California Professional Engineering, Inc. in the total amount of \$452,113 representing an original bid amount of \$411,012, plus a 10% contingency of \$41,101, for the Steel Streetlight Replacement project, Fiscal Year 2021-2022; and authorized the Mayor and City Clerk to execute on behalf of the City.

**3.23. Final Acceptance of Bid No. 20-21.51; SP-4171, Annual Pavement Maintenance at Various Locations Project, Fiscal Year (FY) 2020-2021, Phase 2; and authorization to file Notice of Completion. (Continued from June 14, 2022)**

ACTION: Accepted Annual Pavement Maintenance at Various Locations Project, FY 2020-2021, Phase 2 as complete, and authorized staff to file Notice of Completion with the County Recorder.

**3.24. Final Acceptance of Bid No. 21-22.26, ADA El Modena Branch Library Bathroom Remodel; and authorization to file Notice of Completion.**

Item 3.24 was removed from the Consent Calendar for separate consideration by Councilmember Gutierrez.

Councilmember Gutierrez thanked staff for the completed upgrades to the El Modena Branch Library.

ACTION: A motion was made by Councilmember Gutierrez, seconded by Mayor pro tem Nichols, to accept ADA El Modena Branch Library Bathroom Remodel project as complete (SP-4192), and authorize staff to file Notice of Completion with the County Recorder. The motion carried by the following vote:

**Ayes:** Nichols, Monaco, Barrios, Tavoularis, Gutierrez, and Murphy

**Noes:** None

**Absent:** Dumitru

**3.25. Authorize purchase of print and audiovisual materials for the Orange Public Library from Baker & Taylor, Inc.**

A speaker card was submitted for Item 3.25; therefore, the item was removed from the Consent Calendar for separate consideration.

Public Speaker

Quinn Promarug spoke in support of approving the purchase order.

ACTION: A motion was made by Mayor pro tem Nichols, seconded by Councilmember Barrios, to: 1) Approve purchase order for print and audiovisual materials from Baker & Taylor, Inc. in the amount of \$115,000; and 2) Authorize the City Manager to approve increases to the purchase order should the Library receive donations designated for the purchase of additional print and audiovisual materials. The motion carried by the following vote:

**Ayes:** Nichols, Monaco, Barrios, Tavoularis, Gutierrez, and Murphy

**Noes:** None

**Absent:** Dumitru

**3.26. Authorize purchase of 3-year subscription for AutoCAD software from DLT Solutions.**

ACTION: Approved the purchase of Autodesk AutoCAD 3-year subscription license from DLT Solutions in the amount of \$96,266.44.

**3.27. Authorize purchase and delivery of diesel fuel and gasoline from Southern Counties Oil Co., a California Limited Partnership dba SC Fuels.**

ACTION: Approved the purchase agreement with Southern Counties Oil Co. a California Limited Partnership dba SC Fuels, in the amount not to exceed \$1,440,000 for the purchase and delivery of diesel and gasoline fuel using a cooperative purchasing agreement from the City of Westminster; and authorized the Mayor and the City Clerk to execute on behalf of the City.

**3.28. Request to close the Orange Public Library & History Center and the El Modena and Taft Branch Libraries for various dates during September 2022 - January 2023.**

ACTION: Approved closure of the Orange Public Library facilities to the public as follows:

1) September 2 - 3 - The Orange Public Library & History Center (OPL & HC) closes at 2:30 p.m. on Friday, September 2 and all day on Saturday, September 3. Both El Modena and Taft Branch Libraries will maintain their regular business hours during this time.

2) November 23 - Orange Public Library facilities will close at 6:00 p.m. on the Wednesday evening prior to the Thanksgiving Day holiday.

3) December 24 - January 2 - Orange Public Library facilities will close as part of the City's annual holiday closure. These dates were outlined in Resolution No. 11199 and approved by City Council at the December 10, 2019 meeting.

4) January 16 - All library facilities will be closed for Staff Development Day

**3.29. Establishing the day and time for Investment and Audit Committee meetings. Resolution No.11409.**

ACTION: Adopted Resolution No. 11409. A Resolution of the City Council of the City of Orange setting the day and time of meetings of the Investment and Audit Committee.

**Approval of the Consent Calendar**

Mayor pro tem Nichols abstained from Item 3.4. Items 3.6, 3.9, 3.10, 3.24, and 3.25 were removed from the Consent Calendar and heard separately. All other items were approved as recommended.

A motion was made by Mayor pro tem Nichols, seconded by Councilmember Gutierrez, to approve the Consent Calendar as recommended. The motion carried by the following vote:

**Ayes:** Nichols, Monaco, Barrios, Tavoularis, Gutierrez, and Murphy

**Noes:** None

**Absent:** Dumitru

**END OF CONSENT CALENDAR**

\* \* \* \* \*

**4. REPORTS FROM MAYOR MURPHY**

**4.1. Designation of voting delegate and alternate(s) for the 2022 League of California Cities (Cal Cities) Annual Conference & Expo.**

A motion was made by Mayor pro tem Nichols, seconded by Councilmember Barrios, to designate Councilmember Monaco as the voting delegate and Councilmember Barrios as the alternate for the Friday, September 9, 2022, League of California Cities Annual Business Meeting. The motion carried by the following vote:

**Ayes:** Nichols, Monaco, Barrios, Tavoularis, Gutierrez, and Murphy

**Noes:** None

**Absent:** Dumitru

**5. REPORTS FROM COUNCILMEMBERS**

**5.1. Highlight Local Business (Gutierrez & Barrios)**

Councilmember Barrios highlighted the following local business: Chamber of Commerce. Councilmember Gutierrez highlighted the following local business: Hitch'n Post Feed & Tack.

**5.2. North Tustin Specific Plan - Scope (Tavoularis)**

With Council consensus, Councilmember Tavoularis requested this item be added to the August 9 Council agenda for discussion.

Public Speakers

Jeff Lawrence spoke in opposition of the plan as presented at the community meeting.

Matthew Hamilton spoke in opposition of the plan as presented at the community meeting.

Sister Mary Sweeney cautioned Council to be deliberate during the process.

Darren Kempkes spoke in opposition of the plan as presented at the community meeting.

Adrienne Gladson suggested delaying discussion until after the November 2022 election.

**5.3. Illegal Fireworks Comments (Barrios)**

Councilmember Barrios suggested finding innovative ways to address illegal fireworks.

Public Speaker

Dru Whitefeather suggested posting permanent signage in east Orange informing the public fireworks are illegal in the City of Orange.

RECESS: The City Council recessed at 8:39 p.m. and reconvened at 8:55 p.m. with all Members present, except Councilmember Dumitru who was absent.

**6. REPORTS FROM BOARDS, COMMITTEES, AND COMMISSIONS****6.1. Appointment(s) to Investment and Audit Committee.**

A motion was made by Mayor pro tem Nichols, seconded by Councilmember Barrios, to confirm Mayor Murphy's recommendation to appoint Larry Sallinger to a two-year term ending June 30, 2024; Mark Mittmann to a two-year term ending June 30, 2024; and Jordan Prell to a one-year term ending June 30, 2023. The motion carried by the following vote:

**Ayes:** Nichols, Monaco, Barrios, Tavoularis, Gutierrez, and Murphy

**Noes:** None

**Absent:** Dumitru

**7. ADMINISTRATIVE REPORTS****7.1. Request for permit parking on sections of Palm Avenue, Park Lane (continued from May 10, 2022), and Wayfield Circle. Resolution No. 11412.**

**NOTE: STAFF IS REQUESTING TO CONTINUE THIS ITEM TO A DATE UNCERTAIN.**

Item previously continued to a date uncertain.

**7.2. Sully Miller Site Update.**Public Speakers

Bonnie Robinson commented on the staff report.

Adrienne Gladson inquired about a full timeline for the Sully Miller site.

Dru Whitefeather commented on the staff report.



Laura Thomas spoke about the current dumping at the site.  
Chuck Emanuele commented on the staff report.  
David Hillman commented on the staff report.

During discussion, it was determined the LEA has authority over environmental cleanup of the site. After further discussion, Council expressed interest in exploring passive or recreational land use of the site.

Report was received and filed.

### **7.3. Options for grant writing and legislative advocacy services.**

During discussion, Council expressed support for the RFP process.

A motion was made by Councilmember Barrios, seconded by Councilmember Gutierrez, to direct staff to prepare a Request for Proposals for Council's approval. The motion carried by the following vote:

**Ayes:** Nichols, Monaco, Barrios, Tavoularis, Gutierrez, and Murphy  
**Noes:** None  
**Absent:** Dumitru

### **7.4. 2021 Orange International Street Fair Report.**

A motion was made by Councilmember Monaco, seconded by Councilmember Barrios, to receive and file report. The motion carried by the following vote:

**Ayes:** Nichols, Monaco, Barrios, Tavoularis, Gutierrez, and Murphy  
**Noes:** None  
**Absent:** Dumitru

Councilmember Barrios left the dais at 10:43 p.m.

### **7.5. Executive Management and Senior Management employees' classification, compensation, and terms of employment. Resolution Nos. 11410 and 11411.**

A motion was made by Mayor pro tem Nichols, seconded by Mayor Murphy, to:

1) Adopt Resolution No. 11410. A Resolution of the City Council of the City of Orange relating to the classification, compensation, and terms of employment of Executive Management and Senior Management employees and rescinding Resolution No. 11332 and all amendments thereto.

2) Adopt Resolution No. 11411. A Resolution of the City Council of the City of Orange rescinding Resolution No. 11397 and amending the citywide pay schedule in accordance with the requirements of the California Code of Regulations, Title 2, Section 570.5.

The motion carried by the following vote:

**Ayes:** Nichols, Monaco, Tavoularis, Gutierrez, and Murphy  
**Noes:** None  
**Absent:** Barrios, and Dumitru

Councilmember Barrios returned to the dais at 10:46 p.m.

**8. REPORTS FROM CITY MANAGER**

None

**9. LEGAL AFFAIRS****9.1. Introduction and First Reading of Ordinance No. 05-22 updating the duties of City Treasurer as outlined in the Orange Municipal Code.**

A motion was made by Mayor pro tem Nichols, seconded by Mayor Murphy, to Introduce and conduct First Reading of Ordinance No. 05-22. The motion carried by the following vote:

**Ayes:** Nichols, Monaco, Barrios, Tavoularis, Gutierrez, and Murphy

**Noes:** None

**Absent:** Dumitru

Ordinance No. 05-22. An Ordinance of the City Council of the City of Orange amending Section 2.26.010.A of the Orange Municipal Code regarding the duties of the City Treasurer.

**10. ADJOURNMENT**

There being no further business, the meeting was Adjourned in Memory of Randal Robb and Joseph "Joe" Dumitru at 10:47 p.m.

The next Regular City Council meeting will be held on Tuesday, August 9, 2022, at 6:00 p.m., in the Council Chamber, with Closed Session beginning at 5:00 p.m., if necessary.

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PAMELA COLEMAN  
CITY CLERK

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MARK A. MURPHY  
MAYOR



# Agenda Item

## City Council

Item #: 3.4.

8/9/2022

File #: 22-0444

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

**THRU:** Rob Houston, City Manager

**FROM:** Dan Adams, Chief of Police

### 1. SUBJECT

Second Amendment to License Agreement with the County of Orange for use of office space at Fire Station No. 7.

### 2. SUMMARY

Second Amendment 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 through October 19, 2023.

### 3. RECOMMENDED ACTION

Approve the amendment agreement with the County of Orange for use of office space at Fire Station No. 7; 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. In 2003, the Orange Police Department assigned a sergeant to oversee Homeland Security efforts within the City of Orange and to act as a formal liaison with the TEWG. 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 Orange City Fire Station No. 7 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. 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. 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.

The City and County now desire to amend original agreement to extend the contract term for use of the facility through October 19, 2023. 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**

- Second Amendment with the County of Orange



# Agenda Item

## City Council

Item #: 3.4.

8/9/2022

File #: 22-0444

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

**THRU:** Rob Houston, City Manager

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### 2. SUMMARY

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### 3. RECOMMENDED ACTION

Approve the amendment agreement with the County of Orange for use of office space at Fire Station No. 7; 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. In 2003, the Orange Police Department assigned a sergeant to oversee Homeland Security efforts within the City of Orange and to act as a formal liaison with the TEWG. 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 Orange City Fire Station No. 7 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. 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. 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.

The City and County now desire to amend original agreement to extend the contract term for use of the facility through October 19, 2023. 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**

- Second Amendment with the County of Orange



GA 1227-100-3  
City of Orange/OCIAC  
8501 & 8525 East Fort Road  
Orange, CA 92869

## SECOND AMENDMENT TO LICENSE

THIS SECOND AMENDMENT TO LEASE AGREEMENT (hereinafter referred to as “**Second Amendment**”) is made \_\_\_\_\_ 2022, (“**Effective Date**”) by and between 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**”) without regard to number and gender. 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 five-year license agreement, City Agreement #5807, dated October 11, 2016, the County has 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 20, 2016, the Parties entered into a new 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 an additional year (“**First Amendment**”).

V. 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 Lease 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, 2023 (“**Term**”), unless sooner terminated pursuant to the terms of the License.”

B. Wherever a conflict in the terms or conditions of this Second Amendment, the First Amendment and the License exists, the terms or conditions in this Second Amendment shall prevail. In all other respects, the terms and conditions of the License and First Amendment not specifically changed by this Second Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Second 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: \_\_\_\_\_  
Mark A. Murphy, Mayor

ATTEST

By: \_\_\_\_\_  
Pamela Coleman, City Clerk

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Gary A. Sheatz, 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

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**Item #:** 3.5.

**8/9/2022**

**File #:** 22-0478

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

**THRU:** Rob Houston, City Manager

**FROM:** Will Kolbow, Assistant City Manager/Administrative Services Director

### 1. SUBJECT

Third Amendment to Agreement with Intratek Computer Inc., for helpdesk and desktop technical support and update on Information Technology services.

### 2. SUMMARY

In 2019, the City Council adopted a new service model for Information Technology services, bringing some functions in-house and maintaining some services using an outside services provider. In August 2019, the City Council approved an agreement with IntraTek Computer Inc. for helpdesk and desktop technical support. The original agreement was for three years with two optional one-year extensions. Staff is recommending that the first option year be executed, while additionally providing the City Manager with the authority to execute the final year of the extension if necessary.

### 3. RECOMMENDED ACTION

Approve the amendment to agreement with Intratek Computer Inc. for helpdesk and desktop technical support; and authorize the Mayor and the City Clerk to execute on behalf of the City.

### 4. FISCAL IMPACT

The total expenditure for this agreement is \$309,613 and will be funded through Information Technology Fund (780).

### 5. STRATEGIC PLAN GOALS

Goal 2: Be a fiscally healthy community

a: Expend fiscal resources responsibly.

Goal 4: Provide outstanding public service

c: Enhance technology to improve public accessibility to information and services.

### 6. DISCUSSION AND BACKGROUND

#### Background

Prior to 2019, the City's Information Technology (IT) functions were outsourced to a third-party provider. Prior to the expiration of the contract on June 30, 2019, staff began to explore options as to how to move forward with IT services. Options included renewing with the provider at that time, issuing a request for proposals (RFP) to find alternative full-service providers, bringing all IT functions in-house, or a hybrid approach in which some functions would be brought in-house, while others

would continue to be outsourced.

The City engaged a consultant, SDI Presence, to assist in evaluating the options. As a result of that analysis, staff proposed a hybrid approach, which brought the higher-level IT functions in-house and outsourced for helpdesk and desktop support services.

Staff issued an RFP for helpdesk and desktop support services in the summer of 2019, and the City Council approved a three-year contract with Intratek Computer, Inc. (Intratek). The agreement included an option for two one-year extensions.

### **Current Status of IT Services**

After three years of the current service model, staff is reviewing IT services provided by the IT department. This review is to ensure that the products and services provided to end users are helpful and efficient as well as providing adequate information to the City Council and the public. In support of this effort, a survey of internal customers will be conducted to determine what areas IT services is succeeding in, needs improvement in, and what tools and software are necessary to fully support the needs of the City. The results of the survey will assist in putting together an RFP for the IT Strategic Plan. Staff intends to bring a recommendation for Strategic Plan services to the City Council in the fall.

### **Renewal of Contract with Intratek**

The City has reached the end of the initial contract term with Intratek. The IT Department staff have been satisfied with the delivery of service that has been provided by Intratek and recommends extending the agreement for the first one-year option. Meanwhile, the IT Department will continue to develop the IT strategic plan and further analysis can be completed to determine how IT services will be delivered moving forward.

## **7. ATTACHMENTS**

- Third Amendment to Agreement with Intratek Computer, Inc.



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**THIRD AMENDMENT  
TO  
INFORMATION TECHNOLOGY SERVICES AGREEMENT**

**THIS THIRD AMENDMENT TO INFORMATION TECHNOLOGY SERVICES AGREEMENT** (the “Third Amendment”) is made and entered into as of \_\_\_\_\_, 2022 (“Effective Date”) by and between the CITY OF ORANGE, a municipal corporation (“City”), and INTRATEK COMPUTER, INC., a California corporation (“Contractor”), with reference to the following.

A. City and Contractor entered into an Information Technology Services Agreement (Agreement No. 6828) dated August 13, 2019, which is incorporated herein by this reference (the “Original Agreement”); and

B. City and Contractor amended the Original Agreement to revise the scope of services and increase the compensation by a First Amendment to Information Technology Services Agreement (Agreement No. 6828.1) dated October 7, 2021, which is incorporated herein by this reference (the “First Amendment”); and

C. City and Contractor amended the Original Agreement to revise the scope of services and increase the compensation by a Second Amendment to Information Technology Services Agreement (Agreement No. 6828.2) dated December 14, 2021, which is incorporated herein by this reference (the “Second Amendment”); and

D. City and the Contractor desire to further amend the Original Agreement to modify, amend and supplement certain portions of the Original Agreement to extend the term and set the compensation, and define a further extended term.

**NOW, THEREFORE**, the parties hereby agree as follows:

**Section 1. Defined Terms.** Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Contract.

**Section 2. Cross-References.** City and Contractor agree that all references in this Third Amendment are deemed and construed to refer to the Original Contract, as implemented by this Third Amendment.

**Section 3. Extended Terms.** Pursuant to Section 1.1 of the Additional Terms and Conditions in Exhibit “A” of the Original Agreement:

a. City elects to extend the term of this Agreement to reflect the First Extended Term, commencing on July 1, 2022, and terminating on June 30, 2023 (“First Extended Term”).

b. No later than thirty (30) days prior to the expiration of the First Extended Term, City may elect to further extend the term of this Agreement from July 1, 2023, and terminating on June 30, 2024 ("Second Extended Term") at the compensation set forth in Section 4.b, below.

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

(2) The Second Extended Term shall be memorialized in the form of an amendment to this Agreement. The City Manager is hereby authorized to approve and execute amendments to this Agreement reflecting the exercise of the Extension and the amount of compensation (including the amount of funds to be made available for additional work or services) payable to Contractor for the Extension.

c. Except as specifically set forth herein, the terms and conditions of each Extension will be the same as the Initial Agreement.

#### Section 4. Compensation.

a. The total not-to-exceed compensation for the services to be rendered in the First Extended Term shall not exceed THREE HUNDRED NINE THOUSAND SIX HUNDRED THIRTEEN DOLLARS and 06/100 (\$309,613.06) without the prior written authorization of City.

b. If City elects to exercise the Second Extended Term, the total not to exceed compensation for the services to be rendered in the Second Extended Term shall not exceed THREE HUNDRED EIGHTEEN THOUSAND NINE HUNDRED ONE DOLLARS and 45/100 (\$318,901.45) without the prior written authorization of City.

Section 5. Integration. This Third Amendment amends, as set forth herein, the Original Agreement and, except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this Third Amendment and the terms and provisions of the Original Agreement, the

terms and provisions of this Third Amendment shall control and govern the rights and obligations of the parties.

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



IN WITNESS of this Contract, the parties enter into this Contract on the year and day first above written.

**“CONTRACTOR”**

INTRATEK COMPUTER, INC., a California corporation

\*By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

\*By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**“CITY”**

CITY OF ORANGE, a municipal corporation

By: \_\_\_\_\_

Mark A. Murphy, Mayor

ATTEST:

\_\_\_\_\_  
Pamela Coleman, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Mary E. Binning  
Senior Assistant City Attorney

**\*NOTE:**     *If CONTRACTOR is a corporation, the City requires the following signature(s):*  
--     *(1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR*  
--     *The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.*

**EXHIBIT "A"**

**SCOPE OF SERVICES, ADDITIONAL TERMS AND CONDITIONS, AND INTRATEK  
PRICE PROPOSAL**

[Beneath this sheet.]

## SCOPE OF WORK

### BACKGROUND

#### The City:

The City of Orange, with a population of 138,640 is situated in Central Orange County, approximately 32 miles southeast of Los Angeles. The City's land area is 27 square miles. The City's planning area is 38 square miles, with a "Sphere of Influence" area of 55 square miles. Included in the City's Sphere of Influence is 18,500 acres of undeveloped land owned by The Irvine Company.

Under a council-manager form of government, a mayor is elected every two years and four council members are elected to four-year terms alternating on a two-year basis. The City Manager, who is the administrative official of the City, is appointed by the City Council.

The City provides a full range of services for its citizens. These services include:

- Emergency transportation
- Fire
- General administration
- Library
- Paramedic
- Planning and development
- Police
- Recreation and park
- Street improvements and lighting
- Water utility
- Refuse collection and sanitation

#### City Facility Locations:

FACILITY	ADDRESS
City Hall	300 E. Chapman Avenue
Community Services and Economic Development	230 E. Chapman Avenue
El Camino Park	400 N. Main Street
Fire Headquarters	176 S. Grand Street
Fire Station # 2	2900 E. Collins Avenue
Fire Station # 3	1910 N. Shaffer Street
Fire Station # 4	210 S. Esplanade
Fire Station # 5	1345 W. Maple Street
Fire Station # 6	345 City Drive South
Fire Station # 7	7401 Fort Road
Fire Station # 8	5725 E. Carver Lane
Grijalva Park @ Santiago Creek	368 N. Prospect Street

<b>FACILITY</b>	<b>ADDRESS</b>
Handy Park	2143 E. Oakmont Avenue
Hart Park	701 S. Glassell Street
Killefer Park	615 N. Lemon Street
Library - Main	407 E. Chapman Avenue
Library - El Modena Branch	380 S. Hewes Street
Library - Taft Branch	740 E. Taft Avenue
Olive Park	2841 N. Glassell Street
Orange Senior Center	170 S. Olive Street
Police Headquarters	1107 N. Batavia Street
Police Sub-Station	8525 E. Fort Road
Public Works Corporation Yard	637 W. Struck Ave.
Shaffer Park	1930 N. Shaffer Street
The Block at Orange Police Substation	20 City Blvd.
Water Plant	189 S. Water Street
Yorba Park	190 S. Yorba Street

### **Help Desk (As of July 2019)**

- IT Service Desk hours are Monday - Thursday from 7:30 am to 5:30 pm and every other Friday from 7:30 am to 5:30 pm.
- Averaging 280 IT Service Desk tickets per month through the central IT Help Desk and 70 per month at the Police Department.
- Approximately 850 users within the City.
- Desktops have been standardized on Windows 10 and are a mix of both HP Elitedesk and Dell Optiplex.
- The City uses Quest KACE Systems Management Appliance (SMA) for tracking tickets, collecting hardware and software inventory, asset management, and software deployment. (Vendor is expected to use this product).
- The City uses SolarWinds Dameware for remote support of PCs. (Vendor is expected to use this product).

### **Infrastructure:**

- 128 servers (most running under VMware 6.5)
- 292 printers
- 770 desktops/laptops/MDC (Windows 10, Office Professional 2016 – will be migrating to Office 365 in late 2019)
- Environmentally controlled and secure server room that houses the vast majority of the City's servers
- Satellite data center located in the Police Department

**Core Business Applications:**

- Enterprise financial management software suite (Tyler EDEN)
- Utility billing (Northstar CIS)
- City Internet services (Civic Plus)
- Recreation management software (Civic Rec)
- Building permits & project tracking (Central Square - TrakiT)
- Maintenance management software (MaintStar)
- Business License system (Progressive Solutions)
- Document management (Laserfiche)
- CAD/RMS for Police (Central Square - Inform)
- RMS for Fire (Firehouse)
- Library Catalog System (Sirsi)
- Streaming City meetings (Granicus)
- Geographic Information System (ESRI-ArcGIS)
- Applicant Tracking (NEOGov)

**Telephone System:**

- ShoreTel VoIP Phone System (Version 14.2)
- 740 Sets IP485G, IP480G
- 5 Servers, 41 Switches
- ShoreTel Communicator Client on Desktop PCs

**IT HELP DESK SERVICES**

Contractor shall perform the services based on the guidelines set forth in this Scope of Work for the City of Orange. Contractor shall perform all services in a professional and workmanlike manner, in accordance with industry standards by persons qualified by training and experience to perform such services.

IT Help Desk Services and Tier 1 support are the activities required to coordinate and respond to incidents and service requests made by City end-users and technical staff. The Help Desk shall act as the single-point-of-contact for resolution and escalation of all incidents and service requests related to all City technical requests.

Contractor's on-site staff will work in a cohesive, hybrid environment to assist the City in meeting service level agreement (SLA) requirements detailed below. Contractor staff will provide primary Tier 1 support. City staff may perform identical duties as some of Contractor's staff to provide supplemental support, when needed.

Per the City's request, the Contractor shall provide three (3) on-site personnel to augment City IT technical support staff and perform the activities and functions delineated in the sections below. Contractor's on-site personnel are only responsible for documentation and updates associated with their activities.

During contract performance, Contractor and City will meet on a regular basis to discuss performance against SLA targets. If an alternate LOE is needed to meet SLAs, the parties will work together to adjust the LOE and price accordingly.

**Help Desk:**

- Provide Help Desk services Monday through Thursday from 7:30am to 5:30pm and every other Friday from 7:30am to 5:30pm.
- Staff Help Desk personnel resource(s), during business hours, within the Police Department.
- Facilitate the receipt and processing of valid service requests.
- Diagnose the problem, and when possible, implement corrective actions to resolve the problem. If resolution is not possible, re-assign to appropriate City IT staff.
- Assist with establishing procedures for problem management to identify and resolve chronic problems (root cause analysis).
- Take control of all workstations remotely upon request to speed service response (City uses SolarWinds Dameware).
- Accept and respond to trouble requests that relate to City issued computer/IT devices.
- Perform password resets for active directory and key business applications.
- Update help desk support activities in the central database that contains pertinent information on users such as name, extension location, department, and equipment tag number (City uses Quest KACE Systems Management Appliance).
- Document desktop system configuration, network configuration, and inventory of software to be supported.
- Log, track, resolve, dispatch, and reroute calls through to resolution approved procedures/ticketing system.
- Apply software updates and patches as required (City uses Quest KACE Systems Management Appliance).
- Update and maintain the City-owned ticket management system (City uses Quest KACE Systems Management Appliance).
- Properly document detailed notes on the status and resolution of issues.
- Initiate the change process to apply a resolution to a problem if required.
- Provide a satisfaction survey to customers when each call for service is closed.
- Collect and report on performance data per SLA requirements.

**On-Site Systems Support:**

- Perform on-site systems support for all city hardware devices.
- Coordinate required service delivery with City departments so that there is minimal disruption of ongoing production operations at City location.
- Be primary point of contact for end-to-end management of issues, including coordination with third party vendors.
- Diagnose and resolve software problems and conflicts.
- Coordinate the resolution of printer problems with City contracted printer maintenance vendor.
- Coordinate requests for audio/visual equipment installation within City departments and conference rooms.
- Resolve network connectivity issues consisting of log-in, file access, and printing.

- After resolution of problem, test for full functionality, connectivity, and access to servers and printers.
- Backup and restore user data on desktops and laptops before repairs, to the greatest extent possible.
- Conduct ongoing analysis of equipment maintenance and call history to track service trends.
- Collect and report on performance data per SLA requirements.

#### **Install, Move, Add, Change (IMAC):**

- Coordinate with the user the date and time of arrival for IMAC services.
- Unpack, assemble, and install; test system connectivity, functionality, and operability, and provide high-level orientation to users.
- Move and reinstall user data files in accordance with IMAC policy.
- De-install old equipment if designated by City.
- Update the asset management system.
- Inform users of service activities performed.
- Disconnect a system at one location, reconnect it at another location, and test connectivity and proper operation, or move disconnected system to a specified storage area.
- Re-configure moved system, for example, IP address, subnet mask, proxy settings, WINS primary and secondary server address, server name/address, and default gateway address, map standard drive configurations, load network printer drivers, and map network printers.
- Test hardware and software configuration, connections to standard mapped drives, and print a test page to a local network printer, if applicable.
- At completion of IMAC, provide brief overview/training on new or modified hardware and software.
- Conduct asset validation, consisting of user profile updates, device asset tag check, and model and serial number check.
- Maintain process for disposal of equipment and/or return of leased equipment.
- Coordinate with other IT technical support groups (Applications, Server, Network) for IMAC activities.
- Confirm that user data is backed up before proceeding with IMAC, to the greatest extent possible.
- Ensure device is fully operation for user.
- Collect and report on performance data per SLA requirements.

#### **Asset Management Services:**

- Update and maintain the City's asset tracking system (City uses Quest KACE Systems Management Appliance).
- Maintain the inventory database with descriptions, characteristics, logistics, and warranty information for all City-owned hardware.
- Track and maintain the inventory of all hardware and software licensing including any additions or deletions that occur. Tag hardware assets.
- Assist the City with regular audits and reconciliations to maintain accuracy of the central asset repository.
- Maintain management responsibility for loaner units and spare equipment used as a temporary replacement while corrective maintenance service is performed.
- Install or replace desktops and laptops according to the City's approved replacement/refresh

schedule.

- Process equipment shipping and delivery requirements, relocation and disposal of retired equipment, and or return of leased equipment.
- Retain a copy of all equipment and maintenance contracts and equipment orders (invoicing, payment statuses and requisitions) when assisting with the procurement of hardware and software assets as required by City.
- Assist City with bids for hardware procurement to request a cost quote from the suppliers that best meet the defined requirements.
- Provide quarterly inventory reports to the City.
- Collect and report on performance data per SLA requirements.

#### Telephone Network, VoIP Services:

- Respond to alerts by conducting initial trouble shooting and working with Third Party vendors such as Packet Fusion.
- Perform handset Install/Move/Add/Change (IMAC) to support day-to-day operations.
- Perform Voicemail password resets.

#### Service Level Requirements:

Contractor shall perform services based on the guidelines set forth in the following Service Level Agreements (SLAs). Each SLA identifies key performance measures that shall be used to evaluate Contractor's delivery of services during business hours. SLA credits will not apply during the first 90 days of contract performance.

HELP DESK	
<b>Objective</b>	By utilizing knowledge databases and best practices in the areas of reporting, logging, tracking, resolving and reporting of IT problems and Work Requests, the Help Desk will continually incorporate lessons learned, best practices, and technical solutions to improve service delivery and technical performance.
<b>Priorities</b>	<p><b>Critical:</b> A problem that affects the entire City or entire department. Response Time: Within 1 business hour Completion Time: Within 4 business hours</p> <p><b>High:</b> A problem with no known workaround that affects a single user. Response Time: Within 2 business hours Completion Time: Within 1 business day</p> <p><b>Medium:</b> A general service request or problem with a workaround solution. Response Time: Within 8 business hours Completion Time: Within 2 business days</p> <p><b>Low:</b> A service request that does not require immediate attention or involves planning/coordination. Response Time: Within 3 business days Completion Time: Within 5 business days</p>
<b>Call Waiting</b>	The length of time for a caller to reach a live human voice.
<b>Hours of Availability</b>	7:30 am to 5:30 pm, Monday - Thursday and every other Friday from 7:30 am to 5:30 pm.
<b>Measurement Period</b>	Monthly



Target	90% within 90 seconds
SLA Credit	\$0
<b>Time to Resolve</b>	Total elapsed time from opening a Help Desk call to completion (resolution). Applies only to Tier 1 calls.
Hours of Availability	7:30 am to 5:30 pm, Monday - Thursday and every other Friday from 7:30 am to 5:30 pm.
Measurement Period	Monthly
Target	Critical - 95% completed within 4 business hours High - 90% completed within 1 business day Medium - 85% completed within 2 business days. Low - 85% completed within 5 business days.
SLA Credit	\$500
<b>Password Resets</b>	Length of time between password reset request and completion.
Hours of Availability	7:30 am to 5:30 pm, Monday - Thursday and every other Friday from 7:30 am to 5:30 pm.
Measurement Period	Monthly
Target	95% within 30 minutes
SLA Credit	\$500
<b>Satisfaction Survey</b>	Measure the level of customer satisfaction with Help Desk services.
Hours of Availability	7:30 am to 5:30 pm, Monday - Thursday and every other Friday from 7:30 to 5:30.
Measurement Period	Survey provided for every closed call. Measured monthly.
Target	Will only be measured when survey response(s) exceed 30 responses of total closed calls for tier 1 tickets. Survey will rate satisfaction level from 1 (Very Unsatisfied) to 5 (Very Satisfied). Total of all survey scores/number of surveys counted. Average score must be greater than 4.
SLA Credit	\$500

ASSET MANAGEMENT	
<b>Objective</b>	Monitor, track, and update the City's technology asset inventory, including software licenses, to ensure an accurate and well-maintained inventory. Provide reports including software license compliance, application and infrastructure inventories and all other technology assets.
<b>Asset Inventory</b>	The availability of current data concerning hardware assets and software licenses. The City's technology asset database will be updated and maintained 365 days per year.
Hours of Availability	N/A
Measurement Period	Quarterly
Target	100% of the City's technology assets are recorded and maintained.
SLA Credit	\$0

<b>Reconciliation</b>	Quarterly the City will conduct a physical audit of selected technology assets and match that data against the technology asset management database. Inconsistencies will be evaluated, and a negotiated reconciliation will be conducted, and changes made to data as appropriate.
Hours of Availability	N/A
Measurement Period	Quarterly
Target	100% accuracy of selected audit sample
SLA Credit	\$0

IMACs	
<b>Objective</b>	Desktop support staff are expected to resolve City generated trouble calls in a professional and efficient manner. They will setup and configure new PCs, maintain current version levels of desktop software, install, upgrade or troubleshoot software, conduct hardware and software inventories, do minor hardware installations and modifications on existing PCs, and other related tasks as may be requested or required.
<b>New Device Install</b>	Time elapsed between the receipt of a single new device and the completion of the order. Includes initial hook up, diagnostic testing, delivery, staging and configuration.
Hours of Availability	7:30 am to 5:30 pm, Monday - Thursday and every other Friday from 7:30 am to 5:30 pm.
Measurement Period	Monthly
Target	95% within 3 business days, up to eight (8) per month (Exception: For equipment refreshment devices, the Equipment Refreshment SLA will take precedence. Equipment Refreshment SLA applies when the number of new device installs exceed eight (8) per month).
SLA Credit	\$500
<b>Move Existing Device</b>	Time elapsed between the receipt of the request and the relocation of the device. Includes disconnection, moving, re-hook up, and diagnostic testing.
Hours of Availability	7:30 am to 5:30 pm, Monday - Thursday and every other Friday from 7:30 am to 5:30 pm.
Measurement Period	Monthly
Target	95% within 5 business days, when number of moved devices is eight (8) or less during the reporting period.
SLA Credit	\$500
<b>Alter Existing Device</b>	Time to apply changes to existing device from time of request to completion of service.
Hours of Availability	7:30 am to 5:30 pm, Monday - Thursday and every other Friday from 7:30 am to 5:30 pm.
Measurement Period	Monthly
Target	95% within 3 business days, when number of altered devices is eight (8) or less during the reporting period.

SLA Credit	\$500
<b>Remove Existing Device</b>	Time to physically remove device from time of request to completion of service. Includes unhooking, decommissioning device, destroying images, and submitting to surplus.
Hours of Availability	7:30 am to 5:30 pm, Monday - Thursday and every other Friday from 7:30 am to 5:30 pm.
Measurement Period	Monthly
Target	95% within 10 business days, when number of removed devices is eight (8) or less during the reporting period.
SLA Credit	\$500
<b>Equipment Refreshment</b>	The deployment of new technology equipment throughout City facilities. On a periodic basis, the City purchases technology devices as part of an equipment refresh process. These purchases vary in number and type based on urgency and budget.
Hours of Availability	7:30 am to 5:30 pm, Monday - Thursday and every other Friday from 7:30 am to 5:30 pm.
Measurement Period	As determined by City's deployment schedule.
Target	4 devices per day minimum average per desktop technician. If the desktop technician is assigned only to equipment refreshes, the target will be six (6) devices per day minimum average in those days that they are so assigned.
SLA Credit	\$0

## ADDITIONAL TERMS AND CONDITIONS

### 1.0 Term

The Initial Term of this Agreement shall commence at 12:00 a.m., Pacific Time, on September 1, 2019 ("Commencement Date") and shall continue in effect until 11:59:59 p.m., Pacific Time, on June 30, 2022 ("Expiration Date"), unless earlier terminated as provided herein. The period from the Commencement Date to the Expiration Date is the "Initial Term." The City may, at its option, extend by means of an amendment the Initial Term of this Agreement for additional period(s) of time, with the total contract Initial Term and Extended Terms not to exceed five (5) years.

1.1 Extended Term. At the City's request, the Parties shall meet within thirty (30) days of Vendor's receipt of City's notice to renew this Agreement to negotiate modifications to the terms and conditions of this Agreement. If such negotiations are not requested or if the negotiations do not result in an agreement on different terms and conditions by sixty (60) days prior to the expiration of the Initial Term, City may elect to extend the term of this Agreement for up to two (2) additional consecutive terms, each of which, at the City's sole discretion, may range in length from ninety (90) days to twelve (12) months (each, an "Extended Term") and the then-existing terms and conditions of this Agreement shall remain unchanged and in full force and effect during each such Extended Term. The Initial Term and any Extended Term(s) shall be referred to as the "Term." The City shall exercise its extension option(s) by providing Vendor written notice no later than thirty (30) days prior to the expiration of the Initial Term or any Extended Term. Such notice shall include the length of the relevant Extended Term.

1.2 Service Levels and Liquidated Damage Penalties. Beginning 90 days after the Effective Date, Vendor shall meet or exceed each of the service levels set forth in the Scope of Work.

1.2.1 Vendor agrees to pay City, or have withheld as liquidated damages, those amounts set forth in Exhibit A hereto, for delay in performance of the Services or non-compliance with the specified service levels within the time and metrics specified, including any written extensions which may be granted, in writing, in accordance with this Agreement.

1.2.2 Notwithstanding any provision to the contrary, the total monthly at risk amount for any and all liquidated damages paid or to be paid by the Vendor pursuant to this Agreement shall not exceed ten percent (10%) of the monthly invoiced amount.

1.2.3 Vendor shall report all service level failures (with reference to the Service Level Agreements (each, an "SLA") set forth in Exhibit A hereto) on a monthly basis and for each failure Vendor shall either (i) demonstrate that the failure was due to an Excused Event (defined in 1.2.4), or (ii) provide the City with a corrective action plan to ensure that the failure is cured. If, during the monthly period immediately following the month when the failure occurs, Vendor misses the same service level, Vendor will forfeit the performance level credit for the two monthly periods during which the failure occurred. If the failure is corrected during the next monthly cycle following the month when the failure occurred, Vendor will not be assessed any liquidated damages; provided, however, that in the event Vendor misses the same SLA for three (3) months in a rolling 12-month period, the next occurrence of failure for the same SLA shall result in the imposition of the appropriate SLA Credit.

- 1.2.4 Excused Event. Service level failures shall be excused in the following circumstances: (i) when significant changes in scope and/or workload occur that impact Vendor's ability to perform in accordance with the service levels; (ii) when force majeure events occur; (iii) when program processes are changed at the request of the City, and such changes impact Vendor's ability to perform in accordance with the service levels; or (iv) when a failure is due to the acts, direction, task assignments and/or omissions of the City or third parties outside of Vendor's reasonable control.
- 1.2.5 City's IT Manager can negotiate minor modifications to the SOW and SLAs without a formal amendment, to the extent such minor modifications do not impact fees or unduly prejudice the rights of either Party.
- 1.3 Supplemental Services. Any information technology services or other services, beyond the Services specified in Exhibit A hereto ("Supplemental Services"), shall be performed by Vendor only pursuant to a duly executed amendment hereto. In the absence of a duly executed amendment, Vendor is not obligated to perform, nor is City obligated to remit payment for, any Supplemental Service(s).
- 1.4 Amendment by City Manager. The City Manager is hereby authorized to approve and execute on behalf of City any subsequent amendments to this Agreement which do not either individually or cumulatively in the aggregate exceed ten percent (10%) of the annual Service Fee, as set forth in this Agreement, in each fiscal year during the Term of this Agreement.

## 2.0 City Facilities and Supplies

- 2.1 City Provision. City shall, at its sole cost and expense, furnish Vendor and its staff with reasonable amounts of such office space, office furniture, and other facilities (including utilities and telephone service), which are appropriate to meet the needs of Vendor and its staff for the provision of Services pursuant to this Agreement and are similar in size, type and specifications to those furnished by the City to or for its own employees. It is understood and agreed that, as of the Effective Date of this Agreement, City has provided an adequate amount of furniture and equipment commensurate with existing staffing levels. It is further understood and agreed that for any upgrades in office furniture desired by Vendor or, in the event an Vendor employee requires special furniture to accommodate a disability, the cost of such special furniture (including the responsibility for making reasonable accommodations for its employees under the Americans with Disabilities Act) will be borne by Vendor
- 2.2 Return to City. Upon expiration or termination of this Agreement, or any extension or renewals thereof, all office furniture, equipment, documents, records, books, tapes, disks and files provided by the City or Vendor shall be returned to the City or Vendor in substantially the same condition as received, ordinary wear and tear excepted. Neither the City nor Vendor shall dispose of the other Party's property without the prior consent of the other Party.

### 3.0 Confidentiality

#### 3.1 Confidential Information. Parties agree that:

- 3.1.1 Neither Party shall disclose any Confidential Information of the other Party to any third party without obtaining prior written consent of the other Party.
- 3.1.2 Each Party shall limit dissemination of the other Party's Confidential Information only to those employees, contractors and agents who require access thereto to perform their functions under this Agreement.
- 3.1.3 Each Party agrees to return the Confidential Information to the disclosing Party upon receipt of written request therefor.
- 3.1.4 Each Party agrees that the standard of care to be applied in the performance of the obligations set forth above shall be the standard of care applied by the receiving Party in treating its own Confidential Information, but at least reasonable care to prevent unauthorized copying, use, publication or disclosure.
- 3.1.5 The term of the provisions of this Section shall survive termination of the Agreement or any determination that this Agreement or any portion hereof or Exhibit hereto is void or voidable.

#### 3.2 Exceptions to Confidentiality. The obligation of confidentiality set forth shall not apply to any data or information that the receiving Party proves:

- 3.2.1 Was already rightfully in the possession of the receiving Party or any of its related companies prior to disclosure.
- 3.2.2 Was independently developed by employees having no access to Confidential Information.
- 3.2.3 Was publicly disclosed by a person other than the receiving Party or its employees or agents without restrictions.
- 3.2.4 Was rightfully received from a third party without restrictions on disclosure or use.
- 3.2.5 Was approved for unrestricted release or unrestricted disclosure by the disclosing Party.
- 3.2.6 Was available by inspection of products or services marketed without restrictions, offered for sale or leased in the ordinary course of business by either Party hereto or others.
- 3.2.7 Was required to be produced or disclosed pursuant to applicable laws, regulations or court order, provided the receiving Party has given the disclosing Party the opportunity to defend, limit or protect such production or disclosure.
- 3.2.8 The obligation of confidentiality shall not apply to City to the extent that disclosure is necessary in connection with compliance with any law, court order or formal governmental directive. If disclosure is required (despite Vendor's request for confidentiality), the City shall not in any way be liable or responsible for the disclosure of any such Confidential Information or part thereof.

#### 4.0 Vendor Personnel

- 4.1 Selection of Personnel. The City shall be provided the opportunity to participate in the Vendor's selection of any Personnel providing Services under this Agreement. Vendor shall consider all reasonable City directives in the selection process, to the extent such directives do not cause Vendor to contravene any applicable legal requirements.
- 4.2 Succession Plans and Cross Staffing Required. Vendor shall maintain active succession plans for Vendor positions, including plans to effectively transfer knowledge from Vendor Personnel in the event that it becomes necessary to replace such Vendor Personnel. Upon termination or resignation of any Vendor Key Personnel, Vendor shall promptly provide written notice to City of such termination or resignation and identify potential suitable replacements in writing.
- 4.3 Remote Services. Vendor shall obtain the written consent of City prior to the use of any remote (i.e., off-site) resources to perform Services under this Agreement.

#### 5.0 Removal and Replacement of Vendor Personnel

- 5.1 Removal of Vendor Personnel by City. Notwithstanding anything contained herein to the contrary, if City believes that the performance or conduct of any Vendor Personnel employed or retained by Vendor to perform Vendor's obligations under this Agreement is unsatisfactory or is not in compliance with the provisions of this Agreement, City shall so notify Vendor in writing and Vendor shall, at Vendor's cost, either promptly address the performance or conduct of such Vendor Personnel, or, at City's request, immediately replace such Vendor Personnel with another Vendor Personnel acceptable to City and with sufficient knowledge and expertise to perform the Services in accordance with this Agreement.
- 5.2 Reassignment/Replacement of Vendor Personnel. If: (1) Vendor is obligated to replace any Vendor Personnel; or (2) Vendor wants to replace Personnel, and City consents to such replacement, then: (1) the terms of Removal of Vendor Personnel by City with respect to City's right to participate in the selection of replacement personnel for any Vendor Personnel shall apply; (2) the proposed replacement personnel shall be "qualified," meaning that the proposed replacement personnel shall possess comparable experience and training as the Vendor Personnel to be replaced; and (3) as Vendor deems warranted, the replacement Vendor Personnel shall work with the Vendor personnel during a mutually agreed transition period, and all costs and expenses associated with educating and training the replacement personnel shall be borne by Vendor.

#### 6.0 Minimum On-Site Staffing Levels

Beginning on the Commencement Date, Vendor will provide three (3) on-site FTE personnel.

## 7.0 SLA Credits

The Monthly At-Risk Amount for each month of each Contract Year for failure to meet agreed SLAs is 10% of the applicable month's Monthly Invoiced Amount (excluding pass through charges), which Monthly Invoiced Amount, solely for the purposes of the Monthly At-Risk Amount, shall be at least one twelfth (1/12th) of that year's Annual Service Fees. The non-attainment of SLAs by Vendor shall result in the imposition of a Fee Reduction (i.e., SLA Credit) for each affected SLA. It is understood however, that a single event or failure shall only result in the imposition of one Fee Reduction (with City having discretion to select which Fee Reduction shall apply). In the absence of any modifications to the SLA tables, SLA Credits therein shall apply to all Contract Years. Any modifications to the SLA tables, the Performance Targets, SLAs and Credits shall be by mutual consent of the parties, and shall be embodied in the form of a contract amendment.

Vendor shall report on the status of all service levels on a monthly basis and for each failure Vendor shall either (i) demonstrate that the failure was due to an Excused Event, or (ii) provide the City with a corrective action plan to ensure that the failure is cured. If, during the monthly period immediately following the month when the failure occurs, Vendor misses the same service level, Vendor shall forfeit the performance level credit for the two monthly periods during which the failure occurred. If the failure is corrected during the next monthly cycle following the month when the failure occurred, Vendor shall not be assessed any liquidated damages. In the event Vendor misses the same monthly SLA for three (3) months in a rolling 12-month period, the next occurrence of failure for the same SLA shall result in the imposition of the appropriate SLA Credit.

In the event the Vendor does not meet a service level for which the SLA is measured annually, Vendor shall have one (1) month from the filing of the applicable, annual report (to occur on the fifth (5th) business day following conclusion of the annual service period) in which to undertake corrective measures with respect to the failure. No SLA credits shall be imposed during this period, unless the corrective measures do not remedy the failure within the one (1) month period.

## 8.0 Annual, Quarterly and/or Monthly Reports

Vendor shall measure its performance against the SLAs providing a detailed, comprehensive report of its performance no later than the fifth (5th) Business Day following the end of the applicable reporting period. The format for such SLA Reports shall be determined by the City, with input from Vendor. Vendor shall report all service level failures and for each failure Vendor shall either (i) demonstrate that the failure was due to an Excused Event (as defined below), or (ii) provide the City with a corrective action plan to ensure that the failure is cured.

Vendor and City shall mutually agree on the final format of the SLA report within thirty (30) days following the Commencement Date of the Agreement.





# Agenda Item

## City Council

Item #: 3.6.

8/9/2022

File #: 22-0449

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

**THRU:** Rob Houston, City Manager

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

### 1. SUBJECT

Appropriation of \$5,000 in revenue from community partnership donations.

### 2. SUMMARY

Collected and donated revenues are recommended to be appropriated for 2022 City special events.

### 3. RECOMMENDED ACTION

1. Accept into the City's revenue budget a \$5,000 community partner donation, into revenue account 100.7015.48390.30197, Donations-2022 Special Events Season.
2. Authorize the appropriation of \$5,000 in the expenditure account number 100.7015.51355.30197, General Fund - Special Events-2022 Season.

### 4. FISCAL IMPACT

The revenue received funds the requested appropriation.

### 5. STRATEGIC PLAN GOALS

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

- b: Deliver high quality and safe recreational, social, environmental, educational and cultural services.

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

- e: Develop and strengthen collaborative partnerships to enhance and promote quality of life programs, projects, and services.

### 6. DISCUSSION AND BACKGROUND

#### Community Partnership Donation

The City's annual Community Partnership Program solicits donations to support Citywide special events. The City's donation policy states that single donations greater than \$5,000 may only be accepted and appropriated by the City Council. Thompson Building Materials became "Whole Orange" partners for the 2022 Special Event Season and donated \$5,000. Staff is requesting a total of \$5,000 to be accepted and appropriated to help cover the cost of the City's annual special events.

#### Summary of Revenue Sources

The total appropriation request is \$5,000.

Revenue Source

Thompson Building Materials

Total Collected

\$ 5,000

Location

Community Partnership Program.

**7. ATTACHMENTS**

- None



# Agenda Item

## City Council

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8/9/2022

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#### Summary of Revenue Sources

The total appropriation request is \$5,000.

Revenue Source

Thompson Building Materials

Total Collected

\$ 5,000

Location

Community Partnership Program.

**7. ATTACHMENTS**

- None



# Agenda Item

## City Council

Item #: 3.7.

8/9/2022

File #: 22-0455

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

**THRU:** Rob Houston, City Manager

**FROM:** Sean deMetropolis, Fire Chief

### 1. SUBJECT

Appropriation of \$192,516.14 in State of California Office of Emergency Services funding received.

### 2. SUMMARY

Costs for strike team and individual overhead deployments represent non-budgeted expenditures for the Fire Department. These costs are reimbursed by the State of California Office of Emergency Services at a later date. Staff is requesting that funds be appropriated into the appropriate expenditure accounts for Fiscal Year 2022-2023.

### 3. RECOMMENDED ACTION

1. Accept into the City's revenue budget \$192,516.14 in strike team reimbursement funds from the California Office of Emergency Services (Cal-OES), into the revenue account numbers for Cal-OES reimbursements as specified in Section 6 of the staff report.
2. Authorize the appropriation of \$190,469.12 into the expenditure account numbers for Overtime-Safety as specified in Section 6 of the staff report.
3. Authorize the appropriation of \$2,047.02 into the expenditure account numbers for Strike Team Expenditures as specified in Section 6 of the staff report.

### 4. FISCAL IMPACT

The total appropriations for this reimbursement are funded by the additional revenue received from the State of California Office of Emergency Services.

### 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

The Orange City Fire Department is party to a state-level agreement with the State of California Office of Emergency Services (Cal-OES) to provide fire and emergency assistance to state and federal fire agencies. This agreement is managed by Cal-OES and referred to as the California Fire Assistance Agreement (CFAA). Under this agreement, the Orange City Fire Department generally provides resources two different ways: Strike Teams and Individual Overhead.

Strike team deployments involve an Engine Company, or a Battalion Chief, or a Deputy Chief

responding to an incident with their vehicle, as part of a multi-agency team. Individual Overhead resources respond to fill a specific role for an incident, such as Safety Officer or Line Emergency Medical Technician (EMT).

Upon return from an incident, reimbursement paperwork and invoices are submitted to Cal-OES. The Fire Department recently received reimbursement payments for the Emerald Fire for \$42,620.67, and the Crooks Fire for \$149,895.47. Staff is requesting that funds be appropriated into the appropriate expenditure accounts for Fiscal Year 2022-2023. The additional funds will reimburse Fire Department overtime and travel expenditures incurred during these incidents.

Staff recommends acceptance of revenue and appropriation of expenditures as follows:

Cal-OES reimbursements (revenue account 100.3024.48212.xxxxx):

\$ 42,620.67	.40290 - Emerald Fire
<u>149,895.47</u>	.40297 - Crooks Fire
\$ 192,516.14	

Overtime-Safety (expenditure account 100.3024.50221.xxxxx):

\$ 42,620.67	.40290 - Emerald Fire
<u>147,848.45</u>	.40297 - Crooks Fire
\$ 190,469.12	

Strike Team (expenditure account 100.3024.53860.xxxxx):

\$ 2,047.02	.40297 - Crooks Fire
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## 7. ATTACHMENTS

- None



# Agenda Item

## City Council

Item #: 3.7.

8/9/2022

File #: 22-0455

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

**THRU:** Rob Houston, City Manager

**FROM:** Sean deMetropolis, Fire Chief

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### 2. SUMMARY

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Strike Team (expenditure account 100.3024.53860.xxxxx):

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## 7. ATTACHMENTS

- None





# Agenda Item

## City Council

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**Item #:** 3.8.

**8/9/2022**

**File #:** 22-0456

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

**THRU:** Rob Houston, City Manager

**FROM:** Sean deMetropolis, Fire Chief

### 1. SUBJECT

Appropriation of \$25,748 in designated continuing education funding received from the Rancho Santiago Community College District.

### 2. SUMMARY

Rancho Santiago Community College District (Santa Ana College) partners with the Orange City Fire Department to provide reimbursement for mandatory training hours performed by staff. Staff is requesting acceptance of \$25,748 in revenue and its appropriation into the Fiscal Year 2022-2023 budget.

### 3. RECOMMENDED ACTION

1. Accept into the City's revenue budget \$25,748 in continuing education funds from Rancho Santiago Community College District into revenue account number 100.3023.48210.20234, General Fund - Santa Ana College Fire Training.
2. Authorize the appropriation of \$25,748 into expenditure account number 100.3023.51840.20234, General Fund - Santa Ana College Fire Training.

### 4. FISCAL IMPACT

The total appropriation for this reimbursement is funded by the additional revenue received from the Rancho Santiago Community College District.

### 5. STRATEGIC PLAN GOALS

Goal 2: Be a fiscally healthy community

- a. Analyze future fiscal needs and potential revenue opportunities.

### 6. DISCUSSION AND BACKGROUND

The Orange City Fire Department (Fire Department) safety personnel are required to attend a minimum of 20 hours of training per month. Training is directed either by outside subject matter experts, or by Fire Department captains who have obtained 1A or 1B certification.

Rancho Santiago Community College District, Santa Ana College (College), receives state funds to administer this training and can redirect a portion of the funds to fire departments that enroll their personnel as students at the College. The Fire Department is a party to an agreement whereby the College pays the Department \$3.50 per firefighter for each hour of training the firefighter attends.

Such funds may be used for Fire Department training expenses and other operational needs.

Training curriculum sponsored by the College is chosen based on the guidelines set forth by the California Community Colleges Chancellor's Office (CCCCO). Curriculum is divided into several different courses that are required by Cal-OSHA and designed for large group instruction. The Fire Department utilizes subject matter experts to conduct the training to address the required material. Training hours are recorded and the total number of hours are then calculated each semester by the Fire Department's Training Captain and submitted as an invoice to the College.

Funds received from the College give the Fire Department the ability to pay for outside instructors when the department does not have a subject matter expert for required training. They also fund improved training aids, books, materials and equipment, as well as assisting with other operational needs beyond the Fire Department's available fiscal year budget.

The Fire Department recently received a check for \$25,748 from Rancho Santiago Community College District, which need to be appropriated into the Fire Department's budget.

## **7. ATTACHMENTS**

- Standard Inter-Agency Instructional Services Agreement.



# Agenda Item

## City Council

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**Item #:** 3.8.

**8/9/2022**

**File #:** 22-0456

---

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**THRU:** Rob Houston, City Manager

**FROM:** Sean deMetropolis, Fire Chief

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2. Authorize the appropriation of \$25,748 into expenditure account number 100.3023.51840.20234, General Fund - Santa Ana College Fire Training.

### 4. FISCAL IMPACT

The total appropriation for this reimbursement is funded by the additional revenue received from the Rancho Santiago Community College District.

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The Fire Department recently received a check for \$25,748 from Rancho Santiago Community College District, which need to be appropriated into the Fire Department's budget.

## **7. ATTACHMENTS**

- Standard Inter-Agency Instructional Services Agreement.

**STANDARD INTER-AGENCY INSTRUCTIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is entered into by and between the **Rancho Santiago Community College District**, 2323 North Broadway, Santa Ana, California 92706 (District) and the **City of Orange, 176 South Grand Street, Orange, CA, 92866** (Agency).

**RECITALS**

**WHEREAS**, under Government Code Section 53060 and Education Code Section 78021, the Rancho Santiago Community College District desires to contract with Agency as an independent contractor to the District; and

**WHEREAS**, Agency has the personnel, expertise and equipment to provide the special services required herein, and

**WHEREAS**, the public's interest, convenience and general welfare will be served by this contract;

**NOW THEREFORE**, Agency and District agree as follows:

**PROVISIONS OF THE AGREEMENT**

**A. AGENCY'S RESPONSIBILITIES:**

1. **Services**. Agency's responsibility shall be to diligently furnish to the District the services and materials as set forth in Attachment A, hereby incorporated in this Agreement by this reference.
2. **Student Attendance Records**. Records of student attendance and achievement will be maintained by Agency. Records will be open for review at all times by officials of the District and submitted on a schedule developed by the District.

3. Non-Discrimination. Agency agrees that it will not engage in unlawful discrimination of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or age, or sex of such person.

4. Applicable Law. Agency agrees to comply with all federal, state, and local laws, rules regulations, and ordinances that are now or may in the future become applicable to Agency. Agency's business, equipment, and personnel engaged in operations covered by this agreement or occurring out of the performance of such operations.

**B. DISTRICT'S RESPONSIBILITIES**

1. Educational Program. District is responsible for the educational program that will be conducted on site.

2. Supervise and Control Instruction. The instruction to be claimed for apportionment under this contract shall be under the immediate supervision and control of a District employee (Title 5, Section 58058) who has met the minimum qualifications for instruction in a vocational subject in a California community college.

3. Instructor Who Is Not a District Employee - District's Responsibilities.  
Where Agency's instructor is not a paid employee of the District, the District shall have a written agreement with each such instructor who is conducting instruction for which Full time Equivalency Students (FTES) are to be reported. The agreement shall state that the District has the primary right to control and direct the instructional activities of Agency's instructor.

4. Qualifications of Instructors. District shall list the minimum qualifications for instructors teaching these courses. Such qualifications shall be consistent with requirements specified by the District.

5. District's Control of and Direction for Instructors. District shall provide instructors with an orientation, instructors manual, course outlines, curriculum materials, testing and grading procedures, and any of the other necessary materials and services that it would provide to its hourly instructors on campus.

6. Courses of Instruction. These are specified in Attachment A to this Agreement. It is the District's responsibility to ensure that the course outline of records are approved by the District's curriculum committee pursuant to Title 5 course standards, and that the courses have been approved by the District's board of trustees.

7. Different Section of Courses. District shall have procedures to ensure that faculty teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course. Such procedures apply to the faculty and courses that are the subject of this contract, and the students shall be held to a comparable level of rigor.

8. Enrollment. District will advise Agency of the enrollment period, student enrollment fees, the number of class hours sufficient to meet the stated performance objectives, policy regarding the supervision and evaluation of students, and the procedure applicable to the withdrawal of students prior to completion of a course or program.

9. Obtaining Approval of Degree and Certificate Programs Is District's Responsibility. It is required that degree and certificate programs have been approved by the State Chancellor's Office and courses that make up the programs must be part of the approved programs, or District must have received delegate authority to separately approve those courses locally.

10. Classes Held Outside of District. If the classes are to be located outside the boundaries of the District, the District must comply with the requirements of title 5, Sections 55230-55232, concerning approval by adjoining high school or community college districts and use of non-District facilities.

11. Funding Source. District shall certify that it does not receive full compensation for the direct education costs of the course from any public or private agency, individual, or group.

12. Certification. District is responsible for obtaining certification verifying that the instruction activity to be conducted will not be fully funded by other sources. (Title 5, Section 58051.5)

C. FEE

1. Agency Fee and Expenses. The fee to be paid by District for the services and materials to be supplied hereunder is: Three dollars and fifty cents (\$3.50) per student contact hour, not to exceed 20,000 student contract hours or \$70,000.00 per fiscal year. Annual limits shall not be exceeded without the expressed permission from either the Dean of Human Services & Technology Division or the Associate Dean of Fire Technology / Associate Dean of Criminal Justice.

2. Invoices. The Agency shall invoice the District at the conclusion of each course, supplying mutually acceptable documentation of student contact hours for each course.

D. TERMS AND CONDITIONS

1. Facilities. Agency and District agree that the course shall be held at facilities that are clearly identified as being open to the general public. (Title 5, Section 58051.5)

**SAC-17-073**  
Standard Fire Instructional Services Agreement\_rev Jan 2018



2. Open Enrollment. District and Agency agree that enrollment in the course must be open to any person who has been admitted to the college and has met any applicable prerequisites. (Title 5, Sections 51006 and 59106) The District's policy on open enrollment is published in the college catalogue and schedule of classes (Title 5, Section 51006), along with a description of the course and information about whether the course is offered for credit and is transferable. (Title 5, Section 55005)

3. Support Services for Students. Both Agency and District shall ensure that ancillary and support services are provided for the students (e.g. Counseling and Guidance, and Placement Assistance).

4. Indemnification. All parties to this agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this article do not apply to any damage or loss caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.

5. Term. This Agreement shall be in effect as of the date signed, and shall continue in effect for five years, unless sooner terminated by either party in accordance with this section in the manner set forth herein. This agreement may be extended for one (1) additional year by mutual agreement between the parties no later than one month prior to the anniversary date of the Agreement. Either party may cancel or terminate this Agreement without cause upon 30 days prior written notice given by either party.

6. Termination for Cause. The District may terminate this Agreement and be relieved of any consideration to Agency should Agency fail to perform the covenants herein at the time and in the manner provided. In the event of such termination, the District may proceed with the work in any manner deemed proper by the District. The cost to the District shall be deducted from any sum due the Agency under this Agreement, and the balance, if any, shall be paid by the Agency.

7. Assignment. This Agreement shall not be assigned by Agency either in whole or in part. Any such purported assignment voids this Agreement.

8. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If to District:

Rancho Santiago Community College District  
ATTN: Vice Chancellor, Business Operations and Fiscal Services  
2323 North Broadway  
Santa Ana, California 92706

If submitting an invoice, insert: "Attn: Accounts Payable"

If to Agency:

City of Orange  
176 South Grand Street  
Orange, CA 92866

9. Time Is of the Essence. Time is of the essence for each of the provisions of this Agreement, and all the provisions of this Agreement, shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

10. Modifications. No modifications or variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreements not incorporated herein shall be binding on any of the parties hereto.

11. Insurance. Each Party to this Agreement shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term hereof insurance or self-insurance insuring against the peril of bodily injury, personal injury, property damage and including a contractual liability endorsement with a limit of liability at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate: California Workers' Compensation Insurance on their employees performing any services under this Agreement; and, such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance. Certificates of insurance, or other satisfactory documentation, evidencing that the insurance coverage specified herein is in full force and effect throughout the term of this Agreement may be requested by either party.

12. Equal Employment Opportunity Clause. The parties to this contract agree to promote equal employment opportunities through its policies and regulations. This means that both parties will not discriminate, nor tolerate discrimination, against any applicant or employee because of race, color, religion, gender, sexual orientations, national origin, age, disabled, or

veteran status. Additionally, the parties will provide an environment that is free from sexual harassment. as well as harassment and intimidation on account of an individual's race, color, religion, gender, sexual orientation, national origin, age, disability, or veteran status.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the day and year first written above.

Agency: CITY OF ORANGE  
176 South Grand Street  
Orange, CA 92866

DM SQ  
District: RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
2323 North Broadway  
Santa Ana, CA 92706

By: Jack Thomas  
Name: Jack Thomas  
Title: Fire Chief

By: Peter J. Hardash  
Name: Peter J. Hardash  
Title: Vice Chancellor  
Business Operations and Fiscal Services

Date: 8/28/18

Date: 8/27/18

APPROVED AS TO FORM  
Wayne W. Winters  
WAYNE W. WINTHERS  
City Attorney

ATTACHMENT A  
STANDARD INTER-AGENCY SERVICES AGREEMENT  
SERVICES TO BE PROVIDED BY AGENCY:

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1. **Teaching Approved Curriculum:** All student contact hours submitted by the Agency to the District shall be part of a course of instruction that has either been approved by Santa Ana College's Curriculum and Instruction Council, or has been accepted as a topics course and approved by the College's Chief Instructional Officer.
2. **Instructor Qualifications:** All student contact hours submitted by the Agency to the District shall have been taught under the line of sight supervision of instructors who meet the District's minimum or equivalent qualifications for hiring as part-time Criminal Justice / Fire Technology Instructors. This expertise is furnished at the expense of the Agency. The services include the use of their specialized equipment, facilities, all handouts, and instructors with specific expertise.
3. **Non-overlap with other funding sources:** The above instructional hours are conducted as full-time equivalent students (FTES) funded courses through the Criminal Justice Academies / Fire Technology Department at Santa Ana College.
4. **Enrollment of Students:** The District will supply current student enrollment forms to the Agency who will return properly completed enrollment forms to the District prior to beginning instruction.

5. **Instructional Activities:** The Administrators of Rancho Santiago Community College District and Agency (and/or their designees) will meet at mutually agreed intervals to plan, schedule and budget for instructional activities; the joint consent of the District and the Agency shall precede any instructional activity.

6. **List of Courses:** The District will make available to Agency all courses listed in the course catalog consistent with District Standards for curriculum adoption.



# Agenda Item

## City Council

Item #: 3.9.

8/9/2022

File #: 22-0448

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

**THRU:** Rob Houston, City Manager

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

### 1. SUBJECT

Acceptance and appropriation of \$10,000 in American Recovery Act Program funding for Meal Gap Services.

### 2. SUMMARY

Staff is recommending the acceptance and appropriation of \$10,000 in American Recovery Act Program funding received through the County of Orange for expenses to implement a fresh fruit and vegetable donation program for unhoused individuals experiencing food insecurity as a result of the COVID-19 pandemic.

### 3. RECOMMENDED ACTION

1. Accept into the City's revenue budget \$10,000 in American Recovery Act Program Funding from the County of Orange, into revenue account 550.7011.45150.30207, Reimbursable Capital Projects - Federal Grant Revenue.
2. Authorize the appropriation of \$10,000 to 550.7011.56510.30207, CIP-Other Capital Outlay-Meal Gap FY 23.

### 4. FISCAL IMPACT

The total appropriations for this program are funded by the revenue received from the American Recovery Act Program distributed by the County of Orange.

### 5. STRATEGIC PLAN GOALS

Goal 1: Provide for a safe community

- e: Develop and implement effective community outreach services and programs to promote public safety.

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

- e: Develop and strengthen collaborative partnerships to enhance and promote quality of life programs, projects, and services.

### 6. DISCUSSION AND BACKGROUND

#### Background

In June 2020, the City received \$229,825 through Orange County Supervisor, Don Wagner via the Coronavirus Relief Fund for the Senior Meal Gap program (SMGP). Using a voucher program, over

350 Orange seniors received \$500 in vouchers to local restaurants for delivered meals and grocery stores. The Orange Senior Center/Orange Elderly Service (OES) was also able to expand its Meals on Wheels (MOW) program to provide meals on the weekends for its MOW participants.

On May 25, 2021, Supervisor Wagner's Office notified the City that the Board of Supervisors approved \$10 million (\$2 million per District) from the American Recovery Act Program funding for an expanded food/meal gap program for seniors, persons with disabilities, and other individuals experiencing food insecurities as a result of the COVID-19 pandemic. Supervisor Wagner once again remitted his District 3 funds directly to the cities in his District, including the City of Orange. The City's share of these funds was \$459,659. The City used the second round of funding to address food insecurities among seniors, families, and persons with disabilities. Together with OES and the Friendly Center, the City was able to distribute grocery store gift cards in the amount up to \$1,000 to over 600 program recipients.

## Discussion

Orange County Supervisor Katarina Foley recently informed the City that her office had remaining funding for Meal Gap Programs. Staff submitted a proposal to the Supervisor's Office for a third Meal Gap Program that would assist in meal distribution in services of the 517 W. Struck Transition Plan. As presented to the Supervisor, the City is partnering with the local nonprofit Abound Food Care to provide two hot meals a day (breakfast and lunch) Monday through Saturday, for the unsheltered population as part of the 517 W. Struck Transition Plan. The meals provided are consistent with the United States Department of Agriculture (USDA) "MyPlate" guidelines to ensure that recipients receive optimal nutrition from the meals distributed. Abound Food Care also offers medically tailored meals with dietary restrictions.

Orange Home Grown Foundation (OHG) is an Orange-based nonprofit that focuses on bringing locally grown, nutrient-dense food to the community. As part of their organization, OHG operates a local Certified Farmers and Artisans Market in Orange every Saturday. Historically, OHG has worked with local food banks and non-profits to provide fresh fruits and vegetables to populations in needs, including those experiencing homelessness. With the available meal gap funding, the City proposes utilizing the funds to secure fresh fruits and vegetables from OHG's Farmers Market and donate these to Abound Food Care for the current meal program.

Supervisor Foley's Office notified staff that the Supervisor would fund \$10,000 towards the proposed program. Staff estimates that Abound Food Care can use the donated produce to assist with the preparation of approximately 1,000 meals in support of the 517 W. Struck Transition Plan. The City Manager executed an agreement with the County for receipt of these funds on July 14, 2022.

## 7. ATTACHMENTS

- Subrecipient Agreement for Revenue Loss American Rescue Plan Act Funding





# Agenda Item

## City Council

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8/9/2022

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## 7. ATTACHMENTS

- Subrecipient Agreement for Revenue Loss American Rescue Plan Act Funding

**SUBRECIPIENT AGREEMENT BETWEEN THE COUNTY OF ORANGE  
AND CITY OF ORANGE FOR REVENUE LOSS AMERICAN RESCUE PLAN  
ACT FUNDING**

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This Subrecipient Agreement (the “Agreement”) is made and entered into by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as “County,” and City of Orange, a California municipal corporation, hereafter referred to as “Subrecipient,” with the County and Subrecipient referred to as “Party,” or collectively as “Parties.”

WHEREAS, on February 26, 2020, the County Health Officer declared a local health emergency based on an imminent and proximate threat to public health from the introduction of a novel coronavirus (named “COVID-19”) in Orange County (the “COVID-19 Emergency”); and

WHEREAS, on March 2, 2020, the Board of Supervisors adopted Resolution No. 2020-11 ratifying the local health emergency declared by the County’s Health Officer; and

WHEREAS, on March 4, 2020, the Governor of the State of California declared a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States issued a Proclamation on Declaring a National Emergency Concerning the COVID-19 Outbreak; and

WHEREAS, the American Rescue Plan Act (ARPA) was passed by Congress and signed into law by the President of the United States on March 11, 2021; and

WHEREAS, the ARPA distributed more than \$360 billion in emergency funding for state, local, territorial, and Tribal governments with the County receiving a total of \$616.8 million in two equal allocations of Coronavirus State and Local Fiscal Recovery Funds; and

WHEREAS, the ARPA provides that payments from the Coronavirus State and Local Fiscal Recovery Funds may be used for revenue replacement for the provision of government services, COVID-19 expenditures or negative economic impacts of COVID-19, premium pay for essential workers, and investments in water, sewer, and broadband infrastructure for the State or local government; and were incurred during the period that begins on March 3, 2021, and ends on December 30, 2024; and

WHEREAS, the United States Department of Treasury released its Interim Final Rule to implement the Coronavirus State and Local Fiscal Recovery Fund established under the American Rescue Plan Act, which states that food assistance to households or populations facing negative economic impacts due to COVID-19 is an eligible use of Coronavirus State and Local Fiscal Recovery Funds, and that a recipient may presume a household or population that experienced increased food insecurity or is low- or moderate-income experienced negative economic impacts resulting from the pandemic; and

WHEREAS, on April 27, 2021, the Orange County Board of Supervisors allocated \$10 million in American Rescue Plan Act of 2021 (ARPA), H.R. 1319 dollars equally between the five supervisorial districts for meal gap support initiatives in response to COVID-19; and

WHEREAS, pursuant to the authority delegated by the Orange County Board of Supervisors, a share will be distributed to each city located in District 2 based on overall district population; and

WHEREAS, in order to provide meals to those facing food insecurities in the Second District due to the COVID-19 public health emergency, the Parties have agreed that the County shall transfer the grant amount described herein to Subrecipient.

NOW, THEREFORE, the Parties mutually agree as follows:

1. **TERM OF AGREEMENT.** The term of this Agreement begins on the date when fully executed by the Parties, and terminates on December 31 2022, or when all of the Parties' obligations under this Agreement are fully satisfied, whichever occurs earlier.

2. **USE OF GRANT AMOUNT.**

a. The grant funds provided are federal funds and subject to the Single Audit Act of 1984. The following information is provided in accordance with the Single Audit Act.

Award Amount	Up to \$10,000
Awarding County Agency	OC Community Resources
County Contact Information	Renee Ramirez
CFDA #/Name	21.027 / Coronavirus State and Local Fiscal Recovery Funds
Awarding Federal Agency	US Treasury Department
Indirect Cost Rate	10% MTDC or Federally Approved Rate

- b. Subrecipient shall use the grant amount provided under this Agreement to provide for food insecurities: (1) are necessary expenditures incurred due to the public health emergency with respect to COVID-19; and (2) were incurred during the period that begins on the date the Agreement is fully executed and ends on December 31, 2022.
- b. The term “Eligible Expenses,” as used in this Agreement, shall mean expenses incurred and paid for by Subrecipient for the provision of providing food/meal gap programs to clients with insecurities due to the Covid-19 pandemic located in the Second District in connection with the COVID-19 public health emergency. Eligible expenses may include improvements to or building of community gardens in neighborhoods or schools to cover supplies, plantings of vegetables and fruits, and waivers of community garden plot stipends. Eligible expenses may also include planting of fruit trees like orange, lemon, lime or apples in low income Covid impacted neighborhoods and parks.
- c. The following is a nonexclusive list of expenditures that shall not constitute Eligible Expenses payable from the grant amount:
  - (1) Damages covered by insurance.
  - (2) Expenses that have been or will be reimbursed under any local, state or federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
  - (3) Reimbursement to donors for donated items or services.
  - (4) Workforce bonuses other than hazard pay or overtime.
  - (5) Severance pay.
  - (6) Legal settlements.
- d. Indirect costs may not exceed 10% of the modified total direct costs per 2 CFR section 200.68 or the federally approved indirect cost rate, if applicable.
- e. Subrecipient must utilize the grant amount in accordance with all Federal and State laws, including but not limited to the American Rescue Plan Act of 2021 (ARPA), codified at 42 U.S.C. § 802, et seq., and all applicable regulations and guidelines implementing ARPA, including the regulations

issued by the Department of Treasury at 31 CFR Part 35 regarding costs that are payable from Coronavirus State and Fiscal Recovery Funds.

### 3. PAYMENT OF GRANT AMOUNT

- a. The County will issue a one-time payment to the Subrecipient in the amount of **\$10,000** within 10 business days of the full execution of this Agreement. All of Subrecipient's expenditures of the grant amount must be for costs as described in Paragraph 2 of this Agreement. The grant amount represents the amount allocated to Subrecipient.
- b. It is understood that the County makes no commitment to fund this Agreement beyond the terms set forth herein.
- c. Subrecipient will provide the County invoices and receipts as proof of eligible expenses within 14 working days of expending the full \$10,000, or the final amount spent.
- d. If Subrecipient has not spent any portion of the grant amount it has received under this Agreement to cover Eligible Expenses by December 31, 2022, Subrecipient shall return to the County by January 15, 2023 the amount remaining unspent as of December 31, 2022.

4. **STATUTES AND REGULATIONS APPLICABLE TO GRANT.** Subrecipient must comply with all applicable requirements of State, Federal, and County of Orange laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. Subrecipient must comply with applicable State and Federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Subrecipient must comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

- a. Office of Management and Budget (OMB) Guidance. Subrecipient must comply with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards per 2 CFR Part 200 (the "Uniform Guidance").
- b. Single Audit Act. Since Federal funds are used in the performance of this Agreement, Subrecipient must, as applicable, adhere to the rules and regulations of the Single Audit Act (31 USC Sec. 7501 et seq.), OMB Circular A-133 and any administrative regulation or field memoranda implementing the Act.

c. Political Activity Prohibited. None of the funds, materials, property or services provided directly or indirectly under this Agreement may be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Funds provided under this Agreement may not be used for any purpose designed to support or defeat any pending legislation or administrative regulation.

5. **COMPLIANCE WITH GRANT REQUIREMENTS.** Grant funds awarded must be used solely for the purposes identified in Paragraph 2 of this Agreement. In accordance with Paragraph 11, Subrecipient agrees to indemnify, defend, and hold harmless the County of Orange for any sums the State or Federal government contends or determines Subrecipient used in violation of this Agreement. Subrecipient shall immediately return to the County any funds the County or any responsible State or Federal agency, including the Department of Treasury, determines the Subrecipient has used in a manner that is inconsistent with Paragraph 2 of this Agreement. The provisions of this paragraph shall survive termination of this Agreement.

## 6. **REPORTS.**

a. **Progress Report.** On November 30, 2022, Subrecipient shall provide a report to the County that shall: (1) identify the Eligible Expenses paid from the grant amount; (2) demonstrate how Subrecipient used the grant amount consistent with the use requirements of Paragraph 2; and (4) identify the balance of the grant amount that Subrecipient has not spent.

b. **Final Report.** Upon the earlier of Subrecipient's expenditure of the balance of the grant amount or January 15, 2023, Subrecipient shall provide a report to the County that shall: (1) identify the Eligible Expenses paid from the grant amount; (2) demonstrate how Subrecipient used the grant amount consistent with the use requirements of Paragraph 2; and (3) identify the balance of the grant amount that Subrecipient has not spent, if any.

c. The Subrecipient shall provide a certification signed by its City Manager or designee with each report required under this Paragraph 6 that the statements contained in the report are true and that the expenditures described in the report comply with the uses permitted under Paragraph 2.

d. Subrecipient shall maintain supporting documentation for the reports required by this Paragraph 6 consistent with the requirements of Paragraph 7.

7. **RECORDS MAINTENANCE.** Records, in their original form, must be maintained in accordance with requirements prescribed by the County with respect

to all matters specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records must be retained for a period of four (4) years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. Records, in their original form pertaining to matters covered by this Agreement, must at all times be retained within the County of Orange unless authorization to remove them is granted in writing by the County.

8. **RECORDS INSPECTION.** At any time during normal business hours and as often as either the County, Inspector General acting pursuant to the Inspector General Act of 1978, or the Auditor General of the State of California may deem necessary, Subrecipient must make available for examination all of its records with respect to all matters covered by this Agreement. The County, Inspector General, and the Auditor General of the State of California each have the authority to audit, examine and make excerpts or transcripts from records, including all Subrecipient's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Subrecipient agrees to provide any reports requested by the County regarding performance of this Agreement. With respect to inspection of Subrecipient's records, the County may require that Subrecipient provide supporting documentation to substantiate Subrecipient's expenses with respect to the Subrecipient's use or expenditure of the grant amount.

9. **INDEPENDENT CONTRACTOR.** The Subrecipient shall be considered an independent contractor and neither the Subrecipient, its employees, nor anyone working under the Subrecipient shall be considered an agent or an employee of County. Neither the Subrecipient, its employees nor anyone working under the Subrecipient shall qualify for workers' compensation or other fringe benefits of any kind through County.

10. **PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS.** Subrecipient shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Agreement. Subrecipient shall be responsible for observing and complying with any applicable Federal, State, or local laws, or rules or regulations affecting any such work. Subrecipient shall provide copies of permits and approvals to the County upon request.

11. **INDEMNITY.** The Subrecipient agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees and agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the Subrecipient's receipt of the grant



amount under this Agreement, including any claims that the grant amount paid by the County under this Agreement was not used consistent with the restrictions set forth in Section 2.b above. The provisions of this paragraph shall survive the termination of this Agreement.

12. NOTICES. Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Subrecipient:  
City Manager  
City of Orange  
300 E. Chapman Ave.  
Orange, CA 92866

County:  
Renee Ramirez  
County of Orange  
OC Community Services  
1300 S. Grand, Bldg. B  
Santa Ana, CA 92705

13. DEFAULTS. Should either Party fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the non-breaching Party reserves the right to terminate the Agreement, reserving all rights under State and Federal law.

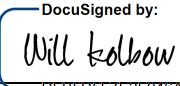
14. ATTORNEY FEES. In any action or proceeding to enforce or interpret any provision of this Agreement, each Party shall bear its own attorney's fees, costs, and expenses.

15. ENTIRE CONTRACT: This Agreement contains the entire contract between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on the parties unless authorized by the Parties in writing.

16. **AMENDMENTS.** No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.


**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the day and year dated below.

BY:  DATED: 7/14/2022  
DocuSigned by:  
739E9D847CF146C...  
 Mary Binning, City Attorney  
 City of Orange

BY:  DATED: 7/14/2022  
DocuSigned by:  
DFB5D5F7E2F946A...  
 Will Kolbow  
 Assistant City Manager  
 City of Orange

BY:  DATED: 7/14/2022  
DocuSigned by:  
24CF8D66B21A40D...  
 Dylan Wright, Director  
 OC Community Resources

APPROVED AS TO FORM:  
 Office of the County Counsel  
 County of Orange, California

BY:   
DocuSigned by:  
8886A436D1274E8...  
 Deputy  
 DATED: 7/14/2022



# Agenda Item

## City Council

Item #: 3.10.

8/9/2022

File #: 22-0440

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

**THRU:** Rob Houston, City Manager

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

### 1. SUBJECT

Approval of plans and specifications for Cannon Street at Serrano Avenue Intersection Improvements (SP-4086); and authorization to advertise for bids.

### 2. SUMMARY

Plans and specifications have been completed and the project is ready to be advertised for bids. The total estimated construction cost including contingencies and construction engineering is \$842,419.

### 3. RECOMMENDED ACTION

Approve the plans and specifications and authorize advertising for Bid No. 22-23.05.

### 4. FISCAL IMPACT

The total expenditure for this project is \$842,419 and will be funded in Cannon & Serrano Intersection Modification (20383) through:

Transportation System Improvement Program - Citywide (287)	\$210,605
Reimbursable Capital Projects (550)	<u>631,814</u>
Total:	\$842,419

### 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 Cannon Street and Serrano Avenue intersection is a critical intersection as identified in the City of Orange General Plan adopted by the City Council on March 9, 2010. This project will widen the southeast quadrant of the intersection and a short stretch on the north side of Serrano Avenue, just east of the intersection to accommodate vehicular traffic, and pedestrian and equestrian access.

The project will add a second dedicated right-turn lane from northbound Cannon Street to eastbound Serrano Avenue to help ease congestion at this intersection. The City Council approved preliminary project plans and MND 1867-19 on June 8, 2021. Final plans and specifications have now been

completed and the project is ready to be advertised for bids.

The project is being partly funded through the competitive Comprehensive Transportation Funding Program for Intersection Capacity Enhancement (CTFP-ICE) as administered through the Orange County Transportation Authority (OCTA). The City has been approved for \$631,814 from the program for construction funds for the project.

The improvements of the intersection will include the construction of new asphalt, concrete curb, gutters, sidewalks, wooden fence, installation of a water quality structure (Filterra Unit), modification of the existing traffic signal, existing pavement rehabilitation, signing and striping.

The total estimated construction cost, including 15% for contingencies and construction engineering is \$842,419. Construction is anticipated to commence in early 2023 and is expected to be completed in ninety (90) calendar days.

## **7. ATTACHMENTS**

- Location Map



# Agenda Item

## City Council

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8/9/2022

File #: 22-0440

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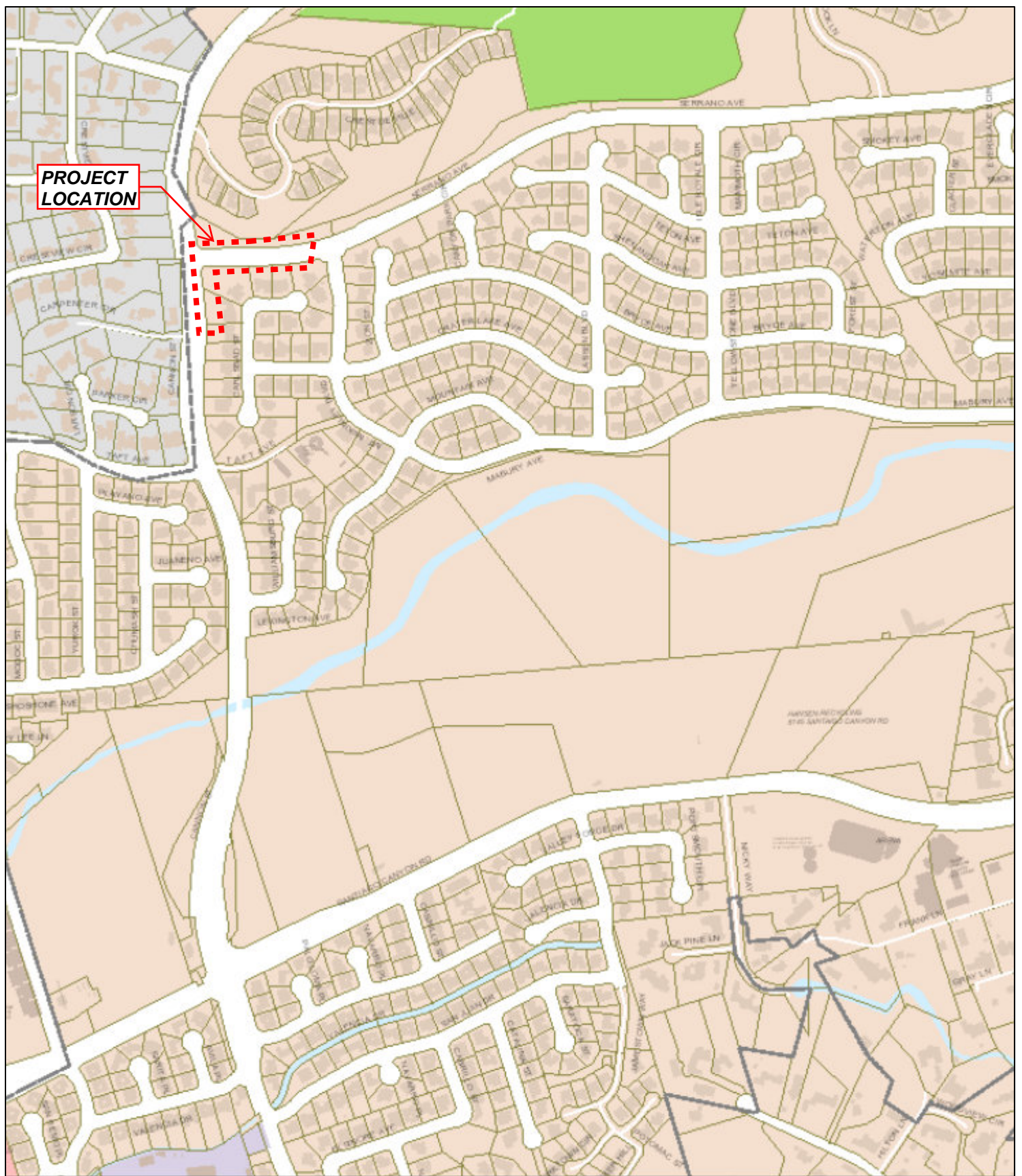
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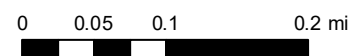




**PROJECT  
LOCATION**



**Cannon Street and Serrano Avenue Intersection  
Modification Project (SP-4086)**





# Agenda Item

## City Council

Item #: 3.11.

8/9/2022

File #: 22-0473

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

**THRU:** Rob Houston, City Manager

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

### 1. SUBJECT

Approval of plans and specifications for the Orange Library Interior Rehabilitation Project, and authorization to advertise for bids.

### 2. SUMMARY

Plans and specifications have been completed and the project is ready to advertise for bids. The total estimated cost is \$766,500, which includes 15% contingency and construction management.

### 3. RECOMMENDED ACTION

Approve plans and specifications and authorize advertising for Bid No. 22-23.08.

### 4. FISCAL IMPACT

The estimated expenditure for this project is \$766,500 and will be funded through:

Main Library Facility Improvements (20461)	Capital Projects (500)	\$290,000
	Library Facility Fees (573)	140,000
	Major Bldg. Impr. (725)	16,500
Taft Library Facility Improvements (20462)	Library Facility Fees (573)	155,000
El Modena Library Facility Improv. (20463)	Capital Projects (500)	10,000
	Library Facility Fees (573)	155,000
Total:		\$766,500

### 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 Orange Library Interior Rehabilitation Project will improve all three library facilities: Main Library, Taft Branch Library, and El Modena Library. The most recent interior improvements were completed over ten years ago when the Main Library underwent major rehabilitation. Both branch location interior improvements date even further back. Project improvements include new carpeting and interior painting at all facilities, with color palette selected by Library and Public Works staff. Other



improvements include new bathroom fixtures at all libraries and soundproofing at Main Library and El Modena Branch Library. The projected costs also include extensive preparation work due to the tall ceilings, removal of ceiling sculptures, and the necessity to temporarily move the rows of book shelving.

This project is scheduled to begin in December 2022, leveraging the holiday period to minimize the impact to the public.

The proposed project is categorically exempt from the provisions of the California Quality Act (CEQA) under CEQA guidelines Section 15301 "Existing Facilities" Class 1(c). The Notice of exemption will be filed with the County Recorder's Office upon Council's approval of the plans and specifications.

Specifications and cost estimate are available for review through the Public Works Department.

## **7. ATTACHMENTS**

- None



# Agenda Item

## City Council

Item #: 3.11.

8/9/2022

File #: 22-0473

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

**THRU:** Rob Houston, City Manager

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

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Specifications and cost estimate are available for review through the Public Works Department.

## **7. ATTACHMENTS**

- None



# Agenda Item

## City Council

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**Item #:** 3.12.

**8/9/2022**

**File #:** 22-0474

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

**THRU:** Rob Houston, City Manager

**FROM:** Gary A. Sheatz, City Attorney

### **1. SUBJECT**

Claims for Damages.

### **2. SUMMARY**

Seven 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. Immanuel Lutheran Church
2. Andrew Moser
3. Carlos De Brito
4. Canyon Glen Community Association
5. Jeff McCleary
6. Southern California Edison
7. Mercury Insurance a/s/o Kenya Avila

### **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 Immanuel Lutheran Church alleging property damage to driveway apron due to City tree roots.
2. Claim for damages from Andrew Moser alleging property damage to Claimant's vehicle's tire when Claimant drove over a pothole.
3. Claim for damages from Carlos De Brito alleging property damage to Claimant's vehicle when Claimant drove over a manhole.
4. Claim for reimbursement of water charges from Canyon Glen Community Association.
5. Claim for damages from Jeff McCleary alleging property damage to driveway due to City tree roots.
6. Claim for damages from Southern California Edison alleging property damage when a City

vehicle drove over an electrical splice box lid.

7. Claim for excess liability from Mercury Insurance a/s/o Kenya Avila alleging insured, a County of Orange employee, was in a traffic collision while performing work duties.

## **7. ATTACHMENTS**

- None.



# Agenda Item

## City Council

Item #: 3.12.

8/9/2022

File #: 22-0474

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

**THRU:** Rob Houston, City Manager

**FROM:** Gary A. Sheatz, City Attorney

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Claims for Damages.

### 2. SUMMARY

Seven claims have been received and investigated by the City Attorney's Office and/or the Risk Manager with the involved departments.

### 3. RECOMMENDED ACTION

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1. Immanuel Lutheran Church
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4. Canyon Glen Community Association
5. Jeff McCleary
6. Southern California Edison
7. Mercury Insurance a/s/o Kenya Avila

### 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 Immanuel Lutheran Church alleging property damage to driveway apron due to City tree roots.
2. Claim for damages from Andrew Moser alleging property damage to Claimant's vehicle's tire when Claimant drove over a pothole.
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vehicle drove over an electrical splice box lid.

7. Claim for excess liability from Mercury Insurance a/s/o Kenya Avila alleging insured, a County of Orange employee, was in a traffic collision while performing work duties.

## **7. ATTACHMENTS**

- None.



# Agenda Item

## City Council

Item #: 3.13.

8/9/2022

File #: 22-0399

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

**THRU:** Rob Houston, City Manager

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

### 1. SUBJECT

Award of Contract to Crosstown Electrical & Data, Inc. for Tustin Street at La Veta Avenue - Rock Creek Drive Signal Modification; Bid No. 22-23.02.

### 2. SUMMARY

Bids for the Tustin Street at La Veta Avenue - Rock Creek Drive Signal Modification (SP-4042) were received and opened on July 21, 2022. Five bidders responded to the notice inviting bids. The apparent low bidder is Crosstown Electrical & Data, Inc. of Irwindale, California in the amount of \$104,678.

### 3. RECOMMENDED ACTION

1. Authorize the appropriation of \$20,000 from the Fund 287 (TSIP Citywide) unreserved fund balance to expenditure account 287.5032.56100.20351, CIP-Tustin & La Veta Traffic Signal Upgrade.
2. Approve the contract with Crosstown Electrical & Data, Inc. in the total amount of \$115,145.80, representing an original bid amount of \$104,678, plus a 10% contingency of \$10,467.80, for Tustin Street and La Veta Avenue - Rock Creek Drive Traffic Signal Modification; and authorize the Mayor and City Clerk to execute on behalf of the City.

### 4. FISCAL IMPACT

The total expenditure for this contract, including the 10% contingency, is \$115,145.80 and will be funded in Tustin & La Veta Traffic Signal Upgrade (20351) through TSIP Citywide (287).

### 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

This project will provide traffic signal upgrades at Tustin Street and La Veta Avenue - Rock Creek Drive. The improvements will upgrade aging equipment including the video detection system, traffic signal controller and cabinet, luminaires, and replacing internally illuminated street name signs.



The City Council previously approved an advertisement for bids on June 14, 2022. The bid solicitation was advertised on June 23, 2022 for a period of four weeks and bids were opened on July 21, 2022. Five bids were received as follows:

1. Crosstown Electrical & Data, Inc.	\$104,678.00
2. Elecnor Belco Electric, Inc.	\$117,577.00
3. DBX, Inc.	\$149,300.00
4. California Professional Engineering, Inc.	\$157,385.00
5. PTM General Engineering Services, Inc.	\$184,048.00

The low bid is 4% higher than the Engineer's Estimate. In today's climate, this is attributed to supply-chain challenges and costs for manufacturing traffic signal equipment. Staff checked the references and qualifications for Crosstown Electrical & Data, Inc. and found them to be acceptable, with adequate years of experience in completing contracts of similar nature to this project. Therefore, staff recommends that Crosstown Electrical & Data, Inc. be awarded the contract in the total amount of \$115,145.80, representing an original amount of \$104,678.00, plus a 10% contingency of \$10,467.80 for the Tustin Street at La Veta Avenue - Rock Creek Drive Traffic Signal Modification project.

The proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) under CEQA guidelines Section 15301, Class 1. The Notice of Exemption was filed on April 8, 2022 with the County Recorder's Office.

In anticipation of the extended lead time to procure traffic signal equipment, construction is scheduled to begin in November 2022 and is expected to be completed within 30 days.

## 7. ATTACHMENTS

- Bid Abstract
- Contract with Crosstown Electrical & Data, Inc.



# Agenda Item

## City Council

Item #: 3.13.

8/9/2022

File #: 22-0399

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### 4. FISCAL IMPACT

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### 5. STRATEGIC PLAN GOALS

Goal 1: Provide for a safe community

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## 7. ATTACHMENTS

- Bid Abstract
- Contract with Crosstown Electrical & Data, Inc.

City of Orange: Summary of Bid Abstracts for:

Tustin Street at La Veta Avenue - Rock Creek Drive Traffic  
Signal Modification

Bid No. 22-23.02; Project No. SP-4042

Date of Bid Opening: 07/21/2022

				ENGINEER'S ESTIMATE		1		2		3		4		5	
						Crosstown Electrical & Data, Inc. Tel. No. (626) 813-6693		Elecnor Belco Electric, Inc. Tel. No. (805) 984-3421		DBX, Inc. Tel. No. (626) 810-1338		California Professional Engineering, Inc. Tel. No. (626) 813-6693		PTM General Engineering Services, Inc. Tel. No. (310) 669-8949	
NO.	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Traffic Signal Modification	1	LS	\$ 100,000.00	\$100,000.00	\$104,678.00	\$104,678.00	\$117,577.00	\$117,577.00	\$149,300.00	\$149,300.00	\$157,385.00	\$157,385.00	\$184,048.00	\$184,048.00
Grand Total					\$100,000.00		\$104,678.00		\$117,577.00		\$149,300.00		\$157,385.00		\$184,048.00

**CONTRACT**  
**Tustin Street at La Veta Avenue – Rock Creek Drive Traffic Signal Modification**  
**(Bid No. 22-23.02; SP-4042)**

**THIS CONTRACT** (the “Contract”) is made and entered into as of \_\_\_\_\_, 2022 (“Effective Date”) by and between the CITY OF ORANGE, a municipal corporation (“City”), and CROSSTOWN ELECTRICAL & DATA, INC., a California corporation (“Contractor”), who agree as follows.

**ARTICLE 1**  
**Work Performed**

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

(1) The Construction Plans for Tustin Street at La Veta Avenue – Rock Creek Drive Traffic Signal Modification (Drawing SP-4042) prepared for City by Ruben Perales, approved by the “Engineer” (as defined below) on June 14, 2022, and consisting of sheets numbered 1 through 2, inclusive (the “Plans”);

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

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

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

(5) The Standard Plans; and

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

**b.** Contractor acknowledges that it has received the Plans from City and that a complete copy of the Plans is in its possession and is hereby specifically referred to and by such reference made a part hereof. The Orange Book, Greenbook and City of Orange Standard Special Provisions and Standard Plans are on file with City’s Public Works Director and are hereby

specifically referred to and by such reference made a part hereof. Contractor hereby acknowledges that it has read, reviewed and understands the Plans, the Orange Book, the Greenbook, the Special Provisions, the Standard Plans, and the Encroachment Permit as they relate to the Work, all of which documents shall be referred to herein collectively as the "Plans and Specifications."

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

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

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

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

## **ARTICLE 2**

### **Commencement of Work**

Contractor shall commence the Work provided for in this Contract within fifteen (15) days of the date of the issuance by City of a Notice to Proceed and diligently prosecute completion of the Work within thirty (30) calendar days from such date, unless legal extension is granted in accordance with the terms set forth in the Greenbook. Time is of the essence in this Contract. Contractor shall do all things necessary and incidental to the prosecution of Contractor's Work.

### **ARTICLE 3**

#### **Compensation**

**a.** Contractor agrees to receive and accept an amount not to exceed ONE HUNDRED FOUR THOUSAND SIX HUNDRED SEVENTY-EIGHT DOLLARS and 00/100 (\$104,678.00) unless said amount is amended by Contract Change Order approved by the City, as compensation for furnishing all materials and doing all the Work contemplated and embraced in this Contract. Said compensation covers (1) all loss or damage arising out of the nature of the Work, from the acts of the elements; (2) any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the Work until its acceptance by City, other than as provided below; (3) all risks of every description connected with the Work; (4) all expenses incurred by or in consequence of the suspension or discontinuance of the Work; and (5) well and faithfully completing the Work, and for the whole thereof, in the manner and according to the Plans and Specifications, and requirements of the Authorized City Representative under them. Retention amounts shall be withheld from progress payments as required by law unless Contractor provides securities in lieu of retention.

**b.** In addition to the scheduled Work to be performed by the Contractor, the parties recognize that additional, unforeseen work and services may be required by the Authorized City Representative. In anticipation of such contingencies, the sum of TEN THOUSAND FOUR HUNDRED SIXTY-SEVEN DOLLARS and 80/100 (\$10,467.80) 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 FIFTEEN THOUSAND ONE HUNDRED FORTY-FIVE DOLLARS and 80/100 (\$115,145.80).

### **ARTICLE 4**

#### **Licenses**

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

## **ARTICLE 5**

### **Guarantees**

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

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

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

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

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

## **ARTICLE 6**

### **Water Quality**

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



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

## **ARTICLE 7**

### **Independent Contractor; Contractor not Agent**

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

**b.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

## **ARTICLE 8**

### **Public Work; Prevailing Wage**

**a.** The Work which is the subject of this Contract is a "public work," as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid. To the extent Contractor's employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that Contractor, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations ([www.dir.ca.gov/DLSR](http://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 its 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”**

Crosstown Electrical & Data, Inc.  
5454 Diaz Street  
Irwindale, CA 91706

Attn: David Heermance

Telephone: (626) 813-6693  
E-Mail: dheermance@crosstowndata.com

**“CITY”**

City of Orange  
300 E. Chapman Avenue  
Orange, CA 92866-1591

Attn: Larry Tay

Telephone: (714) 744-5534  
E-Mail: ltay@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: \_\_\_\_\_  
Mark A. Murphy  
Mayor of the City of Orange

CONTRACT, BONDS AND INSURANCE  
APPROVED BY:

ATTEST:

\_\_\_\_\_  
Mary E. Binning, Sr. Assistant City Attorney

\_\_\_\_\_  
Pamela Coleman, City Clerk

**“CONTRACTOR”**

CROSSTOWN ELECTRICAL & DATA, INC.,  
a California corporation

***[Note: Signature of Chairman of the  
Board, President or Vice President is  
required]***

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

***[Note: Signature of Secretary, Assistant  
Secretary, Chief Financial Officer or  
Assistant Treasurer is also required]***

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## ATTACHMENT NO. 1

### CALIFORNIA LABOR CODE

#### SECTIONS 1725.5, 1771, 1771.1, 1771.4, 1775, 1776, 1777.5, 1813 and 1815

##### **Section 1725.5. Registration of contractors; mandatory registration; qualifications and application; fees; exempt contractors**

A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1)(A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

- (i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.
- (ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).
- (b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.
- (c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.
- (d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:
  - (1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.
  - (2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.
  - (3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).
- (e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.
- (f) This section does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.

#### **Section 1771. Payment of general prevailing rate**

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

**Section 1771.1. Registration as a contractor or subcontractor required prior to bid submission; exceptions; violations; penalties**

(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100)

for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j)(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at one of the following:

(i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.

(ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors' State License Board, the address of the site of the public work.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.

#### **Section 1771.4. Additional requirements when bidding and awarding public works contracts**

(a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(A) At least monthly or more frequently if specified in the contract with the awarding body.

(B) In a format prescribed by the Labor Commissioner.

(4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.

(5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016.

### **Section 1775. Penalties for violations**

(a)(1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2)(A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B)(i) The penalty may not be less than forty dollars (\$40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

(C) If the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor

or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of this section and Sections 1771, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

**Section 1776. Payroll records; retention; inspection; redacted information; agencies entitled to receive nonredacted copies of certified records; noncompliance penalties; rules**

(a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.



(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f)(1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

**Section 1777.5. Employment of registered apprentices; wages; standards; number; apprenticeable craft or trade; exemptions; contributions; compliance program**

(a)(1) This chapter does not prevent the employment upon public works of properly registered apprentices who are active participants in an approved apprenticeship program.

(2) For purposes of this chapter, “apprenticeship program” means a program under the jurisdiction of the California Apprenticeship Council established pursuant to Section 3070.

(b)(1) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(2) Unless otherwise provided by a collective bargaining agreement, when a contractor requests the dispatch of an apprentice pursuant to this section to perform work on a public works project and requires the apprentice to fill out an application or undergo testing, training, an examination, or other preemployment process as a condition of employment, the apprentice shall be paid for the time spent on the required preemployment activity, including travel time to and from the required activity, if any, at the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered. Unless otherwise provided by a collective bargaining agreement, a contractor is not required to compensate an apprentice for the time spent on preemployment activities if the apprentice is required to take a preemployment drug or alcohol test and he or she fails to pass that test.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written

apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship Council.

(d) If the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Before commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body, if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program supplying apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates if the contractor agrees to be bound by those standards. However, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. When an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Administrator

of Apprenticeship, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section who has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or who has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Administrator of Apprenticeship may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) If an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m)(1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2)(A) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Department of Industrial Relations for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The grant funds shall be distributed as follows:

(i) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(ii) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and county for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices from that county registered in each program.

(iii) All training contributions not distributed under clauses (i) and (ii) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship and preapprenticeship standards and requirements under this code.

(B) An apprenticeship program shall only be eligible to receive grant funds pursuant to this subdivision if the apprenticeship program agrees, prior to the receipt of any grant funds, to keep adequate records that document the expenditure of grant funds and to make all records available to the Department of Industrial Relations so that the Department of Industrial Relations is able to verify that grant funds were used solely for training apprentices. For purposes of this subparagraph, adequate records include, but are not limited to, invoices, receipts, and canceled checks that account for the expenditure of grant funds. This subparagraph shall not be deemed to require an apprenticeship program to provide the Department of Industrial Relations with more documentation than is necessary to verify the appropriate expenditure of grant funds made pursuant to this subdivision.

(C) The Department of Industrial Relations shall verify that grants made pursuant to this subdivision are used solely to fund training apprentices. If an apprenticeship program is unable to demonstrate how grant funds are expended or if an apprenticeship program is found to be using grant funds for purposes other than training apprentices, then the apprenticeship program shall not be eligible to receive any future grant pursuant to this subdivision and the Department of Industrial Relations may initiate the process to rescind the registration of the apprenticeship program.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all moneys in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Department of Industrial Relations.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

(p) An awarding body that implements an approved labor compliance program in accordance with subdivision (b) of Section 1771.5 may, with the approval of the director, assist in the enforcement of this section under the terms and conditions prescribed by the director.

### **Section 1813. Forfeiture for violations; contract stipulation; report of violations**

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty- five dollars (\$25) for each worker employed in the execution of

the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

#### **Section 1815. Overtime**

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

## ATTACHMENT NO. 2

### CALIFORNIA PUBLIC CONTRACT CODE SECTION 9204

#### **Section 9204. Legislative findings and declarations regarding timely and complete payment of contractors for public works projects; claims process (Eff: January 1, 2017)**

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.



(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.



# Agenda Item

## City Council

Item #: 3.14.

8/9/2022

File #: 22-0465

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

**THRU:** Rob Houston, City Manager

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

### 1. SUBJECT

Award of Contract to Delta Electric, LLC for the Replacement of Emergency Generator and Automatic Transfer Switch for Water Division Headquarters Project; Bid No. 21-22.41

### 2. SUMMARY

Five bids for the Replacement of Emergency Generator and Automatic Transfer Switch were received and opened on July 14, 2022. The apparent low bidder is Delta Electric, LLC of Santa Clarita, CA for \$184,000.50.

### 3. RECOMMENDED ACTION

1. Award the contract to Delta Electric, LLC in the amount of \$ 184,000.50 for the Replacement of Emergency Generator and Automatic Transfer Switch; and authorize the Mayor and City Clerk to execute on behalf of the City.

2. Authorize 10% of the contract amount for contingency purposes.

### 4. FISCAL IMPACT

The total expenditure for this project is \$202,400.55 and will be funded in the Emergency Generator (18925) through the Water Fund (600).

### 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 existing emergency generator and automatic transfer switch (ATS) at Water Division Headquarters has reached the end of its useful life and requires extensive maintenance to keep it operational, as replacement parts are not available. To avoid service interruption, replacement of the existing emergency generator and ATS is proposed. The new emergency generator will ensure that electricity is available to run the water distribution computer systems and other essential activities during a power outage.

The Public Works Department has retained Gevork Consulting Engineering, Inc. to complete the design of plans and specifications for the replacement of the emergency generator and ATS. The City Council previously approved advertisement for bids on May 10, 2022.

The bids were received and opened on July 14, 2022. Five bidders responded as follows:

CONTRACTOR	AMOUNT
1. Delta Electric, LLC	\$184,000.50
2. Turn Around Communications, Inc.	\$215,000.00
3. Global Power Group, Inc.	\$269,224.00
4. Duthie Power Services	\$392,562.34
5. J. Kim Electric, Inc.	\$465,000.00

Delta Electric, LLC is the apparent responsive low bidder. Staff conducted reference checks with other agencies including the City of Fontana and the Golden State Water Company. All agencies contacted provided positive feedbacks and good reviews on the performance of Delta Electric, LLC. Therefore, staff recommends that Delta Electric, LLC be awarded the contract in the amount of \$184,000.50, plus a 10% contingency for a total amount of \$202,400.55. Construction is expected to be completed within 140 calendar days.

## 7. ATTACHMENTS

- Location Map
- Contract with Delta Electric, LLC
- Bid Abstract



# Agenda Item

## City Council

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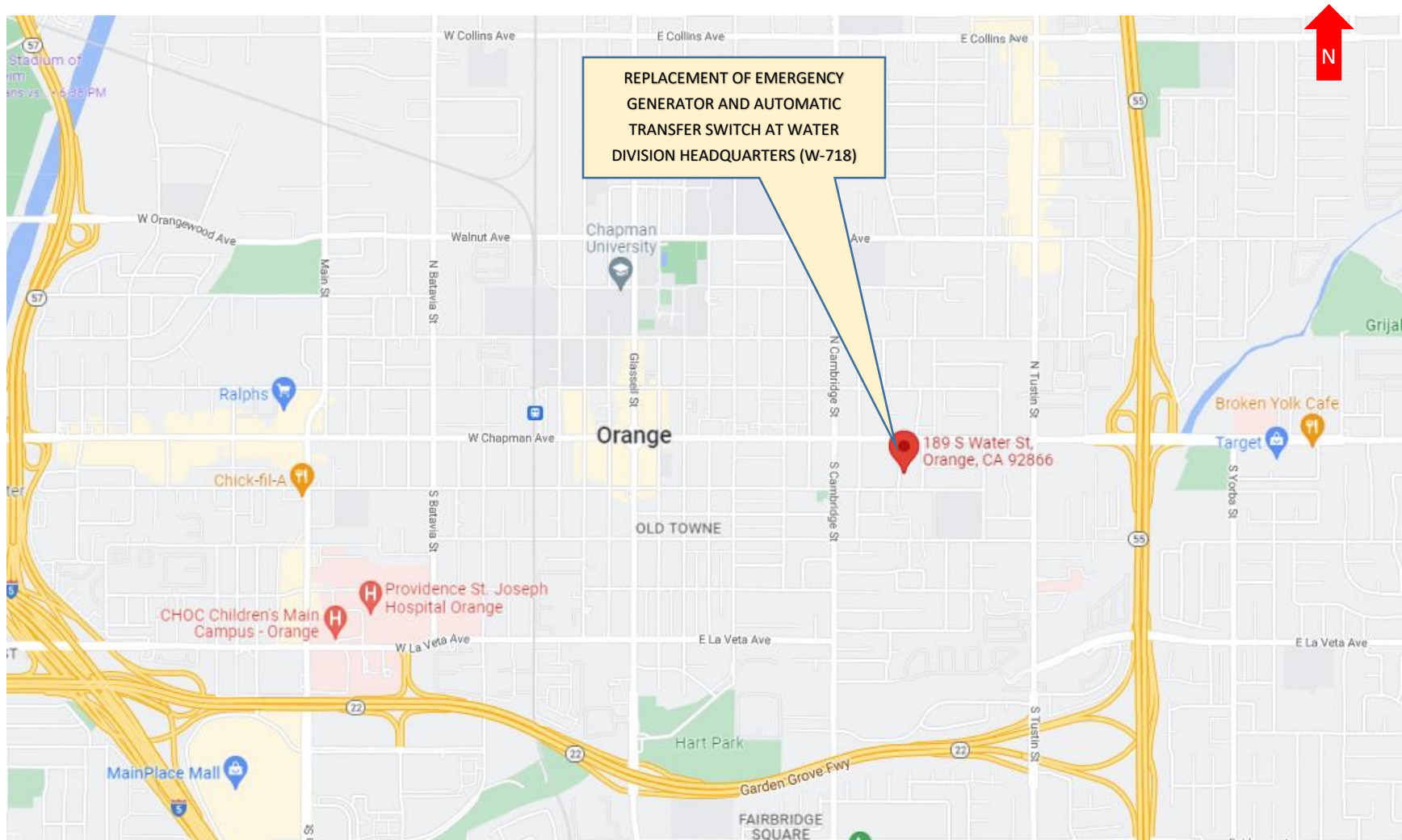
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**LOCATION MAP**  
**NTS**

City of Orange: Summary of Bid Abstracts for:

Replacement of Emergency Generator and Automatic Transfer Switch for Water Division Headquarters

Bid No. 21-22.41; Project No. W-718

Date of Bid Opening: 7/14/2022

				ENGINEER'S ESTIMATE		1 Delta Electric, LLC Tel. No. (661)714-7762		2 Turn Around Communications, Inc. Tel. No. (626) 443-2400		3 Global Power Group, Inc. Tel. No. (619)579-1221		4 Duthie Power Services Tel. No. (562) 790-1772		5 J. Kim Electric, Inc. Tel. No. (714) 525-1855	
NO.	DESCRIPTION OF WORK	QUANTITY		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Furnish and install a new 100KW standby emergency generator, including applying for and obtaining required permits, new 225A automatic transfer switch, pull box, conduit wire, providing fuel for required tests (both factory and Fire Department), and other miscellaneous improvements as shown on Plans & called for in Specifications	1	LS	\$ 180,000.00	\$180,000.00	\$184,000.50	\$184,000.50	\$215,000.00	\$215,000.00	\$269,224.00	\$269,224.00	\$392,562.34	\$392,562.34	\$465,000.00	\$465,000.00
<b>Grand Total</b>					\$180,000.00		\$184,000.50		\$215,000.00		\$269,224.00		\$392,562.34		\$465,000.00

**CONTRACT**  
**[Replacement of Emergency Generator and Automatic Transfer Switch for**  
**Water Division Headquarters (Bid No. 21-22.41; W-718)]**

**THIS CONTRACT** (the “Contract”) is made and entered into as of \_\_\_\_\_, 2022 (“Effective Date”) by and between the CITY OF ORANGE, a municipal corporation (“City”), and DELTA ELECTRIC, 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) The Construction Plans for the Replacement of Emergency Generator and Automatic Transfer Switch for Water Division Headquarters (Bid No. 21-22.41; Drawing W-718) prepared for City by Gevork Consulting Engineering, Inc. and approved by the “Engineer” (as defined herein below) on May 9, 2022, and consisting of sheets numbered T-1 through T-2, E-1 through E-6, S-1 through S-2, inclusive (the “Plans”);

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

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

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

(5) The Technical Specifications;

(6) The Standard Plans; and

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



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

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

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

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

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

## **ARTICLE 2**

### **Commencement of Work**

Contractor shall commence the Work provided for in this Contract within fifteen (15) days of the date of the issuance by City of a Notice to Proceed and diligently prosecute completion of the Work within one hundred and forty (140) calendar days from such date, unless legal extension is granted in accordance with the terms set forth in the Greenbook. Time is of the essence in this Contract. Contractor shall do all things necessary and incidental to the prosecution of Contractor's Work.

### **ARTICLE 3 Compensation**

a. Contractor agrees to receive and accept an amount not to exceed ONE HUNDRED EIGHTY-FOUR THOUSAND DOLLARS and 50/100 (\$184,000.50) 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 EIGHTEEN THOUSAND FOUR HUNDRED DOLLARS and 05/100 (\$18,400.05) has been added to the total compensation of this Contract. The Authorized City Representative may approve the additional work and the actual costs incurred by the Contractor in performance of additional work or services in accordance with such amount as the Authorized City Representative and the Contractor may agree upon in advance. Said additional work or services and the amount of compensation therefor, up to the amount of the authorized contingency, shall be memorialized in the form of a Contract Amendment approved by the City Manager on a form acceptable to the City Attorney. The Contractor agrees to perform only that work or those services that are specifically requested by the Authorized City Representative. Any and all additional work and services performed under this Contract shall be completed in such sequence as to assure their completion as expeditiously as is consistent with professional skill and care in accordance with a cost estimate or proposal submitted to and approved by the Authorized City Representative prior to the commencement of such Work or services.

c. The total amount of compensation under this Contract, including contingencies, shall not exceed TWO HUNDRED TWO THOUSAND FOUR HUNDRED DOLLARS and 55/100 (\$202,400.55).

### **ARTICLE 4 Licenses**

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

## **ARTICLE 5**

### **Guarantees**

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

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

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

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

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

## **ARTICLE 6**

### **Water Quality**

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

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

## **ARTICLE 7**

### **Independent Contractor; Contractor not Agent**

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

**b.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

## **ARTICLE 8**

### **Public Work; Prevailing Wage**

**a.** The Work which is the subject of this Contract is a "public work," as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid. To the extent Contractor's employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that Contractor, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations ([www.dir.ca.gov/DLSR](http://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 its 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 his/her 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”**

Delta Electric, LLC  
17007 Strawberry Pine Ct.  
Santa Clarita, CA 91387

Attn: Rolando Estevez

Telephone: (661) 714-7762  
E-Mail: [deltaelectric1@hotmail.com](mailto:deltaelectric1@hotmail.com)

**“CITY”**

City of Orange  
300 E. Chapman Avenue  
Orange, CA 92866-1591

Attn: Jose Diaz, Water Manager

Telephone: (714) 288-2475  
E-Mail: [jdiaz@cityoforange.org](mailto:jdiaz@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: \_\_\_\_\_  
Mark A. Murphy  
Mayor of the City of Orange

CONTRACT, BONDS AND INSURANCE  
APPROVED BY:

ATTEST:

\_\_\_\_\_  
Mary E. Binning  
Senior Assistant City Attorney

\_\_\_\_\_  
Pamela Coleman, City Clerk

**“CONTRACTOR”**

DELTA ELECTRIC, 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 1776 for at least three years after completion of the work.

(5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016.

### **Section 1775. Penalties for violations**

(a)(1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2)(A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B)(i) The penalty may not be less than forty dollars (\$40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

(C) If the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor

or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of this section and Sections 1771, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

**Section 1776. Payroll records; retention; inspection; redacted information; agencies entitled to receive nonredacted copies of certified records; noncompliance penalties; rules**

(a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f)(1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

**Section 1777.5. Employment of registered apprentices; wages; standards; number; apprenticeable craft or trade; exemptions; contributions; compliance program**

(a)(1) This chapter does not prevent the employment upon public works of properly registered apprentices who are active participants in an approved apprenticeship program.

(2) For purposes of this chapter, “apprenticeship program” means a program under the jurisdiction of the California Apprenticeship Council established pursuant to Section 3070.

(b)(1) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(2) Unless otherwise provided by a collective bargaining agreement, when a contractor requests the dispatch of an apprentice pursuant to this section to perform work on a public works project and requires the apprentice to fill out an application or undergo testing, training, an examination, or other preemployment process as a condition of employment, the apprentice shall be paid for the time spent on the required preemployment activity, including travel time to and from the required activity, if any, at the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered. Unless otherwise provided by a collective bargaining agreement, a contractor is not required to compensate an apprentice for the time spent on preemployment activities if the apprentice is required to take a preemployment drug or alcohol test and he or she fails to pass that test.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written

apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

- (1) The apprenticeship standards and apprentice agreements under which he or she is training.
- (2) The rules and regulations of the California Apprenticeship Council.

(d) If the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Before commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body, if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program supplying apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates if the contractor agrees to be bound by those standards. However, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. When an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Administrator

of Apprenticeship, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section who has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or who has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Administrator of Apprenticeship may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) If an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m)(1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2)(A) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Department of Industrial Relations for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The grant funds shall be distributed as follows:

(i) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(ii) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and county for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices from that county registered in each program.

(iii) All training contributions not distributed under clauses (i) and (ii) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship and preapprenticeship standards and requirements under this code.

(B) An apprenticeship program shall only be eligible to receive grant funds pursuant to this subdivision if the apprenticeship program agrees, prior to the receipt of any grant funds, to keep adequate records that document the expenditure of grant funds and to make all records available to the Department of Industrial Relations so that the Department of Industrial Relations is able to verify that grant funds were used solely for training apprentices. For purposes of this subparagraph, adequate records include, but are not limited to, invoices, receipts, and canceled checks that account for the expenditure of grant funds. This subparagraph shall not be deemed to require an apprenticeship program to provide the Department of Industrial Relations with more documentation than is necessary to verify the appropriate expenditure of grant funds made pursuant to this subdivision.

(C) The Department of Industrial Relations shall verify that grants made pursuant to this subdivision are used solely to fund training apprentices. If an apprenticeship program is unable to demonstrate how grant funds are expended or if an apprenticeship program is found to be using grant funds for purposes other than training apprentices, then the apprenticeship program shall not be eligible to receive any future grant pursuant to this subdivision and the Department of Industrial Relations may initiate the process to rescind the registration of the apprenticeship program.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all moneys in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Department of Industrial Relations.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

(p) An awarding body that implements an approved labor compliance program in accordance with subdivision (b) of Section 1771.5 may, with the approval of the director, assist in the enforcement of this section under the terms and conditions prescribed by the director.

### **Section 1813. Forfeiture for violations; contract stipulation; report of violations**

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty- five dollars (\$25) for each worker employed in the execution of



the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

#### **Section 1815. Overtime**

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

## ATTACHMENT NO. 2

### CALIFORNIA PUBLIC CONTRACT CODE SECTION 9204

#### **Section 9204. Legislative findings and declarations regarding timely and complete payment of contractors for public works projects; claims process (Eff: January 1, 2017)**

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.



# Agenda Item

## City Council

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**Item #:** 3.15.

**8/9/2022**

**File #:** 22-0470

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

**THRU:** Rob Houston, City Manager

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

### **1. SUBJECT**

Final Acceptance of Bid No. 21-22.31, Automatic Door Upgrade at City Hall; and authorization to file Notice of Completion.

### **2. SUMMARY**

The City of Orange entered into a contract with Far Electric, Inc. DBA Far Builders to perform the replacement of six automatic doors at City Hall. The work is complete to the satisfaction of the Public Works Department.

### **3. RECOMMENDED ACTION**

Accept the Automatic Door Upgrade at City Hall project (SP-4208) as complete, and authorize staff to file Notice of Completion with the County Recorder.

### **4. ATTACHMENTS**

- Notice of Completion and Acceptance



# Agenda Item

## City Council

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**Item #:** 3.15.

**8/9/2022**

**File #:** 22-0470

---

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

**THRU:** Rob Houston, City Manager

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

### **1. SUBJECT**

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### **2. SUMMARY**

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### **3. RECOMMENDED ACTION**

Accept the Automatic Door Upgrade at City Hall project (SP-4208) as complete, and authorize staff to file Notice of Completion with the County Recorder.

### **4. ATTACHMENTS**

- Notice of Completion and Acceptance

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

City of Orange  
300 East Chapman Avenue  
Orange, California 92866  
Attention: City Clerk

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*[Space above this line for Recorder's use only.]*

THIS DOCUMENT IS RECORDED AT THE  
REQUEST AND FOR THE BENEFIT OF THE CITY  
OF ORANGE AND IS EXEMPT FROM THE  
PAYMENT OF A RECORDING FEE PURSUANT  
TO GOVERNMENT CODE SECTIONS 6103 AND  
27383.

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NOTICE OF COMPLETION AND ACCEPTANCE

NOTICE IS HEREBY GIVEN that work on that certain public work and improvements known as "Automatic Door Upgrade at City Hall Bid No. 21-22.31; SP-4208" (herein referred to as the "Project"), for the owner, the City of Orange, a municipal corporation (herein referred to as the "City"), whose address is 300 E. Chapman Avenue, Orange, CA 92866, was completed and accepted by the City Council of the City of Orange on August 9, 2022 at a regular meeting of its members, at which a quorum was present and acting throughout. The Project is at 300 E. Chapman Ave at the City of Orange, State of California. The Contractor who performed (or caused to be performed) said public work and improvements was Far Electric, Inc. DBA Far Builders California Corporation, with its principal office at 2201 E. Winston Rd. Ste. B, the State of California.

The name of the surety on the Labor and Material Bond for the Project is Philadelphia Indemnity Insurance Company of Pennsylvania (Bond# CAC719393) in the amount of \$137,000.

DATED as of the 9<sup>th</sup> day of August, 2022.

CITY OF ORANGE, a municipal corporation

By: \_\_\_\_\_  
Mark A. Murphy, Mayor, City of Orange

STATE OF CALIFORNIA  
COUNTY OF ORANGE

I, Mark A. Murphy, Mayor of the City of Orange, state that I have read the foregoing document, know the contents thereof, and that the facts therein stated are true of my own knowledge. I hereby declare under penalty of perjury that the foregoing is true and correct.

DATED as of the 9<sup>th</sup> day of August, 2022 at Orange, California.

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Mark A. Murphy, Mayor, City of Orange

I, Pamela Coleman, City Clerk for the City of Orange, hereby attest that Mark A. Murphy is known to me to be the Mayor of the City of Orange and known to me to be the person who executed the within instrument on behalf of said municipal corporation, and acknowledged to me that the City of Orange executed the same.

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Pamela Coleman, City Clerk of the City of Orange



# Agenda Item

## City Council

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**Item #:** 3.16.

**8/9/2022**

**File #:** 22-0471

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

**THRU:** Rob Houston, City Manager

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

### 1. SUBJECT

Final Acceptance of Bid No. 21-22.30, Painting and Carpet Replacement at Various Fire Stations; and authorization to file Notice of Completion.

### 2. SUMMARY

The City of Orange entered into a contract with Painting & Décor, Inc. to perform the repainting of the interior and re-carpeting at Fire Station 6, repainting of the exterior at Fire Station 3, and re-carpeting at Fire Station 7. The work is complete to the satisfaction of the Public Works Department.

### 3. RECOMMENDED ACTION

Accept Painting and Carpet Replacement at Various Fire Stations (SP-4209) as complete, and authorize staff to file Notice of Completion with the County Recorder.

### 4. ATTACHMENTS

- Notice of Completion and Acceptance





# Agenda Item

## City Council

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**Item #:** 3.16.

**8/9/2022**

**File #:** 22-0471

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

**THRU:** Rob Houston, City Manager

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

### **1. SUBJECT**

Final Acceptance of Bid No. 21-22.30, Painting and Carpet Replacement at Various Fire Stations; and authorization to file Notice of Completion.

### **2. SUMMARY**

The City of Orange entered into a contract with Painting & Décor, Inc. to perform the repainting of the interior and re-carpeting at Fire Station 6, repainting of the exterior at Fire Station 3, and re-carpeting at Fire Station 7. The work is complete to the satisfaction of the Public Works Department.

### **3. RECOMMENDED ACTION**

Accept Painting and Carpet Replacement at Various Fire Stations (SP-4209) as complete, and authorize staff to file Notice of Completion with the County Recorder.

### **4. ATTACHMENTS**

- Notice of Completion and Acceptance

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

City of Orange  
300 East Chapman Avenue  
Orange, California 92866  
Attention: City Clerk

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*[Space above this line for Recorder's use only.]*

THIS DOCUMENT IS RECORDED AT THE REQUEST AND FOR THE BENEFIT OF THE CITY OF ORANGE AND IS EXEMPT FROM THE PAYMENT OF A RECORDING FEE PURSUANT TO GOVERNMENT CODE SECTIONS 6103 AND 27383.

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NOTICE OF COMPLETION AND ACCEPTANCE

NOTICE IS HEREBY GIVEN that work on that certain public work and improvements known as "Painting and Carpet Replacement at Various Fire Stations; Bid No. 21-22.30; SP-4209)" (herein referred to as the "Project"), for the owner, the City of Orange, a municipal corporation (herein referred to as the "City"), whose address is 300 E. Chapman Avenue, Orange, CA 92866, was completed and accepted by the City Council of the City of Orange on August 9, 2022 at a regular meeting of its members, at which a quorum was present and acting throughout. The Project is at Fire Station 3, 6, and 7 at the City of Orange, State of California. The Contractor who performed (or caused to be performed) said public work and improvements was Painting & Décor, Inc. California Corporation, with its principal office at 1210 N. Jefferson St., Ste K. Anaheim, CA 92807 2201 E. Winston Rd. Ste. B, the State of California.

The name of the surety on the Labor and Material Bond for the Project is Philadelphia Indemnity Insurance Company of Pennsylvania (Bond# 024259815) in the amount of \$77,300.

DATED as of the 9<sup>th</sup> day of August, 2022.

CITY OF ORANGE, a municipal corporation

By: \_\_\_\_\_  
Mark A. Murphy, Mayor, City of Orange

STATE OF CALIFORNIA  
COUNTY OF ORANGE

I, Mark A. Murphy, Mayor of the City of Orange, state that I have read the foregoing document, know the contents thereof, and that the facts therein stated are true of my own knowledge. I hereby declare under penalty of perjury that the foregoing is true and correct.

DATED as of the 9<sup>th</sup> day of August, 2022 at Orange, California.

---

Mark A. Murphy, Mayor, City of Orange

I, Pamela Coleman, City Clerk for the City of Orange, hereby attest that Mark A. Murphy is known to me to be the Mayor of the City of Orange and known to me to be the person who executed the within instrument on behalf of said municipal corporation, and acknowledged to me that the City of Orange executed the same.

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Pamela Coleman, City Clerk of the City of Orange



# Agenda Item

## City Council

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**Item #:** 3.17.

**8/9/2022**

**File #:** 22-0472

---

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

**THRU:** Rob Houston, City Manager

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

### **1. SUBJECT**

Final Acceptance of Bid No. 21-22.24, Fire Station 5 Bathroom Remodel; and authorization to file Notice of Completion.

### **2. SUMMARY**

The project improved three shower rooms and the Captain's shower room at Fire Station 5. Elegant Construction Inc. completed the work to the satisfaction of the Public Works Department.

### **3. RECOMMENDED ACTION**

Accept Fire Station 5 Bathroom Remodel as complete (SP-4200), and authorize staff to file Notice of Completion with the County Recorder.

### **4. ATTACHMENTS**

- Notice of Completion and Acceptance



# Agenda Item

## City Council

---

**Item #:** 3.17.

**8/9/2022**

**File #:** 22-0472

---

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

**THRU:** Rob Houston, City Manager

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

### **1. SUBJECT**

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### **2. SUMMARY**

The project improved three shower rooms and the Captain's shower room at Fire Station 5. Elegant Construction Inc. completed the work to the satisfaction of the Public Works Department.

### **3. RECOMMENDED ACTION**

Accept Fire Station 5 Bathroom Remodel as complete (SP-4200), and authorize staff to file Notice of Completion with the County Recorder.

### **4. ATTACHMENTS**

- Notice of Completion and Acceptance

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

City of Orange  
300 East Chapman Avenue  
Orange, California 92866  
Attention: City Clerk

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*[Space above this line for Recorder's use only.]*

THIS DOCUMENT IS RECORDED AT THE  
REQUEST AND FOR THE BENEFIT OF THE CITY  
OF ORANGE AND IS EXEMPT FROM THE  
PAYMENT OF A RECORDING FEE PURSUANT  
TO GOVERNMENT CODE SECTIONS 6103 AND  
27383.

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NOTICE OF COMPLETION AND ACCEPTANCE

NOTICE IS HEREBY GIVEN that work on that certain public work and improvements known as "Fire Station 5 Bathroom Remodel (Bid No. 21-22.24; SP-4200)" (herein referred to as the "Project"), for the owner, the City of Orange, a municipal corporation (herein referred to as the "City"), whose address is 300 E. Chapman Avenue, Orange, CA 92866, was completed and accepted by the City Council of the City of Orange on August 9, 2022 at a regular meeting of its members, at which a quorum was present and acting throughout. The Project is at 1345 W. Maple Avenue in the City of Orange, State of California. The Contractor who performed (or caused to be performed) said public work and improvements was Elegant Construction Inc., a California Corporation, with its principal office at 188 Technology Dr., in the City of Irvine, State of California.

The name of the surety on the Labor and Material Bond for the Project is Old Republic Surety Company of Wisconsin (Bond# WFB5960328) in the amount of \$159,425.00.

DATED as of the 9<sup>th</sup> day of August 2022.

CITY OF ORANGE, a municipal corporation

By: \_\_\_\_\_  
Mark A. Murphy, Mayor of the City of Orange

STATE OF CALIFORNIA  
COUNTY OF ORANGE

I, Mark A. Murphy, Mayor of the City of Orange, state that I have read the foregoing document, know the contents thereof, and that the facts therein stated are true of my own knowledge. I hereby declare under penalty of perjury that the foregoing is true and correct.

DATED as of the 9<sup>th</sup> day of August 2022, at Orange, California.

---

Mark A. Murphy, Mayor of the City of Orange

I, Pamela Coleman, City Clerk for the City of Orange, hereby attest that Mark A. Murphy is known to me to be the Mayor of the City of Orange and known to me to be the person who executed the within instrument on behalf of said municipal corporation, and acknowledged to me that the City of Orange executed the same.

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Pamela Coleman, City Clerk of the City of Orange



# Agenda Item

## City Council

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**Item #:** 3.18.

**8/9/2022**

**File #:** 22-0453

---

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

**THRU:** Rob Houston, City Manager

**FROM:** Pamela Coleman, City Clerk

### 1. SUBJECT

Second Reading and adoption of an Ordinance of the City Council of the City of Orange amending Section 2.26.010.A of the Orange Municipal Code regarding duties of the City Treasurer. Ordinance No. 05-22.

### 2. SUMMARY

The Introduction and First Reading of the above-entitled Ordinance was approved at a Regular Council Meeting on July 12, 2022.

The Ordinance is now presented for Second Reading by title only, and adoption.

Vote at First Reading:	AYES:	Nichols, Monaco, Barrios, Tavoularis, Gutierrez Murphy
	NOES:	None
	ABSENT:	Dumitru

### 3. RECOMMENDED ACTION

Adopt Ordinance No. 05-22.

### 4. ATTACHMENTS

- Ordinance No. 05-22



# Agenda Item

## City Council

---

**Item #:** 3.18.

**8/9/2022**

**File #:** 22-0453

---

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

**THRU:** Rob Houston, City Manager

**FROM:** Pamela Coleman, City Clerk

### 1. SUBJECT

Second Reading and adoption of an Ordinance of the City Council of the City of Orange amending Section 2.26.010.A of the Orange Municipal Code regarding duties of the City Treasurer. Ordinance No. 05-22.

### 2. SUMMARY

The Introduction and First Reading of the above-entitled Ordinance was approved at a Regular Council Meeting on July 12, 2022.

The Ordinance is now presented for Second Reading by title only, and adoption.

Vote at First Reading:	AYES:	Nichols, Monaco, Barrios, Tavoularis, Gutierrez Murphy
	NOES:	None
	ABSENT:	Dumitru

### 3. RECOMMENDED ACTION

Adopt Ordinance No. 05-22.

### 4. ATTACHMENTS

- Ordinance No. 05-22

**ORDINANCE NO. 05-22**

**AN ORDINANCE OF THE CITY COUNCIL OF THE  
CITY OF ORANGE AMENDING SECTION 2.26.010.A  
OF THE ORANGE MUNICIPAL CODE REGARDING  
DUTIES OF THE CITY TREASURER**

**THE CITY COUNCIL OF THE CITY OF ORANGE DOES HEREBY ORDAIN AS  
FOLLOWS:**

**SECTION I:**

The subject Ordinance is not subject to the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines because it is not a "project" as defined in Guideline 15378.

**SECTION II:**

Section 2.26.010.A of the Orange Municipal Code, "Administration and Personnel – Department of the Treasury – Duties of City Treasurer," is hereby amended in its entirety to read as follows:

- A. Serve as Chairperson of the Investment and Audit Committee.

**SECTION III:**

If any section, subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subdivision, paragraph, sentence, clause and phrase thereof, irrespective of the fact that any one (or more) section, subdivision, paragraph, sentence, clause or phrase had been declared invalid or unconstitutional.

**SECTION IV:**

The City Clerk is hereby directed to certify the adoption of this Ordinance and cause the same to be published as required by law. This Ordinance shall take effect thirty (30) days from and after the date of its final passage.



**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 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 Ordinance was introduced at the regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2022, and thereafter at the regular meeting of said City Council duly held on the \_\_\_\_ day of \_\_\_\_\_, 2022 was duly passed and adopted by the following vote, to wit:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

\_\_\_\_\_  
Pamela Coleman, City Clerk, City of Orange



# Agenda Item

## City Council

Item #: 3.19.

8/9/2022

File #: 22-0439

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

**THRU:** Rob Houston, City Manager

**FROM:** Susan Galvan, Interim Community Development Director

### 1. SUBJECT

Time extension for Tentative Tract Map No. 0050-20, Minor Site Plan Review No. 1016-20, and Negative Declaration No. 1871-20 - Mabury Tentative Tract Map

### 2. SUMMARY

A request to extend the entitlements to subdivide an approximately 15.4-acre site into 22 single-family residential lots on approximately 10.9 acres of the site and an open space dedication of approximately 4.5 acres along the Santiago Creek corridor, located on the south side of Mabury Avenue between Orange Park Boulevard and Cannon Street, north of Santiago Creek.

### 3. RECOMMENDED ACTION

Approve a one-year time extension based on Orange Municipal Code Section 17.08.060, and a six-year time extension based on Subdivision Map Act Section 66452.6(e) for Tentative Tract Map No. 0050-20, Minor Site Plan Review No. 1016-20, and Negative Declaration No. 1871-20.

### 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.

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

c: Support and enhance attractive living environments

### 6. DISCUSSION AND BACKGROUND

On August 25, 2020, the City Council adopted Resolution No. 11268 approving the subdivision of an approximately 15.4-acre site into 22 single-family residential lots on approximately 10.9 acres of the site, and an open space dedication of approximately 4.5 acres along the Santiago Creek corridor, located on the south side of Mabury Avenue between Orange Park Boulevard and Cannon Street, north of Santiago Creek (Attachments 2 and 3).

On July 10, 2022, the Community Development Department received a written request from the project applicant (Attachment 1) requesting that a time extension be granted for the project entitlements. The request includes an extension pursuant to Orange Municipal Code Section

17.08.060, which allows for a one-year extension and an extension pursuant to Subdivision Map Act Section 66452.6(e), which allows for a six-year extension. The extensions run consecutively; therefore, the total years of the extension would be seven from the expiration date of August 25, 2022.

The time extension will begin on August 25, 2022, and will expire on August 25, 2029. No changes have been proposed to the approved entitlements or plans.

## **7. ATTACHMENTS**

- Attachment 1 Letter from Milan REI X LLC
- Attachment 2 City Council Resolution No. 11268
- Attachment 3 City Council Staff Report dated August 25, 2020
- Attachment 4 City Council Minutes dated August 25, 2020



# Agenda Item

## City Council

Item #: 3.19.

8/9/2022

File #: 22-0439

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

**THRU:** Rob Houston, City Manager

**FROM:** Susan Galvan, Interim Community Development Director

### 1. SUBJECT

Time extension for Tentative Tract Map No. 0050-20, Minor Site Plan Review No. 1016-20, and Negative Declaration No. 1871-20 - Mabury Tentative Tract Map

### 2. SUMMARY

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Approve a one-year time extension based on Orange Municipal Code Section 17.08.060, and a six-year time extension based on Subdivision Map Act Section 66452.6(e) for Tentative Tract Map No. 0050-20, Minor Site Plan Review No. 1016-20, and Negative Declaration No. 1871-20.

### 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.

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c: Support and enhance attractive living environments

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On August 25, 2020, the City Council adopted Resolution No. 11268 approving the subdivision of an approximately 15.4-acre site into 22 single-family residential lots on approximately 10.9 acres of the site, and an open space dedication of approximately 4.5 acres along the Santiago Creek corridor, located on the south side of Mabury Avenue between Orange Park Boulevard and Cannon Street, north of Santiago Creek (Attachments 2 and 3).

On July 10, 2022, the Community Development Department received a written request from the project applicant (Attachment 1) requesting that a time extension be granted for the project entitlements. The request includes an extension pursuant to Orange Municipal Code Section

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The time extension will begin on August 25, 2022, and will expire on August 25, 2029. No changes have been proposed to the approved entitlements or plans.

## **7. ATTACHMENTS**

- Attachment 1 Letter from Milan REI X LLC
- Attachment 2 City Council Resolution No. 11268
- Attachment 3 City Council Staff Report dated August 25, 2020
- Attachment 4 City Council Minutes dated August 25, 2020

Milan REI X, LLC  
c/o Tivoli Capital, Inc.  
888 S. Disneyland Drive, Suite 103  
Anaheim, CA 92802

July 10, 2022

Susan Galvan  
Director Community Development  
City of Orange  
300 E. Chapman Ave.  
Orange, CA 92866

Dear Ms. Galvan:

On behalf of Milan REI X, LLC, we request an extension of tentative Track Map No. 0050-20 approved by the Orange City Council on August 25, 2020 (see attached Resolution No. 11268).

We request an extension of one year pursuant to OMC § 17.08.060 and an extension for six (6) additional years pursuant to California Government Code § 66452.6 (e). It is our understanding that these extensions will run consecutively resulting in a total of seven (7) additional years from the date of the original approval.

Enclosed is our check in the amount of \$1,000 for filing fees.

We thank you in advance for your assistance in this matter and please let us know if you need additional information.

Very truly yours,



Christopher Nicholson, President, Milan Capital Management Inc.,  
Managing Agent for Milan REI X, LLC

cc: Robert Garcia, Senior Planner  
Franklyn R. Elfend

## **RESOLUTION NO. 11268**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE APPROVING TENTATIVE TRACT MAP NO. 0050-20, MINOR SITE PLAN REVIEW NO. 1016-20, AND ENVIRONMENTAL REVIEW NO. 1871-20, TO SUBDIVIDE AN APPROXIMATELY 15.4-ACRE SITE INTO 22 SINGLE-FAMILY RESIDENTIAL LOTS ON 10.9 ACRES AND OPEN SPACE DEDICATION OF 4.5 ACRES ALONG THE SANTIAGO CREEK CORRIDOR, LOCATED SOUTH OF MABURY AVENUE, BETWEEN ORANGE PARK BOULEVARD AND CANNON STREET, NORTH OF SANTIAGO CREEK.**

**WHEREAS**, the City Council has authority per Orange Municipal Code Section 16.12.010.C, Orange Municipal Code Table 17.08.020, and Orange Municipal Code Section 17.09.020A. to review and take action on Tentative Tract Map No. 0050-20, Minor Site Plan Review No. 1016-20, and Environmental Review No. 1871-20 pertaining to the subdivision of an approximately 15.4 acre site into 22 single-family residential lots on 10.9 acres and open space dedication of 4.5 acres along the Santiago Creek corridor, located south of Mabury Avenue, between Orange Park Boulevard and Cannon Street, north of Santiago Creek; and

**WHEREAS**, Tentative Tract Map No. 0050-20, Minor Site Plan Review No. 1016-20, and Environmental Review No. 1871-20, were filed by Milan REI X, LLC in accordance with the provisions of the City of Orange Municipal Code; and

**WHEREAS**, Tentative Tract Map No. 0050-20, Minor Site Plan Review No. 1016-20, and Environmental Review No. 1871-20, filed by Milan REI X, LLC, were processed in the time and manner prescribed by state and local law; and

**WHEREAS**, the Trails at Santiago Creek Specific Plan Certified Environmental Impact Report No. 1857-18 (SCH No. 2017031020) addressing the development of 128 single family dwellings south of Santiago Creek, but in a planning area encompassing the proposed subdivision site considered the development of 40-50 single family residences on the subject site under EIR Alternative 1; and Environmental Review No. 1871-20 [Addendum No. 1 to the Trails at Santiago Creek Specific Plan Final Environmental Impact Report 1857-18 (SCH No. 2017031020)], was prepared to evaluate the physical environmental impacts of the project in conformance with the provisions of the California Environmental Quality Act (CEQA), Public Resources Code (PRC) Section 21000, et seq. and in conformance with the Local CEQA Guidelines; and

**WHEREAS**, Environmental Review No. 1871-20 [Addendum No. 1 to the Trails at Santiago Creek Specific Plan Final Environmental Impact Report 1857-18 (SCH No. 2017031020)] was prepared in accordance with Section 15164 of the State CEQA Guidelines, and was not required to be circulated for public review; and

**WHEREAS**, in October, 2019, the City Council approved General Plan Amendment No. 2018-0001, Zone Change No. 1286-18, and Development Agreement No. 0005-18, for property which includes the subject property of the Tentative Tract Map; and

**WHEREAS**, General Plan Amendment No. 2018-0001 is the subject of a referendum filed with the City and on the November, 2020, ballot, such that the General Plan Amendment No. 2018-0001, and accompanying Zone Change No. 1286-18, and Development Agreement No. 0005-18 are not currently legally effective. Accordingly, Tentative Tract Map No. 0050-20 has been processed and is being considered pursuant to the existing City of Orange General Plan, prior to the approval of General Plan Amendment No. 2018-0001; and

**WHEREAS**, the City intends and acknowledges that, if the City voters at the November, 2020, election approve General Plan Amendment No. 2018-0001, such that General Plan Amendment No. 2018-0001, Zone Change No. 1286-18, and Development Agreement No. 0005-18, become legally effective, then by operation of law, including the plan consistency requirements of the Subdivision Map Act, the approval of Tentative Tract Map No. 0050-20 will no longer have any force or legal effect; and

**WHEREAS**, the City's interdepartmental Streamlined, Multi-Disciplined, Accelerated Review Team (SMART) considered the formal applications along with plans, technical reports, and Addendum on April 1, 2020 and again on June 17, 2020, recommending approval of the proposal to the Planning Commission, subject to conditions; and

**WHEREAS**, the Planning Commission conducted a duly advertised public meeting on July 20, 2020, at which time interested persons had an opportunity to testify either in support of or opposition to Tentative Tract Map No. 0050-20, Minor Site Plan Review No. 1016-20, and Environmental Review No. 1871-20; and

**WHEREAS**, the Planning Commission unanimously voted, 4-0, to recommend that the City Council approve Tentative Tract Map No. 0050-20, Minor Site Plan Review No. 1016-20, and Environmental Review No. 1871-20 to allow for the subdivision of an approximately 15.4 acre site into 22 single-family residential lots on 10.9 acres and open space dedication of 4.5 acres; and

**WHEREAS**, the City Council held a duly advertised public hearing on August 25, 2020 at which time interested persons had an opportunity to testify either in support or opposition to the proposal and for the purpose of considering the subdivision of an approximately 15.4 acre site into 22 single-family residential lots on 10.9 acres and open space dedication of 4.5 acres upon property described in Attachment "A", which is incorporated herein by this reference.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council approves Tentative Tract Map No. 0050-20, Minor Site Plan Review No. 1016-20, and Environmental Review No. 1871-20, to subdivide an approximately 15.4 acre site into 22 single-family residential lots on 10.9 acres and open space dedication of 4.5 acres along the Santiago Creek corridor, located south of Mabury Avenue, between Orange Park Boulevard and Cannon Street, north of Santiago Creek, based on the following:



## SECTION 1 – ENVIRONMENTAL REVIEW

Environmental Review No. 1871-20 [Addendum No. 1 to the Trails at Santiago Creek Specific Plan Certified Environmental Impact Report No. 1857-18 (SCH No. 2017031020)] was prepared to evaluate the potential environmental impacts of this project, in accordance with the provisions of the California Environmental Quality Act (CEQA), Public Resources Code (PRC) Section 21000, et seq. and in conformance with the Local CEQA Guidelines. Addendum No. 1 to the Certified EIR finds that the proposed project would not result in any new significant environmental impacts or substantially increase the severity of environmental impacts beyond the levels disclosed in the Certified EIR and identified for Alternative 1 of that EIR. All mitigation measures included in Addendum No. 1 to the Certified EIR are consistent with and originate from the Certified EIR. There are no new mitigation measures for the proposed project.

## SECTION 2 – FINDINGS

### General Plan

1. *The project must be consistent with the goals and policies stated within the City's General Plan.*

The project achieves multiple goals of the City's General Plan. The project transforms an underutilized residentially zoned property with a single-family residential development that integrates with adjacent residential uses, through the use of landscaped setbacks, development of compatible housing product, and lot size. The project will provide a circulation system that will minimize adverse effects on local residential neighborhoods and encourage pedestrian, equestrian and bicycle circulation with the installation of internal streets with sidewalks, relocation and dedication of the Santiago Creek Trail to the City of Orange, furthering completion of the final segment of that trail. The project supports the goals of the City's Housing Element by bringing forward housing that increases the inventory of housing in the community.

The sidewalk and trail improvements included in the project address the goals of the Circulation and Mobility Element by facilitating pedestrian and equestrian activity and implementing the Master Plan of Trails by the dedication of a segment of trail to the City for inclusion in the final segment of the Santiago Creek Trail that is presently under design. The project also provides housing in proximity to the Santiago Creek recreational (equestrian and bicycle) trail, making the trail readily accessible to residents.

### Tentative Tract Map

1. *The proposed division of land complies with all requirements of the Subdivision Map Act and Title 16, Subdivisions, of the Orange Municipal Code, and all other resolutions and ordinances of this City, including, but not limited to, requirements concerning area, improvements and design, floodwater drainage control, appropriate improved public roads, sanitary disposal facilities, water supply availability, public safety facilities and environmental protection.*

The proposed Tentative Tract Map complies with the requirements of the Subdivision Map Act, Title 16, Subdivisions of the Orange Municipal Code, and all other resolutions and ordinances of this City. The Tentative Tract Map proposes to subdivide an approximately 15.4-acre site into 22 single-family residential lots on 10.9 acres and open space dedication of 4.5 acres along the Santiago Creek corridor. Lot sizes will range from 8,315 to 18,821 square feet, which will be consistent with the residential development standards of the Single Family

Residential, 8000 square feet minimum lot size (R-1-8) zone, and will be similar to or larger than the lot sizes of the existing residential neighborhoods to the north. Vehicle access to the site will be provided on the south side of Mabury Avenue at the intersection of Yellowstone Boulevard by way of new private streets within the development. Twelve dwelling units will have frontage and garage access off Mabury Avenue, while the remaining units will have access off the private streets.

The project site generally slopes to the south towards Santiago Creek. Steeper areas to the south and west will be stabilized and equipped with drainage systems designed to reduce erosion and promote efficient drainage. Earthwork will consist of grading the individual lots to create buildable pads, and the majority of the earthwork will take place along the southwestern side of the site to create a 2:1 slope which meets current grading standards.

The existing Santiago Creek equestrian trail will be re-located and constructed as a recreational (equestrian and bike) trail, between the proposed single family lots and the creek edge. The new recreational trail will be dedicated to the City and conform to City of Orange standards.

Site planning requirements related to area, improvements and design, floodwater drainage control, appropriate improved public roads, sanitary disposal facilities, water supply availability, public safety facilities and environmental protection have been addressed either via project design components shown on the proposed plans or through conditions of approval. Therefore, the project meets this finding.

#### **Minor Site Plan**

1. *The project design is compatible with surrounding development and neighborhoods.*

The project transforms a underutilized residentially zoned property with a single-family residential development that integrates with adjacent residential uses to the north, through the use of landscaped setbacks, development of compatible housing product, and lot size. The relocation of the existing equestrian trail and construction of a new recreational (bicycle and equestrian) trail encourages a linkage between the project and surrounding uses, trails, and regional parks.

2. *The project conforms to City development standards and any applicable special design guidelines or specific plan requirements.*

The proposed subdivision conforms to City development standards for residential districts. Proposed lot sizes will range from 8,315 to 18,821 square feet, which complies with the minimum 8,000 square feet lot size requirement in the R-1-8 zone. The lot sizes will also be similar to or larger than the lot sizes in the single-family residential neighborhoods to the north. The project site is not subject to any City design guidelines or specific plan requirements. The site is not located within the boundaries of the Orange Park Acres Plan or East Orange General Plan.

3. *The project provides for safe and adequate vehicular and pedestrian circulation, both on- and off-site.*

Vehicular access points have been designed to ensure safe circulation conditions. Vehicle access to the site will be provided on the south side of Mabury Avenue at the intersection of Yellowstone Boulevard. Two new private streets within the development ("A" Street and "B" Street) will share a single access point from Mabury Avenue and each will terminate in a cul-

de-sac. Twelve dwelling units will have frontage and garage access off Mabury Avenue, while the remaining units will have access off “A” Street and “B” Street.

The project incorporates streetscape improvements that reinforce the quality and safety of pedestrians. Pedestrian circulation in the project area is provided by public sidewalks located on the north and south sides of Mabury Avenue. Sidewalks will also be provided within the project interior on both sides of “A” Street and “B” Street.

The project will include the relocation of the existing Santiago Creek Trail and construction of a recreational (equestrian and bicycle) trail through the development site between the proposed single-family lots and the creek edge. The new recreational trail will be accessible to the sidewalk on “A” Street and would rejoin the existing trail and sidewalk along Mabury Avenue at the northeastern and northwestern boundaries of the project site.

With adoption of Conditions of Approval and mitigation measures included in the Certified EIR, the proposed project provides for safe and adequate circulation.

4. *City services are available and adequate to serve the project.*

As evaluated in Addendum No. 1 to the Certified EIR, the proposed project will result in less than significant impacts to police, fire, recreation and or park services. The project incorporates design features and conditions of approval that address code requirements and building and infrastructure systems that maximize safety and ensure adequate utility services to the site. The applicant will be subject to payment of impact fees associated with schools, parks, libraries, sewer, and Sanitation District fees.

5. *The project has been designed to fully mitigate or substantially minimize adverse environmental effects.*

The proposed project includes project design features that minimize potential adverse impacts to Transportation/Traffic, Air Quality, Cultural Resources, Tribal Cultural Resources, Geology/Soils, and Noise. All mitigation measures included in Addendum No. 1 to the Certified EIR are consistent with and originate from the Certified EIR. There are no new mitigation measures proposed for the future development of 22 detached single-family residential units.

### **SECTION 3– CONDITIONS OF APPROVAL**

**BE IT FURTHER RESOLVED** that the following conditions are imposed with approval:

**General:**

1. The project shall comply with all applicable Mitigation Measures included within the Trails at Santiago Creek Specific Plan Certified Environmental Review No. 1857-18 (SCH No. 2017031020) and its associated Mitigation Monitoring Report, as identified within Addendum No. 1 to the Certified EIR.
2. The project shall conform in substance and be maintained in general conformance with plans labeled Attachment 7 (date stamped received July 1, 2020) including any modifications required by conditions of approval, and as recommended for approval by the Planning Commission. Any future expansion in area or in the nature of the use approved by Tentative Tract Map No. 0050-20, Minor Site Plan Review No. 1016-20, and Environmental Review

No. 1871-20 shall require an application for a new or amended Tentative Tract Map and Site Plan Review.

3. Within two days of final approval of this project, the applicant shall deliver to the Planning Division a cashier's check payable to the Orange County Clerk in an amount required to fulfill the fee requirements of Fish and Game Code Section 711.4(d) (2) and the County administrative fee, to enable the City to file the Notice of Determination required under Public Resources Code 21152, 14 Cal. Code Regulations 15075. If it is determined that there will be no impact upon wildlife resources, the fee shall be as required based on the current fee schedule.
4. The applicant agrees to indemnify, hold harmless, and defend the City, its officers, agents and employees from any and all liability or claims that may be brought against the City arising out of its approval of these entitlements, save and except that caused by the City's active negligence. The City shall promptly notify the applicant of any such claim, action, or proceedings and shall cooperate fully in the defense.
5. The applicant shall comply with all federal, state, and local laws, including all City regulations. Violation of any of those laws in connection with the use may be cause for revocation of these entitlements.
6. Tentative Tract Map No. 0050-20, Minor Site Plan Review No. 1016-20, and Environmental Review No. 1871-20 shall become void if not vested within two years from the date of approval. Time extensions may be granted for up to one year, pursuant to OMC Section 17.08.060.
7. The Final Tract Map shall be recorded within 24 months after tentative approval and satisfaction of all conditions of approval including the construction of all public and private infrastructure or providing securities for the construction thereof.
8. Any modifications to the plans including, but not limited to, the landscaping and parking as a result of other Department requirements such as Building Codes, water quality, Fire, or Police shall be submitted for review and approval to the Community Development Director or designee. Should the modifications be considered substantial, the modifications shall be reviewed and approved by the Planning Commission.
9. Except as otherwise provided herein, this project is approved as a precise plan. After any application has been approved, if changes are proposed regarding the location or alteration of any use or structure, a changed plan may be submitted to the Community Development Director for approval. If the Community Development Director determines that the proposed change complies with the provisions and the spirit and intent of the approval action, and that the action would have been the same for the changed plan as for the approved plan, the Community Development Director may approve the changed plan without requiring a new public hearing.
10. The project approval includes certain fees and/or other exactions. Pursuant to Government Code Section 66020, these conditions or requirements constitute written notice of the fees and/or exactions. The applicant is hereby notified that the ninety (90) day protest period commencing from the date of approval of the project has begun. If the applicant fails to file a protest regarding these conditions or requirements, the applicant is legally barred from later challenging such exactions per Government Code Section 66020.

11. These conditions shall be reprinted on the Final Tract Map plan prior to approval of the Final Tract Map.
12. Building permits shall be obtained for all construction work, as required by the City of Orange, Community Development Department's Building Division. Failure to obtain the required building permits may be cause for revocation of this entitlement.
13. Grading operations shall be restricted to Monday through Friday between the hours of 7:30 a.m. and 5:00 p.m., with limited grading as necessary permitted on Saturdays between the hours of 8:00 a.m. and 4:30 p.m.
14. All other construction activities shall conform to the City's Noise Ordinance, OMC Section 8.24, and shall be limited to the hours between 7:00 a.m. and 8:00 p.m. Monday through Saturday. No construction activity will be permitted on Sundays and Federal holidays.
15. The Migratory Bird Treaty Act (MBTA) governs the taking, killing, possession, transportation, and importation of migratory birds, their eggs, parts, and nests. The trees that would be removed as part of the project have the potential to provide suitable nesting opportunities for nesting birds. To comply with the MBTA, in the event that vegetation and tree removal should occur between January 15 and September 1 (nesting season), the project applicant shall retain a qualified biologist to conduct a nesting bird survey no more than three days prior to commencement of construction activities. The biologist conducting the clearance survey shall document the negative results if no active bird nests are observed on the project site or within the vicinity during the clearance survey with a brief letter report, submitted to the City of Orange Community Development Department prior to construction, indicating that no impacts to active bird nests would occur before construction can proceed. If an active avian nest is discovered during the pre-construction clearance survey, construction activities shall stay outside of a 300-foot buffer around the active nest. For listed and raptor species, this buffer shall be 500 feet. A biological monitor shall be present to delineate the boundaries of the buffer area and to monitor the active nest to ensure that nesting behavior is not adversely affected by the construction activity, pursuant to the MBTA. Prior to the commencement of grading or construction activities and the issuance of any permits, results of the pre-construction survey and any subsequent monitoring shall be provided to the City of Orange Community Development Department, California Department of Fish and Wildlife and other appropriate agencies.

**Prior to Building Plan Check Submittal:**

16. Plans submitted for building plan check shall comply with the California Building Code as amended by the City and as frequently amended and in effect at the time of application for building permit.
17. Plans submitted for building plan check shall comply with the California Fire Code as amended by the City and as frequently amended and in effect at the time of application for building permit.
18. Prior to the first building plan check, the property owner/developer shall submit plans consistent with the Land Use Application requirements for required entitlements for the development of the individual lots to the Planning Division for review and approval through the proper entitlement process.

19. Plans submitted for building plan check shall employ a natural surveillance design concept to keep potential criminals and their targets under observation. This includes adjusting building orientation, windows, entrances and exits, parking lots, walkways, and other features to promote casual or more formal oversight of low surveillance areas.
20. Plans submitted for building plan check shall employ a natural access control design strategy directed at decreasing crime opportunity by denying access to targets and creating a perception of risk to offenders. It is also used to prevent public access to private areas. Examples include using landscaping to control access to graffiti-prone walls, limiting the number of entrances and exits for better control, and reducing public pathways through private areas. CPTED discourages a “fortress mentality” but recognizes that high-value targets require the application of more traditional security measures.
21. Plans submitted for building plan check shall employ territorial reinforcement design concepts that include attributes that express concerned ownership, including pavement treatments, behavior-regulating signage, public art, fencing, and the continual maintenance of grounds, landscaping, and structures.
22. Plans submitted for building plan check shall incorporate proper design features that support maintenance of the property, including graffiti resistant surfaces, vandal-proof lighting and landscaping selected for easy maintenance.
23. Plans submitted for building plan check shall employ design features that will help increase visibility in the area of the trail. The reduction of visibility will be even greater after homes are constructed on this site. Open fencing should be used in all areas of the trails. Lighting the trails during darkness should deter criminal and unwanted activity and provide a sense of security for desired human activity. Illumination levels of the trails shall be of at least .50 foot-candles at the ground level. Lighting devices shall be protected by weather and vandalism resistant covers. Landscaping shall not interfere with the visibility of the trail, the lighting or create ambush points. The design of the recreational trail shall express a strong sense of ownership for the future development of homes for this site.
24. Plans submitted for building plan check shall show that the water improvement plans are consistent with the fire suppression plans and or fire master plan. The applicant’s consultant preparing the water improvement plans shall coordinate their plans with the consultant preparing the fire suppression plans and/or fire master plan so that their designs concur.
25. Plans submitted for building plan check shall show that the minimum separation requirements are met and that each of the various designer’s plan sets match. The applicant’s consultant preparing the improvement and utility plans shall coordinate their plans with the consultants preparing the landscape, architectural, surface water quality management, fire master and/or fire suppression plans so that their designs are consistent.

**Prior to Approval of Landscape Plans:**

26. Prior to approval of landscape plans, the applicant shall review the approved Water Quality management Plan and ensure the proposed landscape plans are consistent with the project grading plans and show the proposed structural storm water treatment Best Management Practices, such as bioretention planters, drywells, permeable pavers, and any other proposed surface water quality BMP’s incorporated into the project.

27. In conjunction with the filing of a Land Use Application for the development of the residential units, the applicant/residential project proponent shall identify and assess opportunities to incorporate the existing trees that line Mabury Avenue into the project. Ingress/egress (driveway entries) of properties that line Mabury Avenue shall be identified on future plan sets showing any existing trees that are to be protected in place.

**Prior to Grading Permit Issuance:**

28. Prior to rough grading permit issuance, the developer/builder shall receive stamped approval of a Conceptual or Precise Fuel Modification Plan from the City of Orange Fire Department.
29. Prior to rough grading permit issuance, the following information relative to fire apparatus access roadways shall be included on the Fire Master Plan:
  - a. Signage/markings shall meet standards contained in the Fire Master Plan Guidelines.
  - b. Provide a letter or statement, wet-stamped and signed by a registered engineer on the plans certifying that any new roadway meets the 68,000 pound all weather requirement.
30. Prior to rough grading permit issuance, trees planted along the fire access roadway and/or firefighter required walkway shall not impede the required minimum 5'-0" walkway width or the required fire apparatus vertical clearance of 13'-6". The trees should be a type that the natural growth pattern would allow the required vertical clearance without reliance on regular maintenance of the tree canopies.
31. Prior to recordation of the Final Map, a Precise Fuel Modification Plan and report are required to be submitted to ensure that tract design will accommodate fuel modification requirements for the ultimate lot buildout condition. A Precise Fuel modification plan proposal for the tract is required based on current layout of the site. Refer to the Orange City Fire Department Fuel Modification and Vegetation Management Guideline:
  - a. The fuel modification plans shall meet the criteria set forth in the Fuel Modification Section under Conceptual (section 1) and Precise (section 2) of the guideline.
  - b. No fuel modification zones shall be designated on private properties. All elements of the fuel modification areas shall be designated on common lettered lots and shall include provisions for the maintenance of all such elements for perpetuity.
  - c. The maintenance and access easements shall be shown as lettered lots on the tract map. Along with access to, and, clear width 12-foot wide emergency and maintenance access gates to the fuel modification areas.
  - d. Applicable easement agreements and CC&Rs shall be reviewed and approved by the City Attorney and Fire Department.
32. Prior to rough grading permit issuance, all fuel modification zones are required to be in the common area to be maintained by the homeowners association. The A zone is required to be a minimum 20' and the remaining zones B-D are prescriptive 50 feet each. Zones B-D distances may be reduced with justification based on the fire behavior analysis results as well as any proposed alternate materials and methods. The Fuel Modification plan must clearly indicate:
  - Delineation of the zones beginning outside of the private property lines,

- Statement of condition that precise Fuel Modification plan must be submitted and approved by Fire prior to submitting for grading,
  - Show location of emergency and maintenance access gates per Orange City Fire Vegetation Management Guideline (attached),
  - General description of existing area 300 feet beyond the development property lines in all directions,
  - Prior to submitting for grading plan check an emergency and maintenance access easement agreement shall be reviewed by the Fire Department and City Attorney and be recorded,
  - Prior to submitting for grading plan check, the CC&Rs shall be reviewed by the Fire Department and City Attorney and be recorded.
33. Prior to rough grading permit issuance, plans prepared for plan check shall be per Development Services guidelines and requirements. Please see to the following link: <https://www.cityoforange.org/DocumentCenter/View/735/Plans-Preparation-Guidelines-and-Checklists-PDF>
  34. Prior to rough grading permit issuance, the Preliminary Hydrology Report and Sewer Capacity Analysis shall be reviewed and approved by the Public Works Department.
  35. Prior to rough grading permit issuance, a geotechnical report shall be submitted with the grading plans for review.
  36. Prior to rough grading permit issuance, a grading plan shall be submitted in compliance with City standards for review and approval by the Public Works Director. All grading and improvements on the subject property shall be made in accordance with the Manual of Grading and Standard Plans and Specifications to the satisfaction of the Public Works Director. The applicant may be required to include Phased Erosion and Sediment Control Plans, a Site Demolition Plan, and a Utility Plan as part of the grading plan submittal.
  37. Prior to rough grading permit issuance, a preliminary/conceptual landscape site plan shall be provided that describes the design intent for the project, including the common areas, proposed trail, and interphase with the surrounding environment.
  38. The landscape plan shall indicate the location of all existing trees, and which trees will be relocated and/or removed. The project shall adhere to the City of Orange Municipal Code and shall acquire a tree removal permit.
  39. Prior to rough grading permit issuance, the proposed sewer system, including lift station, and street lighting system shall be private. Ownership and maintenance of the foregoing improvements shall be by the Homeowners Association.
  40. When applicable, prior to rough grading permit issuance, the applicant shall construct all public and/or private improvements to the satisfaction of the Water Division. The applicant may be required to enter into an agreement with the City of Orange, and post security in a form and amount acceptable to the City Engineer and/or Water Division to ensure construction of said improvements.
  41. Prior to any grading permit issuance, the applicant shall submit a Priority Project WQMP for review and approval to the Public Works Department that:



- a. Prioritizes the use of Low Impact Development principles as follows: preserves natural features; minimizes runoff and reduces impervious surfaces; and utilizes infiltration of runoff as the method of pollutant treatment. Infiltration BMPs to be considered include the use of permeable materials such as concrete and concrete pavers, infiltration trenches, infiltration planters, and other infiltration BMPs as applicable,
  - b. Incorporates the applicable Site Design, Routine Source, Structural Control and Low Impact BMPs as defined in the Model Water Quality Management Plan and Technical Guidance Document,
  - c. Maintains the hydrologic characteristics of the site by matching time of concentration, runoff, velocity, volume and hydrograph for a 2-year storm event,
  - d. Minimizes the potential increase in downstream erosion and avoids downstream impacts to physical structures, aquatic and riparian habitat,
  - e. Generally describes the long-term operation and maintenance requirements for structural and Treatment Control BMPs,
  - f. Identifies the entity or employees that will be responsible for long-term operation, maintenance, repair and or replacement of the structural and Treatment Control BMPs and the training that qualifies them to operate and maintain the BMPs,
  - g. Describes the mechanism for funding the long-term operation and maintenance of all structural and Treatment Control BMPs,
  - h. Includes a copy of the forms to be used in conducting maintenance and inspection activities,
  - i. Meets recordkeeping requirements (forms to be kept for 5 years).
  - j. Includes a copy of the form to be submitted annually by the project owner to the Public Works Department that certifies that the project's structural and treatment BMPs are being inspected and maintained in accordance with the project's WQMP.
42. Prior to any grading permit issuance (including grubbing, clearing, or paving permits), the applicant shall demonstrate that coverage has been obtained under the State's General Permit for Stormwater Discharges Associated with Construction Activity (Construction General Permit for all projects with soil disturbance greater than 1 acre) by providing a copy of the Notice of Intent (NOI) submitted to the State Water Resources Control Board and a copy of the subsequent notification of the issuance of a Waste Discharge Identification (WDID) Number or other proof of filing. A copy of the current SWPPP required by the General Permit shall be kept at the project site and be available for review by City representatives upon request.
43. The contractor shall obtain a grading permit from the Public Works Department prior to start of any site clearing and grubbing, or grading.
44. Prior to importing or exporting any soil, the applicant shall obtain a Transportation Permit issued by the Public Works Department, Traffic Division.
45. Prior to any grading permit issuance, the applicant shall submit a deposit to cover plan check and inspection services related to the grading activities.

46. Any grading outside of the owner's boundary shall require the applicant to either obtain temporary construction easements or permission by adjacent property owners in a form suitable to the Public Works Director, prior to any grading permit issuance.
47. Prior to any grading permit issuance, a Traffic Control Plan that addresses any proposed street restrictions during construction shall be submitted to Public Works for review.
48. Prior to any grading permit issuance, the applicant shall coordinate with all regulatory and other entities for permitting requirements including Army Corps of Engineers, U.S. and State Fish and Wildlife Service, Orange County Flood Control District, Santa Ana Regional Water Quality Control Board, Metropolitan Water District, etc.
49. Prior to any grading permit issuance, the applicant shall obtain Encroachment Permits for all work within public right-of-way and public utility easements, including sidewalk and driveway construction and utility main and lateral construction.
50. Prior to any grading permit issuance, an approval by the City Council is required prior to import or export of soil exceeding 30,000 cubic yards. A dirt haul route shall be approved by the City Council and the travel path is subjected to pavement deterioration evaluation.
51. Prior to any grading permit issuance, the applicant shall obtain a permit from the Orange County Flood Control District (OCFD) for any direct storm water discharge into the OCFD channels.
52. Prior to precise grading permit issuance, the Fire Master Plan shall show the locations of all existing public and proposed public or private fire hydrants within 600 feet accessible path of all proposed buildings.
  - a. The spacing and number of fire hydrants shall be in accordance with CFC Section 507 and CFC Appendix C.
  - b. Provide the available fire flow for the fire hydrants nearest to the proposed structures fronting the street, to confirm the ability and demonstrate compliance with the requirements of CFC Appendix B, applicable Table B105.1; report can be obtained from Water Department.
  - c. Additional fire hydrants, at the cost of the developer, may be required after the requested information is reviewed for CFC compliance.
53. Prior to precise grading permit issuance, the applicant shall provide a master meter with approved backflow device to serve private on-site domestic water.
54. If a fire service is required for private on-site hydrants, a separate dedicated master meter with approved backflow device shall be required to serve private hydrants, prior to precise grading permit issuance.
55. Prior to precise grading permit issuance and prior to approval of a water improvement plan, the applicant shall satisfy all water main connection, plan check, and inspections charges as determined by the Water Division.
56. Prior to precise grading permit issuance, the applicant's civil engineer shall prepare and provide product material submittals consistent with the water improvement plans for all proposed public water system facilities to the Water Division per the City of Orange General Water Construction Notes for review and approval at least fourteen calendar days prior to commencing construction.

57. All improvements, including street sections, structural pavement sections, sidewalk, driveway aprons, sidewalk access ramps, storm drain, sewer, water, lighting, etc, shall comply with the City of Orange Standard Plans and Specifications.
58. All public infrastructures, including street sections, sidewalks, driveway aprons, and utilities shall comply with City of Orange Standard Plans and Specifications.
59. All driveway approaches shall conform to ADA standards for wheelchair access conforming to Public Works Standard Plans 115 and 116.
60. The applicant shall provide adequate wheelchair accessibility around driveway aprons that do not conform to current ADA standards.
61. The applicant shall be required to install new streetlights, or upgrade existing streetlights along public and private streets as required by City of Orange Traffic Division. Contact Jimmy Rocha @ (714) 532-6477 or [jrocha@cityoforange.org](mailto:jrocha@cityoforange.org).
62. Prior to precise grading permit issuance, the grading plan shall detail all of the locations where retaining walls will be constructed. Geometric detail of retaining walls shall be shown on the grading plan, including material type, dimensions, backfill, and subdrains. A building permit is also required for retaining walls over 4 feet in height measured from the bottom of the footing to the top of the wall prior to construction. Structural details and design calculations shall be submitted as a separate document and will be reviewed and permitted by the City Building Division.
63. The applicant shall show all sewer and storm drain lines on the Grading Plan. Other utility lines, such as water lines, may also be shown on Grading Plan for reference.
64. The applicant shall show all structural BMPs for water quality purposes on the grading plan. Water quality features shown on the grading plan must match the WQMP.
65. The proposed finish floor elevations shall have a 1-foot freeboard based on the back of sidewalk.
66. The recreational trail design shall be coordinated with Eduardo Lopez, Senior Civil Engineer at (714) 744-5527 or [elopez@cityoforange.org](mailto:elopez@cityoforange.org), and Don Equitz, Senior Landscape Coordinator at (714) 532-6464 or [dequitz@cityoforange.org](mailto:dequitz@cityoforange.org).
67. The applicant shall dedicate an easement to the City, a minimum 25-foot wide swath for an equestrian and bicycle recreational trail. The easement dedication shall be made prior to final tract map approval by a separate easement document as necessary.
68. The recreational trail dedications adjacent to the proposed tract, including connectivity to the existing trail on the south side of Mabury Avenue shall be coordinated with the Community Services Department, Don Equitz, Senior Landscape Coordinator at (714) 532-6464 or [dequitz@cityoforange.org](mailto:dequitz@cityoforange.org).

**Prior to Building Permit Issuance:**

69. The proposed buildings will be required to be protected by an automatic fire sprinkler system installed in accordance with NFPA 13D.

70. All architectural, civil, and landscape drawings shall be coordinated such that information relative to fire access roadway widths, required vertical clearances, and location of fire protection devices (backflow devices and fire hydrants) are shown in a similar manner.
71. All construction documents shall show that all structures comply with the requirements of OMC Chapter 15.52 (Building Security Standards) which includes, but is not limited to: hardware, doors, windows, and lighting. Specifications, details, or security notes may be used to convey compliance.
72. Prior to approval of final construction documents, all residential dwellings shall display a street number in a prominent location on the street side of the residence in such a position that the number is easily visible to approaching emergency vehicles. The numerals shall be no less than four inches in height and shall be of a contrasting color to the background to which they are attached. These numerals shall be illuminated during the hours of darkness.
73. All security and design measures that employ Defensible Space concepts shall be utilized in development and construction plans as described in the City of Orange Building Security Guidelines. These measures incorporate the concepts of Crime Prevention through Environmental Design (CPTED), which involves consideration such as placement and orientation of structures, access and visibility of common areas, placement of doors, windows, addressing, lighting, and landscaping.
74. Prior to building permit issuance for each parcel, the applicant shall pay all applicable development fees, including but not limited to: City sewer connection, Orange County Sanitation District Connection Fee, Transportation System Improvement Program, Fire Facility, Police Facility, Park Acquisition, Sanitation District, and School District, as required.
75. All landscaping plans for the project shall be designed to comply with the City's Water Efficient Landscape Guidelines as described in Section IX et al of the City of Orange Landscape Standards and Specifications.
76. Prior to building permit issuance, the final landscape plan shall be reviewed and approved by the Orange Fire Department if landscaping is proposed in areas subject to Fire Department jurisdiction, which may include, but is not limited to, fuel modification areas.
77. Prior to the first building permit issuance, construction plans shall show that all structures shall comply with the requirements of Orange Municipal Code (OMC), Chapter 15.52 Building Security Standards, which relates to the use of specific hardware, doors, windows, lighting, etc. Architectural drawings shall include sections of the Ordinance that apply under "Security Notes". An "Approved Products List 1/17" of hardware, windows, etc. is available upon request.
78. Prior to building permit issuance, the applicant shall review the approved Water Quality Management Plan (WQMP) and grading plan to ensure the structure's downspouts or drainage outlet locations are consistent with those documents. Copies of the building or architectural plans specifically showing the downspouts and drainage outlets shall be submitted to the Public Works Department for review.
79. Prior to building permit issuance, the applicant shall submit improvement plans to the Water Division for review and approval for any new fire hydrants, domestic water services, fire

services, landscape services, and any other proposed improvements or relocations affecting the public water system facilities.

80. Prior to building permit issuance, the Water Division shall approve the type and location of landscaping and fire service (backflow prevention) device for proposed City services.
81. Prior to building permit issuance, construction documents shall show a minimum twenty-foot (20') separation from the public water system facilities to the proposed/existing buildings and structures per the City of Orange Standard Location Of Undergrounding Utilities Standard and as approved by the Water Division.
82. Prior to building permit issuance, construction documents shall show that the installation of sewer mains in the vicinity of water mains is done per the Department of Public Works Water Division Standard No. 113 and will be approved by the Water Division.
83. Prior to building permit issuance, construction documents shall show that a six foot minimum horizontal clearance and a one foot minimum vertical clearance would be maintained between City water mains, laterals, services, meters, fire hydrants and all other utilities except sewer. The Water Division shall review and approve the construction documents.
84. Prior to building permit issuance, construction documents shall show that an eight-foot minimum clearance is provided between City water mains, laterals, services, meters, fire hydrants, signs, or trees or other substantial shrubs and plants as required by the Water Division. The Water Division shall review and approve the construction documents.
85. Prior to building permit issuance, construction documents shall show that permanent signs, awning, surface water quality management features or other structures are not built over water mains, laterals, services, meters, or fire hydrants as required by the Water Division.
86. Prior to building permit issuance, construction documents shall show that each building will be metered separately unless otherwise approved by the Water Division.
87. Prior to building permit issuance for the first phase of work, the applicant shall be responsible for obtaining approval all of the necessary encroachment permits from affected agencies for all public water construction work.
88. Prior to the issuance of building permits or sale or lease of any parcels, the final map and CC&R's shall be recorded.
89. Prior to building permit issuance, the applicant shall submit an address number request, including an addressing plan, to the Public Works Department for review and approval.
90. Prior to building foundation construction, a Certificate Letter of Line and Grade shall be submitted to the Public Works Construction Inspector demonstrating that the site grading and pad elevation are completed according to the grading plan.
91. Prior to building permit issuance, lots having reduced street frontage flag lot configurations shall have additional illuminated monument addressing at the street.

**Prior to Construction:**

92. The property owner shall maintain in good condition, all on-site driveways where heavy-duty trucks would travel.

**Prior to Final Map Recordation:**

93. Prior to final map recordation, the Fire Master Plan and Tentative Tract Map shall be revised to include current adopted code references and information.
94. Prior to Final Map recordation, the map shall include the location(s) of the proposed water quality structural BMP's.
95. Prior to final map recordation, a copy of the project's CC& R's shall be provided to the Public Works Department for review and approval that includes requirements for the maintenance and funding of the project's structural and treatment water quality best management practices as approved by the City in the project's WQMP.
96. The applicant/developer shall make the necessary improvements to the relocated 10-foot equestrian recreational trail, within the 25-foot wide swath for an equestrian and bicycle recreational trail.
97. Prior to final map recordation, the project's CC& R's shall be provided for review and approval that includes requirements for the maintenance of the equestrian and bicycle recreational trail by the Homeowners Association (HOA).
98. Prior to Final Map recordation, street lighting systems on interior streets shall be shown.
99. Prior to final map recordation, street easements shall be granted to the City of Orange for emergency vehicular access, trash collection and public utilities and shall be shown on the Tentative Tract Map.
100. Prior to final map recordation, monuments shall be set based on a field survey.
101. The CC&R's shall be subject to a joint review by the Community Development Director, Public Works Director, and City Attorney. The applicant shall be required to pay for the review of the CC&R's by the City Attorney, Public Works Director and the Community Development Director at City's hourly billing rate, prior to final map recordation.
102. The CC&R's or reciprocal access and drainage agreement shall be recorded prior to or at the same time as the first final map.
103. All landscaping shall include the installation of root barriers on the sidewalk side of trees, or where conditions warrant, the installation of Deep Root boxes as directed by the Community Services Department, prior to final map recordation.

**Prior to Issuance of a Certificate of Occupancy:**

104. Any new lighting on the premise shall be installed in such a way to direct, control, and screen the lighting to prevent off site light spillage onto adjoining properties and shall not be a nuisance to any point beyond the exterior boundaries of the property. Prior to issuance of a Certificate of Occupancy, the applicant shall contact the Orange Police Crime Prevention Bureau and set an appointment on-site to test all lighting to ensure it meets Orange Municipal Code standards.
105. Prior to the issuance of certificates for use of occupancy, the applicant shall demonstrate the following to the Public Works Department:

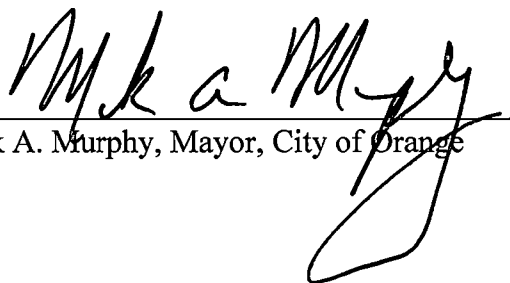
- a. That all structural and treatment control best management practices (BMPs) described in the Project WQMP have been constructed and installed in conformance with the approved plans and specifications,
  - b. That the applicant is prepared to implement all non-structural BMPs described in the Project WQMP,
  - c. That an adequate number of copies of the project's approved final Project WQMP are available for the future occupants.
106. Prior to the issuance of certificates for use of occupancy or final signoff by the Public Works Department, the applicant shall demonstrate to the satisfaction of Public Works, that the preparer of the WQMP has reviewed the BMP maintenance requirements in Section V of the WQMP with the responsible person and that a copy of the WQMP has been provided to that person. A certification letter from the WQMP preparer may be used to satisfy this condition.
  107. Prior to issuance of a certificate of occupancy for each parcel, all landscaping improvements shall be completed to the satisfaction of the Community Service Director and the Community Development Director.
  108. Prior to issuance of a certificate of occupancy, the applicant shall be responsible for the installation of necessary fire hydrants and fire services as approved by the Fire Department and Water Division.
  109. Prior to issuance of a certificate of occupancy, the applicant shall furnish and install individual pressure regulators on new services where the incoming pressure exceeds eighty-pounds per square inch.
  110. Prior to the issuance of a certificate of occupancy, the applicant shall furnish two keys, key cards, and/or remote operated keys to the Water Division for locked entrances in order to provide necessary access to public water system facilities within the locked area, unless otherwise approved by the Water Division.
  111. Utilities serving the development, such as electric, cable television, street lighting and communication shall be installed underground, completed and approved by the appropriate utility provider, prior to the issuance of a certificate of occupancy.
  112. Prior to issuance of a certificate of occupancy, connections at water main shall be made with a tee fitting and three valves. The location of mainline valves will be coordinated during plan review.
  113. Prior to issuance of a certificate of occupancy, a monument bond deposit shall be required to insure completion of field survey.
  114. The applicant shall remove unused driveway approaches and restore them to full height curb and gutter, including any sidewalk restoration at the driveway apron, prior to issuance of a certificate of occupancy.
  115. Cracked, uneven, or damaged public sidewalks, curbs and gutters along property frontages shall be repaired, prior to issuance of a certificate of occupancy.
  116. Prior to issuance of a certificate of occupancy, the applicant shall be required to install street trees along public and private streets as required by City of Orange Public Works Department.

117. Prior to the issuance of a certificate of occupancy, the sanitary sewer system connecting from the buildings to the public mainline shall be private and maintained by the property owner.


**Upon Transfer of Ownership:**

118. The project applicant shall maintain all structural, treatment and low impact development BMPs at the frequency specified in the approved WQMP. Upon transfer of ownership or management responsibilities for the project site, the applicant shall notify the City of Orange Public Works Department of the new person(s) or entity responsible for maintenance of the BMPs.

**ADOPTED** this 25th day of August 2020.

  
Mark A. Murphy, Mayor, City of Orange

**ATTEST:**

  
Pamela Coleman, City Clerk, 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 an adjourned regular meeting thereof held on the 25th day of August 2020, by the following vote:

AYES: COUNCILMEMBERS: Alvarez, Murphy, Nichols, Monaco  
NOES: COUNCILMEMBERS: None  
ABSENT: COUNCILMEMBERS: None  
ABSTAIN: COUNCILMEMBERS: None

  
Pamela Coleman, City Clerk, City of Orange



## Attachment “A”

## EXHIBIT "A"

All that certain real property situated in the County of Orange, State of California, described as follows:

PARCEL 1: ASSESSOR'S PARCEL NO.: 379-451-24

THAT PORTION OF LOT 2 IN BLOCK "A" OF THE LAND OF OGE AND BOND, IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 3, PAGES 430 AND 431 OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 4°57'00" WEST, 405.62 FEET (RECORD NORTH 7°07' WEST) FROM A POINT IN THE SOUTH LINE OF SAID LOT 2, NORTH 73°11'20" EAST, 450.58 FEET (RECORD NORTH 71° EAST, 450.582 FEET) FROM THE SOUTHWEST CORNER OF SAID LOT 2;  
THENCE NORTH 4°57'00" WEST, 507.61 FEET (RECORD NORTH 7°07' WEST, 507.424 FEET) TO A POINT IN THE CENTERLINE OF THE COUNTY ROAD, WHICH IS DISTANT NORTH 84°23'30" EAST, 642.88 FEET (RECORD NORTH 82°13' EAST, 642.774 FEET) FROM THE WEST LINE OF SAID LOT 2;  
THENCE NORTH 84°23'30" EAST, ALONG THE CENTERLINE OF SAID COUNTY ROAD AS THE SAME EXISTED PRIOR TO 1927, 969.25 FEET (RECORD NORTH 82°13' EAST, 969.606 FEET) TO AN ANGLE POINT IN SAID CENTERLINE;  
THENCE SOUTH 8°55'40" EAST, ALONG SAID CENTER LINE, 284.11 FEET (RECORD SOUTH 11°10' EAST, 284.064 FEET) TO AN ANGLE POINT IN SAID CENTERLINE;  
THENCE SOUTH 81°15'30" WEST, ALONG THE SOUTHWESTERLY EXTENSION OF SAID CENTERLINE, 25.43 FEET;  
THENCE SOUTH 37°41'10" WEST, 186.60 FEET;  
THENCE SOUTH 24°35'40" WEST, 73.40 FEET;  
THENCE SOUTH 42°55' WEST, 50.61 FEET;  
THENCE SOUTH 71°10' WEST, 151.19 FEET;  
THENCE SOUTH 50°07' WEST, 156.32 FEET;  
THENCE NORTH 2°53'10" WEST, 102.11 FEET;  
THENCE SOUTH 61°13'50" WEST, 73.87 FEET;  
THENCE NORTH 6°40'30" WEST, 62.38 FEET;  
THENCE SOUTH 84°03'30" WEST, 422.77 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT AN ANGLE POINT IN THE NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO E. F. WHITE AND WIFE BY DEED RECORDED AUGUST 10, 1954 IN BOOK 2789, PAGE 11 OF OFFICIAL RECORDS, SAID POINT BEING THE NORTHEASTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS "NORTH 48°48' EAST, 92.30 FEET";  
THENCE SOUTH 87°22'41" EAST, 67.90 FEET TO A POINT IN THE NORTHERLY LINE OF SAID LAND CONVEYED TO WHITE, SAID POINT BEING LOCATED 88.00 FEET NORTH 50°07' EAST FROM THE SOUTHWESTERLY TERMINUS OF THAT CERTAIN COURSE DESIGNATED AS "NORTH 50°07' EAST, 156.32 FEET";  
THENCE SOUTH 50°07' WEST, 88.00 FEET ALONG THE NORTHERLY LINE OF SAID LAND CONVEYED TO WHITE, TO AN ANGLE POINT THEREIN;  
THENCE NORTH 2°53'10" WEST, 59.61 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM, THAT PORTION OF SAID LAND DESCRIBED IN A DEED TO THE ORANGE COUNTY FLOOD CONTROL DISTRICT, RECORDED DECEMBER 31, 1987 AS INSTRUMENT NO. 87-717781 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL THOSE PORTIONS THEREOF LYING NORTHERLY AND NORTHEASTERLY OF THE SOUTHERLY AND SOUTHWESTERLY BOUNDARY OF THE LAND DESCRIBED IN A DEED TO THE CITY OF ORANGE, RECORDED AUGUST 21, 1991 AS INSTRUMENT NO. 91-451616 OF OFFICIAL RECORDS.

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ALSO EXCEPT THAT PORTION DESCRIBED IN A QUITCLAIM DEED IN FAVOR OF THOMAS JOHN DAVIDSON AND CYNTHIA WEBER DAVIDSON, TRUSTEES OF THE DAVIDSON REVOCABLE LIVING TRUST DATED NOVEMBER 26, 1996, RECORDED JULY 1, 1998 AS INSTRUMENT NO. 19980420585 OF OFFICIAL RECORDS.

PURSUANT TO LOT LINE ADJUSTMENT SAID DESCRIPTION IS SHOWN AS PARCEL 2 ON LOT LINE ADJUSTMENT NO. LL 97-3, RECORDED DECEMBER 15, 1997 AS INSTRUMENT NO. 19970641067 OF OFFICIAL RECORDS OF SAID COUNTY.

PARCEL 2: ASSESSOR'S PARCEL NO.: 093-280-27

THAT PORTION OF LOT 2 IN BLOCK "A" OF THE LAND OF OGE AND BOND, IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3, PAGES 430 AND 431 OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 4°57'00" WEST, 405.62 FEET (RECORD NORTH 7°07' WEST) FROM A POINT IN THE SOUTH LINE OF SAID LOT 2, NORTH 73°11'20" EAST, 450.58 FEET (RECORD NORTH 71° EAST, 450.582 FEET) FROM THE SOUTHWEST CORNER OF SAID LOT 2;  
THENCE NORTH 4°57'00" WEST, 507.61 FEET (RECORD NORTH 7°07' WEST, 507.424 FEET) TO A POINT IN THE CENTERLINE OF THE COUNTY ROAD, WHICH IS DISTANT NORTH 84°23'30" EAST, 642.88 FEET (RECORD NORTH 82°13' EAST, 642.774 FEET) FROM THE WEST LINE OF SAID LOT 2;  
THENCE NORTH 84°23'30" EAST, ALONG THE CENTERLINE OF SAID COUNTY ROAD AS THE SAME EXISTED PRIOR TO 1927, 969.25 FEET (RECORD NORTH 82°13' EAST, 969.606 FEET) TO AN ANGLE POINT IN SAID CENTERLINE;  
THENCE SOUTH 8°55'40" EAST, ALONG SAID CENTER LINE, 284.11 FEET (RECORD SOUTH 11°10' EAST, 284.064 FEET) TO AN ANGLE POINT IN SAID CENTERLINE;  
THENCE SOUTH 81°15'30" WEST, 284.064 FEET TO AN ANGLE POINT IN SAID CENTERLINE;  
THENCE SOUTH 81°15'30" WEST, ALONG THE SOUTHWESTERLY EXTENSION OF SAID CENTERLINE, 25.43 FEET;  
THENCE SOUTH 37°41'10" WEST, 186.60 FEET;  
THENCE SOUTH 24°35'40" WEST, 73.40 FEET;  
THENCE SOUTH 42°55' WEST, 50.61 FEET;  
THENCE SOUTH 71°10' WEST, 151.19 FEET;  
THENCE SOUTH 50°07' WEST, 156.32 FEET;  
THENCE NORTH 2°53'10" WEST, 102.11 FEET;  
THENCE SOUTH 61°13'50" WEST, 73.87 FEET;  
THENCE NORTH 6°40'30" WEST, 62.38 FEET;  
THENCE SOUTH 84°03'30" WEST, 422.77 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT AN ANGLE POINT IN THE NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO E. F. WHITE AND WIFE BY DEED RECORDED AUGUST 10, 1954 IN BOOK 2789, PAGE 11 OF OFFICIAL RECORDS, SAID POINT BEING THE NORTHEASTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS "NORTH 48°48' EAST, 92.30 FEET";  
THENCE SOUTH 87°22'41" EAST, 67.90 FEET TO A POINT IN THE NORTHERLY LINE OF SAID LAND CONVEYED TO WHITE, SAID POINT BEING LOCATED 88.00 FEET NORTH 50°07' EAST FROM THE SOUTHWESTERLY TERMINUS OF THAT CERTAIN COURSE DESIGNATED AS "NORTH 50°07' EAST, 156.32 FEET";  
THENCE SOUTH 50°07' WEST, 88.00 FEET ALONG THE NORTHERLY LINE OF SAID LAND CONVEYED TO WHITE, TO AN ANGLE POINT THEREIN;  
THENCE NORTH 2°53'10" WEST, 59.61 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND LYING SOUTHERLY AND SOUTHWESTERLY OF THE NORTHERLY LINE OF THE LAND DESCRIBED IN THE DEED TO THE CITY OF ORANGE, A MUNICIPAL CORPORATION, RECORDED AUGUST 22, 1991 AS INSTRUMENT NO. 91-453101 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM, THAT PORTION OF SAID LAND DESCRIBED IN THE DEED TO MUNICIPAL WATER DISTRICT OF ORANGE COUNTY, RECORDED JULY 27, 1998 AS INSTRUMENT NO. 19980483623 OF OFFICIAL RECORDS.

PARCEL 3: 370-041-12

THAT PORTION OF LOT 3 IN BLOCK "A" OF THE LAND OF OGE AND BOND, IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3, PAGES 430 AND 431, MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3 AND  
THENCE FROM SAID POINT OF BEGINNING SOUTH 17°38'30" EAST, ALONG THE WESTERLY LINE OF SAID LOT 3, 281.68 FEET TO A POINT;  
THENCE SOUTH 85°07' EAST, 157.75 FEET TO A POINT;  
THENCE NORTH 73°53' EAST, 146.71 FEET TO A POINT;  
THENCE NORTH 67°16' EAST, 206.30 FEET TO A POINT IN THE EASTERLY LINE OF LAND CONVEYED TO ROY B. WILLIS, BY DEED RECORDED FEBRUARY 4, 1921 IN BOOK 382, PAGE 249, DEEDS, RECORDS OF SAID ORANGE COUNTY;  
THENCE NORTH 17°14' WEST, ALONG SAID EASTERLY LINE 215.70 FEET TO A POINT IN THE NORTHERLY LINE OF SAID LOT 3;  
THENCE SOUTH 85°00' WEST, ALONG SAID NORTHERLY LINE, 511.81 FEET TO THE POINT OF BEGINNING.

PARCEL 4: 370-041-25

THAT PORTION OF LOT 3 IN BLOCK "A" OF THE LAND OF OGE AND BOND, IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3, PAGES 430 AND 431, MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SAID LOT 3 WITH THE CENTERLINE OF THE COUNTY ROAD, AS CONVEYED TO THE COUNTY OF ORANGE BY DEED RECORDED JANUARY 21, 1914 IN BOOK 244, PAGE 258 OF DEEDS, RECORDS OF SAID ORANGE COUNTY;  
THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID ROAD, 517.25 FEET;  
THENCE NORTHWESTERLY (NORTH 17°54' WEST) 591.4 FEET;  
THENCE IN AN EASTERLY DIRECTION TO A POINT ON THE EAST LINE OF SAID LOT 3, SAID POINT BEING SOUTH 17°30' EAST, 236.15 FEET FROM THE NORTHEAST CORNER OF SAID LOT 3;  
THENCE SOUTH 17°30' EAST, 376 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION OF SAID LAND LYING WITHIN THE LAND DESCRIBED IN THE DEED TO THE CITY OF ORANGE, A MUNICIPAL CORPORATION, RECORDED AUGUST 21, 1991 AS INSTRUMENT NO. 91-451619 OF OFFICIAL RECORDS.

PARCEL 5: ASSESSOR'S PARCEL NO. 093-280-29 (PORTION)

THAT PORTION OF LOT 2 IN BLOCK "A" OF THE LAND OF OGE AND BOND, IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3, PAGE 430 OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; AND  
THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF THE LAND CONVEYED BY W. V. WHISLER AND WIFE, TO MRS. J. R. FLETCHER, BY DEED RECORDED APRIL 13, 1914 IN BOOK 248, PAGE 55 OF DEEDS, TO A BOLT IN THE CENTER OF THE COUNTY ROAD AT THE SOUTHWEST CORNER OF SAID LAND CONVEYED TO SAID MRS. J. R. FLETCHER;  
THENCE RUNNING NORTHWESTERLY ALONG THE CENTER LINE OF SAID COUNTY ROAD, 284.10 FEET, MORE OR LESS, TO AN OLD PIPE IN THE ANGLE POINT IN THE CENTER LINE OF SAID COUNTY ROAD;  
THENCE RUNNING SOUTH 84° WEST, ALONG THE CENTER LINE OF SAID COUNTY ROAD, 597.94 FEET TO THE SOUTHEAST CORNER OF THAT PORTION OF SAID LOT 2 CONVEYED BY B. D. PARKER, A SINGLE MAN, TO CHRIS SENTI AND WIFE, BY DEED RECORDED NOVEMBER 2, 1923 IN BOOK 495, PAGE 384 OF DEEDS;  
THENCE NORTH 39°50'15" EAST, 815.36 FEET, MORE OR LESS, TO A POINT IN THE NORTH LINE OF SAID LOT 2, WHICH POINT IS 266.66 FEET SOUTH 85° WEST FROM THE NORTHEAST CORNER OF SAID LOT 2;  
THENCE NORTH 85° EAST, 266.66 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THAT PORTION OF SAID LAND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; RUNNING  
THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF THE LAND CONVEYED BY W. V. WHISLER TO MRS. J. R. FLETCHER, BY DEED RECORDED APRIL 13, 1914 IN BOOK 248, PAGE 55 OF DEEDS, TO A BOLT IN THE CENTER OF THE COUNTY ROAD AT THE SOUTHWEST CORNER OF SAID LAND CONVEYED TO SAID MRS. J. R. FLETCHER; RUNNING  
THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID COUNTY ROAD 284.10 FEET TO A POINT IN THE CENTERLINE OF SAID COUNTY ROAD; RUNNING  
THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE CENTER CENTERLINE OF SAID COUNTY ROAD, 59.94 FEET TO A POINT;  
THENCE IN A NORTHEASTERLY DIRECTION ALONG A STRAIGHT LINE TO A POINT IN THE NORTHERLY LINE OF SAID LOT 2, WHICH POINT IS SOUTH 85° WEST, 103.66 FEET FROM THE NORTHEAST CORNER OF SAID LOT 2;  
THENCE NORTH 85° EAST, ALONG THE NORTHERLY LINE OF SAID LOT 2, 103.66 FEET TO THE POINT OF BEGINNING.

PARCEL 6: ASSESSOR'S PARCEL NO.: 093-280-29 (PORTION)

THAT PORTION OF LOT 2 IN BLOCK "A" OF THE LAND OF OGE AND BOND, AS SHOWN ON A MAP RECORDED IN BOOK 3, PAGE 430 OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2;  
THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF THE LAND CONVEYED BY W. V. WHISLER ET UX TO MRS. J. R. FLETCHER, BY DEED RECORDED APRIL 13, 1914 IN BOOK 248, PAGE 55 OF DEEDS, TO A BOLT IN THE CENTER OF THE COUNTY ROAD AT THE SOUTHWEST CORNER OF SAID LAND CONVEYED TO SAID MRS. J. R. FLETCHER;  
THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID COUNTY ROAD 284.10 FEET TO A POINT IN THE CENTERLINE OF SAID COUNTY ROAD; RUNNING  
THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE CENTERLINE OF SAID COUNTY ROAD 59.94 FEET TO A POINT;  
THENCE IN A NORTHEASTERLY DIRECTION ALONG A STRAIGHT LINE TO A POINT IN THE NORTHERLY LINE OF SAID LOT 2, WHICH POINT IS SOUTH 85° WEST, 103.66 FEET FROM THE NORTHEAST CORNER OF SAID LOT 2;  
THENCE NORTH 85° EAST, ALONG THE NORTHERLY LINE OF SAID LOT 2, 103.66 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THAT PORTION OF SAID LAND DESCRIBED IN THE DEED TO MUNICIPAL WATER DISTRICT OF ORANGE COUNTY, RECORDED JULY 27, 1998 AS INSTRUMENT NO. 19980483623 OF OFFICIAL RECORDS.

PARCEL 7: ASSESSOR'S PARCEL NO.: 370-011-18

THAT PORTION OF THE SOUTH HALF OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 9 WEST AND THE NORTH HALF OF SECTION 23, TOWNSHIP 4, RANGE 9 WEST, OF THE LAND ALLOTTED TO PAUL PERALTA DE DOMINGUEZ IN THE DECREE OF PARTITION OF THE RANCHO SANTIAGO DE SANTA ANA, RECORDED IN BOOK "B" OF JUDGMENTS OF THE 17TH JUDICIAL DISTRICT OF CALIFORNIA IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, INCLUDED WITHIN THE LAND DESCRIBED IN THE DEED TO A. B. HEINSBERGEN AND NEDITH C. HEINSBERGEN RECORDED APRIL 27, 1935 IN BOOK 748, PAGE 222 OF OFFICIAL RECORDS OF SAID COUNTY, LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A 1/2 INCH IRON PIPE AT STATION NO. 15 AS SHOWN ON A MAP FILED IN BOOK 3, PAGE 54 OF RECORD OF SURVEYS IN THE CITY OF THE COUNTY RECORDER OF SAID COUNTY;  
THENCE SOUTH 82°50'00" WEST, 952.71 FEET;  
THENCE SOUTH 0°10'00" EAST, 129.92 FEET;  
THENCE SOUTH 86°54'40" WEST, 165.86 FEET;  
THENCE SOUTH 89°48'20" WEST, 117.49 FEET;  
THENCE NORTH 85°36'20" WEST, 101.01 FEET;  
THENCE NORTH 83°42'50" WEST, 174.68 FEET;

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THENCE SOUTH 72°11'10" WEST, 167.87 FEET;  
THENCE SOUTH 70°15'19" WEST, 309.10 FEET;  
THENCE SOUTH 55°03'20" WEST, 388.74 FEET TO AN AXLE, WHICH BEARS SOUTH 46°11'40" EAST, 549.09 FEET FROM A 1 INCH IRON PIPE AT STATION 9 OF SAID RECORD OF SURVEY.

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF A TRACT OF LAND CONVEYED TO HENRY SNYDER BY DEED RECORDED JANUARY 6, 1881 IN BOOK 77, PAGE 22 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA,  
THENCE SOUTH 83° WEST, 952.71 FEET ALONG THE NORTH LINE OF SAID SNYDER'S LAND;  
THENCE SOUTH 1027.99 FEET TO THE SOUTHERLY LINE OF THE LAND CONVEYED TO A. B. HEINSBERGEN ET UX BY DEED RECORDED APRIL 27, 1935 IN BOOK 748, PAGE 222 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY;  
THENCE ALONG SAID SOUTHERLY LINE NORTH 85° EAST, 550.00 FEET TO THE SOUTHEAST CORNER OF SAID HEINSBERGEN LAND,  
THENCE NORTH 19°45' EAST, 1179.42 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING AND RESERVING THEREFROM ALL OIL, GAS, ASPHALTUM AND TAR, IN AND UNDER SAID LAND, 500 FEET BELOW THE SURFACE, BUT WITHOUT THE RIGHT TO USE THE SURFACE OF SAID LAND IN CONNECTION WITH THE DEVELOPMENT THEREOF, PROVIDED, HOWEVER, THE SAME SHALL NOT BE CONSTRUED TO PROHIBIT SLANT DRILLING OPERATIONS OR SUCH OTHER OPERATIONS WHICH IN NO WAY USE OR IN ANY WAY AFFECT THE SURFACE RIGHTS OF SAID LAND AND WHICH DO NOT ENTER SAID LAND AT A POINT LESS THAN 500 FEET TO SAID SURFACE, AS EXCEPTED AND RESERVED BY ANTHONY B. HEINSBERGEN AND NEDITH C. HEINSBERGEN, HUSBAND AND WIFE, IN A DEED RECORDED NOVEMBER 15, 1972 IN BOOK 10426, PAGE 541 OF OFFICIAL RECORDS.

PARCEL 8: ASSESSOR'S PARCEL NO.: 370-011-21

THAT PORTION OF THE LAND ALLOTTED TO PAUL PERALTA DE DOMINGUEZ, IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS DESCRIBED IN THE FINAL ORDER OF PARTITION OF THE RANCHO SANTIAGO DE SANTA ANA, WHICH WAS ENTERED SEPTEMBER 12, 1868 IN BOOK "B", PAGE 410 OF JUDGMENTS OF THE DISTRICT COURT OF THE 17TH JUDICIAL DISTRICT IN AND FOR LOS ANGELES COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE LAND CONVEYED TO HENRY SNYDER BY DEED RECORDED JANUARY 6, 1881 IN BOOK 77, PAGE 22 OF DEEDS, RECORDS OF LOS ANGELES COUNTY, CALIFORNIA;  
THENCE SOUTH 83°00'00" WEST, 952.71 FEET ALONG THE NORTH LINE OF SAID SNYDER'S LAND;  
THENCE SOUTH 759.99 FEET;  
THENCE NORTH 83°00'00" EAST, 665.412 FEET TO THE EAST LINE OF SAID SNYDER'S LAND;  
THENCE NORTH 19°45'00" EAST, 844.54 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION THEREOF LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE WEST LINE OF SAID LAND DISTANT SOUTHERLY 509.00 FEET FROM NORTHWEST CORNER THEREOF;  
THENCE NORTH 83°00'00" EAST, 760.00 FEET TO THE EAST LINE OF SAID LAND.

ALSO EXCEPT THEREFROM THOSE PORTIONS LYING WITHIN THE LAND DESCRIBED AS PARCELS 1 AND 2, IN THE DEED TO STANDARD PACIFIC CORPORATION, RECORDED MARCH 9, 1981 IN BOOK 12591, PAGE 984 OF OFFICIAL RECORDS.

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PARCEL 9: ASSESSOR'S PARCEL NO.: 370-011-22 (PORTION)

ALL THAT CERTAIN LAND SITUATED IN THE RANCHO SANTIAGO DE SANTA ANA, IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 2 IN BLOCK A OF THE LAND OF OGE AND BOND, AS SHOWN ON A MAP RECORDED IN BOOK 3, PAGE 430 OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, CALIFORNIA;

THENCE NORTH 85° EAST, ALONG THE NORTHERLY LINE OF SAID LOT 1056.03 FEET TO A STONE MARKED "X";

THENCE SOUTH 15°59' WEST, 625.48 FEET TO A PIPE IN THE CENTERLINE OF THE COUNTY ROAD;

THENCE SOUTH 83°55' WEST, ALONG SAID CENTERLINE, 706.14 FEET TO AN IRON BAR IN THE WEST LINE OF SAID LOT;

THENCE NORTH 16°24' WEST, ALONG SAID WEST LINE 629.14 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION OF SAID LAND LYING WITHIN THE LAND DESCRIBED IN THE DEED TO THE CITY OF ORANGE, A MUNICIPAL CORPORATION, RECORDED AUGUST 21, 1991 AS INSTRUMENT NO. 91-451618 OF OFFICIAL RECORDS.

PARCEL 10: ASSESSOR'S PARCEL NO.: 370-011-22 (PORTION)

ALL THAT CERTAIN LAND SITUATED IN THE RANCHO SANTIAGO DE SANTA ANA, IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 3 IN BLOCK A OF THE LAND OF OGE AND BOND, AS SHOWN ON A MAP RECORDED IN BOOK 3, PAGES 430 AND 431 OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, CALIFORNIA;

THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT, 526.7 FEET TO A POINT;

THENCE SOUTHEASTERLY 218.2 FEET TO THE NORTHWESTERLY CORNER OF THE LAND CONVEYED TO J. A. BURNS BY DEED RECORDED JUNE 23, 1923 IN BOOK 476, PAGE 179 OF DEEDS;

THENCE IN AN EASTERLY DIRECTION TO A POINT ON THE EAST LINE OF SAID LOT 3, 236.15 FEET SOUTHERLY FROM THE NORTHEAST CORNER OF SAID LOT 3;

THENCE NORTH 17°30' WEST, 236.15 FEET TO THE POINT OF BEGINNING.

PARCEL 11: 370-011-08

THAT PORTION OF THE LAND ALLOTTED TO PAULA PERALTA DE DOMINQUEZ, IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS DESCRIBED IN THE FINAL DECREE OF PARTITION OF THE RANCHO SANTIAGO DE SANTA ANA, WHICH WAS ENTERED SEPTEMBER 12, 1868 IN BOOK "B", PAGE 410 OF JUDGMENTS OF THE DISTRICT COURT OF THE 17TH JUDICIAL DISTRICT IN AND FOR LOS ANGELES COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT DISTANT SOUTH 924.00 FEET AND NORTH 84°43' EAST, 3261.06 FEET FROM THE CORNER COMMON TO SECTION 14, 15, 22 AND 23 IN SAID ALLOTMENT, SAID POINT BEING THE SOUTHWEST CORNER OF THE LAND DESCRIBED IN THE DEED TO HENRY SNYDER, RECORDED JANUARY 6, 1881 IN BOOK 77, PAGE 22 OF DEEDS, RECORDS OF LOS ANGELES COUNTY, CALIFORNIA;

THENCE NORTH 36°07' WEST, 1000.56 FEET ALONG THE BOUNDARY OF SAID SNYDER LAND TO A STAKE;

THENCE SOUTH 55°15' WEST, 381.74 FEET TO A ROCK;

THENCE SOUTH 7°13' WEST, 691.22 FEET;

THENCE NORTH 84°43' EAST, 995.15 FEET TO THE POINT OF BEGINNING.

PARCEL 12: 093-280-30 (PORTION)

THAT PORTION OF THE LAND ALLOTTED TO PAULA PERALTA DE DOMINQUEZ, IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS DESCRIBED IN THE FINAL ORDER OF PARTITION OF THE RANCHO SANTIAGO DE SANTA ANA, WHICH WAS ENTERED SEPTEMBER 12, 1868 IN BOOK "B", PAGE 410 OF JUDGMENTS OF THE DISTRICT COURT OF THE 17TH JUDICIAL DISTRICT IN AND FOR LOS ANGELES COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

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BEGINNING AT THE SOUTHEAST CORNER OF THE TRACT OF LAND CONVEYED TO A. B. HEINSBERGERN AND WIFE, BY DEED RECORDED APRIL 27, 1935 IN BOOK 748, PAGE 222 OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE NORTH 19°45'00" EAST, 334.88 FEET ALONG THE EASTERLY LINE OF SAID LAND TO THE SOUTHEAST CORNER OF THE LAND CONVEYED TO SULLY MILLER CONTRACTING COMPANY, BY DEED RECORDED AUGUST 25, 1933 IN BOOK 630, PAGE 178 OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE SOUTH 83°00'00" WEST, 665.41 FEET TO THE SOUTHWEST CORNER OF SAID LAND CONVEYED TO SULLY MILLER CONTRACTING COMPANY;

THENCE SOUTHERLY 268.00 FEET, MORE OR LESS, ALONG THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF SAID LAND TO THE SOUTHERLY LINE OF SAID LAND CONVEYED TO A. B. HEINSBERGERN AND WIFE;

THENCE NORTH 85°00'00" EAST, 550.00 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, IN, UNDER, OR THAT MAY BE PRODUCED FROM A DEPTH BELOW 100 FEET, FROM THE SURFACE OF SAID PROPERTY AND ANY PART THEREOF, AS RESERVED BY A. B. HEINSBERGERN AND WIFE, IN THE DEED TO EARL B. MILLER AND OTHERS, DATED JUNE 9, 1947 AND RECORDED JULY 29, 1947 IN BOOK 1534, PAGE 310 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY.

PARCEL 13: 093-280-30 (PORTION)

THAT PORTION OF THE LAND ALLOTTED TO PAULA PERALTA DE DOMINQUEZ, IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS DESCRIBED IN THE FINAL ORDER OF PARTITION OF THE RANCHO SANTIAGO DE SANTA ANA, WHICH WAS ENTERED SEPTEMBER 12, 1868 IN BOOK "B" PAGE 410 OF JUDGMENTS OF THE DISTRICT COURT OF THE 17TH JUDICIAL DISTRICT IN AND FOR LOS ANGELES COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE LAND CONVEYED TO HENRY SNYDER BY DEED RECORDED JANUARY 6, 1881 IN BOOK 77, PAGE 22 OF DEEDS, RECORDS OF LOS ANGELES COUNTY, CALIFORNIA;

THENCE SOUTH 83°00'00" WEST, 952.71 FEET ALONG THE NORTH LINE OF SAID SNYDER'S LAND;

THENCE SOUTH 759.99 FEET;

THENCE NORTH 83°00'00" EAST, 665.412 FEET TO THE EAST LINE OF SAID SNYDER'S LAND;

THENCE NORTH 19°45'00" EAST, 844.54 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION THEREOF LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE WEST LINE OF SAID LAND DISTANT SOUTHERLY 509.00 FEET FROM THE NORTHWEST CORNER THEREOF;

THENCE NORTH 83°00'00" EAST, 760.00 FEET TO THE EAST LINE OF SAID LAND.

PARCEL 14: 093-280-30 (PORTION) & 093-280-31

THAT PORTION OF THE LAND ALLOTTED TO PAULA PERALTA DE DOMINQUEZ, IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS DESCRIBED IN THE FINAL DECREE OF PARTITION OF THE RANCHO SANTIAGO DE SANTA ANA, WHICH WAS ENTERED SEPTEMBER 12, 1868 IN BOOK "B" PAGE 410 OF JUDGMENTS OF THE DISTRICT COURT OF THE 17TH JUDICIAL DISTRICT IN AND FOR LOS ANGELES COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF BLOCK "A" OF THE "LAND OF OGE AND BOND", AS SHOWN ON A MAP RECORDED IN BOOK 3, PAGE 430 AND IN BOOK 3, PAGE 431 BOTH OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, WHICH SAID POINT OF BEGINNING IS SOUTH 85°29' WEST, MEASURED ALONG SAID NORTHERLY LINE OF BLOCK "A", 170.00 FEET FROM THE NORTHEASTERLY CORNER OF LOT 2 IN BLOCK "A" OF SAID LAND OF OGE AND BOND,

THENCE FROM SAID POINT OF BEGINNING NORTH 58°17'10" EAST, 174.12 FEET TO AN IRON PIPE MARKING THE NORTHWESTERLY CORNER OF LAND DESCRIBED IN THE DEED RECORDED OCTOBER 30, 1917 IN BOOK 261, PAGE 314 OF DEEDS;

THENCE NORTH 75°15' EAST, 155.00 FEET TO AN IRON PIPE MARKING THE NORTHEASTERLY CORNER OF SAID LAND;



Order No: 09182154-918-GKD-CM8

THENCE NORTH 87°55'00" EAST, 114.75 FEET;  
THENCE NORTH 83°43'00" EAST, 208.64 FEET;  
THENCE NORTH 61°13'00" EAST, 138.13 FEET;  
THENCE NORTH 48°35'00" EAST, 70.01 FEET TO A POINT IN THE WESTERLY BOUNDARY OF THE LAND DESCRIBED IN THE FINAL ORDER OF CONDEMNATION RECORDED IN BOOK 12177, PAGE 409, OFFICIAL RECORDS,  
THENCE ALONG THE WESTERLY BOUNDARY THEREOF NORTH 17°10'18" WEST, 680.78 FEET TO A POINT ON THAT CERTAIN COURSE SHOWN AS SOUTH 85°46' EAST, 264.10 FEET ON THE MAP FILED IN BOOK 3, PAGE 54 OF RECORD OF SURVEYS SAID POINT BEING NORTH 84°51'58" WEST, 60.00 FEET FROM "STA 17.A"  
THENCE NORTH 84°51'58" WEST, 288.10 FEET TO STATION 17'  
THENCE SOUTH 88°24' WEST, 680.18 WEST TO STATION 16,  
THENCE SOUTH 18°43'00" WEST, 1030.12 FEET TO A POINT ON THE ABOVE MENTIONED NORTHERLY LINE OF BLOCK "A" OF THE LAND OF OGE AND BOND, SAID POINT BEING SOUTH 85°29' WEST, 627.42 FEET MEASURED ALONG SAID NORTHERLY LINE FROM THE POINT OF BEGINNING;  
THENCE NORTH 85°29' EAST, 360.72 FEET ALONG SAID NORTHERLY LINE TO THE SOUTHWESTERLY CORNER OF THE PUMP LOT AS SHOWN ON A MAP FILED IN BOOK 8, PAGE 3 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY;  
THENCE ALONG THE BOUNDARIES OF SAID PUMP LOT THE FOLLOWING COURSES AND DISTANCES, NORTH 4°31' EAST, 30.00 FEET, NORTH 85°29' EAST, 30.00 FEET, SOUTH 4°31' EAST, 30.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID PUMP LOT;  
THENCE NORTH 85°29' EAST, 236.70 FEET ALONG THE NORTHERLY LINE OF SAID BLOCK "A" TO THE POINT OF BEGINNING.

PARCEL 15: 093-280-07 (PORTION)

THAT PORTION OF LOT 2 IN BLOCK "A" OF THE LAND OF OGE AND BOND, IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3, PAGE 430 OF MISCELLANEOUS RECORDS OF LOS ANGELES, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF SAID LOT, 266.66 FEET SOUTH 85° WEST, FROM THE NORTHEAST CORNER OF SAID LOT;  
THENCE SOUTH 39°50'15" WEST, 815.36 FEET TO A POINT IN THE CENTER OF THE COUNTY ROAD;  
THENCE SOUTH 83°55' WEST, ALONG THE CENTERLINE OF SAID COUNTY ROAD, 238.15 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY W. V. WHISLER AND WIFE, TO HIRAM WHISLER, BY DEED RECORDED NOVEMBER 26, 1917 IN BOOK 309, PAGE 236 OF DEEDS;  
THENCE NORTH 15°59' EAST, ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL OF LAND CONVEYED TO SAID HIRAM WHISLER, 625.48 FEET TO A POINT IN THE NORTH LINE OF SAID LOT 2;  
THENCE NORTH 85° EAST, 588.30 FEET TO THE POINT OF BEGINNING.

PARCEL 16: 093-280-07 (PORTION)

THE WEST ONE ACRE OF THAT PORTION OF LOT 2 IN BLOCK "A" OF THE LAND OF OGE AND BOND, IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3, PAGE 430 OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2;  
THENCE SOUTH 17-1/2° EAST, 860 FEET TO THE CENTER OF THE COUNTY ROAD;  
THENCE, ALONG THE CENTER OF THE COUNTY ROAD, THE FOLLOWING COURSES AND DISTANCES:  
SOUTH 81-1/4° WEST, 407 FEET;  
THENCE NORTH 9° WEST, 275 FEET; SOUTH 84° WEST, 930 FEET;  
THENCE, LEAVING THE COUNTY ROAD, NORTH 15-1/2° EAST, 625 FEET TO A POST ON THE NORTH LINE OF SAID TRACT;  
THENCE NORTH 85° EAST, 930 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION OF SAID LAND LYING WESTERLY OF A LINE DESCRIBED AS FOLLOWS:

Order No: 09182154-918-GKD-CM8

BEGINNING AT A STONE MARKED "X" IN THE NORTH LINE OF SAID LOT 2, NORTH 85° EAST, 1056.03 FEET FROM THE NORTHWEST CORNER THEREOF;  
THENCE SOUTH 15°59' WEST, 625.48 FEET TO A PIPE IN THE CENTERLINE OF THE COUNTY ROAD.

PARCEL 17: 093-280-17

ALL THAT PORTION OF SECTION THIRTEEN, TOWNSHIP FOUR SOUTH, RANGE NINE WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE 82.84 ACRE PARCEL OF LAND DESCRIBED IN DEED TO GEORGE H. BANDELL, RECORDED APRIL 13, 1920 IN BOOK 358, PAGE 374 OF DEEDS, SAID NORTHWEST CORNER BEING IN THE SOUTHERLY LINE OF THE LAND BELONGING TO THE JOTHAM BIXBY COMPANY;  
THENCE NORTH 85°29' EAST, ALONG SAID SOUTHERLY LINE, BEING ALONG THE NORTHERLY LINE OF SAID 82.84 ACRE PARCEL OF LAND 241.70 FEET;  
THENCE NORTH 19°18' WEST, 405.66 FEET;  
THENCE NORTH 50°15' EAST, 107.93 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 111.19 FEET;  
THENCE ALONG SAID CURVE IN A NORTHEASTERLY DIRECTION 59.38 FEET;  
THENCE NORTH 20°14' EAST, 426.13 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 173.19 FEET;  
THENCE ALONG SAID CURVE IN A NORTHERLY DIRECTION 104.94 FEET;  
THENCE NORTH 14°29' WEST, 403.50 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 276.29 FEET;  
THENCE ALONG SAID CURVE IN A NORTHERLY DIRECTION 94.19 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE CONTINUING ALONG SAID CURVE IN A NORTHERLY DIRECTION 45.02 FEET;  
THENCE NORTH 80°16' WEST, 45.00 FEET;  
THENCE SOUTH 9°44' WEST, 45.00 FEET;  
THENCE SOUTH 80°16' EAST, 45.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 18: 093-280-05

THAT CERTAIN WATER WELL SITE, IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS PARCEL 1 IN THAT CERTAIN DEED TO SANTIAGO MUTUAL WATER COMPANY, RECORDED JANUARY 13, 1939 IN BOOK 980, PAGE 58 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WITHIN A PORTION OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 9 WEST, SAN BERNARDINO BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 2, BLOCK "A", LAND OF OGE AND BOND, AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 3, PAGE 430 AND IN BOOK 3, PAGE 431 BOTH OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, CALIFORNIA;  
THENCE SOUTH 85°29' WEST, 406.70 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE SOUTH 85°29'30" WEST, 30.00 FEET TO A POINT;  
THENCE NORTH 4°31' WEST, 30.00 FEET TO A POINT;  
THENCE NORTH 85°29' EAST, 30.00 FEET TO A POINT;  
THENCE SOUTH 4°31' EAST, 30.00 FEET TO THE TRUE POINT OF BEGINNING, AS SHOWN IN RECORD OF SURVEY BOOK 8, PAGE 3, RECORDS OF ORANGE COUNTY, CALIFORNIA.

PARCEL 19: 093-280-26 AND 093-280-28

A PORTION OF THOSE CERTAIN PARCELS OF LAND IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA IN DEEDS RECORDED MARCH 23, 1960 IN BOOK 5160, PAGE 198 AND FEBRUARY 13, 1979 IN BOOK 13031, PAGE 1503 BOTH OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY, BEING A STRIP OF LAND 55.00 FEET IN WIDTH, THE SOUTHERLY LINE OF SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Order No: 09182154-918-GKD-CM8

BEGINNING AT THE SOUTHWEST CORNER OF LOT "C" OF TRACT NO. 13833 FILED IN BOOK 690, PAGES 21 THROUGH 24 INCLUSIVE OF MISCELLANEOUS MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY, SAID POINT BEING ON A NON-TANGENT CURVE, CONCAVE TO THE NORTH AND HAVING A RADIUS OF 1150.00 FEET, FROM WHICH CORNER A RADIAL LINE BEARS NORTH 2°26'22" EAST; THENCE, WESTERLY ALONG SAID CURVE, A DISTANCE OF 71.08 FEET THROUGH A CENTRAL ANGLE OF 3°32'29" TO THE POINT OF TERMINATION.

THE NORTHERLY LINE OF SAID 55 FOOT WIDE STRIP OF LAND SHALL BE PROLONGED EASTERLY ALONG THE CURVE SO AS TO TERMINATE IN THE EASTERLY LINE OF SAID BOOK 5160, PAGE 198.

Assessor's Parcel Number:    093-280-05, 07, 17, 26, 27, 28, 29, 30, 31; 370-011-08, 18, 21, 22; 370-041-12, 25; 379-451-24



# Agenda Item

## City Council

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**Item #:** 6.1.

**8/25/2020**

**File #:** 20-070

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

**THRU:** Rick Otto, City Manager

**FROM:** William Crouch, Community Development Director

### 1. SUBJECT

Public Hearing to consider Tentative Tract Map No. 0050-20, Minor Site Plan Review No. 1016-20, and Environmental Review No.1871-20.

### 2. SUMMARY

The applicant proposes a Tentative Tract Map to subdivide an approximately 15.4-acre site into 22 single-family residential lots on approximately 10.9 acres and open space dedication of approximately 4.5 acres along the Santiago Creek corridor, located on the south side of Mabury Avenue between Orange Park Boulevard and Cannon Street, north of Santiago Creek.

### 3. RECOMMENDED ACTION

Approve Resolution No. 11268. A Resolution of the City Council of the City of Orange approving Tentative Tract Map No. 0050-20, Minor Site Plan Review No. 1016-20, and Environmental Review No.1871-20 to subdivide an approximately 15.4 acre site into 22 single-family residential lots on 10.9 acres and open space dedication of 4.5 acres along the Santiago Creek corridor, located on the south side of Mabury Avenue between Orange Park Boulevard and Cannon Street, north of Santiago Creek.

### 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 2: Be a fiscally healthy community

e: Create an environment to attract, retain, and expand economic opportunities.

### 6. DISCUSSION AND BACKGROUND

#### Existing Site

The project site is located on the south side of Mabury Avenue, between Orange Park Boulevard on the east and Cannon Street on the west. The site is vacant, contains disturbed surface soils, an unpaved road, and riparian vegetation along its southern border adjacent to Santiago Creek. The site has a sloping topography with an overall change in elevation from 430 feet above mean sea level at

the northeastern end to approximately 390 feet above mean sea level at the southwestern side of the site. There is a large underground water transmission pipeline that crosses through the center of the site in a northwest-southeast direction within a 50-foot wide easement. There are a number of existing mature trees located within the property along the northern boundary of the site. The Santiago Creek Trail runs east and west, parallel to the northern boundary of the site, within the public right-of-way.

### **Proposed Project**

The project would involve subdividing and constructing 22 detached single-family dwelling units on approximately 10.9 acres of the approximately 15.4 acre site north of Santiago Creek. It would involve an open space dedication of approximately 4.5 acres along the Santiago Creek corridor on the portion of the site designated as Low Density Residential (LDR). Residential lots would comprise approximately 5.4 acres and the remaining approximately 5.5 acres would be used for infrastructure. The project would include grading activities; development and improvements to streets, sidewalks, and an equestrian/bicycle trail; storm drain and water quality improvements; and relocation of an existing equestrian trail. Access to the project site would be provided via Mabury Avenue.

The proposed subdivision is zoned Single-Family Residential - 8,000 square feet minimum lot size (R-1-8). Proposed lot sizes will range from 8,315 to 18,821 square feet, which will be similar to or larger than the lot sizes of the existing residential neighborhoods to the north.

The Orange General Plan land use designation for the proposed subdivision is LDR - 2.1 to 6.0 dwelling units per acre, as shown in Attachment 4. Under Alternative 1 in the Trails at Santiago Creek Specific Plan Certified EIR (Certified EIR), the approximately 15.4 acre site would be allowed to accommodate 40-50 dwelling units, which is consistent with the LDR density range of 2.1 to 6.0 dwelling units per acre. The project proposes 22 detached single-family dwelling units.

The proposed subdivision will comply with the City's single-family residential development standards for the R-1-8 zone, and each of the future homes will be reviewed for zoning compliance when submitted for construction.

The project will also include development and improvements to streets, and sidewalks; storm drain and water quality improvements; relocation of the existing trail, and open space dedication.

### **Referendum**

In October of 2019, the City approved General Plan Amendment No. 2018-0001, Zone Change No. 1286-18, and Development Agreement No. 0005-18. Within the time provided for by law, General Plan Amendment No. 2018-0001 was the subject of a referendum filed with the City and now qualified for the November 2020 ballot. As such, General Plan Amendment No. 2018-0001, Zone Change No. 1286-18, and Development Agreement No. 0005-18 are not currently legally effective. However, the EIR remains certified and legally valid.

Tentative Tract Map No. 0050-20 has been processed and is being considered pursuant to the City of Orange General Plan as it existed prior to the approval of General Plan Amendment No. 2018-0001. The City recognizes that, if voters approve General Plan Amendment No. 2018-0001, such that General Plan Amendment No. 2018-0001, Zone Change No. 1286-18, and Development Agreement No. 0005-18 become legally effective, then by operation of law, including the plan consistency requirements of the Subdivision Map Act, the approval of Tentative Tract Map No. 0050-20 will no longer have any force or legal effect.

### **Minimum Lot Frontage**

The R-1-8 zone requires a minimum lot frontage of 60 feet. Lots 7 and 15 are located at the terminus of cul-de-sac streets "A" and "B" and do not meet the minimum 60-foot lot frontage requirement. However, Table 17.14.070 of the Residential Development Standards allow for adjustments to minimum lot frontage requirements for cul-de-sac lots to be considered as part of the discretionary approval of the subdivision. Lot 7 has a lot frontage of 32 feet, a total lot area of 10,610 square feet, and a 100-foot lot depth at the back of the 20-foot front yard setback. Lot 15 has a lot frontage of 46 feet, a total lot area of 13,560 square feet, and a 140-foot lot depth at the back of the 20-foot front yard setback; therefore, staff supports the adjustment as part of the proposed subdivision.

### **Trails**

The Santiago Creek Trail is located within the public right-of-way along the northern boundary of the site. Because the proposed project will provide primary tract access, as well as street frontage and garage access to twelve residences along Mabury Avenue, the trail will be rerouted through the project site, within an area of open space dedication (Lots C and D), located between the proposed residential lots and Santiago Creek. The applicant will dedicate a 25-foot wide public trail easement to the City for the construction of a new recreational (equestrian and bicycle) trail in coordination with City efforts regarding the extension of the Santiago Creek Trail. The trail will be accessible from the sidewalk on Mabury Avenue and "A" Street and will provide a connection to Santiago Oaks Regional Park to the east. Within the 25-foot easement, the applicant will be responsible to reconstruct the existing equestrian trail.

Northwest of the proposed trail will be a combination sound and retaining wall that borders the southern perimeter of residential lots 5 through 9. The open space buffer between the retaining wall and the trail will contain native plant material to help screen the wall so it blends with the natural landscape. In addition, the open space between the remaining residential lots, trail, and creek will be landscaped with native species that are compatible with the adjacent open space area and habitat, as well as appropriate for fuel modification.

The relocation and dedication of the Santiago Creek Trail will provide a circulation system that will minimize adverse impacts on adjacent residential neighborhoods, and will encourage pedestrian, equestrian, and bicycle circulation in the area as outlined in the project objectives within Addendum No. 1 to the Certified EIR. The trail dedication will also be consistent with the Santiago Creek Vision Plan in that it promotes the completion of the final segment of this trail system and greenway along the creek as outlined in the City's General Plan.

### **Open Space and Landscaping**

The project includes approximately 4.58 acres of open space and landscaping dedication (Lots C and D) along the southern perimeter of the site and the Santiago Creek corridor. The Santiago Creek Trail, currently running parallel to Mabury Avenue, will be re-routed through the project site between the proposed single-family lots and the creek edge. The new recreational trail will function as a transitional feature between the residential lots and the open space provided in Lots C and D, which both provide a buffer between the lots and Santiago Creek. The open space between the residential lots, trail, and creek will be planted with native landscaping suitable for fuel modification and will be maintained by the future homeowners association.

### **Access/Circulation**

Pedestrian circulation in the project area is provided by public sidewalks located on the north and south sides of Mabury Avenue. The proposed project includes private sidewalks within the tract interior on both sides of "A" Street and "B" Street. The new recreational (equestrian and bicycle) trail

will be accessible from the sidewalks on Mabury Avenue and “A” Street.

Vehicle access to the site will be provided on the south side of Mabury Avenue at its intersection with Yellowstone Boulevard. Two new private streets within the development (“A” Street and “B” Street) will share a single access point from Mabury Avenue and each will terminate in a cul-de-sac. On-street parking within the development will only be permitted on one side of each roadway, pursuant to Orange Fire Department requirements. Twelve dwelling units will have street frontage and garage access off Mabury Avenue, while the remaining units will have access off “A” Street and “B” Street.

### Environmental

In 2019, the City Council certified the Trails at Santiago Creek Specific Plan Final Environmental Impact Report (EIR) No. 1957-18 (SCH No. 2017031020) (Attachment No. concurrently with its approval of General Plan Amendment No. 2018-0001, Zone Change No. 1286-18, and Development Agreement No. 0005-18. While General Plan Amendment No. 2018-0001 is the subject of a referendum filed with the City and now qualified for the November 2020 ballot, the EIR remains certified and legally valid under CEQA.

The EIR analyzed the environmental impacts associated with 128 residential units on approximately 40.7 acres south of Santiago Creek, and approximately 68.5 acres of open space, on a 109.2-acre site. One of the four alternatives analyzed in the EIR, “Alternative 1,” involved 40-50 residential units on approximately 15.4 acres north of Santiago Creek, and approximately 16.5 acres of open space, inclusive of the Santiago Creek corridor. As shown in the table below, the proposed project, which is on the property that was analyzed for residential uses in Alternative 1 of the EIR, results in fewer units, and therefore fewer environmental impacts, compared to both the 128-unit project analyzed in the EIR, and Alternative 1 in the EIR.

As shown in the table below, the proposed project would result in a reduction in acreage and units compared to both the EIR’s 128-unit project and Alternative 1 of the EIR. The proposed project site is within the area contemplated for residential in Alternative 1 of the EIR.

Land Use Matrix Comparison Table			
	Proposed Project	Certified EIR	Alternative 1 of EIR
Proposed number of units	22	128	40-50
Permitted density (du/ac)	2.1 to 6.0	2.1 to 6.0	2.1 to 6.0
Range of lot sizes (sf)	8,315 to 18,821	8,000 to 10,000	8,000 minimum
Open space acreage	4.5	68.5	16.5 (including Santiago Creek corridor)
Residential use acreage	5.4	40.7	15.4
Total project site acreage	10.9	109.2	15.4

CEQA Guidelines Section 15162 states that once an EIR has been certified for a project, then in connection with proposed changes to that project, no subsequent or supplemental EIR shall be prepared unless certain criteria are satisfied. In this case, none of the circumstances described in CEQA Guidelines Section 15162 are present. Some changes and additions are necessary to update the previously certified EIR, and a CEQA addendum is appropriate. The City prepared Addendum No. 1 to the Trails at Santiago Creek Specific Plan EIR 1957-18, included as Attachment 6, to evaluate

the physical environmental impacts of the project pursuant to CEQA and in conformance with the local CEQA Guidelines. This Addendum, along with the Certified EIR, serves as the environmental review of the proposed project.

Addendum No. 1 to the Certified EIR concluded that the project would not result in any new significant environmental impacts or substantially increase the severity of environmental impacts beyond the levels disclosed in the Certified EIR. No new mitigation measures are required for the proposed project above and beyond the mitigation measures that were included in the Certified EIR.

### **Planning Commission Hearing**

On July 20, 2020, the Planning Commission conducted a public hearing for the proposed Project. The Commission considered the entire record, including the staff report (Attachment No. 2), memorandum (Attachment No.3), all testimony, and such additional information offered at the public hearing as reflected in the Planning Commission minutes (Attachment No. 4).

Key topics of discussion by the Commission included the following: truck route during construction; relocation of the existing trail and maintenance; and the orientation of the homes along Mabury Avenue. The Committee in their deliberations felt that homes turned toward Mabury Avenue was appropriate, in that it fit with the streetscape along Mabury Avenue and that by doing so, the existing homes would not be looking into the backyards of the proposed subdivision.

The Planning Commission adopted Resolution No. PC 18-20 (Attachment No. 5) recommending approval to the City Council by a vote of 4-0.

## **7. ATTACHMENTS**

- Draft City Council Resolution No. 11268
- Planning Commission Staff Report dated July 20, 2020
- Planning Commission Memorandums dated July 20, 2020
- Planning Commission Minutes dated July 20, 2020
- Planning Commission Resolution dated July 20, 2020
- Addendum No. 1 to the Trails at Santiago Creek Specific Plan Certified Environmental Impact Report No. 1857-18 (SCH No. 2017031020)
- Trails at Santiago Creek Specific Plan Certified Environmental Impact Report No. 1857-18 (SCH No. 2017031020)
- Mabury Tentative Tract Map



## 6. PUBLIC HEARINGS

### 6.1. Public Hearing to consider Tentative Tract Map No. 0050-20, Minor Site Plan Review No. 1016-20, and Environmental Review No.1871-20.

Senior Planner Robert Garcia provided a staff report; and staff answered Council's questions regarding several aspects of the project including the easement, bike trail, and trees. The easement is part of the City right-of-way. There are plans to renovate the bike trail in the future. Any trees that have to be removed will be replaced.

Mayor Murphy opened the Public Hearing.

Frank Elfend presented on behalf of the applicant in support of the project; and responded to Council's questions.

#### Public Comments:

The following person submitted a comment in support of the project, which was read aloud by staff:

Sonja Trauss.

The following people submitted comments in opposition of the project, which were read aloud by staff:

Lyle and Julie Wade, Ron and Michelle Levesque, Patrick Peeken, Rolf Knapp, Sami and Christine Beaini, Angel Anderson, Alicia Morales Bgardus, Collen Monahan, Kathy Christian, Jim Herbeck, Gerald Raymond, Philip Kunisch, Joe Digrado, Anna Smith, Suzanne Kiel, and Deborah Ward.

In addition, three telephone messages in opposition of the project were received and distributed to Council; and six written comments in opposition were received after the deadline and distributed to Council for their consideration.

Mayor Murphy closed the Public Hearing.

During deliberations, Council discussed that this project has to be looked at as a separate project from the Trails project. This project complies with all rules and regulations; and has met all requirements. In addition, a one-to-one tree replacement program is in place; and if it is possible to save any trees, they will. If voters approve General Plan Amendment No. 2018-0001 this November, the approval of Tentative Tract Map No. 0050-20 will no longer have any force or legal effect.

A motion was made by Councilmember Nichols, seconded by Mayor Murphy, to approve Resolution No. 11268. The motion carried by the following vote:

**Ayes:** Murphy, Alvarez, Nichols, and Monaco

**Noes:** None

**Absent:** None

Resolution No. 11268. A Resolution of the City Council of the City of Orange approving Tentative Tract Map No. 0050-20, Minor Site Plan Review No. 1016-20, and Environmental Review No.1871-20 to subdivide an approximately 15.4 acre site into 22 single-family residential lots on 10.9 acres and open space dedication of 4.5 acres along the Santiago Creek corridor, located on the south side of Mabury Avenue between Orange Park Boulevard and Cannon Street, north of Santiago Creek.



# Agenda Item

## City Council

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**Item #:** 3.20.

**8/9/2022**

**File #:** 22-0445

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

**THRU:** Rob Houston, City Manager

**FROM:** Richard A. Rohm, City Treasurer  
Will Kolbow, Assistant City Manager/Administrative Services Director

### 1. SUBJECT

Monthly Treasurer's Reports for April, May, and June 2022.

### 2. SUMMARY

Presentation of three monthly Treasurer's Reports to the City Council, after the end of the quarter covered by the reports.

### 3. RECOMMENDED ACTION

Receive and file.

### 4. FISCAL IMPACT

None.

### 5. STRATEGIC PLAN GOALS

Goal 2: Be a fiscally healthy community  
d: Effectively manage and develop City assets.

### 6. DISCUSSION AND BACKGROUND

The City's current Statement of Investment Policy has been adopted by the City Council of the City of Orange as Resolution 11340 and is in accordance with the California Government Code Sections 53600 et seq. Per the Investment Policy, three monthly investment reports are to be submitted to the City Council within 45 days following the end of the quarter.

As required by the City's present Investment Policy, the City Treasurer's report delineates all investments made by the City Treasurer for the City, its special funds, and the Successor Agency funds, by investment type and by broker.

The monthly Compliance Report certifying compliance of all investments with both the Government Code and the City's Investment Policy is included.

The Investment Portfolio Statement accurately reflects all investments held by the City and its agents as of the end of the month. A reconciliation between total cash and investments and total cash per the General Ledger is also included.

**Summary of changes in Treasurer's cash and investments:**

	<u>Operating Cash &amp; Investments</u> <sup>(1)</sup>
Balance @ 3/31/2022	\$145,487,530
Monthly Activity:	
Cash Received	76,874,041
Cash Disbursed	(59,866,141)
Balance @ 6/30/2022	\$162,495,430

<sup>(1)</sup>Includes operating cash and investments (valued at cost). Does not include deposits with administrator, imprest cash, fiscal agent cash and investments, and deferred compensation.

**Significant Monthly Cash Transactions:**

		<b>April</b>	<b>May</b>	<b>June</b>
<b>Cash Receipts:</b>				
Sales Tax Revenue		\$ 3,944,812	5,470,455	4,545,917
Property Taxes		10,571,230	2,834,767	312,716
<b>Cash Disbursements:</b>				
PERS	Employee Benefits	672,389	377,503	679,407
Municipal Water District	Purchase Water	815,359	801,757	902,113
RC Construction Services	Fire Headquarters	2,541,599	-	1,065,336
Southern California Edison	Electricity	508,075	213,570	300,309
Hardy & Harper, Inc.	Street Widening	473,487	-	231,574
R J Noble Company	Pavement Maintenance	78,182	442,734	177,735
<b>Excess Cash Receipts</b>		9,426,951	6,469,658	1,502,159
<b>Excess Cash Disbursements</b>		-		-
		April	May	June
<b>LAIF Balance</b>	Beginning	56,900,000	64,900,000	59,400,000
	Ending	64,900,000	59,400,000	74,900,000

**7. ATTACHMENTS**

- Investment Report for April 2022
- Investment Report for May 2022
- Investment Report for June 2022



# Agenda Item

## City Council

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**Item #:** 3.20.

**8/9/2022**

**File #:** 22-0445

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

**THRU:** Rob Houston, City Manager

**FROM:** Richard A. Rohm, City Treasurer  
Will Kolbow, Assistant City Manager/Administrative Services Director

### 1. SUBJECT

Monthly Treasurer's Reports for April, May, and June 2022.

### 2. SUMMARY

Presentation of three monthly Treasurer's Reports to the City Council, after the end of the quarter covered by the reports.

### 3. RECOMMENDED ACTION

Receive and file.

### 4. FISCAL IMPACT

None.

### 5. STRATEGIC PLAN GOALS

Goal 2: Be a fiscally healthy community  
d: Effectively manage and develop City assets.

### 6. DISCUSSION AND BACKGROUND

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<b>Excess Cash Receipts</b>		9,426,951	6,469,658	1,502,159
<b>Excess Cash Disbursements</b>		-		-
		April	May	June
<b>LAIF Balance</b>	Beginning	56,900,000	64,900,000	59,400,000
	Ending	64,900,000	59,400,000	74,900,000

**7. ATTACHMENTS**

- Investment Report for April 2022
- Investment Report for May 2022
- Investment Report for June 2022



# City of Orange - Account #10888

## MONTHLY ACCOUNT STATEMENT

APRIL 1, 2022 THROUGH APRIL 30, 2022

### Chandler Team:

For questions about your account, please call (800) 317-4747,  
or contact [operations@chandlerasset.com](mailto:operations@chandlerasset.com)

### Custodian

US Bank  
Alex Bazan  
(503) 464-3685

**CHANDLER ASSET MANAGEMENT**  
[chandlerasset.com](http://chandlerasset.com)

*Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures.*



## PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.68
Average Coupon	0.81%
Average Purchase YTM	0.71%
Average Market YTM	2.85%
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.76 yrs
Average Life	2.75 yrs

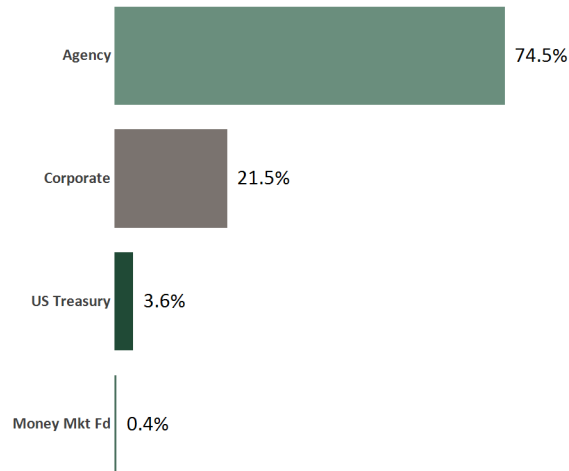
## ACCOUNT SUMMARY

	Beg. Values as of 3/31/22	End Values as of 4/30/22
Market Value	76,634,463	75,959,971
Accrued Interest	156,668	145,428
Total Market Value	<b>76,791,131</b>	<b>76,105,399</b>
Income Earned	47,821	47,956
Cont/WD		-5,130
Par	80,312,597	80,373,218
Book Value	80,467,874	80,521,940
Cost Value	80,638,051	80,698,672

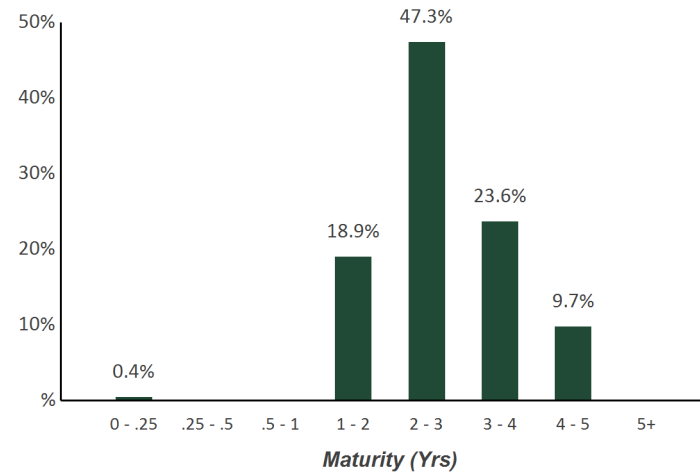
## TOP ISSUERS

Federal Home Loan Mortgage Corp	26.0%
Federal National Mortgage Assoc	25.0%
Federal Home Loan Bank	23.5%
HSBC Holdings PLC	8.0%
Toyota Motor Corp	6.0%
Coca Cola Co.	3.9%
Apple Inc	3.6%
Government of United States	3.6%
<b>Total</b>	<b>99.6%</b>

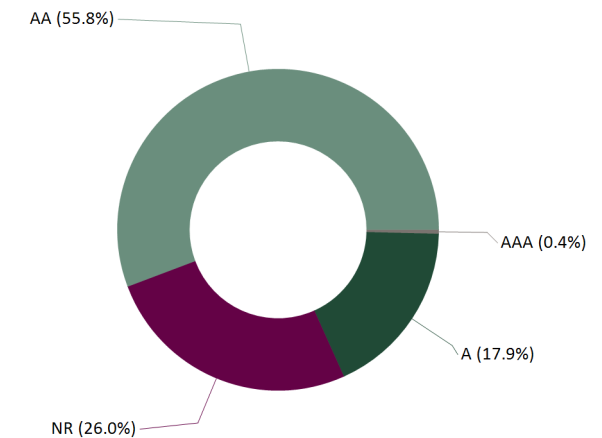
## SECTOR ALLOCATION



## MATURITY DISTRIBUTION



## CREDIT QUALITY (S&amp;P)



## PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	12/31/2021
City of Orange	-0.89%	-3.43%	-4.46%	N/A	N/A	N/A	N/A	N/A	N/A
ICE BofA 1-5 Yr US Treasury & Agency Index	-0.84%	-3.10%	-3.97%	N/A	N/A	N/A	N/A	N/A	N/A

# Statement of Compliance

As of December 31, 2021



## City of Orange Consolidated

*This portfolio is a consolidation of assets managed by Chandler Asset Management and assets managed internally by Client. Chandler relies on Client to provide accurate information for reporting assets and producing this compliance statement.*

Category	Standard	Comment
U.S. Treasuries	No limitations; 5 years max maturity; Faith and credit of the U.S. are pledged for the payment of principal and interest	<i>Complies</i>
Federal Agencies	75% max; 35% max per Agency and excluding Government National Mortgage Association (i.e. GNMA's); 5 years max maturity; Obligations issued by banks for cooperatives, federal land banks, federal intermediate credit banks, FHLB, TVA, FNMA, or other instruments of, or issued by federal agencies or U.S. government-sponsored enterprises; Any issue purchased must be fully guaranteed as to principal and interest by the full faith and credit of the U.S. or the issuing by federal agency	<i>Complies</i>
Municipal Securities	"A" rated or better by a NRSRO; 20% max; 5% max per issuer (book value); 5 years max maturity; Include obligations issued by the State of California and any local agency within the State of California, and registered bonds of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state, or local agency or by a department, board, agency, or authority of a state or local agency	<i>Complies</i>
Corporate Medium Term Notes	"A" rated or better by a NRSRO; 20% max; 5% max per issuer (book value); 5 years max maturity; Issued by corporations organized and operating within the U.S. or by depository institutions licensed by the U.S. or any state and operating within the U.S.	<i>Complies</i>
Certificates of Deposit	30% max; Certificates of Deposit approved by California AB 2011	<i>Complies</i>
Commercial Paper	Prime quality with highest rating by a NRSRO; Issued by a domestic corporation with assets > \$500 million and having an "A" rating or better by a NRSRO, on its debt other than commercial paper; 20% max; 5% max per issuer (book value); 270 days max maturity	<i>Complies</i>
Money Market Mutual Funds	\$15 million max or 20% max, whichever is less; 90 days weighted average maturity; Shares of beneficial interest issued by diversified management companies that are Money Market Mutual Funds, registered with the SEC under Investment Company Act of 1940 investing in securities and obligations authorized by CGC Sections 53601(b) and (e) only (i.e. U.S. Government issues only); Funds must either: (i) carry the highest rating by two NRSROs; or (ii) retained an investment adviser registered with SEC with > 5 years experience managing money market mutual funds with AUM >\$500 million	<i>Complies</i>
Local Agency Investment Fund (LAIF)	\$75 million max per account; State of California LAIF is permitted, with the knowledge that the fund may invest in some vehicles allowed by statute but not otherwise authorized by the City Council in the policy	<i>Complies</i>
Local Government Investment Pool (LGIP)	Investment in new Government sponsored pools will be subject to due diligence; A thorough investigation of the pool is required prior to investing, and on a continual basis	<i>Complies</i>
Credit Risk	If securities owned by the City are downgraded by either Moody's, S&P, or Fitch, it shall be the City's policy to review immediately the credit situation and make a determination as to whether to sell or retain such securities in the portfolio. If a security is downgraded one notch below the quality required in the investment policy, it will be considered acceptable to retain such downgraded security in the portfolio and its presence in the portfolio will be reported to the City Council and be monitored on a continuous basis. If a security is rated two grades below the required minimum rating, it will trigger an automatic sale of such downgraded security	<i>Complies</i>



Portfolio Maturities	<p>Portfolio maturities shall be managed to avoid undue concentration in any specific maturity sector with at least 15% of the portfolio must be invested from 1 to 365 in this maturity sector;</p> <p>No more than 50% of portfolio be invested from 366 days to 730 days;</p> <p>No more than 35% of the portfolio be invested from 731 days to 1095 days;</p> <p>No more than 30% of the portfolio be invested from 1096 days to 1460 days;</p> <p>No more than 30% of the portfolio be invested from 1461 days to 1825 days</p>	<i>Complies</i>
Maximum Maturity	5 years max maturity	<i>Complies</i>

## Reconciliation Summary

As of April 30, 2022



BOOK VALUE RECONCILIATION		
<b>BEGINNING BOOK VALUE</b>		<b>\$80,467,873.61</b>
<u><b>Acquisition</b></u>		
+ Security Purchases	\$0.00	
+ Money Market Fund Purchases	\$65,751.00	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
<b>Total Acquisitions</b>		<b>\$65,751.00</b>
<u><b>Dispositions</b></u>		
- Security Sales	\$0.00	
- Money Market Fund Sales	\$0.00	
- MMF Withdrawals	\$5,129.63	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$0.00	
- Calls	\$0.00	
- Principal Paydowns	\$0.00	
<b>Total Dispositions</b>		<b>\$5,129.63</b>
<u><b>Amortization/Accretion</b></u>		
+/- Net Accretion	(\$6,554.76)	
		(\$6,554.76)
<u><b>Gain/Loss on Dispositions</b></u>		
+/- Realized Gain/Loss	\$0.00	
		\$0.00
<b>ENDING BOOK VALUE</b>		<b>\$80,521,940.22</b>

CASH TRANSACTION SUMMARY		
<b>BEGINNING BALANCE</b>		<b>\$237,596.68</b>
<u><b>Acquisition</b></u>		
Contributions	\$0.00	
Security Sale Proceeds	\$0.00	
Accrued Interest Received	\$0.00	
Interest Received	\$65,750.00	
Dividend Received	\$1.00	
Principal on Maturities	\$0.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$0.00	
<b>Total Acquisitions</b>	<b>\$65,751.00</b>	
<u><b>Dispositions</b></u>		
Withdrawals	\$5,129.63	
Security Purchase	\$0.00	
Accrued Interest Paid	\$0.00	
<b>Total Dispositions</b>	<b>\$5,129.63</b>	
<b>ENDING BOOK VALUE</b>		<b>\$298,218.05</b>

## Holdings Report

As of April 30, 2022



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>AGENCY</b>									
3135GABN0	FNMA Callable Note Qtrly 12/29/2021 0.28% Due 12/29/2023	5,000,000.00	12/29/2020 0.28%	5,000,000.00 5,000,000.00	96.33 2.54%	4,816,655.00 4,744.44	6.34% (183,345.00)	Aaa / AA+ AAA	1.67 1.64
3130ALLM4	FHLB Callable Note Qtrly 6/28/2021 0.35% Due 3/28/2024	5,000,000.00	03/29/2021 0.37%	4,997,000.00 4,998,090.41	96.12 2.44%	4,805,890.00 1,604.17	6.32% (192,200.41)	Aaa / AA+ NR	1.91 1.88
3134GWXC5	FHLMC Callable Note Qtrly 9/29/2021 0.35% Due 3/29/2024	5,000,000.00	12/10/2020 0.35%	5,000,000.00 5,000,000.00	95.76 2.64%	4,787,825.00 1,555.56	6.29% (212,175.00)	Aaa / NR AAA	1.92 1.88
3135GA4S7	FNMA Callable Note Qtrly 11/17/2022 0.375% Due 5/17/2024	5,000,000.00	11/20/2020 0.38%	5,000,000.00 5,000,000.00	95.47 2.66%	4,773,360.00 8,541.67	6.28% (226,640.00)	Aaa / AA+ AAA	2.05 2.01
3135GA5Y3	FNMA Callable Note Qtrly 12/14/2021 0.375% Due 6/14/2024	5,000,000.00	12/14/2020 0.38%	5,000,000.00 5,000,000.00	95.27 2.68%	4,763,360.00 7,135.42	6.27% (236,640.00)	Aaa / AA+ AAA	2.13 2.08
3134GWVE3	FHLMC Callable Note Qtrly 3/25/2021 0.4% Due 9/25/2024	4,575,000.00	11/19/2020 0.41%	4,573,627.50 4,574,142.92	94.50 2.78%	4,323,333.83 1,830.00	5.68% (250,809.09)	Aaa / NR AAA	2.41 2.36
3135GA4W8	FNMA Callable Note Qtrly 11/18/2022 0.5% Due 2/18/2025	5,000,000.00	11/20/2020 0.50%	5,000,000.00 5,000,000.00	93.59 2.90%	4,679,290.00 5,069.44	6.16% (320,710.00)	Aaa / AA+ AAA	2.81 2.74
3130ANA42	FHLB Callable Note Qtrly 1/28/2022 0.65% Due 4/28/2025	4,000,000.00	07/28/2021 0.65%	4,000,000.00 4,000,000.00	93.55 2.91%	3,742,068.00 6,716.67	4.93% (257,932.00)	Aaa / AA+ NR	3.00 2.92
3130AMBG6	FHLB Callable Note Qtrly 7/29/2021 0.75% Due 4/29/2025	5,000,000.00	05/04/2021 0.75%	5,000,000.00 5,000,000.00	93.72 2.95%	4,686,245.00 208.33	6.16% (313,755.00)	Aaa / AA+ NR	3.00 2.92
3134GXFY5	FHLMC Callable Note Qtrly 6/17/2021 0.5% Due 6/17/2025	2,500,000.00	12/17/2020 0.50%	2,500,000.00 2,500,000.00	92.81 2.92%	2,320,137.50 4,652.78	3.05% (179,862.50)	Aaa / NR AAA	3.13 3.06
3134GW3Z7	FHLMC Callable Note Qtrly 10/28/2021 0.6% Due 10/28/2025	9,000,000.00	10/28/2020 0.60%	9,000,000.00 9,000,000.00	92.54 2.86%	8,328,825.00 450.00	10.94% (671,175.00)	Aaa / NR AAA	3.50 3.41
3130ANDF4	FHLB Callable Note Annual 7/29/2022 0.9% Due 7/29/2026	5,000,000.00	07/29/2021 0.70%	5,010,000.00 5,002,438.36	92.47 2.79%	4,623,635.00 11,500.00	6.09% (378,803.36)	Aaa / AA+ NR	4.25 4.11
<b>Total Agency</b>		<b>60,075,000.00</b>	<b>0.49%</b>	<b>60,080,627.50</b> <b>60,074,671.69</b>	<b>2.75%</b>	<b>56,650,624.33</b> <b>54,008.48</b>	<b>74.51%</b> <b>(3,424,047.36)</b>	<b>Aaa / AA+</b> <b>AAA</b>	<b>2.67</b> <b>2.61</b>
<b>CORPORATE</b>									
40434CAD7	HSBC USA Inc Note 3.5% Due 6/23/2024	6,000,000.00	12/10/2019 2.14%	6,349,800.00 6,165,505.85	100.07 3.46%	6,004,206.00 74,666.67	7.99% (161,299.85)	A1 / A- A+	2.15 2.03
191216CL2	Coca Cola Company Callable Note Cont 8/6/2024 1.75% Due 9/6/2024	3,000,000.00	09/20/2019 2.00%	2,964,750.00 2,983,298.54	98.06 2.61%	2,941,803.00 8,020.83	3.88% (41,495.54)	A1 / A+ A	2.36 2.28

## Holdings Report

As of April 30, 2022



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>CORPORATE</b>									
89236THP3	Toyota Motor Credit Corp Note 0.8% Due 10/16/2025	5,000,000.00	11/19/2020 0.70%	5,025,000.00 5,017,633.93	91.56 3.41%	4,577,820.00 1,666.67	6.02% (439,813.93)	A1 / A+ A+	3.47 3.36
037833EB2	Apple Inc Callable Note Cont 1/8/2026 0.7% Due 2/8/2026	3,000,000.00	02/08/2021 0.70%	2,999,730.00 2,999,796.10	91.41 3.13%	2,742,417.00 4,841.67	3.61% (257,379.10)	Aaa / AA+ NR	3.78 3.66
<b>Total Corporate</b>		<b>17,000,000.00</b>	<b>1.44%</b>	<b>17,339,280.00</b> <b>17,166,234.42</b>	<b>3.24%</b>	<b>16,266,246.00</b> <b>89,195.84</b>	<b>21.49%</b> <b>(899,988.42)</b>	<b>A1 / A+ A+</b>	<b>2.83</b> <b>2.72</b>
<b>MONEY MARKET FUND</b>									
31846V203	First American Govt Obligation Fund Class Y	298,218.05	Various 0.01%	298,218.05 298,218.05	1.00 0.01%	298,218.05 0.00	0.39% 0.00	Aaa / AAA AAA	0.00 0.00
<b>Total Money Market Fund</b>		<b>298,218.05</b>	<b>0.01%</b>	<b>298,218.05</b> <b>298,218.05</b>	<b>0.01%</b>	<b>298,218.05</b> <b>0.00</b>	<b>0.39%</b> <b>0.00</b>	<b>Aaa / AAA AAA</b>	<b>0.00</b> <b>0.00</b>
<b>US TREASURY</b>									
91282CCZ2	US Treasury Note 0.875% Due 9/30/2026	3,000,000.00	09/30/2021 1.01%	2,980,546.88 2,982,816.06	91.50 2.94%	2,744,883.00 2,223.36	3.61% (237,933.06)	Aaa / AA+ AAA	4.42 4.27
<b>Total US Treasury</b>		<b>3,000,000.00</b>	<b>1.01%</b>	<b>2,980,546.88</b> <b>2,982,816.06</b>	<b>2.94%</b>	<b>2,744,883.00</b> <b>2,223.36</b>	<b>3.61%</b> <b>(237,933.06)</b>	<b>Aaa / AA+ AAA</b>	<b>4.42</b> <b>4.27</b>
<b>TOTAL PORTFOLIO</b>		<b>80,373,218.05</b>	<b>0.71%</b>	<b>80,698,672.43</b> <b>80,521,940.22</b>	<b>2.85%</b>	<b>75,959,971.38</b> <b>145,427.68</b>	<b>100.00%</b> <b>(4,561,968.84)</b>	<b>Aa1 / AA AAA</b>	<b>2.76</b> <b>2.68</b>
<b>TOTAL MARKET VALUE PLUS ACCRUED</b>						<b>76,105,399.06</b>			

## Transaction Ledger

As of April 30, 2022



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Purchase	04/01/2022	31846V203	1.00	First American Govt Obligation Fund Class Y	1.000	0.01%	1.00	0.00	1.00	0.00
Purchase	04/16/2022	31846V203	20,000.00	First American Govt Obligation Fund Class Y	1.000	0.01%	20,000.00	0.00	20,000.00	0.00
Purchase	04/28/2022	31846V203	27,000.00	First American Govt Obligation Fund Class Y	1.000	0.01%	27,000.00	0.00	27,000.00	0.00
Purchase	04/29/2022	31846V203	18,750.00	First American Govt Obligation Fund Class Y	1.000	0.01%	18,750.00	0.00	18,750.00	0.00
<b>Subtotal</b>			<b>65,751.00</b>				<b>65,751.00</b>	<b>0.00</b>	<b>65,751.00</b>	<b>0.00</b>
<b>TOTAL ACQUISITIONS</b>			<b>65,751.00</b>				<b>65,751.00</b>	<b>0.00</b>	<b>65,751.00</b>	<b>0.00</b>
<b>DISPOSITIONS</b>										
Security Withdrawal	04/08/2022	31846V203	5,129.63	First American Govt Obligation Fund Class Y	1.000		5,129.63	0.00	5,129.63	0.00
<b>Subtotal</b>			<b>5,129.63</b>				<b>5,129.63</b>	<b>0.00</b>	<b>5,129.63</b>	<b>0.00</b>
<b>TOTAL DISPOSITIONS</b>			<b>5,129.63</b>				<b>5,129.63</b>	<b>0.00</b>	<b>5,129.63</b>	<b>0.00</b>
<b>OTHER TRANSACTIONS</b>										
Interest	04/16/2022	89236THP3	5,000,000.00	Toyota Motor Credit Corp Note 0.8% Due 10/16/2025	0.000		20,000.00	0.00	20,000.00	0.00
Interest	04/28/2022	3134GW3Z7	9,000,000.00	FHLMC Callable Note Qtrly 10/28/2021 0.6% Due 10/28/2025	0.000		27,000.00	0.00	27,000.00	0.00
Interest	04/29/2022	3130AMBG6	5,000,000.00	FHLB Callable Note Qtrly 7/29/2021 0.75% Due 4/29/2025	0.000		18,750.00	0.00	18,750.00	0.00
<b>Subtotal</b>			<b>19,000,000.00</b>				<b>65,750.00</b>	<b>0.00</b>	<b>65,750.00</b>	<b>0.00</b>

Transaction Ledger

As of April 30, 2022



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Dividend	04/01/2022	31846V203	237,596.68	First American Govt Obligation Fund Class Y	0.000		1.00	0.00	1.00	0.00
Subtotal			237,596.68				1.00	0.00	1.00	0.00
TOTAL OTHER TRANSACTIONS			19,237,596.68				65,751.00	0.00	65,751.00	0.00

## Income Earned

As of April 30, 2022



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
<b>FIXED INCOME</b>						
037833EB2	Apple Inc Callable Note Cont 1/8/2026 0.7% Due 02/08/2026	02/08/2021 02/08/2021 3,000,000.00	2,999,791.66 0.00 0.00 2,999,796.10	3,091.67 0.00 4,841.67 1,750.00	4.44 0.00 4.44 1,754.44	1,754.44
191216CL2	Coca Cola Company Callable Note Cont 8/6/2024 1.75% Due 09/06/2024	09/20/2019 09/20/2019 3,000,000.00	2,982,715.25 0.00 0.00 2,983,298.54	3,645.83 0.00 8,020.83 4,375.00	583.29 0.00 583.29 4,958.29	4,958.29
3130ALLM4	FHLB Callable Note Qtrly 6/28/2021 0.35% Due 03/28/2024	03/29/2021 03/29/2021 5,000,000.00	4,998,008.22 0.00 0.00 4,998,090.41	145.83 0.00 1,604.17 1,458.34	82.19 0.00 82.19 1,540.53	1,540.53
3130AMBG6	FHLB Callable Note Qtrly 7/29/2021 0.75% Due 04/29/2025	05/04/2021 05/04/2021 5,000,000.00	5,000,000.00 0.00 0.00 5,000,000.00	15,833.33 18,750.00 208.33 3,125.00	0.00 0.00 0.00 3,125.00	3,125.00
3130ANA42	FHLB Callable Note Qtrly 1/28/2022 0.65% Due 04/28/2025	07/28/2021 07/28/2021 4,000,000.00	4,000,000.00 0.00 0.00 4,000,000.00	4,550.00 0.00 6,716.67 2,166.67	0.00 0.00 0.00 2,166.67	2,166.67
3130ANDF4	FHLB Callable Note Annual 7/29/2022 0.9% Due 07/29/2026	07/29/2021 07/29/2021 5,000,000.00	5,003,260.27 0.00 0.00 5,002,438.36	7,750.00 0.00 11,500.00 3,750.00	0.00 821.91 (821.91) 2,928.09	2,928.09
3134GW3Z7	FHLMC Callable Note Qtrly 10/28/2021 0.6% Due 10/28/2025	10/28/2020 10/28/2020 9,000,000.00	9,000,000.00 0.00 0.00 9,000,000.00	22,950.00 27,000.00 450.00 4,500.00	0.00 0.00 0.00 4,500.00	4,500.00
3134GWVE3	FHLMC Callable Note Qtrly 3/25/2021 0.4% Due 09/25/2024	11/19/2020 11/19/2020 4,575,000.00	4,574,113.63 0.00 0.00 4,574,142.92	305.00 0.00 1,830.00 1,525.00	29.29 0.00 29.29 1,554.29	1,554.29
3134GWXC5	FHLMC Callable Note Qtrly 9/29/2021 0.35% Due 03/29/2024	12/10/2020 12/10/2020 5,000,000.00	5,000,000.00 0.00 0.00 5,000,000.00	97.22 0.00 1,555.56 1,458.34	0.00 0.00 0.00 1,458.34	1,458.34

## Income Earned

As of April 30, 2022



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3134GXFY5	FHLMC Callable Note Qtrly 6/17/2021 0.5% Due 06/17/2025	12/17/2020 12/17/2020 2,500,000.00	2,500,000.00 0.00 0.00 2,500,000.00	3,611.11 0.00 4,652.78 1,041.67	0.00 0.00 0.00 1,041.67	1,041.67
3135GA4S7	FNMA Callable Note Qtrly 11/17/2022 0.375% Due 05/17/2024	11/20/2020 11/20/2020 5,000,000.00	5,000,000.00 0.00 0.00 5,000,000.00	6,979.17 0.00 8,541.67 1,562.50	0.00 0.00 0.00 1,562.50	1,562.50
3135GA4W8	FNMA Callable Note Qtrly 11/18/2022 0.5% Due 02/18/2025	11/20/2020 11/20/2020 5,000,000.00	5,000,000.00 0.00 0.00 5,000,000.00	2,986.11 0.00 5,069.44 2,083.33	0.00 0.00 0.00 2,083.33	2,083.33
3135GA5Y3	FNMA Callable Note Qtrly 12/14/2021 0.375% Due 06/14/2024	12/14/2020 12/14/2020 5,000,000.00	5,000,000.00 0.00 0.00 5,000,000.00	5,572.92 0.00 7,135.42 1,562.50	0.00 0.00 0.00 1,562.50	1,562.50
3135GABN0	FNMA Callable Note Qtrly 12/29/2021 0.28% Due 12/29/2023	12/29/2020 12/29/2020 5,000,000.00	5,000,000.00 0.00 0.00 5,000,000.00	3,577.78 0.00 4,744.44 1,166.66	0.00 0.00 0.00 1,166.66	1,166.66
40434CAD7	HSBC USA Inc Note 3.5% Due 06/23/2024	12/10/2019 12/10/2019 6,000,000.00	6,171,838.99 0.00 0.00 6,165,505.85	57,166.67 0.00 74,666.67 17,500.00	0.00 6,333.14 (6,333.14) 11,166.86	11,166.86
89236THP3	Toyota Motor Credit Corp Note 0.8% Due 10/16/2025	11/19/2020 11/19/2020 5,000,000.00	5,018,052.46 0.00 0.00 5,017,633.93	18,333.33 20,000.00 1,666.67 3,333.34	0.00 418.53 (418.53) 2,914.81	2,914.81
91282CCZ2	US Treasury Note 0.875% Due 09/30/2026	09/30/2021 09/30/2021 3,000,000.00	2,982,496.45 0.00 0.00 2,982,816.06	71.72 0.00 2,223.36 2,151.64	319.61 0.00 319.61 2,471.25	2,471.25
			80,230,276.93	156,667.69	1,018.82	
			0.00	65,750.00	7,573.58	
			0.00	145,427.68	(6,554.76)	
<b>Total Fixed Income</b>			<b>80,075,000.00</b>	<b>54,509.99</b>	<b>47,955.23</b>	<b>47,955.23</b>



## Income Earned

As of April 30, 2022



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
<b>CASH &amp; EQUIVALENT</b>						
31846V203	First American	Various	237,596.68	0.00	0.00	1.00
	Govt Obligation Fund Class Y	Various	65,751.00	1.00	0.00	
		298,218.05	5,129.63	0.00	0.00	
			298,218.05	1.00	1.00	
			<b>237,596.68</b>	<b>0.00</b>	<b>0.00</b>	
			<b>65,751.00</b>	<b>1.00</b>	<b>0.00</b>	
			<b>5,129.63</b>	<b>0.00</b>	<b>0.00</b>	
<b>Total Cash &amp; Equivalent</b>		<b>298,218.05</b>	<b>298,218.05</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>
			<b>80,467,873.61</b>	<b>156,667.69</b>	<b>1,018.82</b>	
			<b>65,751.00</b>	<b>65,751.00</b>	<b>7,573.58</b>	
			<b>5,129.63</b>	<b>145,427.68</b>	<b>(6,554.76)</b>	
<b>TOTAL PORTFOLIO</b>		<b>80,373,218.05</b>	<b>80,521,940.22</b>	<b>54,510.99</b>	<b>47,956.23</b>	<b>47,956.23</b>

## Cash Flow Report

As of April 30, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/17/2022	Interest	3135GA4S7	5,000,000.00	FNMA Callable Note Qtrly 11/17/2022 0.375% Due 5/17/2024	0.00	9,375.00	9,375.00
<b>MAY 2022</b>					<b>0.00</b>	<b>9,375.00</b>	<b>9,375.00</b>
06/14/2022	Interest	3135GA5Y3	5,000,000.00	FNMA Callable Note Qtrly 12/14/2021 0.375% Due 6/14/2024	0.00	9,375.00	9,375.00
06/17/2022	Interest	3134GXFY5	2,500,000.00	FHLMC Callable Note Qtrly 6/17/2021 0.5% Due 6/17/2025	0.00	6,250.00	6,250.00
06/23/2022	Interest	40434CAD7	6,000,000.00	HSBC USA Inc Note 3.5% Due 6/23/2024	0.00	105,000.00	105,000.00
06/29/2022	Interest	3135GABN0	5,000,000.00	FNMA Callable Note Qtrly 12/29/2021 0.28% Due 12/29/2023	0.00	7,000.00	7,000.00
<b>JUN 2022</b>					<b>0.00</b>	<b>127,625.00</b>	<b>127,625.00</b>
07/28/2022	Call	3130ANA42	4,000,000.00	FHLB Callable Note Qtrly 1/28/2022 0.65% Due 4/28/2025	4,000,000.00	13,000.00	4,013,000.00
07/29/2022	Call	3130ANDF4	5,000,000.00	FHLB Callable Note Annual 7/29/2022 0.9% Due 7/29/2026	5,000,000.00	22,500.00	5,022,500.00
<b>JUL 2022</b>					<b>9,000,000.00</b>	<b>35,500.00</b>	<b>9,035,500.00</b>
08/08/2022	Interest	037833EB2	3,000,000.00	Apple Inc Callable Note Cont 1/8/2026 0.7% Due 2/8/2026	0.00	10,500.00	10,500.00
08/18/2022	Interest	3135GA4W8	5,000,000.00	FNMA Callable Note Qtrly 11/18/2022 0.5% Due 2/18/2025	0.00	12,500.00	12,500.00
<b>AUG 2022</b>					<b>0.00</b>	<b>23,000.00</b>	<b>23,000.00</b>
09/06/2022	Interest	191216CL2	3,000,000.00	Coca Cola Company Callable Note Cont 8/6/2024 1.75% Due 9/6/2024	0.00	26,250.00	26,250.00
09/25/2022	Interest	3134GWVE3	4,575,000.00	FHLMC Callable Note Qtrly 3/25/2021 0.4% Due 9/25/2024	0.00	9,150.00	9,150.00
09/28/2022	Interest	3130ALLM4	5,000,000.00	FHLB Callable Note Qtrly 6/28/2021 0.35% Due 3/28/2024	0.00	8,750.00	8,750.00
09/29/2022	Interest	3134GWXC5	5,000,000.00	FHLMC Callable Note Qtrly 9/29/2021 0.35% Due 3/29/2024	0.00	8,750.00	8,750.00

## Cash Flow Report

As of April 30, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/30/2022	Interest	91282CCZ2	3,000,000.00	US Treasury Note 0.875% Due 9/30/2026	0.00	13,125.00	13,125.00
<b>SEP 2022</b>					<b>0.00</b>	<b>66,025.00</b>	<b>66,025.00</b>
10/16/2022	Interest	89236THP3	5,000,000.00	Toyota Motor Credit Corp Note 0.8% Due 10/16/2025	0.00	20,000.00	20,000.00
10/28/2022	Interest	3134GW3Z7	9,000,000.00	FHLMC Callable Note Qtrly 10/28/2021 0.6% Due 10/28/2025	0.00	27,000.00	27,000.00
10/29/2022	Interest	3130AMBG6	5,000,000.00	FHLB Callable Note Qtrly 7/29/2021 0.75% Due 4/29/2025	0.00	18,750.00	18,750.00
<b>OCT 2022</b>					<b>0.00</b>	<b>65,750.00</b>	<b>65,750.00</b>
11/17/2022	Interest	3135GA4S7	5,000,000.00	FNMA Callable Note Qtrly 11/17/2022 0.375% Due 5/17/2024	0.00	9,375.00	9,375.00
<b>NOV 2022</b>					<b>0.00</b>	<b>9,375.00</b>	<b>9,375.00</b>
12/14/2022	Interest	3135GA5Y3	5,000,000.00	FNMA Callable Note Qtrly 12/14/2021 0.375% Due 6/14/2024	0.00	9,375.00	9,375.00
12/17/2022	Interest	3134GXFY5	2,500,000.00	FHLMC Callable Note Qtrly 6/17/2021 0.5% Due 6/17/2025	0.00	6,250.00	6,250.00
12/23/2022	Interest	40434CAD7	6,000,000.00	HSBC USA Inc Note 3.5% Due 6/23/2024	0.00	105,000.00	105,000.00
12/29/2022	Interest	3135GABN0	5,000,000.00	FNMA Callable Note Qtrly 12/29/2021 0.28% Due 12/29/2023	0.00	7,000.00	7,000.00
<b>DEC 2022</b>					<b>0.00</b>	<b>127,625.00</b>	<b>127,625.00</b>
02/08/2023	Interest	037833EB2	3,000,000.00	Apple Inc Callable Note Cont 1/8/2026 0.7% Due 2/8/2026	0.00	10,500.00	10,500.00
02/18/2023	Interest	3135GA4W8	5,000,000.00	FNMA Callable Note Qtrly 11/18/2022 0.5% Due 2/18/2025	0.00	12,500.00	12,500.00
<b>FEB 2023</b>					<b>0.00</b>	<b>23,000.00</b>	<b>23,000.00</b>
03/06/2023	Interest	191216CL2	3,000,000.00	Coca Cola Company Callable Note Cont 8/6/2024 1.75% Due 9/6/2024	0.00	26,250.00	26,250.00
03/25/2023	Interest	3134GWVE3	4,575,000.00	FHLMC Callable Note Qtrly 3/25/2021 0.4% Due 9/25/2024	0.00	9,150.00	9,150.00

## Cash Flow Report

As of April 30, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/28/2023	Interest	3130ALLM4	5,000,000.00	FHLB Callable Note Qtrly 6/28/2021 0.35% Due 3/28/2024	0.00	8,750.00	8,750.00
03/29/2023	Interest	3134GWXC5	5,000,000.00	FHLMC Callable Note Qtrly 9/29/2021 0.35% Due 3/29/2024	0.00	8,750.00	8,750.00
03/31/2023	Interest	91282CCZ2	3,000,000.00	US Treasury Note 0.875% Due 9/30/2026	0.00	13,125.00	13,125.00
<b>MAR 2023</b>					<b>0.00</b>	<b>66,025.00</b>	<b>66,025.00</b>
04/16/2023	Interest	89236THP3	5,000,000.00	Toyota Motor Credit Corp Note 0.8% Due 10/16/2025	0.00	20,000.00	20,000.00
04/28/2023	Interest	3134GW3Z7	9,000,000.00	FHLMC Callable Note Qtrly 10/28/2021 0.6% Due 10/28/2025	0.00	27,000.00	27,000.00
04/29/2023	Interest	3130AMBG6	5,000,000.00	FHLB Callable Note Qtrly 7/29/2021 0.75% Due 4/29/2025	0.00	18,750.00	18,750.00
<b>APR 2023</b>					<b>0.00</b>	<b>65,750.00</b>	<b>65,750.00</b>
<b>TOTAL</b>					<b>9,000,000.00</b>	<b>619,050.00</b>	<b>9,619,050.00</b>



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**Custody:** Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

**Valuation:** Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

**Performance:** Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

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**Ratings:** Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a AA+/Aaa/AAA by S&P, Moody's and Fitch respectively.



Benchmark Index	Disclosure
ICE BofA 1-5 Yr US Treasury & Agency Index	The ICE BofA 1-5 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than five years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of \$1 billion for sovereigns and \$250 million for agencies.



## City of Orange - Account #10888

### MONTHLY ACCOUNT STATEMENT

MAY 1, 2022 THROUGH MAY 31, 2022

#### Chandler Team:

For questions about your account, please call (800) 317-4747,  
or contact [operations@chandlerasset.com](mailto:operations@chandlerasset.com)

#### Custodian

US Bank  
Alex Bazan  
(503) 464-3685

**CHANDLER ASSET MANAGEMENT**  
[chandlerasset.com](http://chandlerasset.com)

*Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures.*



## PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.60
Average Coupon	0.82%
Average Purchase YTM	0.71%
Average Market YTM	2.70%
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.67 yrs
Average Life	2.67 yrs

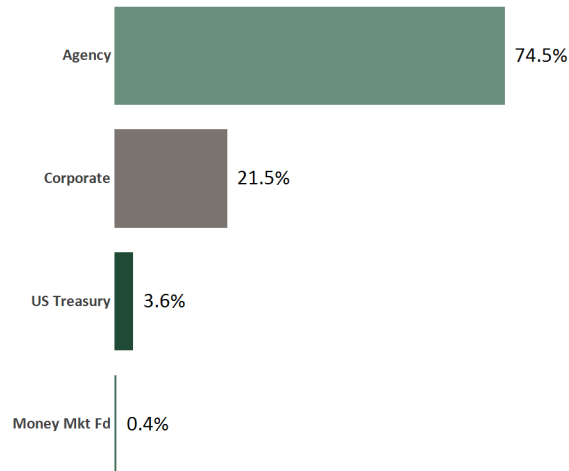
## ACCOUNT SUMMARY

	Beg. Values as of 4/30/22	End Values as of 5/31/22
Market Value	75,959,971	76,389,411
Accrued Interest	145,428	190,634
Total Market Value	<b>76,105,399</b>	<b>76,580,046</b>
Income Earned	47,956	47,810
Cont/WD		-5,072
Par	80,373,218	80,377,522
Book Value	80,521,940	80,519,471
Cost Value	80,698,672	80,702,976

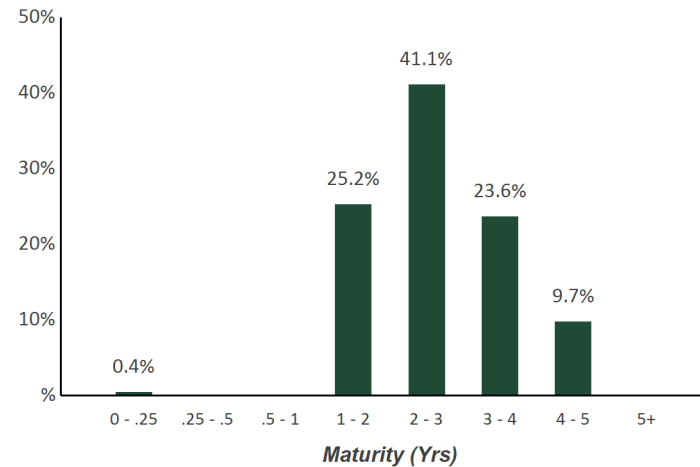
## TOP ISSUERS

Federal Home Loan Mortgage Corp	26.0%
Federal National Mortgage Assoc	25.0%
Federal Home Loan Bank	23.5%
HSBC Holdings PLC	8.0%
Toyota Motor Corp	6.0%
Coca Cola Co.	3.9%
Apple Inc	3.6%
Government of United States	3.6%
<b>Total</b>	<b>99.6%</b>

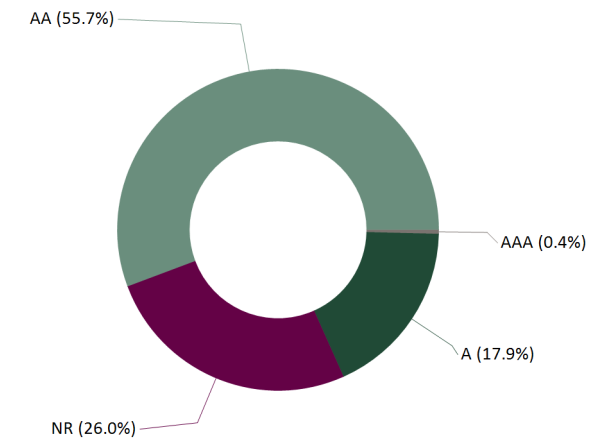
## SECTOR ALLOCATION



## MATURITY DISTRIBUTION



## CREDIT QUALITY (S&amp;P)



## PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	12/31/2021
City of Orange	0.60%	-2.32%	-3.89%	N/A	N/A	N/A	N/A	N/A	N/A
ICE BofA 1-5 Yr US Treasury & Agency Index	0.61%	-2.09%	-3.39%	N/A	N/A	N/A	N/A	N/A	N/A



## Reconciliation Summary

As of May 31, 2022



BOOK VALUE RECONCILIATION		
<b>BEGINNING BOOK VALUE</b>		<b>\$80,521,940.22</b>
<b><u>Acquisition</u></b>		
+ Security Purchases	\$0.00	
+ Money Market Fund Purchases	\$9,376.21	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
<b>Total Acquisitions</b>		<b>\$9,376.21</b>
<b><u>Dispositions</u></b>		
- Security Sales	\$0.00	
- Money Market Fund Sales	\$0.00	
- MMF Withdrawals	\$5,072.41	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$0.00	
- Calls	\$0.00	
- Principal Paydowns	\$0.00	
<b>Total Dispositions</b>		<b>\$5,072.41</b>
<b><u>Amortization/Accretion</u></b>		
+/- Net Accretion	(\$6,773.28)	
		(\$6,773.28)
<b><u>Gain/Loss on Dispositions</u></b>		
+/- Realized Gain/Loss	\$0.00	
		\$0.00
<b>ENDING BOOK VALUE</b>		<b>\$80,519,470.74</b>

CASH TRANSACTION SUMMARY		
<b>BEGINNING BALANCE</b>		<b>\$298,218.05</b>
<b><u>Acquisition</u></b>		
Contributions	\$0.00	
Security Sale Proceeds	\$0.00	
Accrued Interest Received	\$0.00	
Interest Received	\$9,375.00	
Dividend Received	\$1.21	
Principal on Maturities	\$0.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$0.00	
<b>Total Acquisitions</b>	<b>\$9,376.21</b>	
<b><u>Dispositions</u></b>		
Withdrawals	\$5,072.41	
Security Purchase	\$0.00	
Accrued Interest Paid	\$0.00	
<b>Total Dispositions</b>	<b>\$5,072.41</b>	
<b>ENDING BOOK VALUE</b>		<b>\$302,521.85</b>

## Holdings Report

As of May 31, 2022



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>AGENCY</b>									
3135GABN0	FNMA Callable Note Qtrly 12/29/2021 0.28% Due 12/29/2023	5,000,000.00	12/29/2020 0.28%	5,000,000.00 5,000,000.00	96.70 2.43%	4,834,870.00 5,911.11	6.32% (165,130.00)	Aaa / AA+ AAA	1.58 1.55
3130ALLM4	FHLB Callable Note Qtrly 6/28/2021 0.35% Due 3/28/2024	5,000,000.00	03/29/2021 0.37%	4,997,000.00 4,998,175.34	96.61 2.25%	4,830,640.00 3,062.50	6.31% (167,535.34)	Aaa / AA+ NR	1.83 1.80
3134GWXC5	FHLMC Callable Note Qtrly 9/29/2021 0.35% Due 3/29/2024	5,000,000.00	12/10/2020 0.35%	5,000,000.00 5,000,000.00	96.26 2.46%	4,812,965.00 3,013.89	6.29% (187,035.00)	Aaa / NR AAA	1.83 1.80
3135GA4S7	FNMA Callable Note Qtrly 11/17/2022 0.375% Due 5/17/2024	5,000,000.00	11/20/2020 0.38%	5,000,000.00 5,000,000.00	95.94 2.51%	4,796,880.00 729.17	6.26% (203,120.00)	Aaa / AA+ AAA	1.96 1.93
3135GA5Y3	FNMA Callable Note Qtrly 12/14/2021 0.375% Due 6/14/2024	5,000,000.00	12/14/2020 0.38%	5,000,000.00 5,000,000.00	95.74 2.54%	4,786,760.00 8,697.92	6.26% (213,240.00)	Aaa / AA+ AAA	2.04 2.00
3134GWVE3	FHLMC Callable Note Qtrly 3/25/2021 0.4% Due 9/25/2024	4,575,000.00	11/19/2020 0.41%	4,573,627.50 4,574,173.18	94.87 2.70%	4,340,329.95 3,355.00	5.67% (233,843.23)	Aaa / NR AAA	2.32 2.28
3135GA4W8	FNMA Callable Note Qtrly 11/18/2022 0.5% Due 2/18/2025	5,000,000.00	11/20/2020 0.50%	5,000,000.00 5,000,000.00	93.93 2.84%	4,696,690.00 7,152.78	6.14% (303,310.00)	Aaa / AA+ AAA	2.72 2.66
3130ANA42	FHLB Callable Note Qtrly 1/28/2022 0.65% Due 4/28/2025	4,000,000.00	07/28/2021 0.65%	4,000,000.00 4,000,000.00	94.14 2.76%	3,765,572.00 8,883.33	4.93% (234,428.00)	Aaa / AA+ NR	2.91 2.84
3130AMBG6	FHLB Callable Note Qtrly 7/29/2021 0.75% Due 4/29/2025	5,000,000.00	05/04/2021 0.75%	5,000,000.00 5,000,000.00	94.31 2.80%	4,715,465.00 3,333.33	6.16% (284,535.00)	Aaa / AA+ NR	2.92 2.84
3134GXFY5	FHLMC Callable Note Qtrly 6/17/2021 0.5% Due 6/17/2025	2,500,000.00	12/17/2020 0.50%	2,500,000.00 2,500,000.00	93.37 2.79%	2,334,317.50 5,694.44	3.06% (165,682.50)	Aaa / NR AAA	3.05 2.98
3134GW3Z7	FHLMC Callable Note Qtrly 10/28/2021 0.6% Due 10/28/2025	9,000,000.00	10/28/2020 0.60%	9,000,000.00 9,000,000.00	93.11 2.73%	8,379,846.00 4,950.00	10.95% (620,154.00)	Aaa / NR AAA	3.41 3.33
3130ANDF4	FHLB Callable Note Annual 7/29/2022 0.9% Due 7/29/2026	5,000,000.00	07/29/2021 0.70%	5,010,000.00 5,001,589.04	93.03 2.68%	4,651,655.00 15,250.00	6.09% (349,934.04)	Aaa / AA+ NR	4.16 4.02
<b>Total Agency</b>		<b>60,075,000.00</b>	<b>0.49%</b>	<b>60,080,627.50</b> <b>60,073,937.56</b>	<b>2.62%</b>	<b>56,945,990.45</b> <b>70,033.47</b>	<b>74.45%</b> <b>(3,127,947.11)</b>	<b>Aaa / AA+ AAA</b>	<b>2.58</b> <b>2.52</b>
<b>CORPORATE</b>									
40434CAD7	HSBC USA Inc Note 3.5% Due 6/23/2024	6,000,000.00	12/10/2019 2.14%	6,349,800.00 6,158,961.62	100.62 3.19%	6,036,984.00 92,166.67	8.00% (121,977.62)	A1 / A- A+	2.07 1.95
191216CL2	Coca Cola Company Callable Note Cont 8/6/2024 1.75% Due 9/6/2024	3,000,000.00	09/20/2019 2.00%	2,964,750.00 2,983,901.27	98.93 2.24%	2,967,810.00 12,395.83	3.89% (16,091.27)	A1 / A+ A	2.27 2.20

## Holdings Report

As of May 31, 2022



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>CORPORATE</b>									
89236THP3	Toyota Motor Credit Corp Note 0.8% Due 10/16/2025	5,000,000.00	11/19/2020 0.70%	5,025,000.00 5,017,201.45	92.16 3.27%	4,607,810.00 5,000.00	6.02% (409,391.45)	A1 / A+ A+	3.38 3.28
037833EB2	Apple Inc Callable Note Cont 1/8/2026 0.7% Due 2/8/2026	3,000,000.00	02/08/2021 0.70%	2,999,730.00 2,999,800.68	92.20 2.95%	2,766,069.00 6,591.67	3.62% (233,731.68)	Aaa / AA+ NR	3.70 3.58
<b>Total Corporate</b>		<b>17,000,000.00</b>	<b>1.44%</b>	<b>17,339,280.00</b> <b>17,159,865.02</b>	<b>3.00%</b>	<b>16,378,673.00</b> <b>116,154.17</b>	<b>21.54%</b> <b>(781,192.02)</b>	<b>A1 / A+ A+</b>	<b>2.74</b> <b>2.64</b>
<b>MONEY MARKET FUND</b>									
31846V203	First American Govt Obligation Fund Class Y	302,521.85	Various 0.35%	302,521.85 302,521.85	1.00 0.35%	302,521.85 0.00	0.40% 0.00	Aaa / AAA AAA	0.00 0.00
<b>Total Money Market Fund</b>		<b>302,521.85</b>	<b>0.35%</b>	<b>302,521.85</b> <b>302,521.85</b>	<b>0.35%</b>	<b>302,521.85</b> <b>0.00</b>	<b>0.40%</b> <b>0.00</b>	<b>Aaa / AAA AAA</b>	<b>0.00</b> <b>0.00</b>
<b>US TREASURY</b>									
91282CCZ2	US Treasury Note 0.875% Due 9/30/2026	3,000,000.00	09/30/2021 1.01%	2,980,546.88 2,983,146.31	92.07 2.83%	2,762,226.00 4,446.72	3.61% (220,920.31)	Aaa / AA+ AAA	4.34 4.19
<b>Total US Treasury</b>		<b>3,000,000.00</b>	<b>1.01%</b>	<b>2,980,546.88</b> <b>2,983,146.31</b>	<b>2.83%</b>	<b>2,762,226.00</b> <b>4,446.72</b>	<b>3.61%</b> <b>(220,920.31)</b>	<b>Aaa / AA+ AAA</b>	<b>4.34</b> <b>4.19</b>
<b>TOTAL PORTFOLIO</b>		<b>80,377,521.85</b>	<b>0.71%</b>	<b>80,702,976.23</b> <b>80,519,470.74</b>	<b>2.70%</b>	<b>76,389,411.30</b> <b>190,634.36</b>	<b>100.00%</b> <b>(4,130,059.44)</b>	<b>Aa1 / AA AAA</b>	<b>2.67</b> <b>2.60</b>
<b>TOTAL MARKET VALUE PLUS ACCRUED</b>						<b>76,580,045.66</b>			

## Transaction Ledger

As of May 31, 2022



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Purchase	05/02/2022	31846V203	1.21	First American Govt Obligation Fund Class Y	1.000	0.01%	1.21	0.00	1.21	0.00
Purchase	05/17/2022	31846V203	9,375.00	First American Govt Obligation Fund Class Y	1.000	0.01%	9,375.00	0.00	9,375.00	0.00
<b>Subtotal</b>			<b>9,376.21</b>				<b>9,376.21</b>	<b>0.00</b>	<b>9,376.21</b>	<b>0.00</b>
<b>TOTAL ACQUISITIONS</b>			<b>9,376.21</b>				<b>9,376.21</b>	<b>0.00</b>	<b>9,376.21</b>	<b>0.00</b>
<b>DISPOSITIONS</b>										
Security Withdrawal	05/05/2022	31846V203	5,072.41	First American Govt Obligation Fund Class Y	1.000		5,072.41	0.00	5,072.41	0.00
<b>Subtotal</b>			<b>5,072.41</b>				<b>5,072.41</b>	<b>0.00</b>	<b>5,072.41</b>	<b>0.00</b>
<b>TOTAL DISPOSITIONS</b>			<b>5,072.41</b>				<b>5,072.41</b>	<b>0.00</b>	<b>5,072.41</b>	<b>0.00</b>
<b>OTHER TRANSACTIONS</b>										
Interest	05/17/2022	3135GA4S7	5,000,000.00	FNMA Callable Note Qtrly 11/17/2022 0.375% Due 5/17/2024	0.000		9,375.00	0.00	9,375.00	0.00
<b>Subtotal</b>			<b>5,000,000.00</b>				<b>9,375.00</b>	<b>0.00</b>	<b>9,375.00</b>	<b>0.00</b>
Dividend	05/02/2022	31846V203	298,218.05	First American Govt Obligation Fund Class Y	0.000		1.21	0.00	1.21	0.00
<b>Subtotal</b>			<b>298,218.05</b>				<b>1.21</b>	<b>0.00</b>	<b>1.21</b>	<b>0.00</b>
<b>TOTAL OTHER TRANSACTIONS</b>			<b>5,298,218.05</b>				<b>9,376.21</b>	<b>0.00</b>	<b>9,376.21</b>	<b>0.00</b>

## Income Earned

As of May 31, 2022



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
<b>FIXED INCOME</b>						
037833EB2	Apple Inc Callable Note Cont 1/8/2026 0.7% Due 02/08/2026	02/08/2021 02/08/2021 3,000,000.00	2,999,796.10 0.00 0.00 2,999,800.68	4,841.67 0.00 6,591.67 1,750.00	4.58 0.00 4.58 1,754.58	1,754.58
191216CL2	Coca Cola Company Callable Note Cont 8/6/2024 1.75% Due 09/06/2024	09/20/2019 09/20/2019 3,000,000.00	2,983,298.54 0.00 0.00 2,983,901.27	8,020.83 0.00 12,395.83 4,375.00	602.73 0.00 602.73 4,977.73	4,977.73
3130ALLM4	FHLB Callable Note Qtrly 6/28/2021 0.35% Due 03/28/2024	03/29/2021 03/29/2021 5,000,000.00	4,998,090.41 0.00 0.00 4,998,175.34	1,604.17 0.00 3,062.50 1,458.33	84.93 0.00 84.93 1,543.26	1,543.26
3130AMBG6	FHLB Callable Note Qtrly 7/29/2021 0.75% Due 04/29/2025	05/04/2021 05/04/2021 5,000,000.00	5,000,000.00 0.00 0.00 5,000,000.00	208.33 0.00 3,333.33 3,125.00	0.00 0.00 0.00 3,125.00	3,125.00
3130ANA42	FHLB Callable Note Qtrly 1/28/2022 0.65% Due 04/28/2025	07/28/2021 07/28/2021 4,000,000.00	4,000,000.00 0.00 0.00 4,000,000.00	6,716.67 0.00 8,883.33 2,166.66	0.00 0.00 0.00 2,166.66	2,166.66
3130ANDF4	FHLB Callable Note Annual 7/29/2022 0.9% Due 07/29/2026	07/29/2021 07/29/2021 5,000,000.00	5,002,438.36 0.00 0.00 5,001,589.04	11,500.00 0.00 15,250.00 3,750.00	0.00 849.32 (849.32) 2,900.68	2,900.68
3134GW3Z7	FHLMC Callable Note Qtrly 10/28/2021 0.6% Due 10/28/2025	10/28/2020 10/28/2020 9,000,000.00	9,000,000.00 0.00 0.00 9,000,000.00	450.00 0.00 4,950.00 4,500.00	0.00 0.00 0.00 4,500.00	4,500.00
3134GWVE3	FHLMC Callable Note Qtrly 3/25/2021 0.4% Due 09/25/2024	11/19/2020 11/19/2020 4,575,000.00	4,574,142.92 0.00 0.00 4,574,173.18	1,830.00 0.00 3,355.00 1,525.00	30.26 0.00 30.26 1,555.26	1,555.26
3134GWXC5	FHLMC Callable Note Qtrly 9/29/2021 0.35% Due 03/29/2024	12/10/2020 12/10/2020 5,000,000.00	5,000,000.00 0.00 0.00 5,000,000.00	1,555.56 0.00 3,013.89 1,458.33	0.00 0.00 0.00 1,458.33	1,458.33

## Income Earned

As of May 31, 2022



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3134GXFY5	FHLMC Callable Note Qtrly 6/17/2021 0.5% Due 06/17/2025	12/17/2020 12/17/2020 2,500,000.00	2,500,000.00 0.00 0.00 2,500,000.00	4,652.78 0.00 5,694.44 1,041.66	0.00 0.00 0.00 1,041.66	1,041.66
3135GA4S7	FNMA Callable Note Qtrly 11/17/2022 0.375% Due 05/17/2024	11/20/2020 11/20/2020 5,000,000.00	5,000,000.00 0.00 0.00 5,000,000.00	8,541.67 9,375.00 729.17 1,562.50	0.00 0.00 0.00 1,562.50	1,562.50
3135GA4W8	FNMA Callable Note Qtrly 11/18/2022 0.5% Due 02/18/2025	11/20/2020 11/20/2020 5,000,000.00	5,000,000.00 0.00 0.00 5,000,000.00	5,069.44 0.00 7,152.78 2,083.34	0.00 0.00 0.00 2,083.34	2,083.34
3135GA5Y3	FNMA Callable Note Qtrly 12/14/2021 0.375% Due 06/14/2024	12/14/2020 12/14/2020 5,000,000.00	5,000,000.00 0.00 0.00 5,000,000.00	7,135.42 0.00 8,697.92 1,562.50	0.00 0.00 0.00 1,562.50	1,562.50
3135GABN0	FNMA Callable Note Qtrly 12/29/2021 0.28% Due 12/29/2023	12/29/2020 12/29/2020 5,000,000.00	5,000,000.00 0.00 0.00 5,000,000.00	4,744.44 0.00 5,911.11 1,166.67	0.00 0.00 0.00 1,166.67	1,166.67
40434CAD7	HSBC USA Inc Note 3.5% Due 06/23/2024	12/10/2019 12/10/2019 6,000,000.00	6,165,505.85 0.00 0.00 6,158,961.62	74,666.67 0.00 92,166.67 17,500.00	0.00 6,544.23 (6,544.23) 10,955.77	10,955.77
89236THP3	Toyota Motor Credit Corp Note 0.8% Due 10/16/2025	11/19/2020 11/19/2020 5,000,000.00	5,017,633.93 0.00 0.00 5,017,201.45	1,666.67 0.00 5,000.00 3,333.33	0.00 432.48 (432.48) 2,900.85	2,900.85
91282CCZ2	US Treasury Note 0.875% Due 09/30/2026	09/30/2021 09/30/2021 3,000,000.00	2,982,816.06 0.00 0.00 2,983,146.31	2,223.36 0.00 4,446.72 2,223.36	330.25 0.00 330.25 2,553.61	2,553.61
			80,223,722.17 0.00 0.00	145,427.68 9,375.00 190,634.36	1,052.75 7,826.03 (6,773.28)	
Total Fixed Income		80,075,000.00	80,216,948.89	54,581.68	47,808.40	47,808.40

## Income Earned

As of May 31, 2022



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
<b>CASH &amp; EQUIVALENT</b>						
31846V203	First American	03/25/2022	298,218.05	0.00	0.00	1.21
	Govt Obligation Fund Class Y	03/25/2022	9,376.21	1.21	0.00	
		302,521.85	5,072.41	0.00	0.00	
			302,521.85	1.21	1.21	
			<b>298,218.05</b>	<b>0.00</b>	<b>0.00</b>	
			<b>9,376.21</b>	<b>1.21</b>	<b>0.00</b>	
			<b>5,072.41</b>	<b>0.00</b>	<b>0.00</b>	
<b>Total Cash &amp; Equivalent</b>		<b>302,521.85</b>	<b>302,521.85</b>	<b>1.21</b>	<b>1.21</b>	<b>1.21</b>
			<b>80,521,940.22</b>	<b>145,427.68</b>	<b>1,052.75</b>	
			<b>9,376.21</b>	<b>9,376.21</b>	<b>7,826.03</b>	
			<b>5,072.41</b>	<b>190,634.36</b>	<b>(6,773.28)</b>	
<b>TOTAL PORTFOLIO</b>		<b>80,377,521.85</b>	<b>80,519,470.74</b>	<b>54,582.89</b>	<b>47,809.61</b>	<b>47,809.61</b>

## Cash Flow Report

As of May 31, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/14/2022	Interest	3135GA5Y3	5,000,000.00	FNMA Callable Note Qtrly 12/14/2021 0.375% Due 6/14/2024	0.00	9,375.00	9,375.00
06/23/2022	Interest	40434CAD7	3,500,000.00	HSBC USA Inc Note 3.5% Due 6/23/2024	0.00	61,250.00	61,250.00
06/29/2022	Interest	3135GABN0	5,000,000.00	FNMA Callable Note Qtrly 12/29/2021 0.28% Due 12/29/2023	0.00	7,000.00	7,000.00
<b>JUN 2022</b>					<b>0.00</b>	<b>77,625.00</b>	<b>77,625.00</b>
07/28/2022	Call	3130ANA42	4,000,000.00	FHLB Callable Note Qtrly 1/28/2022 0.65% Due 4/28/2025	4,000,000.00	13,000.00	4,013,000.00
07/29/2022	Call	3130ANDF4	5,000,000.00	FHLB Callable Note Annual 7/29/2022 0.9% Due 7/29/2026	5,000,000.00	22,500.00	5,022,500.00
<b>JUL 2022</b>					<b>9,000,000.00</b>	<b>35,500.00</b>	<b>9,035,500.00</b>
08/08/2022	Interest	037833EB2	3,000,000.00	Apple Inc Callable Note Cont 1/8/2026 0.7% Due 2/8/2026	0.00	10,500.00	10,500.00
08/18/2022	Interest	3135GA4W8	5,000,000.00	FNMA Callable Note Qtrly 11/18/2022 0.5% Due 2/18/2025	0.00	12,500.00	12,500.00
<b>AUG 2022</b>					<b>0.00</b>	<b>23,000.00</b>	<b>23,000.00</b>
09/06/2022	Interest	191216CL2	3,000,000.00	Coca Cola Company Callable Note Cont 8/6/2024 1.75% Due 9/6/2024	0.00	26,250.00	26,250.00
09/25/2022	Interest	3134GWVE3	4,575,000.00	FHLMC Callable Note Qtrly 3/25/2021 0.4% Due 9/25/2024	0.00	9,150.00	9,150.00
09/28/2022	Interest	3130ALLM4	5,000,000.00	FHLB Callable Note Qtrly 6/28/2021 0.35% Due 3/28/2024	0.00	8,750.00	8,750.00
09/29/2022	Interest	3134GWXC5	5,000,000.00	FHLMC Callable Note Qtrly 9/29/2021 0.35% Due 3/29/2024	0.00	8,750.00	8,750.00
09/30/2022	Interest	91282CCZ2	3,000,000.00	US Treasury Note 0.875% Due 9/30/2026	0.00	13,125.00	13,125.00
<b>SEP 2022</b>					<b>0.00</b>	<b>66,025.00</b>	<b>66,025.00</b>
10/16/2022	Interest	89236THP3	5,000,000.00	Toyota Motor Credit Corp Note 0.8% Due 10/16/2025	0.00	20,000.00	20,000.00
10/28/2022	Interest	3134GW3Z7	9,000,000.00	FHLMC Callable Note Qtrly 10/28/2021 0.6% Due 10/28/2025	0.00	27,000.00	27,000.00



## Cash Flow Report

As of May 31, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/29/2022	Interest	3130AMBG6	5,000,000.00	FHLB Callable Note Qtrly 7/29/2021 0.75% Due 4/29/2025	0.00	18,750.00	18,750.00
<b>OCT 2022</b>					<b>0.00</b>	<b>65,750.00</b>	<b>65,750.00</b>
11/17/2022	Interest	3135GA4S7	5,000,000.00	FNMA Callable Note Qtrly 11/17/2022 0.375% Due 5/17/2024	0.00	9,375.00	9,375.00
<b>NOV 2022</b>					<b>0.00</b>	<b>9,375.00</b>	<b>9,375.00</b>
12/14/2022	Interest	3135GA5Y3	5,000,000.00	FNMA Callable Note Qtrly 12/14/2021 0.375% Due 6/14/2024	0.00	9,375.00	9,375.00
12/23/2022	Interest	40434CAD7	3,500,000.00	HSBC USA Inc Note 3.5% Due 6/23/2024	0.00	61,250.00	61,250.00
12/29/2022	Interest	3135GABN0	5,000,000.00	FNMA Callable Note Qtrly 12/29/2021 0.28% Due 12/29/2023	0.00	7,000.00	7,000.00
<b>DEC 2022</b>					<b>0.00</b>	<b>77,625.00</b>	<b>77,625.00</b>
02/08/2023	Interest	037833EB2	3,000,000.00	Apple Inc Callable Note Cont 1/8/2026 0.7% Due 2/8/2026	0.00	10,500.00	10,500.00
02/18/2023	Interest	3135GA4W8	5,000,000.00	FNMA Callable Note Qtrly 11/18/2022 0.5% Due 2/18/2025	0.00	12,500.00	12,500.00
<b>FEB 2023</b>					<b>0.00</b>	<b>23,000.00</b>	<b>23,000.00</b>
03/06/2023	Interest	191216CL2	3,000,000.00	Coca Cola Company Callable Note Cont 8/6/2024 1.75% Due 9/6/2024	0.00	26,250.00	26,250.00
03/25/2023	Interest	3134GWVE3	4,575,000.00	FHLMC Callable Note Qtrly 3/25/2021 0.4% Due 9/25/2024	0.00	9,150.00	9,150.00
03/28/2023	Interest	3130ALLM4	5,000,000.00	FHLB Callable Note Qtrly 6/28/2021 0.35% Due 3/28/2024	0.00	8,750.00	8,750.00
03/29/2023	Interest	3134GWXC5	5,000,000.00	FHLMC Callable Note Qtrly 9/29/2021 0.35% Due 3/29/2024	0.00	8,750.00	8,750.00
03/31/2023	Interest	91282CCZ2	3,000,000.00	US Treasury Note 0.875% Due 9/30/2026	0.00	13,125.00	13,125.00
<b>MAR 2023</b>					<b>0.00</b>	<b>66,025.00</b>	<b>66,025.00</b>
04/16/2023	Interest	89236THP3	5,000,000.00	Toyota Motor Credit Corp Note 0.8% Due 10/16/2025	0.00	20,000.00	20,000.00

Cash Flow Report

As of May 31, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/28/2023	Interest	3134GW3Z7	9,000,000.00	FHLMC Callable Note Qtrly 10/28/2021 0.6% Due 10/28/2025	0.00	27,000.00	27,000.00
04/29/2023	Interest	3130AMBG6	5,000,000.00	FHLB Callable Note Qtrly 7/29/2021 0.75% Due 4/29/2025	0.00	18,750.00	18,750.00
APR 2023					0.00	65,750.00	65,750.00
05/17/2023	Interest	3135GA4S7	5,000,000.00	FNMA Callable Note Qtrly 11/17/2022 0.375% Due 5/17/2024	0.00	9,375.00	9,375.00
MAY 2023					0.00	9,375.00	9,375.00
TOTAL					9,000,000.00	519,050.00	9,519,050.00



Chandler Asset Management, Inc. ("Chandler") is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at [www.chandlerasset.com](http://www.chandlerasset.com).

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**Custody:** Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

**Valuation:** Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

**Performance:** Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

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Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

**Ratings:** Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a AA+/Aaa/AAA by S&P, Moody's and Fitch respectively.



Benchmark Index	Disclosure
ICE BofA 1-5 Yr US Treasury & Agency Index	The ICE BofA 1-5 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than five years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of \$1 billion for sovereigns and \$250 million for agencies.



# City of Orange - Account #10888

## MONTHLY ACCOUNT STATEMENT

JUNE 1, 2022 THROUGH JUNE 30, 2022

### Chandler Team:

For questions about your account, please call (800) 317-4747,  
or contact [operations@chandlerasset.com](mailto:operations@chandlerasset.com)

### Custodian

US Bank  
Alex Bazan  
(503) 464-3685

**CHANDLER ASSET MANAGEMENT**  
[chandlerasset.com](http://chandlerasset.com)

*Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures.*



## PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.55
Average Coupon	0.86%
Average Purchase YTM	0.86%
Average Market YTM	3.13%
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	2.63 yrs
Average Life	2.63 yrs

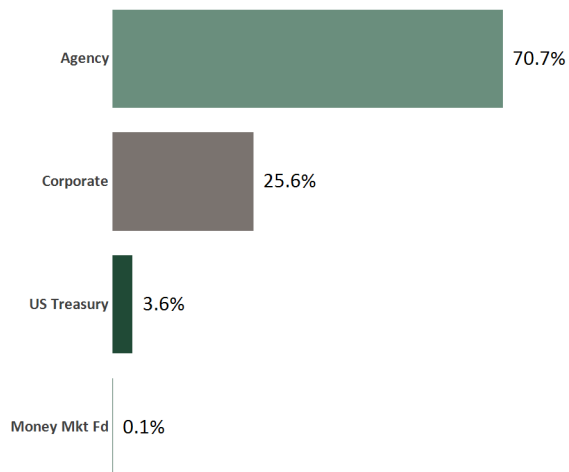
## ACCOUNT SUMMARY

	Beg. Values as of 5/31/22	End Values as of 6/30/22
Market Value	76,389,411	75,849,168
Accrued Interest	190,634	129,972
Total Market Value	<b>76,580,046</b>	<b>75,979,140</b>
Income Earned	47,810	54,816
Cont/WD		-5,596
Par	80,377,522	80,425,325
Book Value	80,519,471	80,362,281
Cost Value	80,702,976	80,466,697

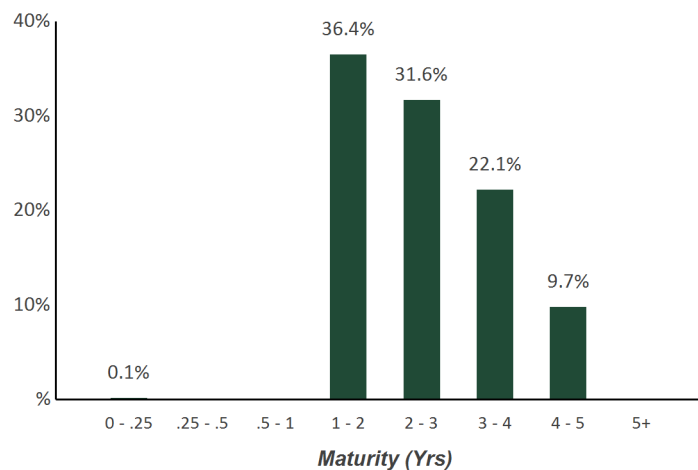
## TOP ISSUERS

Federal National Mortgage Assoc	24.2%
Federal Home Loan Bank	23.5%
Federal Home Loan Mortgage Corp	22.9%
Toyota Motor Corp	6.0%
HSBC Holdings PLC	4.6%
Coca Cola Co.	3.9%
Government of United States	3.6%
Apple Inc	3.6%
<b>Total</b>	<b>92.4%</b>

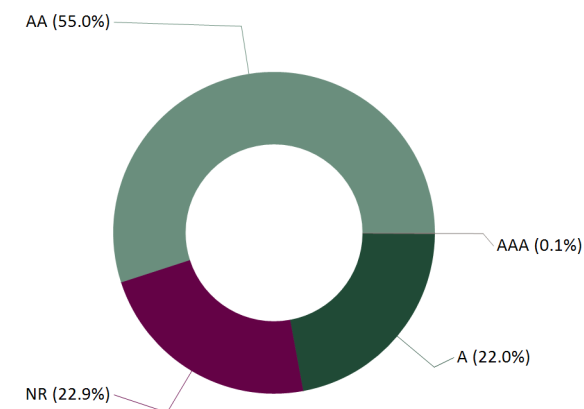
## SECTOR ALLOCATION



## MATURITY DISTRIBUTION



## CREDIT QUALITY (S&amp;P)



## PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	12/31/2021
City of Orange	-0.75%	-1.04%	-4.61%	N/A	N/A	N/A	N/A	N/A	N/A
ICE BofA 1-5 Yr US Treasury & Agency Index	-0.58%	-0.81%	-3.95%	N/A	N/A	N/A	N/A	N/A	N/A

## Reconciliation Summary

As of June 30, 2022



BOOK VALUE RECONCILIATION		
<b>BEGINNING BOOK VALUE</b>		<b>\$80,519,470.74</b>
<u><b>Acquisition</b></u>		
+ Security Purchases	\$5,741,667.25	
+ Money Market Fund Purchases	\$2,998,011.44	
+ Money Market Contributions	\$0.00	
+ Security Contributions	\$0.00	
+ Security Transfers	\$0.00	
<b>Total Acquisitions</b>		<b>\$8,739,678.69</b>
<u><b>Dispositions</b></u>		
- Security Sales	\$5,424,075.00	
- Money Market Fund Sales	\$3,199,611.71	
- MMF Withdrawals	\$5,596.39	
- Security Withdrawals	\$0.00	
- Security Transfers	\$0.00	
- Other Dispositions	\$0.00	
- Maturities	\$0.00	
- Calls	\$0.00	
- Principal Paydowns	\$0.00	
<b>Total Dispositions</b>		<b>\$8,629,283.10</b>
<u><b>Amortization/Accretion</b></u>		
+/- Net Accretion	(\$513.91)	
		(\$513.91)
<u><b>Gain/Loss on Dispositions</b></u>		
+/- Realized Gain/Loss	(\$267,071.05)	
		(\$267,071.05)
<b>ENDING BOOK VALUE</b>		<b>\$80,362,281.37</b>

CASH TRANSACTION SUMMARY		
<b>BEGINNING BALANCE</b>		<b>\$302,521.85</b>
<u><b>Acquisition</b></u>		
Contributions	\$0.00	
Security Sale Proceeds	\$5,424,075.00	
Accrued Interest Received	\$45,505.63	
Interest Received	\$76,453.13	
Dividend Received	\$73.51	
Principal on Maturities	\$0.00	
Interest on Maturities	\$0.00	
Calls/Redemption (Principal)	\$0.00	
Interest from Calls/Redemption	\$0.00	
Principal Paydown	\$0.00	
<b>Total Acquisitions</b>	<b>\$5,546,107.27</b>	
<u><b>Dispositions</b></u>		
Withdrawals	\$5,596.39	
Security Purchase	\$5,741,667.25	
Accrued Interest Paid	\$6,040.29	
<b>Total Dispositions</b>	<b>\$5,753,303.93</b>	
<b>ENDING BOOK VALUE</b>		<b>\$95,325.19</b>

## Holdings Report

As of June 30, 2022



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>AGENCY</b>									
3135GABN0	FNMA Callable Note Qtrly 12/29/2021 0.28% Due 12/29/2023	5,000,000.00	12/29/2020 0.28%	5,000,000.00 5,000,000.00	96.06 2.99%	4,803,140.00 77.78	6.32% (196,860.00)	Aaa / AA+ AAA	1.50 1.47
3130ALLM4	FHLB Callable Note Qtrly 6/28/2021 0.35% Due 3/28/2024	5,000,000.00	03/29/2021 0.37%	4,997,000.00 4,998,257.53	95.99 2.72%	4,799,335.00 4,520.83	6.32% (198,922.53)	Aaa / AA+ NR	1.75 1.72
3134GWXC5	FHLMC Callable Note Qtrly 9/29/2021 0.35% Due 3/29/2024	5,000,000.00	12/10/2020 0.35%	5,000,000.00 5,000,000.00	95.31 3.13%	4,765,540.00 4,472.22	6.28% (234,460.00)	Aaa / NR AAA	1.75 1.71
3135GA4S7	FNMA Callable Note Qtrly 11/17/2022 0.375% Due 5/17/2024	5,000,000.00	11/20/2020 0.38%	5,000,000.00 5,000,000.00	95.36 2.93%	4,768,130.00 2,291.67	6.28% (231,870.00)	Aaa / AA+ AAA	1.88 1.85
3135GA5Y3	FNMA Callable Note Qtrly 12/14/2021 0.375% Due 6/14/2024	4,375,000.00	12/14/2020 0.38%	4,375,000.00 4,375,000.00	94.97 3.04%	4,154,928.75 774.74	5.47% (220,071.25)	Aaa / AA+ AAA	1.96 1.92
3134GWVE3	FHLMC Callable Note Qtrly 3/25/2021 0.4% Due 9/25/2024	4,575,000.00	11/19/2020 0.41%	4,573,627.50 4,574,202.47	94.25 3.08%	4,311,717.90 4,880.00	5.68% (262,484.57)	Aaa / NR AAA	2.24 2.19
3135GA4W8	FNMA Callable Note Qtrly 11/18/2022 0.5% Due 2/18/2025	5,000,000.00	11/20/2020 0.50%	5,000,000.00 5,000,000.00	93.35 3.15%	4,667,580.00 9,236.11	6.16% (332,420.00)	Aaa / AA+ AAA	2.64 2.57
3130ANA42	FHLB Callable Note Qtrly 1/28/2022 0.65% Due 4/28/2025	4,000,000.00	07/28/2021 0.65%	4,000,000.00 4,000,000.00	93.55 3.05%	3,742,060.00 11,050.00	4.94% (257,940.00)	Aaa / AA+ NR	2.83 2.76
3130AMBG6	FHLB Callable Note Qtrly 7/29/2021 0.75% Due 4/29/2025	5,000,000.00	05/04/2021 0.75%	5,000,000.00 5,000,000.00	93.72 3.09%	4,685,765.00 6,458.33	6.18% (314,235.00)	Aaa / AA+ NR	2.83 2.76
3134GW3Z7	FHLMC Callable Note Qtrly 10/28/2021 0.6% Due 10/28/2025	9,000,000.00	10/28/2020 0.60%	9,000,000.00 9,000,000.00	92.40 3.02%	8,316,117.00 9,450.00	10.96% (683,883.00)	Aaa / NR AAA	3.33 3.25
3130ANDF4	FHLB Callable Note Annual 7/29/2022 0.9% Due 7/29/2026	5,000,000.00	07/29/2021 0.70%	5,010,000.00 5,000,767.12	92.31 2.91%	4,615,420.00 19,000.00	6.10% (385,347.12)	Aaa / AA+ NR	4.08 3.94
<b>Total Agency</b>		<b>56,950,000.00</b>	<b>0.49%</b>	<b>56,955,627.50</b> <b>56,948,227.12</b>	<b>3.01%</b>	<b>53,629,733.65</b> <b>72,211.68</b>	<b>70.68%</b> <b>(3,318,493.47)</b>	<b>Aaa / AA+</b> <b>AAA</b>	<b>2.49</b> <b>2.43</b>
<b>CORPORATE</b>									
69371RR81	Paccar Financial Corp Note 3.15% Due 6/13/2024	895,000.00	06/06/2022 3.16%	894,794.15 894,799.22	99.66 3.33%	891,936.42 1,409.63	1.18% (2,862.80)	A1 / A+ NR	1.96 1.88
40434CAD7	HSBC USA Inc Note 3.5% Due 6/23/2024	3,500,000.00	12/10/2019 2.14%	3,704,050.00 3,589,033.28	99.44 3.80%	3,480,400.00 2,722.22	4.58% (108,633.28)	A1 / A- A+	1.98 1.89
191216CL2	Coca Cola Company Callable Note Cont 8/6/2024 1.75% Due 9/6/2024	3,000,000.00	09/20/2019 2.00%	2,964,750.00 2,984,484.56	97.79 2.80%	2,933,616.00 16,770.83	3.88% (50,868.56)	A1 / A+ A	2.19 2.11



## Holdings Report

As of June 30, 2022



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
<b>CORPORATE</b>									
14913Q3B3	Caterpillar Finl Service Note 2.15% Due 11/8/2024	1,250,000.00	05/31/2022 2.87%	1,229,100.00 1,229,781.01	97.10 3.44%	1,213,691.25 3,956.60	1.60% (16,089.76)	A2 / A A	2.36 2.26
06051GJR1	Bank of America Corp Callable Note Cont 4/22/2024 0.976% Due 4/22/2025	1,250,000.00	05/31/2022 3.09%	1,192,012.50 1,193,606.47	94.13 3.63%	1,176,631.25 2,338.33	1.55% (16,975.22)	A2 / A- AA-	2.81 2.72
24422EWF2	John Deere Capital Corp Note 3.4% Due 6/6/2025	280,000.00	06/01/2022 3.41%	279,935.60 279,937.07	99.65 3.53%	279,008.24 661.11	0.37% (928.83)	A2 / A A	2.94 2.76
06406RBF3	Bank of NY Mellon Corp Callable Note Cont 6/13/2024 3.43% Due 6/13/2025	955,000.00	06/08/2022 3.00%	955,000.00 955,000.00	99.28 3.26%	948,100.13 1,637.83	1.25% (6,899.87)	A1 / A AA-	2.96 2.78
89236THP3	Toyota Motor Credit Corp Note 0.8% Due 10/16/2025	5,000,000.00	11/19/2020 0.70%	5,025,000.00 5,016,782.92	91.05 3.71%	4,552,535.00 8,333.33	6.00% (464,247.92)	A1 / A+ A+	3.30 3.19
037833EB2	Apple Inc Callable Note Cont 1/8/2026 0.7% Due 2/8/2026	3,000,000.00	02/08/2021 0.70%	2,999,730.00 2,999,805.12	91.15 3.33%	2,734,479.00 8,341.67	3.61% (265,326.12)	Aaa / AA+ NR	3.61 3.50
46647PBK1	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	1,250,000.00	05/31/2022 3.73%	1,190,825.00 1,192,033.50	93.59 4.25%	1,169,885.00 4,990.52	1.55% (22,148.50)	A2 / A- AA-	3.81 3.58
<b>Total Corporate</b>		<b>20,380,000.00</b>	<b>1.85%</b>	<b>20,435,197.25</b> <b>20,335,263.15</b>	<b>3.50%</b>	<b>19,380,282.29</b> <b>51,162.07</b>	<b>25.57%</b> <b>(954,980.86)</b>	<b>A1 / A+</b> <b>A+</b>	<b>2.80</b> <b>2.69</b>
<b>MONEY MARKET FUND</b>									
31846V203	First American Govt Obligation Fund Class Y	95,325.19	Various 0.97%	95,325.19 95,325.19	1.00 0.97%	95,325.19 0.00	0.13% 0.00	Aaa / AAA AAA	0.00 0.00
<b>Total Money Market Fund</b>		<b>95,325.19</b>	<b>0.97%</b>	<b>95,325.19</b> <b>95,325.19</b>	<b>0.97%</b>	<b>95,325.19</b> <b>0.00</b>	<b>0.13%</b> <b>0.00</b>	<b>Aaa / AAA</b> <b>AAA</b>	<b>0.00</b> <b>0.00</b>

Holdings Report

As of June 30, 2022



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US TREASURY									
91282CCZ2	US Treasury Note 0.875% Due 9/30/2026	3,000,000.00	09/30/2021 1.01%	2,980,546.88 2,983,465.91	91.46 3.03%	2,743,827.00 6,598.36	3.62% (239,638.91)	Aaa / AA+ AAA	4.25 4.11
Total US Treasury		3,000,000.00	1.01%	2,980,546.88 2,983,465.91	3.03%	2,743,827.00 6,598.36	3.62% (239,638.91)	Aaa / AA+ AAA	4.25 4.11
TOTAL PORTFOLIO				80,466,696.82 80,362,281.37	3.13%	75,849,168.13 129,972.11	100.00% (4,513,113.24)	Aa1 / AA AAA	2.63 2.55
TOTAL MARKET VALUE PLUS ACCRUED						75,979,140.24			

## Transaction Ledger

As of June 30, 2022



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Purchase	06/01/2022	31846V203	2,329,194.44	First American Govt Obligation Fund Class Y	1.000	0.35%	2,329,194.44	0.00	2,329,194.44	0.00
Purchase	06/01/2022	31846V203	73.51	First American Govt Obligation Fund Class Y	1.000	0.35%	73.51	0.00	73.51	0.00
Purchase	06/02/2022	06051GJR1	1,250,000.00	Bank of America Corp Callable Note Cont 4/22/2024 0.976% Due 4/22/2025	95.361	3.09%	1,192,012.50	1,355.56	1,193,368.06	0.00
Purchase	06/02/2022	14913Q3B3	1,250,000.00	Caterpillar Finl Service Note 2.15% Due 11/8/2024	98.328	2.87%	1,229,100.00	1,791.67	1,230,891.67	0.00
Purchase	06/02/2022	46647PBK1	1,250,000.00	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	95.266	3.73%	1,190,825.00	2,893.06	1,193,718.06	0.00
Purchase	06/06/2022	24422EWF2	280,000.00	John Deere Capital Corp Note 3.4% Due 6/6/2025	99.977	3.41%	279,935.60	0.00	279,935.60	0.00
Purchase	06/13/2022	06406RBF3	955,000.00	Bank of NY Mellon Corp Callable Note Cont 6/13/2024 3.43% Due 6/13/2025	100.000	3.00%	955,000.00	0.00	955,000.00	0.00
Purchase	06/13/2022	31846V203	592,290.36	First American Govt Obligation Fund Class Y	1.000	0.35%	592,290.36	0.00	592,290.36	0.00
Purchase	06/13/2022	69371RR81	895,000.00	Paccar Financial Corp Note 3.15% Due 6/13/2024	99.977	3.16%	894,794.15	0.00	894,794.15	0.00
Purchase	06/14/2022	31846V203	8,203.13	First American Govt Obligation Fund Class Y	1.000	0.35%	8,203.13	0.00	8,203.13	0.00
Purchase	06/23/2022	31846V203	61,250.00	First American Govt Obligation Fund Class Y	1.000	0.35%	61,250.00	0.00	61,250.00	0.00
Purchase	06/29/2022	31846V203	7,000.00	First American Govt Obligation Fund Class Y	1.000	0.35%	7,000.00	0.00	7,000.00	0.00
<b>Subtotal</b>			<b>8,878,011.44</b>				<b>8,739,678.69</b>	<b>6,040.29</b>	<b>8,745,718.98</b>	<b>0.00</b>

## Transaction Ledger

As of June 30, 2022



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Short Sale	06/13/2022	31846V203	-955,000.00	First American Govt Obligation Fund Class Y	1.000		-955,000.00	0.00	-955,000.00	0.00
<b>Subtotal</b>			<b>-955,000.00</b>				<b>-955,000.00</b>	<b>0.00</b>	<b>-955,000.00</b>	<b>0.00</b>
<b>TOTAL ACQUISITIONS</b>			<b>7,923,011.44</b>				<b>7,784,678.69</b>	<b>6,040.29</b>	<b>7,790,718.98</b>	<b>0.00</b>
<b>DISPOSITIONS</b>										
Closing Purchase	06/13/2022	31846V203	-955,000.00	First American Govt Obligation Fund Class Y	1.000		-955,000.00	0.00	-955,000.00	0.00
<b>Subtotal</b>			<b>-955,000.00</b>				<b>-955,000.00</b>	<b>0.00</b>	<b>-955,000.00</b>	<b>0.00</b>
Sale	06/01/2022	3134GXFY5	2,500,000.00	FHLMC Callable Note Qtrly 6/17/2021 0.5% Due 6/17/2025	92.940	0.50%	2,323,500.00	5,694.44	2,329,194.44	-176,500.00
Sale	06/02/2022	31846V203	1,069,881.96	First American Govt Obligation Fund Class Y	1.000	0.35%	1,069,881.96	0.00	1,069,881.96	0.00
Sale	06/02/2022	40434CAD7	2,500,000.00	HSBC USA Inc Note 3.5% Due 6/23/2024	100.378	2.14%	2,509,450.00	38,645.83	2,548,095.83	-56,696.05
Sale	06/06/2022	31846V203	279,935.60	First American Govt Obligation Fund Class Y	1.000	0.35%	279,935.60	0.00	279,935.60	0.00
Sale	06/13/2022	3135GA5Y3	625,000.00	FNMA Callable Note Qtrly 12/14/2021 0.375% Due 6/14/2024	94.580	0.38%	591,125.00	1,165.36	592,290.36	-33,875.00
Sale	06/13/2022	31846V203	894,794.15	First American Govt Obligation Fund Class Y	1.000	0.35%	894,794.15	0.00	894,794.15	0.00
Sale	06/13/2022	31846V203	955,000.00	First American Govt Obligation Fund Class Y	1.000	0.35%	955,000.00	0.00	955,000.00	0.00
<b>Subtotal</b>			<b>8,824,611.71</b>				<b>8,623,686.71</b>	<b>45,505.63</b>	<b>8,669,192.34</b>	<b>-267,071.05</b>
Security Withdrawal	06/08/2022	31846V203	5,067.14	First American Govt Obligation Fund Class Y	1.000		5,067.14	0.00	5,067.14	0.00

## Transaction Ledger

As of June 30, 2022



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>DISPOSITIONS</b>										
Security Withdrawal	06/27/2022	31846V203	529.25	First American Govt Obligation Fund Class Y	1.000		529.25	0.00	529.25	0.00
<b>Subtotal</b>			<b>5,596.39</b>				<b>5,596.39</b>	<b>0.00</b>	<b>5,596.39</b>	<b>0.00</b>
<b>TOTAL DISPOSITIONS</b>			<b>7,875,208.10</b>				<b>7,674,283.10</b>	<b>45,505.63</b>	<b>7,719,788.73</b>	<b>-267,071.05</b>
<b>OTHER TRANSACTIONS</b>										
Interest	06/14/2022	3135GA5Y3	4,375,000.00	FNMA Callable Note Qtrly 12/14/2021 0.375% Due 6/14/2024	0.000		8,203.13	0.00	8,203.13	0.00
Interest	06/23/2022	40434CAD7	3,500,000.00	HSBC USA Inc Note 3.5% Due 6/23/2024	0.000		61,250.00	0.00	61,250.00	0.00
Interest	06/29/2022	3135GABN0	5,000,000.00	FNMA Callable Note Qtrly 12/29/2021 0.28% Due 12/29/2023	0.000		7,000.00	0.00	7,000.00	0.00
<b>Subtotal</b>			<b>12,875,000.00</b>				<b>76,453.13</b>	<b>0.00</b>	<b>76,453.13</b>	<b>0.00</b>
Dividend	06/01/2022	31846V203	1,281,898.73	First American Govt Obligation Fund Class Y	0.000		73.51	0.00	73.51	0.00
<b>Subtotal</b>			<b>1,281,898.73</b>				<b>73.51</b>	<b>0.00</b>	<b>73.51</b>	<b>0.00</b>
<b>TOTAL OTHER TRANSACTIONS</b>			<b>14,156,898.73</b>				<b>76,526.64</b>	<b>0.00</b>	<b>76,526.64</b>	<b>0.00</b>

## Income Earned

As of June 30, 2022



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
<b>FIXED INCOME</b>						
037833EB2	Apple Inc Callable Note Cont 1/8/2026 0.7% Due 02/08/2026	02/08/2021 02/08/2021 3,000,000.00	2,999,800.68 0.00 0.00 2,999,805.12	6,591.67 0.00 8,341.67 1,750.00	4.44 0.00 4.44 1,754.44	1,754.44
06051GJR1	Bank of America Corp Callable Note Cont 4/22/2024 0.976% Due 04/22/2025	05/31/2022 06/02/2022 1,250,000.00	0.00 1,192,012.50 0.00 1,193,606.47	0.00 (1,355.56) 2,338.33 982.77	1,593.97 0.00 1,593.97 2,576.74	2,576.74
06406RBF3	Bank of NY Mellon Corp Callable Note Cont 6/13/2024 3.43% Due 06/13/2025	06/08/2022 06/13/2022 955,000.00	0.00 955,000.00 0.00 955,000.00	0.00 0.00 1,637.83 1,637.83	0.00 0.00 0.00 1,637.83	1,637.83
14913Q3B3	Caterpillar Finl Service Note 2.15% Due 11/08/2024	05/31/2022 06/02/2022 1,250,000.00	0.00 1,229,100.00 0.00 1,229,781.01	0.00 (1,791.67) 3,956.60 2,164.93	681.01 0.00 681.01 2,845.94	2,845.94
191216CL2	Coca Cola Company Callable Note Cont 8/6/2024 1.75% Due 09/06/2024	09/20/2019 09/20/2019 3,000,000.00	2,983,901.27 0.00 0.00 2,984,484.56	12,395.83 0.00 16,770.83 4,375.00	583.29 0.00 583.29 4,958.29	4,958.29
24422EWF2	John Deere Capital Corp Note 3.4% Due 06/06/2025	06/01/2022 06/06/2022 280,000.00	0.00 279,935.60 0.00 279,937.07	0.00 0.00 661.11 661.11	1.47 0.00 1.47 662.58	662.58
3130ALLM4	FHLB Callable Note Qtrly 6/28/2021 0.35% Due 03/28/2024	03/29/2021 03/29/2021 5,000,000.00	4,998,175.34 0.00 0.00 4,998,257.53	3,062.50 0.00 4,520.83 1,458.33	82.19 0.00 82.19 1,540.52	1,540.52
3130AMBG6	FHLB Callable Note Qtrly 7/29/2021 0.75% Due 04/29/2025	05/04/2021 05/04/2021 5,000,000.00	5,000,000.00 0.00 0.00 5,000,000.00	3,333.33 0.00 6,458.33 3,125.00	0.00 0.00 0.00 3,125.00	3,125.00
3130ANA42	FHLB Callable Note Qtrly 1/28/2022 0.65% Due 04/28/2025	07/28/2021 07/28/2021 4,000,000.00	4,000,000.00 0.00 0.00 4,000,000.00	8,883.33 0.00 11,050.00 2,166.67	0.00 0.00 0.00 2,166.67	2,166.67

## Income Earned

As of June 30, 2022



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3130ANDF4	FHLB Callable Note Annual 7/29/2022 0.9% Due 07/29/2026	07/29/2021 07/29/2021 5,000,000.00	5,001,589.04 0.00 0.00 5,000,767.12	15,250.00 0.00 19,000.00 3,750.00	0.00 821.92 (821.92) 2,928.08	2,928.08
3134GW3Z7	FHLMC Callable Note Qtrly 10/28/2021 0.6% Due 10/28/2025	10/28/2020 10/28/2020 9,000,000.00	9,000,000.00 0.00 0.00 9,000,000.00	4,950.00 0.00 9,450.00 4,500.00	0.00 0.00 0.00 4,500.00	4,500.00
3134GWVE3	FHLMC Callable Note Qtrly 3/25/2021 0.4% Due 09/25/2024	11/19/2020 11/19/2020 4,575,000.00	4,574,173.18 0.00 0.00 4,574,202.47	3,355.00 0.00 4,880.00 1,525.00	29.29 0.00 29.29 1,554.29	1,554.29
3134GWXC5	FHLMC Callable Note Qtrly 9/29/2021 0.35% Due 03/29/2024	12/10/2020 12/10/2020 5,000,000.00	5,000,000.00 0.00 0.00 5,000,000.00	3,013.89 0.00 4,472.22 1,458.33	0.00 0.00 0.00 1,458.33	1,458.33
3134GXFY5	FHLMC Callable Note Qtrly 6/17/2021 Due 06/17/2025	12/17/2020 12/17/2020 0.00	2,500,000.00 0.00 2,500,000.00 0.00	5,694.44 5,694.44 0.00 0.00	0.00 0.00 0.00 0.00	0.00
3135GA4S7	FNMA Callable Note Qtrly 11/17/2022 0.375% Due 05/17/2024	11/20/2020 11/20/2020 5,000,000.00	5,000,000.00 0.00 0.00 5,000,000.00	729.17 0.00 2,291.67 1,562.50	0.00 0.00 0.00 1,562.50	1,562.50
3135GA4W8	FNMA Callable Note Qtrly 11/18/2022 0.5% Due 02/18/2025	11/20/2020 11/20/2020 5,000,000.00	5,000,000.00 0.00 0.00 5,000,000.00	7,152.78 0.00 9,236.11 2,083.33	0.00 0.00 0.00 2,083.33	2,083.33
3135GA5Y3	FNMA Callable Note Qtrly 12/14/2021 0.375% Due 06/14/2024	12/14/2020 12/14/2020 4,375,000.00	5,000,000.00 0.00 625,000.00 4,375,000.00	8,697.92 9,368.49 774.74 1,445.31	0.00 0.00 0.00 1,445.31	1,445.31
3135GABN0	FNMA Callable Note Qtrly 12/29/2021 0.28% Due 12/29/2023	12/29/2020 12/29/2020 5,000,000.00	5,000,000.00 0.00 0.00 5,000,000.00	5,911.11 7,000.00 77.78 1,166.67	0.00 0.00 0.00 1,166.67	1,166.67

## Income Earned

As of June 30, 2022



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
40434CAD7	HSBC USA Inc Note 3.5% Due 06/23/2024	12/10/2019 12/10/2019 3,500,000.00	6,158,961.62 0.00 2,566,146.05 3,589,033.28	92,166.67 99,895.83 2,722.22 10,451.38	0.00 3,782.29 (3,782.29) 6,669.09	6,669.09
46647PBK1	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 04/22/2026	05/31/2022 06/02/2022 1,250,000.00	0.00 1,190,825.00 0.00 1,192,033.50	0.00 (2,893.06) 4,990.52 2,097.46	1,208.50 0.00 1,208.50 3,305.96	3,305.96
69371RR81	Paccar Financial Corp Note 3.15% Due 06/13/2024	06/06/2022 06/13/2022 895,000.00	0.00 894,794.15 0.00 894,799.22	0.00 0.00 1,409.63 1,409.63	5.07 0.00 5.07 1,414.70	1,414.70
89236THP3	Toyota Motor Credit Corp Note 0.8% Due 10/16/2025	11/19/2020 11/19/2020 5,000,000.00	5,017,201.45 0.00 0.00 5,016,782.92	5,000.00 0.00 8,333.33 3,333.33	0.00 418.53 (418.53) 2,914.80	2,914.80
91282CCZ2	US Treasury Note 0.875% Due 09/30/2026	09/30/2021 09/30/2021 3,000,000.00	2,983,146.31 0.00 0.00 2,983,465.91	4,446.72 0.00 6,598.36 2,151.64	319.60 0.00 319.60 2,471.24	2,471.24
			80,216,948.89	190,634.36	4,508.83	
			5,741,667.25	115,918.47	5,022.74	
			5,691,146.05	129,972.11	(513.91)	
<b>Total Fixed Income</b>			<b>80,330,000.00</b>	<b>55,256.22</b>	<b>54,742.31</b>	<b>54,742.31</b>



## Income Earned

As of June 30, 2022



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
<b>CASH &amp; EQUIVALENT</b>						
31846V203	First American	03/31/2022	302,521.85	0.00	0.00	73.51
	Govt Obligation Fund Class Y	03/31/2022	2,043,011.44	73.51	0.00	
		95,325.19	2,250,208.10	0.00	0.00	
			95,325.19	73.51	73.51	
			<b>302,521.85</b>	<b>0.00</b>	<b>0.00</b>	
			<b>2,043,011.44</b>	<b>73.51</b>	<b>0.00</b>	
			<b>2,250,208.10</b>	<b>0.00</b>	<b>0.00</b>	
<b>Total Cash &amp; Equivalent</b>		<b>95,325.19</b>	<b>95,325.19</b>	<b>73.51</b>	<b>73.51</b>	<b>73.51</b>
			<b>80,519,470.74</b>	<b>190,634.36</b>	<b>4,508.83</b>	
			<b>7,784,678.69</b>	<b>115,991.98</b>	<b>5,022.74</b>	
			<b>7,941,354.15</b>	<b>129,972.11</b>	<b>(513.91)</b>	
<b>TOTAL PORTFOLIO</b>		<b>80,425,325.19</b>	<b>80,362,281.37</b>	<b>55,329.73</b>	<b>54,815.82</b>	<b>54,815.82</b>

## Cash Flow Report

As of June 30, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/28/2022	Call	3130ANA42	4,000,000.00	FHLB Callable Note Qtrly 1/28/2022 0.65% Due 4/28/2025	4,000,000.00	13,000.00	4,013,000.00
07/29/2022	Call	3130ANDF4	5,000,000.00	FHLB Callable Note Annual 7/29/2022 0.9% Due 7/29/2026	5,000,000.00	22,500.00	5,022,500.00
<b>JUL 2022</b>					<b>9,000,000.00</b>	<b>35,500.00</b>	<b>9,035,500.00</b>
08/08/2022	Interest	037833EB2	3,000,000.00	Apple Inc Callable Note Cont 1/8/2026 0.7% Due 2/8/2026	0.00	10,500.00	10,500.00
08/18/2022	Interest	3135GA4W8	5,000,000.00	FNMA Callable Note Qtrly 11/18/2022 0.5% Due 2/18/2025	0.00	12,500.00	12,500.00
<b>AUG 2022</b>					<b>0.00</b>	<b>23,000.00</b>	<b>23,000.00</b>
09/06/2022	Interest	191216CL2	3,000,000.00	Coca Cola Company Callable Note Cont 8/6/2024 1.75% Due 9/6/2024	0.00	26,250.00	26,250.00
09/25/2022	Interest	3134GWVE3	4,575,000.00	FHLMC Callable Note Qtrly 3/25/2021 0.4% Due 9/25/2024	0.00	9,150.00	9,150.00
09/28/2022	Interest	3130ALLM4	5,000,000.00	FHLB Callable Note Qtrly 6/28/2021 0.35% Due 3/28/2024	0.00	8,750.00	8,750.00
09/29/2022	Interest	3134GWXC5	5,000,000.00	FHLMC Callable Note Qtrly 9/29/2021 0.35% Due 3/29/2024	0.00	8,750.00	8,750.00
09/30/2022	Interest	91282CCZ2	3,000,000.00	US Treasury Note 0.875% Due 9/30/2026	0.00	13,125.00	13,125.00
<b>SEP 2022</b>					<b>0.00</b>	<b>66,025.00</b>	<b>66,025.00</b>
10/16/2022	Interest	89236THP3	5,000,000.00	Toyota Motor Credit Corp Note 0.8% Due 10/16/2025	0.00	20,000.00	20,000.00
10/22/2022	Interest	06051GJR1	1,250,000.00	Bank of America Corp Callable Note Cont 4/22/2024 0.976% Due 4/22/2025	0.00	6,100.00	6,100.00
10/22/2022	Interest	46647PBK1	1,250,000.00	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	0.00	13,018.75	13,018.75
10/28/2022	Interest	3134GW3Z7	9,000,000.00	FHLMC Callable Note Qtrly 10/28/2021 0.6% Due 10/28/2025	0.00	27,000.00	27,000.00
10/29/2022	Interest	3130AMBG6	5,000,000.00	FHLB Callable Note Qtrly 7/29/2021 0.75% Due 4/29/2025	0.00	18,750.00	18,750.00
<b>OCT 2022</b>					<b>0.00</b>	<b>84,868.75</b>	<b>84,868.75</b>
11/08/2022	Interest	14913Q3B3	1,250,000.00	Caterpillar Finl Service Note 2.15% Due 11/8/2024	0.00	13,437.50	13,437.50

## Cash Flow Report

As of June 30, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/17/2022	Interest	3135GA4S7	5,000,000.00	FNMA Callable Note Qtrly 11/17/2022 0.375% Due 5/17/2024	0.00	9,375.00	9,375.00
<b>NOV 2022</b>					<b>0.00</b>	<b>22,812.50</b>	<b>22,812.50</b>
12/06/2022	Interest	24422EWF2	280,000.00	John Deere Capital Corp Note 3.4% Due 6/6/2025	0.00	4,760.00	4,760.00
12/13/2022	Interest	06406RBF3	955,000.00	Bank of NY Mellon Corp Callable Note Cont 6/13/2024 3.43% Due 6/13/2025	0.00	16,378.25	16,378.25
12/13/2022	Interest	69371RR81	895,000.00	Paccar Financial Corp Note 3.15% Due 6/13/2024	0.00	14,096.25	14,096.25
12/14/2022	Interest	3135GA5Y3	4,375,000.00	FNMA Callable Note Qtrly 12/14/2021 0.375% Due 6/14/2024	0.00	8,203.13	8,203.13
12/23/2022	Interest	40434CAD7	3,500,000.00	HSBC USA Inc Note 3.5% Due 6/23/2024	0.00	61,250.00	61,250.00
12/29/2022	Interest	3135GABN0	5,000,000.00	FNMA Callable Note Qtrly 12/29/2021 0.28% Due 12/29/2023	0.00	7,000.00	7,000.00
<b>DEC 2022</b>					<b>0.00</b>	<b>111,687.63</b>	<b>111,687.63</b>
02/08/2023	Interest	037833EB2	3,000,000.00	Apple Inc Callable Note Cont 1/8/2026 0.7% Due 2/8/2026	0.00	10,500.00	10,500.00
02/18/2023	Interest	3135GA4W8	5,000,000.00	FNMA Callable Note Qtrly 11/18/2022 0.5% Due 2/18/2025	0.00	12,500.00	12,500.00
<b>FEB 2023</b>					<b>0.00</b>	<b>23,000.00</b>	<b>23,000.00</b>
03/06/2023	Interest	191216CL2	3,000,000.00	Coca Cola Company Callable Note Cont 8/6/2024 1.75% Due 9/6/2024	0.00	26,250.00	26,250.00
03/25/2023	Interest	3134GWVE3	4,575,000.00	FHLMC Callable Note Qtrly 3/25/2021 0.4% Due 9/25/2024	0.00	9,150.00	9,150.00
03/28/2023	Interest	3130ALLM4	5,000,000.00	FHLB Callable Note Qtrly 6/28/2021 0.35% Due 3/28/2024	0.00	8,750.00	8,750.00
03/29/2023	Interest	3134GWXC5	5,000,000.00	FHLMC Callable Note Qtrly 9/29/2021 0.35% Due 3/29/2024	0.00	8,750.00	8,750.00
03/31/2023	Interest	91282CCZ2	3,000,000.00	US Treasury Note 0.875% Due 9/30/2026	0.00	13,125.00	13,125.00
<b>MAR 2023</b>					<b>0.00</b>	<b>66,025.00</b>	<b>66,025.00</b>

## Cash Flow Report

As of June 30, 2022



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/16/2023	Interest	89236THP3	5,000,000.00	Toyota Motor Credit Corp Note 0.8% Due 10/16/2025	0.00	20,000.00	20,000.00
04/22/2023	Interest	06051GJR1	1,250,000.00	Bank of America Corp Callable Note Cont 4/22/2024 0.976% Due 4/22/2025	0.00	6,100.00	6,100.00
04/22/2023	Interest	46647PBK1	1,250,000.00	JP Morgan Chase & Co Callable Note Cont 4/22/2025 2.083% Due 4/22/2026	0.00	13,018.75	13,018.75
04/28/2023	Interest	3134GW3Z7	9,000,000.00	FHLMC Callable Note Qtrly 10/28/2021 0.6% Due 10/28/2025	0.00	27,000.00	27,000.00
04/29/2023	Interest	3130AMBG6	5,000,000.00	FHLB Callable Note Qtrly 7/29/2021 0.75% Due 4/29/2025	0.00	18,750.00	18,750.00
<b>APR 2023</b>					<b>0.00</b>	<b>84,868.75</b>	<b>84,868.75</b>
05/08/2023	Interest	14913Q3B3	1,250,000.00	Caterpillar Finl Service Note 2.15% Due 11/8/2024	0.00	13,437.50	13,437.50
05/17/2023	Interest	3135GA4S7	5,000,000.00	FNMA Callable Note Qtrly 11/17/2022 0.375% Due 5/17/2024	0.00	9,375.00	9,375.00
<b>MAY 2023</b>					<b>0.00</b>	<b>22,812.50</b>	<b>22,812.50</b>
06/06/2023	Interest	24422EWF2	280,000.00	John Deere Capital Corp Note 3.4% Due 6/6/2025	0.00	4,760.00	4,760.00
06/13/2023	Interest	06406RBF3	955,000.00	Bank of NY Mellon Corp Callable Note Cont 6/13/2024 3.43% Due 6/13/2025	0.00	16,378.25	16,378.25
06/13/2023	Interest	69371RR81	895,000.00	Paccar Financial Corp Note 3.15% Due 6/13/2024	0.00	14,096.25	14,096.25
06/14/2023	Interest	3135GA5Y3	4,375,000.00	FNMA Callable Note Qtrly 12/14/2021 0.375% Due 6/14/2024	0.00	8,203.13	8,203.13
06/23/2023	Interest	40434CAD7	3,500,000.00	HSBC USA Inc Note 3.5% Due 6/23/2024	0.00	61,250.00	61,250.00
06/29/2023	Interest	3135GABN0	5,000,000.00	FNMA Callable Note Qtrly 12/29/2021 0.28% Due 12/29/2023	0.00	7,000.00	7,000.00
<b>JUN 2023</b>					<b>0.00</b>	<b>111,687.63</b>	<b>111,687.63</b>
<b>TOTAL</b>					<b>9,000,000.00</b>	<b>652,287.76</b>	<b>9,652,287.76</b>



Chandler Asset Management, Inc. ("Chandler") is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at [www.chandlerasset.com](http://www.chandlerasset.com).

Information contained in this monthly statement is confidential and is provided for informational purposes only and should not be construed as specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of this statement, but may become outdated or superseded at any time without notice.

**Custody:** Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

**Valuation:** Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

**Performance:** Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

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Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

**Ratings:** Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a AA+/Aaa/AAA by S&P, Moody's and Fitch respectively.



Benchmark Index	Disclosure
ICE BofA 1-5 Yr US Treasury & Agency Index	The ICE BofA 1-5 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody’s, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than five years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of \$1 billion for sovereigns and \$250 million for agencies.



# Agenda Item

## City Council

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Item #: 3.21.

8/9/2022

File #: 22-0454

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

**THRU:** Rob Houston, City Manager

**FROM:** Gary A. Sheatz, City Attorney

### 1. SUBJECT

Delegate authority to the City Manager to apply for and Make Industrial Disability Retirement Determinations. Resolution No. 11413.

### 2. SUMMARY

The proposed resolution, delegating authority to the City Manager, or his/her designee, to act on behalf of the City regarding disability retirements, is required pursuant to Section 21173 of the Government Code. It delegates authority to the City Manager to apply for and makes industrial disability retirement determinations.

### 3. RECOMMENDED ACTION

Adopt Resolution No. 11413. A Resolution of the City Council of the City of Orange Rescinding Resolution No. 11111 and Delegating Authority to the City Manager to Apply for and Make Industrial Disability Retirement Determinations.

### 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.

Goal 2: Be a fiscally healthy community.

- a. Expend fiscal resources responsibly.

Goal 4: Provide Outstanding Public Service

- e: Attract, retain and develop quality employees dedicated to public service.

### 6. DISCUSSION AND BACKGROUND

Article 5, Division 5, Title 2 of the Government Code establishes the circumstances under which an employee who is a member of Public Employees Retirement System ("PERS") may be granted a disability retirement.

Public Employees' Retirement Law ("PERL") requires local agencies to apply for and make determinations regarding industrial disability retirements on behalf of their safety members. Under Section 21173 of the Government Code, PERL allows local agencies to delegate authority to make

such applications and determinations to a designated position, usually the City Manager.

Current Resolution No. 11111 delegates authority to the City Manager to make determinations of disability on behalf of the Agency under Government Code Section 21156, but not to apply for an employer initiated industrial disability retirement. At this time, PERS is requesting that the City update its current resolution. In accordance with Government Code section 21152(c), Resolution No. 11413 delegates authority to the City Manager to also submit an employer initiated application for an industrial disability retirement.

Resolution No. 11413 satisfies PERS' request.

## **7. ATTACHMENTS**

- Resolution No. 11413





# Agenda Item

## City Council

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Item #: 3.21.

8/9/2022

File #: 22-0454

---

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### 3. RECOMMENDED ACTION

Adopt Resolution No. 11413. A Resolution of the City Council of the City of Orange Rescinding Resolution No. 11111 and Delegating Authority to the City Manager to Apply for and Make Industrial Disability Retirement Determinations.

### 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.

Goal 2: Be a fiscally healthy community.

- a. Expend fiscal resources responsibly.

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such applications and determinations to a designated position, usually the City Manager.

Current Resolution No. 11111 delegates authority to the City Manager to make determinations of disability on behalf of the Agency under Government Code Section 21156, but not to apply for an employer initiated industrial disability retirement. At this time, PERS is requesting that the City update its current resolution. In accordance with Government Code section 21152(c), Resolution No. 11413 delegates authority to the City Manager to also submit an employer initiated application for an industrial disability retirement.

Resolution No. 11413 satisfies PERS' request.

## **7. ATTACHMENTS**

- Resolution No. 11413

**RESOLUTION NO. 11413**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF ORANGE RESCINDING RESOLUTION  
NO. 11111 AND DELEGATING AUTHORITY TO  
THE CITY MANAGER TO APPLY FOR AND  
MAKE INDUSTRIAL DISABILITY RETIREMENT  
DETERMINATIONS**

**WHEREAS**, the City of Orange (“Agency”) is a contracting agency of the California Public Employees’ Retirement System; and

**WHEREAS**, the Public Employees’ Retirement Law requires the contracting agency to determine whether an employee classified as a local safety member is disabled for purposes of the Public Employees’ Retirement Law and whether such disability is "industrial" within the meaning of the Law; and

**WHEREAS**, the City Council of the City of Orange delegates authority under Government Code section 21173 to make such determinations to the City Manager, or his/her designee.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Orange as follows:

Section 1. The City Council hereby rescinds any prior resolution delegating authority to make determinations for disability retirements, including but not limited to Resolution No. 11111;

Section 2. The City Council delegates the City Manager, or his/her designee, authority to make application on behalf of the Agency pursuant to Government Code section 21152 (c) for disability retirement of all employees and to initiate requests for reinstatement of such employees who are retired for disability;

Section 3. The City Council delegates the City Manager, or his/her designee, authority to make determinations of disability on behalf of the Agency under Government Code section 21156 and whether such disability is industrial and to certify such determinations and all other necessary information to the California Public Employees’ Retirement System.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 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 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 \_\_\_\_\_, 2022, by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

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Pamela Coleman, City Clerk, City of Orange



# Agenda Item

## City Council

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**Item #:** 6.1.

**8/9/2022**

**File #:** 22-0476

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### **1. SUBJECT**

Appointment(s) to Investment and Audit Committee.

### **2. SUMMARY**

With the adoption of Resolution No. 11387 at the April 12, 2022, City Council meeting, the City's Investment Advisory Committee and Audit Committee were merged into one new committee entitled the Investment and Audit Committee. Resolution No. 11387 also established the Committee's qualifications for appointment including the number of representatives and terms. The Investment and Audit Committee consists of five members: the City Treasurer and four citizen representatives. Terms are two years. For the initial committee, two of the four citizen representatives shall be appointed to a one-year term, then two years thereafter. Appointment of Aaron Christensen and Jeff Grampp would fill the remaining two vacancies on the Committee.

### **3. RECOMMENDED ACTION**

Confirm Mayor Murphy's recommendation to appoint Jeff Grampp to a two-year term ending June 30, 2024; and Aaron Christensen to a one-year term ending June 30, 2023.

### **4. ATTACHMENTS**

- Resolution No.11387



# Agenda Item

## City Council

---

**Item #:** 6.1.

**8/9/2022**

**File #:** 22-0476

---

### **1. SUBJECT**

Appointment(s) to Investment and Audit Committee.

### **2. SUMMARY**

With the adoption of Resolution No. 11387 at the April 12, 2022, City Council meeting, the City's Investment Advisory Committee and Audit Committee were merged into one new committee entitled the Investment and Audit Committee. Resolution No. 11387 also established the Committee's qualifications for appointment including the number of representatives and terms. The Investment and Audit Committee consists of five members: the City Treasurer and four citizen representatives. Terms are two years. For the initial committee, two of the four citizen representatives shall be appointed to a one-year term, then two years thereafter. Appointment of Aaron Christensen and Jeff Grampp would fill the remaining two vacancies on the Committee.

### **3. RECOMMENDED ACTION**

Confirm Mayor Murphy's recommendation to appoint Jeff Grampp to a two-year term ending June 30, 2024; and Aaron Christensen to a one-year term ending June 30, 2023.

### **4. ATTACHMENTS**

- Resolution No.11387

**RESOLUTION NO. 11387**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF ORANGE ELIMINATING THE  
AUDIT COMMITTEE AND THE INVESTMENT  
ADVISORY COMMITTEE, ESTABLISHING A  
NEW INVESTMENT AND AUDIT COMMITTEE,  
REPEALING RESOLUTION NOS. 10166 AND  
11356, AND STATING QUALIFICATIONS FOR  
APPOINTMENT TO ALL CITY COUNCIL  
CREATED COMMITTEES.**

**WHEREAS**, the City Council of the City of Orange creates boards, commissions, and committees to assist in the carrying out of the City's business and to further the public interest; and

**WHEREAS**, on September 14, 2021 by Resolution No. 11356, the City Council established criteria for such boards, commissions, and committees; and

**WHEREAS**, the City Council established the Audit Committee and the Investment Advisory Committee in July 1997 to provide advice and recommendations and to assist the City Council in discharging its responsibility for the overall stewardship of the City's financial affairs including review of City investments; and

**WHEREAS**, despite efforts by the City to find qualified candidates, the Audit Committee and the Investment Advisory Committee currently have vacancies that remain unfilled and, in some cases, are unable to establish a quorum; and

**WHEREAS**, the purposes of the existing Audit Committee and Investment Advisory Committee are vital to the proper oversight of the City's financial affairs; and

**WHEREAS**, the City Council has determined that combining the functions of these two Committees into one, named the Investment and Audit Committee, will ensure that the purposes of each Committee are carried out in an effective manner by a full Committee of qualified members; and


**WHEREAS**, the City Council desires to revise and update the membership criteria for citizen appointment to such boards, commissions, and committees to reflect the elimination of the Audit Committee and the Investment Advisory Committee and creation of the Investment and Audit Committee.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Orange as follows:

1. That Resolution Nos. 10166 and 11356 are hereby repealed in their entirety.

- 100

*M. A. Murphy*  
 x A. Murphy, Mayor, City of Orono

  
Pamela Coleman, City Clerk, City of Orange

AYES: COUNCILMEMBERS: Nichols, Monaco, Barrios, Dumitru,  
Tavoularis, Gutierrez, and Murphy

NOES: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: None

ABSTAIN: COUNCILMEMBERS: None

100



## EXHIBIT A

### QUALIFICATIONS FOR CITY COUNCIL CREATED COMMITTEES

#### 1. Community Development Block Grant Program Committee

- Number: The Committee shall consist of five members
- Qualifications: Members shall have their primary residence in the City. Members should show an interest in and knowledge of housing and community development issues, especially as they relate to affordable housing and public service for residents of low and moderate income.
- Purpose: To provide a public engagement process in the allocation of CDBG funds as required by 24 C.F.R. Part 91.105
- Duties: Duties are set forth in the CDBG Program Policies and Procedures Manual maintained by the City.
- Compensation: None.

#### 2. Design Review Committee

- Number: The Committee shall consist of five members.
- Qualifications: Members shall have their primary residence or primary place of employment in the City. Members shall be qualified to analyze and interpret architectural and site planning information, including, but not limited to, licensed landscape architects, architects, urban planners, engineers and licensed general contractors. At least two members shall have professional experience in urban planning, architectural history or historic preservation and possess a general knowledge of architecture in the Old Towne Historic District.
- Purpose: As set forth in Section 17.08.020.D of the Orange Municipal Code.
- Duties: Duties are set forth in Section 17.08.020.D of the Orange Municipal Code.
- Compensation: As determined by Resolution of the City Council.

#### 3. Investment and Audit Committee

- Number: The Committee shall consist of five members: the City Treasurer and four citizen representatives.
- Term: Two years with staggered terms. For the initial Committee, two of the four citizen representatives shall be appointed to a one-year term, then henceforth those two seats shall be appointed every two years.
- Qualifications: The qualifications of the applicants for the citizen representatives will be reviewed by the City Manager, the Finance Director, and an outside expert in finance, investments, or auditing. Those candidates passing the qualification review process will be presented to the Mayor. These citizen Committee members shall then be appointed by the City Council in accordance with procedures established for appointing members of the City's commissions, boards, and committees. The citizen representatives must reside or be permanently employed in the City of

Orange. In addition, they must meet at least one of the following criteria: (a) have the designation of Certified Public Accountant (CPA) or other business-related experience; and/or (b) have substantial education and demonstrated managerial experience [of no less than five years] in one or more of the following areas: investment banking, investment brokerage and sales, investment management, financial management and planning, or commercial banking. The City Council shall endeavor to ensure that there is at least one citizen representative that meets the qualifications of criteria (a) above, and one citizen representative that meets the qualifications of criteria (b) above. No member of the Committee shall be financially interested in any contract, or otherwise conduct any business with any member of the City Council, the City Manager, the Finance Director, the City Treasurer, or the City or any of its agencies, either on an individual basis or as a partner, major shareholder, member, or employee of any firm.

- Purpose: The primary purpose of the Committee is to assist the City Council in discharging its responsibility for the overall stewardship of the City's financial affairs, including determining that the City's investments are consistent with the City's investment policy's principal objectives of safety first, liquidity second, and total rate of return third.
- Duties: The Investment and Audit Committee reports to and acts as an advisory body to the City Council, and is to augment management's accountability to the City Council. The Committee shall act solely as an advisory body and shall not exercise decision-making authority, nor shall it be involved in day-to-day financial and accounting operations of the City. The Committee shall not make, or direct City staff to make, any particular investment, purchase any particular investment products, or do business with any particular investment companies, brokers, or advisors.
- Its duties shall consist of the following:
  - Select the independent financial auditor for the financial statement audit;
  - Monitor the progress and evaluate the results of the financial statement audit;
  - Ensure the prompt and effective remedy of any control weaknesses and legal compliance violations identified in the course of the financial statement audit;
  - Serve as a direct communications link between the City Council and the independent auditor;
  - Monitor the adequacy of the City's internal control structure on an ongoing basis, such as cash disbursements, cash receipting, treasury transactions, etc., as examined by the internal audit function and the independent financial auditor;
  - Review results of contract compliance audits and financial statement reviews conducted by the City's internal audit function, such as trash contracts, internal controls, and revenue audits;
  - Review results of compliance audits and reviews conducted by outside agencies, such as Department of Transportation grants, M2

- funds for the Senior Mobility program and the Ground Emergency Medical Transport (GEMT) supplemental reimbursement program;
    - Review the City's Investment Policy annually and recommend revisions as necessary;
    - Review the Treasurer's Report as defined by the State of California Government Code Section 53646 to ensure conformance with the City's Statement of Investment Policy and review related factors such as risk, diversification, and maturity;
    - Provide advice regarding potential investment, potential investment strategies, and suitability of pools such as the Local Agency Investment Fund (LAIF);
    - Provide written recommendations to the City Council;
    - Maintain minutes of the Committee proceedings and report to the City Council quarterly.
  - Compensation: None.
  - Meetings: The Committee will meet at least once each quarter and shall hold other meetings on an as needed basis. Meetings will be conducted in compliance with the Brown Act. Meeting days and times shall be established by separate Resolution of the City Council.

#### **4. Park Planning and Community Events Commission**

- Number: The Commission shall consist of seven members.
- Qualifications: Members shall have their primary residence in the City. Committee members shall have knowledge of sports complexes and/or park development, and knowledge of City-sponsored events.
- Duties: Duties are set forth in Chapter 2.60 of the Orange Municipal Code.
- Compensation: None.

#### **5. Planning Commission**

- Number: The Commission shall consist of five members.
- Qualifications: Members shall have their primary residence in the City. Members shall have general knowledge of land use and development.
- Purpose: As set forth in Section 17.08.020.B
- Duties: Duties are set forth in Section 17.08.020 of the Orange Municipal Code.
- Compensation: As determined by Resolution of the City Council.

#### **6. Traffic Commission**

- Number: The Commission shall consist of five members.
- Qualifications: The Commission members shall have their primary residence in the City. One member shall be submitted to the Mayor for appointment by the Orange Unified School District. The Chief of Police or designee and the City Traffic Engineer or designee, shall be non-voting members of the Commission.
- Duties: Duties are set forth in Chapter 10.06 of the Orange Municipal Code.
- Compensation: None.



# Agenda Item

## City Council

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**Item #:** 7.1.

**8/9/2022**

**File #:** 22-0446

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

**FROM:** Rob Houston, City Manager

### **1. SUBJECT**

Request for Proposal No. 22-23.06 for grant writing and legislative advocacy services.

### **2. SUMMARY**

A Request for Proposal to contract with a firm or firms to provide grant writing and legislative advocacy services to the City.

### **3. RECOMMENDED ACTION**

Approve Request for Proposal No. 22-23.06 for grant writing and legislative advocacy services.

### **4. FISCAL IMPACT**

None.

### **5. STRATEGIC PLAN GOALS**

Goal 2: Be a fiscally healthy community

b: Analyze future fiscal needs and potential revenue opportunities.

### **6. DISCUSSION AND BACKGROUND**

Every year, the state and federal governments consider dozens of bills that directly affect the City of Orange. These bills have a range of effects including proscribing local authority, imposing unfunded mandates, providing grant funds to achieve policy goals, and changing regulations. While the City has been successful in receiving regional, state and federal grants in the past, there are numerous grants that the City may be unaware of or that require significant staff time to prepare and manage.

The City has historically tracked legislative activities and responded to grant opportunities internally. In August 2021, the City Council directed staff to join the League of California Cities (League) and the Southern California Association of Governments (SCAG). These two organizations provide extensive resources to track and analyze legislation, advocate on behalf of cities and the region, and alert us to grant opportunities.

In addition to membership in the League and SCAG, most Orange County cities also contract with firms for professional support with legislative advocacy and grant writing. These services augment existing staff resources to ensure that the City effectively communicates its legislative priorities and pursues grant funding. These services generally fall into three categories:

- State Advocacy
  - Create the City's Legislative Platform
  - Attend hearings and coordinate meetings
  - Provide reports on legislation status
  - Advocate for the City's position on legislation and regulatory issues
- Federal Advocacy
  - Same as State Advocacy, but at the federal level
- Grant Writing
  - Identify priority funding areas
  - Identify funding opportunities at the federal, state, foundation, and regional level
  - Provide grant writing and submission services
  - Manage grants awarded to the City as needed

There are firms that provide all three of these services and others that specialize in just one of them. Depending on the City's needs and scope of services, the cost can be a flat monthly rate, or services provided on an as-needed basis with negotiated rates for staff and other costs.

### **Request for Proposal**

At its meeting on July 12, 2022, the City Council directed staff to develop a Request for Proposal (RFP) for these services. The RFP process allows staff to evaluate the potential service providers and present a recommendation for City Council consideration. The proposed RFP includes three components: state advocacy, federal advocacy, and grant writing services. Respondents may submit a proposal for one, two, or three components, and each component will be evaluated separately. The RFP requires that the cost proposal be a monthly retainer fee however, there is flexibility to propose additional services, and staff is in discussions with potential vendors to see if they would be open to charging for services on an hourly basis.

As part of the process of preparing the RFP, staff reached out to other Orange County cities to learn more about their experience with legislative advocacy and grant writing services. Those cities that contract for these services report that their experience is overwhelmingly positive, and that the services are a cost-effective way to provide expert support in these two areas. Cities typically pay a set monthly cost for the services provided, although the proposed RFP allows firms to list possible additional services on an as-needed basis.

Staff also inquired about how other cities manage these consultant services. All the contacted cities report that they are managed by an employee in the City Manager's Office as one of their duties. Depending on the size of the city and the scope of the legislative and grant writing program, the assigned staff member spends approximately 20%-30% of their time managing these programs.

Staff recommends approving the RFP to solicit proposals for legislative advocacy and grant writing services. If approved, the proposed timeline would allow for staff to present a recommendation at the October 11, 2022 City Council meeting.

## 7. ATTACHMENT

- Request for Proposal No. 22-23.06



# Agenda Item

## City Council

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**Item #:** 7.1.

**8/9/2022**

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Staff also inquired about how other cities manage these consultant services. All the contacted cities report that they are managed by an employee in the City Manager's Office as one of their duties. Depending on the size of the city and the scope of the legislative and grant writing program, the assigned staff member spends approximately 20%-30% of their time managing these programs.

Staff recommends approving the RFP to solicit proposals for legislative advocacy and grant writing services. If approved, the proposed timeline would allow for staff to present a recommendation at the October 11, 2022 City Council meeting.



## 7. ATTACHMENT

- Request for Proposal No. 22-23.06



## **CITY OF ORANGE**

### **REQUEST FOR PROPOSAL NO. 22-23.06**

The City of Orange is soliciting qualified firms to provide Legislative Advocacy and Grant Writing Services.

This Request for Proposal is set out in the following format:

- SECTION I - Introduction and Proposed Time Schedule
- SECTION II - Proposal Response Requirements
- SECTION III - Scope of Work and Cost of Proposal
- EXHIBIT A - About the City of Orange
- EXHIBIT B - Form of Professional Services Agreement

**Proposals are due by September 12, 2022 at 5 P.M. PDT;**

Proposing firms shall send responses via two separate emails to Aaron Schulze, Senior Assistant to the City Manager at [aschulze@cityoforange.org](mailto:aschulze@cityoforange.org) by 5:00 PM on September 12, 2022. One email shall contain the general response to the RFP and the second email shall contain the cost proposal. Proposals received after 5:00 PM on September 12 will not be accepted.

Questions may be sent via email no later than September 5, 2022 to [aschulze@cityoforange.org](mailto:aschulze@cityoforange.org). Answers to any questions received will be sent via email to all proposing firms.

## **TABLE OF CONTENTS**

### **SECTION I: INTRODUCTION AND PROPOSED TIME SCHEDULE**

- A. Introduction
- B. Proposed Time Schedule

### **SECTION II: PROPOSAL RESPONSE REQUIREMENTS**

- A. Email 1: General Response to RFP
- B. Email 2: Cost Proposal

### **SECTION III: SCOPE OF WORK AND COST OF PROPOSAL**

- A. State Legislative Advocacy
- B. Federal Legislative Advocacy
- C. Grant Writing
- D. Cost of Proposal

### **EXHIBIT A: ABOUT THE CITY OF ORANGE**

### **EXHIBIT B: FORM OF PROFESSIONAL SERVICES AGREEMENT**

# **SECTION I**

## **INTRODUCTION**

### **AND**

## **PROPOSED TIME SCHEDULE**

**RFP NO. 22-23.06**

## SECTION I: INTRODUCTION AND PROPOSED TIME SCHEDULE

### A. Introduction

The City seeks a qualified firm or firms to provide 1) State Legislative Advocacy 2) Federal Legislative Advocacy, and 3) Grant Writing services. Grant Writing services are desired for regional, state and federal opportunities. Firms are encouraged to submit proposals for one, two, or three of the components of this RFP, and each component will be evaluated separately.

**Legislative Advocacy:** The City seeks to augment its advocacy efforts at the state and federal level. The selected firm will assist in drafting the City's Legislative Platform, work with the City on goals and priorities for the legislative session, track and advocate for bills of interests to the City, and provide regular updates on relevant state and federal activities. The selected firm will facilitate meetings for staff and elected officials, create briefing materials, and be prepared to give verbal updates in public or internal meetings.

**Grant Writing:** The City seeks to augment existing revenue sources with grants for City needs and priorities. The selected firm will make the City aware of grant opportunities and develop professional grant proposals packaged for funding opportunities including, but not limited to, federal, state, foundation, agencies and organizations that support the City's funding needs and priorities. The selected firm will manage grants that have been awarded as needed.

The selected firm or firms will work with the City Manager's Office to implement the Scope of Work listed in Section III.

### B. Proposed Time Schedule

Activity	Date
Initial distribution of RFP package	August 12, 2022
Proposal closing date and time	September 12, 2022 5:00 P.M. PDT
Interview of top vendors	September 26, 2022
Recommendation and selection of firm(s)	October 3, 2022
City Council approval	October 11, 2022
Anticipated execution of Agreement	October 12, 2022

## **SECTION II**

# **PROPOSAL RESPONSE REQUIREMENTS**

**RFP NO. 22-23.06**

## SECTION II: PROPOSAL RESPONSE REQUIREMENTS

Each proposing firm shall organize their proposal as follows, in **two separate emails**. Attachments shall be in PDF format.

### A. Email 1: General Response to RFP

This email shall contain a written description of the following:

Introductory cover letter

- Name and email address of the primary contact for future communications during the RFP process
- Identification of which component(s) the proposal is addressing (State Legislative Advocacy, Federal Legislative Advocacy, and/or Grant Writing)
- Identification of the key member of the firm who would have primary responsibility for delivering services to the City
- Relevant experience and qualifications, including education, of personnel who would be involved in providing services to the City
- If a sub-consultant is proposed, two to three similar qualifications and references should be provided for the sub-consultant
- List of past and current clients with similar service needs

Proposed scope of work for Legislative Advocacy and Grant Writing services.

Examples of work products related to the requirements of this RFP, including:

- Legislative advocacy
- Legislative platforms
- Bill tracking
- General updates on issues and activities
- Grant writing
- Grant packages and/or grant opportunities
- Grant tracking

Three professional references, including contact information (phone and email).

Conflict of Interest Statement. A proposing firm must disclose any conflicts of interest. A conflict of interest is defined as any proposer firm or principal of the firm having a known financial interest in connection with a member of the governing body of the City of Orange.

Acknowledgement that the firm will execute the attached Professional Services Agreement ("PSA"). Identify with specificity any exceptions and proposed revisions to the PSA required if the firm is selected.

### B. Email 2: Cost Proposal

This email shall contain a written description of the following, with separate descriptions for each component if submitting proposals for multiple components:

- Fees for all services to be provided on a monthly retainer basis, to include sub-consultants, travel, and expenses.
- The terms of payment (milestone dates for fixed fees, frequency of invoices and due dates, etc.)
- Proposal may include “additional” service costs that are listed as optional within this RFP or not expressly listed. Must be a separate line item.



## **SECTION III**

# **SCOPE OF WORK AND COST OF PROPOSAL**

**RFP NO. 22-23.06**

## **SECTION III - SCOPE OF WORK**

### **A. STATE LEGISLATIVE ADVOCACY (Component 1)**

1. Work with the City Council, the City Manager, and key staff to discuss goals, objectives, opportunities, and priorities.
2. Maintain a working relationship with the City's legislative delegation.
3. Work effectively at the Sacramento-level with the Governor's office and various state departments.
4. Demonstrate an extensive knowledge of state laws, regulations and issues impacting the City.
5. On an annual basis, work with the City to update its Legislative Platform to look at upcoming legislative trends.
6. Undertake advocacy, including strategy development and all related activities to attain the objectives of the City. Related activities include policy analysis, drafting legislation, meeting with legislators and staff, obtaining sponsor(s) for legislation, drafting legislative amendments, coordinating testimony at legislative hearings and administrative agencies, attending meetings, organizing advocacy trips, and otherwise representing the City's positions.
7. Review all proposed, introduced, and amended legislation and administrative rules and regulations, to determine and provide analysis as appropriate on their impact on the City and recommend positions to be taken on the legislation and administrative rules and regulations.
8. Provide monthly electronic reports on status of legislation and other related matters such as bill language and committee analysis, an annual report giving an overview of approved legislation and final administrative rules and regulations and a forecast of important issues in the upcoming year.
9. Coordinate and cooperate with the League of California Cities, Association of California Cities – Orange County and other organizations, municipalities, companies and firms having similar legislative objectives as the City. Where appropriate, advocate positions on legislation and work to secure language in law that will advance the City's interests.
10. Regularly communicate with the City to assess legislative options, analyze legislation and discuss policy objectives including review and input into the City's legislative policy guide. Present legislative issues to the full City Council as needed/upon request.
11. Participate in regular informational, planning and coordination meetings with City staff as needed. Assist City Management and City Council during visits to Sacramento on official business.
12. Undertake advocacy on technical matters, compliance reporting and associated activities.
13. Prepare and file all applicable Fair Political Practices Commission lobbying documents and reports within all applicable deadlines, per the

provisions of the Political Reform Act of 1974 as amended. Provide the City notification of any changes or modifications that may be pertinent.

**B. FEDERAL LEGISLATIVE ADVOCACY (Component 2)**

1. Work with the City Council, the City Manager, and key staff to discuss goals, objectives, opportunities, and priorities.
2. Maintain a working relationship with the City's legislative delegation.
3. Work effectively at the federal level with various federal departments.
4. Demonstrate an extensive knowledge of federal laws, regulations and issues impacting the City.
5. On an annual basis, work with the City to update its Legislative Platform to look at upcoming legislative trends.
6. Undertake advocacy, including strategy development and all related activities to attain the objectives of the City. Related activities include policy analysis, drafting legislation, meeting with legislators and staff, obtaining sponsor(s) for legislation, drafting legislative amendments, coordinating testimony at legislative hearings and administrative agencies, attending meetings, organizing advocacy trips, and otherwise representing the City's positions.
7. Review all proposed, introduced, and amended legislation and administrative rules and regulations, to determine and provide analysis as appropriate on their impact on the City and recommend positions to be taken on the legislation and administrative rules and regulations.
8. Provide monthly electronic reports on status of legislation and other related matters such as bill language and committee analysis, an annual report giving an overview of approved legislation and final administrative rules and regulations and a forecast of important issues in the upcoming year.
9. Coordinate and cooperate with the League of California Cities, Association of California Cities – Orange County and other organizations, municipalities, companies and firms having similar legislative objectives as the City. Where appropriate, advocate positions on legislation and work to secure language in law that will advance the City's interests.
10. Regularly communicate with the City to assess legislative options, analyze legislation and discuss policy objectives including review and input into the City's legislative policy guide. Present legislative issues to the full City Council as needed/upon request.
11. Participate in regular informational, planning and coordination meetings with City staff as needed. Assist City Management and City Council during visits to Washington D.C. on official business.
12. Undertake advocacy on technical matters, compliance reporting and associated activities.
13. Prepare and file all applicable Fair Political Practices Commission lobbying documents and reports within all applicable deadlines, per the provisions of the Political Reform Act of 1974 as amended. Provide the

City notification of any changes or modifications that may be pertinent.

**C. GRANT WRITING (Component 3)**

1. Work with City staff to facilitate meetings with City departments to assess the validity of current funding priority areas, identify changes in funding priority areas, and identify new priority areas for possible funding.
2. Conduct research to identify grant resources including, but not limited to, federal, state, foundation, agencies and organizations that support the City's funding needs and priorities (emphasizing grants which require no "matching" funds), including, but not limited to:
  - a. Infrastructure and park development/maintenance
  - b. Public safety
  - c. Economic development
  - d. Housing and housing programs
  - e. Technology
  - f. Parks and recreation programs
  - g. Multimodal transportation
  - h. Workforce development
  - i. Records management
  - j. Senior, family, and youth programs
  - k. Energy, efficiency and sustainability
  - l. Historic building maintenance and reuse
3. Provide general grant proposal writing services associated with the completion of grant applications on behalf of the City, including the preparation of funding abstracts and production and submittal of applications to funding sources. Provide a copy of each grant application package submitted for funding, in its entirety, to the City.
4. Submit monthly reports to the City summarizing the amount of time expended, describe activities undertaken during the previous month, and status of those activities.
5. Manage grants awarded to the City as needed.

**D. COST OF PROPOSAL**

- Include fees for all services to be provided on a monthly retainer basis, to include sub-consultants, travel, and expenses.
- State the terms of payment (milestone dates for fixed fees, frequency of invoices and due dates, etc.)
- Proposal may include "additional" service costs that are listed as optional within this RFP or not expressly listed. Must be a separate line item.
- Costs should be provided separately for each component, if submitting proposals for multiple components.

**EXHIBIT A**

**ABOUT THE CITY OF ORANGE**

**RFP NO. 22-23.06**

## **EXHIBIT A – ABOUT THE CITY OF ORANGE**

### **CITY OVERVIEW**

The City of Orange, with a population of approximately 140,000, is situated in Central Orange County, approximately 32 miles southeast of Los Angeles. The City's land area is 24 square miles.

The City of Orange was incorporated in 1888 under the general laws of the State of California. However, Orange dates back to 1869 when Alfred Chapman and Andrew Glassell, both lawyers, accepted 1,385 acres of land from the Rancho Santiago de Santa Ana as legal fees. Soon thereafter, the men laid out a one square mile town with ten-acre farm lots surrounding a forty acre central town site. The center of the town site became known as the Plaza which has become the symbol of the community. Today, the Plaza and the majority of the original one square mile town site contain many homes and buildings dating to the early days of the City and the site is registered on the National Register of Historic Places.

Under a council-manager form of government, a mayor is elected every two years and six council members are elected from districts to four-year terms alternating on a two-year basis. The City Manager, who is the administrative official of the City, is appointed by the City Council.

The City provides a full range of services for its citizens. These services include police, fire, paramedic, emergency transportation, library, recreation and parks, planning and development, street improvements and lighting, and general administration. The City also operates a water utility and through third-party contracts, operates a senior citizen center and provides solid waste collection services.

**EXHIBIT B**

**FORM OF PROFESSIONAL SERVICES  
AGREEMENT**

**PROFESSIONAL SERVICES AGREEMENT**  
**[/Insert type of service/ Services]**

**THIS PROFESSIONAL SERVICES AGREEMENT** (the "Agreement") is made at Orange, California, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date") by and between the CITY OF ORANGE, a municipal corporation ("City"), and **[insert legal name of Contractor]**, a **[insert the type of entity]** ("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.

**[Optional Provision:] [Insert Name and Position]** ("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 **[insert amount]** DOLLARS and **[##]/100 (\$[insert amount])** 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. **[Alternative Provisions – choose one:]** [(1) City will pay Contractor the amount invoiced within thirty (30) days after the approval of the invoice.] [(2) City will pay Contractor the amount invoiced within thirty (30) days, but may withhold 10% of any invoice until all work is completed, which sum shall be paid within thirty (30) days of completion of the work and receipt of all deliverables.] [(3) City will pay Contractor the amount invoiced, but in no event shall pay more than 50% of the not to exceed price until all work is completed.] [(4) City will pay Contractor the amount invoiced within thirty (30) days of receipt of all deliverables.]

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

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

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

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

limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

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

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

9. **Assignment or Subcontracting.** No assignment or subcontracting by Contractor of any part of this Agreement or of funds to be received under this Agreement shall be of any force or effect unless the assignment has the prior written approval of City. City may terminate this Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or his/her designee.

10. **Time of Completion.** Except as otherwise specified in Exhibit "A," Contractor shall commence the work provided for in this Agreement within five (5) days of the Effective Date of this Agreement and diligently prosecute completion of the work **[Alternative Provisions – choose one:]** [(1) within **[insert number]** (##) calendar days from such date ]; [(2) 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. **[Optional Provision or "Reserved"] Liquidated Damages.** Contractor shall pay City, or have withheld from monies due it, as liquidated damages, the sum of **[insert amount]** Dollars (\$**[insert amount]**) per day for each and every calendar day delay in finishing the work within the time specified, including any written extensions which may be granted, in writing, in accordance with this Agreement.

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. **[Optional provision:** 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. [Optional Provision for agreements requiring professional liability insurance or "Reserved":]** To the fullest extent permitted by law, and as limited by California Civil Code 2782.8, Contractor agrees to indemnify and hold Indemnitees harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property to the extent caused by its negligent professional act or omission in the performance of professional services pursuant to this Agreement.

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

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

## **18. Insurance.**

**a.** Contractor shall carry workers' compensation insurance as required by law 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. **[Optional provision or “Reserved”:]** 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](http://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”

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn.: \_\_\_\_\_

City of Orange  
300 E. Chapman Avenue  
Orange, CA 92866-1591  
Attn.: \_\_\_\_\_

Telephone:  
E-Mail:

Telephone:  
E-Mail:

**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”**

**[Insert name of contractor.]**

CITY OF ORANGE, a municipal corporation

\*By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

**[Insert “Rob Houston, City Manager” if Contract does not require Council approval or “Mark A. Murphy, Mayor” if Contract requires Council approval.]**

\*By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Pamela Coleman, City Clerk **[This attestation provision need only be included when the Mayor signs the Contract.]**

APPROVED AS TO FORM:

\_\_\_\_\_  
(Senior/Assistant) City Attorney

- \*NOTE:** City requires the following signature(s) on behalf of the Contractor:
- (1) the Chairman of the Board, the President or a Vice-President, **AND** (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. **OR**
  - The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to City.

**EXHIBIT “A”**

**SCOPE OF SERVICES**

[Beneath this sheet.]



# Agenda Item

## City Council

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**Item #:** 7.2.

**8/9/2022**

**File #:** 22-0452

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

**THRU:** Rob Houston, City Manager

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

### **1. SUBJECT**

Review of City's Neighborhood Permit Parking Program policy

### **2. SUMMARY**

The City's Neighborhood Permit Parking Program (NPPP) was first established in 1987 to provide a mechanism for combating parking intrusion on residential streets. Since then, it has been amended several times, most recently in 2015, to align with the City's evolving goals. In response to recent increases in permit parking inquiries staff was directed to review the NPPP and identify areas of potential change.

### **3. RECOMMENDED ACTION**

Approve the proposed updates to the Neighborhood Permit Parking Program policy and implementation updates, dated August 9, 2022.

### **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.

### **6. DISCUSSION AND BACKGROUND**

#### **Permit Parking Program Background**

Established in 1987 and periodically amended since, the City's Neighborhood Permit Parking Program (NPPP) is designed to mitigate the intrusion of non-residential, e.g., university, commercial, and industrial, parking demands on residential streets. In doing so, the program strives to provide local residents and their guests with access to on-street parking within reasonable proximity of their homes. The NPPP currently includes 25 "lettered" permit parking areas, the first of which is designated Area "A" and comprises an area within and around Chapman University, as shown on the Attachment. The remainder of the city falls outside of Area "A". This distinction is important since permit parking requests within Area "A" are currently processed in a unique manner.

#### **Current Permit Parking Policy**

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**Area “A” Procedures and Implementation Criteria**

Area “A” was first established in 1987, and subsequently expanded in 2001, to prevent Chapman University student parking from encroaching onto residential streets in high parking demand areas of Old Towne. Based on stakeholder input and staff observations at the time of its establishment, it was presumed that parking intrusion exists within its boundaries. But, because the intrusion potential and tolerance levels vary between the many streets within the area, the intent was that each street within the area’s boundary could request activation of permit parking on a case-by-case basis, if and when parking conditions deteriorate to unacceptable levels. Effectively, the Area “A” policy recognizes the inherent and potential need for permit parking around Chapman University, and provides for a streamlined implementation process.

Activating permit parking in Area “A”, involves the following key components:

1. No application fee  
(Note: originally established without a fee, a \$400 fee was subsequently assessed and paid by Chapman University on behalf of all future applicants. When Area “A” was expanded in 2001, the City Council waived the application fee for the expanded area.)
2. No parking study (minimum occupancy or utilization)
3. Petition showing 55% support of affected street(s.)

If the above criteria are satisfied, the request is presented to City Traffic Commission (CTC) for approval and City Council for final approval.

**Non-Area “A” Procedures and Implementation Criteria**

Each of the other subsequently approved permit parking areas (currently Areas “B” through “Y”) are created using a different procedure. Rather than establishing predefined boundaries and allowing those within to “opt in” at their discretion, each individual request is processed and evaluated for necessity (based on a parking study) on a case-by-case basis, with residents initiating a request for their street/neighborhood, and Traffic Engineering staff establishing a study area based on engineering judgement. The limits of the study area might then be further refined based on the result of the petition process or City Traffic Commission/Council direction and, if approved, each study area becomes a stand-alone lettered Permit Parking Area.

Implementation procedures outside of Area A are delineated in the city’s NPPP implementation policy. The policy was most recently amended by City Council in 2015 and attached for reference. Key components of that policy involve the following requirements for establishing a new permit parking area:

1. Application fee be paid (\$4,900)
2. Parking Study be conducted and the affected street(s) experience at least 75% occupancy.

3. 75% petition support.

As is the case with Area “A”, all requests meeting the City’s criteria will be presented to both the CTC and City Council for approval.

### **Concerns Over Current Policy**

Since the NPPP’s inception, the program has evolved through several policy changes, each reflective of the city’s needs and priorities at the time. With the last change occurring seven years ago, it was requested that staff review the current policy to identify potential adjustments for improving the program while addressing several key concerns.

1. Program accessibility and appropriateness of the existing application fee. The existing fee level, while based on previous direction to achieve cost recovery, is among the highest of area cities and appears to be an obstacle for some neighborhoods.
2. Reducing impacts of permit parking upon adjacent areas. Permit parking inherently redistributes parking demand, but the magnitude and direction of potential parking displacement can be difficult to anticipate. While staff always considers the possibility of such impacts in establishing a study area, it is difficult to capture all streets/blocks that might be affected without significantly expanding it. However, doing so would increase the likelihood that the parking occupancy in the study area falls below the necessary threshold. Conversely, if the study area were too small, it increases the chance that any parking problem would shift.

Presented below are recommended NPPP policy changes that are intended to address concerns. When considering them individually or in combination, it is important to recognize that the NPPP’s character can be quite sensitive to adjusting the values described below. Moreover, it is also critical to recognize the limitations of permit parking as a mechanism for parking mediation, and that the NPPP cannot address every individual scenario (should be designed for the “rule” and not the “exception”).

### **Proposed Policy Changes**

#### **1. Application Fee**

The fee achieves several objectives, including cost recovery of staff time; reducing frequency of frivolous requests; and serving as a tool for applicants to build local consensus by soliciting contributions. Lowering the fee can increase access to the program but adopting one too low can increase the volume of requests, which may or may not have merit, and staff time needed to administer the program, which the city has experienced in the past.

The existing fee is set at \$4,900, which may be paid in 2 installments (\$1,500 to initiate the parking study + \$3,400 to continue with the process, assuming parking study requirements are satisfied.) As mentioned above, our fee is considerably higher than that of nearby cities, many of which charge between \$0 and \$500. To increase accessibility but avoid frivolous requests, a

\$1,000 application fee is proposed. The applicant would have the option of paying half of the fee up front, with the balance being provided at the conclusion of the parking study.

## **2. Parking Study:**

The intent of the parking study is to determine whether, and to what degree, a definable and correctable parking problem exists. It also helps to assess whether benefits to one area outweigh potential impacts to another. Currently, 75% occupancy (utilization) is required to implement permit parking. Adjusting this percentage could impact the number of qualifying streets. Also, to make a determination, staff conducts a number of observations, often visiting the study area six to eight times with the goal of collecting reliable data that can benefit the applicant.

Staff recommends maintaining the 75% occupancy threshold but explicitly limiting the number of observations to three. Maintaining the 75% occupancy would ensure that permit parking continue to be considered only on streets on which a significant parking problem exists. However, limiting the number of observations would reduce the staff time needed to process requests, offsetting the fee reduction and decreasing the time needed to process the request.

## **3. Petition**

Staff believes the current petition requirements are appropriate and recommends no change.

## **4. Establishment of Areas**

Outside of Area “A”, the city currently considers requests on a street-by-street basis, with a minimum of one “block”. To address the potential concern with spillover and streamline the process for responding to such concerns, staff recommends two changes to how permit areas are established:

- i. Create a number of city-defined permit parking zones in areas with high parking demand potential that residents can opt into, similar to Area “A”. These zones would be along commercial corridors or other areas with a documented history/clear source of parking intrusion. Staff recommends that all city-defined zones have the same implementation criteria as Area “A”: there would be no application fee, no parking study, and a 55% petition support rate. If this change is approved, staff would present a subsequent report to the City Council, recommending parking zones for adoption.
- ii. Outside of any city-defined permit parking area, if within one year of implementing a new permit parking area there is spillover onto adjacent and abutting streets, allow requests to expand that area to the affected streets. Such requests would be exempt from the application fee but would need to meet the parking study and petition requirements.

## **Summary**

Staff believes the above NPPP modifications would achieve the goal of improving program accessibility while giving residents streamlined permit parking options in impacted areas.

## **7. ATTACHMENTS**

- NPPP Policy Update 2022



# Agenda Item

## City Council

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**Item #:** 7.2.

**8/9/2022**

**File #:** 22-0452

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**THRU:** Rob Houston, City Manager

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

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### **3. RECOMMENDED ACTION**

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### **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.

### **6. DISCUSSION AND BACKGROUND**

#### **Permit Parking Program Background**

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### **Concerns Over Current Policy**

Since the NPPP’s inception, the program has evolved through several policy changes, each reflective of the city’s needs and priorities at the time. With the last change occurring seven years ago, it was requested that staff review the current policy to identify potential adjustments for improving the program while addressing several key concerns.

1. Program accessibility and appropriateness of the existing application fee. The existing fee level, while based on previous direction to achieve cost recovery, is among the highest of area cities and appears to be an obstacle for some neighborhoods.
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## **Summary**

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## **7. ATTACHMENTS**

- NPPP Policy Update 2022

# NEIGHBORHOOD PARKING PERMIT PROGRAM

## IMPLEMENTATION POLICY

APPROVED BY CITY COUNCIL

~~July 14, 2015~~ August 9, 2022

Note: The Neighborhood Parking Permit Policy below does not apply to area "A" or other city-defined permit parking areas.

- The program to mitigate the intrusion of college-oriented, commercial, institutional, multi-family residential (more than two units) or other long-term vehicular parking on streets in residential areas to assure that local residents and their guests have convenient parking on streets in proximity to their homes shall be referred to as the Neighborhood Parking Permit Program.
- Permit Parking shall only be permitted in single-family residential areas, where the problem is ongoing, and it is determined that the permit parking is the only solution. Only single-family residences and duplexes (two units on one lot) are qualified for this program.
- The Traffic Engineering Division shall determine the boundaries of the permit area for each request.
- Since Permit Parking Areas benefit certain residents, and not the general public, a "Permit Parking Program Application Fee" ~~\$1,000~~422 shall be paid by the proponent(s) of each new or additional permit area, for consideration of the implementation of permit parking. (This could also be implemented with a ~~\$500~~1500 deposit and an additional ~~\$500~~2622 when the petition is issued.) (Exception: If within one year of implementing a new permit parking area there is spillover onto adjacent streets(s), a property owner of the affected street(s) may request expansion of that permit parking area. This request shall be exempt from the application fee but would need to meet the need and parking study and petition requirements.)
- The neighborhood parking permit areas that are adjacent to a K-12 school shall not be enforced during the school A.M. drop-off (from 7:30 am to 8:30 am) and P.M. pick-up time (from 1:30 pm to 3:00 pm) on days school is in session.
- Implement restricted hours for permit parking enforcement on an as-needed basis to address Recreational Intrusions and Business Intrusions. The intent of this policy change is to maximize the benefits of permit parking to the applicant neighborhood while minimizing impacts to adjacent property use to balance parking need with quality of lifestyle.
  - Institutional Intrusions (Universities, hospitals) shall remain 24/7/365.
  - Recreational Intrusions (Parks, Schools and Sports Complexes) shall be enforced from 8:00 a.m. to 8:00 p.m. or as otherwise approved.

# NEIGHBORHOOD PARKING PERMIT PROGRAM

## IMPLEMENTATION POLICY

APPROVED BY CITY COUNCIL

~~July 14, 2015~~ August 9, 2022

- Business Intrusions (Commercial Businesses) shall be enforced Monday through Friday 7:00 a.m. to 5:00 p.m. or as otherwise approved.
- Implementation of Permit Parking Program areas will only be considered when the following are satisfied:
  1. The area must abut an institutional, residential apartment, commercial or industrial use which is generating the parking intrusion.
  2. A minimum of 75% of the area residents must sign the petition in favor.
  3. Any identified problem must be on-going, not occasional or temporary.
  4. To demonstrate a need, 75% of the available on-street space in a proposed permit area must be occupied during the perceived problem times. Staff, through consultation with the applicant, shall determine appropriate dates and times for conducting the parking occupancy study. Up to three observations may be performed, at the discretion of the Traffic Engineering Division
  5. Staff must see evidence that required off street parking is being utilized.
- Program shall not be approved to attempt to solve social problems that should be addressed through other means, such as Police or Code Enforcement.
- Program shall not be approved if the identified parking problems can be mitigated by less restrictive parking control measures. Council directs staff to identify the least restrictive permit hours to achieve the desired results.
- If recommended for approval by the City Traffic Commission, the Commission will direct the Traffic Engineering Division to prepare a resolution for adoption by the City Council.
- Number of permits per household (single family residence) shall be limited to 5 permits including guest permits. The total number of permits shall not exceed 5 per household. (Updated 6/12/18 per City Council)
- Number of permits for each unit of a duplex shall be limited to 2 permits (for registered vehicles only), plus 2 guest permits. The total of permits shall not exceed 4 permits per unit.

# NEIGHBORHOOD PARKING PERMIT PROGRAM

## IMPLEMENTATION POLICY

APPROVED BY CITY COUNCIL

~~July 14, 2015~~ August 9, 2022

- Permits cost \$30 per household and are valid for 3 years. Permits are non-transferable and are invalid if the registered permittee moves from the household. (Updated 6/12/18 per City Council)
- Single day event guest permit (up to maximum of 20) are available 4 times per year at no cost to a resident.
- To minimize sign pollution, permit parking area shall be identified by area posting wherever possible.
- The City Council may, at its discretion, create city-defined permit parking areas in locations with high parking demand potential that residents can opt into on a block-by-block basis, similar to Area "A". Requests in these areas shall be processed in a streamlined manner similar to Area "A" requests, with no application fee, no parking study, and minimum 55% support of the affected residents.

The City Manager/or his designee shall have the authority to suspend enforcement of neighborhood parking permit enforcement on a case by case basis for special requests.

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# Agenda Item

## City Council

Item #: 7.3.

8/9/2022

File #: 22-0469

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

**THRU:** Rob Houston, City Manager

**FROM:** Susan Galvan, Interim Community Development Director

### 1. SUBJECT

Discussion of North Tustin Street Specific Plan Options

### 2. SUMMARY

Based on the City Council's request, staff is returning to the City Council to receive direction on the North Tustin Street Specific Plan conceptual land use plan and the formation of an ad-hoc committee. Options are provided by staff.

### 3. RECOMMENDED ACTION

Provide direction to staff on the North Tustin Street Specific Plan conceptual land use with consideration of options provided by staff and consideration of City Council's request for the formation of an ad-hoc committee.

### 4. FISCAL IMPACT

None.

### 5. STRATEGIC PLAN GOALS

Goal 3: Enhance and promote quality of life in the community  
c: Support and enhance attractive, diverse living environments.

### 6. DISCUSSION AND BACKGROUND

Based on direction received from the City Council at their July 12, 2022 meeting, staff is returning for a discussion on the North Tustin Street Specific Plan (NTSSP) conceptual land use plan. Staff is providing a list of options for the plan relative to the inclusion of The Village Mall property. Additionally, should the Council wish to formulate a NTSSP Ad Hoc Committee, Attachment 1 includes the original land use proposal and existing zoning conditions for the north, central, and southern section of the plan area and Attachment 2 is a list of existing land uses allowed in various commercial zoning districts which can be used to assist in providing future direction to staff on desired land use designation and land uses for properties in the plan area.

#### Origin and Evolution of the North Tustin Street Specific Plan (NTSSP) Work Effort

The North Tustin Street was a corridor recognized by the Planning Division as warranting a



coordinated vision plan from the City to facilitate property reinvestment and redevelopment. The corridor lacks a specific vision; the land use mix is floundering; development lacks coordination; the right of way lacks coordinated landscaping, medians, and property access; and staff has been unable to convey clear guidance about particular land uses, building design, and site design to property owners wishing to reinvent their properties. Staff also identified the need for a City-guided plan, as opposed to piecemeal development projects, for cohesive redevelopment of the area given several recent property owner contacts with the City expressing a near-term redevelopment interest.

In 2019, staff identified grant funding opportunities (SB2 and LEAP) for the purpose of developing a Specific Plan to address the lack of a coordinated development structure along North Tustin Street. The need for a refreshed zoning in the corridor had been recognized for a number of years and the grant program provided an opportunity to fund this effort. Approximately \$500,000 of grant funds have been allocated to the preparation of the North Tustin Street Specific Plan (NTSSP) and associated Environmental Impact Report (EIR).

In the case of the NTSSP, the grant:

- Does not require the production of housing
- Does require a land use plan that provides for the *opportunity* for housing to be developed
- Does require a streamlined process for the entitlement of housing projects

The amount of housing, where it is located, what type, what income level, or what density or height is not specified and remains in control of the City and would be initiated by property owners in response to market forces.

To inform the planning process, at the beginning of the project, a land use market and fiscal analysis was prepared to better understand current land use economics along the corridor. The market analysis identified a sustainable mix of development and provided the basis for prospective buildout of the whole plan area representing the maximum potential. Realistically, because specific plan buildout would be dependent upon individual property owner/developer interest, change will be incremental over a long period of time, and likely fall below the maximum market potential. A maximum buildout projection was needed to incorporate transportation and infrastructure needs in the specific plan, and to evaluate potential environmental impacts in the project EIR.

### Community Outreach and NTSSP Objectives

To date, staff has conducted four community workshops, including the June 16, 2022, EIR Scoping Meeting. In addition to community workshops, staff conducted 11 one-on-one or group meetings with major land developers, property owners, and major business interests.

Based on the information gathered in the early workshop and stakeholder meetings, there is community consensus on key objectives, including:

- Define a strong corridor identity
- Create unique places
- Improve walkability

- Provide great community gathering spaces
- Organize vehicular access
- Support existing businesses
- Transition and connect to neighborhoods
- Prioritize public safety

### **Plan Options Going Forward**

At the City Council meeting on July 12, 2022, Council directed staff to identify the scope of work in removing The Village property from the NTSSP to retain its commercial zoning. The following are three feasible options that will accomplish this goal.

#### **Option 1: Remove Village at Orange from Specific Plan Boundaries**

The Village at Orange site could be entirely excluded from the specific plan planning area and retain its present commercial General Plan and Zoning designations. This would leave the site with the same development options it has today and leave the Commercial Tustin Redevelopment Area (C-TR) zoning in place. Allowed uses in this zoning can be viewed in Attachment 2.

#### **Option 2: Retain Village at Orange in the Specific Plan Boundaries with Strictly Commercial Zoning**

Leave the Village at Orange in the Specific Plan area but rather than establishing mixed-use zoning on the site, conduct additional discussion and public outreach to develop a community vision for this area that would be used to recommend appropriate zoning. The benefit of including the site in the Specific Plan area would be to enable the City to dis-allow uses currently allowed in commercial areas that would not be desired on the mall property and create a direction for future development. The Specific Plan document could then include a streamlined entitlement process for the types of commercial projects and uses desired in the area and facilitate development consistent with the City's economic objectives.

#### **Option 3: Retain Village at Orange in the Specific Plan Boundaries with Commercial Zoning and Incorporate a Mixed Use Overlay**

Option 3 offers a circumstance where the mall site would be zoned for tailored commercial uses and streamlined entitlement processes as described above, but could reserve the option for the City Council to approve development that included a residential component subject to significant public benefits through approval of a development agreement. This approach could allow the Council to retain control over the way the mall site redevelops, and to consider residential development on portions of the site that may not ultimately be viable retail locations. While a residential component may not be the immediately desired outcome, over time there may be a benefit to providing a means to accommodating limited residential uses without triggering the need for a General Plan Amendment and Zone Change.

The EIR for the specific plan could consider all of these scenarios. One would be reflected in the "preferred plan" while the rest could be evaluated in the Alternatives chapter of the EIR.

**NTSSP Ad Hoc Committee Options**

At their July 12, 2022 meeting the City Council also expressed interest in investigating a NTSSP Ad Hoc Committee. Should the Council proceed in this direction, staff has provided Attachment 1 for context purposes which includes six maps representing the north, central, and south sections of both the original land use proposal for the area and existing zoning complimented by a generic description of existing development in the area. Additionally, Attachment 2 includes a list of existing land uses allowed in various commercial districts. Together the attachments can be utilized by the Committee to further determine best land uses for the entirety of the corridor and provide direction to staff on desired land designations for properties in the plan area that best respond to the community.

The City Council may designate two or three Councilmembers to serve on a NTSSP Ad Hoc Committee which may conduct additional feedback sessions with the community, direct staff to provide, summarize, or gather any necessary information, and may make a recommendation to the City Council for implementing best practices in the plan as it proceeds. This process could serve to ensure stakeholders provide their vision of what uses they would like to see in the Specific Plan area.

**7. ATTACHMENTS**

- Attachment 1 - Original Proposal and Existing Conditions Map
- Attachment 2 - List of Land Uses Permitted in Various Commercial Zones



# Agenda Item

## City Council

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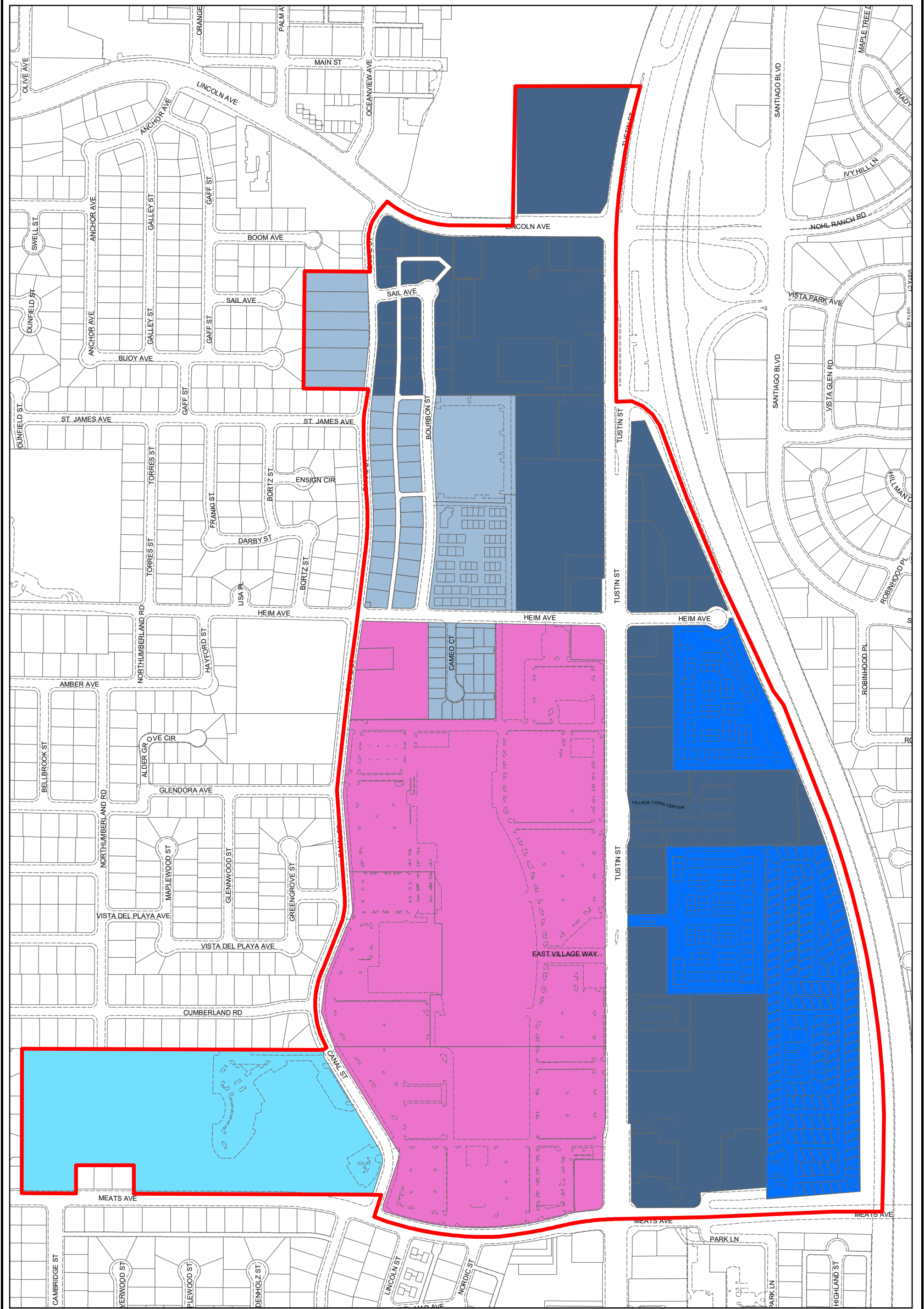
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





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**Legend**

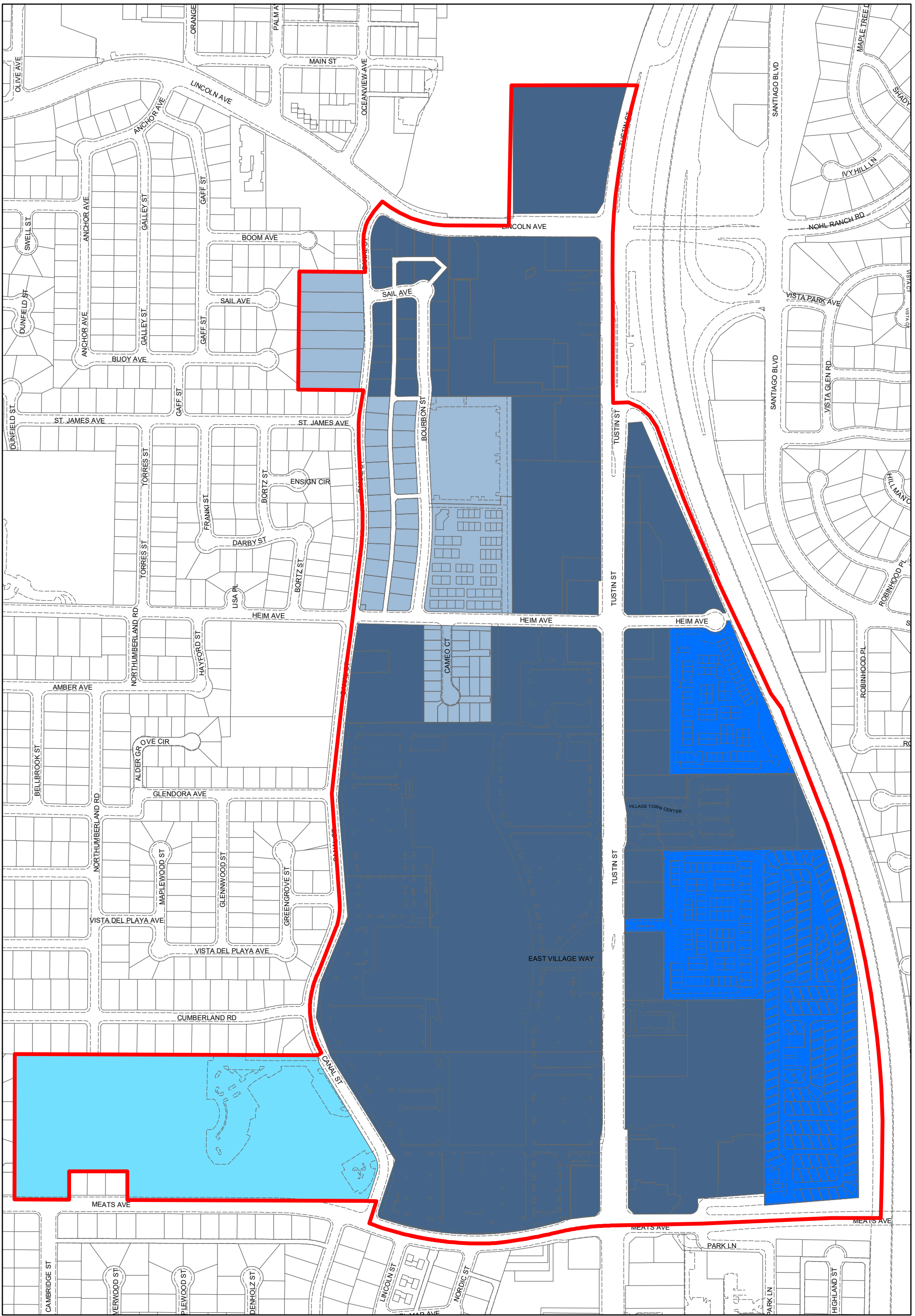
-  Area1
-  South Corridor Zone
-  P-I, Public Institution (see OMC Chapter 17.24)
-  R-4 (see OMC Chapter 17.14)
-  Village Commercial Zone
-  North Corridor Zone
-  Existing Zoning to remain Substantially Similar

# North Tustin Specific Plan







## "Area 1 Proposed with Village Site Remaining the Same"







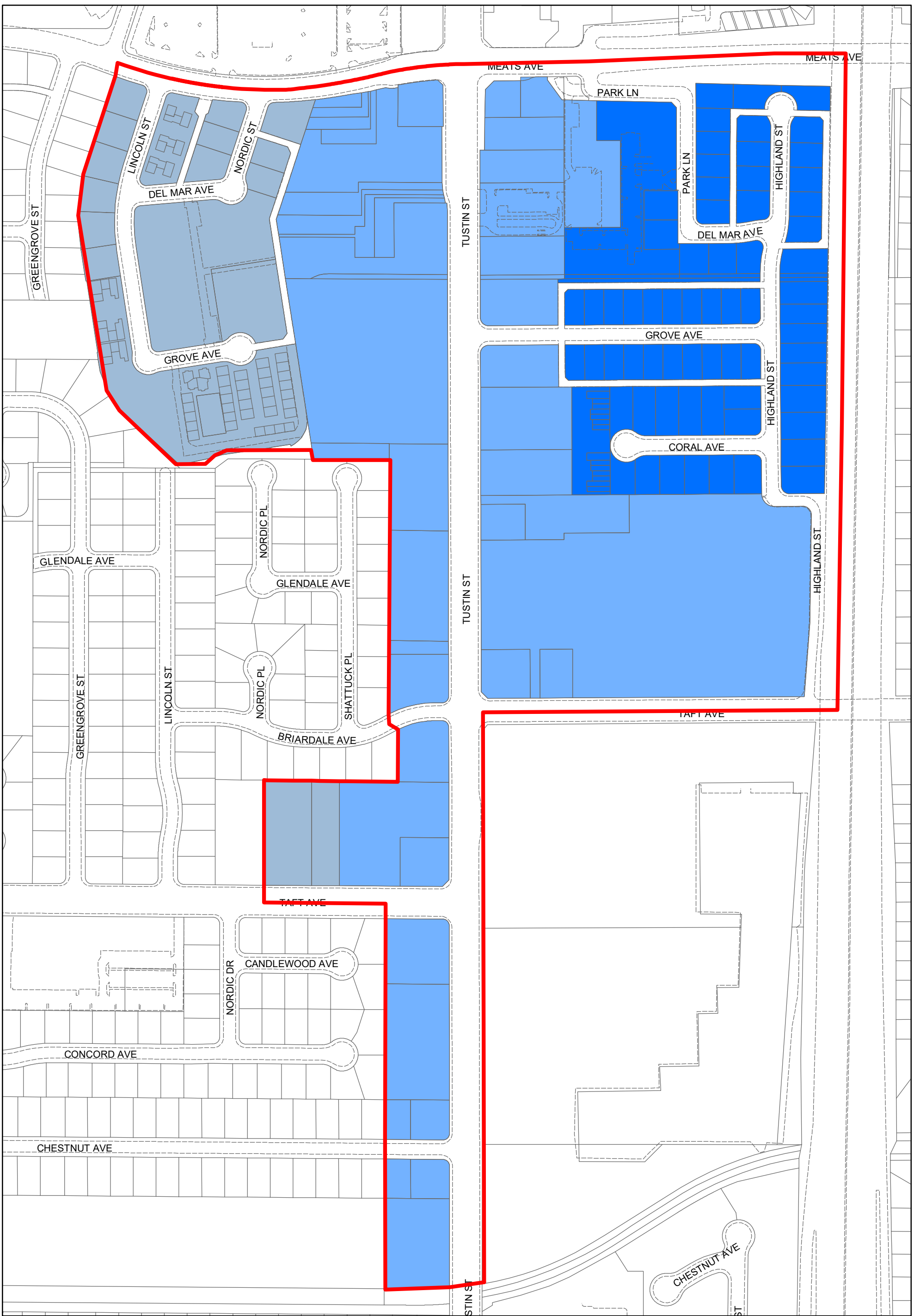
**Legend**

-  Area 1
-  South Corridor Zone
-  P-I, Public Institution (see OMC Chapter 17.24)
-  R-4 (see OMC Chapter 17.14)
-  North Corridor Zone
-  Existing Zoning to remain Substantially Similar

# North Tustin Specific Plan

## " Area 1 as Curently Proposed "



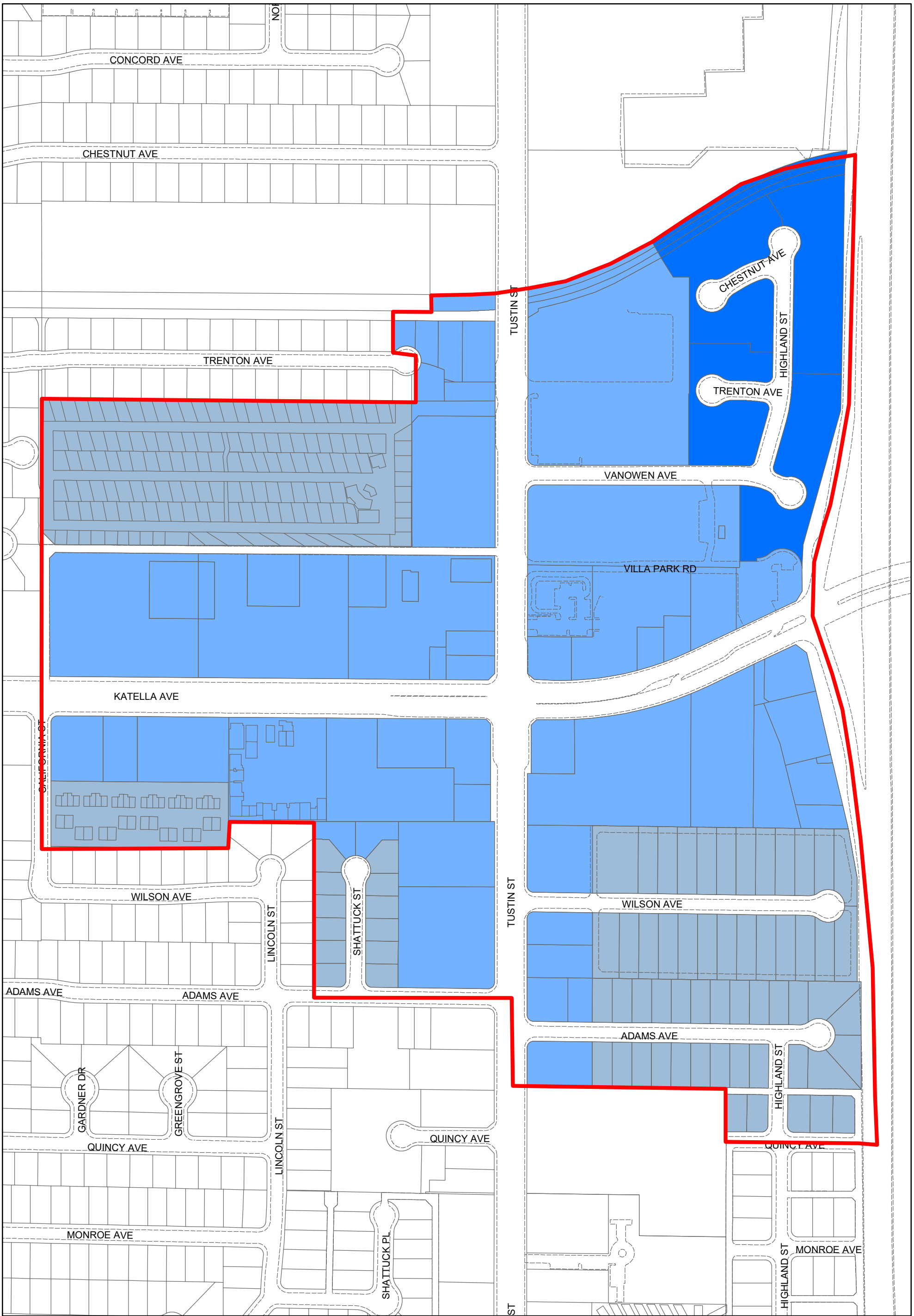


Legend

- Area 2
- South Corridor Zone
- P-I, Public Institution (see OMC Chapter 17.24)
- R-4 (see OMC Chapter 17.14)
- Village Commercial Zone
- North Corridor Zone
- Existing Zoning to remain Substantially Similar

North Tustin Specific Plan  
Area 2 Proposed





Legend

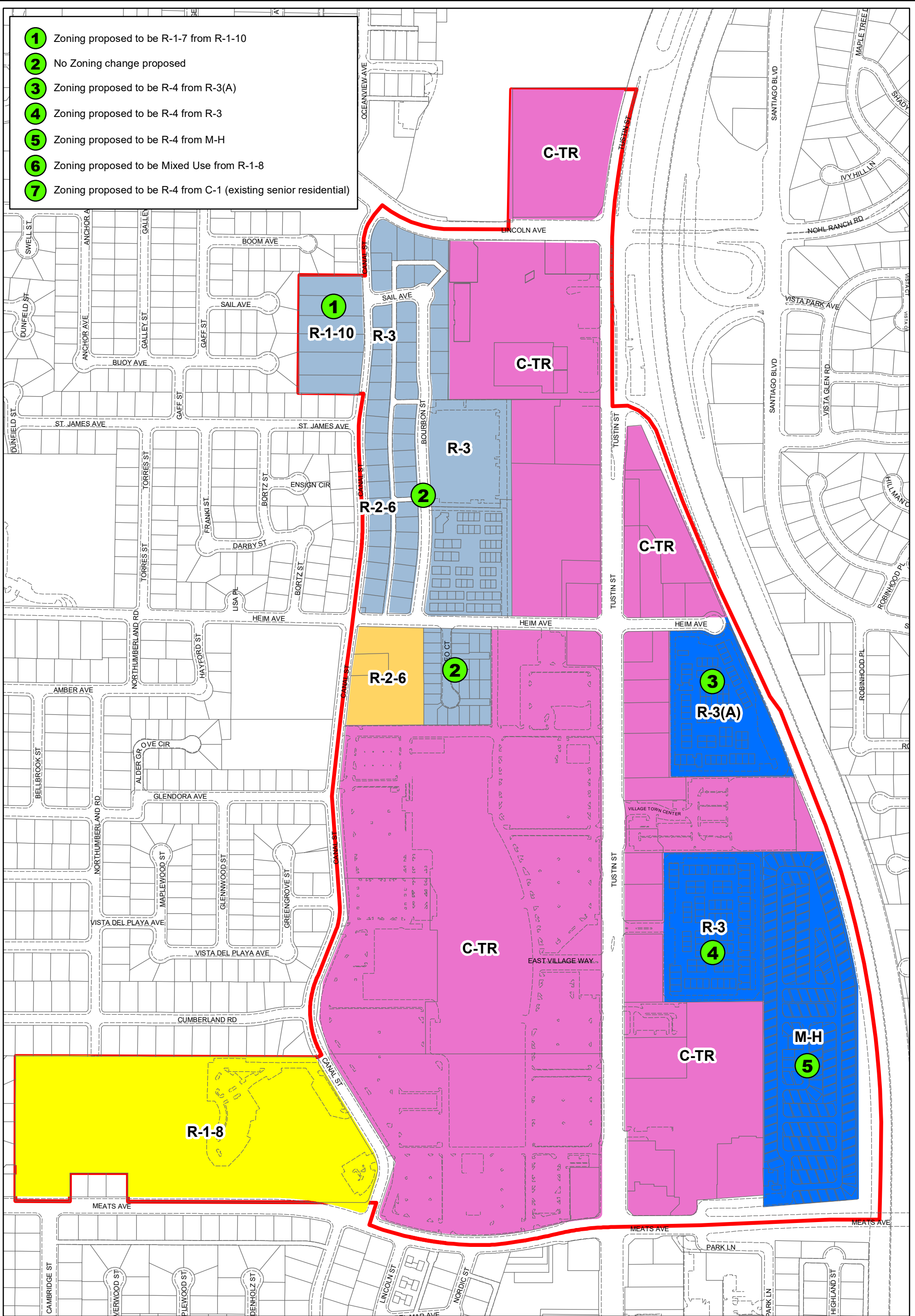
- Area 3
- South Corridor Zone
- P-I, Public Institution (see OMC Chapter 17.24)
- R-4 (see OMC Chapter 17.14)
- Village Commercial Zone
- North Corridor Zone
- Existing Zoning to remain Substantially Similar

North Tustin Specific Plan  
Area 3 Proposed





- 1 Zoning proposed to be R-1-7 from R-1-10
- 2 No Zoning change proposed
- 3 Zoning proposed to be R-4 from R-3(A)
- 4 Zoning proposed to be R-4 from R-3
- 5 Zoning proposed to be R-4 from M-H
- 6 Zoning proposed to be Mixed Use from R-1-8
- 7 Zoning proposed to be R-4 from C-1 (existing senior residential)

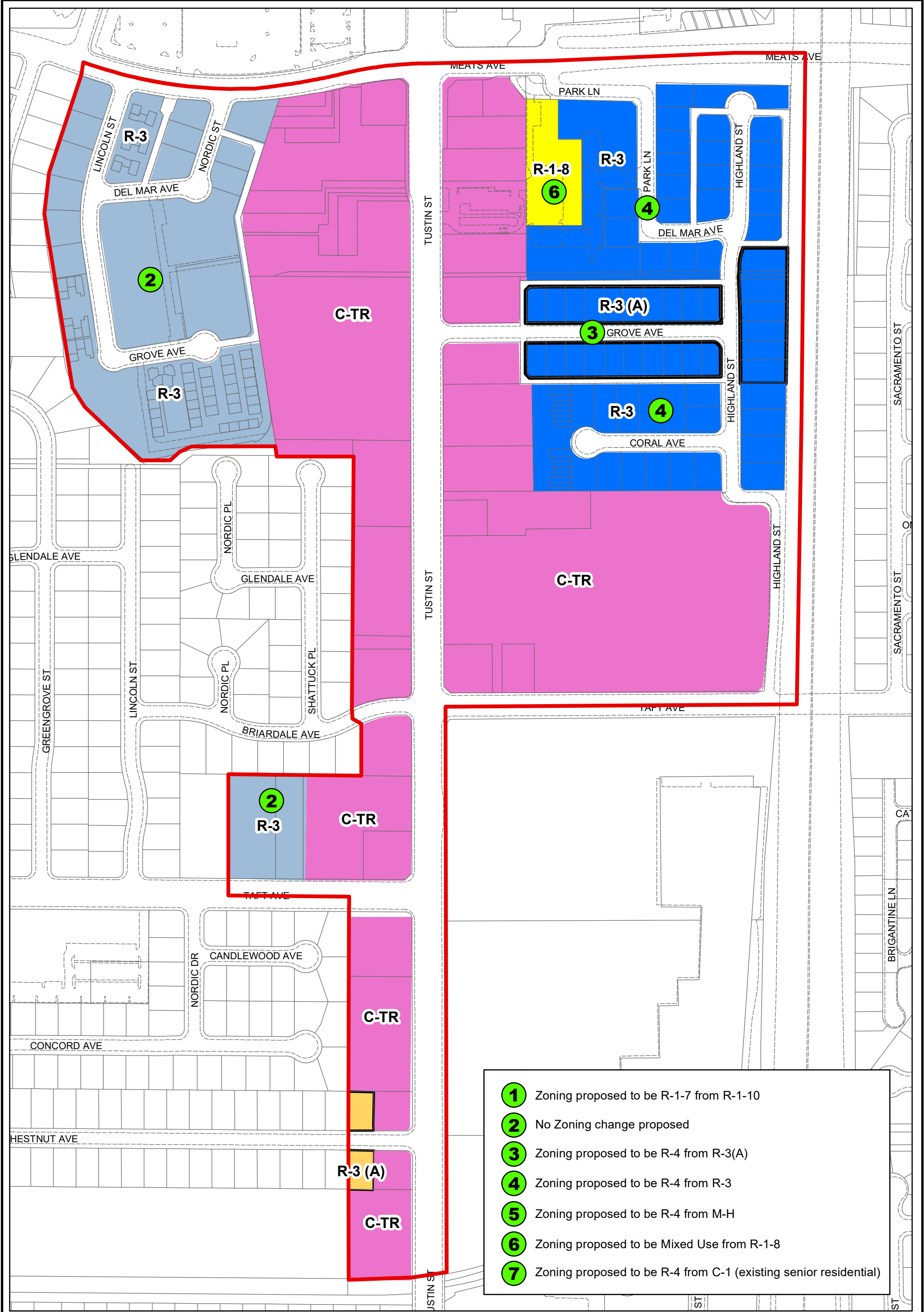


Legend

- Area1
- C-TR
- R-1-8
- R-2-6
- Residential
- Residential

North Tustin Specific Plan  
Area 1 Zoning





**Legend**

	Area 2		R-3 (A) Residential
	C-TR		Residential
	R-1-8		Residential
	R-3 (A)		

# North Tustin Specific Plan

## Area 2 Zoning





# Authorized Land Uses in Commercial and Mixed Use Zones

## KEY:

P = Permitted Use.

C = Conditional Use Permit required. Refer to administrative procedure provisions in

- = Not Permitted.

A = Accessory Use.

\* = Use subject to special provisions contained in Section 17.13.040 .

+ = Use subject to Conditional Use Permit regulations contained in Section 17.13.050.

# = Use subject to special provisions contained in Sections 17.14.070 (V) and (W).

ZONING	COMMERCIAL					
LAND USE	OP	CP/C1	CTR	C2	C3	CR
Dog and cat grooming w/o boarding	-	P	P	P	P	-
Veterinary clinic, animal hospital (boarding permitted only as part of medical treatment)	-	P	P	P	P	-
Automobile Rental Agency (with on-site auto storage)	-	C	C	C	C	-
Automobile sales and related service activities	-	C+	C+	C+	C+	P
Automobile service stations or gas station	-	P*/C+	P*/C +	P*/C +	P*/C +	-
Boat sales and service	-	-	-	C	C	P
Car wash/auto detailing	-	C	C	C	C	-
Motorcycle sales and service	-	C	C	C	C	P
Parking garage	-	-	-	-	-	A
Auto Accessories - sales, service or, installation (such as automobile alarm, phone or stereo installation, tires, batteries)	-	C	C	C	C	A*
Used car sales as an accessory use to new car sales (with onsite service facility)	-	-	-	C	C	-
Day care, child or elderly	C	P*	P*	P*	P*	-
Amusement Arcade	-	C+	C+	C+	C+	C+
Amusement devices, including, but not limited to, video games, pinball machines, pool tables, computers and similar devices (three or fewer)	-	A*	A*	A*	A*	A*
Amusement Park	-	-	C	C	C	P
Billiard Parlor	-	C+	C+	C+	C+	P
Bingo Games	A*/ C+	A*/ C+	A*/ C+	A*/ C+	A*/ C+	A*/ C+
Commercial Recreation Facility	-	-	-	-	-	P
Dance floor as accessory use	-	C+	C+	C+	C+	P
Dance floor or hall as primary use	-	C	C	C	C	P



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ZONING	COMMERCIAL					
LAND USE	OP	CP/C1	CTR	C2	C3	CR
Entertainment establishment	-	C+	C+	C+	C+	P
Miniature golf course	-	-	C	C	C	P
Movie theaters, drive in	-	-	-	C	C	P
Skating rink	-	-	C	C	C	P
Stadium; grandstand, other arena	-	-	-	-	-	P
Bars	-	-	C+	C+	C+	C+
Drive-in dairy	-	C+	C+	C+	C+	-
Hot Dog Vending Carts	C+	C+	C+	C+	C+	-
Liquor store	-	C+	C+	C+	C+	-
Restaurants w/alcoholic beverages sales	-	C+	C+	C+	C+	C+
Restaurants w/drive thru or take out window	-	C+	C+	C+	C+	P*
Restaurants w/o alcoholic beverage sales	C	P	P	P	P	P
Restaurants w/on-site brewing and sale of beer or wine	-	C+	C+	C+	C+	C+
Bed and Breakfast Inn	C+	C+	-	C+	-	-
Convalescent hospital	C	C	C	C	C	-
Hotels	-	-	-	-	-	-
Hotels and Motels	-	C+	C+	C+	C+	P
Planned Unit Developments	-	-	-	-	-	-
Senior Citizen Housing Development	C+	C+	C+	C+	C+	-
Senior Housing	C+	C+	C+	C+	C+	-
Ambulance Service	-	C	C	C	C	-
Hospital	C+	C+	C+	C+	C+	-
Medical Offices	P	P	P	P	P	-
Pharmacy	P	P	P	P	P	P*
Creation of a lot without frontage on a public street	P*	P*	P*	P*	P*	P*
Movie Production Studios	-	-	-	-	-	P
Recording Studios	-	-	-	-	P	P



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ZONING	COMMERCIAL					
LAND USE	OP	CP/C1	CTR	C2	C3	CR
Office, Professional	P	P	P	P	P	P
Stock or bond broker	P	P	P	P	P	P
Manufacturing, processing, assembling and/or, warehousing of materials and products in conjunction with the retail sales and service or office functions related to such products	-	-	-	-	P	-
Antennas, Wireless Communication	A*/C +	A*/C+	A*/C +	A*/C +	A*/C +	A*/C +
Art gallery	-	P	P	P	P	P
Assembly uses (clubs, lodges, and similar uses)	-	-	-	-	-	-
Church	C	C	C	C	C	-
Community center	-	P	P	P	P	-
Convention center	-	-	-	-	-	P
Museum	-	P	P	P	P	P
Private clubs and lodges	C	P	P	P	P	-
Adult Enterprise	-	-	-	-	P	-
Newspaper and magazine shop	P	P	P	P	P	P*
Pawnshop	-	-	-	C+	C+	-
Regional-Serving Retail Uses such as: bulk merchandise, design showrooms & sales, furniture stores, home improvement & garden centers, office & electrical equipment, retail outlets, etc.	-	P	P	P	P	P
Instructional Use	P*/C +	P*/C+	P*/C +	P*/C +	P*/C +	P*/C +
School or College (public/private)	C	C	C	C	C	-
Appliance repair and service (portable appliances only)	-	P	P	P	P	-
Banks and similar financial institutions	P	P	P	P	P	P*

# Authorized Land Uses in Commercial and Mixed Use Zones

## KEY:

P = Permitted Use.

C = Conditional Use Permit required. Refer to administrative procedure provisions in

- = Not Permitted.

A = Accessory Use.

\* = Use subject to special provisions contained in Section 17.13.040 .

+ = Use subject to Conditional Use Permit regulations contained in Section 17.13.050.

# = Use subject to special provisions contained in Sections 17.14.070 (V) and (W).

ZONING	COMMERCIAL					
LAND USE	OP	CP/C1	CTR	C2	C3	CR
Barber, beauty shop, manicure salon, or spa	P	P	P	P	P	-
Businesses providing drive-through windows	-	C+	C+	C+	C+	P*
Collection facilities (recycling)	-	C+	C+	C+	C+	-
Commercial laundry	-	-	-	-	P	-
Dry cleaners		P	P	P	P	
Dry cleaners w/o onsite cleaning	-	P	P	P	P	-
Health Clubs	-	P	P	P	P	P
Job Centers	C+	C+	C+	C+	C+	C+
Laundromat	-	P	P	P	P	-
Massage establishments	A*	A*	P*	P*	P*	A*
Photocopy centers	P	P	P	P	P	P*
Private postal centers	P	P	P	P	P	P*
Public service or use	C	C	C	C	C	P
Reverse vending machines (recycling) inside a building	-	P	P	P	P	-
Reverse vending machines (recycling) outside a building	-	C+	C+	C+	C+	-
Shoe repair	-	P	P	P	P	-
Tailoring	-	P	P	P	P	-
Tattoo parlor	P	P	P	P	P	-
Upholstery Shop	-	-	-	-	P	-
Mini-Warehouse/Self Storage Facility	-	C	C	C	C	-