MAYOR JOYCE AHN
VICE MAYOR CONNOR TRAUT
COUNCIL MEMBER CARLOS FRANCO
COUNCIL MEMBER LAMIYA HOQUE
COUNCIL MEMBER SUSAN SONNE

Tuesday, December 9, 2025, 5:00 PM
COUNCIL CHAMBER
6650 Beach Boulevard
Buena Park, CA 90621

BUENA PARK CITY COUNCIL
REGULAR MEETING AGENDA

5:00 p.m.
PUBLIC HEARINGS AT 6:00 P.M.

1. GENERAL

1.A. ROLL CALL

1.B. CALL TO ORDER

1.C. INVOCATION
— Rabbi Lawrence Goldmark

1.D. PLEDGE OF ALLEGIANCE
— Aaron France, City Manager

1.E. CITY MANAGER REPORT

2. PRESENTATIONS

2.A. CERTIFICATE OF RECOGNITION TO RAYMOND TEMPLE ELEMENTARY SCHOOL 2025 NATIONAL CENTER FOR URBAN SCHOOL TRANSFORMATION AWARD WINNER
— Presented to Superintendent Martinez and Principal Stuht

3. ORAL COMMUNICATIONS

3.A. ORAL COMMUNICATIONS
This is the portion of the meeting set aside to invite public comments regarding any matter within the jurisdiction of the City Council. Public comments are limited to no more than three minutes each. If comments relate to a specific agenda item, those comments will be taken following the staff report for that item and prior to the City Council vote. Those wishing to speak in-person are asked to add your information at the digital public kiosk located at the entrance of the Council Chamber.

4. NEW BUSINESS

4.A. COMMENDATIONS TO OUTGOING MAYOR AHN

4.B. COMMENTS BY OUTGOING MAYOR AHN
Mayor Ahn will now turn the meeting over to the City Clerk.

4.C. SELECTION OF MAYOR

After the selection of Mayor, the City Clerk will turn the meeting over to the new Mayor.

4.D. SELECTION OF VICE MAYOR

5. CONSENT CALENDAR

The items listed under the Council Consent Calendar are considered routine business and will be voted on together by one motion unless a Council Member requests separate action. At this time the City Council or public may ask to speak on any item on the Consent Calendar.

5.A. APPROVAL OF MINUTES

— Recommended Action: Approve the Minutes of the Special and Regular City Council Meetings of November 12, 2025; and, Special City Council Meeting of November 17, 2025.

5.B. RESOLUTIONS APPROVING CLAIMS AND DEMANDS

— Recommended Action: Adopt Resolutions approving Claims and Demands

5.C. TREASURER'S REPORT FOR THE MONTH OF OCTOBER 2025

— Recommended Action: Receive and file the reports.

5.D. ADOPT RESOLUTION HONORING AND COMMENDING BUENA PARK POLICE CHIEF FRANK NUNES UPON HIS RETIREMENT

— Recommended Action: Adopt the Resolution.

5.E. APPROVE A PUBLIC WORKS CONTRACT FOR DESIGN-BUILD SERVICES WITH AMERICAN RAMP COMPANY FOR THE PEAK PARK ASPHALT PUMP TRACK PROJECT

— Recommended Action: 1) Approve a design-build services public works contract with American Ramp Company without a guaranteed minimum and a not-to-exceed amount of $800,000 for the Peak Park Asphalt Pump Track project; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; and, 3) Authorize the City Manager and City Clerk to execute the agreement.

5.F. BUDGET APPROPRIATION IN THE AMOUNT OF $65,250 FOR THE IMPLEMENTATION OF THE CENTRALIA SCHOOL DISTRICT EXPANDED LEARNING OPPORTUNITIES PROGRAM (ELOP)

— Recommended Action: Approve a budget allocation in the amount of $65,250 for FY 25-26 and FY 26-27 to implement the Centralia School District Expanded Learning Opportunities Program (ELOP).

5.G. RESOLUTION AUTHORIZING AND DIRECTING CERTAIN BANKS TO HONOR ALL CHECKS, DRAFTS, AND WARRANTS WHEN BEARING CERTAIN SIGNATURES AND FACSIMILE SIGNATURES OF CITY OFFICIALS AND RESCINDING ALL CONFLICTING RESOLUTIONS

— Recommended Action: Adopt the resolution.

5.H. RESOLUTION APPROVING THE MEASURE M2 EXPENDITURE REPORT FOR THE CITY OF BUENA PARK

— Recommended Action: Adopt a resolution approving the annual Measure M2 Expenditure Report.

5.I. RESOLUTION ESTABLISHING THE TIME, DATES, AND PLACE FOR CONDUCT OF REGULAR MEETINGS OF THE BUENA PARK CITY COUNCIL AND ESTABLISHING THE ORDER OF BUSINESS TO BE CONDUCTED AT SUCH REGULAR MEETINGS

— Recommended Action: Adopt a resolution establishing the time, date, and place for conduct of regular meetings of the Buena Park City Council and establishing the order of business to be conducted at such regular meetings.

5.J. ADOPT THE AMENDMENTS TO THE CITY COUNCIL'S CERTIFICATE, COMMENDATION, AND RECOGNITION POLICY NO. 21

— Recommended Action: Adopt the amendments to the City Council's Certificate, Commendation, and Recognition Policy No. 21.

6. PUBLIC HEARING

Public Hearings are held at 6:00 PM

6.A. ADOPT ORDINANCES ADOPTING THE CALIFORNIA BUILDING, FIRE, AND RELATED CODES WITH LOCAL AMENDMENTS

— Recommended Action: 1) Approve second reading and adopt an ordinance amending Title 15 of the Buena Park City Code pertaining to Building and Construction Safety; and 2) Approve a second reading and adopt the ordinance amending Title 16 of the Buena Park City Code pertaining to Fire Safety.

7. COUNCIL MEMBER ANNOUNCEMENTS, CONFERENCE REPORTS AND CALENDAR REQUESTS

7.A. COUNCIL MEMBER ANNOUNCEMENTS, CONFERENCE REPORTS AND CALENDAR REQUESTS

8. CITY MANAGER REPORT

8.A. CITY MANAGER REPORT

9. COMMISSION & COMMITTEE UPDATES

9.A. COMMISSION & COMMITTEE UPDATES

10. ADJOURNMENT

10.A. ADJOURNMENT

This agenda contains a brief general description of each item to be considered. Supporting documents are available for review and copying at City Hall or at www.buenapark.com. Supplementary materials distributed to the City Council less than 72 hours before the meeting are posted to the City's website at www.buenapark.com and copies are available for public inspection beginning the next regular business day in the City Clerk's Office. Video streaming of the meeting is available on the City's website. This governing body is prohibited from discussing or taking action on any item which is not included in this agenda; however, may ask clarifying questions, ask staff to follow-up, or provide other direction. The order of business as it appears on this agenda may be modified by the governing body.

In compliance with the Americans with Disabilities Act, if you need accommodations to participate in this meeting, contact the City Clerk's Office at (714) 562-3750 or the California Relay Service at 711. Notification at least 48 hours prior to the meeting will enable the City to make arrangements to assure accessibility.

If you would like to participate in any matter of business on the agenda and would like translation in Chinese, Korean, Spanish, Tagalog, or Vietnamese, please contact the **City Clerk's Office at (714) 562-3750 48-hours prior to the meeting**. Residents requiring translation during Oral Communications are encouraged to bring interpreters.

시의제 목록에 있는 정식 안건에 대해 의견을 발표하고 싶으신 경우, 중국어, 한국어, 스패니쉬, 타갈로에 대한 통역사가 필요하시면 시미팅 48시간전 시서기 오피스로 (714-562-3750) 연락하시면 됩니다. 정식안건이 아닌 주민 발언시간에 발표하실 경우, 본인의 통역사를 직접 모시고 오시면 감사하겠습니다.

Si le gustaría participar en audiencia pública o cualquier asunto de negocios programado en la agenda y necesita traducción en chino, coreano, español, tagalo o vietnamita, comuníquese con la Oficina del Secretario de la Ciudad, 48 horas antes de la reunión al (714) 562-3750. Para participar en los comentarios públicos sobre cualquier otro asunto dentro de la jurisdicción del ayuntamiento, se les recomienda que traiga un intérprete.

I, Adria M. Jimenez, MMC, City of Buena Park, do hereby certify, under penalty of perjury under the laws of the State of California that a full and correct copy of this agenda was posted pursuant to Government Code Section 54950 et. seq., at Buena Park City Hall, 6650 Beach Blvd., and uploaded to the City of Buena Park website www.buenapark.com.

Adria M. Jimenez, MMC
Director of Government and Community Relations
City Clerk

Date Posted: December 4, 2025

December 9, 2025
CONSENT CALENDAR
Item No. 5A.

City Council Agenda Report

APPROVAL OF MINUTES

PREPARED BY	PRESENTED BY
Anna Almquist, Assistant City Clerk	Anna Almquist, Assistant City Clerk
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Adria Jimenez, Director of Government & Community Relations/City Clerk	Aaron France, City Manager

RECOMMENDED ACTION

Approve the Minutes of the Special and Regular City Council Meetings of November 12, 2025; and, Special City Council Meeting of November 17, 2025.

Attachments

2025-11-12 CC M 2PM.pdf
2025-11-12 CC M 5PM.pdf
2025-11-17 CC M 1PM.pdf

MINUTES OF A SPECIAL MEETING
OF THE BUENA PARK CITY COUNCIL
HELD NOVEMBER 12, 2025

1. CALL TO ORDER

The City Council met in a special meeting on Tuesday, November 12, 2025, at 2:00 p.m., in the Council Chamber of the Civic Center, 6650 Beach Boulevard, Buena Park, California, Mayor Ahn presiding.

1A. CALL TO ORDER

1B. ROLL CALL

PRESENT: Franco, Hoque, Sonne, Traut, Ahn
ABSENT: None

Also present were: Aaron France, City Manager; Chris Cardinale, City Attorney; and Adria M. Jimenez, MMC, Director of Government and Community Relations/City Clerk.

1C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Eddie Fenton, Assistant City Manager/Director of Human Resources.

2A. ORAL COMMUNICATIONS

Mayor Ahn announced the public may at this time address the members of the City Council on any matters within the jurisdiction of the City Council. There being none, Mayor Ahn closed oral communications.

3. CLOSED SESSION

Mayor Ahn stated the need for a closed session as scheduled and ordered the meeting into closed session.

3A. CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to Gov. Code Section 54957.6; Agency Negotiator: Eddie Fenton, Assistant City Manager/Director of Human Resources; Employee Organization: Buena Park City Employees' Association; Buena Park Technical, Office, and Professionals Association; Buena Park Management Unit; Buena Park Police Association; Buena Park Police Management Association; and Buena Park Unrepresented Employees

Item Pulled
3B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Pursuant to Government Code Section 54957; Title: City Manager

3C. THREAT TO PUBLIC SERVICES OR FACILITIES
Pursuant to Gov. Code Section 54957; Consultation with Aaron France, City Manager, Eddie Fenton, Assistant City Manager/Director of Human Resources; and, Adria Jimenez, Director of Government and Community Relations/City Clerk

3D. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Pursuant to Gov. Code Section 54956.9 (d)(4); Based on existing facts and circumstances, the City is seeking legal advice on whether to protect the City's rights and interests by initiating litigation; Number of potential cases: One

Mayor Ahn reconvened the meeting in open session and it was announced that no reportable action was taken for Item Nos. 3A, 3C, and 3D.

ADJOURNMENT

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

_____
Mayor

ATTEST:

_____
City Clerk

MINUTES OF CITY COUNCIL MEETING
OF THE CITY OF BUENA PARK
HELD NOVEMBER 12, 2025

1. GENERAL

The City Council met in a regular session on Tuesday, November 12, 2025, at 5:00 p.m. in the City Council Chamber of the Civic Center, 6650 Beach Boulevard, Buena Park, California, Mayor Ahn presiding.

1A. CALL TO ORDER

1B. ROLL CALL

PRESENT: Franco, Hoque, Sonne, Traut, Ahn
ABSENT: None

Also present were: Aaron France, City Manager; Chris Cardinale, City Attorney; and Adria M. Jimenez, MMC, Director of Government and Community Relations/City Clerk.

1C. INVOCATION

The Invocation was led by Chaplain Gerardo Arenado, OCFA Battalion Chaplain.

1D. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Frank Nunes, Buena Park Police Chief.

1E. CITY MANAGER REPORT

City Manager France reported the following:

- OC Bike Loop Community Meeting, November 20, 2025, 6:00 p.m., at the Buena Park Community Center.
- Buena Park Mayor's Prayer Breakfast, November 20, 2025, 7:00 a.m. – 9:00 a.m., at Knott's Berry Farm Hotel. For information on sponsorship and tickets, the public may visit www.buenaparkprayerbreakfast.com.
- In observance of Thanksgiving Day, PD Front Counter will only be open until 12:00 p.m. on November 27, 2025.
- Christmas Tree Lighting, December 5, 2025, 6:00 p.m., at Buena Park City Hall.

2. PRESENTATIONS

2A. BUENA PARK POLICE DEPARTMENT LIFESAVING AWARD PRESENTED TO OFFICER JERAMIAH TURNER

Police Chief Nunes presented Officer Turner with a Buena Park Police Department Lifesaving Award, and certificates of recognition from Assembly Member Quirk-Silva and State Senator Strickland.

2B. CERTIFICATE OF RECOGNITION TO RAYMOND TEMPLE ELEMENTARY SCHOOL 2025 NATIONAL CENTER FOR URBAN SCHOOL TRANSFORMATION AWARD WINNER

Mayor Ahn announced that the item is being moved to the December 9, 2025 Regular City Council meeting.

2C. PRESENTATION OF THE 2025 HALLOWEEN HOME DECORATING CONTEST AWARDS

Community Services Supervisor Sauceda presented awards to the 2025 Halloween Home Decorating Contest winners.

- First Place – 6586 Longfellow Drive, Ken and Nancy Anderson
- Second Place – 6351 Stanton Avenue, The Martinez Family
- Third Place – 9396 Via Vico Circle, Andrew Rogers

Certificates of recognition from Assembly Member Quirk-Silva and State Senator Strickland were also presented.

3A. ORAL COMMUNICATIONS

Mayor Ahn announced the public may at this time address the members of the City Council on any matters within the jurisdiction of the City Council.

Keylyn Wallis-Jeffrey, Orange County resident, expressed opposition to the City Council's $1.5 million subsidy to a luxury car dealership, and Vice Mayor Connor Traut's candidacy for County Supervisor.

There being no additional requests to speak, Mayor Ahn closed oral communications.

4. CONSENT CALENDAR (4A – 4H)

Mayor Ahn announced that Consent Calendar Item Nos. 4A through 4H would be acted upon by one motion affirming the actions as recommended on the agenda and agenda bills submitted and inquired if anyone present desired to have any item removed for separate consideration. There being no requests for separate consideration, the following action was taken on Item Nos. 4A – 4H:

MOTION: Franco
SECOND: Hoque
AYES: Franco, Hoque, Sonne Traut, Ahn
NOES: None

MOTION CARRIED that all actions recommended on Consent Calendar Item Nos. 4A – 4H be approved.

Minutes

4A. APPROVAL OF MINUTES
Recommended Action: Approval of Minutes of the Special and Regular City Council Meetings of October 28, 2025.

APPROVED the recommended action.

Finance 75

4B. RESOLUTIONS APPROVING CLAIMS AND DEMANDS
Recommended Action: 1) Adopt Resolutions approving the Claims and Demands.

ADOPTED the following titled resolutions:

RESOLUTION NO. 15046
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $1,752,739.15 DEMAND NOS. 433081 THROUGH 433350 CANCELLED NOS. 429263, 429412, 429738, 432747 AND 432788

RESOLUTION NO. 15047
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $18,163.50 COVERING RETIREE PAYROLL ENDING OCTOBER 31, 2025

RESOLUTION NO. 15048
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $1,271,338.18 COVERING REGULAR PAYROLL ENDING OCTOBER 24, 2025

Contracts 70 C-3641 Budgets 47

4C. RESOLUTION APPROVING PLANS, SPECIFICATIONS, AND APPROVAL OF CONTRACT WITH J&A ENGINEERING DBA J&A FENCE FOR THE EHLERS CENTER SECURITY FENCE PROJECT
Recommended Action: 1) Adopt a resolution approving the plans and specifications for the Ehlers Center Security Fence Project; 2) Award a contract to J&A Engineering dba J&A Fence in the amount of $69,200; 3) Authorize contingency funds in the amount of $10,000 in the same purchase order; 4) Appropriate $79,200 from the undesignated General Fund balance for the project; 5) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the contract; and, 6) Authorize the City Manager and City Clerk to execute the contract.

APPROVED the recommended action and ADOPTED the following titled resolution:

RESOLUTION NO. 15049
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, APPROVING SPECIFICATIONS AND PLANS FOR EHLERS CENTER SECURITY FENCE PROJECT IN SAID CITY

Contracts 70 C-3621 Public Works Proj. 125 PW-984

4D. FINAL PAYMENT TO TRUELINE CONSTRUCTION & SURFACING, INC. FOR THE HEROES PARK PICKLEBALL COURT PROJECT
Recommended Action: 1) Accept the project as complete and approve a final payment to Trueline Construction & Surfacing, Inc. in the amount of $75,544.52; and 2) Direct the Public Works Department to file a Notice of Completion.

APPROVED the recommended action.

Contracts 70 C-3576 Budgets 47

4E. RATIFY AN AGREEMENT WITH THE STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT
Recommended Action: 1) Ratify an agreement with the State of California Office of Traffic Safety (OTS) for the Selective Traffic Enforcement Program (STEP) Grant (PT26219); 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; 3) Authorize the Finance Director, Police Sergeant and Police Lieutenant to execute the agreement and all other necessary grant documents; and, 4) Approve a budgetary appropriation in the amount of $145,000 for this purpose.

APPROVED the recommended action.

Contracts 70 C-3335

4F. AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT WITH WEST COAST ARBORISTS, INC. FOR CITYWIDE TREE TRIMMING
Recommended Action: 1) Approve Amendment No. 2 to Professional Services Agreement (PSA) 21-40 with West Coast Arborists, Inc. for citywide tree trimming services in the amount of $348,500; 2) Authorize the City Manager and City Attorney to make any necessary, nonmonetary changes to the agreement; and, 3) Authorize the City Manager and City Clerk to execute the agreement.

APPROVED the recommended action.

Contracts 70 C-3428

4G. AMENDMENT NO. 3 TO A PROFESSIONAL SERVICES AGREEMENT WITH ALLIED UNIVERSAL FOR JANITORIAL SERVICES
Recommended Action: 1) Approve Amendment No. 3 to Professional Services Agreement with Allied Universal ('Allied') of Santa Ana, California, to provide janitorial services at City facilities for calendar year 2026 in the amount of $384,960; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the amendment; and, 3) Authorize the City Manager and City Clerk to execute the amendment.

APPROVED the recommended action.

Contracts 70 C-3495

4H. AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH PSOMAS FOR THE PEAK PARK WATER WELL PROJECT
Recommended Action: 1) Approve Amendment No. 1 to the Professional Services Agreement No. 23-17 with Psomas in the amount of $14,500; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the amendment; and, 3) Authorize the City Manager and City Clerk to execute the amendment.

APPROVED the recommended action.

END OF CONSENT CALENDAR

5. NEW BUSINESS (5A – 5G)

Contracts 70 C-3642 Budgets 47

5A. PROFESSIONAL SERVICES AGREEMENT WITH BUREAU VERITAS TECHNICAL ASSESSMENTS, LLC FOR THE PREPARATION OF A BUILDING ASSET MANAGEMENT PLAN
Recommended Action: 1) Approve a Professional Services Agreement (PSA) with Veritas Technical Assessments, LLC in the amount of $202,121.24 for the preparation of a Building Asset Management Plan; 2) Appropriate $20,000 from the undesignated General Fund balance to the Building Asset Management Plan Project account; 3) Authorize the City Manager and City Attorney to make any necessary non-monetary changes to the agreement; and, 4) Authorize the City Manager and the City Clerk to execute the agreement.

Assistant Engineer Lee reported on the proposed Building Asset Management Plan which will cover the current and future needs of all City-owned buildings and facilities. Staff solicited proposals on PlanetBids for the preparation of a Building Asset Management Plan. After receiving and reviewing one proposal, staff recommended approving an agreement in the amount of $202,121.24 with Bureau Veritas Technical Assessments, LLC (Bureau Veritas) for this firm has demonstrated their qualifications and relevant experience through similar projects completed for other cities. Bureau Veritas will carry out tasks including collecting data, conducting a project kick-off meeting, and performing field assessments of City-owned buildings and facilities. These assessments will involve thorough evaluations of electrical, heating, plumbing, air conditioning and ventilation systems, as well as life safety, fire protection, walls, roofing, elevators, interior features, and other critical components. Additionally, staff recommended including the Barcode/QR code option offer by Bureau Veritas for an additional cost. Tagging essential equipment with barcodes will allow work orders, maintenance history, and related information to be stored in a centralized database, ensuring that each record can be easily traced to a specific piece of equipment or system.

MOTION: Sonne
SECOND: Ahn
AYES: Sonne, Ahn, Franco, Hoque, Traut
NOES: None

MOTION CARRIED to approve the recommended action.

Contracts 70 C-3398

5B. PROFESSIONAL SERVICES AGREEMENT WITH ECONOMICS, INC. FOR ANNUAL SB 1383 CONSULTING SERVICES

Recommended Action: 1) Approve a professional services agreement with EcoNomics, Inc. in the amount of $124,989 for continued assistance in implementing the City's edible food recovery program and related requirements of Senate Bill 1383; 2) Dispense with competitive bidding pursuant to Buena Park Municipal Code Section 3.28.080 (H), which allows the City Council to dispense with bidding when it is in the best interest of the City; 3) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; and, 4) Authorize the City Manager and City Clerk to execute the agreement.

Director of Public Works/City Engineer Mikhael provided a report regarding a proposed agreement with EcoNomics, Inc. for the continued assistance in implementing the City's edible food recovery program and related requirements pursuant to Senate Bill 1383. The City is responsible for enforcing and supporting edible food collection by educating food producers about their legal duties and reporting the amount of food recovered to the state. Since these responsibilities under SB 1383 are ongoing, hiring a consultant is essential for the program's continued implementation. The City Council approved agreements with Economics, Inc. in 2022, 2023, and 2024, all for the design and implementation of an edible food recovery program for the City. EcoNomics, Inc. will continue to build on the previous agreements' efforts with education and outreach activities, data collection, enforcement protocol development, and procurement of recycled organic-content products.

MOTION: Franco
SECOND: Sonne
AYES: Franco, Sonne, Hoque, Traut, Ahn
NOES: None

MOTION CARRIED to approve the recommended action.

Contracts 70 C-3373 C-2886 Budgets 47 Police Dept. 117

5C. AMENDMENT NO. 2 TO AGREEMENT WITH AXON ENTERPRISE, INC. FOR THE PURCHASE OF SIXTEEN (16) ADDITIONAL POLICE BODY-WORN CAMERAS AND ENHANCED SERVICES

Recommended Action: 1) Approve Amendment No. 2 to the agreement with Axon Enterprise, Inc. for the purchase of 16 additional police body-worn cameras (BWC) with associated hardware, software, data, evidence storage, and enhanced two-way connectivity services for a total 19-month cost of $81,949.78; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; 3) Authorize the City Manager and City Clerk to execute the agreement; and, 4) Approve a budget amendment in the amount of $82,000 from Measure R funds for this purpose.

Police Captain Nguyen discussed the proposed amendment to the agreement with Axon Enterprises, Inc. for the purchase of 16 additional police body-worn cameras (BWC) with associated hardware, software, data, evidence storage, and enhanced two-way connectivity services for 19 months. The Police Department purchased 86 BWCs in 2022 and ten additional BWCs in 2024 to equip professional staff field personnel who have direct interaction with the community. With the passing of Measure R and the hiring of additional professional staff and sworn officers, the Department is requesting 16 more BWCs dedicated for all budgeted sworn officers while the ten (10) be assigned for use of reserve police officers, Police Service Officers, and Traffic Enforcement Specialists as needed. It was noted that during the budget discussions for Fiscal Year 2025-26, staff only budgeted for the cost of seven (7) additional cameras for additional staff, but did not include BWCs for managers, licenses, or the additional features now requested. More importantly, the amendment to the agreement would be paid for by Measure R funds and is structured for 19 months to align with the end date of the original agreement.

MOTION: Hoque
SECOND: Sonne
AYES: Hoque, Sonne, Franco, Traut, Ahn
NOES: None

MOTION CARRIED to approve the recommended action.

Contracts 70 C-3213 C-2920

5D. AMENDED AND RESTATED EMPLOYMENT AGREEMENTS BETWEEN THE CITY AND CITY MANAGER AARON FRANCE AND DIRECTOR OF GOVERNMENT AND COMMUNITY RELATIONS (CITY CLERK) ADRIA M. JIMENEZ
Recommended Action: 1) Approve an amended and restated employment agreement between the City of Buena Park and Aaron France; 2) Authorize the Mayor and City Clerk to sign the City Manager agreement; 3) Approve an amended and restated employment agreement for Director of Government and Community Relations (City Clerk) between the City of Buena Park and Adria M. Jimenez; and 4) Authorize the Mayor and Assistant City Clerk to execute the Director of Government and Community Relations (City Clerk) agreement.

Assistant City Manager/Director of Human Resources Fenton discussed the compensation compliance review of the compensation reported by the City of Buena Park wherein the review found that certain compensation practices did not meet State law requirements. In review and in consultation with CalPERS, staff determined that the existing language of the City Manager and the Director of Government and Community Relations (City Clerk) agreements require updates to align with the original intent of the California Public Employees' Retirement Law (PERL) and its special compensation definitions. By specifying a minimum number of years for longevity eligibility and clarifying criteria, the City can ensure that longevity pay remains reportable to CalPERS, as originally intended by the City and the Employee. CalPERS also recommended changes to individual employment agreements to maintain Buena Park's compliance. The parties agreed to replace the current Longevity pay provision, effective November 8, 2025, with the language outlined in the agenda report, and contained in the agreements. The updated language will resolve CalPERS' issues related to the current longevity premium in the employment agreement. Lastly, the parties agree to increase the City Manager salary from $26,121 to $26,383 monthly.

MOTION: Sonne
SECOND: Ahn
AYES: Sonne, Ahn, Franco, Hoque, Traut
NOES: None

MOTION CARRIED to approve the recommended action.

Econ. Dev. 191

5E. RESOLUTION OF EXEMPTION FROM CEQA REVIEW FOR THE POTENTIAL ACQUISITION OF CERTAIN REAL PROPERTY LOCATED AT 7891 WHITAKER STREET (APN 277-052-27) TO ABATE A PUBLIC NUISANCE
Recommended Action: 1) Adopt the attached Resolution making certain findings of fact and determining that the potential acquisition of that certain real property located in the City of Buena Park described below, including potential acquisition by eminent domain, to abate a public nuisance, is exempt from the California Environmental Quality Act (CEQA) (Public Resources Code Section 21000 et seq.), and direct staff to file the associated "Notice of Exemption" with the County of Orange.

Director of Community and Economic Development Foulkes reported on the determination of potential acquisition of the Coral Motel located at 7891 Whitaker Street to abate a public nuisance is exempted from CEQA. The current use of the subject property as a motel is not a permitted use under the City's Land Use Regulations, and the time period during which the Buena Park Zoning Code allows the Coral Motel to continue operating as a "legal nonconforming use" has expired. On April 23, 2025, the Planning Commission unanimously voted to end the motel's non-conforming use and deemed its continued operation a public nuisance. Although the property owner appealed, the City Council unanimously denied the appeal on June 24, 2025, and was later given notice of the City Council's decision. Nevertheless, the property owner has not taken action to terminate the current motel use nor obtained any building permits to complete the repair work needed to remedy the building code violations existing on the property. Due to the deteriorated conditions of the structures on the subject property, numerous violations of state and local building, fire, and health and safety codes, and public health and safety concerns, City staff decided it was necessary for the City to consider potential acquisition, including by negotiated acquisition or by the exercise of the City's power of eminent domain, to abate the existing public nuisance. Director Foulkes explained several exemptions set forth in the CEQA Guidelines for land acquisition. The potential acquisition of the subject property, either by negotiated acquisition or by the use of eminent domain, to demolish the dilapidated and non-conforming structures to abate a public nuisance may comply with CEQA's land acquisition rule set forth in CEQA Guidelines Section 15004(b)(2)(A) because said transaction would constitute a simple acquisition of property with no commitment to any future use and would not have the possibility to have a significant effect on the environment. Any future use of the subject property would be subject to CEQA review, would comply with the City's Land Use Regulations, and must be consistent with the Auto Center Specific Plan (ACSP) and the General Plan. The adoption of the proposed Resolution would authorize staff to analyze the feasibility of the acquisition of the subject property, including by negotiated acquisition or by the use of eminent domain, to demolish the existing structures and abate a public nuisance. Any further actions related to this matter will require direction and approval from the City Council, in its sole discretion and in accordance with applicable law.

MOTION: Franco
SECOND: Ahn
AYES: Franco, Ahn, Hoque, Sonne, Traut
NOES: None

MOTION CARRIED to approve the recommended action and ADOPTED the following titled resolution:

RESOLUTION NO. 15050
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, APPROVING A NOTICE OF EXEMPTION CONSISTENT WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR THE POTENTIAL ACQUISITION OF THE PROPERTY LOCATED AT 7891 WHITAKER STREET (APN 277052-27) TO ABATE A PUBLIC NUISANCE

Codes 64

5F. CONSIDERATION OF AN ORDINANCE REGULATING THE SALE AND DISTRIBUTION OF NITROUS OXIDE
Recommended Action: 1) Adopt an Ordinance adding Chapter 8.54 to the Buena Park Municipal Code regulating the retail sale and distribution of nitrous oxide for recreational use in the City of Buena Park.

City Attorney Cardinale discussed the consideration of an Ordinance regulating the retail sale and distribution of nitrous oxide for recreational use in Buena Park. It has been reported that use of nitrous oxide for recreational purposes has been a public health issue and its misuse leads to serious health problems and troubling long-term effects. Nitrous oxide is regulated by the Food and Drug Administration (FDA) and remains legal due to its many legitimate uses. It is not regulated by the Drug Enforcement Administration (DEA) and is not listed under the Controlled Substances Act, so possessing it is lawful when used appropriately. However, selling or distributing nitrous oxide for human consumption without a valid medical prescription is illegal. Such violations are federal misdemeanors and can result in up to one year in federal prison and fines of up to $100,000. Due to a California Penal Code Section 381b “culinary use” loophole, nitrous oxide is frequently sold at tobacco-related establishments, including vape shops, cigar shops, smoke shops, and other retail outlets throughout the City which results to recreational misuse/abuse by youth and adults because it is easily accessible and relatively inexpensive. City Attorney Cardinale also emphasized the multiple documented vehicle accidents due to the misuse of nitrous oxide in the County over the past few years as well as the increased incidents and risks associated with its recreational use. City staff proposed an Ordinance similar to those from several jurisdictions throughout Orange County. This Ordinance would safeguard public health and provide law enforcement with a clear and enforceable tool to reduce misuse. More importantly, it would implement a municipal ban on the sale, distribution and recreational use of nitrous oxide, will help close regulatory gaps, reduce youth access, limit public nuisance impacts and affirm the City’s commitment to proactive public safety.

Council Member Hoque and Vice Mayor Traut spoke in support of the consideration to regulate the sale and distribution of nitrous oxide in the City similar to the efforts carried out by other cities in Orange County.

MOTION: Traut
SECOND: Hoque
AYES: Traut, Hoque, Franco, Sonne, Ahn
NOES: None

MOTION CARRIED to approve the recommended action and ADOPTED the following titled ordinance:

ORDINANCE NO. 1762
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ADDING CHAPTER 8.54 TO THE BUENA PARK MUNICIPAL CODE REGULATING THE RETAIL SALE AND DISTRIBUTION OF NITROUS OXIDE FOR RECREATIONAL USE IN THE CITY

Codes 64

5G. AN ORDINANCE PROHIBITING THE SALE OR DISTRIBUTION OF KRATOM PRODUCTS IN THE CITY, AND A SUMMARY OF THE CITY'S EXISTING PROHIBITION ON THE SALE OF CANNABIS PRODUCTS IN THE CITY
Recommended Action: 1) Adopt an Ordinance adding Chapter 8.58 to the Buena Park Municipal Code prohibiting the sale or distribution of highly concentrated kratom products in the City of Buena Park. Staff will also provide a summary of the Municipal Code's existing prohibition on cannabis sales in response to concerns raised by residents.

City Attorney Cardinale presented a proposed Ordinance adding Chapter 8.58 to the Buena Park Municipal Code prohibiting the sale or distribution of highly concentrated kratom products in the City of Buena Park, and provided a summary of the Municipal Code's existing prohibition on cannabis sales in response to concerns raised by residents. The kratom plant has been used to treat headaches, diarrhea, insomnia, anxiety, and opioid use withdrawal; but, has recently risen in popularity for recreational use and have created public health concerns. On October 24, 2025, the California Department of Public Health issued a consumer advisory instructing consumers to avoid Kratom or 7-OH products and explaining that "despite their wide availability, these products are illegal to sell and cannot be sold online or in stores." As a result, a number of local jurisdictions have enacted measures to control or fully prohibit kratom products. City staff proposed an Ordinance to prohibit the sale, distribution, or possession of kratom and other products within the City of Buena Park that contain more than 2% of 7-hydroxymitraginyne in the alkaloid fraction, recognizing significant health risks associated with elevated concentrations of the alkaloid; prohibit the sale of any kratom product that is adulterated with synthesized or semi-synthesized kratom alkaloids or kratom constituents; and prohibit the sale or distribution of kratom product to a person under the age of 21. Additionally, City Attorney Cardinale explained the enforcement efforts and penalty if found to be in violation of the Ordinance. A discrepancy was corrected regarding Chapter 8.58 of the Buena Park Municipal Code which was incorrectly titled as Chapter 8.56 on the agenda report and proposed Ordinance. On a related matter, staff reviewed existing regulations on prohibition of cannabis sales. Nevertheless, City Code Enforcement Officers actively enforce the prohibition on cannabis activities and involve assistance from the Police Department when necessary, and do not believe any revisions to the City's existing codes are necessary to address cannabis activity in the City.

The City Council asked about the implementation as well as Police Department’s plan on enforcement of prohibition of the sale, distribution, or possession of kratom and other products within the City of Buena Park; and, education efforts on illegality of kratom, kratom products, and cannabis in the City.

Director Foulkes indicated that, following the adoption of the Ordinance, staff will notify businesses that currently sell kratom products about the prohibition on the sale, distribution, or possession of such in the City of Buena Park.

Police Chief Nunes explained that the Police Department will take charge on enforcement wherein there are health and safety or business and profession code violations.

City Manager France recommended a full promotional campaign about the Code prohibiting the sale or distribution of highly concentrated kratom products as well as cannabis in the City of Buena Park.

MOTION: Sonne
SECOND: Ahn
AYES: Sonne, Ahn, Franco, Hoque, Traut
NOES: None

MOTION CARRIED to approve the recommended action and ADOPTED the following titled ordinance:

ORDINANCE NO. 1763
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ADDING CHAPTER 8.58 TO THE BUENA PARK MUNICIPAL CODE REGULATING THE SALE AND DISTRIBUTION OF KRATOM AND 7-OH PRODUCTS IN THE CITY

6. PUBLIC HEARING (6A – 6B)

Codes 64

6A. ORDINANCES ADOPTING AND AMENDING CODES COMPRISING THE 2025 CALIFORNIA BUILDING STANDARDS CODE, AND THE 2024 INTERNATIONAL PROPERTY MAINTENANCE CODE, SETTING A PUBLIC HEARING CONCERNING ADOPTION, AND ADOPTION OF A RESOLUTION MAKING FINDINGS IN SUPPORT OF LOCAL AMENDMENTS TO THE 2025 CALIFORNIA BUILDING STANDARDS CODE

Recommended Action: 1) Introduce Ordinances adopting by reference and amending the 2025 Edition of the California Building Standards Code, including the California Building Code, California Fire Code, California Plumbing Code, California Mechanical Code, California Electrical Code, California Residential Code, California Green Building Standards Code, California Historical Building Code, California Existing Building Code, California Wildland-Urban Interface Code, and California Referenced Standards Code, as adopted by the California Building Standards Commission, together with the local amendments outlined in the ordinances, and adopting the 2024 International Property Maintenance Code; 2) Set a public hearing and second reading for December 9, 2025; and, 3) Adopt a Resolution making the necessary findings, as required by state law to support local amendments to the 2025 California Building, Fire and related codes.

Mayor Ahn stated that this was the time and place for a public hearing to introduce Ordinances adopting by reference and amending the 2025 Edition of the California Building Standards Code, including the California Building Code, California Fire Code, California Plumbing Code, California Mechanical Code, California Electrical Code, California Residential Code, California Green Building Standards Code, California Historical Building Code, California Existing Building Code, California Wildland-Urban Interface Code, and California Referenced Standards Code, as adopted by the California Building Standards Commission, together with the local amendments outlined in the proposed Ordinances, and adopting the 2024 International Property Maintenance Code; and to consider to adopt a Resolution making the necessary findings, as required by state law to support local amendments to the 2025 California Building, Fire and related codes.

Senior Building Inspector Lester summarized the proposed code adoption for the 2025 California Building, Fire and related codes, including the proposed additional local amendments to the State building codes as presented by the Community and Economic Development Department and Orange County Fire Authority. The City Council adopted the 2022 California Building Codes at its meeting on October 11, 2022, and these codes must be updated every three years to promote greater energy efficiencies and reflect improved building techniques and safety. In addition to the statewide mandatory building codes, staff also recommended the adoption by reference of the 2024 International Property Maintenance Code which governs the use, maintenance, and occupancy of existing structures and premises, as well as administration and enforcement. Although the state does not adopt a property maintenance code on a statewide basis, the City has adopted the International Property Maintenance Code as the minimum standard for properties in Buena Park. It was noted that the ordinance adoption typically only requires a single reading for charter cities such as Buena Park. Nevertheless, state law requires that a special hearing process be followed for adoption of any standards or codes by reference. The special hearing process includes introduction of the ordinance at one meeting, and a public hearing and second reading after a minimum of 14 days. The public hearing was noticed in the Buena Park Independent on October 31, 2025, and posted at the City's required posting locations on October 30, 2025.

Mayor Ahn opened the public hearing and inquired if anyone present desired to speak. There being none, Mayor Ahn closed the public hearing.

MOTION: Traut
SECOND: Franco
AYES: Traut, Franco, Hoque, Sonne, Ahn
NOES: None

MOTION CARRIED to approve the recommended action and ADOPTED the following titled resolution:

RESOLUTION NO. 15051
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, SETTING FORTH REQUIRED FINDINGS FOR AMENDMENTS TO THE 2025 CALIFORNIA BUILDING STANDARDS CODE BASED ON LOCAL CLIMATIC, TOPOGRAPHIC AND/OR GEOLOGICAL CONDITIONS

User Fees 204 Community Services 110

6B. RESOLUTION REVISING THE FEES APPLICABLE TO COMMUNITY SERVICES DEPARTMENT PROGRAMS AND FACILITY RENTALS
Recommended Action: 1) Adopt a resolution revising the fees and charges for Community Services Department programs and facility rentals.

Mayor Ahn stated that this was the time and place for a public hearing to consider adopting a Resolution revising the fees and charges for Community Services Department programs and facility rentals.

Community Services Supervisor Sauceda discussed the proposed Resolution establishing revised fees for the use of the City's recreation facilities and participation in Community Services programs to partially recover the cost of providing these services. Community Services Supervisor Sauceda described the recent facility enhancements and expanded program offerings put in place. These investments have improved the quality, safety, and accessibility of recreation facilities and programs for Buena Park residents. Therefore, staff recommended that that the City Council approve to adjust the fees to better align with the actual cost of service delivery, to maintain service levels, and to continue offering high-quality programs.

Mayor Ahn opened the public hearing and inquired if anyone present desired to speak. There being none, Mayor Ahn closed the public hearing.

The City Council discussed the consideration of delaying the adoption of fees and charges for Community Services Department programs and facility rentals due to economic uncertainty; intent of Measure R to provide programs and services to residents; the need to revise the fees to be consistent with the increase in operational and personnel costs and substantial improvements made to recreation infrastructure;

The City Council also asked about the impact of the postponement of the effective date of the revised fees to the budget; and financial assistance available to community members unable to pay for fees.

City Manager France explained that staff would make use of the General Fund to support the adjustments needed to fund the programs and facility rentals until the revised fees take effect. Additionally, the school district would fund part-time staff's salaries whereas the full-time staff's salary would be absorbed through the General Fund.

Director Box stated that the City offers a scholarship to financially assist residents with cost of participation in programs. The resident would need to complete an application and meet certain qualifications. The Department Director has the discretion to approve and award the scholarship.

MOTION TO AMEND

MOTION TO AMEND the recommended action to delay the implementation of fees changes to a future date of January 1, 2027.

MOTION: Traut
SECOND: Franco
AYES: Traut, Franco
NOES: Hoque, Sonne, Ahn

MOTION FAILED.

MOTION TO delay the implementation of fees changes to a future date of January 1, 2028.

MOTION: Ahn
SECOND: Sonne
AYES: Ahn, Sonne
NOES: Franco, Hoque, Traut

MOTION FAILED.

MOTION TO approve the recommended action as presented.

MOTION: Hoque
SECOND: Traut
AYES: Hoque, Franco
NOES: Sonne, Traut, Ahn

MOTION FAILED.

MOTION TO table the item until the fourth quarter of 2026 (Regular City Council meeting of September 2026).

MOTION: Traut
SECOND: Ahn
AYES: Traut, Franco, Hoque, Ahn
NOES: Sonne

MOTION CARRIED to table the item until the fourth quarter of 2026 (Regular City Council meeting of September 2026).

7. COUNCIL MEMBER ANNOUNCEMENTS, CONFERENCE REPORTS AND CALENDAR REQUESTS

7A. REPORT

Council Member Hoque reported the following:
- October 29 Cops N' Goblins
- October 30 BP School District Ribbon Cutting Ceremony: Carl E. Gilbert Early Learning Center
- November 5 Veterans Honor Luncheon and Resource Fair
- November 6 Youth in Government Day
- November 6 Veterans Flag Distribution

Council Member Sonne reported the following:
- October 29 Panelist at IKEA's Building Sustainable Communities: Driving Sustainability, Circularity, and Equality
- October 30 BP Employees Halloween Parade
- November 5 Veterans Honor Luncheon and Resource Fair
- November 6 Youth in Government Day
- November 10 OCPA Board Meeting

Council Member Sonne announced that at its November 10, 2025 meeting, the OCPA Board received a financial audit report that reflected continued fiscal stability, financial transparency, sound management, and adherence to adopt a budget and reserve policies; approved an amendment to an agreement with a conservation group that provides residential customers discounted energy efficient products, obtain free efficiency kits and find easy ways to pay for EV chargers; implemented SCE's increase in basic services charge with the agreed upon three percent discount; and, began repayment to the City of Irvine for their initial investment of $7 million dollars to OCPA.

Council Member Franco reported the following:
- November 2 Dia De Los Muertos Display at The Source
- November 10 U.S. Marine's 250th birthday at American Legion Post

Council Member Franco calendared the display of the U.S. Space Force flag in the Council Chamber; and, to explore options of a decorative tile or marker in acknowledgement of AB 413.

Vice Mayor Traut reported the following:
- October 29 Cops N' Goblins
- October 29 OC Tax Roses and Radishes
- October 30 BP School District Ribbon Cutting Ceremony: Carl E. Gilbert Early Learning Center
- November 5 Veterans Honor Luncheon and Resource Fair
- November 5 Chapman University Alumni Panelist
- November 6 SCAG Energy and Environmental Committee Meeting
- November 6 Youth in Government Day
- November 8 County of Orange Gun Buyback Program
- November 10 and 11 Veterans Flag Distribution
- November 12 OCFA Budget and Finance Committee Meeting
- November 12 New Pickleball Court Opening at Heroes Park

Vice Mayor Traut reported attending the November 8, 2025 County of Orange Gun Buyback Program. Over 300 guns were anonymously surrendered by people and in exchange they received gift cards. It was another successful event in an effort to keep the community safer.

Mayor Ahn reported the following:
- October 29 Cops N' Goblins
- October 30 BP School District Ribbon Cutting Ceremony: Carl E. Gilbert Early Learning Center
- October 30 BP Employees Halloween Parade
- November 5 Veterans Honor Luncheon and Resource Fair
- November 5 OC Sanitation Trustee Board Meeting – Operations Committee
- November 6 Youth in Government Day
- November 6 Veterans Flag Distribution
- November 8 Beatty Middle School Holiday Market
- November 12 OC Hunger Alliance (OCHA) Community Convening on the Impacts of HR1
- November 12 New Pickleball Court Opening at Heroes Park

Mayor Ahn also reported meeting with local residents, nonprofits and businesses to discuss their issues and concerns.

8. RECESS/RECONVENE

Mayor Ahn recessed the meeting at 6:30 p.m. and announced the meeting would be reconvened in the City Council Chamber. The meeting was reconvened at 6:48 p.m.

9. STUDY SESSION (9A – 9C)

9A. DISCUSS AND PROVIDE DIRECTION ON PROPOSED ENERGY CONSERVATION MEASURES (ECMs) FOR CITY FACILITIES

Director of Public Works/City Engineer Mikhael presented proposed Energy Conservation Measures (ECMs) for City facilities and prioritized them based on feasibility, cost-effectiveness, operational benefits, and alignment with the City's sustainability goals. The following ECM categories identified were lighting upgrades, HVAC optimization, EV infrastructure, solar photovoltaic systems, and window film installation. Director Mikhael explained Scenarios 1 through 5 which are ECM combinations over a 20-year period, and its corresponding incentives and available federal tax benefits. Additionally, Director Mikhael provided a summary of timeline and tasks required for establishing a 5% Safe Harbor spending threshold by July 2026. Earlier this year, the City Council directed staff to submit an application to pursue a grant for the Microgrid Incentive Program (MIP) which will then designate Civic Center as the microgrid. This direction corresponds with the recently adopted Buena Park Climate Action and Adaptation Plan (CAAP). The CAAP identifies goals to include solar systems across other City-owned facilities, increase Electric Vehicle charging stations, and implement energy efficient retrofits of existing buildings. Furthermore, it was recommended that the City Council approve to proceed with Scenario 5 for this option would add solar improvements at Ehler's Event Center and allow the City to continue pursuing the MIP funding, which could result in solar improvements at the Civic Center. This option would also allow the City to expand its fleet EV charging infrastructure at locations with the highest anticipated usage and supports the purchase of additional EV vehicles over the next few years with sufficient charging capacity as well as include lighting and window film upgrades across all facilities, which will reduce electricity consumption as detailed in Section M3 of the CAP. Staff sought additional direction from the City Council about next steps.

The City Council discussed the feasibility and affordability of fulfilling the proposed ECMs for City facilities as additional funding becomes available; and, directed staff to proceed with Scenario 5.

9B. DISCUSS AND PROVIDE DIRECTION REGARDING THE CITY COUNCIL'S CERTIFICATE POLICY

Director of Government and Community Relations/City Clerk Jimenez summarized the existing City Council Policy with regards to issuing resolutions, proclamations, and certificates of commendation, congratulations, and recognition to honor individuals, organizations, and events that contribute positively to the Buena Park community. At the request of Mayor Ahn, the policy was presented to the City Council for review and proposed amendments were made to promote transparency, consistency, and inclusivity in the recognition process while maintaining appropriate administrative oversight.

Mayor Ahn spoke regarding the intent of the policy revision to allow for flexibility in terms of approval and signing of certificates.

Vice Mayor Traut recommended establishing a limit of 100 certificates to be issued per Council Member per year without Mayoral approval; and, a revision to the policy stating that requests not specifically outlined in the policy may be issued at the Mayor's discretion.

The City Council directed staff to establish a limit of 100 certificates to be issued per Council Member per year without Mayoral approval; and, a revision to the policy stating that requests not specifically outlined in the policy may be issued at the Mayor's discretion.

9C. DISCUSS AND PROVIDE DIRECTION REGARDING THE NOVEMBER 13, 2025, CITY SELECTION COMMITTEE MEETING APPOINTMENTS

Director of Government and Community Relations/City Clerk Jimenez provided a report regarding appointments being considered and voted on for the Orange County City Selection Committee for District 4 and announced that the next meeting will be held on November 13, 2025. In addition, the City Selection Committee is considering amendments to the By-Laws as it relates to the Orange County Operational Area Executive Board, the Orange County Human Relations Commission, the California Coastal Commission, and minor cleanup language. It was requested that the City Council discuss and provide direction to the Mayor regarding appointments being considered and voted on for the Orange County City Selection Committee.

The City Council directed the Mayor to vote on committee appointments for District 4 as discussed and the approval of the revised City Selection Committee Bylaws.

10. CITY MANAGER REPORT

City Manager France reported the following:

- Anaheim Union High School District Meeting, November 13, 2025, 6:00 p.m. The Board will discuss the relocation of Hope School to the renovated former Orangeview Junior High School by the end of Summer 2026.
- Special City Council Meeting – Strategic Planning, November 17, 2025, 1:00 p.m. – 6:00 p.m., in the Main Conference Room.
- Employee Canned Food Drive, November 18, 2025, 3:00 p.m.
- BP Employee Pie Party, November 20, 2025, 3:30 p.m., in the City Clerk's Office Hallway.
- Friendly Mart Grand Opening, November 25, 2025, 8:00 a.m. – 9:00 a.m., at William Peak Park.
- BP Employee Holiday Reception, December 4, 2025, 5:00 p.m., at City Hall lobby.
- Clean Up Along Auto Center Drive, in partnership with EDCO, November 26, 2025.

11. COMMISSION & COMMITTEE UPDATES

Director of Government and Community Relations/City Clerk Jimenez reported one vacancy on the Community Development Block Grant Committee – District 3.

12. ADJOURNMENT

There being no further business, Mayor Ahn adjourned the meeting at 7:57 p.m.

_____
Mayor

ATTEST:

_____
City Clerk

MINUTES OF A SPECIAL MEETING
OF THE BUENA PARK CITY COUNCIL
HELD NOVEMBER 17, 2025

1. CALL TO ORDER

The City Council met in a special meeting on Monday, November 17, 2025, at 1:00 p.m., in the Main Conference Room of Buena Park City Hall, 6650 Beach Boulevard, Buena Park, California, Mayor Ahn presiding.

1A. CALL TO ORDER

1B. ROLL CALL

PRESENT: Franco, Hoque, Sonne, Traut, Ahn
ABSENT: None

Also present were: Aaron France, City Manager; Chris Cardinale, City Attorney; and Adria M. Jimenez, MMC, Director of Government and Community Relations/City Clerk.

1C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Frank Nunes, Buena Park Police Chief.

2A. ORAL COMMUNICATIONS

Mayor Ahn announced the public may at this time address the members of the City Council on any matters within the jurisdiction of the City Council. There being none, Mayor Ahn closed oral communications.

3. STRATEGIC PLANNING WORKSHOP

City Manager France introduced the Strategic Planning Workshop Facilitator, Marie Knight, and noted that this workshop is a continuation of the session held on September 16. During the September 16 workshop, the City Council identified priorities and corresponding objectives. The purpose of the current workshop is to review those objectives in detail and determine whether the City Council wishes to incorporate them into the 2026–2028 two-year strategic plan.

Each Department Director presented goals and objectives and answered questions from the City Council.

At the conclusion of the workshop, the following goals and objectives were supported by the City Council for formal adoption at a future City Council meeting:

Goal #1: Maintain Fiscal Responsibility

Objectives:

1. Review and potentially enhance and/or increase the reserve policy, incorporating Measure R funds, to strengthen future financial resiliency.
2. Implement a transparent reporting process for Measure R funds.
3. Provide the City Council with periodic updates on revenue trends, including sales tax.

Goal #2: Advance Strategic Economic Development To Drive Investment, Employment and Growth

Objectives:

1. Identify underused or vacant commercial and industrial properties for participation in a redevelopment or blight removal program which incentivizes property owners to redevelop their vacant storefronts.
2. Explore strategic partnerships with local schools, major employers, chambers of commerce, trade groups and regional programs to increase local participation in training and workforce development programs.
3. Contract for the development of a business assessment (Market Leakage) report to identify needed and unique businesses and then conduct a focused business attraction effort.
4. Prepare and release a Request for Proposals (RFP) for the development of the city-owned property at 7851 Beach Boulevard

Goal #3: Employee Development And Capacity (Human Resources)

Objectives:

1. Create a formal internship program which includes partnering with local schools or apprenticeship programs.
2. Evaluate and implement the recommendations of the citywide staffing needs assessment identified in the MRG report.
3. Prioritize professional development and educational opportunities for all staff, with a particular focus on developing a standardized leadership academy for future supervisors.
4. Research software programs to create efficiencies, improve staff capacity, and enhance services to the public.

Goal #4: City Beautification, Infrastructure, And Open Space Enhancements

Objectives:

1. Improve City Infrastructure and Enhance Green Infrastructure
   A. Expand Tree Program to increase canopy coverage citywide by more than 1,000 trees per year.
   B. Improve pavement condition index through additional paving opportunities.
   C. Improve general open space and active transportation by enhancing streetscapes, bike lanes and medians.

2. Promote Diverse and Inclusive Access to Open Space
   A. Prioritize Park renovations to improve accessibility and inclusivity.
   B. Reimagine underutilized parks for multi-use and community-driven programming.
   C. Add meditation and wellness spaces into parks to promote mental and physical health.
   D. Identify locations for increased pocket park options to ensure all residents have walkable access to open spaces within their neighborhoods.

3. Advance Cultural and Community Identity
   A. Implement the Cultural Arts Master Plan to integrate public art and creative expression throughout the city.
   B. Develop logos, wayfinding, signage standards for each district
   C. Implement wayfinding and gateway signage programs.
   D. Establish an Arts/Museum District through cultural asset mapping and partnerships.

Goal #5: Community Engagement and Empowerment

Objectives:

1. Strengthen business and economic partnerships and find opportunities and options for proactive, in-person engagement with the business community.
2. Develop and promote inclusive community and recreational programming, especially in underserved areas.
3. Expand outreach and promotion of community resources and programs, including partnerships with local non-profits and other organizations.

ADJOURNMENT

There being no further business, Mayor Ahn adjourned the meeting at 3:48 p.m.

_____
Mayor

ATTEST:

_____
City Clerk

December 9, 2025
CONSENT CALENDAR
Item No. 5B.

City Council Agenda Report

RESOLUTIONS APPROVING CLAIMS AND DEMANDS

PREPARED BY	PRESENTED BY
Sung Hyun, Director of Finance	Sung Hyun, Director of Finance
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Sung Hyun, Director of Finance	Aaron France, City Manager

RECOMMENDED ACTION

Adopt Resolutions approving the Claims and Demands.

PREVIOUS CITY COUNCIL ACTION

None.

Attachments

Claims 433351-433551 reso.pdf
Claims 433351-433551 att1of2 resolist.pdf
Claims 433351-433551 att2of2 voids.pdf
Claims 433552-433784 reso.pdf
Claims 433552-433784 att1of2 resolist.pdf
Claims 433552-433784 att2of2 voids.pdf
Claims PR111425 reso.pdf
Claims PR111425 att1of1 resolist.pdf
Claims PR112825 reso.pdf
Claims PR112825 att1of1 resolist.pdf

RESOLUTION NO _____,

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $2,167,766.66 DEMAND NOS., 433351 THROUGH 433551 CANCELLED NOS 432752, 432854 AND 433250 VOIDS SEE ATTACHED LIST

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: That in accordance with Section 37202 of the Government Code, the Director of Finance or his designated representative hereby certify to the accuracy of the following demands and to the availability of funds for payment thereof.

_____
Director of Finance

SECTION 2: That claims and demands Nos. 433351 through 433551 the sum of $2,167,766.66 set forth on the 15-page register attached to this resolution and made a part hereof have been audited as required by law and are hereby allowed as set forth.

PASSED AND ADOPTED this _____ day of _____ 2025 by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

I hereby certify that the foregoing Resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park held this _____ day of _____ 2025

_____
City Clerk

SELECTION CRITERIA: transact.trans_date between '20251023 00:00:00.000' and '20251105 00:00:00.000'
ACCOUNTING PERIOD: 5/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO		ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	432752	V	09/24/25	10012952	LOOPNET	632110	INVOICE SEPT-25	0.00	-111.96
1011	432854	V	09/24/25	10002020	ULINE, INC.	11	SHIPPING & HANDLING	0.00	-94.54
1011	432854	V	09/24/25	10002020	ULINE, INC.	11	TAX	0.00	-388.63
1011	432854	V	09/24/25	10002020	ULINE, INC.	11	#H-11619BL - VINYL PIN	0.00	-4,440.00
TOTAL CHECK								0.00	-4,923.17
1011	433250	V	10/22/25	00002715	ROGER PLUMLEE	650208	POST MGT 11/17-21/25	0.00	-640.00
1011	433351		11/05/25	10005077	JAVIER GOMEZ	650303	COURT DATA UPGRADE	0.00	1,250.00
1011	433352		11/05/25	10003794	A T & T	170670	9391026055 OCT-25	0.00	31.41
1011	433352		11/05/25	10003794	A T & T	170670	9391026112 OCT-25	0.00	31.41
1011	433352		11/05/25	10003794	A T & T	170670	9391026056 OCT-25	0.00	31.41
1011	433352		11/05/25	10003794	A T & T	170670	9391050380 OCT-25	0.00	31.41
1011	433352		11/05/25	10003794	A T & T	170670	9391026113 OCT-25	0.00	31.41
1011	433352		11/05/25	10003794	A T & T	126143	9391026115 OCT-25	0.00	31.41
1011	433352		11/05/25	10003794	A T & T	170670	9391054290 OCT-25	0.00	31.41
1011	433352		11/05/25	10003794	A T & T	126143	9391026072 OCT-25	0.00	31.41
1011	433352		11/05/25	10003794	A T & T	860810	9391026053 OCT-25	0.00	31.41
1011	433352		11/05/25	10003794	A T & T	170670	9391026107 OCT-25	0.00	31.41
1011	433352		11/05/25	10003794	A T & T	170670	9391026100 OCT-25	0.00	61.27
1011	433352		11/05/25	10003794	A T & T	126143	9391026070 OCT-25	0.00	61.27
1011	433352		11/05/25	10003794	A T & T	170670	9391026049 OCT-25	0.00	216.67
1011	433352		11/05/25	10003794	A T & T	660241	9391026088 OCT-25	0.00	240.38
1011	433352		11/05/25	10003794	A T & T	170670	9391031458 OCT-25	0.00	310.80
1011	433352		11/05/25	10003794	A T & T	170670	9391036465 OCT-25	0.00	458.26
TOTAL CHECK								0.00	1,662.75
1011	433353		11/05/25	10004247	A T & T MOBILITY	631140	287260985373 OCT-25	0.00	246.65
1011	433354		11/05/25	10004247	A T & T MOBILITY	170670	287261541007X10172025	0.00	89.72
1011	433355		11/05/25	10004247	A T & T MOBILITY	126143	287345550627 OCT-25	0.00	219.48
1011	433356		11/05/25	10004247	A T & T MOBILITY	275305	828554058 OCT-25	0.00	129.04
1011	433357		11/05/25	10004247	A T & T MOBILITY	731150	996095853 OCT-25	0.00	312.47
1011	433358		11/05/25	00005626	ABBA TERMITE & PESTCONTR	170670	PEST CONTROL	0.00	650.00
1011	433359		11/05/25	10014643	ADEVA, JUAN L	52	UB REFUND	0.00	38.62
1011	433360		11/05/25	00003929	AFLAC	73	OCTOBER-25 CHARGES	0.00	6,213.66
1011	433361		11/05/25	10012896	AGILE OCCUPATIONAL MEDIC	121110	PHYS & HEP-B OCT-25	0.00	1,422.00
1011	433362		11/05/25	10011991	AIMTD, LLC	590025	SIGNAL ANALYSIS	0.00	660.00
1011	433363		11/05/25	10013157	AIRGAP LABS, LLC	126143	FORTINET SUPP/OCT-25	0.00	3,874.00
1011	433364		11/05/25	10014658	KEITH AND TAMI ALAN	11	REF/RF-25-239 WASTE	0.00	600.00

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	433365	11/05/25	10003198	ALL CITY MANAGEMENT SERV	550502	SCH.CRS.GRD/SEP-OCT25	0.00	10,513.90
1011	433366	11/05/25	10013705	ALL PRO BEVERAGE, INC.	170670	5LB.EURO BLEND/OCT-25	0.00	183.62
1011	433367	11/05/25	10012598	UNIVERSAL BUILDING MAINT	170670	CITY HALL MT/SEP-25	0.00	20,474.83
1011	433367	11/05/25	10012598	UNIVERSAL BUILDING MAINT	650306	PD DAY PORTER/SEP-25	0.00	7,958.58
1011	433367	11/05/25	10012598	UNIVERSAL BUILDING MAINT	875805	COM,REC,YRD/SEP-25	0.00	2,428.50
1011	433367	11/05/25	10012598	UNIVERSAL BUILDING MAINT	170670	CITY HALL MT/AUG-25	0.00	20,474.83
1011	433367	11/05/25	10012598	UNIVERSAL BUILDING MAINT	650306	PD DAY PORTER/AUG-25	0.00	7,958.58
1011	433367	11/05/25	10012598	UNIVERSAL BUILDING MAINT	875805	COM,REC,YRD/AUG-25	0.00	2,428.50
TOTAL CHECK							0.00	61,723.82
1011	433368	11/05/25	10007352	ALVAREZ-GLASMAN & COLVIN	110105	GEN LAW COST/JULY-25	0.00	1,647.94
1011	433368	11/05/25	10007352	ALVAREZ-GLASMAN & COLVIN	110105	RETAINER/JULY-25	0.00	22,500.00
TOTAL CHECK							0.00	24,147.94
1011	433369	11/05/25	00005672	AMERICAN WATER WORKS ASS	352363	MBR DUES 2026	0.00	5,233.00
1011	433370	11/05/25	00002638	AUTOLIFT SERVICES, INC.	171710	CAR LIFT REPAIR	0.00	2,423.97
1011	433371	11/05/25	00006700	B L WALLACE DISTRIBUTOR	352363	METER BOXES/LIDS	0.00	73.66
1011	433371	11/05/25	00006700	B L WALLACE DISTRIBUTOR	352363	METER BOXES/LIDS	0.00	839.59
TOTAL CHECK							0.00	913.25
1011	433372	11/05/25	10004429	BC TRAFFIC SPECIALIST, I	560231	SPECIAL: TYPE 1 PLASTI	196.87	2,446.87
1011	433372	11/05/25	10004429	BC TRAFFIC SPECIALIST, I	560231	SPECIAL: 28" TRAFFIC C	80.95	1,005.95
TOTAL CHECK							277.82	3,452.82
1011	433373	11/05/25	10013308	BEHAVIOR ANALYSIS TRAINI	650208	INVEST 1/5-9/26	0.00	575.00
1011	433373	11/05/25	10013308	BEHAVIOR ANALYSIS TRAINI	650208	INVEST TRG.1/5-9/2026	0.00	575.00
TOTAL CHECK							0.00	1,150.00
1011	433374	11/05/25	10013139	CHRISTINA BELTRAN	651607	CNOA TRG. 11/21-25/25	0.00	780.00
1011	433375	11/05/25	10014660	LAIMIS BELZINSKAS	995100	HOSTED MEDIA	0.00	3,083.47
1011	433376	11/05/25	10006864	SELF INSURED SERVICES CO	73	OCT-25 DENTAL INVOICE	0.00	23,576.00
1011	433377	11/05/25	10007684	BEST LAWNMOWER, INC	860810	SAFETY HARNESS	0.00	630.74
1011	433377	11/05/25	10007684	BEST LAWNMOWER, INC	860810	EQUIPMENT REPAIR	0.00	63.26
1011	433377	11/05/25	10007684	BEST LAWNMOWER, INC	860810	EQUIPMENT REPAIR	0.00	104.77
TOTAL CHECK							0.00	798.77
1011	433378	11/05/25	00000011	MANHATTAN STITCHING COMP	170670	#C865 BLACK HATS, EMBR	39.38	489.38
1011	433379	11/05/25	10002369	BRINK'S INCORPORATED	11	SVC FOR SEPT-25	0.00	1,230.80
1011	433380	11/05/25	00000759	BUENA PARK PLAQUE & TROP	170670	NAME PLATES	0.00	68.51
1011	433380	11/05/25	00000759	BUENA PARK PLAQUE & TROP	170670	NAME PLATES	0.00	45.68
1011	433380	11/05/25	00000759	BUENA PARK PLAQUE & TROP	106119	SILVERADO BANNER	0.00	217.50
1011	433380	11/05/25	00000759	BUENA PARK PLAQUE & TROP	106119	SILVERADO PD BANNER	0.00	217.50

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FUND - 11 - GENERAL FUND

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1011	433380	11/05/25	00000759	BUENA PARK PLAQUE & TROP	106119	SILVERADO PD BANNER	0.00	97.88
TOTAL CHECK							0.00	647.07
1011	433381	11/05/25	00000860	BUENA PARK UNIFIED SCHOO	275130	TRIP 2817 PEAK PARK	0.00	45.00
1011	433381	11/05/25	00000860	BUENA PARK UNIFIED SCHOO	275130	TRIP#2792 PEAK PARK	0.00	47.00
TOTAL CHECK							0.00	92.00
1011	433382	11/05/25	00000407	CAMERON WELDING SUPPLY I	171710	PROPANE	0.00	117.78
1011	433383	11/05/25	10008346	JAMES NOWLIN	106119	OVERNIGHT SECURITY	0.00	385.00
1011	433384	11/05/25	10004469	CERRITOS DODGE CHRYSLER	171710	HOOD CABLE	0.00	125.12
1011	433385	11/05/25	00000337	CERTIFIED FOLDER DISPLAY	995100	TRAVEL ARTI.FULFILLME	0.00	349.48
1011	433386	11/05/25	10012931	CHARTER COMMUNICATIONS	170670	188676301 OCT-25	0.00	339.15
1011	433387	11/05/25	10012931	CHARTER COMMUNICATIONS	170670	188676701 OCT-25	0.00	118.49
1011	433388	11/05/25	10012931	CHARTER COMMUNICATIONS	170670	188676901 OCT-25	0.00	200.00
1011	433389	11/05/25	10014578	STEVEN HOLLINS	275105	CATERING 11/06/25	0.00	2,548.01
1011	433390	11/05/25	10014664	JONG KWUN CHO	106128	REIMB/VAN RT/SIS CITY	0.00	3,820.41
1011	433391	11/05/25	10014503	CITY ELECTRIC SUPPLY	170670	HARDWARE ELECTRICAL	0.00	933.81
1011	433391	11/05/25	10014503	CITY ELECTRIC SUPPLY	170670	HARDWARE ELECTRICAL	0.00	234.68
1011	433391	11/05/25	10014503	CITY ELECTRIC SUPPLY	170670	HARDWARE	0.00	234.68
TOTAL CHECK							0.00	1,403.17
1011	433392	11/05/25	00007665	COAST RECREATION	860810	PLAYGROUND PARTS	0.00	8,124.85
1011	433393	11/05/25	00004342	COPWARE, INC.	650208	COPWARE - CALIFORNIA P	0.00	2,550.00
1011	433393	11/05/25	00004342	COPWARE, INC.	650208	SITE LICENSE FOR 76-10	0.00	212.50
TOTAL CHECK							0.00	2,762.50
1011	433395	11/05/25	00001078	COUNTY OF ORANGE	170670	136-211-39 FY 25-26	0.00	45.62
1011	433395	11/05/25	00001078	COUNTY OF ORANGE	170670	260-071-02 FY 25-26	0.00	384.00
1011	433395	11/05/25	00001078	COUNTY OF ORANGE	170670	263-431-23 FY 25-26	0.00	384.00
1011	433395	11/05/25	00001078	COUNTY OF ORANGE	170670	276-282-46 FY 25-26	0.00	384.00
1011	433395	11/05/25	00001078	COUNTY OF ORANGE	170670	276-213-02 FY 25-26	0.00	384.00
1011	433395	11/05/25	00001078	COUNTY OF ORANGE	170670	276-213-03 FY 25-26	0.00	384.00
1011	433395	11/05/25	00001078	COUNTY OF ORANGE	170670	277-021-03 FY 25-26	0.00	384.00
1011	433395	11/05/25	00001078	COUNTY OF ORANGE	170670	134-204-07 FY 25-26	0.00	384.00
1011	433395	11/05/25	00001078	COUNTY OF ORANGE	170670	070-424-02 FY 25-26	0.00	384.00
1011	433395	11/05/25	00001078	COUNTY OF ORANGE	170670	276-282-19 FY 25-26	0.00	384.00
1011	433395	11/05/25	00001078	COUNTY OF ORANGE	170670	069-130-56 FY 25-26	0.00	384.00
1011	433395	11/05/25	00001078	COUNTY OF ORANGE	170670	276-191-08 FY 25-26	0.00	391.70
1011	433395	11/05/25	00001078	COUNTY OF ORANGE	170670	263-581-15 FY 25-26	0.00	481.76
1011	433395	11/05/25	00001078	COUNTY OF ORANGE	170670	136-211-40 FY 25-26	0.00	495.26
1011	433395	11/05/25	00001078	COUNTY OF ORANGE	170670	134-041-03 FY 25-26	0.00	1,521.82
1011	433395	11/05/25	00001078	COUNTY OF ORANGE	170670	136-101-04 FY 25-26	0.00	1,753.88

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	433395	11/05/25	00001078	COUNTY OF ORANGE	170670	066-241-19 FY 25-26	0.00	1,776.86
1011	433395	11/05/25	00001078	COUNTY OF ORANGE	170670	276-282-20 FY 25-26	0.00	4,926.46
1011	433395	11/05/25	00001078	COUNTY OF ORANGE	170670	135-011-11 FY 25-26	0.00	5,982.72
1011	433395	11/05/25	00001078	COUNTY OF ORANGE	170670	276-311-29 FY 25-26	0.00	6,050.10
1011	433395	11/05/25	00001078	COUNTY OF ORANGE	170670	135-412-01 FY 25-26	0.00	7,635.26
1011	433395	11/05/25	00001078	COUNTY OF ORANGE	170670	070-731-06 FY 25-26	0.00	10,409.92
1011	433395	11/05/25	00001078	COUNTY OF ORANGE	170670	276-311-27 FY 25-26	0.00	12,488.76
1011	433395	11/05/25	00001078	COUNTY OF ORANGE	170670	136-203-40 FY 25-26	0.00	13,378.58
1011	433395	11/05/25	00001078	COUNTY OF ORANGE	170670	276-101-46 FY 25-26	0.00	15,297.02
1011	433395	11/05/25	00001078	COUNTY OF ORANGE	170670	276-311-26 FY 25-26	0.00	20,820.18
TOTAL CHECK							0.00	107,295.90
1011	433396	11/05/25	10002389	COUNTY OF ORANGE TREASUR	550502	CITES SURCHG/SEPT-25	0.00	12,519.50
1011	433397	11/05/25	10002389	COUNTY OF ORANGE TREASUR	650302	ROUTER/SEPT-25	0.00	1,129.32
1011	433398	11/05/25	10002389	COUNTY OF ORANGE TREASUR	650308	AFIS/SEPT-25	0.00	2,478.00
1011	433399	11/05/25	10002389	COUNTY OF ORANGE TREASUR	160105	800 MHZ CST OCT-DEC25	0.00	5,415.36
1011	433399	11/05/25	10002389	COUNTY OF ORANGE TREASUR	651611	800 MHZ CST OCT-DEC25	0.00	34,404.53
TOTAL CHECK							0.00	39,819.89
1011	433400	11/05/25	00000033	CRAFCO INC	560211	#34977ER-5-CA04 HP ER	125.55	1,745.55
1011	433401	11/05/25	10009309	CREATIVE VISION GROUP, L	105105	BP TODAY/WINTER-25-26	0.00	3,017.82
1011	433402	11/05/25	00009781	CSULB FOUNDATION	650208	INT'L AFF 1/26-28/26	0.00	405.00
1011	433403	11/05/25	00009781	CSULB FOUNDATION	650208	TITLE 15 TRG 04/28/26	0.00	125.00
1011	433404	11/05/25	10011541	L.N. CURTIS AND SONS	650208	UNIFORM -HERNANDEZ	0.00	409.78
1011	433404	11/05/25	10011541	L.N. CURTIS AND SONS	650208	UNIFORM - RUBALCAVA	0.00	98.57
1011	433404	11/05/25	10011541	L.N. CURTIS AND SONS	650208	UNIFORM-KUHN	0.00	142.59
1011	433404	11/05/25	10011541	L.N. CURTIS AND SONS	651612	UNIFORM - SALDANA	0.00	143.76
TOTAL CHECK							0.00	794.70
1011	433405	11/05/25	00005287	CALIFORNIA WATER ENVIRON	452410	RENEW FRANK MOORE	0.00	129.00
1011	433406	11/05/25	00003865	DAVID TAUSSIG & ASSOCIAT	11	CFD SVC AUG-SEP-25	0.00	1,300.68
1011	433407	11/05/25	00009924	DIAMOND ENVIRONMENTAL SE	275210	EVENT THREE COMPARTMEN	0.00	539.00
1011	433407	11/05/25	00009924	DIAMOND ENVIRONMENTAL SE	275210	50 GALLON FRESH WATER	0.00	80.00
TOTAL CHECK							0.00	619.00
1011	433408	11/05/25	00003862	RYAN DIERINGER	71	COMPUTER LOAN	0.00	1,295.92
1011	433409	11/05/25	10014657	DUKE PLUMBING	11	REF/E22-0463/6625 LA	0.00	5,000.00
1011	433410	11/05/25	00009627	EMCOR SERVICE MESA ENERG	170670	HVAC REPAIR	0.00	2,052.53
1011	433411	11/05/25	10013421	ENGINE VISION FUND I LLC	995100	ANAHEIM TVL GUIDE AD	0.00	5,950.00

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FUND - 11 - GENERAL FUND

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1011	433412	11/05/25	10002187	ENGINEERING RESOURCES OF	590185	KNOTT AVE REHAB/SEP25	0.00	24,947.50
1011	433413	11/05/25	10008311	EVERETT DOREY, LLP	107420	DANIEL GUILLEN	0.00	5,157.39
1011	433414	11/05/25	10013499	EWING IRRIGATION PRODUCT	860810	IRRIGATION	0.00	19.97
1011	433414	11/05/25	10013499	EWING IRRIGATION PRODUCT	860810	IRRIGATION	0.00	152.27
1011	433414	11/05/25	10013499	EWING IRRIGATION PRODUCT	860810	IRRIGATION	0.00	497.56
1011	433414	11/05/25	10013499	EWING IRRIGATION PRODUCT	860810	IRRIGATION	0.00	252.34
1011	433414	11/05/25	10013499	EWING IRRIGATION PRODUCT	860810	IRRIGATION	0.00	200.91
1011	433414	11/05/25	10013499	EWING IRRIGATION PRODUCT	860810	IRRIGATION	0.00	170.94
1011	433414	11/05/25	10013499	EWING IRRIGATION PRODUCT	860810	IRRIGATION	0.00	689.19
1011	433414	11/05/25	10013499	EWING IRRIGATION PRODUCT	860810	IRRIGATION	0.00	219.96
1011	433414	11/05/25	10013499	EWING IRRIGATION PRODUCT	860810	IRRIGATION	0.00	670.66
1011	433414	11/05/25	10013499	EWING IRRIGATION PRODUCT	860810	IRRIGATION	0.00	219.96
1011	433414	11/05/25	10013499	EWING IRRIGATION PRODUCT	860810	IRRIGATION	0.00	126.64
TOTAL CHECK							0.00	3,220.40
1011	433415	11/05/25	10009464	FACILITRON, INC.	275205	FAC USE/ALL SHOOK UP	0.00	5,182.87
1011	433416	11/05/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	IDLER TENSIONER	0.00	34.80
1011	433416	11/05/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	FILTERS	0.00	253.50
1011	433416	11/05/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	FUEL FILTER	0.00	4.43
1011	433416	11/05/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	THERMOSTAT	0.00	8.92
1011	433416	11/05/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	IGNITION COIL	0.00	54.20
1011	433416	11/05/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	COIL BOOTS	0.00	64.17
1011	433416	11/05/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	PULLEY	0.00	26.06
1011	433416	11/05/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	MASTER CYLINDER	0.00	86.00
1011	433416	11/05/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	TIMING BELT	0.00	44.87
1011	433416	11/05/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	WATER PUMP	0.00	67.89
1011	433416	11/05/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	THERMOSTAT	0.00	51.50
1011	433416	11/05/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	WATER PUMP	0.00	59.79
1011	433416	11/05/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	STOCK ORDER	0.00	191.28
1011	433416	11/05/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	STARTER MOTOR	0.00	244.81
1011	433416	11/05/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	STOCK ORDER	0.00	194.25
1011	433416	11/05/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	RACK N PINION	0.00	494.49
TOTAL CHECK							0.00	1,880.96
1011	433417	11/05/25	00003881	FERGUSON ENTERPRISES, IN	352363	METER E CODER	0.00	2,359.95
1011	433418	11/05/25	00006773	FERGUSON WATERWORKS CORP	352363	NEPTUNE 360 HOSTED SOF	0.00	44,970.00
1011	433419	11/05/25	10007059	FIVESTAR RUBBER STAMP ET	560212	BADGES	0.00	26.42
1011	433419	11/05/25	10007059	FIVESTAR RUBBER STAMP ET	160105	BADGES	0.00	26.42
1011	433419	11/05/25	10007059	FIVESTAR RUBBER STAMP ET	275110	BADGES	0.00	35.88
TOTAL CHECK							0.00	88.72
1011	433420	11/05/25	10013464	JOHNNIES PAINT AND BODY	171710	BODY REPAIR	0.00	3,595.63
1011	433421	11/05/25	10013189	FLOCK GROUP INC.	650701	POLE REPLACEMENT	0.00	1,000.00
1011	433422	11/05/25	10003190	FOOD 4 LESS	275605	SUPPLIES WINGS	0.00	72.71
1011	433422	11/05/25	10003190	FOOD 4 LESS	275105	SUPPLIES YOUTH GOV	0.00	166.32

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1011	433422	11/05/25	10003190	FOOD 4 LESS	275105	ORANGES YOUTH GOV	0.00	59.88
1011	433422	11/05/25	10003190	FOOD 4 LESS	275605	SUPPLIES WINGS	0.00	81.63
1011	433422	11/05/25	10003190	FOOD 4 LESS	275606	FOOD SUPPLIES ELOP	0.00	175.74
1011	433422	11/05/25	10003190	FOOD 4 LESS	275606	SUPPLIES ELOP	0.00	243.12
TOTAL CHECK							0.00	799.40
1011	433423	11/05/25	10014651	FOOTHILL FIRE PROTECTION	170670	RANGE HOOD SVC	0.00	409.12
1011	433424	11/05/25	00001095	FRANCHISE TAX BOARD	73	DED:0071 MISC	0.00	100.00
1011	433425	11/05/25	00000046	FULLER ENGINEERING INC	352363	CL2 LINDEN	0.00	880.88
1011	433425	11/05/25	00000046	FULLER ENGINEERING INC	352363	CL2 BOISSERANC	0.00	848.25
1011	433425	11/05/25	00000046	FULLER ENGINEERING INC	171710	FLOOR MATS	0.00	258.60
1011	433425	11/05/25	00000046	FULLER ENGINEERING INC	171710	CAB PROTECTOR	0.00	754.25
1011	433425	11/05/25	00000046	FULLER ENGINEERING INC	352363	CL2 KNOTT	0.00	84.83
1011	433425	11/05/25	00000046	FULLER ENGINEERING INC	352363	CL2 CABALLERO	0.00	226.20
1011	433425	11/05/25	00000046	FULLER ENGINEERING INC	352363	CL2 FREEWAY	0.00	343.65
1011	433425	11/05/25	00000046	FULLER ENGINEERING INC	352363	CL2 HOLDER	0.00	598.13
TOTAL CHECK							0.00	3,994.79
1011	433426	11/05/25	00004593	FUN ON THE FARM, INC.	275120	HORSE FUN/FALL-25	0.00	249.38
1011	433427	11/05/25	00006581	FURLONG & FURLONG ASSOC	352267	WATER SHUT OFF NOTICE	125.74	1,748.24
1011	433427	11/05/25	00006581	FURLONG & FURLONG ASSOC	352267	FREIGHT	0.00	97.00
TOTAL CHECK							125.74	1,845.24
1011	433428	11/05/25	00002221	MICHAEL GALOS	651607	CNOA TRG,11/21-25/25	0.00	780.00
1011	433430	11/05/25	00002166	GANAHL LUMBER CORP	860815	GRAFFITI	0.00	271.85
1011	433430	11/05/25	00002166	GANAHL LUMBER CORP	275135	YOUTH SPORTS	0.00	11.91
1011	433430	11/05/25	00002166	GANAHL LUMBER CORP	106119	SILVERADO DAYS	0.00	2.59
1011	433430	11/05/25	00002166	GANAHL LUMBER CORP	106119	SILVERADO DAYS	0.00	951.62
1011	433430	11/05/25	00002166	GANAHL LUMBER CORP	106119	SILVERADO DAYS	0.00	399.47
1011	433430	11/05/25	00002166	GANAHL LUMBER CORP	106119	SILVERADO DAYS	0.00	424.09
1011	433430	11/05/25	00002166	GANAHL LUMBER CORP	860810	SUPPLIES	0.00	48.88
1011	433430	11/05/25	00002166	GANAHL LUMBER CORP	352363	SIDEWALK REPAIR	0.00	49.66
1011	433430	11/05/25	00002166	GANAHL LUMBER CORP	560640	SUPPLIES	0.00	18.48
1011	433430	11/05/25	00002166	GANAHL LUMBER CORP	170670	HARDWARE	0.00	55.46
1011	433430	11/05/25	00002166	GANAHL LUMBER CORP	860810	SUPPLIES	0.00	133.68
1011	433430	11/05/25	00002166	GANAHL LUMBER CORP	860815	GRAFFITI	0.00	39.12
1011	433430	11/05/25	00002166	GANAHL LUMBER CORP	106119	SILVERADO DAYS	0.00	30.41
1011	433430	11/05/25	00002166	GANAHL LUMBER CORP	860810	SUPPLIES	0.00	57.84
1011	433430	11/05/25	00002166	GANAHL LUMBER CORP	106119	SILVERADO DAYS	0.00	77.44
1011	433430	11/05/25	00002166	GANAHL LUMBER CORP	106119	SILVERADO DAYS	0.00	101.06
1011	433430	11/05/25	00002166	GANAHL LUMBER CORP	170670	HARDWARE	0.00	200.01
1011	433430	11/05/25	00002166	GANAHL LUMBER CORP	352363	FREEWAY WELL	0.00	121.42
1011	433430	11/05/25	00002166	GANAHL LUMBER CORP	352363	TRUCK STOCK	0.00	42.39
1011	433430	11/05/25	00002166	GANAHL LUMBER CORP	106119	SILVERADO DAYS	0.00	218.38
1011	433430	11/05/25	00002166	GANAHL LUMBER CORP	106119	SILVERADO DAYS	0.00	58.69
1011	433430	11/05/25	00002166	GANAHL LUMBER CORP	352570	RAIN GEAR	0.00	55.44
1011	433430	11/05/25	00002166	GANAHL LUMBER CORP	860810	SUPPLIES	0.00	149.03
1011	433430	11/05/25	00002166	GANAHL LUMBER CORP	860810	SUPPLIES	0.00	176.07

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	433430	11/05/25	00002166	GANAHL LUMBER CORP	860815	GRAFFITI	0.00	75.08
1011	433430	11/05/25	00002166	GANAHL LUMBER CORP	860815	GRAFFITI	0.00	84.04
1011	433430	11/05/25	00002166	GANAHL LUMBER CORP	860815	GRAFFITI	0.00	18.44
1011	433430	11/05/25	00002166	GANAHL LUMBER CORP	860815	GRAFFITI	0.00	240.44
1011	433430	11/05/25	00002166	GANAHL LUMBER CORP	860810	SUPPLIES	0.00	246.92
1011	433430	11/05/25	00002166	GANAHL LUMBER CORP	170670	SANDING PADS	0.00	19.56
1011	433430	11/05/25	00002166	GANAHL LUMBER CORP	170670	PAINT SUPPLIES	0.00	156.74
1011	433430	11/05/25	00002166	GANAHL LUMBER CORP	170670	PAINTING SUPPLIES	0.00	31.50
TOTAL CHECK							0.00	4,567.71
1011	433431	11/05/25	10014668	GARON WYATT INVESTIGATIV	121110	INVEST SVCS/OCT-25	0.00	4,123.64
1011	433432	11/05/25	10009130	GARZA INDUSTRIES, INC.	650204	RIVER TWIST PEN	0.00	250.00
1011	433432	11/05/25	10009130	GARZA INDUSTRIES, INC.	650204	SET UP CHARGES FOR ALL	0.00	52.00
1011	433432	11/05/25	10009130	GARZA INDUSTRIES, INC.	650204	FREIGHT	0.00	44.00
1011	433432	11/05/25	10009130	GARZA INDUSTRIES, INC.	650204	TAX	0.00	26.43
TOTAL CHECK							0.00	372.43
1011	433433	11/05/25	10012721	LAURA FRANKS	650105	SVC/WILLIAM LAZARO	0.00	2,000.00
1011	433434	11/05/25	10013966	ICC CODIFICATION, INC	115110	SUPPLEMNT PG/SHIPPING	0.00	2,500.00
1011	433434	11/05/25	10013966	ICC CODIFICATION, INC	632110	SUPPLEMNT PG/SHIPPING	0.00	3,045.00
1011	433434	11/05/25	10013966	ICC CODIFICATION, INC	731120	SUPPLEMNT PG/SHIPPING	0.00	5,720.00
TOTAL CHECK							0.00	11,265.00
1011	433435	11/05/25	00009500	GLOCK PROFESSIONAL INC.	650208	ARMORER CLS 12/18/25	0.00	300.00
1011	433435	11/05/25	00009500	GLOCK PROFESSIONAL INC.	650208	ARMORER CLS 12/18/25	0.00	300.00
1011	433435	11/05/25	00009500	GLOCK PROFESSIONAL INC.	650208	ARMORER CLS 12/18/25	0.00	300.00
1011	433435	11/05/25	00009500	GLOCK PROFESSIONAL INC.	650208	ARMORER CLS 12/18/25	0.00	300.00
TOTAL CHECK							0.00	1,200.00
1011	433436	11/05/25	10006406	GRAFIX SYSTEMS	171710	DECALS	0.00	867.54
1011	433437	11/05/25	00000055	GRAINGER INC	170670	PLUMBING HARDWARE	0.00	31.38
1011	433437	11/05/25	00000055	GRAINGER INC	170670	PLUMBING HARDWARE	0.00	126.67
1011	433437	11/05/25	00000055	GRAINGER INC	170670	PLUMBING HARDWARE	0.00	155.08
1011	433437	11/05/25	00000055	GRAINGER INC	170670	HARDWARE	0.00	115.66
TOTAL CHECK							0.00	428.79
1011	433438	11/05/25	00005680	CINDY GRISWOLD	275405	CPR CLS/FALL-25	0.00	26.60
1011	433439	11/05/25	10014407	MARYO HABCHI	126128	HIP202425 ROBLES	0.00	30,510.00
1011	433440	11/05/25	10014609	PATRICK HARVEY	275150	SCORKEEP 10/10-23/25	0.00	68.00
1011	433441	11/05/25	10012288	HASA INC.	860820	CHEMICALS	0.00	442.78
1011	433442	11/05/25	10014662	JAIN MAHESH HASTIMAL	550502	#188143884 DISMISSED	0.00	48.00
1011	433443	11/05/25	00000873	HDL COREN & CONE	997100	CNT.PROP.TX OCT-DEC25	0.00	625.00
1011	433443	11/05/25	00000873	HDL COREN & CONE	126120	CNT.PROP.TX OCT-DEC25	0.00	3,457.50
TOTAL CHECK							0.00	4,082.50

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	433444	11/05/25	10013659	HI STANDARD AUTOMOTIVE,	171710	#CD5051VDL2-RWBW - DIR	41.12	511.12
1011	433444	11/05/25	10013659	HI STANDARD AUTOMOTIVE,	171710	#H3CS-H3 SIREN - H3 CO	21.00	261.00
1011	433444	11/05/25	10013659	HI STANDARD AUTOMOTIVE,	171710	#C3900U - 100 WATT SLI	25.20	313.20
1011	433444	11/05/25	10013659	HI STANDARD AUTOMOTIVE,	171710	MISC INSTALL SUPPLIES,	7.88	97.88
1011	433444	11/05/25	10013659	HI STANDARD AUTOMOTIVE,	171710	LABOR	0.00	1,600.00
TOTAL CHECK							95.20	2,783.20
1011	433446	11/05/25	00000057	HOME DEPOT / GECF	106119	HARDWARE	0.00	209.35
1011	433446	11/05/25	00000057	HOME DEPOT / GECF	170670	SM.REFRIGERATOR	0.00	249.04
1011	433446	11/05/25	00000057	HOME DEPOT / GECF	560640	SUPPLIES	0.00	256.27
1011	433446	11/05/25	00000057	HOME DEPOT / GECF	170670	MAINT MATERIAL	0.00	103.94
1011	433446	11/05/25	00000057	HOME DEPOT / GECF	170670	MAINT EQUIPMENT	0.00	145.03
1011	433446	11/05/25	00000057	HOME DEPOT / GECF	352363	TRUCK STOCK	0.00	81.86
1011	433446	11/05/25	00000057	HOME DEPOT / GECF	352363	TRUCK STOCK	0.00	168.70
1011	433446	11/05/25	00000057	HOME DEPOT / GECF	352363	TRUCK STOCK	0.00	31.89
1011	433446	11/05/25	00000057	HOME DEPOT / GECF	560640	SUPPLIES	0.00	29.06
1011	433446	11/05/25	00000057	HOME DEPOT / GECF	106119	HARDWARE	0.00	251.47
1011	433446	11/05/25	00000057	HOME DEPOT / GECF	860810	ELECTRICAL SUPPLIES	0.00	155.84
1011	433446	11/05/25	00000057	HOME DEPOT / GECF	106119	PLUMBING	0.00	272.11
1011	433446	11/05/25	00000057	HOME DEPOT / GECF	560640	SUPPLIES	0.00	42.95
1011	433446	11/05/25	00000057	HOME DEPOT / GECF	106119	HARDWARE	0.00	16.13
1011	433446	11/05/25	00000057	HOME DEPOT / GECF	170670	PLUMBING HARDWARE	0.00	25.15
1011	433446	11/05/25	00000057	HOME DEPOT / GECF	170670	PLUMBING HARDWARE	0.00	49.47
1011	433446	11/05/25	00000057	HOME DEPOT / GECF	860810	COPS & GOBLINS	0.00	69.94
1011	433446	11/05/25	00000057	HOME DEPOT / GECF	170670	HARDWARE	0.00	88.45
1011	433446	11/05/25	00000057	HOME DEPOT / GECF	860810	SUPPLIES	0.00	253.89
1011	433446	11/05/25	00000057	HOME DEPOT / GECF	106119	SILVERADO DAYS	0.00	185.85
1011	433446	11/05/25	00000057	HOME DEPOT / GECF	106119	SILVERADO DAYS	0.00	320.55
1011	433446	11/05/25	00000057	HOME DEPOT / GECF	106119	SILVERADO DAYS	0.00	181.94
1011	433446	11/05/25	00000057	HOME DEPOT / GECF	106119	SILVERADO DAYS	0.00	284.27
1011	433446	11/05/25	00000057	HOME DEPOT / GECF	106119	SILVERADO DAYS	0.00	296.10
1011	433446	11/05/25	00000057	HOME DEPOT / GECF	106119	SILVERADO DAYS	0.00	84.91
1011	433446	11/05/25	00000057	HOME DEPOT / GECF	170670	CREDIT MEMO	0.00	-423.51
1011	433446	11/05/25	00000057	HOME DEPOT / GECF	170670	HARDWARE ELECTRICAL	0.00	423.51
1011	433446	11/05/25	00000057	HOME DEPOT / GECF	170670	HARDWARE	0.00	423.51
TOTAL CHECK							0.00	4,277.67
1011	433447	11/05/25	10009091	HUE C LUU	731150	ENG SVCS/OCT-25	0.00	6,710.00
1011	433448	11/05/25	10006084	IDEMIA IDENTITY & SECURI	650303	LIVESCAN FINGERPRINT M	0.00	1,889.00
1011	433449	11/05/25	10008985	INDEPENDENT	396859	LEGAL NOTICE 00157470	0.00	460.00
1011	433449	11/05/25	10008985	INDEPENDENT	731120	00157498 NOTICE/OCT25	0.00	270.00
TOTAL CHECK							0.00	730.00
1011	433450	11/05/25	00009561	TRADITIONAL AUTO SUPPLY	171710	GASKETS	0.00	66.58
1011	433450	11/05/25	00009561	TRADITIONAL AUTO SUPPLY	171710	OIL	0.00	163.69
1011	433450	11/05/25	00009561	TRADITIONAL AUTO SUPPLY	171710	FAN BELTS	0.00	106.00
1011	433450	11/05/25	00009561	TRADITIONAL AUTO SUPPLY	171710	BATTERY	0.00	187.77
1011	433450	11/05/25	00009561	TRADITIONAL AUTO SUPPLY	171710	FUSES	0.00	23.24
1011	433450	11/05/25	00009561	TRADITIONAL AUTO SUPPLY	171710	BATTERY	0.00	168.38

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	433450	11/05/25	00009561	TRADITIONAL AUTO SUPPLY	171710	FILTERS	0.00	146.12
1011	433450	11/05/25	00009561	TRADITIONAL AUTO SUPPLY	171710	CREDIT MEMO	0.00	-71.64
1011	433450	11/05/25	00009561	TRADITIONAL AUTO SUPPLY	171710	STOCK/OIL	0.00	149.47
TOTAL CHECK							0.00	939.61
1011	433451	11/05/25	10014248	INSEON JANG	11	REF DEPOSIT #R12771	0.00	500.00
1011	433452	11/05/25	00000674	RICHARD D. JONES A PROF.	107420	DAVID SULLIVAN	0.00	270.00
1011	433452	11/05/25	00000674	RICHARD D. JONES A PROF.	107420	JENNY PEREZ	0.00	390.00
1011	433452	11/05/25	00000674	RICHARD D. JONES A PROF.	107420	MARIANNE CASEY	0.00	930.00
1011	433452	11/05/25	00000674	RICHARD D. JONES A PROF.	107420	JENNY PEREZ	0.00	1,470.00
1011	433452	11/05/25	00000674	RICHARD D. JONES A PROF.	107420	DAVID SULLIVAN	0.00	107.50
1011	433452	11/05/25	00000674	RICHARD D. JONES A PROF.	107420	MARIANNE CASEY	0.00	690.00
1011	433452	11/05/25	00000674	RICHARD D. JONES A PROF.	107420	JENNY PEREZ	0.00	1,380.00
TOTAL CHECK							0.00	5,237.50
1011	433453	11/05/25	10014663	ANA LEE KIM	550502	#244131832 DISMISSED	0.00	48.00
1011	433454	11/05/25	00000185	LANGUAGE LINE SERVICES,	650302	INTERPRETATION SEP-25	0.00	24.44
1011	433455	11/05/25	00007523	LEGAL SHIELD, INC	73	OCTOBER-25 CHARGES	0.00	91.60
1011	433456	11/05/25	10001521	LEXISNEXIS CLAIMS SOLUTI	650303	ANN LIC RENEWAL 25-26	0.00	11,658.16
1011	433457	11/05/25	10000155	CLEMENTE LEYVA	275120	TENNIS/FALL-25	0.00	242.72
1011	433458	11/05/25	10012952	LOOPNET	632110	INVOICE/SEPT-25	0.00	111.96
1011	433459	11/05/25	10001574	WENDY JEAN LOVELESS	275120	PIYO/FALL-25	0.00	586.53
1011	433460	11/05/25	10013199	JOSEPH LOVETERE	650407	MMBTH BRE.10/20-24/25	0.00	1,442.34
1011	433461	11/05/25	10013199	JOSEPH LOVETERE	651607	CNOA TRG 11/21-25/25	0.00	780.00
1011	433462	11/05/25	10006405	LRJ CONSTRUCTION, INC.	126128	HIP202528 CARNES	0.00	9,511.00
1011	433463	11/05/25	00000077	LU'S LIGHTHOUSE INC	171710	STOCK ORDER	0.00	31.91
1011	433463	11/05/25	00000077	LU'S LIGHTHOUSE INC	171710	STOCK ORDER	0.00	106.54
1011	433463	11/05/25	00000077	LU'S LIGHTHOUSE INC	171710	BULBS	0.00	33.63
1011	433463	11/05/25	00000077	LU'S LIGHTHOUSE INC	171710	FIRE EXTINGUISHER	0.00	87.89
TOTAL CHECK							0.00	259.97
1011	433464	11/05/25	10012134	CASEY MCDANIEL	275150	SCORKEEP 10/10-23/25	0.00	34.00
1011	433465	11/05/25	10011814	JULIAN MEDRANO	651607	CNOA TRG.11/21-25/25	0.00	780.00
1011	433466	11/05/25	00003714	METRO FLUID CONNECTORS I	860815	GRAFFITI	0.00	92.62
1011	433467	11/05/25	10005546	MID CITY'S ELECTRIC, INC	650701	ELECTRICAL PD DRONE	0.00	8,500.00
1011	433468	11/05/25	00000088	MITCHELL BROTHERS CORP	860810	EQUIPMENT REPAIR	0.00	134.66

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	433469	11/05/25	10014043	MITRATECH TRAKSTAR, INC.	121110	TRAKSTAR PERF EVAL	0.00	27,547.52
1011	433470	11/05/25	10013264	MOBILE FLEET WASH, CORP	171710	MOBILE CAR WASH	0.00	1,000.00
1011	433470	11/05/25	10013264	MOBILE FLEET WASH, CORP	171710	MOBILE CAR WAS	0.00	1,040.00
TOTAL CHECK							0.00	2,040.00
1011	433471	11/05/25	10004764	TIFFANEY DANIELLE MORENO	275120	YOGA/ZUMBA/FALL-25	0.00	1,578.71
1011	433472	11/05/25	10014644	NGUYEN, LOAN KIEU	52	UB REFUND	0.00	93.45
1011	433473	11/05/25	00000099	OFFICE DEPOT, INC.	650302	OFFICE SUPPLIES	0.00	144.41
1011	433473	11/05/25	00000099	OFFICE DEPOT, INC.	650302	OFFICE SUPPLIES	0.00	71.54
TOTAL CHECK							0.00	215.95
1011	433474	11/05/25	10007787	HBV ENTERPRISES, INC.	171710	PUMP	0.00	119.63
1011	433474	11/05/25	10007787	HBV ENTERPRISES, INC.	171710	SERP BELT	0.00	43.49
1011	433474	11/05/25	10007787	HBV ENTERPRISES, INC.	171710	VALVE COVER	0.00	127.17
1011	433474	11/05/25	10007787	HBV ENTERPRISES, INC.	171710	PULLEY	0.00	22.58
1011	433474	11/05/25	10007787	HBV ENTERPRISES, INC.	171710	BATTERY	0.00	135.94
TOTAL CHECK							0.00	448.81
1011	433475	11/05/25	00000913	ORANGE COUNTY FIRE AUTHO	640310	RET.MED.PROG/APR-2023	0.00	2,480.00
1011	433476	11/05/25	00007482	ORANGE COUNTY SANITATION	11	CONNECT FEES/SEPT-25	0.00	22,310.58
1011	433477	11/05/25	10013968	ORKIN, LLC	170670	BED BUG TREATMENT	0.00	1,868.50
1011	433477	11/05/25	10013968	ORKIN, LLC	170670	BED BUG TREATMENT	0.00	695.00
TOTAL CHECK							0.00	2,563.50
1011	433478	11/05/25	10000493	NBC CONSULTING INC.	121110	ULTRASOUND SCREEN-25	0.00	25,536.00
1011	433479	11/05/25	10014661	VALERIE PADILLA	650208	WLLE-25 CF 9/2-5/25	0.00	167.99
1011	433480	11/05/25	00000222	EDCO/PARK DISPOSAL CORP.	171710	CNG FUEL	0.00	202.58
1011	433481	11/05/25	00000222	EDCO/PARK DISPOSAL CORP.	460220	RES BILLING OCT-25	0.00	401,990.58
1011	433482	11/05/25	10012620	MITESH PATEL	11	REF/E25-02213/8341 BE	0.00	100.00
1011	433483	11/05/25	10013623	PERFORMA LABS, INC.	650208	USE OF FORCE 12/31/25	0.00	220.00
1011	433484	11/05/25	00004215	PEST OPTIONS INC	560640	WEED/RODENT SVC	0.00	4,203.00
1011	433485	11/05/25	00005788	PETTY CASH/PUBLIC WORKS	160105	COFFEE/SAFETY/GENERA	0.00	23.85
1011	433485	11/05/25	00005788	PETTY CASH/PUBLIC WORKS	352363	HAZ TRG LUN/STEPHENSO	0.00	28.59
1011	433485	11/05/25	00005788	PETTY CASH/PUBLIC WORKS	352363	HAZ TRG LUN/PK/CHAVEZ	0.00	28.93
1011	433485	11/05/25	00005788	PETTY CASH/PUBLIC WORKS	352363	HAZ TRG LUN/PK/KVENBO	0.00	32.63
1011	433485	11/05/25	00005788	PETTY CASH/PUBLIC WORKS	352363	HAZ TRG LUN/PK/HAGAN	0.00	45.14
1011	433485	11/05/25	00005788	PETTY CASH/PUBLIC WORKS	160105	POPSICLES/AUBUCHON	0.00	11.38
1011	433485	11/05/25	00005788	PETTY CASH/PUBLIC WORKS	160105	COFFEE/MCGEE	0.00	15.54
1011	433485	11/05/25	00005788	PETTY CASH/PUBLIC WORKS	352363	LUNCH HAZWOP/MCGEE	0.00	16.13
1011	433485	11/05/25	00005788	PETTY CASH/PUBLIC WORKS	352363	PK HAZWOP/MCGEE	0.00	36.00

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	433485	11/05/25	00005788	PETTY CASH/PUBLIC WORKS	160105	DONUTS MTG/AUBUCHON	0.00	59.97
1011	433485	11/05/25	00005788	PETTY CASH/PUBLIC WORKS	160105	COFFEE MTG/GENERA	0.00	84.88
TOTAL CHECK							0.00	383.04
1011	433486	11/05/25	00007516	PHOENIX GROUP INFORMATIO	631140	CIT PROC/SEPT-25	0.00	796.20
1011	433486	11/05/25	00007516	PHOENIX GROUP INFORMATIO	631140	CIT PROCESS/SEP-25	0.00	2,003.36
TOTAL CHECK							0.00	2,799.56
1011	433487	11/05/25	00007516	PHOENIX GROUP INFORMATIO	550502	PK CIT PROC/SEPT-25	0.00	21.60
1011	433487	11/05/25	00007516	PHOENIX GROUP INFORMATIO	550502	PK CIT PROC/SEPT-25	0.00	12,171.65
TOTAL CHECK							0.00	12,193.25
1011	433488	11/05/25	10003311	POWER TRIP RENTALS LLC	106119	ELECTRICAL RENTAL	0.00	704.82
1011	433489	11/05/25	10014064	PPC SERVICE, INC.	11	PMT#1/FINAL RET.	0.00	-769.83
1011	433489	11/05/25	10014064	PPC SERVICE, INC.	190142	FIRE STA.#63 HVAC	0.00	15,936.61
TOTAL CHECK							0.00	15,166.78
1011	433490	11/05/25	10014064	PPC SERVICE, INC.	11	FIRE STA#63 RETENTION	0.00	796.83
1011	433491	11/05/25	00006782	PROCON DELEVOPMENT	52	REF.E25-0086/DRIVEWAY	0.00	9,500.00
1011	433492	11/05/25	00007711	PROFORCE LAW ENFORCEMENT	650208	ITEM # EXPS2-0, EOT HW	1,972.75	24,518.35
1011	433492	11/05/25	00007711	PROFORCE LAW ENFORCEMENT	650208	ITEM # M640U-BK-PRO, S	924.32	11,487.92
1011	433492	11/05/25	00007711	PROFORCE LAW ENFORCEMENT	650208	ITEM # GL-RSH-V2-ST, C	121.09	1,504.99
1011	433492	11/05/25	00007711	PROFORCE LAW ENFORCEMENT	650701	#LE6920MPS-B, CLT M4 M	605.53	7,526.01
1011	433492	11/05/25	00007711	PROFORCE LAW ENFORCEMENT	650208	ITEM # GL-330, AMG 2XL	171.91	2,136.61
TOTAL CHECK							3,795.60	47,173.88
1011	433493	11/05/25	00004049	PSOMAS CORP.	396859	PEAK PK WELL/SEP-25	0.00	9,668.43
1011	433494	11/05/25	10008467	QUADIENT LEASING USA, IN	121135	LEASING	0.00	1,112.11
1011	433495	11/05/25	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	1,125.56
1011	433495	11/05/25	10001203	R.V. NURSERY INC	860810	PLANTS	0.00	174.00
1011	433495	11/05/25	10001203	R.V. NURSERY INC	860810	PLANTS	0.00	36.98
1011	433495	11/05/25	10001203	R.V. NURSERY INC	860810	PLANTS	0.00	978.75
1011	433495	11/05/25	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	48.94
1011	433495	11/05/25	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	48.94
1011	433495	11/05/25	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	48.94
1011	433495	11/05/25	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	59.81
1011	433495	11/05/25	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	489.38
TOTAL CHECK							0.00	3,011.30
1011	433496	11/05/25	10014666	ASHLEY RAMOS	11	REF DEPOSIT #R11998	0.00	500.00
1011	433497	11/05/25	10013642	MICHALE E. RANESES	631140	HEARING 10/7/25	0.00	825.00
1011	433498	11/05/25	10011815	HUGO REYES	651607	CNOA TRG.11/21-25/25	0.00	780.00
1011	433499	11/05/25	10005674	RIVERSIDE COUNTY SHERIFF	650208	RIFLE TRG 12/1-5/25	0.00	1,262.00
1011	433499	11/05/25	10005674	RIVERSIDE COUNTY SHERIFF	650208	RIFLE TRG 12/1-5/25	0.00	1,262.00

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	433499	11/05/25	10005674	RIVERSIDE COUNTY SHERIFF	650208	RIFLE TRG 12/1-5/25	0.00	1,262.00
TOTAL CHECK							0.00	3,786.00
1011	433500	11/05/25	10014459	CHRISTIAN RODRIGUEZ	650423	BAS NARC 10/6-10/25	0.00	349.30
1011	433501	11/05/25	10014459	CHRISTIAN RODRIGUEZ	651607	CNOA TRG.11/21-25/25	0.00	780.00
1011	433502	11/05/25	10005599	OANH ROSENTHAL	275120	SWARDSMAN/FALL-25	0.00	521.36
1011	433503	11/05/25	10014656	EMMA RUIZ	11	REF/E25-0260/6900 CAM	0.00	100.00
1011	433504	11/05/25	10014669	SAFECO INSURANCE COMPANY	107420	GEN CLAIM SLMT#25-43	0.00	3,586.46
1011	433505	11/05/25	00000412	SOUTHERN COUNTIES OIL CO	171710	UNLEADED FUEL PD	0.00	23,431.13
1011	433506	11/05/25	10007511	SAMANTHA SHERIFF	71	COMPUTER LOAN	0.00	639.26
1011	433507	11/05/25	10011504	GCP WW HOLDCO LLC	275325	SAFETY SHOES	0.00	250.00
1011	433508	11/05/25	10009505	SHRED-IT, INC. USA	160105	SHREDDING	0.00	52.31
1011	433508	11/05/25	10009505	SHRED-IT, INC. USA	126120	SHREDDING	0.00	52.31
1011	433508	11/05/25	10009505	SHRED-IT, INC. USA	275105	SHREDDING	0.00	52.31
1011	433508	11/05/25	10009505	SHRED-IT, INC. USA	105105	SHREDDING	0.00	52.31
1011	433508	11/05/25	10009505	SHRED-IT, INC. USA	115110	SHREDDING	0.00	52.32
1011	433508	11/05/25	10009505	SHRED-IT, INC. USA	275105	SHREDDING	0.00	52.31
1011	433508	11/05/25	10009505	SHRED-IT, INC. USA	160105	SHREDDING	0.00	52.32
1011	433508	11/05/25	10009505	SHRED-IT, INC. USA	105105	SHREDDING	0.00	52.31
1011	433508	11/05/25	10009505	SHRED-IT, INC. USA	115110	SHREDDING	0.00	52.31
1011	433508	11/05/25	10009505	SHRED-IT, INC. USA	126120	SHREDDING	0.00	52.31
TOTAL CHECK							0.00	523.12
1011	433509	11/05/25	10012054	SKYHAWKS SPORTS ACADEMY	275120	SPORT TOTS/FALL-25	0.00	891.10
1011	433510	11/05/25	00002412	SNAP ON TOOLS	171710	NEW SCAN TOOL	0.00	6,519.57
1011	433511	11/05/25	10012204	SO CAL CONCRETE DELIVERY	560211	CONCRETE	0.00	1,485.20
1011	433511	11/05/25	10012204	SO CAL CONCRETE DELIVERY	560211	CONCRETE	0.00	1,014.20
TOTAL CHECK							0.00	2,499.40
1011	433512	11/05/25	00000607	SOUTH COAST AQMD	171710	FAC ID 167951	0.00	170.94
1011	433512	11/05/25	00000607	SOUTH COAST AQMD	171710	FAC ID 167951	0.00	2,907.09
TOTAL CHECK							0.00	3,078.03
1011	433513	11/05/25	00000226	SOUTHERN CALIFORNIA EDIS	170670	6581 BEACH/OCT-25	0.00	0.44
1011	433513	11/05/25	00000226	SOUTHERN CALIFORNIA EDIS	352510	8242 LINDEN/OCT-25	0.00	28,710.08
1011	433513	11/05/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	8491 DALE/OCT-25	0.00	20.85
1011	433513	11/05/25	00000226	SOUTHERN CALIFORNIA EDIS	860810	7860 BEACH/OCT-25	0.00	24.64
1011	433513	11/05/25	00000226	SOUTHERN CALIFORNIA EDIS	860810	7501 8TH ST/OCT-25	0.00	42.61
1011	433513	11/05/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	7611 BEACH/OCT-25	0.00	48.21
1011	433513	11/05/25	00000226	SOUTHERN CALIFORNIA EDIS	860810	8081 OR'THORPE/OCT-25	0.00	54.42
1011	433513	11/05/25	00000226	SOUTHERN CALIFORNIA EDIS	860810	8970 KNOTT/OCT-25	0.00	61.95
1011	433513	11/05/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	6190 AUTO CTR/OCT-25	0.00	86.36

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	433513	11/05/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	7051 PAGE/OCT-25	0.00	98.15
1011	433513	11/05/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	6680 KNOTT/OCT-25	0.00	104.94
1011	433513	11/05/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	5600 MALVERN/OCT-25	0.00	946.99
1011	433513	11/05/25	00000226	SOUTHERN CALIFORNIA EDIS	170670	6603 BEACH/OCT-25	0.00	1,228.47
1011	433513	11/05/25	00000226	SOUTHERN CALIFORNIA EDIS	660241	8400 LAKEKNOLL/OCT-25	0.00	1,252.36
1011	433513	11/05/25	00000226	SOUTHERN CALIFORNIA EDIS	170670	6660 BEACH/OCT-25	0.00	5,382.99
1011	433513	11/05/25	00000226	SOUTHERN CALIFORNIA EDIS	170670	6955 ARAGON/OCT-25	0.00	13,394.58
1011	433513	11/05/25	00000226	SOUTHERN CALIFORNIA EDIS	352510	7520 DALE ST/OCT-25	0.00	24,398.68
1011	433513	11/05/25	00000226	SOUTHERN CALIFORNIA EDIS	170670	8001 VAL VW OCT-25	0.00	28,280.52
TOTAL CHECK							0.00	104,137.24
1011	433514	11/05/25	00010296	SPECIALIZED ELEVATOR SER	170670	ELEVATOR MAINT	0.00	19.50
1011	433514	11/05/25	00010296	SPECIALIZED ELEVATOR SER	170670	ELEVATOR REPAIR	0.00	210.00
1011	433514	11/05/25	00010296	SPECIALIZED ELEVATOR SER	170670	ELEVATOR MAINT	0.00	19.50
1011	433514	11/05/25	00010296	SPECIALIZED ELEVATOR SER	170670	ELEVATOR REPAIR	0.00	4,200.00
1011	433514	11/05/25	00010296	SPECIALIZED ELEVATOR SER	170670	ELEVATOR MAINT	0.00	19.50
1011	433514	11/05/25	00010296	SPECIALIZED ELEVATOR SER	170670	ELEVATOR MAINT	0.00	210.00
TOTAL CHECK							0.00	4,678.50
1011	433515	11/05/25	00001085	STAPLES CONTRACT & COMME	121110	OFFICE SUPPLIES	0.00	48.22
1011	433515	11/05/25	00001085	STAPLES CONTRACT & COMME	650302	OFFICE SUPPLIES	0.00	100.54
1011	433515	11/05/25	00001085	STAPLES CONTRACT & COMME	650302	OFFICE SUPPLIES	0.00	414.32
1011	433515	11/05/25	00001085	STAPLES CONTRACT & COMME	731150	OFFICE SUPPLIES	0.00	28.81
1011	433515	11/05/25	00001085	STAPLES CONTRACT & COMME	731150	OFFICE SUPPLIES	0.00	50.27
1011	433515	11/05/25	00001085	STAPLES CONTRACT & COMME	631140	OFFICE SUPPLIES	0.00	50.27
1011	433515	11/05/25	00001085	STAPLES CONTRACT & COMME	631140	OFFICE SUPPLIES	0.00	131.74
1011	433515	11/05/25	00001085	STAPLES CONTRACT & COMME	731120	OFFICE SUPPLIES	0.00	131.75
1011	433515	11/05/25	00001085	STAPLES CONTRACT & COMME	731150	OFFICE SUPPLIES	0.00	30.77
1011	433515	11/05/25	00001085	STAPLES CONTRACT & COMME	731150	OFFICE SUPPLIES	0.00	1.51
1011	433515	11/05/25	00001085	STAPLES CONTRACT & COMME	731150	OFFICE SUPPLIES	0.00	26.62
1011	433515	11/05/25	00001085	STAPLES CONTRACT & COMME	352267	OFFICE SUPPLIES	0.00	120.16
1011	433515	11/05/25	00001085	STAPLES CONTRACT & COMME	126120	OFFICE SUPPLIES	0.00	47.95
TOTAL CHECK							0.00	1,182.93
1011	433516	11/05/25	10014659	SUN SAGE SOLAR LLC	731150	RF/PL CK FEE/B-25-731	0.00	7,890.85
1011	433517	11/05/25	00005437	SUNBELT RENTALS INC	170670	EQUIPMENT RENTAL	0.00	1,118.49
1011	433518	11/05/25	10014667	TAVCOM, INC.	121110	JOB ADS	0.00	1,500.00
1011	433519	11/05/25	10013329	TESS ELECTRIC, INC.	352363	BOIS WELL MOTOR	0.00	800.00
1011	433520	11/05/25	10011938	T-MOBILE	650303	982979864 OCT-25	0.00	1,543.55
1011	433521	11/05/25	10006419	MARTIN TOMSICK	650208	TRG.COORD.11/18-19/25	0.00	312.00
1011	433522	11/05/25	10014665	LONG TON	11	REF/DEPOSIT#R12742	0.00	500.00
1011	433523	11/05/25	10013022	TINA TRAN	650208	WLLE-25 CF 9/2-5/25	0.00	786.20
1011	433524	11/05/25	10013495	TRANSTECH ENGINEERS, INC	160105	ON CALL ENG SVC/SEP25	0.00	9,900.00

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	433525	11/05/25	10002020	ULINE, INC.	11	#H-11619BL - VINYL PIN	0.00	4,440.00
1011	433525	11/05/25	10002020	ULINE, INC.	11	TAX	0.00	388.63
1011	433525	11/05/25	10002020	ULINE, INC.	11	SHIPPING & HANDLING	0.00	94.54
TOTAL CHECK							0.00	4,923.17
1011	433526	11/05/25	10012950	UNISHIELD, INC	121140	FIRST AID SUPPLIES	0.00	73.41
1011	433526	11/05/25	10012950	UNISHIELD, INC	121140	FIRST AID SUPPLIES	0.00	81.07
1011	433526	11/05/25	10012950	UNISHIELD, INC	121140	FIRST AID SUPPLIES	0.00	96.03
1011	433526	11/05/25	10012950	UNISHIELD, INC	121140	FIRST AID SUPPLIES	0.00	151.33
TOTAL CHECK							0.00	401.84
1011	433527	11/05/25	10011587	US BANK	997100	CUSTODY ACCT/SEPT-25	0.00	12.31
1011	433528	11/05/25	10011587	US BANK	11	CUSTODY ACCT/SEPT-25	0.00	987.69
1011	433529	11/05/25	00001911	JEFF VAN SICKLE	731105	REBATE/EQUIP 7/5/25	0.00	150.00
1011	433530	11/05/25	10002102	MICHELLE VAN SICKLE	275140	REIMB XMAS SUPPLIES	0.00	195.72
1011	433531	11/05/25	10002032	VERIZON WIRELESS	352567	242794522-00001	0.00	183.27
1011	433531	11/05/25	10002032	VERIZON WIRELESS	170670	242794522-00001	0.00	231.40
1011	433531	11/05/25	10002032	VERIZON WIRELESS	160105	242794522-00001	0.00	347.10
1011	433531	11/05/25	10002032	VERIZON WIRELESS	860810	242794522-00001	0.00	404.95
1011	433531	11/05/25	10002032	VERIZON WIRELESS	352363	242794522-00001	0.00	1,153.59
1011	433531	11/05/25	10002032	VERIZON WIRELESS	352567	242794522-00001	0.00	2,083.02
TOTAL CHECK							0.00	4,403.33
1011	433532	11/05/25	10002032	VERIZON WIRELESS	650303	542373150-00001	0.00	3,316.55
1011	433533	11/05/25	10002032	VERIZON WIRELESS	631140	542373150-00002	0.00	153.48
1011	433534	11/05/25	00008608	VISION SERVICE PLAN-(CA)	73	OCT-25 INVOICE	0.00	29.24
1011	433534	11/05/25	00008608	VISION SERVICE PLAN-(CA)	73	OCT-25 INVOICE	0.00	4,409.67
TOTAL CHECK							0.00	4,438.91
1011	433535	11/05/25	10010890	JAMES JOHN VLHA	11	REF/E25-0205/8111 MAP	0.00	100.00
1011	433536	11/05/25	10004361	VORTEX INDUSTRIES, LLC	170670	FURNISH, DELIVER AND I	0.00	12,603.87
1011	433537	11/05/25	10009209	WEST GROVE VOLLEYBALL, L	275120	VOLLEYBALL/FALL-25	0.00	687.61
1011	433538	11/05/25	10006857	YARDLEY ORGILL CO., INC.	352363	STOCK YARD	0.00	1,225.83
1011	433538	11/05/25	10006857	YARDLEY ORGILL CO., INC.	352363	COMMONWEALTH HYDRANT	0.00	2,502.20
TOTAL CHECK							0.00	3,728.03
1011	433539	11/05/25	00009372	ERNESTINE ZAPIEN	631140	REIMB/WEBINAR 11/4/25	0.00	65.00
1011	V433540	11/05/25	10014232	FIT KIT INC	171710	2025 TOYOTA SIENNA LE	0.00	45,455.32
1011	V433540	11/05/25	10014232	FIT KIT INC	171710	2025 TOYOTA CAMRY 2559	0.00	31,006.80
TOTAL CHECK							0.00	76,462.12
1011	V433541	11/05/25	00007415	BUENA PARK CITY EMPLOYEE	73	DED:1102 BPCEA DUES	0.00	705.00

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CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	V433542	11/05/25	00000481	BUENA PARK POLICE ASSOCI	73	DED:1100 POLICE DUE	0.00	8,705.10
1011	V433543	11/05/25	00007357	BUENA PARK POLICE DEPT S	73	DED:1101 SWAT	0.00	370.00
1011	V433543	11/05/25	00007357	BUENA PARK POLICE DEPT S	73	DED:1099 SWAT DUES	0.00	40.00
TOTAL CHECK							0.00	410.00
1011	V433544	11/05/25	10012329	ECO-NOMICS, INC.	190137	EDIBLE FOOD/SEPT-25	0.00	7,593.21
1011	V433545	11/05/25	00008482	JOHN SOTTEK	126128	HIP202528 CARNES	0.00	75.00
1011	V433545	11/05/25	00008482	JOHN SOTTEK	126128	HIP202413 CASTILLO	0.00	150.00
1011	V433545	11/05/25	00008482	JOHN SOTTEK	126128	HIP202411 BALDREE	0.00	150.00
1011	V433545	11/05/25	00008482	JOHN SOTTEK	126128	HIP202422 RISCHIO	0.00	150.00
1011	V433545	11/05/25	00008482	JOHN SOTTEK	126128	HIP202304 MATINES	0.00	300.00
1011	V433545	11/05/25	00008482	JOHN SOTTEK	126128	HIP202530 NGUYEN	0.00	1,000.00
TOTAL CHECK							0.00	1,825.00
1011	V433546	11/05/25	00000054	TED JONES FORD INC.	171710	TENSIONER	0.00	53.03
1011	V433546	11/05/25	00000054	TED JONES FORD INC.	171710	MOULDING	0.00	203.48
1011	V433546	11/05/25	00000054	TED JONES FORD INC.	171710	WATER PUMP	0.00	92.22
1011	V433546	11/05/25	00000054	TED JONES FORD INC.	171710	WINDOW REGULATOR	0.00	84.20
1011	V433546	11/05/25	00000054	TED JONES FORD INC.	171710	FILTER KIT	0.00	257.78
1011	V433546	11/05/25	00000054	TED JONES FORD INC.	171710	SHIFTER	0.00	97.04
1011	V433546	11/05/25	00000054	TED JONES FORD INC.	171710	DEFLECTOR	0.00	185.17
1011	V433546	11/05/25	00000054	TED JONES FORD INC.	171710	DEFLECTOR	0.00	185.17
1011	V433546	11/05/25	00000054	TED JONES FORD INC.	171710	OIL COOLER	0.00	126.09
1011	V433546	11/05/25	00000054	TED JONES FORD INC.	171710	WATER PUMP	0.00	499.67
TOTAL CHECK							0.00	1,783.85
1011	V433547	11/05/25	10009226	MERCY HOUSE LIVING CENTE	106131	NAV SHELTER/NOV-25	0.00	304,122.50
1011	V433548	11/05/25	00009876	MUNICIPAL WATER DIST OF	352510	WATER DELIVERY/SEP-25	0.00	362,865.04
1011	V433549	11/05/25	10006112	PREMIER CHEVROLET OF BUE	171710	HOSE	0.00	49.87
1011	V433550	11/05/25	10014025	PROCURE AMERICA LLC	660241	UTIL SAV MAR-JUNE2025	0.00	1,249.04
1011	V433550	11/05/25	10014025	PROCURE AMERICA LLC	660240	UTIL SAV 5/1-7/31/25	0.00	6,037.86
1011	V433550	11/05/25	10014025	PROCURE AMERICA LLC	860810	UTIL SAV MAR-JUNE2025	0.00	694.92
1011	V433550	11/05/25	10014025	PROCURE AMERICA LLC	352510	UTIL SAV 2/28-5/29/25	0.00	1,749.07
1011	V433550	11/05/25	10014025	PROCURE AMERICA LLC	660240	UTIL 10/1/24-6/30/25	0.00	1,096.87
TOTAL CHECK							0.00	10,827.76
1011	V433551	11/05/25	10009496	T & G GLOBAL, LLC	170670	LED TREE LIGHT/OCT-25	0.00	2,577.38
TOTAL CASH ACCOUNT							4,459.29	2,167,766.66
TOTAL FUND							4,459.29	2,167,766.66
TOTAL REPORT							4,459.29	2,167,766.66

Voided Check Numbers	Date Printed
433394 433429 433445	11/5/2025

RESOLUTION NO _____,

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $1,174,491.76 DEMAND NOS., 433552 THROUGH 433784 CANCELLED NOS 432724, 432782, 433364 AND 433425 VOIDS SEE ATTACHED LIST

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: That in accordance with Section 37202 of the Government Code, the Director of Finance or his designated representative hereby certify to the accuracy of the following demands and to the availability of funds for payment thereof.

_____
Director of Finance

SECTION 2: That claims and demands Nos. 433552 through 433784 the sum of $1,174,491.76 set forth on the 24-page register attached to this resolution and made a part hereof have been audited as required by law and are hereby allowed as set forth.

PASSED AND ADOPTED this _____ day of _____ 2025 by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

I hereby certify that the foregoing Resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park held this _____ day of _____ 2025

_____
City Clerk

SELECTION CRITERIA: transact.trans_date between '20251106 00:00:00.000' and '20251119 00:00:00.000'
ACCOUNTING PERIOD: 5/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO		ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	432724	V	09/24/25	10014584	HELPING OUR PETS EDUCATI	650405	K9 ADAM BOARDING	0.00	-520.00
1011	432724	V	09/24/25	10014584	HELPING OUR PETS EDUCATI	650405	K9 ADAM BOARDING	0.00	-860.00
TOTAL CHECK								0.00	-1,380.00
1011	432782	V	09/24/25	00000221	ORANGE COUNTY SHERIFFS D	650208	SUPERV CL 1/26-2/6/25	0.00	-465.00
1011	433364	V	11/05/25	10014658	KEITH AND TAMI ALAN	11	REF/RF-25-239 WASTE	0.00	-600.00
1011	433425	V	11/05/25	00000046	FULLER ENGINEERING INC	352363	CL2 BOISSERANC	0.00	-848.25
1011	433425	V	11/05/25	00000046	FULLER ENGINEERING INC	352363	CL2 FREEWAY	0.00	-343.65
1011	433425	V	11/05/25	00000046	FULLER ENGINEERING INC	352363	CL2 CABALLERO	0.00	-226.20
1011	433425	V	11/05/25	00000046	FULLER ENGINEERING INC	352363	CL2 KNOTT	0.00	-84.83
1011	433425	V	11/05/25	00000046	FULLER ENGINEERING INC	352363	CL2 LINDEN	0.00	-880.88
1011	433425	V	11/05/25	00000046	FULLER ENGINEERING INC	352363	CL2 HOLDER	0.00	-598.13
1011	433425	V	11/05/25	00000046	FULLER ENGINEERING INC	171710	CAB PROTECTOR	0.00	-754.25
1011	433425	V	11/05/25	00000046	FULLER ENGINEERING INC	171710	FLOOR MATS	0.00	-258.60
TOTAL CHECK								0.00	-3,994.79
1011	433552		11/19/25	10005077	JAVIER GOMEZ	731150	CFORMS/WEB APP/NOV-25	0.00	475.00
1011	433554		11/19/25	10003794	A T & T	170670	9391026078 OCT-25	0.00	30.67
1011	433554		11/19/25	10003794	A T & T	170670	9391026097 OCT-25	0.00	31.41
1011	433554		11/19/25	10003794	A T & T	170670	9391026060 OCT-25	0.00	31.41
1011	433554		11/19/25	10003794	A T & T	170670	9391026080 OCT-25	0.00	32.23
1011	433554		11/19/25	10003794	A T & T	660241	9391026081 OCT-25	0.00	32.23
1011	433554		11/19/25	10003794	A T & T	170670	9391026062 OCT-25	0.00	61.27
1011	433554		11/19/25	10003794	A T & T	170670	9391026079 OCT-25	0.00	62.91
1011	433554		11/19/25	10003794	A T & T	170670	9391054287 OCT-25	0.00	71.11
1011	433554		11/19/25	10003794	A T & T	170670	9391026111 OCT-25	0.00	93.58
1011	433554		11/19/25	10003794	A T & T	170670	9391026061 OCT-25	0.00	93.59
1011	433554		11/19/25	10003794	A T & T	170670	9391026082 OCT-25	0.00	124.39
1011	433554		11/19/25	10003794	A T & T	170670	9391026050 OCT-25	0.00	126.32
1011	433554		11/19/25	10003794	A T & T	170670	9391026089 OCT-25	0.00	154.93
1011	433554		11/19/25	10003794	A T & T	170670	9391031459 OCT-25	0.00	155.40
1011	433554		11/19/25	10003794	A T & T	170670	9391026083 OCT-25	0.00	202.50
1011	433554		11/19/25	10003794	A T & T	170670	9391055764 OCT-25	0.00	466.28
1011	433554		11/19/25	10003794	A T & T	170670	9391036451 OCT-25	0.00	502.61
1011	433554		11/19/25	10003794	A T & T	170670	9391026052 OCT-25	0.00	31.41
1011	433554		11/19/25	10003794	A T & T	170670	9391026102 OCT-25	0.00	31.41
1011	433554		11/19/25	10003794	A T & T	170670	9391031461 OCT-25	0.00	31.41
1011	433554		11/19/25	10003794	A T & T	170670	9391026093 OCT-25	0.00	31.41
1011	433554		11/19/25	10003794	A T & T	170670	9391026086 OCT-25	0.00	36.57
1011	433554		11/19/25	10003794	A T & T	170670	9391026096 OCT-25	0.00	61.27
1011	433554		11/19/25	10003794	A T & T	170670	9391026091 OCT-25	0.00	91.12
1011	433554		11/19/25	10003794	A T & T	170670	9391026087 OCT-25	0.00	91.12
1011	433554		11/19/25	10003794	A T & T	860810	9391026103 OCT-25	0.00	100.95
1011	433554		11/19/25	10003794	A T & T	170670	9391026098 OCT-25	0.00	180.68
1011	433554		11/19/25	10003794	A T & T	732099	9391026101 OCT-25	0.00	271.79
TOTAL CHECK								0.00	3,231.98
1011	433555		11/19/25	10004247	A T & T MOBILITY	275105	287306643033 OCT-25	0.00	40.24

SELECTION CRITERIA: transact.trans_date between '20251106 00:00:00.000' and '20251119 00:00:00.000'
ACCOUNTING PERIOD: 5/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	433556	11/19/25	00005342	AGA ENGINEERS, INC.	590188	DESIGN SVC/SEPT-25	0.00	4,051.24
1011	433557	11/19/25	10012896	AGILE OCCUPATIONAL MEDIC	121110	PHYS/HEB-B VAC/OCT-25	0.00	1,240.00
1011	433558	11/19/25	00002907	AIRGAS SAFETY	560211	#C3100 CLASS 3 LVL 2 O	0.00	209.55
1011	433558	11/19/25	00002907	AIRGAS SAFETY	860810	#C3100 CLASS 3 LVL 2 O	0.00	209.55
1011	433558	11/19/25	00002907	AIRGAS SAFETY	352363	#C3100 CLASS 3 LVL 2 O	0.00	215.90
1011	433558	11/19/25	00002907	AIRGAS SAFETY	560211	SAME AS LINE 1 EXCEPT	0.00	209.55
1011	433558	11/19/25	00002907	AIRGAS SAFETY	860810	SAME AS LINE 1 EXCEPT	0.00	209.55
1011	433558	11/19/25	00002907	AIRGAS SAFETY	352363	SAME AS LINE 1 EXCEPT	0.00	215.90
1011	433558	11/19/25	00002907	AIRGAS SAFETY	560211	SAME AS LINE 1 EXCEPT	0.00	314.33
1011	433558	11/19/25	00002907	AIRGAS SAFETY	860810	SAME AS LINE 1 EXCEPT	0.00	314.33
1011	433558	11/19/25	00002907	AIRGAS SAFETY	352363	SAME AS LINE 1 EXCEPT	0.00	323.84
1011	433558	11/19/25	00002907	AIRGAS SAFETY	560211	SAME AS LINE 1 EXCEPT	0.00	314.33
1011	433558	11/19/25	00002907	AIRGAS SAFETY	860810	SAME AS LINE 1 EXCEPT	0.00	314.33
1011	433558	11/19/25	00002907	AIRGAS SAFETY	352363	SAME AS LINE 1 EXCEPT	0.00	323.84
1011	433558	11/19/25	00002907	AIRGAS SAFETY	560211	SALES TAX	0.00	91.68
1011	433558	11/19/25	00002907	AIRGAS SAFETY	860810	SALES TAX	0.00	91.68
1011	433558	11/19/25	00002907	AIRGAS SAFETY	352363	SALES TAX	0.00	94.45
1011	433558	11/19/25	00002907	AIRGAS SAFETY	170670	REIGHT	0.00	144.95
TOTAL CHECK							0.00	3,597.76
1011	433559	11/19/25	10002513	DARSHINI AITHAL	275120	WATER COLOR/FALL-25	0.00	119.70
1011	433560	11/19/25	10014691	TAMI KIM ALAN	11	REF/RF-25-239 WASTE	0.00	600.00
1011	433561	11/19/25	00001993	ALIN PARTY SUPPLY INC.	275135	SOCCER BANQ. SUPPLIES	0.00	174.80
1011	433561	11/19/25	00001993	ALIN PARTY SUPPLY INC.	275105	YIG DAY SUPPLIES	0.00	185.58
1011	433561	11/19/25	00001993	ALIN PARTY SUPPLY INC.	275210	COPS N GOBLINS	0.00	151.44
TOTAL CHECK							0.00	511.82
1011	433562	11/19/25	00000003	ALL AMERICAN ASPHALT COR	560211	ASPHALT	0.00	501.92
1011	433563	11/19/25	10013286	THE ALL-AMERICAN BOYS CH	275210	TREE LIGHT-25 PERFORM	0.00	2,500.00
1011	433564	11/19/25	10003198	ALL CITY MANAGEMENT SERV	550502	SCH CRS GRD/OCT-25	0.00	12,068.09
1011	433565	11/19/25	10013705	ALL PRO BEVERAGE, INC.	170670	COFFEE MACHINE/NOV-25	0.00	212.06
1011	433566	11/19/25	10012598	UNIVERSAL BUILDING MAINT	170670	CITY JANITOR/OCT-25	0.00	20,474.83
1011	433566	11/19/25	10012598	UNIVERSAL BUILDING MAINT	875805	COMM/JANITOR/OCT-25	0.00	2,428.50
TOTAL CHECK							0.00	22,903.33
1011	433567	11/19/25	10012598	UNIVERSAL BUILDING MAINT	650306	PD JANITOR/OCT-25	0.00	7,958.58
1011	433568	11/19/25	10011634	UNIVERSAL PROTECTION SER	650308	CITY JAIL CONT/OCT-25	0.00	41,723.56
1011	433569	11/19/25	00006012	AMBIUS INC	275105	PLANT RHAPIS EXCELSA F	0.00	1,493.16
1011	433569	11/19/25	00006012	AMBIUS INC	275105	ZAMIOCULAS ZAMIFOLIA Z	0.00	145.28
1011	433569	11/19/25	00006012	AMBIUS INC	275105	EBL-1406-18 CONTAINER,	0.00	450.22
1011	433569	11/19/25	00006012	AMBIUS INC	275105	DRACAENA LISA CANE HAW	0.00	839.46
1011	433569	11/19/25	00006012	AMBIUS INC	275105	DRACAENA "RIKKI" HAWAI	0.00	687.14

SELECTION CRITERIA: transact.trans_date between '20251106 00:00:00.000' and '20251119 00:00:00.000'
ACCOUNTING PERIOD: 5/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	433569	11/19/25	00006012	AMBIUS INC	275105	DRACAENA LISA CANE HAW	0.00	495.13
1011	433569	11/19/25	00006012	AMBIUS INC	275105	PLANT RHAPIS EXCELSA F	0.00	746.58
1011	433569	11/19/25	00006012	AMBIUS INC	275105	DRACAENA LISA CANE HAW	0.00	1,259.19
1011	433569	11/19/25	00006012	AMBIUS INC	275105	ACC-MIS FOAM BLACK, FO	0.00	176.00
1011	433569	11/19/25	00006012	AMBIUS INC	275405	MONTHLY SERVICE & MAIN	0.00	7.41
1011	433569	11/19/25	00006012	AMBIUS INC	275305	MONTHLY SERVICE & MAIT	0.00	7.40
1011	433569	11/19/25	00006012	AMBIUS INC	275105	TAX	0.00	737.17
1011	433569	11/19/25	00006012	AMBIUS INC	275105	DELIVERY / INSTALLATIO	0.00	629.22
1011	433569	11/19/25	00006012	AMBIUS INC	275405	SR.CTR/COMM/NOV-25	0.00	359.44
1011	433569	11/19/25	00006012	AMBIUS INC	275305	SR.CTR/COMM/NOV-25	0.00	236.96
TOTAL CHECK							0.00	8,269.76
1011	433570	11/19/25	10009316	AMOBIUS GROUP INC	115120	3 MOS.SUBS VERIBOOK	0.00	150.00
1011	433571	11/19/25	00005384	ANDY GUMP, INC	860810	RESTROOM SVC	0.00	322.69
1011	433572	11/19/25	10014673	ANN HEI-YOUNG & GOOKJIN	11	RF 25-254 WASTE	0.00	300.00
1011	433573	11/19/25	00009015	TAJEN GRAPHICS, INC	275210	COPS N GOBLINS	0.00	76.13
1011	433573	11/19/25	00009015	TAJEN GRAPHICS, INC	275205	VETERANS ART POSTERS	0.00	104.40
1011	433573	11/19/25	00009015	TAJEN GRAPHICS, INC	275205	CONTEST YARD SIGNS	0.00	117.45
1011	433573	11/19/25	00009015	TAJEN GRAPHICS, INC	106119	SILVERADO DAYS SIGNS	0.00	9,024.00
TOTAL CHECK							0.00	9,321.98
1011	433574	11/19/25	10006711	LAURIE AUBUCHON	190137	REIMB/SNACKS/DRINKS	0.00	73.18
1011	433575	11/19/25	10007722	SELF INSURED SERVICES CO	73	LTD & LIFE INS/NOV-25	0.00	3,817.68
1011	433575	11/19/25	10007722	SELF INSURED SERVICES CO	73	LTD & LIFE INS/NOV-25	0.00	6,226.80
TOTAL CHECK							0.00	10,044.48
1011	433576	11/19/25	10000360	BEACH & LA MIRADA CAR WA	171710	CAR WASHES	0.00	1,254.62
1011	433576	11/19/25	10000360	BEACH & LA MIRADA CAR WA	171710	CREDIT MEMO	0.00	-83.99
TOTAL CHECK							0.00	1,170.63
1011	433577	11/19/25	10007684	BEST LAWNMOWER, INC	560640	SUPPLIES	0.00	81.56
1011	433577	11/19/25	10007684	BEST LAWNMOWER, INC	352363	WATER TRAILER PUMP	0.00	58.69
TOTAL CHECK							0.00	140.25
1011	433578	11/19/25	10010196	BKF ENGINEERS	490025	KNOTT DRAIN/OCT-25	0.00	7,838.75
1011	433579	11/19/25	00000011	MANHATTAN STITCHING COMP	352363	#LSW4150, SWEATER; COL	8.75	108.75
1011	433580	11/19/25	10002369	BRINK'S INCORPORATED	11	SERVICE FOR OCT-25	0.00	1,230.80
1011	433581	11/19/25	10013147	BRODMANN BROTHER'S, INC.	126128	HIP202530 NGUYEN	0.00	19,472.00
1011	433582	11/19/25	00000192	ARTHUR C. BROWN	275210	STA.& MSCLAUS 12/5/25	0.00	500.00
1011	433583	11/19/25	00000759	BUENA PARK PLAQUE & TROP	170670	NAME PLATES	0.00	22.84
1011	433583	11/19/25	00000759	BUENA PARK PLAQUE & TROP	170670	NAME PLATES	0.00	22.84
TOTAL CHECK							0.00	45.68

SELECTION CRITERIA: transact.trans_date between '20251106 00:00:00.000' and '20251119 00:00:00.000'
ACCOUNTING PERIOD: 5/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	433584	11/19/25	10010674	BUILT RITE FENCE COMPANY	106131	NAV CTR GATE REPAIR	0.00	845.00
1011	433585	11/19/25	00000021	CALIF FORENSIC PHLEBOTOM	650402	BLOOD DRAWS	0.00	2,508.64
1011	433586	11/19/25	10011341	CALIF. ASSOC.OF TACTICAL	650407	CATO CF-25 12/2-4/25	0.00	2,500.00
1011	433587	11/19/25	00000407	CAMERON WELDING SUPPLY I	560210	PROPANE	0.00	70.66
1011	433587	11/19/25	00000407	CAMERON WELDING SUPPLY I	171710	OXYGEN	0.00	28.60
1011	433587	11/19/25	00000407	CAMERON WELDING SUPPLY I	171710	MONTHLY RENTAL	0.00	295.20
TOTAL CHECK							0.00	394.46
1011	433588	11/19/25	10014600	FRANCES CAPISTRANO	160105	REIMB/MLG NOV-25	0.00	8.12
1011	433588	11/19/25	10014600	FRANCES CAPISTRANO	160105	REIMB/NOTARY	0.00	43.00
TOTAL CHECK							0.00	51.12
1011	433589	11/19/25	10013377	CAREIT CO.	190137	DASHBOARD FY 25-26	0.00	5,000.00
1011	433590	11/19/25	10012993	DARLENE CASTILLO	11	REF/DEPOSIT#R12849	0.00	500.00
1011	433591	11/19/25	10014613	CENVEO WORLDWIDE LIMITED	352267	#10 WINDOW 24# WHITE W	109.90	1,365.85
1011	433592	11/19/25	00001695	CITY OF CERRITOS	560640	LNDSCP JUL-DEC/2024	0.00	835.00
1011	433592	11/19/25	00001695	CITY OF CERRITOS	560640	LNDSCP JAN-JUNE/2025	0.00	835.00
TOTAL CHECK							0.00	1,670.00
1011	433593	11/19/25	10004469	CERRITOS DODGE CHRYSLER	171710	WIPER NOZZLE	0.00	85.91
1011	433594	11/19/25	10014450	CHANIN KELLY-RAE CONSULT	121110	INCLUSION/BELON/NOV25	0.00	5,875.00
1011	433595	11/19/25	10012931	CHARTER COMMUNICATIONS	650302	187624701 NOV-25	0.00	454.93
1011	433596	11/19/25	10012931	CHARTER COMMUNICATIONS	650302	188676101 NOV-25	0.00	1,099.00
1011	433597	11/19/25	10012931	CHARTER COMMUNICATIONS	106132	238207201 NOV-25	0.00	1,080.00
1011	433598	11/19/25	10012931	CHARTER COMMUNICATIONS	650302	238915001 NOV-25	0.00	486.95
1011	433599	11/19/25	10014671	MIGUEL CHAVEZ	11	REF RF-25-263 WASTE	0.00	500.19
1011	433600	11/19/25	10013748	YONG CHOI	275120	I LOVE SUN DO/FALL-25	0.00	99.75
1011	433601	11/19/25	10014686	DIANE CHUA-BALCE	11	REF/DEPOSIT#R12886	0.00	500.00
1011	433602	11/19/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RENT/OCT-25	0.00	112.85
1011	433602	11/19/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RENT/OCT-25	0.00	112.85
1011	433602	11/19/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RENT/OCT-25	0.00	112.85
1011	433602	11/19/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RENT/OCT-25	0.00	184.22
1011	433602	11/19/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RENT/OCT-25	0.00	184.22
1011	433602	11/19/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RENT/OCT-25	0.00	487.91
1011	433602	11/19/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RENT/OCT-25	0.00	506.94
1011	433602	11/19/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RENT/OCT-25	0.00	547.29
1011	433602	11/19/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RENT/OCT-25	0.00	547.57

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	433602	11/19/25	10007616	CINTAS CORPORATION NO. 3	160105	UNIF RENT/OCT-25	0.00	112.85
TOTAL CHECK							0.00	2,909.55
1011	433603	11/19/25	10012826	CIVILTEC ENGINEERING, IN	396828	WATER MAIN/JULY-25	0.00	1,402.50
1011	433604	11/19/25	10014526	MICHAEL GARCIA	275210	2OF2 CAROUSEL/TRE LIT	0.00	4,250.00
1011	433605	11/19/25	00005774	THE CODE GROUP, INC.	731150	DANNY RODRIGUEZ/NOV25	0.00	10,450.00
1011	433606	11/19/25	10006450	COLONIAL LIFE	73	INS PREMIUM/OCT-25	0.00	554.62
1011	433607	11/19/25	10002815	SARA COPPING	106117	MLG REIMB/SEP-NOV-25	0.00	110.04
1011	433608	11/19/25	00010548	CORELOGIC INFORMATION SO	631140	REALQUEST/OCT-25	0.00	339.00
1011	433609	11/19/25	10012192	COSTAR REALTY INFORMATIO	632110	COSTAR SUITE/NOV-25	0.00	460.41
1011	433610	11/19/25	00002379	NANCY K. BOHL INC.	650105	EMP SUPPORT/OCT-25	0.00	1,190.00
1011	433611	11/19/25	10002389	COUNTY OF ORANGE TREASUR	650302	ROUTER/OCT-25	0.00	1,129.32
1011	433611	11/19/25	10002389	COUNTY OF ORANGE TREASUR	650308	AFIS/OCT-25	0.00	2,478.00
TOTAL CHECK							0.00	3,607.32
1011	433612	11/19/25	00000031	CROWN TROPHY OF CYPRESS	275135	TROPHY STYLE #FG00-SOC	0.00	2,295.00
1011	433612	11/19/25	00000031	CROWN TROPHY OF CYPRESS	275135	NAMEPLATE ENGRAVING:	0.00	472.50
1011	433612	11/19/25	00000031	CROWN TROPHY OF CYPRESS	275135	TAX	0.00	214.48
1011	433612	11/19/25	00000031	CROWN TROPHY OF CYPRESS	275135	FREIGHT	0.00	25.00
TOTAL CHECK							0.00	3,006.98
1011	433613	11/19/25	10014679	CULTURE2CULTURE, LLC	11	REF/BUS.LICENSE	0.00	4.00
1011	433613	11/19/25	10014679	CULTURE2CULTURE, LLC	126110	REF/BUS.LICENSE	0.00	64.00
TOTAL CHECK							0.00	68.00
1011	433614	11/19/25	10011541	L.N. CURTIS AND SONS	650208	RUBALCAVA-JACKET	0.00	113.41
1011	433614	11/19/25	10011541	L.N. CURTIS AND SONS	650208	PARRA-UNIFORMS	0.00	1,085.18
1011	433614	11/19/25	10011541	L.N. CURTIS AND SONS	650208	GONZALEZ-UNIFORM	0.00	42.12
1011	433614	11/19/25	10011541	L.N. CURTIS AND SONS	650208	1425 LMT TACTICAL SING	2,845.17	35,361.42
1011	433614	11/19/25	10011541	L.N. CURTIS AND SONS	650208	GONZALEZ-BALLISTIC	0.00	903.05
1011	433614	11/19/25	10011541	L.N. CURTIS AND SONS	650208	FRANKLIN-UNIFORM	0.00	108.54
1011	433614	11/19/25	10011541	L.N. CURTIS AND SONS	650208	TOMSICK-JACKET	0.00	165.90
1011	433614	11/19/25	10011541	L.N. CURTIS AND SONS	650208	TOMSICK-JACKET	0.00	217.07
1011	433614	11/19/25	10011541	L.N. CURTIS AND SONS	650208	RUBALCAVA-CARRIER	0.00	319.06
1011	433614	11/19/25	10011541	L.N. CURTIS AND SONS	650208	OSEJO-UNIFORM	0.00	13.29
1011	433614	11/19/25	10011541	L.N. CURTIS AND SONS	650208	OSEJO-UNIFORM	0.00	701.58
1011	433614	11/19/25	10011541	L.N. CURTIS AND SONS	650208	RUBALCAVA-CARRIER	0.00	33.40
1011	433614	11/19/25	10011541	L.N. CURTIS AND SONS	650208	PARRA-UNIFORM	0.00	107.82
1011	433614	11/19/25	10011541	L.N. CURTIS AND SONS	650208	OSEJO-UNIFORM	0.00	158.79
1011	433614	11/19/25	10011541	L.N. CURTIS AND SONS	650208	KUHN-UNIFORM	0.00	89.77
1011	433614	11/19/25	10011541	L.N. CURTIS AND SONS	650208	KUHN-UNIFORM	0.00	188.34
TOTAL CHECK							2,845.17	39,608.74
1011	433615	11/19/25	10011360	DENNIS KARL BATCHELOR	275150	ASSIGN FEE OCT-25	0.00	370.00

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	433616	11/19/25	10008843	DEPARTMENT OF INDUSTRIAL	170670	CONVEYANCE 10/28/25	0.00	125.00
1011	433616	11/19/25	10008843	DEPARTMENT OF INDUSTRIAL	170670	CONVEYANCE 10/28/25	0.00	225.00
TOTAL CHECK							0.00	350.00
1011	433617	11/19/25	00000492	DEPARTMENT OF JUSTICE	121110	FINGERPRINT/OCT-25	0.00	524.00
1011	433618	11/19/25	10008875	THOMAS F. DONINI	275315	DJ/SAT DNC 11/1/25	0.00	400.00
1011	433619	11/19/25	10014687	LIZETTE DURAN	11	REF/DEPOSIT#R12073	0.00	500.00
1011	433620	11/19/25	10014561	EDGESOFT, INC	190062	SFTWR SUBS/NOV-25	0.00	3,632.00
1011	433620	11/19/25	10014561	EDGESOFT, INC	190062	SFTWR SUBS/NOV-25	0.00	9,940.00
1011	433620	11/19/25	10014561	EDGESOFT, INC	190062	SFTWR SUBS/NOV-25	0.00	15,904.00
TOTAL CHECK							0.00	29,476.00
1011	433621	11/19/25	00007335	EMPLOYMENT DEVELOPMENT D	196200	3RD QTR.	0.00	13,974.00
1011	433622	11/19/25	10002187	ENGINEERING RESOURCES OF	590185	KNOTT REHAB/OCT-25	0.00	38,663.75
1011	433623	11/19/25	00006560	ENTERPRISE FM TRUST, INC	650603	LEASE 4 VEH/NOV-25	0.00	1,969.45
1011	433624	11/19/25	10008311	EVERETT DOREY, LLP	107420	DENISSE CHAVEZ	0.00	3,015.47
1011	433624	11/19/25	10008311	EVERETT DOREY, LLP	107420	DENISSE CHAVEZ	0.00	921.00
1011	433624	11/19/25	10008311	EVERETT DOREY, LLP	107420	DENISSE CHAVEZ	0.00	1,989.00
TOTAL CHECK							0.00	5,925.47
1011	433625	11/19/25	10013499	EWING IRRIGATION PRODUCT	860810	SUPPLIES	0.00	65.14
1011	433625	11/19/25	10013499	EWING IRRIGATION PRODUCT	860810	IRRIGATION	0.00	168.18
1011	433625	11/19/25	10013499	EWING IRRIGATION PRODUCT	860810	SUPPLIES	0.00	129.12
TOTAL CHECK							0.00	362.44
1011	433626	11/19/25	10004626	EXPEDIA, INC.	995100	MONTHLY ADS/NOV-25	0.00	11,662.48
1011	433627	11/19/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	FILTERS	0.00	17.08
1011	433627	11/19/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	FILTERS	0.00	40.03
1011	433627	11/19/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	FILTERS	0.00	27.23
1011	433627	11/19/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	EVAP PUMP	0.00	80.48
1011	433627	11/19/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	FUEL PUMP	0.00	294.37
1011	433627	11/19/25	00000739	ELLIOTT AUTO SUPPLY COMP	171710	BALL JOINT	0.00	157.32
TOTAL CHECK							0.00	616.51
1011	433628	11/19/25	10007059	FIVESTAR RUBBER STAMP ET	121110	BADGES	0.00	13.21
1011	433628	11/19/25	10007059	FIVESTAR RUBBER STAMP ET	121135	BADGES	0.00	13.21
1011	433628	11/19/25	10007059	FIVESTAR RUBBER STAMP ET	731120	NAME BADGE-PELAYO	0.00	13.21
1011	433628	11/19/25	10007059	FIVESTAR RUBBER STAMP ET	632110	NAME BADGE-GRIFFIN	0.00	13.21
TOTAL CHECK							0.00	52.84
1011	433629	11/19/25	10003190	FOOD 4 LESS	275105	YIG DAY- SUPPLIES	0.00	67.36
1011	433629	11/19/25	10003190	FOOD 4 LESS	275606	CULINARY SUPPLIES	0.00	179.35
1011	433629	11/19/25	10003190	FOOD 4 LESS	275606	ELOP SUPPLIES	0.00	117.92
1011	433629	11/19/25	10003190	FOOD 4 LESS	732044	HOMELESS OUTREACH	0.00	19.50

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1011	433629	11/19/25	10003190	FOOD 4 LESS	275105	YOUTH IN GOVERNMENT	0.00	204.11
TOTAL CHECK							0.00	588.24
1011	433630	11/19/25	00001095	FRANCHISE TAX BOARD	73	DED:0071 MISC	0.00	100.00
1011	433631	11/19/25	10007746	M&M DISPLAY, INC	275210	TREE LIGHT-25 PROPS	0.00	3,331.32
1011	433632	11/19/25	10002147	FUJITEC AMERICA, INC.	170670	ELEVATOR SVC	0.00	478.53
1011	433633	11/19/25	00000046	FULLER ENGINEERING INC	352363	CL2 HOLDER	0.00	598.13
1011	433633	11/19/25	00000046	FULLER ENGINEERING INC	352363	CL2 BOISSERANC	0.00	848.25
1011	433633	11/19/25	00000046	FULLER ENGINEERING INC	352363	CL2 LINDEN	0.00	880.88
1011	433633	11/19/25	00000046	FULLER ENGINEERING INC	352363	CL2 KNOTT	0.00	84.83
1011	433633	11/19/25	00000046	FULLER ENGINEERING INC	352363	CL2 CABALLERO	0.00	226.20
1011	433633	11/19/25	00000046	FULLER ENGINEERING INC	352363	CL2 FREEWAY	0.00	343.65
TOTAL CHECK							0.00	2,981.94
1011	433634	11/19/25	00003567	FULLER TRUCK ACCESSORIES	171710	FLOOR MATS	0.00	258.60
1011	433634	11/19/25	00003567	FULLER TRUCK ACCESSORIES	171710	CAB PROTECTOR	0.00	754.25
1011	433634	11/19/25	00003567	FULLER TRUCK ACCESSORIES	171710	HARDWARE	0.00	323.25
TOTAL CHECK							0.00	1,336.10
1011	433635	11/19/25	10014684	RAMIRO GALLARDO	11	REF/RF-25-257 WASTE	0.00	450.06
1011	433637	11/19/25	00002166	GANAHL LUMBER CORP	170670	HARDWARE SUPPLIES	0.00	46.91
1011	433637	11/19/25	00002166	GANAHL LUMBER CORP	275105	YIG DAY - SUPPLIES	0.00	13.02
1011	433637	11/19/25	00002166	GANAHL LUMBER CORP	275105	YIG DAY - SUPPLIES	0.00	34.77
1011	433637	11/19/25	00002166	GANAHL LUMBER CORP	170670	MISC. HARDWARE	0.00	40.54
1011	433637	11/19/25	00002166	GANAHL LUMBER CORP	275150	FIELD PAINT	0.00	68.44
1011	433637	11/19/25	00002166	GANAHL LUMBER CORP	170670	MISC. HARDWARE	0.00	56.53
1011	433637	11/19/25	00002166	GANAHL LUMBER CORP	452410	TRUCK COOLERS	0.00	97.85
1011	433637	11/19/25	00002166	GANAHL LUMBER CORP	632110	MAINT. SUPPLIES	0.00	72.82
1011	433637	11/19/25	00002166	GANAHL LUMBER CORP	170670	MISC. HARDWARE	0.00	94.55
1011	433637	11/19/25	00002166	GANAHL LUMBER CORP	860810	IRRIGATION	0.00	40.69
1011	433637	11/19/25	00002166	GANAHL LUMBER CORP	860810	SUPPLIES	0.00	90.25
1011	433637	11/19/25	00002166	GANAHL LUMBER CORP	275210	COPS N GOBLINS	0.00	101.27
1011	433637	11/19/25	00002166	GANAHL LUMBER CORP	860815	GRAFFITI	0.00	102.64
1011	433637	11/19/25	00002166	GANAHL LUMBER CORP	275210	COPS N GOBLINS	0.00	115.20
1011	433637	11/19/25	00002166	GANAHL LUMBER CORP	632110	PROP MTC SUPPLIES	0.00	13.02
1011	433637	11/19/25	00002166	GANAHL LUMBER CORP	275150	FIELD PAINT	0.00	48.88
1011	433637	11/19/25	00002166	GANAHL LUMBER CORP	860815	GRAFFITI	0.00	166.68
1011	433637	11/19/25	00002166	GANAHL LUMBER CORP	275135	YOUTH SPORTS	0.00	136.70
1011	433637	11/19/25	00002166	GANAHL LUMBER CORP	275210	COPS N GOBLINS	0.00	94.51
1011	433637	11/19/25	00002166	GANAHL LUMBER CORP	860815	GRAFFITI	0.00	247.28
1011	433637	11/19/25	00002166	GANAHL LUMBER CORP	560640	SUPPLIES	0.00	115.24
1011	433637	11/19/25	00002166	GANAHL LUMBER CORP	560640	SUPPLIES	0.00	29.87
1011	433637	11/19/25	00002166	GANAHL LUMBER CORP	275210	COPS N GOBLINS	0.00	76.07
TOTAL CHECK							0.00	1,903.73
1011	433638	11/19/25	10011838	GEORGE HILLS COMPANY, IN	107420	MISC.EXPENSES/OCT-25	0.00	572.37
1011	433639	11/19/25	10007739	OSCAR GONZALEZ	650407	CATO CF-25 12/2-4/25	0.00	468.00

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1011	433640	11/19/25	10008749	GOOGLE INC.	995100	GOOGLE ADS/OCT-25	0.00	18,552.99
1011	433641	11/19/25	10006406	GRAFIX SYSTEMS	171710	CITY DECALS	0.00	839.00
1011	433642	11/19/25	00000055	GRAINGER INC	171710	ELECTRICAL TAPE	0.00	236.86
1011	433643	11/19/25	10013984	GREEN HALO SYSTEMS, INC.	190137	HOSTING & MT FY25-27	0.00	4,752.00
1011	433644	11/19/25	10014609	PATRICK HARVEY	275150	SCORKEP 10/25-11/7/25	0.00	68.00
1011	433645	11/19/25	10012288	HASA INC.	860820	CHEMICALS	0.00	169.04
1011	433645	11/19/25	10012288	HASA INC.	860820	POOL SVC	0.00	950.00
1011	433645	11/19/25	10012288	HASA INC.	860820	CHEMICALS	0.00	1,170.80
TOTAL CHECK							0.00	2,289.84
1011	433646	11/19/25	10012247	THE HILLER COMPANIES, IN	106131	FIRE ALARM INSPECTION	0.00	350.00
1011	433647	11/19/25	10014682	KAREN HEFFREN	995100	HOSTED MEDIA/NOV-25	0.00	593.29
1011	433648	11/19/25	10011678	STUART ANDREW HENDRICKSO	275315	DJ/THANKSGIVING/LUNCH	0.00	300.00
1011	433649	11/19/25	10011678	STUART ANDREW HENDRICKSO	275315	DJ/ 12/17/25 LUNCHEON	0.00	300.00
1011	433650	11/19/25	10013659	HI STANDARD AUTOMOTIVE,	171710	PUSH BUMPER	0.00	769.80
1011	433650	11/19/25	10013659	HI STANDARD AUTOMOTIVE,	171710	MAG MOUNT MIC	0.00	476.33
1011	433650	11/19/25	10013659	HI STANDARD AUTOMOTIVE,	171710	CODE 3 LIGHTS	0.00	293.63
TOTAL CHECK							0.00	1,539.76
1011	433651	11/19/25	00002854	VERONICA HOCHEDE	275305	BALRM DANCE/FALL-25	0.00	2,213.63
1011	433652	11/19/25	00000057	HOME DEPOT / GECF	170670	PLUMBING	0.00	49.99
1011	433652	11/19/25	00000057	HOME DEPOT / GECF	170670	HARDWARE	0.00	55.91
1011	433652	11/19/25	00000057	HOME DEPOT / GECF	560640	KEY	0.00	5.36
1011	433652	11/19/25	00000057	HOME DEPOT / GECF	170670	HARDWARE	0.00	214.42
1011	433652	11/19/25	00000057	HOME DEPOT / GECF	275160	TAPE PICKLE BALL	0.00	123.37
1011	433652	11/19/25	00000057	HOME DEPOT / GECF	275210	COPS N GOBLINS	0.00	27.93
1011	433652	11/19/25	00000057	HOME DEPOT / GECF	275210	COPS N GOBLINS	0.00	86.11
TOTAL CHECK							0.00	563.09
1011	433653	11/19/25	00007685	ALEX HONG	650208	SLI564 S3 12/11-13/25	0.00	384.00
1011	433654	11/19/25	10014677	NICHOLAS L. HOPKINS	731150	REIMB/BLDG PLANS	0.00	103.39
1011	433654	11/19/25	10014677	NICHOLAS L. HOPKINS	731150	REIMB/BLDG PLANS	0.00	610.00
TOTAL CHECK							0.00	713.39
1011	433655	11/19/25	10009091	HUE C LUU	731150	ENG SVCS/NOV-25	0.00	6,600.00
1011	433656	11/19/25	10008985	INDEPENDENT	275105	LEGAL NOTICE 10/31/25	0.00	165.00
1011	433656	11/19/25	10008985	INDEPENDENT	731120	LEGAL NOTICE	0.00	180.00
TOTAL CHECK							0.00	345.00

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1011	433657	11/19/25	10012742	INFOSEND, INC	352267	SVCS & MATERIAL/AUG25	0.00	1,656.68
1011	433657	11/19/25	10012742	INFOSEND, INC	352267	POSTAGE/AUG-25	0.00	6,055.83
TOTAL CHECK							0.00	7,712.51
1011	433658	11/19/25	10012742	INFOSEND, INC	352267	SVCS & MATERIAL/SEP25	0.00	2,387.52
1011	433658	11/19/25	10012742	INFOSEND, INC	352267	POSTAGE/SEP-25	0.00	8,873.69
TOTAL CHECK							0.00	11,261.21
1011	433659	11/19/25	10012742	INFOSEND, INC	352267	SVCS & MATERIAL/OCT25	0.00	2,032.80
1011	433659	11/19/25	10012742	INFOSEND, INC	352267	POSTAGE/OCT-25	0.00	7,576.30
TOTAL CHECK							0.00	9,609.10
1011	433660	11/19/25	00010018	JOSEPH M JACKSON	275120	YOGA/SND BATH/FALL25	0.00	414.96
1011	433660	11/19/25	00010018	JOSEPH M JACKSON	275405	STK MOVE/YOGA/FALL-25	0.00	462.84
1011	433660	11/19/25	00010018	JOSEPH M JACKSON	275305	SOUND BATH/FALL-25	0.00	10.50
TOTAL CHECK							0.00	888.30
1011	433661	11/19/25	00009561	TRADITIONAL AUTO SUPPLY	171710	FUSES/STOCK	0.00	28.40
1011	433661	11/19/25	00009561	TRADITIONAL AUTO SUPPLY	171710	BRAKE PADS	0.00	81.23
1011	433661	11/19/25	00009561	TRADITIONAL AUTO SUPPLY	171710	CREDIT MEMO	0.00	-163.69
1011	433661	11/19/25	00009561	TRADITIONAL AUTO SUPPLY	171710	AIR FILTER	0.00	98.47
1011	433661	11/19/25	00009561	TRADITIONAL AUTO SUPPLY	171710	SCISSOR TABLE LIFT	0.00	1,520.35
1011	433661	11/19/25	00009561	TRADITIONAL AUTO SUPPLY	171710	BATTERIES	0.00	746.06
1011	433661	11/19/25	00009561	TRADITIONAL AUTO SUPPLY	171710	HYD OIL	0.00	80.55
TOTAL CHECK							0.00	2,391.37
1011	433662	11/19/25	10014685	JIMS ROOFING	11	REF/RF25-235 WASTE	0.00	480.00
1011	433663	11/19/25	00000042	JOHN B EWLES INC	560210	10 WHEEL DUMP	0.00	430.00
1011	433663	11/19/25	00000042	JOHN B EWLES INC	560211	10 WHEEL DUMP	0.00	1,720.00
TOTAL CHECK							0.00	2,150.00
1011	433664	11/19/25	10012442	KIMLEY-HORN AND ASSOCIAT	590198	OR'THORPE/PLAN/AUG25	0.00	9,852.85
1011	433665	11/19/25	10014586	KINETIC RESEARCH GROUP,	650407	#W3X-R7S-BLK-TUB: WHIS	0.00	1,450.82
1011	433665	11/19/25	10014586	KINETIC RESEARCH GROUP,	650407	#ATL-ARC: ATLAS BIPOD	0.00	73.98
1011	433665	11/19/25	10014586	KINETIC RESEARCH GROUP,	650407	#ARC-CLL: ARCA CLAMP	0.00	185.98
1011	433665	11/19/25	10014586	KINETIC RESEARCH GROUP,	650407	#MAG-5T3: KRG LOGO AIC	0.00	219.96
1011	433665	11/19/25	10014586	KINETIC RESEARCH GROUP,	650407	#MAG-10T3: KRG LOGO AI	0.00	259.96
1011	433665	11/19/25	10014586	KINETIC RESEARCH GROUP,	650407	#GPS-THMB-R7S: THUMBSH	0.00	73.98
1011	433665	11/19/25	10014586	KINETIC RESEARCH GROUP,	650407	#SLG-STD: SLING STUD K	0.00	11.98
1011	433665	11/19/25	10014586	KINETIC RESEARCH GROUP,	650407	#BAG-ANG-MD: ANGLED BA	0.00	73.98
1011	433665	11/19/25	10014586	KINETIC RESEARCH GROUP,	650407	#BAR-STP: BARRIER STOP	0.00	77.98
1011	433665	11/19/25	10014586	KINETIC RESEARCH GROUP,	650407	#2RD-QVR: TOW ROUND QU	0.00	59.98
1011	433665	11/19/25	10014586	KINETIC RESEARCH GROUP,	650407	#ENH-CHK: ENHANCED CHE	0.00	23.98
1011	433665	11/19/25	10014586	KINETIC RESEARCH GROUP,	650407	#MAG-ALU: MAG RELEASE	0.00	57.98
1011	433665	11/19/25	10014586	KINETIC RESEARCH GROUP,	650407	#BLL-BLK: BOLT LIFT -	0.00	59.98
1011	433665	11/19/25	10014586	KINETIC RESEARCH GROUP,	650407	#GRD-R7S: TRIGGER GUAR	0.00	165.98
1011	433665	11/19/25	10014586	KINETIC RESEARCH GROUP,	650407	FREIGHT	0.00	75.00
1011	433665	11/19/25	10014586	KINETIC RESEARCH GROUP,	11	OFF SET SALES TAX	0.00	-244.70
1011	433665	11/19/25	10014586	KINETIC RESEARCH GROUP,	650407	SALES TAX	0.00	244.70
TOTAL CHECK							0.00	2,871.52

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	433666	11/19/25	10003543	MOLLY H. KNOX	275305	EXERCISE/FALL-25	0.00	168.75
1011	433667	11/19/25	00007551	CITY OF LA MIRADA	560230	ALONDRA SHARE SIG MT	0.00	3,567.93
1011	433668	11/19/25	00002201	LAKESHORE LEARNING MATER	275405	# WE121 - SOC EMOTIONA	0.00	68.83
1011	433668	11/19/25	00002201	LAKESHORE LEARNING MATER	275405	# KT31126 - KINDNESS K	0.00	6.45
1011	433668	11/19/25	00002201	LAKESHORE LEARNING MATER	275405	# WE121 - SOC EMOTIONA	0.00	273.96
1011	433668	11/19/25	00002201	LAKESHORE LEARNING MATER	275405	# KT19977 - CAN YOU TO	0.00	415.00
1011	433668	11/19/25	00002201	LAKESHORE LEARNING MATER	275405	# PP111 - REAL-SIZE CL	0.00	238.00
1011	433668	11/19/25	00002201	LAKESHORE LEARNING MATER	275405	# RR900X -LETS GO SHOP	0.00	318.00
1011	433668	11/19/25	00002201	LAKESHORE LEARNING MATER	275405	# LC449BU - WOBBLE CUS	0.00	24.99
1011	433668	11/19/25	00002201	LAKESHORE LEARNING MATER	275405	# LC449GR - WOBBLE CUS	0.00	24.99
1011	433668	11/19/25	00002201	LAKESHORE LEARNING MATER	275405	# LC449GR - WOBBLE CUS	0.00	24.99
1011	433668	11/19/25	00002201	LAKESHORE LEARNING MATER	275405	# KT31126 - KINDNESS K	0.00	519.00
1011	433668	11/19/25	00002201	LAKESHORE LEARNING MATER	275405	# KT31126 - KINDNESS K	0.00	11.84
1011	433668	11/19/25	00002201	LAKESHORE LEARNING MATER	275405	# SOV605 - STEPPING ST	0.00	109.98
1011	433668	11/19/25	00002201	LAKESHORE LEARNING MATER	275405	# WE123 - ELEM CLSSRM	0.00	2,379.00
TOTAL CHECK							0.00	4,415.03
1011	433669	11/19/25	10007915	LANAIR GROUP, LLC	126143	365 RENEW/NOV-25	0.00	2,232.00
1011	433670	11/19/25	10007915	LANAIR GROUP, LLC	650303	365 SUBS RENEW 25-26	0.00	720.00
1011	433671	11/19/25	00000185	LANGUAGE LINE SERVICES,	650302	INTERPREATION/OCT-25	0.00	4.70
1011	433672	11/19/25	10014683	LG ROOFING MIGUEL LEON Y	11	REF/RF 25-270 WASTE	0.00	584.91
1011	433673	11/19/25	10004046	LIGHT SOURCE PRINTING, I	121135	CARDS-COLES-GUZMAN	0.00	117.05
1011	433673	11/19/25	10004046	LIGHT SOURCE PRINTING, I	631140	HR CARDS	0.00	149.05
1011	433673	11/19/25	10004046	LIGHT SOURCE PRINTING, I	121110	BUSINESS CARDS	0.00	272.10
1011	433673	11/19/25	10004046	LIGHT SOURCE PRINTING, I	160105	BUSINESS CARDS	0.00	369.16
1011	433673	11/19/25	10004046	LIGHT SOURCE PRINTING, I	160105	COLES-ENG.. CARDS	0.00	119.47
1011	433673	11/19/25	10004046	LIGHT SOURCE PRINTING, I	650302	BUSINESS CARDS	0.00	358.42
TOTAL CHECK							0.00	1,385.25
1011	433674	11/19/25	10004279	LIGHTING SUPPLY INC.	11	RAB T8-10.5-48G-8CCT-H	705.47	8,767.97
1011	433674	11/19/25	10004279	LIGHTING SUPPLY INC.	170670	PHILIPS 409151 CDM70/T	79.28	985.28
1011	433674	11/19/25	10004279	LIGHTING SUPPLY INC.	170670	FREIGHT	0.00	13.69
TOTAL CHECK							784.75	9,766.94
1011	433675	11/19/25	10011852	GRACE LIN	275210	2OF2 TRAIN/TRE LITE25	0.00	500.00
1011	433676	11/19/25	10013551	LISBETH LOMELI	650208	REIMB COP/GOB EVENT	0.00	14.13
1011	433676	11/19/25	10013551	LISBETH LOMELI	650208	REIMB/COP/GOB EVENT	0.00	14.13
1011	433676	11/19/25	10013551	LISBETH LOMELI	650208	REIMB/COP/GOB EVENT	0.00	19.56
TOTAL CHECK							0.00	47.82
1011	433677	11/19/25	10012952	LOOPNET	632110	LOOPNET PKG/NOV-25	0.00	111.96
1011	433678	11/19/25	10013142	ANGELICA LOPEZ	115110	CMCI TRG 10/20-25/25	0.00	264.10

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	433679	11/19/25	10008281	AUSTIN LOWE	650407	CATO CF-25 12/2-4/25	0.00	468.00
1011	433680	11/19/25	00000077	LU'S LIGHTHOUSE INC	171710	STOCK ORDER	0.00	40.93
1011	433680	11/19/25	00000077	LU'S LIGHTHOUSE INC	171710	STOCK ORDER	0.00	259.78
TOTAL CHECK							0.00	300.71
1011	433681	11/19/25	10014688	CLARISSA CAMILA MACIAS	11	REF/DEPOSIT#R12314	0.00	500.00
1011	433682	11/19/25	10012134	CASEY MCDANIEL	275150	SCORKEP 10/25-11/7/25	0.00	68.00
1011	433683	11/19/25	10014674	HEATHER MCKENZIE	126110	RT#STR22-0010	0.00	133.57
1011	433684	11/19/25	10014446	MMGY GLOBAL, LLC	995100	VISIT BP EVRGRN/NOV25	0.00	68,638.92
1011	433685	11/19/25	10013264	MOBILE FLEET WASH, CORP	171710	CAR WASHES	0.00	1,040.00
1011	433685	11/19/25	10013264	MOBILE FLEET WASH, CORP	171710	CAR WASHES	0.00	980.00
1011	433685	11/19/25	10013264	MOBILE FLEET WASH, CORP	171710	CAR WASHES	0.00	840.00
TOTAL CHECK							0.00	2,860.00
1011	433686	11/19/25	00002906	NATIONAL EMBLEM INC	650208	SHOULDER PATCHES FOR U	56.44	701.44
1011	433686	11/19/25	00002906	NATIONAL EMBLEM INC	650208	FREIGHT	0.00	13.75
TOTAL CHECK							56.44	715.19
1011	433687	11/19/25	10012031	SANDRA NAVARRO	101101	REIMB HALLOWEEN SUPL	0.00	291.54
1011	433688	11/19/25	10004133	OC CLERK-RECORDER'S OFFI	126128	RECONVEYANCE/M.REPINE	0.00	18.00
1011	433689	11/19/25	10007111	OC CLERK-RECORDER'S OFFI	11	COUNTY FILINGS	0.00	250.00
1011	433690	11/19/25	10012790	OC RECON, INC.	171710	FENDER REPAIR	0.00	750.00
1011	433691	11/19/25	10005881	OCCUPATIONAL HEALTH CENT	107410	RAYMOND SAILIATA	0.00	180.52
1011	433691	11/19/25	10005881	OCCUPATIONAL HEALTH CENT	107410	RAYMOND SAILIATA	0.00	148.10
1011	433691	11/19/25	10005881	OCCUPATIONAL HEALTH CENT	121110	SANCHEZ,TORRES,SPEAR	0.00	270.00
TOTAL CHECK							0.00	598.62
1011	433692	11/19/25	10005163	OCEAN BREEZE PACIFIC, LL	275405	BPCC LINEN LAUNDRY	0.00	211.40
1011	433693	11/19/25	00000099	OFFICE DEPOT, INC.	11	PAPER BOISE APSEN 30,	161.00	2,001.00
1011	433694	11/19/25	10009436	RYAN OLDHAM	190300	BELLIS YARD/OCT-25	0.00	11,519.00
1011	433695	11/19/25	10007787	HBV ENTERPRISES, INC.	171710	WINDOW REGULATOR	0.00	116.91
1011	433695	11/19/25	10007787	HBV ENTERPRISES, INC.	171710	STARTER	0.00	180.47
1011	433695	11/19/25	10007787	HBV ENTERPRISES, INC.	171710	AXLE	0.00	115.05
1011	433695	11/19/25	10007787	HBV ENTERPRISES, INC.	171710	HUB SEAL	0.00	39.15
1011	433695	11/19/25	10007787	HBV ENTERPRISES, INC.	171710	BALL JOINTS	0.00	82.61
1011	433695	11/19/25	10007787	HBV ENTERPRISES, INC.	171710	BALL JOINTS	0.00	86.89
1011	433695	11/19/25	10007787	HBV ENTERPRISES, INC.	171710	BRAKE PADS	0.00	90.07
1011	433695	11/19/25	10007787	HBV ENTERPRISES, INC.	171710	HEATER HOSE	0.00	100.49
1011	433695	11/19/25	10007787	HBV ENTERPRISES, INC.	171710	A/C COMPRESSOR	0.00	508.24
1011	433695	11/19/25	10007787	HBV ENTERPRISES, INC.	171710	ROTORS/PADS/SEALS	0.00	694.89

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
TOTAL CHECK							0.00	2,014.77
1011	433696	11/19/25	10014422	ONWARD ENGINEERING	290153	SCE CORRIDOR/OCT-25	0.00	250.00
1011	433697	11/19/25	00000913	ORANGE COUNTY FIRE AUTHO	640310	RET.MED.PROG/NOV-25	0.00	2,480.00
1011	433698	11/19/25	10014672	OSCAR RAY & MELINDA R. B	11	REF RF-25-252 WASTE	0.00	450.00
1011	433699	11/19/25	00000222	EDCO/PARK DISPOSAL CORP.	171710	CNG FUEL	0.00	277.27
1011	433700	11/19/25	10013858	PARTY PRO RENTAL CENTER,	275215	TENT/TREE LIGHT-2025	0.00	2,065.00
1011	433701	11/19/25	10013206	PAYMENTUS CORPORATION	126152	PH.IVR/CC MERCH/SEP25	0.00	2,009.80
1011	433702	11/19/25	00001804	PETRA GEOSCIENCES, INC	731150	BLDG.PLAN CK/OCT-25	0.00	882.00
1011	433703	11/19/25	00005145	PETTY CASH/COMMUNITY SER	275210	GLUE STKS/M.VANSICKLE	0.00	22.23
1011	433703	11/19/25	00005145	PETTY CASH/COMMUNITY SER	275150	YT.SPORTS/A.ALVARADO	0.00	26.71
1011	433703	11/19/25	00005145	PETTY CASH/COMMUNITY SER	275160	PICKLE TAPE/GUERRA	0.00	48.53
1011	433703	11/19/25	00005145	PETTY CASH/COMMUNITY SER	275105	LAMIN.SHEET/HERNANDEZ	0.00	40.23
1011	433703	11/19/25	00005145	PETTY CASH/COMMUNITY SER	275210	TBL CLTH/M.VANSICKLE	0.00	10.86
1011	433703	11/19/25	00005145	PETTY CASH/COMMUNITY SER	275210	COP/GOB/GAME/MANCILLA	0.00	12.85
1011	433703	11/19/25	00005145	PETTY CASH/COMMUNITY SER	275210	BALLOONS/M.VANSICKLE	0.00	17.38
1011	433703	11/19/25	00005145	PETTY CASH/COMMUNITY SER	106119	SILVERADO/M.VANSICKLE	0.00	17.57
TOTAL CHECK							0.00	196.36
1011	433704	11/19/25	10014680	PLACE WORKS, INC.	11	EIR DEPOSIT MND-25-1	0.00	13,192.40
1011	433704	11/19/25	10014680	PLACE WORKS, INC.	11	EIR DEPOSIT MND-25-1	0.00	2,328.60
TOTAL CHECK							0.00	15,521.00
1011	433705	11/19/25	00000653	PLANTAG INC	11	OFFSET SALES TAX	0.00	-7.52
1011	433705	11/19/25	00000653	PLANTAG INC	731150	SALES TAX	0.00	7.52
1011	433705	11/19/25	00000653	PLANTAG INC	731150	PLANTAGS-100	0.00	65.95
1011	433705	11/19/25	00000653	PLANTAG INC	731150	RED ADHESIVE LABELS	0.00	10.00
1011	433705	11/19/25	00000653	PLANTAG INC	731150	GREEN ADHESIVE LABELS	0.00	10.00
1011	433705	11/19/25	00000653	PLANTAG INC	731150	SHIPPING	0.00	10.95
TOTAL CHECK							0.00	96.90
1011	433706	11/19/25	10013857	HEATHER WILLIAMS	650105	THERAPY/OCT-25	0.00	450.00
1011	433707	11/19/25	10010995	POLICE RECORDS & INFORMA	650208	BWC REL/REDAC 12/4/25	0.00	189.00
1011	433708	11/19/25	10013791	PRINT N COPY CENTER	101101	CITY OF BUENA PARK CER	0.00	1,493.50
1011	433708	11/19/25	10013791	PRINT N COPY CENTER	101101	SALES TAX	0.00	138.15
TOTAL CHECK							0.00	1,631.65
1011	433709	11/19/25	00007711	PROFORCE LAW ENFORCEMENT	650208	ITEM # PA175S202MOS-XF	1,126.13	13,996.13
1011	433710	11/19/25	10005312	PRO-LINE INDUSTRIAL PROD	352570	VS102 VANILLA SCENTED	17.66	219.49
1011	433710	11/19/25	10005312	PRO-LINE INDUSTRIAL PROD	352570	SHINY ZINC ASZ124	38.58	479.49
1011	433710	11/19/25	10005312	PRO-LINE INDUSTRIAL PROD	352570	FREIGHT	0.00	50.00
TOTAL CHECK							56.24	748.98

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FUND - 11 - GENERAL FUND

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1011	433711	11/19/25	00004049	PSOMAS CORP.	396859	PEAK PK WELL/OCT-25	0.00	4,222.50
1011	433712	11/19/25	10001965	PYRO-COMM SYSTEMS, INC.	170670	ALARM MONITORING	0.00	135.00
1011	433713	11/19/25	10008467	QUADIENT LEASING USA, IN	126120	MAIL FOLDER	0.00	712.62
1011	433714	11/19/25	10013923	WILLIAM D. QUISTO	275120	TENNIS/FALL-25	0.00	180.88
1011	433715	11/19/25	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	48.94
1011	433715	11/19/25	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	70.69
1011	433715	11/19/25	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	402.37
1011	433715	11/19/25	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	239.25
1011	433715	11/19/25	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	59.81
1011	433715	11/19/25	10001203	R.V. NURSERY INC	560641	PLANTS	0.00	402.38
TOTAL CHECK							0.00	1,223.44
1011	433716	11/19/25	00001348	MULTI SERVICE TECHNOLOGY	352363	SHOES-FINCH	0.00	245.79
1011	433716	11/19/25	00001348	MULTI SERVICE TECHNOLOGY	560210	SHOES-DEL-TORO	0.00	350.00
TOTAL CHECK							0.00	595.79
1011	433717	11/19/25	00000113	DMJ AND ASSOCIATES, INC.	860810	SUPPLIES	0.00	29.09
1011	433718	11/19/25	10001125	ROADLINE PRODUCTS INC	560231	ORACAL 751C HIGH PERFO	41.04	510.04
1011	433718	11/19/25	10001125	ROADLINE PRODUCTS INC	560231	SHIPPING	0.00	50.00
TOTAL CHECK							41.04	560.04
1011	433719	11/19/25	10001973	ROYAL PAPER CORPORATION	170670	FREIGHT	0.00	18.54
1011	433719	11/19/25	10001973	ROYAL PAPER CORPORATION	170670	BOBRICK B-81212 PINK L	65.86	915.61
TOTAL CHECK							65.86	934.15
1011	433720	11/19/25	00000114	SAFETY KLEEN SYSTEMS, IN	171710	ANTI-FREEZE PICK-UP	0.00	55.00
1011	433720	11/19/25	00000114	SAFETY KLEEN SYSTEMS, IN	171710	USED OIL PICK-UP	0.00	545.00
1011	433720	11/19/25	00000114	SAFETY KLEEN SYSTEMS, IN	160105	HAZ WASTE PICK-UP	0.00	4,599.30
TOTAL CHECK							0.00	5,199.30
1011	433721	11/19/25	10013433	RYAN SALAZAR	650407	MMBTH 10/20-24/25	0.00	202.23
1011	433722	11/19/25	00004970	SUSAN SAXE-CLIFFORD PHD	650105	AUSTIN TUBBS	0.00	450.00
1011	433722	11/19/25	00004970	SUSAN SAXE-CLIFFORD PHD	650105	WILLIAM LAZARO	0.00	450.00
1011	433722	11/19/25	00004970	SUSAN SAXE-CLIFFORD PHD	650105	KEVIN LUCACI	0.00	450.00
TOTAL CHECK							0.00	1,350.00
1011	433723	11/19/25	10003547	SOCAL SEALCOAT SOLUTIONS	560211	PAVEMENT PRODUCTS	0.00	772.79
1011	433723	11/19/25	10003547	SOCAL SEALCOAT SOLUTIONS	560211	#M1074L - CRACKMASTER	700.88	8,710.88
1011	433723	11/19/25	10003547	SOCAL SEALCOAT SOLUTIONS	560211	FREIGHT	0.00	350.00
1011	433723	11/19/25	10003547	SOCAL SEALCOAT SOLUTIONS	560211	#M1074L M1074L-CRACKM	700.88	8,710.88
1011	433723	11/19/25	10003547	SOCAL SEALCOAT SOLUTIONS	560211	F2000 FREIGHT	0.00	300.00
TOTAL CHECK							1,401.76	18,844.55
1011	433724	11/19/25	00008766	JON-MICHAEL SHADDOW	650208	POST MGT 12/8-12/25	0.00	640.00

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	433725	11/19/25	10014675	GCP WW HOLDCO LLC	560222	SAFETY SHOES	0.00	49.69
1011	433725	11/19/25	10014675	GCP WW HOLDCO LLC	560211	SAFETY SHOES	0.00	49.70
1011	433725	11/19/25	10014675	GCP WW HOLDCO LLC	560210	SAFETY SHOES	0.00	99.39
1011	433725	11/19/25	10014675	GCP WW HOLDCO LLC	560210	SAFETY SHOES	0.00	348.12
1011	433725	11/19/25	10014675	GCP WW HOLDCO LLC	352363	SAFETY SHOES	0.00	346.99
TOTAL CHECK							0.00	893.89
1011	433726	11/19/25	10009505	SHRED-IT, INC. USA	650302	SHREDDING	0.00	911.94
1011	433726	11/19/25	10009505	SHRED-IT, INC. USA	105105	SHREDDING	0.00	52.31
1011	433726	11/19/25	10009505	SHRED-IT, INC. USA	115110	SHREDDING	0.00	52.31
1011	433726	11/19/25	10009505	SHRED-IT, INC. USA	160105	SHREDDING	0.00	52.31
1011	433726	11/19/25	10009505	SHRED-IT, INC. USA	126120	SHREDDING	0.00	52.31
1011	433726	11/19/25	10009505	SHRED-IT, INC. USA	275105	SHREDDING	0.00	52.32
1011	433726	11/19/25	10009505	SHRED-IT, INC. USA	650302	PAPER SHREDDING	0.00	782.24
TOTAL CHECK							0.00	1,955.74
1011	433727	11/19/25	00009792	PRISCILLA SILVA	275120	BELLY DNC/FALL-25	0.00	154.28
1011	433728	11/19/25	00003596	SMITH & SONS GLASS	170670	GLASS REPAIR	0.00	750.47
1011	433729	11/19/25	10005948	JIMMY SMITH	275305	ROUND DNC/FALL-25	0.00	292.50
1011	433730	11/19/25	10009463	SO CAL SANITATION, LLC	106119	FENCING INSTALLATION A	0.00	9,340.77
1011	433730	11/19/25	10009463	SO CAL SANITATION, LLC	106119	ONE SPECIAL EVENT REST	0.00	326.25
TOTAL CHECK							0.00	9,667.02
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	MNCHESTR/ARTES/OCT25	0.00	29.91
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	BEACH/MALVERN/OCT-25	0.00	34.07
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	BEACH/COMMONWL/OCT25	0.00	34.07
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	8252 OR'THORPE/OCT-25	0.00	34.07
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	7901 LA MIRADA/OCT-25	0.00	39.68
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	8221 DALE/OCT-25	0.00	39.82
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	STANTON/MAPLE/OCT-25	0.00	39.82
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	6248 CRESCENT/OCT-25	0.00	42.83
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	CRENT X SANRIO/OCT-25	0.00	42.83
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	RT 91 EO KNOT/OCT-25	0.00	44.28
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	6655 MNCHESTR/OCT-25	0.00	44.51
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	7550 STANTON/OCT-25	0.00	47.70
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	ES VLYVW SO FY/OCT-25	0.00	20.03
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	5600 MALVERN/OCT-25	0.00	33.95
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	7113 FIRESTONE/OCT-25	0.00	38.96
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	7341 ARTESIA/OCT-25	0.00	39.68
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	BEACH/DURANGO/OCT25	0.00	45.42
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	BEACH/9TH/OCT-25	0.00	55.10
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	7006 ARTESIA/OCT-25	0.00	18.87
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	860810	8111 COMNWLTH/OCT-25	0.00	30.44
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	860810	7501 8TH ST/OCT-25	0.00	51.32
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	170670	6581 BEACH/OCT-25	0.00	55.97
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	6989 ARTESIA/OCT-25	0.00	102.82
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	6680 KNOTT/OCT-25	0.00	119.18
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	7700 WESTERN/OCT-25	0.00	129.54
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	170670	6603 BEACH/OCT-25	0.00	837.75

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	660241	8400 LAKEKNOLL/OCT-25	0.00	1,490.68
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	170670	6955 ARAGON/OCT-25	0.00	9,353.54
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	5755 CRESCENT/OCT-25	0.00	8,861.61
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	6410 AUTO CTR/OCT-25	0.00	138.81
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	352510	5860 DALE/OCT-25	0.00	720.82
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	9TH/WESTERN/OCT-25	0.00	39.68
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	BEACH/STAGE/OCT-25	0.00	70.45
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	BEACH/CRSENT/OCT-25	0.00	80.53
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	6210 INDIANA/OCT-25	0.00	120.39
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	7901 LA MIRADA/OCT-25	0.00	127.53
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	BEACH/MALVERN/OCT25	0.00	132.93
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	7365 ARTESIA/OCT-25	0.00	206.63
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	352510	2881 ROSECRNS/OCT-25	0.00	1,085.61
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	RT91 FY OFF RMP/OCT25	0.00	58.83
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	5755 CRESCENT/OCT-25	0.00	59.85
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	SW CNR ORTHORP/OCT25	0.00	87.89
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	6002 ORTHORPE/OCT-25	0.00	95.39
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	SAN REMO VL.VW/OCT-25	0.00	95.39
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	7582 COMNWLTH/OCT-25	0.00	95.39
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	7201 ARTESIA/OCT-25	0.00	97.88
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	BEACH/ARTESIA/OCT-25	0.00	98.56
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	5700 BRIDGEPORT/OCT25	0.00	103.00
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	7341 ARTESIA/OCT-25	0.00	136.06
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	860810	6232 AUTO CTR/OCT-25	0.00	57.29
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	6200 STANTON/OCT-25	0.00	62.76
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	170670	6500 AUTO CTR/OCT-25	0.00	79.27
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	560230	6655 AUTO CTR/OCT-25	0.00	113.68
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	7731 STANTON/OCT-25	0.00	264.70
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	860810	7322 VAL.VW/OCT-25	0.00	10,800.56
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	BP LITING/OCT-25	0.00	4,005.16
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	352510	7750 CAMELLIA/OCT-25	0.00	57,974.29
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	660240	BP LIGHTING/OCT-25	0.00	66,194.92
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	352510	6140 BALL RD OCT-25	0.00	6,478.78
1011	433733	11/19/25	00000226	SOUTHERN CALIFORNIA EDIS	170670	6640 BEACH/OCT-25	0.00	29,507.78
TOTAL CHECK							0.00	200,949.26
1011	433734	11/19/25	00000328	SOUTHERN CALIFORNIA GAS	170670	6660 BEACH/OCT-25	0.00	15.23
1011	433734	11/19/25	00000328	SOUTHERN CALIFORNIA GAS	170670	8152 KNOTT/OCT-25	0.00	15.23
1011	433734	11/19/25	00000328	SOUTHERN CALIFORNIA GAS	170670	6601 BEACH/OCT-25	0.00	18.44
1011	433734	11/19/25	00000328	SOUTHERN CALIFORNIA GAS	860810	7171 8TH ST/OCT-25	0.00	35.28
1011	433734	11/19/25	00000328	SOUTHERN CALIFORNIA GAS	170670	8150 KNOTT/OCT-25	0.00	38.46
1011	433734	11/19/25	00000328	SOUTHERN CALIFORNIA GAS	170670	6955 ARAGON/OCT-25	0.00	47.50
1011	433734	11/19/25	00000328	SOUTHERN CALIFORNIA GAS	860810	7600 DALE ST/OCT-25	0.00	59.96
1011	433734	11/19/25	00000328	SOUTHERN CALIFORNIA GAS	860810	7225 EL DORADO/OCT-25	0.00	281.59
1011	433734	11/19/25	00000328	SOUTHERN CALIFORNIA GAS	170670	6650 BEACH/OCT-25	0.00	717.48
1011	433734	11/19/25	00000328	SOUTHERN CALIFORNIA GAS	170670	8150 KNOTT #D/OCT-25	0.00	861.63
1011	433734	11/19/25	00000328	SOUTHERN CALIFORNIA GAS	170670	6640 BEACH/OCT-25	0.00	2,650.05
TOTAL CHECK							0.00	4,740.85
1011	433735	11/19/25	10006963	SPEAKWRITE, LLC	650305	TRANSCRIPTION/OCT-25	0.00	2,735.34
1011	433736	11/19/25	00010296	SPECIALIZED ELEVATOR SER	660241	ELEVATOR MAINT	0.00	643.84

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	433737	11/19/25	00010381	SPOK INC	860810	PAGER SVC	0.00	7.47
1011	433737	11/19/25	00010381	SPOK INC	275305	PAGER SVC	0.00	7.47
1011	433737	11/19/25	00010381	SPOK INC	352363	PAGER SVC	0.00	29.03
TOTAL CHECK							0.00	43.97
1011	433738	11/19/25	10006051	STANTEC CONSULTING SERVI	599793	DALE/WHITAKER/OCT-25	0.00	25,855.25
1011	433738	11/19/25	10006051	STANTEC CONSULTING SERVI	599793	DALE/WHITAKER/AUG-25	0.00	20,369.50
1011	433738	11/19/25	10006051	STANTEC CONSULTING SERVI	590193	WHITAKER PAVE/SEPT-25	0.00	26,257.00
TOTAL CHECK							0.00	72,481.75
1011	433739	11/19/25	00001085	STAPLES CONTRACT & COMME	160105	OFFICE SUPPLIES	0.00	43.49
1011	433739	11/19/25	00001085	STAPLES CONTRACT & COMME	160105	OFFICE SUPPLIES	0.00	376.46
1011	433739	11/19/25	00001085	STAPLES CONTRACT & COMME	126120	OFFICE SUPPLIES	0.00	36.52
1011	433739	11/19/25	00001085	STAPLES CONTRACT & COMME	126120	OFFICE SUPPLIES	0.00	31.61
1011	433739	11/19/25	00001085	STAPLES CONTRACT & COMME	160105	OFFICE SUPPLIES	0.00	186.22
1011	433739	11/19/25	00001085	STAPLES CONTRACT & COMME	275105	OFFICE SUPPLIES	0.00	360.70
TOTAL CHECK							0.00	1,035.00
1011	433740	11/19/25	00005437	SUNBELT RENTALS INC	275210	CREDIT MEMO	0.00	-1,360.35
1011	433740	11/19/25	00005437	SUNBELT RENTALS INC	275210	GENERATOR CULTUREFEST	0.00	2,275.81
TOTAL CHECK							0.00	915.46
1011	433741	11/19/25	10008410	FULLERTON SIGNS, INC	275140	BANNERS CANDY CANE	0.00	220.23
1011	433742	11/19/25	10010941	TYSON KOERPER	995100	CREATE 21 ADS/NOV-25	0.00	275.00
1011	433743	11/19/25	10011938	T-MOBILE	171710	974300786 OCT-25	0.00	73.20
1011	433744	11/19/25	10007171	T-MOBILE USA, INC.	650303	GPS LOCATE/#25-24110	0.00	115.00
1011	433745	11/19/25	00004212	TOWNSEND PUBLIC AFFAIRS	352267	LOBBYIST/NOV-25	0.00	2,018.75
1011	433745	11/19/25	00004212	TOWNSEND PUBLIC AFFAIRS	105105	LOBBYIST/NOV-25	0.00	6,056.25
1011	433745	11/19/25	00004212	TOWNSEND PUBLIC AFFAIRS	731105	GRANT WRITE/NOV-25	0.00	5,000.00
TOTAL CHECK							0.00	13,075.00
1011	433746	11/19/25	00005445	TRI-SIGNAL INTEGRATION,	170670	FIRE/LIFE/SAFE/NOV-25	0.00	2,057.25
1011	433746	11/19/25	00005445	TRI-SIGNAL INTEGRATION,	170670	FIRE/LIFE/SAFE/NOV-25	0.00	572.25
1011	433746	11/19/25	00005445	TRI-SIGNAL INTEGRATION,	170670	FIRE/LIFE/SAFE/NOV-25	0.00	741.25
1011	433746	11/19/25	00005445	TRI-SIGNAL INTEGRATION,	170670	FIRE/LIFE/SAFE/NOV-25	0.00	1,759.50
1011	433746	11/19/25	00005445	TRI-SIGNAL INTEGRATION,	170670	FIRE/LIFE SAFE/NOV-25	0.00	960.00
TOTAL CHECK							0.00	6,090.25
1011	433747	11/19/25	10014606	TRUELINE CONST. & SURFAC	11	PMT1/FINAL RET.	0.00	-3,777.23
1011	433747	11/19/25	10014606	TRUELINE CONST. & SURFAC	190067	PIKBAL CONSTR/OCT-25	0.00	75,544.52
TOTAL CHECK							0.00	71,767.29
1011	433748	11/19/25	10014606	TRUELINE CONST. & SURFAC	11	PIKBAL CONST/RETENT.	0.00	3,777.23
1011	433749	11/19/25	10009554	TRUTH BE TOLD POLYGRAPH,	650105	PRE EMP POLY(2) OCT25	0.00	550.00
1011	433750	11/19/25	10012511	TSG ENTERPRISES, INC	190139	CITY YARD ROOF/OCT-25	0.00	747.50

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	433750	11/19/25	10012511	TSG ENTERPRISES, INC	590004	PAVE REHAB/OCT-25	0.00	115.00
1011	433750	11/19/25	10012511	TSG ENTERPRISES, INC	590004	PAVE REHAB/SEPT-25	0.00	230.00
TOTAL CHECK							0.00	1,092.50
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCIL MTG/GUERRA	0.00	22.00
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	275105	RET.OFFICE SUPL/BOX	0.00	-65.24
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	352267	RET GRACE KEYBD/HYUN	0.00	-36.96
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	275105	RET/PROG.SUPL/CHAVEZ	0.00	-32.31
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	121110	AMAZON/SUPPLIES/RV	0.00	-20.65
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	101101	DEL FEE REFUND/LOPEZ	0.00	-13.47
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	115110	REF/CANVA PRO /LOPEZ	0.00	-1.00
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	115110	CANVA PRO TRIAL/LOPEZ	0.00	1.00
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	11	COP/GOB/ESCAMILLA	0.00	1.51
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	11	COPS/GOB/ESCAMILLA	0.00	2.17
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	11	COPS/GOB/ESCAMILLA	0.00	3.02
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	160105	OFFICE SUPL/ARABOLU	0.00	3.25
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	11	COP/GOB/ESCAMILLA	0.00	3.28
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	126120	YIG SUPPLIES/HYUN	0.00	4.49
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	121110	STARBUCKS/POLICERE/GC	0.00	6.75
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTOR/ORTEGA	0.00	7.53
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	106117	TIP REV VOICE/COPPING	0.00	8.28
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	650302	TEMPLATE RET INV/COTA	0.00	8.47
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	101101	REIMB CITY/MEDINA	0.00	8.67
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	11	1 PH.TRIPOD/MEDINA	0.00	8.99
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	105105	CARE BRD MT/FRANCE	0.00	9.00
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	106119	TREATS MUTT/MANCILLA	0.00	9.19
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	115110	CAL CIT PK/JIMENEZ	0.00	10.40
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	101101	COMM REC SUPL/GUERRA	0.00	10.86
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	11	COPS/GOB/ESCAMILLA	0.00	10.86
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	106128	SIS CITY GIFTS/FEWER	0.00	10.98
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	275205	SPOTIFY/MARTINEZ	0.00	11.99
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	275305	SR.HALLOWEN/NIELSEN	0.00	12.16
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	171710	SERVICE FEE/MACIAS	0.00	12.56
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	105105	PK FEE CAL CIT/FRANCE	0.00	15.00
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	105105	PK FEE CAL CIT/FRANCE	0.00	15.00
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	115110	CANVA SUBS/JIMENEZ	0.00	15.00
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	171710	EV CHARGE/NGUYEN	0.00	15.03
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	121110	STARBUCKS/COMMSVCS/GC	0.00	15.15
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	160105	SAFE SCH MTG/MIKHAEL	0.00	15.36
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	11	COP/GOB/ESCAMILLA	0.00	15.50
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	160105	ZOOM SUBS/MIKHAEL	0.00	15.99
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	101101	ZOOM ACCT/JIMENEZ	0.00	15.99
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	115110	ZOOM ACCT/GUERRA	0.00	15.99
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	650303	ZOOM MO.CHG/NGUYEN	0.00	15.99
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTOR/COLON	0.00	16.10
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	275305	GIVAWAY VET/NIELSEN	0.00	16.10
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	170670	DISH SOAP/COLES-GUZMA	0.00	16.16
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	275210	GAME BOOTH/MANCILLA	0.00	16.31
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTOR/COLON	0.00	16.38
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	171710	EV CHARGE/NGUYEN	0.00	17.27
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	121110	STARBUCKS/ASSOCPLN/GC	0.00	17.65
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	732044	EMG/SUPL HMLES/PINEDO	0.00	17.97

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	11	2 PK TBL HOLDR/MEDINA	0.00	18.00
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTOR/ORTEGA	0.00	18.19
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	171710	EV CHARGE/NGUYEN	0.00	18.38
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	105105	# HOLDER ST.CI/MEDINA	0.00	18.48
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	101101	COMM REC SUPL/GUERRA	0.00	19.23
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	275210	HANGING GLOBE/DAVIS	0.00	19.56
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTOR/ORTEGA	0.00	19.69
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	106117	LUNCH CAL TRVL/COPPIN	0.00	20.34
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	650208	TRG OFS SUPL/DIERINGE	0.00	20.65
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	121110	STARBUCKS/LUBETECH/GC	0.00	20.85
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	650105	PKG IN-N-OUT/COTA	0.00	21.05
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCIL DESSERT/GUERR	0.00	21.07
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	452410	DONUTS/STAFF/MOORE	0.00	21.75
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	171710	SERVICE FEE/MACIAS	0.00	21.98
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTOR/COLON	0.00	23.23
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	650208	LAMIN.POUCH/DIERINGER	0.00	23.64
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	171710	EV CHARGE/NGUYEN	0.00	24.92
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	115110	CIT CLK SUPL/GUERRA	0.00	25.18
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	452410	RADTRG WATER/MOORE	0.00	25.61
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/TRF MOTOR/COLON	0.00	26.00
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	560640	CHAIN SAW PTS/PORTER	0.00	26.08
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	106117	GOOGLE MO SUB/COPPING	0.00	26.40
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	452410	RADTRG MEAL BRK/MOORE	0.00	27.17
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	121110	DLLRTR/BENEFITSFR/RV	0.00	27.44
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	171710	MOTORCYCLE FUEL/VU	0.00	27.70
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	275105	YT GOV SUPL/MOMPELLER	0.00	28.24
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	650208	TRG OFS SUPL/DIERINGE	0.00	28.25
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCIL SUPL/LOPEZ	0.00	28.41
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	650307	TAPE DISPENSER/BAILEY	0.00	29.35
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	106117	TIP VOICEOVER/COPPING	0.00	29.38
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	121110	PORTOS/HRSPEC/RV	0.00	29.39
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	106117	TIP ELF VOICE/COPPING	0.00	29.90
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	106118	FOOD PHOTO/APARICIO	0.00	29.91
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	452410	WATER/WK STAFF/MOORE	0.00	29.91
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	105105	ADOBE MO SUBS/MEDINA	0.00	29.99
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	650303	AI SUBS/NGUYEN	0.00	30.00
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	121110	AMAZON/SUPPLIES/RV	0.00	30.44
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	11	COPS/GOB/ESCAMILLA	0.00	30.66
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	275105	PROG.SUPL/CHAVEZ	0.00	32.31
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	115110	CITY CLK SUPL/JIMENEZ	0.00	32.61
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	121110	FEDEX/DK	0.00	32.61
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	275305	PULL UP BAR/NIELSEN	0.00	33.55
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	126120	YIG SUPPLIES/HYUN	0.00	33.92
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	731150	OFFICE SUPL/AVERELL	0.00	34.43
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	275305	SR.HALLOWEN/NIELSEN	0.00	34.70
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	115110	YT GOV DAY/JIMENEZ	0.00	34.76
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	106119	HULA HOOPS/DAVIS	0.00	34.79
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	171710	CAR WASH/FRANCE	0.00	35.00
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	106117	MEDIA NIGHT/APARICIO	0.00	35.00
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	115110	YT GOV DAY SUPL/GUERR	0.00	35.12
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	106117	VOICEOVER REV/COPPING	0.00	35.15
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	732044	EMG SUPL HMLSS/PINEDO	0.00	37.15

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	275305	SNACKS/SR MOV/NIELSEN	0.00	37.67
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	115110	YT GOV DAY SUPL/GUERR	0.00	38.06
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	105105	PROMO CAREER/FEWER	0.00	38.80
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCIL ITEMS/GUERRA	0.00	38.97
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL/CITY VEH/NUNES	0.00	39.82
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	121110	AMAZON/SUPPLIES/RV	0.00	41.09
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	106117	ST.CIT.VIDEO/APARICIO	0.00	42.56
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	11	COPS/GOB/ESCAMILLA	0.00	43.37
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	275210	WEBS GAME/MANCILLA	0.00	43.41
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	115110	YT GOV DAY/JIMENEZ	0.00	43.47
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	11	GIFTS/LADIES LUN/COTA	0.00	45.16
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCIL SUPL/GUERRA	0.00	47.86
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	160105	RETIR BEV/ARABOLU	0.00	51.53
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	171710	FUEL CM VEH/FRANCE	0.00	51.87
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	121110	STRBKCS/POLRECCLRK/RV	0.00	52.00
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	650208	TRG OFS SUPL/DIERINGE	0.00	52.19
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	275405	BPCC SUPPLIES/SAUCEDA	0.00	53.99
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	115120	PASSPORT SUPL/GUERRA	0.00	54.38
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	106119	HULA HOOPS/MOMPELLER	0.00	55.45
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	452410	DONUTS/RADTRG/MOORE	0.00	57.25
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	106117	VOICEOVER/COPPING	0.00	58.39
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	170670	BK RM REMODEL/LIBUNAO	0.00	58.71
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	650208	SWEAR CEREMO/DIERINGE	0.00	59.41
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	160105	RETIRE SNACK/ARABOLU	0.00	60.81
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	11	LADIES LUN PRIZE/COTA	0.00	60.94
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	731150	OFFICE EQUIP/AVERELL	0.00	63.93
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	275105	OFFICE SUPL/BOX	0.00	65.24
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	275105	YT GOV SUPL/BOX	0.00	66.31
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	106117	MUSIC SYNC/COPPING	0.00	67.36
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	106117	MO.SUBS/APARICIO	0.00	69.99
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	275310	PRIZES/BINGO/DAVIS	0.00	72.49
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	452410	MEAL BREAK/MOORE	0.00	72.78
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCIL ITEMS/GUERRA	0.00	73.06
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	275105	EVENT SUPL/CHAVEZ	0.00	73.54
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	452410	RADTRG MEAL BK/MOORE	0.00	73.84
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	275305	GIVAWAY VET/NIELSEN	0.00	74.58
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	275105	YT GOV SUPL/MOMPELLER	0.00	74.58
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	275105	LANYARDS YT GOV/KURAT	0.00	74.97
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	121110	SMCLB/ORIPNLSNCKS/RV	0.00	80.98
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	106117	TIP VIDEO EDIT/COPPIN	0.00	83.44
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	560640	CHAIN SAW PTS/PORTER	0.00	83.62
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	275105	YT GOV SUPL/MOMPELLER	0.00	84.74
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	170670	HOLSTERS/GONZALEZ	0.00	86.80
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	275105	PROG.SUPL/CHAVEZ	0.00	87.54
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	121110	STRBKSC/HRSP/SPIN/RV	0.00	90.00
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	650208	PATROL/SHADDOW/DIERIN	0.00	90.00
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	650208	SANDWICH/ADV.BRD/COTA	0.00	91.99
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	275605	WINGS SUPL/SAUCEDA	0.00	92.03
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	121110	SMCLB/CUSTSVCTM/RV	0.00	92.70
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	121110	KNOTTSRST/ASSOC PL/GC	0.00	93.09
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	106117	LYFT CAL TRVL/COPPING	0.00	95.28
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	106117	LYFT CAL TRVL/COPPING	0.00	95.85

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	121140	EOCEQPMT/TRAINING/JC	0.00	96.86
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	121110	KNOTTSRST/LUBETECH/GC	0.00	97.76
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	651612	CAP HAT/UNIF/DIERINGE	0.00	97.80
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	106117	GRAPHICS/COPPING	0.00	97.95
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	101101	COMM REC SUPL/GUERRA	0.00	98.96
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	121110	DNTEXP/AFLACL&L/RV	0.00	99.00
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	650303	SURVEYMONK/SHADDOW	0.00	99.00
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	275105	EVENT.SUPL/CHAVEZ	0.00	103.86
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	275310	PRIZES/BINGO/DAVIS	0.00	108.95
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	275305	SR.HALLOWEN/NIELSEN	0.00	109.27
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	452410	HAND HELD RAD/MOORE	0.00	109.50
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	275305	FLAGS/DISTRIBUT/DAVIS	0.00	112.89
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	650303	PH.ACCESSORY/GEYER	0.00	115.20
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	275405	CANDY/TOTTIM/MARTINEZ	0.00	121.07
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	121110	CNTEXP/MNDSTL&L/RV	0.00	124.50
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	106118	FOOD PHOTO/APARICIO	0.00	126.19
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	121110	KNOTTSRT/COMMSVCS/GC	0.00	129.09
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	560640	RADIO HOLSTER/PORTER	0.00	130.20
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	860810	HOLSTERS/GONZALEZ	0.00	130.20
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	121110	STRBK/LCWCONF/DP	0.00	132.00
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	452410	YARD JOB FAIR/MIKHAEL	0.00	133.59
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	121110	KNOTTSRST/SRPLANN/GC	0.00	133.81
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	275145	SLING ACCT/HURTADO	0.00	133.89
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	650208	SWEAR CEREMO/DIERINGE	0.00	137.30
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	106117	MERCH HOST/APARICIO	0.00	138.12
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	275210	STAGE BALLOON/DAVIS	0.00	138.41
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	106128	SIS CITY GIFTS/FEWER	0.00	144.00
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	160105	UCB ITS TECH/ARABOLU	0.00	145.00
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	731120	ZOOM SUBS/FOULKES	0.00	149.90
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	106117	MERCH HOST/APARICIO	0.00	150.35
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	170670	CABALLERO YARD/HUNT	0.00	150.75
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	170670	BELLIS PK YARD/HUNT	0.00	150.75
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	860810	CITY YARD/ARABOLU	0.00	151.14
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	106117	VIDEO EDIT/COPPING	0.00	152.98
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	121110	4PROMOS/YOUTHINGOV/GC	0.00	159.06
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	126120	YIG SUPPLIES/HYUN	0.00	160.28
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	106117	VOICEOVER/COPPING	0.00	161.75
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	650303	2TB PORT SSD/MIKIEWIC	0.00	162.03
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	101101	COMM REC SUPL/GUERRA	0.00	163.00
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	650101	FLOOR HEATERS/COTA	0.00	163.08
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	275105	YT GOV SUPL/CHAVEZ	0.00	168.79
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCIL ITEMS/GUERRA	0.00	172.09
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	106128	SIS CITY GIFTS/FEWER	0.00	172.80
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	275305	GIVAWAY VET/NIELSEN	0.00	172.85
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCIL ITEMS/BADILLO	0.00	180.39
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCIL ITEMS/BADILLO	0.00	180.39
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	160105	OFFICE SUPL/MIKHAEL	0.00	181.73
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	106117	ELF VOICEOVERCOPPING	0.00	182.85
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	452410	PRINTER CC TV MOORE	0.00	182.96
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	275105	DRINKS YT GOV/ALARCON	0.00	185.83
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	160105	OFFICE SUPL/MIKHAEL	0.00	186.36
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	126143	EXT CRDS/STRIP/MIKIEW	0.00	188.28

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	106128	SIS CITY GIFTS/FEWER	0.00	194.40
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	126143	SSD 1TB INT.DR/MIKIEW	0.00	195.72
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	650407	RIFLE TRIPOD/DIERINGE	0.00	198.08
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	106117	FRAUD/CLAIM/COPPING	0.00	200.00
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	650303	COMPUTER ACC/DIERINGE	0.00	203.00
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	101101	CAL CIT LUN(4)JIMENEZ	0.00	203.82
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	126143	NETGEAR ETHER/MIKIEWI	0.00	208.48
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	121110	KNOTTSRST/HRSPCIST/RV	0.00	208.67
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCIL DIN/LOPEZ	0.00	220.03
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	275210	PUMPKIN PATCH/MARTINE	0.00	221.33
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	106117	VOICEOVER/COPPING	0.00	221.55
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	11	TWO SD CRDS/MEDINA	0.00	228.36
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	115110	IIMC MBRSHIP/JIMENEZ	0.00	235.00
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	275105	YT GOV SUPL/MOMPELLER	0.00	241.80
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCIL DIN/LOPEZ	0.00	243.81
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	101101	COMM REC SUPL/GUERRA	0.00	249.87
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	171710	SIDE STEP/MACIAS	0.00	250.43
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	106117	MERCH HOST/APARICIO	0.00	254.32
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	101101	COUNCIL LINENS/GUERRA	0.00	254.93
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	170670	RK RM REMODEL/LIBUNAO	0.00	258.58
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	560640	CHAIN SAW KIT/PORTER	0.00	258.81
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	126143	RAPID SSL CERT/MIKIEW	0.00	263.00
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	126152	ONLINE WTR GTWY/HYUN	0.00	266.50
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	106117	HOST MEDIA/APARICIO	0.00	271.80
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	106128	SILVERADOWRISTBND/EF	0.00	280.80
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	106119	PIE/SILVERADO/HURTADO	0.00	299.80
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	106117	VIDEO EDIT/COPPING	0.00	321.78
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	106117	TV COMMERC EDIT/COPPI	0.00	321.78
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	115110	YT GOV DAY/JIMENEZ	0.00	327.68
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	170670	BK RM REMODEL/LIBUNAO	0.00	335.30
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	560231	SP LIFT SAFETY/DAHL	0.00	340.84
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	275140	CNDY/BALONS/COLES-GUZ	0.00	344.12
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	101101	PRAYER BKF(5)BADILLO	0.00	352.00
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	106119	SILVERADO SUPL/LIBUNA	0.00	355.22
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	650407	RIFLE TRIPOD/DIERINGE	0.00	367.58
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	650407	RIFLE TRIPOD/DIERINGE	0.00	367.58
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	121110	APWA/PWINSPDP	0.00	375.00
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	275105	YT GOV LUNCH/MANCILLA	0.00	382.69
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	121110	ICC/BUILD&SAFETYMG/GC	0.00	399.00
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	275105	FOOD YT GOV/HURTADO	0.00	414.07
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	101101	COMM REC SUPL/GUERRA	0.00	415.00
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	171710	PORT EQUIP REG/MACIAS	0.00	420.00
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	650604	CELL PH EVID/BAILEY	0.00	421.95
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	106117	HOSTED MEDIA/APARICIO	0.00	496.74
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	106117	EMAIL SUBS/APARICIO	0.00	519.00
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	170670	BK RM REMODEL/LIBUNAO	0.00	521.96
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	650208	AXON CF TVL/DIERINGER	0.00	530.97
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	106117	HOTEL/CAL TRVL/COPPIN	0.00	545.67
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	650208	PERF TRG/DIERINGER	0.00	550.00
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	650601	SLEEP RM SHELV/BAILEY	0.00	554.59
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	731120	APA MBR DUES/FOULKES	0.00	568.00
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	101101	CITY SEAL STMP/GUERRA	0.00	570.05

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FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	11	LADIES LUN GIFTS/COTA	0.00	592.63
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	121110	SMCLB/BENEFITSFAIR/RV	0.00	617.90
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	171710	PORT EQUIP REG/MACIAS	0.00	735.00
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	105105	CALCITIESCMCONF/EF	0.00	775.00
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	105105	CALCITIESCMCONF/EF	0.00	775.00
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	352363	REPL MONITOR/MCGEE	0.00	814.54
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	170670	REFRIGERATOR/GONZALEZ	0.00	910.24
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	106117	HOSTED MEDIA/APARICIO	0.00	947.25
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	170670	EXIT SIGN/GONZALEZ	0.00	1,090.00
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	106128	SIS CIT MEDIEVA/FRANC	0.00	1,223.40
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	106128	MERCH SIS CIT/COPPING	0.00	1,309.89
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	106128	KNOTSCHCKNDINNER/EF	0.00	1,730.21
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	275105	PLOTTER SUPL/COLES-GU	0.00	1,777.48
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	171710	ASSEMB MOTOR PT/HUNT	0.00	2,210.00
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	106128	SIS CITY HOTEL/FRANCE	0.00	3,000.00
1011	433763	11/19/25	00010474	U.S.BANK CORPORATE PAYME	106128	SIS CITY HOTEL/FRANCE	0.00	5,000.00
TOTAL CHECK							0.00	53,281.89
1011	433764	11/19/25	10002020	ULINE, INC.	650307	#H-10014 MOBILE WIDE S	0.00	1,560.00
1011	433764	11/19/25	10002020	ULINE, INC.	650307	RACKS - PARTICLE BOARD	0.00	396.00
1011	433764	11/19/25	10002020	ULINE, INC.	650307	SHIPPING AND HANDLING	0.00	127.50
1011	433764	11/19/25	10002020	ULINE, INC.	650307	TAX	0.00	171.28
TOTAL CHECK							0.00	2,254.78
1011	433765	11/19/25	10012950	UNISHIELD, INC	650308	FIRST AID SUPPLIES	0.00	75.80
1011	433765	11/19/25	10012950	UNISHIELD, INC	650208	FIRST AID SUPPLIES	0.00	145.02
TOTAL CHECK							0.00	220.82
1011	433766	11/19/25	10014681	ANDREA UPDYKE	995100	HOSTED MEDIA/NOV-254	0.00	4,519.36
1011	433767	11/19/25	10003356	VCA ANIMAL HOSPITALS, IN	650405	EMG EXAM/ADAM 11/5/25	0.00	1,042.87
1011	433768	11/19/25	10009230	VERIZON BUSINESS	170670	4123237 X26 OCT-25	0.00	453.35
1011	433769	11/19/25	10002032	VERIZON WIRELESS	170670	870083592-00001 OCT25	0.00	887.05
1011	433769	11/19/25	10002032	VERIZON WIRELESS	352363	870083592-00001 OCT25	0.00	331.03
TOTAL CHECK							0.00	1,218.08
1011	433770	11/19/25	10002032	VERIZON WIRELESS	560210	561306915-00002 OCT25	0.00	38.37
1011	433770	11/19/25	10002032	VERIZON WIRELESS	105105	561306915-00002 OCT25	0.00	38.37
1011	433770	11/19/25	10002032	VERIZON WIRELESS	998100	561306915-00002 OCT25	0.00	38.37
1011	433770	11/19/25	10002032	VERIZON WIRELESS	352363	561306915-00002 OCT25	0.00	76.02
1011	433770	11/19/25	10002032	VERIZON WIRELESS	115110	561306915-00002 OCT25	0.00	123.01
1011	433770	11/19/25	10002032	VERIZON WIRELESS	101101	561306915-00002 OCT25	0.00	123.01
1011	433770	11/19/25	10002032	VERIZON WIRELESS	170670	561306915-00002 OCT25	0.00	549.85
TOTAL CHECK							0.00	987.00
1011	433771	11/19/25	10008881	VOHNE LICHE KENNELS, INC	650405	K9 TRG.MAINT/OCT-25	0.00	500.00
1011	433771	11/19/25	10008881	VOHNE LICHE KENNELS, INC	650405	K9 TRG.MAINT/AUG-25	0.00	500.00
1011	433771	11/19/25	10008881	VOHNE LICHE KENNELS, INC	650405	K9 TRG MAINT/JULY-25	0.00	500.00
1011	433771	11/19/25	10008881	VOHNE LICHE KENNELS, INC	650405	K9 TRG.MAINT/JUNE-25	0.00	500.00
1011	433771	11/19/25	10008881	VOHNE LICHE KENNELS, INC	650405	K9 TRG.MAINT/MAY-25	0.00	500.00

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FUND - 11 - GENERAL FUND

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1011	433771	11/19/25	10008881	VOHNE LICHE KENNELS, INC	650405	K9 TRG.MAINT/SEPT-25	0.00	500.00
TOTAL CHECK							0.00	3,000.00
1011	433772	11/19/25	10004361	VORTEX INDUSTRIES, LLC	170670	DOOR REPAIR	0.00	1,960.00
1011	433773	11/19/25	10014012	WELLS FARGO FINANCIAL LE	275305	LEASE 11/20-12/19/25	0.00	12.00
1011	433773	11/19/25	10014012	WELLS FARGO FINANCIAL LE	998100	LEASE 11/20-12/19/25	0.00	32.00
1011	433773	11/19/25	10014012	WELLS FARGO FINANCIAL LE	631140	LEASE 11/20-12/19/25	0.00	44.00
1011	433773	11/19/25	10014012	WELLS FARGO FINANCIAL LE	731120	LEASE 11/20-12/19/25	0.00	44.00
1011	433773	11/19/25	10014012	WELLS FARGO FINANCIAL LE	731150	LEASE 11/20-12/19/25	0.00	44.00
1011	433773	11/19/25	10014012	WELLS FARGO FINANCIAL LE	732071	LEASE 11/20-12/19/25	0.00	55.00
1011	433773	11/19/25	10014012	WELLS FARGO FINANCIAL LE	997100	LEASE 11/20-12/19/25	0.00	65.00
1011	433773	11/19/25	10014012	WELLS FARGO FINANCIAL LE	352267	LEASE 11/20-12/19/25	0.00	160.00
1011	433773	11/19/25	10014012	WELLS FARGO FINANCIAL LE	126120	LEASE 11/20-12/19/25	0.00	185.00
1011	433773	11/19/25	10014012	WELLS FARGO FINANCIAL LE	121110	LEASE 11/20-12/19/25	0.00	190.00
1011	433773	11/19/25	10014012	WELLS FARGO FINANCIAL LE	275105	LEASE 11/20-12/19/25	0.00	220.00
1011	433773	11/19/25	10014012	WELLS FARGO FINANCIAL LE	115110	LEASE 11/20-12/19/25	0.00	275.00
1011	433773	11/19/25	10014012	WELLS FARGO FINANCIAL LE	160105	LEASE 11/20-12/19/25	0.00	300.00
1011	433773	11/19/25	10014012	WELLS FARGO FINANCIAL LE	121135	LEASE 11/20-12/19/25	0.00	1,121.26
1011	433773	11/19/25	10014012	WELLS FARGO FINANCIAL LE	650302	LEASE 11/20-12/19/25	0.00	1,121.27
TOTAL CHECK							0.00	3,868.53
1011	433774	11/19/25	00000141	WEST COAST ARBORISTS INC	632110	REMOVE PALMS 7851 BCH	0.00	9,594.00
1011	433775	11/19/25	10012502	WILD WATER OPERATING LLC	171710	CAR WASHES	0.00	665.00
1011	433776	11/19/25	10013257	WORKCARE, INC.	121110	PD WELLNESS/OCT-25	0.00	13,494.15
1011	433777	11/19/25	10011660	YUNEX, LLC	560230	EXTRA SIG MT/SEPT-25	0.00	5,574.88
1011	433777	11/19/25	10011660	YUNEX, LLC	560230	EXTRA SIG MT/SEPT-25	0.00	6,327.44
1011	433777	11/19/25	10011660	YUNEX, LLC	560230	TRF SIG MT/SEPT-25	0.00	8,670.05
TOTAL CHECK							0.00	20,572.37
1011	V433778	11/19/25	10010293	BLUEBEAM INC	126143	RENEW SUBS FY25-26	0.00	4,290.00
1011	V433779	11/19/25	00007415	BUENA PARK CITY EMPLOYEE	73	DED:1102 BPCEA DUES	0.00	705.00
1011	V433780	11/19/25	00000481	BUENA PARK POLICE ASSOCI	73	DED:0846 LTD PA/PMA	0.00	2,085.00
1011	V433780	11/19/25	00000481	BUENA PARK POLICE ASSOCI	73	DED:1100 POLICE DUE	0.00	8,665.74
TOTAL CHECK							0.00	10,750.74
1011	V433781	11/19/25	00007357	BUENA PARK POLICE DEPT S	73	DED:1099 SWAT DUES	0.00	40.00
1011	V433781	11/19/25	00007357	BUENA PARK POLICE DEPT S	73	DED:1101 SWAT	0.00	370.00
TOTAL CHECK							0.00	410.00
1011	V433782	11/19/25	00007565	EEC ENVIRONMENTAL, INC.	352567	FOG INSPECT 7/25	0.00	500.00
1011	V433783	11/19/25	00008482	JOHN SOTTEK	126128	HIP202528 CARNES	0.00	150.00
1011	V433784	11/19/25	00000054	TED JONES FORD INC.	171710	COVER SEAT	0.00	314.15
1011	V433784	11/19/25	00000054	TED JONES FORD INC.	171710	DRIVER SEAT, PAD	0.00	766.14
1011	V433784	11/19/25	00000054	TED JONES FORD INC.	171710	ENGINE PARTS	0.00	875.60

SELECTION CRITERIA: transact.trans_date between '20251106 00:00:00.000' and '20251119 00:00:00.000'
ACCOUNTING PERIOD: 5/26

FUND - 11 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	-----DESCRIPTION------	SALES TAX	AMOUNT
1011	V433784	11/19/25	00000054	TED JONES FORD INC.	171710	GASKET, BOLTS	0.00	49.19
1011	V433784	11/19/25	00000054	TED JONES FORD INC.	171710	AXLE SEAL	0.00	10.95
1011	V433784	11/19/25	00000054	TED JONES FORD INC.	171710	INTAKE MANIFOLD	0.00	887.59
TOTAL CHECK							0.00	2,903.62
TOTAL CASH ACCOUNT							6,657.04	1,174,491.76
TOTAL FUND							6,657.04	1,174,491.76
TOTAL REPORT							6,657.04	1,174,491.76

Voided Check Numbers	Date Printed
433553	11/19/2025
433636	
433731	
433732	
433751	
433752	
433753	
433754	
433755	
433756	
433757	
433758	
433759	
433760	
433761	
433762	

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $1,199,501.54 COVERING REGULAR PAYROLL ENDING NOVEMBER 07, 2025

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: That in accordance with Section 37208 of the Government Code, the Director of Finance or his designated representative hereby certifies to the accuracy of the following demands and to the availability of funds for payment thereof.

_____
Director of Finance

SECTION 2: The claims and demands in the sum of $1,199,501.54 set forth on this 8-page register attached to this resolution and made a part hereof have been audited as required by law and are hereby allowed in the amount set forth.

PASSED AND ADOPTED this _____ day of _____ 2025 by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

I hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park held this _____ day of _____ 2025.

_____
City Clerk

CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

SELECTION CRITERIA: checkhis.pay_run='NF1'
ALL CHECKS

PAYRUN: NF1
DATE: 11/14/2025

CHECK NUMBER	DEPOSIT AMOUNT	CHECK AMOUNT	MAN/VOID	----------EMPLOYEE----------	ID NUMBER
V392470	2,119.17	.00		APARICIO, LESLIE	590
V392471	4,548.63	.00		COPPING, SARA	951
V392472	2,483.34	.00		ENGLEBRECHT, BRIDGET	261
V392473	3,327.91	.00		FEWER, JESSICA	580
V392474	7,589.05	.00		FRANCE, AARON	1650
V392475	725.49	.00		GODBOLD, KATELIN	672
V392476	942.86	.00		LOPEZ, JESSE	606
V392477	203.82	.00		MCKINNEY, KENNETH	552
V392478	2,876.95	.00		MEDINA, YARETZA	8
V392479	1,118.36	.00		OWAKA, PASCHAL	615
V392480	23.70	.00		PERSI, MICHAEL	678
V392481	47.39	.00		STRONGMAN, BENJAMIN	681
V392482	189.60	.00		TEHRANI, AIDIN	551
V392483	3,075.43	.00		CASTRO, GWENDOLYNE	503
V392484	3,474.67	.00		CERDA, JUAN	831
V392485	6,860.08	.00		FENTON, EDWARD	1564
V392486	1,083.36	.00		HICKMAN, AISHA	665
V392487	1,961.18	.00		KERN, DONNA	2574
V392488	2,830.92	.00		PREVO, DOREKA	390
V392489	3,925.63	.00		VALDEZ, REBECCA	5490
V392490	2,281.61	.00		BUENROSTRO, PATRICIA	227
V392491	1,726.59	.00		GALLENTINE, KAILEY	486
V392492	4,270.01	.00		GARCIA, ADRIAN	1700
V392493	1,322.79	.00		GLAVIN, BARBARA	1768
V392494	2,099.08	.00		HERNANDEZ, GLORIA	2092
V392495	7,207.60	.00		HYUN, SUNG	2248
V392496	2,395.88	.00		KIM, MIN	2584
V392497	2,333.80	.00		LOVEJOY, REBEKAH	76
V392498	1,567.54	.00		OZAKI, GRACE	3881
V392499	2,181.11	.00		PAK, TIMOTHY	3955
V392500	2,957.98	.00		PEREZ, JESSICA	4111
V392501	2,717.92	.00		TOMASSETTI, JEEVANI	5623
V392502	2,269.38	.00		TRAN, KRYSTLE	242
V392503	3,811.21	.00		AVERELL, MARK	272
V392504	2,704.97	.00		COLES-GUZMAN, MARY	950
V392505	2,435.91	.00		KENNEDY, SEAN	111
V392506	1,031.06	.00		AHN, JOYCE	263
V392507	985.96	.00		FRANCO-HERNANDEZ, CARLOS	566
V392508	922.90	.00		HOQUE, LAMIYA	412
V392509	819.02	.00		SONNE, SUSAN	5161
V392510	777.24	.00		TRAUT, CONNOR	5399
V392511	3,056.45	.00		ALMQUIST, ANNA PATRICIA	168
V392512	2,017.11	.00		GUERRA, SARAH	1470
V392513	6,089.83	.00		JIMENEZ, ADRIA	2297
V392514	1,213.56	.00		KIRK, RALPH	384
V392515	2,158.68	.00		LOPEZ, ANGELICA	2928
V392516	1,467.94	.00		GONZALEZ, VANESSA	866
V392517	2,247.96	.00		FLORES, CHRISTOPHER	464
V392518	3,420.67	.00		HOPKINS, NICHOLAS	627
V392519	3,121.65	.00		LESTER, ALEXANDER	2868

SELECTION CRITERIA: checkhis.pay_run='NF1'
ALL CHECKS

V392520	2,001.28	.00	MACIAS, JUDITH	2996
V392521	2,755.97	.00	MAYORQUIN, RAYMUNDO	221
V392522	2,909.82	.00	TART, ANDRE	5235
V392523	1,274.42	.00	TELLEZ, ALMA	667
V392524	3,090.26	.00	ALVAREZ, JOSHUA	458
V392525	1,068.38	.00	CASTANEDA, GUADALUPE	280
V392526	5,359.59	.00	CASTELLANOS, CARLOS	515
V392527	2,641.03	.00	CATALDO, JOHN	766
V392528	3,049.69	.00	CRAVENS, ROBERT	658
V392529	2,233.39	.00	DAVIS-VALENTINE, SUZANNE	1085
V392530	794.49	.00	DINH, MICHELLE	433
V392531	6,682.70	.00	FOULKES, MATTHEW	9
V392532	1,137.17	.00	GUZMAN, FEDERICO	1918
V392533	1,970.29	.00	LI, CELINE	832
V392534	4,145.75	.00	LUNA, HARALD	264
V392535	3,095.01	.00	MCALEESE, IAN	159
V392536	3,392.86	.00	NAVARRO, SANDRA	93
V392537	2,444.42	.00	SANTOS, RUTH	4640
V392538	1,925.93	.00	TAE, RAY	5196
V392539	4,300.38	.00	THAI, LOTUS	536
V392540	2,607.42	.00	ZAPIEN, ERNESTINE	5777
V392541	3,602.13	.00	DHAUW, MELISSA	1170
V392542	1,938.21	.00	GRIFFIN, CHEKESHA	865
V392543	1,020.97	.00	MARTINEZ, RICHARD	834
V392544	3,295.63	.00	SUAREZ, SARABETH	5169
V392545	3,192.03	.00	YOON, JIWON	91
V392546	479.99	.00	BARR, LISA	366
V392547	2,498.63	.00	BARRAZA, TAYLOR	501
V392548	3,508.63	.00	COTA, LORRAINE	954
V392549	6,045.53	.00	DAVENPORT, JOSEPH	1094
V392550	6,397.76	.00	GEYER, BRADLEY	1692
V392551	7,222.67	.00	NGUYEN, NGHIA	3755
V392552	7,356.75	.00	NUNES, FRANK	3813
V392553	2,887.06	.00	SEMAAN, NADIA	4740
V392554	870.23	.00	CHARNES, LANCE	783
V392555	9,932.40	.00	DIERINGER, RYAN	1145
V392556	3,236.13	.00	HERNANDEZ, ISABELLA	112
V392557	3,992.86	.00	JIMENEZ, ROBERT	352
V392558	3,208.25	.00	KIM, HYUN	328
V392559	3,332.15	.00	LAM, DAVID	2790
V392560	704.87	.00	LOVCHIK, MICHAEL	6
V392561	4,656.37	.00	MIKIEWICZ, SIMON	3360
V392562	1,883.38	.00	NOVOTNY, MARY	3705
V392563	6,134.53	.00	TOMSICK, MARTIN	5360
V392564	2,819.38	.00	ALCALA, BRITTANY	58
V392565	2,582.63	.00	ARIAS, KALEA	592
V392566	2,692.45	.00	BARAJAS, MAYRA	357
V392567	2,467.97	.00	BINYON, ERIC	506
V392568	5,203.26	.00	BRANDSTETTER, JAMES	629
V392569	3,624.15	.00	BUTH, CATHERINE	561
V392570	3,529.21	.00	CARPENTER, SCARLET	1663
V392571	778.88	.00	CIFUENTES MEDINA, DANNA	671
V392572	778.88	.00	CORTEZ TORRES, AMANDA	450
V392573	1,139.64	.00	DIERINGER, REGINA	1515
V392574	4,402.62	.00	ESCOBEDO, STACEY	1530
V392575	4,510.88	.00	ESQUETINI, MARIA	1536

SELECTION CRITERIA: checkhis.pay_run='NF1'
ALL CHECKS

V392576	959.43	.00	GONZALEZ, BAILEY	868
V392577	946.33	.00	MADHAE, DEEPINDER	555
V392578	3,671.47	.00	MAERKER, ELIZABETH	3017
V392579	3,825.29	.00	MCGRATH, CODY	3220
V392580	823.79	.00	MENDOZA ESPINOZA, MYA	532
V392581	763.09	.00	MONTANO, BRIANNA	816
V392582	1,024.36	.00	ONTIVEROS, STEVEN	342
V392583	2,358.83	.00	OSEJO, SOFIA	833
V392584	3,002.13	.00	PALMA CARDENAS, DIANA	3970
V392585	972.94	.00	RODRIGUEZ TZAJ, SANDY	604
V392586	1,000.38	.00	RODRIGUEZ VILLA, YARELI	205
V392587	2,226.73	.00	SAUCEDA, CATHLEEN	4645
V392588	4,676.23	.00	SHERIFF, SAMANTHA	2096
V392589	823.79	.00	SILVERIO, SAMANTHA	497
V392590	4,623.36	.00	TANIGUCHI, MELISSA	5230
V392591	820.74	.00	VELLANOWETH, KRISTINE	217
V392592	696.52	.00	WOOD, HUNTER	605
V392593	.00	.00	CHAN, KARA	795
V392594	2,477.87	.00	FIORE, KATE	1560
V392595	2,376.81	.00	FLOHRA, KARAN	516
V392596	3,586.93	.00	FOX, CHARITY	1641
V392597	723.03	.00	KUHN, MICHELLE	2730
V392598	799.99	.00	KUHN, TARI	2747
V392599	2,244.45	.00	MAERTZ, DANA	3018
V392600	3,176.08	.00	MENDIVEL, CHRISTINA	3299
V392601	2,316.33	.00	NGO, CATHERINE	3752
V392602	3,173.81	.00	PENDLETON, SUN	4080
V392603	1,994.32	.00	TENG, LING-FEI	2871
V392604	2,238.41	.00	UMLAH, AMBER	5435
V392605	1,943.66	.00	YBARRA, DELIA	529
V392606	6,626.27	.00	BATES, PATRICK	378
V392607	5,616.07	.00	BELTRAN, CHRISTINA	13
V392608	5,171.02	.00	BLACKWOOD, PHALANN	550
V392609	7,027.24	.00	BOURNE, CLIFFORD	5612
V392610	4,246.00	.00	BOYD, ROBERT	584
V392611	3,987.25	.00	BOYER, CAMERON	585
V392612	5,684.56	.00	BRAVO, ISABEL	420
V392613	5,516.55	.00	CAMPOS, LOLANI	728
V392614	4,280.16	.00	CERDA, SERGIO	240
V392615	3,703.57	.00	CHAVEZ, ALEJANDRO	182
V392616	5,403.21	.00	CHAVEZ, ANTONY	246
V392617	2,258.38	.00	CHO, YOUNGVEEN	758
V392618	5,601.02	.00	CURATOLA, ANTHONY	350
V392619	4,753.28	.00	DAVIS, JONATHAN	1083
V392620	11,850.96	.00	ESCAMILLA, MARIO	1529
V392621	5,454.08	.00	ESCOBEDO, DOMINICK	1521
V392622	4,320.73	.00	ESTRELLA, CARL JOSEPH	415
V392623	5,064.45	.00	FRANKLIN, KEVIN	1649
V392624	7,429.53	.00	GALOS, MICHAEL	1680
V392625	5,375.38	.00	GANO, KEVIN	1742
V392626	3,480.40	.00	GARCIA, JONATHAN	514
V392627	6,149.74	.00	GENTNER, GEORGE	1765
V392628	5,312.39	.00	GONZALEZ, LUIS	164
V392629	6,476.36	.00	GONZALEZ, OSCAR	1785
V392630	4,842.95	.00	HERST, RYAN	2102
V392631	4,251.08	.00	HOGAN, CHRISTIAN MICHAEL	138

SELECTION CRITERIA: checkhis.pay_run='NF1'
ALL CHECKS

V392632	7,170.34	.00	HONG, ALEX	2130
V392633	6,814.50	.00	JIMENEZ, GUSTAVO	2285
V392634	5,540.96	.00	JOHNSON, BRYAN	2300
V392635	2,218.32	.00	LEE, DAE WON	814
V392636	6,185.76	.00	LEPE, SERGIO	2901
V392637	6,006.71	.00	LIRA, JOSEPH	133
V392638	4,044.12	.00	LOPEZ, GUILLERMO	2958
V392639	6,657.13	.00	LOVETERE, JOSEPH	2962
V392640	3,369.53	.00	LUONG, AARON	577
V392641	4,813.12	.00	MARTINEZ, JESUS	117
V392642	5,084.34	.00	MEDRANO, JULIAN	3223
V392643	3,021.48	.00	MEKDARA, BOBBY	624
V392644	3,389.89	.00	MEONO, ROBIN	351
V392645	5,706.41	.00	MOELLER, SARAH	3590
V392646	4,632.48	.00	MORALES, FRANK	3489
V392647	3,227.24	.00	MORQUECHO, FERNANDO	510
V392648	5,839.68	.00	MUNOZ, OSCAR	3605
V392649	5,001.30	.00	MURILLO CASTRO, JULIAN	268
V392650	3,525.35	.00	NGUYEN, ANTHONY	258
V392651	6,314.58	.00	NYHUS, CHRISTOPHER	3808
V392652	6,469.81	.00	O'DETTE, DIRK	3823
V392653	3,739.30	.00	OH, WILLIAM	326
V392654	5,059.93	.00	OSORIO, STEVIE	573
V392655	4,981.50	.00	PADILLA, VALERIE	108
V392656	4,628.27	.00	PARRA, ANGEL	498
V392657	6,339.88	.00	PINO, RICHARD	4171
V392658	7,533.48	.00	PLUMLEE, ROGER	4180
V392659	6,596.61	.00	PROCEL, ANDY	4243
V392660	5,630.85	.00	RAMIREZ, ANGEL	4314
V392661	3,511.75	.00	RANGEL, PRISCILLA	4337
V392662	8,136.16	.00	REYES, HUGO	98
V392663	4,765.68	.00	RODRIGUEZ, CHRISTIAN	4476
V392664	7,348.02	.00	RODRIGUEZ CASTILLERO, JOSEPH	259
V392665	4,895.13	.00	SALAZAR, RYAN	4626
V392666	6,134.02	.00	SHADDOW, JON-MICHAEL	4837
V392667	5,318.47	.00	SOLIS, DANIEL	5000
V392668	2,960.59	.00	SOUSA, MATTHEW	596
V392669	4,189.97	.00	TEWELL, MELISSA	5282
V392670	6,331.12	.00	TRAN, TUYET	5424
V392671	6,179.43	.00	WILLIAMS-GIROUX, JACOB	499
V392672	7,512.58	.00	COLON, BOBBY	900
V392673	8,086.60	.00	LEE, CONNOR	2861
V392674	1,972.76	.00	MENDOZA HERNANDEZ, STEPHANIE	427
V392675	4,166.34	.00	ORTEGA, MICHAEL	104
V392676	2,047.39	.00	RAMIREZ, ARIANNA	86
V392677	5,659.15	.00	RICE, JAMES	4408
V392678	2,969.17	.00	SILVA, OSCAR	4886
V392679	2,785.07	.00	VAZQUEZ-CAMACHO, MARLENE	101
V392680	5,369.24	.00	VU, JEFFREY	5519
V392681	1,189.47	.00	BAIR, JOHN	284
V392682	1,034.26	.00	CASEY, DROUETT	771
V392683	724.28	.00	PATTON, DANA	4060
V392684	6,331.55	.00	BAILEY, JOHN	355
V392685	6,308.61	.00	BERNAL, DAVID	480
V392686	4,397.23	.00	BOUDREAU, CORY	583
V392687	2,538.11	.00	BOUDREAU, LAURA	2192

SELECTION CRITERIA: checkhis.pay_run='NF1'
ALL CHECKS

V392688	8,133.74	.00	BOYINGTON, DEVIN	594
V392689	5,249.05	.00	CARNEY, THOMAS	751
V392690	4,832.94	.00	CHRISTIANSEN, ANDREW	97
V392691	3,440.72	.00	EK, CHRISTOPHER	1477
V392692	4,336.44	.00	KALAGIAN, BRYANT	2436
V392693	2,571.43	.00	LARA, KARON	103
V392694	5,144.07	.00	LOMELI, LISBETH	4516
V392695	3,164.71	.00	LOPEZ, VANESSA	2929
V392696	5,841.21	.00	LOPEZ, WILLYVALDO	2941
V392697	6,882.33	.00	LOWE, AUSTIN	2956
V392698	3,756.80	.00	MOON, DAVID	3479
V392699	3,036.59	.00	MORALES MALDONADO, IVETT	3490
V392700	1,867.37	.00	O'DETTE, NANCY	1920
V392701	5,514.58	.00	PANTOJA, DAVID	3986
V392702	4,896.14	.00	RUBALCAVA, EFRAIN	4590
V392703	2,527.06	.00	SULLIVAN, STACEY	5160
V392704	3,298.95	.00	TREADWAY, SARA	4210
V392705	4,130.91	.00	TURNER, JERAMIAH	291
V392706	5,010.45	.00	VU, KRISTINE	63
V392707	23.70	.00	ARELLANO, PEDRO	391
V392708	24.64	.00	BROWN, ARTHUR	655
V392709	2,213.42	.00	CARDENAS, MARGARET	336
V392710	23.70	.00	DESAI, PRADIP	1121
V392711	23.70	.00	ESPINOZA, GUSTAVO	491
V392712	2,397.71	.00	IBARRA, KRISTI	88
V392713	7,175.51	.00	MIKHAEL, MINA	3359
V392714	23.70	.00	RODDEN, MARK	406
V392715	2,199.66	.00	ALMANZA, MINERVA	79
V392716	4,633.07	.00	ALQAM, NADER	71
V392717	4,397.80	.00	ARABOLU, DEEPTHI	178
V392718	3,100.91	.00	CAPISTRANO, FRANCES	74
V392719	3,200.33	.00	COLES, CARINA	77
V392720	2,962.77	.00	ESPARZA-ALMARAZ, AARON	383
V392721	2,911.81	.00	GUZMAN, HECTOR	512
V392722	1,464.79	.00	HA, ALAN	677
V392723	4,910.65	.00	LANNAN, GREGORY	2791
V392724	2,639.47	.00	LEE, HYANG SUN	430
V392725	3,594.18	.00	MILLER, JADEN	513
V392726	3,282.20	.00	TRAN, JASON	96
V392727	3,725.21	.00	WRAY, NORMAN	5725
V392728	2,635.59	.00	ZARAGOZA, EDUARDO	5788
V392729	3,452.05	.00	AUBUCHON, LAURIE	250
V392730	2,233.89	.00	GENERA, ELIZABETH	1685
V392731	4,786.81	.00	HUNT, JOSEPH	2249
V392732	1,965.81	.00	LUX, ANDREA	2972
V392733	3,231.73	.00	VENEGAS MENDEZ, JAVIER	5491
V392734	548.89	.00	AGUILAR, JUAN	861
V392735	2,897.74	.00	BACA, ANDREW	315
V392736	3,228.33	.00	BRITO, MICHAEL	642
V392737	1,072.90	.00	CASTRO, EFRAIN	641
V392738	708.13	.00	CASTRO, JOHN	540
V392739	1,405.23	.00	CISNEROS, STEVEN	855
V392740	1,027.14	.00	COLORADO, JARRETH	852
V392741	2,768.21	.00	ESCATEL-OROSCO, PEDRO	1537
V392742	1,333.91	.00	ESPINOSA, GUIDO	637
V392743	868.43	.00	GARCIA, RYAN	851

SELECTION CRITERIA: checkhis.pay_run='NF1'
ALL CHECKS

V392744	1,449.49	.00	GONZALES, DERRICK	635
V392745	2,701.25	.00	GONZALEZ, ALEJANDRO	1783
V392746	1,840.36	.00	GONZALEZ, KONRAD	587
V392747	708.13	.00	HERNANDEZ, OSBALDO	863
V392748	1,082.51	.00	HERRERA, FELIX	856
V392749	731.87	.00	LARA, PAULO	849
V392750	4,363.02	.00	LIBUNAO, NINO	2912
V392751	1,782.39	.00	LISCANO, CHRISTOPHER	850
V392752	1,488.50	.00	MARASCO, MATTHEW	289
V392753	1,487.02	.00	MORALES, LEONARDO	819
V392754	1,569.99	.00	MORENO, MARCOS	862
V392755	2,571.49	.00	MUNOZ, JOHNNY	144
V392756	1,828.61	.00	NAJERA, JESSE	3630
V392757	708.13	.00	NGUYEN, DUNG	858
V392758	708.13	.00	ORTIZ, RAYMOND	309
V392759	708.13	.00	PAPANIC, DENNIS	548
V392760	708.13	.00	PEREZ, ISAIAH	523
V392761	731.86	.00	RAMIREZ ALVAREZ, JOSE	857
V392762	3,071.70	.00	RIVERA, JOE	4450
V392763	1,405.22	.00	RODRIGUEZ, MIGUEL	589
V392764	2,266.79	.00	RODRIGUEZ, OSCAR	131
V392765	548.89	.00	SANTANA, JESUS	860
V392766	2,013.57	.00	SERNA, JUAN	4728
V392767	365.93	.00	SESSION, DIMITRIAS	859
V392768	2,534.03	.00	TORREZ, JAVIER	69
V392769	868.43	.00	VILLANUEVA, RICHARD	854
V392770	2,246.15	.00	CARRILLO, EDWARD	765
V392771	1,821.19	.00	CHAVEZ, CAESAR	544
V392772	2,646.83	.00	ELLS, ZACHARY	1500
V392773	2,551.65	.00	ENNIS, JOSEPH	262
V392774	2,067.14	.00	ESPINO, KEVIN	517
V392775	4,391.50	.00	FINCH, BARRETT	1574
V392776	3,112.55	.00	HAGAN, KEVIN	1947
V392777	3,055.43	.00	KVENBO, SCOTT	2750
V392778	2,026.08	.00	LAUTERIO, MATTHEW	533
V392779	2,515.64	.00	MARTINEZ, MARCO	215
V392780	4,737.38	.00	MCGEE, MICHAEL	9306
V392781	2,324.15	.00	MILLER, DAVID	3390
V392782	2,862.64	.00	MOJARRO, ANDREW	3082
V392783	3,735.44	.00	MOORE, FRANK	3486
V392784	1,765.40	.00	MYLLES, JOSHUA	279
V392785	1,925.40	.00	PRECIADO, CAMDEN	134
V392786	2,812.61	.00	SANCHEZ, JUAN	4617
V392787	2,344.09	.00	SPEAR, ANTHONY	5011
V392788	2,996.91	.00	STEPHENSON, MARK	5122
V392789	3,364.83	.00	TAVARES, JAMEY	5231
V392790	1,941.77	.00	ALVAREZ, CARLOS	136
V392791	1,333.87	.00	AVILA, NICHOLAS	744
V392792	2,943.55	.00	DAHL, TERRY	1084
V392793	2,812.88	.00	DOMINGUEZ, KEVIN	565
V392794	2,156.63	.00	GARCIA DEL TORO, JOSE	845
V392795	2,510.62	.00	GARCIA ORTEGA, JOSE	1636
V392796	2,325.45	.00	GRIMES, DAVID	1881
V392797	2,184.58	.00	GUZMAN, KEVIN	132
V392798	2,395.63	.00	KOSS, MICHAEL	2718
V392799	3,185.68	.00	MARTINEZ, GABRIEL	3139

SELECTION CRITERIA: checkhis.pay_run='NF1'
ALL CHECKS

V392800	2,626.62	.00	MELLADO, KIM	3289
V392801	2,837.92	.00	MERROW, MATTHEW	3316
V392802	2,366.58	.00	OTTEN, DAVID	3869
V392803	3,684.38	.00	PORTER, JEFFREY	4174
V392804	1,333.87	.00	RAMOS, NIKOLAS	815
V392805	3,528.94	.00	RODRIGUEZ, EDWARD	4479
V392806	2,189.73	.00	RUIZ, ALEJANDRO	416
V392807	1,363.77	.00	SAILIATA, RAYMOND	648
V392808	1,333.87	.00	SOLOMAN, ROBERTO	654
V392809	2,011.68	.00	TORRES, SALVADOR	234
V392810	2,393.31	.00	WELLS, ANTHONY	5610
V392811	2,814.17	.00	CAMPIZTA, ADAM	225
V392812	2,948.31	.00	DE LA CRUZ, RICARDO	558
V392813	3,553.58	.00	MACIAS, RAYMOND	2998
V392814	2,798.39	.00	WEAR, JOHN	5606
V392815	2,298.61	.00	ALARCON, ALEXANDER	485
V392816	7,122.02	.00	BOX, JAMES	576
V392817	2,231.81	.00	CHAVEZ, ARIANA	788
V392818	2,031.94	.00	CONTRERAS, SAUL	95
V392819	3,136.24	.00	HURTADO, MARIA	353
V392820	2,194.85	.00	MANCILLA, JSSICA	451
V392821	2,398.48	.00	MARTINEZ, SERENA	3147
V392822	2,164.21	.00	MOMPELLER, JUSTICE	443
V392823	1,052.31	.00	SANCHEZ, CHRISTOPHER	236
V392824	3,492.59	.00	SAUCEDA, MARK	4642
V392825	921.48	.00	ALVARADO, ADRIAN	89
V392826	600.15	.00	BAHENA, PEDRO	148
V392827	608.38	.00	BAKER, JAMISON	465
V392828	896.06	.00	BALENTI, TYLOR	846
V392829	429.96	.00	BARENG, KATHERINE	33
V392830	624.82	.00	CARBAJAL, MARCELO	848
V392831	279.02	.00	CARVENTE, GIANJAVIER	334
V392832	540.64	.00	CISNEROS, MICHELLE	812
V392833	624.82	.00	CONSTANTINE, NATALIE	837
V392834	420.81	.00	DURGIN, JAYLIND	186
V392835	558.04	.00	ESCAMILLA PATRICIO, DANIELLE	534
V392836	301.89	.00	FERNANDEZ, GISSEL	330
V392837	465.27	.00	GARCIA, MICHELE	171
V392838	242.34	.00	GONZALEZ, ISAAC	294
V392839	1,009.86	.00	GUERRA, ATHZIRI	141
V392840	960.72	.00	GUERRA, ROCCO	44
V392841	980.18	.00	GUILLEN, JAYDEN	339
V392842	771.85	.00	GUTIERREZ, MICHELLE	1925
V392843	429.96	.00	GUTIERREZ, SABRINA	847
V392844	956.12	.00	HERNANDEZ, KATE	2091
V392845	109.78	.00	HERNANDEZ-ZAMORA, JAZMIN	613
V392846	1,063.53	.00	HOLLOWAY, ELIZABETH	2185
V392847	393.37	.00	LEOS LOPEZ, EVELYN	836
V392848	457.41	.00	LEWIS, ALEC	266
V392849	632.68	.00	MAGANA, ADAM	173
V392850	748.11	.00	MOLINA, LILLY	611
V392851	573.71	.00	MORENO, ANDREW	161
V392852	616.60	.00	NGHIEM, NATALIE	249
V392853	256.15	.00	NGUYEN, KEVIN	299
V392854	698.40	.00	OCHOA, ALAN	192
V392855	76.58	.00	ONTIVEROS, IZABELLA	3864

SELECTION CRITERIA: checkhis.pay_run='NF1'
ALL CHECKS

V392856	274.44	.00	REYES, JETH	844
V392857	978.72	.00	RIVERA GOMEZ, YAMILEX	4432
V392858	347.63	.00	RODRIGUEZ, JACOB	839
V392859	604.27	.00	RODRIGUEZ, KAREN	538
V392860	439.11	.00	RODRIGUEZ, MIKAYLA	295
V392861	716.62	.00	RUIZ, LUIS	527
V392862	912.52	.00	SANCHEZ, NATHAN	504
V392863	704.42	.00	SANTANA, JOZELYN	838
V392864	365.92	.00	SCOTT, EMANY	842
V392865	448.26	.00	SHRESTHA, SALIS	610
V392866	697.43	.00	SOLTERO, JESSE	177
V392867	384.22	.00	SORIA, NOAH	5004
V392868	867.54	.00	STRICKLER, LINDA	5135
V392869	1,028.59	.00	TAPIA, ANGELICA	306
V392870	1,090.28	.00	THOMSEN, MATTHEW	194
V392871	484.85	.00	TUCKER, JOSEPHINE	843
V392872	2,807.86	.00	VAN SICKLE, MICHELLE	2076
V392873	999.67	.00	VAZQUEZ, OSCAR	152
V392874	665.92	.00	VELOZ, SABRINA	146
V392875	720.16	.00	WEBER, ISABELLA	614
V392876	118.93	.00	WONGSUPHAKPHAN, BRIANNA	337
V392877	1,071.92	.00	AGUILAR, KALVIN	23
V392878	530.59	.00	BARTOLO, BRYAN	338
V392879	699.53	.00	CABUSAO, NINA MARINELLA	729
V392880	1,358.98	.00	CARRERA ABAD, MARIA	864
V392881	1,009.86	.00	CHOATE, RACHAEL	511
V392882	898.91	.00	CORRALES, ISAAC	474
V392883	2,767.39	.00	DAVIS, TANIKKA	1082
V392884	1,334.52	.00	GRACIA, TONY	622
V392885	920.34	.00	HONG, YI	2189
V392886	684.09	.00	KENDRIX, PERRY	741
V392887	1,323.88	.00	LARIZ RUBALCAVA, CARLOS	429
V392888	940.57	.00	LIZARRAGA, ERIK	483
V392889	2,193.07	.00	LOZANO, WILFREDO	621
V392890	2,564.19	.00	MARQUEZ PINEDO, ANALISA	3118
V392891	1,222.85	.00	MEGGINSON, MARK	562
V392892	831.26	.00	MENDOZA, GISELLE	522
V392893	2,785.20	.00	NIELSEN, ROSEMARY	3760
V392894	1,087.28	.00	ORTIZ, YAHAIRA	241
V392895	377.65	.00	ROJAS, ASHLEY	473
V392896	916.35	.00	RUIZ, GIANCARLO	466
V392897	990.22	.00	SALAZAR, NICHOLAS	661
V392898	859.28	.00	SANCHEZ, MARIA	818
V392899	591.93	.00	SANDOVAL, RYAN	663
V392900	732.17	.00	SINGH, YASMINE	479
V392901	763.32	.00	SOSA, ELIANNA	341
V392902	740.19	.00	TOLEDO, ISAAC	742
V392903	357.57	.00	VEGA-MATA, PEDRO	278
V392904	684.69	.00	ZAZUETA, RYAN	267

PAYRUN TOTAL
CHECK: 435 1,199,501.54 .00

TOTAL
CHECKS: 435 1,199,501.54 .00

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF $1,203,174.01 COVERING REGULAR PAYROLL ENDING NOVEMBER 21, 2025

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: That in accordance with Section 37208 of the Government Code, the Director of Finance or his designated representative hereby certifies to the accuracy of the following demands and to the availability of funds for payment thereof.

_____
Director of Finance

SECTION 2: The claims and demands in the sum of $1,203,174.01 set forth on this 10-page register attached to this resolution and made a part hereof have been audited as required by law and are hereby allowed in the amount set forth.

PASSED AND ADOPTED this _____ day of _____ 2025 by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

ATTEST:

_____
City Clerk

I hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park held this _____ day of _____ 2025.

_____
City Clerk

CITY OF BUENA PARK
CHECK REGISTER(CONCISE)

SELECTION CRITERIA: checkhis.pay_run in ('NFT','NF2')
ALL CHECKS

PAYRUN: NFT
DATE: 11/17/2025

CHECK NUMBER	DEPOSIT AMOUNT	CHECK AMOUNT	MAN/VOID	----------EMPLOYEE----------	ID NUMBER
392905	.00	21.88		ONTIVEROS, IZABELLA	3864
PAYRUN TOTAL CHECK: 1	.00	21.88			

SELECTION CRITERIA: checkhis.pay_run in ('NFT','NF2')
ALL CHECKS

PAYRUN: NF2
DATE: 11/28/2025

CHECK NUMBER	DEPOSIT AMOUNT	CHECK AMOUNT	MAN/VOID	----------EMPLOYEE----------	ID NUMBER
392906	.00	5,351.77		CATALDO, JOHN	766
V392907	2,119.17	.00		APARICIO, LESLIE	590
V392908	939.01	.00		BOUDREAU, GRACE	730
V392909	4,548.63	.00		COPPING, SARA	951
V392910	2,483.34	.00		ENGLEBRECHT, BRIDGET	261
V392911	3,327.91	.00		FEWER, JESSICA	580
V392912	7,590.90	.00		FRANCE, AARON	1650
V392913	605.27	.00		GODBOLD, KATELIN	672
V392914	904.15	.00		LOPEZ, JESSE	606
V392915	331.79	.00		MCKINNEY, KENNETH	552
V392916	2,876.94	.00		MEDINA, YARETZA	8
V392917	1,167.26	.00		OWAKA, PASCHAL	615
V392918	908.74	.00		STRONGMAN, BENJAMIN	681
V392919	213.30	.00		TEHRANI, AIDIN	551
V392920	3,075.43	.00		CASTRO, GWENDOLYNE	503
V392921	3,474.67	.00		CERDA, JUAN	831
V392922	6,860.08	.00		FENTON, EDWARD	1564
V392923	2,605.15	.00		GONZALEZ, VANESSA	866
V392924	1,110.74	.00		HICKMAN, AISHA	665
V392925	1,961.18	.00		KERN, DONNA	2574
V392926	2,850.06	.00		PREVO, DOREKA	390
V392927	3,944.27	.00		VALDEZ, REBECCA	5490
V392928	2,303.25	.00		BUENROSTRO, PATRICIA	227
V392929	1,726.59	.00		GALLENTINE, KAILEY	486
V392930	4,270.01	.00		GARCIA, ADRIAN	1700
V392931	1,322.79	.00		GLAVIN, BARBARA	1768
V392932	2,118.22	.00		HERNANDEZ, GLORIA	2092
V392933	10,294.79	.00		HYUN, SUNG	2248
V392934	2,395.88	.00		KIM, MIN	2584
V392935	2,352.93	.00		LOVEJOY, REBEKAH	76
V392936	993.82	.00		OZAKI, GRACE	3881
V392937	3,046.83	.00		PAK, TIMOTHY	3955
V392938	2,977.11	.00		PEREZ, JESSICA	4111
V392939	2,717.92	.00		TOMASSETTI, JEEVANI	5623
V392940	2,269.38	.00		TRAN, KRYSTLE	242
V392941	3,811.21	.00		AVERELL, MARK	272
V392942	2,528.68	.00		COLES-GUZMAN, MARY	950
V392943	2,435.91	.00		KENNEDY, SEAN	111
V392944	1,031.06	.00		AHN, JOYCE	263
V392945	985.96	.00		FRANCO-HERNANDEZ, CARLOS	566
V392946	922.90	.00		HOQUE, LAMIYA	412
V392947	819.02	.00		SONNE, SUSAN	5161
V392948	777.24	.00		TRAUT, CONNOR	5399
V392949	3,056.45	.00		ALMQUIST, ANNA PATRICIA	168
V392950	2,017.11	.00		GUERRA, SARAH	1470
V392951	6,089.12	.00		JIMENEZ, ADRIA	2297
V392952	1,142.43	.00		KIRK, RALPH	384
V392953	2,158.68	.00		LOPEZ, ANGELICA	2928
V392954	2,247.96	.00		FLORES, CHRISTOPHER	464
V392955	3,420.67	.00		HOPKINS, NICHOLAS	627

SELECTION CRITERIA: checkhis.pay_run in ('NFT','NF2')
ALL CHECKS

V392956	3,121.65	.00	LESTER, ALEXANDER	2868
V392957	2,001.28	.00	MACIAS, JUDITH	2996
V392958	2,755.97	.00	MAYORQUIN, RAYMUNDO	221
V392959	2,909.82	.00	TART, ANDRE	5235
V392960	918.13	.00	TELLEZ, ALMA	667
V392961	3,090.26	.00	ALVAREZ, JOSHUA	458
V392962	1,786.20	.00	CASTANEDA, GUADALUPE	280
V392963	3,049.69	.00	CRAVENS, ROBERT	658
V392964	2,233.39	.00	DAVIS-VALENTINE, SUZANNE	1085
V392965	794.49	.00	DINH, MICHELLE	433
V392966	6,343.85	.00	FOULKES, MATTHEW	9
V392967	998.16	.00	GUZMAN, FEDERICO	1918
V392968	1,976.14	.00	LI, CELINE	832
V392969	4,139.67	.00	LUNA, HARALD	264
V392970	3,095.01	.00	MCALEESE, IAN	159
V392971	3,392.86	.00	NAVARRO, SANDRA	93
V392972	2,517.89	.00	SANTOS, RUTH	4640
V392973	49.27	.00	SCHOALES, JAMES CRAIG	4655
V392974	1,925.93	.00	TAE, RAY	5196
V392975	4,300.38	.00	THAI, LOTUS	536
V392976	2,607.42	.00	ZAPIEN, ERNESTINE	5777
V392977	47.39	.00	DAVIS, MONIQUE	386
V392978	47.39	.00	DIEP, DEBORAH	1208
V392979	47.39	.00	JUDEH, MIRVAT	389
V392980	47.39	.00	PATINO ESCALONA, HECTOR	387
V392981	3,602.13	.00	DHAUW, MELISSA	1170
V392982	2,217.38	.00	GRIFFIN, CHEKESHA	865
V392983	1,020.97	.00	MARTINEZ, RICHARD	834
V392984	3,295.63	.00	SUAREZ, SARABETH	5169
V392985	3,290.78	.00	YOON, JIWON	91
V392986	1,298.50	.00	BARR, LISA	366
V392987	2,362.39	.00	BARRAZA, TAYLOR	501
V392988	3,353.76	.00	COTA, LORRAINE	954
V392989	6,916.03	.00	DAVENPORT, JOSEPH	1094
V392990	6,397.76	.00	GEYER, BRADLEY	1692
V392991	6,783.12	.00	NGUYEN, NGHIA	3755
V392992	7,356.75	.00	NUNES, FRANK	3813
V392993	2,719.91	.00	SEMAAN, NADIA	4740
V392994	6,427.55	.00	DIERINGER, RYAN	1145
V392995	2,264.47	.00	HERNANDEZ, ISABELLA	112
V392996	4,023.02	.00	JIMENEZ, ROBERT	352
V392997	3,289.84	.00	KIM, HYUN	328
V392998	3,332.15	.00	LAM, DAVID	2790
V392999	573.35	.00	LOVCHIK, MICHAEL	6
V393000	4,066.89	.00	MIKIEWICZ, SIMON	3360
V393001	2,304.44	.00	NOVOTNY, MARY	3705
V393002	5,472.12	.00	TOMSICK, MARTIN	5360
V393003	3,106.54	.00	ALCALA, BRITTANY	58
V393004	3,470.43	.00	ARIAS, KALEA	592
V393005	2,828.08	.00	BARAJAS, MAYRA	357
V393006	2,474.17	.00	BINYON, ERIC	506
V393007	7,829.63	.00	BRANDSTETTER, JAMES	629
V393008	4,913.58	.00	BUTH, CATHERINE	561
V393009	4,313.80	.00	CARPENTER, SCARLET	1663
V393010	743.29	.00	CIFUENTES MEDINA, DANNA	671
V393011	965.68	.00	CORTEZ TORRES, AMANDA	450

SELECTION CRITERIA: checkhis.pay_run in ('NFT','NF2')
ALL CHECKS

V393012	678.10	.00	DIERINGER, REGINA	1515
V393013	3,923.28	.00	ESCOBEDO, STACEY	1530
V393014	4,797.46	.00	ESQUETINI, MARIA	1536
V393015	1,060.84	.00	GONZALEZ, BAILEY	868
V393016	968.47	.00	MADHAE, DEEPINDER	555
V393017	3,548.71	.00	MAERKER, ELIZABETH	3017
V393018	4,749.94	.00	MCGRATH, CODY	3220
V393019	814.44	.00	MENDOZA ESPINOZA, MYA	532
V393020	795.61	.00	MONTANO, BRIANNA	816
V393021	1,024.36	.00	ONTIVEROS, STEVEN	342
V393022	1,173.44	.00	OSEJO, SOFIA	833
V393023	2,552.88	.00	PALMA-RUBALCAVA, DIANA	3970
V393024	983.38	.00	RODRIGUEZ TZAJ, SANDY	604
V393025	2,338.92	.00	RODRIGUEZ VILLA, YARELI	205
V393026	2,248.37	.00	SAUCEDA, CATHLEEN	4645
V393027	4,037.32	.00	SHERIFF, SAMANTHA	2096
V393028	749.02	.00	SILVERIO, SAMANTHA	497
V393029	4,440.47	.00	TANIGUCHI, MELISSA	5230
V393030	1,006.68	.00	VELLANOWETH, KRISTINE	217
V393031	787.79	.00	WOOD, HUNTER	605
V393032	548.33	.00	CHAN, KARA	795
V393033	3,120.03	.00	FIORE, KATE	1560
V393034	2,298.98	.00	FLOHRA, KARAN	516
V393035	3,418.06	.00	FOX, CHARITY	1641
V393036	723.03	.00	KUHN, MICHELLE	2730
V393037	799.99	.00	KUHN, TARI	2747
V393038	2,450.55	.00	MAERTZ, DANA	3018
V393039	3,501.44	.00	MENDIVEL, CHRISTINA	3299
V393040	2,535.15	.00	NGO, CATHERINE	3752
V393041	3,060.64	.00	PENDLETON, SUN	4080
V393042	2,272.40	.00	TENG, LING-FEI	2871
V393043	2,374.77	.00	UMLAH, AMBER	5435
V393044	2,101.44	.00	YBARRA, DELIA	529
V393045	6,962.11	.00	BATES, PATRICK	378
V393046	4,953.98	.00	BELTRAN, CHRISTINA	13
V393047	5,833.74	.00	BLACKWOOD, PHALANN	550
V393048	5,486.04	.00	BOURNE, CLIFFORD	5612
V393049	5,027.94	.00	BOYD, ROBERT	584
V393050	8,282.36	.00	BOYER, CAMERON	585
V393051	5,078.79	.00	BRAVO, ISABEL	420
V393052	3,766.48	.00	CAMPOS, CARLOS	871
V393053	5,165.97	.00	CAMPOS, LOLANI	728
V393054	6,381.92	.00	CERDA, SERGIO	240
V393055	3,857.86	.00	CHAVEZ, ALEJANDRO	182
V393056	5,340.21	.00	CHAVEZ, ANTONY	246
V393057	2,299.69	.00	CHO, YOUNGVEEN	758
V393058	4,120.77	.00	CURATOLA, ANTHONY	350
V393059	5,357.09	.00	DAVIS, JONATHAN	1083
V393060	5,685.15	.00	ESCAMILLA, MARIO	1529
V393061	6,868.70	.00	ESCOBEDO, DOMINICK	1521
V393062	5,507.32	.00	ESTRELLA, CARL JOSEPH	415
V393063	5,309.87	.00	FRANKLIN, KEVIN	1649
V393064	8,841.37	.00	GALOS, MICHAEL	1680
V393065	5,482.05	.00	GANO, KEVIN	1742
V393066	4,090.35	.00	GARCIA, JONATHAN	514
V393067	5,035.50	.00	GENTNER, GEORGE	1765

SELECTION CRITERIA: checkhis.pay_run in ('NFT','NF2')
ALL CHECKS

V393068	5,502.85	.00	GONZALEZ, LUIS	164
V393069	5,646.87	.00	GONZALEZ, OSCAR	1785
V393070	5,291.05	.00	HERST, RYAN	2102
V393071	4,174.52	.00	HOGAN, CHRISTIAN MICHAEL	138
V393072	6,424.52	.00	HONG, ALEX	2130
V393073	6,599.65	.00	JIMENEZ, GUSTAVO	2285
V393074	5,646.86	.00	JOHNSON, BRYAN	2300
V393075	2,308.97	.00	LEE, DAE WON	814
V393076	7,014.00	.00	LEPE, SERGIO	2901
V393077	5,754.99	.00	LIRA, JOSEPH	133
V393078	5,247.46	.00	LOPEZ, GUILLERMO	2958
V393079	6,446.01	.00	LOVETERE, JOSEPH	2962
V393080	3,795.88	.00	LUCACI, KEVIN	874
V393081	4,084.17	.00	LUONG, AARON	577
V393082	4,654.80	.00	MARTINEZ, JESUS	117
V393083	4,967.52	.00	MEDRANO, JULIAN	3223
V393084	3,877.01	.00	MEKDARA, BOBBY	624
V393085	4,441.31	.00	MEONO, ROBIN	351
V393086	4,951.08	.00	MOELLER, SARAH	3590
V393087	5,949.57	.00	MORALES, FRANK	3489
V393088	4,018.22	.00	MORQUECHO, FERNANDO	510
V393089	6,363.56	.00	MUNOZ, OSCAR	3605
V393090	4,299.86	.00	MURILLO CASTRO, JULIAN	268
V393091	3,371.68	.00	NGUYEN, ANTHONY	258
V393092	6,870.71	.00	NYHUS, CHRISTOPHER	3808
V393093	6,110.63	.00	O'DETTE, DIRK	3823
V393094	3,805.75	.00	OH, WILLIAM	326
V393095	5,636.46	.00	OSORIO, STEVIE	573
V393096	5,617.16	.00	PADILLA, VALERIE	108
V393097	2,654.65	.00	PARRA, ANGEL	498
V393098	6,942.91	.00	PINO, RICHARD	4171
V393099	7,428.19	.00	PLUMLEE, ROGER	4180
V393100	7,666.20	.00	PROCEL, ANDY	4243
V393101	5,394.08	.00	RAMIREZ, ANGEL	4314
V393102	4,898.68	.00	RANGEL, PRISCILLA	4337
V393103	6,441.32	.00	REYES, HUGO	98
V393104	4,853.43	.00	RODRIGUEZ, CHRISTIAN	4476
V393105	5,374.77	.00	RODRIGUEZ CASTILLERO, JOSEPH	259
V393106	5,091.43	.00	SALAZAR, RYAN	4626
V393107	6,518.34	.00	SHADDOW, JON-MICHAEL	4837
V393108	6,061.33	.00	SOLIS, DANIEL	5000
V393109	3,244.63	.00	SOUSA, MATTHEW	596
V393110	4,227.42	.00	TEWELL, MELISSA	5282
V393111	4,280.73	.00	TRAN, TUYET	5424
V393112	3,517.71	.00	TUBBS, AUSTIN	873
V393113	4,795.77	.00	WILLIAMS-GIROUX, JACOB	499
V393114	7,648.15	.00	COLON, BOBBY	900
V393115	6,487.73	.00	LEE, CONNOR	2861
V393116	2,132.02	.00	MENDOZA HERNANDEZ, STEPHANIE	427
V393117	5,164.93	.00	ORTEGA, MICHAEL	104
V393118	2,228.04	.00	RAMIREZ, ARIANNA	86
V393119	5,655.11	.00	RICE, JAMES	4408
V393120	2,376.33	.00	SILVA, OSCAR	4886
V393121	2,217.85	.00	VAZQUEZ-CAMACHO, MARLENE	101
V393122	5,920.36	.00	VU, JEFFREY	5519
V393123	584.70	.00	BAIR, JOHN	284

SELECTION CRITERIA: checkhis.pay_run in ('NFT','NF2')
ALL CHECKS

V393124	806.97	.00	CASEY, DROUETT	771
V393125	6,331.55	.00	BAILEY, JOHN	355
V393126	5,584.41	.00	BERNAL, DAVID	480
V393127	4,397.23	.00	BOUDREAU, CORY	583
V393128	2,821.49	.00	BOUDREAU, LAURA	2192
V393129	5,613.95	.00	BOYINGTON, DEVIN	594
V393130	5,546.86	.00	CARNEY, THOMAS	751
V393131	7,433.88	.00	CHRISTIANSEN, ANDREW	97
V393132	3,440.72	.00	EK, CHRISTOPHER	1477
V393133	4,696.05	.00	KALAGIAN, BRYANT	2436
V393134	2,765.51	.00	LARA, KARON	103
V393135	3,095.67	.00	LOMELI, LISBETH	4516
V393136	3,481.15	.00	LOPEZ, VANESSA	2929
V393137	6,471.66	.00	LOPEZ, WILLYVALDO	2941
V393138	6,534.02	.00	LOWE, AUSTIN	2956
V393139	4,981.70	.00	MOON, DAVID	3479
V393140	1,810.17	.00	MORALES MALDONADO, IVETT	3490
V393141	1,867.37	.00	O'DETTE, NANCY	1920
V393142	6,740.07	.00	PANTOJA, DAVID	3986
V393143	5,193.06	.00	RUBALCAVA, EFRAIN	4590
V393144	2,527.06	.00	SULLIVAN, STACEY	5160
V393145	3,353.92	.00	TREADWAY, SARA	4210
V393146	4,624.05	.00	TURNER, JERAMIAH	291
V393147	3,932.41	.00	VU, KRISTINE	63
V393148	2,213.42	.00	CARDENAS, MARGARET	336
V393149	2,397.71	.00	IBARRA, KRISTI	88
V393150	6,859.86	.00	MIKHAEL, MINA	3359
V393151	2,199.66	.00	ALMANZA, MINERVA	79
V393152	4,652.22	.00	ALQAM, NADER	71
V393153	4,397.80	.00	ARABOLU, DEEPTHI	178
V393154	3,122.54	.00	CAPISTRANO, FRANCES	74
V393155	3,388.24	.00	COLES, CARINA	77
V393156	2,962.77	.00	ESPARZA-ALMARAZ, AARON	383
V393157	2,911.81	.00	GUZMAN, HECTOR	512
V393158	1,312.57	.00	HA, ALAN	677
V393159	2,682.28	.00	LEE, HYANG SUN	430
V393160	3,893.84	.00	MILLER, JADEN	513
V393161	3,282.20	.00	TRAN, JASON	96
V393162	3,981.03	.00	WRAY, NORMAN	5725
V393163	2,635.59	.00	ZARAGOZA, EDUARDO	5788
V393164	3,452.05	.00	AUBUCHON, LAURIE	250
V393165	2,233.89	.00	GENERA, ELIZABETH	1685
V393166	4,786.81	.00	HUNT, JOSEPH	2249
V393167	1,965.82	.00	LUX, ANDREA	2972
V393168	2,528.08	.00	VENEGAS MENDEZ, JAVIER	5491
V393169	2,518.42	.00	BACA, ANDREW	315
V393170	2,871.14	.00	BRITO, MICHAEL	642
V393171	1,327.71	.00	CASTRO, EFRAIN	641
V393172	708.13	.00	CASTRO, JOHN	540
V393173	1,333.87	.00	CISNEROS, STEVEN	855
V393174	1,027.14	.00	COLORADO, JARRETH	852
V393175	3,089.65	.00	ESCATEL-OROSCO, PEDRO	1537
V393176	1,265.28	.00	ESPINOSA, GUIDO	637
V393177	868.43	.00	GARCIA, RYAN	851
V393178	1,280.75	.00	GONZALES, DERRICK	635
V393179	2,701.25	.00	GONZALEZ, ALEJANDRO	1783

SELECTION CRITERIA: checkhis.pay_run in ('NFT','NF2')
ALL CHECKS

V393180	1,633.54	.00	GONZALEZ, KONRAD	587
V393181	708.13	.00	HERNANDEZ, OSBALDO	863
V393182	1,082.50	.00	HERRERA, FELIX	856
V393183	731.86	.00	LARA, PAULO	849
V393184	4,363.02	.00	LIBUNAO, NINO	2912
V393185	1,572.77	.00	LISCANO, CHRISTOPHER	850
V393186	1,409.79	.00	MARASCO, MATTHEW	289
V393187	1,413.76	.00	MORALES, LEONARDO	819
V393188	1,777.41	.00	MORENO, MARCOS	862
V393189	2,806.02	.00	MUNOZ, JOHNNY	144
V393190	2,007.34	.00	NAJERA, JESSE	3630
V393191	708.13	.00	NGUYEN, DUNG	858
V393192	1,333.87	.00	ORTIZ, RAYMOND	309
V393193	1,333.87	.00	PAPANIC, DENNIS	548
V393194	1,333.87	.00	PEREZ, ISAIAH	523
V393195	649.53	.00	RAMIREZ ALVAREZ, JOSE	857
V393196	3,085.98	.00	RIVERA, JOE	4450
V393197	1,333.88	.00	RODRIGUEZ, MIGUEL	589
V393198	2,011.46	.00	RODRIGUEZ, OSCAR	131
V393199	548.89	.00	SANTANA, JESUS	860
V393200	1,736.90	.00	SERNA, JUAN	4728
V393201	641.26	.00	SESSION, DIMITRIAS	859
V393202	2,796.48	.00	TORREZ, JAVIER	69
V393203	548.89	.00	VILLANUEVA, RICHARD	854
V393204	3,761.70	.00	CARRILLO, EDWARD	765
V393205	1,821.19	.00	CHAVEZ, CAESAR	544
V393206	2,732.94	.00	ELLS, ZACHARY	1500
V393207	2,136.42	.00	ENNIS, JOSEPH	262
V393208	2,034.06	.00	ESPINO, KEVIN	517
V393209	3,133.36	.00	FINCH, BARRETT	1574
V393210	3,112.55	.00	HAGAN, KEVIN	1947
V393211	3,173.19	.00	KVENBO, SCOTT	2750
V393212	2,229.16	.00	LAUTERIO, MATTHEW	533
V393213	3,176.37	.00	MARTINEZ, MARCO	215
V393214	4,737.38	.00	MCGEE, MICHAEL	9306
V393215	3,434.07	.00	MILLER, DAVID	3390
V393216	2,982.01	.00	MOJARRO, ANDREW	3082
V393217	3,735.44	.00	MOORE, FRANK	3486
V393218	1,962.24	.00	MYLLES, JOSHUA	279
V393219	1,925.40	.00	PRECIADO, CAMDEN	134
V393220	2,591.79	.00	SANCHEZ, JUAN	4617
V393221	2,344.09	.00	SPEAR, ANTHONY	5011
V393222	3,520.69	.00	STEPHENSON, MARK	5122
V393223	2,760.70	.00	TAVARES, JAMEY	5231
V393224	1,941.77	.00	ALVAREZ, CARLOS	136
V393225	1,027.14	.00	AVILA, NICHOLAS	744
V393226	2,506.95	.00	DAHL, TERRY	1084
V393227	2,350.28	.00	DOMINGUEZ, KEVIN	565
V393228	1,985.80	.00	GARCIA DEL TORO, JOSE	845
V393229	2,510.62	.00	GARCIA ORTEGA, JOSE	1636
V393230	2,347.48	.00	GRIMES, DAVID	1881
V393231	2,203.76	.00	GUZMAN, KEVIN	132
V393232	2,395.63	.00	KOSS, MICHAEL	2718
V393233	3,712.46	.00	MARTINEZ, GABRIEL	3139
V393234	2,370.81	.00	MELLADO, KIM	3289
V393235	2,837.92	.00	MERROW, MATTHEW	3316

SELECTION CRITERIA: checkhis.pay_run in ('NFT','NF2')
ALL CHECKS

V393236	2,366.59	.00	OTTEN, DAVID	3869
V393237	5,367.83	.00	PORTER, JEFFREY	4174
V393238	1,181.38	.00	RAMOS, NIKOLAS	815
V393239	3,144.20	.00	RODRIGUEZ, EDWARD	4479
V393240	2,137.61	.00	RUIZ, ALEJANDRO	416
V393241	1,203.10	.00	SAILIATA, RAYMOND	648
V393242	1,181.38	.00	SOLOMAN, ROBERTO	654
V393243	2,011.68	.00	TORRES, SALVADOR	234
V393244	2,393.31	.00	WELLS, ANTHONY	5610
V393245	2,814.16	.00	CAMPIZTA, ADAM	225
V393246	2,948.31	.00	DE LA CRUZ, RICARDO	558
V393247	1,156.89	.00	GOMEZ, JASON	869
V393248	3,553.58	.00	MACIAS, RAYMOND	2998
V393249	2,798.39	.00	WEAR, JOHN	5606
V393250	2,298.61	.00	ALARCON, ALEXANDER	485
V393251	7,122.02	.00	BOX, JAMES	576
V393252	2,231.81	.00	CHAVEZ, ARIANA	788
V393253	2,031.94	.00	CONTRERAS, SAUL	95
V393254	12.70	.00	DE LA LUZ, ALICIA	408
V393255	3,136.24	.00	HURTADO, MARIA	353
V393256	2,160.25	.00	MANCILLA, JSSICA	451
V393257	23.70	.00	MARTINEZ, JUANITA	421
V393258	2,398.48	.00	MARTINEZ, SERENA	3147
V393259	2,164.21	.00	MOMPELLER, JUSTICE	443
V393260	23.70	.00	NEVAREZ, VERONICA	588
V393261	802.05	.00	SANCHEZ, CHRISTOPHER	236
V393262	3,492.59	.00	SAUCEDA, MARK	4642
V393263	8.70	.00	WALKER, SHARENA	524
V393264	23.70	.00	YUN, HYEWON	432
V393265	950.24	.00	ALVARADO, ADRIAN	89
V393266	375.07	.00	BAHENA, PEDRO	148
V393267	649.47	.00	BAKER, JAMISON	465
V393268	274.44	.00	BALENTI, TYLOR	846
V393269	338.48	.00	BARENG, KATHERINE	33
V393270	329.33	.00	CARBAJAL, MARCELO	848
V393271	192.11	.00	CARVENTE, GIANJAVIER	334
V393272	843.78	.00	CISNEROS, MICHELLE	812
V393273	182.96	.00	CONSTANTINE, NATALIE	837
V393274	384.22	.00	DURGIN, JAYLIND	186
V393275	118.93	.00	ESCAMILLA PATRICIO, DANIELLE	534
V393276	18.30	.00	FERNANDEZ, GISSEL	330
V393277	504.05	.00	GARCIA, MICHELE	171
V393278	305.34	.00	GONZALEZ, ISAAC	294
V393279	766.61	.00	GUERRA, ATHZIRI	141
V393280	833.31	.00	GUERRA, ROCCO	44
V393281	416.24	.00	GUILLEN, JAYDEN	339
V393282	992.53	.00	GUTIERREZ, MICHELLE	1925
V393283	54.89	.00	GUTIERREZ, SABRINA	847
V393284	693.96	.00	HERNANDEZ, KATE	2091
V393285	375.07	.00	HERNANDEZ-ZAMORA, JAZMIN	613
V393286	540.64	.00	HOLLOWAY, ELIZABETH	2185
V393287	237.85	.00	LEOS LOPEZ, EVELYN	836
V393288	274.44	.00	LEWIS, ALEC	266
V393289	382.89	.00	MAGANA, ADAM	173
V393290	567.18	.00	MOLINA, LILLY	611
V393291	811.26	.00	MORENO, ANDREW	161

SELECTION CRITERIA: checkhis.pay_run in ('NFT','NF2')
ALL CHECKS

V393292	624.82	.00	NGHIEM, NATALIE	249
V393293	375.07	.00	OCHOA, ALAN	192
V393294	73.18	.00	REYES, JETH	844
V393295	667.09	.00	RIVERA GOMEZ, YAMILEX	4432
V393296	274.44	.00	RODRIGUEZ, JACOB	839
V393297	641.26	.00	RODRIGUEZ, KAREN	538
V393298	132.65	.00	RODRIGUEZ, MIKAYLA	295
V393299	780.31	.00	RUIZ, LUIS	527
V393300	292.74	.00	SANCHEZ, NATHAN	504
V393301	466.55	.00	SANTANA, JOZELYN	838
V393302	228.70	.00	SCOTT, EMANY	842
V393303	512.29	.00	SHRESTHA, SALIS	610
V393304	533.14	.00	SOLTERO, JESSE	177
V393305	356.78	.00	SORIA, NOAH	5004
V393306	722.04	.00	STRICKLER, LINDA	5135
V393307	583.54	.00	TAPIA, ANGELICA	306
V393308	935.20	.00	THOMSEN, MATTHEW	194
V393309	210.41	.00	TUCKER, JOSEPHINE	843
V393310	2,807.86	.00	VAN SICKLE, MICHELLE	2076
V393311	502.84	.00	VAZQUEZ, OSCAR	152
V393312	624.82	.00	VELOZ, SABRINA	146
V393313	512.29	.00	WEBER, ISABELLA	614
V393314	73.18	.00	WONGSUPHAKPHAN, BRIANNA	337
V393315	811.32	.00	AGUILAR, KALVIN	23
V393316	429.96	.00	BARTOLO, BRYAN	338
V393317	525.12	.00	CABUSAO, NINA MARINELLA	729
V393318	831.02	.00	CARRERA ABAD, MARIA	864
V393319	881.63	.00	CHOATE, RACHAEL	511
V393320	804.81	.00	CORRALES, ISAAC	474
V393321	2,767.39	.00	DAVIS, TANIKKA	1082
V393322	1,334.52	.00	GRACIA, TONY	622
V393323	755.50	.00	HONG, YI	2189
V393324	375.07	.00	KENDRIX, PERRY	741
V393325	1,175.34	.00	LARIZ RUBALCAVA, CARLOS	429
V393326	641.26	.00	LIZARRAGA, ERIK	483
V393327	2,193.07	.00	LOZANO, WILFREDO	621
V393328	2,564.19	.00	MARQUEZ PINEDO, ANALISA	3118
V393329	1,222.85	.00	MEGGINSON, MARK	562
V393330	720.86	.00	MENDOZA, GISELLE	522
V393331	2,785.20	.00	NIELSEN, ROSEMARY	3760
V393332	737.85	.00	ORTIZ, YAHAIRA	241
V393333	726.18	.00	ROJAS, ASHLEY	473
V393334	654.99	.00	RUIZ, GIANCARLO	466
V393335	670.03	.00	SALAZAR, NICHOLAS	661
V393336	760.25	.00	SANCHEZ, MARIA	818
V393337	503.15	.00	SANDOVAL, RYAN	663
V393338	724.16	.00	SINGH, YASMINE	479
V393339	737.85	.00	SOSA, ELIANNA	341
V393340	708.13	.00	TOLEDO, ISAAC	742
V393341	256.15	.00	VEGA-MATA, PEDRO	278
V393342	358.65	.00	ZAZUETA, RYAN	267

PAYRUN TOTAL
CHECK: 437 1,197,800.36 5,351.77

TOTAL

SELECTION CRITERIA: checkhis.pay_run in ('NFT','NF2')
ALL CHECKS

CHECKS:	438	1,197,800.36	5,373.65

December 9, 2025
CONSENT CALENDAR
Item No. 5C.

City Council Agenda Report

TREASURER'S REPORT FOR THE MONTH OF OCTOBER 2025

PREPARED BY	PRESENTED BY
Sung Hyun, Director of Finance	Sung Hyun, Director of Finance
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Sung Hyun, Director of Finance	Aaron France, City Manager

RECOMMENDED ACTION

Receive and file the reports.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

The City of Buena Park's Investment Policy adopted by the City Council on February 25, 2025, requires the City Treasurer to submit a detailed investment report to the City Council. Attached for review are the Treasurer's Investment Reports for the month of October 2025. All of the investments listed meet the requirements of both the Government Code and the City Investment Policy.

BUDGET IMPACT

None.

Attachments

Treasurers Report Att1of4.pdf
Treasurers Report Att2of4.pdf
Treasurers Report Att3of4.pdf
Treasurers Report Att4of4.pdf

CITY OF BUENA PARK
Treasurer's Report of Monies on Deposit
Period Ending October 31, 2025

DESCRIPTION	City Book Balance	RDA Bond Proceeds Series B	Total
Union Bank - City Checking Account	4,299,540.17	-	4,299,540.17
Union Bank - Outstanding checks	(198,750.55)	-	(198,750.55)
Union Bank - Outstanding deposits	395,951.93	-	395,951.93
	4,496,741.55	-	4,496,741.55
Local Agency Investment Fund	24,064,126.89	-	24,064,126.89
Governmental Agency Securities	19,997,790.55	-	19,997,790.55
CMBS	9,697,890.64	-	9,697,890.64
Money Market Mutual	1,561,532.91	1,381,808.83	2,943,341.74
Supranational	3,383,135.00	-	3,383,135.00
Corporate	27,369,807.85	-	27,369,807.85
U S Treasury	46,366,763.70	-	46,366,763.70
Payables/Receivable	2,233.09	-	2,233.09
	132,443,280.63	1,381,808.83	133,825,089.46
Total	136,940,022.18	1,381,808.83	138,321,831.01

Fund Description	Cash Balance
11 - General Fund	47,890,793.70
12 - Economic Development Fund	12,181,488.92
13 - Measure R	7,464,777.27
17 - Opioid Settlement Fund	689,979.65
18 - Local Law Enforcement Fund	74,024.41
20 - Asset Forfeiture Fund	700,122.63
21 - Capital Project Fund	(26,336.79)
22 - Prop 172 PD Augment Fund	75,263.00
23 - State Law Enf Supp Fund	155,550.41
24 - State Gas Tax Fund	8,782,725.28
25 - Measure M2	2,525,058.49
28 - HOME Deferred Loan Fund	1,025,514.33
29 - Economic Development Fund (CDBG)	114,153.09
30 - State OCATT Fund	(95,674.44)
31 - Calhome Program	1,521,688.64
32 - Park In-Lieu Fund	-
33 - Traffic Congestion Relief Fund	113,622.93
40 - AB 2766 (AQMD) Fund	521,696.71
52 - Water Enterprise Fund	33,401,980.31
53 - Wastewater Enterprise Fund	(733,608.75)
54 - Water Impact Fund	8,138.62
55 - Sewer Impact Fund	7,344.23
62 - Workers' Comp Self-Ins Fund	4,776,650.30
63 - Public Liab Self-Ins Fund	222,625.98
65 - Accrued Leave Fund	464,800.75
71 - Equip Maint & Replacement Fund	7,979,392.41
73 - Payroll Revolving Fund	-
74 - Management Info Systems Fund	1,990,226.69
77 - Gov't Buildings Maintenance Fund	244,241.26
96 - Tourism & Marketing Dist	189,547.84
97 - Successor Fund to RDA	4,660,276.40
98 - Housing Successor Fund	1,395,766.74
	-
Total Cash	138,321,831.01

* All investments are made in accordance with the City's adopted investment policy.
* The City has sufficient resources to meet expenditures for the next six (6) months.

PORTFOLIO SUMMARY

City of Buena Park Core | Account #405 | As of October 31, 2025

Portfolio Characteristics

Average Modified Duration	2.06
Average Coupon	3.55%
Average Purchase YTM	3.99%
Average Market YTM	3.81%
Average Credit Quality*	AA
Average Final Maturity	2.28
Average Life	2.24

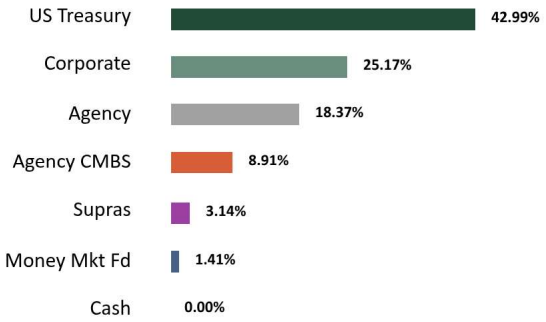
Account Summary

	End Values as of 09/30/2025	End Values as of 10/31/2025
Market Value	110,132,162.34	110,439,886.67
Accrued Interest	785,095.27	867,506.27
Total Market Value	**110,917,257.61**	**111,307,392.94**
Income Earned	446,067.86	363,905.28
Cont/WD	0.00	0.00
Par	110,161,570.20	110,393,766.00
Book Value	109,312,775.58	109,584,017.70
Cost Value	108,135,356.38	108,379,153.74

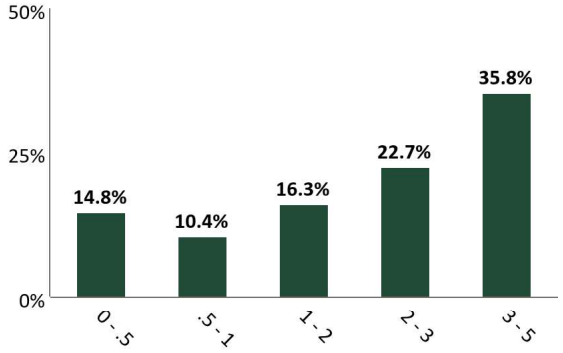
Top Issuers

United States	42.99%
Farm Credit System	10.31%
FHLMC	8.91%
Federal Home Loan Banks	7.06%
Inter-American Development Bank	1.79%
Federated Hermes, Inc.	1.41%
Blackrock, Inc.	1.37%
American Express Company	1.37%

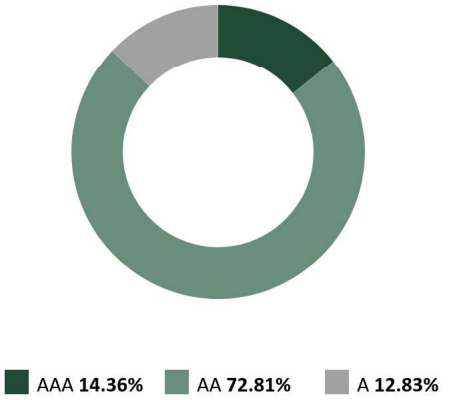
Sector Allocation



Maturity Distribution



Credit Quality*



Performance Review

Total Rate of Return**	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (01/01/06)
City of Buena Park Core	0.36%	1.61%	4.90%	5.34%	5.77%	4.94%	1.78%	1.98%	2.47%
Benchmark Return	0.37%	1.57%	4.67%	5.11%	5.55%	4.68%	1.61%	1.82%	2.29%

*The average credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.
**Periods over 1 year are annualized.
Benchmark: ICE BofA 0-5 Year US Treasury Index

STATEMENT OF COMPLIANCE

City of Buena Park Core | Account #405 | As of October 31, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE SECURITIES (CMOS)				
Max % (MV)	100.0	8.9	Compliant	
Max % Issuer (MV; Agencies & Agency CMOs)	30.0	10.3	Compliant	
Max Maturity (Years)	5.0	4.4	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV; Non Agency ABS & MBS)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
BANKERS' ACCEPTANCES				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	180	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
COLLATERALIZED BANK DEPOSITS				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COLLATERALIZED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	270	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	30.0	25.2	Compliant	
Max % Issuer (MV)	5.0	1.4	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	

STATEMENT OF COMPLIANCE

City of Buena Park Core | Account #405 | As of October 31, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/ TD)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
FEDERAL AGENCIES				
Max % (MV)	100.0	18.4	Compliant	
Max % Issuer (MV; Agencies & Agency CMOs)	30.0	10.3	Compliant	
Max Callables (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5	3	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max % (MV)	35.0	0.0	Compliant	
Max Concentration (MV)	75.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	20.0	1.4	Compliant	
Max % Issuer (MV)	20.0	1.4	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
MORTGAGE-BACKED SECURITIES (NON-AGENCY)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, LOCAL AGENCY)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, OTHER STATES)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUTUAL FUNDS				
Max % (MV)	20.0	0.0	Compliant	

STATEMENT OF COMPLIANCE

City of Buena Park Core | Account #405 | As of October 31, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
Max % Issuer (MV)	10.0	0.0	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1 if > FDIC Limit)	0.0	0.0	Compliant	
REPURCHASE AGREEMENTS				
Max % (MV)	15.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	30.0	0.0	Compliant	
SUPRANATIONAL OBLIGATIONS				
Max % (MV)	30.0	3.1	Compliant	
Max % Issuer (MV)	10.0	1.8	Compliant	
Max Maturity (Years)	5	2	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	43.0	Compliant	
Max % Issuer (BV)	100.0	43.2	Compliant	
Max Maturity (Years)	5	4	Compliant	

RECONCILIATION SUMMARY

City of Buena Park Core | Account #405 | As of October 31, 2025

Maturities / Calls

Month to Date	**(1,000,000.00)**
Fiscal Year to Date	**(7,800,000.00)**

Principal Paydowns

Month to Date	**0.00**
Fiscal Year to Date	**0.00**

Purchases

Month to Date	**1,242,447.97**
Fiscal Year to Date	**16,810,339.54**

Sales

Month to Date	**(1,502,039.57)**
Fiscal Year to Date	**(7,792,586.53)**

Interest Received

Month to Date	**242,447.97**
Fiscal Year to Date	**1,267,182.35**

Purchased / Sold Interest

Month to Date	**0.00**
Fiscal Year to Date	**(16,781.41)**

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Book Value	109,312,775.58	108,208,077.94
Maturities/Calls	(1,000,000.00)	(7,800,000.00)
Principal Paydowns	0.00	0.00
Purchases	1,242,447.97	16,810,339.54
Sales	(1,502,039.57)	(7,792,586.53)
Change in Cash, Payables, Receivables	1,491,787.40	(937.47)
Amortization/Accretion	39,046.31	159,124.21
Realized Gain (Loss)	0.00	0.00
Ending Book Value	109,584,017.70	109,584,017.70

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Market Value	110,132,162.34	108,723,158.16
Maturities/Calls	(1,000,000.00)	(7,800,000.00)
Principal Paydowns	0.00	0.00
Purchases	1,242,447.97	16,810,339.54
Sales	(1,502,039.57)	(7,792,586.53)
Change in Cash, Payables, Receivables	1,491,787.40	(937.47)
Amortization/Accretion	39,046.31	159,124.21
Change in Net Unrealized Gain (Loss)	36,482.22	340,788.76
Realized Gain (Loss)	0.00	0.00
Ending Market Value	110,439,886.67	110,439,886.67

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
AGENCY									
3135G06G3	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 11/07/2025	1,100,000.00	11/18/2020 0.52%	1,099,021.00 1,099,996.76	99.96 4.11%	1,099,557.80 2,658.33	1.00% (438.96)	Aa1/AA+ AA+	0.02 0.01
3130ATUC9	FEDERAL HOME LOAN BANKS 4.5 12/12/2025	895,000.00	05/31/2023 4.31%	899,072.25 895,180.50	100.01 4.37%	895,052.81 15,550.63	0.81% (127.69)	Aa1/AA+ AA+	0.11 0.11
3133EPLC7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 02/26/2026	2,000,000.00	06/07/2023 4.37%	1,987,746.00 1,998,557.63	100.04 3.97%	2,000,786.00 14,895.83	1.81% 2,228.37	Aa1/AA+ AA+	0.32 0.31
3130AUU36	FEDERAL HOME LOAN BANKS 4.125 03/13/2026	1,000,000.00	03/16/2023 4.23%	997,070.00 999,645.82	100.13 3.74%	1,001,289.00 5,500.00	0.91% 1,643.18	Aa1/AA+ AA+	0.36 0.36
3133EPHH1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.0 04/28/2026	2,000,000.00	05/09/2023 3.90%	2,005,460.00 2,000,896.57	100.06 3.86%	2,001,284.00 666.67	1.81% 387.43	Aa1/AA+ AA+	0.49 0.48
3130AWLZ1	FEDERAL HOME LOAN BANKS 4.75 06/12/2026	1,000,000.00	08/24/2023 4.82%	998,180.00 999,601.71	100.58 3.77%	1,005,776.00 18,340.28	0.91% 6,174.29	Aa1/AA+ AA+	0.61 0.59
3133EPZY4	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026	1,000,000.00	10/31/2023 5.06%	998,600.00 999,621.36	100.81 3.88%	1,008,069.00 12,638.89	0.91% 8,447.64	Aa1/AA+ AA+	0.74 0.72
3130B1EF0	FEDERAL HOME LOAN BANKS 4.625 06/11/2027	2,000,000.00	07/22/2024 4.35%	2,014,366.00 2,008,008.40	101.31 3.77%	2,026,200.00 35,972.22	1.83% 18,191.60	Aa1/AA+ AA+	1.61 1.51
3130AWTR1	FEDERAL HOME LOAN BANKS 4.375 09/08/2028	1,600,000.00	09/11/2023 4.50%	1,591,334.40 1,595,046.87	102.04 3.61%	1,632,654.40 10,305.56	1.48% 37,607.53	Aa1/AA+ AA+	2.86 2.65
3133EPC45	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.625 11/13/2028	2,500,000.00	11/14/2023 4.73%	2,488,100.00 2,492,775.23	102.60 3.71%	2,565,087.50 53,958.33	2.32% 72,312.27	Aa1/AA+ AA+	3.04 2.75
3133EPW84	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.875 01/18/2029	2,000,000.00	01/29/2024 4.05%	1,984,380.00 1,989,890.92	100.86 3.59%	2,017,106.00 22,173.61	1.83% 27,215.08	Aa1/AA+ AA+	3.22 2.96
3133ERAK7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 04/10/2029	1,750,000.00	04/10/2024 4.66%	1,727,792.50 1,734,682.80	102.34 3.64%	1,791,009.50 4,466.15	1.62% 56,326.70	Aa1/AA+ AA+	3.44 3.16
3130B1BC0	FEDERAL HOME LOAN BANKS 4.625 06/08/2029	1,200,000.00	06/11/2024 4.50%	1,206,668.40 1,204,812.81	103.26 3.65%	1,239,100.80 22,045.83	1.12% 34,287.99	Aa1/AA+ AA+	3.60 3.24
Total Agency		**20,045,000.00**	**4.22%**	**19,997,790.55** **20,018,717.38**	**101.20** **3.79%**	**20,282,972.81** **219,172.33**	**18.37%** **264,255.43**		**1.79** **1.65**
AGENCY CMBS									

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
3137FBBX3	FHMS K-068 A2 3.244 08/25/2027	1,000,000.00	01/29/2024 4.42%	961,171.88 980,616.32	98.85 3.83%	988,452.00 2,703.33	0.90% 7,835.68	Aaa/AA+ AA+	1.82 1.67
3137FJKE8	FHMS K-082 A2 3.92 09/25/2028	1,250,000.00	06/10/2025 4.27%	1,234,960.94 1,236,764.09	99.98 3.86%	1,249,687.50 4,083.33	1.13% 12,923.41	Aa1/AA+ AAA	2.90 2.63
3137FJZ93	FHMS K-084 A2 3.78 10/25/2028	1,000,000.00	12/09/2024 4.34%	979,062.50 983,946.41	99.58 3.87%	995,794.00 3,150.00	0.90% 11,847.59	Aaa/AA+ AA+	2.99 2.72
3137FKZZ2	FHMS K-088 A2 3.69 01/25/2029	1,000,000.00	04/17/2025 4.21%	981,015.63 983,717.63	99.28 3.88%	992,834.00 3,075.00	0.90% 9,116.37	Aaa/AA+ AA+	3.24 2.92
3137FLN91	FHMS K-091 A2 3.505 03/25/2029	1,000,000.00	09/11/2025 3.75%	990,820.31 991,154.91	98.84 3.84%	988,376.00 2,920.83	0.89% (2,778.91)	Aa1/AAA AA+	3.40 3.05
3137FLYV0	FHMS K-092 A2 3.298 04/25/2029	1,000,000.00	09/17/2024 3.74%	980,625.00 985,392.61	98.23 3.81%	982,295.00 2,748.33	0.89% (3,097.61)	Aa1/AA+ AAA	3.48 3.17
3137H9D71	FHMS K-750 A2 3.0 09/25/2029	1,000,000.00	10/30/2024 4.49%	939,101.56 951,613.04	96.75 3.97%	967,517.00 2,500.00	0.88% 15,903.96	Aa1/AA+ AAA	3.90 3.25
3137FRUT6	FHMS K-106 A2 2.069 01/25/2030	1,250,000.00	06/10/2025 4.35%	1,132,421.88 1,142,390.92	92.70 3.96%	1,158,708.75 2,155.21	1.05% 16,317.83	Aa1/AA+ AAA	4.24 3.94
3137HA4B9	FHMS K-751 A2 4.412 03/25/2030	1,500,000.00	03/26/2025 4.40%	1,498,710.94 1,498,865.25	101.41 3.99%	1,521,141.00 5,515.00	1.38% 22,275.75	Aaa/AA+ AA+	4.40 3.64
Total Agency CMBS		**10,000,000.00**	**4.23%**	**9,697,890.64** **9,754,461.20**	**98.51** **3.90%**	**9,844,805.25** **28,851.04**	**8.91%** **90,344.05**		**3.43** **3.04**
CASH									
CCYUSD	Receivable	2,233.09	--	2,233.09 2,233.09	1.00 0.00%	2,233.09 0.00	0.00% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**2,233.09**		**2,233.09** **2,233.09**	**1.00** **0.00%**	**2,233.09** **0.00**	**0.00%** **0.00**		**0.00** **0.00**
CORPORATE									
89236TKK0	TOYOTA MOTOR CREDIT CORP 5.4 11/10/2025	1,000,000.00	11/08/2022 5.36%	1,000,960.00 1,000,007.88	100.02 4.13%	1,000,225.00 25,650.00	0.91% 217.12	A1/A+ A+	0.03 0.02
00440EAV9	CHUBB INA HOLDINGS LLC 3.35 05/03/2026	1,000,000.00	03/16/2023 4.64%	962,870.00 994,039.66	99.68 4.00%	996,818.00 16,563.89	0.90% 2,778.34	A2/A A	0.50 0.49
06428CAA2	BANK OF AMERICA NA 5.526 08/18/2026	1,000,000.00	08/24/2023 5.47%	1,001,440.00 1,000,353.52	101.10 4.09%	1,010,989.00 11,205.50	0.92% 10,635.48	Aa2/A+ AA	0.80 0.68
61690U7W4	MORGAN STANLEY BANK NA 5.882 10/30/2026	1,000,000.00	10/31/2023 5.91%	999,160.00 999,721.02	101.72 4.09%	1,017,207.00 163.39	0.92% 17,485.98	Aa3/A+ AA-	1.00 0.88

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
09247XAN1	BLACKROCK FINANCE INC 3.2 03/15/2027	750,000.00	06/03/2022 3.36%	744,562.50 748,442.41	99.19 3.81%	743,952.00 3,066.67	0.67% (4,490.41)	Aa3/AA- NA	1.37 1.32
084664CZ2	BERKSHIRE HATHAWAY FINANCE CORP 2.3 03/15/2027	500,000.00	03/14/2022 2.73%	489,930.00 497,246.61	98.01 3.80%	490,061.00 1,469.44	0.44% (7,185.61)	Aa2/AA A+	1.37 1.32
857477CL5	STATE STREET CORP 4.993 03/18/2027	1,000,000.00	03/19/2024 5.00%	999,860.00 999,935.64	101.41 3.92%	1,014,139.00 5,963.86	0.92% 14,203.36	Aa3/A AA-	1.38 1.24
023135CF1	AMAZON.COM INC 3.3 04/13/2027	500,000.00	06/09/2022 3.59%	493,600.00 498,085.44	99.28 3.82%	496,398.50 825.00	0.45% (1,686.94)	A1/AA AA-	1.45 1.39
665859AW4	NORTHERN TRUST CORP 4.0 05/10/2027	750,000.00	06/29/2022 3.91%	752,805.00 750,844.40	100.12 3.92%	750,907.50 14,250.00	0.68% 63.10	A2/A+ A+	1.52 1.36
931142EX7	WALMART INC 3.95 09/09/2027	750,000.00	09/08/2022 3.92%	751,140.00 750,410.96	100.40 3.72%	753,030.00 4,279.17	0.68% 2,619.04	Aa2/AA AA	1.86 1.68
91324PDE9	UNITEDHEALTH GROUP INC 2.95 10/15/2027	750,000.00	12/28/2022 4.66%	695,400.00 727,754.40	98.25 3.89%	736,896.00 983.33	0.67% 9,141.60	A2/A+ A	1.96 1.87
037833DK3	APPLE INC 3.0 11/13/2027	1,000,000.00	01/27/2023 4.12%	951,990.00 979,608.80	98.70 3.67%	987,041.00 14,000.00	0.89% 7,432.20	Aaa/AA+ NA	2.04 1.92
69371RS31	PACCAR FINANCIAL CORP 4.6 01/10/2028	500,000.00	01/27/2023 4.30%	506,670.00 502,956.23	101.52 3.87%	507,592.00 7,091.67	0.46% 4,635.77	A1/A+ NA	2.19 2.04
713448FL7	PEPSICO INC 3.6 02/18/2028	1,000,000.00	03/16/2023 4.29%	969,840.00 985,910.78	99.54 3.81%	995,407.00 7,300.00	0.90% 9,496.22	A1/A+ NA	2.30 2.16
57636QAW4	MASTERCARD INC 4.875 03/09/2028	1,000,000.00	03/16/2023 4.53%	1,015,050.00 1,006,990.21	102.17 3.90%	1,021,715.00 7,041.67	0.93% 14,724.79	Aa3/A+ NA	2.36 2.12
90331HPS6	US BANK NA 4.73 05/15/2028	1,250,000.00	05/12/2025 4.86%	1,250,475.00 1,250,399.25	100.86 4.46%	1,260,766.25 27,263.19	1.14% 10,367.00	A2/A+ A+	2.54 1.43
58933YBH7	MERCK & CO INC 4.05 05/17/2028	1,000,000.00	05/09/2023 4.07%	999,240.00 999,613.97	100.51 3.84%	1,005,056.00 18,450.00	0.91% 5,442.03	Aa3/A+ NA	2.54 2.28
24422EXB0	JOHN DEERE CAPITAL CORP 4.95 07/14/2028	535,000.00	07/11/2023 4.98%	534,202.85 534,569.79	102.68 3.89%	549,332.12 7,871.19	0.50% 14,762.32	A1/A A+	2.70 2.48
756109CW2	REALTY INCOME CORP 3.95 02/01/2029	1,500,000.00	09/29/2025 4.09%	1,493,835.00 1,493,967.03	99.50 4.12%	1,492,534.50 4,114.58	1.35% (1,432.53)	A3/A- NA	3.25 3.00
532457CK2	ELI LILLY AND CO 4.5 02/09/2029	1,250,000.00	02/12/2024 4.54%	1,247,675.00 1,248,473.82	101.68 3.95%	1,270,990.00 12,812.50	1.15% 22,516.18	Aa3/A+ NA	3.28 2.92
17275RBR2	CISCO SYSTEMS INC 4.85 02/26/2029	1,250,000.00	02/28/2024 4.81%	1,252,025.00 1,251,335.69	102.49 4.04%	1,281,083.75 10,946.18	1.16% 29,748.06	A1/AA- NA	3.32 2.95
14913UAJ9	CATERPILLAR FINANCIAL SERVICES CORP 4.85 02/27/2029	1,250,000.00	05/16/2024 4.81%	1,251,912.50 1,251,331.29	102.78 3.95%	1,284,756.25 10,777.78	1.16% 33,424.96	A2/A A+	3.33 3.02

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
09290DAA9	BLACKROCK INC 4.7 03/14/2029	750,000.00	07/22/2024 4.65%	751,597.50 751,150.93	102.22 3.99%	766,622.25 4,602.08	0.69% 15,471.32	Aa3/AA- NA	3.37 3.00
24422EXT1	JOHN DEERE CAPITAL CORP 4.85 06/11/2029	750,000.00	06/11/2024 5.01%	744,682.50 746,159.75	102.78 4.01%	770,823.75 14,145.83	0.70% 24,664.00	A1/A A+	3.61 3.23
437076DC3	HOME DEPOT INC 4.75 06/25/2029	1,250,000.00	06/24/2024 4.81%	1,246,925.00 1,247,756.90	102.39 4.04%	1,279,930.00 20,781.25	1.16% 32,173.10	A2/A A	3.65 3.20
025816EJ4	AMERICAN EXPRESS CO 4.351 07/20/2029	1,500,000.00	07/22/2025 4.32%	1,501,260.00 1,501,145.66	100.61 4.31%	1,509,111.00 17,404.00	1.37% 7,965.34	A2/A- A	3.72 2.51
46647PEB8	JPMORGAN CHASE & CO 5.012 01/23/2030	750,000.00	03/26/2025 4.75%	756,720.00 755,667.30	102.43 4.46%	768,235.50 10,232.83	0.70% 12,568.20	A1/A AA-	4.23 2.92
63743HFX5	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.95 02/07/2030	1,000,000.00	02/07/2025 4.92%	1,001,400.00 1,001,193.75	102.92 4.19%	1,029,172.00 11,550.00	0.93% 27,978.25	A2/NA A	4.27 3.71
194162AT0	COLGATE-PALMOLIVE CO 4.2 05/01/2030	1,000,000.00	05/01/2025 4.14%	1,002,580.00 1,002,316.97	100.91 3.98%	1,009,066.00 20,883.33	0.91% 6,749.03	Aa3/A+ NA	4.50 3.99
Total Corporate		**27,535,000.00**	**4.56%**	**27,369,807.85** **27,477,390.06**	**100.98** **4.01%**	**27,799,857.37** **311,688.34**	**25.17%** **322,467.30**		**2.54** **2.18**
MONEY MARKET FUND									
60934N104	FEDERATED HRMS GV O INST	1,561,532.91	-- 3.92%	1,561,532.91 1,561,532.91	1.00 3.92%	1,561,532.91 0.00	1.41% 0.00	Aaa/ AAAm AAA	0.00 0.00
Total Money Market Fund		**1,561,532.91**	**3.92%**	**1,561,532.91** **1,561,532.91**	**1.00** **3.92%**	**1,561,532.91** **0.00**	**1.41%** **0.00**		**0.00** **0.00**
SUPRANATIONAL									
459058KT9	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028	1,500,000.00	07/24/2023 4.19%	1,454,115.00 1,475,096.06	99.61 3.65%	1,494,156.00 15,895.83	1.35% 19,059.94	Aaa/AAA NA	2.70 2.52
4581X0DC9	INTER-AMERICAN DEVELOPMENT BANK 3.125 09/18/2028	2,000,000.00	12/28/2023 3.96%	1,929,020.00 1,956,712.49	98.57 3.65%	1,971,412.00 7,465.28	1.79% 14,699.51	Aaa/AAA NA	2.88 2.71
Total Supranational		**3,500,000.00**	**4.06%**	**3,383,135.00** **3,431,808.55**	**99.02** **3.65%**	**3,465,568.00** **23,361.11**	**3.14%** **33,759.45**		**2.80** **2.63**

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
US TREASURY									
91282CBC4	UNITED STATES TREASURY 0.375 12/31/2025	1,250,000.00	01/11/2021 0.49%	1,243,017.58 1,249,769.05	99.44 3.97%	1,242,953.75 1,579.48	1.13% (6,815.30)	Aa1/AA+ AA+	0.17 0.16
91282CBH3	UNITED STATES TREASURY 0.375 01/31/2026	1,250,000.00	03/29/2021 0.85%	1,221,923.83 1,248,554.09	99.15 3.91%	1,239,403.75 1,184.61	1.12% (9,150.34)	Aa1/AA+ AA+	0.25 0.24
91282CGL9	UNITED STATES TREASURY 4.0 02/15/2026	1,500,000.00	05/31/2023 4.17%	1,493,437.50 1,499,297.35	100.02 3.90%	1,500,282.00 12,717.39	1.36% 984.65	Aa1/AA+ AA+	0.29 0.28
91282CBT7	UNITED STATES TREASURY 0.75 03/31/2026	1,500,000.00	09/28/2021 0.93%	1,487,871.09 1,498,892.67	98.77 3.82%	1,481,554.50 989.01	1.34% (17,338.17)	Aa1/AA+ AA+	0.41 0.40
9128286S4	UNITED STATES TREASURY 2.375 04/30/2026	1,300,000.00	08/29/2022 3.36%	1,255,972.66 1,294,077.04	99.30 3.83%	1,290,876.60 85.29	1.17% (3,200.44)	Aa1/AA+ AA+	0.50 0.48
91282CCF6	UNITED STATES TREASURY 0.75 05/31/2026	1,500,000.00	06/03/2022 2.94%	1,376,484.38 1,482,088.11	98.28 3.81%	1,474,189.50 4,733.61	1.33% (7,898.61)	Aa1/AA+ AA+	0.58 0.56
91282CHH7	UNITED STATES TREASURY 4.125 06/15/2026	1,000,000.00	04/17/2025 3.95%	1,001,875.00 1,001,011.34	100.24 3.73%	1,002,354.00 15,665.98	0.91% 1,342.66	Aa1/AA+ AA+	0.62 0.59
91282CCP4	UNITED STATES TREASURY 0.625 07/31/2026	1,500,000.00	06/03/2022 2.93%	1,364,414.06 1,475,673.24	97.71 3.79%	1,465,605.00 2,369.23	1.33% (10,068.24)	Aa1/AA+ AA+	0.75 0.73
9128282A7	UNITED STATES TREASURY 1.5 08/15/2026	1,600,000.00	10/04/2022 4.00%	1,457,250.00 1,570,943.79	98.26 3.78%	1,572,145.60 5,086.96	1.42% 1,201.81	Aa1/AA+ AA+	0.79 0.76
91282CCZ2	UNITED STATES TREASURY 0.875 09/30/2026	1,000,000.00	05/26/2022 2.73%	924,257.81 984,066.87	97.45 3.76%	974,547.00 769.23	0.88% (9,519.87)	Aa1/AA+ AA+	0.91 0.89
91282CDK4	UNITED STATES TREASURY 1.25 11/30/2026	1,000,000.00	05/26/2022 2.72%	937,500.00 985,021.29	97.43 3.72%	974,257.00 5,259.56	0.88% (10,764.29)	Aa1/AA+ AA+	1.08 1.04
91282CDQ1	UNITED STATES TREASURY 1.25 12/31/2026	1,500,000.00	06/03/2022 2.95%	1,391,015.63 1,472,247.84	97.23 3.72%	1,458,457.50 6,317.93	1.32% (13,790.34)	Aa1/AA+ AA+	1.17 1.13
912828Z78	UNITED STATES TREASURY 1.5 01/31/2027	1,500,000.00	06/09/2022 3.08%	1,397,578.13 1,472,462.04	97.35 3.70%	1,460,215.50 5,686.14	1.32% (12,246.54)	Aa1/AA+ AA+	1.25 1.21
912828V98	UNITED STATES TREASURY 2.25 02/15/2027	1,700,000.00	10/04/2022 3.94%	1,585,050.78 1,666,034.45	98.22 3.68%	1,669,785.90 8,107.34	1.51% 3,751.45	Aa1/AA+ AA+	1.29 1.24
91282CMV0	UNITED STATES TREASURY 3.875 03/31/2027	1,500,000.00	06/17/2025 3.97%	1,497,421.88 1,497,960.47	100.29 3.66%	1,504,395.00 5,109.89	1.36% 6,434.53	Aa1/AA+ AA+	1.41 1.35
91282CEN7	UNITED STATES TREASURY 2.75 04/30/2027	1,500,000.00	06/09/2022 3.07%	1,478,085.94 1,493,309.15	98.71 3.64%	1,480,722.00 113.95	1.34% (12,587.15)	Aa1/AA+ AA+	1.50 1.45
91282CFH9	UNITED STATES TREASURY 3.125 08/31/2027	1,500,000.00	09/27/2022 4.20%	1,428,808.59 1,473,550.69	99.14 3.61%	1,487,167.50 8,028.31	1.35% 13,616.81	Aa1/AA+ AA+	1.83 1.75

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
9128283F5	UNITED STATES TREASURY 2.25 11/15/2027	1,150,000.00	12/28/2022 4.02%	1,060,560.55 1,112,658.28	97.37 3.60%	1,119,767.65 11,953.13	1.01% 7,109.37	Aa1/AA+ AA+	2.04 1.94
91282CGH8	UNITED STATES TREASURY 3.5 01/31/2028	2,000,000.00	02/23/2023 4.15%	1,942,421.88 1,973,708.77	99.80 3.59%	1,995,938.00 17,690.22	1.81% 22,229.23	Aa1/AA+ AA+	2.25 2.12
91282CGT2	UNITED STATES TREASURY 3.625 03/31/2028	2,000,000.00	05/31/2023 3.84%	1,981,171.88 1,990,601.94	100.07 3.59%	2,001,484.00 6,373.63	1.81% 10,882.06	Aa1/AA+ AA+	2.42 2.28
91282CMW8	UNITED STATES TREASURY 3.75 04/15/2028	750,000.00	05/01/2025 3.64%	752,314.45 751,921.92	100.34 3.60%	752,578.50 1,313.53	0.68% 656.58	Aa1/AA+ AA+	2.46 2.32
91282CHK0	UNITED STATES TREASURY 4.0 06/30/2028	1,500,000.00	10/30/2024 4.11%	1,494,199.22 1,495,785.98	101.02 3.59%	1,515,351.00 20,217.39	1.37% 19,565.02	Aa1/AA+ AA+	2.67 2.47
91282CNM9	UNITED STATES TREASURY 3.875 07/15/2028	2,250,000.00	08/19/2025 3.71%	2,259,843.75 2,259,165.83	100.70 3.60%	2,265,644.25 25,824.56	2.05% 6,478.42	Aa1/AA+ AA+	2.71 2.51
9128284V9	UNITED STATES TREASURY 2.875 08/15/2028	1,750,000.00	03/12/2024 4.20%	1,657,031.25 1,691,434.29	98.09 3.60%	1,716,571.50 10,664.06	1.55% 25,137.21	Aa1/AA+ AA+	2.79 2.63
91282CES6	UNITED STATES TREASURY 2.75 05/31/2029	1,000,000.00	07/23/2024 4.18%	937,929.69 954,217.89	97.04 3.64%	970,352.00 11,571.04	0.88% 16,134.11	Aa1/AA+ AA+	3.58 3.32
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	2,000,000.00	09/03/2024 3.69%	2,027,343.75 2,020,885.68	101.20 3.65%	2,024,062.00 20,217.39	1.83% 3,176.32	Aa1/AA+ AA+	3.75 3.42
91282CFJ5	UNITED STATES TREASURY 3.125 08/31/2029	2,000,000.00	09/17/2024 3.45%	1,971,093.75 1,977,632.83	98.11 3.66%	1,962,188.00 10,704.42	1.78% (15,444.83)	Aa1/AA+ AA+	3.83 3.55
91282CLR0	UNITED STATES TREASURY 4.125 10/31/2029	1,500,000.00	12/30/2024 4.38%	1,483,535.16 1,486,380.36	101.69 3.67%	1,525,371.00 170.93	1.38% 38,990.64	Aa1/AA+ AA+	4.00 3.66
91282CMD0	UNITED STATES TREASURY 4.375 12/31/2029	1,500,000.00	12/30/2024 4.38%	1,499,589.84 1,499,658.35	102.68 3.67%	1,540,254.00 22,112.77	1.39% 40,595.65	Aa1/AA+ AA+	4.17 3.73
91282CMG3	UNITED STATES TREASURY 4.25 01/31/2030	1,250,000.00	02/07/2025 4.34%	1,245,263.67 1,245,952.21	102.22 3.68%	1,277,783.75 13,425.61	1.16% 31,831.54	Aa1/AA+ AA+	4.25 3.82
91282CGQ8	UNITED STATES TREASURY 4.0 02/28/2030	2,000,000.00	03/26/2025 4.09%	1,991,875.00 1,992,864.09	101.27 3.68%	2,025,468.00 13,701.66	1.83% 32,603.91	Aa1/AA+ AA+	4.33 3.92
91282CNN7	UNITED STATES TREASURY 3.875 07/31/2030	1,500,000.00	09/11/2025 3.57%	1,520,625.00 1,520,046.62	100.75 3.70%	1,511,191.50 14,689.20	1.37% (8,855.12)	Aa1/AA+ AA+	4.75 4.26
Total US Treasury		**47,750,000.00**	**3.50%**	**46,366,763.70** **47,337,874.51**	**99.46** **3.70%**	**47,482,917.25** **284,433.45**	**42.99%** **145,042.74**		**2.14** **1.99**
Total Portfolio		**110,393,766.00**	**3.99%**	**108,379,153.74** **109,584,017.70**	**98.67** **3.81%**	**110,439,886.67** **867,506.27**	**100.00%** **855,868.97**		**2.28** **2.06**

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
Total Market Value + Accrued						**111,307,392.94**			

TRANSACTION LEDGER

City of Buena Park Core | Account #405 | As of October 31, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	10/02/2025	60934N104	4,280.69	FEDERATED HRMS GV O INST	1.000	4.01%	(4,280.69)	0.00	(4,280.69)	0.00
Purchase	10/10/2025	60934N104	38,281.25	FEDERATED HRMS GV O INST	1.000	3.97%	(38,281.25)	0.00	(38,281.25)	0.00
Purchase	10/14/2025	60934N104	8,250.00	FEDERATED HRMS GV O INST	1.000	3.99%	(8,250.00)	0.00	(8,250.00)	0.00
Purchase	10/15/2025	60934N104	25,125.00	FEDERATED HRMS GV O INST	1.000	4.02%	(25,125.00)	0.00	(25,125.00)	0.00
Purchase	10/27/2025	60934N104	2,155.21	FEDERATED HRMS GV O INST	1.000	4.01%	(2,155.21)	0.00	(2,155.21)	0.00
Purchase	10/27/2025	60934N104	26,695.82	FEDERATED HRMS GV O INST	1.000	4.01%	(26,695.82)	0.00	(26,695.82)	0.00
Purchase	10/28/2025	60934N104	40,000.00	FEDERATED HRMS GV O INST	1.000	4.01%	(40,000.00)	0.00	(40,000.00)	0.00
Purchase	10/30/2025	60934N104	29,410.00	FEDERATED HRMS GV O INST	1.000	4.01%	(29,410.00)	0.00	(29,410.00)	0.00
Purchase	10/31/2025	60934N104	1,068,250.00	FEDERATED HRMS GV O INST	1.000	3.92%	(1,068,250.00)	0.00	(1,068,250.00)	0.00
Total Purchase			**1,242,447.97**				**(1,242,447.97)**	**0.00**	**(1,242,447.97)**	**0.00**
TOTAL ACQUISITIONS			**1,242,447.97**				**(1,242,447.97)**	**0.00**	**(1,242,447.97)**	**0.00**
DISPOSITIONS										
Maturity	10/31/2025	91282CAT8	(1,000,000.00)	UNITED STATES TREASURY 0.25 10/31/2025	100.000	0.50%	1,000,000.00	0.00	1,000,000.00	0.00
Total Maturity			**(1,000,000.00)**				**1,000,000.00**	**0.00**	**1,000,000.00**	**0.00**
Sale	10/06/2025	60934N104	(1,493,835.00)	FEDERATED HRMS GV O INST	1.000	4.00%	1,493,835.00	0.00	1,493,835.00	0.00
Sale	10/07/2025	60934N104	(8,204.57)	FEDERATED HRMS GV O INST	1.000	3.97%	8,204.57	0.00	8,204.57	0.00
Total Sale			**(1,502,039.57)**				**1,502,039.57**	**0.00**	**1,502,039.57**	**0.00**

TRANSACTION LEDGER

City of Buena Park Core | Account #405 | As of October 31, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
TOTAL DISPOSITIONS			**(2,502,039.57)**				**2,502,039.57**	**0.00**	**2,502,039.57**	**0.00**
OTHER TRANSACTIONS										
Coupon	10/01/2025	3137H9D71	0.00	FHMS K-750 A2 3.0 09/25/2029		4.49%	2,500.00	0.00	2,500.00	0.00
Coupon	10/01/2025	3137FBBX3	0.00	FHMS K-068 A2 3.244 08/25/2027		4.42%	2,703.33	0.00	2,703.33	0.00
Coupon	10/01/2025	3137HA4B9	0.00	FHMS K-751 A2 4.412 03/25/2030		4.40%	5,515.00	0.00	5,515.00	0.00
Coupon	10/01/2025	3137FRUT6	0.00	FHMS K-106 A2 2.069 01/25/2030		4.35%	2,155.21	0.00	2,155.21	0.00
Coupon	10/01/2025	3137FJZ93	0.00	FHMS K-084 A2 3.78 10/25/2028		4.34%	3,150.00	0.00	3,150.00	0.00
Coupon	10/01/2025	3137FJKE8	0.00	FHMS K-082 A2 3.92 09/25/2028		4.27%	4,083.33	0.00	4,083.33	0.00
Coupon	10/01/2025	3137FKZZ2	0.00	FHMS K-088 A2 3.69 01/25/2029		4.21%	3,075.00	0.00	3,075.00	0.00
Coupon	10/01/2025	3137FLN91	0.00	FHMS K-091 A2 3.505 03/25/2029		3.75%	2,920.83	0.00	2,920.83	0.00
Coupon	10/01/2025	3137FLYV0	0.00	FHMS K-092 A2 3.298 04/25/2029		3.74%	2,748.33	0.00	2,748.33	0.00
Coupon	10/10/2025	3133ERAK7	0.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 04/10/2029		4.66%	38,281.25	0.00	38,281.25	0.00
Coupon	10/13/2025	023135CF1	0.00	AMAZON.COM INC 3.3 04/13/2027		3.59%	8,250.00	0.00	8,250.00	0.00
Coupon	10/15/2025	91324PDE9	0.00	UNITEDHEALTH GROUP INC 2.95 10/15/2027		4.66%	11,062.50	0.00	11,062.50	0.00
Coupon	10/15/2025	91282CMW8	0.00	UNITED STATES TREASURY 3.75 04/15/2028		3.64%	14,062.50	0.00	14,062.50	0.00

TRANSACTION LEDGER

City of Buena Park Core | Account #405 | As of October 31, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Coupon	10/28/2025	3133EPHH1	0.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.0 04/28/2026		3.90%	40,000.00	0.00	40,000.00	0.00
Coupon	10/30/2025	61690U7W4	0.00	MORGAN STANLEY BANK NA 5.882 10/30/2026		5.91%	29,410.00	0.00	29,410.00	0.00
Coupon	10/31/2025	91282CLR0	0.00	UNITED STATES TREASURY 4.125 10/31/2029		4.38%	30,937.50	0.00	30,937.50	0.00
Coupon	10/31/2025	9128286S4	0.00	UNITED STATES TREASURY 2.375 04/30/2026		3.36%	15,437.50	0.00	15,437.50	0.00
Coupon	10/31/2025	91282CEN7	0.00	UNITED STATES TREASURY 2.75 04/30/2027		3.07%	20,625.00	0.00	20,625.00	0.00
Coupon	10/31/2025	91282CAT8	0.00	UNITED STATES TREASURY 0.25 10/31/2025		0.50%	1,250.00	0.00	1,250.00	0.00
Total Coupon			**0.00**				**238,167.28**	**0.00**	**238,167.28**	**0.00**
Dividend	10/31/2025	60934N104	0.00	FEDERATED HRMS GV O INST		3.93%	2,233.09	0.00	2,233.09	0.00
Total Dividend			**0.00**				**2,233.09**	**0.00**	**2,233.09**	**0.00**
Management Fee	10/07/2025	CCYUSD	(8,204.57)	Cash		0.00%	(8,204.57)	0.00	(8,204.57)	0.00
Total Management Fee			**(8,204.57)**				**(8,204.57)**	**0.00**	**(8,204.57)**	**0.00**
TOTAL OTHER TRANSACTIONS			**(8,204.57)**				**232,195.80**	**0.00**	**232,195.80**	**0.00**

INCOME EARNED

City of Buena Park Core | Account #405 | As of October 31, 2025

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
CASH & EQUIVALENTS						
60934N104	FEDERATED HRMS GV O INST	1,561,532.91	1,821,124.51 1,242,447.97 (1,502,039.57) 1,561,532.91	0.00 4,280.69 0.00 4,280.69	0.00 0.00 0.00 4,280.69	4,280.69
CCYUSD	Payable	0.00	(1,493,835.00) 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
CCYUSD	Receivable	2,233.09	4,280.69 0.00 0.00 2,233.09	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
Total Cash & Equivalents		**1,563,766.00**	**331,570.20** **1,242,447.97** **(1,502,039.57)** **1,563,766.00**	**0.00** **4,280.69** **0.00** **4,280.69**	**0.00** **0.00** **0.00** **4,280.69**	**4,280.69**
FIXED INCOME						
00440EAV9	CHUBB INA HOLDINGS LLC 3.35 05/03/2026	03/16/2023 03/20/2023 1,000,000.00	993,029.98 0.00 0.00 994,039.66	13,772.22 0.00 16,563.89 2,791.67	1,009.68 0.00 1,009.68 3,801.34	3,801.34
023135CF1	AMAZON.COM INC 3.3 04/13/2027	06/09/2022 06/13/2022 500,000.00	497,973.03 0.00 0.00 498,085.44	7,700.00 8,250.00 825.00 1,375.00	112.41 0.00 112.41 1,487.41	1,487.41
025816EJ4	AMERICAN EXPRESS CO 4.351 07/20/2029	07/22/2025 07/25/2025 1,500,000.00	1,501,181.47 0.00 0.00 1,501,145.66	11,965.25 0.00 17,404.00 5,438.75	0.00 (35.80) (35.80) 5,402.95	5,402.95
037833DK3	APPLE INC 3.0 11/13/2027	01/27/2023 01/31/2023 1,000,000.00	978,756.88 0.00 0.00 979,608.80	11,500.00 0.00 14,000.00 2,500.00	851.92 0.00 851.92 3,351.92	3,351.92

INCOME EARNED

City of Buena Park Core | Account #405 | As of October 31, 2025

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
06428CAA2	BANK OF AMERICA NA 5.526 08/18/2026	08/24/2023 08/28/2023 1,000,000.00	1,000,395.83 0.00 0.00 1,000,353.52	6,600.50 0.00 11,205.50 4,605.00	0.00 (42.31) (42.31) 4,562.69	4,562.69
084664CZ2	BERKSHIRE HATHAWAY FINANCE CORP 2.3 03/15/2027	03/14/2022 03/16/2022 500,000.00	497,075.56 0.00 0.00 497,246.61	511.11 0.00 1,469.44 958.33	171.05 0.00 171.05 1,129.39	1,129.39
09247XAN1	BLACKROCK FINANCE INC 3.2 03/15/2027	06/03/2022 06/07/2022 750,000.00	748,345.65 0.00 0.00 748,442.41	1,066.67 0.00 3,066.67 2,000.00	96.76 0.00 96.76 2,096.76	2,096.76
09290DAA9	BLACKROCK INC 4.7 03/14/2029	07/22/2024 07/23/2024 750,000.00	751,180.64 0.00 0.00 751,150.93	1,664.58 0.00 4,602.08 2,937.50	0.00 (29.71) (29.71) 2,907.79	2,907.79
14913UAJ9	CATERPILLAR FINANCIAL SERVICES CORP 4.85 02/27/2029	05/16/2024 05/20/2024 1,250,000.00	1,251,365.29 0.00 0.00 1,251,331.29	5,725.69 0.00 10,777.78 5,052.08	0.00 (34.00) (34.00) 5,018.09	5,018.09
17275RBR2	CISCO SYSTEMS INC 4.85 02/26/2029	02/28/2024 03/01/2024 1,250,000.00	1,251,370.72 0.00 0.00 1,251,335.69	5,894.10 0.00 10,946.18 5,052.08	0.00 (35.03) (35.03) 5,017.05	5,017.05
194162AT0	COLGATE-PALMOLIVE CO 4.2 05/01/2030	05/01/2025 05/02/2025 1,000,000.00	1,002,361.53 0.00 0.00 1,002,316.97	17,383.33 0.00 20,883.33 3,500.00	0.00 (44.56) (44.56) 3,455.44	3,455.44
24422EXB0	JOHN DEERE CAPITAL CORP 4.95 07/14/2028	07/11/2023 07/14/2023 535,000.00	534,556.27 0.00 0.00 534,569.79	5,664.31 0.00 7,871.19 2,206.88	13.53 0.00 13.53 2,220.40	2,220.40
24422EXT1	JOHN DEERE CAPITAL CORP 4.85 06/11/2029	06/11/2024 06/12/2024 750,000.00	746,069.42 0.00 0.00 746,159.75	11,114.58 0.00 14,145.83 3,031.25	90.32 0.00 90.32 3,121.57	3,121.57

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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
3130ATUC9	FEDERAL HOME LOAN BANKS 4.5 12/12/2025	05/31/2023 06/01/2023 895,000.00	895,316.98 0.00 0.00 895,180.50	12,194.38 0.00 15,550.63 3,356.25	0.00 (136.48) (136.48) 3,219.77	3,219.77
3130AUU36	FEDERAL HOME LOAN BANKS 4.125 03/13/2026	03/16/2023 03/17/2023 1,000,000.00	999,562.65 0.00 0.00 999,645.82	2,062.50 0.00 5,500.00 3,437.50	83.18 0.00 83.18 3,520.68	3,520.68
3130AWLZ1	FEDERAL HOME LOAN BANKS 4.75 06/12/2026	08/24/2023 08/28/2023 1,000,000.00	999,546.34 0.00 0.00 999,601.71	14,381.94 0.00 18,340.28 3,958.33	55.37 0.00 55.37 4,013.70	4,013.70
3130AWTR1	FEDERAL HOME LOAN BANKS 4.375 09/08/2028	09/11/2023 09/12/2023 1,600,000.00	1,594,899.51 0.00 0.00 1,595,046.87	4,472.22 0.00 10,305.56 5,833.33	147.36 0.00 147.36 5,980.69	5,980.69
3130B1BC0	FEDERAL HOME LOAN BANKS 4.625 06/08/2029	06/11/2024 06/12/2024 1,200,000.00	1,204,926.27 0.00 0.00 1,204,812.81	17,420.83 0.00 22,045.83 4,625.00	0.00 (113.46) (113.46) 4,511.54	4,511.54
3130B1EF0	FEDERAL HOME LOAN BANKS 4.625 06/11/2027	07/22/2024 07/23/2024 2,000,000.00	2,008,431.33 0.00 0.00 2,008,008.40	28,263.89 0.00 35,972.22 7,708.33	0.00 (422.93) (422.93) 7,285.40	7,285.40
3133EPC45	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.625 11/13/2028	11/14/2023 11/15/2023 2,500,000.00	2,492,573.10 0.00 0.00 2,492,775.23	44,322.92 0.00 53,958.33 9,635.42	202.14 0.00 202.14 9,837.55	9,837.55
3133EPHH1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.0 04/28/2026	05/09/2023 05/10/2023 2,000,000.00	2,001,052.71 0.00 0.00 2,000,896.57	34,000.00 40,000.00 666.67 6,666.67	0.00 (156.14) (156.14) 6,510.52	6,510.52
3133EPLC7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 02/26/2026	06/07/2023 06/08/2023 2,000,000.00	1,998,175.46 0.00 0.00 1,998,557.63	8,020.83 0.00 14,895.83 6,875.00	382.17 0.00 382.17 7,257.17	7,257.17

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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
3133EPW84	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.875 01/18/2029	01/29/2024 01/31/2024 2,000,000.00	1,989,623.98 0.00 0.00 1,989,890.92	15,715.28 0.00 22,173.61 6,458.33	266.93 0.00 266.93 6,725.27	6,725.27
3133EPZY4	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026	10/31/2023 11/01/2023 1,000,000.00	999,578.04 0.00 0.00 999,621.36	8,472.22 0.00 12,638.89 4,166.67	43.31 0.00 43.31 4,209.98	4,209.98
3133ERAK7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 04/10/2029	04/10/2024 04/15/2024 1,750,000.00	1,734,304.75 0.00 0.00 1,734,682.80	36,367.19 38,281.25 4,466.15 6,380.21	378.05 0.00 378.05 6,758.26	6,758.26
3135G06G3	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 11/07/2025	11/18/2020 11/19/2020 1,100,000.00	1,099,980.03 0.00 0.00 1,099,996.76	2,200.00 0.00 2,658.33 458.33	16.73 0.00 16.73 475.06	475.06
3137FBBX3	FHMS K-068 A2 3.244 08/25/2027	01/29/2024 01/31/2024 1,000,000.00	979,674.48 0.00 0.00 980,616.32	2,703.33 2,703.33 2,703.33 2,703.33	941.84 0.00 941.84 3,645.17	3,645.17
3137FJKE8	FHMS K-082 A2 3.92 09/25/2028	06/10/2025 06/13/2025 1,250,000.00	1,236,367.66 0.00 0.00 1,236,764.09	4,083.33 4,083.33 4,083.33 4,083.33	396.44 0.00 396.44 4,479.77	4,479.77
3137FJZ93	FHMS K-084 A2 3.78 10/25/2028	12/09/2024 12/12/2024 1,000,000.00	983,479.12 0.00 0.00 983,946.41	3,150.00 3,150.00 3,150.00 3,150.00	467.29 0.00 467.29 3,617.29	3,617.29
3137FKZZ2	FHMS K-088 A2 3.69 01/25/2029	04/17/2025 04/23/2025 1,000,000.00	983,281.37 0.00 0.00 983,717.63	3,075.00 3,075.00 3,075.00 3,075.00	436.26 0.00 436.26 3,511.26	3,511.26
3137FLN91	FHMS K-091 A2 3.505 03/25/2029	09/11/2025 09/16/2025 1,000,000.00	990,929.42 0.00 0.00 991,154.91	2,920.83 2,920.83 2,920.83 2,920.83	225.49 0.00 225.49 3,146.32	3,146.32

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
3137FLYV0	FHMS K-092 A2 3.298 04/25/2029	09/17/2024 09/20/2024 1,000,000.00	985,029.47 0.00 0.00 985,392.61	2,748.33 2,748.33 2,748.33 2,748.33	363.13 0.00 363.13 3,111.46	3,111.46
3137FRUT6	FHMS K-106 A2 2.069 01/25/2030	06/10/2025 06/13/2025 1,250,000.00	1,140,199.15 0.00 0.00 1,142,390.92	2,155.21 2,155.21 2,155.21 2,155.21	2,191.77 0.00 2,191.77 4,346.98	4,346.98
3137H9D71	FHMS K-750 A2 3.0 09/25/2029	10/30/2024 11/04/2024 1,000,000.00	950,541.62 0.00 0.00 951,613.04	2,500.00 2,500.00 2,500.00 2,500.00	1,071.43 0.00 1,071.43 3,571.43	3,571.43
3137HA4B9	FHMS K-751 A2 4.412 03/25/2030	03/26/2025 03/31/2025 1,500,000.00	1,498,843.00 0.00 0.00 1,498,865.25	5,515.00 5,515.00 5,515.00 5,515.00	22.25 0.00 22.25 5,537.25	5,537.25
437076DC3	HOME DEPOT INC 4.75 06/25/2029	06/24/2024 06/25/2024 1,250,000.00	1,247,704.70 0.00 0.00 1,247,756.90	15,833.33 0.00 20,781.25 4,947.92	52.20 0.00 52.20 5,000.12	5,000.12
4581X0DC9	INTER-AMERICAN DEVELOPMENT BANK 3.125 09/18/2028	12/28/2023 12/29/2023 2,000,000.00	1,955,436.90 0.00 0.00 1,956,712.49	2,256.94 0.00 7,465.28 5,208.33	1,275.58 0.00 1,275.58 6,483.92	6,483.92
459058KT9	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028	07/24/2023 07/26/2023 1,500,000.00	1,474,311.49 0.00 0.00 1,475,096.06	11,520.83 0.00 15,895.83 4,375.00	784.58 0.00 784.58 5,159.58	5,159.58
46647PEB8	JPMORGAN CHASE & CO 5.012 01/23/2030	03/26/2025 03/27/2025 750,000.00	755,816.31 0.00 0.00 755,667.30	7,100.33 0.00 10,232.83 3,132.50	0.00 (149.01) (149.01) 2,983.49	2,983.49
532457CK2	ELI LILLY AND CO 4.5 02/09/2029	02/12/2024 02/14/2024 1,250,000.00	1,248,434.26 0.00 0.00 1,248,473.82	8,125.00 0.00 12,812.50 4,687.50	39.56 0.00 39.56 4,727.06	4,727.06

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
57636QAW4	MASTERCARD INC 4.875 03/09/2028	03/16/2023 03/20/2023 1,000,000.00	1,007,251.29 0.00 0.00 1,006,990.21	2,979.17 0.00 7,041.67 4,062.50	0.00 (261.08) (261.08) 3,801.42	3,801.42
58933YBH7	MERCK & CO INC 4.05 05/17/2028	05/09/2023 05/17/2023 1,000,000.00	999,601.07 0.00 0.00 999,613.97	15,075.00 0.00 18,450.00 3,375.00	12.90 0.00 12.90 3,387.90	3,387.90
61690U7W4	MORGAN STANLEY BANK NA 5.882 10/30/2026	10/31/2023 11/02/2023 1,000,000.00	999,697.20 0.00 0.00 999,721.02	24,671.72 29,410.00 163.39 4,901.67	23.82 0.00 23.82 4,925.49	4,925.49
63743HFX5	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.95 02/07/2030	02/07/2025 02/10/2025 1,000,000.00	1,001,217.97 0.00 0.00 1,001,193.75	7,425.00 0.00 11,550.00 4,125.00	0.00 (24.22) (24.22) 4,100.78	4,100.78
665859AW4	NORTHERN TRUST CORP 4.0 05/10/2027	06/29/2022 07/01/2022 750,000.00	750,894.25 0.00 0.00 750,844.40	11,750.00 0.00 14,250.00 2,500.00	0.00 (49.86) (49.86) 2,450.14	2,450.14
69371RS31	PACCAR FINANCIAL CORP 4.6 01/10/2028	01/27/2023 01/31/2023 500,000.00	503,070.79 0.00 0.00 502,956.23	5,175.00 0.00 7,091.67 1,916.67	0.00 (114.55) (114.55) 1,802.11	1,802.11
713448FL7	PEPSICO INC 3.6 02/18/2028	03/16/2023 03/20/2023 1,000,000.00	985,390.20 0.00 0.00 985,910.78	4,300.00 0.00 7,300.00 3,000.00	520.58 0.00 520.58 3,520.58	3,520.58
756109CW2	REALTY INCOME CORP 3.95 02/01/2029	09/29/2025 10/06/2025 1,500,000.00	1,493,835.00 0.00 0.00 1,493,967.03	0.00 0.00 4,114.58 4,114.58	132.03 0.00 132.03 4,246.62	4,246.62
857477CL5	STATE STREET CORP 4.993 03/18/2027	03/19/2024 03/21/2024 1,000,000.00	999,931.66 0.00 0.00 999,935.64	1,803.03 0.00 5,963.86 4,160.83	3.97 0.00 3.97 4,164.81	4,164.81

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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
89236TKK0	TOYOTA MOTOR CREDIT CORP 5.4 11/10/2025	11/08/2022 11/10/2022 1,000,000.00	1,000,035.04 0.00 0.00 1,000,007.88	21,150.00 0.00 25,650.00 4,500.00	0.00 (27.15) (27.15) 4,472.85	4,472.85
90331HPS6	US BANK NA 4.73 05/15/2028	05/12/2025 05/15/2025 1,250,000.00	1,250,413.06 0.00 0.00 1,250,399.25	22,336.11 0.00 27,263.19 4,927.08	0.00 (13.81) (13.81) 4,913.27	4,913.27
9128282A7	UNITED STATES TREASURY 1.5 08/15/2026	10/04/2022 10/05/2022 1,600,000.00	1,567,805.32 0.00 0.00 1,570,943.79	3,065.22 0.00 5,086.96 2,021.74	3,138.48 0.00 3,138.48 5,160.21	5,160.21
9128283F5	UNITED STATES TREASURY 2.25 11/15/2027	12/28/2022 12/29/2022 1,150,000.00	1,111,102.37 0.00 0.00 1,112,658.28	9,773.44 0.00 11,953.13 2,179.69	1,555.91 0.00 1,555.91 3,735.59	3,735.59
9128284V9	UNITED STATES TREASURY 2.875 08/15/2028	03/12/2024 03/13/2024 1,750,000.00	1,689,650.85 0.00 0.00 1,691,434.29	6,425.78 0.00 10,664.06 4,238.28	1,783.44 0.00 1,783.44 6,021.72	6,021.72
9128286S4	UNITED STATES TREASURY 2.375 04/30/2026	08/29/2022 08/31/2022 1,300,000.00	1,293,056.97 0.00 0.00 1,294,077.04	12,920.52 15,437.50 85.29 2,602.27	1,020.07 0.00 1,020.07 3,622.34	3,622.34
912828V98	UNITED STATES TREASURY 2.25 02/15/2027	10/04/2022 10/05/2022 1,700,000.00	1,663,798.93 0.00 0.00 1,666,034.45	4,885.19 0.00 8,107.34 3,222.15	2,235.52 0.00 2,235.52 5,457.67	5,457.67
912828Z78	UNITED STATES TREASURY 1.5 01/31/2027	06/09/2022 06/10/2022 1,500,000.00	1,470,589.95 0.00 0.00 1,472,462.04	3,790.76 0.00 5,686.14 1,895.38	1,872.10 0.00 1,872.10 3,767.48	3,767.48
91282CAT8	UNITED STATES TREASURY 0.25 10/31/2025	02/16/2021 02/18/2021 0.00	999,797.18 0.00 (1,000,000.00) 0.00	1,046.20 1,250.00 0.00 203.80	202.82 0.00 202.82 406.63	406.63

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
91282CBC4	UNITED STATES TREASURY 0.375 12/31/2025	01/11/2021 01/12/2021 1,250,000.00	1,249,649.72 0.00 0.00 1,249,769.05	1,184.61 0.00 1,579.48 394.87	119.32 0.00 119.32 514.20	514.20
91282CBH3	UNITED STATES TREASURY 0.375 01/31/2026	03/29/2021 03/31/2021 1,250,000.00	1,248,061.52 0.00 0.00 1,248,554.09	789.74 0.00 1,184.61 394.87	492.56 0.00 492.56 887.44	887.44
91282CBT7	UNITED STATES TREASURY 0.75 03/31/2026	09/28/2021 09/30/2021 1,500,000.00	1,498,663.83 0.00 0.00 1,498,892.67	30.91 0.00 989.01 958.10	228.85 0.00 228.85 1,186.95	1,186.95
91282CCF6	UNITED STATES TREASURY 0.75 05/31/2026	06/03/2022 06/06/2022 1,500,000.00	1,479,456.51 0.00 0.00 1,482,088.11	3,780.74 0.00 4,733.61 952.87	2,631.60 0.00 2,631.60 3,584.47	3,584.47
91282CCP4	UNITED STATES TREASURY 0.625 07/31/2026	06/03/2022 06/06/2022 1,500,000.00	1,472,900.70 0.00 0.00 1,475,673.24	1,579.48 0.00 2,369.23 789.74	2,772.54 0.00 2,772.54 3,562.28	3,562.28
91282CCZ2	UNITED STATES TREASURY 0.875 09/30/2026	05/26/2022 05/31/2022 1,000,000.00	982,583.60 0.00 0.00 984,066.87	24.04 0.00 769.23 745.19	1,483.26 0.00 1,483.26 2,228.46	2,228.46
91282CDK4	UNITED STATES TREASURY 1.25 11/30/2026	05/26/2022 05/31/2022 1,000,000.00	983,842.76 0.00 0.00 985,021.29	4,200.82 0.00 5,259.56 1,058.74	1,178.53 0.00 1,178.53 2,237.27	2,237.27
91282CDQ1	UNITED STATES TREASURY 1.25 12/31/2026	06/03/2022 06/06/2022 1,500,000.00	1,470,223.56 0.00 0.00 1,472,247.84	4,738.45 0.00 6,317.93 1,579.48	2,024.28 0.00 2,024.28 3,603.76	3,603.76
91282CEN7	UNITED STATES TREASURY 2.75 04/30/2027	06/09/2022 06/10/2022 1,500,000.00	1,492,928.57 0.00 0.00 1,493,309.15	17,262.23 20,625.00 113.95 3,476.72	380.58 0.00 380.58 3,857.30	3,857.30

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
91282CES6	UNITED STATES TREASURY 2.75 05/31/2029	07/23/2024 07/24/2024 1,000,000.00	953,132.01 0.00 0.00 954,217.89	9,241.80 0.00 11,571.04 2,329.24	1,085.88 0.00 1,085.88 3,415.12	3,415.12
91282CFH9	UNITED STATES TREASURY 3.125 08/31/2027	09/27/2022 09/28/2022 1,500,000.00	1,472,323.25 0.00 0.00 1,473,550.69	4,014.16 0.00 8,028.31 4,014.16	1,227.44 0.00 1,227.44 5,241.60	5,241.60
91282CFJ5	UNITED STATES TREASURY 3.125 08/31/2029	09/17/2024 09/18/2024 2,000,000.00	1,977,137.20 0.00 0.00 1,977,632.83	5,352.21 0.00 10,704.42 5,352.21	495.63 0.00 495.63 5,847.84	5,847.84
91282CGH8	UNITED STATES TREASURY 3.5 01/31/2028	02/23/2023 02/28/2023 2,000,000.00	1,972,716.04 0.00 0.00 1,973,708.77	11,793.48 0.00 17,690.22 5,896.74	992.73 0.00 992.73 6,889.47	6,889.47
91282CGL9	UNITED STATES TREASURY 4.0 02/15/2026	05/31/2023 06/01/2023 1,500,000.00	1,499,091.86 0.00 0.00 1,499,297.35	7,663.04 0.00 12,717.39 5,054.35	205.49 0.00 205.49 5,259.84	5,259.84
91282CGQ8	UNITED STATES TREASURY 4.0 02/28/2030	03/26/2025 03/27/2025 2,000,000.00	1,992,724.08 0.00 0.00 1,992,864.09	6,850.83 0.00 13,701.66 6,850.83	140.01 0.00 140.01 6,990.84	6,990.84
91282CGT2	UNITED STATES TREASURY 3.625 03/31/2028	05/31/2023 06/01/2023 2,000,000.00	1,990,271.25 0.00 0.00 1,990,601.94	199.18 0.00 6,373.63 6,174.45	330.69 0.00 330.69 6,505.14	6,505.14
91282CHH7	UNITED STATES TREASURY 4.125 06/15/2026	04/17/2025 04/22/2025 1,000,000.00	1,001,150.06 0.00 0.00 1,001,011.34	12,172.13 0.00 15,665.98 3,493.85	0.00 (138.72) (138.72) 3,355.13	3,355.13
91282CHK0	UNITED STATES TREASURY 4.0 06/30/2028	10/30/2024 10/31/2024 1,500,000.00	1,495,651.58 0.00 0.00 1,495,785.98	15,163.04 0.00 20,217.39 5,054.35	134.40 0.00 134.40 5,188.75	5,188.75

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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
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	09/03/2024 09/04/2024 2,000,000.00	2,021,358.97 0.00 0.00 2,020,885.68	13,478.26 0.00 20,217.39 6,739.13	0.00 (473.29) (473.29) 6,265.84	6,265.84
91282CLR0	UNITED STATES TREASURY 4.125 10/31/2029	12/30/2024 12/31/2024 1,500,000.00	1,486,091.17 0.00 0.00 1,486,380.36	25,893.34 30,937.50 170.93 5,215.08	289.18 0.00 289.18 5,504.27	5,504.27
91282CMD0	UNITED STATES TREASURY 4.375 12/31/2029	12/30/2024 12/31/2024 1,500,000.00	1,499,651.39 0.00 0.00 1,499,658.35	16,584.58 0.00 22,112.77 5,528.19	6.96 0.00 6.96 5,535.16	5,535.16
91282CMG3	UNITED STATES TREASURY 4.25 01/31/2030	02/07/2025 02/10/2025 1,250,000.00	1,245,871.36 0.00 0.00 1,245,952.21	8,950.41 0.00 13,425.61 4,475.20	80.85 0.00 80.85 4,556.06	4,556.06
91282CMV0	UNITED STATES TREASURY 3.875 03/31/2027	06/17/2025 06/18/2025 1,500,000.00	1,497,837.71 0.00 0.00 1,497,960.47	159.68 0.00 5,109.89 4,950.21	122.77 0.00 122.77 5,072.97	5,072.97
91282CMW8	UNITED STATES TREASURY 3.75 04/15/2028	05/01/2025 05/02/2025 750,000.00	751,988.41 0.00 0.00 751,921.92	12,986.68 14,062.50 1,313.53 2,389.35	0.00 (66.49) (66.49) 2,322.86	2,322.86
91282CNM9	UNITED STATES TREASURY 3.875 07/15/2028	08/19/2025 08/20/2025 2,250,000.00	2,259,453.71 0.00 0.00 2,259,165.83	18,479.96 0.00 25,824.56 7,344.60	0.00 (287.88) (287.88) 7,056.72	7,056.72
91282CNN7	UNITED STATES TREASURY 3.875 07/31/2030	09/11/2025 09/12/2025 1,500,000.00	1,520,405.22 0.00 0.00 1,520,046.62	9,792.80 0.00 14,689.20 4,896.40	0.00 (358.60) (358.60) 4,537.80	4,537.80
91324PDE9	UNITEDHEALTH GROUP INC 2.95 10/15/2027	12/28/2022 12/30/2022 750,000.00	726,787.20 0.00 0.00 727,754.40	10,202.08 11,062.50 983.33 1,843.75	967.20 0.00 967.20 2,810.95	2,810.95

INCOME EARNED

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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
931142EX7	WALMART INC 3.95 09/09/2027	09/08/2022 09/12/2022 750,000.00	750,430.68 0.00 0.00 750,410.96	1,810.42 0.00 4,279.17 2,468.75	0.00 (19.72) (19.72) 2,449.03	2,449.03
			108,981,205.38 **0.00** **(1,000,000.00)**	**785,095.27** **238,167.28** **867,506.27**	**42,081.12** **(3,034.81)** **39,046.31**	
Total Fixed Income		**108,830,000.00**	**108,020,251.70**	**320,578.28**	**359,624.59**	**359,624.59**
			109,312,775.58 **1,242,447.97** **(2,502,039.57)**	**785,095.27** **242,447.97** **867,506.27**	**42,081.12** **(3,034.81)** **39,046.31**	
TOTAL PORTFOLIO		**110,393,766.00**	**109,584,017.70**	**324,858.97**	**363,905.28**	**363,905.28**

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
NOVEMBER 2025							
11/07/2025	Coupon	3135G06G3	1,100,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 11/07/2025		2,750.00	2,750.00
11/07/2025	Final Maturity	3135G06G3	1,100,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 11/07/2025	1,100,000.00		1,100,000.00
11/10/2025	Coupon	665859AW4	750,000.00	NORTHERN TRUST CORP 4.0 05/10/2027		15,000.00	15,000.00
11/10/2025	Coupon	89236TKK0	1,000,000.00	TOYOTA MOTOR CREDIT CORP 5.4 11/10/2025		27,000.00	27,000.00
11/10/2025	Final Maturity	89236TKK0	1,000,000.00	TOYOTA MOTOR CREDIT CORP 5.4 11/10/2025	1,000,000.00		1,000,000.00
11/13/2025	Coupon	037833DK3	1,000,000.00	APPLE INC 3.0 11/13/2027		15,000.00	15,000.00
11/13/2025	Coupon	3133EPC45	2,500,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.625 11/13/2028		57,812.50	57,812.50
11/17/2025	Coupon	58933YBH7	1,000,000.00	MERCK & CO INC 4.05 05/17/2028		20,250.00	20,250.00
11/17/2025	Coupon	90331HPS6	1,250,000.00	US BANK NA 4.73 05/15/2028		29,562.50	29,562.50
11/17/2025	Coupon	9128283F5	1,150,000.00	UNITED STATES TREASURY 2.25 11/15/2027		12,937.50	12,937.50
11/25/2025	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
11/25/2025	Coupon	3137FJKE8	1,250,000.00	FHMS K-082 A2 3.92 09/25/2028		4,083.33	4,083.33
11/25/2025	Coupon	3137FJZ93	1,000,000.00	FHMS K-084 A2 3.78 10/25/2028		3,150.00	3,150.00
11/25/2025	Coupon	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029		3,075.00	3,075.00
11/25/2025	Coupon	3137FLN91	1,000,000.00	FHMS K-091 A2 3.505 03/25/2029		2,920.83	2,920.83
11/25/2025	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33
11/25/2025	Coupon	3137FRUT6	1,250,000.00	FHMS K-106 A2 2.069 01/25/2030		2,155.21	2,155.21
11/25/2025	Coupon	3137H9D71	1,000,000.00	FHMS K-750 A2 3.0 09/25/2029		2,500.00	2,500.00
11/25/2025	Coupon	3137HA4B9	1,500,000.00	FHMS K-751 A2 4.412 03/25/2030		5,515.00	5,515.00
November 2025 Total					**2,100,000.00**	**209,163.54**	**2,309,163.54**
DECEMBER 2025							
12/01/2025	Coupon	91282CCF6	1,500,000.00	UNITED STATES TREASURY 0.75 05/31/2026		5,625.00	5,625.00
12/01/2025	Coupon	91282CDK4	1,000,000.00	UNITED STATES TREASURY 1.25 11/30/2026		6,250.00	6,250.00
12/01/2025	Coupon	91282CES6	1,000,000.00	UNITED STATES TREASURY 2.75 05/31/2029		13,750.00	13,750.00
12/08/2025	Coupon	3130B1BC0	1,200,000.00	FEDERAL HOME LOAN BANKS 4.625 06/08/2029		27,750.00	27,750.00
12/11/2025	Coupon	24422EXT1	750,000.00	JOHN DEERE CAPITAL CORP 4.85 06/11/2029		18,187.50	18,187.50

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/11/2025	Coupon	3130B1EF0	2,000,000.00	FEDERAL HOME LOAN BANKS 4.625 06/11/2027		46,250.00	46,250.00
12/12/2025	Coupon	3130ATUC9	895,000.00	FEDERAL HOME LOAN BANKS 4.5 12/12/2025		20,137.50	20,137.50
12/12/2025	Final Maturity	3130ATUC9	895,000.00	FEDERAL HOME LOAN BANKS 4.5 12/12/2025	895,000.00		895,000.00
12/12/2025	Coupon	3130AWLZ1	1,000,000.00	FEDERAL HOME LOAN BANKS 4.75 06/12/2026		23,750.00	23,750.00
12/15/2025	Coupon	91282CHH7	1,000,000.00	UNITED STATES TREASURY 4.125 06/15/2026		20,625.00	20,625.00
12/25/2025	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
12/25/2025	Coupon	3137FJKE8	1,250,000.00	FHMS K-082 A2 3.92 09/25/2028		4,083.33	4,083.33
12/25/2025	Coupon	3137FJZ93	1,000,000.00	FHMS K-084 A2 3.78 10/25/2028		3,150.00	3,150.00
12/25/2025	Coupon	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029		3,075.00	3,075.00
12/25/2025	Coupon	3137FLN91	1,000,000.00	FHMS K-091 A2 3.505 03/25/2029		2,920.83	2,920.83
12/25/2025	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33
12/25/2025	Coupon	3137FRUT6	1,250,000.00	FHMS K-106 A2 2.069 01/25/2030		2,155.21	2,155.21
12/25/2025	Coupon	3137H9D71	1,000,000.00	FHMS K-750 A2 3.0 09/25/2029		2,500.00	2,500.00
12/25/2025	Coupon	3137HA4B9	1,500,000.00	FHMS K-751 A2 4.412 03/25/2030		5,515.00	5,515.00
12/26/2025	Coupon	437076DC3	1,250,000.00	HOME DEPOT INC 4.75 06/25/2029		29,687.50	29,687.50
12/31/2025	Coupon	91282CBC4	1,250,000.00	UNITED STATES TREASURY 0.375 12/31/2025		2,343.75	2,343.75
12/31/2025	Final Maturity	91282CBC4	1,250,000.00	UNITED STATES TREASURY 0.375 12/31/2025	1,250,000.00		1,250,000.00
12/31/2025	Coupon	91282CDQ1	1,500,000.00	UNITED STATES TREASURY 1.25 12/31/2026		9,375.00	9,375.00
12/31/2025	Coupon	91282CHK0	1,500,000.00	UNITED STATES TREASURY 4.0 06/30/2028		30,000.00	30,000.00
12/31/2025	Coupon	91282CMD0	1,500,000.00	UNITED STATES TREASURY 4.375 12/31/2029		32,812.50	32,812.50
December 2025 Total					**2,145,000.00**	**315,394.79**	**2,460,394.79**
JANUARY 2026							
01/12/2026	Coupon	459058KT9	1,500,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028		26,250.00	26,250.00
01/12/2026	Coupon	69371RS31	500,000.00	PACCAR FINANCIAL CORP 4.6 01/10/2028		11,500.00	11,500.00
01/14/2026	Coupon	24422EXB0	535,000.00	JOHN DEERE CAPITAL CORP 4.95 07/14/2028		13,241.25	13,241.25
01/15/2026	Coupon	91282CNM9	2,250,000.00	UNITED STATES TREASURY 3.875 07/15/2028		43,593.75	43,593.75
01/20/2026	Coupon	025816EJ4	1,500,000.00	AMERICAN EXPRESS CO 4.351 07/20/2029		31,726.04	31,726.04
01/20/2026	Coupon	3133EPW84	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.875 01/18/2029		38,750.00	38,750.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/23/2026	Coupon	46647PEB8	750,000.00	JPMORGAN CHASE & CO 5.012 01/23/2030		18,795.00	18,795.00
01/26/2026	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
01/26/2026	Coupon	3137FJKE8	1,250,000.00	FHMS K-082 A2 3.92 09/25/2028		4,083.33	4,083.33
01/26/2026	Coupon	3137FJZ93	1,000,000.00	FHMS K-084 A2 3.78 10/25/2028		3,150.00	3,150.00
01/26/2026	Coupon	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029		3,075.00	3,075.00
01/26/2026	Coupon	3137FLN91	1,000,000.00	FHMS K-091 A2 3.505 03/25/2029		2,920.83	2,920.83
01/26/2026	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33
01/26/2026	Coupon	3137FRUT6	1,250,000.00	FHMS K-106 A2 2.069 01/25/2030		2,155.21	2,155.21
01/26/2026	Coupon	3137H9D71	1,000,000.00	FHMS K-750 A2 3.0 09/25/2029		2,500.00	2,500.00
01/26/2026	Coupon	3137HA4B9	1,500,000.00	FHMS K-751 A2 4.412 03/25/2030		5,515.00	5,515.00
01/30/2026	Coupon	3133EPZY4	1,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026		25,000.00	25,000.00
January 2026 Total						**237,707.08**	**237,707.08**
FEBRUARY 2026							
02/02/2026	Coupon	756109CW2	1,500,000.00	REALTY INCOME CORP 3.95 02/01/2029		18,927.08	18,927.08
02/02/2026	Coupon	912828Z78	1,500,000.00	UNITED STATES TREASURY 1.5 01/31/2027		11,250.00	11,250.00
02/02/2026	Coupon	91282CBH3	1,250,000.00	UNITED STATES TREASURY 0.375 01/31/2026		2,343.75	2,343.75
02/02/2026	Final Maturity	91282CBH3	1,250,000.00	UNITED STATES TREASURY 0.375 01/31/2026	1,250,000.00		1,250,000.00
02/02/2026	Coupon	91282CCP4	1,500,000.00	UNITED STATES TREASURY 0.625 07/31/2026		4,687.50	4,687.50
02/02/2026	Coupon	91282CGH8	2,000,000.00	UNITED STATES TREASURY 3.5 01/31/2028		35,000.00	35,000.00
02/02/2026	Coupon	91282CLC3	2,000,000.00	UNITED STATES TREASURY 4.0 07/31/2029		40,000.00	40,000.00
02/02/2026	Coupon	91282CMG3	1,250,000.00	UNITED STATES TREASURY 4.25 01/31/2030		26,562.50	26,562.50
02/02/2026	Coupon	91282CNN7	1,500,000.00	UNITED STATES TREASURY 3.875 07/31/2030		29,062.50	29,062.50
02/09/2026	Coupon	532457CK2	1,250,000.00	ELI LILLY AND CO 4.5 02/09/2029		28,125.00	28,125.00
02/09/2026	Coupon	63743HFX5	1,000,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.95 02/07/2030		24,750.00	24,750.00
02/17/2026	Coupon	9128282A7	1,600,000.00	UNITED STATES TREASURY 1.5 08/15/2026		12,000.00	12,000.00
02/17/2026	Coupon	9128284V9	1,750,000.00	UNITED STATES TREASURY 2.875 08/15/2028		25,156.25	25,156.25
02/17/2026	Coupon	912828V98	1,700,000.00	UNITED STATES TREASURY 2.25 02/15/2027		19,125.00	19,125.00
02/17/2026	Coupon	91282CGL9	1,500,000.00	UNITED STATES TREASURY 4.0 02/15/2026		30,000.00	30,000.00
02/17/2026	Final Maturity	91282CGL9	1,500,000.00	UNITED STATES TREASURY 4.0 02/15/2026	1,500,000.00		1,500,000.00
02/18/2026	Coupon	06428CAA2	1,000,000.00	BANK OF AMERICA NA 5.526 08/18/2026		27,630.00	27,630.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/18/2026	Coupon	713448FL7	1,000,000.00	PEPSICO INC 3.6 02/18/2028		18,000.00	18,000.00
02/25/2026	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
02/25/2026	Coupon	3137FJKE8	1,250,000.00	FHMS K-082 A2 3.92 09/25/2028		4,083.33	4,083.33
02/25/2026	Coupon	3137FJZ93	1,000,000.00	FHMS K-084 A2 3.78 10/25/2028		3,150.00	3,150.00
02/25/2026	Coupon	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029		3,075.00	3,075.00
02/25/2026	Coupon	3137FLN91	1,000,000.00	FHMS K-091 A2 3.505 03/25/2029		2,920.83	2,920.83
02/25/2026	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33
02/25/2026	Coupon	3137FRUT6	1,250,000.00	FHMS K-106 A2 2.069 01/25/2030		2,155.21	2,155.21
02/25/2026	Coupon	3137H9D71	1,000,000.00	FHMS K-750 A2 3.0 09/25/2029		2,500.00	2,500.00
02/25/2026	Coupon	3137HA4B9	1,500,000.00	FHMS K-751 A2 4.412 03/25/2030		5,515.00	5,515.00
02/26/2026	Coupon	17275RBR2	1,250,000.00	CISCO SYSTEMS INC 4.85 02/26/2029		30,312.50	30,312.50
02/26/2026	Coupon	3133EPLC7	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 02/26/2026		41,250.00	41,250.00
02/26/2026	Final Maturity	3133EPLC7	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 02/26/2026	2,000,000.00		2,000,000.00
02/27/2026	Coupon	14913UAJ9	1,250,000.00	CATERPILLAR FINANCIAL SERVICES CORP 4.85 02/27/2029		30,312.50	30,312.50
February 2026 Total					**4,750,000.00**	**483,345.62**	**5,233,345.62**
MARCH 2026							
03/02/2026	Coupon	91282CFH9	1,500,000.00	UNITED STATES TREASURY 3.125 08/31/2027		23,437.50	23,437.50
03/02/2026	Coupon	91282CFJ5	2,000,000.00	UNITED STATES TREASURY 3.125 08/31/2029		31,250.00	31,250.00
03/02/2026	Coupon	91282CGQ8	2,000,000.00	UNITED STATES TREASURY 4.0 02/28/2030		40,000.00	40,000.00
03/09/2026	Coupon	3130AWTR1	1,600,000.00	FEDERAL HOME LOAN BANKS 4.375 09/08/2028		35,000.00	35,000.00
03/09/2026	Coupon	57636QAW4	1,000,000.00	MASTERCARD INC 4.875 03/09/2028		24,375.00	24,375.00
03/09/2026	Coupon	931142EX7	750,000.00	WALMART INC 3.95 09/09/2027		14,812.50	14,812.50
03/13/2026	Coupon	3130AUU36	1,000,000.00	FEDERAL HOME LOAN BANKS 4.125 03/13/2026		20,625.00	20,625.00
03/13/2026	Final Maturity	3130AUU36	1,000,000.00	FEDERAL HOME LOAN BANKS 4.125 03/13/2026	1,000,000.00		1,000,000.00
03/16/2026	Coupon	084664CZ2	500,000.00	BERKSHIRE HATHAWAY FINANCE CORP 2.3 03/15/2027		5,750.00	5,750.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/16/2026	Coupon	09247XAN1	750,000.00	BLACKROCK FINANCE INC 3.2 03/15/2027		12,000.00	12,000.00
03/16/2026	Coupon	09290DAA9	750,000.00	BLACKROCK INC 4.7 03/14/2029		17,625.00	17,625.00
03/18/2026	Coupon	4581X0DC9	2,000,000.00	INTER-AMERICAN DEVELOPMENT BANK 3.125 09/18/2028		31,250.00	31,250.00
03/18/2026	Coupon	857477CL5	1,000,000.00	STATE STREET CORP 4.993 03/18/2027		24,965.00	24,965.00
03/25/2026	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
03/25/2026	Coupon	3137FJKE8	1,250,000.00	FHMS K-082 A2 3.92 09/25/2028		4,083.33	4,083.33
03/25/2026	Coupon	3137FJZ93	1,000,000.00	FHMS K-084 A2 3.78 10/25/2028		3,150.00	3,150.00
03/25/2026	Coupon	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029		3,075.00	3,075.00
03/25/2026	Coupon	3137FLN91	1,000,000.00	FHMS K-091 A2 3.505 03/25/2029		2,920.83	2,920.83
03/25/2026	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33
03/25/2026	Coupon	3137FRUT6	1,250,000.00	FHMS K-106 A2 2.069 01/25/2030		2,155.21	2,155.21
03/25/2026	Coupon	3137H9D71	1,000,000.00	FHMS K-750 A2 3.0 09/25/2029		2,500.00	2,500.00
03/25/2026	Coupon	3137HA4B9	1,500,000.00	FHMS K-751 A2 4.412 03/25/2030		5,515.00	5,515.00
03/31/2026	Coupon	91282CBT7	1,500,000.00	UNITED STATES TREASURY 0.75 03/31/2026		5,625.00	5,625.00
03/31/2026	Final Maturity	91282CBT7	1,500,000.00	UNITED STATES TREASURY 0.75 03/31/2026	1,500,000.00		1,500,000.00
03/31/2026	Coupon	91282CCZ2	1,000,000.00	UNITED STATES TREASURY 0.875 09/30/2026		4,375.00	4,375.00
03/31/2026	Coupon	91282CGT2	2,000,000.00	UNITED STATES TREASURY 3.625 03/31/2028		36,250.00	36,250.00
03/31/2026	Coupon	91282CMV0	1,500,000.00	UNITED STATES TREASURY 3.875 03/31/2027		29,062.50	29,062.50
March 2026 Total					**2,500,000.00**	**385,253.54**	**2,885,253.54**
APRIL 2026							
04/10/2026	Coupon	3133ERAK7	1,750,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.375 04/10/2029		38,281.25	38,281.25
04/13/2026	Coupon	023135CF1	500,000.00	AMAZON.COM INC 3.3 04/13/2027		8,250.00	8,250.00
04/15/2026	Coupon	91282CMW8	750,000.00	UNITED STATES TREASURY 3.75 04/15/2028		14,062.50	14,062.50
04/15/2026	Coupon	91324PDE9	750,000.00	UNITEDHEALTH GROUP INC 2.95 10/15/2027		11,062.50	11,062.50
04/27/2026	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
04/27/2026	Coupon	3137FJKE8	1,250,000.00	FHMS K-082 A2 3.92 09/25/2028		4,083.33	4,083.33
04/27/2026	Coupon	3137FJZ93	1,000,000.00	FHMS K-084 A2 3.78 10/25/2028		3,150.00	3,150.00
04/27/2026	Coupon	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029		3,075.00	3,075.00
04/27/2026	Coupon	3137FLN91	1,000,000.00	FHMS K-091 A2 3.505 03/25/2029		2,920.83	2,920.83
04/27/2026	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/27/2026	Coupon	3137FRUT6	1,250,000.00	FHMS K-106 A2 2.069 01/25/2030		2,155.21	2,155.21
04/27/2026	Coupon	3137H9D71	1,000,000.00	FHMS K-750 A2 3.0 09/25/2029		2,500.00	2,500.00
04/27/2026	Coupon	3137HA4B9	1,500,000.00	FHMS K-751 A2 4.412 03/25/2030		5,515.00	5,515.00
04/28/2026	Coupon	3133EPHH1	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.0 04/28/2026		40,000.00	40,000.00
04/28/2026	Final Maturity	3133EPHH1	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.0 04/28/2026	2,000,000.00		2,000,000.00
04/30/2026	Coupon	61690U7W4	1,000,000.00	MORGAN STANLEY BANK NA 5.882 10/30/2026		29,410.00	29,410.00
04/30/2026	Coupon	9128286S4	1,300,000.00	UNITED STATES TREASURY 2.375 04/30/2026		15,437.50	15,437.50
04/30/2026	Final Maturity	9128286S4	1,300,000.00	UNITED STATES TREASURY 2.375 04/30/2026	1,300,000.00		1,300,000.00
04/30/2026	Coupon	91282CEN7	1,500,000.00	UNITED STATES TREASURY 2.75 04/30/2027		20,625.00	20,625.00
04/30/2026	Coupon	91282CLR0	1,500,000.00	UNITED STATES TREASURY 4.125 10/31/2029		30,937.50	30,937.50
April 2026 Total					**3,300,000.00**	**236,917.29**	**3,536,917.29**
MAY 2026							
05/01/2026	Coupon	194162AT0	1,000,000.00	COLGATE-PALMOLIVE CO 4.2 05/01/2030		21,000.00	21,000.00
05/04/2026	Coupon	00440EAV9	1,000,000.00	CHUBB INA HOLDINGS LLC 3.35 05/03/2026		16,750.00	16,750.00
05/04/2026	Final Maturity	00440EAV9	1,000,000.00	CHUBB INA HOLDINGS LLC 3.35 05/03/2026	1,000,000.00		1,000,000.00
05/11/2026	Coupon	665859AW4	750,000.00	NORTHERN TRUST CORP 4.0 05/10/2027		15,000.00	15,000.00
05/13/2026	Coupon	037833DK3	1,000,000.00	APPLE INC 3.0 11/13/2027		15,000.00	15,000.00
05/13/2026	Coupon	3133EPC45	2,500,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.625 11/13/2028		57,812.50	57,812.50
05/15/2026	Coupon	90331HPS6	1,250,000.00	US BANK NA 4.73 05/15/2028		29,562.50	29,562.50
05/15/2026	Coupon	9128283F5	1,150,000.00	UNITED STATES TREASURY 2.25 11/15/2027		12,937.50	12,937.50
05/18/2026	Coupon	58933YBH7	1,000,000.00	MERCK & CO INC 4.05 05/17/2028		20,250.00	20,250.00
05/25/2026	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
05/25/2026	Coupon	3137FJKE8	1,250,000.00	FHMS K-082 A2 3.92 09/25/2028		4,083.33	4,083.33
05/25/2026	Coupon	3137FJZ93	1,000,000.00	FHMS K-084 A2 3.78 10/25/2028		3,150.00	3,150.00
05/25/2026	Coupon	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029		3,075.00	3,075.00
05/25/2026	Coupon	3137FLN91	1,000,000.00	FHMS K-091 A2 3.505 03/25/2029		2,920.83	2,920.83
05/25/2026	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33
05/25/2026	Coupon	3137FRUT6	1,250,000.00	FHMS K-106 A2 2.069 01/25/2030		2,155.21	2,155.21
05/25/2026	Coupon	3137H9D71	1,000,000.00	FHMS K-750 A2 3.0 09/25/2029		2,500.00	2,500.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/25/2026	Coupon	3137HA4B9	1,500,000.00	FHMS K-751 A2 4.412 03/25/2030		5,515.00	5,515.00
May 2026 Total					**1,000,000.00**	**217,163.54**	**1,217,163.54**
JUNE 2026							
06/01/2026	Coupon	91282CCF6	1,500,000.00	UNITED STATES TREASURY 0.75 05/31/2026		5,625.00	5,625.00
06/01/2026	Final Maturity	91282CCF6	1,500,000.00	UNITED STATES TREASURY 0.75 05/31/2026	1,500,000.00		1,500,000.00
06/01/2026	Coupon	91282CDK4	1,000,000.00	UNITED STATES TREASURY 1.25 11/30/2026		6,250.00	6,250.00
06/01/2026	Coupon	91282CES6	1,000,000.00	UNITED STATES TREASURY 2.75 05/31/2029		13,750.00	13,750.00
06/08/2026	Coupon	3130B1BC0	1,200,000.00	FEDERAL HOME LOAN BANKS 4.625 06/08/2029		27,750.00	27,750.00
06/11/2026	Coupon	24422EXT1	750,000.00	JOHN DEERE CAPITAL CORP 4.85 06/11/2029		18,187.50	18,187.50
06/11/2026	Coupon	3130B1EF0	2,000,000.00	FEDERAL HOME LOAN BANKS 4.625 06/11/2027		46,250.00	46,250.00
06/12/2026	Coupon	3130AWLZ1	1,000,000.00	FEDERAL HOME LOAN BANKS 4.75 06/12/2026		23,750.00	23,750.00
06/12/2026	Final Maturity	3130AWLZ1	1,000,000.00	FEDERAL HOME LOAN BANKS 4.75 06/12/2026	1,000,000.00		1,000,000.00
06/15/2026	Coupon	91282CHH7	1,000,000.00	UNITED STATES TREASURY 4.125 06/15/2026		20,625.00	20,625.00
06/15/2026	Final Maturity	91282CHH7	1,000,000.00	UNITED STATES TREASURY 4.125 06/15/2026	1,000,000.00		1,000,000.00
06/25/2026	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
06/25/2026	Coupon	3137FJKE8	1,250,000.00	FHMS K-082 A2 3.92 09/25/2028		4,083.33	4,083.33
06/25/2026	Coupon	3137FJZ93	1,000,000.00	FHMS K-084 A2 3.78 10/25/2028		3,150.00	3,150.00
06/25/2026	Coupon	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029		3,075.00	3,075.00
06/25/2026	Coupon	3137FLN91	1,000,000.00	FHMS K-091 A2 3.505 03/25/2029		2,920.83	2,920.83
06/25/2026	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33
06/25/2026	Coupon	3137FRUT6	1,250,000.00	FHMS K-106 A2 2.069 01/25/2030		2,155.21	2,155.21
06/25/2026	Coupon	3137H9D71	1,000,000.00	FHMS K-750 A2 3.0 09/25/2029		2,500.00	2,500.00
06/25/2026	Coupon	3137HA4B9	1,500,000.00	FHMS K-751 A2 4.412 03/25/2030		5,515.00	5,515.00
06/25/2026	Coupon	437076DC3	1,250,000.00	HOME DEPOT INC 4.75 06/25/2029		29,687.50	29,687.50
06/30/2026	Coupon	91282CDQ1	1,500,000.00	UNITED STATES TREASURY 1.25 12/31/2026		9,375.00	9,375.00
06/30/2026	Coupon	91282CHK0	1,500,000.00	UNITED STATES TREASURY 4.0 06/30/2028		30,000.00	30,000.00
06/30/2026	Coupon	91282CMD0	1,500,000.00	UNITED STATES TREASURY 4.375 12/31/2029		32,812.50	32,812.50
June 2026 Total					**3,500,000.00**	**292,913.54**	**3,792,913.54**
JULY 2026							
07/10/2026	Coupon	69371RS31	500,000.00	PACCAR FINANCIAL CORP 4.6 01/10/2028		11,500.00	11,500.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/13/2026	Coupon	459058KT9	1,500,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028		26,250.00	26,250.00
07/14/2026	Coupon	24422EXB0	535,000.00	JOHN DEERE CAPITAL CORP 4.95 07/14/2028		13,241.25	13,241.25
07/15/2026	Coupon	91282CNM9	2,250,000.00	UNITED STATES TREASURY 3.875 07/15/2028		43,593.75	43,593.75
07/20/2026	Coupon	025816EJ4	1,500,000.00	AMERICAN EXPRESS CO 4.351 07/20/2029		32,632.50	32,632.50
07/20/2026	Coupon	06428CAA2	1,000,000.00	BANK OF AMERICA NA 5.526 08/18/2026		23,025.00	23,025.00
07/20/2026	Effective Maturity	06428CAA2	1,000,000.00	BANK OF AMERICA NA 5.526 08/18/2026	1,000,000.00		1,000,000.00
07/20/2026	Coupon	3133EPW84	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.875 01/18/2029		38,750.00	38,750.00
07/23/2026	Coupon	46647PEB8	750,000.00	JPMORGAN CHASE & CO 5.012 01/23/2030		18,795.00	18,795.00
07/27/2026	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
07/27/2026	Coupon	3137FJKE8	1,250,000.00	FHMS K-082 A2 3.92 09/25/2028		4,083.33	4,083.33
07/27/2026	Coupon	3137FJZ93	1,000,000.00	FHMS K-084 A2 3.78 10/25/2028		3,150.00	3,150.00
07/27/2026	Coupon	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029		3,075.00	3,075.00
07/27/2026	Coupon	3137FLN91	1,000,000.00	FHMS K-091 A2 3.505 03/25/2029		2,920.83	2,920.83
07/27/2026	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33
07/27/2026	Coupon	3137FRUT6	1,250,000.00	FHMS K-106 A2 2.069 01/25/2030		2,155.21	2,155.21
07/27/2026	Coupon	3137H9D71	1,000,000.00	FHMS K-750 A2 3.0 09/25/2029		2,500.00	2,500.00
07/27/2026	Coupon	3137HA4B9	1,500,000.00	FHMS K-751 A2 4.412 03/25/2030		5,515.00	5,515.00
07/30/2026	Coupon	3133EPZY4	1,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026		25,000.00	25,000.00
07/30/2026	Final Maturity	3133EPZY4	1,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026	1,000,000.00		1,000,000.00
07/31/2026	Coupon	912828Z78	1,500,000.00	UNITED STATES TREASURY 1.5 01/31/2027		11,250.00	11,250.00
07/31/2026	Coupon	91282CCP4	1,500,000.00	UNITED STATES TREASURY 0.625 07/31/2026		4,687.50	4,687.50
07/31/2026	Final Maturity	91282CCP4	1,500,000.00	UNITED STATES TREASURY 0.625 07/31/2026	1,500,000.00		1,500,000.00
07/31/2026	Coupon	91282CGH8	2,000,000.00	UNITED STATES TREASURY 3.5 01/31/2028		35,000.00	35,000.00
07/31/2026	Coupon	91282CLC3	2,000,000.00	UNITED STATES TREASURY 4.0 07/31/2029		40,000.00	40,000.00
07/31/2026	Coupon	91282CMG3	1,250,000.00	UNITED STATES TREASURY 4.25 01/31/2030		26,562.50	26,562.50
07/31/2026	Coupon	91282CNN7	1,500,000.00	UNITED STATES TREASURY 3.875 07/31/2030		29,062.50	29,062.50
July 2026 Total					**3,500,000.00**	**408,201.04**	**3,908,201.04**
AUGUST 2026							

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/03/2026	Coupon	756109CW2	1,500,000.00	REALTY INCOME CORP 3.95 02/01/2029		29,625.00	29,625.00
08/07/2026	Coupon	63743HFX5	1,000,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.95 02/07/2030		24,750.00	24,750.00
08/10/2026	Coupon	532457CK2	1,250,000.00	ELI LILLY AND CO 4.5 02/09/2029		28,125.00	28,125.00
08/17/2026	Coupon	9128282A7	1,600,000.00	UNITED STATES TREASURY 1.5 08/15/2026		12,000.00	12,000.00
08/17/2026	Final Maturity	9128282A7	1,600,000.00	UNITED STATES TREASURY 1.5 08/15/2026	1,600,000.00		1,600,000.00
08/17/2026	Coupon	9128284V9	1,750,000.00	UNITED STATES TREASURY 2.875 08/15/2028		25,156.25	25,156.25
08/17/2026	Coupon	912828V98	1,700,000.00	UNITED STATES TREASURY 2.25 02/15/2027		19,125.00	19,125.00
08/18/2026	Coupon	713448FL7	1,000,000.00	PEPSICO INC 3.6 02/18/2028		18,000.00	18,000.00
08/25/2026	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
08/25/2026	Coupon	3137FJKE8	1,250,000.00	FHMS K-082 A2 3.92 09/25/2028		4,083.33	4,083.33
08/25/2026	Coupon	3137FJZ93	1,000,000.00	FHMS K-084 A2 3.78 10/25/2028		3,150.00	3,150.00
08/25/2026	Coupon	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029		3,075.00	3,075.00
08/25/2026	Coupon	3137FLN91	1,000,000.00	FHMS K-091 A2 3.505 03/25/2029		2,920.83	2,920.83
08/25/2026	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33
08/25/2026	Coupon	3137FRUT6	1,250,000.00	FHMS K-106 A2 2.069 01/25/2030		2,155.21	2,155.21
08/25/2026	Coupon	3137H9D71	1,000,000.00	FHMS K-750 A2 3.0 09/25/2029		2,500.00	2,500.00
08/25/2026	Coupon	3137HA4B9	1,500,000.00	FHMS K-751 A2 4.412 03/25/2030		5,515.00	5,515.00
08/26/2026	Coupon	17275RBR2	1,250,000.00	CISCO SYSTEMS INC 4.85 02/26/2029		30,312.50	30,312.50
08/27/2026	Coupon	14913UAJ9	1,250,000.00	CATERPILLAR FINANCIAL SERVICES CORP 4.85 02/27/2029		30,312.50	30,312.50
08/31/2026	Coupon	91282CFH9	1,500,000.00	UNITED STATES TREASURY 3.125 08/31/2027		23,437.50	23,437.50
08/31/2026	Coupon	91282CFJ5	2,000,000.00	UNITED STATES TREASURY 3.125 08/31/2029		31,250.00	31,250.00
08/31/2026	Coupon	91282CGQ8	2,000,000.00	UNITED STATES TREASURY 4.0 02/28/2030		40,000.00	40,000.00
August 2026 Total					**1,600,000.00**	**340,944.79**	**1,940,944.79**
SEPTEMBER 2026							
09/08/2026	Coupon	3130AWTR1	1,600,000.00	FEDERAL HOME LOAN BANKS 4.375 09/08/2028		35,000.00	35,000.00
09/09/2026	Coupon	57636QAW4	1,000,000.00	MASTERCARD INC 4.875 03/09/2028		24,375.00	24,375.00
09/09/2026	Coupon	931142EX7	750,000.00	WALMART INC 3.95 09/09/2027		14,812.50	14,812.50
09/14/2026	Coupon	09290DAA9	750,000.00	BLACKROCK INC 4.7 03/14/2029		17,625.00	17,625.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/15/2026	Coupon	084664CZ2	500,000.00	BERKSHIRE HATHAWAY FINANCE CORP 2.3 03/15/2027		5,750.00	5,750.00
09/15/2026	Coupon	09247XAN1	750,000.00	BLACKROCK FINANCE INC 3.2 03/15/2027		12,000.00	12,000.00
09/18/2026	Coupon	4581X0DC9	2,000,000.00	INTER-AMERICAN DEVELOPMENT BANK 3.125 09/18/2028		31,250.00	31,250.00
09/18/2026	Coupon	857477CL5	1,000,000.00	STATE STREET CORP 4.993 03/18/2027		24,965.00	24,965.00
09/25/2026	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
09/25/2026	Coupon	3137FJKE8	1,250,000.00	FHMS K-082 A2 3.92 09/25/2028		4,083.33	4,083.33
09/25/2026	Coupon	3137FJZ93	1,000,000.00	FHMS K-084 A2 3.78 10/25/2028		3,150.00	3,150.00
09/25/2026	Coupon	3137FKZZ2	1,000,000.00	FHMS K-088 A2 3.69 01/25/2029		3,075.00	3,075.00
09/25/2026	Coupon	3137FLN91	1,000,000.00	FHMS K-091 A2 3.505 03/25/2029		2,920.83	2,920.83
09/25/2026	Coupon	3137FLYV0	1,000,000.00	FHMS K-092 A2 3.298 04/25/2029		2,748.33	2,748.33
09/25/2026	Coupon	3137FRUT6	1,250,000.00	FHMS K-106 A2 2.069 01/25/2030		2,155.21	2,155.21
09/25/2026	Coupon	3137H9D71	1,000,000.00	FHMS K-750 A2 3.0 09/25/2029		2,500.00	2,500.00
09/25/2026	Coupon	3137HA4B9	1,500,000.00	FHMS K-751 A2 4.412 03/25/2030		5,515.00	5,515.00
09/30/2026	Coupon	61690U7W4	1,000,000.00	MORGAN STANLEY BANK NA 5.882 10/30/2026		24,508.33	24,508.33
09/30/2026	Effective Maturity	61690U7W4	1,000,000.00	MORGAN STANLEY BANK NA 5.882 10/30/2026	1,000,000.00		1,000,000.00
09/30/2026	Coupon	91282CCZ2	1,000,000.00	UNITED STATES TREASURY 0.875 09/30/2026		4,375.00	4,375.00
09/30/2026	Final Maturity	91282CCZ2	1,000,000.00	UNITED STATES TREASURY 0.875 09/30/2026	1,000,000.00		1,000,000.00
09/30/2026	Coupon	91282CGT2	2,000,000.00	UNITED STATES TREASURY 3.625 03/31/2028		36,250.00	36,250.00
09/30/2026	Coupon	91282CMV0	1,500,000.00	UNITED STATES TREASURY 3.875 03/31/2027		29,062.50	29,062.50
September 2026 Total					**2,000,000.00**	**288,824.37**	**2,288,824.37**
Grand Total			**310,510,000.00**		**26,395,000.00**	**3,415,829.16**	**29,810,829.16**

PORTFOLIO SUMMARY

City of Buena Park Liquid | Account #406 | As of October 31, 2025

Portfolio Characteristics

Average Modified Duration	0.00
Average Coupon	4.12%
Average Purchase YTM	4.13%
Average Market YTM	4.12%
Average Credit Quality*	AAA
Average Final Maturity	0.00
Average Life	0.00

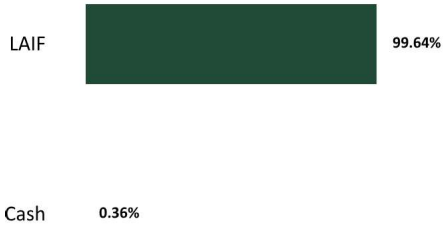
Account Summary

	End Values as of 09/30/2025	End Values as of 10/31/2025
Market Value	19,971,800.79	24,064,126.89
Accrued Interest	0.00	0.00
Total Market Value	**19,971,800.79**	**24,064,126.89**
Income Earned	0.00	276,425.11
Cont/WD	(3,500,000.00)	4,000,000.00
Par	19,971,800.79	24,064,126.89
Book Value	19,971,800.79	24,064,126.89
Cost Value	19,971,800.79	24,064,126.89

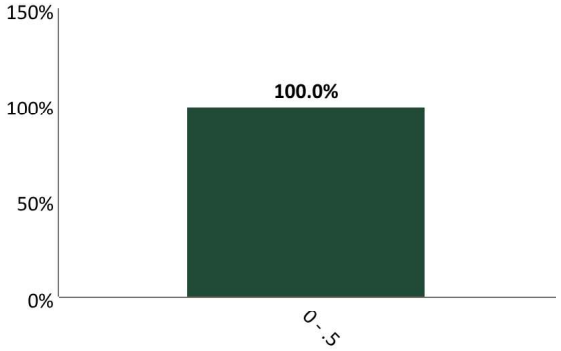
Top Issuers

LAIF	99.64%

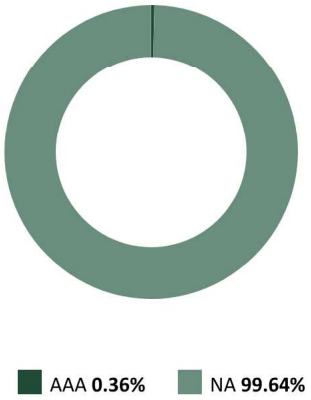
Sector Allocation



Maturity Distribution



Credit Quality*



Performance Review

Total Rate of Return**	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (01/01/06)
City of Buena Park Liquid	0.38%	1.08%	3.75%	4.53%	4.48%	4.05%	2.65%	2.15%	1.94%
Benchmark Return	0.35%	1.08%	3.53%	4.34%	4.86%	4.83%	3.04%	2.12%	1.69%

*The average credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.
**Periods over 1 year are annualized.
Benchmark: ICE BofA 3-Month US Treasury Bill Index

RECONCILIATION SUMMARY

City of Buena Park Liquid | Account #406 | As of October 31, 2025

Maturities / Calls

Month to Date	**0.00**
Fiscal Year to Date	**0.00**

Principal Paydowns

Month to Date	**0.00**
Fiscal Year to Date	**0.00**

Purchases

Month to Date	**5,276,425.11**
Fiscal Year to Date	**5,624,575.63**

Sales

Month to Date	**(1,000,000.00)**
Fiscal Year to Date	**(17,500,000.00)**

Interest Received

Month to Date	**276,425.11**
Fiscal Year to Date	**624,575.63**

Purchased / Sold Interest

Month to Date	**0.00**
Fiscal Year to Date	**0.00**

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Book Value	19,971,800.79	36,168,804.65
Maturities/Calls	0.00	0.00
Principal Paydowns	0.00	0.00
Purchases	5,276,425.11	5,624,575.63
Sales	(1,000,000.00)	(17,500,000.00)
Change in Cash, Payables, Receivables	(184,099.01)	(229,253.39)
Amortization/Accretion	0.00	0.00
Realized Gain (Loss)	0.00	0.00
Ending Book Value	24,064,126.89	24,064,126.89

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Market Value	19,971,800.79	36,168,804.65
Maturities/Calls	0.00	0.00
Principal Paydowns	0.00	0.00
Purchases	5,276,425.11	5,624,575.63
Sales	(1,000,000.00)	(17,500,000.00)
Change in Cash, Payables, Receivables	(184,099.01)	(229,253.39)
Amortization/Accretion	0.00	0.00
Change in Net Unrealized Gain (Loss)	0.00	0.00
Realized Gain (Loss)	0.00	0.00
Ending Market Value	24,064,126.89	24,064,126.89

HOLDINGS REPORT

City of Buena Park Liquid | Account #406 | As of October 31, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
CASH									
CCYUSD	Receivable	85,785.47	--	85,785.47	1.00	85,785.47	0.36%	Aaa/AAA	0.00
				85,785.47	0.00%	0.00	0.00	AAA	0.00
				85,785.47	**1.00**	**85,785.47**	**0.36%**		**0.00**
Total Cash		**85,785.47**		**85,785.47**	**0.00%**	**0.00**	**0.00**		**0.00**
LAIF									
90LAIF$00	Local Agency Investment Fund State Pool	23,978,341.42	--	23,978,341.42	1.00	23,978,341.42	99.64%	NA/NA	0.00
			4.13%	23,978,341.42	4.13%	0.00	0.00	NA	0.00
				23,978,341.42	**1.00**	**23,978,341.42**	**99.64%**		**0.00**
Total LAIF		**23,978,341.42**	**4.13%**	**23,978,341.42**	**4.13%**	**0.00**	**0.00**		**0.00**
				24,064,126.89	**1.00**	**24,064,126.89**	**100.00%**		**0.00**
Total Portfolio		**24,064,126.89**	**4.13%**	**24,064,126.89**	**4.12%**	**0.00**	**0.00**		**0.00**
Total Market Value + Accrued						**24,064,126.89**			

TRANSACTION LEDGER

City of Buena Park Liquid | Account #406 | As of October 31, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	10/01/2025	90LAIF$00	5,000,000.00	Local Agency Investment Fund State Pool	1.000	4.18%	(5,000,000.00)	0.00	(5,000,000.00)	0.00
Purchase	10/15/2025	90LAIF$00	276,425.11	Local Agency Investment Fund State Pool	1.000	4.15%	(276,425.11)	0.00	(276,425.11)	0.00
Total Purchase			**5,276,425.11**				**(5,276,425.11)**	**0.00**	**(5,276,425.11)**	**0.00**
TOTAL ACQUISITIONS			**5,276,425.11**				**(5,276,425.11)**	**0.00**	**(5,276,425.11)**	**0.00**
DISPOSITIONS										
Sale	10/16/2025	90LAIF$00	(1,000,000.00)	Local Agency Investment Fund State Pool	1.000	4.15%	1,000,000.00	0.00	1,000,000.00	0.00
Total Sale			**(1,000,000.00)**				**1,000,000.00**	**0.00**	**1,000,000.00**	**0.00**
TOTAL DISPOSITIONS			**(1,000,000.00)**				**1,000,000.00**	**0.00**	**1,000,000.00**	**0.00**
OTHER TRANSACTIONS										
Cash Transfer	10/01/2025	CCYUSD	5,000,000.00	Cash		0.00%	5,000,000.00	0.00	5,000,000.00	0.00
Cash Transfer	10/16/2025	CCYUSD	(1,000,000.00)	Cash		0.00%	(1,000,000.00)	0.00	(1,000,000.00)	0.00
Total Cash Transfer			**4,000,000.00**				**4,000,000.00**	**0.00**	**4,000,000.00**	**0.00**
Dividend	10/15/2025	90LAIF$00	0.00	Local Agency Investment Fund State Pool		4.15%	6,540.63	0.00	6,540.63	0.00
Total Dividend			**0.00**				**6,540.63**	**0.00**	**6,540.63**	**0.00**
TOTAL OTHER TRANSACTIONS			**4,000,000.00**				**4,006,540.63**	**0.00**	**4,006,540.63**	**0.00**

INCOME EARNED

City of Buena Park Liquid | Account #406 | As of October 31, 2025

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
CASH & EQUIVALENTS						
CCYUSD	Receivable	85,785.47	269,884.48 0.00 0.00 85,785.47	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
			269,884.48 **0.00** **0.00**	**0.00** **0.00** **0.00**	**0.00** **0.00** **0.00**	
Total Cash & Equivalents		**85,785.47**	**85,785.47**	**0.00**	**0.00**	**0.00**
LAIF						
90LAIF$00	Local Agency Investment Fund State Pool	23,978,341.42	19,701,916.31 5,276,425.11 (1,000,000.00) 23,978,341.42	0.00 276,425.11 0.00 276,425.11	0.00 0.00 0.00 276,425.11	276,425.11
			19,701,916.31 **5,276,425.11** **(1,000,000.00)**	**0.00** **276,425.11** **0.00**	**0.00** **0.00** **0.00**	
Total LAIF		**23,978,341.42**	**23,978,341.42**	**276,425.11**	**276,425.11**	**276,425.11**
			19,971,800.79 **5,276,425.11** **(1,000,000.00)**	**0.00** **276,425.11** **0.00**	**0.00** **0.00** **0.00**	
TOTAL PORTFOLIO		**24,064,126.89**	**24,064,126.89**	**276,425.11**	**276,425.11**	**276,425.11**

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
JANUARY 2026							
01/15/2026	Dividend	90LAIF$00	23,978,341.42	Local Agency Investment Fund State Pool	85,785.47		85,785.47
January 2026 Total					**85,785.47**		**85,785.47**
Grand Total			**23,978,341.42**		**85,785.47**		**85,785.47**

PORTFOLIO SUMMARY

City of Buena Park RDA Series B Bond | Account #10033 | As of October 31, 2025

Portfolio Characteristics

Average Modified Duration	0.00
Average Coupon	3.92%
Average Purchase YTM	3.90%
Average Market YTM	3.91%
Average Credit Quality*	AAA
Average Final Maturity	0.00
Average Life	0.00

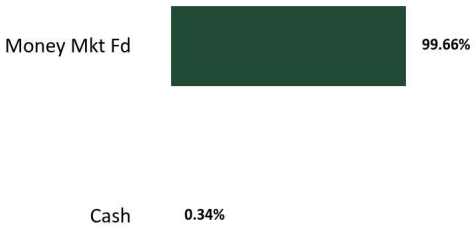
Account Summary

	End Values as of 09/30/2025	End Values as of 10/31/2025
Market Value	1,377,136.47	1,381,808.83
Accrued Interest	0.00	0.00
Total Market Value	**1,377,136.47**	**1,381,808.83**
Income Earned	4,837.23	4,623.62
Cont/WD	0.00	0.00
Par	1,377,136.47	1,381,808.83
Book Value	1,377,136.47	1,381,808.83
Cost Value	1,377,136.47	1,381,808.83

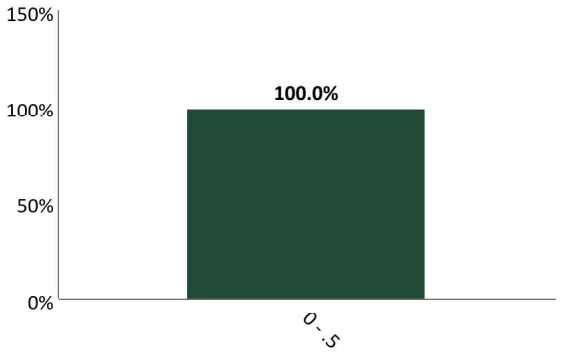
Top Issuers

Federated Hermes, Inc.	99.66%

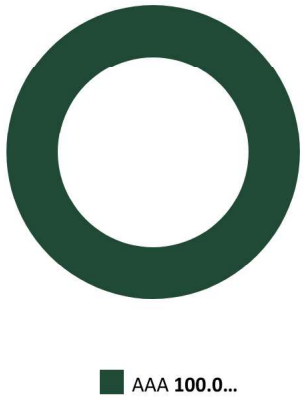
Sector Allocation



Maturity Distribution



Credit Quality*



Performance Review

Total Rate of Return**	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (08/01/08)
Buena Park RDA Series B Bond	0.34%	1.03%	3.52%	4.30%	4.78%	4.70%	2.94%	1.98%	1.62%

*The average credit quality is a weighted average calculation of the highest of S&P, Moody's and Fitch.
**Periods over 1 year are annualized.
Benchmark: NO BENCHMARK REQUIRED

STATEMENT OF COMPLIANCE

City of Buena Park RDA Series B Bond | Account #10033 | As of October 31, 2025

Rules Name	Limit	Actual	Compliance Status	Notes
BANKERS' ACCEPTANCES				
Max % (MV)	100.0	0.0	Compliant	
Max Maturity (Days)	30.0	0.0	Compliant	
Min Rating (A-1 by 1)	0.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	100.0	0.0	Compliant	
Max Maturity (Days)	270.0	0.0	Compliant	
Min Rating (A-1+ by S&P & Moody's)	0.0	0.0	Compliant	
FEDERAL AGENCIES				
Max % (MV)	100.0	0.0	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max Concentration (MV)	75.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	100.0	99.7	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, LOCAL AGENCY)				
Max % (MV)	100.0	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	100.0	0.0	Compliant	
Max Maturity (Days)	30.0	0.0	Compliant	
Min Rating (A-1 by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	0.0	Compliant	

RECONCILIATION SUMMARY

City of Buena Park RDA Series B Bond | Account #10033 | As of October 31, 2025

Maturities / Calls

Month to Date	**0.00**
Fiscal Year to Date	**0.00**

Principal Paydowns

Month to Date	**0.00**
Fiscal Year to Date	**0.00**

Purchases

Month to Date	**4,623.62**
Fiscal Year to Date	**18,948.69**

Sales

Month to Date	**0.00**
Fiscal Year to Date	**0.00**

Interest Received

Month to Date	**4,623.62**
Fiscal Year to Date	**18,948.69**

Purchased / Sold Interest

Month to Date	**0.00**
Fiscal Year to Date	**0.00**

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Book Value	1,377,136.47	1,362,839.12
Maturities/Calls	0.00	0.00
Principal Paydowns	0.00	0.00
Purchases	4,623.62	18,948.69
Sales	0.00	0.00
Change in Cash, Payables, Receivables	48.74	21.02
Amortization/Accretion	0.00	0.00
Realized Gain (Loss)	0.00	0.00
Ending Book Value	1,381,808.83	1,381,808.83

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Market Value	1,377,136.47	1,362,839.12
Maturities/Calls	0.00	0.00
Principal Paydowns	0.00	0.00
Purchases	4,623.62	18,948.69
Sales	0.00	0.00
Change in Cash, Payables, Receivables	48.74	21.02
Amortization/Accretion	0.00	0.00
Change in Net Unrealized Gain (Loss)	0.00	0.00
Realized Gain (Loss)	0.00	0.00
Ending Market Value	1,381,808.83	1,381,808.83

HOLDINGS REPORT

City of Buena Park RDA Series B Bond | Account #10033 | As of October 31, 2025

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
CASH									
CCYUSD	Receivable	4,672.36	--	4,672.36 4,672.36	1.00 0.00%	4,672.36 0.00	0.34% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**4,672.36**		**4,672.36** **4,672.36**	**1.00** **0.00%**	**4,672.36** **0.00**	**0.34%** **0.00**		**0.00** **0.00**
MONEY MARKET FUND									
60934N104	FEDERATED HRMS GV O INST	1,377,136.47	-- 3.90%	1,377,136.47 1,377,136.47	1.00 3.92%	1,377,136.47 0.00	99.66% 0.00	Aaa/ AAAm AAA	0.00 0.00
Total Money Market Fund		**1,377,136.47**	**3.90%**	**1,377,136.47** **1,377,136.47**	**1.00** **3.92%**	**1,377,136.47** **0.00**	**99.66%** **0.00**		**0.00** **0.00**
Total Portfolio		**1,381,808.83**	**3.90%**	**1,381,808.83** **1,381,808.83**	**1.00** **3.91%**	**1,381,808.83** **0.00**	**100.00%** **0.00**		**0.00** **0.00**
Total Market Value + Accrued						**1,381,808.83**			

TRANSACTION LEDGER

City of Buena Park RDA Series B Bond | Account #10033 | As of October 31, 2025

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	10/02/2025	60934N104	4,623.62	FEDERATED HRMS GV O INST	1.000	4.01%	(4,623.62)	0.00	(4,623.62)	0.00
Total Purchase			**4,623.62**				**(4,623.62)**	**0.00**	**(4,623.62)**	**0.00**
TOTAL ACQUISITIONS			**4,623.62**				**(4,623.62)**	**0.00**	**(4,623.62)**	**0.00**
OTHER TRANSACTIONS										
Dividend	10/31/2025	60934N104	0.00	FEDERATED HRMS GV O INST		3.93%	4,672.36	0.00	4,672.36	0.00
Total Dividend			**0.00**				**4,672.36**	**0.00**	**4,672.36**	**0.00**
TOTAL OTHER TRANSACTIONS			**0.00**				**4,672.36**	**0.00**	**4,672.36**	**0.00**

INCOME EARNED

City of Buena Park RDA Series B Bond | Account #10033 | As of October 31, 2025

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
CASH & EQUIVALENTS						
60934N104	FEDERATED HRMS GV O INST	1,377,136.47	1,372,512.85 4,623.62 0.00 1,377,136.47	0.00 4,623.62 0.00 4,623.62	0.00 0.00 0.00 4,623.62	4,623.62
CCYUSD	Receivable	4,672.36	4,623.62 0.00 0.00 4,672.36	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
			1,377,136.47 **4,623.62** **0.00**	**0.00** **4,623.62** **0.00**	**0.00** **0.00** **0.00**	
Total Cash & Equivalents		**1,381,808.83**	**1,381,808.83**	**4,623.62**	**4,623.62**	**4,623.62**
			1,377,136.47 **4,623.62** **0.00**	**0.00** **4,623.62** **0.00**	**0.00** **0.00** **0.00**	
TOTAL PORTFOLIO		**1,381,808.83**	**1,381,808.83**	**4,623.62**	**4,623.62**	**4,623.62**

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
Grand Total							

December 9, 2025
CONSENT CALENDAR
Item No. 5D.

City Council Agenda Report

ADOPT RESOLUTION HONORING AND COMMENDING BUENA PARK POLICE CHIEF FRANK NUNES UPON HIS RETIREMENT

PREPARED BY	PRESENTED BY
Rebecca Valdez, Human Resources Manager	Eddie Fenton, Assistant City Manager/Director of Human Resources
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Eddie Fenton, Assistant City Manager/HR Director	Aaron France, City Manager

RECOMMENDED ACTION

Adopt the resolution.

PREVIOUS CITY COUNCIL ACTION

None.

Attachments

Resolution Frank Nunes.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, HONORING AND COMMENDING FRANK NUNES ON HIS RETIREMENT

WHEREAS, Frank Nunes has served as an employee of the City of Buena Park for over 28 years from April 1, 1997, until his retirement on December 30, 2025; and

WHEREAS, Frank began his career in law enforcement in 1993 with the Sierra Madre Police Department, following his service in the United States Marine Corp. Frank then lateraled over to the City of Buena Park as a Police Officer on April 1, 1997. In July 2001, he was promoted to the rank of Police Corporal. In July 2005, Frank was promoted to the rank of Police Sergeant and was then promoted to the rank of Police Lieutenant in November 2015. In July 2018, he was promoted to the rank of Police Captain, and in October 2022, he was promoted to the position of Police Chief, remaining in that capacity until his retirement on December 30, 2025; and

WHEREAS, Frank's career in law enforcement has included numerous assignments, including Patrol, Burglary Investigator, Robbery/Homicide Investigator, SWAT Team, Detective Bureau, and Professional Standards. He also oversaw the Communications Unit, Training Bureau, managed the ongoing accreditation with the Commission on Accreditation for Law Enforcement ("CALEA"), and served as the Patrol Watch Commander, and Commander of both the Operations and Support Services Divisions; and

WHEREAS, Frank has received countless accolades from members of the community and continues his oath of commitment to service. He is a two-time recipient of the Department's award of merit, lifesaving award, and supervisor/manager of the year awards. He is someone who has never faltered from being an outstanding representative of the Department; and

WHEREAS, during Frank's tenure with the Department, he has been involved in nearly every community activity and is a true believer in community service. Because health and fitness are two of his top personal priorities, he made his best effort to keep the Department employees on target towards a balanced life of strength and well-being; and

WHEREAS, the City Council is desirous of recognizing and commending Chief Frank Nunes for his loyal and dedicated service to the City of Buena Park.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK does hereby honor and commend Chief Frank Nunes for his diligent and devoted service to the City of Buena Park and does hereby express appreciation and gratitude to him and further does extend to him best wishes for a long and rewarding retirement.

PASSED AND ADOPTED this 9th day of December 2025, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Mayor

ATTEST:

City Clerk

I, Adria M. Jimenez, MMC, City Clerk of the City of Buena Park, hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park, held this 9th day of December 2025.

City Clerk

December 9, 2025
CONSENT CALENDAR
Item No. 5E.

City Council Agenda Report

APPROVE A PUBLIC WORKS CONTRACT FOR DESIGN-BUILD SERVICES WITH AMERICAN RAMP COMPANY FOR THE PEAK PARK ASPHALT PUMP TRACK PROJECT

PREPARED BY	PRESENTED BY
Jason Tran, Associate Engineer	Jason Tran, Associate Engineer
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Mina Mikhael, Director of Public Works/City Engineer	Aaron France, City Manager

RECOMMENDED ACTION

1) Approve a design-build public works contract with American Ramp Company without a guaranteed minimum and a not-to-exceed amount of $800,000 for the Peak Park Asphalt Pump Track project; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; and, 3) Authorize the City Manager and City Clerk to execute the agreement.

PREVIOUS CITY COUNCIL ACTION

On October 10, 2023, the Community Services Department presented a study session item for a Pump Track at William Peak Park. The City Council directed staff to move forward with the project.

DISCUSSION

The City is initiating the conceptual, design, and construction phase of the Peak Park Asphalt Pump Track project. The footprint of the project is approximately 36,000-SF and will be located within an undeveloped space at William Peak Park. The project will include various improvements such as a complete and fully functional asphalt pump track with various site amenities and landscaping. The proposed asphalt pump track will be a new park amenity that provides recreational activities for bicycles, scooters, skateboards, and roller skates.

On September 25, 2025, staff issued a Request for Proposals (RFP) to retain a contractor to provide design-build services for the subject project. Two (2) proposals were received on October 23, 2025, and were thoroughly evaluated by staff.

Following a thorough evaluation, staff determined that American Ramp Company is the most qualified firm based on their understanding of the scope of work, project schedule, cost-effectiveness, and relevant experience. American Ramp Company has successfully delivered similar design projects for other agencies, such as the Cities of San Clemente, Menifee, and Temecula.

Staff recommends awarding the contract with American Ramp Company for professional design-build services, including plans, specifications, cost estimates, and construction. The conceptual phase of this project is anticipated to be completed by January 2025. The design phase is anticipated to be completed by March 2026. The construction phase of this project is anticipated to begin in spring 2026 and be completed in summer 2026.

The City Attorney has reviewed and approved the proposed contract.

BUDGET IMPACT

This contract is in a not-to-exceed amount of $800,000 without a guaranteed minimum. The project is funded by Measure R proceeds as a Capital Improvements Project (Account No. 13-9806-190307).

Attachments

Att 1 of 4 - RFP Design Build - Peak Park Pump Track.pdf
Att 2 of 4 Peak Park DB Contract_Award.pdf
Att 3 of 4 - ARC Proposal.pdf
Att 4 of 4 - ARC Fee.pdf

CITY OF BUENA PARK

COUNTY OF ORANGE
STATE OF CALIFORNIA

REQUEST FOR PROPOSAL (RFP)

PEAK PARK ASPHALT PUMP TRACK
DESIGN-BUILD

Proposal Due Date: October 23, 2025 BY 3:00 PM

RFP Administrator:

Jason Tran, P.E.
Associate Engineer
Public Works Department
T: (714) 562-3680
jasontran@buenapark.com

Interested parties may obtain a copy of this RFP by emailing the RFP Administrator

ISSUED: September 25, 2025

INTRODUCTION

The City of Buena Park (City) is requesting sealed Statements of Qualifications and Proposals (jointly hereafter as "Request for Proposals" or "RFP") from Design-Build Teams ("DBT" or simply "Contractor") interested in providing professional design and construction services for the Peak Park Asphalt Pump Track Project (the "Project"). The Project has a footprint of approximately 36,000-SF and will involve various elements including, but not limited to, design and construction of an asphalt pump track, surface re-grading, landscaping, relocation of irrigation lines; related amenities; and other incidentals as necessary to complete the Project in its entirety. The City Council has established a not-to-exceed budget of $800,000 for the Project.

Buena Park is a Charter City operating under the Council-Manager form of government. Buena Park is located 21 miles southeast of Los Angeles and is referred to locally as the "Center of the Southland" due to its easy access to both the 91 and 5 freeways. With a diverse population of approximately 81,000, Buena Park offers quality residential areas, excellent cultural and recreational facilities, and a stable economy within its 10.3 square miles. Buena Park prides itself on making abundant entertainment and recreation opportunities available to its residents and the City Council has approved a variety of public park improvements to enhance these opportunities.

The goal of this RFP is to select a qualified DBT to provide complete design -build services for an asphalt pump track for various ages and abilities. Interested Contractors must provide evidence of thorough knowledge and experience in this area and provide a project history to support this. The selected Contractor will provide design and engineering services and construction drawings for a complete and fully functional asphalt pump track to be located on City-owned park land at Peak Park, including development of alternative amenities and cost estimates for each alternative that may be included with the project design.

The City encourages interested Contractors to review this document completely. Contractors responding to this RFP are responsible for thoroughly reviewing and understanding all terms and conditions outlined herein. A draft Design-Build Contract (Contract) is attached to this RFP for information and will be used in the City's awarding of the Project. Responsive proposals will be evaluated and scored based on the factors specified in this RFP. A Contract award, if any, will be made to the responsible and responsible Contractor whose proposal is determined to be most advantageous to the City.

This RFP does not imply a commitment to award or enter into a Contract. The City reserves the rights to reject any or all Proposals; to cancel, modify, or postpone this RFP at any time; and may waive any procedural irregularities or informalities in this RFP, a Proposal, or the Contract award process.

PROJECT BACKGROUND

The Project is an asphalt pump track to be located within an undeveloped space at William Peak Park (7225 El Dorado Dr, Buena Park, CA 90620). The footprint of the project is approximately 36,000-SF and will involve various improvements, including, but not limited to, design and construction of a complete and fully functional asphalt pump track, surface re-grading, landscaping, relocation of irrigation lines; and other incidentals as necessary to complete the Project in its entirety. The selected Contractor will be expected to provide design and provide options of alternative amenities and cost estimates for each alternative that may be included with the Project design. The City has established a not-to-exceed budget of $800,000 for the Project, including all design, construction, construction engineering, and contingencies.

QUALIFICATIONS

Design Build Teams must demonstrate the following minimum qualifications to be considered for award:

MINIMUM QUALIFICATIONS

- Valid California Professional Civil Engineer License or Architectural License;
- Valid California Class A or Class C Contractor License;
- Satisfactory completion of a minimum of three (3) complete Union Cycliste Internationale (UCI) sanctioned asphalt pump track PS&E of similar size and scope (design and/ or construction) within the last 5 years, and provide references;
- Contractor must demonstrate ability to deliver projects within a not-to-exceed budget environment
- Understanding of the activities at William Peak Park, surrounding land use, traffic circulation, and operational needs of the City;
- Ability to provide deliverables consistent with the latest City-adopted formats and software; and
- Demonstrated understanding of the City of Buena Park standards, provisions, and practices.

SCOPE OF SERVICES

The scope of work will include the following:

1. **<u>Project Management and Coordination</u> (discussed more below)**

   a. **<u>Project Management</u>*:*** A kick-off meeting with the City of Buena Park staff and the Contractor will be held prior to beginning work to review and refine the work program and schedule, identify critical milestones, and determine appropriate paths of communication. Contractor shall produce a baseline schedule of work and conduct periodic meetings (phone conference and coordination meetings) with the City to discuss progress.

   <u>Deliverables:</u>
   - Schedule of work - updated biweekly
   - Meeting minutes for all design meetings

   b. **<u>Project Coordination</u>:** Contractor shall coordinate major design requests and changes with the City, impacted governmental agencies or utilities, and other constituents that may provide design input, suggestions or restrictions for the project. Design may be altered through additional coordination efforts.

   c. **<u>Project Budget</u>:** Contractor shall provide complete design, engineering, and construction services necessary to deliver a turnkey asphalt pump track within a not-to-exceed budget of **<u>$800,000</u>** (including contingencies).

2. **<u>Asphalt Pump Track Design</u>:** Contractor shall deliver all necessary professional services, including engineering, and office engineering for the preparation of the design for the project. The Contractor's design responsibilities shall include but not be limited to the following:

   a. Perform due diligence research to support project completion, including existing drainage conditions, grading, traffic issues, coordination and necessary engineering site visits Identify existing utilities on contract drawings and perform Potholing for existing utilities potentially affected by proposed improvements.

   b. Prepare a Stormwater Pollution Prevention Plan (SWPPP) and/or Water Quality Management Plan (WQMP), if applicable, and incorporate all necessary temporary and permanent storm water quality control measures.

c. Design of the asphalt pump track must be in compliance with regulations and standards with the Union Cycliste Internionale (UCI). It is the City's intent to have the ability to sanction future races with the proposed pump track.

d. Prepare 30% conceptual site drawings with three (3) options of an asphalt pump track design.

e. Prepare 60%, 90%, and 100% Plans, Specifications, and Estimates (PS&E) submittals to the City. Contractor shall develop a comprehensive design of an asphalt pump track. Plans must include, and may not be limited to, features such as site amenities, grading, landscaping, irrigation, and any other elements needed to complete the 100% bid-ready PS&E package. Options and cost for different site amenities shall be developed for selection by City.

f. The plan set shall include a Title Sheet, Site Plan, Site Improvement Plan, and any other plans and/or details needed to complete the 100% set of Plans, Specifications and Estimate (PS&E).

g. Review and incorporate all applicable comments from the City of Buena Park and all other involved agencies.

h. Prepare contract drawings with sufficient details for construction in accordance with latest Caltrans, City Standards, SPPWC, CA MUTCD, and any other applicable regulations. Contractor shall identify all Complete Street and Sustainable Street Design features on contract drawings.

i. The City will provide environmental approval through the California Environmental Quality Act (CEQA).

Deliverables

- List of standard and non-standard design features
- 30% conceptual drawings
- 60% design drawings (Plan & Profiles) and estimate
- 90% design drawings (Plan & Profiles), specifications, and estimate
- 100% contract drawings (Plan & Profiles), specifications, estimate, and all associated CAD files

3. Asphalt Pump Track Construction: The Contractor shall provide construction services for an asphalt pump track. Such services shall include, but not be limited to, the following tasks:

- Clearing and grubbing
- Demolition

- Grading/Landscaping/Irrigation
- Asphalt and concrete paving
- Drainage
- Fencing
- Site amenities
- And all other features associated with the asphalt pump track

The Contractor shall be responsible for providing all necessary work, labor, materials, import, export, tools, forms, hauling, transportation, and other items necessary to construct the project complete, in place, and ready for its intended use and purpose.

Deliverables

- Fully constructed “turnkey” asphalt pump track
- Warranties
- Maintenance Plan

PROJECT MANAGEMENT - SCHEDULE

PROJECT MANAGEMENT:

Contractor shall organize, schedule, and chair all meetings. Meeting agendas shall be prepared and distributed two days prior to the meetings. Meeting minutes shall be prepared within three days after the meeting. Assume two (2) 1-hour long face-to-face project development meetings with various City staff. In addition, communication between Contractor and City staff via email and telephone will be on going throughout project.

Contractor shall submit a 30 percent conceptual plans and estimate submittal and allow two (2) weeks for review from the City of Buena Park and other involved agencies. All comments shall be addressed prior to submitting the draft 60 percent plans, specs, and estimate (PS&E) submittal. Contractor shall submit a draft 60 percent plans and estimate submittal and allow two (2) weeks for review from the City of Buena Park and other involved agencies. All comments shall be addressed prior to submitting the draft 90 percent plans, specs, and estimate (PS&E) submittal. Contractor shall allow an additional two (2) for review from the City of Buena Park and other involved agencies of the 90 percent submittal. Comments from the 90 percent submittal shall be incorporated in the final contract PS&E submittal.

During construction, Contractor shall submit a detailed project schedule, coordinate a pre-construction meeting, and coordinate site visits as necessary until the completion of the project.

PROJECT SCHEDULE:

Contractor shall prepare a detailed schedule showing times of completion and milestones for each task. The City desires to meet the following milestones (tentative):

- Award Professional Services Agreement — November 2025
- 30 Percent Conceptual Plan Submittal — December 2025
- 60 Percent PS&E Submittal — January 2025
- 90 Percent PS&E Submittal — February 2026
- 100 Percent (Final) Contract PS&E (Bid Set) — February 2026
- Begin Construction — March 2026
- Complete Construction — May 2026

Construction (including all punch list items) shall be substantially complete by May 30, 2026, weather permitting. Contractors shall indicate any exceptions delivering the Project within the above-schedule in their response to this RFP.

INSTRUCTIONS

REGISTRATION:

All interested Contractors must register with the RFP Administrator through the City's portal on PlanetBids at: https://vendors.planetbids.com/portal/39485/bo/bo-search

PROPOSAL FORMAT:

Proposals must be:

- Typed on standard 8-1/2" x 11" paper. Minimum font size is to be 12. Drawings are not limited to the 8-1/2" x 11" size.
- Be as brief as possible and not include any unnecessary promotional material.
- The Proposals are not to exceed fifteen (15) one-sided pages including all responses, reference work, and information about the firm and individuals assigned to the Project. The following items are not included as part of the 15-page total requirement: title page, table of content, cost proposal, resumes, drawings and dividers.

Proposals shall be submitted to the RFP Administrator. Please note that part of the evaluation criteria takes a proposal's responsiveness into consideration. Proposals missing the required components listed will be evaluated accordingly.

A. SCOPE OF WORK: Detailed scope of work and methodology that comprehensively defines and describes the individual tasks. The scope of work may be used as a basis for contract negotiations. Scope of work shall be based upon, but is not limited to, the information contained in this Request for Proposal (RFP).

B. CONTRACTOR'S REPRESENTATIVE: Identification of the primary representative and an alternate to perform the services described in the scope of work. Each representative shall be identified in the proposal. The Contractor's representatives shall be California Licensed Professional Engineers and remain in responsible charge of all duties from contract negotiations through project completion. If the primary representative is unable to continue with the project, then the alternate representative shall become the primary representative upon the City's approval.

C. PROJECT TEAM: Identification of the project team, including organizational chart and resumes of each team member. Specific responsibilities of each team member, including sub-consultants or subcontractors, along with their anticipated total effort in the project, shall be detailed in a matrix of total hours of work for each task versus each job classification on the Project.

D. REFERENCES: Description of the project team's past record of performance on similar projects for which your firm has provided services. The proposal shall include client references that may be contacted by the City.

E. SCHEDULE: Assurance of the Contractor's ability to complete all work, considering the firm's current and planned workload based on the aforementioned proposed schedule.

F. PROJECT BUDGET: Provide a breakdown of the estimated hours for each individual for each project task defined in the design scope of work and the estimated costs for each construction service tasks. Billing rates for each individual as well as the total fee budget shall be submitted in a separate sealed envelope. Proposal shall also include a cost estimate of all reimbursable costs, indirect costs, and incidentals.

G. SUBCONSULTANT: If sub-consultants or sub-contractors are utilized, they shall be identified in the scope of work together with the services performed. Tasks shall be identified in the breakdown of estimated hours. Sub-consultants and subcontractors shall be directed and compensated by Contractor.

SUBMITTAL INFORMATION:

Proposals are due by **3:00 PM on October 23, 2025** to the RFP Administrator at the City of Buena Park. Postmarks will not be accepted.

RFP Administrator:
Jason Tran, P.E., Associate Engineer
City of Buena Park – Public Works Department
6650 Beach Boulevard
Buena Park, CA 90621
T: (714) 562-3680
Email: jasontran@buenapark.com

Four hard copies (3 bound, 1 unbound) and an electronic copy of the proposal shall be submitted. Please mark all submittals as "**PEAK PARK ASPHALT PUMP TRACK PROJECT**".

It is the responsibility of each Contractor to ensure their proposal is received before the stated deadline. The Public Works Department may be reached at (714) 562-3670 to verify receipt of proposals.

QUESTIONS, ANSWERS, AND ADDENDA TO RFP:

Prior to the RFP submission deadline, questions may arise regarding the specifications, procedural, and/or administrative matters. Please contact **Jason Tran, P.E., Associate Engineer at (714) 562-3680 and/or jasontran@buenapark.com**. All Changes to the RFP itself shall only be made by the City via a written addendum. All addenda will be published via email and shall become part of the RFP document requiring response by the Contractor where indicated.

PROPOSAL EVALUATION CRITERIA:

A Contract award under this RFP will not be based solely on the lowest price; instead, any award will be made to a responsive and responsible Contractor whose proposal is determined, through a formal evaluation process, to be the overall best value to the City after the evaluation panel has taken into consideration the evaluation factors set forth below:

PROPOSAL EVALUATION CRITERION	
Qualifications and Experience - The qualifications and experience of the proposing Consulting firm and team with preparing asphalt pump track design and construction plans, specifications, and estimates. Quality of key individuals. Client references. Familiarity with City standards, provisions, policies, and operations.	30%
Project Approach - The Contractor's response in developing a comprehensive plan while meeting requirements and the City's specific needs. Contractor's ability to deploy the appropriate resources to promptly meet requested work. The Contractor's ability to self-perform the desired work, or form a quality team of subconsultants.	30%
Compliance with RFP - The ability of the Contractor to comply with all instructions set forth under this RFP as well as the Contractors ability to agree to all of the terms and conditions of the attached PSA.	20%
Schedule - Proposal for completing the project in a timely manner within the desired timeframe, inclusive of the proposer's ability to identify critical paths.	10%
Project Budget – Submitted fee budget in a separated sealed envelope.	10%

The City reserves the right to determine whether a proposal meets the specifications and requirements of this RFP and reject any proposal that, in the City's sole opinion, fails to meet the detail or intent of the requirements. The City reserves the right to reject any/all proposals.

SELECTION PROCESS:

Proposals will be evaluated by a committee comprised of representatives from the various departments within the City. If a proposal is found to be incomplete or not in compliance with the format required, it will not be submitted to the committee for evaluation. The City reserves the right to seek supplementary information from any proposer at any time after official proposal opening and before the award. Such information will be limited to clarification or amplification of information asked in the original proposal. Proposals will be evaluated by City staff in accordance with the above criteria. During the evaluation period, the City may (but is under no obligation to): generate a "short list" and conduct interviews with the top candidates; conduct on-site visits and/or tours of the candidates' places of business; or conduct negotiations with the most qualified candidate(s).

Issuance of the RFP and receipt of proposals does not commit the City to award an agreement. The City reserves the right to postpone the RFP process for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected company should negotiations with the selected company be terminated, or to cancel any section of this RFP.

DRAFT AGREEMENT:

A draft Design-Build Contract is attached for review. Please note that general provisions and insurance requirements are not subject to change. If your firm is selected following the RFP process, a final agreement will be prepared for approval and execution. At that time, you will need to provide current insurances certificates, which meet the requirements as listed in the agreement.

TERMS AND CONDITIONS

Acceptance of Terms and Conditions

Submission of a proposal indicates acceptance by the Contractor submitting the proposal of the terms, conditions, and specifications contained in this RFP and Draft Agreement, unless clearly and specifically stated otherwise in the completed Statement of Compliance.

Precedence of Terms and Conditions

All other terms and conditions of the Draft Agreement attached within this RFP are hereby incorporated into the terms and conditions of this RFP. In the event of a conflict of terms and conditions between the RFP document and the draft agreement, the terms and conditions expressed in the Draft Agreement shall take precedence.

Public Record

Upon submission of a proposal and other materials for consideration by the City, such proposals and materials shall become the property of the City of Buena Park. Proposals may be subject to public inspection and disclosure pursuant to state and federal law after the award of a contract for this project. Prior to the RFP deadline, proposals may be modified or withdrawn by an authorized representative of the Contractor by written notice to the RFP Administrator.

Late Proposals

Any proposal which is not received by the City's Public Works Department (6650 Beach Boulevard, Buena Park, CA 90621) prior to the deadline date and time set forth in this RFP shall not be considered. The City assumes no responsibility or liability for the transmission, delay, or delivery of a proposal by either public or private carriers.

Representations Not Binding

No verbal or written information that is obtained other than through this RFP or its addenda shall be binding on the City. No employee of the City is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document.

Errors and Omissions

This RFP cannot identify each specific, individual task required to successfully and completely implement this project. The City relies on the professionalism and competence of the Contractor to be knowledgeable of the general areas identified in the scope of work and to include in their proposals all materials, equipment, required tasks and subtasks, personnel commitments, staff-hours, labor, direct and indirect costs, etc. Contractor shall not take advantage of any errors and/or omissions in this RFP document or in the firm's specifications submitted with their proposals. Where such errors or omissions are discovered by the City, full instructions will be given by the City in the form of an addenda.

Proposal Validity

Unless otherwise noted by the Contractor , all proposals shall be held valid for a period of 180 days.

Right of Rejection

The City reserves the right to: (1) Accept or reject any and all proposals or any part of any proposal, and to waive minor defects or technicalities in such; (2) Request clarification of any information contained in a proposal; (3) Solicit new proposals on the same project, or on a modified project, which may include portions of the original RFP as the City may deem necessary; (4) Disregard all non-conforming, non-responsive, or conditional proposals, (5) Reject the response of any Contractor who does not pass the evaluation to the City's satisfaction, (6) Allow for the correction of errors and/or omissions; (7) Select the proposal that will best meet the needs of the City, and (8) Negotiate service contract and terms with the successful Contractor .

Non-Compliance

Contractor and/or proposals that do not meet the stated requirements for this project may be considered noncompliant and may be disqualified, unless such noncompliance is waived by the City. During the evaluation process, the City reserves the right to request additional information or clarification from those submitting proposals, and to allow corrections of errors and/or omissions.

Exceptions to Proposal Requirements

Contractor may find instances where they must take exception with certain requirements or specifications of the RFP and/or Draft Agreement. All exceptions shall be clearly identified using the Statement of Compliance, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the City, and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions.

Determination of Responsiveness

The City shall have sole authority in determining the responsiveness of any/all proposals. For proposals containing exceptions to specifications and/or requirements, the City shall have sole authority in determining the extent to which exceptions affect the responsiveness of any proposals.

No Obligation to Award

The City of Buena Park is not obligated to enter into a contract or agreement on the basis of any proposal submitted in response to this RFP. City reserves the right to award multiple contracts for this project if it is deemed most advantageous to the City.

Contractor Reimbursement Prohibition

The City will not pay for any information herein requested, nor are they liable for any costs incurred by any vendors prior to award of a contract or purchase order. The City may require the finalist Contractor(s) to provide on-site presentations and demonstrations of the product(s)/service(s) proposed by the Contractor(s). All costs associated with the demonstrations or follow-up interviews are the sole obligation of the Contractor(s).

Gratuity Prohibition

Contractor shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City for the purpose of influencing consideration of this proposal. Submission of a proposal indicates Contractor certifies that they have not paid nor agreed to pay any person, other than a bona fide employee, a fee or a brokerage resulting from the award of the contract.

Contact with City Personnel or Entities

During the RFP procurement process, proposal evaluation process and proposal selection process, the RFP Administrator is to serve as the primary point of contact for all matters pertaining to this RFP and project. Contractor shall not contact any City personnel or entities, other than the RFP Administrator, for matters regarding this project until conclusion of the entire procurement process, which shall be defined with an Agreement Award. Unauthorized contact may result in disqualification of proposals.

Indemnification and Release of Liability

Contractor , at its own expense and without exception, and to the maximum extent permitted by law, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and release in advance and hold harmless the City, its elected officials, officers, employees, and agents, with respect to any and all claims and liabilities of any nature or kind arising out of or incurred in connection with Contractor's participation in this RFP process including: (i) submittal of a proposal; (ii) selection of a different Contractor; and/or (iii) Contractor's provision of services if Contractor is selected and enters an agreement with the City pursuant to this RFP.

Insurance Requirements

The selected Contractor for this project shall be required, prior to the execution of a contract, to furnish proof of insurance. The specific insurance types and limits depend on the project and can be found in the Draft Agreement of this RFP solicitation.

Compliance with All Applicable Laws

Contractor declares that it shall comply with all licenses, statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted, including, but not limited to, appropriate state licensing and business licensing.

Compliance with California Labor Code

The construction work required pursuant to this RFP constitutes "public works" as defined in Section 1720 of the California Labor Code. Therefore, the Contractor shall comply with all applicable requirements of the California Labor Code including Sections 1720 through 1861 which require payment of prevailing wages, registering with the Department of Industrial Relations prior to execution of an agreement with the City, and maintaining certified payroll records, all as more fully set forth in Section 15.12 of the Draft Agreement.

Community Workforce Agreement

The construction work for this Project is subject to the Community Workforce Agreement (CWA) between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Local Unions. The CWA is a master labor agreement that establishes employment and labor relations procedures, and applies to all Contractors and Subcontractors that are awarded or perform work on the project. The awarded Contractor and its Subcontractors of all tiers must agree to be bound by the CWA. A Letter of Assent (in the form attached to this request for Proposals, must be submitted with a Proposal in order for the Proposal to be considered. A copy of the CWA is attached to this request for Proposals. The City has retained a third-party CWA Administrator that will act on the City's behalf and aid parties in administering the CWA.

Licenses

DBE must possess a valid **Class A or C** Contractor's license issued by the California State Contractors License Board, at the time of the Proposal submission. The successful Contractor, and Subcontractors, must also possess a current City business license.

Retention

Pursuant to Public Contract Code section 7201, five percent (5%) of any progress payment for construction work will be withheld as retention; provided that the total retention proceeds will not exceed five percent (5%) of the Contract price. Pursuant to Public Contract Code sections 7201 and 7107, in the event of a dispute between the City and Contractor, the public entity may withhold from the final payment an amount not to exceed 150 percent of the disputed amount. In accordance with Public Contract Code section 22300, and at the request and expense of the Contractor, securities equivalent to the amount withheld may be deposited with the City or with a State or federally chartered bank as escrow agent, which shall then pay such moneys to the Contractor. Upon satisfactory completion of the Project, the securities shall be returned to the Contractor. Alternatively, the Contractor may request that the City make payments of earned retentions directly to an escrow agent at the Contractor's expense. No such substitutions shall be accepted until all related documents are approved by the City Attorney.

Trade Names or Equals

Requests to substitute an equivalent item for a brand or trade name item must be made by written request submitted no later than ten (10) working days before the Proposal submission deadline. Requests received after this time shall not be considered. Requests

shall clearly describe the product for which approval is requested, including all data necessary t0 demonstrate acceptability.

Payment and Performance Bonds

Upon Contract award, the Contractor shall provide faithful performance and payment Bonds, each in a sum equal to the price of the construction work to be performed. The Bonds shall be dated on or after the Effective Date of the Contract, and before the date a "notice to proceed" from the City is issued.

Fee Schedule / Budget

Fee Schedule and Project Budget shall include any/all applicable licenses, insurance coverage, endorsements, bonding and if necessary, any wage compliance deemed necessary to perform the work or services as part of the project described in this RFP. City will not be responsible for reimbursing the Contractor for any charges not included in the proposal pricing that are incurred in securing these requirements.

Taxes

All sales and/or use taxes assessed by federal, State or local authorities on materials used or furnished by the Contractor in performing the Work shall be paid by the Contractor. The Contractor shall calculate payment for all sales, unemployment, pension and other taxes imposed by federal, State, and local law and shall include these payments in computing the Proposal.

Liquidated Damanges

Liquidated damages shall accrue in the amount of **$500** each day the Project remains incomplete beyond the completion deadline specified in the Contract.

Nondiscrimination

The City hereby affirmatively ensures that all business enterprises will be afforded full opportunity to submit Proposals in response to this notice and will not be discriminated against on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status religion in any consideration leading to the award of contract.

Sub-Contractor/Joint Ventures

The selected Contractor shall be the lead Contractor performing the primary functions of the Agreement. If any portion of the Agreement is to be performed by a sub-Contractor, this must be clearly set forth in the proposal submittal as to what part(s) is/are to be delegated. The City reserves the right to reject any proposal wherein use of sub-Contractor(s) significantly affects the ability of the Contractor to function as lead on the awarded agreement. The lead Contractor will, at all times, be responsible for the acts and errors or omissions of its sub-Contractors or joint participants and persons directly or indirectly

employed by them. Acceptance or rejection of a Contractor's request to use sub-Contractors is at the sole discretion of the City.

Expense of Responding

Each proposer is solely responsible for the expenses incurred in preparing and submitting their Proposal in response to this RFP.

Disclaimer of Assumptions

The City explicitly disclaims any responsibility for assumptions made by Proposers based on the presence or absence of information provided by the City in any form.

Addenda

The City may, at its sole discretion, amend this RFP by issuing written addenda. It is the sole responsibility of each Proposer to regularly monitor the project posting for any addenda related to this RFP.

ATTACHMENTS

Attachment A – Location Map

Attachment B – DBE Questionnaire

Attachment C – Designation of Subcontractors

Attachment D – Industrial Safety Record Form

Attachment E – Non-Collusion Declaration Form

Attachment F – Draft Design Build Contract

Attachment G – Community Workforce Agreement

Attachment H – Letter of Assent

Attachment A

Location Map



LEGEND:

PROJECT LOCATION

N

City of BUENA PARK

DEPARTMENT OF PUBLIC WORKS

PEAK PARK ASPHALT PUMP TRACK

LOCATION MAP

EXHIBIT NO.

A

DRAWN BY: AH

DATE: 08/19/2025

E:\Projects\Parks\Active\Peak Park Pump Track\Exhibit\CAD\ModelFiles\Exhibit.dwg



Attachment B

DBE Questionnaire Form

DBE QUESTIONNAIRE FORM

Fill out all of the following information. Attach additional sheets if necessary.

(1) Contractor's Name: _____

(2) If the Contractor's name is a fictitious name, who or what is the full name of the registered owner? If the Contractor's name is not a fictitious name, write "N/A" in the response to this question. If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement.

_____

(3) Business Address: _____

(4) Telephone: _____ Facsimile: _____

(5) Type of Firm – Individual, Partnership, LLC or Corporation: _____

(6) Corporation organized under the laws of the State of: _____

(7) California State Contractor's License Number and Class: _____

Original Date Issued: _____ Expiration Date: _____

(8) DIR Contractor Registration Number: _____

(9) List the name and title of the person(s) who inspected the Project site for your firm: _____

(10) [If applicable] List the name and title of the person(s) who attended the mandatory pre-Bid meeting for your firm, including the mandatory site visit (if any): _____

(11) Number of years' experience the company has as a contractor in construction work: ____

(12) List the names, titles, addresses and telephone numbers of all individuals, firm members, partners, joint venturers, and company or corporate officers having a principal interest in this Proposal:

_____

_____

_____

(13) List all current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this Proposal:

_____

_____

(14) List the dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this Proposal:

_____

_____

_____

(15) For all arbitrations, lawsuits, settlements and the like (in or out of court) that the company or any principal having an interest in this Proposal has been involved with in the past five (5) years:

a. List the names, addresses and telephone numbers of contact persons for the parties:

_____

_____

_____

b. Briefly summarize the parties' claims and defenses:

_____

_____

_____

c. State the tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and the outcome:

_____

_____

_____

(16) Has the company or any principal having an interest in this Proposal ever had a contract terminated by the owner or agency? If yes, note when and explain.

_____

_____

_____

(17) Has the company or any principal having an interest in this Proposal ever failed to complete a project? If yes, note when and explain.

_____

_____

_____

(18) Within the last five (5) years, has any officer or partner of Contractor's company ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation.

(19) Has the company or any principal having an interest in this Proposal ever been terminated for cause, even if it was converted to a "termination of convenience"? If yes, note when and explain.

_____

_____

_____

(20) Has the company or any principal having an interest in the Proposal ever been in default, debarred or suspended in any way? If yes, note when and explain.

_____

_____

_____

(21) For projects that the company or any principal having an interest in this Proposal has been involved with in the last five (5) years, did you have any claims or actions:

a. By you against the owner? Circle one: Yes No

b. By the owner against you? Circle one: Yes No

c. By any outside agency or individual for labor compliance?
Circle one: Yes No

d. By Subcontractors? Circle one: Yes No

e. Are any of these claims or actions unresolved or outstanding?
Circle one: Yes No

If your answer is "yes" to any part or parts of this question, explain.

_____

_____

_____

(22) List the last three (3) projects you have worked on or are currently working on for the City of Buena Park:

_____

_____

_____

Upon request of the City, the Contractor shall furnish evidence showing a notarized financial statement, financial data, construction experience, or other additional information.

Failure to provide truthful answers to the questions above or in the following References Form may result in the Proposal being deemed non-responsive.

The Contractor certifies under penalty of perjury under the laws of the State of California that the information provided above is true and correct.

Notary Public

Subscribed and sworn to me: _____

_____

Signature:_____

This ____ day of _____, 20_____

Title: _____

Signature: _____

(SEAL)

Company

Signature:

_____

Title:

_____

Date:

_____

Signature:

_____

Title:

_____

Date:

_____



Attachment C

DESIGNATION OF SUBCONTRACTORS

DESIGNATION OF SUBCONTRACTORS

[Public Contract Code Section 4104]

List all Subcontractors who will perform construction work or labor or render service to the Contractor in or about the construction of the work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half of one percent (0.5%) of the Contractor's total Proposal for construction work, in the case of Proposals or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent (0.5%) of the Contractor's total Proposal or $10,000, whichever is greater. If no subcontractor is specified for a portion of the construction work, or multiple subcontractors are specified for the same portion of construction work, then Contractor shall be deemed to have agreed that it is fully qualified to perform that construction work, and that it shall perform that portion itself.

If all Subcontractors do not fit on this page, attach another page listing all information for all other Subcontractors.

Name, Address, and Phone Number	**Contractors State License Board (CSLB) License Number(s) and Class(es)**	**Department of Industrial Relations (DIR) Contractor Registration Number**	**Bid Item Number(s)**	**Type of Work (e.g., Electrical)**	**Total Amount of Bid Item(s)**	**Percentage of Total Bid (e.g., 10%)***
				TOTAL		

*The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).



Attachment D

INDUSTRIAL SAFETY RECORD FORM

INDUSTRIAL SAFETY RECORD FORM

Contractor's Name _____

	Current Year of Record	2024	2023	2022	2021	2020	Total
Number of contracts							
Total dollar amount of contracts (in thousands of dollars)							
Number of fatalities							
Number of lost workday cases							
Number of lost workday cases involving permanent transfer to another job or termination of employment							

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury under the laws of the State of California that the information is true and accurate within the limitations of those records.

Signature: _____ Signature: _____

Title: _____ Title: _____

Date: _____ Date: _____



Attachment E

NONCOLLUSION DECLARATION FORM

NONCOLLUSION DECLARATION FORM
TO BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH PROPOSAL
[Public Contract Code Section 7106]

The undersigned declares:

I am the _____ of _____, the party making the foregoing Proposal.

The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Proposal is genuine and not collusive or sham. The Contractor has not directly or indirectly induced or solicited any other Contractor to put in a false or sham Bid. The Contractor has not directly or indirectly colluded, conspired, connived, or agreed with any Contractor or anyone else to put in a sham Proposal, or to refrain from bidding. The Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Contractor or any other Contractor, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Contractor. All statements contained in the Proposal are true. The Contractor has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Proposal depository, or to any member or agent thereof, to effectuate a collusive or sham Proposal, and has not paid, and will not pay, any Person or entity for such purpose.

Any person executing this declaration on behalf of a Contractor that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Contractor.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [DATE], at _____[CITY], _____ [STATE].

Signature:	_____	Signature:	_____
Printed Name:	_____	Printed Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____



Attachment F

Draft Design Build Contract

CITY OF BUENA PARK
CONTRACT FOR DESIGN-BUILD SERVICES
Peak Park Pump Track Project

This Contract for Design-Build Services ("Contract") is dated _____("Effective Date"), and is entered into between the City of Buena Park, a California municipal corporation ("City") and _____ ("Contractor").

1. DEFINITIONS

"Affiliate" means, with respect to any Person, any other Person (other than an individual) that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person. For this purpose, "control" means the direct or indirect ownership of fifty percent (50%) or more of the outstanding capital stock or other equity interests having ordinary voting power.

"Applicable Law" means, with respect to any Governmental Authority, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, injunction, registration, license, permit, authorization, guideline, governmental approval, act, code, ruling, proclamation, resolution, declaration, requirement or interpretive or advisory opinion or letter of such Governmental Authority, as construed from time to time by any Governmental Authority, in each case, applicable to the Work, the Site, the Project, the Parties or any other matter bearing on interpretation or performance of this Contract, as applicable. Applicable Law includes the latest addition of the City of Buena Park's Special Provisions for Public Works Projects, on file with the City Engineer.

"**Beneficial Use**" means when major new equipment, materials, or Project components included in the Work are properly installed, inspected, operational, and are capable of being used for their intended purpose.

"Change Order" means a written instrument prepared by City and Contractor pursuant to Section 8 stating their agreement upon: (a) a change in the Work or Equipment; (b) the amount of the adjustment in the Contract Price, if any; and (c) an adjustment in the Project Schedule, if any.

"**City Indemnitees**" is defined in Section 11(a).

"**Claim**" has the meaning set forth in Section 7.6.

"Community Workforce Agreement" is defined in Section 2.3(i) and set forth in **Attachment 6.**

"Completion Date" means the date set forth in the Project Schedule by which Contractor is guaranteeing Substantial Completion of the Project will be achieved, except as may be adjusted by a Change Order.

"Consultant" means any Person performing or providing expert or professional advice in connection with the Work.

"Contract" means this Contract.

"**Contract Documents"** means this Contract and all final Drawings, Specifications, Change Orders, Warranties, surveys, plans, models, reports and designs, and addenda thereto (whether or not attached due to their size), Engineering Documents, and other documents referred to in the Contract, and authorized written modifications issued after execution of this Contract.

"Contract Price" means the amount set forth in Section 2.1(a), which is the total payable by City in consideration for Contractor's purchase or delivery of the Equipment, performance of the Work, and delivery of the completed Project under this Contract, and inclusive of any Compensation that is due under Section 4 of the Agreement, except as may be adjusted by a Change Order.

DRAFT

"Contractor Event of Default" has the meaning set forth in Section 7.1.

"Drawings" mean graphic and pictorial portions of the Contract Documents prepared for the Project and approved changes thereto, wherever located and whenever issued, showing the design, location, and the Work, generally including plans, elevations, sections, details, schedules, and diagrams as drawn by Contractor, or Contractor's Subcontractor or Consultants.

"Equipment" means all materials, supplies, apparatus, machinery, equipment, parts, tools, components, instruments, appliances, spare parts and appurtenances thereto that are required or included in the Work and comprise part of the Project.

"Equipment Documentation" shall mean copies or originals of (i) all operating specifications, warranties and other similar information obtained by Contractor from Equipment vendors or Subcontractors or prepared by Contractor or Subcontractors as part of the Work, (ii) a complete inventory list of all Equipment comprising the Project, and (iii) all documentation and identification information with respect to all Equipment comprising part of the Project, including reference or serial numbers for all photovoltaic panels, inverters and other equipment included in the Work.

"**Equipment Warranties"** shall mean the product warranty from any Supplier for the Equipment incorporated into the Project.

"Engineering Documents" shall mean all documents including Drawings, diagrams, plans, Equipment Documentation, Equipment Warranties, Shop Drawings, addenda, reports calculations, performance models and other models, designs schedules, and other documents prepared or furnished by Contractor pursuant to this Contract in respect of the design, engineering and construction of the Project.

"Environmental Law" means all Applicable Laws related to health, safety, the protection of the environment or regulation or prohibition of the environmental pollution or contamination, including laws relating to land use, emission and pollution, discharges into or pollution of water, and Hazardous Materials.

"**Equipment Deposits**" shall have the meaning set forth in Section 4(a)(ii).

"**Excusable Delay**" means any reasonably unforeseeable act, event, occurrence, condition or cause beyond the control of Contractor, or against which Contractor could not have reasonably anticipated before the Effective Date or mitigated upon discovery, and so long as the act, event, occurrence, condition or cause was not attributable to errors or omissions of Contractor, or Contractor's Subcontractors or Consultants. Subject to the foregoing, Excusable Events may include the following: (i) any wrongful act or wrongful failure to act of, or other unreasonable delay caused by City; (ii) the failure to obtain, or delay in obtaining, any Governmental Approval; (iii) changes in the design, scope or schedule of the Work required by any Governmental Authority, City, and any delays caused thereby; (iv) undisclosed or unforeseen conditions encountered at the Site; (v) changes in Applicable Laws having a material impact on the Project or this Contract, but excluding impacts to Contractor's cost to perform; (vi) Force Majeure Events; (vii) work or requirement by utility affecting the Work; (viii) labor, equipment or material shortages or delays beyond existing known conditions and/or circumstances present as of the Effective Date of this Contract; (ix) abnormally severe weather conditions, which shall mean weather conditions resulting documented delays or stoppage of Work for more than 21 cumulative days during the Performance Schedule, or causes damage or destruction to the Project prior to Final Completion); (x) City's delay in issuing, or failure to issue the Notice to Proceed.

"Final Completion Date" shall mean the actual date on which the Final Completion of the Project has been achieved, as set forth in the Notice of Completion issued by City.

"Force Majeure Event" shall mean, when used in connection with the performance of a Party's obligations under this Contract, any act or event (to the extent not caused by the fault or negligence of such Party or its agents or employees) which is unforeseeable, or being foreseeable, reasonably unavoidable

(including by completing industry standard inspections or taking prudent commercially reasonable protective and preventative measures) and outside the reasonable control of the Party which invokes it, and which renders said Party unable to comply totally or partially with its material obligations under this Contract including natural disasters, acts of God, drought, flood, earthquake, storm, fire, explosion, lightening, epidemic, pandemic, war, riot, civil disturbance, sabotage, terrorism or threat of terrorism, and strikes, lockouts or other labor disturbances or disputes of a national or regional scope. Notwithstanding the foregoing to the contrary, Force Majeure Events shall not include any of the following:

(a) mechanical or equipment failures (except to the extent any failure is itself caused by a Force Majeure Event);

(b) any condition of the Site for which the affected Party is responsible under this Contract;

(c) strikes, walkouts, lockouts or other labor disturbances or disputes specific to the Project or such Party claiming a Force Majeure Event; or

(d) Economic hardship of either Party.

"Governmental Approval" shall mean each and every national, autonomic, regional and local license, approval, authorization, certification, registration, exemption, filing, recording, permit or other approval with or of any Governmental Authority, including each and every construction or operating permit and any agreement, consent or approval from or with any other Person that is required by any Applicable Law or that is otherwise necessary for the performance of the Work and completion of the Project.

"Governmental Authority" shall mean any national, autonomic, regional, provincial, town, city, local or municipal government, authority, body, agency, ministry, court, judicial or administrative body, taxing authority or other governmental organization having jurisdiction over the Work, the Site, the Project, the Parties or any other matter in question (as applicable).

"Hazardous Material" shall mean oil or petroleum and petroleum products, asbestos and any asbestos containing materials, radon, polychlorinated biphenyls ("PCBs"), urea formaldehyde insulation, lead paints and coatings, any chemicals, substances, materials, controlled substances, objects, conditions and waste or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Applicable Law.

"Industry Standards" means those standards of care and diligence generally practiced or accepted by reasonably prudent contractors of the energy services industry in engineering, designing, constructing, installing and operating energy efficiency and/or renewable energy generation projects of substantially similar scope, equipment, and geographic region to the Project and in accordance with good engineering and design practices, sound construction procedures, Governmental Approvals, the Contract Documents and other generally accepted standards established for such Work. Industry Standards are not intended to be limited to optimum practice, methods, equipment specifications or acts to the exclusion of all others, but rather to be a spectrum of reasonable and prudent practices and methods generally accepted within the energy services industry to accomplish the desired results and must take into consideration the conditions specific to any given facility, including to the extent such conditions would require a person to (a) perform its duties in good faith, (b) perform its duties in compliance with the Contract Documents, (c) use sufficient and properly trained and skilled personnel, and (d) use parts and supplies that meet the specifications set forth in the Contract Documents, in all cases with respect to (a) through (d) herein, taking into account all of the costs, expenses and benefits of operation of the Project.

"**Instruments of Service**" has the meaning set forth in Section 12(h)(iii).

"LD Rate" has the meaning set forth in Section 5.7(e).

"Legal Requirement" means the requirement of any Applicable Law.

"Lien Release Forms" is defined in Section 4.9 and are listed in **Attachment 5**.

"Liquidated Damages" has the meaning set forth in Section 5.7(e).

"**Mobilization Payment**" has the meaning set forth in Section 4(a)(ii).

"**Notice to Proceed"** means a written notice issued by City authorizing and directing Contractor to commence Work on the Project as described herein, the anticipated date of such issuance being set forth in the Project Schedule.

"**Payment Application"** has the meaning set forth in Section 4.4.

"Person" shall mean any individual, corporation, partnership, company, joint venture, association, trust, unincorporated organization or Governmental Authority or other entity recognized by Applicable Law.

"**Progress Payment"** means a payment made by City to Contractor in accordance with the provisions of Section 4.7.

"Progress Payment Milestone(s)" is defined and described in Section 4.7.

"Project" shall mean the engineering, design, procurement, installation, and construction of the project that is described in **Attachment 1**, and completion of the Work in accordance with the Contract Documents.

"Project Manual" shall mean the volume assembled for the Work which shall include, without limitation, to the extent within Contractor's possession, Contract Documents, Governmental Approvals, Equipment Documentation, Equipment Warranties, results of start-up, operational or tests, Engineering Documents including as-built drawings, an operations & maintenance manual, and all other documents that are reasonably applicable to the Work, as required, with reasonably specific instructions and in reasonably sufficient scope and detail to permit City to safely operate, monitor and maintain the Project in the ordinary course of business.

"Project Schedule" shall mean the schedule for prosecution of the Work, including all development, engineering, permitting, mobilization, construction, equipment procurement, testing and commissioning of the Project, that is set forth in **Attachment 3** of this Contract.

"Punchlist" or **"Punchlist Work"** shall mean the list of Work uncompleted upon the achievement of Substantial Completion of the Project, but the lack of which or the failure of which to complete (considered individually or in the aggregate) does not or will not, in the reasonable opinion of City, impair the ability of City to safely own and maintain the Project in the ordinary course of business. The Punchlist must be agreed upon by City, which agreement will not be unreasonably withheld.

"Recovery Plan" means a plan prepared by Contractor, and submitted to the City, demonstrating to the City's reasonable satisfaction, the measures that Contractor has taken or will take in order to (i) remedy a delay in completing a portion of the Work by the scheduled dates for such Work as provided in the Project Schedule including achievement of Substantial Completion by the Completion Date.

"Request for Information" means a written request prepared by the Contractor asking the City to provide additional information above and beyond that which is available in the Contract Documents and all reference standards, regarding fulfilling the obligations under the Contract, and the form of which is on file with City.

"RFI Priority Schedule" is defined in Section 8(e).

"Safety Plan" is defined in Section 2.2(a).

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"Schedule of Values" has the meaning set forth in Section 4.7(a)(i) and is set forth in **Attachment 2**.

"Shop Drawings" shall mean drawings, diagrams, schedules, and other data, which are prepared by Contractor, or by Contractor's Subcontractors, Consultants, manufacturers, Suppliers, or distributors illustrating any portion of the Work. The Contractor shall obtain and submit with the Shop Drawings all seismic and other calculations and all product data from Equipment manufacturers. Shop Drawings shall: establish the actual detail of all manufactured or fabricated items, indicate proper relation to adjoining work, amplify design details of mechanical and electrical systems and equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions.

"Site" means the location that is owned by City where Contractor is to perform the Work and complete construction of the Project.

"Specifications" mean that portion of the Contract Documents consisting of the written requirements for material, equipment, construction systems, instructions, quality assurance standards, workmanship, and performance of related services.

"Subcontract" means any contract, subcontract, purchase order, or other agreement whereby a Subcontractor undertakes either to: (a) perform or provide any portion of the Work; or (b) to provide all or a portion of the Equipment required by any Person performing or providing any portion of the Work.

"Subcontractor" means: (a) any Person, other than Contractor, performing or providing any portion of the Work, whether retained by Contractor, any Affiliate of Contractor, or any Person hired by Contractor or any of its Affiliates, and including every tier of Subcontractor, Sub-Subcontractors, and so forth; and (b) any Supplier.

"Substantial Completion" means, in the reasonable discretion of City, Beneficial Use of the Project with the exception of the Punchlist.

"**Superintendent**" has the meaning set forth in Section 2.3(b).

"**Supplemental Instruction"** or **"SI"** means a written instrument prepared by City and submitted to Contractor requesting a minor change to the Work that does not impact the Contract Price or Project Schedule that is mutually agreeable to both parties.

"Suppliers" means any Person providing or supplying all or a portion of the Equipment that is included in the Project, or is required by any Person to perform or provide any portion of the Work, whether or not incorporated into the Project, including any materialman, vendor or supplier.

"**City Indemnities**" has the meaning set forth in Section 2.3(m).

"Warranties" means, collectively, the warranties provided by Contractor to the City hereunder, as described in Section 2.17.

"Warranty Period" has the meaning set forth in Section 2.17(d).

"Work" means: (a) complete engineering and design of the Project including as-built drawings; (b) the procurement, installation, construction and erection, commissioning, and all other services, including all labor, materials' storage, services, demolition, Site preparation, equipping, verification, training, manuals and other things and actions in connection therewith, necessary for Contractor to deliver a fully function and completed Project to the City.

2. SCOPE OF WORK.

2.1 Work.

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(a) Subject to and in accordance with the terms and conditions of this Contract, and conditioned on City's issuance of a Notice to Proceed, City hires Contractor to provide and Contractor agrees to provide all Work and Equipment necessary to delivery to City the Project described in this Contract for the total fixed, guaranteed not-to-exceed price of **$XXXXXXXX.00** (the "Contract Price").

(b) Contractor agrees that the Work and its obligations under this Contract include, without limitation: (1) furnishing all engineering, system designs, supervision, labor, equipment and materials, tools, utilities, communications, implements, appliances, and transportation, to procure or to assist the City in procuring, as applicable, all Governmental Approvals; (2) erect, install, start-up, test and commission the Project; (5) perform all obligations set forth in this Contract; (6) perform all reasonably necessary and related activities for the successful completion of the Work and the delivery of the Project in compliance with this Contract; (7) perform all Work free and clear from any and all liens and claims (other than liens and claims created by the or through acts or omissions of City) from mechanics, material suppliers, Subcontractors, artisans, machinists, teamsters, freight carriers, and laborers for the Project; and (8) perform all Work in a good and workmanlike manner, all in compliance with the Contract, such that the Project satisfies each of the following: (i) meets or exceeds the Legal Requirements manufacturer's Specifications or by methods otherwise approved by the manufacturer; (ii) meets or exceeds the Warranties for the Project; (iii) is safe and adequate for the purpose and conditions intended by the Work; (iv) is free from defects in materials and workmanship; and (v) is comprised of Equipment which is new (unless otherwise mutually agreed) and of the specified quality and type when installed, designed and manufactured, and of a grade at least equal to generally accepted national standards for the design, manufacture and quality of such Equipment.

(c) The Work is further described in the final Specifications for the Project and includes the work and services described in Section 1.1(b)(1)-(3), below. Contractor is solely responsible for and has control over construction means, methods, techniques, sequences, procedures, and coordinating all portions of the Work under the Contract except as specifically instructed otherwise herein. The Work shall not exceed that set forth in this Contract except pursuant to a Change Order.

(d) Performance of Work. Contractor shall provide, perform or procure all Work necessary to complete the Project. To the extent that any portion of the Work is provided with the Contractor's own forces, any reference to Subcontractors or Consultants shall be equally applicable to the Contractor. Work will be performed in such a manner so as not to harm the structural integrity of existing systems, and to the extent reasonably feasible, avoiding interrupting the day-to-day operations of City. Contractor shall repair and restore to its original condition damage to City buildings or property caused by Contractor's performance under this Contract. City reserves the right to review the Work performed by Contractor and to direct certain corrective action if, in the opinion of City, the structural integrity of buildings or operating systems is or will be harmed. All costs associated with such corrective action to damage caused by Contractor's performance of the Work shall be borne by Contractor. Contractor is responsible for all Work performed, whether self-performed by Contractor, completed by Subcontractors, or others on its behalf.

2.3 Contractor Personnel and Labor

(a) Competency. Contractor agrees to use, and agrees that it shall require each Subcontractor to use, only personnel who are qualified and properly trained and who possess every license, permit, registration, certificate or other approval required by Applicable Law or any Governmental Authority to perform the Work. Contractor and each Subcontractor shall: (i) furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Work; (ii) organize the procurement of all materials and equipment so that the materials and equipment will be available at the time they are needed for the Work; and (iii) keep an adequate force of skilled workers on the job to complete the Work in accordance with all requirements of the Contract Documents. City shall have the right, but not the obligation, to require the removal from the Project of any Superintendent, staff member, agent, or employee of any Contractor, Subcontractor, material or equipment supplier, etc., for cause.

(b) Superintendent. Contractor shall provide a competent superintendent and assistants as necessary given the nature and scope of the Work, all of whom shall be in attendance at the Project Site(s)

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during performance of the Work (the "Superintendent"). The Superintendent shall represent the Contractor, and communications given to the Superintendent shall be as binding as if given to the Contractor.

(c) Prevailing Wages. Contractor acknowledges the Project is a "public work" as defined in California Labor Code Section 1720 *et seq*., and that the Project is subject to: (i) Section 1720, including without limitation Labor Code Section 1771, and (i) the rules and regulations established by the Director of Industrial Relations implementing such statutes. Contractor shall perform all Work on the Project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in (i) and (ii) as though set forth in full herein. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file at City of Commerce City Hall (Department of Public Works) and will be made available to any interested party on request. By initiating any Work on the Project Contractor acknowledges receipt of a copy of the Department of Industrial Relations determination of such prevailing rate of per diem wages, and the Contractor shall post such rates at each Site. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty paid to the City, forfeit five hundred dollars ($500.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Department of Industrial Relations for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by the Contractor or by any Subcontractor

(f) Compliance Monitoring and Posting Job Site. The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices, as prescribed by Applicable Law.

(g) Employment List. Contractor and each Subcontractor shall keep or cause to be kept an accurate record for Work on this Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the City, its officers and agents and to the representatives of the Department of Industrial Relations.

(i) Community Workforce Agreement. Contractor acknowledges the Project is subject to and governed by that certain Community Workforce Agreement between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Local Unions that is set forth in **Attachment 6** to this Contract ("**Community Workforce Agreement**"). Contractor and each Subcontractor must submit a Letter of Assent in the form attached to the Community Workforce Agreement agreeing to be bound to the terms and conditions thereof in completing the Work.

(j) Apprentices. Contractor shall comply with and be bound by the provisions of Article 12.2 of the Community Workforce Agreement, California Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq*. concerning the employment of apprentices on public works projects for all apprenticeable occupations used in completing the Work. Contractor shall ensure that all apprentices performing Work under the direct supervision of a journey worker from the trade in which the apprentice is indentured. Before commencing Work, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding Work, Contractor and each of its Subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed.

(j) Debarment or Suspension. Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. Contractor and any Subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. If

Contractor or any Subcontractor becomes debarred or suspended during the duration of the Work, Contractor shall immediately notify City.

(k) Registration with the DIR. Pursuant to California Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of Contractor's or Subcontractor's current registration with the Department of Industrial Relations to perform the public work. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1

(l) Payroll Records. Contractor shall comply with and be bound by the provisions of California Labor Code Section 1776, which requires Contractor and each Subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) submit certified payroll to City; (3) certify and make such payroll records available for inspection as provided by Section 1776, and (4) inform City of the location of the records. Contractor shall have ten (10) days in which to comply subsequent to receipt of a written notice requesting these records or as a penalty to City, Contractor shall forfeit one hundred dollars ($100) for each 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. Section 5.2 of the Community Workforce Agreement also requires Contractor and all Subcontractors to pay fringe benefit contributions to the appropriate union trust fund on a monthly basis.

(m) Hours of Labor**.** Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty paid to City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Project by Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

(n) Prevailing Wage Indemnity**.** To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of any failure to comply with the requirements of this Section by any person (including Contractor, its Subcontractors, and each of their officials, officers, employees and agents) in connection with any Work undertaken or in connection with the Contract, including without limitation the payment of attorneys' fees, and other related costs and expenses. All duties of Contractor under Section 2.3 of this Contract shall survive its expiration or termination.

(o) Subcontractors. For every Subcontractor performing Work, Contractor shall be responsible for such Subcontractor's compliance with California Labor Code Sections 1720, 1860, and 3700, and Contractor shall include in the written contract between it and each Subcontractor a copy of the provisions of this Section 2.3 and a requirement that each Subcontractor shall comply with these provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the Subcontractor and upon becoming aware of the failure of the Subcontractor to pay its workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

2.4 Contractor Responsibility. Contractor shall be responsible for acts and omissions of Contractor's employees, Subcontractors, material and Equipment suppliers, and their agents, employees, invitees, and other persons performing portions of the Work under contract with Contractor or any of its Subcontractors. Contractor shall not be relieved of obligations to perform the Work in accordance with this Contract by tests, inspections, or approvals required or performed by persons other than Contractor. Contractor shall be responsible for inspection of Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent work.

2.5 Subcontractors and Other Contracts for Portions of the Work

(a) Contractor is prohibited from subcontracting this Contract or any part of it except to the Subcontractors set forth in the GMAX Bid, unless such subcontracting is first approved by the City in the manner required by law. An agreement made in violation of this section shall confer no rights on any party and shall be null and void.

(b) When required by this Contract or requested by City, the Contractor shall provide documentation that a proposed Subcontractor has been qualified and is experienced and able to perform that portion of the Work. The Contractor shall require all Subcontractors to comply with the provisions of this Contract. If requested, Contractor shall provide to City copies of all Contractors' agreements with its Subcontractors. City's review or acceptance of subcontracts shall in no way relieve the Contractor of any of its responsibilities and obligations under this Contract.

(c) Contractor shall, in the course of the work, engage only Subcontractors and employees who possess, and will maintain in good standing during the performance of the Work, valid and applicable licenses where the State of California or this Contract requires that the work to be performed by that Subcontractor or employee must be performed by a licensed person or entity.

(d) Contractor expressly acknowledges that its Subcontractors are not third-party beneficiaries of this Contract

2.6 Supply and Procurement of Equipment

(a) Contractor, at its expense, shall purchase all Equipment, and transport and deliver all Equipment and shall inspect, unload, store, construct and install all Equipment required to complete the Project. Contractor shall maintain all Equipment Warranties, obtain required extended warranties when available, and, upon the expiration of the Warranty Period, cause any such remaining Equipment Warranties to be assigned and passed- through to City. Contractor shall at all times perform the Work in a manner consistent with all such Equipment Warranties and will not perform any actions that may violate such warranties.

(b) Contractor agrees that all materials and Equipment to be supplied or used by Contractor or any Subcontractor in the performance of its obligations under this Contract shall be new, unless otherwise specified or mutually agreed (if being incorporated into the Project) or in good operating condition (if not being incorporated into the Project). Such materials and Equipment shall at all times be maintained, inspected and operated by Contractor pursuant to Industry Standards and as required by Applicable Law until Beneficial Use. Contractor further agrees that all licenses, permits, registrations and certificates or other approvals required by Applicable Law or any Governmental Authority will be procured and maintained for such materials and Equipment at all times during the use of the same by Contractor or any Subcontractor in the performance of any of Contractor's or such Subcontractor's obligations under this Contract.

2.7 Utilities. Contractor shall supply temporary power (this shall not apply to any power required by City as a result of any temporary shutdown by Contractor required in connection with the performance of the Work), telecommunications, water, waste disposal, and other utilities and services to temporary construction trailers required for performance of the Work.

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2.8 Reserved.

2.9 Reserved.

2.10 Testing and Inspection. Contractor shall at its own expense conduct start -up and operational tests, and such other tests described in the Work or Specifications, and shall be responsible for all testing and inspection fees for and coordination with any Governmental Authority for the approval of the Project. Contractor will notify City no less than five (5) days prior to the commencement of testing and City will have the right to observe all such tests. Tests, inspections, and approvals of portions of the Work required by the Contract Documents will comply with all Legal Requirements. The following shall apply to the testing and inspection of the Project:

(a) Rejection of Work. City's selected representative may, acting reasonably, recommend to the City that the City reject Work which does not conform to the Contract Documents.

(b) Testing Off-Site. If applicable, any material shipped by Contractor from the source of supply shall not be incorporated in the Project until having satisfactorily passed testing and inspection requirements pursuant to applicable Equipment Specifications, Applicable Law or the requirements of any Governmental Authority.

(c) Responsibility for Errors and Omissions. In the event that any portion of the Work performed by Contractor is determined to not comply with the Contract Documents, if after providing ten (10) days written notice to Contractor to cure or to commence and diligently pursue to cure completion of the requirements under the Contract Documents, City through no fault of its own, is required to provide or secure additional professional services (other than those professional services already within City's scope) Contractor shall be invoiced by City for any reasonable actual costs incurred for any such additional services, which costs may, among other remedies, be withheld from the progress payments and/or retention until corrected; or deducted from the Contract Price if City incurs actual costs of correction.

(d) Additional Testing or Inspection, and Costs Related Thereto

(i) If City or Governmental Authority determines that any portion of the Work requires additional testing, inspection, or approval, Contractor will, upon City's written authorization, arrange for such additional testing, inspection, or approval. City shall bear such costs except as set forth in paragraph (ii), below.

(ii) If the testing or inspection of Work on the Project reveals that Work does not comply with Contract Documents or Legal Requirements, Contractor shall bear all costs arising from such failure, including those of re-testing, re-inspection, approval, or re-approval, including, but not limited to, compensation for services and expenses of the testing laboratory and any other professionals or entities retained by City. Any such costs shall be paid for by City, and City shall then invoice to Contractor and Contractor shall make payment thereof within 30 days after Contractor receives the invoice; if Contractor fails to do so, City shall have the right to withhold the amount from any payment due or to be due to Contractor under this Contract.

(e) Costs for Premature Test. If Contractor requests any test or inspection for any portion of the Project and that portion is not ready for the inspection, City shall have the right to invoice Contractor for all costs and expenses relating to the testing or inspection, including, but not limited to, compensation for services and expenses of the testing laboratory, and any other professionals or entities retained by City. Any such costs shall be paid for by City, and City shall then invoice to Contractor and Contractor shall make payment thereof within thirty (30) days after Contractor receives the invoice; if Contractor fails to do so, City shall have the right to withhold the amount from any payment due or to be due to Contractor under this Contract.

(f) Covered Work. If a portion of the Work is covered or enclosed contrary to the request of any Governmental Authority, City's request, or requirements specifically expressed in the Contract Documents, it must, if required by the Governmental Authority or City, be uncovered for the Governmental Authority's

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or City's observation and be replaced at Contractor's expense without change in the Contract Price or Project Schedule.

(g) Tests and Inspections Not to Delay Work. Tests and inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work on the Project. Contractor shall provide City a minimum of five (5) working days' notice prior to commencement of tests and inspections.

(h) Independent Testing Laboratory. City will select and pay for an independent testing laboratory to conduct tests and inspections and, except as included in the scope of work or specifically provided otherwise in the Contract Documents, City shall pay for all associated costs. Selection of the materials required to be tested shall be made by the laboratory or City and not by Contractor.

2.11 Local and General Conditions

(a) Contractor has conducted a visual examination of the Site and acknowledges and agrees that it has satisfied itself as to the general and local conditions and circumstances affecting the Work that could be reasonably ascertained from a visual inspection to ensure that the Project can be built according to all Applicable Laws and Industry Standards in place as of the Effective Date of this Contract. Contractor acknowledges and agrees that all such matters have been accounted for in the Contract Price.

(b) When required by the Work or otherwise required to satisfy this Section 2.11, Contractor will furnish, at its expense, the services of geotechnical engineers or Consultants. Such services with reports and appropriate professional recommendations shall include, if applicable, test boring, test pits, soil bearing values, percolation tests, air and water pollution tests, and ground corrosion and resistivity tests, including necessary operations for determining subsoil, air, and water conditions. At City's request, Contractor shall make available to City the results of any Site investigation, test borings, analyses, studies or other tests conducted by or in the possession of the Contractor or any of its agents. Nothing herein contained shall be deemed a waiver by Contractor to pursue any available legal right or remedy it may have at any time against any third party who may have prepared any report and/or test relied upon by Contractor.

(d) Unless specifically stated in writing by City, Contractor may not rely upon the accuracy of any utility services or site survey information related to private utilities that the City may provide.

(e) Certain pre-existing conditions may be present within the Site that: (i) are non-compliant with applicable codes, (ii) may become non-compliant with applicable codes upon completion of Contractor's Work, (iii) may cause Contractor's completed Work to be noncompliant with applicable codes, (iv) may prevent City from realizing the full benefits of Contractor's Work, (v) may present a safety or equipment hazard, or (vi) are otherwise outside the scope of Contractor's Work. Regardless of whether or not such conditions may have been readily identifiable prior to the commencement of Work, Contractor will not be responsible for repairing such pre-existing conditions unless such responsibility is expressly provided for in the Work or an approved Change Order. Contractor, in its sole discretion, may determine whether it will bring said pre-existing conditions into compliance by agreeing to execute a Change Order with City for additional compensation and, if appropriate, an extension of time.

2.12 Safety Precautions and Programs

(a) Contractor shall have responsibility for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of this Contract. Subcontractors shall have the responsibility for participating in, and enforcing, the safety and loss prevention programs established by the Contractor for the Project including a Contractor Safety Plan ("**Safety Plan**"), which shall cover all Work performed by Contractor and its Subcontractors. Subcontractors shall promptly report in writing and by phone to Contractor all accidents whatsoever arising out of, or in connection with, the performance of the Work, whether on or off the site of Work, which caused death, personal injury, or property damage, giving full details and statements of witnesses. Contractor will provide and maintain first-aid supplies for minor injuries.

(b) Prior to beginning the Work, Contractor shall provide City with a copy of the Safety Plan, as well as, if requested, an evaluation and appropriate documentation of the safety record of any first-tier Subcontractor that will be performing Work on the Project. The Safety Plan shall include the location of emergency utility shutoffs (both manual and electronic shutoffs, if applicable). Contractor shall review the emergency shut off and evacuation plan with City prior to start of construction.

(c) Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to: (A) employees on the Work and other persons who may be affected thereby; (B) the Work, material, and Equipment to be incorporated therein, whether in storage on or off the site of the Work, under the care, custody, or control of Contractor or Contractor's Subcontractors; and (C) other property at any Site or adjacent thereto such as trees, shrubs, lawns, walks, pavement, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction. Contractor shall give notices and comply with Legal Requirements, ordinances, rules, regulations, and lawful orders of Governmental Authorities bearing on the safety of persons or property or their protection from damage, injury, or loss.

(d) Contractor shall erect and maintain, as required by existing conditions and performance of the contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying City and users of adjacent sites and utilities as identified by City in the preconstruction meeting.

(e) Contractor shall have mandatory pre-job safety briefing for all employees and Subcontractor employees on their first day of on-site construction for their company. Hard hat stickers shall be issued as a proof of briefing attendance.

(f) Safety meetings will be held once a week during construction with all Contractor employees and Subcontractors employees attending. Printed names will be taken of those attending the meeting. No individual will start work on the Site without having attended a safety briefing on the dangers and protocols of the Site. Records of this training will be kept and provided to City upon request. No individual will operate a piece of equipment on which they have not had certification training. Certification shall be made readily available at the Project Site.

(g) When use or storage of explosives, other hazardous materials or equipment, or unusual methods are necessary for execution of the work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. Contractor shall notify City any time that explosives or hazardous materials are expected to be stored on Site. Location of storage shall be coordinated with the City and local fire authorities.

(h) Pursuant to California Labor Code section 6705, to the extent any portion of the Work involves the excavation of any trench or trenches five (5) feet or more in depth, Contractor shall, in advance of excavation, submit to City or a registered civil or structural engineer employed by City a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the Safety Plan, the plan shall be prepared by a registered civil or structural engineer, but in no case shall such plan be less effective than that required by the Safety Plan or Applicable Law. Pursuant to California Labor Code section 6705, nothing in this Article shall impose tort liability upon City or any of its employees.

2.13 Protection of Work and Property. During such times as Contractor or Subcontractors are performing any portion of the Work, they shall protect and secure such Work, materials and Equipment, City's property, and the Site where the Work is being performed from damage or loss arising in connection with operations under the Contract Documents. Contractor and Subcontractors shall repair damage or loss to Equipment or City's property caused by them. Contractor will provide reasonable protection to prevent damage, injury, or loss to employees of Contractor and Subcontractors performing Work under this Contract. Contractor will not be responsible for City's employees' safety unless Contractor's negligence in

the performance of its Work is the proximate cause of the City employee's injury. The following shall apply to the protection of Work and property:

(a) Contractor shall at all times comply with the requirements of Applicable Laws and the Safety Plan with respect to the use, occupancy and condition of the Site, including the location and maintenance of storage and laydown areas used by Contractor.

(b) Contractor will be responsible for all storage and receiving of all Equipment or other freight at the Site(s) or other approved location(s) in a secure manner. Contractor shall obtain City approval, for each Site, the location and size of any requested "lay down", storage, and/or work area. Such approval not to be unreasonably withheld or delayed.

(c) If Equipment or other materials are requested to be stored on-site, prior to construction activities at the Site, Contractor shall obtain City approval, for each Site, the location and size of any requested storage area. Such approval not to be unreasonably withheld or delayed.

(d) Contractor shall be solely responsible to timely notify all public and private utilities serving the affected Site before commencing Work on the Site. Contractor shall notify and receive clearance from any cooperative agency, such as Underground Service Alert, in accordance with California Government Code section 4216, et seq. Contractor shall promptly provide a copy of all such notifications to City or its designated representative, upon request.

(e) Contractor and Subcontractors shall use only those ingress and egress routes designated by City, observe the boundaries of the Site designated by City, park only in those areas designated by City, which areas may be on or off the Site, and comply with any parking control program established by City such as furnishing license plate information and placing identifying stickers on vehicles.

(f) Contractor shall keep the Site and surrounding area free from accumulation of waste material or rubbish caused by operations under this Contract. The Site shall be maintained in a safe, reasonably neat (as may be expected during active construction or work), and orderly condition. If Contractor fails to reasonably clean up as provided in the Contract Documents, upon providing prior written notice to Contractor and if Contractor fails to respond within five (5) days, City may do so and the actual, direct and reasonable cost thereof shall be invoiced to Contractor and withheld from Progress Payments and/or retention. Upon completion of the Project, Contractor and Subcontractor shall dismantle temporary structures, if any, and remove from the Site all construction and installation equipment, fences, scaffolding, surplus materials, rubbish, and supplies belonging to Contractor or Subcontractor.

2.14 Emergencies. In an emergency affecting the safety of persons or property, Contractor shall take any action necessary, at Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in and requested in accordance with the relevant provisions of this Contract. Contractor shall promptly report in writing to City all accidents arising out of or in connection with the Work, which caused death, personal injury, or property damage, giving full details, and statements of any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to City.

2.15 Hazardous Materials. In the event the Contractor encounters or suspects the presence on or in any Site of Hazardous Materials, which have not been rendered harmless, Contractor shall immediately stop Work in the area affected and report the condition to City in writing, whether or not such material was generated by Contractor or City.

(b) Contractor will comply with all Applicable Laws with respect to the identification, and if applicable as part of the Work, removal and proper disposal of any Hazardous Materials known or discovered at or around the Site, and in connection therewith will execute all generator manifests with respect thereto. Contractor and Subcontractors will comply with all Applicable Laws in connection with the use, handling, and disposal of any Hazardous Substances in the performance of its Work.

(c) To the extent City is aware of the presence of any Hazardous Materials at any Site, City shall be responsible for informing Contractor in writing of the location of such Hazardous Materials and shall bear responsibility for reasonable damages for personal injury or property damage caused by its failure to disclose the presence of such Hazardous Materials to Contractor. Notwithstanding the foregoing, City shall have no affirmative duty or obligation to investigate for Hazardous Materials on the Site.

(d) Any Hazardous Material disposal responsibility of Contractor is explicitly stated in this Contract or Contract Documents, and otherwise the cost thereof shall be borne by City.

(e) City will indemnify, defend, and hold Contractor harmless from and against any and all actions, claims, demands, damages, disabilities, fines, penalties, losses, costs, expenses (including consultants' and attorneys' fees and other defense expenses) and liabilities of any nature that in any way result from, or arise under, such City owned or generated Hazardous Materials, except for liabilities to the extent arising from: (1) the negligence or willful misconduct of Contractor, or its Subcontractors, agents or representatives, in the handling, disturbance or release of preexisting Hazardous Materials; (2) Hazardous Materials transported onto the Site by Contractor, or its Subcontractors, agents or representatives; or (3) as otherwise set forth in this Contract. This indemnification will survive any termination of this Contract.

2.16 Project Manuals and Drawings

(a) Submittal. Contractor shall obtain and shall submit to City all required Engineering Documents as required in the Contract Documents with such promptness as to cause no delay in the Work. City shall have the right, but not the obligation, to review all Engineering Documents and may direct Contractor to make such changes to the design and engineering of the Project as City reasonably believes are necessary and as are requested within a reasonable time after the Engineering Documents are submitted, so long as any such changes are within the scope of Work (or, if not, a Change Order has been executed with respect to such changes); provided however, that no such review or requested change shall impose any liability on City (other than to make payment in accordance with any applicable Change Order) or relieve Contractor of any of its responsibility for the design, engineering and performance of the Project as provided in this Contract. Any submission, which in City's opinion is incomplete, contains numerous errors, or has been checked only superficially by Contractor, will be returned unviewed by City for resubmission by Contractor. Contractor shall not commence any portion of the Work requiring an Engineering Document or sample submission until City has approved the submission.

(b) Sample. Where samples or mockups are requested by City, and Work is approved based on the samples or mockups, all Work shall be in accordance with the approved samples and mockups.

(c) Extent of Review. In reviewing Engineering Documents, City will not verify dimensions and field conditions. City will review and approve Engineering Documents, product data, and samples for aesthetics and for conformance with the design concept of the Work and the information given in the Contract Documents. City's review shall not relieve the Contractor from responsibility for any deviations from the requirements of the Contract Documents unless City has given specific written approval. Contractor and Subcontractors shall be solely responsible for determining any quantities, whether or not shown on the Engineering Documents. Contractor shall submit structural/civil plans and supporting calculations for solar panels system and other applicable improvements for City's review and approval.

(d) Substitution Unless the Contract Documents state that no substitution is permitted, whenever in the Contract Documents any specific brand or trade name is specified such specification shall be deemed to be followed by the words "or equal." City may consider an untimely substitution request if the product specified is no longer commercially available or in City's best interest.

(e) Project Manual. A Project Manual shall be assembled by Contractor and provided to City as a requirement for achieving Final Completion.

(f) Documents and Samples at the Site. Contractor shall maintain at the Project for the City one record copy of the Drawings, Specifications, Change Orders, and other modifications, in good order and marked currently to record changes and selections made during construction. In addition, Contractor shall maintain at the Site approved Shop Drawings, Engineering Documents, samples, and similar required submittals.

2.17 Warranties

(a) Contractor Warranties. Contractor warrants that, throughout and until the end of the Warranty Period:

(i) The Project will be developed, designed, engineered, and constructed to satisfy all applicable Legal Requirements, the requirements of the Contract Documents, and all descriptions set forth herein, applicable construction codes and standards and all other requirements of this Contract, and to produce a fully functional Project that is capable of operating free of major defects, assuming customary operation and maintenance.

(ii) All Equipment installed as part of the Project shall conform in all respects to the requirements of the Contract Documents, Legal Requirements, the requirements of the City, and all other requirements of this Contract and shall be new and undamaged at the time it is put into service, and will be installed in accordance with the Equipment Documentation (including all requirements necessary to preserve and maintain in effect any and all Equipment Warranties) and all Equipment Warranties are in effect.

(iii) The Work, including all workmanship and materials incorporated therein will be free from defects in design, engineering, materials, construction, and workmanship, and shall conform in all respects with all Legal Requirements, City, and the Contract Documents.

(b) Subcontractor and Supplier Warranties. Contractor shall, for the protection of City, use commercially reasonable efforts to obtain from all Suppliers and Subcontractors from which Contractor procures equipment or materials or services, warranties and guarantees with respect to such equipment, materials or services, which shall be made available to City to the full extent of the terms thereof. At all times during performance of Work under the Contract Documents, Contractor shall perform the Work in a manner consistent with all such warranties and shall not perform any actions that may violate or void such warranties. Contractor shall assign all remaining Equipment Warranties to City upon expiration of the Warranty Period. Contractor shall deliver to City promptly following execution or receipt of the applicable agreement copies of all warranties and guarantees received from any Subcontractor or Suppliers, together with copies of such agreements (redacting confidential information as required thereunder).

(c) Independent Warranties. Contractor's Warranties under this Section are separate and independent of one another. Contractor's failure to meet any of the foregoing warranties shall be deemed a breach of the Warranties.

(d) Warranty Period. Contractor shall remedy any breach of the Warranties set forth in this Section occurring during the period commencing on the date of Beneficial Use of the Project and ending on the date that is that later of one (1) year after the Beneficial Use of the entire Project, or the date upon which any applicable manufacturer's warranty for any item of Equipment put into Beneficial Use expires (the "Warranty Period").

(e) Remedies.

(i) If any Warranty set forth in this section is breached or a defect or deficiency is discovered during the Warranty Period, Contractor shall, upon written notice from City of a Warranty claim prior to the expiration of the Warranty Period, at Contractor's sole option, re-perform, repair, replace and/or correct the applicable Work and resulting damage to the Project caused by such defective Work on a reasonably expedited basis while making reasonable attempts to minimize any impact of the failure on the

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availability and functionality of the Project. Contractor shall have reasonable access to the Site as necessary to perform its Warranty obligations hereunder. All costs of or incidental to Contractor's performance of its Warranty obligations shall be borne by Contractor, including, where required, revising or re-engineering any deficient systems, the removal, replacement and reinstallation of all equipment necessary to gain access to defective Work, the repair of any and all damage to any part of the Project or the Site, and the cost of conducting all tests to confirm that all necessary corrective action has occurred. If the Project Warranties failure has the effect of voiding any Equipment Warranty, then Contractor will at its own expense correct the condition as required in order to ensure that the Equipment Warranty is reinstated by the manufacturer on such item, or that a replacement item with full Equipment Warranty is provided and installed.

(ii) Should Contractor fail to begin to perform such necessary repairs, replacement, or correction within ten (10) days' notice of a Warranty claim or such shorter period as necessary in the event of an emergency (but not less than twenty-four (24) hours) and thereafter diligently pursue such correction, City shall have the right to perform such repair, replacement or correction, and Contractor shall be liable for all reasonable, direct costs, charges and expenses incurred by City in connection with such repair or replacement and shall forthwith pay to City an amount equal to such costs, charges and expenses upon receipt of invoices certified by City. City's action in correcting defects in accordance with this Section shall not void Contractor's Warranty obligations hereunder, except in the case of City's or its agent's (other than Contractor or any Subcontractor) negligence or willful misconduct.

(f) Warranty Exclusions. Notwithstanding any provision herein to the contrary, the Warranty obligations of Contractor do not extend to (i) Work that is damaged by the negligence or willful misconduct of City, (ii) the failure of City to maintain and operate the Equipment materially in accordance with all manufacturer's recommendations and any instructions, practices and procedures of which City has been advised in writing by Contractor (except if such failure is caused by Contractor or any Subcontractor), (iii) normal wear and tear, (iv) Force Majeure Events, (v) any alteration, repair or replacement made by a Person other than Contractor or any Subcontractor without the prior written approval of Contractor (excluding alterations, repairs or replacements made pursuant to this Contract), r; and (vi) corrosion, erosion, deterioration and abuse.

(g) Waivers. EXCEPT FOR THE WARRANTIES PROVIDED IN THIS SECTION, CONTRACTOR MAKES NO WARRANTIES IN CONNECTION WITH THE WORK PROVIDED UNDER THIS CONTRACT, WHETHER EXPRESS OR IMPLIED IN LAW, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES AGAINST INTELLECTUAL PROPERTY INFRINGEMENT. CITY WILL HAVE NO REMEDIES AGAINST EITHER CONTRACTOR OR ANY CONTRACTOR'S SUBCONTRACTORS OR SUPPLIERS FOR ANY DEFECTIVE MATERIALS OR EQUIPMENT INSTALLED, EXCEPT FOR THE REPAIR OR REPLACEMENT OF SUCH MATERIALS OR EQUIPMENT IN ACCORDANCE WITH THE WARRANTY INDICATED ABOVE. SPECIFICALLY, NEITHER CONTRACTOR, NOR CONTRACTOR'S SUBCONTRACTORS OR SUPPLIERS, WILL BE LIABLE TO CITY FOR LOSS OF PROFITS OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY.

2.18 City's Right to Stop the Work. If, after being provided written notice as required under the Contract Documents, Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out Work in accordance with the Contract Documents or fails to follow safety requirements, the City, by written order signed personally or by an agent specifically so empowered by the City in writing, may order the Contractor to stop the Work or any portion thereof, until the cause for such order has been eliminated.

2.19 City's Right to Carry Out The Work. If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails (within a sixty (60) day period after receipt of written notice or an alternative reasonable time period expressly stated in the written notice from the City) to commence and continue correction of such default or neglect with diligence and promptness, City may correct such deficiencies by whatever reasonable method City may deem expedient without prejudice to

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other remedies City may have, and may withhold the cost of such correction from any sums due Contractor under this Contract.

2.20 City's Obligations.

(a) Registration, Permits and Approvals.

(i) Prior to issuing the Notice to Proceed to Contractor, City must register the Project with the Department of Industrial Relations, using Form PWC-100.

(ii) City will cooperate fully with and assist Contractor in obtaining all Governmental Approvals required under this Contract. Contractor is responsible for obtaining and paying for (but including the cost therefor in the Contract Price) any and all permits required by any Governmental Authority in connection with the Project; except those permits, inspections, certifications, permits or approvals that may be required for ongoing operation of the Project after the Completion Date shall be the responsibility of City except as set forth in the Maintenance and Verification Agreement.

(b) Coordination. The Parties will work together in good faith to coordinate the activities of Contractor and Contractor's Subcontractors and Suppliers with those of City to allow Contractor to timely complete the Work.

(c) Access. City hereby grants to Contractor, without cost to Contractor, all rights of ingress and egress at the Site, necessary for Contractor to timely perform the Work contemplated by this Contract, including without limitation and at no extra cost to Contractor, access to perform Work on Saturdays, Sundays, legal holidays, and non-regular working hours when reasonably required to minimize interruptions to City's normal activities at the Site. Contractor shall provide City access to the Work in preparation and progress wherever located.

(d) Consents; Cooperation. Whenever a Party's consent, approval, satisfaction, or determination will be required or permitted under this Contract, and this Contract does not expressly state that the Party may act in its sole discretion, such consent, approval, satisfaction, or determination will not be unreasonably withheld, qualified, conditioned, or delayed, whether or not such a "reasonableness" standard is expressly stated in this Contract. Whenever a Party's cooperation is required for the other Party to carry out its obligations hereunder, each Party agrees that it will act in good faith and reasonably in so cooperating with the other Party or its designated representatives or assignees or subcontractors. Each Party will furnish decisions, information, and approvals required by this Contract in a timely manner so as not to delay the other Party's performance under this Contract.

(e) General Obligations of City.

(i) City will coordinate with Contractor to provide a temporary staging area for Contractor, or its subcontractors, to use during the construction phase to store and assemble equipment for completion of the Work, if needed. City will provide sufficient space at the Site for the performance of the Work and the storage, installation, and operation of any equipment and materials. City will not unreasonably restrict Contractor's access to Site to make emergency repairs or corrections as Contractor may determine are needed.

(ii) City will maintain the portion of each Site that is not directly affected by Contractor's Work. City will keep the designated Site and staging area for the Project free of obstructions, waste, and materials within the reasonable control of City.

(iii) City will obtain any required environmental clearance from, and any inspections, including special inspections, or permits required by, any federal, state, and local jurisdictions, including but not limited to any clearances required under CEQA, prior to scheduled construction start date.

(iv) Subsurface conditions and obstacles (buried pipe, utilities, etc.) that were not reasonably ascertainable by Contractor or are not otherwise previously and accurately documented by City and such documentation made available to and reasonably relied upon by Contractor are the responsibility of City.

(v) City will remove any Hazardous Materials either known to City prior to the commencement of the Work or encountered by Contractor during the construction of the Project, if necessary, in order for the Work to progress safely, unless otherwise specifically stated in the Work. Contractor will respond to the discovery of Hazardous Materials at or around the Site during the course of Contractor's construction.

(vi) City will coordinate the Work to be performed by Contractor with its own operations and with any other construction project that is ongoing at or around the Site.

(f) Appropriation. City warrants and represents that City has obtained complete funding to compensate Contractor for the Work before issuing a Notice to Proceed to commence Work.

3. TERM AND TERMINATION. The term of this Contract shall commence upon the date of the City's issuance to Contractor of a Notice to Proceed with the Work, and shall expire upon Contractor's completion of the Work to the reasonable satisfaction of City, which shall be signified by City's issuance of a Notice of Completion in the form prescribed by law. All of covenants, representations and warranties set forth in the Contract Documents, including indemnification obligations, that are intended to bind the Parties after the completion of the Project or termination of the Contract Documents, will survive such completion or termination for the periods provided for in the Contract Documents or otherwise allowed by law. City or Contractor may terminate the Contract only as provided in the Contract Documents.

4. PRICE AND PAYMENT.

4.1 Contract Price. This Agreement is a Guaranteed Maximum Price Contract (or GMP as Not-To-Exceed Price, NTE, or NTX), and Contractor shall be responsible for any and all cost overruns unless the GMP established by this Agreement is increased via a formal change order; and only as a result of additional scope from the City, as opposed to price overruns, delays, errors, or omissions.

(a) Compensation. The GMP of this Agreement, and the maximum total compensation that shall be due and payable by the City to Contractor for complete performance of the Work and completion of the Project, shall not exceed _____ ($_____) ("Compensation"), which comprises Contractor's GMAX Bid.

(b) Accuracy of GMAX Bid. Contractor represents that its GMAX Bid and estimated costs to complete the Project reflect the best professional estimate of actual costs anticipated. The Compensation is the maximum price that the City and the Contractor agree upon as payment for providing all the Work and completing the Project in accordance with the Contract Documents, and is the complete and total sum that shall be payable by City for any and all costs, direct or indirect, of Contractor for provision of the Work and construction of the Project, including but not limited to general and supplementary conditions, performance and payment bonds, design and engineering, cost of Equipment or materials, Contractor fee for construction, and Contractor overhead and profit, and any other items of costs, accounting, or expense relating to or arising therefrom. In the event that Direct Cost is more than Contractor's GMAX Bid, Contractor shall be responsible for any and all cost overruns unless the GMP established by this Agreement is increased via a formal change order; and only if such overruns result of additional scope from the City, as opposed to price overruns, delays, errors, or omissions. In either event the dollar amount paid by the City for the Contractor Fee shall remain unchanged. Should Contractor believe that it is entitled to additional compensation or time, it must request such compensation pursuant to the provisions governing Change Orders (Section 8) and/or provisions governing Claims (Section 7.6).

4.2 Retention. City shall retain an amount equal to 5% of each Progress Payment made for the Project.

4.3 Payment Schedule. The Progress Payment Milestones defined in this Section shall be used as the basis for preparation of progress invoices. Subject to Section 4.9 and except as provided in the Agreement, City shall pay to Contractor the applicable Progress Payment set forth in the Progress Payment Milestones when:

(a) Contractor has completed the Work associated with such payment in accordance with the Progress Payment Milestones;

(b) Following submittal of the supporting documentation required for the respective Progress Payment Milestones to the satisfaction of the City;

(c) Following submittal of Payment Application; and

(d) Subject to Retention as provided in Section 4.2.

4.4 Application for Payment. Contractor shall submit to City an invoice (a "**Payment Application**") in the standard form on file with City. Each monthly progress report shall be certified by Contractor as being true and correct as of the date of such Payment Application. Contractor warrants that title to all Work covered by a Payment Application will pass to the City no later than the time of payment.

4.5 Review of Progress Payment. City will, within seven (7) days after receipt of Contractor's Payment Application, either approve such payment or notify Contractor in writing of City's reasons for withholding approval in whole or in part. The review of Contractor's Payment Application by City is based on City's observations at the Site and the data comprising the Payment Application whether the Work has progressed to the point indicated and whether, to the best of City's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. City will pay Contractor the amount City approves pursuant to Section 4.7 within 30 days after the Payment Application was properly submitted.

4.6 Decisions to Withhold Payment. City may withhold payment, in whole, or in part, to such extent as may be reasonably necessary to protect the City from loss because of any acts or omissions by Contractor, including any rights to withhold mentioned in the Contract Documents.

4.7 Progress Payment Milestones. Progress Payments shall be made in accordance with California Public Contract Code section 20104.50. City shall pay the Contract Price to Contractor on percent completion basis in accordance with the Schedule of Values in Attachment 2, and after Contractor has complied with the requirements of this Section 4.7 and the Contract Documents (each, a "**Progress Payment Milestone**"):

(a) General Provision for Progress Payment Milestones.

(i) Progress Payments: As the Work progresses, Contractor will submit to City its Payment Applications based on the progress made on the Project through the date on which Contractor submits such application for payment. Only one Payment Application shall be submitted per calendar month. Each line item contained in the Schedule of Values will be assigned a value such that the total of all items equals the Contract Price, and Payment Applications will be in accordance with the Schedule of Values.

(ii) Mobilization and Equipment Deposits: Notwithstanding paragraph (i) above, upon request a "Mobilization Payment" equal to five (5) percent of the Contract Price, and an "Equipment Deposits" equal to five (5) percent of the Contract Price, shall be paid by City to Contractor upon City's issuance of a Notice to Proceed. Such amounts shall be deducted from the ensuing Progress Payment made by City to Contractor such that all future Progress Payments shall correspond with Progress Completion Milestones.

(iii) Final Payment: Five (5) percent of the Contract Price upon filing of the project Notice of Completion, less any amounts properly withheld by City in accordance with the Contract Documents, until

such time, if any, that such amount or amounts may be or are required to be released in accordance with the Contract Documents.

4.8 Payments and Information to Subcontractors. No later than seven (7) days after Contractor receives payment from City, pursuant to California Business and Professions Code section 7108.5, Contractor shall pay to each Subcontractor, out of the amount paid to Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled under the parties' Subcontract and payment terms, reflecting percentages actually retained from payments to Contractor on account of such Subcontractor's portion of the Work. Contractor shall, by appropriate Subcontract with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner. City has no obligation to pay, or to see to the payment of, money to a Subcontractor except as may otherwise be required by Applicable Law.

4.9 Waivers and Releases. Within thirty (30) days after receipt of each progress payment and the Final Payment, Contractor shall provide (and shall cause its first-tier Suppliers and Subcontractors to provide) to City a conditional lien waiver and release (related to the Progress Payment as applicable) in a form substantially similar to the forms attached hereto as **Attachment 5** ("**Lien Release Forms**")**.**

4.10 Progress Payment Terms. The obligation of the City to pay Progress Payments hereunder shall constitute a current expense of City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by City, nor shall anything contained herein constitute a pledge of the general tax revenues, funds, or moneys of City.

4.11 Completion of Work. Upon receipt of the Contractor's signed Final Completion Certificate, City will make an inspection to determine whether the Work, or designated portion thereof, is complete. If City's inspection discloses any item which is not completed in accordance with the requirements of the Contract Documents, Contractor shall, before City's issuance of the Notice of Completion and Final Payment, diligently complete or correct such item.

4.12 Partial Occupancy or Use. To the extent reasonably practicable based on the particular portion of the scope of Work, City may occupy or use any completed or partially completed portion of the Work at any stage without accepting that Work and without waiving rights to claim damages as to that Work (to the extent expressly permitted herein). City and Contractor shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents.

4.13 Acceptance, Final Completion Certificate and Final Payment. If City's representatives find the Work fully performed under the Contract Documents, they shall so notify Contractor, who shall then submit to City its final Application for Payment. After City's representatives find the Work fully performed, City's governing body should accept the Work as fully complete. After completion, City may record a Final Completion Certificate with the County Recorder in accordance with California Civil Code section 3093. Contractor shall, upon receipt of Final Payment from City, pay the amounts due Subcontractors. City shall pay the retainage pursuant to California Public Contract Code section 7107. Any application for Final Payment shall be accompanied by the same details required for regular progress payments. Acceptance of the Final Payment shall constitute a waiver of Claims except for those previously identified in writing and identified by that payee as unsettled at the time of final payment.

4.14 Taxes. Contractor will pay all applicable Federal, State, and local taxes on all materials, labor, or services furnished by it, and all taxes arising out of its operations under the Contract Documents.

4.15 Limitations on Compensation. The "Contract Price" includes the total, not to exceed guaranteed maximum compensation that will be paid to Contractor in connection with the Work and Project called for by this Contract, including: (a) all costs for all labor, materials, work or equipment needed to deliver a "turnkey" Project in compliance with the Contract Documents; and (b) any and all construction management

fees, overhead, administrative charges, profit, or compensation of any other kind or nature to be paid Contractor in consideration for the Work.

5. COMMENCEMENT AND SCHEDULE

5.1 Project Schedule. Time is of the essence in this Contract (subject to any notice requirements and cure periods set forth herein), and, subject to the terms of the Contract Documents, the date for Substantial Completion of the Project shall be the Completion Date set forth in the Project Schedule in **Attachment 3**, and Contractor shall develop, design, install and commission the Project and perform all Work hereunder in accordance with the Project Schedule.

5.2 Project Phases and Notice to Proceed. The Effective Date shall not be postponed by the failure to act of Contractor or of persons or entities for which Contractor is responsible. The Work on the Project shall be performed in accordance with the following phased approach:

(a) Design Phase. Contractor shall prepare and deliver all Engineering Documents to City for review and approval, which approval shall not be unreasonably withheld. City shall diligently review and respond to each submission by Contractor within twenty (20) days. Contractor shall incorporate City's comments and requested changes unless Contractor can demonstrate that such requested changes would materially impact the Contract Price, the Project Schedule, or any other material requirement of the Contract Documents in which case Contractor shall submit a Change Order. Upon resolution of the provision hereinabove set forth, Contractor shall complete and submit revised Engineering Documents as early as is practical but in all cases within 20 days.

(b) Governmental Approval Phase. Upon City's written approval of Engineering Documents, Contractor shall seek all such approvals of all required Engineering Documents and the Project as may be required by any Governmental Authority. Contractor shall exercise all reasonable diligence to ensure that all necessary Governmental Approvals are received by the date specified in the Project Schedule. City shall not unreasonably withhold its consent to any modifications to the Engineering Documents that may be requested by any Governmental Authority or quasi-governmental agency with jurisdiction over the Project or the Work, excepting any changes that materially affect the Contract Price or that materially affect the Project. The Engineering Documents with all changes as necessitated by any Governmental Authority and as approved by City shall constitute the 100% Engineering Documents and serve as the basis for construction. The receipt and approval of the one hundred percent (100%) Engineering Documents and copies of all Governmental Approvals by the City shall constitute the completion of the Governmental Approval Phase.

(c) Construction Phase. Following completion of the Governmental Approval Phase, Contractor shall facilitate, or cooperate with City in its efforts to facilitate, a kick-off meeting with City, Contractor, Subcontractors, and any other third-parties deemed necessary by the Parties. Following the kick-off meeting, Contractor shall commence the construction of the Project in accordance with the one hundred percent (100%) Engineering Documents and all other Contract Documents.

(d) Substantial Completion. When Contractor believes it has achieved Substantial Completion, Contractor shall notify City of the same and the City shall expeditiously work to inspect and confirm. Within ten (10) business days after Contractor's submission or City's independent confirmation of all items required for Substantial Completion, whichever last occurs, City shall either (i) acknowledge and agree in a writing delivered to Contractor that the Project has been satisfactorily completed, or (ii) advise Contractor by written notice that Substantial Completion has not been achieved and identify any missing items or defects or deficiencies in the Work for which Contractor is responsible or any other reason why the requirements of Substantial Completion have not been met. Substantial Completion shall be achieved when, and completion of the Construction Phase requires that:

(1) The Project has been built in conformance with the terms and conditions of the Contract Documents;

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(2) The Project complies with all applicable Legal Requirements and has passed all required inspections by any applicable Governmental Authority and all applicable Governmental Approvals have been received and copies thereof have been delivered to City;

(3) Contractor shall have delivered a true, correct, and complete certification of Substantial Completion signed by Contractor.

(f) Final Completion. When Contractor believes it has achieved Final Completion, Contractor shall deliver to City the written Final Completion Certificate which certificate shall certify the Final Completion Date and the Contractors achievement of Final Completion. Within ten (10) business days after Contractor's submission or City's independent receipt of all items required for Final Completion, City shall deliver such certificate to Contractor, acknowledged and agreed by City, and confirming the Final Completion Date (the "Final Completion Certificate"). The Project may only be accepted as complete by action of the City. Final Completion requires that:

(1) Contractor has received all local, state and federal Governmental Approvals and other approvals as may be required by Applicable Law for the operation and maintenance of the Project, including approvals, if any, required under the CEQA for the Project;

(2) City has received from Contractor all Equipment and Project manuals including two (2) sets of full size as-built drawings approved and stamped by the engineer of record (as built drawings shall also be provided to City in PDF and native file format);

(3) All Contractor's materials and wastes have been removed from the Site and properly disposed;

(4) All Punchlist Work with respect to the Project and the Site has been completed to the City's reasonable satisfaction;

(5) A final walkthrough of the Project and Site has been conducted with Contractor and City to determine completion of the terms of the Contract; and

(6) Contractor shall have delivered a true, correct, and complete Final Completion Certificate signed by Contractor.

5.3 Hours of Work

(a) Sufficient Forces. Contractors and Subcontractors shall furnish sufficient forces to ensure the prosecution of the Work in accordance with the Project Schedule.

(b) Performance During Work Hours. Work shall be performed during regular working hours except that in the event of an emergency or when required to complete the Work in accordance with job progress, Work may be performed outside of regular working hours with the advance written consent of the City. Subject to City's advance written approval, Work may also be performed outside of regular working hours to minimize disruption to City operations.

5.4 Progress and Completion. Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Contract, Contractor confirms that the Project Schedule is a reasonable period for performing the Work. Contractor shall not knowingly, except by agreement or instruction of City, in writing, commence operations on the Site or elsewhere prior to the effective date of insurance required by this Contract to be furnished by Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance. Contractor shall proceed expeditiously with adequate forces and shall achieve Completion within the Project Schedule, subject to any extension rights set forth in this Contract. Upon request, Contractor shall submit its daily logs for the monthly period with the updated schedule. Float is not for the exclusive use or benefit of either Party but it is a jointly owned expiring Project resource available to both Parties as needed to meet the Project Schedule.

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5.5 Progress Meetings. Unless otherwise stated in the Contract Documents and subject to change by City, the Parties shall meet at least biweekly during performance of Work to, among other things, review Work performed to date and to be performed. Contractor shall organize the meeting, prepare, and distribute meeting minutes. Meeting minutes shall be taken in satisfactory written form and include a three (3) week look-ahead schedule, Request for Information log, and Change Order log, as applicable. Meeting minutes shall be updated during the meeting and distributed within three (3) Business Days of the meeting and City shall have 5 business days after City's receipt of such minutes to object to them in writing and provide corrections in writing. A quorum of meeting attendees will be named at the first meeting. The named quorum shall be in attendance in all Project meetings.

5.6 Conformity with Project Schedule. Contractor shall prosecute the Work, and shall cause each Subcontractor to prosecute the Work, so that the portion of the Work completed at any point in time shall be not less than as is required by the Project Schedule (subject to any extension rights set forth in this Contract). If the rate of progress is such that the total amount of Work and/or the degree of completion of the Work accomplished by Contractor within any time period required by the Project Schedule and/or the Contract Documents is less than the amount therein specified to be completed within such time, and it reasonably appears that Contractor will be unable to complete the Work by the Completion Date, Contractor shall so notify City within ten (10) Days of Contractor's knowledge of the delay, or City may notify Contractor of the same. Contractor shall, within ten (10) Business Days of Contractor's knowledge of such delay or receipt of any such notice from City, submit a Recovery Plan to City allowing for completion of the Work on the Project by the Completion Date. If City directs Contractor in writing to implement the Recovery Plan, then Contractor shall do so within ten (10) Business Days or such request. If City, acting reasonably, does not agree that Contractor has demonstrated in the proposed Recovery Plan its ability to recapture lost time, meet interim milestones and complete the relevant portion of the Work by the applicable scheduled date or deadline, and the reasons therefor are not an Excusable Delay as outlined in this Contract, City may, without prejudice to any other right or remedies it may have, take one or more of the following actions: (a) require Contractor to employ such extraordinary measures as are necessary to bring the Work into conformity with the Project Schedule, including, without limitation, requiring Contractor to increase its work force, work overtime, and/or extra shifts (at Contractor's sole cost and expense); and/or (b) withhold Progress Payments or portions thereof until such time as the Work is in conformity with the Project Schedule. If the cause for Contractor's inability to meet the Completion Date are as a result of an Excusable Delay, then the terms of Section 5.7 shall dictate.

5.7 Extensions of Time – Liquidated Damages

(a) Excusable Delay. Contractor shall be entitled to a Change Order because of any delays in completion of the Work due to Excusable Events. Contractor has the burden of providing reasonable evidence that any delay was directly caused by an Excusable Event.

(b) Notice by Contractor Required. Contractor shall within 10 days of knowledge of any delay due to an Excusable Event notify City in writing thereof. The Parties will then meet and confer in good faith to determine the reasonableness of Contractor's claimed delay due to an Excusable Event, the facts and extent thereof, and whether any extension of time for completing the Work is reasonably appropriate. Extensions of time shall apply only to that portion of the Work affected by the delay and shall not apply to other portions of the Work not so affected. Except as otherwise set forth in this Contract, the sole remedy of Contractor for delays resulting or arising from an Excusable Event shall be an extension of the Project Schedule at no cost to City, and no increase to the Contract Price or compensation paid Contractor shall result.

(c) Conditions for Extension of Time. If Contractor is delayed at any time in progress of the Work by an Excusable Event, or by changes in the Work justifying a Change Order, then the Project Schedule shall be extended by Change Order for such reasonable time as required under the circumstances. Claims relating to time extensions shall be made in accordance with Section 7.6 of this Contract.

(d) Early Completion. If Contractor submits a revised schedule showing an earlier completion date for the Project, City's acceptance of this revised schedule shall not entitle Contractor to any additional compensation or Claim due to any such revised schedule (nor shall it subject Contractor to Liquidated Damages based on such earlier completion date). Regardless of the cause therefore, the Contractor may not maintain any Claim or cause of action against City for damages incurred as a result of its failure or inability to complete the Work or the Project in a shorter period than established in the Contract Documents.

(e) Liquidated Damages. Subject to the limitation of liability specified below, if Contractor fails to cause Substantial Completion to occur on or prior to the Completion Date, as may be extended in accordance with the terms of this Contract, Contractor shall pay City as its sole and exclusive remedy therefor, as liquidated damages and not as a penalty, in an amount equal to the liquidated damages specified in this subsection (e) (the "**Liquidated Damages**"). The actual occurrence of damages and the actual amount of the damages which the City would suffer if the Work were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations, and it is impracticable and extremely difficult to fix the actual damages. Damages that City would suffer in the event of delay include, but are not limited to, loss of the use of the Project and each individual Site, and the energy savings afforded by the Project and each individual Site, disruption of activities, costs of administration, supervision and the loss suffered by the public. Accordingly, the Parties agree that an amount not to exceed $XXXX for each day by which the Work, or portion thereof, is delayed beyond the Completion Date shall be the amount of damages which the City shall directly incur upon failure of the Contractor to cause Substantial Completion of the entire Project to occur on or prior to the Completion Date (the "**LD Rate**"). If Contractor becomes liable under this Section, City, in addition to all other remedies provided by law, shall have the right to withhold any and all retained percentages of payments, and to collect the interest thereon, which would otherwise be or become due the Contractor until the liability of the Contractor under this Section has been finally determined. If the retained percentage is not sufficient to discharge all liabilities of Contractor incurred under this Section, Contractor and its sureties shall continue to remain liable to City for such liabilities until all such liabilities are satisfied in full. If City accepts any Work or makes any Progress Payment under this Contract after a default by reason of delays, the payment or payments shall not constitute a waiver or modification of any Contract provisions regarding time of completion and Liquidated Damages.

5.9 Delays Due to Project Site Activities. City shall not be liable for any damages or compensation to Contractor resulting from, arising out of, or related to any delays caused by scheduled activities at the Site where Contractor was notified in writing of such scheduled activities prior to signing this Contract, including City's construction projects and other events which would require access to Site. Where City did not inform Contractor in writing of such scheduled activities, or required activities arise during the Project that were not scheduled prior to Contract signing and that impact the Project Schedule, Contractor shall be entitled to reasonable additional time for the Project Schedule and an adjustment to Contract Price in accordance with a Change Order. If any part of Contractor's Work depends on proper execution or results upon work of any other contractor ("**Other Contractor Work**"), the Contractor shall inspect and promptly report to City in writing any defects in such work that render it unsuitable for such proper execution and results.

(a) Contractor will be held liable for damages to City for that Other Contractor Work (as defined above and as used in this section only) which it failed to inspect or should have inspected. Contractor's failure to inspect and report shall constitute its acceptance of Other Contractor Work as fit and proper for reception of its work, except as to defects which may develop in other contractors' work after execution of Contractor's work. To ensure proper execution of its subsequent work, Contractor shall measure and inspect Other Contractor Work already in place and shall at once report to the City in writing any discrepancy between completed Other Contractor Work and Contract Documents.

(b) It is the obligation of Contractor to ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by City in prosecution of the Project, if any.

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(c) Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy of the Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, City shall decide which contractor shall cease work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously.

(d) If the Project is split into phases and/or separate contracts, then Contractor has made allowances for any delays or damages which may arise from coordination with contractors for other phases or contracts. If any delays should arise from a contractor working on a different phase or contract, Contractor's sole remedy for damages, including delay damages, shall be against the contractor who caused such damage and not the City. Contractor shall provide access to contractors for other phases or contracts as necessary to prevent delays and damages to contractors working on other phases or contracts.

6. REPRESENTATIONS AND WARRANTIES. The Parties represent and warrant (to the extent set forth below) that:

(a) Contractor represents that it is duly organized, validly existing and in good standing as a contractor and licensed contractor under the laws of the State of California;

(b) Each Party represents that it has full power, authority and legal right to enter into and perform its obligations under this Contract, and the execution, delivery and performance of this Contract have been duly authorized by all necessary corporate actions on the part of Contractor, and all governmental actions on the part of City, and do not require any further approvals or consents;

(c) Each Party represents that the execution, delivery, and performance of this Contract does not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement, or instrument to which it is a party by which it or its property is bound;

(d) Each Party represents that there is no pending or, to its knowledge, threatened action, or proceeding before any court or administrative agency that will materially adversely affect its ability to perform its obligations under this Contract.

(e) Should a change in law occur subsequent to the date of execution of the Contract that increases Contractor's costs, the parties shall, to the extent allowed by law, negotiate an equitable resolution. A change in law for this purposes shall not include and specifically excludes a change in any applicable tariffs or as the enactment of a new tariff or modification of an existing tariff.

7. BREACH AND TERMINATION

7.1 <u>Termination by the City for Cause.</u>

(a) Contractor agrees that City shall be entitled to terminate this Contract upon the occurrence of any of the following circumstances, each of which shall constitute an event of default hereunder (each, a **"Contractor Event of Default"**):

(i) Contractor refuses or fails to supply personnel or materials in accordance with this Contract;

(ii) Contractor fails to make payment to Subcontractors for materials or labor in accordance with California Public Contract Code section 10262 or California Business and Professions Code section 7108.5, as applicable;

(iii) Contractor disregards Applicable laws, ordinances, rules, regulations, or orders of a Governmental Authority; or

(iv) Contractor otherwise is in substantial and material breach of a provision of the Contract Documents.

(b) City's authority to terminate this Contract for cause shall be contingent upon providing written notice to Contractor of the Contractor Event of Default. Where the Contractor Event of Default can be cured, Contractor shall take action and cure the Contractor Event of Default within thirty (30) Days after the date of City's written notice. In the event the Contractor Event of Default cannot be cured within thirty (30) Days, Contractor shall provide written notice to City of the requirement of a longer cure period with a timeline for cure and shall commence within thirty (30) Days actions necessary to cure the Contractor Event of Default and diligently and timely proceed to complete the cure.

(c) When any Contractor Event of Default exists and Contractor fails to cure the same pursuant to the procedure set forth above, the City may, without prejudice to any other rights or remedies of the City and after giving the Contractor and the Contractor's surety, if any, written notice of seven (7) days, terminate the Contract and may, subject to any prior rights of the surety, (i) take possession of the Site and of all material or Equipment thereon owned by the Contractor, (ii) accept assignment of contracts with Subcontractors, and (iii) complete the Work by whatever reasonable method the City may deem expedient.

(d) In the event of termination for cause, if the unpaid balance of the Contract Price exceeds the reasonable, actual and direct costs of completing the Work, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to City. This payment obligation shall survive completion of the Project and termination or expiration of this Contract.

7.2 Suspension or Termination by the City for Convenience.

(a) The City may, without cause, order the Contractor in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the City may determine. Contractor shall be entitled to an extension of time and an adjustment shall be made for increases in the cost of performance of the Contract. No adjustment shall be made to the extent: (i) performance is, was, or would have been so suspended, delayed, or interrupted by another cause for which the Contractor is responsible; or (ii) that an equitable adjustment is made or denied under another provision of this Contract. Adjustments made in the cost of performance shall have a mutually agreed fixed fee. If City suspends, delays or interrupts the Work for 60 or more consecutive days, Contractor may terminate this Contract.

(b) Prior to City's issuance of a Notice to Proceed (which is conditional upon City's approving and obtaining financing for the Project), City may terminate this Contract, in whole or in part and without payment, consideration, or liability to Contractor of any kind under this Contract.

7.3 Termination by the Contractor. Contractor may not terminate for convenience. Contractor may only terminate for cause if: (A) City fails to make payment when due and such failure is not made within 30 days of City's receipt of written notice from Contractor specifying same; (B) the Work is stopped by others for a period of 90 consecutive days through no act or fault of Contractor, a Subcontractor of any tier, their agents or employees, or any other persons performing portions of the Work for whom Contractor is contractually responsible, and the Work was stopped by others for one of the following reasons: (i) issuance of an order of a court or other public authority having jurisdiction which requires City to stop all Work; or (ii) an act of government, such as a declaration of national emergency, making material unavailable which requires City to stop all Work; or (iii) City is in material breach of a provision of the Contract Documents and such breach is not cured within 30 days of City's receipt of written notice from Contractor specifying same, however, in the event such City event of default cannot be cured within 30 days, City shall provide written notice to Contractor of the requirement of a longer cure period with a timeline for cure and shall commence actions necessary to cure City event of default within 30 days and diligently and timely proceed to complete the cure. If such grounds for termination by Contractor exist, Contractor may serve written notice of such belief on City and demand a meet-and-confer conference to negotiate a resolution in good faith within 7 days of receipt of such notice. If such conference does not lead to resolution, or does not occur within 7 days of Contractor's notice, and Contractor believes the grounds for termination still exist, Contractor may

terminate this Contract and recover from City: (1) compensation for Work wholly or partially executed; (2) actual, direct out-of-pocket losses incurred by reason of such termination; (3) any payment or delivery required to have been made on or before the date of termination and not made, including interest on any sums due; and (4) costs and expenses reasonably incurred in exercising the foregoing remedies, if any.

7.4 Not a Waiver Any suspension or termination under this Section 7 shall not act as a waiver of any claims by City against Contractor (or vice versa) or others for damages based on breach of contract, negligence or other grounds.

7.5 Indemnification. In addition to the Parties' indemnification obligations set forth in Section 11, the Parties agree as follows:

(a) Subject to the exclusions set forth in this Contract, to the extent applicable to the Site, Contractor shall make all necessary efforts to ensure the finished Project complies with all applicable standards imposed by the Americans with Disabilities Act, section 504 of the Rehabilitation Act of 1973, disability access requirements of the State Building Code and any other laws applicable to disability access. If a court, administrative agency or other trier of fact later determines that Contractor has violated any of the above-referenced laws, Contractor shall remedy the violation at its own cost. Contractor shall indemnify, defend and hold the City harmless pursuant to this Section of this Contract against claims brought by a party other than the City due to any breach of these provisions to the extent due to Contractor's negligence, recklessness or willful misconduct. In the event that either Party is or becomes aware of possible non-compliance with the foregoing standards, such Party shall have a duty to promptly notify the other Party in writing of the possible non-compliance.

(b) Contractor represents and warrants that Contractor has the legal right to license any and all copyrights, designs and other intellectual property embodied in plans, Specifications, studies, Drawings, estimates or other documents that Contractor or its Subcontractors or Consultants prepares or causes to be prepared pursuant to this Contract. Contractor shall indemnify, defend and hold the City harmless against third-party claims brought by a party other than the City pursuant to this Section to the extent due to any breach of this representation due to Contractor's negligence, recklessness or willful misconduct.

7.6 Claims Generally.

(a) A claim is a demand or assertion by Contractor seeking, as a matter of right, adjustment, or interpretation of contract terms, payment of money, extension of time, or other relief with respect to the terms of this Contract (a "**Claim**"). Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the Contractor. Contractor may only submit a Claim after having complied with the requirements in this Section, as applicable, for the same matters. Claims shall be submitted to City and City's designated representative. A timely decision by City shall be provided. Claims must be made by written notice prior to the final Progress Payment. Any Claims that are within the scope of a previous Change Order will not be considered. The failure of Contractor to make a Claim within the specified time shall constitute an express waiver of any right to assert such Claim. Despite submission or rejection of a Claim, Contractor shall proceed diligently with performance of this Contract, and City shall continue to make any undisputed payments in accordance with this Contract. When any excavation or trenching extends greater than four feet below the surface, Public Contract Code section 7104 shall apply.

(b) Contractor shall make a certification at the time of submission of a Claim in the form and contents described in Section 7.7. Contractor understands and agrees that any Claim submitted without this certification does not meet the terms of the Contract Documents, that City, or City's representatives, may reject the Claim on that basis and that unless Contractor properly and timely files the Claim with the certification, Contractor cannot further pursue the Claim in any forum. A condition precedent will not have been satisfied.

(c) Claims for Concealed or Unknown Conditions

(i) Trenches or Excavations Less Than Four Feet Below the Surface. If Contractor encounters conditions at the Site which are subsurface or otherwise concealed physical conditions, which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by Contractor shall be given to City promptly before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. City will promptly investigate such conditions, and if they differ materially and cause an increase or decrease in Contractor's cost of, time required for, or performance of any part of the Work, will recommend an equitable adjustment in the Contract Price, Project Schedule, or both. If City determines that the conditions at the Site are not materially different from those indicated in the Contract Documents and that no change in the terms of this Contract is justified, City shall so notify the Contractor in writing, stating the reasons. In the event a dispute arises between City and Contractor regarding whether the conditions materially differ, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, Contractor shall not be excused from any scheduled completion date provided for by the Contract Documents, but shall proceed with all the work to be performed under the Contract Documents. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

(ii) Trenches or Excavations Greater Than Four Feet Below the Surface. Pursuant to California Public Contract Code section 7104, when any excavation or trenching extends greater than four feet below the surface:

(1) Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:

(A) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the California Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.

(B) Subsurface or latent physical conditions at the Site differing from those indicated by information about the Site made available to Contractor prior to the Effective Date. Responsibility for soil conditions and any associated design considerations are responsibility of Contractor.

(C) Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.

(2) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work, City shall issue a Change Order under the procedures described in this Contract.

(3) In the event that a dispute arises between City and Contractor related to Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the Contract but shall proceed with all Work. Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

7.7 Statutory Claim Procedures. In addition to any other requirements set forth in the Contract, all Claims shall be filed in accordance with the statutory claim resolution procedures set forth in California Public Contract Code sections 9204 and 20104 *et seq*., the implementation of which is set forth in this Section. The failure to timely submit a notice of delay or notice of change, or to timely request a change in price or time, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the claim under this Contract or at law.

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(a) Intent. Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less, and Section 9204 of the California Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims regardless of value. The intent of this Section is to implement and shall be construed to be consistent with said both said statutes.

(b) Supporting Documentation. Contractor shall submit all claims in the following format:

(i) Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

(ii) List of documents relating to claim:
(1) Specifications
(2) Drawings
(3) Clarifications (Requests for Information)
(4) Schedules
(5) Other

(iii) Chronology of events and correspondence

(iv) Analysis of claim merit

(v) Analysis of claim cost

(vi) Time impact analysis in CPM format

(c) City's Response. Upon receipt of a claim pursuant to this Section, City shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days, shall provide Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.

(i) If City needs approval from its governing body to provide Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and City's 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, City shall have up to 3 days following the next duly publicly noticed meeting of City's governing body after the 45-day period, or extension, expires to provide Contractor a written statement identifying the disputed portion and the undisputed portion.

(ii) Within 30 days of receipt of a Claim, City may request in writing additional documentation supporting the Claim or relating to defenses or claims City may have against Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and Contractor. City's written response to the Claim, as further documented, shall be submitted to the Contractor within 30 days (if the Claim is less than $15,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by Contractor in producing the additional information or requested documentation, whichever is greater.

(d) Meet and Confer. If Contractor disputes City's written response, or City fails to respond within the time prescribed, Contractor may so notify City, in writing, either within 15 days of receipt of City's response or within 15 days of City's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Mediation. 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, City shall provide Contractor a written statement

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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 City issues its written statement. Any disputed portion of the Claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with City and Contractor sharing the associated costs equally. City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing, unless the parties agree to select a mediator at a later time.

(i) 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.

(ii) 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.

(iii) Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under California Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

(iv) The mediation shall be held no earlier that the date the Contractor completes the Work or the date that Contract last performs which, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

(f) Procedures After Mediation If following the mediation, the Claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation or Chapter 1.16 of the Buena Park Municipal Code, as applicable. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference and/or mediation.

(h) Government Code Claims. In addition to any and all Contract requirements pertaining to notices of and requests for compensation or payment for extra Work, disputed Work, construction claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code Sections 900, et seq. or Chapter 1.16 of the Buena Park Municipal Code, as applicable, prior to filing any lawsuit against the City. Such Government Code or Municipal Code claims and any subsequent lawsuit based upon the Government Code or Municipal Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra Work, disputed Work, construction claims, and/or changed conditions have been followed by Contractor. If no such Government Code or Municipal Code claim is timely submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed.

(i) Non-Waiver. City's failure to respond to a claim from Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety.

8. Changes and Extra Work

(a) Based upon the services Contractor will have provided in designing the Project, and Contractor's duties and responsibilities regarding the engineering and design of the Project, Contractor and City intend and expect that Contractor will not submit any Change Order requests during the construction of the Project based upon alleged errors or omissions in the Engineering Documents prepared by Contractor for the Project. Rather, the Parties intend and expect that Change Order requests will only be submitted for City-requested changes in the Work of the Project, or for changes in the work of the Project

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due to Excusable Events, all in accordance with this Contract and the Contract Documents of the Project. When possible, under the circumstances, Contractor will make reasonable efforts to mitigate any schedule or cost impact arising from an Excusable Event.

(b) Notwithstanding any other provision of this Contract or the Contract Documents, in the event a Change Order is caused by, or necessitated as a result of wrongful acts or omissions on the part of Contractor, or as a result of any errors or omissions in the Engineering Documents for the Project – excluding those prepared and provided by City and/or City's Consultants, or City otherwise incurs costs or damages as a result of wrongful acts or omissions on the part of Contractor, or as a result of any Contractor errors or omissions in the plans, specifications, Drawings, or designs for the Project, City shall issue a written notice to Contractor identifying the errors, omissions, wrongful act(s) and resulting costs or damages claimed and provide Contractor with ten (10) days to cure and/or respond to the notice. If the Contractor fails to take action to cure the basis for the notice within the ten (10) day period, Contractor shall be responsible for the cost of the following:

(i) The direct costs of all engineering, design, labor, and materials necessary to fully correct the wrongful acts or omissions on the part of Contractor, or the error or omission in the Engineering Documents for the Project;

(ii) Any other direct costs or damages which the City incurs as a result of wrongful acts or omissions on the part of Contractor, or of errors or omissions in the Engineering Documents for the Project; and

(iii) The reasonable costs of any third-party engineer, contractor or consultant that City, in City's sole reasonable discretion, must retain or consult with to ensure the proper rectification of wrongful acts or omissions on the part of Contractor, or of errors or omissions in the Engineering Documents for the Project.

(iv) City may backcharge, and withhold payment from, Contractor for these costs and damages outlined above, and may seek reimbursement for any amount which exceeds any retention of the Contract Price at the time of collection. When City so backcharges and withholds, upon Contractor's request, City's and Contractor's senior project representatives shall meet and confer in good faith in an effort to reach agreement on (a) whether a wrongful act or omission occurred or whether there was an error or omission in the Engineering Documents for the Project, (b) whether it caused the Change Order expense, (c) what damages have been incurred by City, and (d) what portion of the damages are attributable to Contractor as described above. If Contractor's and City's project representatives fail to meet, or if they are unable to resolve the dispute, senior executives for Contractor and for City, neither of whom have had day-to-day management responsibilities for the Project, will meet, within thirty (30) calendar days after notice of the dispute, in an attempt to resolve the dispute and any other identified disputes or any unresolved issues. If City and Contractor do not reach agreement when meeting and conferring, then either City or Contractor can initiate a mediation pursuant to Section 7.7(e), above, to resolve the dispute.

(c) City reserves the right to request Contractor make such alterations, deviations, additions to, or deletions from the Engineering Documents, as may be deemed by the City to be necessary or advisable for the proper completion or construction of the Work contemplated. There shall be no change whatsoever in the Engineering Documents, or in the Work without an executed Change Order or Supplemental Instruction by the City for a change in the Work as herein provided. City shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Engineering Documents, and Contractor shall not be required to perform such work, unless the same shall have been authorized by and the cost thereof approved in writing by Change Order. No extension of time for performance of the Work shall be allowed hereunder unless adjusted in writing in the Change Order.

(d) All Requests for Information should be substantially on the City's standard form and shall, to the extent reasonably necessary, reference all the applicable Contract Documents including specification section, detail, page numbers, drawing numbers, and sheet numbers, etc. Contractor shall make suggestions and/or interpretations of the issue raised by the RFI. An RFI cannot modify the Contract Price,

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Project Schedule, or the Contract Documents. Prior to issuing an RFI Contractor, Subcontractor, material suppliers and the like shall thoroughly review the Contract Documents and refer to all reference standards for the information sought. City and Contractor agree that an adequate time period for City to respond to an RFI is generally fourteen (14) days after City's receipt of a non-priority RFI, or seven (7) days after City's receipt of a priority RFI, unless City and Contractor agree otherwise in writing. However, in all cases, City shall take such time, whether more or less than fourteen (14) or seven (7) days, as applicable, as is necessary in the professional judgment of City and City's representatives to permit adequate review and evaluation of the RFI. Contractor shall make efforts to coordinate the work in a timely fashion, so as to alleviate priority RFIs. If the RFI is considered a priority, Contractor shall state the word "Priority" on the document, and Contractor shall provide weekly RFI Priority Schedules.

(e) The "**RFI Priority Schedule**" shall be prepared and include a listing of pending requests, including the most current request, and rank the RFIs in order of priority. City shall endeavor to respect Contractor's requested order of priorities and requested response dates. If the RFI response alters the Contract Price and/or Project Schedule, a Change Order shall be issued for the changed condition(s).

(f) City will have authority to order minor changes in the Work provided that there is: (i) no adjustment in the Contract Price, (ii) no extension of the Project Schedule, or (iii) any other change which is inconsistent with the intent of the Contract Documents. Such changes shall be effected by written Change Order and shall be binding once fully executed by City and Contractor. Contractor shall carry out such written orders promptly. To request a Change Order, City or Contractor shall prepare and submit a draft Change Order in the City's standard form for review by the other Party.

(g) Each Change Order request, whether proposed by Contractor or City, shall include: (i) a detailed statement of the reason for and a description of the change; (ii) the estimated price of the proposed change, including the proposed change in the Contract Price and any costs or savings for carrying out the change including an itemized cost breakdown of labor and material showing actual quantities, hours, unit prices or wage rates required for the change; (ii) the projected effect of such proposed change on the Project Schedule including the relevant scheduled completion dates and deadlines; (iii) the projected effect of such proposed change on Contractor's ability to comply with any of its obligations hereunder, including the Warranties, Savings Guarantee; and (iv) shall be accompanied by supporting documentation necessary to evidence the costs or savings and schedule adjustments requested therein.

(h) When Contractor is requesting a Change Order, notice thereof must be provided to City within fourteen (14) days after Contractor's knowledge of the occurrence of the event giving rise to the claim. This notice shall be given by Contractor before proceeding to execute the Work, except in an emergency endangering life or property. No notice shall be considered unless made in accordance with this Section; however, the mere presentation of such claim shall not establish the validity of the cause giving rise to such claim, or of the extension of the Project Schedule, and/or the increase in the Contract Price. Any change in the Contract Price or extension of the Project Schedule resulting from such claim shall be authorized by a Change Order.

(i) Within twenty-one (21) days after receipt of a Change Order request from Contractor or City, the receiving Party shall either (i) accept such Change Order request by execution thereof and deliver an executed copy to the initiating Party or (ii) reject such Change Order request and provide appropriate written explanation of the reasons therefor (which may include a request for additional information, documentation or cost detail).

(j) The amount of the increase or decrease in the Contract Price resulting from a Change Order, if any, shall be determined in one or more of the following ways as applicable to a specific situation: (A) mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation; (B) unit prices stated in Contractor's original bid, the Contract Documents, or subsequently agreed upon between City and Contractor; (C) cost to be determined in a manner agreed upon by the Parties and a mutually acceptable fixed or percentage fee; or (D) by cost of material and labor and percentage of overhead and profit in accordance with the compensation provisions of this Contract. It is expressly understood that the value of such extra work or changes, as determined by any of the

aforementioned methods, expressly includes any and all of Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs or expenses not included are deemed waived. For purposes of determining the cost, if any, of any change, addition, or omission to the Project, all trade discounts, rebates, refunds, and all returns from the sale of surplus materials and equipment shall accrue and be credited to Contractor, and Contractor shall make provisions so that such discounts, rebates, refunds, and returns may be secured, and the amount thereof shall be allowed as a reduction of Contractor's cost in determining the actual cost of construction for purposes of any change, addition, or omissions in the Project as provided herein.

(k) With respect to portions of the Work performed by Changer Orders on a time- and-materials, unit-cost, or similar basis, Contractor shall keep and maintain cost-accounting records satisfactory to the City, which shall be available to City on the same terms as any other books and records Contractor is required to maintain under the Contract Documents.

9. INSURANCE.

(a) Required Coverage At all times commencing no later than commencement of the Work and to remain in effect for the entire term of this Contract including any extensions of time, Contractor shall, at its expense, obtain and maintain, and shall cause its Subcontractors (commensurate to their work) to obtain and maintain, insurance policies issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by City. The insurance policies shall include the types, coverages and limits set forth below:

(i) *Commercial General Liability Insurance.*

a. Contractor. Contractor agrees to obtain and maintain commercial general liability: CGL Insurance Services Office (ISO) Form CG 00 01 (or its equivalent) covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits of at least $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a $2,000,000 completed operations aggregate. Either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04 or their equivalent) or the general aggregate limit shall be twice the required occurrence limit. Contractor may use umbrella or excess insurance with limits excess of the CGL policy to satisfy this requirement.

b. Subcontractors. Subcontractors in areas of higher risk, such as electric, roofing, or plumbing work, shall have commercial general liability limits of $2,000,000. Such insurance shall protect the Contractor and City against loss from liability imposed for damages (1) on account of bodily or personal injuries, including death, disease and sickness, accidentally suffered or alleged to have been suffered by any person or persons that may be caused directly or indirectly by the performance of this Contract, and (2) on account of injury to or destruction of property, including the resultant loss of use of the Project or other City facilities or equipment, resulting from acts of commission or omission by the Contractor, or otherwise resulting directly or indirectly from the Contractor's operations in the performance of this Contract. This insurance shall be subject to the approval of City, and City's approval shall not be unreasonably withheld. The comprehensive or commercial general liability policy shall also include a severability of interest clause and cross liability if the policy has multiple insureds. The aggregate limit shall apply on a "per project" basis. The policy shall stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance carried by City identified in this Contract will be excess only and will not contribute with this insurance;

(ii) *Automobile Liability*. Contractor agrees to obtain and maintain automobile liability insurance: Insurance Services Office (ISO) Form CA 0001 (or its equivalent) covering Code 1 (any auto), with limits of at least $1,000,000 per accident for bodily injury and property damage. Contractor may use umbrella or excess insurance with limits excess of the automobile liability policy to satisfy this requirement.

(iii) *Worker's Compensation Insurance.* All engineers, experts, Consultants and Subcontractors the Contractor intends to employ shall have taken out workers' compensation insurance with an insurance carrier satisfactory to the City for all persons whom they may employ in carrying out the work contemplated under this Contract in accordance with the Workers' Compensation Laws of the State of California. If Contractor employs any engineer, expert, Consultant or Subcontractor which it did not intend to employ prior to commencement of services, it must furnish such proof of workers' compensation insurance to the City immediately upon employment. If the Contractor is self-insured, the Contractor shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self- Insurance satisfactory to the City.

(iv) *Employer's Liability Insurance.* All engineers, experts, Consultants and Subcontractors the Contractor intends to employ shall have taken out employer's liability insurance. with an insurance carrier reasonably satisfactory to the City. During the course of Contractor's services, if Contractor ever intends to employ additional or different Engineers, experts, Consultants or Subcontractors, before so employing them Contractor shall furnish such reasonably satisfactory proof of insurance to the City. If the Contractor is self- insured, the Contractor shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self-Insurance reasonably satisfactory to the City.

(v) *Professional Liability Insurance.* Contractor agrees to obtain and maintain professional liability insurance on a claims made basis with limits of Two Million Dollars ($2,000,000) per claim and in aggregate with a deductible in an amount not to exceed the sum of One Million Dollars ($1,000,000), and Contractor will maintain such coverage for a period of five (5) years three (3) years following the Final Completion Date.

(vi) Builder's All Risk.. Contractor agrees to obtain and maintain Bilder's Risk / Installation Floater insurance, issued on a completed value basis on all insurable Work included under the Contract Documents. This insurance shall be subject to the approval of City, and City's approval shall not be unreasonably withheld. This insurance shall insure against all risks, including but not limited to the following perils: vandalism, theft, malicious mischief, fire, sprinkler leakage, civil authority, sonic boom, explosion, collapse, flood, wind, hail, lightning, smoke, riot or civil commotion, debris removal (including demolition) and reasonable compensation for the City's costs and expenses required as a result of such insured loss. This insurance shall provide coverage in an amount not less than the full cost to repair, replace, or reconstruct the Work. Such insurance shall include City, City's designated representative, and any other person or entity with an insurable interest in the Work as Loss Payees.

(vii) *Contractor's Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions.* Contractor shall require subcontractors performing the applicable work to obtain and maintain contractor's pollution legal liability and/or asbestos legal liability and/or errors and omissions with limits of $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

(ix) *Other Insurance.* Contractor shall provide all other insurance required to be maintained under Applicable Laws, ordinances, rules, and regulations. Such insurance shall be subject to the approval of City, and City's approval shall not be unreasonably withheld.

(b) Consultants. If not covered by Contractor's coverage, each of Contractor's Consultants shall carry coverage and limits proportionate to each such Consultant's scope of work, and Contractor shall include such provisions in its contracts with them.

(c) Occupancy. City may partially or fully occupy and/or use the Project before acceptance of the entire Project by the City. All of Contractor's required insurance must allow such occupancy and/or use without prior consent from insurer.

(d) Additional Insured; Primary and Non-Contributory; Waiver of Subrogation. Contractor shall name City and as additional insured on Contractor's commercial general liability (using ISO CG 20 10 and CG 20 37 or equivalents). The additional insured endorsement(s) included on such insurance policy shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable

to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurer's liability shall not be reduced by the existence of such other insurance. The coverage provided the additional insureds on Contractor's commercial general liability policy shall apply on a primary and non-contributory basis. Contractor's commercial general liability, automobile liability, excess/umbrella, and workers' compensation/employer's liability policies shall be endorsed to include a waiver of subrogation in favor of City. Any excess/umbrella policies provided by Contractor shall provide limits that are in excess of any policies set forth herein, which Contractor intends the excess/umbrella policy to supplement.

(e) Proof of Carriage of Insurance. Contractor shall not commence Work nor shall it allow any Subcontractor or Consultant to commence Work under this Contract until all required proof of insurance including certificates of insurance, applicable endorsements, and all required amendatory endorsements (or copies of applicable policy language effecting coverage required by this clause) have been obtained for the period covered by this Contract and delivered to the City for approval, and such approval shall not be unreasonably withheld.

(f) Notice of Cancellation or Non-Renewal. Contractor shall provide for thirty (30) days written notice to City of cancellation or shall obligate its insurance carriers or brokers/representatives to issue endorsements to the required insurance policies that provide for thirty (30) days written notice to the City of cancellation.

(g) Self-Insured Retentions. Self-insured retentions must be declared to and approved by the City. City may require the Contractor to purchase coverage with a lower self-insured retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the self-insured retention. The policy language shall provide or be endorsed to provide that the self-insured retention may be satisfied by either the named insured or City. If there is a self-insured retention, City will need to know what the triggering events are for coverage.

(h) Compliance. If Contractor fails to maintain such insurance or fails to cure any defects in coverage required herein within five (5) days of receiving written notice of the defect(s), the City may, but shall not be required to, take out such insurance to cover any damages accrued for which City might be held liable on account of Contractor's failure to pay such damages, and deduct and retain the amount of the premiums from any sums due Contractor under this Contract.

(i) Subcontractors and Consultant Obligations. Each of Contractor's Consultants and Subcontractors shall comply with all applicable (commensurate with their respective scope of work) insurance obligations under this Section, and Contractor shall include such provisions in its contracts with them.

10. PAYMENT AND PERFORMANCE BONDS. Contractor shall apply for and furnish City a Payment Bond and Performance Bond on the forms included in **Attachment 4**, which shall cover one hundred percent (100%) faithful performance of completing construction of the Project and guaranteeing the payment in full of all costs for labor performed and materials supplied in constructing the Project. Only bonds executed by admitted Surety insurers as defined in California Code of Civil Procedure section 995.120 shall be accepted. The surety insurers must, unless otherwise agreed to by City in writing, at the time of issuance of the bonds, have a rating not lower than "A" as rated by A.M. Best Company, Inc. or the equivalent if rated by other independent rating companies. Notwithstanding anything to the contrary in the Contract Documents, the liability of the surety on the performance bond will cease one (1) year after the Final Completion Date. Any warranty or guarantee required of Contractor by the Contract Documents shall be the sole obligation of Contractor after termination of the surety's performance bond liability. The liability of the surety on the payment bond shall continue only so long as required by law.

11. INDEMNITY.

(a) Contractor and City agree that City, its employees, agents and officials (cumulatively the "**City Indemnitees**") should, to the fullest extent permitted by law, be fully protected from any loss, injury,

damage, claim, liability, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to performance of this Contract or any Work hereunder. The indemnity provisions of this Section are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to City Indemnitees. Contractor acknowledges that City would not have entered into this Contract in the absence of the commitment of Contractor to indemnify and protect City and City Indemnitees, as set forth in this Contract.

(b) Consistent with California Civil Code Section 2782.8, to the extent the Work includes design professional services to be performed by a design professional, as that term is defined under said Section 2782.8, Contractor shall, to the fullest extent permitted by law, indemnify, protect, defend, and hold the City Indemnitees harmless for all claims, demands, costs, or liability that arise out of, pertain, or relate to the negligence, recklessness, or willful misconduct of Contractor, its officers, employees, or agents in said performance of the Work, excepting only liability arising from the sole negligence, active negligence, or intentional misconduct of City.

(c) Other than in the performance of design professional services by a design professional, as covered by subsection (b) above, to the fullest extent permitted by law Contractor shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the City Indemnitees from and against any and all damages, costs, taxes, fees, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and/or losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Claims" for purposes of this subdivision alone), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions, or willful misconduct, of Contractor, or its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or contractors, or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including Contractor active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of City, as determined by final arbitration or court decision or by the agreement of the Parties. Contractor shall defend the City Indemnitees in any action or actions filed in connection with any Claims with counsel of City's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all reasonable legal expenses and costs incurred by City Indemnitees in connection therewith.

(e) PERS Eligibility Indemnification. In the event Contractor or any employee, agent, or subcontractor of Contractor claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontracts, as well as for the payment of any penalties and interest on such contributions, which would otherwise by the responsibility of City . Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing Work under this Contract shall not qualify for or become entitled to, and herby agree to waive any claims to, any compensation, benefit, or any incident or employment by City , including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

(f) Obligations Not Limited by Insurance. The obligations of Contractor under this or any other provision of this Contract shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives any statutory immunity under such statutes or laws as to the Indemnitees. Contractor's indemnity obligation set forth in this section shall not be limited by the limits of any policies of insurance required or provided by Contractor pursuant to this Contract.

12. MISCELLANEOUS

(a) Representatives. City shall provide administration of the Contract as described in the Contract Documents and may designate one or several agents, representatives, or Consultants to provide

administration upon written notice of such to Contractor. When such written notice is provided, except as otherwise provided in the Contract Documents or when direct communications are warranted by special circumstances, City and Contractor shall communicate through the City's selected representative.

(b) Independent Contractor. Contractor is retained by City only to the extent set forth in this Contract, and Contractor 's relationship to City is that of an independent contractor. Contractor shall be free to dispose of all portions of Contractor 's time and activities that Contractor is not obligated to devote to City in such a manner, and to such persons, firms or corporations, as Contractor sees fit except as expressly provided in this Contract. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor 's employees, except as set forth in this Contract. Contractor shall have no power to incur any debt, obligation or liability on behalf of City or otherwise act on behalf of City as an agent. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Contractor shall pay all required taxes on amounts paid to Contractor under this Contract and indemnify and hold City harmless from any and all taxes, assessments, penalties and interest asserted against City by reason of the independent contractor relationship created by this Contract. Contractor shall fully comply with applicable workers' compensation laws regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City may offset against the amount of any compensation due to Contractor under this Contract any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this section.

(c) Necessary Licenses. Contractor warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work. Contractor shall defend, indemnify and hold City, and its elected officials, officers, employees, servants, attorneys, designated volunteers and agents serving as independent contractors in the role of officials, harmless from any loss, claim or liability in any way related to a claim that any of the Work is violating federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights or interests in products, ideas or inventions. Contractor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work under this Contract. In the event any the Work hereunder is held to constitute an infringement and the use of any of the same is enjoined, Contractor, at its expense, shall: (a) secure the right to continue using the Work and other deliverables by suspension of any injunction, or by procuring a license or licenses; or (b) modify the Work and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Contract. Contractor's covenants under this Section shall survive the expiration or termination of this Contract.

(d) Records. Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information relating to the Work, as required by City. Contractor shall maintain adequate records on services provided in sufficient detail to permit an evaluation of the Work. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, Contractor shall provide access to such books and records to City, and shall give City the right to examine and audit such books and records, and shall allow inspection of all work, data, documents, proceedings and activities related to this Contract upon reasonable written notice.

(e) Conflicts of Interest. Contractor shall comply with all applicable federal, state and local conflict of Interest laws, including the Political Reform Act (California Gov. Code, § 81000 et seq.) and California Government Code Section 1090, in connection with entering into and performing the Work contemplated by this Contract. Contractor shall not be financially interested in any contract or subcontract entered into by Contractor with any third-party in connection with completing any portion of the Work or performing this Contract. During the term of this Contract, Contractor may perform similar services for other clients, but Contractor and its officers, employees, associates and subconsultants shall not, without the City Manager's prior written approval, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor, or one of its officers, employees, associates or subconsultants, to abstain from a decision under this Contract pursuant to a conflict of interest statute. In

compliance with the Levine Act (California Government Code section 84308), Contractor represents and warrants that: (a) neither Contractor nor any agent on behalf of Contractor has made any campaign contributions of more than $250 to any member of the City Council in the one year preceding the Effective Date of this Contract; and (b) neither Contractor nor any agent on behalf of Contractor will make any campaign contribution of more than $250 to any member of the City Council within twelve (12) months after the date this Contract is approved by the City Council.

(f) Non-Discrimination. In performing this Contract, Contractor shall not engage in, nor shall it permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the California Government Code.

(g) Occupational Safety and Health. The parties hereto agree to notify each other immediately upon becoming aware of any alleged violation of, the Occupational Safety and Health Act (OSHA) relating in any way to the project or project site.

(h) Ownership and Use of Drawings, Data, Reports and Other Documents

(i) Except as expressly provided in this Contract, City will not acquire, by virtue of this Contract, any rights or interest in any formulas, patterns, devices, software, inventions or processes, copyrights, patents, trade secrets, other intellectual property rights, or similar items of property which are or may be used in connection with the Work. Contractor will own all inventions, improvements, technical data, models, processes, methods, and information and all other work products developed or used in connection with the Work, including all intellectual property rights therein.

(ii) Solely in connection with the Project, Contractor grants to City a limited, perpetual, royalty-free, non-transferrable license for any Contractor intellectual property rights necessary for City to operate, maintain, and repair any modifications or additions to Project, or equipment delivered, as a part of the Work.

(iii) All data, reports, proposals, plans, specifications, flow sheets, drawings, and other products of the Work (the "**Instruments of Service**") furnished directly or indirectly, in writing or otherwise, to City by Contractor under this Contract will remain Contractor's property and may be used by City only for the Work. Contractor will be deemed the author and City of such Instruments of Service and will retain all common law, statutory and other reserved rights, including copyrights. The Instruments of Service may not be used by City or any City Person for future additions or alterations to the Project or for other projects, without the prior written agreement of Contractor. Any unauthorized use of the Instruments of Service will be at City's sole risk and without liability to Contractor. If City uses the Instruments of Service for implementation purposes, including additions to or completion of the Project, without the written permission of Contractor, City agrees to waive and release, defend, and indemnify and hold harmless, Contractor, its subcontractors, and their directors, employees, subcontractors, and agents from any and all claims or losses associated with or resulting from such use.

(iv) If any materials or information provided by Contractor to City under this Contract are designated by Contractor as a "trade secret" or otherwise exempt from disclosure under the California Public Records Act (the "Act") and if a third party makes a request for disclosure of the materials under the Act, as soon as practical (but not later than ten (10) calendar days) after receipt of such request, City will notify Contractor of such request and advise Contractor whether City believes that there is a reasonable possibility that the materials may not be exempt from disclosure. Contractor may seek to enjoin City from disclosing the information requested through a court of competent of jurisdiction.

(i) Royalties and Patents. The Contractor shall pay all royalties and license fees incurred by Contractor in performing the Work of this Contract. Contractor shall defend suits or claims of infringement of patent rights brought by a party other than City and shall hold the City harmless and indemnify them from loss on account thereof.

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(j) Assignment of Antitrust Claims. Pursuant to California Government Code section 4552, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act, (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 [commencing with § 16700] of Part 2 of Division 7 of the Bus. & Prof. Code), arising from the purchase of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the Parties.

(k) Audit. Contractor's agreements, contracts, subcontracts, books, records, and files associated with the Project shall be subject to audit and examination under California Government Code section 8546.7 and any amendments thereto for a period of four (4) years following Final Completion and will exclude information that is proprietary and confidential unless required to be disclosed as a condition of funding, by law or by court order.

(*l*) Waiver. No delay or omission to exercise any right, power or remedy accruing to City or Contractor under this Contract shall impair any right, power or remedy, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver by City or Contractor of any breach, any failure of a condition, or any right or remedy under this Contract shall be: (1) effective unless it is in writing and signed by the Party making the waiver; (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy; or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

(m) Accomplishment of Work. Contractor shall commence, carry on and complete its assignments with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry and applicable professional standards.

(n) Compliance With Laws. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances that are applicable to Contractor, this Contract, or the Work.

(o) Third Party Beneficiaries. The Parties hereto do not intend to create any rights for, or grant any remedies to, any third-party beneficiary of this Contract.

(p) Governing Law**.** The terms and conditions of this Contract shall be governed by the laws of the State of California without regard to conflicts of law principles.

(q) Cost of Litigation. If any legal action is necessary to interpret or enforce any provision of this Contract or for damages by reason of an alleged breach or failure to perform any provisions of this Contract, each Party shall pay for and bear the cost of its own attorneys' fees, costs, and expenses. .

(r) Severability. If a court of competent jurisdiction shall hold any provision of the Contract Documents invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof.

(s) Notices and Filings. Any notices or filings required to be given or made under this Contract shall be served, given, or made in writing upon the City or Contractor, as the case may be, by personal delivery or commercial overnight courier (with a copy sent via email) to the respective addresses given below, or at such address as such Party may provide in writing from time to time.

City:

with a copy to:

Contractor:

with a copy to:

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(t) Binding Effect. Contractor, by execution of this Contract, acknowledges that Contractor has read this Contract and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract Documents shall inure to the benefit of and shall be binding upon the Contractor and the City and their respective successors and assign.

(u) Amendments. The terms of the Contract Documents shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except by written agreement signed by the parties and approved or ratified by the City's governing body.

(v) Headings. The captions or headings in this Contract are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Contract

(w) Execution in Counterparts. This Contract may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Contract.

(x) Attachments Incorporated All Recitals, Contract Documents, and Attachments to this Contract are hereby incorporated into the Contract by this reference as if set forth in full. The Attachments to this Contract are as follows:

Attachment 1 – Preliminary Plans and Specifications
Attachment 2 - Schedule of Values and Subcontractor Listing
Attachment 3 - Project Schedule
Attachment 4 – Form of Payment Bond and Performance Bond
Attachment 5 - Contractor Lien Release Forms
Attachment 6 - Community Workforce Agreement

(y) Entire Agreement. This Contract, and all incorporated Attachments, recitals and documents, including, but not limited to the Contract Documents, constitute the entire agreement between the Parties, and supersedes any prior or contemporaneous agreement between the Parties, oral or written, including the City's award of the Project to Contractor, unless such agreement is expressly incorporated herein. The City makes no representations or warranties, express or implied, not specified in the Contract Documents. The Contract Documents are intended as the complete and exclusive statement of the parties' agreement pursuant to California Code of Civil Procedure section 1856.

(z) Execution, Correlation, and Intent. The Contract Documents are complementary and are intended to include all items required for the proper execution and completion of the Work. Any item of Work mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be provided by Contractor as if shown or mentioned in both.

(aa) Conflict in Terms. The several instruments forming part of this Contract are to be taken as mutually explanatory of one another. Each and every provision of law required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either Party the Contract shall be amended in writing to make such insertion or correction.

(bb) Successors And Assigns. The City and the Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other Party hereto and to partners, successors, assigns, and legal representatives of such other Party in respect to covenants, agreements, and obligations contained in the Contract Documents. Consistent with subsection (dd) below, neither Party to the Contract shall assign the Contract as a whole or in part without written consent of the other. If either Party attempts to make such an assignment without such consent, that Party shall nevertheless remain legally responsible for all obligations under this Contract. Notwithstanding the foregoing, Contractor may, without City's consent, but with written notice to City, assign this Contract to any Affiliate of Contractor.

(cc) Rights and Remedies. Except as otherwise provided for in this Contract, Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

(dd) Prohibition Against Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for City to enter into this Contract. Except with consent as provided for in subsection (bb) above, neither this Contract nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City, which may be approved or denied in the sole and independent judgment of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Contract shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

(ee) Execution of Other Documents. The parties to this Contract shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract Documents.

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Contract effective as of the date first above written.

[signatures on following page]

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PLACEHOLDER FOR SIGNATURE PAGE

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Attachment 1 –
Preliminary Plans and Specifications

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Attachment 2 –
Schedule of Values and Listing of Subcontractors

Schedule of Values

[TO BE ADDED]

Subcontractor Listing and Registration

As of March 1, 2015 Contractors (and sub-contractors) wishing to perform work on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total GMAX or $10,000 (whichever is greater). **Photocopy this form for additional firms.**

Subcontractor Name and Location	Description of Work	Subcontract Amount	% of Total Contract Price	Contractor License Number & DIR Reg Number
				License No. DIR No.

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Attachment 3 –
Project Schedule

The project schedule is based on issuance of the Notice to Proceed on _____. Any delay in issuance of the Notice to Proceed shall move the start of construction date back by the number of days equal to the delay with all other deadlines remain unchanged but recalculated from the new Notice to Proceed date.

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Attachment 4 –
Form of Payment Bond and Performance Bond

[TO BE ADDED]

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Attachment 5 –
Contractor Lien Release Forms

A. Conditional Waiver and Release upon Progress Payment. *Use this form when the claimant is required to sign a waiver and release in exchange for, or in order to, induce a progress payment, and the claimant has not yet been paid. This form is useful when the claimant is not yet paid, but will be paid out of a progress payment that is not the final payment. This conditional waiver and release is only effective if the claimant is actually paid. This release does not cover all items.*

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
City: _____
Through Date: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____
Amount of Check: $ _____
Check Payable to: _____

Exceptions

This document does not affect any of the following:

(1) Retentions.
(2) Extras for which the claimant has not received payment.
(3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:
(4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Date(s) of waiver and release: _____
Amount(s) of unpaid progress payment(s): $_____

Signatures

Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____

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B. Unconditional Waiver and Release upon Progress Payment. *Use this form when the claimant is required to sign a waiver and release in exchange for, or in order to, induce a progress payment, and the claimant asserts in the waiver that he or she has received the progress payment. This release does not cover all items.*

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
City: _____
Through Date: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below.

The claimant has received the following progress payment: $ _____

Exceptions

This document does not affect any of the following:

(1) Retentions.
(2) Extras for which the claimant has not received payment.
(3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signatures

Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____

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C. Conditional Waiver and Release upon Final Payment. *Use this form when the claimant is required to sign a waiver and release in exchange for, or in order to, induce a final payment, and the claimant has not yet been paid. This release is only binding if there is evidence of payment to the claimant. Evidence of payment may be demonstrated by: (a) The claimant's endorsement on a single check or a joint check that has been paid by the bank upon which it was drawn; or (b) Written acknowledgment of payment given by the claimant*.

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
City: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____
Amount of Check: $ _____
Check Payable to: _____

Exceptions

This document does not affect any of the following:

Disputed claims for extras in the amount of: $_____

Signatures

Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____

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D. Unconditional Waiver and Release upon Final Payment. *Use this form when the claimant is required to sign a waiver and release in exchange for, or in order to, induce a final payment and the claimant asserts in the waiver that he or she has received the final payment.*

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
City: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions

This document does not affect the following:

Disputed claims for extras in the amount of: $ _____

Signatures

Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____

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Attachment 6
Community Workforce Agreement

[attached behind this page]

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Attachment G

Community Workforce Agreement

COMMUNITY WORKFORCE AGREEMENT

BY AND BETWEEN

THE CITY OF BUENA PARK

AND

LOS ANGELES/ORANGE COUNTIES

BUILDING AND CONSTRUCTION TRADES COUNCIL

AND THE SIGNATORY CRAFT COUNCILS AND UNIONS

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CITY OF BUENA PARK
COMMUNITY WORKFORCE AGREEMENT

This Community Workforce Agreement ("Agreement") is entered into by and between the City of Buena Park ("City"), the Los Angeles/Orange Counties Building and Construction Trades Council ("Council"), and the signatory Craft Councils and Local Unions signing this Agreement (collectively, the "Union" or "Unions"). This Agreement establishes the labor relations Policies and Procedures for the City and for the craft employees represented by the Unions engaged in the City's Projects as more fully described below. The City, Council and Unions are hereinafter referred to herein, as the context may require, as "Party" or "Parties."

It is understood by the Parties to this Agreement that if this Agreement is acceptable to the City, it will become the policy of the City for Project Work covered by this Agreement to be contracted exclusively to Contractors who agree to execute and be bound by the terms of this Agreement, directly or through the Letter of Assent (a form of which is attached as "Attachment A"), and to require each of its subcontractors, of whatever tier, to become bound. The City shall include, directly or by incorporation by reference, the requirements of this Agreement in the advertisement of and/or specifications for each and every contract for Project Work that is covered by this Agreement to be awarded by the City.

ARTICLE I
DEFINITIONS

Section 1.1 "Agreement" means this Community Workforce Agreement.

Section 1.2 "Apprentice" means those employees indentured and participating in a Joint Labor/Management Apprenticeship Program approved by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

Section 1.3 "Community Workforce Coordinator" or "CWA Coordinator" shall mean and refer to the City representative that is tasked with administering this Agreement at the direction and on behalf of the City.

Section 1.4 "Construction Contract" and "Construction Contracts" means any contract entered into by the City for any Project Work covered by this Agreement.

Section 1.5 "Contractor" means any individual, firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and which has entered into a Construction Contract with the City, or any of the Contractor's subcontractors of any tier, with respect to the performance of work covered by a Construction Contract with the City.

Section 1.6 "City" means the City of Buena Park.

Section 1.7 "Craft Union" means each of the individual unions that are signatories to this Agreement.

Section 1.8 "Joint Labor/Management Apprenticeship Program" as used in this Agreement means a joint Union and Contractor administered apprenticeship program certified by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

Section 1.9 "Letter of Assent" means the document that each Contractor must sign and submit to the City before beginning any Project Work, which formally binds such Contractor(s) to adherence to all the forms, requirements, and conditions of this Agreement in the form attached hereto as Attachment A.

Section 1.10 "Master Labor Agreements" or "MLA" as used in this Agreement means the local collective bargaining agreements of the signatory Unions having jurisdiction over the Project Work and which have signed this Agreement.

Section 1.11 "Project," "City Project" or "Project Work" means the construction work to be performed on City property or within easements secured by the City consisting of the construction of public works or improvements pursuant to a Construction Contract entered into by the City as more fully described in Article 2, below.

Section 1.12 "Subscription Agreement" means the contract between a Contractor and a Union's Labor/Management Trust Fund(s) that allows the Contractor to make the appropriate fringe benefit contributions in accordance with the terms of a Master Labor Agreement.

Section 1.13 The use of masculine or feminine gender or titles in this Agreement should be construed as including both genders and not as gender limitations unless the Agreement clearly requires a different construction. Further, the use of Article titles and/or Section headings are for information only and carry no legal significance.

ARTICLE 2
SCOPE OF THE AGREEMENT

Section 2.1 General This Agreement shall apply and is limited to the City's Project Work, as specified in Section 2.2 of this Article, performed by those Contractor(s) of whatever tier that have been awarded contracts for such work, for the development of the City's facilities which, jointly, constitute the Project, and have been designated by the City for construction or rehabilitation.

Section 2.2 Specific The Project Work covered by this Agreement is defined and limited to the following construction work to be performed on the projects specified herein:

(a) All construction, abatement, demolition, renovation, rehabilitation, upgrade and improvement work and new construction work pursuant to prime multi-trade Construction Contracts awarded by the City that exceed FIVE HUNDRED THOUSAND DOLLARS ($500,000.00) and all subcontracts between a Contractor and subcontractor(s) arising from these prime Construction Contracts.

(b) All construction, abatement, demolition, renovation, rehabilitation, upgrade and improvement work and new construction work pursuant to prime specialty Construction Contracts awarded by the City that exceed TWO HUNDRED AND FIFTY THOUSAND

DOLLARS ($250,000.00), and all subcontracts between a Contractor and subcontractor(s) arising from these specialty contracts;

(c) Work covered by this Agreement shall also include private projects that are paid for in whole or in part out of public funds to the extent that such project is subject to California's prevailing wage laws (Labor Code § 1720 *et seq.*) as made applicable to the City by the Buena Park Charter.

(d) The value of any Construction Contract awarded by the City shall be based on the City Engineer's pre-bid estimate for the construction work to be contracted by the City, such that the terms and conditions of this Agreement may be disclosed and included in the City's request for bids for the Project Work.

(e) It is understood by the Parties that the City may at any time, and at its sole discretion, add additional projects to the scope of this Agreement not set forth above.

(f) The Parties further agree that they shall meet no sooner than every twelve to eighteen months during the Term of this Agreement to discuss the Parties' success in achieving the hiring goals and objectives of the CWA and modifying the threshold set forth in subsections (a) and (b) of this Section 2.2.

Section 2.3 Bundling of Contracts The Parties understand that, to the maximum extent feasible, and consistent with goals of the City to (i) utilize this Agreement as the labor relations policy for its construction and rehabilitation program and (ii) fully utilize the services of local small business enterprises for such construction and rehabilitation work:

(a) The City, in its sole discretion, will seek to group (or "bundle") for bidding, work not meeting the thresholds of Section 2.2 (a) and (b), above. (Small contracts for like types of work, scheduled to be undertaken at the same facility or on the same project site, and within the same timeframe, will be considered for such bundling, consistent with economies of scale, and the purposes of this Agreement); and

(b) Project Work will not be split, divided, or otherwise separated for contract award purposes to avoid application of this Agreement.

Section 2.4 This Agreement shall not apply to any work of any Contractor other than that on Project Work specifically covered by this Agreement.

Section 2.5 Exclusions Items specifically excluded from the Scope of this Agreement include the following:

(a) Work of non-manual employees, including but not limited to: superintendents; supervisors; staff engineers; time keepers; mail carriers; clerks; office workers; messengers; guards; safety personnel; emergency medical and first aid technicians; and other professional, engineering, administrative, supervisory and management employees;

(b) Equipment and machinery owned or controlled and operated by the City;

(c) All off-site manufacture and handling of materials, equipment, or machinery; provided, however, that lay down or storage areas for equipment or material and manufacturing (prefabrication) sites, dedicated solely to the Project or Project Work, and the movement of materials or goods between locations on a Project site are within the scope of this Agreement;

(d) All employees of the City, Community Workforce Coordinator, design teams (including, but not limited to architects engineers and master planners), or any other consultants or contractors for the City (including, but not limited to, project managers and construction managers and their employees where not engaged in Project Work) and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the scope of this Agreement; provided, however, that it is understood and agreed that Building/Construction Inspector and Field Soils and Materials Testers (Inspectors) are a covered craft under the CWA. (This inclusion applies to the scope of work defined in the State of California Wage Determination for said Craft. This shall also specifically include such work where it is referred to by utilization of such terms as "quality control" or "quality assurance." Every Inspector performing under the Wage classification of Building/Construction Inspector and Field Soils and Material Testers under a professional services agreement, or a construction contract shall be bound to all applicable requirements of the CWA.)

(e) Any work performed on or near or leading to or into a site of work covered by this Agreement and undertaken by state, county, City or other governmental bodies, or their Contractors; or by public utilities, or their Contractors; and/or by the City or its Contractors (for work for which is not within the scope of this Agreement);

(f) Off-site maintenance of leased equipment and on-site supervision of such work;

(g) It is recognized that certain materials, equipment, and systems of a highly technical and specialized nature may need to be installed at or in connection with a Project covered by this Agreement. The nature of the materials, equipment, and systems, together with requirements of manufacturer's or vendor's warranty, may dictate that it be prefabricated, pre-piped, and/or pre-wired and that it be installed under the supervision and direction of Owner's and/or manufacturer's personnel. When the warranty does not require installation by the manufacturer's own personnel or a contractor certified by the manufacturer, the Unions agree to perform and install such work in accordance with the directions, standards, and specifications of the manufacturer. If the nature of the materials, equipment, systems, or warranties for any materials, equipment, or systems require specially trained or certified personnel to perform installation work, then the Unions agree to install such material, equipment and systems without incident through the use of appropriately trained or certified members, or if no such members are available, the Unions shall allow such installation work to be performed by the manufacturer's employees or a contractor certified by the manufacturer. If a manufacturer's warranty for materials, equipment or systems requires that installation work be performed by the manufacturer's own personnel, then such work shall be outside the scope of this Agreement and shall be performed by the manufacturer's own personnel. The Prime Contractor shall utilize its best efforts to notify the Unions at the pre-job conference of any such materials, equipment, systems, or warranties that are within the scope of this section, provided that the Prime Contractor's failure to do so shall not invalidate or otherwise waive the terms and conditions of this section.;

(h) Non-construction support services contracted by the City, Community Workforce Coordinator, or Contractor in connection with this Project;

(i) All hauling from and delivery to the Project and deliveries of all materials required to complete the Project, except that the hauling/delivery of soil, sand, gravel, aggregate, rocks, concrete, asphalt, excavation materials, fill material and construction debris shall be covered by this Agreement;

(j) Off-site laboratory work for testing;

(l) Any work that is urgent or emergency in nature and for which the City Council has made a determination to forego competitive bidding in the awarding of Contracts for Project Work in order to address existing, threatened or imminent health and safety concerns;

(m) Any work performed by City employees or the City's work force.

Section 2.6 Awarding of Contracts

(a) The City and/or the Contractors, as appropriate, have the absolute right to award contracts or subcontracts on Project Work to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union parties, provided only that such Contractor is willing, ready and able to execute and comply with this Community Workforce Agreement should such Contractor be awarded work covered by this Agreement.

(b) It is agreed that all Contractors and subcontractors of whatever tier, who have been awarded contracts for Project Work covered by this Agreement, shall be required to accept and be bound to the terms and conditions of this Community Workforce Agreement, and shall evidence their acceptance by the execution of the Letter of Assent as set forth in Attachment A hereto, prior to the commencement of work. At the time that any Contractor enters into a subcontract with any subcontractor of any tier providing for the performance of work on the construction contract, the Contractor shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a part of accepting the award of a construction subcontract, to agree in writing in the form of a Letter of Assent to be bound by this Agreement prior to the commencement of work. No Contractor or subcontractor shall commence Project Work without having first provided a copy of the Letter of Assent as executed by it to the Community Workforce Coordinator and to the Council forty-eight (48) hours before the commencement of Project Work, or within forty-eight (48) hours after the award of Project Work to that Contractor (or subcontractor), whichever occurs later.

(c) Under all circumstances, the City shall retain the absolute right to select the lowest reliable and responsible bidder for the award of Construction Contracts for all Projects.

Section 2.7 Coverage Exception

(a) This Agreement shall not apply if the City receives funding or assistance from any Federal, State, local or other public entity for Project Work if a requirement, condition or other term of receiving that funding or assistance, at the time of the awarding of the Construction Contract, is that the City not require, bidders, contractors, subcontractors or other persons or

entities to enter into an agreement with one or more labor organizations or enter into an agreement that contains any of the terms set forth herein. The City agrees that it will make reasonable efforts to establish the enforcement of this Agreement with any governmental agency or granting authority.

Section 2.8 Master Labor Agreements

(a) The provisions of this Agreement, including the MLAs, (which are the local Master Labor Agreements of the signatory Unions having jurisdiction over the work on the Project, as such may be changed from time-to-time upon notice to the City and which are incorporated herein by reference) shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreement which may conflict with or differ from the terms of this Agreement. However, such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), or within the jurisdiction of the International Union of Elevator Constructors and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, except that Articles dealing with Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes shall apply to such work. It is specifically agreed that no later agreement shall be deemed to have precedence over this Agreement unless signed by all Parties signatory hereto who are then currently employed or represented at the Project. Where a subject covered by the provisions of this Agreement is also covered by a MLA, the provisions of this Agreement shall apply. Where a subject is covered by a provision of a MLA and not covered by this Agreement, the provisions of the MLA shall prevail. Any dispute as to the applicable source between this Agreement and any MLA for determining the wages, hours of working conditions of employees on this Project shall be resolved under the procedures established in Article 10.

(b) It is understood that this Agreement, together with the referenced MLA's, constitutes a self-contained, stand-alone agreement and by virtue of having become bound to this Community Workforce Agreement, the Contractor will not be obligated to sign any other local, area or national collective bargaining agreement as a condition of performing work within the scope of this Agreement (provided, however, that the Contractor may be required to sign a uniformly applied, non-discriminatory Participation Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor is bound to make contributions under this Agreement, provided that such Participation Agreement does not purport to bind the Contractor beyond the terms and conditions of this Agreement and/or expand its obligation to make contributions pursuant thereto). It shall be the responsibility of the prime Contractor(s) to have each of its subcontractors sign the documents described herein, with the appropriate Craft Union prior to the subcontractor beginning work on covered Projects.

Section 2.9 Workers' Compensation Carve-out The Unions recognize the potential which the Project Work may provide for the implementation of a cost-effective workers' compensation system, as permitted by revised California Labor Code Section 3201.5. Should the City request, the Union parties agree to meet and negotiate in good faith with representatives of the City for the development, and subsequent implementation, of an effective program involving improved

and revised dispute resolution and medical care procedures for the delivery of workers' compensation benefits and medical coverage as permitted by the California Labor Code.

Section 2.10 Binding Signatories Only This Agreement shall only be binding on the signatory Parties hereto, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such Party.

Section 2.11 Other City Work This Agreement shall be limited to the construction work within the Scope of this Agreement including, specifically, site preparation and related demolition work, and new construction and major rehabilitation work for new or existing facilities referenced in Section 2.2 above. Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work or function not covered by this Agreement, which may be performed by City Employees or contracted for by the City for its own account, on its property or in and around a Project site.

Section 2.12 Separate Liability It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the City and/or any Contractor.

Section 2.13 Completed Project Work As areas of Project Work are accepted by the City, this Agreement shall have no further force or effect on such items or areas except where the Contractor is directed by the City or its representatives to engage in repairs, modification, check-out and/or warranties functions required by its Construction Contracts with the City.

ARTICLE 3
UNION RECOGNITION AND EMPLOYMENT

Section 3.1 Recognition By executing and delivering the Letter of Assent, the Contractor recognizes the Council and the signatory local Unions as the exclusive bargaining representative for the employees engaged in Project Work. Contractors further recognize that the Unions shall be the primary source of all craft labor employed on Project Work. In the event that a Contractor has its own core workforce, said Contractor shall follow the procedures outlined below.

Section 3.2 Contractor Selection of Employees The Contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, unless expressly limited or required by a specific provision of this Agreement or an MLA. The Contractor shall also have the right to reject any applicant referred by a Union for any reason, subject to any required reporting pay; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this Agreement.

Section 3.3 Referral Procedures

(a) For signatory Unions now having a job referral system contained in a MLA, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as modified by this Agreement. Such job referral system will be operated in a

nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the City to encourage employment of City residents and utilization of small local businesses on the Project, and to facilitate the ability of all Contractors to meet their employment needs.

(b) The local Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer apprentices as requested to develop a larger, skilled workforce. The local Unions will work with their affiliated regional and national unions, to identify and refer competent craft persons as needed for Project Work, and to identify and hire individuals, particularly residents of the City, for entrance into joint labor/management apprenticeship programs, or to participate in other identified programs and procedures to assist individuals in qualifying and becoming eligible for such apprenticeship programs, all maintained to increase the available supply of skilled craft personnel for Project Work and future construction work to be undertaken by the City.

(c) The Union shall not knowingly refer an employee currently employed by a Contractor on a City Project to any other Contractor.

Section 3.4 Non-Discrimination in Referral, Employment, and Contracting The Unions and the Contractors, by executing and delivering the Letter of Assent, agree that they will not discriminate against any employee or applicant for employment in hiring and dispatching on the basis of race, color, religion, sex, gender, national origin, age, membership in a labor organization, sexual orientation, political affiliation, marital status, or disability. Further, it is recognized that the City has certain policies, programs, and goals for the utilization of local small business enterprises. The Parties shall jointly endeavor to assure that these commitments are fully met, and that any provisions of this Agreement which may appear to interfere with local small business enterprises successfully bidding for work within the scope of this Agreement shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the Parties, to ensure full compliance with the spirit and letter of the City's policies and commitment to its goals for the significant utilization of local small businesses as direct Contractors or suppliers for Project Work.

Section 3.5 Employment of Local Residents

(a) The Unions and Employers agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, the Unions will exert their best efforts to refer and/or recruit sufficient numbers of skilled craft "Local Residents" as defined herein, to fulfill the requirements of the Employers. In recognition of the fact that the communities surrounding Project Work will be impacted by the construction of the Project Work, the parties agree to support the hiring of workers from the residents of these surrounding areas. Towards that end, the Parties hereby establish a goal that 30% of all construction labor hours worked on the Project shall be from Veterans and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program, regardless of where they reside, and qualified area residents residing in the following areas: first, in those first tier zip

codes which overlap the area covered by the City, as reflected on the list of U.S. Postal Service zip codes attached hereto as "Attachment B"; second, within a (10) mile radius from City Hall, as reflected on the list of U.S. Postal Service zip codes attached hereto as Attachment "B," and; third, within the remainder of the County of Orange. For dispatch purposes, employees described in this Section 3.5 (a) shall be referred to as "Local Residents."

(b) A goal of 30% of the total work hours performed on Project Work shall be from Local Residents.

Section 3.6 To facilitate the dispatch of Local Residents, veterans and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program, all Contractors will be required to utilize the Craft Employee Request Form whenever they are requesting the referral of any employee from a Union referral list for any Covered Project, a sample of which is attached as Attachment C. When area residents, veterans, and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program are requested by Contractors, the Unions will refer such workers regardless of their place in the Unions' hiring halls' list and normal referral procedures.

Section 3.7 Helmets to Hardhats The Contractors (by executing the Letter of Assent) and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties. For purposes of this Agreement the term "Eligible Veteran" shall have the same meaning as the term "veteran" as defined under Title 5, Section 2108(1) of the United States Code as the same may be amended or re-codified from time to time. It shall be the responsibility of each qualified City resident to provide the Unions with proof of his/her status as an Eligible Veteran. The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on Project Work and of apprenticeship and employment opportunities for Project Work. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

Section 3.8 Core Employees

(a) Contractors which are not independently signatory to a Master Labor Agreement may employ, as needed, first, a member of his core workforce, then an employee through a referral from the appropriate Union hiring hall, then a second core employee, then a second employee through the referral system, and so on until a maximum of five (5) core employees are employed, thereafter, all additional employees in the affected trade or craft shall be requisitioned from the craft hiring hall in accordance with Section 3.3. In the laying off of employees, the number of core employees shall not exceed one-half plus one of the workforce for an employer with 10 or fewer employees, assuming the remaining employees are qualified to undertake the work available. This provision applies only to Contractors which are not independently signatory to a Master Labor Agreement and is not intended to limit the transfer provisions of the MLA of any trade. As part of this process, and in order to facilitate the contract administration

procedures, as well as appropriate fringe benefit fund coverage, all Contractors shall require their core employees and any other persons employed other than through the Union referral process, to register with the appropriate Union hiring hall, if any, prior to their first day of employment at a Project site.

(b) The core work force is comprised of those employees whose names appeared on the Contractor's active payroll for sixty (60) of the one hundred (100) working days immediately before award of Project Work to the Contractor; who have worked at least two-thousand (2,000) hours in the construction craft in which they are employed during the prior four (4) years; who possess any license required by state or federal law for the Project Work to be performed; and who have the ability to safely perform the basic functions of the applicable trade.

(c) Prior to each Contractor performing any work on the Project, each Contractor shall provide a list of his core employees to the Council. Failure to do so will prohibit the Contractor from using any core employees. Upon request by any Party to this Agreement, the Contractor hiring any core employee shall provide satisfactory proof (i.e., payroll records, quarterly tax records, driver's license, voter registration, postal address, and such other documentation) evidencing the core employee's qualification as a core employee to the Council.

(d) Hours worked by residents of states other than California shall not be included in the calculation of total hours of Project Work for purposes of the percentage requirements set forth above.

Section 3.9 Time for Referral If any Union's registration and referral system does not fulfill the requirements for specific classifications requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays, and holidays), that Contractor may use employment sources other than the Union registration and referral services and may employ applicants meeting such standards from any other available source. The Contractors shall inform the Union of any applicants hired from other sources within forty-eight (48) hours of such applicant being hired, and such applicants shall register with the appropriate hiring hall, if any, prior to their first day of employment at a Project site.

Section 3.10 Lack of Referral Procedure If a signatory local Union does not have a job referral system as set forth in Section 3.3 above, the Contractors shall give the Union equal opportunity to refer applicants. The Contractors shall notify the Union of employees so hired, as set forth in Section 3.5.

Section 3.11 Union Membership Employees are not required to become or remain union members or pay dues or fees as a condition of performing Project Work under this Agreement. Employers shall make and transmit all deductions for union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Labor Agreement. Nothing in this Section 3.11 is intended to supersede independent requirements of applicable Master Labor Agreements as to those Employers otherwise signatory to such Master Labor Agreements and as to the employees of those Contractors who are performing Project Work.

Section 3.12 Individual Seniority Except as provided in Section 4.3, individual seniority shall not be recognized or applied to employees working on City Projects; provided, however, that

group and/or classification seniority in a Union's MLA as of the effective date of this Agreement shall be recognized for purposes of layoffs.

Section 3.13 Foremen The selection and number of craft foreman and/or general foreman shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foreman shall be designated as working foreman at the request of the Contractors.

ARTICLE 4
UNION ACCESS AND STEWARDS

Section 4.1 Access to Project Sites Authorized representatives of the Union shall have access to Project Work, provided that they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor, security, and safety rules.

Section 4.2 Stewards

(a) Each signatory local Union shall have the right to dispatch a working journeyperson as a steward for each shift and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

(b) In addition to his/her work as an employee, the steward should have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward should be concerned only with the employees of the steward's Contractor and, if applicable, subcontractor(s), and not with the employees of any other Contractor. A Contractor will not discriminate against the steward in the proper performance of his/her Union duties.

(c) When a Contractor has multiple, non-contiguous work locations at one site, the Contractor may request, and the Union shall appoint such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Contractor.

(d) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

Section 4.3 Steward Layoff/Discharge The Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable MLA, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice have been given.

Section 4.4 Employees on Non-Project Work On work where the personnel of the City may be working in close proximity to the construction activities covered by this Agreement, the Union agrees that the Union representatives, stewards, and individual workers will not interfere with the City personnel, or with personnel employed by the any other employer not a Party to this Agreement.

ARTICLE 5
WAGES AND BENEFITS

Section 5.1 Wages All employees covered by this Agreement shall be classified in accordance with work performed and paid by the Contractors the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to applicable law. If a prevailing rate increases under law, the Contractor shall pay that rate as of its effective date under the law. Notwithstanding any other provision in this Agreement, Contractors directly signatory to one or more of the MLAs are required to pay all of the wages set forth in those MLAs without reference to the forgoing.

Section 5.2 Benefits

(a) Contractors shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate MLA and make all employee–authorized deductions in the amounts designated in the appropriate MLA, however, such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. Notwithstanding any other provision in this Agreement, Contractors directly signatory to one or more of the MLA are required to make all contributions set forth in those MLA without reference to the foregoing. Bona fide jointly-trusteed benefit plans or authorized employee deduction programs established or negotiated under the applicable MLA or by the Parties to this Agreement during the life of this Agreement may be added.

(b) The Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the Parties to such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

(c) Each Contractor and subcontractor is required to maintain records evidencing that it has paid all benefit contributions due and owing to the appropriate trust(s) prior to the receipt of its final payment and/or retention. Further, a Union shall work with any prime Contractor or subcontractor who is delinquent in payments to assure that proper benefit contributions are made. In the event of failure of a prime Contractor or subcontractor to timely make the delinquent payments, a Union may request that the City or the prime Contractor withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

Section 5.3 Wage Premiums Wage premiums, including but not limited to pay based on height of work, hazard pay, scaffold pay, and special skills shall not be applicable to work under

this Agreement, except to the extent provided for in any applicable prevailing wage determination.

Section 5.4 Compliance with Prevailing Wage Laws The Parties agree that the City shall monitor the compliance by all Contractors and subcontractors with all applicable federal and state prevailing wage laws and regulations, and that such monitoring shall include Contractors engaged in what would otherwise be Project Work but for the exceptions to Agreement coverage in Article 2, Section 2.2. All complaints regarding possible prevailing wage violations shall be referred to the City for processing, investigation, and resolution, and if not resolved within thirty calendar days, may be referred by any party to the state labor commissioner.

ARTICLE 6
WORK STOPPAGES AND LOCK-OUTS

Section 6.1 No Work Stoppages or Disruptive Activity The Council and the Unions signatory hereto agree that neither they, and each of them, nor their respective officers or agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slow-down, picketing, observing picket lines or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or any way related to Project Work, or which interferes with or otherwise disrupts, Project Work, or with respect to or related to the City or Contractors or subcontractors, including, but not limited to, economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes and jurisdictional strikes whether or not the underlying dispute is arbitrable. Any such actions by the Council, or Unions, or their members, agents, representatives, or the employees they represent shall constitute a violation of this Agreement. The Council and the Union shall take all steps necessary to obtain compliance with this Article and neither should be held liable for conduct for which it is not responsible.

Section 6.2 Employee Violations The Contractor may discharge any employee violating Section 6.1 above and any such employee will not be eligible for rehire under this Agreement.

Section 6.3 Standing to Enforce The City or any Contractor affected by an alleged violation of Section 6.1 shall have standing and the right to enforce the obligations established therein.

Section 6.4 Expiration of the MLA's If the MLA, or any local, regional, and other applicable collective bargaining agreements expire during the term of Project Work, the Union(s) agree that there shall be no work disruption of any kind as described in Section 6.1 above as a result of the expiration of any such agreement(s) having application on Project Work and/or failure of the involved Parties to that agreement to reach a new contract. Terms and conditions of employment established and set at the time of bid shall remain established and set. Otherwise to the extent that such agreement does expire and the Parties to that agreement have failed to reach concurrence on a new contract, work will continue on the Project on one of the following two (2) options, both of which will be offered by the Unions involved to the Contractors affected:

(a) Each of the Unions with a contract expiring must offer to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contract may each propose wage rates and employer contribution rates to employee benefit funds under the prior contract different from what those wage rates and employer contributions rates were under the expiring contracts. The terms of the

Union's interim agreement offered to Contractors will be no less favorable than the terms offered by the Union to any other employer or group of employers covering the same type of construction work in Orange County.

(b) Each of the Unions with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds, if the Contractor affected by that expiring contract agrees to the following retroactive provisions: if a new MLA, local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then each affected Contractor shall pay to its employees who performed work covered by this Agreement at the Project during the hiatus between the effective dates of such expired and new labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new labor agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactive period. All Parties agree that such affected Contractors shall be solely responsible for any retroactive payment to its employees.

(c) Some Contractors may elect to continue to work on the Project under the terms of the interim agreement option offered under paragraph (a) above and other Contractors may elect to continue to work on the Project under the retroactivity option offered under paragraph (b) above. To decide between the two options, Contractors will be given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the Contractors in writing its specific offer of terms of the interim agreement pursuant to paragraph (a) above, whichever is the later date. If the Contractor fails to timely select one of the two options, the Contractor shall be deemed to have selected option (b).

Section 6.5 No Lockouts Contractors shall not cause, incite, encourage, condone, or participate in any lock-out of employees with respect to Project Work during the term of this Agreement. The term "lock-out" refers only to a Contractor's exclusion of employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this Agreement, or any other agreement, nor does "lock-out" include the City's decision to stop, suspend or discontinue any Project Work or any portion thereof for any reason.

Section 6.6 Best Efforts to End Violations

(a) If a Contractor contends that there is any violation of this Article or Section 7.3, it shall notify, in writing, the Executive Secretary of the Council, the Senior Executive of the involved Union(s) and the City. The Executive Secretary and the leadership of the involved Union(s) will immediately instruct, order, and use their best efforts to cause the cessation of any violation of the relevant Article.

(b) If the Union contends that any Contractor has violated this Article, it will notify that the Contractor and the City, setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of Section 6.8. The City shall promptly order the involved Contractor(s) to cease any violation of the Article.

Section 6.7 Withholding of services for failure to pay wages and fringe benefits

Notwithstanding any provision of this Agreement to the contrary, it shall not be a violation of this Agreement for any Union to withhold the services of its members (but not the right to picket) from a particular Contractor who:

(a) fails to timely pay its weekly payroll; or

(b) fails to make timely payments to the Union's Joint Labor/Management Trust Funds in accordance with the provisions of the applicable MLA. Prior to withholding its members' services for the Contractor's failure to make timely payments to the Union's Joint Labor/Management Trust Funds, the Union shall give at least ten (10) days (unless a lesser period of time is provided in the Union's MLA, but in no event less than forty-eight (48) hours) written notice of such failure to pay by registered or certified mail, return receipt requested, and by facsimile transmission to the involved Contractor and to the City. Union will meet within the ten (10) day period to attempt to resolve the dispute.

(c) Upon the payment of the delinquent Contractor of all monies due and then owing for wages and/or fringe benefit contributions, the Union shall direct its members to return to work and the Contractor shall return all such members back to work.

Section 6.8 Expedited Enforcement Procedure Any party, including the City, which the Parties agree is a Party to the Agreement for purposes of this Article and an intended beneficiary of this Article, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of Section 6.1 or 6.5, above, or Section 7.3 is alleged.

(a) The Party invoking this procedure shall notify Louis Zigman who has been selected by the negotiating Parties, and whom the Parties agree shall be the permanent arbitrator under this procedure. If the permanent arbitrator is unavailable at any time, the party invoking this procedure shall notify one of the alternates selected by the Parties, as set forth under section 9.2, Step 3 (a), in that order on an alternating basis. Expenses incurred in arbitration shall be borne equally by the Parties involved in the arbitration and the decision of the arbitrator shall be final and binding on the Parties, provided, however, that the arbitrator shall not have the authority to alter or amend or add to or delete from the provisions of this Agreement in any way. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Parties alleged to be in violation, and to the Council if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by telegram, facsimile, hand delivery or overnight mail and will be deemed effective upon receipt.

(b) Upon receipt of said notice, the arbitrator named above or his/her alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Executive Secretary and the Senior Official(s) as required by Section 6.6, as above.

(c) The arbitrator shall notify the Parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed 24 hours unless otherwise agreed upon by all Parties. A

failure of any Party or Parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of Sections 6.1 or 6.5, above, or Section 7.3 has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation, or mitigation of such violation or to award damages, (except for damages as set forth in 6.8 below) which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an opinion. If any Party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such award shall be served on all Parties by hand or registered mail upon issuance.

(e) Such award shall be final and binding on all Parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other Party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 6.7(d) of this Article, all Parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any Party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's award shall be served on all Parties by hand or by delivery to their address as shown on this Agreement (for a Union), as shown on their business contract for work under this Agreement (for a Contractor) and to the representing Union (for an employee), by certified mail by the Party or Parties first alleging the violation.

(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the Parties to whom they accrue.

(g) The fees and expenses of the arbitrator shall be equally divided between the Party or Parties initiating this procedure and the respondent Party or Parties.

ARTICLE 7
WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

Section 7.1 Assignment of Work The assignment of Project Work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 7.2 The Plan All jurisdictional disputes on Project Work between or among the building and construction trades Unions and the Contractor parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding, and conclusive on the Employers and Unions parties to this Agreement.

(a) If a dispute arising under this Article involves the Southwest Regional Council of Carpenters or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the Trades Council within 14 days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

Section 7.3 No Work Disruption Over Jurisdiction All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 7.4 Pre-Job Conferences As provided in Article 13, each Contractor will conduct a pre-job conference with the appropriate affected Union(s) prior to commencing work. The Council and the Community Workforce Coordinator shall be advised in advance of all such conferences and may participate if they wish.

Section 7.5 Resolution of Jurisdictional Disputes If any actual or threatened strike, sympathy strike, work stoppage, slow down, picketing, hand-billing or otherwise advising the public that a labor dispute exists, or interference with the progress of Project Work by reason of a jurisdictional dispute or disputes occurs, the Parties shall exhaust the expedited procedures set forth in the Plan, if such procedures are in the plan then currently in effect, or otherwise as in Article 6 above.

ARTICLE 8
MANAGEMENT RIGHTS

Section 8.1 Contractor and City Rights The Contractors and the City have the sole and exclusive right and authority to oversee and manage construction operations on Project Work, as set forth in this Article, without any limitations unless expressly limited or required by another Article of this Agreement or an MLA. In addition to the following and other rights of the Contractors enumerated in this Agreement, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractor's rights include, but are not limited to, the right to:

(a) Plan, direct and control operations of all work;

(b) Hire, promote, transfer and layoff their own employees, respectively, as deemed appropriate to satisfy work and/or skill requirements;

(c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations;

(d) Discharge, suspend or discipline their own employees for just cause;

(e) Utilize, in accordance with City approval, any work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment,

regardless of source of manufacture or construction; assign and schedule work at their discretion; and

(f) Assign overtime, determine when it will be worked, and the number and identity of employees engaged in such work, subject to such provisions in the applicable MLA(s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

Section 8.2 Specific City Rights In addition to the following and other rights of the City enumerated in this Agreement, the City expressly reserves its management rights and all the rights conferred on it by law. The City's rights (and those of the CWA Coordinator on its behalf) include but are not limited to the right to:

(a) Inspect any construction site or facility to ensure that the Contractor follows the applicable safety and other work requirements;

(b) Require Contractors to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the Project Work at a particular location;

(c) At its sole option, terminate, delay and/or suspend any and all portions of Project Work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the City's facilities and/or to mitigate the effect of ongoing Project Work on businesses and residents in the neighborhood of the Project site; and/or require such other operational or schedule changes it deems necessary, in its sole judgment, to effectively maintain its primary mission and remain a good neighbor to those in the area of its facilities. (In order to permit the Contractors and Unions to make appropriate scheduling plans, the City will provide the affected Contractor(s) and Union(s) with reasonable notice of any changes it requires pursuant to this section; provided, however, that if notice is not provided in time to advise employees not to report for work, show-up pay shall be due pursuant to the applicable MLA;

(d) Approve any work methods, procedures and techniques used by Contractors whether or not these methods, procedures or techniques are part of industry practices or customs; and

(e) Investigate and process complaints, in the matter set forth in Articles 6 and 9.

Section 8.3 Use of Materials There should be no limitations or restriction by Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization, of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools or other labor saving devices, subject to the application of the State Public Contracts and Labor Codes as required by law in reference to offsite construction. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work. The City shall advise all Contractors of, and enforce as appropriate, the off-site application of the prevailing wage law as it affects Project Work.

Section 8.4 New Technology and Equipment Installation

(a) The Parties recognize that the Contractor will initiate from time to time the use of

new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Project Work. The Union agrees that they will not restrict the implementation of such devices or work methods. The Unions will accept and will not refuse to handle, install, or work with any standardized and/or catalogue: parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, or materials whatever their source of manufacture or construction.

(b) If any disagreement between the Contractor and the Unions concerning the methods of implementation or installation of any equipment, or device or item, or method of work, arises, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the work will precede as directed by the Contractor and the Parties shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 9.

ARTICLE 9
SETTLEMENT OF GRIEVANCES AND DISPUTES

Section 9.1 Cooperation and Harmony on Site

(a) This Agreement is intended to establish and foster continued close cooperation between management and labor. The Council shall assign a representative to Project Work for the purpose of assisting the local Unions, and working with the City and the Contractors, to complete the construction of Project Work economically, efficiently, continuously and without any interruption, delays or work stoppages.

(b) The Contractors, Unions, and employees collectively and individually, realize the importance to all Parties of maintaining continuous and uninterrupted performance of Project Work, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 6 or 7.

(c) The Unions and/or Council shall oversee the processing of grievances under this Article and Articles 6 and 7, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the principal parties to any pending grievance to insure the time limits and deadlines are met.

Section 9.2 Processing Grievances Any questions arising out of and during the term of this Agreement involving its interpretation and application, which includes applicable provisions of the MLA's, but not jurisdictional disputes or alleged violations of Section 6.1 and 6.4 and similar provisions, shall be considered a grievance and subject to resolution under the following procedures.

Step 1. Employee Grievances When any employee subject to the provisions of this Agreement feels aggrieved by an alleged violation of this Agreement, the employee shall, through his local Union business representative or, job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. A business

representative of the local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to resolve the matter within ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within ten (10) working days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation occurred, and the provision(s) of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the parties directly involved.

Union or Contractor Grievances Should the Union(s) or any Contractor have a dispute with the other Party(ies) and, if after conferring within ten (10) working days after the disputing Party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined in 1(a) above for the adjustment of an employee complaint.

Step 2. The business manager of the involved local Union or his designee, together with the site representative of the involved Contractor, shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the Parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days after the initial meeting at Step 2.

Step 3. (a) If the grievance shall have been submitted but not resolved under Step 2, either the Union or Contractor Party may request in writing to the other party to the grievance (with copy (ies) to the other Party (ies)) within seven (7) working days (weekends and holidays excluded) after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from the agreed upon list below, on a rotational basis in the order listed. Those arbitrators are: (1) Edna Francis; (2) Louis Zigman; (3) Fredric Horowitz; (4) Sara Adler; (5) William Rule; (6) Walt Daugherty; and (7) Michael Rappaport. The decision of the arbitrator shall be final and binding on all Parties and the fee and expenses of such arbitrations shall be borne equally by the involved Contractor(s) and the involved Union(s).

(b) Failure of the grieving Party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the Parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add too, or detract from any of the provisions of this Agreement.

(c) The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the Parties (i.e., conference room, court reporter, etc.) in arbitration, shall be divided equally by the Parties to the arbitration, including Union(s) and Contractor(s) involved.

Section 9.3 Limit on Use of Procedures The procedures contained in this Article shall not be applicable to any alleged violation of Articles 6 or 7, with a single exception that any employee discharged for violation of Section 6.2, or Section 7.3, may resort to the procedures of this Article to determine only if he/she was, in fact, engaged in that violation.

Section 9.4 Notice The City shall be notified by the involved Contractor of all actions at Steps 2 and 3, and further, the City may, in its sole discretion, designate a City staff member to participate fully as a party in all proceedings at such steps.

ARTICLE 10
REGULATORY COMPLIANCE

Section 10.1 Compliance with All Laws The Council and all Unions, Contractors, subcontractors and their employed shall comply with all applicable federal and state laws, ordinances and regulations including, but not limited to, those relating to safety and health, employment, and applications for employment. All employees shall comply with the safety regulations established by the City or the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

Section 10.2 Monitoring Compliance The Parties agree that the City shall require, and that the Council and Unions may monitor, compliance by all Contractors and subcontractors with all federal and state laws regulation that, from time to time may apply to Project Work. It shall be the responsibility of the Council to investigate or monitor compliance with these various laws and regulations. The Council may recommend to the City procedures to encourage and enforce compliance with these laws and regulations.

Section 10.3 Prevailing Wage Compliance The Council or Union shall refer all complaints regarding any potential prevailing wage violation to the City, who shall process, investigate, and resolve such complaints, consistent with Article 5, Section 5.4. The Council or Union, as appropriate, shall be advised in a timely manner with regard to the facts and resolution, if any, of any complaint. It is understood that this Section does not restrict any individual rights as established under the State Labor Code, including the rights of an individual to file a complaint with the State Labor Commissioner.

Section 10.4 Violations of Law Based upon a finding of violation by the City of a federal and state law, and upon notice to the Contractor that it or its subcontractors is in such violation, the City, in the absence of the Contractor or subcontractor remedying such violation, shall take such action as it is permitted by law or contract to encourage that Contractor to come into compliance, including, but not limited to, assessing fines and penalties and/or removing the offending Contractor from Project Work. Additionally, in accordance with the Agreement between the City and the Contractor, the City may cause the Contractor to remove from Project Work any subcontractor who is in violation of state or federal law.

ARTICLE 11
SAFETY AND PROTECTION OF PERSON AND PROPERTY

The Parties adopt the Los Angeles/Orange Counties Building and Construction Trades Council Approved Drug and Alcohol Testing Policy, a copy of which is attached hereto as Attachment D and which shall be the policy and procedure utilized under this Agreement.

ARTICLE 12
APPRENTICES

Section 12.1 Importance of Training The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the City, and the opportunities to provide continuing work under the construction program. To these ends, the Parties will facilitate, encourage, and assist local residents to commence and progress in Labor/Management Apprenticeship and/or training Programs in the construction industry leading to participation in such apprenticeship programs. The City and the Council will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the formal joint labor/management apprenticeship programs maintained by the signatory Unions.

Section 12.2 Use of Apprentices

(a) Apprentices used on Projects under this Agreement shall be registered in Joint Labor Management Apprenticeship Programs approved by the State of California. Apprentices may comprise up to thirty percent (30%) of each craft's work force at any time, unless the standards of the applicable joint apprenticeship committee confirmed by the Division of Apprenticeship Standards ("DAS"), establish a lower or higher maximum percentage. Where the standards permit a higher percentage, such percentage shall apply on Project Work. Where the applicable standards establish a lower percentage, the applicable Union will use its best efforts with the Joint Labor Management apprenticeship committee and, if necessary, the DAS to permit up to thirty percent (30%) apprentices on the Project.

(b) The Unions agree to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage. The apprentice ratio for each craft shall be in compliance, at a minimum, with the applicable provisions of the Labor Code relating to utilization of apprentices. The City shall encourage such utilization, and, both as to apprentices and the overall supply of experienced workers. The Unions will assure appropriate and maximum utilization of apprentices and the continuing availability of both apprentices and journey persons.

(c) The Parties agree that apprentices will not be dispatched to Contractors working under this Agreement unless there is a journeyman working on the project where the apprentice is to be employed who is qualified to assist and oversee the apprentice's progress through the program in which he is participating.

(d) All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship] section 205, which defines a journeyman as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyman in the apprenticeable occupation. Should a question arise as to a journeyman's qualification under this

subsection, the Contractor shall provide adequate proof evidencing the worker's qualification as a journeyman to the Council.

ARTICLE 13
PRE-JOB CONFERENCES

Each prime Contractor which is awarded a Construction Contract by the City for Project Work shall conduct a pre-job conference with the appropriate affected Union(s) prior to commencing work. All Contractors who have been awarded contracts by the prime Contractor shall attend the pre-job conference. The Council and the Community Workforce Coordinator shall be advised in advance of all such conferences and may participate if they wish. All work assignments shall be disclosed by the prime Contractor and all Contractors at the pre-job conference in accordance with industry practice. Should there be Project Work that was not previously discussed at the pre-job conference, or additional project work be added, the contractors performing such work will conduct a separate pre-job conference for such newly included work. Should there be any formal jurisdictional dispute raised under Article 8, the Community Workforce Coordinator shall be promptly notified. Prime Contractor shall have available at the pre-job conference the plans and drawing for the work to be performed on the Project.

ARTICLE 14
WORK OPPORTUNITIES PROGRAM

Section 14.1 The Parties to this Agreement support the development of increased numbers of skilled construction workers from among the Local Residents residing within the geographic area serviced by the City, to meet the labor needs of City Projects, specifically, and the requirements of the local construction industry generally. Towards that end the Parties agree to cooperate respecting the establishment of a work opportunities program for these Local Residents, the primary goals of which shall be to maximize construction work opportunities for traditionally underrepresented members of the community. In furtherance of the foregoing, the Unions specifically agree to:

a) Encourage the referral and utilization, to the extent permitted by law and hiring hall practices, of qualified Local Residents as journeymen, and apprentices on Project Work and entrance into such qualified apprenticeship and training programs as may be operated by signatory Unions; and

b) Assist Local Residents in contacting pre-apprenticeship programs that utilize the Building Trades multi-craft core curriculum (MC3) and the Apprenticeship Training Committees for the crafts and trades they are interested in. The Unions shall assist Local Residents who are seeking Union jobs on Project Work and Union membership in assessing their work experience and giving them credit for provable past experience in their relevant craft or trade, including experience gained working for non-union Contractors. The Unions shall put on their rolls qualified bona fide Local Residents for work on Project Work; and

c) Support local events and programs designed to recruit and develop adequate numbers of qualified workers in the construction industry.

ARTICLE 15
SAVINGS AND SEPARABILITY

Section 15.1 Savings Clause It is not the intention of the City, Contractor, or the Union parties to violate any laws governing the subject matter of this Agreement. The Parties hereto agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Parties agree that if and when any provision(s) of this Agreement is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this Agreement is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this Agreement, then the Parties agree that all Project Work that would otherwise be covered by this Agreement should be continued to be bid and constructed without application of this Agreement so that there is no delay or interference with the ongoing planning, bidding and construction of any Project Work.

Section 15.2 Effect of Injunctions or Other Court Orders The Parties recognize the right of the City to withdraw, at its absolute discretion, the utilization of the Agreement as part of any bid specification should a Court of competent jurisdiction issue any order, or any applicable statute which could result, temporarily or permanently in delay of the bidding, awarding and/or construction on the Project. Notwithstanding such an action by the City, or such court order or statutory provision, the Parties agree that the Agreement shall remain in full force and effect on covered Project Work to the maximum extent legally possible.

ARTICLE 16
WAIVER

A waiver of or a failure to assert any provisions of this Agreement by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the Agreement or change in the terms and conditions of the Agreement and shall not relieve, excuse or release any of the Parties from any of their rights, duties or obligations hereunder.

ARTICLE 17
AMENDMENTS

The provisions of this Agreement can be renegotiated, supplemented, rescinded, or otherwise altered only by mutual agreement in writing, hereafter signed by the negotiating Parties hereto.

ARTICLE 18
DURATION OF THE AGREEMENT

Section 18.1 Duration

(a) This Agreement shall be effective from the date signed by all Parties for all Construction Contracts awarded by the City for Project Work resulting from a request for bids issued by the City after January 1, 2022, and shall remain in effect for a period of five (5) years; provided, however, that this Agreement may be extended by mutual written agreement of the Parties. Any covered Project Work awarded during the term of this Agreement shall continue to be covered hereunder until completion of the Project Work, notwithstanding the expiration date of this Agreement.

(b) This Agreement may be extended by mutual consent of the City and the signatory Unions for such further periods as the Parties shall agree to.

Section 18.2 Turnover and Final Acceptance of Completed Work

(a) Construction of any phase, portion, section, or segment of Project Work shall be deemed complete when such phase, portion, section, or segment has been turned over to the City by the Contractor and the City has accepted such phase, portion, section, or segment as complete. As areas and systems of the Project Work are inspected and construction-tested and/or approved and accepted by the City or third parties with the approval of the City, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the City to engage and repairs or modifications required by its Construction Contract(s) with the City.

(b) Notice of each final acceptance of Project Work received by the Contractor will be provided to the Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a "punch" list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the City and Notice of Completion is issued by the City or its representative to the Contractor. At the request of the Union, complete information describing any "punch" list work, as well as any additional work required of a Contractor at the direction of the City pursuant to (a) above, involving otherwise turned-over and completed facilities which have been accepted by the City, will be available from the Community Workforce Coordinator.

IN WITNESS whereof the Parties have caused this Community Workforce Agreement to be executed as of the date and year above stated.

CITY OF BUENA PARK

By: _____

Mayor

LOS ANGELES/ORANGE COUNTIES BUILDING & CONSTRUCTION TRADES COUNCIL

By: _____

Chris Hannan
Executive Secretary

DocuSign Envelope ID: 109E273D-AADF-443E-9278-16853FED719F

LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS

Asbestos Heat & Frost Insulators (Local 5)

Boilermakers (Local 92)

Bricklayers & Allied Craftworkers (Local 4)

Cement Masons (Local 500)

Electricians (Local 441)

Elevator Constructors (Local 18)

Gunite Workers (Local 345)

Iron Workers (Reinforced – Local 416)

Iron Workers (Structural – Local 433)

District Council of Laborers

Laborers Local 652

Laborers (Local 300) (remediation)

Laborers (Local 1184)

Operating Engineers (Local 12)

Operating Engineers (Local 12)

Operating Engineers (Local 12)

Painters & Allied Trades DC 36

Pipe Trades (Pipefitters Local 250)

Pipe Trades (Local 345)

Pipe Trades (Plumbers Local 582)

Pipe Trades (Sprinkler Fitters Local 709)

Plasterers (Local 200)

Plaster Tenders Local (1414)

Roofers & Waterproofers (Local 220)

Sheet Metal Workers (Local 105)

Teamsters (Local 952)

Teamsters (Local 986)

Southwest Regional Council of Carpenters

ATTACHMENT A – LETTER OF ASSENT

To be signed by all contractors awarded work covered by the
Community Workforce Agreement prior to commencing work.

[Contractor's Letterhead]
City of Buena Park
6650 Beach Blvd.
Buena Park, CA 90621
Attn: _____

Re: Community Workforce Agreement - Letter of Assent

Dear Sir:

This is to confirm that [name of company] agrees to be party to and bound by the City of Buena Park Community Workforce Agreement effective _____, 202_, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely.

[Name of Construction Company]

By: [_____] Name and Title of Authorized Executive

Contractor's State License No: _____

Project Name: _____

[Copies of this letter must be submitted to the City and to the Council]

ATTACHMENT B

LOCAL RESIDENT ZIP CODES

(TIER 1)
CITY RESIDENTS

90620

90621

(TIER 2)

90240	90716	92708
90241	90720	92801
90242	90723	92802
90280	90740	92804
90601	90755	92805
90602	90803	92806
90603	90804	92807
90604	90805	92821
90605	90806	92823
90606	90807	92831
90623	90808	92832
90630	90814	92833
90631	90815	92835
90638	90840	92840
90639	91745	92841
90650	91748	92843
90660	91765	92844
90670	92647	92845
90680	92649	92865
90701	92655	92866
90703	92683	92867
90706	92703	92868
90712	92704	92870
90713	92705	92886
90715	92706	

(TIER 3)

THE REMAINING ZIP CODES IN ORANGE COUNTY

ATTACHMENT C

CITY OF BUENA PARK
CRAFT REQUEST FORM

TO THE CONTRACTOR: Please complete and fax this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After faxing your request, please call the Local to verify receipt and substantiate their capacity to furnish workers as specified below. Please print your Fax Transmission Verification Reports and keep copies for your records.

The City of Buena Park Community Workforce Agreement establishes a goal that 30% of all of the labor and craft positions shall be from Veterans and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program, regardless of where they reside, and qualified area residents residing: first, in those first tier zip codes which overlap the area covered by the City, as reflected on the list of U.S. Postal Service zip codes attached hereto as "Attachment B", second, within a (10) mile radius from City Hall, as reflected on the list of U.S. Postal Service zip codes attached hereto as Attachment "B," and third, within the remainder of the County of Orange. For dispatch purposes, employees described herein shall be referred to as "Local Residents."

TO THE UNION: Please complete the "Union Use Only" section on the next page and fax this form back to the requesting Contractor. Be sure to retain a copy of this form for your records.

CONTRACTOR USE ONLY

To: Union Local # _____ **Fax#** (___)_____ **Date:** _____

Cc: Community Workforce Coordinator

From: Company: _____ Issued By: _____

Contact Phone: (___)_____ Contact Fax: (___)_____

PLEASE PROVIDE ME WITH THE FOLLOWING UNION CRAFT WORKERS.

Craft Classification (i.e., plumber, painter, etc.)	Journeyman or Apprentice	Local Resident or General Dispatch	Number of workers needed	Report Date	Report Time
TOTAL WORKERS REQUESTED = _____					

Please have worker(s) report to the following work address indicated below:

Project Name: _____ Site: _____ Address: _____

Report to: _____ On-site Tel: _____ On-site Fax: _____

Comment or Special Instructions: _____

UNION USE ONLY

Date dispatch request received:
Dispatch received by:
Classification of worker requested:
Classification of worker dispatched:

WORKER REFERRED

Name:		
Date worker was dispatched:		
Is the worker referred a:	(check all that apply)	
JOURNEYMAN	Yes _____	No _____
APPRENTICE	Yes _____	No _____
LOCAL RESIDENT	Yes _____	No _____
GENERAL DISPATCH FROM OUT OF WORK LIST	Yes _____	No _____

[This form is not intended to replace a Local Union's Dispatch or Referral Form normally given to the employee when being dispatched to the jobsite.]

ATTACHMENT D

LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL

APPROVED
DRUG AND ALCOHOL TESTING POLICY

(rev. December 2019)

The Parties recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the workplace and to maintain a drug and alcohol-free work environment, individual Employers may require applicants or employees to undergo drug and alcohol testing.

1. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession or consuming alcohol is absolutely prohibited while employees are on the Employer's job premises or while working on any jobsite in connection with work performed under the Community Workforce Agreement ("CWA").

2. No Employer may implement a drug testing program which does not conform in all respects to the provisions of thisPolicy.

3. No Employer may implement drug testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Project Supervisor. Said notice shall be addressed to the office of each Union signing the CWA. Said notice shall be sent by email or by registered mail before the implementation of drug testing. Failure to give such notice shall make any drug testing engaged in by the Employer a violation of the CWA, and the Employer may not implement any form of drug testing at such jobsite for the following six months.

4. An Employer who elects to implement drug testing pursuant to this Agreement shall require all employees on the Project to be tested. With respect to individuals who become employed on the Project subsequent to the proper implementation of a valid drug testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to the proper implementation of a valid drug testing program may only be subjected to testing for the reasons set forth in paragraphs 5(g)(l) through 5(g)(3) and paragraphs 6(a) through 6(e) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment onthe project.

5. The following procedure shall apply to all drug testing:

a. The Employer may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Employer shall draw blood from a bargaining unit employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

b. An employer may request an applicant to perform an alcohol breathalyzer test, at a certified laboratory only and cutoff levels shall be those mandated by applicable state or federal law.

c. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Employer and the Union.

d. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography/Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by SAMHSA. Should these SAMHSA levels be changed during the course of this Agreement or new testing procedures are approved, then these new regulations will be deemed as part of this existing Agreement. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

e. In the event of a confirmed positive test result the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Employer between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results the Employer may require a third test.

f. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the project.

g. No individual who tests negative for drugs pursuant to the above procedure and becomes employed on the project shall again be subjected to drug testing with the following exceptions:

1. Employees who are involved in industrial accidents resulting in damage to

plant, property or equipment or injury to him/her or others may be tested for drug or alcohol pursuant to the procedures stated hereinabove.

2. The Employer may test employees following thirty (30) days advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be as set forth in paragraph 3 above and such testing shall be pursuant to the procedures stated hereinabove.

3. The Employer may test an employee where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as being aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (i.e., slurred speech, unusual lack of muscular coordination, etc.). Such behavior must be actually observed by at least two persons, one of whom shall be a supervisor who has been trained to recognize the symptoms of drug abuse or impairment and the other of whom shall be the Job Steward. If the Job Steward is unavailable or there is no Job Steward on the project the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Employer's payroll.

h. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union's Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.

6. The Employers will be allowed to conduct periodic jobsite drug testing on the Project under the following conditions:

a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;

b. Jobsite testing cannot commence sooner than fifteen (15) days after start of the work on the project;

c. Prior to start of periodic testing, a Business Representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;

d. Testing shall be conducted by a SAMHSA certified laboratory, pursuant to the provisions set forth in paragraph 5 hereinabove.

e. Only two (2) periodic tests may be performed in a twelve (12) month period.

7. It is understood that the unsafe use of prescribed medication, or where the use of

prescribed medication impairs the employee's ability to perform work, is a basis for the Employer to remove the employee from the jobsite.

8. Any grievance or dispute which may arise out of the application of this Agreement shall be subject to the grievance and arbitration procedures set forth in the CWA.

9. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule or regulation. Should any part of this Agreement be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the Agreement shall be unaffected, and the parties shall enter negotiations to replace the affected provision.

10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he/she shall be reinstated.

11. The Employer agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Employer representatives andthe applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.

12. The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Agreement and/or any program permitted hereunder.

13. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs will be subject to all Employer rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

14. The parties agree to develop and implement a drug abuse prevention and testing program for all apprentices entering the industry.

15. This Memorandum of Understanding shall constitute the only Agreement in effect between the parties concerning drug and alcohol abuse, prevention and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the parties.

APPENDIX A: SPECIMEN REPORTING CRITERIA

Initial Test Analyte	Initial Test Cutoff [1]	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Marijuana metabolites (THCA)[2]	50 ng/ml [3]	THCA	15 ng/ml
Cocaine metabolite (Benzoylecgonine)	150ng/ml[3]	Benzoylecgonine	100 ng/ml
Codeine/ Morphine	2000 ng/ml	Codeine Morphine	2000 ng/ml 2000 ng/ml
Hydrocodone/ Hydromorphone	300 ng/ml	Hydrocodone Hydromorphone	100 ng/ml 100 ng/ml
Alcohol	0.02%	Ethanol	0.02%
Oxycodone/ Oxymorphone	100 ng/ml	Oxycodone Oxymorphone	100 ng/ml 100 ng/ml
6-Acetylmorphine	10 ng/ml	6-Acetylmorphine	10 ng/ml
Phencyclidine	25 ng/ml	Phencyclidine	25 ng/ml
Amphetamine/ Methamphetamine	500 ng/ml	Amphetamine Methamphetamine	250ng/ml 250 ng/ml

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[1] For grouped analytes (i.e., two or more analytes that are in the same drug class and have the same initial test cutoff):

Immunoassay: The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.

Alternate technology: Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

[2] An immunoassay must be calibrated with the target analyte, 9-tetrahydrocannabinoJ-9- carboxylic acid (THCA).

[3] **Alternate technology (THCA and benzoylecgonine):** The confirmatory test cutoff must be used for an alternate technology initial test that is specific for the target analyte (i.e., 15 ng/ml for THCA, 100 ng/ ml for benzoylecgonine).

MDMA[4]/MDA[5]	500 ng/ml	MDMA MDA	250ng/ml 250 ng/ml
Initial Test Analyte	Initial Test Cutoff	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Barbiturates	300 ng/ml	Barbiturates	200 ng/ml
Benzodiazepines	300 ng/ml	Benzodiazepines	300 ng/ml
Methadone	300 ng/ml	Methadone	100 ng/ml
Methaqualone	300 ng/ml	Methaqualone	300 ng/ml
Propoxyphene	300 ng/ml	Propoxyphene	100 ng/ml

[4] Methylenedioxymethamphetamine (MDMA)
[5] Methylenedioxyamphetamine (MDA)

SIDE LETTER OF AGREEMENT

TESTING POLICY FOR DRUG ABUSE

It is hereby agreed between the parties hereto that an Employer who has otherwise properly implemented drug testing, as set forth in the Testing Policy for Drug Abuse, shall have the right to offer an applicant or employee a "quick" drug screening test. This "quick" screen test shall consist either of the "ICUP" urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two "quick" screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the "quick" screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the "quick" screen tests, shall be tested pursuant to the procedures set forth in the Testing Policy for Drug Abuse. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Testing Policy forDrug Abuse as a result of any occurrence related to the "quick" screen test.

ATTACHMENT A – LETTER OF ASSENT

To be signed by all Contractors awarded work covered by the
Community Workforce Agreement prior to commencing work.

[Contractor's Letterhead]
City of Buena Park
6650 Beach Blvd.
Buena Park, CA 90621
Attn: CWA Administrator, Construction Services Division

Re: Community Workforce Agreement – Letter of Assent

Dear Sir:

This is to confirm that [name of company] agrees to be party to and bound by the City of Buena Park Community Workforce Agreement effective January 1, 2022, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely,

[Name of Construction Company]

By: [_____] Name and Title of Authorized Executive

Contractor State License No.:_____

Project Name:_____

[Copies of this letter must be submitted to the City and to the Council]



Attachment H

Letter of Assent

ATTACHMENT H – LETTER OF ASSENT

To be signed by all Contractors awarded work covered by the
Community Workforce Agreement prior to commencing work.

[Contractor's Letterhead]
City of Buena Park
6650 Beach Blvd.
Buena Park, CA 90621
Attn: CWA Administrator, Construction Services Division

Re: Community Workforce Agreement – Letter of Assent

Dear Sir:

This is to confirm that [name of company] agrees to be party to and bound by the City of Buena Park Community Workforce Agreement effective January 1, 2022, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely,

[Name of Construction Company]

By: [_____] Name and Title of Authorized Executive

Contractor State License No.:_____

Project Name:_____

[Copies of this letter must be submitted to the City and to the Council]

CITY OF BUENA PARK
CONTRACT FOR DESIGN-BUILD SERVICES
Peak Park Asphalt Pump Track Project

This Contract for Design-Build Services ("Contract") is dated December __, 2025 ("Effective Date"), and is entered into between the City of Buena Park, a California municipal corporation ("City") and American Ramp Company ("Contractor").

1. DEFINITIONS

"Affiliate" means, with respect to any Person, any other Person (other than an individual) that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person. For this purpose, "control" means the direct or indirect ownership of fifty percent (50%) or more of the outstanding capital stock or other equity interests having ordinary voting power.

"Applicable Law" means, with respect to any Governmental Authority, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, injunction, registration, license, permit, authorization, guideline, governmental approval, act, code, ruling, proclamation, resolution, declaration, requirement or interpretive or advisory opinion or letter of such Governmental Authority, as construed from time to time by any Governmental Authority, in each case, applicable to the Work, the Site, the Project, the Parties or any other matter bearing on interpretation or performance of this Contract, as applicable. Applicable Law includes the latest addition of the City of Buena Park's Special Provisions for Public Works Projects, on file with the City Engineer.

"**Beneficial Use**" means when major new equipment, materials, or Project components included in the Work are properly installed, inspected, operational, and are capable of being used for their intended purpose.

"Change Order" means a written instrument prepared by City and Contractor pursuant to Section 8 stating their agreement upon: (a) a change in the Work or Equipment; (b) the amount of the adjustment in the Contract Price, if any; and (c) an adjustment in the Project Schedule, if any.

"**City Indemnitees**" is defined in Section 11(a).

"**Claim**" has the meaning set forth in Section 7.6.

"Community Workforce Agreement" is defined in Section 2.3(i) and set forth in **Attachment 8.**

"Completion Date" means the date set forth in the Project Schedule by which Contractor is guaranteeing Substantial Completion of the Project will be achieved, except as may be adjusted by a Change Order.

"Consultant" means any Person performing or providing expert or professional advice in connection with the Work.

"Contract" means this Contract.

"**Contract Documents"** means this Contract and all final Drawings, Specifications, Change Orders, Warranties, surveys, plans, models, reports and designs, and addenda thereto (whether or not

attached due to their size), Engineering Documents, and other documents referred to in the Contract, and authorized written modifications issued after execution of this Contract.

"Contract Price" means the amount set forth in Section 2.1(a), which is the total payable by City in consideration for Contractor's purchase or delivery of the Equipment, performance of the Work, and delivery of the completed Project under this Contract, and inclusive of any Compensation that is due under Section 4 of the Agreement, except as may be adjusted by a Change Order.

"Contractor Event of Default" has the meaning set forth in Section 7.1.

"Drawings" mean graphic and pictorial portions of the Contract Documents prepared for the Project and approved changes thereto, wherever located and whenever issued, showing the design, location, and the Work, generally including plans, elevations, sections, details, schedules, and diagrams as drawn by Contractor, or Contractor's Subcontractor or Consultants.

"Equipment" means all materials, supplies, apparatus, machinery, equipment, parts, tools, components, instruments, appliances, spare parts and appurtenances thereto that are required or included in the Work and comprise part of the Project.

"Equipment Documentation" shall mean copies or originals of (i) all operating specifications, warranties and other similar information obtained by Contractor from Equipment vendors or Subcontractors or prepared by Contractor or Subcontractors as part of the Work, (ii) a complete inventory list of all Equipment comprising the Project, and (iii) all documentation and identification information with respect to all Equipment comprising part of the Project, including reference or serial numbers for all photovoltaic panels, inverters and other equipment included in the Work.

"**Equipment Warranties"** shall mean the product warranty from any Supplier for the Equipment incorporated into the Project.

"Engineering Documents" shall mean all documents including Drawings, diagrams, plans, Equipment Documentation, Equipment Warranties, Shop Drawings, addenda, reports calculations, performance models and other models, designs schedules, and other documents prepared or furnished by Contractor pursuant to this Contract in respect of the design, engineering and construction of the Project.

"Environmental Law" means all Applicable Laws related to health, safety, the protection of the environment or regulation or prohibition of the environmental pollution or contamination, including laws relating to land use, emission and pollution, discharges into or pollution of water, and Hazardous Materials.

"**Equipment Deposits**" shall have the meaning set forth in Section 4(a)(ii).

"**Excusable Delay**" means any reasonably unforeseeable act, event, occurrence, condition or cause beyond the control of Contractor, or against which Contractor could not have reasonably anticipated before the Effective Date or mitigated upon discovery, and so long as the act, event, occurrence, condition or cause was not attributable to errors or omissions of Contractor, or Contractor's Subcontractors or Consultants. Subject to the foregoing, Excusable Events may include the following: (i) any wrongful act or wrongful failure to act of, or other unreasonable delay caused by City; (ii) the failure to obtain, or delay in obtaining, any Governmental Approval; (iii) changes in the design, scope or schedule of the Work required by any Governmental Authority, City, and any delays caused thereby; (iv) undisclosed or unforeseen conditions encountered at the Site; (v) changes in Applicable Laws having a material impact on the Project or this Contract, but excluding impacts to Contractor's cost to perform; (vi) Force Majeure Events; (vii) work or requirement by utility affecting the Work; (viii) labor, equipment or material shortages or delays beyond

existing known conditions and/or circumstances present as of the Effective Date of this Contract; (ix) abnormally severe weather conditions, which shall mean weather conditions resulting documented delays or stoppage of Work for more than 21 cumulative days during the Performance Schedule, or causes damage or destruction to the Project prior to Final Completion); (x) City's delay in issuing, or failure to issue the Notice to Proceed.

"Final Completion Date" shall mean the actual date on which the Final Completion of the Project has been achieved, as set forth in the Notice of Completion issued by City.

"Force Majeure Event" shall mean, when used in connection with the performance of a Party's obligations under this Contract, any act or event (to the extent not caused by the fault or negligence of such Party or its agents or employees) which is unforeseeable, or being foreseeable, reasonably unavoidable (including by completing industry standard inspections or taking prudent commercially reasonable protective and preventative measures) and outside the reasonable control of the Party which invokes it, and which renders said Party unable to comply totally or partially with its material obligations under this Contract including natural disasters, acts of God, drought, flood, earthquake, storm, fire, explosion, lightening, epidemic, pandemic, war, riot, civil disturbance, sabotage, terrorism or threat of terrorism, and strikes, lockouts or other labor disturbances or disputes of a national or regional scope. Notwithstanding the foregoing to the contrary, Force Majeure Events shall not include any of the following:

(a) mechanical or equipment failures (except to the extent any failure is itself caused by a Force Majeure Event);

(b) any condition of the Site for which the affected Party is responsible under this Contract;

(c) strikes, walkouts, lockouts or other labor disturbances or disputes specific to the Project or such Party claiming a Force Majeure Event; or

(d) Economic hardship of either Party.

"Governmental Approval" shall mean each and every national, autonomic, regional and local license, approval, authorization, certification, registration, exemption, filing, recording, permit or other approval with or of any Governmental Authority, including each and every construction or operating permit and any agreement, consent or approval from or with any other Person that is required by any Applicable Law or that is otherwise necessary for the performance of the Work and completion of the Project.

"Governmental Authority" shall mean any national, autonomic, regional, provincial, town, city, local or municipal government, authority, body, agency, ministry, court, judicial or administrative body, taxing authority or other governmental organization having jurisdiction over the Work, the Site, the Project, the Parties or any other matter in question (as applicable).

"Hazardous Material" shall mean oil or petroleum and petroleum products, asbestos and any asbestos containing materials, radon, polychlorinated biphenyls ("PCBs"), urea formaldehyde insulation, lead paints and coatings, any chemicals, substances, materials, controlled substances, objects, conditions and waste or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Applicable Law.

"Industry Standards" means those standards of care and diligence generally practiced or accepted by reasonably prudent contractors of the energy services industry in engineering, designing, constructing, installing and operating energy efficiency and/or renewable energy generation projects of substantially similar scope, equipment, and geographic region to the Project and in accordance with good engineering

and design practices, sound construction procedures, Governmental Approvals, the Contract Documents and other generally accepted standards established for such Work. Industry Standards are not intended to be limited to optimum practice, methods, equipment specifications or acts to the exclusion of all others, but rather to be a spectrum of reasonable and prudent practices and methods generally accepted within the energy services industry to accomplish the desired results and must take into consideration the conditions specific to any given facility, including to the extent such conditions would require a person to (a) perform its duties in good faith, (b) perform its duties in compliance with the Contract Documents, (c) use sufficient and properly trained and skilled personnel, and (d) use parts and supplies that meet the specifications set forth in the Contract Documents, in all cases with respect to (a) through (d) herein, taking into account all of the costs, expenses and benefits of operation of the Project.

"**Instruments of Service**" has the meaning set forth in Section 12(h)(iii).

"LD Rate" has the meaning set forth in Section 5.7(e).

"Legal Requirement" means the requirement of any Applicable Law.

"Lien Release Forms" is defined in Section 4.9 and are listed in **Attachment 7**.

"Liquidated Damages" has the meaning set forth in Section 5.7(e).

"**Mobilization Payment**" has the meaning set forth in Section 4(a)(ii).

"**Notice to Proceed"** means a written notice issued by City authorizing and directing Contractor to commence Work on the Project as described herein, the anticipated date of such issuance being set forth in the Project Schedule.

"**Payment Application"** has the meaning set forth in Section 4.4.

"Person" shall mean any individual, corporation, partnership, company, joint venture, association, trust, unincorporated organization or Governmental Authority or other entity recognized by Applicable Law.

"**Progress Payment"** means a payment made by City to Contractor in accordance with the provisions of Section 4.7.

"Progress Payment Milestone(s)" is defined and described in Section 4.7.

"Project" shall mean the engineering, design, procurement, installation, work, and construction of the project that is described in **Attachment 2**, and completion of the Work in accordance with the Contract Documents.

"Project Manual" shall mean the volume assembled for the Work which shall include, without limitation, to the extent within Contractor's possession, Contract Documents, Governmental Approvals, Equipment Documentation, Equipment Warranties, results of start-up, operational or tests, Engineering Documents including as-built drawings, an operations & maintenance manual, and all other documents that are reasonably applicable to the Work, as required, with reasonably specific instructions and in reasonably sufficient scope and detail to permit City to safely operate, monitor and maintain the Project in the ordinary course of business.

"Project Schedule" shall mean the schedule for prosecution of the Work, including all development, engineering, permitting, mobilization, construction, equipment procurement, testing and commissioning of the Project, that is set forth in **Attachment 5** of this Contract.

"Punchlist" or **"Punchlist Work"** shall mean the list of Work uncompleted upon the achievement of Substantial Completion of the Project, but the lack of which or the failure of which to complete (considered individually or in the aggregate) does not or will not, in the reasonable opinion of City, impair the ability of City to safely own and maintain the Project in the ordinary course of business. The Punchlist must be agreed upon by City, which agreement will not be unreasonably withheld.

"Recovery Plan" means a plan prepared by Contractor, and submitted to the City, demonstrating to the City's reasonable satisfaction, the measures that Contractor has taken or will take in order to (i) remedy a delay in completing a portion of the Work by the scheduled dates for such Work as provided in the Project Schedule including achievement of Substantial Completion by the Completion Date.

"Request for Information" means a written request prepared by the Contractor asking the City to provide additional information above and beyond that which is available in the Contract Documents and all reference standards, regarding fulfilling the obligations under the Contract, and the form of which is on file with City.

"RFI Priority Schedule" is defined in Section 8(e).

"Safety Plan" is defined in Section 2.2(a).

"Schedule of Values" has the meaning set forth in Section 4.7(a)(i) and is set forth in **Attachment 3**.

"Shop Drawings" shall mean drawings, diagrams, schedules, and other data, which are prepared by Contractor, or by Contractor's Subcontractors, Consultants, manufacturers, Suppliers, or distributors illustrating any portion of the Work. The Contractor shall obtain and submit with the Shop Drawings all seismic and other calculations and all product data from Equipment manufacturers. Shop Drawings shall: establish the actual detail of all manufactured or fabricated items, indicate proper relation to adjoining work, amplify design details of mechanical and electrical systems and equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions.

"Site" means the location that is owned by City where Contractor is to perform the Work and complete construction of the Project, and is more specifically identified as an undeveloped space comprised of approximately 36,000 square feet within William Peak Park, located at 7225 El Dorado Dr, Buena Park, CA 90620, as such location is depicted in **Attachment 1**.

"Specifications" mean that portion of the Contract Documents consisting of the written requirements for material, equipment, construction systems, instructions, quality assurance standards, workmanship, and performance of related services.

"Subcontract" means any contract, subcontract, purchase order, or other agreement whereby a Subcontractor undertakes either to: (a) perform or provide any portion of the Work; or (b) to provide all or a portion of the Equipment required by any Person performing or providing any portion of the Work.

"Subcontractor" means: (a) any Person, other than Contractor, performing or providing any portion of the Work, whether retained by Contractor, any Affiliate of Contractor, or any Person hired by

Contractor or any of its Affiliates, and including every tier of Subcontractor, Sub-Subcontractors, and so forth; and (b) any Supplier.

"Substantial Completion" means, in the reasonable discretion of City, Beneficial Use of the Project with the exception of the Punchlist.

"**Superintendent**" has the meaning set forth in Section 2.3(b).

"**Supplemental Instruction"** or **"SI"** means a written instrument prepared by City and submitted to Contractor requesting a minor change to the Work that does not impact the Contract Price or Project Schedule that is mutually agreeable to both parties.

"Suppliers" means any Person providing or supplying all or a portion of the Equipment that is included in the Project, or is required by any Person to perform or provide any portion of the Work, whether or not incorporated into the Project, including any materialman, vendor or supplier.

"**City Indemnities**" has the meaning set forth in Section 2.3(m).

"Warranties" means, collectively, the warranties provided by Contractor to the City hereunder, as described in Section 2.17.

"Warranty Period" has the meaning set forth in Section 2.17(d).

"Work" means: (a) complete engineering and design of the Project including as-built drawings; (b) the procurement, installation, construction and erection, commissioning, and all other services, including all labor, materials' storage, services, demolition, Site preparation, equipping, verification, training, manuals and other things and actions in connection therewith, necessary for Contractor to construct and deliver a fully function and completed turnkey Project to the City.

2. SCOPE OF WORK.

2.1 Work.

(a) Subject to and in accordance with the terms and conditions of this Contract, and conditioned on City's issuance of a Notice to Proceed, City hires Contractor to provide and Contractor agrees to provide all Work and Equipment necessary to delivery to City the Project described in this Contract for the total fixed, guaranteed not-to-exceed price of **EIGHT HUNDRED THOUSAND DOLLARS $800,000.00** ("Contract Price").

(b) Contractor agrees that the Work and its obligations under this Contract include, without limitation: (1) furnishing all engineering, system designs, supervision, labor, equipment and materials, tools, utilities, communications, implements, appliances, and transportation, to procure or to assist the City in procuring, as applicable, all Governmental Approvals; (2) erect, install, start-up, test and commission the Project; (3) perform all obligations set forth in this Contract; (4) perform all reasonably necessary and related activities for the successful completion of the Work and the delivery of the Project in compliance with this Contract; (5) perform all Work free and clear from any and all liens and claims (other than liens and claims created by the or through acts or omissions of City) from mechanics, material suppliers, Subcontractors, artisans, machinists, teamsters, freight carriers, and laborers for the Project; and (6) perform all Work in a good and workmanlike manner, all in compliance with the Contract, such that the Project satisfies each of the following: (i) meets or exceeds the Legal Requirements manufacturer's Specifications or by methods otherwise approved by the manufacturer; (ii) meets or exceeds the Warranties for the Project;

(iii) is safe and adequate for the purpose and conditions intended by the Work; (iv) is free from defects in materials and workmanship; and (v) is comprised of Equipment which is new (unless otherwise mutually agreed) and of the specified quality and type when installed, designed and manufactured, and of a grade at least equal to generally accepted national standards for the design, manufacture and quality of such Equipment.

(c) The Work is further described in the final Specifications for the Project. Contractor is solely responsible for and has control over construction means, methods, techniques, sequences, procedures, and coordinating all portions of the Work under the Contract except as specifically instructed otherwise herein. The Work shall not exceed that set forth in this Contract except pursuant to a Change Order.

(d) Performance of Work. Contractor shall provide, perform or procure all Work necessary to complete the Project. To the extent that any portion of the Work is provided with the Contractor's own forces, any reference to Subcontractors or Consultants shall be equally applicable to the Contractor. Work will be performed in such a manner so as not to harm the structural integrity of existing systems, and to the extent reasonably feasible, avoiding interrupting the day-to-day operations of City. Contractor shall repair and restore to its original condition damage to City buildings or property caused by Contractor's performance under this Contract. City reserves the right to review the Work performed by Contractor and to direct certain corrective action if, in the opinion of City, the structural integrity of buildings or operating systems is or will be harmed. All costs associated with such corrective action to damage caused by Contractor's performance of the Work shall be borne by Contractor. Contractor is responsible for all Work performed, whether self-performed by Contractor, completed by Subcontractors, or others on its behalf.

2.3 Contractor Personnel and Labor

(a) Competency. Contractor agrees to use, and agrees that it shall require each Subcontractor to use, only personnel who are qualified and properly trained and who possess every license, permit, registration, certificate or other approval required by Applicable Law or any Governmental Authority to perform the Work. Contractor and each Subcontractor shall: (i) furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Work; (ii) organize the procurement of all materials and equipment so that the materials and equipment will be available at the time they are needed for the Work; and (iii) keep an adequate force of skilled workers on the job to complete the Work in accordance with all requirements of the Contract Documents. City shall have the right, but not the obligation, to require the removal from the Project of any Superintendent, staff member, agent, or employee of any Contractor, Subcontractor, material or equipment supplier, etc., for cause.

(b) Superintendent. Contractor shall provide a competent superintendent and assistants as necessary given the nature and scope of the Work, all of whom shall be in attendance at the Project Site(s) during performance of the Work (the "Superintendent"). The Superintendent shall represent the Contractor, and communications given to the Superintendent shall be as binding as if given to the Contractor.

(c) Prevailing Wages. Contractor acknowledges the Project is a "public work" as defined in California Labor Code Section 1720 *et seq*., and that the Project is subject to: (i) Section 1720, including without limitation Labor Code Section 1771, and (i) the rules and regulations established by the Director of Industrial Relations implementing such statutes. Contractor shall perform all Work on the Project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in (i) and (ii) as though set forth in full herein. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file at City of Buena Park City Hall (Department of Public Works) and will be made available to any interested party on request. By initiating any Work on the Project Contractor acknowledges receipt

of a copy of the Department of Industrial Relations determination of such prevailing rate of per diem wages, and the Contractor shall post such rates at each Site. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty paid to the City, forfeit five hundred dollars ($500.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Department of Industrial Relations for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by the Contractor or by any Subcontractor

(f) Compliance Monitoring and Posting Job Site. The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices, as prescribed by Applicable Law.

(g) Employment List. Contract shall Contractor and each Subcontractor shall keep or cause to be kept an accurate record for Work on this Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the City, its officers and agents and to the representatives of the Department of Industrial Relations.

(i) Community Workforce Agreement. Contractor acknowledges the Project is subject to and governed by that certain Community Workforce Agreement between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Local Unions that is set forth in **Attachment 8** to this Contract ("**Community Workforce Agreement**"). Contractor and each Subcontractor must submit a Letter of Assent in the form attached to the Community Workforce Agreement agreeing to be bound to the terms and conditions thereof in completing the Work.

(j) Apprentices. Contractor shall comply with and be bound by the provisions of Article 12.2 of the Community Workforce Agreement, California Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq*. concerning the employment of apprentices on public works projects for all apprenticeable occupations used in completing the Work. Contractor shall ensure that all apprentices performing Work under the direct supervision of a journey worker from the trade in which the apprentice is indentured. Before commencing Work, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding Work, Contractor and each of its Subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed.

(j) Debarment or Suspension. Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. Contractor and any Subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. If Contractor or any Subcontractor becomes debarred or suspended during the duration of the Work, Contractor shall immediately notify City.

(k) Registration with the DIR. Pursuant to California Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of Contractor's or Subcontractor's current registration with the Department of Industrial Relations to perform the public work. Notwithstanding the foregoing, the

contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1

(l) Payroll Records. Contractor shall comply with and be bound by the provisions of California Labor Code Section 1776, which requires Contractor and each Subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) submit certified payroll to City; (3) certify and make such payroll records available for inspection as provided by Section 1776, and (4) inform City of the location of the records. Contractor shall have ten (10) days in which to comply subsequent to receipt of a written notice requesting these records or as a penalty to City, Contractor shall forfeit one hundred dollars ($100) for each 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. Section 5.2 of the Community Workforce Agreement also requires Contractor and all Subcontractors to pay fringe benefit contributions to the appropriate union trust fund on a monthly basis.

(m) Hours of Labor**.** Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty paid to City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Project by Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

(n) Prevailing Wage Indemnity**.** To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of any failure to comply with the requirements of this Section by any person (including Contractor, its Subcontractors, and each of their officials, officers, employees and agents) in connection with any Work undertaken or in connection with the Contract, including without limitation the payment of attorneys' fees, and other related costs and expenses. All duties of Contractor under Section 2.3 of this Contract shall survive its expiration or termination.

(o) Subcontractors. For every Subcontractor performing Work, Contractor shall be responsible for such Subcontractor's compliance with California Labor Code Sections 1720, 1860, and 3700, and Contractor shall include in the written contract between it and each Subcontractor a copy of the provisions of this Section 2.3 and a requirement that each Subcontractor shall comply with these provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the Subcontractor and upon becoming aware of the failure of the Subcontractor to pay its workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

2.4 Contractor Responsibility. Contractor shall be responsible for acts and omissions of Contractor's employees, Subcontractors, material and Equipment suppliers, and their agents, employees, invitees, and other persons performing portions of the Work under contract with Contractor or any of its Subcontractors.

Contractor shall not be relieved of obligations to perform the Work in accordance with this Contract by tests, inspections, or approvals required or performed by persons other than Contractor. Contractor shall be responsible for inspection of Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent work.

2.5 Subcontractors and Other Contracts for Portions of the Work

(a) Contractor is prohibited from subcontracting this Contract or any part of it except to the Subcontractors set forth in the List of Subcontractors in Attachment 4, unless such subcontracting is first approved by the City in the manner required by law. An agreement made in violation of this section shall confer no rights on any party and shall be null and void.

(b) When required by this Contract or requested by City, the Contractor shall provide documentation that a proposed Subcontractor has been qualified and is experienced and able to perform that portion of the Work. The Contractor shall require all Subcontractors to comply with the provisions of this Contract. If requested, Contractor shall provide to City copies of all Contractors' agreements with its Subcontractors. City's review or acceptance of subcontracts shall in no way relieve the Contractor of any of its responsibilities and obligations under this Contract.

(c) Contractor shall, in the course of the work, engage only Subcontractors and employees who possess, and will maintain in good standing during the performance of the Work, valid and applicable licenses where the State of California or this Contract requires that the work to be performed by that Subcontractor or employee must be performed by a licensed person or entity.

(d) Contractor expressly acknowledges that its Subcontractors are not third-party beneficiaries of this Contract

2.6 Supply and Procurement of Equipment

(a) Contractor, at its expense, shall purchase all Equipment, and transport and deliver all Equipment and shall inspect, unload, store, construct and install all Equipment required to complete the Project. Contractor shall maintain all Equipment Warranties, obtain required extended warranties when available, and, upon the expiration of the Warranty Period, cause any such remaining Equipment Warranties to be assigned and passed- through to City. Contractor shall at all times perform the Work in a manner consistent with all such Equipment Warranties and will not perform any actions that may violate such warranties.

(b) Contractor agrees that all materials and Equipment to be supplied or used by Contractor or any Subcontractor in the performance of its obligations under this Contract shall be new, unless otherwise specified or mutually agreed (if being incorporated into the Project) or in good operating condition (if not being incorporated into the Project). Such materials and Equipment shall at all times be maintained, inspected and operated by Contractor pursuant to Industry Standards and as required by Applicable Law until Beneficial Use. Contractor further agrees that all licenses, permits, registrations and certificates or other approvals required by Applicable Law or any Governmental Authority will be procured and maintained for such materials and Equipment at all times during the use of the same by Contractor or any Subcontractor in the performance of any of Contractor's or such Subcontractor's obligations under this Contract.

2.7 Utilities. Contractor shall supply temporary power (this shall not apply to any power required by City as a result of any temporary shutdown by Contractor required in connection with the performance of the Work), telecommunications, water, waste disposal, and other utilities and services to temporary construction trailers required for performance of the Work.

2.8 Reserved.

2.9 Reserved.

2.10 Testing and Inspection. Contractor shall at its own expense conduct start -up and operational tests, and such other tests described in the Work or Specifications, and shall be responsible for all testing and inspection fees for and coordination with any Governmental Authority for the approval of the Project. Contractor will notify City no less than five (5) days prior to the commencement of testing and City will have the right to observe all such tests. Tests, inspections, and approvals of portions of the Work required by the Contract Documents will comply with all Legal Requirements. The following shall apply to the testing and inspection of the Project:

(a) Rejection of Work. City's selected representative may, acting reasonably, recommend to the City that the City reject Work which does not conform to the Contract Documents.

(b) Testing Off-Site. If applicable, any material shipped by Contractor from the source of supply shall not be incorporated in the Project until having satisfactorily passed testing and inspection requirements pursuant to applicable Equipment Specifications, Applicable Law or the requirements of any Governmental Authority.

(c) Responsibility for Errors and Omissions. In the event that any portion of the Work performed by Contractor is determined to not comply with the Contract Documents, if after providing ten (10) days written notice to Contractor to cure or to commence and diligently pursue to cure completion of the requirements under the Contract Documents, City through no fault of its own, is required to provide or secure additional professional services (other than those professional services already within City's scope) Contractor shall be invoiced by City for any reasonable actual costs incurred for any such additional services, which costs may, among other remedies, be withheld from the progress payments and/or retention until corrected; or deducted from the Contract Price if City incurs actual costs of correction.

(d) Additional Testing or Inspection, and Costs Related Thereto

(i) If City or Governmental Authority determines that any portion of the Work requires additional testing, inspection, or approval, Contractor will, upon City's written authorization, arrange for such additional testing, inspection, or approval. City shall bear such costs except as set forth in paragraph (ii), below.

(ii) If the testing or inspection of Work on the Project reveals that Work does not comply with Contract Documents or Legal Requirements, Contractor shall bear all costs arising from such failure, including those of re-testing, re-inspection, approval, or re-approval, including, but not limited to, compensation for services and expenses of the testing laboratory and any other professionals or entities retained by City. Any such costs shall be paid for by City, and City shall then invoice to Contractor and Contractor shall make payment thereof within 30 days after Contractor receives the invoice; if Contractor fails to do so, City shall have the right to withhold the amount from any payment due or to be due to Contractor under this Contract.

(e) Costs for Premature Test. If Contractor requests any test or inspection for any portion of the Project and that portion is not ready for the inspection, City shall have the right to invoice Contractor for all costs and expenses relating to the testing or inspection, including, but not limited to, compensation for services and expenses of the testing laboratory, and any other professionals or entities retained by City. Any such costs shall be paid for by City, and City shall then invoice to Contractor and Contractor shall

make payment thereof within thirty (30) days after Contractor receives the invoice; if Contractor fails to do so, City shall have the right to withhold the amount from any payment due or to be due to Contractor under this Contract.

(f) Covered Work. If a portion of the Work is covered or enclosed contrary to the request of any Governmental Authority, City's request, or requirements specifically expressed in the Contract Documents, it must, if required by the Governmental Authority or City, be uncovered for the Governmental Authority's or City's observation and be replaced at Contractor's expense without change in the Contract Price or Project Schedule.

(g) Tests and Inspections Not to Delay Work. Tests and inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work on the Project. Contractor shall provide City a minimum of five (5) working days' notice prior to commencement of tests and inspections.

(h) Independent Testing Laboratory. City will select and pay for an independent testing laboratory to conduct tests and inspections and, except as included in the scope of work or specifically provided otherwise in the Contract Documents, City shall pay for all associated costs. Selection of the materials required to be tested shall be made by the laboratory or City and not by Contractor.

2.11 Local and General Conditions

(a) Contractor has conducted a visual examination of the Site and acknowledges and agrees that it has satisfied itself as to the general and local conditions and circumstances affecting the Work that could be reasonably ascertained from a visual inspection to ensure that the Project can be built according to all Applicable Laws and Industry Standards in place as of the Effective Date of this Contract. Contractor acknowledges and agrees that all such matters have been accounted for in the Contract Price.

(b) When required by the Work or otherwise required to satisfy this Section 2.11, Contractor will furnish, at its expense, the services of geotechnical engineers or Consultants. Such services with reports and appropriate professional recommendations shall include, if applicable, test boring, test pits, soil bearing values, percolation tests, air and water pollution tests, and ground corrosion and resistivity tests, including necessary operations for determining subsoil, air, and water conditions. At City's request, Contractor shall make available to City the results of any Site investigation, test borings, analyses, studies or other tests conducted by or in the possession of the Contractor or any of its agents. Nothing herein contained shall be deemed a waiver by Contractor to pursue any available legal right or remedy it may have at any time against any third party who may have prepared any report and/or test relied upon by Contractor.

(d) Unless specifically stated in writing by City, Contractor may not rely upon the accuracy of any utility services or site survey information related to private utilities that the City may provide.

(e) Certain pre-existing conditions may be present within the Site that: (i) are non-compliant with applicable codes, (ii) may become non-compliant with applicable codes upon completion of Contractor's Work, (iii) may cause Contractor's completed Work to be noncompliant with applicable codes, (iv) may prevent City from realizing the full benefits of Contractor's Work, (v) may present a safety or equipment hazard, or (vi) are otherwise outside the scope of Contractor's Work. Regardless of whether or not such conditions may have been readily identifiable prior to the commencement of Work, Contractor will not be responsible for repairing such pre-existing conditions unless such responsibility is expressly provided for in the Work or an approved Change Order. Contractor, in its sole discretion, may determine whether it will bring said pre-existing conditions into compliance by agreeing to execute a Change Order with City for additional compensation and, if appropriate, an extension of time.

2.12 Safety Precautions and Programs

(a) Contractor shall have responsibility for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of this Contract. Subcontractors shall have the responsibility for participating in, and enforcing, the safety and loss prevention programs established by the Contractor for the Project including a Contractor Safety Plan ("**Safety Plan**"), which shall cover all Work performed by Contractor and its Subcontractors. Subcontractors shall promptly report in writing and by phone to Contractor all accidents whatsoever arising out of, or in connection with, the performance of the Work, whether on or off the site of Work, which caused death, personal injury, or property damage, giving full details and statements of witnesses. Contractor will provide and maintain first-aid supplies for minor injuries.

(b) Prior to beginning the Work, Contractor shall provide City with a copy of the Safety Plan, as well as, if requested, an evaluation and appropriate documentation of the safety record of any first-tier Subcontractor that will be performing Work on the Project. The Safety Plan shall include the location of emergency utility shutoffs (both manual and electronic shutoffs, if applicable). Contractor shall review the emergency shut off and evacuation plan with City prior to start of construction.

(c) Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to: (A) employees on the Work and other persons who may be affected thereby; (B) the Work, material, and Equipment to be incorporated therein, whether in storage on or off the site of the Work, under the care, custody, or control of Contractor or Contractor's Subcontractors; and (C) other property at any Site or adjacent thereto such as trees, shrubs, lawns, walks, pavement, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction. Contractor shall give notices and comply with Legal Requirements, ordinances, rules, regulations, and lawful orders of Governmental Authorities bearing on the safety of persons or property or their protection from damage, injury, or loss.

(d) Contractor shall erect and maintain, as required by existing conditions and performance of the contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying City and users of adjacent sites and utilities as identified by City in the preconstruction meeting.

(e) Contractor shall have mandatory pre-job safety briefing for all employees and Subcontractor employees on their first day of on-site construction for their company. Hard hat stickers shall be issued as a proof of briefing attendance.

(f) Safety meetings will be held once a week during construction with all Contractor employees and Subcontractors employees attending. Printed names will be taken of those attending the meeting. No individual will start work on the Site without having attended a safety briefing on the dangers and protocols of the Site. Records of this training will be kept and provided to City upon request. No individual will operate a piece of equipment on which they have not had certification training. Certification shall be made readily available at the Project Site.

(g) When use or storage of explosives, other hazardous materials or equipment, or unusual methods are necessary for execution of the work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. Contractor shall notify City any time that explosives or hazardous materials are expected to be stored on Site. Location of storage shall be coordinated with the City and local fire authorities.

(h) Pursuant to California Labor Code section 6705, to the extent any portion of the Work involves the excavation of any trench or trenches five (5) feet or more in depth, Contractor shall, in advance of excavation, submit to City or a registered civil or structural engineer employed by City a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the Safety Plan, the plan shall be prepared by a registered civil or structural engineer, but in no case shall such plan be less effective than that required by the Safety Plan or Applicable Law. Pursuant to California Labor Code section 6705, nothing in this Article shall impose tort liability upon City or any of its employees.

2.13 Protection of Work and Property. During such times as Contractor or Subcontractors are performing any portion of the Work, they shall protect and secure such Work, materials and Equipment, City's property, and the Site where the Work is being performed from damage or loss arising in connection with operations under the Contract Documents. Contractor and Subcontractors shall repair damage or loss to Equipment or City's property caused by them. Contractor will provide reasonable protection to prevent damage, injury, or loss to employees of Contractor and Subcontractors performing Work under this Contract. Contractor will not be responsible for City's employees' safety unless Contractor's negligence in the performance of its Work is the proximate cause of the City employee's injury. The following shall apply to the protection of Work and property:

(a) Contractor shall at all times comply with the requirements of Applicable Laws and the Safety Plan with respect to the use, occupancy and condition of the Site, including the location and maintenance of storage and laydown areas used by Contractor.

(b) Contractor will be responsible for all storage and receiving of all Equipment or other freight at the Site(s) or other approved location(s) in a secure manner. Contractor shall obtain City approval, for each Site, the location and size of any requested "lay down", storage, and/or work area. Such approval not to be unreasonably withheld or delayed.

(c) If Equipment or other materials are requested to be stored on-site, prior to construction activities at the Site, Contractor shall obtain City approval, for each Site, the location and size of any requested storage area. Such approval not to be unreasonably withheld or delayed.

(d) Contractor shall be solely responsible to timely notify all public and private utilities serving the affected Site before commencing Work on the Site. Contractor shall notify and receive clearance from any cooperative agency, such as Underground Service Alert, in accordance with California Government Code section 4216, *et seq*. Contractor shall promptly provide a copy of all such notifications to City or its designated representative, upon request.

(e) Contractor and Subcontractors shall use only those ingress and egress routes designated by City, observe the boundaries of the Site designated by City, park only in those areas designated by City, which areas may be on or off the Site, and comply with any parking control program established by City such as furnishing license plate information and placing identifying stickers on vehicles.

(f) Contractor shall keep the Site and surrounding area free from accumulation of waste material or rubbish caused by operations under this Contract. The Site shall be maintained in a safe, reasonably neat (as may be expected during active construction or work), and orderly condition. If Contractor fails to reasonably clean up as provided in the Contract Documents, upon providing prior written notice to Contractor and if Contractor fails to respond within five (5) days, City may do so and the actual, direct and reasonable cost thereof shall be invoiced to Contractor and withheld from Progress Payments and/or retention. Upon completion of the Project, Contractor and Subcontractor shall dismantle temporary

structures, if any, and remove from the Site all construction and installation equipment, fences, scaffolding, surplus materials, rubbish, and supplies belonging to Contractor or Subcontractor.

2.14 Emergencies. In an emergency affecting the safety of persons or property, Contractor shall take any action necessary, at Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in and requested in accordance with the relevant provisions of this Contract. Contractor shall promptly report in writing to City all accidents arising out of or in connection with the Work, which caused death, personal injury, or property damage, giving full details, and statements of any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to City.

2.15 Hazardous Materials. In the event the Contractor encounters or suspects the presence on or in any Site of Hazardous Materials, which have not been rendered harmless, Contractor shall immediately stop Work in the area affected and report the condition to City in writing, whether or not such material was generated by Contractor or City.

(a) Contractor will comply with all Applicable Laws with respect to the identification, and if applicable as part of the Work, removal and proper disposal of any Hazardous Materials known or discovered at or around the Site, and in connection therewith will execute all generator manifests with respect thereto. Contractor and Subcontractors will comply with all Applicable Laws in connection with the use, handling, and disposal of any Hazardous Substances in the performance of its Work.

(b) To the extent City is aware of the presence of any Hazardous Materials at any Site, City shall be responsible for informing Contractor in writing of the location of such Hazardous Materials and shall bear responsibility for reasonable damages for personal injury or property damage caused by its failure to disclose the presence of such Hazardous Materials to Contractor. Notwithstanding the foregoing, City shall have no affirmative duty or obligation to investigate for Hazardous Materials on the Site.

(c) Any Hazardous Material disposal responsibility of Contractor is explicitly stated in this Contract or Contract Documents, and otherwise the cost thereof shall be borne by City.

(d) City will indemnify, defend, and hold Contractor harmless from and against any and all actions, claims, demands, damages, disabilities, fines, penalties, losses, costs, expenses (including consultants' and attorneys' fees and other defense expenses) and liabilities of any nature that in any way result from, or arise under, such City owned or generated Hazardous Materials, except for liabilities to the extent arising from: (1) the negligence or willful misconduct of Contractor, or its Subcontractors, agents or representatives, in the handling, disturbance or release of preexisting Hazardous Materials; (2) Hazardous Materials transported onto the Site by Contractor, or its Subcontractors, agents or representatives; or (3) as otherwise set forth in this Contract. This indemnification will survive any termination of this Contract.

2.16 Project Manuals and Drawings

(a) Submittal. Contractor shall obtain and shall submit to City all required Engineering Documents as required in the Contract Documents with such promptness as to cause no delay in the Work. City shall have the right, but not the obligation, to review all Engineering Documents and may direct Contractor to make such changes to the design and engineering of the Project as City reasonably believes are necessary and as are requested within a reasonable time after the Engineering Documents are submitted, so long as any such changes are within the scope of Work (or, if not, a Change Order has been executed with respect to such changes); provided however, that no such review or requested change shall impose any

liability on City (other than to make payment in accordance with any applicable Change Order) or relieve Contractor of any of its responsibility for the design, engineering and performance of the Project as provided in this Contract. Any submission, which in City's opinion is incomplete, contains numerous errors, or has been checked only superficially by Contractor, will be returned unviewed by City for resubmission by Contractor. Contractor shall not commence any portion of the Work requiring an Engineering Document or sample submission until City has approved the submission.

(b) Sample. Where samples or mockups are requested by City, and Work is approved based on the samples or mockups, all Work shall be in accordance with the approved samples and mockups.

(c) Extent of Review. In reviewing Engineering Documents, City will not verify dimensions and field conditions. City will review and approve Engineering Documents, product data, and samples for aesthetics and for conformance with the design concept of the Work and the information given in the Contract Documents. City's review shall not relieve the Contractor from responsibility for any deviations from the requirements of the Contract Documents unless City has given specific written approval. Contractor and Subcontractors shall be solely responsible for determining any quantities, whether or not shown on the Engineering Documents. Contractor shall submit structural/civil plans and supporting calculations for solar panels system and other applicable improvements for City's review and approval.

(d) Substitution. Unless the Contract Documents state that no substitution is permitted, whenever in the Contract Documents any specific brand or trade name is specified such specification shall be deemed to be followed by the words "or equal." City may consider an untimely substitution request if the product specified is no longer commercially available or in City's best interest.

(e) Project Manual. A Project Manual shall be assembled by Contractor and provided to City as a requirement for achieving Final Completion.

(f) Documents and Samples at the Site. Contractor shall maintain at the Project for the City one record copy of the Drawings, Specifications, Change Orders, and other modifications, in good order and marked currently to record changes and selections made during construction. In addition, Contractor shall maintain at the Site approved Shop Drawings, Engineering Documents, samples, and similar required submittals.

2.17 Warranties

(a) Contractor Warranties. Contractor warrants that, throughout and until the end of the Warranty Period:

(i) The Project will be developed, designed, engineered, and constructed to satisfy all applicable Legal Requirements, the requirements of the Contract Documents, and all descriptions set forth herein, applicable construction codes and standards and all other requirements of this Contract, and to produce a fully functional Project that is capable of operating free of major defects, assuming customary operation and maintenance.

(ii) All Equipment installed as part of the Project shall conform in all respects to the requirements of the Contract Documents, Legal Requirements, the requirements of the City, and all other requirements of this Contract and shall be new and undamaged at the time it is put into service, and will be installed in accordance with the Equipment Documentation (including all requirements necessary to preserve and maintain in effect any and all Equipment Warranties) and all Equipment Warranties are in effect.

(iii) The Work, including all workmanship and materials incorporated therein will be free from defects in design, engineering, materials, construction, and workmanship, and shall conform in all respects with all Legal Requirements, City, and the Contract Documents.

(b) Subcontractor and Supplier Warranties. Contractor shall, for the protection of City, use commercially reasonable efforts to obtain from all Suppliers and Subcontractors from which Contractor procures equipment or materials or services, warranties and guarantees with respect to such equipment, materials or services, which shall be made available to City to the full extent of the terms thereof. At all times during performance of Work under the Contract Documents, Contractor shall perform the Work in a manner consistent with all such warranties and shall not perform any actions that may violate or void such warranties. Contractor shall assign all remaining Equipment Warranties to City upon expiration of the Warranty Period. Contractor shall deliver to City promptly following execution or receipt of the applicable agreement copies of all warranties and guarantees received from any Subcontractor or Suppliers, together with copies of such agreements (redacting confidential information as required thereunder).

(c) Independent Warranties. Contractor's Warranties under this Section are separate and independent of one another. Contractor's failure to meet any of the foregoing warranties shall be deemed a breach of the Warranties.

(d) Warranty Period. Contractor shall remedy any breach of the Warranties set forth in this Section occurring during the period commencing on the date of Beneficial Use of the Project and ending on the date that is that later of one (1) year after the Beneficial Use of the entire Project, or the date upon which any applicable manufacturer's warranty for any item of Equipment put into Beneficial Use expires (the "Warranty Period").

(e) Remedies.

(i) If any Warranty set forth in this section is breached or a defect or deficiency is discovered during the Warranty Period, Contractor shall, upon written notice from City of a Warranty claim prior to the expiration of the Warranty Period, at Contractor's sole option, re-perform, repair, replace and/or correct the applicable Work and resulting damage to the Project caused by such defective Work on a reasonably expedited basis while making reasonable attempts to minimize any impact of the failure on the availability and functionality of the Project. Contractor shall have reasonable access to the Site as necessary to perform its Warranty obligations hereunder. All costs of or incidental to Contractor's performance of its Warranty obligations shall be borne by Contractor, including, where required, revising or re-engineering any deficient systems, the removal, replacement and reinstallation of all equipment necessary to gain access to defective Work, the repair of any and all damage to any part of the Project or the Site, and the cost of conducting all tests to confirm that all necessary corrective action has occurred. If the Project Warranties failure has the effect of voiding any Equipment Warranty, then Contractor will at its own expense correct the condition as required in order to ensure that the Equipment Warranty is reinstated by the manufacturer on such item, or that a replacement item with full Equipment Warranty is provided and installed.

(ii) Should Contractor fail to begin to perform such necessary repairs, replacement, or correction within ten (10) days' notice of a Warranty claim or such shorter period as necessary in the event of an emergency (but not less than twenty-four (24) hours) and thereafter diligently pursue such correction, City shall have the right to perform such repair, replacement or correction, and Contractor shall be liable for all reasonable, direct costs, charges and expenses incurred by City in connection with such repair or replacement and shall forthwith pay to City an amount equal to such costs, charges and expenses upon receipt of invoices certified by City. City's action in correcting defects in accordance with this Section shall not void Contractor's Warranty obligations hereunder, except in the case of City's or its agent's (other than Contractor or any Subcontractor) negligence or willful misconduct.

(f) Warranty Exclusions. Notwithstanding any provision herein to the contrary, the Warranty obligations of Contractor do not extend to (i) Work that is damaged by the negligence or willful misconduct of City, (ii) the failure of City to maintain and operate the Equipment materially in accordance with all manufacturer's recommendations and any instructions, practices and procedures of which City has been advised in writing by Contractor (except if such failure is caused by Contractor or any Subcontractor), (iii) normal wear and tear, (iv) Force Majeure Events, (v) any alteration, repair or replacement made by a Person other than Contractor or any Subcontractor without the prior written approval of Contractor (excluding alterations, repairs or replacements made pursuant to this Contract), r; and (vi) corrosion, erosion, deterioration and abuse.

(g) Waivers. EXCEPT FOR THE WARRANTIES PROVIDED IN THIS SECTION, CONTRACTOR MAKES NO WARRANTIES IN CONNECTION WITH THE WORK PROVIDED UNDER THIS CONTRACT, WHETHER EXPRESS OR IMPLIED IN LAW, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES AGAINST INTELLECTUAL PROPERTY INFRINGEMENT. CITY WILL HAVE NO REMEDIES AGAINST EITHER CONTRACTOR OR ANY CONTRACTOR'S SUBCONTRACTORS OR SUPPLIERS FOR ANY DEFECTIVE MATERIALS OR EQUIPMENT INSTALLED, EXCEPT FOR THE REPAIR OR REPLACEMENT OF SUCH MATERIALS OR EQUIPMENT IN ACCORDANCE WITH THE WARRANTY INDICATED ABOVE. SPECIFICALLY, NEITHER CONTRACTOR, NOR CONTRACTOR'S SUBCONTRACTORS OR SUPPLIERS, WILL BE LIABLE TO CITY FOR LOSS OF PROFITS OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY.

2.18 City's Right to Stop the Work. If, after being provided written notice as required under the Contract Documents, Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out Work in accordance with the Contract Documents or fails to follow safety requirements, the City, by written order signed personally or by an agent specifically so empowered by the City in writing, may order the Contractor to stop the Work or any portion thereof, until the cause for such order has been eliminated.

2.19 City's Right to Carry Out The Work. If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails (within a sixty (60) day period after receipt of written notice or an alternative reasonable time period expressly stated in the written notice from the City) to commence and continue correction of such default or neglect with diligence and promptness, City may correct such deficiencies by whatever reasonable method City may deem expedient without prejudice to other remedies City may have, and may withhold the cost of such correction from any sums due Contractor under this Contract.

2.20 City's Obligations.

(a) Registration, Permits and Approvals.

(i) Prior to issuing the Notice to Proceed to Contractor, City must register the Project with the Department of Industrial Relations, using Form PWC-100.

(ii) City will cooperate fully with and assist Contractor in obtaining all Governmental Approvals required under this Contract. Contractor is responsible for obtaining and paying for (but including the cost therefor in the Contract Price) any and all permits required by any Governmental Authority in connection with the Project; except those permits, inspections, certifications, permits or

approvals that may be required for ongoing operation of the Project after the Completion Date shall be the responsibility of City except as set forth in the Maintenance and Verification Agreement.

(b) Coordination. The Parties will work together in good faith to coordinate the activities of Contractor and Contractor's Subcontractors and Suppliers with those of City to allow Contractor to timely complete the Work.

(c) Access. City hereby grants to Contractor, without cost to Contractor, all rights of ingress and egress at the Site, necessary for Contractor to timely perform the Work contemplated by this Contract, including without limitation and at no extra cost to Contractor, access to perform Work on Saturdays, Sundays, legal holidays, and non-regular working hours when reasonably required to minimize interruptions to City's normal activities at the Site. Contractor shall provide City access to the Work in preparation and progress wherever located.

(d) Consents; Cooperation. Whenever a Party's consent, approval, satisfaction, or determination will be required or permitted under this Contract, and this Contract does not expressly state that the Party may act in its sole discretion, such consent, approval, satisfaction, or determination will not be unreasonably withheld, qualified, conditioned, or delayed, whether or not such a "reasonableness" standard is expressly stated in this Contract. Whenever a Party's cooperation is required for the other Party to carry out its obligations hereunder, each Party agrees that it will act in good faith and reasonably in so cooperating with the other Party or its designated representatives or assignees or subcontractors. Each Party will furnish decisions, information, and approvals required by this Contract in a timely manner so as not to delay the other Party's performance under this Contract.

(e) General Obligations of City.

(i) City will coordinate with Contractor to provide a temporary staging area for Contractor, or its subcontractors, to use during the construction phase to store and assemble equipment for completion of the Work, if needed. City will provide sufficient space at the Site for the performance of the Work and the storage, installation, and operation of any equipment and materials. City will not unreasonably restrict Contractor's access to Site to make emergency repairs or corrections as Contractor may determine are needed.

(ii) City will maintain the portion of each Site that is not directly affected by Contractor's Work. City will keep the designated Site and staging area for the Project free of obstructions, waste, and materials within the reasonable control of City.

(iii) City will obtain any required environmental clearance from, and any inspections, including special inspections, or permits required by, any federal, state, and local jurisdictions, including but not limited to any clearances required under CEQA, prior to scheduled construction start date.

(iv) Subsurface conditions and obstacles (buried pipe, utilities, etc.) that were not reasonably ascertainable by Contractor or are not otherwise previously and accurately documented by City and such documentation made available to and reasonably relied upon by Contractor are the responsibility of City.

(v) City will remove any Hazardous Materials either known to City prior to the commencement of the Work or encountered by Contractor during the construction of the Project, if necessary, in order for the Work to progress safely, unless otherwise specifically stated in the Work. Contractor will respond to the discovery of Hazardous Materials at or around the Site during the course of Contractor's construction.

(vi) City will coordinate the Work to be performed by Contractor with its own operations and with any other construction project that is ongoing at or around the Site.

(f) Appropriation. City warrants and represents that City has obtained complete funding to compensate Contractor for the Work before issuing a Notice to Proceed to commence Work.

3. TERM AND TERMINATION. The term of this Contract shall commence upon the date of the City's issuance to Contractor of a Notice to Proceed with the Work, and shall expire upon Contractor's completion of the Work and delivery of the completed Project to the reasonable satisfaction of City, which shall be signified by City's issuance of a Notice of Completion in the form prescribed by law. All of covenants, representations and warranties set forth in the Contract Documents, including indemnification obligations, that are intended to bind the Parties after the completion of the Project or termination of the Contract Documents, will survive such completion or termination for the periods provided for in the Contract Documents or otherwise allowed by law. City or Contractor may terminate the Contract only as provided in the Contract Documents.

4. PRICE AND PAYMENT.

4.1 Contract Price. This Agreement is a Guaranteed Maximum Price Contract (or GMP as Not-To-Exceed Price, NTE, or NTX), and Contractor shall be responsible for any and all cost overruns unless the GMP established by this Agreement is increased via a formal change order; and only as a result of additional scope from the City, as opposed to price overruns, delays, errors, or omissions.

(a) Compensation. The GMP of this Agreement, and the maximum total compensation that shall be due and payable by the City to Contractor for complete performance of the Work and completion of the Project, shall not exceed EIGHT HUNDRED THOUSAND DOLLARS ($800,000.00) ("Compensation").

(b) Accuracy of GMAX Bid. Contractor represents that the Compensation represents Contractor's estimated costs to complete the Project and reflects the best professional estimate of actual costs anticipated. The Compensation is the maximum price that the City and the Contractor agree upon as payment for providing all the Work and completing the Project in accordance with the Contract Documents, and is the complete and total sum that shall be payable by City for any and all costs, direct or indirect, of Contractor for provision of the Work and construction of the Project, including but not limited to general and supplementary conditions, performance and payment bonds, design and engineering, cost of Equipment or materials, Contractor fee for construction, and Contractor overhead and profit, and any other items of costs, accounting, or expense relating to or arising therefrom. In the event that Direct Cost is more than Contractor's Compensation, Contractor shall be responsible for any and all cost overruns unless the Compensation established by this Agreement is increased via a formal change order; and only if such overruns result of additional scope from the City, as opposed to price overruns, delays, errors, or omissions. In either event the dollar amount paid by the City for the Contractor Fee shall remain unchanged. Should Contractor believe that it is entitled to additional compensation or time, it must request such compensation pursuant to the provisions governing Change Orders (Section 8) and/or provisions governing Claims (Section 7.6).

4.2 Retention. City shall retain an amount equal to 5% of each Progress Payment made for the Project.

4.3 Payment Schedule. The Progress Payment Milestones defined in this Section shall be used as the basis for preparation of progress invoices. Subject to Section 4.9 and except as provided in the Agreement,

City shall pay to Contractor the applicable Progress Payment set forth in the Progress Payment Milestones when:

(a) Contractor has completed the Work associated with such payment in accordance with the Progress Payment Milestones;

(b) Following submittal of the supporting documentation required for the respective Progress Payment Milestones to the satisfaction of the City;

(c) Following submittal of Payment Application; and

(d) Subject to Retention as provided in Section 4.2.

4.4 Application for Payment. Contractor shall submit to City an invoice (a "**Payment Application**") in the standard form on file with City. Each monthly progress report shall be certified by Contractor as being true and correct as of the date of such Payment Application. Contractor warrants that title to all Work covered by a Payment Application will pass to the City no later than the time of payment.

4.5 Review of Progress Payment. City will, within seven (7) days after receipt of Contractor's Payment Application, either approve such payment or notify Contractor in writing of City's reasons for withholding approval in whole or in part. The review of Contractor's Payment Application by City is based on City's observations at the Site and the data comprising the Payment Application whether the Work has progressed to the point indicated and whether, to the best of City's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. City will pay Contractor the amount City approves pursuant to Section 4.7 within 30 days after the Payment Application was properly submitted.

4.6 Decisions to Withhold Payment. City may withhold payment, in whole, or in part, to such extent as may be reasonably necessary to protect the City from loss because of any acts or omissions by Contractor, including any rights to withhold mentioned in the Contract Documents.

4.7 Progress Payment Milestones. Progress Payments shall be made in accordance with California Public Contract Code section 20104.50. City shall pay the Contract Price to Contractor on percent completion basis in accordance with the Schedule of Values in Attachment 3, and after Contractor has complied with the requirements of this Section 4.7 and the Contract Documents (each, a "**Progress Payment Milestone**"):

(a) General Provision for Progress Payment Milestones.

(i) Progress Payments: As the Work progresses, Contractor will submit to City its Payment Applications based on the progress made on the Project through the date on which Contractor submits such application for payment. Only one Payment Application shall be submitted per calendar month. Each line item contained in the Schedule of Values will be assigned a value such that the total of all items equals the Contract Price, and Payment Applications will be in accordance with the Schedule of Values.

(ii) Mobilization and Equipment Deposits: Notwithstanding paragraph (i) above, upon request a "Mobilization Payment" equal to five (5) percent of the Contract Price, and an "Equipment Deposits" equal to five (5) percent of the Contract Price, shall be paid by City to Contractor upon City's issuance of a Notice to Proceed. Such amounts shall be deducted from the ensuing Progress Payment made by City to Contractor such that all future Progress Payments shall correspond with Progress Completion Milestones.

(iii) Final Payment: Five (5) percent of the Contract Price upon filing of the project Notice of Completion, less any amounts properly withheld by City in accordance with the Contract Documents, until such time, if any, that such amount or amounts may be or are required to be released in accordance with the Contract Documents.

4.8 Payments and Information to Subcontractors. No later than seven (7) days after Contractor receives payment from City, pursuant to California Business and Professions Code section 7108.5, Contractor shall pay to each Subcontractor, out of the amount paid to Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled under the parties' Subcontract and payment terms, reflecting percentages actually retained from payments to Contractor on account of such Subcontractor's portion of the Work. Contractor shall, by appropriate Subcontract with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner. City has no obligation to pay, or to see to the payment of, money to a Subcontractor except as may otherwise be required by Applicable Law.

4.9 Waivers and Releases. Within thirty (30) days after receipt of each progress payment and the Final Payment, Contractor shall provide (and shall cause its first-tier Suppliers and Subcontractors to provide) to City a conditional lien waiver and release (related to the Progress Payment as applicable) in a form substantially similar to the forms attached hereto as **Attachment 7** ("**Lien Release Forms**")**.**

4.10 Progress Payment Terms. The obligation of the City to pay Progress Payments hereunder shall constitute a current expense of City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by City, nor shall anything contained herein constitute a pledge of the general tax revenues, funds, or moneys of City.

4.11 Completion of Work. Upon receipt of the Contractor's signed Final Completion Certificate, City will make an inspection to determine whether the Work, or designated portion thereof, is complete. If City's inspection discloses any item which is not completed in accordance with the requirements of the Contract Documents, Contractor shall, before City's issuance of the Notice of Completion and Final Payment, diligently complete or correct such item.

4.12 Partial Occupancy or Use. To the extent reasonably practicable based on the particular portion of the scope of Work, City may occupy or use any completed or partially completed portion of the Work at any stage without accepting that Work and without waiving rights to claim damages as to that Work (to the extent expressly permitted herein). City and Contractor shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents.

4.13 Acceptance, Final Completion Certificate and Final Payment. If City's representatives find the Work fully performed under the Contract Documents, they shall so notify Contractor, who shall then submit to City its final Application for Payment. After City's representatives find the Work fully performed, City's governing body should accept the Work as fully complete. After completion, City may record a Final Completion Certificate with the County Recorder in accordance with California Civil Code section 3093. Contractor shall, upon receipt of Final Payment from City, pay the amounts due Subcontractors. City shall pay the retainage pursuant to California Public Contract Code section 7107. Any application for Final Payment shall be accompanied by the same details required for regular progress payments. Acceptance of the Final Payment shall constitute a waiver of Claims except for those previously identified in writing and identified by that payee as unsettled at the time of final payment.

4.14 **Taxes.** Contractor will pay all applicable Federal, State, and local taxes on all materials, labor, or services furnished by it, and all taxes arising out of its operations under the Contract Documents.

4.15 **Limitations on Compensation.** The "Contract Price" includes the total, not to exceed guaranteed maximum compensation that will be paid to Contractor in connection with the Work and Project called for by this Contract, including: (a) all costs for all labor, materials, work or equipment needed to deliver a "turnkey" Project in compliance with the Contract Documents; and (b) any and all construction management fees, overhead, administrative charges, profit, or compensation of any other kind or nature to be paid Contractor in consideration for the Work.

5. COMMENCEMENT AND SCHEDULE

5.1 **Project Schedule.** Time is of the essence in this Contract (subject to any notice requirements and cure periods set forth herein), and, subject to the terms of the Contract Documents, the date for Substantial Completion of the Project shall be the Completion Date set forth in the Project Schedule in **Attachment 5**, and Contractor shall develop, design, install and commission the Project and perform all Work hereunder in accordance with the Project Schedule.

5.2 **Project Phases and Notice to Proceed.** The Effective Date shall not be postponed by the failure to act of Contractor or of persons or entities for which Contractor is responsible. The Work on the Project shall be performed in accordance with the following phased approach:

(a) Design Phase. Contractor shall prepare and deliver all Engineering Documents to City for review and approval, which approval shall not be unreasonably withheld. City shall diligently review and respond to each submission by Contractor within twenty (20) days. Contractor shall incorporate City's comments and requested changes unless Contractor can demonstrate that such requested changes would materially impact the Contract Price, the Project Schedule, or any other material requirement of the Contract Documents in which case Contractor shall submit a Change Order. Upon resolution of the provision hereinabove set forth, Contractor shall complete and submit revised Engineering Documents as early as is practical but in all cases within 20 days.

(b) Governmental Approval Phase. Upon City's written approval of Engineering Documents, Contractor shall seek all such approvals of all required Engineering Documents and the Project as may be required by any Governmental Authority. Contractor shall exercise all reasonable diligence to ensure that all necessary Governmental Approvals are received by the date specified in the Project Schedule. City shall not unreasonably withhold its consent to any modifications to the Engineering Documents that may be requested by any Governmental Authority or quasi-governmental agency with jurisdiction over the Project or the Work, excepting any changes that materially affect the Contract Price or that materially affect the Project. The Engineering Documents with all changes as necessitated by any Governmental Authority and as approved by City shall constitute the 100% Engineering Documents and serve as the basis for construction. The receipt and approval of the one hundred percent (100%) Engineering Documents and copies of all Governmental Approvals by the City, together with Contractor's development and delivery of a Schedule of Values for the Construction Work as referenced in Attachment 3, shall constitute the completion of the Governmental Approval Phase.

(c) Construction Phase. Following completion of the Governmental Approval Phase, Contractor shall facilitate, or cooperate with City in its efforts to facilitate, a kick-off meeting with City, Contractor, Subcontractors, and any other third-parties deemed necessary by the Parties. Following the kick-off meeting, Contractor shall commence the construction of the Project in accordance with the one hundred percent (100%) Engineering Documents and all other Contract Documents.

(d) Substantial Completion. When Contractor believes it has achieved Substantial Completion, Contractor shall notify City of the same and the City shall expeditiously work to inspect and confirm. Within ten (10) business days after Contractor's submission or City's independent confirmation of all items required for Substantial Completion, whichever last occurs, City shall either (i) acknowledge and agree in a writing delivered to Contractor that the Project has been satisfactorily completed, or (ii) advise Contractor by written notice that Substantial Completion has not been achieved and identify any missing items or defects or deficiencies in the Work for which Contractor is responsible or any other reason why the requirements of Substantial Completion have not been met. Substantial Completion shall be achieved when, and completion of the Construction Phase requires that:

(1) The Project has been built in conformance with the terms and conditions of the Contract Documents;

(2) The Project complies with all applicable Legal Requirements and has passed all required inspections by any applicable Governmental Authority and all applicable Governmental Approvals have been received and copies thereof have been delivered to City;

(3) Contractor shall have delivered a true, correct, and complete certification of Substantial Completion signed by Contractor.

(f) Final Completion. When Contractor believes it has achieved Final Completion, Contractor shall deliver to City the written Final Completion Certificate which certificate shall certify the Final Completion Date and the Contractors achievement of Final Completion. Within ten (10) business days after Contractor's submission or City's independent receipt of all items required for Final Completion, City shall deliver such certificate to Contractor, acknowledged and agreed by City, and confirming the Final Completion Date (the "Final Completion Certificate"). The Project may only be accepted as complete by action of the City. Final Completion requires that:

(1) Contractor has received all local, state and federal Governmental Approvals and other approvals as may be required by Applicable Law for the operation and maintenance of the Project, including approvals, if any, required under the CEQA for the Project;

(2) City has received from Contractor all Equipment and Project manuals including two (2) sets of full size as-built drawings approved and stamped by the engineer of record (as built drawings shall also be provided to City in PDF and native file format);

(3) All Contractor's materials and wastes have been removed from the Site and properly disposed;

(4) All Punchlist Work with respect to the Project and the Site has been completed to the City's reasonable satisfaction;

(5) A final walkthrough of the Project and Site has been conducted with Contractor and City to determine completion of the terms of the Contract; and

(6) Contractor shall have delivered a true, correct, and complete Final Completion Certificate signed by Contractor.

5.3 Hours of Work

(a) Sufficient Forces. Contractors and Subcontractors shall furnish sufficient forces to ensure the prosecution of the Work in accordance with the Project Schedule.

(b) Performance During Work Hours. Work shall be performed during regular working hours except that in the event of an emergency or when required to complete the Work in accordance with job progress, Work may be performed outside of regular working hours with the advance written consent of the City. Subject to City's advance written approval, Work may also be performed outside of regular working hours to minimize disruption to City operations.

5.4 Progress and Completion. Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Contract, Contractor confirms that the Project Schedule is a reasonable period for performing the Work. Contractor shall not knowingly, except by agreement or instruction of City, in writing, commence operations on the Site or elsewhere prior to the effective date of insurance required by this Contract to be furnished by Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance. Contractor shall proceed expeditiously with adequate forces and shall achieve Completion within the Project Schedule, subject to any extension rights set forth in this Contract. Upon request, Contractor shall submit its daily logs for the monthly period with the updated schedule. Float is not for the exclusive use or benefit of either Party but it is a jointly owned expiring Project resource available to both Parties as needed to meet the Project Schedule.

5.5 Progress Meetings. Unless otherwise stated in the Contract Documents and subject to change by City, the Parties shall meet at least biweekly during performance of Work to, among other things, review Work performed to date and to be performed. Contractor shall organize the meeting, prepare, and distribute meeting minutes. Meeting minutes shall be taken in satisfactory written form and include a three (3) week look-ahead schedule, Request for Information log, and Change Order log, as applicable. Meeting minutes shall be updated during the meeting and distributed within three (3) Business Days of the meeting and City shall have 5 business days after City's receipt of such minutes to object to them in writing and provide corrections in writing. A quorum of meeting attendees will be named at the first meeting. The named quorum shall be in attendance in all Project meetings.

5.6 Conformity with Project Schedule. Contractor shall prosecute the Work, and shall cause each Subcontractor to prosecute the Work, so that the portion of the Work completed at any point in time shall be not less than as is required by the Project Schedule (subject to any extension rights set forth in this Contract). If the rate of progress is such that the total amount of Work and/or the degree of completion of the Work accomplished by Contractor within any time period required by the Project Schedule and/or the Contract Documents is less than the amount therein specified to be completed within such time, and it reasonably appears that Contractor will be unable to complete the Work by the Completion Date, Contractor shall so notify City within ten (10) Days of Contractor's knowledge of the delay, or City may notify Contractor of the same. Contractor shall, within ten (10) Business Days of Contractor's knowledge of such delay or receipt of any such notice from City, submit a Recovery Plan to City allowing for completion of the Work on the Project by the Completion Date. If City directs Contractor in writing to implement the Recovery Plan, then Contractor shall do so within ten (10) Business Days or such request. If City, acting reasonably, does not agree that Contractor has demonstrated in the proposed Recovery Plan its ability to recapture lost time, meet interim milestones and complete the relevant portion of the Work by the applicable scheduled date or deadline, and the reasons therefor are not an Excusable Delay as outlined in this Contract, City may, without prejudice to any other right or remedies it may have, take one or more of the following actions: (a) require Contractor to employ such extraordinary measures as are necessary to bring the Work into conformity with the Project Schedule, including, without limitation, requiring Contractor to increase its work force, work overtime, and/or extra shifts (at Contractor's sole cost and expense); and/or (b) withhold Progress Payments or portions thereof until such time as the Work is in conformity with the Project

Schedule. If the cause for Contractor's inability to meet the Completion Date are as a result of an Excusable Delay, then the terms of Section 5.7 shall dictate.

5.7 Extensions of Time – Liquidated Damages

(a) Excusable Delay. Contractor shall be entitled to a Change Order because of any delays in completion of the Work due to Excusable Events. Contractor has the burden of providing reasonable evidence that any delay was directly caused by an Excusable Event.

(b) Notice by Contractor Required. Contractor shall within 10 days of knowledge of any delay due to an Excusable Event notify City in writing thereof. The Parties will then meet and confer in good faith to determine the reasonableness of Contractor's claimed delay due to an Excusable Event, the facts and extent thereof, and whether any extension of time for completing the Work is reasonably appropriate. Extensions of time shall apply only to that portion of the Work affected by the delay and shall not apply to other portions of the Work not so affected. Except as otherwise set forth in this Contract, the sole remedy of Contractor for delays resulting or arising from an Excusable Event shall be an extension of the Project Schedule at no cost to City, and no increase to the Contract Price or compensation paid Contractor shall result.

(c) Conditions for Extension of Time. If Contractor is delayed at any time in progress of the Work by an Excusable Event, or by changes in the Work justifying a Change Order, then the Project Schedule shall be extended by Change Order for such reasonable time as required under the circumstances. Claims relating to time extensions shall be made in accordance with Section 7.6 of this Contract.

(d) Early Completion. If Contractor submits a revised schedule showing an earlier completion date for the Project, City's acceptance of this revised schedule shall not entitle Contractor to any additional compensation or Claim due to any such revised schedule (nor shall it subject Contractor to Liquidated Damages based on such earlier completion date). Regardless of the cause therefore, the Contractor may not maintain any Claim or cause of action against City for damages incurred as a result of its failure or inability to complete the Work or the Project in a shorter period than established in the Contract Documents.

(e) Liquidated Damages. Subject to the limitation of liability specified below, if Contractor fails to cause Substantial Completion to occur on or prior to the Completion Date, as may be extended in accordance with the terms of this Contract, Contractor shall pay City as its sole and exclusive remedy therefor, as liquidated damages and not as a penalty, in an amount equal to the liquidated damages specified in this subsection (e) (the "**Liquidated Damages**"). The actual occurrence of damages and the actual amount of the damages which the City would suffer if the Work were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations, and it is impracticable and extremely difficult to fix the actual damages. Damages that City would suffer in the event of delay include, but are not limited to, loss of the use of the Project and each individual Site, and the energy savings afforded by the Project and each individual Site, disruption of activities, costs of administration, supervision and the loss suffered by the public. Accordingly, the Parties agree that an amount not to exceed $500.00 for each day by which the Work, or portion thereof, is delayed beyond the Completion Date shall be the amount of damages which the City shall directly incur upon failure of the Contractor to cause Substantial Completion of the entire Project to occur on or prior to the Completion Date (the "**LD Rate**"). If Contractor becomes liable under this Section, City, in addition to all other remedies provided by law, shall have the right to withhold any and all retained percentages of payments, and to collect the interest thereon, which would otherwise be or become due the Contractor until the liability of the Contractor under this Section has been finally determined. If the retained percentage is not sufficient to discharge all liabilities of Contractor incurred under this Section, Contractor and its sureties shall continue to remain liable to City for such liabilities until all such liabilities are satisfied in full. If City

accepts any Work or makes any Progress Payment under this Contract after a default by reason of delays, the payment or payments shall not constitute a waiver or modification of any Contract provisions regarding time of completion and Liquidated Damages.

5.9 Delays Due to Project Site Activities. City shall not be liable for any damages or compensation to Contractor resulting from, arising out of, or related to any delays caused by scheduled activities at the Site where Contractor was notified in writing of such scheduled activities prior to signing this Contract, including City's construction projects and other events which would require access to Site. Where City did not inform Contractor in writing of such scheduled activities, or required activities arise during the Project that were not scheduled prior to Contract signing and that impact the Project Schedule, Contractor shall be entitled to reasonable additional time for the Project Schedule and an adjustment to Contract Price in accordance with a Change Order. If any part of Contractor's Work depends on proper execution or results upon work of any other contractor ("**Other Contractor Work**"), the Contractor shall inspect and promptly report to City in writing any defects in such work that render it unsuitable for such proper execution and results.

(a) Contractor will be held liable for damages to City for that Other Contractor Work (as defined above and as used in this section only) which it failed to inspect or should have inspected. Contractor's failure to inspect and report shall constitute its acceptance of Other Contractor Work as fit and proper for reception of its work, except as to defects which may develop in other contractors' work after execution of Contractor's work. To ensure proper execution of its subsequent work, Contractor shall measure and inspect Other Contractor Work already in place and shall at once report to the City in writing any discrepancy between completed Other Contractor Work and Contract Documents.

(b) It is the obligation of Contractor to ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by City in prosecution of the Project, if any.

(c) Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy of the Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, City shall decide which contractor shall cease work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously.

(d) If the Project is split into phases and/or separate contracts, then Contractor has made allowances for any delays or damages which may arise from coordination with contractors for other phases or contracts. If any delays should arise from a contractor working on a different phase or contract, Contractor's sole remedy for damages, including delay damages, shall be against the contractor who caused such damage and not the City. Contractor shall provide access to contractors for other phases or contracts as necessary to prevent delays and damages to contractors working on other phases or contracts.

6. REPRESENTATIONS AND WARRANTIES. The Parties represent and warrant (to the extent set forth below) that:

(a) Contractor represents that it is duly organized, validly existing and in good standing as a contractor and licensed contractor under the laws of the State of California;

(b) Each Party represents that it has full power, authority and legal right to enter into and perform its obligations under this Contract, and the execution, delivery and performance of this Contract have been

duly authorized by all necessary corporate actions on the part of Contractor, and all governmental actions on the part of City, and do not require any further approvals or consents;

(c) Each Party represents that the execution, delivery, and performance of this Contract does not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement, or instrument to which it is a party by which it or its property is bound;

(d) Each Party represents that there is no pending or, to its knowledge, threatened action, or proceeding before any court or administrative agency that will materially adversely affect its ability to perform its obligations under this Contract.

(e) Should a change in law occur subsequent to the date of execution of the Contract that increases Contractor's costs, the parties shall, to the extent allowed by law, negotiate an equitable resolution. A change in law for this purposes shall not include and specifically excludes a change in any applicable tariffs or as the enactment of a new tariff or modification of an existing tariff.

7. BREACH AND TERMINATION

7.1 Termination by the City for Cause.

(a) Contractor agrees that City shall be entitled to terminate this Contract upon the occurrence of any of the following circumstances, each of which shall constitute an event of default hereunder (each, a **"Contractor Event of Default"**):

(i) Contractor refuses or fails to supply personnel or materials in accordance with this Contract;

(ii) Contractor fails to make payment to Subcontractors for materials or labor in accordance with California Public Contract Code section 10262 or California Business and Professions Code section 7108.5, as applicable;

(iii) Contractor disregards Applicable laws, ordinances, rules, regulations, or orders of a Governmental Authority; or

(iv) Contractor otherwise is in substantial and material breach of a provision of the Contract Documents.

(b) City's authority to terminate this Contract for cause shall be contingent upon providing written notice to Contractor of the Contractor Event of Default. Where the Contractor Event of Default can be cured, Contractor shall take action and cure the Contractor Event of Default within thirty (30) Days after the date of City's written notice. In the event the Contractor Event of Default cannot be cured within thirty (30) Days, Contractor shall provide written notice to City of the requirement of a longer cure period with a timeline for cure and shall commence within thirty (30) Days actions necessary to cure the Contractor Event of Default and diligently and timely proceed to complete the cure.

(c) When any Contractor Event of Default exists and Contractor fails to cure the same pursuant to the procedure set forth above, the City may, without prejudice to any other rights or remedies of the City and after giving the Contractor and the Contractor's surety, if any, written notice of seven (7) days, terminate the Contract and may, subject to any prior rights of the surety, (i) take possession of the Site and of all material or Equipment thereon owned by the Contractor, (ii) accept assignment of contracts with Subcontractors, and (iii) complete the Work by whatever reasonable method the City may deem expedient.

(d) In the event of termination for cause, if the unpaid balance of the Contract Price exceeds the reasonable, actual and direct costs of completing the Work, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to City. This payment obligation shall survive completion of the Project and termination or expiration of this Contract.

7.2 Suspension or Termination by the City for Convenience.

(a) The City may, without cause, order the Contractor in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the City may determine. Contractor shall be entitled to an extension of time and an adjustment shall be made for increases in the cost of performance of the Contract. No adjustment shall be made to the extent: (i) performance is, was, or would have been so suspended, delayed, or interrupted by another cause for which the Contractor is responsible; or (ii) that an equitable adjustment is made or denied under another provision of this Contract. Adjustments made in the cost of performance shall have a mutually agreed fixed fee. If City suspends, delays or interrupts the Work for 60 or more consecutive days, Contractor may terminate this Contract.

(b) Prior to City's issuance of a Notice to Proceed (which is conditional upon City's approving and obtaining financing for the Project), City may terminate this Contract, in whole or in part and without payment, consideration, or liability to Contractor of any kind under this Contract.

7.3 Termination by the Contractor. Contractor may not terminate for convenience. Contractor may only terminate for cause if: (A) City fails to make payment when due and such failure is not made within 30 days of City's receipt of written notice from Contractor specifying same; (B) the Work is stopped by others for a period of 90 consecutive days through no act or fault of Contractor, a Subcontractor of any tier, their agents or employees, or any other persons performing portions of the Work for whom Contractor is contractually responsible, and the Work was stopped by others for one of the following reasons: (i) issuance of an order of a court or other public authority having jurisdiction which requires City to stop all Work; or (ii) an act of government, such as a declaration of national emergency, making material unavailable which requires City to stop all Work; or (iii) City is in material breach of a provision of the Contract Documents and such breach is not cured within 30 days of City's receipt of written notice from Contractor specifying same, however, in the event such City event of default cannot be cured within 30 days, City shall provide written notice to Contractor of the requirement of a longer cure period with a timeline for cure and shall commence actions necessary to cure City event of default within 30 days and diligently and timely proceed to complete the cure. If such grounds for termination by Contractor exist, Contractor may serve written notice of such belief on City and demand a meet-and-confer conference to negotiate a resolution in good faith within 7 days of receipt of such notice. If such conference does not lead to resolution, or does not occur within 7 days of Contractor's notice, and Contractor believes the grounds for termination still exist, Contractor may terminate this Contract and recover from City: (1) compensation for Work wholly or partially executed; (2) actual, direct out-of-pocket losses incurred by reason of such termination; (3) any payment or delivery required to have been made on or before the date of termination and not made, including interest on any sums due; and (4) costs and expenses reasonably incurred in exercising the foregoing remedies, if any.

7.4 Not a Waiver Any suspension or termination under this Section 7 shall not act as a waiver of any claims by City against Contractor (or vice versa) or others for damages based on breach of contract, negligence or other grounds.

7.5 Indemnification. In addition to the Parties' indemnification obligations set forth in Section 11, the Parties agree as follows:

(a) Subject to the exclusions set forth in this Contract, to the extent applicable to the Site, Contractor shall make all necessary efforts to ensure the finished Project complies with all applicable standards imposed by the Americans with Disabilities Act, section 504 of the Rehabilitation Act of 1973, disability access requirements of the State Building Code and any other laws applicable to disability access. If a court, administrative agency or other trier of fact later determines that Contractor has violated any of the above-referenced laws, Contractor shall remedy the violation at its own cost. Contractor shall indemnify, defend and hold the City harmless pursuant to this Section of this Contract against claims brought by a party other than the City due to any breach of these provisions to the extent due to Contractor's negligence, recklessness or willful misconduct. In the event that either Party is or becomes aware of possible non-compliance with the foregoing standards, such Party shall have a duty to promptly notify the other Party in writing of the possible non-compliance.

(b) Contractor represents and warrants that Contractor has the legal right to license any and all copyrights, designs and other intellectual property embodied in plans, Specifications, studies, Drawings, estimates or other documents that Contractor or its Subcontractors or Consultants prepares or causes to be prepared pursuant to this Contract. Contractor shall indemnify, defend and hold the City harmless against third-party claims brought by a party other than the City pursuant to this Section to the extent due to any breach of this representation due to Contractor's negligence, recklessness or willful misconduct.

7.6 Claims Generally.

(a) A claim is a demand or assertion by Contractor seeking, as a matter of right, adjustment, or interpretation of contract terms, payment of money, extension of time, or other relief with respect to the terms of this Contract (a "**Claim**"). Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the Contractor. Contractor may only submit a Claim after having complied with the requirements in this Section, as applicable, for the same matters. Claims shall be submitted to City and City's designated representative. A timely decision by City shall be provided. Claims must be made by written notice prior to the final Progress Payment. Any Claims that are within the scope of a previous Change Order will not be considered. The failure of Contractor to make a Claim within the specified time shall constitute an express waiver of any right to assert such Claim. Despite submission or rejection of a Claim, Contractor shall proceed diligently with performance of this Contract, and City shall continue to make any undisputed payments in accordance with this Contract. When any excavation or trenching extends greater than four feet below the surface, Public Contract Code section 7104 shall apply.

(b) Contractor shall make a certification at the time of submission of a Claim in the form and contents described in Section 7.7. Contractor understands and agrees that any Claim submitted without this certification does not meet the terms of the Contract Documents, that City, or City's representatives, may reject the Claim on that basis and that unless Contractor properly and timely files the Claim with the certification, Contractor cannot further pursue the Claim in any forum. A condition precedent will not have been satisfied.

(c) Claims for Concealed or Unknown Conditions

(i) Trenches or Excavations Less Than Four Feet Below the Surface. If Contractor encounters conditions at the Site which are subsurface or otherwise concealed physical conditions, which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by Contractor shall be given to City promptly before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. City will promptly investigate such conditions, and if they

differ materially and cause an increase or decrease in Contractor's cost of, time required for, or performance of any part of the Work, will recommend an equitable adjustment in the Contract Price, Project Schedule, or both. If City determines that the conditions at the Site are not materially different from those indicated in the Contract Documents and that no change in the terms of this Contract is justified, City shall so notify the Contractor in writing, stating the reasons. In the event a dispute arises between City and Contractor regarding whether the conditions materially differ, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, Contractor shall not be excused from any scheduled completion date provided for by the Contract Documents, but shall proceed with all the work to be performed under the Contract Documents. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

(ii) Trenches or Excavations Greater Than Four Feet Below the Surface. Pursuant to California Public Contract Code section 7104, when any excavation or trenching extends greater than four feet below the surface:

(1) Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:

(A) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the California Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.

(B) Subsurface or latent physical conditions at the Site differing from those indicated by information about the Site made available to Contractor prior to the Effective Date. Responsibility for soil conditions and any associated design considerations are responsibility of Contractor.

(C) Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.

(2) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work, City shall issue a Change Order under the procedures described in this Contract.

(3) In the event that a dispute arises between City and Contractor related to Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the Contract but shall proceed with all Work. Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

7.7 Statutory Claim Procedures. In addition to any other requirements set forth in the Contract, all Claims shall be filed in accordance with the statutory claim resolution procedures set forth in California Public Contract Code sections 9204 and 20104 *et seq*., the implementation of which is set forth in this Section. The failure to timely submit a notice of delay or notice of change, or to timely request a change in price or time, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the claim under this Contract or at law.

(a) Intent. Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less, and Section 9204 of the California Public

Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims regardless of value. The intent of this Section is to implement and shall be construed to be consistent with said both said statutes.

(b) Supporting Documentation. Contractor shall submit all claims in the following format:

(i) Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

(ii) List of documents relating to claim:
(1) Specifications
(2) Drawings
(3) Clarifications (Requests for Information)
(4) Schedules
(5) Other

(iii) Chronology of events and correspondence

(iv) Analysis of claim merit

(v) Analysis of claim cost

(vi) Time impact analysis in CPM format

(c) City's Response. Upon receipt of a claim pursuant to this Section, City shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days, shall provide Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.

(i) If City needs approval from its governing body to provide Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and City's 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, City shall have up to 3 days following the next duly publicly noticed meeting of City's governing body after the 45-day period, or extension, expires to provide Contractor a written statement identifying the disputed portion and the undisputed portion.

(ii) Within 30 days of receipt of a Claim, City may request in writing additional documentation supporting the Claim or relating to defenses or claims City may have against Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and Contractor. City's written response to the Claim, as further documented, shall be submitted to the Contractor within 30 days (if the Claim is less than $15,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by Contractor in producing the additional information or requested documentation, whichever is greater.

(d) Meet and Confer. If Contractor disputes City's written response, or City fails to respond within the time prescribed, Contractor may so notify City, in writing, either within 15 days of receipt of City's response or within 15 days of City's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Mediation. 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, City shall provide Contractor 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 City issues its written statement. Any disputed portion of the Claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with City and Contractor sharing the associated costs equally. City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing, unless the parties agree to select a mediator at a later time.

(i) 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.

(ii) 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.

(iii) Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under California Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

(iv) The mediation shall be held no earlier that the date the Contractor completes the Work or the date that Contract last performs which, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

(f) Procedures After Mediation If following the mediation, the Claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation or Chapter 1.16 of the Buena Park Municipal Code, as applicable. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference and/or mediation.

(h) Government Code Claims. In addition to any and all Contract requirements pertaining to notices of and requests for compensation or payment for extra Work, disputed Work, construction claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code Sections 900, et seq. or Chapter 1.16 of the Buena Park Municipal Code, as applicable, prior to filing any lawsuit against the City. Such Government Code or Municipal Code claims and any subsequent lawsuit based upon the Government Code or Municipal Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra Work, disputed Work, construction claims, and/or changed conditions have been followed by Contractor. If no such Government Code or Municipal Code claim is timely submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed.

(i) Non-Waiver. City's failure to respond to a claim from Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety.

8. Changes and Extra Work

(a) Based upon the services Contractor will have provided in designing the Project, and Contractor's duties and responsibilities regarding the engineering and design of the Project, Contractor and City intend and expect that Contractor will not submit any Change Order requests during the construction of the Project based upon alleged errors or omissions in the Engineering Documents prepared by Contractor for the Project. Rather, the Parties intend and expect that Change Order requests will only be submitted for City-requested changes in the Work of the Project, or for changes in the work of the Project due to Excusable Events, all in accordance with this Contract and the Contract Documents of the Project. When possible, under the circumstances, Contractor will make reasonable efforts to mitigate any schedule or cost impact arising from an Excusable Event.

(b) Notwithstanding any other provision of this Contract or the Contract Documents, in the event a Change Order is caused by, or necessitated as a result of wrongful acts or omissions on the part of Contractor, or as a result of any errors or omissions in the Engineering Documents for the Project – excluding those prepared and provided by City and/or City's Consultants, or City otherwise incurs costs or damages as a result of wrongful acts or omissions on the part of Contractor, or as a result of any Contractor errors or omissions in the plans, specifications, Drawings, or designs for the Project, City shall issue a written notice to Contractor identifying the errors, omissions, wrongful act(s) and resulting costs or damages claimed and provide Contractor with ten (10) days to cure and/or respond to the notice. If the Contractor fails to take action to cure the basis for the notice within the ten (10) day period, Contractor shall be responsible for the cost of the following:

(i) The direct costs of all engineering, design, labor, and materials necessary to fully correct the wrongful acts or omissions on the part of Contractor, or the error or omission in the Engineering Documents for the Project;

(ii) Any other direct costs or damages which the City incurs as a result of wrongful acts or omissions on the part of Contractor, or of errors or omissions in the Engineering Documents for the Project; and

(iii) The reasonable costs of any third-party engineer, contractor or consultant that City, in City's sole reasonable discretion, must retain or consult with to ensure the proper rectification of wrongful acts or omissions on the part of Contractor, or of errors or omissions in the Engineering Documents for the Project.

(iv) City may backcharge, and withhold payment from, Contractor for these costs and damages outlined above, and may seek reimbursement for any amount which exceeds any retention of the Contract Price at the time of collection. When City so backcharges and withholds, upon Contractor's request, City's and Contractor's senior project representatives shall meet and confer in good faith in an effort to reach agreement on (a) whether a wrongful act or omission occurred or whether there was an error or omission in the Engineering Documents for the Project, (b) whether it caused the Change Order expense, (c) what damages have been incurred by City, and (d) what portion of the damages are attributable to Contractor as described above. If Contractor's and City's project representatives fail to meet, or if they are unable to resolve the dispute, senior executives for Contractor and for City, neither of whom have had day-to-day management responsibilities for the Project, will meet, within thirty (30) calendar days after notice of the dispute, in an attempt to resolve the dispute and any other identified disputes or any unresolved issues. If City and Contractor do not reach agreement when meeting and conferring, then either City or Contractor can initiate a mediation pursuant to Section 7.7(e), above, to resolve the dispute.

(c) City reserves the right to request Contractor make such alterations, deviations, additions to, or deletions from the Engineering Documents, as may be deemed by the City to be necessary or advisable for the proper completion or construction of the Work contemplated. There shall be no change whatsoever in the Engineering Documents, or in the Work without an executed Change Order or Supplemental Instruction by the City for a change in the Work as herein provided. City shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Engineering Documents, and Contractor shall not be required to perform such work, unless the same shall have been authorized by and the cost thereof approved in writing by Change Order. No extension of time for performance of the Work shall be allowed hereunder unless adjusted in writing in the Change Order.

(d) All Requests for Information should be substantially on the City's standard form and shall, to the extent reasonably necessary, reference all the applicable Contract Documents including specification section, detail, page numbers, drawing numbers, and sheet numbers, etc. Contractor shall make suggestions and/or interpretations of the issue raised by the RFI. An RFI cannot modify the Contract Price, Project Schedule, or the Contract Documents. Prior to issuing an RFI Contractor, Subcontractor, material suppliers and the like shall thoroughly review the Contract Documents and refer to all reference standards for the information sought. City and Contractor agree that an adequate time period for City to respond to an RFI is generally fourteen (14) days after City's receipt of a non-priority RFI, or seven (7) days after City's receipt of a priority RFI, unless City and Contractor agree otherwise in writing. However, in all cases, City shall take such time, whether more or less than fourteen (14) or seven (7) days, as applicable, as is necessary in the professional judgment of City and City's representatives to permit adequate review and evaluation of the RFI. Contractor shall make efforts to coordinate the work in a timely fashion, so as to alleviate priority RFIs. If the RFI is considered a priority, Contractor shall state the word "Priority" on the document, and Contractor shall provide weekly RFI Priority Schedules.

(e) The "**RFI Priority Schedule**" shall be prepared and include a listing of pending requests, including the most current request, and rank the RFIs in order of priority. City shall endeavor to respect Contractor's requested order of priorities and requested response dates. If the RFI response alters the Contract Price and/or Project Schedule, a Change Order shall be issued for the changed condition(s).

(f) City will have authority to order minor changes in the Work provided that there is: (i) no adjustment in the Contract Price, (ii) no extension of the Project Schedule, or (iii) any other change which is inconsistent with the intent of the Contract Documents. Such changes shall be effected by written Change Order and shall be binding once fully executed by City and Contractor. Contractor shall carry out such written orders promptly. To request a Change Order, City or Contractor shall prepare and submit a draft Change Order in the City's standard form for review by the other Party.

(g) Each Change Order request, whether proposed by Contractor or City, shall include: (i) a detailed statement of the reason for and a description of the change; (ii) the estimated price of the proposed change, including the proposed change in the Contract Price and any costs or savings for carrying out the change including an itemized cost breakdown of labor and material showing actual quantities, hours, unit prices or wage rates required for the change; (ii) the projected effect of such proposed change on the Project Schedule including the relevant scheduled completion dates and deadlines; (iii) the projected effect of such proposed change on Contractor's ability to comply with any of its obligations hereunder, including the Warranties, Savings Guarantee; and (iv) shall be accompanied by supporting documentation necessary to evidence the costs or savings and schedule adjustments requested therein.

(h) When Contractor is requesting a Change Order, notice thereof must be provided to City within fourteen (14) days after Contractor's knowledge of the occurrence of the event giving rise to the claim. This notice shall be given by Contractor before proceeding to execute the Work, except in an emergency endangering life or property. No notice shall be considered unless made in accordance with this Section;

however, the mere presentation of such claim shall not establish the validity of the cause giving rise to such claim, or of the extension of the Project Schedule, and/or the increase in the Contract Price. Any change in the Contract Price or extension of the Project Schedule resulting from such claim shall be authorized by a Change Order.

(i) Within twenty-one (21) days after receipt of a Change Order request from Contractor or City, the receiving Party shall either (i) accept such Change Order request by execution thereof and deliver an executed copy to the initiating Party or (ii) reject such Change Order request and provide appropriate written explanation of the reasons therefor (which may include a request for additional information, documentation or cost detail).

(j) The amount of the increase or decrease in the Contract Price resulting from a Change Order, if any, shall be determined in one or more of the following ways as applicable to a specific situation: (A) mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation; (B) unit prices stated in Contractor's original bid, the Contract Documents, or subsequently agreed upon between City and Contractor; (C) cost to be determined in a manner agreed upon by the Parties and a mutually acceptable fixed or percentage fee; or (D) by cost of material and labor and percentage of overhead and profit in accordance with the compensation provisions of this Contract. It is expressly understood that the value of such extra work or changes, as determined by any of the aforementioned methods, expressly includes any and all of Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs or expenses not included are deemed waived. For purposes of determining the cost, if any, of any change, addition, or omission to the Project, all trade discounts, rebates, refunds, and all returns from the sale of surplus materials and equipment shall accrue and be credited to Contractor, and Contractor shall make provisions so that such discounts, rebates, refunds, and returns may be secured, and the amount thereof shall be allowed as a reduction of Contractor's cost in determining the actual cost of construction for purposes of any change, addition, or omissions in the Project as provided herein.

(k) With respect to portions of the Work performed by Changer Orders on a time- and-materials, unit-cost, or similar basis, Contractor shall keep and maintain cost-accounting records satisfactory to the City, which shall be available to City on the same terms as any other books and records Contractor is required to maintain under the Contract Documents.

9. INSURANCE.

(a) Required Coverage At all times commencing no later than commencement of the Work and to remain in effect for the entire term of this Contract including any extensions of time, Contractor shall, at its expense, obtain and maintain, and shall cause its Subcontractors (commensurate to their work) to obtain and maintain, insurance policies issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by City. The insurance policies shall include the types, coverages and limits set forth below:

(i) *Commercial General Liability Insurance.*

a. Contractor. Contractor agrees to obtain and maintain commercial general liability: CGL Insurance Services Office (ISO) Form CG 00 01 (or its equivalent) covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits of at least $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a $2,000,000 completed operations aggregate. Either the general

aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04 or their equivalent) or the general aggregate limit shall be twice the required occurrence limit. Contractor may use umbrella or excess insurance with limits excess of the CGL policy to satisfy this requirement.

b. Subcontractors. Subcontractors in areas of higher risk, such as electric, roofing, or plumbing work, shall have commercial general liability limits of $2,000,000. Such insurance shall protect the Contractor and City against loss from liability imposed for damages (1) on account of bodily or personal injuries, including death, disease and sickness, accidentally suffered or alleged to have been suffered by any person or persons that may be caused directly or indirectly by the performance of this Contract, and (2) on account of injury to or destruction of property, including the resultant loss of use of the Project or other City facilities or equipment, resulting from acts of commission or omission by the Contractor, or otherwise resulting directly or indirectly from the Contractor's operations in the performance of this Contract. This insurance shall be subject to the approval of City, and City's approval shall not be unreasonably withheld. The comprehensive or commercial general liability policy shall also include a severability of interest clause and cross liability if the policy has multiple insureds. The aggregate limit shall apply on a "per project" basis. The policy shall stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance carried by City identified in this Contract will be excess only and will not contribute with this insurance;

(ii) *Automobile Liability*. Contractor agrees to obtain and maintain automobile liability insurance: Insurance Services Office (ISO) Form CA 0001 (or its equivalent) covering Code 1 (any auto), with limits of at least $1,000,000 per accident for bodily injury and property damage. Contractor may use umbrella or excess insurance with limits excess of the automobile liability policy to satisfy this requirement.

(iii) *Worker's Compensation Insurance.* All engineers, experts, Consultants and Subcontractors the Contractor intends to employ shall have taken out workers' compensation insurance with an insurance carrier satisfactory to the City for all persons whom they may employ in carrying out the work contemplated under this Contract in accordance with the Workers' Compensation Laws of the State of California. If Contractor employs any engineer, expert, Consultant or Subcontractor which it did not intend to employ prior to commencement of services, it must furnish such proof of workers' compensation insurance to the City immediately upon employment. If the Contractor is self-insured, the Contractor shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self- Insurance satisfactory to the City.

(iv) *Employer's Liability Insurance.* All engineers, experts, Consultants and Subcontractors the Contractor intends to employ shall have taken out employer's liability insurance. with an insurance carrier reasonably satisfactory to the City. During the course of Contractor's services, if Contractor ever intends to employ additional or different Engineers, experts, Consultants or Subcontractors, before so employing them Contractor shall furnish such reasonably satisfactory proof of insurance to the City. If the Contractor is self- insured, the Contractor shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self-Insurance reasonably satisfactory to the City.

(v) *Professional Liability Insurance.* Contractor agrees to obtain and maintain professional liability insurance on a claims made basis with limits of Two Million Dollars ($2,000,000) per claim and in aggregate with a deductible in an amount not to exceed the sum of One Million Dollars ($1,000,000), and Contractor will maintain such coverage for a period of five (5) years three (3) years following the Final Completion Date.

(vi) Builder's All Risk.. Contractor agrees to obtain and maintain Bilder's Risk / Installation Floater insurance, issued on a completed value basis on all insurable Work included under the Contract Documents. This insurance shall be subject to the approval of City, and City's approval shall not be

unreasonably withheld. This insurance shall insure against all risks, including but not limited to the following perils: vandalism, theft, malicious mischief, fire, sprinkler leakage, civil authority, sonic boom, explosion, collapse, flood, wind, hail, lightning, smoke, riot or civil commotion, debris removal (including demolition) and reasonable compensation for the City's costs and expenses required as a result of such insured loss. This insurance shall provide coverage in an amount not less than the full cost to repair, replace, or reconstruct the Work. Such insurance shall include City, City's designated representative, and any other person or entity with an insurable interest in the Work as Loss Payees.

(vii) *Contractor's Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions.* Contractor shall require subcontractors performing the applicable work to obtain and maintain contractor's pollution legal liability and/or asbestos legal liability and/or errors and omissions with limits of $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

(ix) *Other Insurance.* Contractor shall provide all other insurance required to be maintained under Applicable Laws, ordinances, rules, and regulations. Such insurance shall be subject to the approval of City, and City's approval shall not be unreasonably withheld.

(b) Consultants. If not covered by Contractor's coverage, each of Contractor's Consultants shall carry coverage and limits proportionate to each such Consultant's scope of work, and Contractor shall include such provisions in its contracts with them.

(c) Reserved.

(d) Additional Insured; Primary and Non-Contributory; Waiver of Subrogation. Contractor shall name City and as additional insured on Contractor's commercial general liability (using ISO CG 20 10 and CG 20 37 or equivalents). The additional insured endorsement(s) included on such insurance policy shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurer's liability shall not be reduced by the existence of such other insurance. The coverage provided the additional insureds on Contractor's commercial general liability policy shall apply on a primary and non-contributory basis. Contractor's commercial general liability, automobile liability, excess/umbrella, and workers' compensation/employer's liability policies shall be endorsed to include a waiver of subrogation in favor of City. Any excess/umbrella policies provided by Contractor shall provide limits that are in excess of any policies set forth herein, which Contractor intends the excess/umbrella policy to supplement.

(e) Proof of Carriage of Insurance. Contractor shall not commence Work nor shall it allow any Subcontractor or Consultant to commence Work under this Contract until all required proof of insurance including certificates of insurance, applicable endorsements, and all required amendatory endorsements (or copies of applicable policy language effecting coverage required by this clause) have been obtained for the period covered by this Contract and delivered to the City for approval, and such approval shall not be unreasonably withheld.

(f) Notice of Cancellation or Non-Renewal. Contractor shall provide for thirty (30) days written notice to City of cancellation or shall obligate its insurance carriers or brokers/representatives to issue endorsements to the required insurance policies that provide for thirty (30) days written notice to the City of cancellation.

(g) Self-Insured Retentions. Self-insured retentions must be declared to and approved by the City. City may require the Contractor to purchase coverage with a lower self-insured retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the

self-insured retention. The policy language shall provide or be endorsed to provide that the self-insured retention may be satisfied by either the named insured or City. If there is a self-insured retention, City will need to know what the triggering events are for coverage.

(h) Compliance. If Contractor fails to maintain such insurance or fails to cure any defects in coverage required herein within five (5) days of receiving written notice of the defect(s), the City may, but shall not be required to, take out such insurance to cover any damages accrued for which City might be held liable on account of Contractor's failure to pay such damages, and deduct and retain the amount of the premiums from any sums due Contractor under this Contract.

(i) Subcontractors and Consultant Obligations. Each of Contractor's Consultants and Subcontractors shall comply with all applicable (commensurate with their respective scope of work) insurance obligations under this Section, and Contractor shall include such provisions in its contracts with them.

10. PAYMENT AND PERFORMANCE BONDS. Contractor shall apply for and furnish City a Payment Bond and Performance Bond on the forms included in **Attachment 6**, which shall cover one hundred percent (100%) faithful performance of completing construction of the Project and guaranteeing the payment in full of all costs for labor performed and materials supplied in constructing the Project. Only bonds executed by admitted Surety insurers as defined in California Code of Civil Procedure section 995.120 shall be accepted. The surety insurers must, unless otherwise agreed to by City in writing, at the time of issuance of the bonds, have a rating not lower than "A" as rated by A.M. Best Company, Inc. or the equivalent if rated by other independent rating companies. Notwithstanding anything to the contrary in the Contract Documents, the liability of the surety on the performance bond will cease one (1) year after the Final Completion Date. Any warranty or guarantee required of Contractor by the Contract Documents shall be the sole obligation of Contractor after termination of the surety's performance bond liability. The liability of the surety on the payment bond shall continue only so long as required by law.

11. INDEMNITY.

(a) Contractor and City agree that City, its employees, agents and officials (cumulatively the "**City Indemnitees**") should, to the fullest extent permitted by law, be fully protected from any loss, injury, damage, claim, liability, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to performance of this Contract or any Work hereunder. The indemnity provisions of this Section are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to City Indemnitees. Contractor acknowledges that City would not have entered into this Contract in the absence of the commitment of Contractor to indemnify and protect City and City Indemnitees, as set forth in this Contract.

(b) Consistent with California Civil Code Section 2782.8, to the extent the Work includes design professional services to be performed by a design professional, as that term is defined under said Section 2782.8, Contractor shall, to the fullest extent permitted by law, indemnify, protect, defend, and hold the City Indemnitees harmless for all claims, demands, costs, or liability that arise out of, pertain, or relate to the negligence, recklessness, or willful misconduct of Contractor, its officers, employees, or agents in said performance of the Work, excepting only liability arising from the sole negligence, active negligence, or intentional misconduct of City.

(c) Other than in the performance of design professional services by a design professional, as covered by subsection (b) above, to the fullest extent permitted by law Contractor shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the City Indemnitees from and against any and all damages, costs, taxes, fees, expenses, liabilities, claims, demands, causes of action, proceedings, judgments,

penalties, liens and/or losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Claims" for purposes of this subdivision alone), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions, or willful misconduct, of Contractor, or its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or contractors, or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including Contractor active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of City, as determined by final arbitration or court decision or by the agreement of the Parties. Contractor shall defend the City Indemnitees in any action or actions filed in connection with any Claims with counsel of City's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all reasonable legal expenses and costs incurred by City Indemnitees in connection therewith.

(e) PERS Eligibility Indemnification. In the event Contractor or any employee, agent, or subcontractor of Contractor claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontracts, as well as for the payment of any penalties and interest on such contributions, which would otherwise by the responsibility of City . Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing Work under this Contract shall not qualify for or become entitled to, and herby agree to waive any claims to, any compensation, benefit, or any incident or employment by City , including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

(f) Obligations Not Limited by Insurance. The obligations of Contractor under this or any other provision of this Contract shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives any statutory immunity under such statutes or laws as to the Indemnitees. Contractor's indemnity obligation set forth in this section shall not be limited by the limits of any policies of insurance required or provided by Contractor pursuant to this Contract.

12. MISCELLANEOUS

(a) Representatives. City shall provide administration of the Contract as described in the Contract Documents and may designate one or several agents, representatives, or Consultants to provide administration upon written notice of such to Contractor. When such written notice is provided, except as otherwise provided in the Contract Documents or when direct communications are warranted by special circumstances, City and Contractor shall communicate through the City's selected representative.

(b) Independent Contractor. Contractor is retained by City only to the extent set forth in this Contract, and Contractor 's relationship to City is that of an independent contractor. Contractor shall be free to dispose of all portions of Contractor 's time and activities that Contractor is not obligated to devote to City in such a manner, and to such persons, firms or corporations, as Contractor sees fit except as expressly provided in this Contract. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor 's employees, except as set forth in this Contract. Contractor shall have no power to incur any debt, obligation or liability on behalf of City or otherwise act on behalf of City as an agent. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Contractor shall pay all required taxes on amounts paid to Contractor under this Contract and indemnify and hold City harmless from any and all taxes, assessments,

penalties and interest asserted against City by reason of the independent contractor relationship created by this Contract. Contractor shall fully comply with applicable workers' compensation laws regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City may offset against the amount of any compensation due to Contractor under this Contract any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this section.

(c) Necessary Licenses. Contractor warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work. Contractor shall defend, indemnify and hold City, and its elected officials, officers, employees, servants, attorneys, designated volunteers and agents serving as independent contractors in the role of officials, harmless from any loss, claim or liability in any way related to a claim that any of the Work is violating federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights or interests in products, ideas or inventions. Contractor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work under this Contract. In the event any the Work hereunder is held to constitute an infringement and the use of any of the same is enjoined, Contractor, at its expense, shall: (a) secure the right to continue using the Work and other deliverables by suspension of any injunction, or by procuring a license or licenses; or (b) modify the Work and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Contract. Contractor's covenants under this Section shall survive the expiration or termination of this Contract.

(d) Records. Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information relating to the Work, as required by City. Contractor shall maintain adequate records on services provided in sufficient detail to permit an evaluation of the Work. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, Contractor shall provide access to such books and records to City, and shall give City the right to examine and audit such books and records, and shall allow inspection of all work, data, documents, proceedings and activities related to this Contract upon reasonable written notice.

(e) Conflicts of Interest. Contractor shall comply with all applicable federal, state and local conflict of Interest laws, including the Political Reform Act (California Gov. Code, § 81000 et seq.) and California Government Code Section 1090, in connection with entering into and performing the Work contemplated by this Contract. Contractor shall not be financially interested in any contract or subcontract entered into by Contractor with any third-party in connection with completing any portion of the Work or performing this Contract. During the term of this Contract, Contractor may perform similar services for other clients, but Contractor and its officers, employees, associates and subconsultants shall not, without the City Manager's prior written approval, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor, or one of its officers, employees, associates or subconsultants, to abstain from a decision under this Contract pursuant to a conflict of interest statute. In compliance with the Levine Act (California Government Code section 84308), Contractor represents and warrants that: (a) neither Contractor nor any agent on behalf of Contractor has made any campaign contributions of more than $250 to any member of the City Council in the one year preceding the Effective Date of this Contract; and (b) neither Contractor nor any agent on behalf of Contractor will make any campaign contribution of more than $250 to any member of the City Council within twelve (12) months after the date this Contract is approved by the City Council.

(f) Non-Discrimination. In performing this Contract, Contractor shall not engage in, nor shall it permit its agents to engage in, discrimination in employment of persons because of their race, religion,

color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the California Government Code.

(g) Occupational Safety and Health. The parties hereto agree to notify each other immediately upon becoming aware of any alleged violation of, the Occupational Safety and Health Act (OSHA) relating in any way to the project or project site.

(h) Ownership and Use of Drawings, Data, Reports and Other Documents

(i) Except as expressly provided in this Contract, City will not acquire, by virtue of this Contract, any rights or interest in any formulas, patterns, devices, software, inventions or processes, copyrights, patents, trade secrets, other intellectual property rights, or similar items of property which are or may be used in connection with the Work. Contractor will own all inventions, improvements, technical data, models, processes, methods, and information and all other work products developed or used in connection with the Work, including all intellectual property rights therein.

(ii) Solely in connection with the Project, Contractor grants to City a limited, perpetual, royalty-free, non-transferrable license for any Contractor intellectual property rights necessary for City to operate, maintain, and repair any modifications or additions to Project, or equipment delivered, as a part of the Work.

(iii) All data, reports, proposals, plans, specifications, flow sheets, drawings, and other products of the Work (the "**Instruments of Service**") furnished directly or indirectly, in writing or otherwise, to City by Contractor under this Contract will remain Contractor's property and may be used by City only for the Work. Contractor will be deemed the author and City of such Instruments of Service and will retain all common law, statutory and other reserved rights, including copyrights. The Instruments of Service may not be used by City or any City Person for future additions or alterations to the Project or for other projects, without the prior written agreement of Contractor. Any unauthorized use of the Instruments of Service will be at City's sole risk and without liability to Contractor. If City uses the Instruments of Service for implementation purposes, including additions to or completion of the Project, without the written permission of Contractor, City agrees to waive and release, defend, and indemnify and hold harmless, Contractor, its subcontractors, and their directors, employees, subcontractors, and agents from any and all claims or losses associated with or resulting from such use.

(iv) If any materials or information provided by Contractor to City under this Contract are designated by Contractor as a "trade secret" or otherwise exempt from disclosure under the California Public Records Act (the "Act") and if a third party makes a request for disclosure of the materials under the Act, as soon as practical (but not later than ten (10) calendar days) after receipt of such request, City will notify Contractor of such request and advise Contractor whether City believes that there is a reasonable possibility that the materials may not be exempt from disclosure. Contractor may seek to enjoin City from disclosing the information requested through a court of competent of jurisdiction.

(i) Royalties and Patents. The Contractor shall pay all royalties and license fees incurred by Contractor in performing the Work of this Contract. Contractor shall defend suits or claims of infringement of patent rights brought by a party other than City and shall hold the City harmless and indemnify them from loss on account thereof.

(j) Assignment of Antitrust Claims. Pursuant to California Government Code section 4552, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act, (15 U.S.C.

§ 15) or under the Cartwright Act (Chapter 2 [commencing with § 16700] of Part 2 of Division 7 of the Bus. & Prof. Code), arising from the purchase of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the Parties.

(k) Audit. Contractor's agreements, contracts, subcontracts, books, records, and files associated with the Project shall be subject to audit and examination under California Government Code section 8546.7 and any amendments thereto for a period of four (4) years following Final Completion and will exclude information that is proprietary and confidential unless required to be disclosed as a condition of funding, by law or by court order.

(*l*) Waiver. No delay or omission to exercise any right, power or remedy accruing to City or Contractor under this Contract shall impair any right, power or remedy, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver by City or Contractor of any breach, any failure of a condition, or any right or remedy under this Contract shall be: (1) effective unless it is in writing and signed by the Party making the waiver; (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy; or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

(m) Accomplishment of Work. Contractor shall commence, carry on and complete its assignments with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry and applicable professional standards.

(n) Compliance With Laws. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances that are applicable to Contractor, this Contract, or the Work.

(o) Third Party Beneficiaries. The Parties hereto do not intend to create any rights for, or grant any remedies to, any third-party beneficiary of this Contract.

(p) Governing Law**.** The terms and conditions of this Contract shall be governed by the laws of the State of California without regard to conflicts of law principles.

(q) Cost of Litigation. If any legal action is necessary to interpret or enforce any provision of this Contract or for damages by reason of an alleged breach or failure to perform any provisions of this Contract, each Party shall pay for and bear the cost of its own attorneys' fees, costs, and expenses. .

(r) Severability. If a court of competent jurisdiction shall hold any provision of the Contract Documents invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof.

(s) Notices and Filings. Any notices or filings required to be given or made under this Contract shall be served, given, or made in writing upon the City or Contractor, as the case may be, by personal delivery or commercial overnight courier (with a copy sent via email) to the respective addresses given below, or at such address as such Party may provide in writing from time to time.

City:

with a copy to:

Contractor:

with a copy to:

(t) Binding Effect. Contractor, by execution of this Contract, acknowledges that Contractor has read this Contract and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract Documents shall inure to the benefit of and shall be binding upon the Contractor and the City and their respective successors and assign.

(u) Amendments. The terms of the Contract Documents shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except by written agreement signed by the parties and approved or ratified by the City's governing body.

(v) Headings. The captions or headings in this Contract are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Contract

(w) Execution in Counterparts. This Contract may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Contract.

(x) Attachments Incorporated All Recitals, Contract Documents, and Attachments to this Contract are hereby incorporated into the Contract by this reference as if set forth in full. The Attachments to this Contract are as follows:

Attachment 1 – Site Map
Attachment 2 – Scope of Work
Attachment 3 - Schedule of Values
Attachment 4 – Subcontractor Listing
Attachment 5 – Project Schedule
Attachment 6 - Form of Payment Bond and Performance Bond
Attachment 7 - Contractor Lien Release Forms
Attachment 8 - Community Workforce Agreement

(y) Entire Agreement. This Contract, and all incorporated Attachments, recitals and documents, including, but not limited to the Contract Documents, constitute the entire agreement between the Parties, and supersedes any prior or contemporaneous agreement between the Parties, oral or written, including the City's award of the Project to Contractor, unless such agreement is expressly incorporated herein. The City makes no representations or warranties, express or implied, not specified in the Contract Documents. The Contract Documents are intended as the complete and exclusive statement of the parties' agreement pursuant to California Code of Civil Procedure section 1856.

(z) Execution, Correlation, and Intent. The Contract Documents are complementary and are intended to include all items required for the proper execution and completion of the Work. Any item of Work mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be provided by Contractor as if shown or mentioned in both.

(aa) Conflict in Terms. The several instruments forming part of this Contract are to be taken as mutually explanatory of one another. Each and every provision of law required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either Party the Contract shall be amended in writing to make such insertion or correction.

(bb) Successors And Assigns. The City and the Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other Party hereto and to partners, successors, assigns, and legal representatives of such other Party in respect to covenants, agreements, and obligations contained in the Contract Documents. Consistent with subsection (dd) below, neither Party to the Contract shall assign the Contract as a whole or in part without written consent of the other. If either Party attempts to make such an assignment without such consent, that Party shall nevertheless remain legally responsible for all obligations under this Contract. Notwithstanding the foregoing, Contractor may, without City's consent, but with written notice to City, assign this Contract to any Affiliate of Contractor.

(cc) Rights and Remedies. Except as otherwise provided for in this Contract, Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

(dd) Prohibition Against Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for City to enter into this Contract. Except with consent as provided for in subsection (bb) above, neither this Contract nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City, which may be approved or denied in the sole and independent judgment of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Contract shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

(ee) Execution of Other Documents. The parties to this Contract shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract Documents.

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Contract effective as of the date first above written.

[signatures on following page]

PLACEHOLDER FOR SIGNATURE PAGE

Attachment 1 –
Site Map



LEGEND:

PROJECT LOCATION

N

City of BUENA PARK

DEPARTMENT OF PUBLIC WORKS

PEAK PARK ASPHALT PUMP TRACK

LOCATION MAP

EXHIBIT NO.

A

DRAWN BY: AH

DATE: 08/19/2025

E:\Projects\Parks\Active\Peak Park Pump Track\Exhibit\CAD\ModelFiles\Exhibit.dwg

Attachment 2
Scope of Work

PROJECT DESCRIPTION: The Project is an asphalt pump track to be located within an undeveloped space at William Peak Park (7225 El Dorado Dr, Buena Park, CA 90620). The footprint of the project is approximately 36,000-SF and depicted in Attachment 1, and the Project involves various improvements, including, but not limited to, design and construction of a complete and fully functional asphalt pump track, surface re-grading, landscaping, relocation of irrigation lines; and other incidentals as necessary to complete the Project in its entirety. The Contractor will provide design and provide options of alternative amenities and cost estimates for each alternative that may be included with the Project design, with the maximum budget and compensation to be paid hereunder being $800,000 in consideration for delivery of the turnkey Project, including all design, construction, construction engineering, and contingencies.

TASK 1.0 – DESIGN DEVELOPMENT PHASE

1.1 Kickoff Meeting. Meet with project team to review design objectives, budget, schedule, site confirmation, and additional details as needed. Kickoff meeting to include City project team, contractor, and relevant subcontractor(s) with topics including but not limited to:

1.1.1 Project team roles and resources to leverage

1.1.2 Current project goals and strategic outcomes

1.1.3 Design and permitting requirements

1.1.4 Site constraints and opportunities

1.1.5 Project stakeholders and community engagement strategies

1.1.6 Branding and theming

1.1.7 Project roadmap and commitments to next actions

1.2 Project Coordination. Contractor shall coordinate major design requests and changes with the City, impacted governmental agencies or utilities, and constituents that may provide design input, suggestions or restrictions for the project. Design may be altered through coordination efforts.

1.3 Site Evaluation

1.3.1 Review proposed site for opportunities, constraints, access locations, spectator viewing, drainage considerations, and supporting amenities as needed. Contractor to perform formal site evaluation and collect site information from the project team and engineering partners.

1.3.2 Site evaluation will focus on optimizing the design to the site requirements to identify cost savings, minimize future revisions to project plans, and ensuring all opportunities and constraints into consideration.

1.3.3 Physically walking the site, taking photos, and gathering notes, and perform a photogrammetry drone survey. Drone scan to incorporate a ground control unit to geospatially locate design to ensure AutoCAD design is accurate to the site.

1.3.4 Design to incorporating Trimble technology: a technology firm that creates software and on-site tools to help design and construction firms improve productivity, quality, safety, and sustainability. To serve as a checkpoint throughout design and construction process.

1.3.5 Weather conditions and weather patterns experienced by the site will be analyzed and incorporated into design. Site evaluation to include analysis of weather trends and wind and sun directions for optimal riding orientation.

1.3.6 Perform due diligence research to support project completion, including existing drainage conditions, grading, traffic issues, coordination and necessary engineering site visits Identify existing utilities on contract drawings and perform potholing for existing utilities potentially affected by proposed improvements.

1.3.7 Prepare a Stormwater Pollution Prevention Plan (SWPPP) and/or Water Quality Management Plan (WQMP), if applicable, and incorporate all necessary temporary and permanent storm water quality control measures.

1.4 Preliminary Concept

1.4.1 Utilize images captured from our drone scans of site ensure project is positioned properly within the site.

1.4.2 Develop and outline approach for any landscaping, shade, site furnishings, lighting, and other supporting features or amenities to ensure components (as needed) are accounted for within the site plan and project concepts.

1.4.3 Work collaboratively with City to develop project footprint and ensure amenities are complementary.

1.4.4 Develop preliminary concept and cost options.

1.4.5 Provide preliminary concept and cost options to project team for review and comment.

1.4.6 Receive comments from project team for integration into refined concept.

1.4.7 Design of pump track to be in compliance with regulations and standards with the Union Cycliste Internationale (UCI), as City intends to have the ability to host sanctioned races with the pump track.

1.4.8 Project to include features such as site amenities, grading, landscaping, irrigation, and any other elements directed by City. Options and cost for different site amenities shall be developed for selection by City.

1.4.9 30% conceptual site drawings to include three (3) options of pump track design.

1.5 Refined Concept

1.5.1 Refine preliminary concept and cost options.

1.5.2 Design samples to begin with bubble diagrams and progress to detailed top view concepts.

1.5.3 After completing top view concepts, progress to detailed 2D design and 3D renderings. Leverage Trimble Site Vision technology to provide an augmented reality of the bike park allowing visualization of all zones and features in the field.

1.5.4 Use programs like Sketchup, Trimble Stratus Propeller, and Site Vision, together with drone scans, to transition concepts to the site and utilize the grade changes and positioning of the various site constraints to accurately place each project element.

1.5.5 Provide refined concept and cost options to project team for review and comment.

1.5.6 Plans must include, without limitation, site amenities, grading, landscaping, irrigation, and any other elements needed to complete the 100% bid-ready PS&E package. Options and cost for different site amenities shall be developed for selection by City.

1.5.7 Receive comments from project team for integration into final concept.

1.6 Final Concept

1.6.1 Present final concept and cost estimate to project team for review and approval.
1.6.2 Provide final design project deliverables upon Approval

1.7 Task 1.0 Deliverables

1.7.1 Site Evaluation Report.

1.7.2 List of standard and non-standard design features

1.7.3 Final Concept.

1.7.4 Cost Estimate.

TASK 2.0 - CONSTRUCTION DRAWINGS

2.1 Existing Conditions/Demo Plan

2.1.1 Show relevant existing site amenities and identify items to be marked for removal or salvage

2.1.2 Identify items/materials/vegetation to be removed or salvaged by keynote referenced on legend.

2.2 Site Plan/Layout Plan: Provide location of park perimeter and pump track elements using horizontal coordinate curve data and/or horizontal dimensioning.

2.3 Grading & Drainage/Utility Plan

2.3.1 Show vertical spot elevations of park surfaces and adjacent park elements.

2.3.2 Location and sizing of necessary drainage structures, sizing and location of pipe daylight, invert and finish grades of drains.

2.4 Sections/ Elevation Plan

2.4.1 Show vertical relations of park perimeter to adjacent grades, berms, buffers & landscaping areas

2.4.2 Provide keynote legend depicting section cuts in plan view

2.5 Construction Details

2.5.1 Provide sufficient construction detailing for the construction of the park

2.5.2 Provide all proposed manufactures details / specifications

2.6 Specifications

2.6.1 Provide CSI (Construction Specification Institute) format specifications for all park items

2.7 Review Period

2.7.1 Submit construction drawings & specifications at 30%, 60%, 90%, and 100% design -intervals.

2.7.2 Address & correct any redline drawings and specification comments from Client review

2.8 Task 2.0 Deliverables:

2.8.1 One (1) set of Final reproducible drawings sent electronically to Owner

2.8.2 One (1) set of construction specifications in the CSI format as amended by Owner sent electronically to Owner

2.8.3 Final GMAX Price and Schedule of Values for Construction Work

TASK 3.0 – ASPHALT PUMP TRACK CONSTRUCTION PHASE

3.1. Construction Kickoff Meeting. Contractor will host a construction kickoff meeting with the relevant city project team members to review and confirm, among other things: key team members, mobilization plan, scheduling & sequencing plan, construction staging areas, etc.

3.2. Regular Progress Meetings. As the project progresses through construction, Contractor will meet with the project team regularly to ensure project is on schedule and budget.

3.3. City Responsibilities. City shall provide Contractor with the following to during the construction phase:

3.3.1. Sufficient water and electrical power within 100 feet of work areas.

3.3.2. Unobstructed, safe, and continuous access to work area with heavy equipment and all- weather roads for heavy equipment.

3.4. Turkey Construction Services. Contractor to provide any and all materials, supplies, labor, and materials necessary to construction and deliver a turnkey completed project that is consistent with the final construction drawings, plans and specifications. Contractor's work includes but is not limited to the following:

3.4.1. All labor, construction project management, supplies, tools, materials, and equipment required to build the project per final design documents.

3.4.2. Progressive Bike Ramp (PBR) Sustainable Bike Features: project to incorporate prefabricated purpose-built features specifically for bikes to minimize maintenance provide a progressive riding experience.

3.4.2.1. PBR products to be engineered and fabricated at Consultant headquarters and include galvanized steel framework with a cedar plank riding surface.

3.4.2.2. Planks to be bolted to the framework from the back, providing faster and free riding surface.

3.4.3. Earthmoving techniques

3.4.4. Pour and finish asphalt.

3.4.5. Landscaping and amenities within project site as specified in final design.

3.4.6. Site staking and layout.

3.4.7. Cutting and shaping grades within pump track footprint.

3.4.8. Fine grading.

3.4.9. Payment and performance bonds.

3.4.10. Sales taxes.

3.4.11. Construction documents and/or as-builts.

3.5. Exclusions from Work: Contractor's scope of work shall not include, and expressly excludes, all of the following, each of which may be added Change Order:

3.5.1. Toxic or hazardous material handling or removal.

Task 3.0 Deliverables: Fully constructed turnkey asphalt pump track and associated on-site improvements and amenities that is consistent with the Project depicted in the final drawings, plans and specifications.

Attachment 3 –
Schedule of Values (Design)*

Project Budget

PEAK PARK ASPHALT PUMP TRACK
BUENA PARK, CA
Contractor: American Ramp Co.

AMERICAN RAMP COMPANY

Fee Proposal 17-Oct-25

TASK NUMBER	DESCRIPTION	Design Manager	Design Coordinator	Lead Pump Track Designer	Designer/CAD Manager	Design Engineer	Action Sports Dev. Specialist	LABOR TOTAL	TOTAL BY TASK
		$175.00	$75.00	$125.00	$100.00	$175.00	$100.00		
TASK 1	**Project Start Up & Concept Refinement**								
	Project Start Up Meeting	2	2	2	2	2	2	$1,500.00	
	Biweekly Meetings							$0.00	
	Review Site Reports	2		4	4	4		$1,950.00	
	HOURS SUBTOTAL	4	2	6	6	6	2	26	
	COST SUBTOTAL	$700.00	$150.00	$750.00	$600.00	$1,050.00	$200.00	$3,450.00	
								TASK 1	$3,450.00
TASK 2	**Schematic Design (30% Canceptual Plan)**								
	Biweekly Meetings	3	3	3	3	3	3	$2,250.00	
	Preliminary Schematic Design and Cost Estimate	1	1	24	16	0	0	$4,850.00	
	Revisions	1	1	8	4	0	0	$1,650.00	
	HOURS SUBTOTAL	5	5	35	23	3	3	74	
	COST SUBTOTAL	$875.00	$375.00	$4,375.00	$2,300.00	$525.00	$300.00	$8,750.00	
								TASK 2	$8,750.00
TASK 3	**Design Development (60% Construction Documents)**								
	Biweekly Meetings	4	4	4	4	4	4	$3,000.00	
	Pump Track Engineered Plans	4	4	0	0	40	0	$8,000.00	
	Details and Specifications	0	0	0	0	16	0	$2,800.00	
	60% Submittal Package with Cost Estimate	8	0	1	0	4	4	$2,625.00	
	HOURS SUBTOTAL	16	8	5	4	64	8	105	
	COST SUBTOTAL	$2,800.00	$600.00	$625.00	$400.00	$11,200.00	$800.00	$16,425.00	
								TASK 3	$16,425.00
TASK 4	**Construction Documents 90% and 100%**								
	Biweekly Meetings	4	4	4	4	4	4	$3,000.00	
	Revsions Based on Feedback from 60% Submittal	2	2	2	0	8	0	$2,150.00	
	Pump Track Engineered Plans	0	0	0	0	16	0	$2,800.00	
	Details and Specifications	0	0	0	0	16	0	$2,800.00	
	90% Submittal Package with Cost Estimate	4	0	0	0	2	2	$1,250.00	
	Revisions Based on Feedback from 90% Submittal	1	1	0	0	8	0	$1,650.00	
	Stamping and Sealing of Documents	0	0	0	0	0	0	$5,000.00	
	100% Submittal Package with Cost Estimate	4	0	0	0	2	2	$1,250.00	
	HOURS SUBTOTAL	15	7	6	4	56	8	96	
	COST SUBTOTAL	$2,625.00	$525.00	$750.00	$400.00	$9,800.00	$800.00	$19,900.00	
								TASK 4	$19,900.00
	Project Summary								
	TOTAL HOURS	40	22	52	37	129	21		301
	SUBTOTAL FEE	$7,000.00	$1,650.00	$6,500.00	$3,700.00	$22,575.00	$2,100.00		$48,525.00

Construction Cost: $751,475.00
Construction of an asphalt pump track typically takes 4 - 6 weeks and requires 6 - 8 crew members. Upon completion of design, we can provide a final breakdown of crew hours.

* Schedule of Values for Construction to be Finalized Before Commencement of Work

Attachment 4 –
Subcontractor Listing and Registration

As of March 1, 2015 Contractors (and sub-contractors) wishing to perform work on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at:
https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total GMAX or $10,000 (whichever is greater). **Photocopy this form for additional firms.**

Subcontractor Name and Location	Description of Work	Subcontract Amount	% of Total Contract Price	Contractor License Number & DIR Reg Number
				License No. DIR No.

Attachment 5 –
Project Schedule

The project schedule is based on date of issuance of the Notice to Proceed. Any delay in issuance of the Notice to Proceed shall move the start of construction date back by the number of days equal to the delay with all other deadlines remain unchanged but recalculated from the actual Notice to Proceed date.

Task	**Deadline**	**Phase**
Notice to Proceed ("NP")	TBD	85 total design days
Project Kickoff Meeting	NP + 7 calendar days	
Site Visit & Drone Survey	NP + 14 calendar days	
30% Conceptual Design Plan	NP + 40 calendar days	
60% PS&E Submittal	NP + 70 calendar days	
100% (Final) Contract PS&E (Bid Set)	NP + 85 calendar days	
Construction Mobilization	NP + 100 calendar days	50 total construction days
Substantial Completion	NP + 130 calendar days	
Walk Through & Punch List	NP + 140 calendar days	
Project Completion	NP + 150 calendar days	

Attachment 6 –
Form of Payment Bond and Performance Bond

Bond No. _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Buena Park ("Public Agency"), State of California, has awarded to _____

_____

_____("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as follows:

PEAK PARK ASPHALT PUMP TRACK
(Project Name)

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment Bond with the Public Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

_____

_____
(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of _____

_____

Dollars ($_____), and not less than 100% of total contract amount. Lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint

labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the plans and Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its	Its
By: _____	By: _____
Its	Its
(Seal)	*(Seal)*

Note: *This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT.* Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

Bond No. _____

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Buena Park ("Public Agency"), has awarded to _____

_____ ("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as follows:

PEAK PARK ASPHALT PUMP TRACK

(Project name)

which is hereby referred to and made a part hereof; and

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

_____,

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of _____

_____

Dollars ($_____), this amount being not less than 100% of the total Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Public Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statute of limitations as it applies to an action on this Bond.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or of the Work to be performed thereunder or the plans and specifications accompanying the same shall in anywise affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the specifications. Surety hereby waives the provisions of California Civil Code

Sections 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its	Its
By: _____	By: _____
Its	Its
(Seal)	*(Seal)*

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

Attachment 7 –
Contractor Lien Release Forms

A. Conditional Waiver and Release upon Progress Payment. *Use this form when the claimant is required to sign a waiver and release in exchange for, or in order to, induce a progress payment, and the claimant has not yet been paid. This form is useful when the claimant is not yet paid, but will be paid out of a progress payment that is not the final payment. This conditional waiver and release is only effective if the claimant is actually paid. This release does not cover all items.*

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
City: _____
Through Date: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____
Amount of Check: $ _____
Check Payable to: _____

Exceptions

This document does not affect any of the following:

(1) Retentions.
(2) Extras for which the claimant has not received payment.
(3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:
(4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Date(s) of waiver and release: _____
Amount(s) of unpaid progress payment(s): $_____

Signatures

Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____

B. Unconditional Waiver and Release upon Progress Payment. *Use this form when the claimant is required to sign a waiver and release in exchange for, or in order to, induce a progress payment, and the claimant asserts in the waiver that he or she has received the progress payment. This release does not cover all items.*

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
City: _____
Through Date: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below.

The claimant has received the following progress payment: $ _____

Exceptions

This document does not affect any of the following:

(1) Retentions.
(2) Extras for which the claimant has not received payment.
(3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signatures

Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____

C. Conditional Waiver and Release upon Final Payment. *Use this form when the claimant is required to sign a waiver and release in exchange for, or in order to, induce a final payment, and the claimant has not yet been paid. This release is only binding if there is evidence of payment to the claimant. Evidence of payment may be demonstrated by: (a) The claimant's endorsement on a single check or a joint check that has been paid by the bank upon which it was drawn; or (b) Written acknowledgment of payment given by the claimant*.

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
City: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____
Amount of Check: $ _____
Check Payable to: _____

Exceptions

This document does not affect any of the following:

Disputed claims for extras in the amount of: $_____

Signatures

Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____

D. Unconditional Waiver and Release upon Final Payment. *Use this form when the claimant is required to sign a waiver and release in exchange for, or in order to, induce a final payment and the claimant asserts in the waiver that he or she has received the final payment.*

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
City: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions

This document does not affect the following:

Disputed claims for extras in the amount of: $ _____

Signatures

Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____

Attachment 8
Community Workforce Agreement

[attached behind this page]



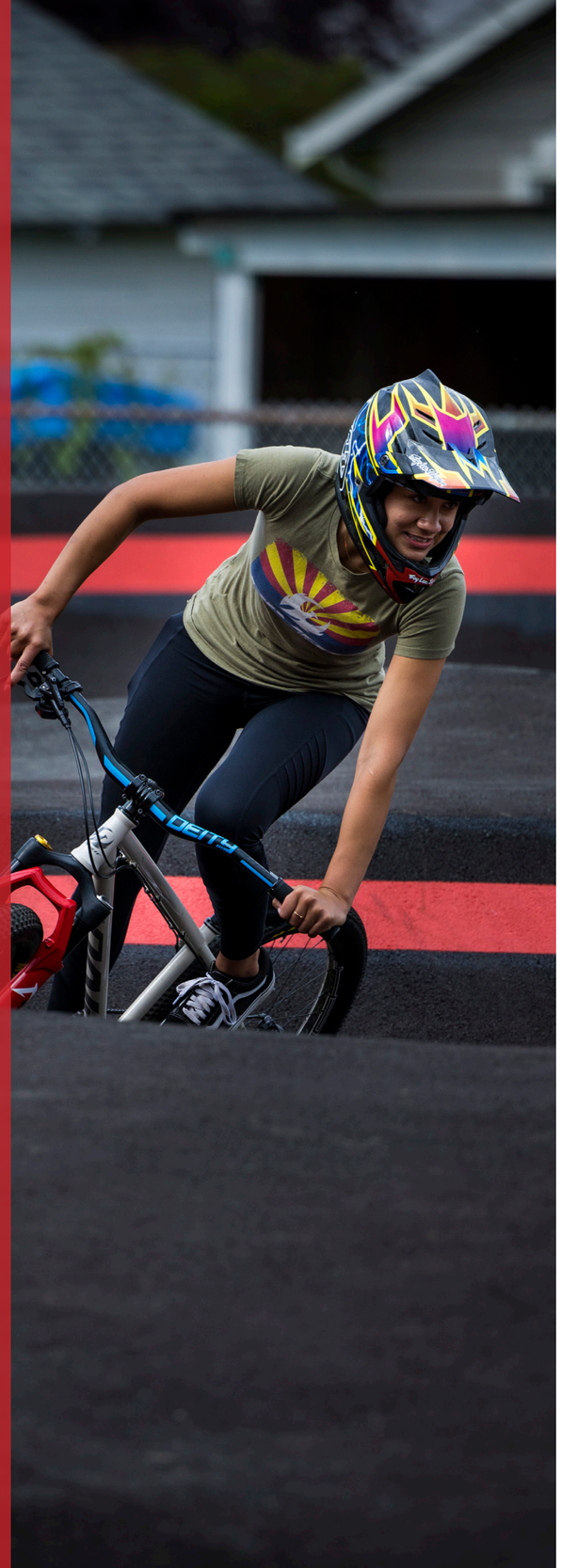
AMERICAN RAMP COMPANY

REQUEST FOR PROPOSAL
PEAK PARK ASPHALT PUMP TRACK | DESIGN-BUILD

CITY OF BUENA PARK, CA

Contents

Cover Letter	3
Scope of Work	4
Warranty	8
Organization Chart	9
Project Team	10
References	14
Velosolutions/UCI Information	20
Schedule	22



Cover Letter

American Ramp Company (ARC) has reviewed the original RFP documents and looks forward to performing the design, engineering and construction services required for your UCI eligible asphalt pump track.

I had the privilege of touring the site with city staff a few years ago when the pump track was just an idea and not yet a reality. With the existing amenities located in Peak Park, and the proximity to the Boys and Girls Club, I am confident this pump track will be a huge success for the city and the community.

With more than 25 years of experience in the action sports industry, ARC understands the importance of designing pump tracks that foster a safe environment, are engineered to stand the test of time, and include features that all users and all skill levels can enjoy. Our goal is to give your users a space to progress in their skill and connect with their fellow riders.

As outlined below, you can be confident that ARC is the best fit for this project.

Bike Park Leaders - Since 1998, ARC has been the industry trendsetter, constantly looking for ways to improve and innovate action sports parks. Our Velosolutions team invented the hard surface pump track and has built more than 100 tracks in the United States. Furthermore, our team has designed and built every pump track used in past and current UCI sanctioned pump track world championship races.

Construction Driven Approach - As a full-service design and build company, ARC designs pump tracks with construction in mind. With this firsthand construction knowledge, we have a unique understanding of how the park should be developed. This, coupled with our Trimble drone technology used during the design phase, ensures our team is considering all the variables that could lead to project delays during construction. Furthermore, this knowledge gives us a true understanding of project costs, resulting in an accurate estimate.

In this proposal, you will find a description of our firm's qualifications and references showcasing our ability to design a custom park which reflects your priorities. Thank you for considering our team as the designer and builder of this facility. We hope to partner with you to provide an iconic pump track in Buena Park.

Regards,

Maddie Ferson
Action Sports Development Specialist
mferson@americanrampcompany.com
417-206-6816
americanrampcompany.com

John Hunter
CEO/President
john@americanrampcompany.com
417-206-6816
americanrampcompany.com

Proud Member:
PTBA
Professional Trail Builders Association

Scope of Work



PROJECT APPROACH

In the following pages, we will outline our approach to developing this facility based on best practices and lessons learned from previous projects. The intent of this section is to serve as a road map for how the Peak Park pump track will go from a concept to reality; however, we understand that this will be a collaborative approach with the city's project team; therefore the approach will be dialed in during our kickoff and strategy sessions.

PROJECT TEAM KICKOFF

Upon project award, ARC will schedule a formal kickoff meeting with the city's project team and additional relevant project partners; this meeting will typically take place virtually to keep schedules moving. Based on our experience, this is the most important meeting for the project as it will give our teams the space to capture and align on:

- Project team roles and resources to leverage
- Current project goals and strategic outcomes
- Design and permitting requirements
- Site constraints and opportunities
- Project stakeholders and community engagement strategies
- Branding and theming
- Project roadmap and commitments to next actions

Facilitated well, this meeting will ultimately ensure we are a cohesive team committed to developing this world class facility.

SITE REVIEW AND EVALUATION

After kicking off the project, our team will begin performing a formal site evaluation and collecting site information from the project team and engineering partners. This site evaluation will focus on optimizing the design to the site requirements. By performing an extensive site evaluation early on we will save money, minimize future revisions, and ensure we are taking all opportunities and constraints into consideration.



In addition to physically walking the site, taking photos, and gathering notes, we will also perform a photogrammetry drone survey. Unlike a basic drone scan, we have gone a step further and incorporate a ground control unit into our scan. By using a ground control unit, we are able to geospatially locate our design ensuring what we are designing in AutoCAD is accurate to the site. It is critical we are able to get the most accurate information during the evaluation phase and ensure that our design will fit as intended on the site. ARC is the only action sports company incorporating Trimble technology into our designs, and we even have a Trimble expert on our team ensuring our scans are accurate before we begin designing. Trimble is a technology firm that creates software and on-site tools to help design and construction firms improve productivity, quality, safety, and sustainability.

Not only does this technology set us up for success from the beginning, but it also serves as a checkpoint throughout the whole design process and even during construction.

We understand that weather conditions are an important factor to consider while developing this park. We want to work with your weather patterns, not against them. During the site evaluation phase, our team will analyze weather trends and wind and sun directions for optimal riding orientation. We believe when projects are planned well, they are executed well. While we cannot eliminate every variable that will come up on a project like this, our extensive analysis phase allows us to account for potential issues and eliminate them before they occur.

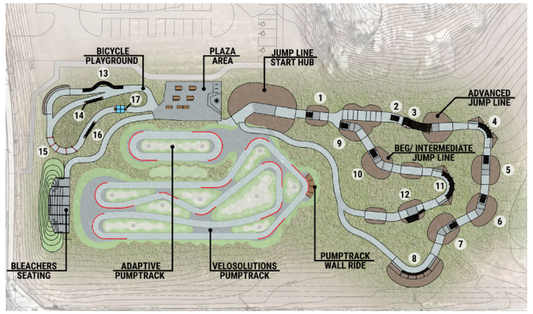
CONCEPTUAL DESIGN

Once our team has completed the site evaluation, we have the necessary parameters to produce your bike park concepts. We utilize the images captured from our drone scans of the space to make sure the pump track is positioned properly within the site. We will work closely with the city's project team as we begin to outline the pump track and ensure that all amenities complement one another. We will also develop and outline an approach with the team for any landscaping, shade, site furnishings, lighting, and other supporting features to make sure these components (as needed) are accounted for within the site plan and concepts.

As the conceptual design phase progresses, the design samples will begin with bubble diagrams then move to more detailed top view concepts. Once the project team is satisfied with the top view concepts, our team will begin working on more detailed 2D designs as well as 3D renderings. In addition to the renderings, we can leverage our Trimble Site Vision technology to provide an augmented reality of the bike park allowing you to visualize all the zones and features in the field. With this state-of-the-art technology, we can view the design of the pump track and surrounding site with high accuracy. Using programs like Sketchup, Trimble Stratus Propeller, and Site Vision, coupled with the drones scans we took during the site review, we are able to seamlessly transition our concepts to your site and utilize the grade changes and positioning of the various constraints to accurately place each element.

CONSTRUCTION/ENGINEERED PLANS

As outlined in the RFP, our team will prepare 30%, 60%, 90%, and 100% design drawings. With Professional Landscape Architects and Professional Engineers on our design team, we can comply with all city and state requirements. Should stamping need to be provided, we have the capability to provide those services as well.



TURNKEY CONSTRUCTION SERVICES

Once we move into the construction phase of the project, ARC will host an additional kickoff meeting with the relevant city project team members. The format is similar to the initial kickoff, but we will use this meeting to review and confirm items like: key team members, mobilization plan, scheduling & sequencing plan, construction staging areas, etc. As the project progresses through construction, ARC will meet with the project team regularly to ensure we are on time and on budget.

ARC's specialized divisions constructed more than 500 bike parks ranging from tiny dirt pump tracks to giant hard-surface bike parks. Each of our teams specializes in a unique aspect of the construction process.

For example, our Velosolutions crew has built more than 100 asphalt pump tracks in the USA while our Action Sports Construction team has unmatched experience sculpting dirt features and jumps. ARC's Progressive Bike Ramp division manufactures and installs state of the art sustainable bike features (many that have been included in the most famous bike parks in the country). We will tap into the unique expertise within each of our divisions to assemble the most qualified and experienced group of builders for your world-class bike park.

Scope of Work

PBR SUSTAINABLE BIKE FEATURES

Another important consideration of hard surface pump tracks is the inclusion of prefabricated purpose-built features specifically for bikes. Not only do these features help minimize maintenance in the park, they also provide a progressive riding experience. Progressive Bike Ramps (PBR) is ARC's sustainable line of bike features and is considered the leader in pre-engineered features for sustainable bike parks and pump tracks. These products are engineered and fabricated in our headquarters facility and include galvanized steel framework with a cedar plank riding surface.



In addition to the premium material used to make these features, the planks are bolted to the framework from the back, which provides a fastener free riding surface. This approach ensures bolts do not come loose and creates a hazard or puncture a tire. An additional benefit to ARC producing these features in house is we can provide factory direct pricing on these products, again allowing us to maximize your budget wherever we can.

BRANDING & GRAND OPENING

While it is important to create a park for your local community, facilities like these tend to draw a regional or even national audience. The best way to reach potential users is to market your park using various media platforms. As mentioned earlier, ARC has an in-house group of artists and marketing professionals who specialize in developing unique brands and marketing packages for action sports parks.

Assuming the city wanted to move forward with this unique branding opportunity, our Spoke and Wheel team would first host a discovery meeting with your project team to discuss your themes, color schemes, and the ultimate goals and desires for the park. From there our team will create multiple custom logos for your team to review. Similar to the bike park design, the logo will go through multiple revisions until we land on one you like. Once the logo is finalized, we will look at unique ways to incorporate it into the bike park.

Once the bike park construction is complete, our marketing team will also attend your grand opening to film the events of the day and complete interviews with the project team and users. At these grand opening events, we can supply ARC swag or have swag made with your newly fashioned bike park logo. You can see more on this in the ParkID section later in this proposal.

ASPHALT PUMP TRACK DESIGN AND CONSTRUCTION

TASK 1.0 – DESIGN DEVELOPMENT PHASE

1.1 Kickoff and Site Review
- Meet with project team to review design objectives, budget, schedule, site confirmation, and additional details as needed.
- Review proposed site for opportunities, constraints, access locations, spectator viewing, drainage considerations, and supporting amenities as needed.

1.2 Preliminary Concept
- Develop preliminary concept and cost opinion.
- Provide preliminary concept and cost opinion to project team for review and comment.
- Receive comments from project team for integration into refined concept.

1.3 Refined Concept
- Refine preliminary concept and cost opinion.
- Provide refined concept and cost opinion to project team for review and comment.
- Receive comments from project team for integration into final concept.

1.4 Final Concept
- Present final concept and cost estimate to project team for review and approval.
- Provide final design project deliverables upon approval.

Task 1.0 Deliverables:
- Site Evaluation Report.
- Final Concept.
- Cost Estimate.

TASK 2.0 - CONSTRUCTION DRAWINGS

2.1 Existing Conditions/Demo Plan
- Show relevant existing site amenities and identify items to be marked for removal or salvage
- Identify items/materials/vegetation to be removed or salvaged by keynote referenced on legend

2.2 Site Plan/Layout Plan
- Provide location of park perimeter and pump track elements using horizontal coordinate curve data and/or horizontal dimensioning.

2.3 Grading & Drainage/Utility Plan
- Show vertical spot elevations of park surfaces and adjacent park elements.
- Location and sizing of necessary drainage structures, sizing and location of pipe daylight, invert and finish grades of drains.

2.4 Sections/ Elevation Plan
- Show vertical relations of park perimeter to adjacent grades, berms, buffers & landscaping areas
- Provide keynote legend depicting section cuts in plan view

2.5 Construction Details
- Provide sufficient construction detailing for the construction of the park
- Provide all proposed manufactures details / specifications

2.6 Specifications
- Provide CSI (Construction Specification Institute) format specifications for all park items

2.7 Review Period
- Submit construction drawings & specifications
- Address & correct any redline drawings and specification comments from Client review

Task 2.0 Deliverables:
- One (1) set of Final reproducible drawings sent electronically to Owner
- One (1) set of construction specifications in the CSI format as amended by Owner sent electronically to Owner

TASK 3.0 – ASPHALT PUMP TRACK CONSTRUCTION PHASE

3.1 Customer Provides*:
- Sufficient water and electrical power within 100 feet of work areas.
- Unobstructed, safe, and continuous access to work area with heavy equipment and all-weather roads for heavy equipment.

3.2 Includes*:
- All labor, construction project management, supplies, tools, materials, and equipment required to build park per final design documents.
- Earthmoving techniques.
- Pour and finish asphalt.
- Landscaping within asphalt pump track as specified in final design.
- Site staking and layout.
- Cutting and shaping grades within pump track footprint.
- Fine grading.
- Payment and performance bonds.
- Sales taxes.
- Construction documents and/or as-builts.

3.3 Excludes*:
- Any work not specifically indicated above.
- Utility, mechanical, electrical, plumbing work, relocation or repairs of any kind.
- Toxic or hazardous material handling or removal.
- Dewatering, street cleaning, and traffic control.
- Removal and/or replanting of any trees or shrubs or protection of trees and shrubs.
- Site testing and inspections.
- Permits, fees, and/or engineering and stamping.
- Fencing of any kind.
- Sidewalks/walkways and site amenities of any kind.

*All items above can be provided for an additional fee.

Task 3.0 Deliverables:
- Fully constructed asphalt pump track.

Warranty

VELOSOLUTIONS WARRANTY

ASPHALT PUMP TRACK: 1 YEAR LIMITED ON ALL ASPHALT SURFACES
Begins on the date of final project delivery or when the on-site work is complete, under the condition that the Velosolutions Asphalt Pump track has no defect in material and/or workmanship. Warranty items covered include:

- Asphalt surface failure due to ineffective subgrade compaction.
- Surface cracking greater than the width of two quarters.

Should purchaser believe American Ramp Company has failed to meet the terms of this warranty, they shall notify American Ramp Company, and American Ramp Company shall, at its sole discretion, repair or provide replacement parts. This warranty is exclusive and is in lieu of all other warranties, whether expressed, implied, or statutory.

EXCEPTIONS TO WARRANTY
Asphalt by its inherent characteristics develop hairline checks, cracks, discolor, and stain, and therefore will not be covered by this warranty except when such checks or cracks exceed the thickness of two quarters. Damage caused by surface or subterranean drainage under or around said asphalt or earth fill movement or expansive soil, explosions, wrecking, and the like. Damage caused by improper landscape drainage (not performed by American Ramp Company), stopped up drain, excessive humidity, or motorized vehicular traffic on asphalt surface. Damage caused by premature use of the asphalt surface by foot traffic, furniture, equipment, or vehicles. Repairs required by normal wear, neglect, abuse, accident, vandalism, use of products other than the intended purpose, and acts of nature or God are not warrantied. The warranty does not cover any modifications, additions, or changes to the Velosolutions Asphalt Pump track unless approved in writing by American Ramp Company.

DISCLAIMER OF CONSEQUENTIAL DAMAGES
American Ramp Company shall not be held liable to purchaser, purchaser's customers, or other users of the product, or to anyone else for incidental, consequential or any other direct loss or damage or for lost profits or revenues of any kind, arising out of this agreement, whether in any action for or arising out of breach of contract, tort, fraud, or otherwise.

Velosolutions Asphalt Pump track surfaces should be inspected regularly by purchaser to ensure that it is safe and in good repair. Should the purchaser neglect any suggested maintenance, this warranty is rendered invalid. Purchaser assumes all liability for site location and any and all problems resulting from such placement (noise, vandalism, traffic, etc.).

Velosolutions

Organization Chart



	John Hunter	Cole Beckham	Megan Bradley	Charles O'Donnell	Claudio Caluori	Josh Quade	Alex Fowler	Trent Walters
Design Kickoff		x	x					
Project Site Visit		x	x	x				
30% Concepts	x	x	x	x	x			x
60% CDs		x	x	x				x
90% CDs		x	x	x				x
100% CDs	x	x	x	x	x	x	x	x
Construction Kickoff		x	x			x	x	
Construction Management	x					x	x	x

Project Team



CEO

Focused on the development of spaces that get more people excited about action sports, John has led the creative direction of countless project and product launches. Over the years John has contributed to publications and been a speaker at recreation conferences throughout the country. His development of the Bicycle Playground concept has led to the creation of a new type of facility that acts as an easy first step for any community looking to invest in cycling infrastructure.

Relevant Experience

- Avid Mountain Biker since 2009
- Over 15 years of experience developing parks & recreation infrastructure
- Actively working with Strider Sports to launch bike programs for public schools
- Helped develop hundreds of skate and bike park projects around the world
- Shaping the next generation of bikers by establishing Bicycle Playgrounds
- All Kids Bike Supporter



DIRECTOR OF DESIGN & PLANNING

Born and raised in the Midwest, Cole's love of bikes started at an early age. As Northwest Arkansas began to focus on bike development through the Walton Foundation, he began to realize that his passion could become more than just something to do for fun.

Since joining the ARC team, Cole's meticulous attention to detail, creative inspiration, and focus on inclusion has led to hundreds of successful projects spread across the continent. With a background in digital design, he has the unique ability to give life to ideas through conceptual art. Cole plays a critical role in ARC's commitment to setting the industry standard for bike park design and construction.

Relevant Experience

- Degree in Computer Science - Northeastern Oklahoma
- Community bike advocate
- Enduro racer
- BMX rider

Notable Projects

- Cliffs Bike Park - Cleveland, OH
- Dayton Bike Yard - Dayton, OH
- Berthoud Bike Park - Berthoud, CO
- Centennial Park Bike Park - West Valley City, UT
- San Clemente Pump Track - San Clemente, CA
- - Moreno Valley, CA
- Chico Bike Park - Chico, CA
- Oceanside, CA



LEAD BIKE DESIGNER & PRO RIDER

Claudio Caluori founded Velosolutions because cycling–in any form–has always been a big part of his life. The sport has taken Claudio to many places around the world, both as a professional racer and a track builder. He has learned many life lessons along the way and has experienced first-hand how pump tracks positively change lives for every community in which Velosolutions works. From Roma in Lesotho through Aranyaprathet in Thailand, all the way to Zurich and New York City– Claudio has seen pump tracks bring people into sports and bring people together.

Relevant Experience

- Seven-time Swiss National Champion
- Former World Cup Racer
- Owner of Gstaad-Scott mountain bike racing team
- Decades of experience in the cycling industry
- Responsible for over 100 Velosolutions pump tracks around the world with their exclusive asphalt technique
- Announcer for Red Bull Crashed Ice and Mountain Bike World Cup Series

Notable Projects

- Cliffs Bike Park, Cleveland OH
- Dayton Bike Yard, Dayton OH
- Berthoud Bike Park, Berthoud CO
- Gale Webb Action Sports Park, Menifee CA
- Centennial Park Bike Park, West Valley City UT
- Temecula, CA
- Inglewood, CA
- San Clemente, CA
- Moreno Valley, CA
- Menifee, CA



DIR. CONTINUOUS IMPROVEMENTS

Combining his passion for mountain biking (27+ years) with a mechanical engineering background (Purdue University), Trent leverages his expertise in helping to develop exceptional bike parks. With 23 years of experience designing construction technology products, he utilizes technology to optimize every stage of bike park development. A strong advocate for rider experience, Trent champions standardized features for consistency, while also advocating for best practices in custom new features. His dedication extends beyond design, having served 5 years on the Miami Valley Mountain Bike Association board and 3 years as a liaison for the Ohio Mountain Bike Alliance.

Relevant Experience

- Mountain biker since 1997
- 27 years designing technology products for the construction industry
- 5 years Miami Valley Mountain Bike Association (MVMBA) board
- 3 years Ohio Mountain Bike Alliance (OMBA) club liaison

Notable Projects

- Cliffs Bike Park, Cleveland OH
- Dayton Bike Yard, Dayton OH
- Arvada Bike Park Design, Arvada CO
- Cone Park Bike Park, Sioux City IA
- Chico, CA
- Moreno Valley, CA

Project Team



MEGAN BRADLEY

LANDSCAPE & BIKE PARK DESIGNER

Professional Landscape Architect, CA 7110

Megan brings a unique collection of experience and knowledge to our team. She is a National Champion Mountain Biker with a degree in Landscape Architecture and California resident. Megan will be a critical player in the overall layout and integration of any biking component of this project from both a rider perspective but also as a Landscape Professional. Working with both our professional Skate and Bike consultants and the broader project team, Megan will work to maximize the positive impact this facility brings to the community while minimizing the impact to the environment. Megan is also passionate about creating opportunities to bring more people to mountain biking and helping to diversify the sport.

Relevant Experience

- Champion Mountain Bicyclist since 2014
- Rider since 2008
- Master of Landscape Architecture, Berkeley
- Action sports park designer since 2018
- Female Athlete of the Year: University of California, Berkeley 2016
- Mountain Bike Rider of the Year: Interbike International Bike Expo 2016
- National Champion Cat 1 MX Mountain Biking: Mammoth, CA 2016
- Omnium Champion: WCCC Mountain Bike Series 2014, 2105, 2016, 2017
- Extensive experience in GIS, Rhino, AutoCAD, Photoshop, Illustrator, & InDesign

Notable Projects

- Cliffs Bike Park, Cleveland OH
- Dayton Bike Yard, Dayton OH
- Berthoud Bike Park, Berthoud CO
- Gale Webb Action Sports Park, Menifee CA
- Centennial Park Bike Park, West Valley City UT
- Moreno Valley, CA
- Chico, CA
- Temecula, CA
- Redlands, CA



CHARLES O'DONNELL, PE

CIVIL ENGINEER

Registered Professional Engineer - Civil, CA 92195, 2020

Charles currently lives in California but began his career interning with American Ramp Company in 2015 while completing his degree at the University of Toledo. He has been involved in numerous projects over the years including parks, schools, roadways, and residential projects. Charles has found success working within a dynamic multi-discipline team that delivers quality assured designs. His passion for landscape design and experience in action sports development make him a key component of our team.

Relevant Experience

- Landscape Designer – Schmidt Design Group (San Diego, CA)
- Supported all phases of design production from schematic design to construction documents.
- Created high quality graphics using AutoCAD and Photoshop
- Estimated quantities and costs for a variety of different landscape projects.
- Civil Associate II – Michael Baker International (Carlsbad, CA)
- Designed and created complete sets of skatepark, bike park, and roadway construction documents.
- Collaborated with Clients to achieve their goals on time and within budget.
- Created cost estimates and technical specifications for park and roadway projects.
- Associate Designer – Site Design Group (Carlsbad, CA)
- Created complete sets of skatepark and bike park construction documents and technical specifications.
- Designed and rendered using SketchUp and Lumion
- Estimated quantities and costs for skatepark and bike park projects.



JOSH QUADE

CONSTRUCTION PROJECT MANAGER

Josh Quade is a systems extraordinaire project manager and a huge asset to ARC's operations team. Josh has personally managed millions of dollars in public action sports development projects and in his role at ARC he is the director of the team that leads all project installation and construction delivery. Josh has a master's degree from Lincoln University in organizational leadership.

Relevant Experience

- Action sports construction delivery and project management
- Subcontractor management and team coordination
- Contract management
- Construction scheduling and sequencing
- Construction value engineering
- Team building and leadership

Notable Projects

- Cliffs Bike Park, Cleveland OH
- Dayton Bike Yard, Dayton OH
- Berthoud Bike Park, Berthoud CO
- Gale Webb Action Sports Park, Menifee CA
- Centennial Park Bike Park, West Valley City UT
- San Clemente, CA
- Moreno Valley, CA
- Corcoran, CA
- Chico, CA



ALEX FOWLER

ACTION SPORTS DESIGNER & BUILDER

Alex grew up racing and riding bikes. He would later go on to spend a decade traveling the world on the pro BMX race circuit. His goal is to bring cycling closer to every community and he is willing to go to great lengths to ensure that everyone has a safe place to ride locally. He's proud to call California home, graduating from the California State University at Monterey Bay with a Bachelor of Arts degree in Communications & Sport Management. For several years he worked on many of the UCI BMX Supercross tracks, as well as the BMX course used in the Rio 2016, Olympic games.

Relevant Experience

- Professional BMX rider since 2009
- Professional designer & builder since 2010
- Designed & built elite level competition venues, mountain bike parks & pump tracks around the world
- BS Degree in Communications & Sport Management, California State University
- Extensive experience on heavy equipment in building parks & supervising crews

Notable Projects & Partners

- Cliffs Bike Park, Cleveland OH
- Dayton Bike Yard, Dayton OH
- Berthoud Bike Park, Berthoud CO
- Gale Webb Action Sports Park, Menifee CA
- Centennial Park Bike Park, West Valley City UT
- Temecula, CA
- Thousand Oaks, CA
- Perris, CA
- Rio 2016 Olympic BMX course
- Largest BMX track in the US
- US Olympic training center
- Sea Otter Classic
- Google
- Subaru
- Fox
- Specialized Bicycles

References







SAN CLEMENTE PUMP TRACK

SAN CLEMENTE, CA

In late 2024, ARC was contracted to design and build this 15,000 square foot pump track facility. Featuring a main track and a beginner track, this pump track is the first of its kind to be constructed in Orange County. Funded by private, non profit, and public partners, this community driven San Clemente pump track officially opened in April, 2025.

Completed: 2025

Contact:
Samantha Wylie
Beaches, Parks & Recreation Director
wylies@san-clemente.org
949-429-8875









GALE WEBB ACTION SPORTS PARK

MENIFEE, CA

ARC worked with the City of Menifee on design and construction of a full bicycle park built on a 6-acre plot of land. Through this effort we were able to engage the community and really get them something for all riders. Included in the park is a large 22,000 sf pump track, a large jump line section with varying levels of difficulty, a bicycle playground area, and a skills trail loop. From initial conception in 2019 to a completed park in 2022 we were able to work with the city throughout the process. Beyond just doing the design and construction, our creative team, Spoke & Wheel, also branded and did a video shoot for the city at their grand opening.

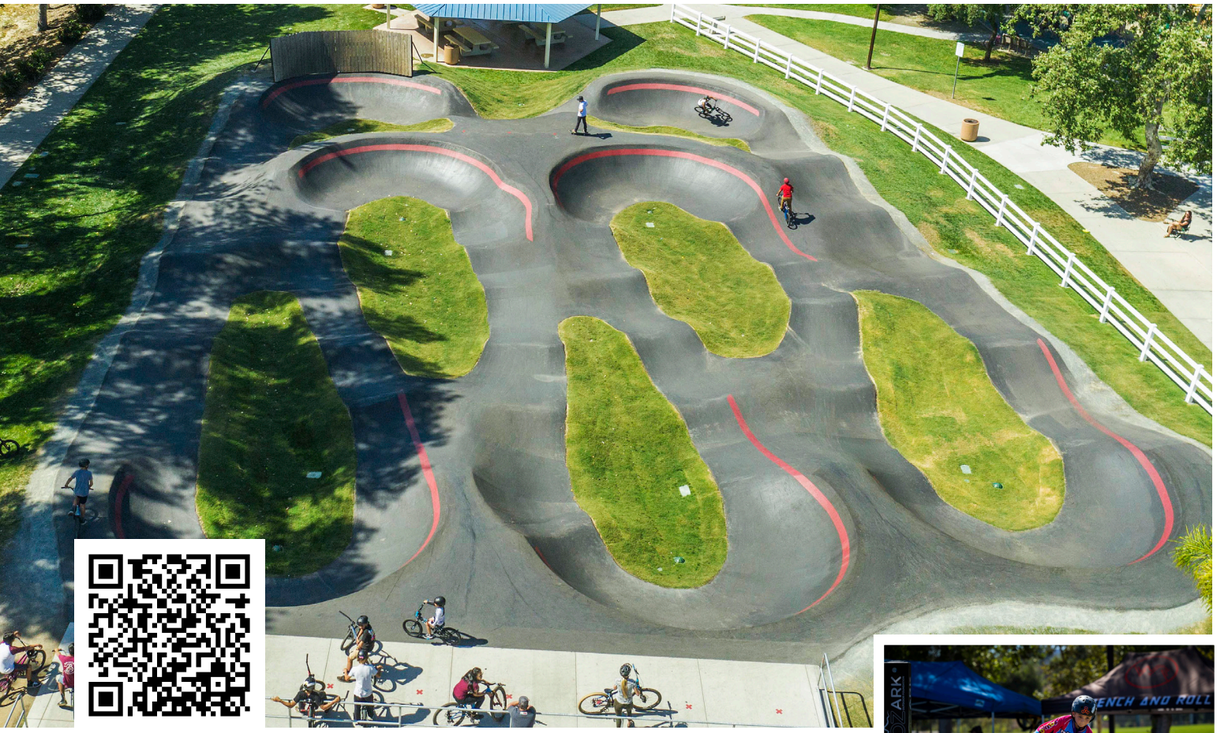
Completed: 2022

Contact:
Bryce Howell
City Project Manager
bhowell@cityofmenifee.us
951.723.3752

award of excellence winner
cprs
california park & recreation society



References









RONALD REAGAN SPORTS PARK

TEMECULA, CA

The City of Temecula has several beautiful parks in the city. We were very excited to hear they were planning to put a pump track in one of their parks next to their older skatepark. This park was designed by Alex Fowler before he started working for us and towards the summer of 2019, we were hired to construct it! This track is 15,000 sf and has a wall ride on one of the berms. At the Grand Opening around 1000 people were in attendance and the following three years, we constructed 3 more tracks for the city.

Completed: 2019

Contact:
Nino Abad
City Engineer
nino.abad@temeculaca.gov
951.365.8482







THE LOOP PUMP TRACK

CORCORAN, CA

The city wanted something in their parks system to really put them on the map. They nailed it when they put this massive 440,000 sf pump track in their newest park. This pump track was designed and constructed by our VVelosolutions Team as part of a larger park project. We worked with the general contractor A&M to bring this park to life. This track is presently the largest track in the United States and tied for the largest in North America.

Completed: 2023

Contact:
Javier Andrade
Engineer
javier@am-engr.com
559.429.4747



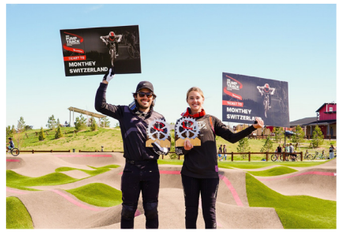
References



REVOLUTION PUMP TRACK ERIE, CO

Our Placer.ai data show that 3,800 people attended the pump track qualifier at Erie Community Park on May 3, 2025. Based on regional tourism benchmarks, we estimate that 60 percent of attendees were local residents spending about $30 each, 35 percent were day trippers spending roughly $101 each, and 5 percent were overnight visitors spending approximately $580 each. These spending patterns translate into $313,000 in direct visitor expenditures flowing into Erie's businesses, restaurants, and lodging partners. Outdoor recreation studies indicate that every visitor dollar typically multiplies 1.3 to 1.6 times as it circulates through the local economy. ***Using that range, the event generated between $407,000 and $501,000 in total economic output.***





-Luke Bolinger, Director of Parks and Recreation for the Town of Erie Colorado

Completed: 2022

Contact:
Luke Bolinger
Director of Parks & Recreation
Town of Erie, Colorado
303-926-2796





PARIS PUMP TRACK PARIS, TX

The small town of Paris is making a big impact with their destination pump track. This bike park has been referenced by riders from all over the state and drawing riders from the Dallas area on a weekly basis. Paris has hosted a UCI qualifying stop every year for both the national and international qualifiers. This is a favored track by many and its inclusion of a beginner track makes room for all ages and skill levels. And it's the only pump track in the US where you can see the Eiffel Tower!





Completed: 2021

Contact:
Bill Loranger
Asst. Public Works Dir - Park Superintendent
903-784-9252
bloranger@paristexas.gov



Velosolutions
Pumptracks & Bike Parks

December 19th 2022 - Velosolutions and UCI

Dear Sir or Madam,

Velosolutions has partnered with the Union Cycliste Internationale (UCI) to bring you the UCI Pump Track World Championships.

All Qualifier Events and the World Championship must be held exclusively on Velosolutions asphalt pump tracks. Velosolutions was selected as the sole designer and builder of host tracks due to the extensive history of over 500 successful asphalt pump tracks across the world.

Only owners of a Velosolutions pump track have the opportunity to apply for an official Qualifier Event or the World Final of the UCI Pump Track World Championships.

You can find the official announcement about the partnership between UCI and Velosolutions in the enclosed press release.

Kind regards,

Christoph Müller
Managing Director

YEAR	LOCATION
2024	Erlangen, Germany WORLD FINAL
2024	Suizhou, China
2024	Monthey, Switzerland
2024	Sicamous (BC), Canada
2024	Havelock North, New Zealand
2024	Dungog, Australia
2024	Hvidovre (Copenhagen) Denmark
2024	Yantai, China
2024	Otrokovice, Czechia
2024	Košice, Slovakia
2024	Sugarla
2024	Ainsa, Spain
2024	Aigle, Switzerland
2024	Sepheo, Lesotho
2024	Genk, Belgium
2023	Erlangen, Germany WORLD FINAL
2023	LCQ Neuquen, Argentina
2023	Mont Saint Anne, Canada
2023	Christchurch, New Zealand
2023	Sugarland, TX
2023	Baldone, Latvia
2023	Heipark Tosovice, Czech Republic
2023	France
2023	Isaberg, Sweden
2023	Thal, Switzerland
2023	Shenyang, China
2023	Lisbon, Portugal
2023	Santiago, Chile
2023	Italy
2023	Saint-Laurent de la Salanque, France
2023	Hawick, Scotland
2023	Middelkerke, Belgium
2023	Fussen, Germany
2023	Deqing, China
2023	Paris, TX
2022	Santa Fe (Santiago), Chile WORLD FINAL
2022	Gisborne, New Zealand
2022	Roma, Lesotho

YEAR	LOCATION
2022	Lisbon, Portugal
2022	Heipark Tosovice, Czech Republic
2022	Canada
2022	Harstad, Norway
2022	Einghoven, Netherlands
2022	La Neuveville, Switzerland
2022	St. Charle
2022	Berlin, Germany
2022	Are, Sweden
2022	Canada West, Langford
2022	Pa
2022	Edinburgh, UK
2022	Genk, Belgium
2022	Ainsa, Spain
2022	Gast
2022	Ponte Buggianese, Italy
2022	Bariloche, Argentina
2021	Lisbon, Portugal WORLD FINAL
2021	Edinburgh, Scotland
2021	Harstad, Norway
2021	Schupfheim, Switzerland
2021	Jossefors, Sweden
2021	Eindhoven, Netherlands
2021	Leogang, Austria
2021	Brussels, Belgium
2021	Fukushima, Japan
2021	Berlin, Germany
2021	Orivesi, Finland
2021	St. Charles, MO
2021	Kazan, Russia
2021	Gambetolla, Italy
2021	Beijing, China
2021	Paris, TX
2021	Genk, Belgium
2021	Mt. Gambier, Australia
2021	Springdale, AR
2021	Gaston, NC
2021	Deqing, China

YEAR	LOCATION
2021	Durban, South Africa
2021	Cambridge, New Zealand
2021	Bariloche, Argentina
2020	Leogang, Austria WORLD FINAL
2020	Lisbon, Portugese
2020	Biberach, Germany
2020	Cambridge, New Zealand
2020	Roma, Latvia
2020	Harstad, Norway
2020	Gast
2020	Roosendaal, Netherlands
2020	Alytus, Lithuania
2020	Uxbridge, Ontario, Canada
2020	Kazan, Russia
2020	Jarvso, Scandinavia
2020	Schupfheim, Switzerland
2020	Nanaimo, Canada
2020	Gambettola, Italy
2020	Genk, Belgium
2020	Ensenada, Chile
2020	Chiloeches, Spain
2020	Springdale, AR
2020	Deqing, China
2020	Lyon, France
2020	New Zealand
2020	Fujairah, UAE
2020	Lumela, Lesotho
2020	Mount Gambier, Australia
2020	Bariloche, Argentina
2019	Koniz-Oberried, Switzerland (Bern) 1ST UCI RED BULL WORLDS
2019	Lyon, France
2019	Russia
2019	Glasgow, UK
2019	Leogang, Austria
2019	Roosendaal, Netherlands
2019	Fujairah, UAE
2019	Gaston, NC
2019	Pretoria, South Africa

UCI

Red Bull PUMP TRACK WORLD CHAMPIONSHIP

USA PUMP TRACK CHAMPIONSHIPS

Red Bull UCI PUMP TRACK WORLD CHAMPIONSHIPS QUALIFIER

Schedule

AWARD PROFESSIONAL SERVICES AGREEMENT	November 11, 2025
PROJECT KICKOFF	November 17, 2025
SITE VISIT FOR DRONE SURVEY (IF NEEDED)	November 24, 2025
30 PERCENT CONCEPTUAL PLAN SUBMITTAL	December 31, 2025
60 PERCENT PS&E SUBMITTAL	January 30, 2026
90 PERCENT PS&E SUBMITTAL	February 13, 2026
100 PERCENT (FINAL) CONTRACT PS&E (BID SET)	February 27, 2026
CONSTRUCTION MOBILIZATION	March 9, 2026
SUBSTANTIAL COMPLETION	March 30, 2026
WALK THROUGH & PUNCH LIST	April 6, 2026
PROJECT COMPLETION	April 17, 2026

Disclaimer: This proposed project schedule is provided for general planning and coordination purposes. It represents our best estimate of key phases, milestones, and durations based on currently available information. Specific dates and sequencing may be adjusted as more detailed information becomes available during project kickoff and subsequent coordination with the project team and stakeholders.

Attachment B

DBE Questionnaire Form

DBE QUESTIONNAIRE FORM

Fill out all of the following information. Attach additional sheets if necessary.

(1) Contractor's Name: American Ramp Company

(2) If the Contractor's name is a fictitious name, who or what is the full name of the registered owner? If the Contractor's name is not a fictitious name, write "N/A" in the response to this question. If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement.

N/A

(3) Business Address: 601 S. McKinley Ave., Joplin, MO 64801

(4) Telephone: 417-206-6816 Facsimile: 417-206-6888

(5) Type of Firm – Individual, Partnership, LLC or Corporation: Corporation

(6) Corporation organized under the laws of the State of: Missouri

(7) California State Contractor's License Number and Class: 869556: A, B, C-61, D34

Original Date Issued: 12/15/2005 Expiration Date: 12/31/2025

(8) DIR Contractor Registration Number: 1000012376

(9) List the name and title of the person(s) who inspected the Project site for your firm: Madeline Ferson, Development Specialist

(10) [If applicable] List the name and title of the person(s) who attended the mandatory pre-Bid meeting for your firm, including the mandatory site visit (if any): No pre bid meeting was held

(11) Number of years' experience the company has as a contractor in construction work: 27

(12) List the names, titles, addresses and telephone numbers of all individuals, firm members, partners, joint venturers, and company or corporate officers having a principal interest in this Proposal:

John Hunter - President & CEO

James Moss - CFO

Nathan Bemo - Director

(13) List all current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this Proposal:

N/A

(14) List the dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this Proposal:

N/A

(15) For all arbitrations, lawsuits, settlements and the like (in or out of court) that the company or any principal having an interest in this Proposal has been involved with in the past five (5) years:

a. List the names, addresses and telephone numbers of contact persons for the parties:

N/A

b. Briefly summarize the parties' claims and defenses:

N/A

c. State the tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and the outcome:

N/A

(16) Has the company or any principal having an interest in this Proposal ever had a contract terminated by the owner or agency? If yes, note when and explain.

No

(17) Has the company or any principal having an interest in this Proposal ever failed to complete a project? If yes, note when and explain.

No

(18) Within the last five (5) years, has any officer or partner of Contractor's company ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation. No

(19) Has the company or any principal having an interest in this Proposal ever been terminated for cause, even if it was converted to a "termination of convenience"? If yes, note when and explain.

No

(20) Has the company or any principal having an interest in the Proposal ever been in default, debarred or suspended in any way? If yes, note when and explain.

No

(21) For projects that the company or any principal having an interest in this Proposal has been involved with in the last five (5) years, did you have any claims or actions:

a. By you against the owner? Circle one: Yes **No**

b. By the owner against you? Circle one: Yes **No**

c. By any outside agency or individual for labor compliance? Circle one: Yes **No**

d. By Subcontractors? Circle one: Yes **No**

e. Are any of these claims or actions unresolved or outstanding? Circle one: Yes **No**

If your answer is "yes" to any part or parts of this question, explain.

N/A

(22) List the last three (3) projects you have worked on or are currently working on for the City of Buena Park:

ARC contrated with the City of Buena Park for a modular pump track demo that took place in the summer of 2025

Upon request of the City, the Contractor shall furnish evidence showing a notarized financial statement, financial data, construction experience, or other additional information.

Failure to provide truthful answers to the questions above or in the following References Form may result in the Proposal being deemed non-responsive.

The Contractor certifies under penalty of perjury under the laws of the State of California that the information provided above is true and correct.

Notary Public

Subscribed and sworn to me: Charla Connell

Signature: Charla Connell

This 17 day of October, 2025

Title: Project Coordinator

Signature: Charla Connell

(SEAL)

CHARLA CONNELL
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES APRIL 28, 2029
JASPER COUNTY
COMMISSION #25075933

Company

Signature:

Title: President & CEO

Date: 10/17/2025

Signature:

Title: CFO

Date: 10/17/2025

Attachment C

DESIGNATION OF SUBCONTRACTORS

DESIGNATION OF SUBCONTRACTORS

[Public Contract Code Section 4104]

List all Subcontractors who will perform construction work or labor or render service to the Contractor in or about the construction of the work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half of one percent (0.5%) of the Contractor's total Proposal for construction work, in the case of Proposals or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent (0.5%) of the Contractor's total Proposal or $10,000, whichever is greater. If no subcontractor is specified for a portion of the construction work, or multiple subcontractors are specified for the same portion of construction work, then Contractor shall be deemed to have agreed that it is fully qualified to perform that construction work, and that it shall perform that portion itself.

If all Subcontractors do not fit on this page, attach another page listing all information for all other Subcontractors.

Name, Address, and Phone Number	Contractors State License Board (CSLB) License Number(s) and Class(es)	Department of Industrial Relations (DIR) Contractor Registration Number	Bid Item Number(s)	Type of Work (e.g., Electrical)	Total Amount of Bid Item(s)	Percentage of Total Bid (e.g., 10%)*
ARC will preform design and construction services for this project; speciality items that may require subcontractors cannot be identified until the design of the project is complete. Should ARC need to hire subcontractors, we will coordinate with the city for approval of all subcontractors.						
				TOTAL		

*The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

Attachment D

INDUSTRIAL SAFETY RECORD FORM

INDUSTRIAL SAFETY RECORD FORM

Contractor's Name American Ramp Company

	Current Year of Record	2024	2023	2022	2021	2020	Total
Number of contracts	275	350	384	459	371	265	2,104
Total dollar amount of contracts (in thousands of dollars)	34,947,581	55,253,594	61,217,510	42,879,891	26,455,669	12,450,483	233,204,728
Number of fatalities	0	0	0	0	0	0	0
Number of lost workday cases	2	1	1	2	1	2	9
Number of lost workday cases involving permanent transfer to another job or termination of employment	2	1	1	3	2	1	10

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury under the laws of the State of California that the information is true and accurate within the limitations of those records.

Signature:

Title: President & CEO

Date: 10/17/2025

Signature:

Title: CFO

Date: 10/17/2025

Attachment E

NONCOLLUSION DECLARATION FORM

NONCOLLUSION DECLARATION FORM
TO BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH PROPOSAL
[Public Contract Code Section 7106]

The undersigned declares:

I am the President/CEO of American Ramp Company, the party making the foregoing Proposal.

The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Proposal is genuine and not collusive or sham. The Contractor has not directly or indirectly induced or solicited any other Contractor to put in a false or sham Bid. The Contractor has not directly or indirectly colluded, conspired, connived, or agreed with any Contractor or anyone else to put in a sham Proposal, or to refrain from bidding. The Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Contractor or any other Contractor, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Contractor. All statements contained in the Proposal are true. The Contractor has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Proposal depository, or to any member or agent thereof, to effectuate a collusive or sham Proposal, and has not paid, and will not pay, any Person or entity for such purpose.

Any person executing this declaration on behalf of a Contractor that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Contractor.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 10/17/2025 [DATE], at Joplin [CITY], Missouri [STATE].

Signature:		Signature:	
Printed Name:	John Hunter	Printed Name:	James Moss
Title:	President/CEO	Title:	CFO
Date:	10/17/2025	Date:	10/17/2025

Attachment H

Letter of Assent

ATTACHMENT H – LETTER OF ASSENT

To be signed by all Contractors awarded work covered by the
Community Workforce Agreement prior to commencing work.

[Contractor's Letterhead]
City of Buena Park
6650 Beach Blvd.
Buena Park, CA 90621
Attn: CWA Administrator, Construction Services Division

Re: Community Workforce Agreement – Letter of Assent

Dear Sir:

This is to confirm that [name of company] agrees to be party to and bound by the City of Buena Park Community Workforce Agreement effective January 1, 2022, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely,

[Name of Construction Company]

By: [John Hunter, President & CEO] Name and Title of Authorized Executive

Contractor State License No.: 869556

Project Name: PEAK PARK ASPHALT PUMP TRACK DESIGN-BUILD

Signature:

[Copies of this letter must be submitted to the City and to the Council]

Project Budget

PEAK PARK ASPHALT PUMP TRACK
BUENA PARK, CA

Contractor: American Ramp Co.

AMERICAN RAMP COMPANY

Fee Proposal 17-Oct-25

TASK NUMBER	DESCRIPTION	Design Manager	Design Coordinator	Lead Pump Track Designer	Designer/CAD Manager	Design Engineer	Action Sports Dev. Specialist	LABOR TOTAL	TOTAL BY TASK
		$175.00	$75.00	$125.00	$100.00	$175.00	$100.00		
TASK 1	**Project Start Up & Concept Refinement**								
	Project Start Up Meeting	2	2	2	2	2	2	$1,500.00	
	Biweekly Meetings							$0.00	
	Review Site Reports	2		4	4	4		$1,950.00	
	HOURS SUBTOTAL	4	2	6	6	6	2	26	
	COST SUBTOTAL	$700.00	$150.00	$750.00	$600.00	$1,050.00	$200.00	$3,450.00	
								TASK 1	$3,450.00
TASK 2	**Schematic Design (30% Canceptual Plan)**								
	Biweekly Meetings	3	3	3	3	3	3	$2,250.00	
	Preliminary Schematic Design and Cost Estimate	1	1	24	16	0	0	$4,850.00	
	Revisions	1	1	8	4	0	0	$1,650.00	
	HOURS SUBTOTAL	5	5	35	23	3	3	74	
	COST SUBTOTAL	$875.00	$375.00	$4,375.00	$2,300.00	$525.00	$300.00	$8,750.00	
								TASK 2	$8,750.00
TASK 3	**Design Development (60% Construction Documents)**								
	Biweekly Meetings	4	4	4	4	4	4	$3,000.00	
	Pump Track Engineered Plans	4	4	0	0	40	0	$8,000.00	
	Details and Specifications	0	0	0	0	16	0	$2,800.00	
	60% Submittal Package with Cost Estimate	8	0	1	0	4	4	$2,625.00	
	HOURS SUBTOTAL	16	8	5	4	64	8	105	
	COST SUBTOTAL	$2,800.00	$600.00	$625.00	$400.00	$11,200.00	$800.00	$16,425.00	
								TASK 3	$16,425.00
TASK 4	**Construction Documents 90% and 100%**								
	Biweekly Meetings	4	4	4	4	4	4	$3,000.00	
	Revsions Based on Feedback from 60% Submittal	2	2	2	0	8	0	$2,150.00	
	Pump Track Engineered Plans	0	0	0	0	16	0	$2,800.00	
	Details and Specifications	0	0	0	0	16	0	$2,800.00	
	90% Submittal Package with Cost Estimate	4	0	0	0	2	2	$1,250.00	
	Revisions Based on Feedback from 90% Submittal	1	1	0	0	8	0	$1,650.00	
	Stamping and Sealing of Documents	0	0	0	0	0	0	$5,000.00	
	100% Submittal Package with Cost Estimate	4	0	0	0	2	2	$1,250.00	
	HOURS SUBTOTAL	15	7	6	4	56	8	96	
	COST SUBTOTAL	$2,625.00	$525.00	$750.00	$400.00	$9,800.00	$800.00	$19,900.00	
								TASK 4	$19,900.00
	Project Summary								
	TOTAL HOURS	40	22	52	37	129	21		301
	SUBTOTAL FEE	$7,000.00	$1,650.00	$6,500.00	$3,700.00	$22,575.00	$2,100.00		$48,525.00

Construction Cost: $751,475.00

Construction of an asphalt pump track typically takes 4 - 6 weeks and requires 6 - 8 crew members. Upon completion of design, we can provide a final breakdown of crew hours.

December 9, 2025
CONSENT CALENDAR
Item No. 5F.

City Council Agenda Report

BUDGET APPROPRIATION IN THE AMOUNT OF $65,250 FOR THE IMPLEMENTATION OF THE CENTRALIA SCHOOL DISTRICT EXPANDED LEARNING OPPORTUNITIES PROGRAM (ELOP)

PREPARED BY	PRESENTED BY
Connie Hurtado, Community Services Supervisor	Connie Hurtado, Community Services Supervisor
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Jim Box, Director of Community Services	Aaron France, City Manager

RECOMMENDED ACTION

Approve a budget allocation in the amount of $65,250 for FY 25-26 and FY 26-27 to implement the Centralia School District Expanded Learning Opportunities Program (ELOP).

PREVIOUS CITY COUNCIL ACTION

On July 25, 2023, City Council approved an agreement with the Savanna School District authorizing the City's participation in the WINGS Afterschool Program at Holder Elementary School.

On August 12, 2025, City Council approved moving forward with partnering with Centralia Elementary School District's Expanded Learning After School Program (ELOP).

On September 9, 2025, City Council approved the Agreement for Services with Centralia Elementary School District authorizing the City's involvement in the ELOP Program.

On October 28, 2025, City Council approved a Limited-Term, Full-Time Community Services Coordinator position to effectively manage the ELOP Program.

DISCUSSION

The Community Services Department is currently implementing and coordinating the growing Expanded Learning Opportunities Program (ELOP) in partnership with both the Savanna and Centralia Elementary School Districts. ELOP is a state-funded initiative that offers a wide range of enrichment opportunities for students in Transitional Kindergarten (TK) through sixth grade. Participants engage in activitites such as arts and crafts, coding, reading comprehension, assemblies, rallies, and various clubs - all designed to foster creativity, critical thinking, and social development.

In July 2022, the City entered into an agreement with the Savanna School District to participate in its afterschool program, WINGS (an acronym for Wonder, Inspire, Nurture, Grow, and Succeed), which operates as part of Savanna's ELOP programs. The program is held at Holder Elementary School, where the City provides recreational programming that includes instruction and supervision in athletic activities, games, crafts, and musical activitites.

Additionally, as of August 2025, the Community Services Department has been providing enrichment programming in sports, culinary arts, dance, and cheer across five schools within the Centralia Elementary School District. This collaboration supports the District's need for high-quality out-of-school activities as part of its ongoing ELOP implementation.

The expansion of ELOP programming to six school sites across two districts has greatly increased the demands of program coordination. To effectively manage this growth, a dedicated Community Services Coordinator is required to:

- Act as the primary liaison between the City and both School Districts by facilitating communication, addressing concerns, and collaborating on program planning, expectations, and adjustments
- Ensure that activities align with program goals, meet student needs, and follow established standards and expectations
- Provide direct oversight across all ELOP sites ensuring that activities align with program goals, meet student needs, and follow established standards and expectations
- Manage staffing, scheduling materials, and day-to-day operational needs to include coordinating resources and resolving on-site issues to ensure smooth and efficient program delivery.

Staff recommends that the City Council approve a budget appropriation in the amount of $65,250 from the undesignated General Fund balance to cover the cost of the position.

BUDGET IMPACT

The full cost for one Limited-Term, Full-Time Community Services Coordinator position is $141,000. Savanna and Centralia Elementary School Districts will reimburse the City a total cost of $75,766 for the position. Staff is requesting the City Council to approve a budget appropriation in the amount of $65,250 for FY 25-26 and FY 26-27 from the undesignated General Fund balance to the Recreation budget for full-Ttme salaries/benefits.

Funding Source	Cost
Savanna School District	$24,353
Centralia Elementary School District	$51,412
General Fund	$65,235
Total	**$141,000**

December 9, 2025
CONSENT CALENDAR
Item No. 5G.

City Council Agenda Report

RESOLUTION AUTHORIZING AND DIRECTING CERTAIN BANKS TO HONOR ALL CHECKS, DRAFTS, AND WARRANTS WHEN BEARING CERTAIN SIGNATURES AND FACSIMILE SIGNATURES OF CITY OFFICIALS AND RESCINDING ALL CONFLICTING RESOLUTIONS

PREPARED BY	PRESENTED BY
Sung Hyun, Director of Finance	Sung Hyun, Director of Finance
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Sung Hyun, Director of Finance	Aaron France, City Manager

RECOMMENDED ACTION

Adopt the resolution.

PREVIOUS CITY COUNCIL ACTION

None.

Attachments

mayor signature reso-city.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, AUTHORIZING AND DIRECTING CERTAIN BANKS TO HONOR ALL CHECKS, DRAFTS, AND WARRANTS WHEN BEARING CERTAIN SIGNATURES AND FACSIMILE SIGNATURES OF CITY OFFICIALS AND RESCINDING ALL CONFLICTING RESOLUTIONS.

WHEREAS, the City has certain Banks as depositories of City funds, and

WHEREAS, the City Council determines that it is necessary for the efficient administration of fiscal affairs of the City that this Resolution be passed and adopted.

NOW, THEREFORE, the City Council of the City of Buena Park does hereby resolve, determine, and order as follows:

Section 1: Each depository of the City of Buena Park, be and it is hereby requested, authorized, and directed to honor all checks, drafts, warrants or other orders for the payment of money drawn in the name of the City of Buena Park on all of its accounts when bearing or purporting to bear the manual or facsimile signature of Mayor _____ or Vice Mayor _____, plus the manual or facsimile signature of the Director of Finance.

Section 2: Said banks, including their correspondent banks, shall be entitled to honor and charge the City for all such checks, warrants, drafts or other orders for the payment of money, regardless of by whom or by what means the actual or purported facsimile signature or signatures thereon may have been affixed hereto, if such facsimile signature or signatures resemble the specimens filed with the said bank by the City Clerk of the City of Buena Park.

Section 3: All previous Resolutions authorizing the honoring of signatures and facsimile signatures of City officials other than those set forth in this Resolution are hereby rescinded.

PASSED AND ADOPTED this ____ day of _____ ____, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

I, Adria M. Jimenez, City Clerk of the City of Buena Park, California, hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park, held this _____ day of _____ _____.

_____
City Clerk

December 9, 2025
CONSENT CALENDAR
Item No. 5H.

City Council Agenda Report

RESOLUTION APPROVING THE MEASURE M2 EXPENDITURE REPORT FOR THE CITY OF BUENA PARK

PREPARED BY	PRESENTED BY
Sung Hyun, Director of Finance	Sung Hyun, Director of Finance
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Sung Hyun, Director of Finance	Aaron France, City Manager

RECOMMENDED ACTION

Adopt a resolution approving the annual Measure M2 Expenditure Report.

PREVIOUS CITY COUNCIL ACTION

None.

DISCUSSION

On November 7, 2006, voters approved a renewed Measure M, commonly referred to as M2, which is a 30-year program extension of the original Measure M (1991-2011) that funds countywide transportation facility and service improvements by a transactions and use tax of one-half of one percent (0.5%). M2 requires that each jurisdiction adopt an annual Expenditure Report to account for funds expended that satisfy the Measure M Maintenance of Effort requirement within six months of the jurisdiction's fiscal year end. By adopting this resolution, the City will be in compliance with this requirement.

BUDGET IMPACT

There is no budget impact by adopting this resolution.

Attachments

M2 Expenditure Report Att1of2 reso.pdf
M2 Expenditure Report Att2of2 report.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, CONCERNING THE MEASURE M2 (M2) EXPENDITURE REPORT FOR THE CITY OF BUENA PARK

WHEREAS, local jurisdictions are required to meet eligibility requirements and submit eligibility verification packages to the Orange County Transportation Authority (OCTA) in order to remain eligible to receive M2 funds; and

WHEREAS, local jurisdictions are required to adopt an annual M2 Expenditure Report as part of one of the eligibility requirements; and

WHEREAS, local jurisdictions are required to account for Net Revenues, developer/traffic impact fees, and funds expended by the local jurisdiction in the M2 Expenditure Report that satisfy the Maintenance of Effort requirements; and

WHEREAS, the M2 Expenditure Report shall include all Net Revenue fund balances, interest earned and expenditures identified by type and program or project; and

WHEREAS, the M2 Expenditure Report must be adopted and submitted to the OCTA each year within six months of the end of the local jurisdiction's fiscal year to be eligible to receive Net Revenues as part of M2.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Buena Park does hereby inform OCTA that:

a) The M2 Expenditure Report is in conformance with the template provided in the Measure M2 Eligibility Guidelines and accounts for Net Revenues including interest earned, expenditures during the fiscal year, and balances at the end of the fiscal year.

b) The M2 Expenditure Report is hereby adopted by the City of Buena Park.

c) The City of Buena Park Director of Finance is hereby authorized to sign and submit the M2 Expenditure Report to OCTA for the fiscal year ending June 30, 2025.

PASSED AND ADOPTED this 9th day of December 2025, by the following called vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

I, Adria M. Jimenez, MMC, City Clerk of the City of Buena Park, California, hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park, held this 9th day of December 2025.

_____
City Clerk

M2 Expenditure Report

Fiscal Year Ended June 30, 2025

Beginning and Ending Balances

	Description	Line No.	Amount	Interest
Balances at Beginning of Fiscal Year				
A-M	Freeway Projects	1	$ -	$ -
O	Regional Capacity Program (RCP)	2		$ -
P	Regional Traffic Signal Synchronization Program (RTSSP)	3		$ -
Q	Local Fair Share	4	$ 3,351,325.94	$ -
R	High Frequency Metrolink Service	5		$ -
S	Transit Extensions to Metrolink	6		$ -
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7		$ -
U	Senior Mobility Program or Senior Non-Emergency Medical Program	8	$ 39,099.56	$ -
V	Community Based Transit/Circulators	9		$ -
W	Safe Transit Stops	10		$ -
X	Environmental Cleanup Program (Water Quality)	11		$ -
	Other*	12		$ -
Balances at Beginning of Fiscal Year		13	$ 3,390,425.50	$ -
	Monies Made Available During Fiscal Year	14	$ -	$ 89,897.13
Total Monies Available (Sum Lines 13 & 14)		15	$ 3,390,425.50	$ 89,897.13
	Expenditures During Fiscal Year	16	$ 747,076.01	$ 89,897.13
Balances at End of Fiscal Year				
A-M	Freeway Projects	17	$ -	$ -
O	Regional Capacity Program (RCP)	18	$ -	$ -
P	Regional Traffic Signal Synchronization Program (RTSSP)	19	$ -	$ -
Q	Local Fair Share	20	$ 2,643,349.49	$ -
R	High Frequency Metrolink Service	21	$ -	$ -
S	Transit Extensions to Metrolink	22	$ -	$ -
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	23	$ -	$ -
U	Senior Mobility Program or Senior Non-Emergency Medical Program	24	$ -	$ -
V	Community Based Transit/Circulators	25	$ -	$ -
W	Safe Transit Stops	26	$ -	$ -
X	Environmental Cleanup Program (Water Quality)	27	$ -	$ -
	Other*	28	$ -	$ -

* Please provide a specific description

Line 4 LFS Beginning Balance adjustment:
The City received a $1,630 reimbursement of LFS funds from the Orange County Sanitation District for Sewer Manhole adj made in the Caballero Pavement Rehabilitation (Valley View to Regio) project expended in FY 23-24. Per OCTA direction we are reflecting the refund in the LFS beginning balance.

City of Buena Park

M2 Expenditure Report

Fiscal Year Ended June 30, 2025

Sources and Uses

Schedule 2

	Description	Line No.	Amount	Interest
Revenues:				
A-M	Freeway Projects	1	$ -	$ -
O	Regional Capacity Program (RCP)	2	$ -	$ -
P	Regional Traffic Signal Synchronization Program (RTSSP)	3	$ -	$ -
Q	Local Fair Share	4	$ -	$ 89,596.18
R	High Frequency Metrolink Service	5	$ -	$ -
S	Transit Extensions to Metrolink	6	$ -	$ -
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	$ -	$ -
U	Senior Mobility Program or Senior Non-Emergency Medical Program	8	$ -	$ 300.95
V	Community Based Transit/Circulators	9	$ -	$ -
W	Safe Transit Stops	10	$ -	$ -
X	Environmental Cleanup Program (Water Quality)	11	$ -	$ -
	Other*	12	$ -	$ -
TOTAL REVENUES (Sum lines 1 to 12)		13	$ -	$ 89,897.13
Expenditures:				
A-M	Freeway Projects	14	$ -	$ -
O	Regional Capacity Program (RCP)	15	$ -	$ -
P	Regional Traffic Signal Synchronization Program (RTSSP)	16	$ -	$ -
Q	Local Fair Share	17	$ 707,976.45	$ 89,596.18
R	High Frequency Metrolink Service	18	$ -	$ -
S	Transit Extensions to Metrolink	19	$ -	$ -
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	20	$ -	$ -
U	Senior Mobility Program or Senior Non-Emergency Medical Program	21	$ 39,099.56	$ 300.95
V	Community Based Transit/Circulators	22	$ -	$ -
W	Safe Transit Stops	23	$ -	$ -
X	Environmental Cleanup Program (Water Quality)	24	$ -	$ -
	Other*	25	$ -	$ -
TOTAL EXPENDITURES (Sum lines 14 to 25)		26	$ 747,076.01	$ 89,897.13
TOTAL BALANCE (Subtract line 26 from 13)		27	$ (747,076.01)	$ -

* Please provide a specific description

M2 Expenditure Report

Fiscal Year Ended June 30, 2025

Streets and Roads Detailed Use of Funds

Type of Expenditure	Line No.	MOE	Developer / Impact Fees+	O	O Interest	P	P Interest	Q	Q Interest	X	X Interest	Other M2[2]	Other M2 Interest	Other*	TOTAL
Indirect and/or Overhead	1	$ 611,606	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 611,606
Construction & Right-of-Way															
New Street Construction	2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Street Reconstruction	3a	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Street Reconstruction - Pavement	3b	$ 1,030,357.64	$ -	$ -	$ -	$ -	$ -	$ 707,976.45	$ 89,596.18	$ -	$ -	$ -	$ -	$ -	$ 1,827,930
Signals, Safety Devices, & Street Lights	4		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pedestrian Ways & Bikepaths	5	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Storm Drains	6	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Storm Damage	7a	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Storm Damage - Pavement	7b	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Construction[1] (Sum Lines 2 to 7b)	8	$ 1,030,357.64	$ -	$ -	$ -	$ -	$ -	$ 707,976.45	$ 89,596.18	$ -	$ -	$ -	$ -	$ -	$ 1,827,930
Right of Way Acquisition	9	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Construction & Right-of-Way (Sum Lines 8 & 9)	10	$ 1,030,357.64	$ -	$ -	$ -	$ -	$ -	$ 707,976.45	$ 89,596.18	$ -	$ -	$ -	$ -	$ -	$ 1,827,930
Maintenance															
Patching	11	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Overlay & Sealing	12	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Street Lights & Traffic Signals	13	$ 1,371,104.79	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,371,105
Storm Damage	14	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other Street Purpose Maintenance	15a	$ 1,019,266.02	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,019,266
Other Street Purpose Maintenance - Pavement	15b	$ 1,193,869.53	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,193,870
Total Maintenance[1] (Sum Lines 11 to 15b)	16	$ 3,584,240.34	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,584,240
Other	17		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 39,099.56	$ 300.95	$ -	$ 39,401
GRAND TOTALS (Sum Lines 1, 10, 16, 17)	18	$ 5,226,203.98	$ -	$ -	$ -	$ -	$ -	$ 707,976.45	$ 89,596.18	$ -	$ -	$ 39,099.56	$ 300.95	$ -	$ 6,063,177.12
Finance Director Confirmation	19	Any California State Constitution Article XIX streets and road eligible expenditure may be "counted" in local jurisdictions' calculation of MOE if the activity is supported (funded) by a local jurisdictions' discretionary funds (e.g. general fund). The California State Controller also provides useful information on Article XIX and the Streets and Highways Code eligible expenditures in its "Guidelines Relating to Gas Tax Expenditures for Cities and Counties". I have reviewed and am aware of these guidelines and their applicability in calculating and reporting on Maintenance of Effort expenditures. Finance Director initial: 														

[1] Includes direct charges for staff time

[2] Other M2 includes A-M, R,S,T,U,V, and W

+ Transportation related only

* Please provide a specific description

Legend

Project	Description
A-M	Freeway Projects
O	Regional Capacity Program (RCP)
P	Regional Traffic Signal Synchronization Program (RTSSP)
Q	Local Fair Share
R	High Frequency Metrolink Service
S	Transit Extensions to Metrolink
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems
U	Senior Mobility Program or Senior Non-Emergency Medical Program
V	Community Based Transit/Circulators
W	Safe Transit Stops
X	Environmental Cleanup Program (Water Quality)

M2 Expenditure Report
Fiscal Year Ended June 30, 2025
Local Fair Share Project List

PROJECT NAME	TYPE OF EXPENDITURE	AMOUNT	INTEREST
Regio Avenue Pavement Rehabilitation,	CON - Street Reconstruction - Pavement	$ 344,840.00	$ 43,640.36
Knott Ave Pavement Rehabilitation, La Palma to Artesia Blvd.	CON - Street Reconstruction - Pavement	$ 31,068.24	$ 3,931.76
Dale Street Pavement Rehabilitation, SR91-Crescent	CON - Street Reconstruction - Pavement	$ 240,066.22	$ 30,380.98
Los Coyotes Pavement Rehabilitation, Beach to Country Club Dr.	CON - Street Reconstruction - Pavement	$ 91,646.92	$ 11,598.15
Caballero Pavement Rehabilitation, Valley View to Regio	CON - Street Reconstruction - Pavement	$ 355.07	$ 44.93

City of Buena Park

M2 Expenditure Report
Fiscal Year Ended June 30, 2025
LFS/SMP Expenditures Paid with non-Measure M2 (M2) Funds

Appendix A

Date	M2 Expenditure Report FY	Program (LFS/SMP)	Project / Description	Expense Type	Amount	Funding Source Used	Indirect Cost? (Y/N)
6/30/2025	2024-25	SMP	Senior Transportation In-house Labor	Other	$ 30,562.87	General Fund	N

M2 Expenditure Report
Fiscal Year Ended June 30, 2025

I hereby certify that:

☑ All the information attached herein and included in schedules 1 through 4 is true and accurate to the best of my knowledge;

☑ The interest earned on Net Revenues allocated pursuant to the Ordinance shall be expended only for those purposes for which the Net Revenues were allocated;

☑ The City of Buena Park is aware of the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties", which is a guide for determining MOE Expenditures for M2 Eligibility purposes;

☑ The City's Expenditure Report is in compliance with direction provided in the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties;" and

☑ The City of Buena Park has expended in this fiscal year an amount of local discretionary funds for streets and roads purposes at least equal to or exceeding the FY 2024-25 MOE benchmark dollar amount[11].

Sung Hyun
Director of Finance (Print Name)

11/12/2025
Date

Signature

[11] Jurisdictions are encouraged to submit MOE eligible expenditures higher than their MOE benchmark, so that should certain expenses be ruled ineligible during an MOE audit, the local jurisdiction still has sufficient MOE expenditures to demonstrate continued achievement of the MOE benchmark.

December 9, 2025
CONSENT CALENDAR
Item No. 5H.

City Council Agenda Report

RESOLUTION ESTABLISHING THE TIME, DATES, AND PLACE FOR CONDUCT OF REGULAR MEETINGS OF THE BUENA PARK CITY COUNCIL AND ESTABLISHING THE ORDER OF BUSINESS TO BE CONDUCTED AT SUCH REGULAR MEETINGS

PREPARED BY	PRESENTED BY
Adria Jimenez, Director of Government and Community Relations/City Clerk	Adria Jimenez, Director of Government and Community Relations/City Clerk
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Adria Jimenez, Director of Government & Community Relations/City Clerk	Aaron France, City Manager

RECOMMENDED ACTION

Adopt a resolution establishing the time, date, and place for conduct of regular meetings of the Buena Park City Council and establishing the order of business to be conducted at such regular meetings.

PREVIOUS CITY COUNCIL ACTION

The City Council discussed this item and provided direction at the City Council Meeting of October 28, 2025.

DISCUSSION

The Buena Park Municipal Code allows the adoption of a resolution to establish the time, dates, place, and order of business for regular Buena Park City Council Meetings. The most recent resolution, Resolution No. 14719, was adopted on July 11, 2023. On October 28, 2025, the City Council discussed formalizing a legislative recess for the second meeting in July. The draft resolution (Att. 1) formalizes a legislative recess for July. Requested changes are noted in red.

BUDGET IMPACT

There is no budget impact associated with this item.

Attachments

Resolution.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ESTABLISHING THE TIME, DATES, AND PLACE FOR CONDUCT OF REGULAR MEETINGS OF THE BUENA PARK CITY COUNCIL AND ESTABLISHING THE ORDER OF BUSINESS TO BE CONDUCTED AT SUCH REGULAR MEETINGS

THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE AND ORDER AS FOLLOWS:

Section 1. Regular meetings of the City Council shall be held on the second and fourth Tuesdays of each month commencing at 5:00 p.m., in the Council Chamber of the Civic Center, 6650 Beach Boulevard, Buena Park, California, provided, however, that in the event that the date of any such regular meetings falls on a holiday, such regular meeting shall be held at 5:00 p.m. on the next succeeding day which is not a holiday. The City Clerk shall post the agenda of such regular meetings at least 72 hours prior to the commencement of such meetings in accordance with the Brown Act.

Section 2. Promptly at 5:00 p.m. of the day of each regular meeting, the members of the City Council, the City Manager, the City Clerk, the City Attorney and other officers shall assemble at their regular stations in the Council Chamber. The business of the meeting may be taken up in the following order:

a. Call to Order
b. Roll Call
c. Invocation
d. Pledge of Allegiance
e. City Manager's Report
f. Presentations
g. Oral Communications
h. Consent Calendar
i. New Business
j. Public Hearings (6:00 p.m.)
k. Council Member Announcements, Conference Reports and Calendar Requests
l. Study Session
m. City Manager's Report
n. Commission & Committee Updates
o. Adjournment

Section 3. At any meeting, the foregoing order of business may be changed or suspended by the Mayor, consistent with the Brown Act. The City Clerk shall place all items of the agenda which by law require a duly noticed public hearing at 6:00 p.m. The City Clerk may also place on the agenda for 6:00 p.m., items which are directly related to the matter under consideration at one of the public hearings or other matters.

Section 4. The Buena Park City Council hereby establishes a legislative recess for regular Buena Park City Council Meetings for the second meetings of each month in July, November, and December.

Section 5. Resolution No. 14719 adopted on July 11, 2023, establishing time, dates, place and order of business for conduct of regular meetings of the Buena Park City Council is hereby rescinded in its entirety upon the adoption of this resolution.

Section 6. This resolution shall take effect immediately so that the first regular meeting of the City Council pursuant to this Resolution shall take place on Tuesday, January 13, 2026.

Section 7. The Mayor is hereby authorized to affix his/her signature to this Resolution signifying its adoption by the City Council of the City of Buena Park and the City Clerk is directed to attest thereto.

PASSED AND ADOPTED this 9th day of December 2025 by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

I, Adria M. Jimenez, MMC, City Clerk of the City of Buena Park, California, hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park, held this 9th day of December 2026.

_____
City Clerk

December 9, 2025
CONSENT CALENDAR
Item No. 5J.

City Council Agenda Report

ADOPT THE AMENDMENTS TO THE CITY COUNCIL'S CERTIFICATE, COMMENDATION, AND RECOGNITION POLICY NO. 21

PREPARED BY	PRESENTED BY
Adria Jimenez, Director of Government and Community Relations/City Clerk	Adria Jimenez, Director of Government and Community Relations/City Clerk
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Adria Jimenez, Director of Government & Community Relations/City Clerk	Aaron France, City Manager

RECOMMENDED ACTION

Recommended Action: Adopt the amendments to the City Council's Certificate, Commendation, and Recognition Policy No. 21

PREVIOUS CITY COUNCIL ACTION

The City Council discussed this item and provided direction at the City Council Meeting of November 12, 2025.

DISCUSSION

The City Council has an established policy for issuing resolutions, proclamations, and certificates of commendation, congratulations, and recognition to honor individuals, organizations, and events that contribute positively to the Buena Park community.

At the City Council meeting of November 12, 2025, the City Council reviewed the current policy and directed staff to incorporate the following amendments:

- Approve the amendments as recommended in the draft policy.
- Add language limiting Council Members to a maximum of 100 certificates per calendar year, without the approval of the Mayor.
- The 100 limit is not applicable to the Mayor.
- Requests exceeding the annual limit must be approved by the Mayor.
- The provision stating that actions must be "...consistent with the City's intent to recognize and benefit Buena Park residents, organizations, or businesses" has been eliminated.

The proposed red-line amendments are included in the attached draft policy.

BUDGET IMPACT

There is no budget impact associated with this item.

Attachments

Policy No 21 Certificates and Recognitions - Draft AJ1.pdf

No: 21

City of BUENA PARK

CITY COUNCIL POLICY STATEMENT

RESPONSIBLE DEPARTMENT:	CITY COUNCIL
CONTACT PERSON:	CITY CLERK
SUBJECT:	CERTIFICATES OF COMMENDATION, CONGRATULATIONS, AND RECOGNITION

It is the policy of the City Council to issue resolutions, proclamations, and certificates of commendation, congratulations, and recognition. The City Council also issues letters of welcome and messages from the Mayor for certain organizations and groups. These acknowledgements are intended to honor, celebrate, and encourage community involvement and engagement among Buena Park residents, businesses, and organizations whose contributions enhance the quality of life in the City. Recognitions for individuals or groups outside the City shall be limited to those with a direct and demonstrable connection to Buena Park.

The City Council may, by consensus, add or modify proclamations to reflect evolving community priorities.

Acknowledgements are issued on the following general guidelines:

RESOLUTIONS

- Americana Citizen of the Year
- Building Dedications
- Commissioners (upon retirement of appointment)
- Employees (upon retirement)
- Elva Liesch Hughes Laureate of the Arts Award
- Legislators and Elected Officials
- Memorial Grove

PROCLAMATIONS

- Arbor Day
- Asian American and Pacific Islander Heritage Month and Day Against Bullying and Hate
- ~~Airirang Festival~~
- Autism Acceptance Month
- Black History Month
- Cinco de Mayo
- City-Sponsored Special Events and Causes
- DMV / Donate Life California
- Ethnic Equality Month
- Father's Day
- Filipino American History Month
- Fire Prevention Week

Harvey Milk Day
Human Relations Awareness Month
Hunger Action Month
Juneteenth (June 19th)
Korean American Day
LGBTQ+ Pride Month
Memorial Day
Mental Health Awareness Month
Mother's Day
National Alzheimer's Awareness Month
~~National Boysenberry Day~~ (duplicate)
National Boysenberry Day
National Bullying Prevention Month
National Child Abuse Prevention Month
National Day of Prayer
National Domestic Violence Awareness Month
National Drowning Prevention Awareness Month
National Fair Housing Month
National Hispanic Heritage Month
National Library Week
National Public Works Week
National Read Across America Week
National Safety Month
Native American Heritage Month
Peace Officers' Memorial Month and Police Week
Pet Adoption Month/Clear the Shelter Month
Professional Municipal Clerks Week
School Board Recognition Month
Silverado Days
Universal Human Rights Month
Wildfire Awareness and Prevention Month
Women's History Month

CERTIFICATES OF RECOGNITION

Accomplishments of Citizens (one-time events)
Accomplishments of Organizations (one per organization/event)
Boys & Girls Club Youth of the Month/Year
Buena Park Cable Commission Scholarships
Buena Park Graduates From College
City-Sponsored Baseball/Softball Events (i.e. Little League Opening Day)
Love Buena Park Day
Special Events for Outside Agencies if event directly benefits Buena Park residents/businesses
YLOC Tutoring Program

Certificates of Recognition are not limited to the above list and may be issued for other achievements, contributions, or events that benefit Buena Park residents, businesses, or the community.

CERTIFICATES OF CONGRATULATIONS
- Anniversaries (special milestones)
- Award Recipients from Outside Agencies if event directly benefits Buena Park residents/businesses
- Birthdays (special milestones)
- Eagle Scouts / Girl Scout Silver Awards
- Employee Retirements
- Family Reunions
- Retirements from Outside Agencies

CERTIFICATES OF COMMENDATION
- Heroic Acts
- Special Service to the City of Buena Park (one per organization/event)

LETTERS OF WELCOME
- Conventions Held in Buena Park (one per organization/event)
- Large Groups Visiting Buena Park (one per organization/event)

MESSAGE FROM THE MAYOR
- Special Event Programs / Publications

PROCEDURES AND AUTHORIZATION

Certificates and acknowledgements should reflect the purpose of encouraging community engagement and civic pride in Buena Park.

For non–City-sponsored events and recognitions, one certificate shall be issued per organization rather than multiple individualized certificates.

Requests for recognition certificates, letters of welcome, or mayoral messages should be submitted to both the Mayor and the City Clerk at least one week ~~in advance of~~ prior to the requested presentation date. ~~not in accordance with this policy may be issued at the Mayor's discretion~~,

The City Clerk is authorized to approve and prepare certificates and other recognitions in accordance with this policy.

All presentations are scheduled for City Council Meetings at the City Clerk's discretion based on available agenda time, event timing, and relevance to City priorities.

Requests not specifically outlined in this policy may be issued at the Mayor's discretion. ~~provided they are consistent with the City's intent to recognize and benefit Buena Park residents, organizations, or businesses.~~

Acknowledgments will be issued upon the request of any City Council Member in accordance with the above guidelines. For non-City sponsored events and recognitions, one certificate shall be issued per organization, instead of multiple certificates individualized for each participant.

SIGNATURES AND SUBMISSION REQUIREMENTS

~~So that requests for certificates, letters of welcome, and messages may be expedited, only the Mayor shall be required to sign these documents, but they will be issued on behalf of the City Council as a whole.~~

Each Council Member is limited to a maximum of 100 requests for Certificates of Commendation, Congratulations, and Recognition, per calendar year. This limit does not apply to the Mayor. Requests exceeding the annual limit must be submitted to the Mayor for approval.

Certificates of recognition, appreciation, or congratulations for residents, businesses, and nonprofit organizations may be signed by the Mayor and/or City Council Members, in their respective names, representing issuance on behalf of the City Council as a whole.

Requests for recognition and certificates must be accompanied with detailed information about the event including names of recipients and reasons for recognition.

December 9, 2025
PUBLIC HEARING
Item No. 6A.

City Council Agenda Report

ADOPT ORDINANCES ADOPTING THE CALIFORNIA BUILDING, FIRE, AND RELATED CODES WITH LOCAL AMENDMENTS

PREPARED BY	PRESENTED BY
Alex Lester, Senior Building Inspector	Alex Lester, Senior Building Inspector
DEPARTMENT HEAD APPROVAL	**CITY MANAGER APPROVAL**
Matt Foulkes, Director of Community & Economic Development	Aaron France, City Manager

RECOMMENDED ACTION

1) Approve second reading and adopt an ordinance amending Title 15 of the Buena Park City Code pertaining to Building and Construction Safety; and 2) Approve a second reading and adopt an ordinance amending Title 16 of the Buena Park City Code pertaining to Fire Safety.

PREVIOUS CITY COUNCIL ACTION

At the regularly scheduled City Council meeting of November 12, 2025, the City Council adopted a resolution of local findings and approved the first reading of the ordinances referenced above and set the public hearing for December 9, 2025.

DISCUSSION

State law requires the State Building Standards Commission, the agency charged with developing new building codes, to adopt and publish the California Building Standards Code (State building codes) every three years. Building standards in the 2025 State building codes become mandatory and automatically effective statewide on January 1, 2026. In general, the 2025 State building codes promote greater energy efficiencies and reflect improved building techniques and safety.

State law allows cities and counties to modify building standards contained in codes comprising the California Building Standards Code, provided findings are made establishing that the proposed amendments are reasonably necessary due to local climatic, geological, or topographical conditions that can affect the health, welfare, and safety of local residents. The local amendments must be considered equal or more restrictive than the State building standards and the findings must be filed with the California Building Standards Commission. Local agencies can also adopt by reference additional, non-mandatory model codes and standards as deemed appropriate by the local agency.

The Community Development Department and the Orange County Fire Authority (OCFA) propose additional local amendments to the State building codes, which include the following:

1. Minimum Class B Fire Rating for Roofs - Due to the serious hazard of rapid fire spread in local high winds, the use of untreated wood roof is prohibited for new buildings and the re-roofing of existing buildings. This local amendment, currently in the Buena Park Municipal Code, is also in response to a grand jury report and recommendations. (Building Code Section 1505).

2. Single Family Fire Sprinklers - The 2025 California Building, Fire, and Residential Codes (similar to the 2022 California Building Codes currently in effect) require all new single-family homes to have fire sprinklers. The current Buena Park Building, Fire, and Residential Codes, by local amendment, also require sprinklers for additions of more than 50%, and remodeled or newly constructed buildings exceeding 5,500 sq. ft. Staff is recommending that the current requirements (50% and 5,500 sq. ft.) be continued.

In addition to the statewide mandatory building codes, staff is recommending adoption by reference of the 2024 International Property Maintenance Code. The 2024 International Property Maintenance Code is the updated edition of the currently adopted 2021 edition. The 2024 International Property Maintenance Code, published by the International Code Council, when adopted by a local jurisdiction, governs the use, maintenance, and occupancy of existing structures and premises, as well as administration and enforcement. While the State does not adopt a property maintenance code statewide, the City has previously adopted the International Property Maintenance Code as a minimum standard for properties in Buena Park.

Although Buena Park is a charter city and ordinance adoption typically only requires a single reading, State Law requires that a special hearing process be followed for adoption of any standards or codes by reference. The special hearing process includes introduction of the ordinance at one meeting, and a public hearing and second reading after a minimum of 14 full days.

This report, resolution, and ordinances were reviewed and approved by the City Attorney.

PUBLIC NOTIFICATION

The second reading public hearing notice was published and posted on November 28, 2025.

BUDGET IMPACT

It is not anticipated that the adoption and implementation of the 2025 California Building, Fire, and related Codes with local amendments will result in any significant budget change, positive or negative.

Attachments

Building Code Adoption Ord 2025 Attachment 1.pdf
Fire Code Adoption Ord 2025 Attachment 2.pdf

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BUENA PARK ADOPTING BY REFERENCE THE 2025 CALIFORNIA BUILDING CODE, INCORPORATING THE "INTERNATIONAL BUILDING CODE" 2024 EDITION; THE 2025 CALIFORNIA MECHANICAL CODE, INCORPORATING THE "UNIFORM MECHANICAL CODE," 2024 EDITION; THE 2025 CALIFORNIA PLUMBING CODE, INCORPORATING THE "UNIFORM PLUMBING CODE," 2024 EDITION; THE 2025 CALIFORNIA ELECTRICAL CODE, INCORPORATING THE "NATIONAL ELECTRICAL CODE," 2023 EDITION; THE 2025 CALIFORNIA RESIDENTIAL CODE, INCORPORATING THE 2024 INTERNATIONAL RESIDENTIAL CODE; THE 2025 CALIFORNIA GREEN BUILDING STANDARDS CODE; THE 2025 CALIFORNIA HISTORICAL BUILDING CODE; THE 2025 CALIFORNIA EXISTING BUILDING CODE; INCORPORATING THE INTERNATIONAL EXISTING BUILDING CODE, THE 2025 CALIFORNIA REFERENCED STANDARDS CODE; THE 2025 CALIFORNIA WILDLAND-URBAN INTERFACE CODE; AND THE 2024 INTERNATIONAL PROPERTY MAINTENANCE CODE, TOGETHER WITH CERTAIN AMENDMENTS, DELETIONS AND EXCEPTIONS, AND AMENDING TITLE 15 OF THE BUENA PARK CITY CODE

A. Recitals.

(i) Article 2 of Chapter 1 of Part 1 of Division 1 of Title 5 (§ 50022.1, et seq.) of the California Government Code authorizes the adoption, by reference, of the codes specified in the title hereof.

(ii) At least one copy of each of the codes and standards identified in this Ordinance, certified as full, true and correct by the City Clerk of the City of Buena Park, has been filed in the office of the City Clerk of the City of Buena Park in accordance with the provisions of California Government Code § 50022.6.

(iii) A duly noticed public hearing, as required by California Government Code § 50022.3, has been conducted and was concluded prior to the adoption of this Ordinance.

(iv) All legal prerequisites to the adoption of this Ordinance have occurred.

B. Ordinance.

NOW, THEREFORE, the City Council of the City of Buena Park does hereby find, determine and ordain as follows:

Section 1: The facts set forth in the Recitals, Part A, of this Ordinance, are true and correct.

Section 2: Chapters 15.56, 15.58, 15.60, 15.64, 15.68, 15.70, 15.80, and 15.100 of Title 15 of the Buena Park City Code are hereby repealed; provided, however, that said repeal shall not apply to or excuse any violation hereof occurring prior to the effective date of this Ordinance and provided further that the codes as adopted therein by reference and amended by the City of Buena Park shall continue to be applicable to construction wherein plans have been submitted

for plan check as of the effective date of this Ordinance so long as the initial permit therefore is issued not later than one hundred eighty (180) days after the effective date of this Ordinance.

Section 3: A new Chapter 15.56 is hereby added to Title 15 of the Buena Park City Code to read as follows:

"Chapter 15.56
BUILDING CODE

Sections:

15.56.010 California Building Code – Adopted.
15.56.020 Amendments to the California Building Code.

15.56.010 California Building Code – Adopted.

The 2025 California Building Code, incorporating the 'International Building Code,' 2024 Edition, including all appendices, is hereby adopted by reference as the Building Code of the City of Buena Park, together with the amendments, additions, deletions and exceptions set forth in this Chapter 15.56.

15.56.020 Amendments to the California Building Code.

Chapter 2
Definitions

Sections 202 Definitions is hereby revised by adding "OCFA" and "Spark Arrester" as follows:

202 Definitions

OCFA. Orange County Fire Authority, fire authority having jurisdiction.

SPARK ARRESTER. A listed device constructed of noncombustible material specifically for the purpose of meeting one of the following conditions:

1. Removing and retaining carbon and other flammable particles/debris from the exhaust flow of an internal combustion engine in accordance with California Vehicle Code Section 38366.
2. Fireplaces that burn solid fuel in accordance with California Building Code Chapter 28.

Chapter 5
General Building Heights and Areas

Section 502.1 Address identification is hereby revised as follows:

502.1 Address identification. New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification

characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4 inches in height with a stroke width of not less than 0.5 inch. For R-3 and other occupancies the numbers shall be a minimum of 6 inches high with a minimum stroke width of 1 inch. Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building address cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained.

Chapter 9
Fire Protection and Life Safety Systems

Adopt Chapter 9 Fire Protection and Life Safety Systems is adopted in its entirety with the following amendments:

Section 903.2 Where required is hereby revised to read as follows:

903.2 Where required. Approved automatic sprinkler systems in buildings and structures shall be provided when one of the following conditions exists:

1. **New buildings.** Notwithstanding any applicable provisions of Sections 903.2.1 through 903.2.19, an automatic fire-extinguishing system shall also be installed in all occupancies when the total building area exceeds 5,000 square feet as defined in Section 202, regardless of fire areas or allowable area, or is more than two stories in height.

   Exception: Subject to approval by the Fire Code Official, open parking garages in accordance with Section 406.5 of the California Building Code that are smaller than the area specified in section 903.2.10 (3) or 903.2.10.1 of the California Fire Code.

2. **Existing Buildings.** Notwithstanding any applicable provisions of this code, an automatic sprinkler system shall be provided in an existing building when an addition occurs and one of the following conditions exists:

   a. When an addition is 33% or more of the existing building area, and the resulting building area exceeds 5000 square feet
   b. When an addition exceeds 2000 square feet and the resulting building area exceeds 5000 square feet.
   c. An additional story is added above the second floor regardless of fire areas or allowable area.

Exception: Additions to Group R-3 occupancies shall comply with Section 903.2.8 (2).

Section 903.2.8 Group R is hereby revised as follows:

903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area as follows:

1. **New Buildings.** An automatic sprinkler system shall be installed throughout all new buildings.

2. **Existing R-3 Buildings:** An automatic sprinkler system shall be installed throughout when one of the following conditions exists:

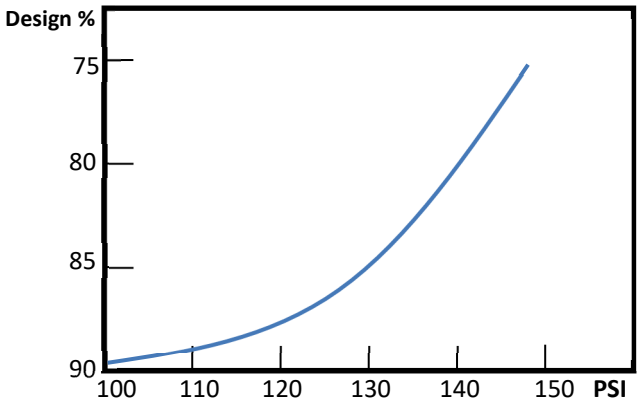
    1. When the floor area of alterations within any two-year period exceeds 50 percent of gross floor area of the existing structure and the building gross floor area exceeds 5,500 square feet; or:
    2. When an existing Group R Occupancy is being substantially renovated, and where the scope of the renovation is such that the Building Code Official determines that the complexity of installing a sprinkler system would be similar as in a new building.

Section 903.3.5.3 Hydraulically calculated systems is hereby added as follows:

903.3.5.3 Hydraulically calculated systems. The design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity.

Exception: When static pressure exceeds 100 psi, and when required by the fire code official, the fire sprinkler system shall not exceed the water supply capacity specified by Table 903.3.5.3.

TABLE 903.3.5.3
Hydraulically Calculated Systems



Chapter 15
Roof Assemblies and Rooftop Structures

Table 1505.1 is hereby revised to read as follows:

TABLE 1505.1

MINIMUM ROOF COVERING CLASSIFICATIONS

TYPES OF CONSTRUCTION[a]

IA	IB	IIIA	IIIB	IIIA	IIIB	IV	VA	VB
B	B	B	B	B	B	B	B	B

For SI: 1 foot = 304.8 mm, 1 square foot = 0.0929 m^2.

a. Unless otherwise required in accordance with Chapter 7A.

Section 1505.1.3 is hereby revised as follows:

1505.1.2 Roof coverings within all other areas. The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class B.

Section 1505.5 is deleted.

Section 1505.7 is deleted.

Chapter 35 Referenced Standards is adopted in its entirety with the following amendments:

NFPA 13, 2025 Edition, Standard for the Installation of Sprinkler Systems is hereby amended as follows:

Section 16.12.3.3 is hereby revised as follows:

16.12.3.3 Fire department connections (FDC) shall be of an approved type. The location shall be approved and be no more than 150 feet from a public hydrant. The FDC may be located within 150 feet of a private fire hydrant when approved by the fire code official. The size of piping and the number of 2½" inlets shall be approved by the fire code official. If acceptable to the water authority, it may be installed on the backflow assembly. Fire department inlet connections shall be painted OSHA safety red or as approved. When the

fire sprinkler density design requires more than 500 gpm (including inside hose stream demand), or a standpipe system is included, four 2½" inlets shall be provided.

Section 9.4.3.1 is hereby revised as follows:

9.4.3.1 When fire sprinkler systems are installed in shell buildings of undetermined use (Spec Buildings) other than warehouses (S occupancies), fire sprinklers of the quick-response type shall be used. Use is considered undetermined if a specific tenant/occupant is not identified at the time the fire sprinkler plan is submitted. Sprinklers in light hazard occupancies shall be one of the following:

1) Quick-response type as defined in 3.6.4.8
2) Residential sprinklers in accordance with the requirements of 8.4.5
3) Quick response CMSA sprinklers
4) ESFR sprinklers
5) Standard-response sprinklers used for modifications or additions to existing light hazard systems equipped with standard-response sprinklers
6) Standard-response sprinklers used where individual standard-response sprinklers are replaced in existing light hazard systems

Section 9.2.1.7 is hereby revised as follows:

9.2.1.7 Concealed spaces filled with noncombustible insulation shall not require sprinkler protection when approved by the fire code official.

NFPA 13D 2025 Edition, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes is hereby amended as follows:

Section 7.1.2 is hereby revised as follows:

7.1.2 The sprinkler system piping shall not have separate control valves installed unless supervised by a central station, proprietary, or remote station alarm service.

NFPA 14, 2025 Edition, Installation of Standpipe and Hose Systems is hereby amended as follows:

Section 7.3.1.1 is hereby deleted in its entirety.

NFPA 24, 2025 Edition, Standard for the Installation of Private Fire Service Mains and Their Appurtenances is hereby amended as follows:

Section 6.2.8.1 is hereby added as follows:

6.2.8.1 All indicating valves controlling fire suppression water supplies shall be painted OSHA red.

Exceptions:

1. Brass or bronze valves on sprinkler risers mounted to the exterior of the building may be left unpainted.
2. Where OS&Y valves on the detector check assembly are the only control valves, at least one OS&Y valve shall be painted red.

Section 6.2.9 is hereby revised to read as follows:

6.2.9 All connections to private fire service mains for fire protection systems shall be arranged in accordance with one of the following so that they can be isolated:

(1) A post indicator valve installed not less than 40ft. (12m) from the building.

(a) For buildings less than 40ft (12m) in height, a post indicator valve shall be permitted to be installed closer than 40ft (12m) but at least as far from the building as the height of the wall facing the post indicator valve.

(2) A wall post indicator valve.

(3) An indicating valve in a pit, installed in accordance with Section 6.4.

(4) A backflow preventer with at least one indicating valve not less than 40ft (12 m) from the building.

(a) For buildings less than 40ft (12m) in height, a backflow preventer with at least one indicating valve shall be permitted to be installed closer than 40ft (12m) but at least as far from the building as the height of the wall facing the backflow preventer.

(5) Control valves installed in a fire-rated room accessible from the exterior.

(6) Control valves in a fire-rated stair enclosure accessible from the exterior.

Section 10.1.5 is hereby added as follows:

10.1.5 All ferrous pipe and joints shall be polyethylene encased per AWWA C150, Method A, B, or C. All fittings shall be protected with a loose 8-mil polyethylene tube or sheet. The ends of the tube or sheet shall extend past the joint by a minimum of 12 inches and be sealed with 2-inch wide tape approved for underground use. Galvanizing does not meet the requirements of this section.

Exception: 304 or 316 Stainless Steel pipe and fittings

Section 10.4.1.1 is hereby revised to read as follows:

10.4.1.1 All bolted joint accessories shall be cleaned and thoroughly coated with asphalt or other corrosion-retarding material after installation.

Exception: Bolted joint accessories made from 304 or 316 stainless steel.

Section 10.4.1.1.1 is hereby added as follows:

10.4.1.1.1 All bolts used in pipe-joint assembly shall be 316 stainless steel.

Section 10.4.3.2 is hereby deleted.

Section 4: A new Chapter 15.58 is hereby added to Title 15 of the Buena Park City Code to read as follows:

"Chapter 15.58
RESIDENTIAL CODE

Sections:

15.58.010 California Residential Code – Adopted.
15.58.020 Amendments to the California Residential Code.

15.58.010 California Residential Code – Adopted.

The 2022 California Residential Code is hereby adopted by reference as the Residential Code of the City of Buena Park, together with the amendments, additions, deletions and exceptions set forth in this Chapter 15.58.

15.58.20 Amendments to the California Residential Code.

Section R202 Definitions is hereby revised by adding "OCFA" and "Spark Arrester" as follows:

OCFA. Orange County Fire Authority, the fire authority having jurisdiction.

SPARK ARRESTER. A listed device constructed of noncombustible material specifically for the purpose of meeting one of the following conditions:

1. Removing and retaining carbon and other flammable particles/debris from the exhaust flow of an internal combustion engine in accordance with California Vehicle Code Section 38366.
2. Fireplaces that burn solid fuel in accordance with California Building Code Chapter 28.

Chapter 3 Building Planning is adopted in its entirety with the following amendments and additions:

Section R301.9 Fuel modification requirements for new construction is hereby added as follows:

R301.9 Fuel modification requirements for new construction. All new structures and

facilities adjoining land containing hazardous combustible vegetation shall be approved and in accordance with the requirements of OCFA Guideline C-05 "Vegetation Management Guideline – Technical Design for new Construction Fuel Modification Plans and Maintenance Program.

Section R309.6 Fire sprinkler attached garages, and carports with habitable space above is hereby amended by modifying the exception to read as follows:

Exception: An automatic residential fire sprinkler system shall not be required when additions or alterations are made to existing carports and/or garages that do not have an automatic fire sprinkler system installed unless a sprinkler system is required in accordance with California Fire Code Section 903.2.8.

Section R313.1 Townhouse automatic fire sprinkler systems is hereby amended by modifying the exception to read as follows:

Exception: An automatic residential fire sprinkler system shall not be required when additions or alterations are made to existing townhouses that do not have an automatic fire sprinkler system installed unless a sprinkler system is required in accordance with California Fire Code Section 903.2.8.

Section R313.2 One- and two-family dwellings automatic fire sprinkler systems is hereby revised to read as follows:

1. **Existing Buildings.** An automatic sprinkler system shall be installed throughout any existing building when the floor area of the alteration within any two-year period exceeds 50% of area of the existing structure and the building area exceeds 5,500 square-feet. When the cost of installing an approved automatic sprinkler system exceeds 5% of the cost of the alteration, with the approval of the fire code official, the required automatic sprinkler system may be omitted.

Exception: An automatic residential fire sprinkler system shall not be required for additions or alterations to existing buildings that are not already provided with an automatic sprinkler system *unless a sprinkler system is required in accordance with California Fire Code, OCFA Local Amendments, Section 903.2.8.*

Section R313.3.6.2.2 Calculation procedure is hereby revised to read as follows:

Section R313.3.6.2.2 Calculation procedure. Determination of the required size for water distribution piping shall be in accordance with the following procedure and California Fire Code Section 903.3.5.

(The remainder of the section is unchanged)

Section R319.1 Address identification is hereby revised to read as follows:

R319.1 Address identification. New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in

a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. For R-3 occupancies, each character shall be not less than 6 inches in height with a stroke width of not less than 1 inch. Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building address cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained.

Section R902.1 Roofing covering materials is amended by revising it to allow only class A or B roofs, and to read as follows:

R902.1 Roofing covering materials. Roofs shall be covered with materials as set forth in Sections R904 and R905. A minimum Class A or B roofing shall be installed in areas designated by this section. Classes A or B roofing required by this section to be listed shall be tested in accordance with UL 790 or ASTM E 108.

Exceptions:

1. Class A roof assemblies include those with coverings of brick, masonry and exposed concrete roof deck.
2. Class A roof assemblies also include ferrous or copper shingles or sheets, metal sheets and shingles, clay or concrete roof tile, or slate installed on noncombustible decks.

Section R902.1.3 Roofing covering materials is amended by revising it to require a minimum Class B roof, and to read as follows:

R902.1.3 Roof coverings within all other areas. The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class B.

Section R1001.13 Outdoor fireplaces, fire pits, fire rings, or similar devices is hereby added as follows:

R1001.13 Outdoor fireplaces, fire pits, fire rings, or similar devices. Outdoor fireplaces, fire pits, fire rings, or similar exterior devices shall comply with this section.

Exception: Barbeques, grills, and other portable devices intended solely for cooking

Section R1001.13.1 Gas-fueled devices is hereby added as follows:

R1001.13.1 Gas-fueled devices. Outdoor fireplaces, fire pits and similar devices fueled by natural gas or liquefied-petroleum gas are allowed when approved by the Building Division and the device is designed to only burn a gas flame and not wood or other solid fuel. At R-3 occupancies, combustible construction shall not be located within three feet

of an atmospheric column that extends vertically from the perimeter of the device. Where a permanent Building Division approved hood and vent is installed, combustible construction may encroach upon this column between the bottom of the hood and the vent opening. Where chimneys or vents are installed, they shall have a spark arrester in accordance with Section R1003.9.2.

Section R1001.13.2 Devices using wood or fuels other than natural gas or liquefied-petroleum gas is hereby added as follows:

R1001.13.2 Devices using wood or fuels other than natural gas or liquefied-petroleum gas. Fireplaces burning wood or other solid fuel shall be constructed in accordance with Section R1001. Fires in a fireplace shall be contained within a firebox with an attached chimney. The opening in the face of the firebox shall have an installed and maintained method of arresting sparks. The burning of wood or other solid fuel in a device is not allowed within 15 feet of combustible structures, unless within a permanent or portable fireplace.

Section R1001.13.3 Devices using wood or fuels other than natural gas or liquefied-petroleum gas is hereby added as follows:

R1001.13.3 Where prohibited. The burning of wood and other solid fuels shall not be conducted within a fuel modification zone. Wood and other solid fuel burning fires in devices other than permanent fireplaces are not allowed within Wildfire Risk Areas (WRA) and adopted Fire Hazard Severity Zones (FHSZ) or in locations where conditions could cause the spread of fire to the WRA or FHSZ, unless determined by the Fire Code Official that the location or design of the device should reasonably prevent the start of a wildfire.

Chapter 44

Referenced Standards

(R-3 Occupancy related standards are included)

Chapter 44 Referenced Standards is adopted in its entirety with the following amendments:

NFPA 13, 2025 Edition, Standard for the Installation of Sprinkler Systems is hereby amended as follows:

Section 8.15.1.2.7 is hereby revised as follows:

8.15.1.2.7 Concealed spaces filled with noncombustible insulation shall not require sprinkler protection when approved by fire code official.

Section 11.1.1.1 is hereby added as follows:

11.1.1.1 When fire sprinkler systems are required in buildings of undetermined use other than warehouses, they shall be designed and installed to have a fire sprinkler density of not less than that required for an Ordinary Hazard Group 2 use, with no reduction(s) in

density or design area. Warehouse fire sprinkler systems shall be designed to Figure 16.2.1.3.2 (d) curve "G". Use is considered undetermined if a specific tenant/occupant is not identified at the time the sprinkler plan is submitted. Where a subsequent use or occupancy requires a system with greater capability, it shall be the responsibility of the occupant to upgrade the system to the required density for the new use or occupancy.

Section 11.2.3.1.1.1 is hereby added as follows:

11.2.3.1.1.1 The available water supply for fire sprinkler system design shall be determined by one of the following methods, as approved by the fire code official:

1) Subtract the project site elevation from the low water level for the appropriate pressure zone and multiply the result by 0.433;
2) Use a maximum of 40 psi, if available;
3) Utilize the OCFA water-flow test form/directions to document a flow test conducted by the local water agency or an approved third party licensed in the State of California.

NFPA 13D 2025 Edition, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes is hereby amended as follows:

Section 7.1.2 is hereby revised as follows:

7.1.2 The sprinkler system piping shall not have separate control valves installed unless supervised by a central station, proprietary or remote station alarm service.

Section 5: A new Chapter 15.60 is hereby added to Title 15 of the Buena Park City Code to read as follows:

"Chapter 15.60
MECHANICAL CODE

Sections:

15.60.010 California Mechanical Code – Adopted.
15.60.020 Amendments to the California Mechanical Code.

15.60.010 California Mechanical Code – Adopted.

The "2025 California Mechanical Code," incorporating the 'Uniform Mechanical Code,' 2024 Edition, is hereby adopted by reference as the Mechanical Code of the City of Buena Park, together with the amendments, additions, deletions and exceptions set forth in this Chapter 15.60.

15.60.020 Amendments to the California Mechanical Code.

[reserved for future amendments]"

Section 6: A new Chapter 15.64 is hereby added to Title 15 of the Buena Park City Code to read as follows:

"Chapter 15.64
PLUMBING CODE

Sections:
15.64.010 California Plumbing Code – Adopted.
15.64.020 Amendments to Plumbing Code.

15.64.010 California Plumbing Code – Adopted.

The "2025 California Plumbing Code," incorporating the 'Uniform Plumbing Code,' 2024 Edition, including Appendix A and Appendix L, is hereby adopted by reference as the Plumbing Code of the City of Buena Park, together with the amendments, additions, deletions and exceptions set forth in this Chapter 15.64.

15.64.020 Amendments to the California Plumbing Code.

[reserved for future amendments]"

Section 7: A new Chapter 15.68 is hereby added to the Buena Park City Code to read as follows:

"Chapter 15.68
ELECTRICAL CODE

Sections:
15.68.010 California Electrical Code – Adopted.
15.68.020 Amendments to the California Electrical Code.

15.68.010 California Electrical Code – Adopted.

The "2025 California Electrical Code," incorporating the 'National Electrical Code,' 2023 Edition, is hereby adopted by reference as the Electrical Code of the City of Buena Park, together with the amendments, additions, deletions and exceptions set forth in this Chapter 15.68.

15.68.020 Amendments to the California Electrical Code.

[reserved for future amendments]

Section 8: A new Chapter 15.70 is hereby added to Title 15 of the Buena Park City Code to read as follows:

"Chapter 15.70
GREEN BUILDING STANDARDS CODE

Sections:

15.70.010 California Green Building Standards Code - Adopted.
15.70.020 Amendments to the California Green Building Standards Code.

15.70.010 California Green Building Standards Code - Adopted.

The "California Green Building Standards Code," 2025 Edition, is hereby adopted by reference as the Green Building Standards Code of the City of Buena Park.

15.70.020 Amendments to the California Green Building Standards Code.

Section 301.1 of the California Green Building Standards Code is amended to read as follows:

301.1 Scope. Buildings shall be designed to include the green building measures specified as mandatory in the application checklists contained in this code. Voluntary green building measures are also included in the application checklists and may be included in the design and construction of structures covered by this code, but are not required."

Section 9: A new Chapter 15.80 is hereby added to Title 15 of the Buena Park City Code to read as follows:

"Chapter 15.80
EXISTING BUILDING CODE

Sections:

15.80.010 Existing Building Code—Adopted

15.80.010 Existing Building Code -Adopted

The "2025 California Existing Building Code," incorporating the 'International Existing Building Code,' 2024 Edition, is hereby adopted in its entirety as the Existing Building Code of the City of Buena Park."

Section 10: A new Chapter 15.92 is hereby added to Title 15 of the Buena Park City Code to read as follows:

"Chapter 15.92
HISTORICAL BUILDING CODE

Sections:

15.92.010 Historical Building Code—Adopted

15.92.010 Historical Building Code -Adopted

The "2025 California Historical Building Code," is hereby adopted in its entirety as the Historical Building Code of the City of Buena Park."

Section 11: A new Chapter 15.96 is hereby added to Title 15 of the Buena Park City Code to read as follows:

"Chapter 15.96
REFERENCED STANDARDS CODE

Sections:
15.96.010 Referenced Standards Code—Adopted

15.96.010 Referenced Standards Code -Adopted

The "2025 California Referenced Standards Code," is hereby adopted in its entirety as the Reference Standards Code of the City of Buena Park.

"Chapter 15.100
PROPERTY MAINTENANCE CODE

Sections:

15.100.010 International Property Maintenance Code—Adopted

15.100.010 International Property Maintenance Code -Adopted

The "International Property Maintenance Code," 2024 Edition, published by the International Code Council is hereby adopted in its entirety as the Property Maintenance Code of the City of Buena Park together with the amendments, additions, deletions and exceptions set forth in this Chapter 15.100."

Section 12: Penalties for Violation of Ordinance. It shall be unlawful for any person, firm, partnership, or corporation to violate any provision or to fail to comply with any of the requirements of this Ordinance or any of the Codes hereby adopted. Any person, firm, partnership or corporation violating any provision of this Ordinance or any of the Codes hereby adopted or failing to comply with any of their requirements shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not exceeding one thousand dollars ($1000.00), or by imprisonment not exceeding six (6) months, or by both such fine and imprisonment. Each and every person, firm, partnership, or corporation shall be deemed guilty of a separate offense for each and every day or any portion thereof during which any violation of any of the provisions of this Ordinance or the Codes hereby adopted is committed, continued or permitted by such person, firm, partnership or corporation, and shall be deemed punishable therefore as provided in this Ordinance.

Section 13: Civil Remedies Available. The violation of any of the provisions of this Ordinance or any of the Codes hereby adopted shall constitute a nuisance and may be abated by the City through civil process by means of restraining order, preliminary or permanent injunction or in any other manner provided by law for the abatement of such nuisances.

Section 14: The Council finds that the actions contemplated by this ordinance are exempt from the California Environmental Quality Act (CEQA), under CEQA Guidelines

Section 15061(b)(3), in that it can be seen with certainty that there is no possibility for the proposed ordinance to have a significant effect on the environment.

Section 15. Severability. The City Council declares that, should any provision, section, paragraph, sentence or word of this Ordinance or the Codes hereby adopted be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences and words of this Ordinance and the Codes hereby adopted shall remain in full force and effect.

Section 16: The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published in the manner prescribed by law.

PASSED AND ADOPTED this _____ day of _____, _____, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

I, Adria Jimenez, City Clerk of the City of Buena Park, California, do hereby certify that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Buena Park held on the ____ day of _____, _____, and finally passed on the ____ day of _____, ____.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BUENA PARK ADOPTING BY REFERENCE THE 2025 CALIFORNIA FIRE CODE, INCORPORATING THE "INTERNATIONAL FIRE CODE", 2024 EDITION, INCLUDING ALL APPENDICES, TOGETHER WITH CERTAIN AMENDMENTS, DELETIONS, ADDITIONS, AND PENALTIES, AND AMENDING TITLE 16 OF THE BUENA PARK MUNICIPAL CODE.

A. Recitals.

(i) California Government Code § 50022.1, et seq. authorizes the adoption, by reference, of the 2025 California Fire Code.

(ii) At least one copy of said Code, certified as full, true and correct by the City Clerk of the City of Buena Park, has been filed in the office of the City Clerk of the City of Buena Park in accordance with the provisions of California Government Code § 50022.6 and in the office of the building official in accordance with California Health and Safety Code § 18942(d)(1).

(iii) A duly noticed public hearing, as required by California Government Code § 50022.3, has been conducted and concluded prior to the adoption of this Ordinance.

(iv) All legal prerequisites to the adoption of this Ordinance have occurred.

B. Ordinance.

NOW, THEREFORE, the City Council of the City of Buena Park does hereby find, determine and ordain as follows:

Section 1: The facts set forth in the Recitals, Part A, of this Ordinance are true and correct.

Section 2: Chapter 16.00 of Title 16 of the Buena Park Municipal Code is hereby repealed provided that said repeal shall not affect or excuse any violation thereof occurring prior to the effective date of this Ordinance. A new Chapter 16.00 is hereby added to Title 16 of the Buena Park Municipal Code to read as follows:

"Chapter 16.00

FIRE CODE ADOPTED

Sections:

16.00.010 Fire Code adopted.

16.00.010 Fire Code adopted. Except as hereinafter provided in Chapter 16.04, the 2025 California Fire Code, incorporating the International Fire Code, 2024 Edition, including all appendices, together with certain amendments, deletions, additions, and penalties, is hereby adopted by reference for the purpose of prescribing regulations governing conditions hazardous to life and property and protecting the same from fire or explosion, save and except such portions as are hereinafter added, deleted, modified or amended. Said Code shall be referred to as the Fire Code of the City of Buena Park."

Section 3. Chapter 16.04 of Title 16 of the Buena Park Municipal Code is hereby repealed provided that said repeal shall not affect or excuse any violation thereof occurring prior to the

effective date of this Ordinance. A new Chapter 16.04 is hereby added to Title 16 of the Buena Park Municipal Code to read as follows:

"Chapter 16.04

FIRE CODE AMENDMENTS

Sections:

16.04.010 Fire Code amendments.

16.04.010 Fire code amendments.

Chapter 1

Scope and Administration

Chapter 1 Scope and Administration is adopted in its entirety with the following amendments:

Section 113.4 Violation penalties is hereby revised as follows:

> **113.4 Violation penalties.** Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or shall fail to comply with any issued orders or notices or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be subject to penalties assessed as prescribed in the OCFA Prevention Field Services adopted fee schedule. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 113.4.2 Infraction and misdemeanor is hereby added as follows:

> **113.4.2 Infraction and misdemeanor.** Persons operating or maintaining any occupancy, premises or vehicle subject to this code that shall permit any fire or life safety hazard to exist on premises under their control shall be guilty of an infraction. Persons who fail to take immediate action to abate a fire or life safety hazard when ordered or notified to do so by the chief or a duly authorized representative are guilty of a misdemeanor.

Chapter 2

Definitions

Chapter 2 Definitions is adopted in its entirety as amended by the State Fire Marshal with the following amendments:

Sections 202 General Definitions is hereby revised by adding "OCFA" and "Spark Arrester" as follows:

202 General Definitions

OCFA: Orange County Fire Authority, fire authority having jurisdiction.

SPARK ARRESTER. A listed device constructed of noncombustible material specifically

for the purpose of meeting one of the following conditions:

1. Removing and retaining carbon and other flammable particles/debris from the exhaust flow of an internal combustion engine in accordance with California Vehicle Code Section 38366.
2. Fireplaces that burn solid fuel in accordance with California Building Code Chapter 28.

Chapter 3

General Requirements

Chapter 3 General Requirements is adopted in only those sections and subsections adopted by the State Fire Marshall with the following amendments:

Section 304.1.3 Vegetation is hereby revised as follows:

304.1.3 Vegetation. Weeds, grass, vines or other growth that is capable of being ignited and endangering property, shall be cut down and removed by the owner or occupant of the premises. Vegetation clearance requirement in urban-wildland interface areas shall be in accordance with Part 7, the California Wildland-Urban Interface Code. Type, amount, arrangement, and maintenance of vegetation in a fuel modification area, interior slope, or similarly hazardous area shall be in accordance with OCFA Guideline C-05 "Vegetation Management Guideline—Technical Design for New Construction, Fuel Modification Plans, and Maintenance Program."

Section 305.6 Hazardous Conditions is hereby added as follows:

305.6 Hazardous conditions. Outdoor fires burning wood or other solid fuel are not allowed when any of the following conditions applies:

1. When predicted sustained winds exceed 8 MPH and relative humidity is less than 25%, or a red flag condition has been declared
2. When an official sign was caused to be posted by the fire code official, or a public announcement is made

No outdoor fires using any fuel type are permitted when predicted sustained winds exceed 20 MPH or when such fires present a hazard as determined by the fire code official.

Section 305.7 Disposal of rubbish is hereby added as follows:

305.7 Disposal of rubbish. Rubbish, trash or combustible waste material shall be burned only within an approved incinerator and in accordance with Section 307.2.1.

Section 307 OPEN BURNING, RECREATIONAL FIRES AND PORTABLE OUTDOOR FIREPLACES is hereby revised as follows:

SECTION 307 OPEN BURNING, RECREATIONAL FIRES, FIRE PITS, FIRE RINGS, AND PORTABLE OUTDOOR FIREPLACES

Sections 307.6 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices used at Group R Occupancies is hereby added as follows:

> **307.6 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices used at Group R Occupancies.** Outdoor fireplaces, fire pits, fire rings, or similar exterior devices used at Group R occupancies shall comply with this section.
>
> **Exception:** Barbeques, grills, and other portable devices intended solely for cooking.

Section 307.6.1 Gas-fueled devices is hereby added as follows:

> **307.6.1 Gas-fueled devices.** Outdoor fireplaces, fire pits and similar devices fueled by natural gas or liquefied-petroleum gas are allowed when approved by the Building and Safety Division and the device is designed to only burn a gas flame and not wood or other solid fuel. At R-3 occupancies, combustible construction and vegetation shall not be located within three feet of an atmospheric column that extends vertically from the perimeter of the device. At other R occupancies, the minimum distance shall be ten feet. Where a permanent Building and Safety Division approved hood and vent is installed, combustible construction may encroach upon this column between the bottom of the hood and the vent opening. Where chimneys or vents are installed, they shall have a spark arrester as defined in Section 202.

Section 307.6.2 Devices using wood or fuels other than natural gas or liquefied-petroleum gas is hereby added as follows:

> **307.6.2 Devices using wood or fuels other than natural gas or liquefied-petroleum gas.** Permanent outdoor fireplaces burning wood or other solid fuel shall be constructed in accordance with the California Building Code with clearance from combustible construction and building openings as required therein. Fires in a fireplace shall be contained within a firebox with an attached chimney. The opening in the face of the firebox shall have an installed and maintained method of arresting sparks.
>
> The burning of wood or other solid fuel in a device is not allowed within 25 feet of combustible structures unless within an approved permanent fireplace, Conditions which could cause a fire to spread within 25 feet of a structure or to vegetation shall be eliminated prior to ignition. Fires in devices burning wood or solid fuel shall be in accordance with Sections 305, 307, and 308.
>
> **Exceptions:**
>
> 1. Portable fireplaces and fire rings/pits equipped with a device to arrest sparks shall be located at least 3' from combustible construction at R-3 occupancies,
> 2. Portable fireplaces, and fire pits/rings equipped with a device to arrest sparks, shall be located at least 15 feet from combustible structures at other R occupancies.

Section 307.6.2.1 Where prohibited is hereby added as follows:

> **307.6.2.1 Where prohibited.** The burning of wood and other solid fuels shall not be conducted within a fuel modification zone, Wildfire Risk Area (WRA), Wildland-Urban Interface Area (WUI), or in locations where conditions could cause the spread of fire to the

WRA or WUI.

Exceptions:

1. Permanent fireplaces that are not located in a fuel modification zone
2. Where determined by the Fire Code Official that the location or design of the device should reasonably prevent the start of a wildfire.

Section 324 Fuel Modification Requirements for New Construction is hereby added as follows:

324 Fuel Modification Requirements for New Construction. All new structures and facilities adjoining land containing hazardous combustible vegetation shall be approved and in accordance with the requirements of OCFA Guideline C-05 "Vegetation Management Guideline – Technical Design for New Construction Fuel Modification Plans and Maintenance Program.

Section 325 Clearance of brush or vegetation growth from roadways is hereby added as follows:

322 Clearance of brush or vegetation growth from roadways. The fire code official is authorized to cause areas within 10 feet (3048 mm) on each side of portions of highways and private streets which are improved, designed or ordinarily used for vehicular traffic, to be cleared of flammable vegetation and other combustible growth. Measurement shall be from the flow-line or the end of the improved edge of the roadway surfaces.

Exception: Single specimens of trees, ornamental shrubbery or cultivated ground cover such as green grass, ivy, succulents or similar plants used as ground covers, provided that they do not form a means of readily transmitting fire.

Section 326 Unusual Circumstances is hereby added as follows:

326 Unusual circumstances. The fire code official may suspend enforcement of the vegetation management requirements and require reasonable alternative measures designed to advance the purpose of this code if determined that in any specific case that any of the following conditions exist:

1 Difficult terrain.
2 Danger of erosion.
3 Presence of plants included in any state and federal resources agencies, California Native Plant Society and county-approved list of wildlife, plants, rare, endangered and/or threatened species.
4 Stands or groves of trees or heritage trees.
5 Other unusual circumstances that make strict compliance with the clearance of vegetation provisions undesirable or impractical.

Section 327 Use of Equipment is hereby added as follows:

327.1 Use of equipment. Except as otherwise provided in this section, no person shall use, operate, or cause to be operated in, upon or adjoining any hazardous fire area any internal combustion engine which uses hydrocarbon fuels, unless the engine is equipped with a spark arrester as defined in Section 202 maintained in effective working order, or the engine

is constructed, equipped and maintained for the prevention of fire.

Exceptions:

1. Engines used to provide motor power for trucks, truck tractors, buses, and passenger vehicles, except motorcycles, are not subject to this section if the exhaust system is equipped with a muffler as defined in the Vehicle Code of the State of California.
2. Turbocharged engines are not subject to this section if all exhausted gases pass through the rotating turbine wheel, there is no exhaust bypass to the atmosphere, and the turbocharger is in good mechanical condition.

Section 327.2 Use of Equipment and Devices Generating Heat, Sparks or Open Flames is hereby added as follows**:**

327.2 Equipment and devices generating heat, sparks or open flames. During any time of the year within Wildfire Risk Areas, within or immediately adjacent to any forest- or brush-covered land or non-irrigated grass-covered land, no person shall use or operate any welding equipment, cutting torches, tar pots, grinding devices, or other tools or equipment that may produce a spark, fire, or flame that could result in a wildfire without doing the following:

1. First clearing away all flammable material, including snags, from the area around such operation for a distance of 30 feet or other approved method to reduce fire spread into the wildlands. If a 30 foot clearing cannot be achieved, then an alternate method shall be approved by the AHJ prior to work starting.
2. Maintain one serviceable round point shovel with an overall length of not less than forty-six (46) inches and one backpack pump water-type fire extinguisher fully equipped and ready for use at the immediate area during the operation.
3. Stop work when winds are 8 MPH or greater during periods when relative humidity is less than 25%, or a red flag condition has been declared or public announcement is made, when an official sign was caused to be posted by the fire code official, or when such fires present a hazard as determined by the fire code official.
4. Keep a cell phone nearby and call 911 immediate in case of fire.

Section 327.3 Spark Arresters is hereby added as follows:

327.3 Spark arresters. Spark arresters shall comply with Section 202, and when affixed to the exhaust system of engines or vehicles subject to Section 327 shall not be placed or mounted in such a manner as to allow flames or heat from the exhaust system to ignite any flammable material.

Chapter 4

Emergency Planning and Preparedness

Chapter 4: **Emergency Planning and Preparedness** is adopted in only those sections, subsections, adopted by the State Fire Marshal with the following amendment.

Section 407.5 is revised as follows:

407.5 Hazardous Materials Inventory Statement. Where required by the fire code official, each application for a permit shall follow OCFA Guideline G-04 "Completion of the Chemical Classification" in accordance with Section 5001.5.2.

Chapter 5

Fire Service Features

Chapter 5 Fire Service Features is entirety as amended by the State Fire Marshal with the following amendments:

Section 501.1 Scope is revised as follows:

501.1 Scope. Fire service features for buildings, structures and premises shall comply with this chapter and, where required by the fire code official, with OCFA Guideline B-01, "Fire Master Plan for Commercial & Residential Development."

Section 510.1 Emergency responder communications enhancement systems in new buildings is hereby deleted and replaced as follows:

510.1 Emergency responder radio coverage in new buildings. All new buildings shall have approved radio coverage for emergency responders within the building based upon the existing coverage levels of the public safety communication systems of the jurisdiction at the exterior of the building. This section shall not require improvement of the existing public safety communication systems. The Emergency Responder Radio Coverage System shall comply with the requirements of the Orange County Sheriff's Department, Communications and Technology Division, and where the functionality of performance requirements in the California Fire Code are more stringent, this code.

Exceptions:

1. In buildings or structures where it is determined by the fire code official that the radio coverage system is not needed, including but not limited to the following:
    a. Existing buildings or structures, unless required by the Building Official and OCFA for buildings and structures undergoing extensive remodel and/or expansion.
    b. Elevators.
    c. Structures that meet all of the following:
        i. Three stories or less, and
        ii. Do not have subterranean storage or parking, and
        iii. Do not exceed 50,000 square feet on any single story.
    d. Structures that meet all of the following:
        i. Residential structures four stories or less, and
        ii. Constructed of wood, and
        iii. Do not have subterranean storage or parking, and
        iv. Are not built integral to an above ground multi-story parking structure.

Should a structure that is three stories or less and 50,000 square feet or smaller on any single story include subterranean storage or parking, then this ordinance shall apply only to the subterranean areas.

2. In facilities where emergency responder radio coverage is required and such systems, components or equipment required could have a negative impact on the normal operations of the facility, the fire code official shall have the authority to accept an automatically activated emergency radio coverage system.

Chapter 6

Building Services and Systems

Chapter 6 Building Services and Systems is adopted in its entirety as amended by the State Fire Marshal.

Chapter 7

Fire and Smoke Protection Features

Chapter 7 Fire and Smoke Protection Features is adopted in its entirety as amended by the State Fire Marshal.

Chapter 8

Interior Finish, Decorative Materials and Furnishings

Chapter 8 Interior Finish, Decorative Materials and Furnishings is adopted in its entirety as amended by the State Fire Marshal.

Chapter 9

Fire Protection and Life Safety Systems

Adopt Chapter 9 Fire Protection and Life Safety Systems is adopted in its entirety as amended by the State Fire Marshall with the following amendments:

Section 903.2 Where required is hereby revised as follows:

903.2 Where required. Approved automatic sprinkler systems in buildings and structures shall be provided when one of the following conditions exists:

1. **New buildings.** Notwithstanding any applicable provisions of Sections 903.2.1 through 903.2, an automatic sprinkler system shall also be installed in all occupancies when the total building area exceeds 5,000 square feet as defined in Section 202, regardless of fire areas or allowable area, or is more than two stories in height.

   Exception: Subject to approval by the Fire Code Official, open parking garages in accordance with Section 406.5 of the California Building Code *that are smaller than the area specified in section 903.2.10 (3) or 903.2.10.1 of the California Fire Code.*

2. **Existing Buildings.** Notwithstanding any applicable provisions of this code, an automatic sprinkler system shall be provided in an existing building when an addition occurs and one of the following conditions exists:

   a. When an addition is 33% or more of the existing building area, and the resulting building area exceeds 5000 square feet
   b. When an addition exceeds 2000 square feet and the resulting building area exceeds 5000 square feet.
   c. An additional story is added above the second floor regardless of fire areas or allowable area.

Exception: Additions to Group R-3 occupancies shall comply with Section 903.2.8 (2).

Section 903.2.8 Group R is hereby revised as follows:

903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area as follows:

1. **New Buildings.** An automatic sprinkler system shall be installed throughout all new buildings.

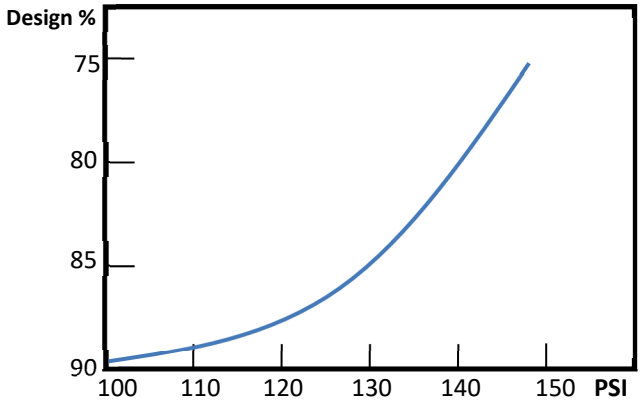
2. **Existing Buildings.** An automatic sprinkler system shall be installed throughout any existing building when the floor area of the alteration within any two-year period exceeds 50% of area of the existing structure and the building area exceeds 5,500 square-feet. When the cost of installing an approved automatic sprinkler system exceeds 5% of the cost of the alteration, with the approval of the fire code official, the required automatic sprinkler system may be omitted.

Section 903.3.5.3 Hydraulically calculated systems is hereby added as follows:

903.3.5.3 Hydraulically calculated systems. The design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity.

Exception: When static pressure exceeds 100 psi, and when required by the fire code official, the fire sprinkler system shall not exceed the water supply capacity specified by Table 903.3.5.3.

TABLE 903.3.5.3
Hydraulically Calculated Systems



Chapter 10

Means of Egress

Chapter 10 Means of Egress is adopted in its entirety as amended by the State Fire Marshal .

Chapter 11

Construction Requirements for Existing Buildings

Chapter 11 Construction Requirements for Existing Buildings is adopted in only those sections and subsections adopted by the State Fire Marshal.

Chapter 12

Energy Systems

Chapter 12 Energy Systems is adopted in its entirety as amended by the State Fire Marshal.

Chapter 20
Aviation Facilities

Chapter 20 Aviation Facilities is adopted in its entirety without amendments.

Chapter 21
Dry Cleaning

Chapter 21 Dry Cleaning is adopted in its entirety as amended by the State Fire Marshal.

Chapter 22
Combustible Dust-Producing Operations

Chapter 22 Combustible Dust-Producing Operations is adopted in its entirety.

Chapter 23
Motor Fuel-Dispensing Facilities and Repair Garages

Chapter 23 Motor Fuel-Dispensing Facilities and Repair Garages is adopted in its entirety as amended by the State Fire Marshal.

Chapter 24
Flammable Finishes

Chapter 24 Flammable Finishes is adopted in its entirety as amended by the State Fire Marshal.

Chapter 25
Fruit and Crop Ripening

Chapter 25 Fruit and Crop Ripening is not adopted.

Chapter 26
Fumigation and Insecticidal Fogging

Chapter 26 Fumigation and Insecticidal Fogging is not adopted.

Chapter 27
Semiconductor Fabrication Facilities

Chapter 27 Semiconductor Fabrication Facilities is adopted in its entirety.

Chapter 28

Lumber Yards and Agro-Industrial, Solid Biomass and Woodworking Facilities

Chapter 28 Lumber Yards and Agro-Industrial, Solid Biomass and Woodworking Facilities is adopted in its entirety with the following amendments:

Section 2801.2 Permit is hereby revised as follows:

2801.2 Permit. Permits shall be required as set forth in Section 105.5 and 105.5.31.

Section 2808.2 Storage site is hereby revised as follows:

2808.2 Storage site. Storage sites shall be level and on solid ground, elevated soil lifts or

other all-weather surface. Sites shall be thoroughly cleaned and approval obtained from the fire code official before transferring products to the site.

Section 2808.3 Size of piles is hereby revised as follows:

2808.3 Size of piles. Piles shall not exceed 15 feet in height, 50 feet in width and 100 feet in length.

Exception: The fire code official is authorized to allow the pile size to be increased where a fire protection plan is provided for approval that includes, but is not limited to, the following:

1. Storage yard areas and materials-handling equipment selection, design and arrangement shall be based upon sound fire prevention and protection principles.
2. Factors that lead to spontaneous heating shall be identified in the plan, and control of the various factors shall be identified and implemented, including provisions for monitoring the internal condition of the pile.
3. The plan shall include means for early fire detection and reporting to the public fire department; and facilities needed by the fire department for fire extinguishment including a water supply and fire hydrants.
4. Fire apparatus access roads around the piles and access roads to the top of the piles shall be established, identified, and maintained.
5. Regular yard inspections by trained personnel shall be included as part of an effective fire prevention maintenance program.

Additional fire protection called for in the plan shall be provided and shall be installed in accordance with this code. The increase of the pile size shall be based upon the capabilities of the installed fire protection system and features.

Section 2808.3.1 Increase in Pile or Stack Size is hereby deleted in its entirety.

Section 2808.4 Pile Separation is hereby revised as follows:

2808.4 Pile separation. Piles shall be separated from adjacent piles by a minimum distance of 20 feet. Additionally, piles shall have a minimum separation of 100 feet from combustible vegetation.

Section 2808.7 Pile fire protection is hereby revised as follows:

2808.7 Pile fire protection. Automatic sprinkler protection shall be provided in conveyor tunnels and combustible enclosures that pass under a pile. Combustible conveyor systems and enclosed conveyor systems shall be equipped with an approved automatic sprinkler system. Oscillating sprinklers with a sufficient projectile reach are required to maintain a 40% to 60% moisture content and wet down burning/smoldering areas.

Section 2808.9 Material-handling equipment is hereby revised as follows:

2808.9 Material-handling equipment. All material-handling equipment operated by an internal combustion engine shall be provided and maintained with an approved spark arrester. Approved material-handling equipment shall be available for moving wood chips, hogged material, wood fines and raw product during fire-fighting operations.

Section 2808.11 Temperature control is hereby added as follows:

2808.11 Temperature control. The temperature shall be monitored and maintained as specified in Sections 2808.11.1 and 2808.11.2.

Section 2808.11.1 Pile temperature control is hereby added as follows:

2808.11.1 Pile temperature control. Piles shall be rotated when internal temperature readings are in excess of 165 degrees Fahrenheit.

Section 2808.11.2 New material temperature control is hereby added as follows:

2808.11.2 New material temperature control. New loads delivered to the facility shall be inspected and tested at the facility entry prior to taking delivery. Material with temperature exceeding 165 degrees Fahrenheit shall not be accepted on the site. New loads shall comply with the requirements of this chapter and be monitored to verify that the temperature remains stable.

Section 2808.12 Water availability is hereby added as follows:

2808.12 Water Availability. Facilities with over 2500 cubic feet shall provide a water supply. The minimum fire flow shall be no less than 500 GPM @ 20 psi for a minimum of 1 hour duration for pile heights up to 6 feet and 2-hour duration for pile heights over 6 feet. If there is no water purveyor, an alternate water supply with storage tank(s) shall be provided for fire suppression. The water supply tank(s) shall provide a minimum capacity of 2500 gallons per pile (maximum 30,000 gallons) for piles not exceeding 6 feet in height and 5000 gallons per pile (maximum 60,000) for piles exceeding 6 feet in height. Water tank(s) shall not be used for any other purpose unless the required fire flow is left in reserve within the tank at all times. An approved method shall be provided to maintain the required amount of water within the tank(s).

Section 2808.13 Tipping areas is hereby added as follows:

2808.13 Tipping areas shall comply with the following:

1. Tipping areas shall not exceed a maximum area of 50 feet by 50 feet.
2. Material within a tipping area shall not exceed 5 feet in height at any time.
3. Tipping areas shall be separated from all piles by a 20 foot wide fire access lane.
4. A fire hydrant or approved fire water supply outlet shall be located within 150 feet of all points along the perimeter of the tipping area.
5. All material within a tipping area shall be processed within 5 days of receipt.

Section 2808.14 Emergency Contact is hereby added as follows:

2808.14 Emergency Contact. The contact information of a responsible person or persons shall be provided to the Fire Department and shall be posted at the entrance to the facility for responding units. The responsible party should be available to respond to the business in emergency situation.

Section 2808.15 Maximum Grid of Piles and Rows is hereby added as follows:

2808.15 Maximum Grid of Piles and Rows, Rows of Piles shall not exceed 500 feet by 500 feet. Grids shall be separated by a minimum 50 foot clear space used for no other purpose.

2808.16 Push-out / Clear area is hereby added as follows:

2808.16 Push-out / Clear area Piles exceeding 20 cubic yards shall be provided with push-out areas. Push-out areas shall be maintained clear at all times to allow for the largest pile to be spread out to a depth of 2 feet in height. Push-out areas shall be located within 250 feet of all edges of any pile and shall be located a minimum of 20 feet from any building

Chapter 29
Manufacture of Organic Coatings

Chapter 29 Manufacture of Organic Coatings is adopted in its entirety.

Chapter 30
Industrial Ovens

Chapter 30 Industrial Ovens is adopted in its entirety.

Chapter 31
Tents, Temporary Special Event Structures and Other Membrane Structures

Chapter 31 Temporary Special Event Structures and Other Membrane Structures is adopted in its entirety as amended by the State Fire Marshal.

Chapter 32
High-Piled Combustible Storage

Chapter 32 High-Piled Combustible Storage is adopted in its entirety as amended by the State Fire Marshal.

Chapter 33
Fire Safety During Construction and Demolition

Chapter 33 Fire Safety During Construction and Demolition is adopted in its entirety as amended by the State Fire Marshal.

Chapter 34
Tire Rebuilding and Tire Storage

Chapter 34 Tire Rebuilding and Tire Storage is adopted in its entirety without amendments as amended by the State Fire Marshal.

Chapter 35
Welding and Other Hot Work

Chapter 35 Welding and Other Hot Work is adopted in its entirety.

Chapter 36
Marinas

Chapter 36 Marinas is adopted in its entirety.

Chapter 37
Combustible Fibers

Chapter 37 Combustible Fibers is adopted in its entirety.

Chapter 39
Processing and Extraction Facilities

Chapter 39 Processing and Extraction Facilities is adopted in its entirety.

Chapter 40

Storage of Distilled Spirits and Wines

Chapter 40 STORAGE OF DISTILLED SPIRITS AND WINES is adopted in its entirety.

Chapter 41

Temporary Heating and Cooking Operations

Chapter 41 TEMPORARY HEATING AND COOKING OPERATIONS is adopted in its entirety as amended by the SFM.

Chapter 48
Motion Picture and Television Production Studio Sound Stages, Approved Production Facilities and Production Locations

Chapter 48 Motion Picture and Television Production Studio Sound Stages, Approved Production Facilities and Production Locations is adopted in its entirety.

Chapter 50
Hazardous Materials – General Provisions

Chapter 50 Hazardous Materials – General Provisions is adopted in its entirety as amended by the State Fire Marshal with the following amendments.

Section 5001.5.2 Hazardous Materials Inventory Statement (HMIS), is hereby revised as

follows:

5001.5.2 Hazardous Materials Inventory Statement (HMIS). Where required by the fire code official, an application for a permit shall follow OCFA Guideline G-04 "Completion of the Chemical Classification", which shall be completed and approved prior to approval of plans, and/or the storage, use or handling of chemicals on the premises.

Section 5003.1.1.1 Extremely Hazardous Substances is hereby added as follows:

5003.1.1.1 Extremely Hazardous Substances. No person shall use or store any amount of extremely hazardous substances (EHS) in excess of the disclosable amounts (see Health and Safety Code Section 25500 et al) in a residential zoned or any residentially developed property.

Chapter 51
Aerosols

Chapter 51 Aerosols is adopted in its entirety.

Chapter 53
Compressed Gases

Chapter 53 Compressed Gases is adopted in its entirety.

Chapter 54
Corrosive Materials

Chapter 54 Corrosive materials is adopted in its entirety as amended by the State Fire Marshal.

Chapter 55
Cryogenic Fluids

Chapter 55 Cryogenic Fluids is adopted in its entirety.

Chapter 56
Explosives and Fireworks

Chapter 56 Explosives and Fireworks is adopted in its entirety with the following amendments:

Section 5608.2 Firing is hereby added as follows:

5608.2 Firing. All fireworks displays, regardless of mortar, device, or shell size, shall be electrically fired.

Section 5608.3 Application for Permit is hereby added as follows:

Section 5608.3 Application for Permit. A diagram of the grounds on which the display is to be held showing the point at which the fireworks are to be discharged, the fallout area based on 100 feet per inch of shell size, the location of all buildings, roads, and other means of transportation, the lines behind which the audience will be restrained, the location of all nearby trees, telegraph or telephone line, or other overhead obstructions shall be provided to OCFA.

Chapter 57
Flammable and Combustible Liquids

Chapter 57 Flammable and Combustible Liquids is adopted in its entirety as amended by the State Fire Marshal.

Chapter 58
Flammable Gases and Flammable Cryogenic Fluids

Chapter 58 Flammable Gases and Flammable Cryogenic Fluids is adopted in its entirety as amended by the State Fire Marshal.

Chapter 59
Flammable Solids

Chapter 59 Flammable Solids is adopted in its entirety.

Chapter 60
Highly Toxic and Toxic Materials

Chapter 60 Highly Toxic and Toxic Materials is adopted in its entirety.

Chapter 61
Liquefied Petroleum Gases

Chapter 61 Liquefied Petroleum Gases is adopted in its entirety.

Chapter 62
Organic Peroxides

Chapter 62 Organic Peroxides is adopted in its entirety.

Chapter 63
Oxidizers, Oxidizing Gases, and Oxidizing Cryogenic Fluids

Chapter 63 Oxidizers, Oxidizing Gases, and Oxidizing Cryogenic Fluids is adopted in its entirety.

Chapter 64
Pyrophoric Materials

Chapter 64 Pyrophoric Materials is adopted in its entirety.

Chapter 65
Pyroxylin (Cellulose Nitrate) Plastics

Chapter 65 Pyroxylin (Cellulose Nitrate) Plastics is adopted in its entirety.

Chapter 66
Unstable (Reactive) Materials

Chapter 66 Unstable (Reactive) Materials is adopted in its entirety.

Chapter 67
Water-Reactive Solids and Liquids

Chapter 67 Water-Reactive Solids and Liquids is adopted in its entirety.

Chapter 80
Referenced Standards

Chapter 80 Referenced Standards is adopted in its entirety as amended by the State Fire Marshal with the following amendments.

NFPA 13, 2025 Edition, Standard for the Installation of Sprinkler Systems is hereby amended as follows:

Section 16.12.3.3 is hereby revised as follows:

> **6.7.3** Fire department connections (FDC) shall be of an approved type. The location shall be approved and be no more than 150 feet from a public hydrant. The FDC may be located within 150 feet of a private fire hydrant when approved by the fire code official. The size of piping and the number of 2½" inlets shall be approved by the fire code official. If acceptable to the water authority, it may be installed on the backflow assembly. Fire department inlet connections shall be painted OSHA safety red or as approved. When the fire sprinkler density design requires more than 500 gpm (including inside hose stream demand), or a standpipe system is included, four 2½" inlets shall be provided.

Section 9.4.3.1 is hereby revised as follows:

> **9.4.3.1** When fire sprinkler systems are installed in shell buildings of undetermined use (Spec Buildings) other than warehouses (S occupancies), fire sprinklers of the quick-response type shall be used. Use is considered undetermined if a specific tenant/occupant is not identified at the time the fire sprinkler plan is submitted. Sprinklers in light hazard

occupancies shall be one of the following:

(1) Quick-response type as defined in 3.6.4.8
(2) Residential sprinklers in accordance with the requirements of 8.4.5
(3) Quick response CMSA sprinklers
(4) ESFR sprinklers
(5) Standard-response sprinklers used for modifications or additions to existing light hazard systems equipped with standard-response sprinklers.
(6) Standard-response sprinklers used where individual standard-response sprinklers are replaced in existing light hazard systems.

Section 9.2.1.7 is hereby revised as follows:

9.2.1.7 Concealed spaces filled with noncombustible insulation shall not require sprinkler protection when approved by the fire code official.

NFPA 13D 2025 Edition, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes is hereby amended as follows:

Section 7.1.2 is hereby revised as follows:

7.1.2 The sprinkler system piping shall not have separate control valves installed unless supervised by a central station, proprietary, or remote station alarm service.

NFPA 24, 2025 Edition, Standard for the Installation of Private Fire Service Mains and Their Appurtenances is hereby amended as follows:

Section 6.2.8.1 is hereby added as follows:

6.2.8.1 All indicating valves controlling fire suppression water supplies shall be painted OSHA red.

Exceptions:

1. Brass or bronze valves on sprinkler risers mounted to the exterior of the building may be left unpainted.
2. Where OS&Y valves on the detector check assembly are the only control valves, at least one OS&Y valve shall be painted red.

Section 6.2.9 is hereby revised as follows:

All connections to private fire service mains for fire protection systems shall be arranged in accordance with one of the following so that they can be isolated:

(1) A post indicator valve installed not less than 40 ft (12 m) from the building

1. For buildings less than 40 ft (12 m) in height, a post indicator valve shall be permitted to be installed closer than 40 ft (12 m) but at least as far from the building as the height of the wall facing the post indicator valve.

2. Post indicating valves shall be allowed to be closer than 40 ft (12 m) to the building when a property line or other physical barriers make it impossible to have a post indicating valve 40 ft (12m) away.

3. Post indicating valves shall be allowed to be closer than 40 ft (12 m) to the building when building driveway or fire access roadways or other building traffic make it impractical to be 40 ft (12 m).

(2) A wall post indicator valve on risers located within the building, either a nonrising stem gate valve with a wall post indicator or a listed butterfly valve with an indicating handle extending out through the building wall.

(3) A backflow preventer with at least one indicating valve not less than 40 ft (12 m) from the building

(a) For buildings less than 40 ft (12 m) in height, a backflow preventer with at least one indicating valve shall be permitted to be installed closer than 40 ft (12 m) but at least as far from the building as the height of the wall facing the backflow preventer.

(b) Backflow preventer valves shall be allowed to be closer than 40 ft (12 m) to the building when a property line or other physical barriers make it impossible to have a backflow preventer valve 40 ft (12 m) away.

(c) Backflow preventer valves shall be allowed to be closer than 40 ft (12 m) to the building when building driveway or fire access roadways or other building traffic make it impractical to be 40 ft (12 m).

(4) Indicating control valves installed in a fire-rated room accessible from the exterior

(5) Indicating control valves in a fire-rated stair enclosure accessible from the exterior as permitted by the AHJ

(6) Any other valve type or location as permitted by the AHJ

Section 10.1.5 is hereby added as follows:

10.1.5 All ferrous pipe and joints shall be polyethylene encased per AWWA C150, Method A, B, or C. All fittings shall be protected with a loose 8-mil polyethylene tube or sheet. The ends of the tube or sheet shall extend past the joint by a minimum of 12 inches and be sealed with 2 inch wide tape approved for underground use. Galvanizing does not meet the requirements of this section.

Exception: 304 or 316 Stainless Steel pipe and fittings

Section 10.4.1.1 is hereby revised as follows:

10.4.1.1 All bolted joint accessories shall be cleaned and thoroughly coated with asphalt or other corrosion-retarding material after installation.

Exception: Bolted joint accessories made from 304 or 316 stainless steel.

Section 10.4.1.1.1 is hereby added as follows:

10.4.1.1.1 All bolts used in pipe-joint assembly shall be 316 stainless steel.

Section 10.4.3.2 is hereby deleted and replaced as follows:

10.4.3.2 Where fire service mains enter the building adjacent to the foundation, the pipe may run under a building to a maximum of 24 inches, as measured from the interior face of the exterior wall to the center of the vertical pipe. The pipe under the building or building foundation shall be 304 or 316 stainless steel and shall not contain mechanical joints or it shall comply with 10.4.3.2.1 through 10.4.3.2.4.

Appendices

Appendix A is not adopted

Appendix B is adopted in its entirety as amended by the State Fire Marshal.

Appendix BB is adopted in its entirety.

Appendix C is adopted in its entirety as amended by the State Fire Marshal.

Appendix CC is adopted in its entirety.

Appendix D is not adopted.

Appendix E is not adopted.

Appendix F is not adopted.

Appendix G is not adopted.

Appendix H is adopted in its entirety.

Appendix I is not adopted.

Appendix J is not adopted.

Appendix K is not adopted.

Appendix L is not adopted.

Appendix M is not adopted.

Appendix N is not adopted.

Appendix O is not adopted.

Appendix P is not adopted.

Appendix Q is not adopted.

Section 4: Penalties for Violation of Ordinance. It shall be unlawful for any person, firm, partnership, or corporation to violate any provision or to fail to comply with any of the requirements of this Ordinance or of the Code hereby adopted. Except for violations deemed to be an infraction, any person, firm, partnership or corporation violating any provision of this Ordinance or of the Code hereby adopted or failing to comply with any of their requirements shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not exceeding one thousand dollars ($1000.00), or by imprisonment not exceeding six (6) months, or by both such fine and imprisonment. Each and every person, firm, partnership, or corporation shall be deemed guilty of a separate offense for each and every day or any portion thereof during which any violation of any of the provisions of this Ordinance or the Code hereby adopted is committed, continued or permitted by such person, firm, partnership or corporation, and shall be deemed

punishable therefore as provided in this Ordinance.

Section 5: Civil Remedies Available. The violation of any of the provisions of this Ordinance or of the Code hereby adopted shall constitute a nuisance and may be abated by the City through civil process by means of restraining order, preliminary or permanent injunction or in any other manner provided by law for the abatement of such nuisances.

Section 6: The Council finds that the actions contemplated by this ordinance are exempt from the California Environmental Quality Act (CEQA), under CEQA Guidelines Section 15061(b)(3), in that it can be seen with certainty that there is no possibility for the proposed ordinance to have a significant effect on the environment.

Section 7. Severability. The City Council declares that, should any provision, section, paragraph, sentence or word of this Ordinance or the Code hereby adopted be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences and words of this Ordinance and the Code hereby adopted shall remain in full force and effect.

Section 8: The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published in the manner prescribed by law.

PASSED AND ADOPTED this _____ day of _____, _____, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

_____
Mayor

ATTEST:

_____
City Clerk

I, Adria Jimenez, City Clerk of the City of Buena Park, California, do hereby certify that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Buena Park held on the ____ day of _____, _____, and finally passed at a regular meeting of the City Council of the City of Buena Park held on the ____ day of _____, ____.

_____
City Clerk