AGENDA
CITY COUNCIL/ SUCCESSOR AGENCY TO THE FOUNTAIN VALLEY AGENCY
FOR COMMUNITY DEVELOPMENT/
FOUNTAIN VALLEY HOUSING AUTHORITY
Study Session 4:45 p.m.
Closed Session Immediately Following Study Session
Regular Meeting 6:00 p.m.
Tuesday, May 12, 2020
Council Chambers
10200 Slater Avenue
Fountain Valley, CA 92708
http://www.fountainvalley.org

PUBLIC PARTICIPATION/AUDIO/VIDEO ACCESS TO BROADCASTED MEETINGS:
Pursuant to Executive Order N-29-20 and given the current health concerns, members of the public are encouraged to access the meeting live on-line at https://www.fountainvalley.org/213/Watch-FV-Television, or can elect to view the meeting via cable television channel 3. Those wishing to provide comments on agenda or non-agenda items can do so by sending their question via email to Rick.Miller@Fountainvalley.org Please indicate in the subject line that your question is for the “City Council Meeting”. Also, please indicate if your question is regarding a specific item on the agenda, or if it is a general question not listed on the agenda. Information should be submitted no later than 5:00 PM the day of the meeting to ensure timely distribution to the City Council prior to consideration of agenda-related items. Comments received after 5:00 PM will be shared if possible, and made part of the official public record of the meeting as supplemental communication.

MEETING ASSISTANCE: In compliance with the Americans with Disabilities Act, anyone needing special assistance to participate in a meeting of the government bodies listed herein should contact the City Clerk’s Office at (714) 593-4445. Notification 72 hours prior to the meeting allows the City to make reasonable arrangements to ensure accessibility to the meeting.

AGENDA COMMUNICATIONS: All revised or additional documents and writings related to an item on this agenda provided to all or a majority of the government body members after distribution of the agenda packet, are available for public inspection (1) in the City Clerk’s Office at 10200 Slater Avenue, Fountain Valley, CA 92708 during normal business hours; and (2) in the Council Chambers at the time of the meeting. Unless directed otherwise by a government body listed herein all actions shall be based on/memorialized by the latest document submitted as a late communication.

PUBLIC COMMENTS/PUBLIC HEARINGS: Persons wishing to address the City Council or other government body listed complete a speaker card and give it to the City Clerk prior to the public comment period. Requests to speak will not be accepted after the public comment session begins without permission of the Mayor/Chair. Speakers must limit remarks to a total of (3) three minutes and address the City Council through the Mayor. Comments to individuals or staff are not permitted. Scheduled Matters, including Public
**Hearings:** Indicate on the card what item you want to address. **Unscheduled Matters:** Indicate on the card what subject matter you want to address. Comments must be related to issues that are within the jurisdiction of the governing body listed on the agenda. Pursuant to the Brown Act, the governing body may not enter into discussion regarding items not on the agenda.

**CONSENT CALENDAR:** All matters listed under the Consent Calendar are considered by the governing bodies listed herein to be routine and will be enacted on simultaneously with one motion without discussion unless separate action and/or discussion is requested by a governing body member, staff, or a member of the public.

**PUBLIC HEARINGS:** Persons wishing to speak in favor of or in opposition to a proposal are given an opportunity to do so during the public hearing. Those wishing to address a governing body during the hearing are requested to complete the speaker card and submit it to the City Clerk prior to the hearing. If a proposed action is challenged in court, there may be a limitation to raising only those issues raised during the hearing or in written correspondence received by the governing body at or before the hearing.

**Note:** The Fountain Valley City Council serves as the Successor Agency to the Fountain Valley Agency for Community Development (Successor Agency), the Fountain Valley Housing Authority, and the Fountain Valley Finance Authority. The Actions of the Successor Agency are separate and apart from the actions of the City Council.

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**STUDY SESSION**

**CALL TO ORDER**

4:45 p.m.

**PUBLIC COMMENTS** (Study Session matters only)

Persons wishing to speak on a Study Session matter are requested to identify themselves by completing a blue speaker card indicating the item they want to address and to give the card to the City Clerk prior to the public comment period. The City Clerk will call upon those that wish to speak.

1. 2020/21 Budget Workshop

**CLOSED SESSION**

**CALL TO ORDER**

Immediately Following Study Session

**PUBLIC COMMENTS** (Closed Session matters only)

Persons wishing to speak on a Closed Session matter are requested to identify themselves by completing a blue speaker card indicating the item they want to address and to give the card to the City Clerk prior to the public comment period.

2. **CONFERENCE WITH LABOR NEGOTIATORS** Pursuant to Government Code §54957.6.

   Agency Designated Representatives: City Manager, Rob Houston; Assistant to the City Manager, Maggie Le, Finance Director, Jennifer Lampman, Budget Analyst, David Farone; Human Resources Director, Chelsea Phebus, Attorney for the City, Colin Burns. Employee Organizations: Police Officers’ Association (POA).
OPEN SESSION

CALL TO ORDER
6:00 p.m.

INVOCATION

SALUTE TO THE FLAG
Council Member Kim Constantine

CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY/ ROLL CALL
Council Members: Constantine, Harper, Nagel, Mayor Pro Tem/Vice Chair Vo, Mayor/Chair Brothers

ANNOUNCEMENT OF SUPPLEMENTAL COMMUNICATIONS

PRESENTATIONS
• Certificate of Recognition for The Recess Room, 7 Leaves Café, and Nailing It For America.

PUBLIC COMMENTS (Scheduled Matters Only)
Persons wishing to speak on Agenda item(s) are requested to identify themselves by completing a blue speaker card indicating the item they want to address and to give the card to the City Clerk prior to the public comment period. Each person will be given up to 3 minutes to speak on the entire Consent Calendar, 3 minutes to speak on each item pulled from the consent calendar, and 3 minutes to speak on any agendized item(s) not appearing on the Consent Calendar.

CONSENT CALENDAR
Consent Calendar Items 3 – 9 will be approved simultaneously with one motion, unless separate action/or discussion is requested.

3. Receive and File the Draft Minutes of the April 21, 2020 Regular City Council Meeting Page 5

4. Home Improvement Program Policy Amendment Page 9

5. Approval of a Two Year Agreement with AdminSure in the amount of $173,328 to Administer the City’s Self-Insured Workers’ Compensation Program Page 30

7. Approval of a Resolution of the City Council of the City of Fountain Valley to Establish a Disadvantaged Business Enterprise (DBE) Program for City Projects Receiving Federal Funding for the Federal Fiscal Year beginning October 1, 2019 and ending September 30, 2024  Page 128

8. Waive the bidding requirements per FVMC 2.36.070 section 4 and award a contract to PlayPower LT Farmington, Inc. (Little Tikes) in the amount of $194,743.05 for the procurement and installation of ADA accessible playground equipment and rubberized surfacing at Cordata Park  Page 140

9. Approval of Additional Funds for the Agreement with Liebert Cassidy Whitmore (LCW) for Specialized Legal Services Relating to Personnel Matters  Page 165

PUBLIC HEARINGS
Each person will have up to 3 minutes to speak on each Public Hearing.

10. Public Hearing to consider two appeals of the Planning Commission decision to adopt Resolution 19-38, approving Conditional Use Permit No. 1864, filed by Khosro Habibi to modify the existing car wash operations to allow for an automated express car wash and to add 14 new self-service vacuum/detailing stations located at 10035 Ellis Avenue.  Page 169

ADMINISTRATIVE ITEMS

11. 1) Make factual findings based on substantial evidence in record that:
(A) Vasilij received, reviewed, and acknowledged Addendum No. 1 before submitting its bid,
(B) Vasilij reviewed and acknowledged Addendum No. 1 before the close of bids and did not withdraw its bid; and (C) Vasilij properly bid on the Project as amended by Addendum No. 1;
2) Determine Vasilij is bound by its bid and may not withdraw its bid; 3) Direct Staff to forfeit Vasilij’s bid bond in the event Vasilij attempts to withdraw its bid; 4) Find that the failure to submit a paper copy of the Addendum No. 1 with the bid was inconsequential because the evidence shows Vasilij bid on the Project as amended by Addendum No. 1 and is bound by that bid, and waive any irregularity caused by Vasilij’s failure to submit a signed paper copy of Addendum No. 1; 5) Reject GRFCO’s bid protest 6) Accept the bids and award a contract to Vasilij, Inc. in the amount of $2,093,676; 7) Accept the proposal and award a contract to Group Delta Consultants, Inc. in the amount of $30,539 to provide professional services for material testing and geotechnical services; and 8) Amend the project budget in the Sewer Fund (Fund 32) in the amount of $198,740 for the Sewer System Replacement, Project No. SF620-4.  Page 178

12. APPROVAL OF A RESOLUTION OF THE CITY OF FOUNTAIN VALLEY IMPLEMENTING PREFERENTIAL PERMIT PARKING FOR MEMORIAL DAY, INDEPENDENCE DAY AND LABOR DAY FOR 2020  Page310

COUNCIL MEMBER ITEMS FOR FUTURE CONSIDERATION

CITY COUNCIL/ SUCCESSOR AGENCY/ HOUSING AUTHORITY/ PUBLIC COMMENTS
(Unscheduled Matters Only)
Persons wishing to speak on an unscheduled matter are requested to identify themselves by completing a blue speaker and to give the card to the City Clerk. Each person will have up to 3 minutes to speak. The City Clerk will call upon those that wish to speak.

CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY AB 1234/GENERAL COMMENTS

ADJOURN THE MEETING OF THE CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY

The next Regular Meeting of the Fountain Valley City Council is June 2, 2020 at 6:00 p.m., in the Fountain Valley Council Chambers, 10200 Slater Avenue, Fountain Valley.
To: Honorable Mayor and Members of the City Council

Agenda Date: May 12, 2020

SUBJECT: 2020/21 Budget Workshop

EXECUTIVE SUMMARY:

This report provides the City Council with the Proposed Annual Operating Budget and Capital Improvement Plan for Fiscal Year 2020/21. The impact of the COVID pandemic on the City's operations may not be understated. Significant decreases to Sales Tax, Transient Occupancy Tax, and functional revenues will require a greater use of Measure HH revenue to fund ongoing operations. The Proposed General Fund Budget for FY2020/21 reflects a balanced operating budget where operating revenues exceed operating expenditures by approximately $2.6 million which is set-aside for reserves. Measure HH continues to provide the necessary funding to maintain essential city services, fund capital improvements, pay down debt and restore reserves as directed in the Measure HH Spending Pledge. The City's fiscal policy is guided by the 20-Year Financial Plan, which provides for long-term fiscal sustainability.

DISCUSSION:

The Proposed Annual Operating Budget & Capital Improvement Plan for Fiscal Year 2020/21 is summarized in the table below. Citywide revenues are projected at approximately $122.8 million and the proposed citywide expenditure budget is $132 million, which includes $111.2 million in operating expenditures and $20.8 million in capital projects and other non-operating (one-time) expenditures.

<table>
<thead>
<tr>
<th>Fund</th>
<th>Fund Balance 7/1/2020</th>
<th>Revenues &amp; Transfers In</th>
<th>Operating Expenditures &amp; Transfers Out</th>
<th>Capital Projects/ Non-Operating Expenditures</th>
<th>Fund Balance 6/30/2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td>43,314,096</td>
<td>57,421,411</td>
<td>56,015,213</td>
<td>4,884,812</td>
<td>42,535,255</td>
</tr>
<tr>
<td>Special Revenue</td>
<td>25,410,212</td>
<td>9,925,811</td>
<td>5,724,241</td>
<td>6,487,225</td>
<td>23,124,557</td>
</tr>
<tr>
<td>FVPFA Capital Project</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>FVPFA Debt Service</td>
<td>48</td>
<td>1,093,923</td>
<td>-</td>
<td>-</td>
<td>48</td>
</tr>
<tr>
<td>Enterprise Funds</td>
<td>16,420,495</td>
<td>25,242,198</td>
<td>20,471,642</td>
<td>8,523,740</td>
<td>12,667,310</td>
</tr>
<tr>
<td>Internal Service Funds</td>
<td>13,553,498</td>
<td>28,656,206</td>
<td>29,571,558</td>
<td>885,000</td>
<td>11,003,145</td>
</tr>
<tr>
<td>Successor Agency</td>
<td>670,153</td>
<td>-</td>
<td>264,283</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>OPEB Trust</td>
<td>11,301,372</td>
<td>508,562</td>
<td>-</td>
<td>-</td>
<td>11,809,934</td>
</tr>
<tr>
<td>Total All Funds</td>
<td>110,669,874</td>
<td>122,848,110</td>
<td>111,211,087</td>
<td>20,760,777</td>
<td>101,546,119</td>
</tr>
</tbody>
</table>
General Fund Operating Budget

The General Fund is the primary operating fund of the City. Total General Fund revenue is projected at $57,421,411, which consists of $55,931,411 in operating revenue and $1,490,000 in non-operating revenues related to miscellaneous reimbursements. The Proposed General Fund Budget for FY2020/21 reflects a balanced operating budget where operating revenues are projected to exceed operating expenditures by approximately $2.6 million, which is proposed to be set-aside for reserves.

<table>
<thead>
<tr>
<th>GENERAL FUND OPERATING BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Revenues</td>
</tr>
<tr>
<td>Operating Expenditures *</td>
</tr>
<tr>
<td>Net Operating Balance</td>
</tr>
</tbody>
</table>

Utilization of Net Operating Balance:
Increase in Reserves Set-Aside for:
Capital Reserves                | 2,595,971 |

Total Utilization of Net Operating Balance: 2,595,971

*Excluding Capital Project Expenditures & Carryovers

General Fund operating revenues are projected to decrease by $3.2 million over the prior year budget from $59.1 million to just over $55.9 million. Operating expenditures are up approximately $800 thousand from $52.5 million to $53.3 million.
## General Fund Operating Revenues

<table>
<thead>
<tr>
<th>Operating Revenue</th>
<th>2019/20 Adopted Budget</th>
<th>2020/21 Proposed Budget</th>
<th>Increase/Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General Revenue</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property Tax</td>
<td>$ 20,508,000</td>
<td>$ 21,130,000</td>
<td>$ 622,000</td>
</tr>
<tr>
<td>Franchise Fees</td>
<td>2,014,000</td>
<td>1,898,000</td>
<td>(116,000)</td>
</tr>
<tr>
<td>Bradley-Burns Sales Tax</td>
<td>12,448,000</td>
<td>10,988,000</td>
<td>(1,460,000)</td>
</tr>
<tr>
<td>Public Safety Sales Tax</td>
<td>434,000</td>
<td>410,000</td>
<td>(24,000)</td>
</tr>
<tr>
<td>Measure HH</td>
<td>12,297,000</td>
<td>11,153,000</td>
<td>(1,144,000)</td>
</tr>
<tr>
<td>Transient Occupancy Tax</td>
<td>1,433,000</td>
<td>937,000</td>
<td>(496,000)</td>
</tr>
<tr>
<td>Use of Money &amp; Property</td>
<td>1,797,000</td>
<td>1,695,000</td>
<td>(102,000)</td>
</tr>
<tr>
<td>Other Revenues</td>
<td>411,332</td>
<td>444,073</td>
<td>32,741</td>
</tr>
<tr>
<td>Transfers &amp; Contributions</td>
<td>2,462,270</td>
<td>2,364,944</td>
<td>(97,326)</td>
</tr>
<tr>
<td><strong>Total General Revenue</strong></td>
<td>53,804,602</td>
<td>51,020,017</td>
<td>(2,784,585)</td>
</tr>
<tr>
<td><strong>Functional Revenue</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Business License</td>
<td>425,500</td>
<td>385,000</td>
<td>(40,500)</td>
</tr>
<tr>
<td>Planning &amp; Building</td>
<td>1,206,525</td>
<td>1,190,025</td>
<td>(16,500)</td>
</tr>
<tr>
<td>Police</td>
<td>576,500</td>
<td>468,200</td>
<td>(108,300)</td>
</tr>
<tr>
<td>Engineering</td>
<td>272,500</td>
<td>322,500</td>
<td>50,000</td>
</tr>
<tr>
<td>Field Services</td>
<td>137,400</td>
<td>136,000</td>
<td>(1,400)</td>
</tr>
<tr>
<td>Fire</td>
<td>1,433,500</td>
<td>1,483,500</td>
<td>50,000</td>
</tr>
<tr>
<td>Community Services</td>
<td>1,291,509</td>
<td>926,169</td>
<td>(365,340)</td>
</tr>
<tr>
<td><strong>Total Functional Revenue</strong></td>
<td>5,343,434</td>
<td>4,911,394</td>
<td>(432,040)</td>
</tr>
</tbody>
</table>

The changes in revenues over the prior year are primarily due to the following:

- Property Tax revenue is projected to increase by $622,000 (3%) based on the projected increase in assessed valuations. Approximately two-thirds of the growth in property tax revenue is attributable to the 2% Proposition 13 inflation adjustment with the balance largely attributable to changes in ownership.
Sales Tax revenue (including Bradley Burns Sales Tax, Measure HH and the Public Safety Sales Tax) is projected to decrease by approximately $2.63 million over the FY2019/20 Adopted budget. The decrease of 16% represents the continued impact of the COVID pandemic from our peak Sales Tax revenue year in FY2018/19.

Transient Occupancy Tax is projected to decrease by approximately $496,000. This represents a 34.6% decrease over the prior year budget. We anticipate a gradual recovery for the hospitality industry as it navigates through 2020-21.

Functional Revenues are projected to decrease by $432,040. An unpredictable economy and new social distancing restrictions will have a significant impact on many
of the City’s departmental revenues. It’s anticipated that our Recreation & Community Service offerings will be limited through the first six months of the fiscal year, decreasing revenues by $365,000. Much of this loss is recovered by a reduction of expenses as the General Fund subsidizes these programs by greater than 60%.

General Fund Operating Expenditures

General Fund operating expenditures are projected to increase by approximately $873,000 over the prior year from $52.5 million to $53.3 million.

<table>
<thead>
<tr>
<th>Operating Expenditures</th>
<th>2019/20 Adopted Budget</th>
<th>2020/21 Proposed Budget</th>
<th>Increase/Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration</td>
<td>$1,493,777</td>
<td>$1,542,106</td>
<td>$48,329</td>
</tr>
<tr>
<td>Finance</td>
<td>1,337,999</td>
<td>1,352,459</td>
<td>14,460</td>
</tr>
<tr>
<td>Fire</td>
<td>11,136,054</td>
<td>10,998,725</td>
<td>(137,329)</td>
</tr>
<tr>
<td>Human Resources</td>
<td>828,787</td>
<td>823,429</td>
<td>(5,358)</td>
</tr>
<tr>
<td>Planning &amp; Building</td>
<td>1,431,808</td>
<td>1,371,074</td>
<td>(60,734)</td>
</tr>
<tr>
<td>Police</td>
<td>16,332,145</td>
<td>16,254,642</td>
<td>(77,503)</td>
</tr>
<tr>
<td>Public Works</td>
<td>7,052,651</td>
<td>7,198,028</td>
<td>145,377</td>
</tr>
<tr>
<td>Recreation &amp; Community Services</td>
<td>2,753,411</td>
<td>2,466,867</td>
<td>(286,544)</td>
</tr>
<tr>
<td>Debt Service</td>
<td>1,097,473</td>
<td>1,093,922</td>
<td>(3,551)</td>
</tr>
<tr>
<td>Non-Departmental</td>
<td>870,000</td>
<td>1,171,000</td>
<td>301,000</td>
</tr>
<tr>
<td>Transfers</td>
<td>8,127,792</td>
<td>9,063,191</td>
<td>935,399</td>
</tr>
<tr>
<td><strong>Total Operating Expenditures</strong></td>
<td><strong>$52,461,897</strong></td>
<td><strong>$53,335,443</strong></td>
<td><strong>$873,546</strong></td>
</tr>
</tbody>
</table>

The differences between the Proposed Budget for FY20/21 and the Adopted Budget for FY19/20 is primarily related to the following:

- **Administration** – net increase of $48,329 primarily related to (* update to be included in June 2 budget adoption. Additional changes will net a savings):
  - $25,000 increase to the Legal Services budget based on prior year’s trend for services.
  - $11,500 increase in salaries & benefits for the proposed reclassification of the Assistant to the City Manager to Deputy City Manager.
  - $4,500 increase in salaries & benefits for the reclassification of IT Technician to Senior IT Technician.*
  - $32,595 decrease by the elimination of the part time Management Aide position.*
  - $35,000 increase related to election year payment to County of Orange.
  - $18,000 decrease in Internal Service Fund charges related to decreased funding requirement for Self Insurance ($10,000) & reduction of Records Management Operating Budget based on historical trends ($8,000).

- **Fire** – net decrease of $137,329 primarily related to:
  - $99,000 net decrease in salaries and benefits associated with retirements, new hires and decreased funding requirement for Self Insurance.
  - $14,000 for the proposed reclassification of one Battalion Chief position to Division Chief.
$75,750 decrease in Internal Service Fund charges to reflect the FY19/20 purchase of Fire Department apparatus and the elimination of the Tiller Truck from the Fleet 10 Year Replacement Schedule (vehicle has an anticipated 18 year life).

$36,000 increase in operating for CNET Firefighter Training. This increase has a corresponding revenue offset.

- **Planning and Building** – decrease of $60,734 primarily related to:
  - $53,000 decrease in salaries and benefits by freezing the hiring of the Assistant Planner position due to current decrease in demand.

- **Police** – decrease of $77,503 primarily related to:
  - $151,000 decrease in salaries and benefits associated with retirements, new hires, and a decreased funding requirement for Self Insurance.
  - $168,000 increase in Internal Service Fund charges related to the increased percentage of Police Department Fleet on the 10 Year Replacement Schedule.
  - $46,000 decrease in operating relating to the selection of a new vendor for our Crossing Guards contract.
  - $40,000 decrease in departmental training budget offset with additional training offered via the Citywide training budget.

- **Public Works** – increase of $145,377 primarily related to:
  - $164,000 anticipated increase in contractual services & other operating accounts
  - $150,000 decrease in salaries & benefits by freezing part-time staff positions and three additional Field Services positions.
  - $131,000 increase in Internal Service Fund charges related to the increased percentage of Public Works Department Fleet on the 10 Year Replacement Schedule.

- **Recreation and Community Services** – decrease of $286,544 primarily related to:
  - $160,000 decrease in part-time salary costs associated with the elimination of classes, leagues, and events & services in response to the COVID pandemic.
  - $81,000 decrease in operating expenditures for the elimination of classes, leagues, and events & services in response to the COVID pandemic.
  - $45,000 decrease in Internal Service Fund charges related to a decreased funding requirement for Self Insurance.

- **Non-Departmental** – increase of $301,000 primarily related to:
  - $200,000 anticipated decrease in sales tax sharing agreements related to the COVID pandemic.
  - Eliminated $500,000 place holder for anticipated vacancies savings. These savings have now been reflected in each department’s budget.

- **Transfers** includes amounts related to the General Fund’s portion of the unfunded accrued pension liability & OPEB costs, which increased by approximately $935,000.
General Fund Capital Projects & Non-Operating Expenditures

The 2020/21 Proposed Budget includes $4,781,010 in project-related expenditures, which consists of the following:

<table>
<thead>
<tr>
<th>Capital Projects</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Security Camera System (Yard/Fire/Recreation Center) (GF792)</td>
<td>61,920</td>
</tr>
<tr>
<td>Recreation Center Interior Remodel (GF341)</td>
<td>1,100,000</td>
</tr>
<tr>
<td>NPDES Consultant (GF253)</td>
<td>50,000</td>
</tr>
<tr>
<td>Ambulance Program Negotiator (GF075)</td>
<td>20,000</td>
</tr>
<tr>
<td>Sports Park Outbuilding (GF349)</td>
<td>500,000</td>
</tr>
<tr>
<td>Emergency Vehicle Preemption Phase #1 (GF796)</td>
<td>375,000</td>
</tr>
<tr>
<td>I-405 Improvements (GF915)</td>
<td>1,490,000</td>
</tr>
<tr>
<td><strong>Total Capital Projects</strong></td>
<td><strong>3,596,920</strong></td>
</tr>
<tr>
<td><strong>General Plan Update</strong></td>
<td><strong>1,184,090</strong></td>
</tr>
<tr>
<td><strong>General Fund Project Expenditures</strong></td>
<td><strong>4,781,010</strong></td>
</tr>
</tbody>
</table>

General Fund Reserves

The Proposed General Fund Budget for FY2020/21 projects General Fund reserves at $42.5 million as of June 30, 2021.

<table>
<thead>
<tr>
<th>6/30/21 GENERAL FUND RESERVES</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Restricted:</strong></td>
</tr>
<tr>
<td>Pension Trust</td>
</tr>
<tr>
<td>Other</td>
</tr>
<tr>
<td><strong>Committed for Emergencies</strong></td>
</tr>
<tr>
<td><strong>Assigned:</strong></td>
</tr>
<tr>
<td>Economic Development</td>
</tr>
<tr>
<td>Capital Reserves</td>
</tr>
<tr>
<td>Contingency Reserves</td>
</tr>
<tr>
<td><strong>Total</strong></td>
</tr>
</tbody>
</table>

*Pension Trust* – The City has established a Section 115 Pension Trust to set aside pension reserves in an irrevocable trust, which is designed to mitigate against pension contribution volatility since Pension Trust assets can be used to offset unanticipated increases in CalPERS rates. The Pension Trust is also designed to mitigate against CalPERS investment return volatility through diversification where assets are managed in a customized investment strategy that balances risk and return. The Pension Trust is projected to increase by approximately $345,000, which will bring Pension Trust reserves to $11.0 million as of June 30, 2021. The long-term targeted reserve level is $30 million.
Emergency Reserves – Emergency Reserves are designed to address a number of risk factors including natural disasters, budget stabilization, revenue source stability, expenditure volatility and liquidity. Emergency Reserves may be utilized when the City Council declares an emergency for natural disasters or financial emergencies. A financial emergency is considered when annual General Fund operating revenues decrease by 5% or more or when annual General Fund operating expenditures increase by 5% or more. Emergency Reserves have been set at $12.5 million, which equates to approximately 55% of total Sales Tax Revenue for Fiscal Year 2020/21.

Economic Development Reserves – One of the City's 3-Year Strategic Plan Goals is to enhance economic development. In 2014, $2.5 million was set-aside for economic development. The Proposed FY2020/21 Budget includes $1 million to be spent from Economic Development Reserves on the General Plan Update. The available unappropriated balance for Economic Development Reserves is $1.5 million.

Capital Reserves – In accordance with the City’s Fund Balance Reserve Policy, amounts not otherwise restricted or committed are assigned to General Fund Capital Reserves. The City has significant capital improvement expenditures that can be funded on a pay-go basis without the issuance of debt. The City's General Fund Capital Reserves are projected to be approximately $14.4 million as of June 30, 2021. The Proposed FY 2020/21 Budget includes approximately $629,000 project expenditures primarily associated with the Emergency Vehicle Preemption (EVP) Project Phase #1.

Contingency Reserves – Contingency reserves includes amounts not otherwise restricted, committed or assigned and is intended to be used for expenses that surface after the end of the traditional budgeting process. Contingency reserves in excess of $500,000 are assigned to General Fund Capital Reserves.

Measure HH

The Proposed Budget for the fiscal year ended June 30, 2021 reflects approximately $11.1 in estimated Measure HH revenue. Measure HH was implemented by City voters with a responsible spending pledge that outlined what the funds should be used for. This pledge was closely followed in the preparation of this budget. The COVID crisis has greatly reduced the normal revenues that support the City’s services and could result in a need to cut essential services in order to balance the budget. Fortunately Measure HH funds are available to ensure that the goals of the spending pledge are followed. This pledge states that Measure HH funds should be used to maintain essential City services including Police and Fire response, maintain Fire Station #2 operations and Fire personnel, maintain Police force and programs, maintain Senior and Youth programs, ensure that street, sidewalk and roadways are repaired, and continue to maintain parks and playgrounds. Approximately $8.0 million is projected to be spent on essential city services such as public safety and senior and youth programs. $575,000 is projected to be spent on capital improvements for residential road rehabilitation and park improvements. The balance of Measure HH Funds, at approximately $2.6 million, is projected to be set aside for reserves. On May 7, 2020, the Measure HH Oversight Committee concluded that the Proposed Measure HH Budget for 2020-21 is consistent with the intent of the Measure
2020/21 Budget Workshop
May 12, 2020
Page 9

HH ballot measure and the Responsible Spending Pledge. The Oversight Committee's Report
to the City Council on the Fiscal Year 2020-21 use of HH Funds will be presented by Oversight
Committee Chair Michèle Jensen to the City Council at the budget adoption on June 2, 2020.

![2020-21 MEASURE HH USES BY CATEGORY](image)

**Personnel Requests**

The 2020/21 Budget includes the following personnel requests:

- Reclassification of the Assistant to the City Manager to the Deputy City Manager.
- Reclassification of one IT Technician to Senior IT Technician.
- Elimination of one 0.5 Management Aide position from the City Manager's Office.
- Reclassification of one Battalion Chief to Division Chief.

**Budget Supplements & Modifications**

A requested increase or decrease in an existing service level over and above the base budget
is considered a budget supplement or modification. Attached is a list of budget supplements
and modifications that were requested for FY2020/21, which amounted to approximately $1.64
million. $1.43 million was approved by the City Manager and is included within the proposed
budget. The largest budget supplements related to the following:

- $335,910 to fund the first year of the Police Department's Body Worn Camera program.
The expected five year total cost for this program is $1,278,942.
- $75,000 for the street light repair and replacement program. FY19/20 was the first full
  year of the City’s ownership of the street light program.
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May 12, 2020
Page 10

- $50,000 to fund year one of the program to replace the main arterial signs per the Manual on Uniform Traffic Control Devices (MUTCD).
- $65,000 for the increasing cost/consumption of gasoline & diesel fuel by the City's fleet.
- $33,000 for the purchase of a Ford Ranger for the Utilities Supervisor.
- $482,273 for the CPI increase for rubbish hauling services offset by revenue.
- $299,053 for the increased cost of water purchase (OCWD, import, reclaimed) offset by revenue.

Capital Improvement Plan

The Capital Improvement Plan for Fiscal Year 2020/21 totals approximately $20 million, which includes estimated carryover appropriations from Fiscal Year 2019/20. The Capital Project list has had a number of projects pushed from the 20/21 fiscal year into later years due to the economic downturn. Projects proposed to be delayed include, but are not limited to arterial median landscape improvements, police locker and rest rooms, Fire Station #1 renovations. Projects still being proposed to continue this coming fiscal year include traffic and street improvements, Water and Sewer system improvements and park playground improvements.

Strategic Plan

Many of Council's strategic objectives were completed over the last fiscal year however the COVID crisis has delayed some of those projects. Those objectives were updated and provided to the Council at the April 21, 2020 Council meeting. The Proposed Budget for FY 2020/21 funds and supports the City Council's goals and priorities. The City's fiscal policy is also guided by the 20-Year Financial Plan, which is a comprehensive plan that encompasses the operating and capital needs of the General Fund over the next twenty years. The 20-Year Financial Plan incorporates a comprehensive plan to achieve financial sustainability in 2037 when Measure HH sunsets.

20-Year Financial Plan

The City’s fiscal policy is guided by the 20-Year Financial Plan, which is encompasses the long-term operating and capital needs of the General Fund. The long-term goal is to achieve fiscal sustainability with a balanced operating budget when Measure HH sunsets in 2037. Additional payments are projected to be made to CalPERS over the next twenty years, which is in addition to the amounts required annually by CalPERS. The City also plans to continue to make additional contributions to the City’s Pension Trust, which is designed to mitigate against CalPERS investment risk. In 2037 the City’s pension liability is expected to be paid off along with all other long-term debt.

The 20-Year Financial Plan is typically updated twice a year. However, in this time of uncertainty it would be prudent to continue to gather data prior to issuing an updated 20-Year Plan. It is the expectation that a revised plan will be released in the Fall of 2020. The most recent 20-Year Financial Plan that was updated in October 2019 reflected an annual operating deficit of $1.4 million in 2037-38 when HH sunsets. The long-term goal is to eliminate this deficit over the next two decades, which can be accomplished with active management via new revenue sources from economic development or from cost savings.
FINANCIAL ANALYSIS:

Despite the economic uncertainty caused by the COVID pandemic, the Proposed FY20/21 Annual Operating Budget and Capital Improvement Plan is balanced, maintains essential public services, and supports capital improvements while continuing the City’s commitment to restoring reserves. The City’s financial policies, guided by the Measure HH “Responsible Spending Pledge” and the 20-year Financial Plan, aim to ensure the city’s long-term fiscal sustainability and ability to adapt quickly to changing economic climates.

ALTERNATIVES:
Alternative No.1: Conduct a Budget Workshop on the Proposed Annual Operating Budget and Capital Improvement Plan for Fiscal Year 2020/21.

Alternative No. 2: None.

RECOMMENDATION:
Staff recommends Alternative No. 1.

Prepared by: David Faraone, Budget Analyst

Approved by: Rob Houston, City Manager

Attachment 1: Proposed Annual Operating Budget & Capital Improvement Plan for Fiscal Year 2020/21

Attachment 2: Budget Supplements & Modifications
The goal of the budget workshop is to:

1. Clearly present the City’s proposed budget which focuses on restoring and maintaining essential City services.
2. Review, at a high level, the proposed budget with a focus on the City’s General Fund & Capital Improvement Plan and Measure HH Revenue & Expenditures.
3. Provide an update on the City’s 20 Year Financial Plan.

**Preface:** Changes have been made to the proposed FY2020-21 budget based on the FY2019-20 adopted budget, current MOU’s for all bargaining groups, and department budget supplemental requests.

**Tab 1 – Narrative Overview:**
- Executive Summary
- Overview of Proposed Budget
- Summary of Departmental Changes
- General Fund Capital Projects
- General Fund Reserves
- Measure HH Revenues/Expenditures
- Personnel Requests/Budget Supplements & Modifications
- Capital Improvement Plan
- Strategic & 20 Year Financial Plan

**Tab 2 – Budget Overview:**
A series of summary & detailed budget tables and schedules. The exhibits include General Fund revenues and expenditures; Internal Services Fund allocations/reserves; department revenues and expenditures (all funds); and Capital Improvement Projects (CIP) for FY2020-21 fiscal year.

**Budget Overview Schedules:**

<table>
<thead>
<tr>
<th>PAGE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>14-15</td>
<td>All Funds: Fund Balance Summary</td>
</tr>
<tr>
<td>17</td>
<td>Continuing Appropriation Schedule</td>
</tr>
<tr>
<td>18-19</td>
<td>General Fund Summary: Balance Designations</td>
</tr>
<tr>
<td>20</td>
<td>Operating</td>
</tr>
<tr>
<td>22-23</td>
<td>General Fund &amp; Internal Service Fund Balance Summary</td>
</tr>
<tr>
<td>25</td>
<td>Measure HH Revenue &amp; Expense Summary</td>
</tr>
<tr>
<td>26-30</td>
<td>General Fund Revenue Detail/Expense by Department</td>
</tr>
</tbody>
</table>
2020-21 PROPOSED BUDGET
CITY COUNCIL WORKSHOP – MAY 12, 2020

<table>
<thead>
<tr>
<th></th>
<th>31</th>
<th>Transfers In &amp; Out Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>32-51</td>
<td>CIP Funding Overview &amp; Major Project Summary Sheets</td>
</tr>
<tr>
<td></td>
<td>53-56</td>
<td>City-Wide Operating Budget Summary (All Funds)</td>
</tr>
</tbody>
</table>

**Tabs 4 through 11 – Departments/Divisions Overview:**

Provides operating department, revenues and expenditures – includes all funds. Included under each tab is the following:

<table>
<thead>
<tr>
<th>TAB</th>
<th>PAGES</th>
<th>DEPARTMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>57-59</td>
<td>Administration / City Clerk / IT</td>
</tr>
<tr>
<td>4</td>
<td>61-65</td>
<td>Finance / Non-Dept. / Successor Agency</td>
</tr>
<tr>
<td>5</td>
<td>67-69</td>
<td>Fire Services</td>
</tr>
<tr>
<td>6</td>
<td>71-72</td>
<td>Human Resources</td>
</tr>
<tr>
<td>7</td>
<td>73-75</td>
<td>Planning &amp; Building Services</td>
</tr>
<tr>
<td>8</td>
<td>77-80</td>
<td>Police Services</td>
</tr>
<tr>
<td>9</td>
<td>81-85</td>
<td>Public Works</td>
</tr>
<tr>
<td>10</td>
<td>87-90</td>
<td>Recreation / Community Services</td>
</tr>
</tbody>
</table>

**Tab 11 – Internal Service Funds (Pages 91-100):**

Information related to specific purchases scheduled for fleet, capital equipment, information technology and government buildings for the FY2020-21 proposed budget.
CITY OF FOUNTAIN VALLEY
CITY COUNCIL
COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: May 12, 2020

SUBJECT: 2020/21 Budget Workshop

EXECUTIVE SUMMARY:

This report provides the City Council with the Proposed Annual Operating Budget and Capital Improvement Plan for Fiscal Year 2020/21. The impact of the COVID pandemic on the City’s operations may not be understated. Significant decreases to Sales Tax, Transient Occupancy Tax, and functional revenues will require a greater use of Measure HH revenue to fund ongoing operations. The Proposed General Fund Budget for FY2020/21 reflects a balanced operating budget where operating revenues exceed operating expenditures by approximately $2.6 million which is set-aside for reserves. Measure HH continues to provide the necessary funding to maintain essential city services, fund capital improvements, pay down debt and restore reserves as directed in the Measure HH Spending Pledge. The City’s fiscal policy is guided by the 20-Year Financial Plan, which provides for long-term fiscal sustainability.

DISCUSSION:

The Proposed Annual Operating Budget & Capital Improvement Plan for Fiscal Year 2020/21 is summarized in the table below. Citywide revenues are projected at approximately $122.8 million and the proposed citywide expenditure budget is $132 million, which includes $111.2 million in operating expenditures and $20.8 million in capital projects and other non-operating (one-time) expenditures.

<table>
<thead>
<tr>
<th>Fund</th>
<th>Fund Balance 6/30/2021</th>
<th>Revenues &amp; Transfers In</th>
<th>Operating Expenditures &amp; Transfers Out</th>
<th>Capital Projects/ Non-Operating Expenditures</th>
<th>Fund Balance 6/30/2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Revenue</td>
<td></td>
<td>9,925,811</td>
<td>5,724,241</td>
<td>6,487,225</td>
<td>23,124,557</td>
</tr>
<tr>
<td>FVPFA Capital Project</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FVPFA Debt Service</td>
<td></td>
<td>1,093,923</td>
<td>1,093,923</td>
<td></td>
<td>48</td>
</tr>
<tr>
<td>Enterprise Funds</td>
<td>12,667,310</td>
<td>25,242,198</td>
<td>20,471,642</td>
<td>8,523,740</td>
<td>12,667,310</td>
</tr>
<tr>
<td>Internal Service Funds</td>
<td>11,003,145</td>
<td>28,656,205</td>
<td>29,571,558</td>
<td>885,000</td>
<td>11,003,145</td>
</tr>
<tr>
<td>Successor Agency</td>
<td></td>
<td>264,283</td>
<td></td>
<td></td>
<td>405,870</td>
</tr>
<tr>
<td>OPEB Trust</td>
<td></td>
<td>11,809,934</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total All Funds</td>
<td>101,546,119</td>
<td>122,848,110</td>
<td>111,211,087</td>
<td>20,760,777</td>
<td>101,546,119</td>
</tr>
</tbody>
</table>
General Fund Operating Budget

The General Fund is the primary operating fund of the City. Total General Fund revenue is projected at $57,421,411, which consists of $55,931,411 in operating revenue and $1,490,000 in non-operating revenues related to miscellaneous reimbursements. The Proposed General Fund Budget for FY2020/21 reflects a balanced operating budget where operating revenues are projected to exceed operating expenditures by approximately $2.6 million, which is proposed to be set-aside for reserves.

<table>
<thead>
<tr>
<th>GENERAL FUND OPERATING BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Revenues</td>
</tr>
<tr>
<td>Operating Expenditures *</td>
</tr>
<tr>
<td>Net Operating Balance</td>
</tr>
</tbody>
</table>

Utilization of Net Operating Balance:
- Increase in Reserves Set-Aside for:
  - Capital Reserves: 2,595,971

Total Utilization of Net Operating Balance: 2,595,971

* Excluding Capital Project Expenditures & Carryovers

General Fund operating revenues are projected to decrease by $3.2 million over the prior year budget from $59.1 million to just over $55.9 million. Operating expenditures are up approximately $800 thousand from $52.5 million to $53.3 million.
### General Fund Operating Revenues

<table>
<thead>
<tr>
<th>Operating Revenue</th>
<th>2019/20 Adopted Budget</th>
<th>2020/21 Proposed Budget</th>
<th>Increase/ (Decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General Revenue</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Property Tax</td>
<td>$ 20,508,000</td>
<td>$ 21,130,000</td>
<td>$ 622,000</td>
</tr>
<tr>
<td>Franchise Fees</td>
<td>2,014,000</td>
<td>1,898,000</td>
<td>(116,000)</td>
</tr>
<tr>
<td>Bradley-Burns Sales Tax</td>
<td>12,448,000</td>
<td>10,988,000</td>
<td>(1,460,000)</td>
</tr>
<tr>
<td>Public Safety Sales Tax</td>
<td>434,000</td>
<td>410,000</td>
<td>(24,000)</td>
</tr>
<tr>
<td>Measure HH</td>
<td>12,297,000</td>
<td>11,153,000</td>
<td>(1,144,000)</td>
</tr>
<tr>
<td>Transient Occupancy Tax</td>
<td>1,433,000</td>
<td>937,000</td>
<td>(496,000)</td>
</tr>
<tr>
<td>Use of Money &amp; Property</td>
<td>1,797,000</td>
<td>1,695,000</td>
<td>(102,000)</td>
</tr>
<tr>
<td>Other Revenues</td>
<td>411,332</td>
<td>444,073</td>
<td>32,741</td>
</tr>
<tr>
<td>Transfers &amp; Contributions</td>
<td>2,462,270</td>
<td>2,364,944</td>
<td>(97,326)</td>
</tr>
<tr>
<td><strong>Total General Revenue</strong></td>
<td>53,804,602</td>
<td>51,020,017</td>
<td>(2,784,585)</td>
</tr>
</tbody>
</table>

| **Functional Revenue**   |                        |                         |                      |
| Business License         | 425,500                | 385,000                 | (40,500)             |
| Planning & Building      | 1,206,525              | 1,190,025               | (16,500)             |
| Police                   | 576,500                | 468,200                 | (108,300)            |
| Engineering              | 272,500                | 322,500                 | 50,000               |
| Field Services           | 137,400                | 136,000                 | (1,400)              |
| Fire                     | 1,433,500              | 1,483,500               | 50,000               |
| Community Services       | 1,291,509              | 926,169                 | (365,340)            |
| **Total Functional Revenue** | 5,343,434             | 4,911,394               | (432,040)            |

| **Total Operating Revenue** | $ 59,148,036 | $ 55,931,411 | $ (3,216,625) |

The changes in revenues over the prior year are primarily due to the following:

- **Property Tax** revenue is projected to increase by $622,000 (3%) based on the projected increase in assessed valuations. Approximately two-thirds of the growth in property tax revenue is attributable to the 2% Proposition 13 inflation adjustment with the balance largely attributable to changes in ownership.
Sales Tax revenue (including Bradley Burns Sales Tax, Measure HH and the Public Safety Sales Tax) is projected to decrease by approximately $2,63 million over the FY2019/20 Adopted budget. The decrease of 16% represents the continued impact of the COVID pandemic from our peak Sales Tax revenue year in FY2018/19.

Bradley-Burns Sales Tax  Measure HH

Transient Occupancy Tax is projected to decrease by approximately $496,000. This represents a 34.6% decrease over the prior year budget. We anticipate a gradual recovery for the hospitality industry as it navigates through 2020-21.

Functional Revenues are projected to decrease by $432,040. An unpredictable economy and new social distancing restrictions will have a significant impact on many
of the City’s departmental revenues. It’s anticipated that our Recreation & Community Service offerings will be limited through the first six months of the fiscal year, decreasing revenues by $365,000. Much of this loss is recovered by a reduction of expenses as the General Fund subsidizes these programs by greater than 60%.

**General Fund Operating Expenditures**

General Fund operating expenditures are projected to increase by approximately $873,000 over the prior year from $52.5 million to $53.3 million.

<table>
<thead>
<tr>
<th>Operating Expenditures</th>
<th>2019/20 Adopted Budget</th>
<th>2020/21 Proposed Budget</th>
<th>Increase/Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration</td>
<td>$1,493,777</td>
<td>$1,542,106</td>
<td>$48,329</td>
</tr>
<tr>
<td>Finance</td>
<td>1,337,999</td>
<td>1,352,459</td>
<td>14,460</td>
</tr>
<tr>
<td>Fire</td>
<td>11,136,054</td>
<td>10,998,725</td>
<td>(137,329)</td>
</tr>
<tr>
<td>Human Resources</td>
<td>828,787</td>
<td>823,429</td>
<td>(5,358)</td>
</tr>
<tr>
<td>Planning &amp; Building</td>
<td>1,431,808</td>
<td>1,371,074</td>
<td>(60,734)</td>
</tr>
<tr>
<td>Police</td>
<td>10,332,145</td>
<td>10,254,642</td>
<td>(77,503)</td>
</tr>
<tr>
<td>Public Works</td>
<td>7,052,851</td>
<td>7,198,028</td>
<td>145,377</td>
</tr>
<tr>
<td>Recreation &amp; Community Services</td>
<td>2,753,411</td>
<td>2,466,867</td>
<td>(286,544)</td>
</tr>
<tr>
<td>Debt Service</td>
<td>1,097,473</td>
<td>1,093,922</td>
<td>(3,551)</td>
</tr>
<tr>
<td>Non-Departmental</td>
<td>870,000</td>
<td>1,171,000</td>
<td>301,000</td>
</tr>
<tr>
<td>Transfers</td>
<td>8,127,792</td>
<td>9,063,191</td>
<td>935,399</td>
</tr>
<tr>
<td>Total Operating Expenditures</td>
<td>$52,461,897</td>
<td>$53,335,443</td>
<td>$873,546</td>
</tr>
</tbody>
</table>

The differences between the Proposed Budget for FY20/21 and the Adopted Budget for FY19/20 is primarily related to the following:

- **Administration** – net increase of $48,329 primarily related to: (update to be included in June 2 budget adoption. Additional changes will net a savings):
  o $25,000 increase to the Legal Services budget based on prior year’s trend for services.
  o $11,500 increase in salaries & benefits for the proposed reclassification of the Assistant to the City Manager to Deputy City Manager.
  o $4,500 increase in salaries & benefits for the reclassification of IT Technician to Senior IT Technician.*
  o $32,595 decrease by the elimination of the part-time Management Aide position.*
  o $35,000 increase related to election year payment to County of Orange.
  o $18,000 decrease in Internal Service Fund charges related to decreased funding requirement for Self Insurance ($10,000) & reduction of Records Management Operating Budget based on historical trends ($8,000).

- **Fire** – net decrease of $137,329 primarily related to:
  o $99,000 net decrease in salaries and benefits associated with retirements, new hires and a decreased funding requirement for Self Insurance.
  o $14,000 for the proposed reclassification of one Battalion Chief position to Division Chief.
$75,750 decrease in Internal Service Fund charges to reflect the FY19/20 purchase of Fire Department apparatus and the elimination of the Tiller Truck from the Fleet 10 Year Replacement Schedule (vehicle has an anticipated 18 year life).

$35,000 increase in operating for CNET Firefighter Training. This increase has a corresponding revenue offset.

**Planning and Building** – decrease of $60,734 primarily related to:
- $53,000 decrease in salaries and benefits by freezing the hiring of the Assistant Planner position due to current decrease in demand.

**Police** – decrease of $77,503 primarily related to:
- $151,000 decrease in salaries and benefits associated with retirements, new hires, and a decreased funding requirement for Self Insurance.
- $168,000 increase in Internal Service Fund charges related to the increased percentage of Police Department Fleet on the 10 Year Replacement Schedule.
- $46,000 decrease in operating relating to the selection of a new vendor for our Crossing Guards contract.
- $40,000 decrease in departmental training budget offset with additional training offered via the Citywide training budget.

**Public Works** – increase of $145,377 primarily related to:
- $164,000 anticipated increase in contractual services & other operating accounts
- $150,000 decrease in salaries & benefits by freezing part-time staff positions and three additional Field Services positions.
- $131,000 increase in Internal Service Fund charges related to the increased percentage of Public Works Department Fleet on the 10 Year Replacement Schedule.

**Recreation and Community Services** – decrease of $286,544 primarily related to:
- $160,000 decrease in part-time salary costs associated with the elimination of classes, leagues, and events & services in response to the COVID pandemic.
- $81,000 decrease in operating expenditures for the elimination of classes, leagues, and events & services in response to the COVID pandemic.
- $45,000 decrease in Internal Service Fund charges related to a decreased funding requirement for Self Insurance

**Non-Departmental** – increase of $301,000 primarily related to:
- $200,000 anticipated decrease in sales tax sharing agreements related to the COVID pandemic.
- Eliminate $500,000 place holder for anticipated vacancies savings. These savings have now been reflected in each department's budget.

**Transfers** includes amounts related to the General Fund's portion of the unfunded accrued pension liability & OPEB costs, which increased by approximately $935,000.
General Fund Capital Projects & Non-Operating Expenditures

The 2020/21 Proposed Budget includes $4,781,010 in project-related expenditures, which consists of the following:

<table>
<thead>
<tr>
<th>Capital Projects</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Security Camera System (Yard/Fire/Recreation Center) GF792</td>
<td>61,920</td>
</tr>
<tr>
<td>Recreation Center Interior Remodel GF341</td>
<td>1,100,000</td>
</tr>
<tr>
<td>NPDES Consultant GF253</td>
<td>50,000</td>
</tr>
<tr>
<td>Ambulance Program Negotiator GF075</td>
<td>20,000</td>
</tr>
<tr>
<td>Sports Park Outbuilding GF349</td>
<td>500,000</td>
</tr>
<tr>
<td>Emergency Vehicle Preemption Phase #1 GF796</td>
<td>375,000</td>
</tr>
<tr>
<td>I-405 Improvements GF915</td>
<td>1,490,000</td>
</tr>
<tr>
<td>Total Capital Projects</td>
<td>3,596,920</td>
</tr>
</tbody>
</table>

General Plan Update                                     | 1,184,090|
General Fund Project Expenditures                        | 4,781,010|

General Fund Reserves

The Proposed General Fund Budget for FY2020/21 projects General Fund reserves at $42.5 million as of June 30, 2021.

<table>
<thead>
<tr>
<th>6/30/21 GENERAL FUND RESERVES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Restricted:</td>
</tr>
<tr>
<td>Pension Trust</td>
</tr>
<tr>
<td>Other</td>
</tr>
<tr>
<td>Committed for Emergencies</td>
</tr>
<tr>
<td>Assigned</td>
</tr>
<tr>
<td>Economic Development</td>
</tr>
<tr>
<td>Capital Reserves</td>
</tr>
<tr>
<td>Contingency Reserves</td>
</tr>
<tr>
<td>Total</td>
</tr>
</tbody>
</table>

**Pension Trust** – The City has established a Section 115 Pension Trust to set aside pension reserves in an irrevocable trust, which is designed to mitigate against pension contribution volatility since Pension Trust assets can be used to offset unanticipated increases in CalPERS rates. The Pension Trust is also designed to mitigate against CalPERS investment return volatility through diversification where assets are managed in a customized investment strategy that balances risk and return. The Pension Trust is projected to increase by approximately $345,000, which will bring Pension Trust reserves to $11.0 million as of June 30, 2021. The long-term targeted reserve level is $30 million.
Emergency Reserves – Emergency Reserves are designed to address a number of risk factors including natural disasters, budget stabilization, revenue source stability, expenditure volatility and liquidity. Emergency Reserves may be utilized when the City Council declares an emergency for natural disasters or financial emergencies. A financial emergency is considered when annual General Fund operating revenues decrease by 5% or more or when annual General Fund operating expenditures increase by 5% or more. Emergency Reserves have been set at $12.5 million, which equates to approximately 55% of total Sales Tax Revenue for Fiscal Year 2020/21.

Economic Development Reserves – One of the City’s 3-Year Strategic Plan Goals is to enhance economic development. In 2014, $2.5 million was set-aside for economic development. The Proposed FY2020/21 Budget includes $1 million to be spent from Economic Development Reserves on the General Plan Update. The available unappropriated balance for Economic Development Reserves is $1.5 million.

Capital Reserves – In accordance with the City’s Fund Balance Reserve Policy, amounts not otherwise restricted or committed are assigned to General Fund Capital Reserves. The City has significant capital improvement expenditures that can be funded on a pay-as-you-go basis without the issuance of debt. The City’s General Fund Capital Reserves are projected to be approximately $14.4 million as of June 30, 2021. The Proposed FY 2020/21 Budget includes approximately $629,000 project expenditures primarily associated with the Emergency Vehicle Preemption (EVP) Project Phase #1.

Contingency Reserves – Contingency reserves includes amounts not otherwise restricted, committed or assigned and is intended to be used for expenses that surface after the end of the traditional budgeting process. Contingency reserves in excess of $500,000 are assigned to General Fund Capital Reserves.

Measure HH

The Proposed Budget for the fiscal year ended June 30, 2021 reflects approximately $11.1 in estimated Measure HH revenue. Measure HH was implemented by City voters with a responsible spending pledge that outlined what the funds should be used for. This pledge was closely followed in the preparation of this budget. The COVID crisis has greatly reduced the normal revenues that support the City’s services and could result in a need to cut essential services in order to balance the budget. Fortunately Measure HH funds are available to ensure that the goals of the spending pledge are followed. This pledge states that Measure HH funds should be used to maintain essential City services including Police and Fire response, maintain Fire Station #2 operations and Fire personnel, maintain Police force and programs, maintain Senior and Youth programs, ensure that street, sidewalk and roadways are repaired, and continue to maintain parks and playgrounds. Approximately $8.0 million is projected to be spent on essential city services such as public safety and senior and youth programs. $575,000 is projected to be spent on capital improvements for residential road rehabilitation and park improvements. The balance of Measure HH Funds, at approximately $2.6 million, is projected to be set aside for reserves. On May 7, 2020, the Measure HH Oversight Committee concluded that the Proposed Measure HH Budget for 2020-21 is consistent with the intent of the Measure
2020/21 Budget Workshop
May 12, 2020
Page 9

HH ballot measure and the Responsible Spending Pledge. The Oversight Committee’s Report to the City Council on the Fiscal Year 2020-21 use of HH Funds will be presented by Oversight Committee Chair Michèle Jensen to the City Council at the budget adoption on June 2, 2020.

![2020-21 MEASURE HH USES BY CATEGORY](image)

**Personnel Requests**

The 2020/21 Budget includes the following personnel requests:

- Reclassification of the Assistant to the City Manager to the Deputy City Manager.
- Reclassification of one IT Technician to Senior IT Technician.
- Elimination of one 0.5 Management Aide position from the City Manager’s Office.
- Reclassification of one Battalion Chief to Division Chief.

**Budget Supplements & Modifications**

A requested increase or decrease in an existing service level over and above the base budget is considered a budget supplement or modification. Attached is a list of budget supplements and modifications that were requested for FY2020/21, which amounted to approximately $1.64 million. $1.43 million was approved by the City Manager and is included within the proposed budget. The largest budget supplements related to the following:

- $335,910 to fund the first year of the Police Department’s Body Worn Camera program. The expected five year total cost for this program is $1,278,942.
- $75,000 for the street light repair and replacement program. FY19/20 was the first full year of the City’s ownership of the street light program.
$50,000 to fund year one of the program to replace the main arterial signs per the Manual on Uniform Traffic Control Devices (MUTCD).
- $65,000 for the increasing cost/consumption of gasoline & diesel fuel by the City’s fleet.
- $33,000 for the purchase of a Ford Ranger for the Utilities Supervisor.
- $482,273 for the CPI increase for rubbish hauling services offset by revenue.
- $299,053 for the increased cost of water purchase (OCWD, import, reclaimed) offset by revenue.

**Capital Improvement Plan**

The Capital Improvement Plan for Fiscal Year 2020/21 totals approximately $20 million, which includes estimated carryover appropriations from Fiscal Year 2019/20. The Capital Project list has had a number of projects pushed from the 20/21 fiscal year into later years due to the economic downturn. Projects proposed to be delayed include, but are not limited to arterial median landscape improvements, police locker and rest rooms, Fire Station #1 renovations. Projects still being proposed to continue this coming fiscal year include traffic and street improvements, Water and Sewer system improvements and park playground improvements.

**Strategic Plan**

Many of Council’s strategic objectives were completed over the last fiscal year however the COVID crisis has delayed some of those projects. Those objectives were updated and provided to the Council at the April 21, 2020 Council meeting. The Proposed Budget for FY 2020/21 funds and supports the City Council’s goals and priorities. The City’s fiscal policy is also guided by the 20-Year Financial Plan, which is a comprehensive plan that encompasses the operating and capital needs of the General Fund over the next twenty years. The 20-Year Financial Plan incorporates a comprehensive plan to achieve financial sustainability in 2037 when Measure HH sunsets.

**20-Year Financial Plan**

The City’s fiscal policy is guided by the 20-Year Financial Plan, which is encompasses the long-term operating and capital needs of the General Fund. The long-term goal is to achieve fiscal sustainability with a balanced operating budget when Measure HH sunsets in 2037. Additional payments are projected to be made to CalPERS over the next twenty years, which is in addition to the amounts required annually by CalPERS. The City also plans to continue to make additional contributions to the City’s Pension Trust, which is designed to mitigate against CalPERS investment risk. In 2037 the City’s pension liability is expected to be paid off along with all other long-term debt.

The 20-Year Financial Plan is typically updated twice a year. However, in this time of uncertainty it would be prudent to continue to gather data prior to issuing an updated 20-Year Plan. It is the expectation that a revised plan will be released in the Fall of 2020. The most recent 20-Year Financial Plan that was updated in October 2019 reflected an annual operating deficit of $1.4 million in 2037-38 when HH sunsets. The long-term goal is to eliminate this deficit over the next two decades, which can be accomplished with active management via new revenue sources from economic development or from cost savings.
## ESTIMATED FUND BALANCE

<table>
<thead>
<tr>
<th>Fund No.</th>
<th>Fund Description</th>
<th>Estimated Fund Balance 7/1/2020</th>
<th>Estimated Continuing Appropriation</th>
<th>Projected Revenue 2020-21</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>General Fund</td>
<td>43,314,096</td>
<td>83,802</td>
<td>56,893,952</td>
</tr>
<tr>
<td>15</td>
<td>Criminal Diversion</td>
<td>674,010</td>
<td>-</td>
<td>18,000</td>
</tr>
<tr>
<td>16</td>
<td>COPS/Supplemental Law</td>
<td>164,738</td>
<td>-</td>
<td>129,600</td>
</tr>
<tr>
<td>22</td>
<td>Road Maintenance &amp; Rehabilitation</td>
<td>216,461</td>
<td>-</td>
<td>1,069,977</td>
</tr>
<tr>
<td>23</td>
<td>Gas Tax/Street Imp</td>
<td>1,842,089</td>
<td>-</td>
<td>1,872,336</td>
</tr>
<tr>
<td>24</td>
<td>Traffic Improvement</td>
<td>733,825</td>
<td>-</td>
<td>229,000</td>
</tr>
<tr>
<td>25</td>
<td>Measure M2</td>
<td>2,541,492</td>
<td>-</td>
<td>1,044,158</td>
</tr>
<tr>
<td>26</td>
<td>Pollution Reduction</td>
<td>458,891</td>
<td>-</td>
<td>79,000</td>
</tr>
<tr>
<td>31</td>
<td>Drainage Fund</td>
<td>42,456</td>
<td>-</td>
<td>1,000</td>
</tr>
<tr>
<td>34</td>
<td>Abandoned Vehicle Abatement</td>
<td>24,002</td>
<td>-</td>
<td>208,000</td>
</tr>
<tr>
<td>85</td>
<td>Housing Authority</td>
<td>18,389,481</td>
<td>-</td>
<td>493,302</td>
</tr>
<tr>
<td>86</td>
<td>Home Grant</td>
<td>322,767</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>87</td>
<td>Community Dev/HUD</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
</tbody>
</table>

**Total Special Revenue Funds:** 25,410,212

<table>
<thead>
<tr>
<th>Fund No.</th>
<th>Fund Description</th>
<th>Estimated Fund Balance 7/1/2020</th>
<th>Estimated Continuing Appropriation</th>
<th>Projected Revenue 2020-21</th>
</tr>
</thead>
<tbody>
<tr>
<td>32</td>
<td>Sewer Assessment</td>
<td>7,290,812</td>
<td>2,488,740</td>
<td>2,594,071</td>
</tr>
<tr>
<td>71</td>
<td>Water Utility (Cash Balance)</td>
<td>8,063,400</td>
<td>-</td>
<td>18,710,984</td>
</tr>
<tr>
<td>73</td>
<td>Solid Waste</td>
<td>1,066,283</td>
<td>-</td>
<td>3,931,143</td>
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</tbody>
</table>

**Total Enterprise Funds:** 16,420,495

<table>
<thead>
<tr>
<th>Fund No.</th>
<th>Fund Description</th>
<th>Estimated Fund Balance 7/1/2020</th>
<th>Estimated Continuing Appropriation</th>
<th>Projected Revenue 2020-21</th>
</tr>
</thead>
<tbody>
<tr>
<td>61</td>
<td>Information Technology</td>
<td>1,705,098</td>
<td>885,000</td>
<td>1,587,993</td>
</tr>
<tr>
<td>62</td>
<td>Government Buildings</td>
<td>2,893,436</td>
<td>-</td>
<td>1,651,299</td>
</tr>
<tr>
<td>63</td>
<td>Fleet Services</td>
<td>2,247,402</td>
<td>-</td>
<td>2,265,474</td>
</tr>
<tr>
<td>64</td>
<td>Capital Equipment</td>
<td>1,257,413</td>
<td>-</td>
<td>231,299</td>
</tr>
<tr>
<td>65</td>
<td>Self Insurance</td>
<td>3,972,579</td>
<td>-</td>
<td>2,830,055</td>
</tr>
<tr>
<td>66</td>
<td>Employee Benefits</td>
<td>1,477,570</td>
<td>-</td>
<td>10,196,891</td>
</tr>
</tbody>
</table>

**Total Internal Service Funds:** 13,553,498

<table>
<thead>
<tr>
<th>Fund No.</th>
<th>Fund Description</th>
<th>Estimated Fund Balance 7/1/2020</th>
<th>Estimated Continuing Appropriation</th>
<th>Projected Revenue 2020-21</th>
</tr>
</thead>
<tbody>
<tr>
<td>98</td>
<td>OPEB Trust Fund</td>
<td>11,301,372</td>
<td>885,000</td>
<td>18,763,011</td>
</tr>
</tbody>
</table>

**Total Fiduciary Funds:** 11,301,372

<table>
<thead>
<tr>
<th>Fund No.</th>
<th>Fund Description</th>
<th>Estimated Fund Balance 7/1/2020</th>
<th>Estimated Continuing Appropriation</th>
<th>Projected Revenue 2020-21</th>
</tr>
</thead>
<tbody>
<tr>
<td>46</td>
<td>F.V.P.F.A Capital Projects</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>47</td>
<td>F.V.P.F.A Debt Service *</td>
<td>48</td>
<td>-</td>
<td>1,093,923</td>
</tr>
</tbody>
</table>

**Total Others:** 48

**Total All Funds:** 110,669,874

*Debt Service for the 2016A Lease Revenue Bonds and CREBs in the amounts of $869,675 and $224,247 respectively. Appropriation found in General Fund.*
<table>
<thead>
<tr>
<th>Total Available</th>
<th>Transfer In</th>
<th>Transfer Out</th>
<th>Adopted Appropri. 2020-21</th>
<th>Estimated Fund Balance 6/30/2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>100,124,246</td>
<td>527,459</td>
<td>9,063,191</td>
<td>49,053,259</td>
<td>42,535,255</td>
</tr>
<tr>
<td>100,124,246</td>
<td>527,459</td>
<td>9,063,191</td>
<td>49,053,259</td>
<td>42,535,255</td>
</tr>
<tr>
<td>693,010</td>
<td>-</td>
<td>32,000</td>
<td>66,010</td>
<td></td>
</tr>
<tr>
<td>285,338</td>
<td>-</td>
<td>172,331</td>
<td>198,000</td>
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</tr>
<tr>
<td>1,286,438</td>
<td>1,088,438</td>
<td>-</td>
<td>1,849,863</td>
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</tr>
<tr>
<td>3,514,425</td>
<td>1,812,436</td>
<td>396,000</td>
<td>1,849,863</td>
<td></td>
</tr>
<tr>
<td>962,825</td>
<td>3,177,000</td>
<td>3,406,225</td>
<td>733,800</td>
<td></td>
</tr>
<tr>
<td>3,585,650</td>
<td>3,199,000</td>
<td>-</td>
<td>386,650</td>
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<tr>
<td>537,891</td>
<td>-</td>
<td>2,000</td>
<td>535,891</td>
<td></td>
</tr>
<tr>
<td>43,456</td>
<td>-</td>
<td>-</td>
<td>43,456</td>
<td></td>
</tr>
<tr>
<td>24,002</td>
<td>-</td>
<td>10,058</td>
<td>13,944</td>
<td></td>
</tr>
<tr>
<td>18,597,481</td>
<td>390,436</td>
<td>-</td>
<td>18,207,045</td>
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</tr>
<tr>
<td>322,767</td>
<td>-</td>
<td>-</td>
<td>322,767</td>
<td></td>
</tr>
<tr>
<td>493,302</td>
<td>493,302</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>30,346,585</td>
<td>4,989,436</td>
<td>4,683,438</td>
<td>7,528,028</td>
<td>23,124,557</td>
</tr>
<tr>
<td>7,396,143</td>
<td>239,219</td>
<td>3,141,234</td>
<td>4,015,690</td>
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<tr>
<td>26,774,383</td>
<td>674,244</td>
<td>18,637,468</td>
<td>7,462,671</td>
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</tr>
<tr>
<td>5,003,426</td>
<td>3,814,477</td>
<td>-</td>
<td>1,188,949</td>
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<tr>
<td>39,173,952</td>
<td>-</td>
<td>913,463</td>
<td>25,593,179</td>
<td>12,667,310</td>
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<tr>
<td>670,153</td>
<td>-</td>
<td>-</td>
<td>264,283</td>
<td>405,870</td>
</tr>
<tr>
<td>670,153</td>
<td>-</td>
<td>-</td>
<td>264,283</td>
<td>405,870</td>
</tr>
<tr>
<td>170,314,937</td>
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<td>14,660,092</td>
<td>82,438,750</td>
<td>78,732,992</td>
</tr>
<tr>
<td>2,408,090</td>
<td>-</td>
<td>1,921,323</td>
<td>486,767</td>
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<tr>
<td>4,544,734</td>
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<td>2,773,057</td>
<td>1,771,677</td>
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<tr>
<td>4,512,876</td>
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<td>2,085,513</td>
<td>2,427,363</td>
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<td>1,488,712</td>
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<td>579,574</td>
<td>909,138</td>
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<tr>
<td>6,802,634</td>
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<td>750,000</td>
<td>2,223,179</td>
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<td>11,874,461</td>
<td>9,893,195</td>
<td>19,382,636</td>
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<tr>
<td>31,431,508</td>
<td>9,893,195</td>
<td>750,000</td>
<td>29,571,558</td>
<td>11,003,145</td>
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<tr>
<td>11,809,934</td>
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<tr>
<td>11,809,934</td>
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<td>11,809,934</td>
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</tr>
<tr>
<td>1,093,971</td>
<td>-</td>
<td>1,093,923</td>
<td>48</td>
<td></td>
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<tr>
<td>1,093,971</td>
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<td>1,093,923</td>
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<tr>
<td>214,650,350</td>
<td>15,410,092</td>
<td>15,410,092</td>
<td>113,104,231</td>
<td>101,546,119</td>
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<tr>
<td>------</td>
<td>-------------</td>
<td>--------------------------------------------------</td>
<td>---------------------</td>
<td>----------------------------------------</td>
</tr>
<tr>
<td>11</td>
<td>General Fund</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.4.GF124.4.4979</td>
<td>Misc. Capital Outlay (18/19 Bev. Cont.)</td>
<td>14,381</td>
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<td>14,381</td>
</tr>
<tr>
<td>11.4.GF143.4.4979</td>
<td>Misc. Capital Outlay (17/18 Bev. Cont.)</td>
<td>14,321</td>
<td>-</td>
<td>14,321</td>
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<tr>
<td>11.4.GF040.4.4979</td>
<td>FVFD Record Ngmt. System</td>
<td>17,961</td>
<td>11,861</td>
<td>6,100</td>
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<tr>
<td>11.4.GF284.3.4413</td>
<td>SB743 (VMT) Study</td>
<td>49,000</td>
<td>-</td>
<td>49,000</td>
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<tr>
<td>11.4.GF335.3.4413</td>
<td>General Plan Update</td>
<td>1,160,638</td>
<td>83,843</td>
<td>1,076,795</td>
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<tr>
<td>11.4.GF790.4.4929</td>
<td>Two-Way Butte Bldg.</td>
<td>556,837</td>
<td>556,837</td>
<td>-</td>
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<tr>
<td>11.4.GF400.4.4929</td>
<td>Park Improvement Annual</td>
<td>200,000</td>
<td>109,000</td>
<td>1,000</td>
</tr>
<tr>
<td>11.3.GF793.0.3413</td>
<td>I-405 Improvement</td>
<td>(2,070,840)</td>
<td>(580,840)</td>
<td>(1,480,000)</td>
</tr>
<tr>
<td>11.4.GF915.3.4413</td>
<td>I-405 Improvement</td>
<td>2,070,840</td>
<td>580,840</td>
<td>1,490,000</td>
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<tr>
<td></td>
<td>Total General Fund</td>
<td>2,013,138</td>
<td>851,541</td>
<td>1,161,597</td>
</tr>
<tr>
<td>15</td>
<td>Criminal Diversion</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>15.3.71768.2.3422</td>
<td>Federal Grant - 19/20 OTS Step</td>
<td>(66,000)</td>
<td>(18,000)</td>
<td>(50,000)</td>
</tr>
<tr>
<td>15.4.71768.1.4323</td>
<td>Overtime - Sworn</td>
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<td>18,000</td>
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<td>15.4.71788.3.4463</td>
<td>Educational Meeting</td>
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<td>1,030</td>
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<tr>
<td>15.4.71788.3.4849</td>
<td>Misc. Equipment</td>
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<td>22,869</td>
</tr>
<tr>
<td></td>
<td>Total Criminal Diversion Fund</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>Drainage</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>31.4.DF996.4.4659</td>
<td>Walnut Pump Station</td>
<td>4,657,431</td>
<td>4,657,431</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>Total Drainage Fund</td>
<td>4,657,431</td>
<td>4,657,431</td>
<td>-</td>
</tr>
<tr>
<td>32</td>
<td>Sewer Utility</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>32.4.SF620.4.4032</td>
<td>Sewer Improvement Annual SF620-4</td>
<td>2,498,740</td>
<td>10,000</td>
<td>2,488,740</td>
</tr>
<tr>
<td>32.3.SF935.0.3413</td>
<td>OCTA Utilities Relocation Agreement</td>
<td>(23,522)</td>
<td>(3,522)</td>
<td>(20,000)</td>
</tr>
<tr>
<td>32.4.SF935.1.4311</td>
<td>I-405 Utilities Facilities Relocation</td>
<td>23,522</td>
<td>3,522</td>
<td>20,000</td>
</tr>
<tr>
<td></td>
<td>Total Sewer Fund</td>
<td>2,498,740</td>
<td>10,000</td>
<td>2,488,740</td>
</tr>
<tr>
<td>61</td>
<td>Information Processing ISF</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>61.4.DP027.4.4979</td>
<td>ERP System Replacement</td>
<td>885,000</td>
<td>-</td>
<td>385,000</td>
</tr>
<tr>
<td></td>
<td>Total Information Processing ISF</td>
<td>885,000</td>
<td>-</td>
<td>385,000</td>
</tr>
<tr>
<td>71</td>
<td>Water Utility</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>71.4.WU846.4.4942</td>
<td>Reservoirs - Rsx No. 2</td>
<td>7,571,887</td>
<td>7,571,887</td>
<td>-</td>
</tr>
<tr>
<td>71.3.WU000.0.3413</td>
<td>OCTA Utilities Relocation Agreement</td>
<td>(456,209)</td>
<td>(56,209)</td>
<td>(400,000)</td>
</tr>
<tr>
<td>71.4.WU000.1.4311</td>
<td>I-405 Utilities Facilities Relocation</td>
<td>456,209</td>
<td>56,209</td>
<td>400,000</td>
</tr>
<tr>
<td></td>
<td>Total Water Fund</td>
<td>7,571,887</td>
<td>7,571,887</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>Total All Funds</td>
<td>17,026,196</td>
<td>13,090,059</td>
<td>4,536,337</td>
</tr>
<tr>
<td></td>
<td>Less: General Fund Capital Projects (budgeted as Capital)</td>
<td>(1,917,475)</td>
<td>(839,680)</td>
<td>(1,277,795)</td>
</tr>
<tr>
<td></td>
<td>Total All Funds (Adjusted)</td>
<td>15,087,712</td>
<td>12,251,179</td>
<td>3,258,542</td>
</tr>
</tbody>
</table>
## General Fund Balance Designations (Projected)

### General Fund Balance Analysis 2020-2021

#### Estimated Beginning Fund Balance 7/1/20

<table>
<thead>
<tr>
<th>Revenues</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Revenues</td>
<td>55,403,952</td>
</tr>
<tr>
<td>Miscellaneous Reimbursements</td>
<td>1,490,000</td>
</tr>
<tr>
<td>Transfers-In</td>
<td>527,459</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>57,421,411</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditures</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating</td>
<td>43,178,327</td>
</tr>
<tr>
<td>Debt Service</td>
<td>1,093,922</td>
</tr>
<tr>
<td>Transfers Out</td>
<td>9,063,191</td>
</tr>
<tr>
<td>Capital (includes Continuing Appropriations)</td>
<td>4,781,010</td>
</tr>
<tr>
<td>Operating/Grants (Continuing Appropriation)</td>
<td>83,802</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>58,200,252</td>
</tr>
</tbody>
</table>

#### Budget Position

(778,842)

#### Fund Balance 6/30/21

42,535,255
GENERAL FUND BALANCE DESIGNATIONS - DEFINITIONS

Restricted Fund Balance
This is the portion of fund balance that is subject to externally enforceable legal requirements or limitations.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pension Trust</td>
<td>11,020,626</td>
</tr>
<tr>
<td>Developer Mitigation Fees</td>
<td>2,060,041</td>
</tr>
<tr>
<td>Park Impact Fees</td>
<td>0</td>
</tr>
<tr>
<td>Other Restricted Amounts</td>
<td>495,813</td>
</tr>
<tr>
<td><strong>Total Restricted Fund Balance</strong></td>
<td><strong>13,676,480</strong></td>
</tr>
</tbody>
</table>

Committed for Emergencies
This is the portion of fund balance that is committed for natural disasters or financial emergencies. A financial emergency is considered when annual General Fund operating revenues decrease by 5% or more or when annual General Fund operating expenditures increase by 5% of more. The reserve level equates to approximately 55.5% of total sales tax revenue for the fiscal period.

Assigned Fund Balance
This is the portion of fund balance that is intended to be used for specific purposes based on City Council designations.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Economic Development</td>
<td>1,500,000</td>
</tr>
<tr>
<td>Capital Reserves</td>
<td>14,420,776</td>
</tr>
<tr>
<td>Contingency Reserves</td>
<td>500,000</td>
</tr>
<tr>
<td><strong>Total Restricted Fund Balance</strong></td>
<td><strong>16,420,776</strong></td>
</tr>
</tbody>
</table>

**Total Projected Fund Balance at 6/30/21**

42,535,255

Note:
Contingency Reserves includes amounts not otherwise restricted, committed or assigned and is intended to be used for expenses that surface after the end of the traditional budgeting process. Contingency reserves in excess of $500,000 are assigned to General Fund Capital Reserves.
# General Fund Operating Revenue & Expense Analysis

## General Fund Operating Budget

<table>
<thead>
<tr>
<th>Revenues</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General Revenues</td>
<td>50,492,558</td>
</tr>
<tr>
<td>Functional Revenues</td>
<td>4,911,394</td>
</tr>
<tr>
<td>Transfers In</td>
<td>527,459</td>
</tr>
<tr>
<td><strong>Total Operating Revenues</strong></td>
<td><strong>55,931,411</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditures</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries &amp; Benefits</td>
<td>29,172,763</td>
</tr>
<tr>
<td>Internal Service Charges</td>
<td>6,339,499</td>
</tr>
<tr>
<td>Maintenance &amp; Operations</td>
<td>7,666,068</td>
</tr>
<tr>
<td>Debt Service</td>
<td>1,093,922</td>
</tr>
<tr>
<td>Transfers-Out</td>
<td>9,063,191</td>
</tr>
<tr>
<td><strong>Total Operating Expenditures</strong></td>
<td><strong>53,335,443</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Operating Income/(Deficit) All Operating</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2,595,968</td>
</tr>
</tbody>
</table>

## 2020/21 General Fund Capital Activity

<table>
<thead>
<tr>
<th>Capital Reserves Analysis</th>
<th>GF Capital Reserve Funding</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beg Balance 7/1/20</td>
<td>NPDES/Ambulance/General Plan</td>
</tr>
<tr>
<td>20/21 Capital Projects</td>
<td>Sports Park Outbuildings/EVP</td>
</tr>
<tr>
<td>20/21 Reserve Replenish</td>
<td>Security Camera System</td>
</tr>
<tr>
<td>Ending Balance 6/30/20</td>
<td><strong>Total</strong></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>


## GENERAL FUND & INTERNAL SERVICE FUND BALANCE SUMMARY

<table>
<thead>
<tr>
<th></th>
<th>General Fund</th>
<th>Information Services</th>
<th>Government Buildings</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Beginning Fund Balance</strong></td>
<td>45,068,467</td>
<td>43,314,096</td>
<td>1,170,371</td>
</tr>
<tr>
<td><strong>Revenues</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating Revenue</td>
<td>58,363,917</td>
<td>55,403,952</td>
<td></td>
</tr>
<tr>
<td>Charges to Departments (ISF)</td>
<td>-</td>
<td>-</td>
<td>1,957,551</td>
</tr>
<tr>
<td>Grants/Other</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OCTA Reimbursement</td>
<td>580,840</td>
<td>1,490,000</td>
<td></td>
</tr>
<tr>
<td>Donations</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Developer Impact Payments</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Transfers In</td>
<td>493,598</td>
<td>627,459</td>
<td></td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>59,468,355</td>
<td>57,421,411</td>
<td>1,957,551</td>
</tr>
<tr>
<td><strong>Expenditures</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating</td>
<td>43,309,927</td>
<td>43,178,327</td>
<td>1,251,624</td>
</tr>
<tr>
<td>Capital (Inc. OCTA Reimbursable)</td>
<td>1,927,462</td>
<td>4,781,010</td>
<td>171,000</td>
</tr>
<tr>
<td>Operating/Grant (CA)</td>
<td></td>
<td>83,802</td>
<td></td>
</tr>
<tr>
<td>CalPERS UAL Funding/OPEB &quot;rust&quot;</td>
<td>4,000,000</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Debt Service</td>
<td>1,097,472</td>
<td>1,063,922</td>
<td></td>
</tr>
<tr>
<td>Transfer Out - Emp. Benefit</td>
<td>7,597,792</td>
<td>6,409,191</td>
<td></td>
</tr>
<tr>
<td>Transfer Out - Gas Tax/Other</td>
<td>3,376,073</td>
<td>654,000</td>
<td></td>
</tr>
<tr>
<td><strong>Sub Total Expenditures</strong></td>
<td>61,212,726</td>
<td>58,200,252</td>
<td>1,422,624</td>
</tr>
<tr>
<td><strong>Other</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ERP Project/Records Storage</td>
<td>-</td>
<td>-</td>
<td>865,000</td>
</tr>
<tr>
<td>Retrospective Payments</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td><strong>Sub Total Other</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire Apparatus Reserve</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td><strong>Ending Fund Balance</strong></td>
<td>43,314,096</td>
<td>42,635,255</td>
<td>1,705,098</td>
</tr>
</tbody>
</table>

**Desired Reserve**

<table>
<thead>
<tr>
<th></th>
<th>800,000</th>
<th>1,750,000</th>
</tr>
</thead>
</table>

22
<table>
<thead>
<tr>
<th>Fleet Management</th>
<th>Capital Equipment</th>
<th>Self Insurance</th>
<th>Employee Benefits</th>
<th>All Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>3,622,829</td>
<td>2,247,402</td>
<td>1,460,473</td>
<td>1,257,413</td>
<td>2,661,486</td>
</tr>
<tr>
<td>1,655,147</td>
<td>2,240,474</td>
<td>467,066</td>
<td>231,290</td>
<td>3,324,643</td>
</tr>
<tr>
<td>55,056</td>
<td>25,000</td>
<td>750</td>
<td></td>
<td>75,806</td>
</tr>
<tr>
<td>1,710,203</td>
<td>2,265,474</td>
<td>467,066</td>
<td>231,290</td>
<td>3,344,643</td>
</tr>
<tr>
<td>1,003,057</td>
<td>1,032,013</td>
<td>2,033,550</td>
<td>2,829,455</td>
<td>18,207,088</td>
</tr>
<tr>
<td>2,082,573</td>
<td>1,063,500</td>
<td>670,126</td>
<td>579,574</td>
<td>5,096,688</td>
</tr>
<tr>
<td></td>
<td></td>
<td>750,000</td>
<td></td>
<td>88,335,326</td>
</tr>
<tr>
<td>3,086,530</td>
<td>2,085,513</td>
<td>670,126</td>
<td>579,574</td>
<td>2,033,550</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>885,000</td>
</tr>
<tr>
<td>1,082,773</td>
<td>412,949</td>
<td>1,082,773</td>
<td>412,949</td>
<td>1,082,773</td>
</tr>
<tr>
<td>1,164,629</td>
<td>2,014,414</td>
<td>1,247,413</td>
<td>909,136</td>
<td>3,972,579</td>
</tr>
<tr>
<td>$2,000,000</td>
<td>$800,000</td>
<td>$3,000,000</td>
<td>$2,000,000</td>
<td></td>
</tr>
</tbody>
</table>
CITY OF FOUNTAIN VALLEY
SCHEDULE OF MEASURE HH REVENUES AND EXPENDITURES
Fiscal Year Ended June 30, 2021

Measure HH Revenues $ 11,153,000

Measure HH Expenditures:
Recurring Expenses Incurred on Essential City Services 8,557,029
One-Time Expenses (Additional Pension Paydown) -
Financial Stewardship: Reserves Set-Aside in 19-20 $ 2,595,971

Measure HH provided necessary funding in Fiscal Year 2020/21 that was used for the following in accordance with the Responsible Spending Pledge:

<table>
<thead>
<tr>
<th>Reoccuring Expenses Incurred on Essential City Services:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Public Safety</strong></td>
</tr>
<tr>
<td>Maintain 911 Emergency Response Times &amp; Keep Fire Station No. 2 open¹ 1,779,000</td>
</tr>
<tr>
<td>Police and Fire Pension Costs that are Legally Required to be Paid to CalPERS and Principal and Interest on the Safety Pension Obligation Bonds² 2,261,000</td>
</tr>
<tr>
<td><strong>Total Public Safety</strong> 4,040,000</td>
</tr>
<tr>
<td><strong>Senior &amp; Youth Programs</strong></td>
</tr>
<tr>
<td>Amount associated with the cost to keep the Recreation Center, Community Center &amp; Senior Center open³ 1,241,029</td>
</tr>
<tr>
<td><strong>Employee Retention</strong></td>
</tr>
<tr>
<td>Salary and benefit increases⁴ 2,701,000</td>
</tr>
<tr>
<td><strong>Capital Improvements</strong></td>
</tr>
<tr>
<td>Includes $375,000 for residential road rehab and $200,000 for park improvements. 575,000</td>
</tr>
<tr>
<td><strong>Total Reoccuring Expenses⁶ 8,557,029</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>One-Time Expenses:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Payment to CalPERS towards unfunded pension liabilities -</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reserves Set-Aside in 20-21:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Pension Reserves</strong></td>
</tr>
<tr>
<td>2020-21 Contribution to Pension Trust Fund -</td>
</tr>
<tr>
<td><strong>Increase in Capital Reserves</strong> 2,230,971</td>
</tr>
<tr>
<td><strong>Capital Reserves - Transfer to Fleet Management Internal Service Fund</strong> Set-aside for Fire Apparatus 365,000</td>
</tr>
<tr>
<td><strong>Total Reserves Set-Aside in 20-21 2,595,971</strong></td>
</tr>
</tbody>
</table>

## General Fund Operating Revenue Detail

<table>
<thead>
<tr>
<th>Revenue By Category</th>
<th>2019-20</th>
<th>2020-21</th>
<th>+/- Estimate</th>
<th>+/- Prior Year</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total General Revenue:</td>
<td>54,203,965</td>
<td>54,310,325</td>
<td>106,420</td>
<td>0.20%</td>
<td>52,510,017 (1,693,088)</td>
</tr>
</tbody>
</table>

### Functional Revenue:

#### Business License

- **Business License Tax**: 415,000, 320,000 (95,000), -22.88% 350,000, (55,000) -13.25%
- **Permits/Fees**: 7,000 14,000 7,000 100.00% 9,000 2,000 20.57%
- **Penalties**: 3,500 18,000 14,500 414.29% 16,000 12,500 25.71%
- **Applications**: - 20 20 N/A - N/A - N/A

**Total Business License**: 425,500 352,020 (73,480) -17.27% 385,000 (40,500) -9.52%

#### Planning & Building

- **Zoning/Permits/V. Fees**: 268,875 228,535 (39,340) -14.63% 252,375 (16,500) -6.14%
- **Permits**: 688,000 688,000 - 0.00% 688,000 - 0.00%
- **Dev. Review/Plan Check/Inspection**: 249,650 254,650 5,000 2.00% 249,650 - 0.00%

**Total Planning & Building**: 1,206,525 1,172,185 (34,340) -2.85% 1,190,025 (16,500) -1.37%

#### Police

- **P.O.S.T.**: 4,000 10,000 6,000 150.00% 8,000 4,000 0.00%
- **Recovery of Expense**: 4,000 5,000 1,000 25.00% 4,000 - 0.00%
- **City Code Fines**: 335,000 250,000 (85,000) -25.37% 225,000 (110,000) -32.84%
- **Tow Service**: 76,500 91,700 15,200 19.87% 71,500 (5,000) -6.54%
- **License/Permits & Penalties**: 90,000 67,000 (23,000) -35.95% 86,000 (4,000) -4.44%
- **Service & Other Fees**: 11,000 10,500 (500) -4.55% 9,450 (1,550) -14.09%
- **Police Auctions**: 1,000 300 (700) -70.00% 1,000 - 0.00%
- **DEA/TOC Reimbursement**: 5,000 16,000 11,000 220.00% 11,000 6,000 (20.00%)
- **Impounded Vehicle Records Fee**: 30,000 44,000 14,000 46.67% 34,250 4,250 14.17%
- **Report Sales**: 20,000 10,000 (2,000) -10.00% 18,000 (2,000) -10.00%

**Total Police**: 576,500 512,500 (64,000) -11.10% 468,200 (108,300) -18.79%

#### Engineering

- **Permits**: 210,000 291,000 81,000 38.57% 210,000 - 0.00%
- **Engineering Fees**: 47,500 192,000 144,500 394.21% 97,500 50,000 195.26%
- **Improvement Inspection Fee**: 10,000 88,000 78,000 780.00% 10,000 - 0.00%
- **Landscape Inspection Fee**: 5,000 3,835 (1,165) -23.30% 6,000 - 0.00%

**Total Engineering**: 272,500 574,835 302,335 110.85% 322,500 50,000 18.35%

#### Field Service

- **Median Fees**: 3,000 3,000 - 0.00% 1,500 (1,500) -50.00%
- **Tree Removal Fees**: 10,000 32,900 22,900 225.06% 10,000 - 0.00%
- **Storm Water Prevention Fee**: 124,450 113,134 (11,266) -9.06% 124,500 100 0.80%

**Total Field Services**: 137,400 149,042 11,642 8.47% 136,000 (1,400) -1.02%

#### Fire

- **Other Fire Services**: 19,000 19,000 - 0.00% 19,000 - 0.00%
- **False Alarm & Report Fees**: 7,500 9,500 2,000 26.78% 7,500 - 0.00%
- **Emergency Response Fees**: 1,000 235,065 234,065 23406.60% 38,000 35,000 350.00%
- **Paramedic Subscription Fee**: 130,000 115,000 (15,000) -11.54% 130,000 - 0.00%
- **Paramedic Non-Member**: 245,000 225,000 (20,000) -8.16% 245,000 - 0.00%
- **Paramedic Impact**: 203,000 203,000 - 0.00% 203,000 - 0.00%
- **Medical Supply Reimbursement**: 60,000 60,000 - 0.00% 60,000 - 0.00%
- **Paramedic Response Fee**: 230,000 170,000 (60,000) -35.29% 230,000 - 0.00%
- **ALS Fees**: 230,000 220,000 (10,000) -4.36% 230,000 - 0.00%
- **Fire Inspection / Plan Check Fee**: 175,000 195,000 20,000 11.43% 190,000 15,000 8.57%
- **Fire Permit to Operate**: 105,000 105,000 - 0.00% 105,000 - 0.00%
- **Hazardous Materials Fee**: 59,000 59,000 - 0.00% 59,000 - 0.00%

**Total Fire**: 1,433,500 1,614,565 181,065 12.63% 1,483,500 50,000 3.49%

### Community Services
## GENERAL FUND OPERATING REVENUE DETAIL

<table>
<thead>
<tr>
<th>Revenue By Category</th>
<th>Budget</th>
<th>Estimate</th>
<th>+/- Budget</th>
<th>%</th>
<th>Budget</th>
<th>+/- Prior Year</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Athletic Fees</td>
<td>145,000</td>
<td>90,138</td>
<td>(54,862)</td>
<td>-37.84%</td>
<td>90,000</td>
<td>(55,000)</td>
<td>-37.93%</td>
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<tr>
<td>Field Rentals</td>
<td>330,000</td>
<td>194,240</td>
<td>(135,760)</td>
<td>-41.14%</td>
<td>215,000</td>
<td>(115,000)</td>
<td>-34.86%</td>
</tr>
<tr>
<td>Other Concessions</td>
<td>20,000</td>
<td>18,163</td>
<td>(1,837)</td>
<td>-9.19%</td>
<td>16,000</td>
<td>(5,000)</td>
<td>-25.00%</td>
</tr>
<tr>
<td>Donations Summerfest</td>
<td>59,582</td>
<td>3,309</td>
<td>(56,273)</td>
<td>-94.45%</td>
<td>60,000</td>
<td>418</td>
<td>0.70%</td>
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<tr>
<td>Donations Campout</td>
<td>1,000</td>
<td>765</td>
<td>(235)</td>
<td>-21.50%</td>
<td>1,000</td>
<td>-</td>
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<tr>
<td>Residual Receipts</td>
<td>10,000</td>
<td>-</td>
<td>(10,000)</td>
<td>-100.00%</td>
<td>10,000</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>FV Community Foundation</td>
<td>18,000</td>
<td>7,734</td>
<td>(10,266)</td>
<td>-57.03%</td>
<td>15,000</td>
<td>(3,000)</td>
<td>-15.67%</td>
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<tr>
<td>Aquatics</td>
<td>40,000</td>
<td>19,612</td>
<td>(20,388)</td>
<td>-50.97%</td>
<td>50,000</td>
<td>(15,000)</td>
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<td>Mile Square Rec. Room Rentals</td>
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<td>56,834</td>
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<td>60,000</td>
<td>(25,000)</td>
<td>-29.41%</td>
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<td>Community Center Rents</td>
<td>85,000</td>
<td>39,031</td>
<td>(45,969)</td>
<td>-54.08%</td>
<td>60,000</td>
<td>(25,000)</td>
<td>-29.41%</td>
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<tr>
<td>Drop In Senior Center/Recreation</td>
<td>3,500</td>
<td>3,418</td>
<td>(82)</td>
<td>-2.34%</td>
<td>2,000</td>
<td>(1,500)</td>
<td>-62.66%</td>
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<tr>
<td>Newsletter Senior</td>
<td>11,500</td>
<td>6,052</td>
<td>(5,448)</td>
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<td>11,500</td>
<td>-</td>
<td>0.00%</td>
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<td>Donations Center Operations</td>
<td>67,000</td>
<td>31,564</td>
<td>(35,436)</td>
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<td>-</td>
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<td>Contract Classes</td>
<td>364,500</td>
<td>207,250</td>
<td>(157,250)</td>
<td>-43.14%</td>
<td>243,000</td>
<td>(121,500)</td>
<td>-33.33%</td>
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<tr>
<td>Special Events</td>
<td>50,000</td>
<td>36,406</td>
<td>(13,594)</td>
<td>-27.00%</td>
<td>15,000</td>
<td>(35,000)</td>
<td>-70.00%</td>
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<tr>
<td>Senior Transportation Contrib.</td>
<td>20,927</td>
<td>59,035</td>
<td>38,108</td>
<td>182.10%</td>
<td>71,669</td>
<td>50,742</td>
<td>242.47%</td>
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<tr>
<td>Total Community Services</td>
<td>1,291,509</td>
<td>772,883</td>
<td>(518,626)</td>
<td>-40.16%</td>
<td>926,169</td>
<td>(365,340)</td>
<td>-28.29%</td>
</tr>
</tbody>
</table>

| Total Functional Revenues                 | 5,343,434| 5,148,030 | (195,404)  | -3.86% | 4,911,384| (432,040)      | -8.09% |
| Total Revenues                            | 59,547,339| 59,458,355| (88,984)   | -0.15% | 57,421,411| (2,125,928)     | -3.57% |
## GENERAL FUND OPERATING EXPENDITURES

<table>
<thead>
<tr>
<th>Department</th>
<th>Personnel Expense</th>
<th>Internal Service Allocation</th>
<th>Operating Expense</th>
<th>Total</th>
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<tbody>
<tr>
<td><strong>Administration</strong></td>
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<td>City Council</td>
<td>73,423</td>
<td>34,543</td>
<td>10,600</td>
<td>118,566</td>
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<td>City Manager</td>
<td>206,567</td>
<td>50,586</td>
<td>461,012</td>
<td>718,165</td>
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<td>Administrative Services</td>
<td>316,899</td>
<td>38,282</td>
<td>112,000</td>
<td>467,181</td>
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<td><strong>Total Administration</strong></td>
<td>596,889</td>
<td>123,411</td>
<td>583,612</td>
<td>1,303,912</td>
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<td><strong>City Clerk</strong></td>
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<td>Records Management</td>
<td>119,666</td>
<td>50,882</td>
<td>14,500</td>
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<td>Elections</td>
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<td>6,820</td>
<td>35,000</td>
<td>53,146</td>
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<td><strong>Total City Clerk</strong></td>
<td>130,992</td>
<td>57,702</td>
<td>49,500</td>
<td>238,194</td>
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<td><strong>Finance</strong></td>
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<td>354,850</td>
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<td>3,970</td>
<td>79,950</td>
<td>101,855</td>
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<td>202,917</td>
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<tr>
<td>Employee Relations</td>
<td>582,462</td>
<td>50,567</td>
<td>190,400</td>
<td>823,429</td>
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<tr>
<td><strong>Total Human Resources</strong></td>
<td>582,462</td>
<td>50,567</td>
<td>190,400</td>
<td>823,429</td>
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<tr>
<td><strong>Planning/Building</strong></td>
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<td>Planning</td>
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<td>94,253</td>
<td>38,063</td>
<td>528,401</td>
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<td>41,375</td>
<td>842,673</td>
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<td><strong>Total Planning/Building</strong></td>
<td>1,152,801</td>
<td>138,835</td>
<td>79,438</td>
<td>1,371,074</td>
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<tr>
<td>Engineering</td>
<td>313,097</td>
<td>176,250</td>
<td>45,690</td>
<td>535,037</td>
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<td>Traffic Engineering</td>
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<td>79,196</td>
<td>4,395</td>
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<td>Construction Inspection</td>
<td>116,841</td>
<td>56,672</td>
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<td>173,893</td>
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<td>8,828</td>
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<tr>
<td><strong>Total Public Works</strong></td>
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<td>320,400</td>
<td>375,465</td>
<td>1,355,953</td>
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<td><strong>Field Services</strong></td>
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<td></td>
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<tr>
<td>Right of Way</td>
<td>141,607</td>
<td>82,274</td>
<td>341,240</td>
<td>565,121</td>
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<td>Tree Maintenance</td>
<td>89,214</td>
<td>78,905</td>
<td>302,652</td>
<td>468,771</td>
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<td>Park Maintenance</td>
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<td>94,636</td>
<td>612,612</td>
<td>869,123</td>
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<td>Concrete Maintenance</td>
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<td>151,792</td>
<td>26,600</td>
<td>521,706</td>
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<td>Pavement Maintenance</td>
<td>351,294</td>
<td>159,582</td>
<td>90,300</td>
<td>601,176</td>
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<td>Storm Drain Maintenance</td>
<td>411,106</td>
<td>58,819</td>
<td>101,500</td>
<td>569,425</td>
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<td>Traffic Control Maintenance</td>
<td>164,228</td>
<td>143,203</td>
<td>272,000</td>
<td>579,431</td>
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<td>Street Sweeping</td>
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<td>10,685</td>
<td>450,000</td>
<td>478,631</td>
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<td>Recreation Center</td>
<td>165,602</td>
<td>255,344</td>
<td>591,555</td>
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<td>Creffiti Removal</td>
<td>74,680</td>
<td>91,628</td>
<td>10,200</td>
<td>176,317</td>
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<td><strong>Total Field Services</strong></td>
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<td>1,122,768</td>
<td>2,798,532</td>
<td>5,842,075</td>
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<td><strong>Fire</strong></td>
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<tr>
<td>Fire Suppression</td>
<td>4,957,581</td>
<td>744,239</td>
<td>720,219</td>
<td>6,422,039</td>
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<td>284,802</td>
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<td>Fire Prevention</td>
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<td>60,700</td>
<td>769,924</td>
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<td>Fire Reserves</td>
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<td>539</td>
<td>4,885</td>
<td>46,119</td>
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<td>Disaster Prep</td>
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<td>23,810</td>
<td>9,710</td>
<td>150,142</td>
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<td>Hazardous Materials</td>
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<td>15,721</td>
<td>9,135</td>
<td>138,099</td>
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<td>F.I.R.S.T.</td>
<td>19,277</td>
<td>6,254</td>
<td>3,540</td>
<td>29,071</td>
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<td><strong>Total Fire</strong></td>
<td>8,950,152</td>
<td>1,136,364</td>
<td>912,209</td>
<td>10,998,725</td>
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29
<table>
<thead>
<tr>
<th>Department</th>
<th>Personnel Expense</th>
<th>Internal Service Allocation</th>
<th>Operating Expense</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Police</strong></td>
<td></td>
<td></td>
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<tr>
<td>Patrol</td>
<td>7,759,676</td>
<td>1,235,228</td>
<td>175,500</td>
<td>9,170,404</td>
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<td>S.W.A.T.</td>
<td>76,181</td>
<td>16,797</td>
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<td>103,978</td>
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<td>Canine</td>
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<td>85,097</td>
<td>19,620</td>
<td>447,772</td>
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<td>Traffic</td>
<td>500,695</td>
<td>175,159</td>
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<td>957,004</td>
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<td>427,578</td>
<td>107,175</td>
<td>3,351,448</td>
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<td>1,220,927</td>
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<td>787,606</td>
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<td>Range</td>
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<td>3,793</td>
<td>48,018</td>
<td>58,534</td>
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<td>20,898</td>
<td>17,850</td>
<td>176,969</td>
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<td><strong>Community Services</strong></td>
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<td>Athletics</td>
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<td>164,988</td>
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<td>378,339</td>
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<td>Aquatics</td>
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<td>16,964</td>
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<td>Community &amp; Senior Center</td>
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<td>198,778</td>
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<td>583,798</td>
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<td>Contract Classes</td>
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<td>41,540</td>
<td>390,862</td>
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<td>Special Events</td>
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<td>Senior Transportation</td>
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<td><strong>Total Community Services</strong></td>
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<td><strong>Non Departmental</strong></td>
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<tr>
<td>Non Departmental</td>
<td>-</td>
<td>-</td>
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<tr>
<td><strong>Total Non Departmental</strong></td>
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<tr>
<td><strong>Grand Total</strong></td>
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<td><strong>6,339,499</strong></td>
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### FUND TRANSFERS IN & OUT DETAIL

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<th></th>
<th>Transfers Out</th>
<th>General Fund (11)</th>
<th>Gas Tax (23)</th>
<th>Traffic Improv. (24)</th>
<th>ISF Benefits (66)</th>
<th>Total</th>
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<td><strong>General Fund (11)</strong></td>
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<tr>
<td>Gas Tax Fund</td>
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<td>654,000</td>
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<td>IS - Employee Benefit Fund</td>
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<td>654,000</td>
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<td><strong>Road Maintenance &amp; Rehabilitation (22)</strong></td>
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<tr>
<td>Gas Tax Fund</td>
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<td>1,088,438</td>
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<td><strong>Total Road Maintenance &amp; Rehabilitation</strong></td>
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<td><strong>Gas Tax Fund (23)</strong></td>
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<td>396,000</td>
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### CAPITAL PROJECTS FUNDING ANALYSIS

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## CAPITAL PROJECTS FUNDING ANALYSIS

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| 1,100,000        | 1,100,000       | 30,000    | 40,000     | 1,086,436  | 1,321,562 | 226,000      | 1,818,000           | 210,000     | 1,250       |

| 1,100,000        | 1,100,000       | 30,000    | 25,000     | 17,000     | 1,818,000 | 212,000      | 212,000             | 3,012,225   | 35,000      |

| 1,100,000        | 1,100,000       | 30,000    | 25,000     | 17,000     | 1,818,000 | 212,000      | 212,000             | 3,012,225   | 35,000      |

| 40,000           | 40,000          | 300,000   | 30,000     | 20,000     | 100,000   | 300,000      | 750,000             | 800,000     | 900,000     |

| 4,638,740        | -               | 300,000   | 30,000     | 20,000     | 100,000   | 300,000      | 750,000             | 800,000     | 900,000     |

| 3,465,000        | -               | 3,465,000 | -          | -          | -         | -            | -                   | -           | -           |

| 3,465,000        | -               | 3,465,000 | -          | -          | -         | -            | -                   | -           | -           |

| $2,060,001       | $-              | $-        | $-         | $-         | $-        | $-           | $-                  | $-          | $-          |
C A P I T A L I M P R O V E M E N T P R O J E C T S D E S C R I P T I O N S

Project Name: General Plan Update

Project Number: GF335 General Fund

Project Description:
The General Plan is one of California's most important planning tools. Every city in California is required by state law to adopt a general plan containing goals and policies that expresses the community's vision of its future, improves public safety, and enhances access to and the use of available resources. The General Plan is a long-range planning document that represents the community's view of its future; it is a blueprint for a city's growth and development. This project will include consultant services to deliver a comprehensive General Plan update to the current General Plan that was adopted in 1995.

Estimated Start Date: 2017/2018

Estimated Completion Date: 2020/2021

Budgeted Projected Costs: $1,470,870

Budgeted Funding Sources: Economic Development Reserve and General Plan Maintenance Fee Reserve, General Fund Capital Reserves

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FUTURE READY
Fountain Valley
2040 General Plan

34
Project Name: Recreation Center Interior Improvements

Project Number: GF341 General Fund

Project Description:
This is for the construction of the revitalization project to provide improvements to the interior facilities of the Recreation Center. The interior will be updated to meet current needs, compliance and appearance. The improvements to the existing facility will include flooring throughout, interior paint, revitalizing wood components with paint or stain, replacing existing cabinetry and counter tops in the kitchen, kitchen appliances, creating ease of access through kitchen area, generating storage space, and modifying the current layout to create an open-concept greeting counter. This includes construction, construction management, and specialized inspection.

Estimated Start Date: 2018/2019
Estimated Completion Date: 2021/2022
Budgeted Projected Costs: $1,278,448
Budgeted Funding Sources: 98 Tax Allocation Bond Proceeds

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Current Structure:
Project Name: Sports Park Outbuildings

Project Number: GF349

Project Description: This project will replace and provide structural improvements to the roofing of all of the outbuildings at the Fountain Valley Sports Park to provide consistency with the newer surrounding buildings. In addition, the project will provide interior improvements including the replacement of fixtures, paint and plumbing.

Estimated Start Date: 2020/2021

Estimated Completion Date: 2020/2021

Budgeted Projected Costs: $500,000

Budgeted Funding Sources: Park In-Lieu Funds, General Fund Capital Reserves

<table>
<thead>
<tr>
<th>Funding Source(s)</th>
<th>2020-21</th>
<th>2021-22</th>
<th>2022-23</th>
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<tbody>
<tr>
<td>Park In-Lieu</td>
<td>439,773</td>
<td></td>
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<tr>
<td>General Fund Capital Reserves</td>
<td>60,227</td>
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</table>
CAPITAL IMPROVEMENT PROJECTS DESCRIPTIONS

Project Name: Park Improvements - Annual

Project Number: GF403 General Fund

Project Description:
Improvements to playground equipment are scheduled each year to ensure the safety of the children and quality of the activities that they enjoy at each of the neighborhood parks. All parks are evaluated annually and those showing the greatest need become priority.

Estimated Start Date: Annual

Estimated Completion Date: Continuous

Budgeted Projected Costs: $200,000 Annual

Budgeted Funding Sources: General Fund

<table>
<thead>
<tr>
<th>Funding Source(s)</th>
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<th>2023-24</th>
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<td>200,000</td>
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<td>$200,000</td>
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<td>$200,000</td>
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<td>$200,000</td>
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Location Map:
Project Name: Emergency Vehicle Preemption System Phase 1

Project Number: GF796

Project Description:
EVP is a traffic signal control system for emergency vehicles that provides safety to first responders and the community and reduces emergency vehicle travel times. In FY 2019-20 an EVP pilot study included successful installation at 15 intersections. This is for the design, construction, and inspection for emergency vehicle response devices Phase 1.

Estimated Start Date: 2020/2021

Estimated Completion Date: 2020/2021

Budgeted Projected Costs: $375,000

Budgeted Funding Sources: General Fund

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<td></td>
<td></td>
<td>$375,000</td>
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</tbody>
</table>
Project Name: I-405 Improvement

Project Number: GF915

Project Description:
Throughout the course of the I-405 improvement project, public works engineering staff, professional consultants and Police Department staff will be involved in reviewing plans, construction work on City facilities, evaluating and adjusting signal timing and traffic detours, and providing additional surveillance and enforcement. The City has entered into a cooperative agreement with OCTA, which provides for reimbursement of funds for City engineering and police staff costs for the duration of the project. Professional consulting services will be retained to assist city engineering staff in ensuring city compliance with all aspects of the I-405 Improvement Project.

Estimated Start Date: 2016/2017

Estimated Completion Date: 2021/2022

Budgeted Projected Costs: $2,960,000

Budgeted Funding Sources: Orange County Transportation Auth. (OCTA) Reimbursement

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</table>
Project Name: School Area ADA Pedestrian Ramps

Project Number: GT228

Project Description: This project will maintain all school area striping and signage to maintain federal and state compliance.

Estimated Start Date: 2020/2021

Estimated Completion Date: 2020/2021

Budgeted Projected Costs: $575,000

Budgeted Funding Sources: Gas Tax Fund / ATP Grant

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<td>$575,000</td>
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<td>$575,000</td>
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</table>
Project Name: Residential Roadway Rehabilitation

Project Number: GT229 Gas Tax Fund

Project Description:
This budget year continues the Gas Tax Fund's ongoing financing of pavement rehabilitation work on the City's residential roadways. This funding enables the City to maintain its current schedule for complete improvement of its residential streets. Continuing with the successes of this program, more extensive pavement treatments, including AC overlay, will be implemented to: (1) add useful life and strength to the roadway; (2) seal the pavement surface; (3) make the pavement impermeable to air and water; (4) improve skid resistance; and (5) improve the street's overall appearance. It is intended that City Section D7 will receive a complete street resurfacing via edge grind and cap. This project will also install ADA compliant curb ramps at all curb returns. This project is planned for summer of 2020.

Estimated Start Date: Annual

Estimated Completion Date: 2020

Budgeted Projected Costs: $2,400,000

Budgeted Funding Sources: Gas Tax Fund, General Fund, Water Fund, Sewer Fund

<table>
<thead>
<tr>
<th>Project Budget</th>
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<tr>
<td>Funding Source(s)</td>
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<td>Gas Tax</td>
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<td>Transportation</td>
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<td>Congestion</td>
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<td>Relief Fund</td>
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<td>(TCRF Loan)</td>
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<td>Road Maint. &amp;</td>
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<td>Rehab. Acct.</td>
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<tr>
<td>(RMRA/ SB1)</td>
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<tr>
<td>General Fund</td>
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<tr>
<td>Water Fund</td>
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<tr>
<td>Sewer Fund</td>
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<td><strong>Total</strong></td>
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Location Map:
Project Name: Brookhurst Street Traffic Signal Synchronization

Project Number: T155 Traffic Improvement Fund

Project Description:
This project is to synchronize countywide traffic signals throughout the County. The Orange County Transportation Authority (OCTA) has identified Brookhurst Street as an approved project under OCTA Measure M2 Regional Traffic Signal Synchronization Program (TSSP).

Start Date: 2020/2021

Estimated Completion Date: 2020/2021

Budgeted Projected Costs: $100,000

Budgeted Funding Sources: Measure M2

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<thead>
<tr>
<th>Funding Source(s)</th>
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<td>$100,000</td>
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<td>$100,000</td>
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Location Map:
Project Name: Traffic Signal System Equipment Improvements Citywide
Project Number: T266 Traffic Improvement Fund

Project Description:
This project will provide and install traffic signal equipment at various locations citywide.

Estimated Start Date: 2020/2021
Estimated Completion Date: 2020/2021
Budgeted Projected Costs: $300,000
Budgeted Funding Sources: Measure M2

<table>
<thead>
<tr>
<th>Funding Source(s)</th>
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</table>
CAPITAL IMPROVEMENT PROJECTS DESCRIPTIONS

Project Name: Warner Ave Arterial Rehabilitation from Brookhurst St. to Euclid St.

Project Number: TI275 Traffic Improvement Fund

Project Description:
This project will improve the arterial by resurfacing the street with asphalt concrete from curb to curb. This project will also replace curb & gutter, pedestrian ramps and sidewalk panels that are damaged or are not ADA compliant.

Estimated Start Date: 2019/2020

Estimated Completion Date: 2020/2021

Budgeted Projected Costs: $1,995,000

Budgeted Funding Sources: Measure M2, Traffic Improvement, Water Fund, Sewer Fund

<table>
<thead>
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<tr>
<td>Sewer Fund</td>
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<td></td>
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<td>$1,900,000</td>
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</table>

Location Map:
Project Name: Euclid Street Arterial Rehabilitation from Heil St. to Warner Ave.

Project Number: Ti276 Traffic Improvement Fund

Project Description:
This project will improve the arterial by resurfacing the street with asphalt concrete from curb to curb. The project will also replace curb & gutter, bus pads, pedestrian ramps and sidewalk panels that are damaged or are not ADA compliant.

Estimated Start Date: 2020/2021

Estimated Completion Date: 2021/2022

Budgeted Projected Costs: $1,800,000

Budgeted Funding Sources: Measure M2, Water Fund, Sewer Fund

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<tbody>
<tr>
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<td>Sewer Enterprise</td>
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<td>Water Enterprise</td>
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<tr>
<td><strong>Total</strong></td>
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<td><strong>$1,800,000</strong></td>
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</tbody>
</table>

Location Map:
Project Name: Slater Street Traffic Signal Synchronization

Project Number: T/281 Traffic Improvement Fund

Project Description:
This project is to synchronize countywide traffic signals throughout the County. The Orange County Transportation Authority (OCTA) has identified Slater Street as an approved project under OCTA Measure M2 Regional Traffic Signal Synchronization Program (TSSP).

Start Date: 2020/2021

Estimated Completion Date: 2021/2022

Budgeted Projected Costs: $150,000

Budgeted Funding Sources: Measure M2

<table>
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<th>Funding Source(s)</th>
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</thead>
<tbody>
<tr>
<td>Measure M2</td>
<td>150,000</td>
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<tr>
<td>Total</td>
<td>$150,000</td>
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</table>

Location Map:
**CAPITAL IMPROVEMENT PROJECTS DESCRIPTIONS**

**Project Name:** Protected Permissive Traffic (PPLT) Signal Improvements at Eight (8) Traffic Signals Including Edinger Ave at Ward St, Brookhurst St at Heil Ave, Harbor Blvd at Lilac Ave, Magnolia St at Slater Ave, Euclid St at Slater Ave, Warner Ave at Los Jardines West, Ellis Ave at Bushard St, Ellis Ave at Ward St

**Project Number:** TI288 Traffic Improvement Fund

**Project Description:** This project will provide for the design and preparation of the plans, specifications, and construction engineering support for eight (8) of the city’s existing protected permissive traffic signals including Edinger Ave at Ward St, Brookhurst St at Heil Ave, Harbor Blvd at Lilac Ave, Magnolia St at Slater Ave, Euclid St at Slater Ave, Warner Ave at Los Jardines West, Ellis Ave at Bushard St, and Ellis Ave at Ward St.

**Estimated Start Date:** 2020/21

**Estimated Completion Date:** 2020/21

**Budgeted Projected Costs:** $2,045,000

**Budgeted Funding Sources:** HSIP Grant, Measure M2

<table>
<thead>
<tr>
<th>Funding Source(s)</th>
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<td><strong>$2,045,000</strong></td>
</tr>
</tbody>
</table>

**Location:** Eight Locations
Project Name: Sewer Structural Improvements Annual

Project Number: S-627 Sewer Fund

Project Description:
This project will provide sewer line improvements at various locations throughout the City. These improvements will result in the reduction of potential sewage overflows.

Program Start Date: Annually

Estimated Completion Date: Continuous

Budgeted Projected Costs: $2,000,000

Budgeted Funding Sources: Sewer Fund

<table>
<thead>
<tr>
<th>Funding Source(s)</th>
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<tr>
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<td>8,000,000</td>
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</table>

Location: Various Areas Citywide
Project Name: Well No. 6 Rehabilitation

Project Number: WU703 Water Fund

Project Description:
As a water well ages, the rate at which water may be pumped tends to decrease. Water wells require regular maintenance to ensure adequate water flow and continued drinking water safety. In fiscal year 17-18 emergency repair work was done on the top portion of the well pump in an effort to bring the back into operational condition after it had completely failed. This work is an interim condition improvement and this well requires a more comprehensive long term list of improvements so that the city can realize longevity. The improvements required as part of this project include replacement of the entire pump, shaft and full casing rehabilitation.

Estimated Start Date: 2020/2021

Estimated Completion Date: 2020/2021

Budgeted Projected Costs: $300,000

Budgeted Funding Sources: Water Fund

<table>
<thead>
<tr>
<th>Funding Source(s)</th>
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Location Map:
Project Name: Well No. 8 Rehabilitation
Project Number: WU806 Water Fund

Project Description:
As a water well ages, the rate at which water may be pumped tends to decrease. Water wells require regular maintenance to ensure adequate water flow and continued drinking water safety. This project consists of rehabilitation of the well casing and replacement of the well pump and motor. In addition to the Well pump and motor at well 8, it will include the installation of an emergency backup generator and a Variable Frequency Drive (VFD) for energy efficiency.

Estimated Start Date: 2020/2021
Estimated Completion Date: 2020/2021
Budgeted Projected Costs: $800,000
Budgeted Funding Sources: Water Fund

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<thead>
<tr>
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<td></td>
<td></td>
<td>$800,000</td>
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</tbody>
</table>
Project Name: Well No. 11 Rehabilitation

Project Number: WU807 Water Fund

Project Description:
As a water well ages, the rate at which water may be pumped tends to decrease. Water wells require regular maintenance to ensure adequate water flow and continued drinking water safety. FY 19/20 the well had the head shaft rebuilt and the pump pulled in order to check the condition to verify for the future rehab project. It was found that there is some casing failure and a blockage in the well. This project consists of rehabilitation of the well casing, the possible re-lining of the casing, and replacement of the well pump and motor.

Estimated Start Date: 2019/2020

Estimated Completion Date: 2020/2021

Budgeted Projected Costs: $1,000,000

Budgeted Funding Sources: Water Fund

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<thead>
<tr>
<th>Funding Source(s)</th>
<th>2020-21</th>
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<tbody>
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<td>900,000</td>
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<td>Total</td>
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Location Map:
### Department Summary (All Funds)

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<tbody>
<tr>
<td><strong>Total All Funds</strong></td>
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<td>Salaries &amp; Benefits</td>
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<td><strong>Total All Funds Expenditures</strong></td>
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<td>66,184,496</td>
<td>64,083,463</td>
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<td>Revenues/Charges to Departments</td>
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<td>34,499,452</td>
<td>33,503,689</td>
<td>36,663,764</td>
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<tr>
<td><strong>Total All Funds Revenues</strong></td>
<td>34,887,821</td>
<td>34,499,452</td>
<td>33,503,689</td>
<td>36,663,764</td>
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![Bar chart showing the breakdown of expenditures and revenues for different fiscal years.](chart)

### Totals by Department

#### Administration

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#### Finance

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#### Fire

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<td>2020-21 Budget</td>
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**Elections**

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**General Fund Totals**

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**Other Funds**

**Information Processing (Internal Service)**

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**Total Other Funds**

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## Finance

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<th>2019-20 Estimated</th>
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<td><strong>1,136,144</strong></td>
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### General Fund

#### Financial Services

| Salaries & Benefits                           | 583,885        | 584,161        | 629,386           | 696,807        |
| Internal Service Charges                      | 208,680        | 208,859        | 205,228           | 198,947        |
| Operating Expense                             | 315,447        | 386,500        | 301,750           | 364,850        |
| **Program Expenditures**                      | **1,108,192**  | **1,191,520**  | **1,136,344**     | **1,250,604**  |

#### Business License

| Salaries & Benefits                           | 13,768         | 13,566         | 18,134            | 7,935          |
| Internal Service Charges                      | 3,693          | 3,693          | 3,894             | 3,970          |
| Operating Expense                             | 74,747         | 74,950         | 73,136            | 79,950         |
| **Program Expenditures**                      | **92,208**     | **92,209**     | **95,164**        | **101,855**    |
| Revenues                                      | 406,038        | 425,500        | 352,020           | 385,000        |
| **Program Revenues**                          | **406,038**    | **425,500**    | **352,020**       | **385,000**    |

### General Fund Totals

<p>| Salaries &amp; Benefits                           | 597,653        | 597,727        | 647,500           | 74,742         |
| Internal Service Charges                      | 212,553        | 212,552        | 209,122           | 202,917        |
| Operating Expense                             | 390,194        | 473,450        | 374,886           | 434,800        |
| <strong>General Fund Expenditures</strong>                 | <strong>1,200,400</strong>  | <strong>1,283,729</strong>  | <strong>1,231,508</strong>     | <strong>1,352,459</strong>  |
| Revenues                                      | 406,038        | 425,500        | 352,020           | 385,000        |</p>
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### FV Successor Agency to the FVACD

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![Bar Chart](image)

### Successor Agency Fund

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### Successor Fund Total

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<td><strong>254,283</strong></td>
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<td><strong>Total Fire Department Revenues</strong></td>
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<td><strong>1,614,565</strong></td>
<td><strong>1,483,500</strong></td>
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</tbody>
</table>

**General Fund**

**Suppression**

| Salaries & Benefits | 4,968,025 | 4,707,449 | 5,248,265 | 4,957,581 |
| Internal Service Charges | 745,725 | 745,725 | 795,958 | 744,239 |
| Operating Expense | 590,721 | 625,695 | 690,293 | 720,219 |
| **Program Expenditures** | **6,304,471** | **6,078,869** | **6,734,516** | **6,422,039** |
| Revenues | 305,023 | 27,500 | 263,565 | 62,500 |
| **Program Revenues** | **305,023** | **27,500** | **263,565** | **62,500** |

**Paramedics**

| Salaries & Benefits | 2,993,823 | 2,967,694 | 3,228,379 | 3,059,109 |
| Internal Service Charges | 286,870 | 286,871 | 296,221 | 284,802 |
| Operating Expense | 85,871 | 83,280 | 97,640 | 99,420 |
| **Program Expenditures** | **3,366,564** | **3,337,845** | **3,620,240** | **3,443,331** |
| Revenues | 1,053,557 | 1,068,000 | 993,000 | 1,038,000 |
| **Program Revenues** | **1,053,557** | **1,068,000** | **993,000** | **1,038,000** |

**Prevention**

<p>| Salaries &amp; Benefits | 628,929 | 640,614 | 645,409 | 648,225 |
| Internal Service Charges | 66,388 | 66,388 | 67,581 | 30,999 |
| Operating Expense | 68,987 | 60,700 | 78,800 | 30,700 |
| <strong>Program Expenditures</strong> | <strong>764,304</strong> | <strong>767,702</strong> | <strong>791,790</strong> | <strong>759,924</strong> |</p>
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### Human Resources

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### General Fund

#### Employee Relations

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#### General Fund Totals

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### Planning & Building

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### General Fund

#### Planning

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#### Building

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### Planning & Building

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### Other Funds

#### Abandoned Vehicle

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#### Fountain Valley Housing Authority (FVHA)

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#### Community Development Block Grant (CDBG)

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### Total Other Funds

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**Other Funds**

**Criminal Diversion**

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**COPS/Supplemental Law**

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**Total Other Funds**

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### General Fund

#### Engineering

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<tr>
<td><strong>Total Other Fund Revenues</strong></td>
<td>25,385,750</td>
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### Recreation & Community Services

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### General Fund

#### Athletics

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#### Field Operations

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#### Annual Festivals

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### Recreation & Community Services

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### General Fund Totals

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# CURRENT YEAR CAPITAL REPLACEMENT SCHEDULE

## Fund 61: Information Processing

### Project

**Computer Room**
- City Hall Racks

**FOUNTAIN VALLEY DOMAIN**
- PC-WS Info Svcs Mgr. DC01C8
- PC-WS-Info Svcs Tech DC12
- PC-WS-Info Svcs Tech DC14

**Network Servers & Equipment:**
- Svr-FV Svr17 (PDC)
- Svr-FV SVR18 (BDC)
- Svr-Exch Mail Svr - Mail17
- Svr-CRSVR2017
- Svr-FV Image14
- Svr-Incode14
- Palo Alto PA-3022 Firewall-City
- Appassure Backup PV110
- Cisco 2950 (3) Switches - FV
- Router - Cisco 1600R City Hal Ph. Rm.
- Svr-AD64 Voice Mail Svr
- Svr-SEVEN Cell Svr
- Digital Signage Equipment-City Hall
- Fax Server
- Scanner-Laserfiche - Fijitsu

**FVPD Rack**

**FV POLICE DOMAIN**
- Cisco 2950 (3) Switches- PD
- Svr-PDSTA4017 (PDC)
- Svr-PDSTA4018 (BDC)
- Svr-PDMDC12 Sys Svr (NetMotion)
- Svr-COPLINK15
- UPS (Universal Power Supply)
- Firewall-PA-3020 Firewall - COFVPD

**FVFD Equipment**
- Switch Cisco 3650 FS # 1
- Switch Cisco 3650 FS # 2
- Wireless Ubiquiti Radios X 2 FS # 2

**TMC Room - City Hall**
- Svr-Dell TMC #1 (Video)
- Svr-Dell TMC #2 (Signal Detection)
- Laptop—(Rugged) Signal Control

<table>
<thead>
<tr>
<th>City Manager</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>PC-WS-Asst to CM CH1090</td>
<td>900</td>
</tr>
<tr>
<td>Laptop-Asst to CM CH 1089</td>
<td>1,500</td>
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<tr>
<td>PC-WS-Admin Intern CH1086</td>
<td>900</td>
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<tr>
<td>PC-WS-City Council CH1006</td>
<td>900</td>
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</table>

**Total City Manager**

**Finance/Utility Billing**
- Laptop-Fin Dir CH1086
- Laptop - Purchasing Agent CH1007
- PC-WS-Div. Secry CH1083
- PC-WS-Temp(Rear) CH1078
- PC-WS-Water Utility Billing CH1017
- PC-WS-Water Utility Billing CH1018
- PC-WS-Utility Billing CounterCH1020
- PC-WS-Water Utility Billing CH1022
- PC-WS-Acct Tech CH1080
- PC-WS-Repro/Stores Office CH1008

**Total Finance/Utility Billing**

---

91
# CURRENT YEAR CAPITAL REPLACEMENT SCHEDULE

## Fund 61: Information Processing

<table>
<thead>
<tr>
<th>Project</th>
<th>2020-21</th>
</tr>
</thead>
<tbody>
<tr>
<td>Printer - Receipt and Cash Drawer</td>
<td>1,200</td>
</tr>
<tr>
<td>Printer - HP 2300 - Payroll</td>
<td>1,200</td>
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<tr>
<td>Printer - HP 2300 - Finance Accounting</td>
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<tr>
<td>Printer-Dell3765 Copier/Fax/Scan</td>
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<tr>
<td>Bar Code Readers (4)</td>
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<td><strong>Total Finance/Utility Billing</strong></td>
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### Human Resources

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Quantity</th>
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</thead>
<tbody>
<tr>
<td>PC-WS-Safety &amp; HR CH1006</td>
<td>900</td>
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<tr>
<td>Scanner-Fujitsu</td>
<td>1,750</td>
</tr>
<tr>
<td><strong>Total Human Resources</strong></td>
<td>2,650</td>
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### City Clerk

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Quantity</th>
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</thead>
<tbody>
<tr>
<td>PC-WS-CC Digital Recorder CH1100</td>
<td>6,600</td>
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<tr>
<td>PC-WC-Council Chamber # 2 CH1101</td>
<td>900</td>
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<tr>
<td>Scanner Laserfiche</td>
<td>4,500</td>
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<tr>
<td><strong>Total City Clerk</strong></td>
<td>12,000</td>
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### Community Services

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Quantity</th>
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</thead>
<tbody>
<tr>
<td>PC-WS-Comm Svcs Mgr CS2000</td>
<td>900</td>
</tr>
<tr>
<td>PC-WS-Div Secretary CS2001</td>
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<tr>
<td>PC-WS-Rec Svcs Coord CS2002</td>
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<tr>
<td>PC-WS-Front Desk CS2003</td>
<td>900</td>
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<tr>
<td>PC-WS-Rec Svcs Super CS2007</td>
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<tr>
<td>PC-WS-CS Super, CS2008</td>
<td>900</td>
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<tr>
<td>PC-WS-Clerk Typist CS2009</td>
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<tr>
<td>PC-WS-Back Office CS2010</td>
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<tr>
<td>PC-WS-Rec Leader MSP CS2011</td>
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<tr>
<td>PC-WS-Front Desk Door CS2012</td>
<td>900</td>
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<tr>
<td>PC-WS-MSP PC CS2013</td>
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<td>PC-WS-SC PC CS2015</td>
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<td>PC-WS-CS Back Office CS217</td>
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<td>Printer-Ricoh MFP 307 Bldg B</td>
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<td>Printer-HP4650 SC LaserJet Color</td>
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<td>Printer-HP400 SC 1870</td>
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<td>PC-WS Comp Lab Inst CL2500</td>
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<td>PC-WC-Comp Lab Student CL2501</td>
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<td>PC-WC-Comp Lab Student CL2502</td>
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<td>PC-WC-Comp Lab Student CL2503</td>
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<td>PC-WC-Comp Lab Student CL2504</td>
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<td><strong>Total Community Services</strong></td>
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### Planning/HCD

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<th>Equipment</th>
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<tr>
<td>Laptop-Planning Director CH1047</td>
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<td>PC-WS-Div Secretary CH1084</td>
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<td>PC-WS-Code Enforcement CH1058</td>
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<td>PC-WS-Code Enforcement CH1060</td>
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### CURRENT YEAR CAPITAL REPLACEMENT SCHEDULE

**Fund 61: Information Processing**

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<th>Project</th>
<th>2020-21</th>
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<tbody>
<tr>
<td>PC-WS-Housing Coord CH1031</td>
<td>900</td>
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<tr>
<td>PC-WS-Planner CH1066</td>
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<td>PC-WS Contract Planner CH1057</td>
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<tr>
<td>Printer-HP4000PL</td>
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<td>Printer-HP Laserjet400n</td>
<td>1,700</td>
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<td>Front Counter Computer for Public</td>
<td>1,500</td>
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<td><strong>Total Planning/HCD</strong></td>
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**Fire**

<table>
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<tbody>
<tr>
<td>PC-WS-FS1 Library1A CH4023</td>
<td>800</td>
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<td>PC-WS-FS1 Library1B CH4004</td>
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<tr>
<td>PC-WS-Fire Chief CH4000</td>
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<td>PC-WS-Fire Marshall CH4002</td>
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<tr>
<td>PC-WS-Fire Intern CH4005</td>
<td>900</td>
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<tr>
<td>PC-WS-Fire Prevention CH4006</td>
<td>900</td>
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<tr>
<td>PC-WS-Sta 1 / VE31 CH4011</td>
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<td>PC-WS-Sta 1 / VT31 CH4012</td>
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<td>PC-WS-Sta 1 / VB3 CH4013</td>
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<tr>
<td>PC-WS-Sta 1 / VM31 CH4014</td>
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<td>PC-WS-Sta 2 / VE32 CH4015</td>
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<td>PC-WS-Sta 2 / Lib2 CH4015</td>
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<tr>
<td>PC-WS-Sta 2 / Lib1 CH4040</td>
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<tr>
<td>PC-WS Plan Check</td>
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<td>PC-WS Plan Check</td>
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<td>PC-WS- Sta1 FireMap CH4024</td>
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<tr>
<td>MDC-GETACs (10)</td>
<td>43,158</td>
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<td><strong>Total Fire</strong></td>
<td>63,858</td>
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**Public Works - Engineering**

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<tr>
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<tbody>
<tr>
<td>PC-WS-Dir. Pub. Wks CH1048</td>
<td>900</td>
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<tr>
<td>PC-WS-Mgt Analyst CH1048</td>
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<td>PC-WS-Dpt Sec. CH1063</td>
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<tr>
<td>Printer-HP4550N-Color LaserJet</td>
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<td>Printer-HP2025dn- Div Sec</td>
<td>600</td>
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<td><strong>Total Public Works - Engineering</strong></td>
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**Public Works - City Yard**

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<tr>
<th>Project</th>
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<tbody>
<tr>
<td>Printer-HPM25DW Front Office</td>
<td>1,400</td>
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<tr>
<td>PC-WS-Mgt Analyst CY3242</td>
<td>900</td>
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<tr>
<td>PC-WS-Internal Svcs Sup CY3232</td>
<td>900</td>
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<tr>
<td>PC-WS-General Svcs Mgr CY3210</td>
<td>900</td>
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<tr>
<td>PC-WS-Sprinkler Tech CY3234</td>
<td>900</td>
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<td>PC-WS-Sewer &amp; Storm Super. CY3245</td>
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<tr>
<td>Printer-HP452 Sewer</td>
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<tr>
<td>Datacap Unit-Itron System</td>
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<tr>
<td>Printer-HP2200DN Itron Sys</td>
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<tr>
<td>PC-WS-Water Supervisor CY3207</td>
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<td>PC-WS-Utilities Mgr CY3200</td>
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<tr>
<td>PC-WS-Distribution Supervisor CY3221</td>
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<tr>
<td>PC-WS Time Entry CY3105</td>
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<td>PC-WS Time Entry CY3106</td>
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<tr>
<td><strong>Total Public Works - City Yard</strong></td>
<td>13,800</td>
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**Police (Asset Seizure)**

<table>
<thead>
<tr>
<th>Project</th>
<th>2020-21</th>
</tr>
</thead>
<tbody>
<tr>
<td>PC-WS-FVPD Lt's Ofc. FV 85</td>
<td>900</td>
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<tr>
<td>PC-WS-Det. Persons Crimes FV 48</td>
<td>900</td>
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<tr>
<td>PC-WS-Sgt's Office FV 36</td>
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<tr>
<td>PC-WS-FVPD Lt's Ofc. FV 17</td>
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<tr>
<td>PC-WS-Support Capt FV 8</td>
<td>900</td>
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<tr>
<td>PC-WS-Traffic FV 32</td>
<td>900</td>
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<tr>
<td>PC-WS-School Resource Ofcr FV 42</td>
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<td>Project</td>
<td>2020-21</td>
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<tr>
<td>--------------------------------------------------------------</td>
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<tr>
<td>PC-WS-Locator FV 64</td>
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<tr>
<td>PC-WS-Traffic LT FV 59</td>
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<td>PC-WS-Watch Com FV 79</td>
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<td>PC-WS-Det Fraud S. FV 43</td>
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<td>PC-WS-Det Fraud N. FV 44</td>
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<td>PC-WS-Det Sex Crime FV 45</td>
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<td>PC-WS-Det Prop N. FV 46</td>
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<tr>
<td>PC-WS-CSU Sgt FV 97</td>
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<td>PC-WS-CSU FV 49</td>
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<td>PC-WS-Opns Capt FV 3</td>
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<td>PC-WS-Sgt's Office FV 37</td>
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<td>PC-WS-Sgt's Office FV 35</td>
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<td>PC-WS-Det. Assist FV 62</td>
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<td>Printer-HP LaserJet 3765 Oprs. Secretary</td>
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<td>Printer-HP Laserjet M203 Lt's Office</td>
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<tr>
<td>Printer-HP LaserJet 3015 Property Room</td>
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<td>Printer-HP 452dn Training Sgl.</td>
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<td>Printer-HP LaserJet 1200 Traffic Sgt's Office</td>
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<td>Printer-4100N Detective's Secretary</td>
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<tr>
<td>Printer-HP 3015n CSU Office</td>
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<tr>
<td>Printer-HP 3015n Records</td>
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<tr>
<td><strong>Total Police (Asset Seizure)</strong></td>
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<table>
<thead>
<tr>
<th>Police</th>
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<tbody>
<tr>
<td>Monitor-Acer AL 1914 19° LCD Dispatch 1</td>
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<tr>
<td>Monitor-Acer AL 1914 19° LCD Dispatch 2</td>
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<tr>
<td>Monitor-Acer AL 1914 19° LCD Dispatch 3</td>
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<tr>
<td>PC-WS-Spillman</td>
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<tr>
<td>PC-WS-Dispatch 1 FV 101</td>
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<tr>
<td>PC-WS-Dispatch 1 FV 102</td>
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<td>PC-WS-Dispatch 1 FV 103</td>
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<td>PC-WS-C.O.P. FV 14</td>
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<td>PC-WS-Rpt Writing FV 89</td>
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<td>PC-WS-Dispatch Pos #3 FV 103b</td>
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<td>PC-WS-Det. SIU FV 66</td>
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<td>PC-WS-P&amp;T FV 12</td>
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<td>PC-WS-SIU Office FV 57</td>
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<td>PC-WS-CSO Det. Assist Desk FV 47</td>
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<td>PC-WS-Records FV 71</td>
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<td>PC-WS-Traffic Bureau FV 28</td>
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<td>PC-WS-Court Liaison FV 63</td>
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<td>PC-WS-Det Sgt FV 58</td>
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<td>PC-WS-Property Rm FV 34</td>
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<td>PC-WS-Traffic Bureau Sgt. FV 29</td>
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<td>PC-WS-Video Editing Workstation FV 52</td>
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<td>PC-WS-Tracker System</td>
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<td>PC-WS-SIU Office FV 51</td>
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### CURRENT YEAR CAPITAL REPLACEMENT SCHEDULE

**Fund 61: Information Processing**

<table>
<thead>
<tr>
<th>Project</th>
<th>2020-21</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laptop - Dell - Detective's (Property Rm.)</td>
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<tr>
<td>Laptop - Dell - SIU (Property Rm)</td>
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<tr>
<td>PC-WS TMC PD Traffic Video Pos # 1</td>
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<td>PC-WS TMC PD Traffic Video Pos # 2</td>
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</tr>
<tr>
<td>PC-WS EOC PD Traffic Video from TMC</td>
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<tr>
<td>Printer-HP 4550N Crime Lab</td>
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<tr>
<td>Printer-HP 3015n Dispatch</td>
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<td>Printer-HP477 MFP Traffic Bureau</td>
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<tr>
<td>MDT-Mobile Computer Getac F110</td>
<td>4,950</td>
</tr>
<tr>
<td>MDT-Mobile Computer Getac F110</td>
<td>4,950</td>
</tr>
<tr>
<td>MDT-Mobile Computer Getac F110</td>
<td>4,950</td>
</tr>
<tr>
<td>MDT-Mobile Computer Getac F110</td>
<td>4,950</td>
</tr>
<tr>
<td>MDT-Mobile Computer Getac F110</td>
<td>4,950</td>
</tr>
<tr>
<td>MDT-Mobile Computer Getac F110</td>
<td>4,950</td>
</tr>
<tr>
<td>MDT-Mobile Computer Getac F110</td>
<td>4,950</td>
</tr>
<tr>
<td>Total Police</td>
<td>185,232</td>
</tr>
<tr>
<td>Total Computers &amp; Printers</td>
<td>624,640</td>
</tr>
</tbody>
</table>

**Duplicating/Mail/Stores**

| Total Duplicating/Mail/Stores                | -       |
| Total Information Processing                 | 624,640 |
## CURRENT YEAR CAPITAL REPLACEMENT SCHEDULE

**Fund 62: Government Buildings**

<table>
<thead>
<tr>
<th>Project</th>
<th>2020-21</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>City Hall</strong></td>
<td></td>
</tr>
<tr>
<td>Automated Doors (3)</td>
<td>25,000</td>
</tr>
<tr>
<td><strong>Total City Hall</strong></td>
<td>25,000</td>
</tr>
<tr>
<td><strong>Senior/Community Center</strong></td>
<td></td>
</tr>
<tr>
<td>Carpet/Flooring - 1st Floor/Social Hall</td>
<td>47,000</td>
</tr>
<tr>
<td>Carpet/Flooring - 2nd Floo</td>
<td>23,500</td>
</tr>
<tr>
<td>Dance Floor</td>
<td>13,500</td>
</tr>
<tr>
<td>Painting (Interior)</td>
<td>25,000</td>
</tr>
<tr>
<td>Water Heater</td>
<td>5,000</td>
</tr>
<tr>
<td>Doors-Dividing</td>
<td>10,000</td>
</tr>
<tr>
<td><strong>Total Senior/Community Center</strong></td>
<td>124,000</td>
</tr>
<tr>
<td><strong>Fields/Field Restrooms</strong></td>
<td></td>
</tr>
<tr>
<td>Baseball Windscreens</td>
<td>3,000</td>
</tr>
<tr>
<td>Benches (5)</td>
<td>5,400</td>
</tr>
<tr>
<td>Doors, Roll Up</td>
<td>45,000</td>
</tr>
<tr>
<td>Field Restrooms Partitions</td>
<td>6,000</td>
</tr>
<tr>
<td>Roofs (4)</td>
<td>22,000</td>
</tr>
<tr>
<td><strong>Total Fields/Field Restrooms</strong></td>
<td>81,400</td>
</tr>
<tr>
<td><strong>Recreation Center</strong></td>
<td></td>
</tr>
<tr>
<td>Bleachers (Gym)</td>
<td>3,000</td>
</tr>
<tr>
<td><strong>Total Recreation Center</strong></td>
<td>3,000</td>
</tr>
<tr>
<td><strong>Tennis Center</strong></td>
<td></td>
</tr>
<tr>
<td>Roof</td>
<td>6,500</td>
</tr>
<tr>
<td><strong>Total Tennis Center</strong></td>
<td>6,500</td>
</tr>
<tr>
<td><strong>City Yard</strong></td>
<td></td>
</tr>
<tr>
<td>Doors/Rollup/Overhead</td>
<td>165,000</td>
</tr>
<tr>
<td><strong>Total City Yard</strong></td>
<td>165,000</td>
</tr>
<tr>
<td><strong>Fire Station #1</strong></td>
<td></td>
</tr>
<tr>
<td>Flooring</td>
<td>25,000</td>
</tr>
<tr>
<td>Paint (Interior)</td>
<td>17,000</td>
</tr>
<tr>
<td>Roof</td>
<td>235,000</td>
</tr>
<tr>
<td><strong>Total Fire Station #1</strong></td>
<td>277,000</td>
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<tr>
<td><strong>Fire Station #2</strong></td>
<td></td>
</tr>
<tr>
<td>Flooring</td>
<td>8,000</td>
</tr>
<tr>
<td>Doors, Overhead</td>
<td>26,500</td>
</tr>
<tr>
<td>Paint (Interior)</td>
<td>11,000</td>
</tr>
<tr>
<td><strong>Total Fire Station #2</strong></td>
<td>45,500</td>
</tr>
<tr>
<td><strong>Police Facility</strong></td>
<td></td>
</tr>
<tr>
<td>Painting (Interior)</td>
<td>6,389</td>
</tr>
<tr>
<td>Generator-Standby</td>
<td>110,000</td>
</tr>
<tr>
<td><strong>Total Police Facility</strong></td>
<td>116,389</td>
</tr>
<tr>
<td><strong>Total Government Buildings</strong></td>
<td>871,789</td>
</tr>
</tbody>
</table>
## CURRENT YEAR CAPITAL REPLACEMENT SCHEDULE

### Fund 63 Fleet Management

<table>
<thead>
<tr>
<th>Project</th>
<th>2020-21</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Fire Department</strong></td>
<td></td>
</tr>
<tr>
<td>Fire Management</td>
<td></td>
</tr>
<tr>
<td>Chevy Tahoe</td>
<td>66,000</td>
</tr>
<tr>
<td><strong>Total Fire Department</strong></td>
<td>66,000</td>
</tr>
<tr>
<td><strong>Police Department</strong></td>
<td></td>
</tr>
<tr>
<td>Police Management</td>
<td></td>
</tr>
<tr>
<td>Ford Explorer/Chevy Tahoe</td>
<td>40,000</td>
</tr>
<tr>
<td><strong>Patrol &amp; Enforcement</strong></td>
<td></td>
</tr>
<tr>
<td>Patrol &amp; Enforcement Annual Replacement</td>
<td></td>
</tr>
<tr>
<td>(4 Vehicles Annually $44,000 each)</td>
<td>176,000</td>
</tr>
<tr>
<td><strong>PD - Field Support - Motorcycles</strong></td>
<td></td>
</tr>
<tr>
<td>Honda</td>
<td>29,500</td>
</tr>
<tr>
<td><strong>Total Police Department</strong></td>
<td>245,500</td>
</tr>
<tr>
<td><strong>Public Works</strong></td>
<td></td>
</tr>
<tr>
<td>Fleet/Government Buildings</td>
<td></td>
</tr>
<tr>
<td>Hydraulic Lift Trailer</td>
<td>21,000</td>
</tr>
<tr>
<td><strong>Total Fleet/Government Buildings</strong></td>
<td>21,000</td>
</tr>
<tr>
<td><strong>Concrete Maintenance</strong></td>
<td></td>
</tr>
<tr>
<td>Street Management</td>
<td></td>
</tr>
<tr>
<td>Concrete Maintenance</td>
<td></td>
</tr>
<tr>
<td>Ford 350 Flatbed, W/lift Gate</td>
<td>65,000</td>
</tr>
<tr>
<td><strong>Total Concrete Maintenance</strong></td>
<td>65,000</td>
</tr>
<tr>
<td><strong>Pavement/Asphalt Maintenance</strong></td>
<td></td>
</tr>
<tr>
<td>Freightliner Heater Patch Truck Diesel</td>
<td>150,000</td>
</tr>
<tr>
<td>Triple L Trailer</td>
<td>15,000</td>
</tr>
<tr>
<td><strong>Total Pavement/Asphalt Maintenance</strong></td>
<td>165,000</td>
</tr>
<tr>
<td><strong>Streets/Traffic/Graffiti</strong></td>
<td></td>
</tr>
<tr>
<td>Ford F-450 Crew Cab</td>
<td>56,000</td>
</tr>
<tr>
<td><strong>Total Streets/Traffic/Graffiti</strong></td>
<td>56,000</td>
</tr>
<tr>
<td><strong>Trees/Public R-O-W</strong></td>
<td></td>
</tr>
<tr>
<td>Bean Sprayer</td>
<td>15,000</td>
</tr>
<tr>
<td><strong>Total Trees/Public R-O-W</strong></td>
<td>15,000</td>
</tr>
<tr>
<td><strong>Recreation Center</strong></td>
<td></td>
</tr>
<tr>
<td>Tilt Trailer for Small Equipment</td>
<td>9,000</td>
</tr>
<tr>
<td>Dosko Root Cutter</td>
<td>10,000</td>
</tr>
<tr>
<td><strong>Total Recreation Center Management</strong></td>
<td>19,000</td>
</tr>
<tr>
<td><strong>Utilities</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Water Management</strong></td>
<td></td>
</tr>
<tr>
<td>Peterbuilt 2-Axle Dump-Diesel</td>
<td>150,000</td>
</tr>
<tr>
<td>Ford F350 1-ton Flatbed WA</td>
<td>44,000</td>
</tr>
<tr>
<td>Ford Ranger XL SuperCab w/Arrow Board</td>
<td>33,000</td>
</tr>
<tr>
<td><strong>Total Water Management</strong></td>
<td>227,000</td>
</tr>
<tr>
<td><strong>Wastewater Management</strong></td>
<td></td>
</tr>
<tr>
<td>Peterbuilt, 10-Wheel</td>
<td>180,000</td>
</tr>
<tr>
<td><strong>Total Wastewater Management</strong></td>
<td>180,000</td>
</tr>
<tr>
<td><strong>Total Utilities</strong></td>
<td>407,000</td>
</tr>
<tr>
<td><strong>Total Public Works</strong></td>
<td>341,000</td>
</tr>
<tr>
<td><strong>Total All Fleet</strong></td>
<td>1,053,500</td>
</tr>
</tbody>
</table>

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## CURRENT YEAR CAPITAL REPLACEMENT SCHEDULE

### Fund 64: Equipment

<table>
<thead>
<tr>
<th>Project</th>
<th>2020-21</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Hall</td>
<td></td>
</tr>
<tr>
<td>Council Sound System</td>
<td>2,100</td>
</tr>
<tr>
<td>Wireless Microphone (Council)</td>
<td>700</td>
</tr>
<tr>
<td>Furniture</td>
<td></td>
</tr>
<tr>
<td>Furniture / Lobby (City Hall)</td>
<td>2,500</td>
</tr>
<tr>
<td>Furniture / Lobby (Inner Council)</td>
<td>2,500</td>
</tr>
<tr>
<td>Furniture / Lobby (Outer Council)</td>
<td>2,500</td>
</tr>
<tr>
<td>Furniture - Dept Managers</td>
<td>6,000</td>
</tr>
<tr>
<td>Chairs - Managers (39)</td>
<td>1,000</td>
</tr>
<tr>
<td>Furniture - Council</td>
<td>36,000</td>
</tr>
<tr>
<td>Furnishings - Smll Conference Rooms (3)</td>
<td>4,000</td>
</tr>
<tr>
<td>Chairs - Staff</td>
<td>1,700</td>
</tr>
<tr>
<td><strong>Total City Hall</strong></td>
<td><strong>55,000</strong></td>
</tr>
<tr>
<td>Police</td>
<td></td>
</tr>
<tr>
<td>Teletrac Units /GPS</td>
<td>2,600</td>
</tr>
<tr>
<td>Ballistic Vests</td>
<td>4,500</td>
</tr>
<tr>
<td>S.W.A.T. Vests</td>
<td>4,400</td>
</tr>
<tr>
<td>Firearms</td>
<td>1,000</td>
</tr>
<tr>
<td>Furniture</td>
<td></td>
</tr>
<tr>
<td>Furnishings</td>
<td>10,000</td>
</tr>
<tr>
<td>Chairs - Staff (27)</td>
<td>1,000</td>
</tr>
<tr>
<td>Chairs - Managers (30)</td>
<td>1,000</td>
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<tr>
<td>Furniture / Lobby (3)</td>
<td>1,050</td>
</tr>
<tr>
<td>Workstations</td>
<td></td>
</tr>
<tr>
<td><strong>Total Police</strong></td>
<td><strong>26,150</strong></td>
</tr>
<tr>
<td>Suppression</td>
<td></td>
</tr>
<tr>
<td>Bendix King (Bk) Radios (20)</td>
<td>39,000</td>
</tr>
<tr>
<td>Fire Hose (Front Line)</td>
<td>4,350</td>
</tr>
<tr>
<td>Rescue Saws (3)</td>
<td>3,550</td>
</tr>
<tr>
<td>Scott Breathing App / Bottles (26)(8)</td>
<td>6,500</td>
</tr>
<tr>
<td>Holmaltr Extraction System (2)</td>
<td>52,000</td>
</tr>
<tr>
<td>SCBA Harnesses (25)</td>
<td>108,030</td>
</tr>
<tr>
<td>SCBA Harnesses (4 OES/1 Chief)</td>
<td>22,500</td>
</tr>
<tr>
<td>SCBA Air Filling Station</td>
<td>42,000</td>
</tr>
<tr>
<td>Turn-Out Gear (2,750 per set x 5)</td>
<td>13,750</td>
</tr>
<tr>
<td><strong>Total Suppression</strong></td>
<td><strong>291,480</strong></td>
</tr>
<tr>
<td>Fire Station # 1</td>
<td></td>
</tr>
<tr>
<td>Furnishings</td>
<td>6,000</td>
</tr>
<tr>
<td>Appliances</td>
<td>2,550</td>
</tr>
<tr>
<td><strong>Total Fire Station # 1</strong></td>
<td><strong>8,550</strong></td>
</tr>
<tr>
<td>Fire Station # 2</td>
<td></td>
</tr>
<tr>
<td>Furnishings</td>
<td>3,000</td>
</tr>
<tr>
<td>Appliances</td>
<td>2,400</td>
</tr>
<tr>
<td><strong>Total Fire Station # 2</strong></td>
<td><strong>5,400</strong></td>
</tr>
<tr>
<td><strong>Total Fire</strong></td>
<td><strong>305,430</strong></td>
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<tr>
<td>Public Works-Field Services</td>
<td></td>
</tr>
<tr>
<td>Field Services</td>
<td></td>
</tr>
<tr>
<td>Furnishings</td>
<td>3,000</td>
</tr>
<tr>
<td>Power Tools-Facilities</td>
<td>2,500</td>
</tr>
<tr>
<td><strong>Total Field Services</strong></td>
<td><strong>5,500</strong></td>
</tr>
<tr>
<td>Rec Center Maintenance</td>
<td></td>
</tr>
<tr>
<td>Remote Control-Irrigation (3)</td>
<td>2,900</td>
</tr>
</tbody>
</table>
## CURRENT YEAR CAPITAL REPLACEMENT SCHEDULE

### Fund 64: Equipment

#### Project

<table>
<thead>
<tr>
<th>Item</th>
<th>2020-21</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roto tiller (1)</td>
<td>2,400</td>
</tr>
<tr>
<td>Chain Saws -020-7 (4 Rec. 2 Civ. 1 ROW)</td>
<td>1,600</td>
</tr>
<tr>
<td><strong>Total Rec Center Maintenance</strong></td>
<td><strong>6,900</strong></td>
</tr>
</tbody>
</table>

#### Sewer Maintenance

<table>
<thead>
<tr>
<th>Item</th>
<th>2020-21</th>
</tr>
</thead>
<tbody>
<tr>
<td>Atmosphere Monitor</td>
<td>3,000</td>
</tr>
<tr>
<td>Blowers</td>
<td>1,000</td>
</tr>
<tr>
<td>Generator</td>
<td>3,000</td>
</tr>
<tr>
<td>Tri-Pod Winch</td>
<td>6,000</td>
</tr>
<tr>
<td><strong>Total Sewer Maintenance</strong></td>
<td><strong>12,000</strong></td>
</tr>
</tbody>
</table>

#### Fleet Operations

<table>
<thead>
<tr>
<th>Item</th>
<th>2020-21</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oil Lube Pump Transfer</td>
<td>2,500</td>
</tr>
<tr>
<td>Oil Lube Product Pump</td>
<td>2,200</td>
</tr>
<tr>
<td>36&quot; Box Brake</td>
<td>3,500</td>
</tr>
<tr>
<td>Small Equipment Lift</td>
<td>1,500</td>
</tr>
<tr>
<td>Large Parts Washer</td>
<td>6,000</td>
</tr>
<tr>
<td><strong>Total Fleet Operations</strong></td>
<td><strong>15,700</strong></td>
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</tbody>
</table>

#### Water

<table>
<thead>
<tr>
<th>Item</th>
<th>2020-21</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blower (electric) 3 HP (3)</td>
<td>400</td>
</tr>
<tr>
<td>3&quot; Dbl. Diaphragm Pump (multiquip)</td>
<td>3,000</td>
</tr>
<tr>
<td>4&quot; Trash Pump</td>
<td>3,900</td>
</tr>
<tr>
<td>Air Compressor - Hill Bros, &amp; Co.</td>
<td>3,900</td>
</tr>
<tr>
<td>Borescope - Expanded Optics 11</td>
<td>4,500</td>
</tr>
<tr>
<td>Generator - Honda (standby Fes #2)</td>
<td>5,250</td>
</tr>
<tr>
<td>Hydraulic Shoring (Singlejacks)</td>
<td>10,000</td>
</tr>
<tr>
<td><strong>Total Water</strong></td>
<td><strong>30,950</strong></td>
</tr>
</tbody>
</table>

#### Recreation & Community Services

##### Recreation Center

<table>
<thead>
<tr>
<th>Item</th>
<th>2020-21</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ice Maker</td>
<td>3,000</td>
</tr>
<tr>
<td>Staff Chairs</td>
<td>500</td>
</tr>
<tr>
<td>Hydraulic Lift</td>
<td>16,000</td>
</tr>
<tr>
<td>Backpack Blowers (2)</td>
<td>1,000</td>
</tr>
<tr>
<td>String Trimmers (2)</td>
<td>1,000</td>
</tr>
<tr>
<td>Score Board Receiver &amp; Encloser-(6) BB/SB Field</td>
<td>3,090</td>
</tr>
<tr>
<td>Goal Posts</td>
<td>3,000</td>
</tr>
<tr>
<td>Rear Projection Screen (Movie's in the Park)</td>
<td>1,550</td>
</tr>
<tr>
<td>Storage Freezer-3 Door React In</td>
<td>5,100</td>
</tr>
<tr>
<td>Refrigerator-3 Door</td>
<td>4,000</td>
</tr>
<tr>
<td>Furnishings</td>
<td>1,500</td>
</tr>
<tr>
<td>Refrigerator</td>
<td>2,500</td>
</tr>
<tr>
<td>Tables/Chairs</td>
<td>10,000</td>
</tr>
<tr>
<td>Piano</td>
<td>5,000</td>
</tr>
<tr>
<td><strong>Total Recreation Center</strong></td>
<td><strong>57,240</strong></td>
</tr>
</tbody>
</table>

##### Senior Center

<table>
<thead>
<tr>
<th>Item</th>
<th>2020-21</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Chairs</td>
<td>500</td>
</tr>
<tr>
<td>Bar Stools (Senior Center) (20)</td>
<td>2,600</td>
</tr>
<tr>
<td>Card Tables (Senior Center) (28)</td>
<td>2,750</td>
</tr>
<tr>
<td>Tables/Chairs</td>
<td>7,000</td>
</tr>
<tr>
<td>Furniture Misc.</td>
<td>3,000</td>
</tr>
<tr>
<td>Weight Machine, Chest Press, LF</td>
<td>2,400</td>
</tr>
<tr>
<td>Weight Machine, Chest Press, LF</td>
<td>2,400</td>
</tr>
<tr>
<td>Weight Machine, Multi Station, LF</td>
<td>4,200</td>
</tr>
<tr>
<td>Weight Machine, Pullover</td>
<td>1,800</td>
</tr>
<tr>
<td>Refrigerator, 20 cu ft Frigidaire</td>
<td>1,100</td>
</tr>
</tbody>
</table>
## CURRENT YEAR CAPITAL REPLACEMENT SCHEDULE

**Fund 64: Equipment**

<table>
<thead>
<tr>
<th>Project</th>
<th>2020-21</th>
</tr>
</thead>
<tbody>
<tr>
<td>Microwave, Commercial, Panasonic</td>
<td>500</td>
</tr>
<tr>
<td>Steam Table, 4 Hole</td>
<td>2,304</td>
</tr>
<tr>
<td>Table, Food Prep, SS, 6-8'</td>
<td>2,250</td>
</tr>
<tr>
<td>Table, Food Prep, SS, 12-15'</td>
<td>5,600</td>
</tr>
<tr>
<td>Piano</td>
<td>7,000</td>
</tr>
<tr>
<td>Stage, Portable</td>
<td>2,000</td>
</tr>
<tr>
<td>Projection Screen, 12' Auditorium</td>
<td>1,500</td>
</tr>
<tr>
<td>Projection Screen, 10' Lecture Room</td>
<td>1,000</td>
</tr>
<tr>
<td>Bingo Equipment</td>
<td>10,000</td>
</tr>
<tr>
<td><strong>Total Senior Center</strong></td>
<td><strong>56,704</strong></td>
</tr>
<tr>
<td><strong>Total Recreation &amp; Community Services</strong></td>
<td><strong>116,944</strong></td>
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<tr>
<td><strong>Total Equipment</strong></td>
<td><strong>576,574</strong></td>
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# BUDGET SUPPLEMENTS & MODIFICATIONS

<table>
<thead>
<tr>
<th>Program/Department</th>
<th>19/20 Adopted Budget</th>
<th>2021 Approved Amount Requested</th>
<th>Approved Declined</th>
<th>Approved Total</th>
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<td>4417 Service Contracts</td>
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### BUDGET SUPPLEMENTS & MODIFICATIONS

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<th>Program/Department</th>
<th>19/20 Adopted Budget</th>
<th>20/21 Amount Requested</th>
<th>Approved Declined</th>
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<th>Declined Total</th>
<th>Description</th>
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<td>-</td>
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<td>33,000</td>
<td>Ford Ranger</td>
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<td>Refuse</td>
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<td>482,273</td>
<td>4417 Service Details</td>
<td>CPI Increase recovered through revenues.</td>
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<td>Approved</td>
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<td>9,775,359</td>
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<td>290,063</td>
<td>Various</td>
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#### Fire Department

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<th>20/21 Amount Requested</th>
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<th>Approved Total</th>
<th>Declined Total</th>
<th>Description</th>
<th>Notes</th>
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<td>Fleet Reorganization</td>
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<td>Division Chief Reclassification</td>
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<td>Division Chief</td>
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<td>11.51620</td>
<td>Fire Suppression</td>
<td>371,515</td>
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<td>Metro Net annual billing decrease.</td>
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<td>3,500</td>
<td>4427 MDC Internet Access</td>
<td>Data plans for cardio monitors/fire prevention tablets/emergency response vehicles.</td>
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<td>Fire Suppression</td>
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<td>4527 1st Aid/Paramedic Supplies</td>
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#### Police Department

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<th>Description</th>
<th>Notes</th>
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<td>61.51 SUPP</td>
<td>Information Services</td>
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<td>Approved</td>
<td>19,000</td>
<td>Spillman GIS</td>
<td>Activation &amp; Deployment. Annual service contract of $12,000 in years two to four. Year one cost to equip. Total five year cost of program is $1,278,942</td>
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MINUTES OF THE
CITY COUNCIL/ SUCCESSOR AGENCY TO THE FOUNTAIN VALLEY AGENCY
FOR COMMUNITY DEVELOPMENT/ FOUNTAIN VALLEY HOUSING AUTHORITY
Closed Session 5:30 p.m.
Regular Meeting 6:00 p.m.
Tuesday, April 21, 2020
Council Chambers

CLOSED SESSION

CALL TO ORDER
5:30 p.m.

PUBLIC COMMENTS
(Closed Session matters only)

1. CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Government Code §54957.6.
Agency Designated Representatives: City Manager, Rob Houston; Assistant to the City Manager, Maggie Le, Budget Analyst, David Farone; Human Resources Director, Chelsea Phebus, Attorney for the City, Colin Burns. Employee Organizations: Police Officers' Association (POA), Police Officers' Management Unit (POMU), Fire Association (FVFA), Fountain Valley Municipal Employees Association (Field Services unit), Fountain Valley General Employees Association (FVGEOA) and Fountain Valley Professional and Technical Employees (P&T), Individually Represented Battalion Chiefs
No reportable action

2. THREAT TO PUBLIC SERVICES OR FACILITIES
Consultation with: City Manager, Budget Analyst

No Reportable Action

OPEN SESSION

CALL TO ORDER
6:09 p.m.

INVOCATION
Council Member Steve Nagel

SALUTE TO THE FLAG
Council Member Patrick Harper

CITY COUNCIL/SUCCESSOR AGENCY/ HOUSING AUTHORITY/ ROLL CALL

Council Members Present: Constantine, Harper, Nagel, Mayor Pro Tem/Vice Chair Vo, Mayor/Chair Brothers
Council Members Absent: None
ANNOUNCEMENT OF SUPPLEMENTAL COMMUNICATIONS

None

PUBLIC COMMENTS (Scheduled Matters Only)

None

CONSENT CALENDAR
Consent Calendar Items 3 – 5 were approved simultaneously with one motion, unless separate action/or discussion is requested.

3. Receive and File the Draft Minutes of the April 7, 2020 Regular City Council Meeting

ACTION: Move to approve the Draft Minutes of the April 7, 2020 Regular City Council Meeting

MOTION: Vo SECOND: Harper

AYES: Constantine, Harper, Nagel, Vo, Brothers
NOES: None
ABSENT: None
ABSTAIN: None

4. Approve COVID-19 Temporary Emergency RV Parking

ACTION: Move to approve COVID-19 Temporary Emergency RV Parking

MOTION: Vo SECOND: Harper

AYES: Constantine, Harper, Nagel, Vo, Brothers
NOES: None
ABSENT: None
ABSTAIN: None

5. Receive and File the Strategic Plan Update

ACTION: Move to Receive and File the Strategic Plan Update

MOTION: Vo SECOND: Harper

AYES: Constantine, Harper, Nagel, Vo, Brothers
NOES: None
ABSENT: None
ABSTAIN: None
ADMINISTRATIVE ITEMS

6. COVID-19 Emergency Small Business Employee Retention Grant Program and Budget Amendment to the Fiscal Year 19/20 CDBG Budget

ACTION: Move to Approve the COVID-19 Emergency Small Business Employee Retention Grant Program and Budget Amendment to the Fiscal Year 19/20 CDBG Budget

MOTION: Nagel SECOND: Vo

AYES: Constantine, Harper, Nagel, Vo, Brothers
NOES: None
ABSENT: None
ABSTAIN: None

COUNCIL MEMBER ITEMS FOR FUTURE CONSIDERATION
None

CITY COUNCIL/SUCCESSION AGENCY/HOUSING AUTHORITY/PUBLIC COMMENTS
(Unscheduled Matters Only)
None

CITY COUNCIL/SUCCESSION AGENCY/HOUSING AUTHORITY AB 1234/GENERAL COMMENTS

Council Member Constantine
No reported actions

Council Member Nagel
April 13 Attended a Zoom meeting for OCCOG
April 15 Attended a Zoom meeting for the Orange County Division of the League of California Cities

Council Member Harper
April 16 Attended a Zoom meeting for the Fountain Valley Community Foundation

Mayor Pro Tem Vo
Thanked the Fountain Valley Rotary Club for their efforts in donating face masks.

Mayor Brothers
Mayor Brothers reminded everyone that if they are able to donate, donating to help non-profits is a very worthwhile cause
Mayor Brothers also reminded everyone to keep up with the social distancing

**ADJOURN THE MEETING OF THE CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY**

Mayor Brothers adjourned the meeting at 6:31 pm to the next Regular Meeting of the Fountain Valley City Council on May 12, 2020 at 6:00 p.m., in the Fountain Valley Council Chambers, 10200 Slater Avenue, Fountain Valley.

________________________
Cheryl Brothers, Mayor

Attest:

________________________
Rick Miller, City Clerk
CITY OF FOUNTAIN VALLEY
CITY COUNCIL
COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: May 12, 2020

SUBJECT: HOME IMPROVEMENT PROGRAM POLICY AMENDMENT

EXECUTIVE SUMMARY:

For over 30 years, the City of Fountain Valley has implemented a home improvement program to assist eligible low-income households in making needed repairs to their homes. The design and implementation of the Home Improvement Program (HIP) is based on the City's Home Improvement Program Policy, which establishes eligibility criteria, improvement priorities, program guidelines and funding limits.

Due to COVID-19 restrictions, the City's HIP has not been able to operate as usual because of the need for self-isolation and social distancing that does not allow applicants, staff, contractors, etc. to interact, and conduct business and interior improvements/repairs in the manner required to complete the projects. As a result, the funds earmarked for the HIP will likely go unspent.

In an effort to continue to provide much needed services to low-income households, and remain in compliance with governmental restrictions due to COVID-19, staff is proposing a new, temporary grant for low-income households that covers termite repair and treatment, and exterior paint. The Home Exterior Grant (HEG) can be implemented without face-to-face interaction and will not require any interior inspections.

The HEG will have the following requirements:

1) Grant covers termite repair, termite treatment and exterior paint.

2) Maximum grant amount is $10,000.

3) Applicants will meet the current Home Improvement Program criteria to qualify.

4) Approval will not impact future Home Improvement Program applications.

5) Grant will terminate at Planning Director's discretion when it is determined the need no longer exists.
DISCUSSION:

For over 30 years, the City of Fountain Valley has implemented a home improvement program to assist eligible low-income households in making needed repairs to their homes. Under the HIP, eligible low-income households can qualify to receive financial assistance in the form of grants, rebates and low-interest loans. The assistance is only available to households earning 80% or less of the County median income adjusted for family size.

The coronavirus pandemic has had a significant impact on the home improvement program, which will most likely continue over the next several years. Many grant applicants are considered high-risk because they are over 65 years old and/or have underlying health conditions. Most of the target applicants are avoiding physical interaction with non-members of their households to avoid potential contact with the virus. Once social distancing restrictions are eased, these populations may continue to exercise caution on how they are conducting business and may not allow staff, contractors, etc., into their homes to avoid the risk of possible exposure to the virus.

In order to continue to provide grants to qualified homeowners, staff is proposing a new HEG that can be completed without interior inspections and with little, to no, face-to-face contact. This grant will allow qualified homeowners to participate in the HIP while remaining in compliance with social distancing requirements. As proposed, the HEG may be used one-time only and will not affect any future applications for HIP funding.

The maximum grant amount will be $10,000 and can be used for termite damage repair, termite treatment, and exterior house painting. The current HIP qualifications will be used to approve applicants for the HEG.

CDBG funds are the sole source of financing for the HIP program. The HEG will be included in the funding that is allocated to the HIP and will not need any additional funding. It is anticipated that the HEG will encourage more eligible households to apply for the program because they will get valuable repairs completed on their property while maintaining social distancing.

The HEG will be available until the Planning Director determines that it is no longer a necessary part of the HIP.

The addition of the HEG is not a substantial amendment to the HIP therefore the amendment is not required to be reviewed by the Housing and Community Development Advisory Board prior to City Council approval.

FINANCIAL ANALYSIS:
No additional budget necessary. Current budget has sufficient funding to implement the amended policy.

ATTORNEY REVIEW:

City Attorney review is not required for this action.

PUBLIC NOTIFICATION:

Public noticing is not required for this amendment.

ALTERNATIVES:

Alternative No. 1: Approve the amended Home Improvement Program Policy to reflect the addition of the Home Exterior Grant.

Alternative No. 2: Develop alternative modifications to the Home Improvement Program Policy and provide direction for staff to return with appropriate documentation at the next regularly scheduled City Council meeting.

Alternative No. 3: Continue this request for additional information.

RECOMMENDATION:

Staff is recommending that the City Council approve Alternative 1: Approve the amended Home Improvement Program Policy to reflect the addition of the Home Exterior Grant.

Prepared by: Ashlyn Newman, Housing Coordinator
Approved by: Brian James, Planning and Building Director
Fiscal Review by: Jennifer Lampman, Finance Director
Approved by: Rob Houston, City Manager

Attachment 1: Amended 2020 Home Improvement Program City Council Policy
CITY OF FOUNTAIN VALLEY

2020
HOME IMPROVEMENT PROGRAM
CITY COUNCIL POLICY

Approved May 12, 2020
City of Fountain Valley Home Improvement Program Policy

I. BACKGROUND

For over 30 years, the City of Fountain Valley has designated a significant portion of its housing and community development resources to the goal of preserving and enhancing the City's existing housing stock. In support of this goal, the City has offered home improvement grants, rebates and low-interest loans to eligible households under its Home Improvement Program.

In implementing the Home Improvement Program in the past, the City of Fountain Valley utilized various federal, state and local funding sources. Currently, funding for this program is provided solely by Community Development Block Grant (CDBG) funds made available by the United States Department of Housing and Urban Development (HUD).

The City Council Policy governing the City’s Home Improvement Program has been amended several times since its inception, however the program options have remained essentially unchanged. This amendment is in response to the COVID-19 pandemic and adds a Home Exterior Grant that can be utilized without interior inspections or face-to-face interaction, and complies with social distancing requirements. This updated policy replaces all previously existing Home Improvement Program policies.

II. PROGRAM OBJECTIVES

As part of its ongoing housing and community development efforts, the City of Fountain Valley has established a Home Improvement Program. The goals and objectives of this program are to:

A. Preserve and enhance the City's existing housing stock; and
B. Provide decent housing and a suitable living environment for persons and families of low- and moderate-incomes.

III. HOME IMPROVEMENT PROGRAMS

A. Single-Family Home Improvement Programs

The City of Fountain Valley will offer a variety of home improvement financing programs (e.g. grants, rebates and low-interest loans) designed to assist low-income homeowners with the means to make necessary improvements to their homes. Eligible homeowners may initially utilize assistance under any two of the three primary programs (grants, rebates and low-interest loans) with the exception of the Disability Modification Grant (DMG). The DMG will be approved one-time only in combination with any of the programs offered or as a standalone grant. Repeat assistance will be allowed for rebates and loans once every seven years, however, the balance of all outstanding loans may not exceed $50,000. Grants are available on a one-time basis only, except for emergency grants, which may be utilized as often as needed if the homeowner has already exhausted all other forms of eligible assistance. Participation in the City's Single-Family Home Improvement Programs is also subject to the additional requirements described in Sections IV through VII of this policy.
1. **Grant Program**
   - **Target Income Group:** ≤80% of area median income adjusted for household size
   - **Maximum Amount:** $14,000
   - **Project Location:** Citywide
   - **Security:** None
   - **Loan Rate and Term:** N/A
   - **Repayment Schedule:** N/A
   - **Fees:** None
   - **Credit Rating:** No requirement
   - **Availability:** One time only per household per address
   - **Special Requirements:** None

2. **Lead Hazard Reduction Grant Program**
   - **Target Income Group:** ≤80% of area median income adjusted for household size
   - **Maximum Amount:** $7,500
   - **Project Location:** Citywide
   - **Security:** None
   - **Loan Rate and Term:** N/A
   - **Repayment Schedule:** N/A
   - **Fees:** None
   - **Credit Rating:** No requirement
   - **Availability:** Receipt of recurring assistance under this program is subject to participant’s eligibility to receive assistance under the City of Fountain Valley Home Improvement Program.
   - **Special Requirements:** None

3. **Disability Modification Grant Program**
   - **Target Income Group:** ≤80% of area median income adjusted for household size
   - **Maximum Amount:** $5,000
   - **Project Location:** Citywide
   - **Security:** None
   - **Loan Rate and Term:** N/A
   - **Repayment Schedule:** N/A
   - **Fees:** None
   - **Credit Rating:** No requirement
   - **Availability:** One time only per household per address
   - **Special Requirements:** Funds used to aid residents with ADA-compliant improvements as approved by HCD staff.
4. **Emergency Grant Program**

   **Target Income Group:** ≤80% of area median income adjusted for household size
   
   **Maximum Amount:** $4,000
   
   **Project Location:** Citywide
   
   **Security:** None
   
   **Loan Rate and Term:** N/A
   
   **Repayment Schedule:** N/A
   
   **Fees:** None
   
   **Credit Rating:** No requirement
   
   **Availability:** Unlimited per special requirements
   
   **Special Requirements:** May only be used to address existing zoning/building code violations, structural conditions that require immediate attention to prevent future damage to the property, and/or conditions that threaten the health and safety of the unit’s occupants after homeowner has exhausted all other available forms of eligible assistance.

5. **Rebate Program**

   **Target Income Group:** ≤80% of area median income adjusted for household size
   
   **Maximum Rebate:** $7,500 (calculated at 50% of total project cost)
   
   **Project Location:** Citywide
   
   **Security:** None
   
   **Loan Rate and Term:** N/A
   
   **Repayment Schedule:** N/A
   
   **Fees:** None
   
   **Credit Rating:** No requirement
   
   **Availability:** Once every seven years
   
   **Special Requirements:** None

6. **Low-Interest Loan Program**
   
a. **Low-Interest Deferred Payment Loans**

   **Target Income Group:** ≤80% of area median income adjusted for household size
   
   **Maximum Loan:** $50,000
   
   **Project Location:** Citywide
   
   **Security:** Recorded Trust Deed / Promissory Note
   
   **Loan Rate and Term:** 0% to 80% of MFI: 3% / 25 years

   **Note:** An interest rate of ten percent (10%) will apply to the entire loan principal if the subject property is sold/transfered within twelve (12) months of loan origination.
City of Fountain Valley Home Improvement Program Policy

Repayment Schedule: Flexible

Fees: 100% of fees (assessed at underwriter's cost) to be paid by borrower. (Loan fees may be wrapped into loan). Reconveyance charge of $150 is due at payoff.

Availability: Once every seven years, however, the principal balance of all outstanding Home Improvement Program loans may not exceed $60,000.

Special Requirements: Home Improvement Program loans must be recorded in second position or higher except where homeowner has an outstanding City of Fountain Valley First-Time Homebuyer (FTHB) Program loan.

Credit Rating: Applicants must have minimum credit score rating of fair credit (600 or greater) to qualify for the program.

Equity: The total indebtedness of all recorded liens, including the City's Home Improvement Program loan, may not exceed ninety-five percent (95%) of the fair market value of the home after rehabilitation.

b. Low-Interest Payment Loans

Target Income Group: ≤80% of AMI adjusted for household size

Maximum Loan: $50,000.

Project Location: Citywide

Security: Recorded Trust Deed / Promissory Note

Loan Rate and Term: 0%-80% of MFI: 3% / 81%-120% of MFI: 3%

- $3,500 - $5,999 - 5 years
- $6,000 - $14,999 - 10 years
- $15,000 - $24,999 - 15 years
- $25,000 - $34,999 - 20 years
- $35,000 - $50,000 - 25 years

Note: An interest rate of ten percent (10%) will apply to the entire loan principal if the subject property is sold/transfered within twelve (12) months of loan origination.

Repayment Schedule: Monthly payments / straight amortization

Fees: 100% of fees (assessed at underwriter's cost) to be paid by borrower. (Loan fees may be wrapped into loan). Reconveyance charge of $150 is due at payoff.

Availability: Once every seven years, however, the principal balance of all outstanding Home Improvement Program loans may not exceed $60,000.

Special Requirements: Home Improvement Program loans must be
City of Fountain Valley Home Improvement Program Policy

Credit Rating:
recorded in second position or higher except where homeowner has an outstanding City of Fountain Valley First-Time Homebuyer (FTHB) Program loan. Applicants must have minimum credit score rating of fair credit (600 or greater) to qualify for the program.

Equity:
The total indebtedness of all recorded liens, including the City’s Home Improvement Program loan, may not exceed ninety-five percent (95%) of the fair market value of the home after rehabilitation.

B. Mobile Home Improvement Programs

The City of Fountain Valley will offer grants and rebates to eligible low-income mobile home owners as needed to make necessary improvements to their mobile homes. Eligible mobile home owners may utilize assistance under any of the two primary programs (grants and rebates) with the exception of the Disability Modification Grant (DMG). The DMG will be approved one-time only in combination with any of the programs offered or as a standalone grant. Repeat assistance will be allowed for rebates once every seven years. Grants are available on a one-time basis only, except for emergency grants, which may be utilized as often as needed if the homeowner has already exhausted all other forms of eligible assistance. Participation in the City's Mobile Home Improvement Programs is also subject to the additional requirements described in Sections IV through VII of this policy.

1. Grant Program

Target Income Group: ≤80% of area median income adjusted for household size

Maximum Amount: $11,000 ($13,500 if roof replacement is necessary)

Project Location: Citywide

Security: None

Loan Rate and Term: N/A

Repayment Schedule: N/A

Fees: None

Credit Rating: No requirement

Availability: One time only per household per address

Special Requirements: None

2. Lead Hazard Reduction Grant Program

Target Income Group: ≤80% of area median income adjusted for household size

Maximum Amount: $5,000

Project Location: Citywide

Security: None

Loan Rate and Term: N/A

Repayment Schedule: N/A
City of Fountain Valley Home Improvement Program Policy

Fees: None
Credit Rating: No requirement
Availability: Receipt of recurring assistance under this program is subject to participant’s eligibility to receive assistance under the City of Fountain Valley Home Improvement Program.

Special Requirements: None

3. Disability Modification Grant Program

Target Income Group: ≤80% of area median income adjusted for household size
Maximum Amount: $5,000
Project Location: Citywide
Security: None
Loan Rate and Term: N/A
Repayment Schedule: N/A
Fees: None
Credit Rating: No requirement
Availability: One time only per household per address
Special Requirements: Funds used to aid residents with ADA-compliant improvements as approved by HCD staff.

4. Emergency Grant Program

Target Income Group: ≤80% of area median income adjusted for household size
Maximum Amount: $4,000
Project Location: Citywide
Security: None
Loan Rate and Term: N/A
Repayment Schedule: N/A
Fees: None
Credit Rating: No requirement
Availability: Unlimited per special requirements
Special Requirements: May only be used to address existing zoning/building code violations and/or conditions that threaten the health and safety of the unit’s occupants after homeowner has exhausted all other available forms of eligible assistance.

5. Rebate Program

Target Income Group: ≤80% of area median income adjusted for household size
Maximum Rebate: $5,000 (calculated at 50% of total project cost)
Project Location: Citywide
City of Fountain Valley Home Improvement Program Policy

Security: None
Loan Rate and Term: N/A
Repayment Schedule: N/A
Fees: None
Credit Rating: No requirement
Availability: Once every seven years
Special Requirements: None

C. Home Exterior Grant (Temporary during period of COVID-19 restrictions)

Target Income Group: ≤80% of area median income adjusted for household size
Maximum Amount: $10,000
Project Location: Citywide, single-family homes and mobile homes
Security: None
Loan Rate and Term: N/A
Repayment Schedule: N/A
Fees: None
Credit Rating: No requirement
Availability: One time only per household per address
Special Requirements: May only be used for exterior repairs such as termite repair, termite treatment and exterior paint.

IV. ELIGIBILITY CRITERIA

A. Homeowner Eligibility Requirements

1. Income

Gross annual household income may not exceed 80% of the Orange County median income adjusted for family size as provided by the U.S. Department of Housing and Urban Development (HUD). All members of the household must be included in the family size and income determination. The household includes all persons occupying a housing unit, which includes related and unrelated people such as lodgers who share the housing unit. Specific maximum household annual income requirements for each program may be found under Section III – Home Improvement Programs of this policy.

Income will be calculated using standard methods such as tax returns, pay stubs, retirement benefit statements, etc. Credit reports are also required for loans. If a credit report shows that the homeowners current credit liability payments combined with payment statements from other sources including credit unions or entities exceeds the reported income, the application will be declined, as this is considered a financial risk.

2. Liquid Assets
City of Fountain Valley Home Improvement Program Policy

Total household liquid assets may not exceed $50,000. Liquid assets include all funds held in savings, checking, money market, brokerage and trust accounts. Assets held in Individual Retirement Accounts (IRA's), 401(k) and other qualified deferred compensation retirement accounts, and whole life and whole life derivative insurance policies shall not be considered liquid for the purposes of this program provided that no holder of said accounts is greater than fifty-nine and one-half (59 ½) years of age. In the event that one or more account holders exceed fifty-nine and one-half (59 ½) years of age, assets held in the above mentioned types of accounts would be considered liquid.

In the event that one or more account holders exceeds fifty-nine and one-half (59 ½) years of age and the gross household income (not adjusted for business losses) is less than or equal to 30% of the Orange County median income adjusted for family size, the liquid asset limitation shall be $100,000.

3. Ownership of Real Property Other Than Primary Residence

Ownership of rental property or other real estate holdings other than the household’s primary residence is prohibited.

4. Tenant Income

To calculate the total income for a household income from all sources must be included. If a homeowner rents a room to a tenant the homeowner must provide a true copy of the rental agreement with the tenant or the tenant must provide a notarized statement indicating the amount of rent paid on a monthly basis. The tenant must have access to the common areas of the home including the kitchen and laundry facilities to be considered as a tenant of the home.

The monthly rent shall be added to the homeowner's income for qualifying purposes.

5. Credit Scores

Applicants for a low-interest loan must have minimum credit score rating of fair credit (600 or greater) to qualify for the program. Credit scores must be provided by a report from one of the major reporting agencies, Equifax, Transunion or Experian. Applicants must have minimum credit score rating of fair credit to qualify for the program.

6. Bankruptcy

Applicants who have had a bankruptcy/bankruptcy discharged within 24 months of applying for the City of Fountain Valley Home Improvement Program will not be eligible for the program. Applicants may reapply 24 months after bankruptcy is discharged. Applicants with extenuating circumstances may appeal these criteria.
A. Property Eligibility Requirements

Following the determination of homeowner's eligibility pursuant to the requirements of Section IV "A" above, the homeowner must also demonstrate property eligibility. To be eligible to receive Program assistance, real property will be evaluated and must meet each of the requirements set forth below:

1. **Location and Type of Property**
   The property must be a single-family residence (e.g. condominium, townhouse, detached single-family home, or mobile home) located within the city limits of the City of Fountain Valley.

2. **Condition**
   The property must be in need of repairs to (i) correct existing nonconforming development standards, (ii) correct existing nonconforming local and/or state code requirements, (iii) correct existing local and/or state code violations, (iv) protect the structural integrity of the property, (v) promote neighborhood safety, (vi) improve energy efficiency, (vii) refurbish exterior and/or interior improvements, or (viii) aid the mobility of the physically disabled and/or elderly. All repairs must qualify as eligible repairs as defined in Section V. Note: Any previous renovations done at the property without the proper building permits, that are items not covered by the Home Improvement Program, must be brought into compliance prior to participation in the Home Improvement Program. If previous unpermitted renovations are items that are normally covered by the Home Improvement Program, the cost of permitting the item and any corrections can be included in the cost of the Home Improvement Program, if the item has been completed more than five years prior to the participation in the Home Improvement Program.

3. **Ownership and Owner-Occupancy Requirements**
   The income eligible homeowner(s) must hold record fee simple title to the property, and must occupy the property as a principal residence.

4. **Maximum After Rehabilitation Property Value**
   Estimated value of the home, after rehabilitation, may not exceed ninety-five percent (95%) of the median purchase price for single-family homes in the City.

5. **Equity**
   The total indebtedness of all recorded liens, including the City's Home Improvement Program loan, may not exceed ninety-five percent (95%) of the fair market value of the home after rehabilitation. For the purposes of this calculation, encumbrances must include the proposed principal amount of the Program loan requested by the eligible owner. The equity calculation will be made by comparing the sales prices of similar homes sold in the immediate vicinity of the subject property within a six month period prior to the funding of any monies from the City. If the homeowner disagrees with the established value the homeowner may at their own expense provide an appraisal from a licensed appraiser. The City will have the option to have the appraisal reviewed by a licensed appraiser.
6. **Hazard Insurance**
   All properties must be insured with an all-risk property insurance policy in an amount equal to the full replacement value of all structures located on the property. Furthermore, all properties located within the 100-year floodplain that receive assistance under the Low-Interest Loan Program must maintain flood insurance in the amount of the improvements for the term of the loan.

7. **Property/Income Tax Delinquency or Liens**
   All property taxes and assessments must be paid current, and the property must not have any recorded property or income tax liens or outstanding mechanics liens.

8. **Outstanding Judgments and Obligations**
   All outstanding mortgages recorded against the subject property must be current. Furthermore, no outstanding tax liens, mechanics liens and/or judgments may be recorded against the property to be rehabilitated. All utility billing must be current.

B. **Order of Priorities for Eligible Improvements**

   The following order of priorities will apply to all eligible improvements made under the City of Fountain Valley Home Improvement Program. All improvements listed within any given priority category must be addressed prior to the inclusion of items identified as having a lower priority.

   1. Evaluation of property for lead based paint hazards and any remediation necessary;
   2. Inspection and remediation of any wood destroying and/or dry rot causing pests such as termites and fungi.
   3. Improvements needed to alleviate conditions that present an immediate threat to the health and safety of the property’s occupants;
   4. Improvements needed to correct existing building, zoning and public nuisance code violations not presenting an immediate threat to the health and safety of the property’s occupants;
   5. General property improvements needed to repair or replace broken, damaged and/or deteriorated items.

C. **Eligible Improvements**

   All eligible improvements must be physically attached to the property and be permanent in nature. In order to be eligible for Program assistance, the City’s Housing Coordinator, or his/her designee, following an inspection of the property in accordance with Program requirements, must approve proposed improvements. All rehabilitation work must be completed by qualified, licensed, and insured contractors selected in accordance with Program procedures.

   The City of Fountain Valley Home Improvement Program is designed to provide for the repair, and if necessary, the replacement of damaged, deteriorated or failing items or improvements that already exists on an eligible property. In the event that
replacement of damaged, deteriorated or failing items or improvements is necessary, said items will be replaced with those of equal or like quality. The program is not designed to provide for the upgrade of single-family homes. Some eligible improvements (e.g. the replacement of flooring) are subject to materials and/or labor cost allowances. A description of all applicable cost allowances can be found in Appendix A of this policy.

A listing and description of all eligible improvements, including item-specific restrictions (if applicable) is provided below:

1. **Abatement of Code Violations**: Any and all work including but not limited to demolition, construction, rehabilitation, replacement, and installation needed to abate violations of the City of Fountain Valley’s building and municipal codes.

2. **Accessibility Modifications**: All modifications, alterations, or additions necessary to facilitate access and use of the home by disabled persons are permitted. These may include the installation of handicap ramps, grab bars, and accessible shower enclosures; the modification of doorways, hallways, and countertop elevations; and other adaptive measures.

3. **Cabinetry**: Repair, re-facing or refinishing of damaged or deteriorated cabinets, including countertops, is permitted. Replacement of cabinets is only permitted when repair, re-facing or refurbishing is not a cost effective alternative.

4. **Deadbolt locks**: Installation of deadbolt locks is permitted if doors are “solid core”.

5. **Doors/Windows**: Repair and replacement of worn or damaged doors or windows is permitted with those of similar type and quality. Enlargement of door/window openings is permitted only where the existing door/window area is non-compliant with current building codes, and only to the extent needed to achieve building code compliance.

6. **Driveways/Walkways**: Repair or replacement of damaged or deteriorated driveways and walkways. Driveways and walkways may only be replaced with broom-finished concrete. The use of decorative stone is not permitted.

7. **Drywall/Lath and Plaster**: Repair, replacement and finishing of damaged drywall/lath and plaster necessary to match the original finish is permitted.

8. **Electrical**: Repair and upgrading of electrical system, if required under National Electrical Code, including service panels, wiring, outlets, and switches. Replacement of lighting fixtures and installation of security lighting is eligible subject to a $50.00 per lighting fixture cost allowance.

9. **Energy conservation**: Installation or replacement of insulation, weather stripping, water heater blankets, and attic ventilators. Installation of energy efficient doors and windows is allowable provided that the conditions outlined under **Doors/Windows** are met.

10. **Fencing/Block Walls**: Repair or replacement of existing fencing or block walls (in kind) is eligible. Chain link fences may however, be replaced with a wood (cedar or redwood) fence. For fences or block walls located on a property line,
only the homeowner's pro-rated cost may be included in the project. Permission and financial participation (on a pro-rated basis) from all neighboring property owners is required. For properties with pools, the repair or installation of fences, gates and safety hardware/devices as needed to comply with Uniform Building Code requirements is permitted.

11. **Flood Insurance**: Payment for the first year of flood insurance (if required) as needed to insure improvements made under the City's Home Improvement Program is eligible. All costs associated with maintaining flood insurance coverage beyond the first year are to be borne entirely by the homeowner.

12. **Flooring**: The replacement of damaged or deteriorated flooring (in kind) is permitted subject to materials and labor cost allowances outlined in Appendix A of this policy.

13. **Garage Doors**: The repair or replacement of garage doors, including the replacement of inoperable garage door openers and broken springs is eligible. The installation of garage door openers where no opener is currently installed is permitted only in homes occupied by one or more disabled persons.

14. **HVAC Systems**: Repair or replacement of failed, failing, damaged or inoperative HVAC system components included furnaces, air conditioning compressors, forced air units, heat pumps, ducts and vents are permitted. The installation of new air conditioning equipment is not permitted except in cases where medically necessary as prescribed by a doctor.

15. **Kitchen Appliances**: Repair or replacement of damaged or inoperable stoves, ovens and dishwashers is permitted subject to the materials and labor cost allowances outlined in Appendix A of this policy.

16. **Landscaping**: The replacement of dead sod is permitted to the extent necessary to meet minimum municipal code requirements. The planting or replacement of trees, shrubs, ground covers (other than sod), hard landscaping, and planter boxes is not permitted. All sod replacements must include the installation of an automated irrigation system.

17. **Overgrown/Dead Vegetation**: The trimming of overgrown vegetation and the removal of dead vegetation or living vegetation whose root system is causing structural damage are permitted. Dead vegetation, other than sod, that is removed may not be replaced.

18. **Painting (exterior)**: Exterior painting is eligible and must be undertaken if the current condition represents a violation of the City’s Public Nuisance Code as determined by the City’s Code Enforcement Officer.

19. **Painting (interior)**: Complete painting of the interior of the home is eligible.

20. **Pest Control**: Eradication of insect infestations and repairs to improvements damaged by insect infestation is permitted. Termite inspections and abatements must be conducted on all homes that have not been inspected during the most recent two (2) year period.
21. Plastering, siding, and stucco: Repairs (e.g. patching, filling or localized replacement) to damaged plaster, stucco or siding is permitted.

22. Plumbing/Sewer Pipes and Fixtures: Repair or replacement of leaking or damaged water/sewer pipes and fixtures (including toilets, bathtubs, shower enclosures, faucets and garbage disposals) to the extent necessary to complete rehabilitation, not customization. Connection to municipal sewer lines is permitted.

23. Property Clean-up: Removal of overgrown vegetation and debris and trash located on the property’s front, side and rear yard is permitted. Removal of excessive debris and trash from the inside of the home is permitted only where the homeowner(s) is/are physically incapable of completing such work.

24. Rain Gutters: Repair or replacement of failing rain gutters is permitted.

25. Roofing: Complete repair or replacement of deteriorated or damaged roofing is permitted. Materials of the same type and quality as the existing roof must be used (i.e. composition shingle must be replaced by composition shingle) except where 1) different roofing materials are needed to match the type and quality of roof/s found on a majority of homes in the immediate neighborhood, or 2) the existing roof is made of wood shake in which case a tile roof may be installed. Roof replacements that require an engineering survey or engineered structural modifications are not permitted.

26. Room Additions: Room additions/expansions are permitted only in households with overcrowded conditions. An overcrowded household is defined as one having more than 2 persons per bedroom.

27. Seismic Retrofitting (Mobile Homes only): The repair, modification, replacement or installation of earthquake straps and/or other seismic retrofitting devices is permitted.

28. Smoke Detectors: Must be installed throughout the home as required under the Uniform Fire Code.

29. Structural Repairs/Modifications: Structural repairs/modifications are permitted to the extent that such repairs/modifications are needed to 1) correct existing structural deficiencies as defined by the Uniform Building Code; and 2) allow for improvements designed to provide accessibility to disabled persons.

30. Swimming pools and Spas: Swimming pools and spas are considered luxury items and cannot be repaired, but may be removed if they are unserviceable and a health hazard. The proper demolition permits must be obtained prior to the start of demolition. Area of the former swimming pool or spa will be filled and capped with top soil and sod. No other decorative landscaping will be included.

31. Wall Paper/Wall-Tile: The repair or replacement of damaged or torn wall paper and damaged or missing ceramic tiles is permitted. Where bathtub/shower wall tile is severely damaged or missing, homeowner may choose to replace the entire bathtub/shower area with a full fiberglass tub surround. Wall tile for
tub/shower surround shall be tile of similar type and quality of the tile that is being replaced.

32. Water Heaters: Repair or replacement of deteriorated or inoperable water heaters including the repair or installation of enclosures, insulation blankets and earthquake strapping is permitted.

D. Ineligible Improvements

Ineligible improvements include, without limitation, improvements that are 1) accessory uses including, but not limited to greenhouses, patio covers, barbecue pits, outdoor fireplaces, bathhouses, swimming pools, saunas and hot tubs, valances, cornice boards, drapes, blinds, and indoor or outdoor furnishings; 2) any improvements not approved by the City’s Housing Coordinator or his/her designee.

V. ELIGIBLE/INELIGIBLE COSTS

A. Eligible Costs

Home Improvement Program proceeds may be used only for the following eligible expenses:

1. The actual reasonable costs of materials and services necessary to complete all rehabilitation work approved by the City’s Housing Coordinator or his/her designee and as set forth in the Authorized Bid List;

2. Building permits and inspection and other related fees necessary for the completion of the approved rehabilitation work;

3. Costs of loan processing, including without limitation, credit reports, property appraisals, and if necessary, preliminary title reports and recording fees; and

4. Costs of temporary relocation in connection with the rehabilitation work if required by local, state and federal laws, regulations, and/or policy.

B. Ineligible Costs.

Specific costs not eligible for payment under the City of Fountain Valley Home Improvement Program include, but are not limited to the following:

1. Materials, fixtures, or equipment of a type or quality that exceeds that customarily used in properties of the same general use as the property to be rehabilitated;

2. Free-standing appliances other than stoves, unless the need is justified as determined by the City's Housing Coordinator;

3. Purchase, installation or repair of interior or exterior home furnishings;

4. Compensation/reimbursement of owner's personal labor;

5. Compensation/reimbursement for ineligible improvements or any work not included and authorized in the Authorized Bid List or subsequent approved change orders.
VI. TERMS AND CONDITIONS OF PROGRAM ASSISTANCE

A. Maintenance/Occupancy Requirements
   Assisted properties shall be maintained in compliance with all City of Fountain Valley Municipal Codes and ordinances. Assisted properties shall maintain occupancy not to exceed the maximum occupancy limits as established by the United States Department of Housing and Urban Development (HUD). Property owners shall not permit criminal activities to occur on the property or permit property improvements to suffer deterioration or decline, or maintain, cause to be maintained, or permit to be maintained any public or private nuisance on or about the property.

B. Hazard Insurance
   Property owners receiving Program loan assistance shall maintain, throughout the term of the loan, an all-risk property insurance policy, including flood insurance if the property is located in a flood zone, insuring the property in an amount equal to the full replacement value of the structures on the property. The insurance policy or policies shall name the City of Fountain Valley as an additionally insured/loss payee.

C. Nondiscrimination
   There shall be no discrimination against or segregation of any person or group of persons, on account or race, color, creed, religion, sex, marital status, national origin, or ancestry, in the selection of contractors or subcontractors to complete the rehabilitation work financed with Program assistance, or in the sale, leasing, transferring, use, occupancy, tenure, or enjoyment of assisted properties.

D. Compliance with Program Policies and Procedures
   Throughout the applicable term of Program assistance, Program participants shall comply with all Program requirements and procedures as set forth in these Policies and Procedures, and as required by the Housing Coordinator, and as set forth in Grant Agreements, Rebate Agreements and Loan Agreements and related attachments.

VII. PROGRAM AMENDMENT PROCEDURES

Any and all amendments to the City of Fountain Valley Home Improvement Program Policy must be approved through the following process:

A. The proposed policy amendment must be presented to the City of Fountain Valley Housing and Community Development (HCD) Advisory Board for review and the forwarding of a recommendation to the City Council; and

B. The City Council must consider and approve the proposed policy amendment.
APPENDIX A
CITY OF FOUNTAIN VALLEY HOME IMPROVEMENT PROGRAM
MATERIALS AND LABOR COST ALLOWANCES

(As of 9/26/2018) Needs updated

The following materials and labor cost allowances have been established to ensure that improvements made under the City of Fountain Valley’s Home Improvement Program are efficient, appropriate and equitable. These allowances may be modified at the discretion of the City’s Planning Director or designated staff, as needed to adjust to changing market conditions.

1. Flooring Materials
   a. Carpet .......................... $40.00 per sq. yd. including installation
   b. Ceramic Tile ...................... $8.50 per sq. ft. including installation
   c. Wood/Wood Laminate .......... $7.50 per sq. ft. including installation
   d. Vinyl Flooring ................. $40.00 per sq. yd. including installation
   e. Baseboards ....................... $2.50 per foot including installation

2. Appliances
   a. Water Heater, 40 Gallon .... $1000.00 installed (9 yr. Warranty)
   b. Dishwasher ..................... $550.00 including installation
   c. Cooktop Range ................. $900.00 gas, $750.00 electric installed
   d. Self-standing Stove w/ Oven $750.00 including installation
   e. Single Built-in Oven .......... $1200.00 including installation
   f. Double Built-in Oven .......... $2300.00 including installation
   g. Garbage Disposal .............. $225.00 including installation
   h. Kitchen Exhaust Hood ......... $225.00 including installation

3. Bathroom Fixtures
   a. Low Flow Toilet 1.28 gpf or less $375.00 including installation
   b. Bath/Shower Enclosure, fiberglass $850.00 installed, demo extra
   c. Shower Stall, no tub .......... $700.00 installed, demo extra
   d. Shower Door, pivoting ....... $550.00 including installation
   e. Sliding Tub/Shower Door .. $500.00 including installation
   f. Low Flow Bathroom Sink Faucet $175.00 including installation
   g. Low Flow Tub Faucet .......... $150.00 including installation
   h. Low Flow Tub/Shower Faucet $200.00 including installation
   i. Low Flow Shower Head only $60.00 including installation
   j. Exhaust: Fan with Light ... $175.00 including installation
   k. Exhaust: Fan without Light $125.00 including installation
   l. Bathroom Light Fixture ...... $140.00 including installation
   m. Ceiling Light Fixture ........ $85.00 including installation
4. **Doors**
   a. Double Car Garage
   b. Single Car Garage
   c. Exterior Door
   d. Solid Core (Steel/Fiberglass)
   e. Hollow Core Interior
   f. Sliding Closet
   g. Bi-fold Wardrobe

   **Program Allowance**
   a. $700 double car including installation
   b. $500 single car including installation
   c. $600.00 including installation
   d. $400.00 including installation
   e. $175.00 including installation
   f. $250.00 including installation
   g. $50 per foot including installation

5. **Other Items**
   a. Door Knobs- Interior
   b. Front Door Knob Deadbolt Lock
   c. Counter Tops
   d. Smoke Detectors
   e. Carbon Monoxide Detector

   **Program Allowance**
   a. $20.00 including installation
   b. $200.00 including installation
   c. $28.00 sq. ft. including installation
   d. $30.00 including installation
   e. $75.00 including installation
EXECUTIVE SUMMARY:

The City has contracted with AdminSure, a Third Party Workers' Compensation Administrator, to administer the City's Workers' Compensation program for employees since 2008. AdminSure has performed well during the course of our agreement by providing a high level of customer service, competent claims processing, and timely claims closure. AdminSure's current contract ran from August 1, 2017 to June 30, 2020 date and will expire on June 30, 2020.

Staff recommends approval of the agreement with AdminSure in the amount of $173,328 be renewed for a two-year term beginning July 1, 2020 through June 30, 2022 for the City's self-insured Workers' Compensation program.

DISCUSSION:

The City is required to provide a Workers' Compensation program to City employees and volunteers who are injured on the job. Since the City is self-insured, we contract with a Third Party Administrator to handle the claim administration process and ensure that the City complies with the ever changing Workers' Compensation regulations. Third Party Administrators are required to have specialized skills and certifications to handle all Workers' Compensation claims.

AdminSure was selected in 2008 based on their experience working with municipalities, their expertise working with sworn police and fire, and their knowledge of applicable laws and regulations. AdminSure has dedicated two claims adjustors that are assigned to the City, one of whom has serviced our account since 2008. Our Claims Adjustors are the primary handler of any claims and work with the injured employee, medical providers and any other consultants necessary to provide the necessary treatment plan to the employee. They serve as advisors to City staff by making recommendations to assist in bringing claims to a resolution. As part of their services, AdminSure also completes all of
our regulatory reporting, including the monthly and annual OSHA reports for the City; and they complete the annual self-insured report due to the State of California.

Staff has experience knowing that AdminSure has provided a high level of customer service, handled claims efficiently and effectively and worked hard to address claims as quickly as possible. In addition, they continue to monitor our return to work program with the goal of returning the employee to work whenever possible, even if it is on a temporary light duty basis.

AdminSure has a proven track record of administering claims for public employers, including this City, in an efficient and cost effective manner. Near the conclusion of the two-year agreement in 2022, staff will complete a request for proposals to ensure that the City is receiving the best services at a fair price and will bring back the results and recommendations for your consideration.

**FINANCIAL ANALYSIS:**

The City is currently paying AdminSure $82,894 annually for the third party-administration fee. For the renewal, AdminSure is proposing the following third party-administration fees:

- 2020/2021: $85,380 annually (3% increase).
- 2021/2022: $87,948 annually (3% increase).

The above increases have been factored into the upcoming 2020-2021 Fiscal Year Budget.

**ATTORNEY REVIEW:**

The Attorney for the City has reviewed and approved the agreement.

**ALTERNATIVES:**

**Alternative No.1:** Approval the agreement with AdminSure in the amount of $173,328 be renewed for a two-year term beginning July 1, 2020 through June 30, 2022 for the City's self-insured Workers' Compensation program.
City Council Request
Approval of a Two Year Agreement with AdminSure in the Amount Not to Exceed $173,328 to Administer the City’s Self-Insured Workers’ Compensation Program
May 12, 2020
Page 3

Alternative No. 2: Do not approve the agreement with AdminSure to administer the City’s self-insured Workers’ Compensation program and provide direction to City staff.

RECOMMENDATION:
Staff recommends the Alternative No. 1, approving of the agreement with AdminSure in the amount of $173,328 be renewed for a two-year term beginning July 1, 2020 through June 30, 2022 for the City’s self-insured Workers’ Compensation program.

Prepared By: Amanda DeForest, Human Resources Analyst
Approved By: Chelsea Phebus, Human Resources Director
Fiscal Review By: David Faraone, Budget Analyst
Approved By: Rob Houston, City Manager

Attachment 1: Agreement for Professional Services with AdminSure.

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A REEMENT FOR CONSULTANT SERVICES

CON

Workers' Compensation Services

This AGREEMENT is made and effective as of the EFFECTIVE DATE, by and between the City of Fountain Valley, a municipal corporation ("CITY") and Adminsure, a corporation ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

. TERM

This AGREEMENT shall commence on July 1, 2020 ("EFFECTIVE DATE") and remain and continue in effect until all tasks described herein are completed but in no event later than June 30, 2022, unless sooner terminated or extended pursuant to the provisions of this AGREEMENT.

. SERVICES

CONSULTANT shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. CONSULTANT shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

. NOTICE TO PROCEED

CONSULTANT shall not perform any work or be entitled to any compensation under this AGREEMENT until a written Notice to Proceed is issued by CITY. The Notice to Proceed shall not issue unless and until CONSULTANT submits proof, satisfactory to CITY, of its procurement of appropriate insurance required by this AGREEMENT. The failure of CONSULTANT to submit proof of appropriate insurance within 10 days of the EFFECTIVE DATE is a material breach and shall constitute cause for immediate termination of this AGREEMENT by CITY.

. PERFORMANCE

CONSULTANT shall at all times faithfully, competently, and to the best of his/her/its ability, experience, and talent perform all tasks described herein. CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of CONSULTANT hereunder in meeting its obligations under this AGREEMENT.

. CITY MANAGEMENT

Human Resources Director or designee shall represent CITY in all matters pertaining to the administration of this AGREEMENT, including review and approval of all products submitted by CONSULTANT, but not including the authority to enlarge the tasks to be performed or change the compensation due to CONSULTANT. The City Manager shall be authorized to act on CITY'S behalf and to execute all necessary documents that enlarge the tasks to be performed or change
CONSULTANT’s compensation, subject to Section 6 hereof.

. PAYMENT

(a) CITY agrees to pay CONSULTANT in accordance with the payment rates, terms, and schedule of payment set forth in Exhibit A. This amount shall not exceed One hundred seventy three thousand, three hundred twenty eight Dollars ($173,328.00) ("TOTAL CONTRACT SUM") for the total term of this AGREEMENT unless additional payment is approved as provided in this AGREEMENT.

(b) CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT that are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. This written authorization requirement cannot be waived. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Manager and CONSULTANT at the time CITY’s written authorization is given to CONSULTANT for the performance of said additional services. The City Manager’s authority to approve additional compensation is subject to Fountain Valley Municipal Code section 2.36.110. Approval of additional compensation that exceeds the City Manager’s authority as specified in Fountain Valley Municipal Code section 2.36.110 must be obtained from the City Council.

. PUBLIC OR

Notice is provided pursuant to Labor Code Section 1781 that all or a portion of the work contemplated in this AGREEMENT may constitute a "public work" as defined in Chapter 1, Part 7, and Division 2 of the Labor Code, to which Section 1771 applies. If all or a portion of the work contemplated under this AGREEMENT constitutes "public work," then CONSULTANT shall pay prevailing wages, unless exempt, on those portions of the work which require payment of prevailing wages under the prevailing wage laws (Labor Code, §§ 1720 et seq.), and shall comply with the following:

(a) Prevailing Wage Rates. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages can be found at http://www.dir.ca.gov/OPRL/PWD/index.htm and are on file at City Hall, which shall be made available to any interested party upon request. CONSULTANT shall post a copy of the determination of the director of the prevailing rate of per diem wages at each job site. Said per diem wages are deemed to include employer payments for health and welfare, pension, vacation and travel time, and subsistence pay, all in accordance with Section 1773.1 of the Labor Code.

(b) Payroll Records. The provisions of Section 1776 of the Labor Code regarding the preparation, maintenance, and filing of payroll records are applicable to this AGREEMENT. CONSULTANT and each subconsultant shall keep accurate payroll records showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the
actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him/her/it in connection with the public work. Certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or contain the same information. CONSULTANT'S AND ANY SUBCONSULTANT'S PAYROLL RECORDS SHALL BE SUBMITTED TO CITY ON A WEEKLY BASIS. CONSULTANT SHALL BE RESPONSIBLE FOR SUBMITTAL OF SUBCONSULTANT'S PAYROLL RECORDS. Additionally, CONSULTANT or subconsultant has ten (10) days in which to comply subsequent to receipt of a written notice requesting the records enumerated in Section 1776, subdivision (a), of the Labor Code. In the event that CONSULTANT or subconsultant fails to comply within the ten (10) day period, he/she/it shall, as a penalty to CITY, forfeit One Hundred Dollars ($100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. CITY may deduct this penalty from any monies due or that may become due CONSULTANT under this AGREEMENT.

(c) Penalty. CONSULTANT and any subconsultant under CONSULTANT shall, as a penalty to CITY, forfeit not more than Two Hundred Dollars ($200.00) for each calendar day, or portion thereof, for each worker paid (either by CONSULTANT or any subconsultant under CONSULTANT) less than the prevailing rate set forth herein on the work provided for in this AGREEMENT. CITY may deduct the penalty from any monies due or that may become due CONSULTANT under this AGREEMENT. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall also be paid to each worker by CONSULTANT or subconsultant, in accordance with Section 1775 of the Labor Code of the State of California.

(d) Apprentices. If applicable, the provisions of Labor Code Section 1777.5 requiring the use of apprentices in certain ratios to journeymen are hereby imposed upon CONSULTANT.

(e) Legal Day's Work. In the performance of this AGREEMENT, not more than eight (8) hours shall constitute a day's work, and CONSULTANT shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder except as provided in Labor Code Section 1815. CONSULTANT shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et seq.), of the Labor Code of the State of California, and it is agreed that CONSULTANT shall forfeit to CITY as a penalty the sum of Twenty-Five Dollars ($25.00) for each worker employed in the execution of this AGREEMENT by CONSULTANT or any subconsultant for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) week in violation of said article. CITY may deduct this penalty from any monies due or that may become due pursuant to this AGREEMENT.

. SUSPENSION OR TERMINATION OF A REEMENT IT OUT CAUSE

(a) CITY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon CONSULTANT, a: least thirty (30) days prior, written notice. Upon receipt of
said notice, CONSULTANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If CITY suspends or terminates a portion of this AGREEMENT such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.

(b) In the event this AGREEMENT is terminated pursuant to this section, CITY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work performed is of value to CITY. Upon termination of the AGREEMENT pursuant to this section, CONSULTANT will submit an invoice to CITY detailing work performed up to the time of termination.

DEFault of CONSULTANT

(a) CONSULTANT's failure to comply with the provisions of this AGREEMENT shall constitute a default. In the event that CONSULTANT is in default for cause under the terms of this AGREEMENT, CITY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and can terminate this AGREEMENT immediately by written notice to CONSULTANT. If such failure by the CONSULTANT to make progress in the performance of work hereunder arises out of causes beyond CONSULTANT's control, and without fault or negligence of CONSULTANT, it shall not be considered a default.

(b) As an alternative to the procedure for immediate termination for default set forth in subparagraph (a), if CITY determines that CONSULTANT is in default in the performance of any of the terms or conditions of this AGREEMENT, CITY may in its discretion cause to be served upon CONSULTANT a written notice of the default and demand to cure. CONSULTANT shall have ten (10) calendar days after service upon it of said notice to cure the default by rendering a satisfactory performance. In the event that CONSULTANT fails to cure its default within such period of time, CITY shall have the right, notwithstanding any other provision of this AGREEMENT, to terminate this AGREEMENT without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity, or under this AGREEMENT.

OWNERSHIP OF DOCUMENTS

(a) CONSULTANT shall maintain complete and accurate records with respect to the plans, specifications, estimates, drawings, design calculations, letters, reports, testing results, and other such information including as-built records as required by CITY that relate to the performance of services under this AGREEMENT. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of CITY or its designee at reasonable times to such books and records; shall give CITY the right to examine and audit said books and records; shall permit CITY to make copies and transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings,
and activities related to this AGREEMENT. Such records, together with supporting
documents, shall be maintained for a period of three (3) years after receipt of final
payment.

(b) Upon completion, termination, or suspension of this AGREEMENT all plans, specifications, engineer's estimates, and other documents prepared in the
course of providing the services to be performed pursuant to this AGREEMENT
shall become the sole property of CITY and may be used, reused, or otherwise
disposed of by CITY without the permission of CONSULTANT. With respect to
computer files, CONSULTANT shall make available to CITY, at CONSULTANT's
office and upon reasonable written request by CITY, the necessary computer
software and hardware for purposes of accessing, compiling, transferring, and printing
computer files.

. INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a
professional standard of care for CONSULTANT's services, to the fullest extent
permitted by law, CONSULTANT shall indemnify, protect, defend, and hold harmless
CITY and any and all of its officials, employees, and agents ("INDEMNIFIED PARTIES")
from and against any and all losses, liabilities, damages, costs, and expenses, including
attorney's fees and costs to the extent the same are caused in whole or in part by
any negligent or wrongful act, error, or omission of CONSULTANT, its officers, agents,
employees, or subconsultants (or any entity or individual that CONSULTANT shall bear
the legal liability thereof) in the performance of professional services under this
AGREEMENT. With respect to the design of public improvements, CONSULTANT
shall not be liable for any injuries or property damage resulting from the reuse of the
design at a location other than that specified in this AGREEMENT without the written
consent of CONSULTANT. With respect to the duty to defend, if CONSULTANT is a
design professional as defined in Civil Code Section 2782.8, in no event shall the cost
to defend charged to the CONSULTANT exceed the CONSULTANT's proportionate
percentage of fault. However, notwithstanding the previous sentence, in the event one
or more defendants in a suit is unable to pay its share of defense costs due to
bankruptcy or dissolution of the business, the CONSULTANT shall meet and confer
with other parties regarding unpaid defense costs.

(b) Indemnification for Other Than Professional Liability. Other than in the
performance of professional services and to the full extent permitted by law,
CONSULTANT shall indemnify, defend, and hold harmless CITY, and any and all of its
employees, officials, and agents from and against any liability (including liability for
claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory
proceedings, losses, expenses, or costs of any kind, whether actual, alleged, or
threatened, including attorneys fees and costs, court costs, interest, defense costs,
and expert witness fees), where the same arise out of, are a consequence of, or are
in any way attributable to, in whole or in part, the performance of this AGREEMENT by
CONSULTANT or by any individual or entity for which CONSULTANT is legally liable,
including but not limited to officers, agents, employees, or subconsultants of
CONSULTANT.

(c) General Indemnification Provisions. CONSULTANT agrees to obtain
executed indemnity agreements with provisions identical to those set forth here in
this section from each and every subconsultant or any other person or entity
involved by, for, with or on behalf of CONSULTANT in the performance of this AGREEMENT. In the event CONSULTANT fails to obtain such indemnity obligations from others as required here, CONSULTANT agrees to be fully responsible according to the terms of this section. Failure of CITY to monitor compliance with these requirements imposes no additional obligations on CITY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend CITY as set forth here is binding on the successors, assigns, or heirs of CONSULTANT and shall survive the termination of this AGREEMENT or this section. Nothing in this indemnity shall be construed as authorizing any award of attorney's fees in any action on or to enforce the terms of this Indemnity or AGREEMENT. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable.

(d) **Indemnity Provisions for Contracts Related to Construction.** This paragraph applies only when this AGREEMENT is related to construction. Without affecting the rights of CITY under any provision of this AGREEMENT, CONSULTANT shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY's active negligence accounts for only a percentage of the liability involved, the obligation of CONSULTANT will be for that entire portion or percentage of liability not attributable to the active negligence of CITY.

**INSURANCE**

Prior to performing any work or receiving any compensation under this AGREEMENT, CONSULTANT shall obtain, and thereafter maintain for the duration of this AGREEMENT, insurance coverage as specified in Exhibit B, attached hereto and incorporated herein as though set forth in full.

**ARRANTY FOR GOODS**

(a) If this AGREEMENT includes the purchase of equipment, supplies, or chattel (hereafter "GOODS"), CONSULTANT shall provide the following warranty of said GOODS, or obtain a warranty from the manufacturer and/or retailer with provisions equal to or exceeding those specified in this Section. In the event the manufacturer's warranty or retailer's warranty do not equal or exceed the protections specified in this Section, CONSULTANT agrees to provide said warranty protections. The warranty described hereunder extends to the original purchaser of the GOODS warranted under the warranty, and to each transferee owner of the GOODS. The term of this warranty begins on the date the GOODS are delivered to CITY, and continues therefrom. CONSULTANT warrants that:

1. The GOODS will function properly under normal use, will be of good workmanship, free from defect, of merchantable quality, and fit for CITY's intended use;

2. The GOODS will fully comply with any specifications provided by CITY and any samples or documentation provided by CONSULTANT;

3. The GOODS will be free of any security interests, liens, or encumbrances and CONSULTANT has title to the GOODS;
(4) The GOODS will not violate any intellectual property rights of any third party;

(5) The GOODS will be delivered free of the rightful claim of a third person by way of infringement; and

(6) The GOODS are merchantable in accordance with Commercial Code Section 2314.

(b) The warranty listed above is in addition to any other warranties made by CONSULTANT, the manufacturer, retailer, or imposed by law. All warranties will survive inspection and payment by CITY and are assignable to CITY's successors and assigns. If any GOODS do not meet the warranty, CITY may, at CITY's option, and without additional cost to CITY:

(1) Require CONSULTANT to repair or replace the GOODS until the GOODS meet the warranty. If CONSULTANT cannot replace the GOODS and repair either is not commercially practicable or cannot be made within three (3) days, CONSULTANT will refund the purchase price;

(2) Return any of the GOODS to CONSULTANT at CONSULTANT's expense for a full refund;

(3) Correct the nonconformance and charge CONSULTANT for the costs to make the correction; or

(4) Engage a third party to provide substitute GOODS and charge CONSULTANT for the costs of obtaining the substitute GOODS from the third party.

INDEPENDENT CONTRACTOR

(a) CONSULTANT is and shall at all times remain as to the CITY a wholly independent contractor. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the CITY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatsoever against CITY, or bind CITY in any manner.

(b) No employee benefits shall be available to CONSULTANT in connection with the performance of this AGREEMENT. Except for the fees paid to CONSULTANT as provided in this AGREEMENT, CITY shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for CITY. CITY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder. In
addition to the indemnification provisions of Section 11, CONSULTANT shall indemnify, defend, and hold CITY harmless from claims or liability arising from CONSULTANT's employees for CITY benefits including, but not limited to, pension, health benefits, holiday, vacations, etc.

. **LEGAL RESPONSIBILITIES**

CONSULTANT shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this AGREEMENT. CONSULTANT shall at all times observe and comply with all such laws and regulations. CITY, and its officers and employees, shall not be liable at law or in equity occasioned by failure of CONSULTANT to comply with this Section.

. **POLITICAL REFORM ACT**

If the Political Reform Act requires CONSULTANT to file a Form 700, then CONSULTANT must file a Form 700 with full disclosure within 30 days of assuming office and thereafter must file an annual statement for each calendar year of this AGREEMENT.

. **UNDUE INFLUENCE**

CONSULTANT declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of CITY in connection with the award, terms, or implementation of this AGREEMENT, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the CITY will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee, or agent of CONSULTANT, in connection with the award of this AGREEMENT or any work to be conducted as a result of this AGREEMENT. Violation of this section shall be a material breach of this AGREEMENT entitling CITY to any and all remedies at law or in equity.

. **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of CITY, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with this AGREEMENT.

. **RELEASE OF INFORMATION _CONFLICTS OF INTEREST**

(a) All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without CITY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or unless requested by the Attorney for the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information
concerning the work performed under this AGREEMENT or relating to any project or property located within the CITY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

(b) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions, or other discovery request, court order, or subpoena from any person or party regarding this AGREEMENT and the work performed thereunder or with respect to any project or property located within the CITY. CITY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide the opportunity to review any response to discovery requests provided by CONSULTANT. However, CITY’s right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

. SECURITY OF INFORMATION

CONSULTANT shall identify reasonably foreseeable internal and external risks to the privacy and security of personal information acquired during performance of this AGREEMENT that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of the information. CONSULTANT shall regularly assess the sufficiency of any safeguards and information security awareness training in place to control reasonably foreseeable internal and external risks, and evaluate and adjust those safeguards in light of the assessment.

. NOTICES

Any notices which either party may desire to give to the other party under this AGREEMENT must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

CITY
City of Fountain Valley
10200 Slater Avenue
Fountain Valley, California 92708
Attention: City Clerk

CONSULTANT
AdminSure
3380 Shelby Street
Ontario, CA 91764
Attention: Alithia Vargas-Flores

. ASSIGNMENT

CONSULTANT shall not assign the performance of this AGREEMENT, nor
any part thereof, nor any monies due hereunder, without the prior written consent of CITY.

☐ [Check if Applicable] CONSULTANT shall provide CITY fourteen (14) days' notice prior to the departure of any key personnel from CONSULTANT's employ. Should key personnel leave CONSULTANT's employ, CITY shall have the option to immediately terminate this AGREEMENT, within three (3) days of the close of said notice period. Upon termination of this AGREEMENT, CONSULTANT’s sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and CONSULTANT.

☐ [Check if Applicable] Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, only (“PRINCIPAL”) shall perform the services described in this AGREEMENT. PRINCIPAL may use assistants, under his/her direct supervision, to perform some of the services under this AGREEMENT. CONSULTANT shall provide CITY fourteen (14) day's notice prior to the departure of PRINCIPLE from CONSULTANT's employ. Should he or she leave CONSULTANT's employ, CITY shall have the option to immediately terminate this AGREEMENT, within three (3) days of the close of said notice period. Upon termination of this AGREEMENT, CONSULTANT’s sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between CITY and CONSULTANT.

. **LICENSES**

At all times during the term of this AGREEMENT, CONSULTANT shall have in full force and effect, all licenses required of it by law for the performance of the services described in this AGREEMENT including, but not limited to, a Fountain Valley business license.

. **OT ERNIN LA**

CITY and CONSULTANT understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this AGREEMENT and also govern the interpretation of this AGREEMENT. Any litigation concerning this AGREEMENT shall take place in Orange County Superior Court or Central District of California Federal District Court.

. **ENTIRE A REEMENT**

This AGREEMENT contains the entire understanding between the parties relating to the obligations of the parties described in this AGREEMENT. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this AGREEMENT and shall be of no further force or effect. Each party is entering into this AGREEMENT based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.
. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

CONSULTANT is bound by the contents of CITY’s Request for Proposals and the contents of the Proposal submitted by CONSULTANT. In the event of conflict, this AGREEMENT shall take precedence over CITY’s Request for Proposals and CONSULTANT’s Proposal; and CITY’s Request for Proposals shall take precedence over CONSULTANT’s Proposal. No limitation of CONSULTANT’s liability, waiver of rights of CITY, or release of rights or remedies held by CITY, contained in CONSULTANT’s Proposal shall be of any force or effect.

. INTERPRETATION

In the event of conflict or inconsistency between this AGREEMENT and any other document, including any proposal or Exhibit hereto, this AGREEMENT shall control unless a contrary intent is clearly stated. This AGREEMENT shall be interpreted as though drafted by all parties hereto.

. MODIFICATION

No modification to this AGREEMENT shall be effective unless it is in writing and signed by authorized representatives of the parties hereto. The written modification requirement cannot be waived.

. ATTORNEY FEES

In any action or proceeding brought by either party against the other party arising out of or in any way connected to this AGREEMENT, or where any provision hereof is validly asserted as a defense, the parties shall bear their own attorney’s fees, costs, and expenses. Nothing in this provision shall excuse CONSULTANT’s duty to provide CITY with a defense at CONSULTANT’s cost when CITY receives a complaint, petition, or other pleading from a third party requiring CITY to defend itself.

. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this AGREEMENT on behalf of CONSULTANT warrants and represents that he/she/they has the authority to execute this AGREEMENT on behalf of CONSULTANT and has the authority to bind CONSULTANT to the performance of his/her/its obligations hereunder.
IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CITY OF FOUNTAIN ALLEY

________________________

ATTEST:

________________________
City Clerk

Approved as to Form:

________________________
ARPER BURNS LLP

________________________
Attorneys for the City

CONSULTANT

________________________
Signature

________________________
Typed Name

________________________
Title

________________________
Corporate seal (or attach Notary acknowledgment)
Exhibit A
Scope of Services
And Payment Terms
EXHIBIT A
Scope of Services and Payment Terms

OBLIGATIONS OF CONTRACTOR

A. GENERAL

Consultant shall:

1. Supervise and administer the Workers’ Compensation Program for the City; and,

2. Represent the City in all matters related to the investigation, adjustment, processing, supervision and resolution of Workers’ Compensation claims asserted by employees against the City upon receipt of the express approval of the City; and,

3. Provide to the City during the term of this Agreement all the services more particularly set forth hereinafter.

B. EXAMINING SERVICES

1. Consultant shall provide complete administration services including, but not limited to:

   a. Review and process all claims for Workers’ Compensation benefits in accordance with the requirements of the State Department of Industrial Relations for reporting and notification.

   b. Determine the compensability of claimed injuries and illnesses in accordance with the State’s Workers’ Compensation laws.
c. Make recommendations regarding eligibility and obtain authorization for payments of medical benefits and authorize examinations to determine the nature and extent of disability, when appropriate. The Consultant shall notify the City of the status of the claim and the City will be the final decision maker.

d. Make recommendation on the eligibility for and authorize payment of temporary disability compensation in coordination with medical advice and rehabilitation efforts.

e. Make recommendations regarding the degree of permanent disability, if any, of injured workers utilizing, as necessary and desirable, advisory ratings of the Permanent Disability Rating Bureau.

f. Authorize the payment of permanent disability compensation and death benefits in accordance with advisory ratings, orders of the Workers’ Compensation Appeals Board, Compromise and Release settlements, and Litigation Avoidance Programs.

g. Recommend, and after obtaining City approval, refer litigated cases to attorneys chosen by the City; assist in the preparation of litigated cases, negotiations of Compromise and Release settlements, and be responsible for ensuring that subrogation actions are filed in a timely manner.

h. Maintain current estimates of costs of all anticipated benefits and related expenses on each case; establish reserve levels
for each claim which accurately represent the City's potential liability.

i. The Consultant shall provide the City with copies of all bills, will require medical treatment to be pre-authorized whenever possible, and all charges will be paid at the usual and customary rate.

j. After obtaining City approval, investigate or arrange for investigation of, as necessary and appropriate, questionable cases and the status of disabled employees in order to adjust all cases and to assist in the trial or settlement of litigated cases.

k. When medically appropriate, develop rehabilitation programs for injured employees for approval by the City, the employee, and other agencies to provide rehabilitation, re-training, or reassignment for employees with physical or performance limitations resulting from industrial injuries.

l. Provide monthly reports to the City, which set forth requested accounting and statistical data to allow the City to interpret and evaluate the self-insurance program. Reports shall be delivered within 20 days of the close of each calendar month.

m. Notify the City's excess insurers of all claims which exceed the City's self-insurance retention limit. Maintain liaison
between the insurance carriers and the City on matters affecting the adjustment of such claims.

n. Prepare and file the "Public Entity Self-Insurer's Annual Report" each year.

o. The Consultant understands and agrees that the City maintains final decision-making authority on all aspects of the administration of the City's Workers' Compensation program.

p. All other services as noted in Consultant's March 14, 2008 quote.

C. LEGAL SUPPORT SERVICES

Consultant shall provide at least the following legal support services on each claim wherein the claimant has commenced litigation.

1. Upon notification by the City that an Application of Adjudication has been filed on an open claim, Consultant shall attempt to settle the claim directly with the employee's attorney without litigation in the manner as prescribed by the City. If litigation becomes imminent, a law firm or attorney selected by City specializing in the defense of Workers' Compensation claims shall be retained to represent the City. City shall be provided with copies of all attorneys' bills or summaries thereof on a monthly basis, which shall show work performed and the case worked on.
OBLIGATIONS OF THE CITY

A. CONSIDERATION.

1. The City hereby agrees to pay to Consultant and Consultant hereby agrees to accept in full satisfaction for its services provided for hereunder, compensation in the following amounts:

   a. An annual fee of $85,380 ($7,115 per month) effective July 1, 2020; and $87,948 ($7,329 per month) effective July 1, 2021 to:

       1. Assume full responsibility and administer all open indemnity and future medical claims.

       2. Assume full responsibility and administer all open medical-only claims.

       3. Provide full claim administration services outlined for all new claims reported during the year.

   b. Bill Review Fees

       1. $10 flat fee per bill review.

       2. Preferred Provider Option with no add-on charges.

   c. Utilization Review Fees

       1. 5% of billed charges up to a maximum of $750 utilization review fee charged per medical bill.

       2. Utilization review by a physician is billed separately at $200 per hour.
3. City approval is required for physician's review that exceeds one hour.

d. Consultant shall be compensated at a mutually agreed upon amount for any services requested by the City beyond those specified in this Agreement and the proposal dated March 14, 2008, as well as, for any costs incurred by contractor in printing of forms, notices, or vouchers for the purpose of administering the City's Workers' Compensation program.

B. The City shall provide Consultant with copies of all relevant documents upon request and without charge and shall make available any City employee for interviews by Consultant at reasonable times concerning any investigations of a claim or incident pursuant to this Agreement.

OTHER CONTRACTUAL PROVISIONS

A. Non-staff expenses such as legal costs and fees, investigations and rehabilitation vendor fees, the cost of employing experts for professional advice, opinion or testimony, and similar costs normally considered as Allocated Loss Expenses are not included in Consultant's fee. Such expenses are chargeable as part of the claims cost, as is the custom under insured plans when computing losses for experience rating, retrospective rating, or dividend computation, and are paid by the City.
EX IBIT B
INSURANCE SPECIFICATIONS

Without limiting CONSULTANT’s indemnification of CITY, and prior to performing any work under this AGREEMENT or receiving any compensation, CONSULTANT shall obtain, provide and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described below and in a form that is satisfactory to CITY.

General liability insurance. CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000.00 dollars per occurrence, $2,000,000.00 dollars general aggregate for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.

☑ Check if Applicable Automobile liability insurance. CONSULTANT shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of CONSULTANT arising out of or in connection with the work to be performed under this AGREEMENT, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than $1,000,000.00 dollars combined single limit for each accident.

☑ Check if Applicable Workers compensation insurance. CONSULTANT shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least $1,000,000.00 dollars). CONSULTANT shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees, and volunteers.

☐ Check if Applicable Umbrella or excess liability insurance. CONSULTANT shall obtain and maintain an umbrella or excess liability insurance policy with limits of not less than $4,000,000.00 dollars that will provide bodily injury, personal injury, and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer’s liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall “follow form” to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

☑ [Check if Applicable] Professional liability errors omissions insurance. CONSULTANT shall maintain professional liability insurance that covers the services to
be performed in connection with this AGREEMENT, in the minimum amount of $1,000,000.00 dollars per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this AGREEMENT and CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this AGREEMENT.

☐ [Check if Applicable] **Pollution liability insurance.** Environmental Impairment Liability Insurance shall be written on CONSULTANT's Pollution Liability form or other form acceptable to CITY providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than $1,000,000.00 dollars per claim and in the aggregate. All activities contemplated in this AGREEMENT shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites. Products/completed operations coverage shall extend a minimum of three years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The CITY, its officials, officers, agents, and employees, shall be included as insureds under the policy.

☐ [Check if Applicable] **Explosion, collapse, underground insurance.** CONSULTANT shall furnish a copy of a public liability and property damage insurance policy with "XCU" or equivalent coverage in an amount not less than $1,000,000.00 dollars per person and $2,000,000.00 dollars per occurrence for personal injury. The limit of property damage liability shall be not less than $1,000,000.00 dollars for each occurrence as payment for damages to property which may result from or be caused by such public display of fireworks and arising from any acts of the CONSULTANT, its agent, employees, or subcontractors presenting such public display. CITY, its officers, agents, and employees shall be additional insureds under the policy. CONSULTANT shall not cancel the insurance coverage without fifteen (15) days prior written notice to the State Fire Marshal.

**Proof of insurance.** CONSULTANT shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by CITY prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

**Duration of coverage.** CONSULTANT shall procure and maintain for the duration of the AGREEMENT insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of this
AGREEMENT by CONSULTANT, his/her/its agents, representatives, employees, or subconsultants. If this AGREEMENT involves construction, CONSULTANT must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

CITY's rights on occurrence. In the event any policy of insurance required under this AGREEMENT does not comply with these specifications or is canceled and not replaced, CITY has the right but not the duty to obtain the Insurance It deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT's payments. In the alternative, CITY may cancel this AGREEMENT.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance 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. Notwithstanding the foregoing, XCU insurance shall have a rating of at least B-VI.

Aer o subrogation. All insurance coverage maintained or procured pursuant to this AGREEMENT shall be endorsed to waive subrogation against CITY, its elected or appointed officials, agents, officials, employees, and volunteers or shall specifically allow CONSULTANT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

En occurrence contract provisions non estoppel. CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of CITY to inform CONSULTANT of noncompliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.

Specifications not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Notice of cancellation. CONSULTANT agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess liability.
policies. Coverage available to the additional insured shall be primary and non-contributory.

**Agency's right to revise specifications.** CITY reserves the right at any time during the term of the AGREEMENT to change the amounts and types of insurance required by giving CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to CONSULTANT, CITY and CONSULTANT may renegotiate CONSULTANT's compensation.

**Self insured retentions.** Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.

**Timely notice of claims.** CONSULTANT shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

**Additional insurance.** CONSULTANT shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.
Business Search - Entity Detail

The California Business Search is updated daily and reflects work processed through Sunday, May 3, 2020. Please refer to document Processing Times for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity. Not all images are available online.

C1160242  ADMINSURE, INC.

Registration Date: 10/18/1982
Jurisdiction: CALIFORNIA
Entity Type: DOMESTIC STOCK
Status: ACTIVE
Agent for Service of Process: ASHLEY C SELLS
Entity Address: 3380 SHELBY STREET
                ONTARIO CA 91764
Entity Mailing Address: 3380 SHELBY STREET
                        ONTARIO CA 91764

A Statement of Information is due EVERY year beginning five months before and through the end of October.

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* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code section 2114 for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to Name Availability.
- If the image is not available online, for information on ordering a copy refer to Information Requests.
- For information on ordering certificates, status reports, certified copies of documents and copies of documents not currently available in the Business Search or to request a more extensive search for records, refer to Information Requests.
- For help with searching an entity name, refer to Search Tips.
- For descriptions of the various fields and status types, refer to Frequently Asked Questions.
To: Honorable Mayor and Members of the City Council

Agenda Date: May 12, 2020

SUBJECT: Response to Grand Jury Report – AB 1236, Electric Vehicle Charging Stations

EXECUTIVE SUMMARY:

This report is in response to the Orange County Grand Jury 2019-2020 Report entitled “Electric Vehicles Are Here - Is Orange County All Charged Up?” (Attachment 1). The Grand Jury investigated compliance with California Assembly Bill (AB) 1236, which was enacted to require cities to streamline the Level 2 charger permitting process to encourage the installation of electric vehicle charging stations (EVCS). Level 2 charging stations use a 240-volt power source, like the one that you plug your oven or clothes dryer into, which can recharge an electric vehicle in a few hours.

AB 1236 required cities to: adopt an ordinance creating expedited and streamlined permitting process for EVCS; adopt a checklist of all EVCS submittal requirements; publish the checklist on the city’s website; and allow the electronic submittal and processing of EVCS permits. The Grand Jury report found that eight of the 34 Orange County cities have not complied with all these mandates, including Fountain Valley. Fountain Valley has now implemented all the mandates of AB 1236 and the recommendations of the Grand Jury’s report.

A response to the finding and recommendations of the Grand Jury report is due by June 3, 2020, to the Presiding Judge of the Superior Court. City staff is seeking approval to send a response to the Orange County Grand Jury.

DISCUSSION:

AB 1236 was created with “… the legislative intent to encourage the installation of electric vehicle charging stations (EVCS) by removing obstacles to, and minimizing costs of, permitting for charging stations ....” The bill, signed into law October 8, 2015, requires that by September 30, 2017, every city “… adopt an ordinance consistent with the goals and intent of this section, and create an expedited, streamlined permitting process for electric vehicle charging stations.” Specifically, the legislation requires that, among other things, each city to:

- Adopt an ordinance creating an expedited and streamlined permitting process for EVCS.
- Adopt a checklist of all requirements with which EVCS shall comply to be eligible for expedited review.
- Publish the checklist and required permitting documentation on a publicly accessible website.
Council Action Request
Response to Grand Jury Report—AB 1236, Electric Vehicle Charging Stations
City Council Meeting May 12, 2020
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- Allow for electronic submittal of a permit application and associated documentation.

In response to AB 1236, the city of Fountain Valley:

- Adopted Ordinance 1525 on November 7, 2017, which added Chapter 18.30 to the Municipal Code and created a streamlined EVCS permitting process (Exhibit A of Attachment 2). Along with the entire Municipal Code, Chapter 18.30 is available on the City Website at: http://qcode.us/codes/fountaintvalley/
- Developed submittal checklists for the expedited review of residential and non-residential EVCS applications.
- Allowed for the electronic submittal and processing of EVCS permit application and associated documentation (ePlan Check at https://www.fountaintvalley.org/398/Plan-Check-Center).

The Grand Jury invited the City’s Building Official to address them on November 18, 2019. The Grand Jury was seeking information on the Chargepoint EVCS in the City (agreement details, rates, use) as well as some information on the City’s EVCS checklists and Building Code. The City received a letter from the Grand Jury requesting additional information on December 24, 2019, and responded with the requested information on January 7, 2020.

On March 5, 2020, the Grand Jury’s report was released to the public. Upon review of the Grand Jury report, it was determined that the City could make refinements to improve the EVCS experience and process. Accordingly, the following revisions have been made:

- The City created a webpage dedicated to EVCS, including background information, links to codes, links to permit applications, a link to the electronic application submittal portal, a link to a map of EVCS in the City, and links to a related Southern California Edison website (Exhibit C of Attachment 2).
- The City published the checklists for the expedited review of residential and non-residential EVCS applications on the City’s dedicated EVCS website (Exhibit C of Attachment 2).

The City Council is required to respond to the presiding judge of the superior court on the findings and recommendations by June 3, 2020. The official response is contained in Attachment 2 and will be forwarded to the superior court upon approval by the City Council.

FINANCIAL ANALYSIS:

There is no fiscal impact.

ATTORNEY REVIEW:

This item does not require Attorney for the City review.
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Response to Grand Jury Report—AB 1236, Electric Vehicle Charging Stations
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PUBLIC NOTIFICATION:

The standard City Clerk’s agenda notification process was used for this item.

ALTERNATIVES:

1. Approve the Mayor to send a response to the Presiding Judge regarding the Grand Jury Report.

2. Do not approve and provide direction to Staff regarding the Grand Jury report.

Recommended Action

Staff recommends that the City Council select Alternative No. 1: Approve the Mayor to send a response to the Presiding Judge regarding the Grand Jury Report.

Prepared By: Brian James, Planning and Building Director

Approved By: Rob Houston, City Manager

Attachments

2. City of Fountain Valley response to Kirk H. Nakamura, Presiding Judge of the Superior Court
Electric Vehicles Are Here –
Is Orange County All Charged Up?
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SUMMARY

In its continuing effort to be a leader in reducing carbon dioxide (CO₂) emissions from roadway vehicles, California seeks to encourage the use of electric cars and trucks. California Assembly Bill (AB) 1236¹ was enacted to require cities, counties, or cities and counties to streamline the Level 2 charger installation permitting process. Original equipment recharging units, Level 1, 120-volt, for these vehicles renew at a nominal rate of about 4 miles of range per hour of recharge, whereas Level 2, 240-volt residential chargers are nearly six times faster.² The higher grade, faster chargers require certified, professional electricians to assure correct installation and must include proper grounding, conductor amperage, and circuit breaker size. The Grand Jury investigated city and county compliance with this new mandate, found that 8 of the 34 Orange County cities have yet to comply, and interviewed representatives of these eight cities to evaluate each cities’ progress toward compliance.

REASON FOR THE STUDY

The earth has recently undergone a noticeable increase in worldwide mean temperatures.³ Greenhouse gases are generally accepted as a significant contributor⁴ with some estimates showing transportation accounts for 29% of man-made greenhouse gas emissions in the United States (US).⁵ In light of this, California is encouraging the use of electric vehicles (EVs). California Assembly Bill 1236⁶ was created with “... the legislative intent to encourage the installation of electric vehicle charging stations (EVCS) by removing obstacles to, and minimizing costs of, permitting for charging stations...” The bill, signed into law October 8, 2015, requires that by September 30, 2017, every city “... adopt an ordinance consistent with the goals and intent of this section, and create an expedited, streamlined permitting process for electric vehicle charging stations.” Specifically, the legislation requires that, among other things:

- Each city shall adopt a checklist of all requirements with which EVCS shall comply to be eligible for expedited review.

¹ Codified as Government Code Section 65850.7
³ 2019 was 2nd hottest year on record for Earth say NOAA, NASA, January 15, 2020, https://www.noaa.gov/news/2019-was-2nd-hottest-year-on-record-for-earth-say-noaa-nasa
⁴ The Causes of Climate Change, https://climate.nasa.gov/causes/
⁵ Transportation and Climate Change, https://www.epa.gov/transportation-air-pollution-and-climate-change/carbon-pollution-transportation
⁶ Text of the resulting California code is found in the Appendix section.
• The checklist and required permitting documentation shall be published on a publicly accessible internet web site, if the city, county, or city and county has an internet web site.
• Each city shall allow for electronic submittal of a permit application and associated documentation, and shall authorize the electronic signature on all forms, applications, and other documentation in lieu of a wet signature by an applicant. (However, if the city determines that it is unable to authorize the acceptance of an electronic signature on all forms, applications, and other documents in lieu of a wet signature by an applicant, the entity shall state the reasons for its inability to accept electronic signatures and acceptance of electronic signatures shall not be required.)
• Lastly, besides the cities, the unincorporated county communities can obtain permits through the County Public Works department. Authority for this procedure rests with Ordinance No. 16-018 of the County of Orange, California building code, page 18 as follows: “Section 120. An expedited review and permit issuance process shall be provided for Electrical Charging Stations and simplified forms for submittal will be made available on the County’s website by September 30, 2017.”

Therefore, the Grand Jury sought to understand how Orange County cities and the county are implementing the requirements of Assembly Bill 1236, and how they are encouraging public education about installation of Level 2 EVCS at private residences.

**METHOD OF STUDY**

The Grand Jury thoroughly reviewed California Assembly Bill 1236 (Local Ordinance: EVCS).

The Grand Jury reviewed the websites of all 34 Orange County cities and that of the County to determine if they meet the requirements of AB 1236. Specifically, the Grand Jury:

• Reviewed city municipal codes to determine if they are updated per AB 1236.
• Searched for EV charger information on the cities’ and county’s websites.
• When EV charger information was found, it was reviewed to determine if it fully complied with the AB 1236 mandates.
• If EV charger information was not found, a knowledgeable city official was interviewed.
• In addition, the Grand Jury sought to determine if they were aware of grants available to offset the costs to install public charging stations.

An initial website canvas revealed the cities of Fountain Valley, Garden Grove, Laguna Beach, Laguna Woods, Lake Forest, Placentia, Seal Beach, and Yorba Linda had not implemented any features in AB 1236. The Grand Jury subsequently interviewed persons with civic responsibilities, i.e. mayors, city managers or public works managers, of these cities to ascertain
whether these officials were familiar with AB 1236 and its primary mandate to eliminate confusion in obtaining upgraded permits for private residence, condominium, and business location Level 2 EV charging station installation.

Additionally, the Grand Jury was interested in determining how committed cities are to EV charging, how actively they assist the average citizen in this matter, and whether they provide a convenient website checklist for public familiarization and implementation.

**BACKGROUND AND FACTS**

**Electric Vehicles in California**

EV sales in California, the largest green market in the US, led the nation in 2019, outpacing prior years’ quarters by substantial margins (13% the first three months over that of 2018 alone).\(^7\)

Additionally, the Edison Electric Institute estimates overall US numbers of EVs will approach twenty million within a decade, requiring roughly 9.6 million charge ports to facilitate that expansion.\(^8\) Although one model car, the Tesla 3, is primarily responsible for this surge through impressive sales, several other manufacturers are quickly catching up with thirteen major brands now competing for buyers’ interest.\(^9\)

California also boasts an export of EVs manufactured within the state outselling its petroleum products, pistachios, and semi-conductors. At a staggering revenue of $3.4 billion, EVs hold an impressive 8\(^{th}\) place in what the state produces.\(^10,11\)

Battery science, too, is advancing in step with several improvements in this unique industry. Adding to battery storage volume is the regenerative aspect of EV braking systems that recovers energy of acceleration.\(^12\) IBM, for example, has recently introduced new battery technology virtually free of the heavy metals cobalt and nickel. Not only are the newer batteries lighter and less prone to fires, they have greatly expanded charge capacity, extending the range of some EVs

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\(^9\) Ibid.


\(^12\) Toll, Michal: *Regenerative Braking: How it Works in EVs*, April 24, 2018, [https://electrek.co/2018/04/24/regenerative-braking-how-it-works/](https://electrek.co/2018/04/24/regenerative-braking-how-it-works/)
to nearly 600 miles. The salient factor remains, however, EV batteries require recharging, and any effort to encourage or promote ease to accomplish this benefits everyone.

Mile for mile, an EV is less harmful to the environment than a vehicle powered directly by carbon based fossil fuel. “Today, an average EV on the road in the U.S. has the same greenhouse emissions as a car getting 80 miles per gallon.” Though the volume of carbon dioxide produced to generate recharging power for EV’s is impressive, over the lifetime of two similar size vehicles (150,000 miles), the car with the battery represents an 84% reduction in recognized air pollutants in contrast to emissions of an internal combustion engine.

Though certain tax incentives are scheduled to incrementally expire after EV sales reach a triggering number (200,000 qualifying vehicles per manufacturer) and availability of desired vehicles to decline due to popularity, it remains a certainty that the number of Level 2 charger permit requests will swell toward saturation. The introduction of higher capacity battery packs (200 miles+, more than adequate for 99% of casual drivers) has also greatly reduced so-called “range anxiety” many EV drivers endured with earlier models. These and other factors predict battery power for domestic transportation is no longer a vision but a reality.

**Private Chargers**

In order to ease the installation and funding of private EVCS, the California legislature passed Assembly Bill 1236. The convenience of speedy recharging of private EVs at one’s residence or public location is one of the major selling points stressed at place of purchase. Orange County cities have every incentive to ease the permitting process for installation of Level 2 EVCS. Over eighty percent of EV owners charge their vehicles this way. Though the vast majority of EVs are passenger cars and sport utility vehicles, it is recognized battery powered light duty trucks and even motorcycles fall into this classification of ‘private’ transportation.

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Available Funding for Public Chargers

To assist in the proliferation of EVCS installations, financing assistance issued from the California State Treasury in the form of loans include those for design, development, purchase, and installation of EV charging stations by small businesses within California; loans may provide for up to 100% coverage to lenders on certain loan defaults should that occur. Borrowers may also individually qualify for rebates of 10-15% of the enrolled loan amount.\(^{19}\) Lenders include any chartered bank, savings association, certified Community Development Financial Institution, or credit union licensed and authorized to do business in California.\(^ {20}\)

FINDINGS

In accordance with California Penal Code Sections §933 and §933.05, the 2019-2020 Grand Jury requires responses from each agency affected by the findings presented in this section. The responses are to be submitted to the Presiding Judge of the Superior Court.

Based on its investigation described here, the 2019-2020 Orange County Grand Jury has arrived at the following principal finding:

F1. Eight Orange County cities, Fountain Valley, Garden Grove, Laguna Beach, Laguna Woods, Lake Forest, Placentia, Seal Beach, and Yorba Linda, have not fully complied with AB 1236 that requires cities to implement a streamlined process in obtaining permits to install EVCS and make it available to the public on their city websites, thus impeding residents’ ease of installation of EVCS.

RECOMMENDATIONS

In accordance with California Penal Code Sections §933 and §933.05, the 2019-2020 Grand Jury requires responses from each agency affected by the recommendations presented in this section. The responses are to be submitted to the Presiding Judge of the Superior Court.

Based on its investigation described herein, the 2019-2020 Orange County Grand Jury makes the following three recommendations to comply with the requirements of AB 1236:

R1. Cities, that have not already done so, should update their municipal code to add an ordinance streamlining their EVCS permitting process by May 1, 2020. (F1)

\(^{19}\) Office of the State Treasurer (CA); California Pollution Control Financing Authority, [https://cbig.ca.gov/Government-Partners/California-Pollution-Control-Financing-Authority](https://cbig.ca.gov/Government-Partners/California-Pollution-Control-Financing-Authority).

\(^{20}\) Ibid.
R2. Cities, that have not already done so, should create a streamlined permit process for single family residences, multi-family residences and businesses to obtain permits to install EVCS that includes an easy to use checklist by May 1, 2020. (F1)

R3. Cities, that have not already done so, should describe the streamlined EV charging installation permit application process and have the checklists and forms available on their website by May 1, 2020. (F1)

COMMENDATION

The 26 Orange County cities not mentioned in this report have complied with at least the basics of AB 1236, as has the County of Orange for unincorporated areas. The city of Irvine is a good example of a city that has fully complied. There is a page on that city’s website dedicated to EV charging containing links to permit applications, a related Southern California Edison website, and a map of EVCS. This example may be used by cities that have not complied with AB 1236 to aid them in updating their processes and website. The city of Irvine is commended for fully implementing the mandates. Their web page can be found by searching “EV charging” or “EVCS” from the Irvine city website home page or navigating to the uniform resource locator (URL) below.

https://www.cityofirvine.org/community-development/electric-vehicle-service-equipment-evse

RESPONSES

The following excerpts from the California Penal Code provide the requirements for public agencies to respond to the Findings and Recommendations of this Grand Jury report:

§933

(c) No later than 90 days after the grand jury submits a final report on the operations of any public agency subject to its reviewing authority, the governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body, and every elected county officer or agency head for which the grand jury has responsibility pursuant to Section 914.1 shall comment within 60 days to the presiding judge of the superior court, with an information copy sent to the board of supervisors, on the findings and recommendations pertaining to matters under the control of that county officer or agency head and any agency or agencies which that officer or agency head supervises or controls. In any city and county, the mayor shall also comment on the findings and recommendations. All of these comments and reports shall forthwith be submitted to the presiding judge of the superior court who impaneled the grand jury. A copy of all responses to grand jury reports shall be placed on file with the clerk of the public agency and the office of the county clerk, or the mayor when applicable, and shall remain on file in those offices. One copy shall be placed on file with the applicable grand jury
Electric Vehicles Are Here- Is Orange County All Charged Up?

final report by, and in the control of the currently impaneled grand jury, where it shall be maintained for a minimum of five years.

933.05.

(a) For purposes of subdivision (b) of Section 933, as to each grand jury finding, the responding person or entity shall indicate one of the following:

(1) The respondent agrees with the finding.

(2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

(b) For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:

(1) The recommendation has been implemented, with a summary regarding the implemented action.

(2) The recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation.

(3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.

(4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.

(c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the board of supervisors shall respond if requested by the grand jury, but the response of the board of supervisors shall address only those budgetary or personnel matters over which it has some decision-making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

(d) A grand jury may request a subject person or entity to come before the grand jury for the purpose of reading and discussing the findings of the grand jury report that relates to that person or entity in order to verify the accuracy of the findings prior to their release.

(e) During an investigation, the grand jury shall meet with the subject of that investigation regarding the investigation, unless the court, either on its own determination or upon request of the foreperson of the grand jury, determines that such a meeting would be detrimental.

(f) A grand jury shall provide to the affected agency a copy of the portion of the grand jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report.

(Amended by Stats. 1997, Ch. 443, Sec. 5. Effective January 1, 1998.)
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**Responses Required**
Comments to the Presiding Judge of the Superior Court in compliance with Penal Code §933.05 are required from:

**Findings**
City Councils of the following cities:
Fountain Valley, Garden Grove, Laguna Beach, Laguna Woods, Lake Forest, Placentia, Seal Beach, Yorba Linda

**Recommendations**
City Councils of the following cities:
Fountain Valley, Garden Grove, Laguna Beach, Laguna Woods, Lake Forest, Placentia, Seal Beach, Yorba Linda

**GLOSSARY**

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Description</th>
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<tbody>
<tr>
<td>AB</td>
<td>Assembly Bill</td>
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<tr>
<td>CalCAP</td>
<td>California Capital Access Program</td>
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<tr>
<td>CALeVIP</td>
<td>California Electric Vehicle Infrastructure Project</td>
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<tr>
<td>CO₂</td>
<td>Carbon Dioxide</td>
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<td>CPCFA</td>
<td>California Pollution Control Financing Authority</td>
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<tr>
<td>DCFC</td>
<td>Direct Current Fast Charge</td>
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<tr>
<td>EV</td>
<td>Electric Vehicle(s)</td>
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<tr>
<td>EVCS</td>
<td>Electric Vehicle Charging Station(s)</td>
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<td>EVSE</td>
<td>Electric Vehicle Supply Equipment</td>
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<tr>
<td>SCIP</td>
<td>Southern California Incentive Project</td>
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<td>URL</td>
<td>Uniform Resource Locator</td>
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APPENDIX

Assembly Bill No. 1236

CHAPTER 598

An act to add Section 65850.7 to the Government Code, relating to local ordinances.

[ Approved by Governor October 08, 2015. Filed with Secretary of State October 08, 2015. ]

LEGISLATIVE COUNSEL'S DIGEST

AB 1236, Chiu. Local ordinances: electric vehicle charging stations.

The Planning and Zoning Law, among other things, requires the legislative body of each county and city to adopt a general plan for the physical development of the county or city and authorizes the adoption and administration of zoning laws, ordinances, rules, and regulations by counties and cities. Existing law, the Electric Vehicle Charging Stations Open Access Act, prohibits the charging of a subscription fee on persons desiring to use an electric vehicle charging station, as defined, and prohibits a requirement for persons to obtain membership in any club, association, or organization as a condition of using the station, except as specified.

The bill would require a city, county, or city and county to approve an application for the installation of electric vehicle charging stations, as defined, through the issuance of specified permits unless the city or county makes specified written findings based upon substantial evidence in the record that the proposed installation would have a specific, adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact. The bill would provide for appeal of that decision to the planning commission, as specified. The bill would provide that the implementation of consistent statewide standards to achieve the timely and cost-effective installation of electric vehicle charging stations is a matter of statewide concern. The bill would require electric vehicle charging stations to meet specified standards. The bill would require a city, county, or city and county with a population of 200,000 or more residents to adopt an ordinance, by September 30, 2016, that creates an expedited and streamlined permitting process for electric vehicle charging stations, as specified. The bill would require a city, county, or city and county with a population of less than 200,000 residents to adopt this ordinance by September 30, 2017. The bill would authorize the city, county, or city and county, in developing the ordinance, to refer to guidelines contained in a specified guidebook. The bill would also authorize the adoption of an ordinance that modifies the
checklists and standards found in the guidebook due to unique conditions. By increasing the
duties of local officials, this bill would create a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for
certain costs mandated by the state. Statutory provisions establish procedures for making that
reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Digest Key

Vote: MAJORITY  Appropriation: NO  Fiscal Committee: YES  Local Program: YES

Bill Text

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1.

Section 65850.7 is added to the Government Code, to read:

65850.7.

(a) The Legislature finds and declares all of the following:

(1) The implementation of consistent statewide standards to achieve the timely and cost-effective
installation of electric vehicle charging stations is not a municipal affair, as that term is used in
Section 5 of Article XI of the California Constitution, but is instead a matter of statewide
concern.

(2) It is the intent of the Legislature that local agencies not adopt ordinances that create
unreasonable barriers to the installation of electric vehicle charging stations and not
unreasonably restrict the ability of homeowners and agricultural and business concerns to install
electric vehicle charging stations.

(3) It is the policy of the state to promote and encourage the use of electric vehicle charging
stations and to limit obstacles to their use.

(4) It is the intent of the Legislature that local agencies comply not only with the language of this
section, but also the legislative intent to encourage the installation of electric vehicle charging
stations by removing obstacles to, and minimizing costs of, permitting for charging stations so
long as the action does not supersede the building official’s authority to identify and address higher priority life-safety situations.

(b) A city, county, or city and county shall administratively approve an application to install electric vehicle charging stations through the issuance of a building permit or similar nondiscretionary permit. Review of the application to install an electric vehicle charging station shall be limited to the building official’s review of whether it meets all health and safety requirements of local, state, and federal law. The requirements of local law shall be limited to those standards and regulations necessary to ensure that the electric vehicle charging station will not have a specific, adverse impact upon the public health or safety. However, if the building official of the city, county, or city and county makes a finding, based on substantial evidence, that the electric vehicle charging station could have a specific, adverse impact upon the public health or safety, the city, county, or city and county may require the applicant to apply for a use permit.

(c) A city, county, or city and county may not deny an application for a use permit to install an electric vehicle charging station unless it makes written findings based upon substantial evidence in the record that the proposed installation would have a specific, adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact. The findings shall include the basis for the rejection of potential feasible alternatives of preventing the adverse impact.

(d) The decision of the building official pursuant to subdivisions (b) and (c) may be appealed to the planning commission of the city, county, or city and county.

(e) Any conditions imposed on an application to install an electric vehicle charging station shall be designed to mitigate the specific, adverse impact upon the public health or safety at the lowest cost possible.

(f) (1) An electric vehicle charging station shall meet applicable health and safety standards and requirements imposed by state and local permitting authorities.

(2) An electric vehicle charging station shall meet all applicable safety and performance standards established by the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

(g) (1) On or before September 30, 2016, every city, county, or city and county with a population of 200,000 or more residents, and, on or before September 30, 2017, every city, county, or city and county with a population of less than 200,000 residents, shall, in consultation with the local fire department or district and the utility director, if the city, county, or city and county operates a
utility, adopt an ordinance, consistent with the goals and intent of this section, that creates an expedited, streamlined permitting process for electric vehicle charging stations. In developing an expedited permitting process, the city, county, or city and county shall adopt a checklist of all requirements with which electric vehicle charging stations shall comply to be eligible for expedited review. An application that satisfies the information requirements in the checklist, as determined by the city, county, or city and county, shall be deemed complete. Upon confirmation by the city, county, or city and county of the application and supporting documents being complete and meeting the requirements of the checklist, and consistent with the ordinance, a city, county, or city and county shall, consistent with subdivision (b), approve the application and issue all required permits or authorizations. However, the city, county, or city and county may establish a process to prioritize competing applications for expedited permits. Upon receipt of an incomplete application, a city, county, or city and county shall issue a written correction notice detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance. An application submitted to a city, county, or city and county that owns and operates an electric utility shall demonstrate compliance with the utility’s interconnection policies prior to approval.

(2) The checklist and required permitting documentation shall be published on a publicly accessible Internet Web site, if the city, county, or city and county has an Internet Web site, and the city, county, or city and county shall allow for electronic submittal of a permit application and associated documentation, and shall authorize the electronic signature on all forms, applications, and other documentation in lieu of a wet signature by an applicant. In developing the ordinance, the city, county, or city and county may refer to the recommendations contained in the most current version of the “Plug-In Electric Vehicle Infrastructure Permitting Checklist” of the “Zero-Emission Vehicles in California: Community Readiness Guidebook” published by the Office of Planning and Research. A city, county, or city and county may adopt an ordinance that modifies the checklists and standards found in the guidebook due to unique climactic, geological, seismological, or topographical conditions. If a city, county, or city and county determines that it is unable to authorize the acceptance of an electronic signature on all forms, applications, and other documents in lieu of a wet signature by an applicant, the city, county, or city and county shall state, in the ordinance required under this subdivision, the reasons for its inability to accept electronic signatures and acceptance of an electronic signature shall not be required.

(h) A city, county, or city and county shall not condition approval for any electric vehicle charging station permit on the approval of an electric vehicle charging station by an association, as that term is defined in Section 4080 of the Civil Code.

(i) The following definitions shall apply to this section:

(1) “A feasible method to satisfactorily mitigate or avoid the specific, adverse impact” includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by a city,
county, or city and county on another similarly situated application in a prior successful application for a permit.

(2) “Electronic submittal” means the utilization of one or more of the following:

(A) Email.

(B) The Internet.

(C) Facsimile.

(3) “Electric vehicle charging station” or “charging station” means any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code, as it reads on the effective date of this section, and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle.

(4) “Specific, adverse impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

SEC. 2.

No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act, within the meaning of Section 17556 of the Government Code.
May 22, 2020

Judge Kirk H. Nakamura
Presiding Judge of the Superior Court
700 Civic Center Drive West
Santa Ana, CA 92701

SUBJECT: City of Fountain Valley Response to the Orange County Grand Jury 2019-2020 Report entitled “Electric Vehicles Are Here - Is Orange County All Charged Up?”

Dear Judge Nakamura:

In accordance with California Penal Code Sections §933 and §933.05, the City of Fountain Valley respectfully submits the following response to the report, findings, and recommendations of the Orange County Grand Jury 2019-2020 Report entitled “Electric Vehicles Are Here - Is Orange County All Charged Up?”

<table>
<thead>
<tr>
<th>Finding/Recommendation</th>
<th>City of Fountain Valley Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>F1. Eight Orange County cities, Fountain Valley, Garden Grove, Laguna Beach, Laguna Woods, Lake Forest, Placentia, Seal Beach, and Yorba Linda, have not fully complied with AB 1236 that requires cities to implement a streamlined process in obtaining permits to install EVCS and make it available to the public on their city websites, thus impeding residents’ ease of installation of EVCS.</td>
<td>The City of Fountain Valley agrees with the finding.</td>
</tr>
<tr>
<td>R1. Cities, that have not already done so, should update their municipal code to add an ordinance streamlining their EVCS permitting process by May 1, 2020. (F1)</td>
<td>The recommendation has been implemented. The City of Fountain Valley adopted Ordinance 1525 on November 7, 2017, which added Chapter 18.30 to the Municipal Code and created a streamlined EVCS permitting process (Exhibit A). Along with the entire Municipal Code, Chapter 18.30 is available on the City Website at: <a href="http://qcode.us/codes/fountainvalley/">http://qcode.us/codes/fountainvalley/</a></td>
</tr>
<tr>
<td>R2. Cities, that have not already done so, should create a streamlined permit process for single family residences, multi-family residences and businesses to obtain permits to Install EVCS that</td>
<td>The recommendation has been implemented. The City of Fountain Valley developed submittal checklists for the expedited review of residential and non-residential</td>
</tr>
</tbody>
</table>
Includes an easy to use checklist by May 1, 2020. (F1)  

EVCS applications and published the checklists on the City’s website at the following link (Exhibit B): https://www.fountainvalley.org/1338/EV-Charging-Stations

R3. Cities, that have not already done so, should describe the streamlined EV charging installation permit application process and have the checklists and forms available on their website by May 1, 2020. (F1)  

The recommendation has been implemented. On April 9, 2020, the City created a webpage dedicated to EVCS, including background information, links to codes, links to permit applications, a link to the electronic application submittal portal, a link to a map of EVCS in the City, and links to a related Southern California Edison website. The website includes the checklists for the expedited review of residential and non-residential EVCS applications and links to the electronic submittal and processing of EVCS permit application and associated documentation (Exhibit C). The dedicated website can be accessed here: https://www.fountainvalley.org/1338/EV-Charging-Stations

The electronic plan check webpage can be accessed here: https://www.fountainvalley.org/398/Plan-Check-Center

Should you have any questions regarding this letter, please contact Rob Houston, City Manager, at (714) 593-4410 or at rob.houston@fountainvalley.ca.gov.

Sincerely,

Cheryl Brothers  
Mayor  
City of Fountain Valley

CC  
Orange County Grand Jury  
700 Civic Center Drive West  
Santa Ana, CA 92701
EXHIBIT A FOUNTAIN VALLEY MUNICIPAL CODE CHAPTER 18.30, ELECTRIC VEHICLE CHARGING STATIONS

Chapter 18.30 ELECTRIC VEHICLE CHARGING STATIONS*

* CodeAlert: This topic has been affected by Ordinance No. 1552. To view amendments and newly added provisions, please refer to the CodeAlert Amendment List.

18.30.010 Purpose.

The purpose of this chapter is to adopt an expedited, streamlined electric vehicle charging station permitting process that complies with AB 1236 (Chapter 598, Statutes 2015) to achieve timely and cost-effective installations of electric vehicle charging stations. The provisions of this chapter encourage the use of electric vehicle charging stations by removing unreasonable barriers, minimizing costs to the property owners and the city, and expanding the ability of property owners to install electric vehicle charging stations. The provisions of this chapter further allow the city to achieve these goals while protecting the public’s health, welfare and safety. (Ord. 1525 § 1, 2017)

18.30.020 Applicability.

(a) This chapter applies to the permitting of all electric vehicle charging station systems in the city.

(b) Electric vehicle charging station systems legally established or permitted prior to the effective date of this chapter are not subject to the requirements of this chapter unless physical modifications or alterations are undertaken that materially change the size, type, or components of an electric vehicle charging station system. Routine operation and maintenance or like-kind replacements of electric vehicle charging stations shall not require a permit. (Ord. 1525 § 1, 2017)

18.30.030 Definitions.

(a) “Electric vehicle charging station” or “charging station” means any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code, as it reads on the effective date of the ordinance codified in this chapter, and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle.

(b) “Specific, adverse impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

(c) “Electronic submittal” means the utilization of one or more of the following:

(1) Electronic mail or email.

(2) The Internet.

(3) Facsimile.

(d) “Community Readiness Guidebook” means the guidebook published by the Office of Planning and Research, with recommendations in the most current version of the “Plug-In Electric Vehicle Infrastructure Permitting Checklist” of the “Zero-Emission Vehicles in California.” (Ord. 1525 § 1, 2017)
18.30.040 Electric vehicle charging station installation requirements.

(a) Electric vehicle charging station equipment shall meet the requirements of the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories, and rules of the Public Utilities Commission or a Municipal Electric Utility Company regarding safety and reliability.

(b) Installation of electric vehicle charging stations and associated wiring, bundling, disconnecting means and overcurrent protective devices shall meet the requirements of Article 625 and all applicable provisions of the California Electrical Code.

(c) Installation of electric vehicle charging stations shall be incorporated into the load calculations of all new or existing electrical services and shall meet the requirements of the California Electrical Code. Electric vehicle charging equipment shall be considered a continuous load.

(d) Anchorage of either floor-mounted or wall-mounted electric vehicle charging stations shall meet the requirements of the California Building or Residential Code as applicable per occupancy, and the provisions of the manufacturer’s installation instructions. Mounting of charging stations shall not adversely affect building elements. (Ord. 1525 § 1, 2017)

18.30.050 Duties of the building division and building official.

(a) All documents required for the submission of an expedited electric vehicle charging station system application shall be made available on the publicly accessible city website.

(b) Electronic submittal of the required permit application and documents by email, the Internet, or facsimile shall be made available to all electric vehicle charging station system permit applicants.

(c) An applicant’s electronic signature shall be accepted on all forms, applications, and other documents in lieu of a wet signature.

(d) The electric vehicle charging station system permit process and checklist shall substantially conform to the recommendations for expedited permitting, including the “Plug-In Electric Vehicle Infrastructure Permitting Checklist” contained in the most current version of the Zero-Emission Vehicles in California: Community Readiness Guidebook published by the Office of Planning and Research.

(e) The city council, by resolution, may establish a fee for the processing of electric vehicle charging station system applications. (Ord. 1525 § 1, 2017)

18.30.060 Permit review requirements.

(a) The building division shall administratively approve an application to install electric vehicle charging stations through issuance of a building permit or similar nondiscretionary permit.

(b) The building official may require an applicant to apply for a use permit if the official finds, based on substantial evidence, that the electric vehicle charging station system could have a specific, adverse impact upon the public health or safety.

(c) Review of the application shall be limited to the building official’s review of whether the application meets local, state, and federal health and safety requirements.
(c) If a use permit is required, the city may deny an application for the use permit if the city makes written findings based upon substantive evidence in the record that the proposed installation would have a specific, adverse impact upon public health or safety and there is no feasible method to satisfactorily mitigate or avoid, as defined, the adverse impact. Such findings shall include the basis for the rejection of the potential feasible alternative for preventing the adverse impact.

(e) Decisions regarding an electric vehicle charging station system permit application may be appealed to the city council pursuant to Chapter 21.60, or any successor chapter.

(f) Any condition imposed on an application shall be designed to mitigate the specific, adverse impact upon health or safety at the lowest possible cost.

(g) If an application is deemed incomplete, a written correction notice detailing all deficiencies in the application and any additional information or documentation required to be eligible for expedited permit issuance shall be sent to the applicant for resubmission. (Ord. 1525 § 1, 2017)
EXHIBIT B EXPEDITED REVIEW ELIGIBILITY CHECKLISTS FOR RESIDENTIAL AND NON-RESIDENTIAL ELECTRIC VEHICLE CHARGING STATIONS
CITY OF FOUNTAIN VALLEY
BUILDING DIVISION
10200 Slater Ave
Fountain Valley, CA 92708
714 593-4429

MULTI-FAMILY ELECTRICAL VEHICLE CHARGING STATIONS
EXPEDITED REVIEW ELIGIBILITY CHECKLIST

GENERAL

The purpose of this checklist is to determine eligibility and clarify the minimum building code requirements when preparing plans and documents for expedited plan review of EV charging stations in compliance with Fountain Valley Municipal Code Chapter 18.30 and Government Code Section 65850.7.

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<th>Type of Charging Station(s)</th>
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<td>Provide rating:</td>
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</table>

Permit Application Requirements:
A. Does the application include EVCS manufacture’s specs and installation guidelines? ☐ Y ☐ N

Electrical Load Calculation Worksheet:
A. Is an electrical load calculation worksheet included? (CEC 220) ☐ Y ☐ N
B. Based on the load calculation worksheet, is a new electrical service panel upgrade required? ☐ Y ☐ N

1) If yes, do plans include electrical service panel upgrade? ☐ Y ☐ N
C. Is the charging circuit appropriately sized for a continuous load of 125%? ☐ Y ☐ N
D. If charging equipment proposed is a Level 2 – 9 kW station with a circuit rating of 50 amps or higher, is a completed circuit card with electrical calculations included with the single line diagram? ☐ Y ☐ N

Site Plan and Single Line Drawing:
A. Is a site plane and separate electrical plan with single-line diagram included with the permit application? ☐ Y ☐ N

1) If mechanical ventilation requirements are triggered for indoor venting requirements (CEC 625,29 {D}), is mechanical plan included with the permit application? ☐ Y ☐ N
B. Is the site fully dimensioned and drawn to scale? ☐ Y ☐ N
1) Showing location, size, and use of all structures  □ Y □ N
2) Showing location of electrical panel to charging system  □ Y □ N
3) Showing type of charging system and mounting  □ Y □ N

Compliance with the 2019 California Electrical Code:

A. Does the application include EVCS manufacturer's specs and installation guidelines?  □ Y □ N
B. Does the electrical plan identify the amperage and location of existing electrical service panel?  □ Y □ N
   1) If yes, does the existing panel schedule show room for additional breakers?  □ Y □ N
C. Is the charging unit rated more than 60 amps or more than 150 V to ground?  □ Y □ N
   1) If yes, are disconnecting means provided in a readily accessible location in line of site and within 50' of EVCS. (CEC 625.23)  □ Y □ N
D. Does the charging equipment have a Nationally Recognized Testing Laboratory (NRTL) approved listing mark? (UL 2202/UL 2200)  □ Y □ N
E. If trenching is required, is the trenching detail called out?  □ Y □ N
   1) Is the trenching in compliance with electrical feeder requirements from structure to structure? (CEC 225)  □ Y □ N
   2) Is the trenching in compliance with minimum cover requirements for wiring methods or circuits? (18" for direct burial per CEC 300)  □ Y □ N

Compliance with 2019 California Green Building Standards Code (CGBSC):

A. Does the CAL Green EV Readiness installation requirements apply to this project?  □ Y □ N
   1) Do the plans demonstrate conformance with mandatory measures for 10% of the total number of parking spaces, for new multifamily dwellings that must be EV capable (4.106.4.2)  □ Y □ N
   2) Do the construction documents indicate the location of the proposed EV spaces where at least one is located in common use areas and available for use by all residents (4.106.4.2.1)  □ Y □ N
   3) When EV chargers are installed, EV spaces required by Section 4.106.4.2.2, item 3, shall comply with at least one of the following options:
      a. The EV space shall be located adjacent to a accessible parking space that complies with CBC Chapter 11-A, to allow use of the EV charger from the accessible parking space.
      b. The EV space shall be located on an accessible route, as defined by CBC, Chapter 2, to the building. Exception: EVCS designed and constructed in compliance with CBC, Chapter 11B, are not required to comply with Section 4.106.4.2.1.1 and Section 4.106.4.2.2, item 3.  □ Y □ N

Project Address: ________________________________

Applicant Signature: ________________________________

Applicant's Printed Name/Date: ________________________________

2
INSTRUCTIONS

Information provide in this document is general and intended as a guide only. Each project is unique and additional requirements may be enforced as deemed appropriate.

This checklist is intended for an expedited EVCS permitting process. Submit electronically on the City's website, or submit (3) sets of hard-copy plans minimum 11” x 17” or larger. To submit electronic plans on the City’s website you must submit a permit application online and upload plans at https://www.fountainvalley.org/398/Plan-Check-Center. Please complete the form by checking the appropriate boxes based on information presented on the plans and supporting documentation. If any items are checked “NO”, please revise plans to comply with the eligibility checklist. Otherwise, the permit application may go through the standard plan review and approval process.

In most cases, expedited plan review will be performed over the counter during code consultation hours or it may take up to 10 business days to complete expedited review for large and/or complex projects. Plan check staff will determine eligibility for over the counter expedited review at the time of building permit application.

PERMIT FEES

Permit fees will be in accordance with current Adopted Fee Schedule. Please contact Building Division Technicians for additional information.

INSPECTION PROCEDURES

One inspection is required after the new wiring and charger unit is installed. However, additional inspections may be required depending on the scope of work. The building inspector will let you know if there are additional inspections. For each inspection, the Permit Card and Approved Job Copy of the Drawings must be presented to the inspector. The manufacturer’s installation guidelines shall be available for the building inspector at the job site during the inspection as well. A representative of the installing contractor must be onsite for all inspections.

Permits expire one year after issuance or 180 days after last inspection passed, whichever is the latest.

To schedule an inspection, use the Building Division Online Inspection Request at http://fountainvalley.cts.city or contact the Building Division at (714) 593-4429.
CITY OF FOUNTAIN VALLEY
BUILDING DIVISION
10200 Slater Ave
Fountain Valley, CA 92708
714 593-4429

NON-RESIDENTIAL ELECTRICAL VEHICLE CHARGING STATIONS
EXPEDITED REVIEW ELIGIBILITY CHECKLIST

GENERAL

The purpose of this checklist is to determine eligibility and clarify the minimum building code requirements when preparing plans and documents for expedited plan review of EV charging stations in compliance with Fountain Valley Municipal Code Chapter 18.30 and Government Code Section 65850.7.

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Permit Application Requirements:

A. Does the application include EVCS manufacture’s specs and installation guidelines? ☐ Y ☐ N

Electrical Load Calculation Worksheet:

A. Is an electrical load calculation worksheet included? (CEC 220) ☐ Y ☐ N

B. Based on the load calculation worksheet, is a new electrical service panel upgrade required? ☐ Y ☐ N

1) If yes, do plans include electrical service panel upgrade? ☐ Y ☐ N

C. Is the charging circuit appropriately sized for a continuous load of 125%? ☐ Y ☐ N

D. If charging equipment proposed is a Level 2 – 9 kW station with a circuit rating of 50 amps or higher, is a completed circuit card with electrical calculations included with the single line diagram? ☐ Y ☐ N

Site Plan and Single Line Drawing:

A. Is a site plane and separate electrical plan with single-line diagram included with the permit application? ☐ Y ☐ N

1) If mechanical ventilation requirements are triggered for indoor venting requirements (CEC 625.29 {d}), is mechanical plan included with the permit application? ☐ Y ☐ N

B. Is the site fully dimensioned and drawn to scale? ☐ Y ☐ N
1) Showing location, size, and use of all structures  □ Y □ N
2) Showing location of electrical panel to charging system  □ Y □ N
3) Showing type of charging system and mounting  □ Y □ N

Compliance with the 2019 California Electrical Code:

| A. Does the application include EVCS manufacturer’s specs and installation guidelines? | □ Y □ N |
| B. Does the electrical plan identify the amperage and location of existing electrical service panel? | □ Y □ N |
| 1) If yes, does the existing panel schedule show room for additional breakers? | □ Y □ N |
| C. Is the charging unit rated more than 60 amps or more than 150 V to ground? | □ Y □ N |
| 1) If yes, are disconnecting means provided in a readily accessible location in line of site and within 50’ of EVCS. (CEC 625.23) | □ Y □ N |
| D. Does the charging equipment have a Nationally Recognized Testing Laboratory (NRTL) approved listing mark? (UL 2202/UL 2200) | □ Y □ N |
| E. If trenching is required, is the trenching detail called out? | □ Y □ N |
| 1) Is the trenching in compliance with electrical feeder requirements from structure to structure? (CEC 225) | □ Y □ N |
| 2) Is the trenching in compliance with minimum cover requirements for wiring methods or circuits? (18” for direct burial per CEC 300) | □ Y □ N |

Compliance with 2019 California Green Building Standards Code (CGBSC):

| A. Does the CAL Green EV Readiness installation requirements apply to this project? | □ Y □ N |
| 1) Do the plans demonstrate conformance with CGBSC Table 5.106.5.3.3 for the minimum required number of charging spaces? | □ Y □ N |
| 2) Do the construction plans comply with the design requirements set forth in CGBSC 5.106.5.3.1 for single charging spaces or CGBSC 5.106.5.3.2 for multiple charging spaces? | □ Y □ N |

Compliance with 2019 California Building Code, Chapter 11-B Accessibility Features:

| A. Do the plans clearly depict all required accessible EVCS features for the disabled? | □ Y □ N |
| 1) Do the plans identify the correct number and type of accessible EVCS stalls required in accordance with Table 11B-228.3.2.1? | □ Y □ N |
| 2) Do the plans detail compliance with the accessible EVCS features required by CBC 11B-812 and Figure 11B-812.9? | □ Y □ N |

Project Address: 

Applicant Signature: ____________________________

Applicant’s Printed Name/Date: ____________________________
INSTRUCTIONS

Information provide in this document is general and intended as a guide only. Each project is unique and additional requirements may be enforced as deemed appropriate.

This checklist is intended for an expedited EVCS permitting process. Submit electronically on the City’s website, or submit (3) sets of hard-copy plans minimum 11” x 17” or larger. To submit electronic plans on the City’s website you must submit a permit application online and upload plans at https://www.fountainvalley.org/398/Plan-Check-Center. Please complete the form by checking the appropriate boxes based on information presented on the plans and supporting documentation. If any items are checked “NO”, please revise plans to comply with the eligibility checklist. Otherwise, the permit application may go through the standard plan review and approval process.

In most cases, expedited plan review will be performed over the counter during code consultation hours or it may take up to 10 business days to complete expedited review for large and/or complex projects. Plan check staff will determine eligibility for over the counter expedited review at the time of building permit application.

PERMIT FEES

Permit fees will be in accordance with current Adopted Fee Schedule. Please contact Building Division Technicians for additional information.

INSPECTION PROCEDURES

One inspection is required after the new wiring and charger unit is installed. However, additional inspections may be required depending on the scope of work. The building inspector will let you know if there are additional inspections. For each inspection, the Permit Card and Approved Job Copy of the Drawings must be presented to the inspector. The manufacturer’s installation guidelines shall be available for the building inspector at the job site during the inspection as well. A representative of the installing contractor must be onsite for all inspections.

Permits expire one year after issuance or 180 days after last inspection passed, whichever is the latest.

To schedule an inspection, use the Building Division Online Inspection Request at http://fountainvalley.cts.city or contact the Building Division at: (714) 593-4429.
RESIDENTIAL ELECTRICAL VEHICLE CHARGING STATIONS
EXPEDITED REVIEW ELIGIBILITY CHECKLIST

GENERAL

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Permit Application Requirements:

A. 3 sets of plans on 11" x 17" or larger sheets. Site address and designer’s name and contact information on all sheets.  □ Y □ N

B. Title Sheet with scope of work description, applicable building codes and standards.  □ Y □ N

C. Site or Floor Plan showing location, type and mounting height of proposed EVCS, existing and new service panels and sub-panel (show amperage).  □ Y □ N

D. Single-Line Diagram and Panel Schedule. Show size and type of conductors, raceway and circuit breaker(s).  □ Y □ N

E. Show existing/ new lighting switches and other equipment in garage to avoid tripping hazard from EV charging cords.  □ Y □ N

F. Electrical Service Load Calculations per CEC 220. EVCS charging circuit shall be sized for a continuous load of 125%.  □ Y □ N

G. EVCS Manufacture Installation Details and Specifications.  □ Y □ N

Project Address: ____________________________________________

Applicant Signature: _______________________________________

Applicant’s Printed Name/Date: ________________________________
INSTRUCTIONS

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To schedule an inspection, use the Building Division Online Inspection Request at http://fountainvalley.cts.city or contact the Building Division at (714) 593-4429.
EXHIBIT C COPY OF DEDICATED ELECTRIC VEHICLE CHARGING STATIONS WEBPAGE
Electrical Vehicle Charging Stations (EVCS)

To bring the City into substantial compliance with the State requirements of AB 1236 (2015), Fountain Valley has adopted a streamlining ordinance (Title 18, Chapter 18.30) that facilitates the approval process for qualifying EVCS. Applicants planning to install a charging station at an existing building must accurately complete the application checklist in order to be issued all necessary permits.

Submittal Requirements

1. A completed application form. This permit application may be downloaded here.

All applications must include the following information:

- A site plan and electrical plan with a single line diagram. The site plan must be drawn to scale and include full dimensions and include the following information:
  - Location, size and use of all structures;
  - Location of electrical panel for the charging system; and
  - Type of charging system and mounting

- Electric load calculation worksheet

- Additional information based on response to questions in the checklist (see #2 below)
2. Conformance with the eligibility checklist for expedited permitting. Complete and submit the appropriate Eligibility Checklist from the list below for expedited review:

- Residential EVCS Expedited Review Eligibility Checklist
- Multi-Family Residential EVCS Expedited Review Eligibility Checklist
- Non-Residential EVCS Expedited Review Eligibility Checklist

Submittal Process

- **Application.** Applications can be submitted online at or at the Permit Center Counter.
- **Plan Review.** City staff will review your application and the submittal information within one to ten days.
- **Fee.** Permit fees are based on the current adopted fee schedule.
- **Inspection.** Once all permits have been issued and the EVCS is installed, it must be inspected for final approval.

Additional Resources

- Municipal EV Charging Locations
- SCE Charge Ready Program for EV Charging Installations
- SCE Rebates for EV Purchases
- Zero Emission Vehicles in California Community Readiness Guidebook
CITY OF FOUNTAIN VALLEY
CITY COUNCIL
COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: May 12, 2020

SUBJECT: Approval of a Resolution of the City Council of the City of Fountain Valley to Establish a Disadvantaged Business Enterprise (DBE) Program for City Projects Receiving Federal Funding for the Federal Fiscal Year beginning October 1, 2019 and ending September 30, 2024

EXECUTIVE SUMMARY:

The City was awarded a $1,898,000 federal grant for the Highway Safety Improvement Program (HSIP) for Traffic Signal Modification Improvements for eight (8) intersections on December 20, 2018. In order to receive the federal funds, the City must establish and implement a Disadvantaged Business Enterprise (DBE) Program. Approving the attached resolution will establish a DBE program, designate a DBE Liaison Officer, and establish a DBE Implementation Agreement with the Department of Transportation (Caltrans).

One of the conditions for receiving federal funds is the establishment of a Disadvantaged Business Enterprise (DBE) Program. The DBE Program ensures that firms competing for federally assisted contracts are not disadvantaged by discrimination. In accordance with federal regulations, the DBE Program is intended to remedy past and current discrimination against disadvantaged business enterprises, ensure a "level playing field" and foster equal opportunity in federally assisted contracts. Based on federal census information, state DBE data, and the City’s past experience in attaining DBE goals, having this program would allow the City to have case by case DBE goals per project.

Staff is recommending that the City Council approve a resolution establishing a DBE Program for City projects receiving federal funding for the Federal Fiscal Year beginning October 1, 2019 and ending September 30, 2024.

DISCUSSION:

The City was awarded a $1,898,000 million federal grant allocation from the Highway Safety Improvement Program (HSIP) for Traffic Signal Modification Improvements for eight (8) intersections on December 20, 2018.

The Highway Safety Improvement Program (HSIP) Cycle 9 Traffic Signals Modification Improvements at the following locations:
Council Action Request
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- Edinger Avenue at Ward Street
- Brookhurst Street at Heil Avenue
- Harbor Boulevard at Lilac Avenue
- Magnolia Street at Slater Avenue
- Euclid Street at Slater Avenue
- Warner Avenue at Los Jardines West
- Ellis Avenue at Bushard Street
- Ellis Avenue at Ward Street

The eight (8) traffic signal modifications above will consist of improvements regarding left-turn traffic movements, traffic phasing, signal equipment, visibility, channelization and striping, and traffic timing. These traffic signal improvements will provide the upgrades to necessary to be compliant with the current State standards for roadway safety offered to drivers for better visibility, sight distance, and commuter delay for the traffic signals in the City.

This project is fully funded by a federal grant, and prospective firms and contractors and their respective contracts are subject to applicable provisions of Chapter 9 in the Caltrans Local Assistance Procedure’s Manuel as it relates to local agencies.

The DBE Program ensures that prospective firms and contractors competing for federally assisted contracts are not disadvantaged by discrimination. In accordance with federal regulations, the DBE Program is intended to remedy past and current discrimination against disadvantaged business enterprises, ensure a “level playing field” and foster equal opportunity in federally assisted contracts. Based on federal census information, state DBE data, and the City’s past experience in attaining DBE goals, having this would allow the City to establish DBE Goals for Federally Funded projects on a case by case bases.

Approving the attached resolution will establish the parameters of the DBE Program, that would allow funding for the Highway Safety Improvement Program (HSIP) for the Traffic Signal Modifier Improvement Project and any other future Federally Grant Funded projects. By establishing the parameters of the DBE Program, the City commits to completing a DBE implementation Agreement with Caltrans including Designating a DBE Liaison Officer which will allow the City to stay compliant with federal regulations regarding DBE provisions required for all federally funded projects.

**FINANCIAL ANALYSIS:**

Failure to adopt the resolution which commits the City to establishing a DBE Implementation Agreement with Caltrans may hinder the City’s ability to secure the $1,898,000 allocation of Federal grant funds for the Highway Safety Improvement Program (HSIP) projects.
Project: Traffic Signal Modification Improvements for Eight (8) Intersections
Budget: $1,898,000

ATTORNEY REVIEW:
The Attorney for the City has reviewed and approved the resolution.

ALTERNATIVES:

Alternative No. 1: Approve a resolution of the City Council of the City of Fountain Valley to establish a Disadvantaged Business Enterprise (DBE) Implementation Agreement with Caltrans for City projects receiving federal funding for the Federal Fiscal Year beginning October 1, 2019 and ending September 30, 2024. This is the recommended alternative as it will allow the City to be eligible for federal funds.

Alternative No. 2: Do not approve a resolution of the City Council of the City of Fountain Valley to establish a Disadvantaged Business Enterprise (DBE) Implementation Agreement with Caltrans for City projects receiving federal funding for the Federal Fiscal Year beginning October 1, 2019 and ending September 30, 2024. This is not recommended as the DBE Program is a requirement for receiving federal funds and the City would not be eligible for federal funding necessary for completion of the identified projects.

RECOMMENDATION:
It is recommended that the City Council approve Alternative No. 1, which is to approve a resolution of the City Council of the City of Fountain Valley to establish a Disadvantaged Business Enterprise (DBE) program for City projects receiving federal funding for the Federal Fiscal Year beginning October 1, 2019 and ending September 30, 2024.

Prepared by: Fatana Temory, Management Aide
Reviewed by: Temo Galvez, Deputy Director of Public Works/City Engineer
Approved by: Hye Jin Lee, Director of Public Works
Fiscal Review by: Teresa Gonzalez, Accounting Manager
Approved by: Rob Houston, City Manager

Attachment 1: DBE Resolution
Attachment 2: Exhibit 9A Form DBE
Attachment 3: Exhibit 9B Form DBE
RESOLUTION NO. _______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOUNTAIN VALLEY TO ESTABLISH A DISADVANTAGED BUSINESS ENTERPRISE (DBE) IMPLEMENTATION AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR THE FEDERAL FISCAL YEAR 2019 TO 2024

WHEREAS, Disadvantaged Business Enterprises (DBEs) are those business concerns owned and controlled by socially and economically disadvantaged individuals, including, minorities and women; and

WHEREAS, eligibility for Federal Department of Transportation funding requires each receiving agency to: (1) adopt Exhibit 9-A DBE Implementation Agreement between the City of Fountain Valley and Caltrans; (2) designate a DBE Liaison Officer; and (3) submit “Local Agency DBE Annual Submittal Form” (Exhibit 9-B), by June 30 of each year for the following Federal Fiscal Year (FFY), and

WHEREAS, the City of Fountain Valley desires to receive Federal Department of Transportation funding; and

WHEREAS, the City of Fountain Valley wishes to meet portion of Caltrans Overall Statewide Annual DBE Goal through race-neutral means of facilitating DBE participation; and

WHEREAS, the City of Fountain Valley wishes to establish contract goals to meet any portion of Caltrans Overall Statewide Annual DBE Goal that cannot be achieved through race-neutral means; and

NOW, THEREFORE, be it RESOLVED that the City of Fountain Valley does adopt Exhibit 9-A DBE Implementation Agreement between the the Fountain Valley and Caltrans for the federal fiscal year beginning October 1, 2019 and ending September 30, 2024.

PASSED and ADOPTED this ______ day of May 12, 2020.

ATTEST:

____________________________  _______________________
City Clerk                                Mayor

APPROVED AS TO FORM:

____________________________
Attorney for the City
EXHIBIT 9-A DBE IMPLEMENTATION AGREEMENT FOR LOCAL AGENCIES

CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) DISADVANTAGED BUSINESS ENTERPRISE (DBE) IMPLEMENTATION AGREEMENT

For the City of Fountain Valley, hereinafter referred to as “SUB-RECIPIENT.”

I. Definition of Terms
The terms used in this agreement have the meanings defined in 49 CFR 26.5.

II. Objective/Policy Statement (49 CFR 26.1 and 26.23)
SUB-RECIPIENT intends to receive federal financial assistance from the U. S. Department of Transportation (DOT) through the California Department of Transportation (Caltrans), and as a condition of receiving this assistance, SUB-RECIPIENT will sign the California Department of Transportation Disadvantaged Business Enterprise Implementation Agreement (hereinafter referred to as Agreement). SUB-RECIPIENT agrees to implement the State of California, Department of Transportation Disadvantaged Business Enterprise (DBE) Program Plan (hereinafter referred to as the DBE Program Plan) as it pertains to local agencies. The DBE Program Plan is based on U.S. Department of Transportation (DOT), 49 CFR 26 requirements.

It is the policy of SUB-RECIPIENT to ensure that DBEs, as defined in 49 CFR 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also SUB-RECIPIENT’s policy:

- To ensure nondiscrimination in the award and administration of DOT-assisted contracts.
- To create a level playing field on which DBE’s can compete fairly for DOT-assisted contracts.
- To ensure that the DBE participation percentage is narrowly tailored, in accordance with applicable law.
- To ensure that only firms that fully meet 49 CFR 26 eligibility standards are permitted to participate as DBEs.
- To help remove barriers to the participation of DBEs in Federal-aid contracts.
- To assist the development of firms that can compete successfully in the marketplace outside the DBE Program.

III. Nondiscrimination (49 CFR 26.7)
SUB-RECIPIENT will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the local agency components of the DBE Program Plan, SUB-RECIPIENT will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

IV. Annual DBE Submittal Form (49 CFR 26.21)
SUB-RECIPIENT will provide to the Caltrans District Local Assistance Engineer (DLAE) a completed “Local Agency DBE Annual Submittal Form” (Exhibit 9-B), by June 30 of each year for the following Federal Fiscal Year (FFY). This form must include the name, phone number, email
address of the designated Disadvantaged Business Enterprise Liaison Officer (DBELO), and the choice of Prompt Pay Provision to be used by SUB-RECIPIENT for the following FFY.

V. Race-Neutral Means of Meeting Caltrans Overall Statewide Annual DBE Goal (49 CFR 26.51(a))

Caltrans expects SUB-RECIPIENT to meet the maximum feasible portion of Caltrans Overall Statewide Annual DBE Goal through race-neutral means of facilitating DBE participation. Race-neutral DBE participation includes when a DBE wins a prime contract through customary competitive procurement procedures, is awarded a subcontract on a prime contract that does not carry a DBE goal, or even if there is a DBE goal, wins a subcontract from a prime contractor that did not consider its DBE status in making the award (e.g., a prime contractor that uses a strict low-bid system to award subcontracts). Race-neutral means include, but are not limited to, the following:

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate the participation of DBE and other small businesses (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces);
2. Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs and other small businesses obtain bonding and financing);
3. Providing technical assistance and other services;
4. Carrying out information and communication programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs and other small businesses on SUB-RECIPIENT mailing lists of bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);
5. Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
6. Providing services to help DBEs and other small businesses improve long-term development, increase opportunities to participate in a variety of types of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
7. Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;
8. Ensuring distribution of your DBE directory through print and electronic means to the widest feasible universe of potential prime contractors; and
9. Assisting DBEs and other small businesses to develop their capability to utilize emerging technology and conduct business through electronic media.

VI. Race-conscious Means of Meeting Caltrans Overall Statewide Annual DBE Goal (49 CFR 26.51(d))

SUB-RECIPIENT must establish DBE contract goals to meet any portion of Caltrans Overall Statewide Annual DBE Goal that cannot be achieved through race-neutral means.

VII. Quotas (49 CFR 26.43)

SUB-RECIPIENT will not use quotas or set-asides in any way in the administration of the local agency component of the DBE Program Plan.

VIII. DBE Liaison Officer (DBELO) (49 CFR 26.25)
SUB-RECIPIENT has designated a DBE Liaison Officer. The DBELO is responsible for implementing the DBE Program Plan as it pertains to the SUB-RECIPIENT, and ensures that the SUB-RECIPIENT is fully and properly advised concerning DBE Program Plan matters. The SUB-RECIPIENT has identified Mr. Temo Galvez, the City Engineer, as the DBELO. Contact Information as follows:

Temo Galvez, P.E., Deputy Public Works Director/City Engineer
DBELO
10200 Slater Avenue, Fountain Valley, CA 92708
E-mail: temo.galvez@fountainvalley.org
Phone Number: (714) 593-4517

The DBELO is responsible for developing, implementing, and monitoring the SUB-RECIPIENT’s requirements of the DBE Program Plan in coordination with other appropriate officials. Duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to determine DBE contract goals.
4. Ensures that bid notices and requests for proposals are made available to DBEs in a timely manner.
5. Analyzes DBE participation and identifies ways to encourage participation through race-neutral means.
6. Participates in pre-bid meetings.
7. Advises the CEO/governing body on DBE matters and DBE race-neutral issues.
8. Provides DBEs with information and recommends sources to assist in preparing bids, obtaining bonding and insurance.
10. Provides outreach to DBEs and community organizations to fully advise them of contracting opportunities.

IX. Federal Financial Assistance Agreement Assurance (49 CFR 26.13)

Each agreement SUB-RECIPIENT signs with Caltrans must include the following assurance:

The SUB-RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract, or in the administration of its DBE Program, or the requirements of 49 CFR 26. The SUB-RECIPIENT shall take all necessary and reasonable steps under 49 CFR 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The SUB-RECIPIENT’s DBE Program, as required by 49 CFR 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the SUB-RECIPIENT of its failure to carry out its approved program, Caltrans may impose sanctions as provided for under 49 CFR 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

Each contract SUB-RECIPIENT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:
The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the SUB-RECIPIENT deems appropriate.

X. DBE Financial Institutions (49 CFR 26.27)

SUB-RECIPIENT must investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions.

Information or the availability of such institutions can be obtained from the DBELO. The Caltrans Disadvantaged Business Enterprise Program may offer assistance to the DBELO.

XI. Directory (49 CFR 26.31)

SUB-RECIPIENT will refer interested persons to the Unified Certification Program DBE directory available from the Caltrans Disadvantaged Business Enterprise Program’s website at: https://dot.ca.gov/programs/civil-rights

XII. Required Contract Clauses (49 CFR 26.13 and 26.29)

SUB-RECIPIENT ensures that the following clauses or equivalent will be included in each DOT-assisted prime contract:

A. Contract Assurance

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as SUB-RECIPIENT deems appropriate.

NOTE: This language is to be used verbatim, as is stated in “Required Federal-aid Contract Language” (Exhibit 12-G). See also 49 CFR 26.13(b).

B. Prompt Payment

Prompt Progress Payment to Subcontractors

The local agency shall require contractors and subcontractors to be timely paid as set forth in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 7-day is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over thirty (30) days may take place only for good cause and with the agency’s prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving ate payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Prompt Payment of Withheld Funds to Subcontractors

The local agency shall ensure prompt and full payment of retainage from the prime contractor to the subcontractor within thirty (30) days after the subcontractor’s work is satisfactorily completed and accepted. This shall be accompanied by including; either (1), (2), or (3) of the
following provisions [local agency equivalent will need Caltrans approval] in their federal-aid contracts to ensure prompt and full payment of retainage [withheld funds] to subcontractors in compliance with 49 CFR 26.29.

1. No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency’s prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

2. No retainage will be held by the agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor in thirty (30) days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency’s prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

3. The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within thirty (30) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency’s prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

XIII. Local Assistance Procedures Manual

The SUB-RECIPIENT will advertise, award and administer Federal-aid contracts in accordance with the current Local Assistance Procedures Manual (LAPM) including forms and Exhibits.

XIV. Vehicle Manufacturers/Specialized Equipment (§26.49)

If Federal-aid contracts will include vehicle/specialized equipment procurements, SUB-RECIPIENT will require each vendor, as a condition of being authorized to bid or propose on vehicle/specialized equipment procurements, to certify that it has complied with the requirements of 49 CFR 26.69.
XV. Reporting to the DLAE

SUB-RECIPIENT will promptly submit a copy of the Consultant Proposal DBE Commitment (Exhibit 10-O1) at the time of award of the consultant contract.

SUB-RECIPIENT will promptly submit a copy of Consultant Contract DBE Information (Exhibit 10-O2) or the Local Agency Bidder DBE Commitment (Construction Contracts) (Exhibit 15-G) to the DLAE within 30 days after execution of consultant or construction contract.

SUB-RECIPIENT will promptly submit a copy of the Final Report-Utilization of DBE, First-Tier Subcontractors (Exhibit 17-F) of the LAPM, immediately upon completion of each consultant or construction contract.

XVI. Certification (§26.83(a))

SUB-RECIPIENT ensures that only DBE firms currently certified by the California Unified Certification Program (CUCP) will participate as DBEs on Federal-aid contracts.

XVII. Confidentiality

SUB-RECIPIENT will safeguard from disclosure to third parties, information that may reasonably be regarded as confidential business information consistent with federal, state, and local laws.

By: ____________________________ Date: ____________________________

(Signature) [Signature]

Rob Houston, City Manager Phone #: 714-593-4410

(Print Name and Title) ADMINISTERING AGENCY

(Authorized Governing Body Representative)

This California Department of Transportation's Disadvantaged Business Enterprise Program Implementation Agreement is accepted by:

________________________________________ Date: ____________________________

(Signature of DLAE)

________________________________________

(Print Name of DLAE)

Distribution: (1) Original – DLAE
(2) Signed copy by the DLAB – Local Agency
EXHIBIT 9-B LOCAL AGENCY DBE ANNUAL SUBMITTAL FORM

TO: CALTRANS DISTRICT 12
District Local Assistance Engineer

The information for Exhibit 9-B presented herein is in accordance with Title 49 of the Code of Federal Regulations (CFR), Part 26, and the State of California Department of Transportation (Caltrans) Disadvantaged Business Enterprise (DBE) Program Plan.

The City/County/Region of City of Fountain Valley submits our annual 9-B information for the Federal Fiscal Year 2019/20, beginning on October 1st and ending on September 30.

Disadvantaged Business Enterprise Liaison Officer (DBELO)
Temo Galvez, 10200 Slater Avenue, Fountain Valley, CA 92708
Ph. (714) 593-4517, Fx (714) 593-4554, e-mail: temo.galvez@fountainvalley.org

Planned Race-neutral Measures

The City ensures that only Caltrans certified firms participate as DBEs in our program. Bid processes are scheduled to facilitate DBEs. Prime contractors are required to maintain DBE records for 3 years. Payments to DBE subcontractors are reviewed by the City. A communication program ensures that DBEs are aware of contract opportunities with the City.

Prompt Pay

Federal regulation 49 CFR 26.29 requires one of three methods be used in federal-aid contracts to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. (Attached is a listing of the three methods. On the attachment, please designate which prompt payment provision the local agency will use.)

Prompt Pay Enforcement Mechanism

49 CFR 26.29(d) requires providing appropriate means to enforce prompt payment. These means may include appropriate penalties for failure to comply with the terms and conditions of the contract. The means may also provide that any delay or postponement of payment among the parties may take place only for good cause with the local agency’s prior written approval. Please briefly describe the monitoring and enforcement mechanisms in place to ensure that all subcontractors, including DBEs, are promptly paid.

Signature

6/13/2019

(714) 593-4410

Rob Houston, City Manager
(Print Name and Title)
ADMINISTERING AGENCY
(Authorized Governing Body Representative)

(Signature of Caltrans District Local Assistance Engineer)

Distribution: (1) Original – DLAE
(2) Signed copy by the DLAE – Local Agency

LPP 14-01

Page 9-1
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(Attachment)

Prompt Payment of Withheld Funds to Subcontractors

Federal regulation (49 CFR 26.29) requires one of the following three methods be used in federal-aid contracts to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor.

Please check the box of the method chosen by the local agency to ensure prompt and full payment of any retainage.

☐ Method 1: No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency’s prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBB and non-DBB subcontractors.

☐ Method 2: No retainage will be held by the agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor in 30 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency’s prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBB and non-DBB subcontractors.

☒ Method 3: The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency’s prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBB and non-DBB subcontractors.
CITY OF FOUNTAIN VALLEY
CITY COUNCIL
COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Subject: Waive the bidding requirements per FVMC 2.36.070 section 4 and award a contract to PlayPower LT Farmington, Inc. (Little Tikes) in the amount of $194,743.05 for the procurement and installation of ADA accessible playground equipment and rubberized surfacing at Cordata Park

Agenda Date: May 12, 2020

EXECUTIVE SUMMARY:

Cordata Park is scheduled for the replacement of its playground equipment due to its poor condition and age. In addition, the new equipment will improve the City’s compliance with Americans with Disabilities Act (ADA) requirements. The park playground upgrades include the procurement and installation of new ADA compliant play equipment and the placement of pour-n-place rubberized safety surfacing in fall zones and entry points. The equipment will be purchased utilizing the cooperative purchasing agreement with Sourcewell formerly National Joint Powers Alliance held by PlayPower LT Farmington, Inc., the national distributor for Little Tikes.

The project has a budget of $200,000 funded through General Fund Capital and made possible by Measure HH funds.

Staff is recommending that the City Council waive the bidding requirements per FVMC 2.36.070 Section 4 (which states that bidding may be dispensed with when participating in a cooperative contract with another government agency) and award a contract to PlayPower LT Farmington, Inc. (Little Tikes) in the amount of $194,743.05 for the procurement and installation of ADA compliant playground equipment and rubberized surfacing at Cordata Park.

DISCUSSION:

Cordata Park is scheduled for the replacement of its playground structures due to the poor condition and age of the equipment. The new equipment will not only address the age and condition concerns but it will also improve the City’s compliance with Americans with Disabilities Act (ADA) requirements. The park playground equipment upgrades include the procurement and installation of new ADA compliant play equipment and the
placement of pour-n-place rubberized safety surfacing in fall zones and entry points. The rubberized surfacing maintains ADA compliance and provides for required fall zone protection. The new play equipment will blend a variety of fitness themed play activities aimed at improving youth fitness and active playing with traditional play structures including the incorporation of a nautical theme.

Little Tikes is known for having a great reputation for high quality playground equipment. They have supplied and installed equipment for the City on several previous playground projects including locations such as Courreges, Fulton, Harper, Plavan, Allen and Vista View Park. Staff requested a quote from Little Tikes to provide and install the needed equipment through a public bid cooperative purchasing agreement through Sourcewell formerly National Joint Powers Alliance. The quote provided was not only consistent with Sourcewell pricing but we received a 20% discount through Little Tikes. As a result of this savings, we were able to acquire more amenities for the playground equipment, and was lower in the areas of the pour-in-place rubber surfacing resulting in an overall lower price than the cooperative purchase price. The equipment will be purchased utilizing the cooperative purchasing agreement No. 030117-LTS held by PlayPower LT Farmington, Inc., the manufacturer/national distributor for Little Tikes.

Section 2.36.070 section 4 of the Fountain Valley Municipal Code authorizes the Purchasing Manager to procure goods and services without formal bidding under the following circumstance: When participating in cooperative contracts with another government agency.

FINANCIAL ANALYSIS:

<table>
<thead>
<tr>
<th>Cordata Park Playground Equipment Upgrade Budget and Costs</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Budget (General Fund Capital)*</td>
<td>$200,000.00</td>
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<tr>
<td>Equip. Purchase and Install Contract (PlayPower – Little Tikes)</td>
<td>$194,743.05</td>
</tr>
<tr>
<td>ADA Improvements and Contingency</td>
<td>$5,256.95</td>
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<tr>
<td><strong>Total Anticipated Project Cost</strong></td>
<td><strong>$200,000.00</strong></td>
</tr>
</tbody>
</table>

* The funding for this project is made possible by Measure HH funds.

ALTERNATIVES:

**Alternative No. 1:**
Waive the bidding requirements per FVMC 2.36.070 section 4 and award a contract to PlayPower LT Farmington, Inc. (Little Tikes) in the amount of $194,743.05 for the procurement and installation of ADA accessible playground equipment and rubberized surfacing at Cordata Park. This is the recommended action.
Alternative No. 2:
Direct staff to advertise the project for competitive bids and do not award a contract to PlayPower LT Farmington, Inc. (Little Tikes) in the amount of $194,743.05 for the procurement and installation of ADA accessible playground equipment and rubberized surfacing at Cordata Park. This is not the recommended action as the Sourcewell process facilitates a simplified procurement process while maintaining the competitive bid objectives. Additionally, the pricing provided by Play Power (Little Tikes) was reduced further from the Sourcewell pricing providing the City with additional savings.

ATTORNEY REVIEW:

The Attorney for the City has approved the contract.

RECOMMENDED ACTION:

It is recommended that City Council approve Alternative No. 1, which is to waive the bidding requirements per FVMC 2.36.070 section 4 and award a contract to PlayPower LT Farmington, Inc. (Little Tikes) in the amount of $194,743.05 for the procurement and installation of ADA accessible playground equipment and rubberized surfacing at Cordata Park.

Prepared by: Regino DeAvila, Engineering Technician III/Project Manager
Reviewed by: Temo Galvez, Deputy Public Works Director/City Engineer
Approved by: Hye Jin Lee, Director of Public Works
Fiscal Review by: Jennifer Lampman, Finance Director/City Treasurer
Approved by: Rob Houston, City Manager

Attachment 1: Contract
A REEMENT FOR CONSULTANT SERVICES

Cordata Park Equipment Improvement Project

This AGREEMENT is made and effective as of the EFFECTIVE DATE, by and between the City of Fountain Valley, a municipal corporation ("CITY") and PlayPower LT Farmington, Inc. (Little Tikes), a California Corporation ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

. TERM

This AGREEMENT shall commence on May 12, 2020 ("EFFECTIVE DATE") and remain and continue in effect until all tasks described herein are completed but in no event later than December 1, 2020, unless sooner terminated or extended pursuant to the provisions of this AGREEMENT.

. SERVICES

CONSULTANT shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. CONSULTANT shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

. NOTICE TO PROCEED

CONSULTANT shall not perform any work or be entitled to any compensation under this AGREEMENT until a written Notice to Proceed is issued by CITY. The Notice to Proceed shall not issue unless and until CONSULTANT submits proof, satisfactory to CITY, of its procurement of appropriate insurance required by this AGREEMENT. The failure of CONSULTANT to submit proof of appropriate insurance within 10 days of the EFFECTIVE DATE is a material breach and shall constitute cause for immediate termination of this AGREEMENT by CITY.

. PERFORMANCE

CONSULTANT shall at all times faithfully, competently, and to the best of his/her/its ability, experience, and talent perform all tasks described herein. CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of CONSULTANT hereunder in meeting its obligations under this AGREEMENT.

. CITY MANAGEMENT

Director of Public Works or his designee shall represent CITY in all matters pertaining to the administration of this AGREEMENT, including review and approval of all products submitted by CONSULTANT, but not including the authority to enlarge the tasks to be performed or change the compensation due to CONSULTANT. The City Manager shall be authorized to act on CITY'S behalf and to execute all necessary documents that enlarge the tasks to be performed or change
CONSULTANT's compensation, subject to Section 6 hereof.

. PAYMENT

(a) CITY agrees to pay CONSULTANT in accordance with the payment rates, terms, and schedule of payment set forth in Exhibit A. This amount shall not exceed One Hundred Ninety Thousand One Hundred Thirty Eight and 66/100 Dollars ($190,138.66) ("TOTAL CONTRACT SUM") for the total term of this AGREEMENT unless additional payment is approved as provided in this AGREEMENT.

(b) CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT that are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. This written authorization requirement cannot be waived. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Manager and CONSULTANT at the time CITY's written authorization is given to CONSULTANT for the performance of said additional services. The City Manager's authority to approve additional compensation is subject to Fountain Valley Municipal Code section 2.36.110. Approval of additional compensation that exceeds the City Manager's authority as specified in Fountain Valley Municipal Code section 2.36.110 must be obtained from the City Council.

. PUBLIC OR

Notice is provided pursuant to Labor Code Section 1781 that all or a portion of the work contemplated in this AGREEMENT may constitute a "public work" as defined in Chapter 1, Part 7, and Division 2 of the Labor Code, to which Section 1771 applies. If all or a portion of the work contemplated under this AGREEMENT constitutes "public work," then CONSULTANT shall pay prevailing wages, unless exempt, on those portions of the work which require payment of prevailing wages under the prevailing wage laws (Labor Code, §§ 1720 et seq.), and shall comply with the following:

(a) Prevailing Wage Rates. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages can be found at http://www.dir.ca.gov/OPRL/PWD/index.htm and are on file at City Hall, which shall be made available to any interested party upon request. CONSULTANT shall post a copy of the determination of the director of the prevailing rate of per diem wages at each job site. Said per diem wages are deemed to include employer payments for health and welfare, pension, vacation and travel time, and subsistence pay, all in accordance with Section 1773.1 of the Labor Code.

(b) Payroll Records. The provisions of Section 1776 of the Labor Code regarding the preparation, maintenance, and filing of payroll records are applicable to this AGREEMENT. CONSULTANT and each subconsultant shall keep accurate payroll records showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the
actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him/her/it in connection with the public work. Certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or contain the same information. CONSULTANT'S AND ANY SUBCONSULTANT'S PAYROLL RECORDS SHALL BE SUBMITTED TO CITY ON A WEEKLY BASIS. CONSULTANT SHALL BE RESPONSIBLE FOR SUBMITTAL OF SUBCONSULTANT'S PAYROLL RECORDS. Additionally, CONSULTANT or subconsultant has ten (10) days in which to comply subsequent to receipt of a written notice requesting the records enumerated in Section 1776, subdivision (a), of the Labor Code. In the event that CONSULTANT or subconsultant fails to comply within the ten (10) day period, he/she/it shall, as a penalty to CITY, forfeit One Hundred Dollars ($100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. CITY may deduct this penalty from any monies due or that may become due CONSULTANT under this AGREEMENT.

(c) **Penalty.** CONSULTANT and any subconsultant under CONSULTANT shall, as a penalty to CITY, forfeit not more than Two Hundred Dollars ($200.00) for each calendar day, or portion thereof, for each worker paid (either by CONSULTANT or any subconsultant under CONSULTANT) less than the prevailing rate set forth herein on the work provided for in this AGREEMENT. CITY may deduct the penalty from any monies due or that may become due CONSULTANT under this AGREEMENT. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall also be paid to each worker by CONSULTANT or subconsultant, in accordance with Section 1775 of the Labor Code of the State of California.

(d) **Apprentices.** If applicable, the provisions of Labor Code Section 1777.5 requiring the use of apprentices in certain ratios to journeymen are hereby imposed upon CONSULTANT.

(e) **Legal Day's Work.** In the performance of this AGREEMENT, not more than eight (8) hours shall constitute a day's work, and CONSULTANT shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder except as provided in Labor Code Section 1815. CONSULTANT shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et seq.), of the Labor Code of the State of California, and it is agreed that CONSULTANT shall forfeit to CITY as a penalty the sum of Twenty-Five Dollars ($25.00) for each worker employed in the execution of this AGREEMENT by CONSULTANT or any subconsultant for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) week in violation of said article. CITY may deduct this penalty from any monies due or that may become due pursuant to this AGREEMENT.

### SUSPENSION OR TERMINATION OF A AGREEMENT IT OUT CAUSE

(a) CITY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon CONSULTANT, at least thirty (30) days prior, written notice. Upon receipt of
said notice, CONSULTANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If CITY suspends or terminates a portion of this AGREEMENT such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.

(b) In the event this AGREEMENT is terminated pursuant to this section, CITY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work performed is of value to CITY. Upon termination of the AGREEMENT pursuant to this section, CONSULTANT will submit an invoice to CITY detailing work performed up to the time of termination.

. DEFAULT OF CONSULTANT

(a) CONSULTANT's failure to comply with the provisions of this AGREEMENT shall constitute a default. In the event that CONSULTANT is in default for cause under the terms of this AGREEMENT, CITY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and can terminate this AGREEMENT immediately by written notice to CONSULTANT. If such failure by the CONSULTANT to make progress in the performance of work hereunder arises out of causes beyond CONSULTANT's control, and without fault or negligence of CONSULTANT, it shall not be considered a default.

(b) As an alternative to the procedure for immediate termination for default set forth in subparagraph (a), if CITY determines that CONSULTANT is in default in the performance of any of the terms or conditions of this AGREEMENT, CITY may in its discretion cause to be served upon CONSULTANT a written notice of the default and demand to cure. CONSULTANT shall have ten (10) calendar days after service upon it of said notice to cure the default by rendering a satisfactory performance. In the event that CONSULTANT fails to cure its default within such period of time, CITY shall have the right, notwithstanding any other provision of this AGREEMENT, to terminate this AGREEMENT without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity, or under this AGREEMENT.

. OWNERSHIP OF DOCUMENTS

(a) CONSULTANT shall maintain complete and accurate records with respect to the plans, specifications, estimates, drawings, design calculations, letters, reports, testing results, and other such information including as-built records as required by CITY that relate to the performance of services under this AGREEMENT. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of CITY or its designees at reasonable times to such books and records; shall give CITY the right to examine and audit said books and records; shall permit CITY to make copies and transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings,
and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion, termination, or suspension of this AGREEMENT all plans, specifications, engineer's estimates, and other documents prepared in the course of providing the services to be performed pursuant to this AGREEMENT shall become the sole property of CITY and may be used, reused, or otherwise disposed of by CITY without the permission of CONSULTANT. With respect to computer files, CONSULTANT shall make available to CITY, at CONSULTANT's office and upon reasonable written request by CITY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

. INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for CONSULTANT's services, to the fullest extent permitted by law, CONSULTANT shall indemnify, protect, defend, and hold harmless CITY and any and all of its officials, employees, and agents ("INDEMNIFIED PARTIES") from and against any and all losses, liabilities, damages, costs, and expenses, including attorney's fees and costs to the extent the same are caused in whole or in part by any negligent or wrongful act, error, or omission of CONSULTANT, its officers, agents, employees, or subconsultants (or any entity or individual that CONSULTANT shall bear the legal liability 'thereof') in the performance of professional services under this AGREEMENT. With respect to the design of public improvements, CONSULTANT shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in this AGREEMENT without the written consent of CONSULTANT. With respect to the duty to defend, if CONSULTANT is a design professional as defined in Civil Code Section 2782.8, in no event shall the cost to defend charged to the CONSULTANT exceed the CONSULTANT's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants in a suit is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the CONSULTANT shall meet and confer with other parties regarding unpaid defense costs.

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, CONSULTANT shall indemnify, defend, and hold harmless CITY, and any and all of its employees, officials, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, whether actual, alleged, or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this AGREEMENT by CONSULTANT or by any individual or entity for which CONSULTANT is legally liable, including but not limited to officers, agents, employees, or subconsultants of CONSULTANT.

(c) General Indemnification Provisions. CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subconsultant or any other person or entity

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involved by, for, with or on behalf of CONSULTANT in the performance of this AGREEMENT. In the event CONSULTANT fails to obtain such indemnity obligations from others as required here, CONSULTANT agrees to be fully responsible according to the terms of this section. Failure of CITY to monitor compliance with these requirements imposes no additional obligations on CITY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend CITY as set forth here is binding on the successors, assigns, or heirs of CONSULTANT and shall survive the termination of this AGREEMENT or this section. Nothing in this indemnity shall be construed as authorizing any award of attorney's fees in any action on or to enforce the terms of this Indemnity or AGREEMENT. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable.

(d) Indemnity Provisions for Contracts Related to Construction. This paragraph applies only when this AGREEMENT is related to construction. Without affecting the rights of CITY under any provision of this AGREEMENT, CONSULTANT shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY's active negligence accounts for only a percentage of the liability involved, the obligation of CONSULTANT will be for that entire portion or percentage of liability not attributable to the active negligence of CITY.

INSURANCE

Prior to performing any work or receiving any compensation under this AGREEMENT, CONSULTANT shall obtain, and thereafter maintain for the duration of this AGREEMENT, insurance coverage as specified in Exhibit B, attached hereto and incorporated herein as though set forth in full.

WARRANTY FOR GOODS

(a) If this AGREEMENT includes the purchase of equipment, supplies, or chattel (hereafter "GOODS"), CONSULTANT shall provide the following warranty of said GOODS, or obtain a warranty from the manufacturer and/or retailer with provisions equal to or exceeding those specified in this Section. In the event the manufacturer's warranty or retailer's warranty do not equal or exceed the protections specified in this Section, CONSULTANT agrees to provide said warranty protections. The warranty described hereunder extends to the original purchaser of the GOODS warranted under the warranty, and to each transferee of the GOODS. The term of this warranty begins on the date the GOODS are delivered to CITY, and continues therefrom. CONSULTANT warrants that:

1. The GOODS will function properly under normal use, will be of good workmanship, free from defect, of merchantable quality, and fit for CITY's intended use;

2. The GOODS will fully comply with any specifications provided by CITY and any samples or documentation provided by CONSULTANT;

3. The GOODS will be free of any security interests, liens, or encumbrances and CONSULTANT has title to the GOODS;
(4) The GOODS will not violate any intellectual property rights of any third party;

(5) The GOODS will be delivered free of the rightful claim of a third person by way of infringement; and

(6) The GOODS are merchantable in accordance with Commercial Code Section 2314.

(b) The warranty listed above is in addition to any other warranties made by CONSULTANT, the manufacturer, retailer, or imposed by law. All warranties will survive inspection and payment by CITY and are assignable to CITY’s successors and assigns. If any GOODS do not meet the warranty, CITY may, at CITY’s option, and without additional cost to CITY:

(1) Require CONSULTANT to repair or replace the GOODS until the GOODS meet the warranty. If CONSULTANT cannot replace the GOODS and repair either is not commercially practicable or cannot be made within three (3) days, CONSULTANT will refund the purchase price;

(2) Return any of the GOODS to CONSULTANT at CONSULTANT’s expense for a full refund;

(3) Correct the nonconformance and charge CONSULTANT for the costs to make the correction; or

(4) Engage a third party to provide substitute GOODS and charge CONSULTANT for the costs of obtaining the substitute GOODS from the third party.

. INDEPENDENT CONTRACTOR

(a) CONSULTANT is and shall at all times remain as to the CITY a wholly independent contractor. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT’s exclusive direction and control. Neither CITY nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT’s officers, employees, or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the CITY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatsoever against CITY, or bind CITY in any manner.

(b) No employee benefits shall be available to CONSULTANT in connection with the performance of this AGREEMENT. Except for the fees paid to CONSULTANT as provided in this AGREEMENT, CITY shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for CITY. CITY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder. In
addition to the indemnification provisions of Section 11, CONSULTANT shall indemnify, defend, and hold CITY harmless from claims or liability arising from CONSULTANT's employees for CITY benefits including, but not limited to, pension, health benefits, holiday, vacations, etc.

.  **LEGAL RESPONSIBILITIES**

CONSULTANT shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this AGREEMENT. CONSULTANT shall at all times observe and comply with all such laws and regulations. CITY, and its officers and employees, shall not be liable at law or in equity occasioned by failure of CONSULTANT to comply with this Section.

.  **POLITICAL REFORM ACT**

If the Political Reform Act requires CONSULTANT to file a Form 700, then CONSULTANT must file a Form 700 with full disclosure within 30 days of assuming office and thereafter must file an annual statement for each calendar year of this AGREEMENT.

.  **UNDUE INFLUENCE**

CONSULTANT declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of CITY in connection with the award, terms, or implementation of this AGREEMENT, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the CITY will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee, or agent of CONSULTANT, in connection with the award of this AGREEMENT or any work to be conducted as a result of this AGREEMENT. Violation of this section shall be a material breach of this AGREEMENT entitling CITY to any and all remedies at law or in equity.

.  **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of CITY, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with this AGREEMENT.

.  **RELEASE OF INFORMATION – CONFLICTS OF INTEREST**

(a) All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without CITY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or unless requested by the Attorney for the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information
concerning the work performed under this AGREEMENT or relating to any project or property located within the CITY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

(b) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions, or other discovery request, court order, or subpoena from any person or party regarding this AGREEMENT and the work performed thereunder or with respect to any project or property located within the CITY. CITY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide the opportunity to review any response to discovery requests provided by CONSULTANT. However, CITY’s right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

. SECURITY OF INFORMATION

CONSULTANT shall identify reasonably foreseeable internal and external risks to the privacy and security of personal information acquired during performance of this AGREEMENT that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of the information. CONSULTANT shall regularly assess the sufficiency of any safeguards and information security awareness training in place to control reasonably foreseeable internal and external risks, and evaluate and adjust those safeguards in light of the assessment.

. NOTICES

Any notices which either party may desire to give to the other party under this AGREEMENT must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

CITY
City of Fountain Valley
10200 Slater Avenue
Fountain Valley, California 92708
Attention: City Clerk

CONSULTANT
PlayPower LT Farmington, Inc.
P.O. Box 1909
Huntington Beach, California 92647
Attention: Cindy Grabow

. ASSIGNMENT

CONSULTANT shall not assign the performance of this AGREEMENT, nor
any part thereof, nor any monies due hereunder, without the prior written consent of CITY.

☐ [Check if Applicable] CONSULTANT shall provide CITY fourteen (14) days' notice prior to the departure of any key personnel from CONSULTANT's employ. Should key personnel leave CONSULTANT's employ, CITY shall have the option to immediately terminate this AGREEMENT, within three (3) days of the close of said notice period. Upon termination of this AGREEMENT, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and CONSULTANT.

☐ [Check if Applicable] Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, only ("PRINCIPAL") shall perform the services described in this AGREEMENT. PRINCIPAL may use assistants, under his/her direct supervision, to perform some of the services under this AGREEMENT. CONSULTANT shall provide CITY fourteen (14) days' notice prior to the departure of PRINCIPLE from CONSULTANT's employ. Should he or she leave CONSULTANT's employ, CITY shall have the option to immediately terminate this AGREEMENT, within three (3) days of the close of said notice period. Upon termination of this AGREEMENT, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between CITY and CONSULTANT.

. LICENSES

At all times during the term of this AGREEMENT, CONSULTANT shall have in full force and effect, all licenses required of it by law for the performance of the services described in this AGREEMENT including, but not limited to, a Fountain Valley business license.

. O ERNIN LA

CITY and CONSULTANT understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this AGREEMENT and also govern the interpretation of this AGREEMENT. Any litigation concerning this AGREEMENT shall take place in Orange County Superior Court or Central District of California Federal District Court.

. ENTIRE A REEMENT

This AGREEMENT contains the entire understanding between the parties relating to the obligations of the parties described in this AGREEMENT. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this AGREEMENT and shall be of no further force or effect. Each party is entering into this AGREEMENT based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.
. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

CONSULTANT is bound by the contents of CITY's Request for Proposals and the contents of the Proposal submitted by CONSULTANT. In the event of conflict, this AGREEMENT shall take precedence over CITY's Request for Proposals and CONSULTANT's Proposal; and CITY's Request for Proposals shall take precedence over CONSULTANT's Proposal. No limitation of CONSULTANT's liability, waiver of rights of CITY, or release of rights or remedies held by CITY, contained in CONSULTANT's Proposal shall be of any force or effect.

. INTERPRETATION

In the event of conflict or inconsistency between this AGREEMENT and any other document, including any proposal or Exhibit hereto, this AGREEMENT shall control unless a contrary intent is clearly stated. This AGREEMENT shall be interpreted as though drafted by all parties hereto.

. MODIFICATION

No modification to this AGREEMENT shall be effective unless it is in writing and signed by authorized representatives of the parties hereto. The written modification requirement cannot be waived.

. ATTORNEY FEES

In any action or proceeding brought by either party against the other party arising out of or in any way connected to this AGREEMENT, or where any provision hereof is validly asserted as a defense, the parties shall bear their own attorney's fees, costs, and expenses. Nothing in this provision shall excuse CONSULTANT's duty to provide CITY with a defense at CONSULTANT's cost when CITY receives a complaint, petition, or other pleading from a third party requiring CITY to defend itself.

. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this AGREEMENT on behalf of CONSULTANT warrants and represents that he/she/they has the authority to execute this AGREEMENT on behalf of CONSULTANT and has the authority to bind CONSULTANT to the performance of his/her/its obligations hereunder.
IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CITY OF FOUNTAIN ALLEY

__________________________
Cheryl Brothers, Mayor

ATTEST:

__________________________
City Clerk

Approved as to Form:

ARPER BURNS LLP

__________________________
Attorneys for the City

CONSULTANT

Signature

Typed Name

Title

Corporate seal (or attach Notary acknowledgment)
# Quotation

**PlayPower LT Farmington, Inc.**

Contact PlayPower LT Farmington at 800-325-8828  
Sales Person: CINDY GRABOW  
Pacific Park and Playground

## Site Location

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<td>LTCP-INSTALL</td>
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</table>

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<th>Date</th>
<th>Version</th>
<th>Description</th>
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<td>8/1/2019</td>
<td>2</td>
<td>2228 SQ/FT SPECTRATURF POUR IN PLACE SURFACING 50%/BLACK/50% STANDARD COLOR, 1651 SQ/FT AT 3.5” THICKNESS &amp; 577 SQ/FT AT 2.5” THICKNESS.</td>
</tr>
<tr>
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<tr>
<th>Quote #</th>
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<tbody>
<tr>
<td>2140020070</td>
<td>8/1/2019</td>
<td>2</td>
<td>SITE WORK: MOBILIZATION, TEMPORARY FENCING, CONTAINERS, DEMO &amp; DISPOSAL OF EXISTING EQUIPMENT, MOVING OF SAND ON SITE TO ENABLE INSTALLATION.</td>
</tr>
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<td></td>
<td></td>
<td>LTCP-SITE WORK</td>
</tr>
</tbody>
</table>

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**Please Note:** Grand total cost is listed on page two

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**Page 156**
|   | LTCPS-SUBBASE | INSTALLATION OF 2348 SQ/FT OF CONCRETE SUBBASE FOR POUR IN PLACE INCLUDING TURN DOWN CURBS | 11,251.4000 | 11,251.40 |

PLEASE NOTE: GRAND TOTAL COST IS LISTED ON PAGE TWO

Page 2 of 4
ENTER SHIP TO ADDRESS IF DIFFERENT FROM SITE ADDRESS.

Credit Report Required: No

Special Instructions: Terms: Net 30 days

PURCHASE ORDER INFORMATION IS AT THE TOP OF THE FIRST PAGE OF THE QUOTATION.

***DISCOUNT AND FREE FREIGHT ARE PER SOURCEWELL CONTRACT #030117-LTS. SOURCEWELL MEMBER #62,029.***

INSTALLATION IS QUOTED AT PREVAILING WAGE RATES.

SPECTRATURF REFERS TO THE MANUFACTURERS STATED FALL HEIGHT OF THE EQUIPMENT WHEN DETERMINING WHAT THICKNESS TO QUOTE FOR THE SPECTRATURF SAFETY SURFACING.

QUOTE DOES NOT INCLUDE ANY REPLACEMENT OF SAND.

PRICE DOES NOT INCLUDE OVERNIGHT SECURITY DURING THE CURING PERIOD. SECURITY IS TO BE PROVIDED BY OTHERS. PLEASE BE ADVISED THAT OVERNIGHT SECURITY IS RECOMMENDED ON MOST PROJECTS. SHOULD ANY ONE JUMP THE TEMPORARY FENCING AND WALK ON THE SURFACING BEFORE IT HAS BEEN CURED, THERE WILL BE AN ADDITIONAL COST TO REPAIR THE DAMAGE.

IN THE EVENT THAT A CHANGE IN COLOR, COLOR PERCENTAGE, THICKNESS OR SQUARE FOOTAGE IS REQUESTED, A REVISED PROPOSAL AND PURCHASE ORDER WILL BE REQUIRED BEFORE INSTALLATION CAN BEGIN.

THANK YOU!

This Quote shall not become a binding contract until signed and delivered by both Customer and PlayPower LT Farmington Inc ("PPLT"). Sales Representative is not authorized to sign this Quote on behalf of PPLT or Customer, and signed Quotes cannot be accepted from Sales Rep. To Submit this offer, please sign below forward a complete signed copy of this Quote directly to "PPLT Sales Administrator" via fax (573)760-7454 or (573)760-7465 or email outdcoardas@LTCFSp.com. Upon acceptance, PPLT will return a fully-signed copy of the Quote to Customer with copy to Sales Representative via fax or email. THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. PPLT objects to any other terms proposed by Customer, In writing or otherwise, as material alterations, all such proposed terms shall be void. Customer authorizes PPLT to ship the Equipment and agrees to pay PPLT the total amount specified. Shipping terms are F003 the place of shipment via common carrier designated by PPLT. Payment terms are Net-30 days from invoice date with approved credit all charges are due and payable in full at P.O. Box 20471, Dallas, TX 75320-4713, unless notified otherwise by PPLT in writing. Customer agrees to pay all additional service charges for pastdue invoices. Customer must provide proper tax exemption certificates to PPLT, shall promptly pay discharge all otherwise applicable taxes, license fees, levies, other impositions on the equipment at its own expense. Equipment quote valid for 90 days, freight/labor prices subject to change. Install/labor quoted is not at prevailing wages rates unless specifically noted.

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY PPLT.

Submitted By: (Signature) Printed Name and Title Date

The foregoing quote and offer are hereby approved and accepted by PPLT.

By: ___________________________ Date ___________________________

Quote #: 2140020076

PLEASE NOTE: GRAND TOTAL COST IS LISTED ON PAGE TWO

Page 3 of 4
ADDITIONAL TERMS AND CONDITIONS OF SALE

1. Use and Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfaces around the Equipment, in accordance with PPLT's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies. Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, PPLT shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with PPLT to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by PPLT of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys' fees plus any costs of collection incurred by PPLT in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to PPLT as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by PPLT within ten (10) days after the date on which due...

3. Limitation of Warranty/Indemnity. PPLT MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. PPLT SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE PPLT HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMER'S ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH PPLT'S INSTALLATION AND OWNER'S MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be let, sublicensed or leased under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to PPLT, and PPLT hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that PPLT may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and PPLT shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title, Risk of Loss; Insurance. PPLT retains title to all Equipment until full payment is received by PPLT. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause. Occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. PPLT may waive a default hereunder, or under any invoice or other agreement between Customer and PPLT, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by PPLT. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to PPLT hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereto.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders, constitutes the complete and exclusive agreement between the parties. Change Orders are a written instrument signed by the Customer and PPLT, stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document, retransmission of any signed facsimile or other electronic transmission, shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

PLEASE NOTE: GRAND TOTAL COST IS LISTED ON PAGE TWO
EX IBIT B

INSURANCE SPECIFICATIONS

Without limiting CONSULTANT’s indemnification of CITY, and prior to performing any work under this AGREEMENT or receiving any compensation, CONSULTANT shall obtain, provide and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described below and in a form that is satisfactory to CITY.

General liability insurance. CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000.00 dollars per occurrence, $2,000,000.00 dollars general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.

☑ Check if Applicable Automobile liability insurance. CONSULTANT shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of CONSULTANT arising out of or in connection with the work to be performed under this AGREEMENT, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than $1,000,000.00 dollars combined single limit for each accident.

☑ Check if Applicable or ers compensation insurance. CONSULTANT shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least $1,000,000.00 dollars). CONSULTANT shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees, and volunteers.

☐ Check if Applicable Umbrella or excess liability insurance. CONSULTANT shall obtain and maintain an umbrella or excess liability insurance policy with limits of not less than $4,000,000.00 dollars that will provide bodily injury, personal injury, and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer’s liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall “follow form” to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

☐ [Check if Applicable] Professional liability errors omissions insurance. CONSULTANT shall maintain professional liability insurance that covers the services to
be performed in connection with this AGREEMENT, in the minimum amount of $1,000,000.00 dollars per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this AGREEMENT and CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this AGREEMENT.

☐ [Check if Applicable] Pollution liability insurance. Environmental Impairment Liability Insurance shall be written on CONSULTANT’s Pollution Liability form or other form acceptable to CITY providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than $1,000,000.00 dollars per claim and in the aggregate. All activities contemplated in this AGREEMENT shall be specifically scheduled on the policy as “covered operations.” The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites. Products/completed operations coverage shall extend a minimum of three years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed “by or on behalf” of the insured. Policy shall contain no language that would invalidate or remove the insurer’s duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The CITY, its officials, officers, agents, and employees, shall be included as insureds under the policy.

☐ [Check if Applicable] Explosion, collapse, underground insurance. CONSULTANT shall furnish a copy of a public liability and property damage insurance policy with “XCU” or equivalent coverage in an amount not less than $1,000,000.00 dollars per person and $2,000,000.00 dollars per occurrence for personal injury. The limit of property damage liability shall be no less than $1,000,000.00 dollars for each occurrence as payment for damages to property which may result from or be caused by such public display of fireworks and arising from any acts of the CONSULTANT, its agent, employees, or subcontractors presenting such public display. CITY, its officers, agents, and employees shall be additional insureds under the policy. CONSULTANT shall not cancel the insurance coverage without fifteen (15) days prior written notice to the State Fire Marshal.

Proof o insurance. CONSULTANT shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers’ compensation. Insurance certificates and endorsement must be approved by CITY prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. CONSULTANT shall procure and maintain for the duration of the AGREEMENT insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of this
AGREEMENT by CONSULTANT, his/her/its agents, representatives, employees, or subconsultants. If this AGREEMENT involves construction, CONSULTANT must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

**CITY’s rights on enforcement.** In the event any policy of insurance required under this AGREEMENT does not comply with these specifications or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT’s payments. In the alternative, CITY may cancel this AGREEMENT.

**Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance 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. Notwithstanding the foregoing, XCU insurance shall have a rating of at least B-VI.

**A i e r o subrogation.** All insurance coverage maintained or procured pursuant to this AGREEMENT shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow CONSULTANT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

**Enforcement of contract provisions non estoppel.** CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of CITY to inform CONSULTANT of noncompliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.

**Specifications not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

**Notice of cancellation.** CONSULTANT agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

**Additional insured status.** General liability policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess liability
policies. Coverage available to the additional insured shall be primary and non-contributory.

Agency’s right to re-ise specifications. CITY reserves the right at any time during the term of the AGREEMENT to change the amounts and types of insurance required by giving CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to CONSULTANT, CITY and CONSULTANT may renegotiate CONSULTANT’s compensation.

Self insured retentions. Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.

Timely notice of claims. CONSULTANT shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT’s performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. CONSULTANT shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.
CITY OF FOUNTAIN VALLEY
CITY COUNCIL
COUNCIL ACTION REQUEST

To: Honorabe Mayor and
Members of the City Council

Agenda Date: May 12, 2020

SUBJECT: Approval of Additional Funds for the Agreement with Liebert Cassidy Whitmore (LCW) for Specialized Legal Services Relating to Personnel Matters

EXECUTIVE SUMMARY:
Liebert Cassidy Whitmore has provided specialized legal services relating to personnel matters to the City for many years. On July 1, 2019, the City entered into a three (3) year contract for services, expiring June 30, 2022. The renewal agreement contains language that the contract is not to exceed $50,000 as the City Manager's authority to approve additional compensation is subject to Fountain Valley Municipal Code section 2.36.110. Since entering into the contract on July 1, 2019, the City has paid out approximately $49,350 dollars, leaving a City Manager contract authority balance of approximately $650 available for the remainder of the contract. The City is seeking Council's approval of an additional $120,000 for the remainder of the three (3) year contract term.

DISCUSSION:
Liebert Cassidy Whitmore (LCW) is one of California's preeminent public management employment law firms specializing in labor, employment, and education law with over 70 attorneys in five offices. As a result of the firm's expert knowledge of the law in personnel issues, it is able to provide quick and accurate answers to staff and provides labor legal assistance to 74% of California cities, 90% of California counties, 90% of California's community colleges, and various special districts. In addition, staff conducted a survey of Orange County cities to determine local use of LCW services. The City currently contracts directly with LCW for more complex employment issues which require more in-depth work including employee disciplinary matters, leave and benefit rights, and workplace investigations, and the continued need for services past the City Manager's contract authority is the basis of this report.

Charges for legal services will vary depending on the number and type of personnel matters the City is addressing during a given fiscal year. Each fiscal year, Human Resources sets aside a portion of their overall budget for specifically for Legal Services. The bulk of the funds expended in the 2019/2020 fiscal year are a direct result of an employment termination appeal, with over $20,000 billed in the months of March and April.
of 2020. This type of costly termination appeal is the exception, not the norm, for the City. While the City anticipates exceeding the City Manager’s contract authority, the amount needed for Legal Services will not exceed Human Resources allocated funds for legal services. Approving the additional funds of $120,000 for the remainder of the three (3) year contract would allow the City to continue utilizing LCW’s services on complex personnel matters but has no overall budgetary impact.

The following table shows the current and future rates for all levels of attorneys, with the City’s designated contact attorney, Jennifer Rosner, billed as a Partner.

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<tbody>
<tr>
<td>Associates</td>
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<tr>
<td>Senior Counsel</td>
<td>$320.00 per hour</td>
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<td>$80.00 to $170.00 per hour</td>
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<td>$240.00 per hour</td>
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<tr>
<td>Photocopies</td>
<td>$0.15 per copy</td>
</tr>
</tbody>
</table>

Consultant reviews its hourly rates on an annual basis and if appropriate, adjusts them effective January 1. Consultant will provide the City with written notification of any adjustment in the range of rates. Rates are billed in minimum of one-tenth of an hour.

FINANCIAL ANALYSIS:
There are sufficient funds allocated in the Human Resources 2019/2020 and 2020/2021 budget to cover the costs associated with this professional services agreement. No amendment to the budget is necessary.

ATTORNEY REVIEW:
In 2019 when the three (3) year contract was put into place, the Attorneys for the City reviewed and approved the professional services agreement.
ALTERNATIVES:

Alternative No.1: Approve the additional funds of $120,000 for the remainder of the Agreement for professional services with Liebert Cassidy Whitmore.

Alternative No. 2: Do not approve the additional funds of $120,000 for the remainder of the Agreement professional services agreement with Liebert Cassidy Whitmore.

RECOMMENDATION:

Staff recommends the approval of the additional $120,000 for the professional services contract with Liebert Cassidy Whitmore for specialized services related to personnel matters through June 30, 2022.

Prepared By: Chelsea Phebus, Human Resources Director
Approved By: Rob Houston, City Manager
Attachment: Agreement for Professional Services – Liebert Cassidy Whitmore
AMENDMENT NO. 1 TO CON-XX-XX
LIEBERT CASSIDY WHITMORE SERVICES

This FIRST AMENDMENT to CON-XX-XX is made and entered into this 12th day of May, 2020, by and between the City of Fountain Valley, a municipal corporation (hereinafter "CITY") and Liebert Cassidy Whitmore, a professional corporation (hereinafter "CONSULTANT").

Recitals

WHEREAS, CITY and CONSULTANT previously entered into an Agreement for employment related legal services CON-XX-XX dated July 1, 2019, ("AGREEMENT"); and

WHEREAS, the AGREEMENT was for a not-to-exceed amount of $50,000; and

WHEREAS, work on an employment litigation matter consumed most of the funds allocated in the AGREEMENT; and

WHEREAS, the parties do now desire to amend the AGREEMENT to approve additional funding for CONSULTANT to continue providing employment related legal services through the remainder of the term of the AGREEMENT ("FIRST AMENDMENT").

NOW, THEREFORE, the parties hereto agree as follows:

1. That the compensation provided to CONSULTANT shall be increased by an amount not to exceed $120,000.

2. Except as provided in this FIRST AMENDMENT, all other terms and conditions of the AGREEMENT shall remain in effect.

In witness whereof, the parties hereto have entered into this FIRST AMENDMENT the date and year first above written.

ATTEST: CITY OF FOUNTAIN VALLEY

City Clerk Mayor

APPROVED AS TO FORM: LIEBERT CASSIDY WHITMORE

Attorney for the City

By:
Its:
CITY OF FOUNTAIN VALLEY
CITY COUNCIL
COUNCIL ACTION REQUEST

TO: Honorable Mayor and Members of the City Council

Agenda Date: May 12, 2020

SUBJECT: Public Hearing to consider two appeals of the Planning Commission decision to adopt Resolution 19-38, approving Conditional Use Permit No. 1864, filed by Khosro Habibi to modify the existing car wash operations to allow for an automated express car wash and to add 14 new self-service vacuum/detailing stations located at 10035 Ellis Avenue.

EXECUTIVE SUMMARY:

Due to the ongoing developments with the COVID-19 virus and the Governor's March 19th directive, both appellants have agreed to continue the public hearing until at least June 16, 2020. Staff received an email (Attachment #1) from Kevin Monson, attorney for Richard Wilbur (Appellant #2), to continue the appeal at the earliest, until June. Subsequently, staff emailed Paige Gosrey, attorney for Khosro Habibi (Appellant #1) and they were in agreement to continue the appeal until June (Attachment #2).

Staff recommends that the City Council continue the public hearing regarding the appeal of Conditional Use Permit No. 1864, filed by Khosro Habibi to modify the existing car wash operations to allow for an automated express car wash and to add 14 new self-service vacuum/detailing stations located at 10035 Ellis Avenue to the date specific of June 16, 2020.

PUBLIC NOTICE:

This item was published in the Fountain Valley View and public notices were posted at City Hall, Recreation Center, and Fountain Valley Library.

RECOMMENDED ACTION:

Staff recommends that the City Council continue the two appeals of Conditional Use Permit No. 1864, filed by Khosro Habibi to modify the existing car wash operations to allow for an automated express car wash and to add 14 new self-service vacuum/detailing stations located at 10035 Ellis Avenue to the City Council meeting date of June 16, 2020.

Prepared By: Matt Jenkins, Senior Planner
Approved By: Brian James, Planning and Building Director
Approved by: Robert Houston, City Manager

Attachments: 1. Email from Kevin Monson
2. Email from Paige Gosrey
Attachment # 1

From: Kevin Monson
To: Matt Jenkins
Subject: May 12th City Council Meeting
Date: Saturday, April 11, 2020 4:19:06 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Matt:

I am in receipt of the e-mail to you from Warren Caves (who is 71 years of age). Since receiving Mr. Caves' e-mail, I have been contacted by Richard Wilbur (owner of Valley Gardens Center) who is 83 years of age. I don't know about Mr. Caves, but Mr. Wilbur has several underlying medical conditions that make him especially susceptible to the Covid 19 virus. I have also been contacted by residents of the Chateau Blanc community who, like Mr. Caves and Mr. Wilbur, are (please excuse the pun) dead serious about staying home during this pandemic. I don't know how the car wash appeal to the City Council can go forward on May 12 while the entire state, including Fountain Valley, is under the governor's order to stay home. The fact that the offices of the City of Fountain Valley are closed due to the pandemic seems evidence enough to avoid any risk of infection. May 12 is simply cutting it too close and is unreasonably risky.

On behalf of Valley Gardens Center and Mr. Wilbur, I request that the car wash appeal be postponed to, at the earliest, the June meeting of the City Council.

Regards, Kevin Monson

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From: wcaves@sbcglobal.net <wcaves@sbcglobal.net>
Sent: Thursday, April 9, 2020 3:09 PM
To: 'Matt Jenkins' <Matt.Jenkins@fountainvalley.org>; 'Paige H. Gosney' <Paige.Gosney@GreshamSavage.com>; 'Kevin Monson' <kevinemonson@hotmail.com>  
Cc: 'Khosro Habibi' <fountainvalleyautowash@gmail.com>; 'Scott Wilbur' <scottwca@gmail.com>; 'Richard Wilbur' <diercwca@gmail.com>; 'Brian Dauk' <briandauk@gmail.com>; 'Brian James' <brian.James@fountainvalley.org>
Subject: RE: May 12th City Council Meeting

Hello All,

There is currently an Executive Order N-33-20 in place issued on March 19, 2020 directing residents to stay at home until further notice. In light of this order, I would be in favor of rescheduling the Appeal Hearing until at least the Executive Order is lifted. For now I would recommend June 16th
and as the date approaches a final decision is made based on conditions at the time.

**Stay home except for essential needs**
Everyone in California is required to stay home except to get food, care for a relative or friend, get necessary health care, or go to an essential job. If you go out, stay at least 6 feet away from other people. This order began Thursday, March 19, 2020 and is in place until further notice.

Warren Caves

---

**From:** Matt Jenkins <Matt.Jenkins@fountainvalley.org>
**Sent:** Thursday, April 9, 2020 2:19 PM
**To:** Paige H. Gosney <Paige.Gosney@GreshamSavage.com>; Kevin Monson <kevinemonson@hotmail.com>
**Cc:** 'Khosro Habil' <fountainvalleyautowash@gmail.com>; Scott Wilbur <scottwcagmail.com>; Richard Wilbur <dickwcagmail.com>; Brian Dauk <briandaugmail.com>; Warren Caves <wcaves@sbcglobal.net>; Brian James <Brian.James@fountainvalley.org>
**Subject:** May 12th City Council Meeting

Hello All,

As it stands now, we anticipate the City Council appeal hearing for the Autowash to go before the May 12th City Council meeting. Is there any objections to this? As we all know a lot can change in a month as we receive daily COVID 19 updates.

There was an FV Council meeting this Tuesday, in the Council Chambers and the public was allowed to attend, practicing social distancing and following safety procedures, with all Council Members attending in person.

The Council's usual meeting schedule is on the 1st and 3rd Tuesday of every month. May 12th was a compromise in the middle so to only have one (1) meeting in May. Should a request be made to continue the item to a future date, the possible options would be June 2nd and June 16th; unless a different meeting date is selected by Council.

Matt Jenkins
Senior Planner
City of Fountain Valley

*City Hall is open for business. However, to protect the health of our customers and employees, City Hall will be closed to direct public contact and interaction until the health emergency has passed. Plans and applications are still accepted at City Hall but will be quarantined for 24 hours. We are ready to assist you remotely so please contact Planning and Building Department staff by the following means:*

- General email – planning.building@fountainvalley.org

- Websites:
  - Planning: https://www.fountainvalley.org/340/Planning-Building
  - Housing: https://www.fountainvalley.org/327/Housing-Community-Development
  - Building: https://www.fountainvalley.org/393/Building-Division

Please be specific in your inquiry, provide detailed information, and include an address or location. A staff member will assist you as soon as possible. Thank you for your understanding during this unique time.
Attachment #2

From: Paige H. Gosney
To: Matt Jenkins; 'Khosro Habibi'
Subject: RE: Nay 12th City Council Meeting
Date: Monday, April 13, 2020 12:00:01 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.
Matt:

Thanks for passing this along. We are agreeable to continuing the appeal hearing to June.

I hope all is well.

Paige

From: Matt Jenkins [mailto:Matt.Jenkins@fountainvalley.org]
Sent: Monday, April 13, 2020 11:49 AM
To: Paige H. Gosney; 'Khosro Habibi'
Subject: FW: May 12th City Council Meeting

Hello Paige,

Received this email regarding VGC’s request to extend the appeal hearing to June.

We are in agreement on the continuance but this will require the City Council to approve a continuance since they continued the meeting to a date specific of May 12.

Let me know your thoughts.

Matt Jenkins
Senior Planner
City of Fountain Valley

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From: Kevin Monson <kevinemonson@hotmail.com>
Sent: Saturday, April 11, 2020 4:19 PM
To: Matt Jenkins <Matt.Jenkins@fountainvalley.org>
Subject: May 12th City Council Meeting

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Matt:

I am in receipt of the e-mail to you from Warren Caves (who is 71 years of age). Since receiving Mr. Caves' e-mail, I have been contacted by Richard Wilbur (owner of Valley Gardens Center) who is 83 years of age. I don't know about Mr. Caves, but Mr. Wilbur has several underlying medical conditions that make him especially susceptible to the Covid 19 virus. I have also been contacted by residents of the Chateau Blanc community who, like Mr. Caves and Mr. Wilbur, are (please excuse the pun) dead serious about staying home during this pandemic. I don't know how the car wash appeal to the City Council can go forward on May 12 while the entire state, including Fountain Valley, is under the governor's order to stay home. The fact that the offices of the City of Fountain Valley are closed due to the pandemic seems evidence enough to avoid any risk of infection. May 12 is simply cutting it too close and is unreasonably risky.

On behalf of Valley Gardens Center and Mr. Wilbur, I request that the car wash appeal be postponed to, at the earliest, the June meeting of the City Council.

Regards, Kevin Monson
Hello All,

There is currently an Executive Order N-33-20 in place issued on March 19, 2020 directing residents to stay at home until further notice. In light of this order, I would be in favor of rescheduling the Appeal Hearing until at least the Executive Order is lifted. For now I would recommend June 16th and as the date approaches a final decision is made based on conditions at the time.

Stay home except for essential needs
Everyone in California is required to stay home except to get food, care for a relative or friend, get necessary health care, or go to an essential job. If you go out, stay at least 6 feet away from other people. This order began Thursday, March 19, 2020 and is in place until further notice.

Warren Caves

---

Hello All,

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City of Fountain Valley

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  - Building: https://www.fountainvalley.org/393/Building-Division

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Paige H. Gosney
Senior Associate

Gresham Savage Nolan & Tilden, PC
550 East Hospitality Lane, Suite 300
San Bernardino, CA 92408
Office: (909) 723-1788 Ext.
Fax: (909) 890-0687
www.GreshamSavage.com
paige.gosney@greshamsavage.com
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2. Notice re Tax Advice. Any tax advice contained in this email, including any attachments, is not intended or written to be used, and cannot be used, by you or any other recipient for the purpose of (a) avoiding penalties that may otherwise be imposed by the IRS, or (b) supporting, promoting, marketing, or recommending any transaction or matter to any third party.

3. Transmission of Viruses. Although this communication, and any attached documents or files, are believed to be free of any virus or other defect, it is the responsibility of the recipient to ensure that it is virus free, and the sender does not accept any responsibility for any loss or damage arising in any way from its use.

4. Security of Email. Electronic mail is sent over the public internet and may not be secure. Thus, we cannot guarantee the privacy or confidentiality of such information.
To: Honorable Mayor and Members of the City Council

Agenda Date: May 12, 2020

SUBJECT: 1) Make factual findings based on substantial evidence in record that: (A) Vasilij received, reviewed, and acknowledged Addendum No. 1 before submitting its bid, (B) Vasilij reviewed and acknowledged Addendum No. 1 before the close of bids and did not withdraw its bid; and (C) Vasilij properly bid on the Project as amended by Addendum No. 1; 2) Determine Vasilij is bound by its bid and may not withdraw its bid; 3) Direct Staff to forfeit Vasilij’s bid bond in the event Vasilij attempts to withdraw its bid; 4) Find that the failure to submit a paper copy of the Addendum No. 1 with the bid was inconsequential because the evidence shows Vasilij bid on the Project as amended by Addendum No. 1 and is bound by that bid, and waive any irregularity caused by Vasilij’s failure to submit a signed paper copy of Addendum No. 1; 5) Reject GRFCO’s bid protest 6) Accept the bids and award a contract to Vasilij, Inc. in the amount of $2,093,676; 7) Accept the proposal and award a contract to Group Delta Consultants, Inc. in the amount of $30,539 to provide professional services for material testing and geotechnical services; and 8) Amend the project budget in the Sewer Fund (Fund 32) in the amount of $198,740 for the Sewer System Replacement, Project No. SF620-4.

EXECUTIVE SUMMARY:

On March 30, 2020, the City received three (3) bids for the Sewer System Replacement Project, Project No. SF620-4. The low bid in the amount of $2,093,676 was submitted by Vasilij, Inc. Additionally, Group Delta, Inc. submitted a proposal in the amount of $30,539 to provide professional services for material testing and geotechnical services. The project includes structural replacement work of 2,700 linear feet of sewer lines, 3,300 feet of sewer lining and manhole rehabilitation at 29 locations Citywide. Construction is scheduled to begin June 2020 and be completed by December 2020. This project is funded entirely by the Sewer Fund (Fund 32).

Due to recent increases in construction material costs and high demand for sewer infrastructure work, the three bids received exceeded the engineer’s estimate of $1,398,000, with a range from $2,093,676 to $4,230,200. Staff’s research found there to be a low probability of receiving a lower qualified bid as various construction contractors
have confirmed that the recent bids are a reflection of the current bidding climate, which is likely to be sustained for the foreseeable future.

During the bid process, City issued Addendum No. 1 (attached), which was sent via email and though the online bid service “Planet Bids.” The Addendum required bidders to sign and acknowledge receipt of the Addendum and submit it with their bid packet. The low bid contractor, Vasilij, acknowledged the Addendum through the Planet Bids’ website, but failed to sign and submit a paper copy with its bid packet. GRFCO filed a written protest (attached), arguing that the City must reject Vasilij’s bid as non-responsive because Vasilij did not submit a signed paper version of the Addendum with its bid. The evidence gathered by Staff establishes that Vasilij reviewed and acknowledged Addendum No. 1 and that Vasilij’s bid included, and was based on, Addendum No. 1. Vasilij was bound by its bid and could not withdraw its bid as the failure to submit a signed paper copy of Addendum No. 1 was inconsequential and would not constitute a reason to withdraw the bid. Therefore, Staff recommends Council waive the failure to submit a paper copy of the bid as a minor irregularity under Fountain Valley Municipal Code Section 2.36.030 and reject GRFCO’s bid protest.

A budget amendment in the amount of $198,740 is required to complete Project SF 620-4. There are adequate funds in the Sewer Fund (Fund 32) to facilitate this amendment and maintain a sustainable and responsible sewer Capital Improvement Program (CIP).

Staff is recommending that the City Council:

1) Make factual findings based on substantial evidence in record that:
   (A) Vasilij received, reviewed, and acknowledged Addendum No. 1 before submitting its bid,
   (B) Vasilij reviewed and acknowledged Addendum No. 1 before the close of bids and did not withdraw its bid; and
   (C) Vasilij properly bid on the Project as amended by Addendum No. 1;
2) Determine Vasilij is bound by its bid and may not withdraw its bid;
3) Direct Staff to forfeit Vasilij’s bid bond in the event Vasilij attempts to withdraw its bid;
4) Find that the failure to submit a paper copy of the Addendum No. 1 with the bid was inconsequential because the evidence shows Vasilij bid on the Project as amended by Addendum No. 1 and is bound by that bid, and waive any bid irregularity caused by Vasilij’s failure to submit a signed paper copy of Addendum No. 1;
5) Reject GRFCO’s bid protest
6) Accept the bids and award a contract to Vasilij, Inc. in the amount of $2,093,676;
7) Accept the proposal and award a contract to Group Delta Consultants, Inc. in the amount of $30,539 to provide professional services for material testing and geotechnical services; and
8) Amend the project budget in the Sewer Fund (Fund 32) in the amount of $198,740 for the Sewer System Replacement, Project No. SF620-4.
DISCUSSION:

The City owns, maintains, and operates 140 miles of sewer pipe network, including 2,600 sewer manhole facilities, and the City collects and conveys to Orange County Sanitation District over 6 million gallons of sewer discharge per day. This sewer line network serves approximately 9 square miles of the City's residential and commercial customers.

The City's adoptec Sewer Master Plan identifies these sewer main lines and manhole improvements as high priority improvements primarily to reduce the chances of a sanitary sewer overflow, and to address sewer line structural deficiencies at high-risk areas.

A number of the project sites contained within the recently bid project scope were locations identified to be included in the FY 15/16 list of projects. In further reviewing the capital project schedule internally, as well as looking for opportunities to benefit from economies of scale in this higher-priced bid market, the project sites for FY 15/16 were combined with several high priority project locations identified for FY 16/17, FY 17/18, and FY 18/19. In so doing, the City will be able to complete what was anticipated to be four years' worth of high priority sewer CIP projects in one capital improvement project for an overall cost savings when considering the amount budgeted annually for this work. Construction is scheduled to begin June 2020 and be completed by December 2020.

On March 30, 2020, the City received three (3) bids for the Sewer System Replacement Project No. SF62C-4. With this, approximately 2,700 linear feet of sewer pipe will be replaced, approximately 3,300 linear feet of sewer pipe lining will be installed and approximately 29 manhole facilities will be rehabilitated. These improvements will reduce the potential for sewer overflows and improve the overall capacity of the system in the areas of construction.

The low bid in the amount of $2,093,676 was submitted by Vasilij, Inc. in accordance with the City requirements and specifications.

The following is a summary of the bids received:

1. Vasilij, Inc. $ 2,093,676
2. GRFCO, Inc. $ 2,445,000
3. Mike Prlich & Sons, Inc. $ 4,230,200

Engineer's Estimate: $ 1,398,000

Vasilij, Inc. has performed similar work in Los Angeles and Orange Counties. References were checked and all gave positive reports as to timeliness, quality, and cooperation.

During the bid process, City issued Addendum No. 1 (attached), which was sent via email and though the online bid service "Planet Bids." The Addendum required bidders to sign
and acknowledge receipt of the Addendum and submit it with their bid packet. The Addendum was minor and only changed how bidders coat the inside of the pipe and made a slight change to the angle of one of the pipes.

Vasilij, acknowledged the Addendum through the Planet Bids’ website, but failed to sign and submit a paper copy with its bid packet. GRFCO filed a written protest (attached), arguing that the City must reject Vasilij’s bid as non-responsive because Vasilij did not submit a signed paper version of the Addendum with its bid.

Joe Vasilij informed Staff that he downloaded and acknowledged Addendum No. 1 and that Vasilij’s bid was based on, and included, Addendum No. 1. Vasilij provided a signed copy of Addendum No. 1 after close of bids, which did not change the amount of its bid.

On April 16, 2020, Staff contacted Planet Bids and spoke with Support Services Supervisor (Lena) who informed: Pursuant to Planet Bids’ system, when a bidder logs on to its account using its log-in information, the bidder will see a screen with tabs at the top. One of those is for Addenda. In the Addenda section, bidders see the name of any Addenda, notes, and can download any Addenda. There is a button at the bottom of the screen a bidder can click to “acknowledge” an Addendum. The acknowledgment button is only available if the bidder is logged-in to its Planet Bids account and is only available until the time of close of bids. After bids close, the Planet Bids system no longer allows a bidder to “acknowledge” an Addendum. The bidder must click the “acknowledge” button as a separate action from downloading the Addendum. Acknowledgement of the Addendum is a separate, additional step for the purpose of acknowledging receipt of an Addendum. The acknowledgement is like a signature in the sense that the bidder is acknowledging that it received, read, and downloaded the Addendum. The Supervisor further confirmed Vasilij “acknowledged” Addendum No. 1 and informed that the City has access to this same information by logging in to City’s Planet Bids account.

The City’s Associate Engineer logged in to the City’s Planet Bids account on April 16, 2020 and downloaded a history of Vasilij’s actions on this bid. A screen shot of Vasilij’s actions (Attachment 6) indicates Vasilij acknowledged Addendum 1. Thus, Vasilij formally acknowledged Addendum No. 1 before the close of bids on March 30, 2020 at 10:00 a.m.

The evidence gathered by Staff establishes that Vasilij reviewed and acknowledged Addendum No. 1 and that Vasilij’s bid included, and was based on, Addendum No. 1. Vasilij was bound by its bid and could not withdraw its bid as the failure to submit a signed paper copy of Addendum No. 1 was inconsequential administrative error in nature, and would not constitute a reason to withdraw the bid. Therefore, Staff recommends Council waive the failure to submit a paper copy of the bid as a minor bid irregularity under Fountain Valley Municipal Code Section 2.36.030 and reject GRFCO’s bid protest.

The higher bid than the engineer’s estimate is attributed to a few unprecedented factors unknown at the time engineer’s estimate was prepared. One such condition is due to a
supply chain constraint for resin, a critical material component in the sewer liner. In addition, recent ground water treatment requirements, enacted in January 2020 for a number of Orange County water agencies requiring ion exchange resin water treatments increased the demand for the same resin, thus causing the price of resin to increase significantly. These types of resins are the main component of sewer lining material and this project has approximately 3,300 linear feet of lining. Sewer lining has become the rehabilitation method of choice for many local agencies due to its expediency and limited impacts to the street cuts. This method and material are in high demand with many multiple bidding opportunities at any given time. There are only a few specialty contractors who are qualified to perform this work.

Another factor in increased construction costs is due to current health requirements and restrictions. The production of pipe materials has decreased causing limited availability thus increasing the price. Further, in the past several months, there has been a large surge in sewer rehabilitation work where many other cities have also been experiencing similar surges in the sewer rehabilitation bidding climate. Staff's research found there to be a low probability of receiving a lower qualified bid as various construction contractors have confirmed that the recent bids are a reflection of the current bidding climate which is likely to be sustained for the foreseeable future.

Group Delta Consultants, Inc. submitted a proposal in the amount of $30,539 to provide professional services for material testing and geotechnical services. Their expertise in these areas will ensure that all requirements are being met through the construction process.

**FINANCIAL ANALYSIS:**

<table>
<thead>
<tr>
<th>MULTI-YEAR PROJECT BUDGET (SF620-4)</th>
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<tbody>
<tr>
<td>FY 18/19 Project Budget</td>
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<tr>
<td>FY 19/20 Project Budget</td>
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<tr>
<td><strong>Total Multi-Year Project Budget</strong></td>
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</tbody>
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<table>
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<tr>
<th>PROJECT COSTS (SF620-4)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design (Michael Baker, Inc.)</td>
</tr>
<tr>
<td>Printing Plans and Specifications</td>
</tr>
<tr>
<td>Construction Contract (Vasilij, Inc.)</td>
</tr>
<tr>
<td>Material Testing &amp; Geotech Services Contract (Group Delta, Inc.)</td>
</tr>
<tr>
<td>Staff Costs for Construction Engineering, Contract Admin and Inspection</td>
</tr>
<tr>
<td>Contingency for Change Orders (15% of Contract Value)</td>
</tr>
<tr>
<td><strong>Total Anticipated Project Costs</strong></td>
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</tbody>
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| PROPOSED PROJECT BUDGET (SF620-4) |
City Council Request
SF620-4 Award
May 12, 2020
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<table>
<thead>
<tr>
<th>Current Approved Budget</th>
<th>$2,437,960</th>
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</thead>
<tbody>
<tr>
<td>Proposed Amendment</td>
<td>$198,740</td>
</tr>
<tr>
<td>Proposed Project Budget</td>
<td>$2,636,700</td>
</tr>
</tbody>
</table>

An amendment of the FY 19/20 budget, in the amount of $198,740, is required to facilitate this project. There are adequate funds in the Sewer Fund (Fund 32) to facilitate this amendment and maintain a sustainable and responsible Sewer Capital Improvement Program (CIP) per the City’s adopted Sewer Master Plan. Upon approval of the proposed project budget in the amount of $2,636,700, the estimated Sewer Fund (Fund 32) balance will be approximately $4,780,000 on June 30, 2020.

ATTORNEY REVIEW:

The Attorney for the City has reviewed and approved Vasilij, Inc.’s Construction Contract and Group Delta Consultants, Inc.’s Professional Services Contract. The Attorney for the City has also reviewed GRFCO’s bid protest and recommends that the Council reject the protest for the reasons stated in this Staff Report.

ALTERNATIVES:

Alternative No.1: Staff is recommending that the City Council 1) Make factual findings based on substantial evidence in record that: (A) Vasilij received, reviewed, and acknowledged Addendum No. 1 before submitting its bid, (B) Vasilij reviewed and acknowledged Addendum No. 1 before the close of bids and did not withdraw its bid; and (C) Vasilij properly bid on the Project as amended by Addendum No. 1; 2) Determine Vasilij is bound by its bid and may not withdraw its bid; 3) Direct Staff to forfeit Vasilij’s bid bond in the event Vasilij attempts to withdraw its bid; 4) Find that the failure to submit a paper copy of the Addendum No. 1 with the bid was inconsequential because the evidence shows Vasilij bid on the Project as amended by Addendum No. 1 and is bound by that bid, and waive any irregularity caused by Vasilij’s failure to submit a signed paper copy of Addendum No. 1; 5) Reject GRFCO’s bid protest; 6) Accept the bids and award a contract to Vasilij, Inc. in the amount of $2,093,676; 7) Accept the proposal and award a contract to Group Delta Consultants, Inc. in the amount of $30,539 to provide professional services for material testing and geotechnical services; and 8) Amend the project budget in the Sewer Fund (Fund 32) in the amount of $198,740 for the Sewer System Replacement, Project No. SF620-4.

Alternative No.2: Do not reject GRFCO’s protest and direct staff to determine whether GRFCO’s bid is responsive and GRFCO is responsible and bring the matter back at a future meeting for Council consideration.
Alternative No. 3: Reject all bids and direct staff to re-advertise for new bids. This is not the recommended action as staff believes this will result in higher priced construction bids. It is anticipated that a new bidding process will produce higher bid prices.

RECOMMENDATION:

Staff Recommends the Council take the following actions:

1) Make factual findings based on substantial evidence in record that:
   (A) Vasilij received, reviewed, and acknowledged Addendum No. 1 before submitting its bid,
   (B) Vasilij reviewed and acknowledged Addendum No. 1 before the close of bids and did not withdraw its bid; and
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Prepared by: Kyle Hilton, Associate Engineer
Reviewed by: Temo Galvez, Deputy Director of Public Works/City Engineer
Approved by: Hye Jin Lee, Director of Public Works
Fiscal Review by: Teresa Gonzalez, Accounting Manager
Approved by: Rob Houston, City Manager

Attachment 1: Vasilij Construction Contract
Attachment 2: Group Delta Professional Services Contract
Attachment 3: Addendum No. 1
City Council Request
SF620-4 Award
May 12, 2020
Page 8

Attachment 4: Vasilij Bid
Attachment 5: GRFCO Protest
Attachment 6: Planet Bids Confirmation of Acknowledgement
Dear Contractor:

In entering into an agreement with the City of Fountain Valley, you must designate your form of business entity. There are three basic types of business entities. They are:

1. A Sole Proprietorship
   (with or without a “dba”)

2. A Partnership

3. A Corporation

In entering into contracts with the City of Fountain Valley, please indicate the complete name of your business in one of the following acceptable formats:

1. John Smith, Sole Proprietor;
   
   or

   John Smith, Sole Proprietor,
   doing business as “Acme Roofing”

2. Smith and Dokes, a California Partnership;

3. Smith Corporation, Inc.,
   a California Corporation

In signing the agreement with the City of Fountain Valley, you or your agent must sign in one of the following manners so the capacity in which you or your agent is signing is clear:

1. ______________________________________
   John Smith, Sole Proprietor

2. Smith and Dokes
   By: ______________________________________
   John Smith, Partner

3. Smith Corporation, Inc.
   By: ______________________________________
   Vice President

Your Public Notary must indicate your capacity when acknowledging your signature.
CONTRACT
CON-______

This AGREEMENT is made and entered into this 21st day of April, 2020, by and between the CITY OF FOUNTAIN VALLEY, hereinafter referred to as "CITY," and Vasilij, Inc., hereinafter referred to as "CONTRACTOR."

WITNESSETH

That for and in consideration of the promises and agreements hereinafter made and exchanged, CITY and CONTRACTOR mutually agree as follows:

SCOPE OF THE WORK AND CONTRACT SUM

1. Scope of the Work. CONTRACTOR shall perform all the work and shall provide and furnish all labor, materials, tools, expendable equipment, utility and transportation services required to construct Project No. SF620-4 Sewer System Replacement Project (hereafter referred to as "PROJECT").

2. Labor and Materials. All of said work to be performed and materials to be furnished shall be in strict accordance with the plans and specifications entitled Project No. SF620-4 Sewer System Replacement Project and CONTRACTOR agrees to do everything required by this AGREEMENT, the plans and specifications, and the CONTRACT DOCUMENTS.

All labor, materials, tools, equipment, and services shall be performed under the direction, administration, and subject to the approval of CITY or its authorized representatives.

3. Contract Sum. CITY agrees to pay, and CONTRACTOR agrees to accept in full payment for the work above agreed to be done, the sum of TWO MILLION NINETY-THREE THOUSAND SIX HUNDRED AND SEVENTY-SIX DOLLARS ($2,093,676).

NOTICE TO PROCEED AND TIMING

4. Notice to Proceed. No work, services, material, or equipment shall be performed or furnished under this AGREEMENT unless and until a "Notice to Proceed" has been given to CONTRACTOR by CITY and all bonds and certificates of insurance required pursuant hereto have been furnished to and approved by CITY.

5. Time of Completion. CONTRACTOR agrees to commence the work to be performed under this AGREEMENT on the start of construction date specified in the "Notice To Proceed" and to diligently prosecute the work to completion by the completion date specified in the Notice to Proceed, which the parties agree is ONE HUNDRED AND TWENTY (120) WORKING DAYS.

6. Time of the Essence. Time is of the essence of this AGREEMENT.

7. Liquidated Damages/Additional Actual Damages. It is agreed by the parties hereto that in case the total work called for hereunder in all parts and requirements is not finished or completed within the number of working days as set forth herein, damage will be sustained by the CITY, and that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the CITY will sustain in the event of and by reason of such delay. It is therefore
agreed the CONTRACTOR will pay to the CITY the sum of **ONE THOUSAND EIGHT HUNDRED and 00/100 Dollars ($1,800)** per calendar day for each and every day of delay in finishing the work in excess of the number of days prescribed in Section 5, and the CONTRACTOR agrees to pay said liquidated damages herein provided for and further agrees that the CITY may deduct the amount thereof from any monies due or that may become due the CONTRACTOR hereunder. Liquidated damages shall be a measurement of the sum to compensate the public for inconvenience from not having the work completed on time and the cost of CITY staff to monitor the job beyond the completion date. CITY shall further be entitled to recover its additional actual damages incurred which shall be supplemental to the liquidated damages.

Provided strict compliance with Section 22 below is effected, the CONTRACTOR will be granted an extension of time and will not be assessed with liquidated damages for any portion of the delay in completion of the work beyond the time named herein due to unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including, but not restricted to, acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strike, and unsuitable weather, or delays of subcontractors due to such causes.

**JOB PROGRESS AND COOPERATION**

8. **Job Progress.** CONTRACTOR agrees to maintain a realistic critical path analysis throughout the project. CONTRACTOR agrees to meet with CITY's PROJECT MANAGER or designee on a weekly or other periodic basis, or as requested by CITY to review job progress. PROJECT MANAGER for purposes of this AGREEMENT shall be the Director of Public Works-City Engineer or such designee as has been given the authority for this project in a written designation. CONTRACTOR agrees to provide CITY with critical path analysis documentation whenever job progress is impacted so that the completion date may be affected or whenever delays or other impacts may give rise to CONTRACTOR's claim for additional days or additional damages. Delay and other claims of damages based on CONTRACTOR's planned early completion are prohibited.

9. **Cooperation.** CONTRACTOR agrees to cooperate with CITY's PROJECT MANAGER or designee and to provide submittals and participate in meetings in a good faith effort to complete the project. If disagreements arise, CONTRACTOR agrees to document the disagreement in accordance with these AGREEMENT provisions and provide CITY with early notice of the same for later resolution but shall continue to cooperate and prosecute the work to completion in a diligent manner. Nothing herein shall excuse CONTRACTOR's strict compliance with Section 22 if additional time or money is sought.

10. **CONTRACTOR'S INDEPENDENT INVESTIGATION.**

   (a) No plea of ignorance of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this AGREEMENT, as a result of failure to make the necessary independent examinations and investigations, and no plea of reliance on initial investigations or reports prepared by CITY for purposes of letting this AGREEMENT out to bid, will be accepted as an excuse for any failure or omission on the part of the CONTRACTOR to fulfill in every detail all requirements of said AGREEMENT, specifications, and plans, nor will such reasons be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time except as provided in Section 22 of this AGREEMENT.

   (b) Except as specifically provided in the CONTRACT DOCUMENTS, information provided for purposes of bidding do not represent "conditions indicated" as being in existence and
are provided for the convenience of the parties in making their own investigation.

**PREVAILING WAGES & LABOR, WAGE, AND HOURS LAWS**

11. **Compliance with the Davis-Bacon Act.** This provision does not apply to this AGREEMENT.

12. **Public Work/DIR Registration.** Notice is provided pursuant to Labor Code Section 1781 that this is a "public work" as defined in Chapter 1, Part 7, Division 2 of the Labor Code, to which Section 1771 applies. CONTRACTOR shall pay prevailing wages, unless exempt. All contractors and subcontractors working on this job shall be registered with the Department of Industrial Relations using online form 100.

13. **Prevailing Wage Rates.** Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages can be found at [http://www.dir.ca.gov/OPRL/PWD/index.htm](http://www.dir.ca.gov/OPRL/PWD/index.htm) and are on file at City Hall, which shall be made available to any interested party upon request. CONTRACTOR shall post a copy of the determination of the director of the prevailing rate of per diem wages at each job site. Said per diem wages are deemed to include employer payments for health and welfare, pension, vacation and travel time, and subsistence pay, all in accordance with Section 1773.1 of the Labor Code.

14. **Payroll Records.** The provisions of Section 1776 of the Labor Code regarding the preparation, maintenance, and filing of payroll records are applicable to this AGREEMENT. Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Electronic certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or contain the same information. THE CONTRACTOR'S AND SUBCONTRACTOR'S PAYROLL RECORDS SHALL BE SUBMITTED TO CITY ON A WEEKLY BASIS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTAL OF SUB-CONTRACTOR'S PAYROLL RECORDS. Additionally, CONTRACTOR or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in Section 1776 subdivision (a) of the Labor Code. In the event that CONTRACTOR or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to CITY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. CITY may deduct this penalty from any monies due or that may become due CONTRACTOR under this AGREEMENT.

15. **Penalty.** CONTRACTOR and any subcontractor under CONTRACTOR shall, as a penalty to CITY, forfeit not more than Two Hundred Dollars ($200.00) for each calendar day or portion thereof for each worker paid (either by CONTRACTOR or any subcontractor under CONTRACTOR) less than the prevailing rate set forth herein on the work provided for in this AGREEMENT. CITY may deduct the penalty from any monies due or that may become due CONTRACTOR under this AGREEMENT. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall also be paid to each worker by CONTRACTOR or subcontractor, in accordance with Section 1775 of the Labor Code of the State of California.

16. **Apprentices.** If applicable, the provisions of Labor Code Section 1777.5 requiring the use of apprentices in certain ratios to journeymen on the project are hereby imposed upon CONTRACTOR.
17. **Legal Day's Work.** In the performance of this AGREEMENT, not more than eight (8) hours shall constitute a day’s work, and the CONTRACTOR shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder except as provided in Labor Code Section 1815. CONTRACTOR shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et seq.) of the Labor Code of the State of California, and it is agreed that the CONTRACTOR shall forfeit to the CITY as a penalty the sum of Twenty-Five Dollars ($25.00) for each worker employed in the execution of this AGREEMENT by the CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) week in violation of said article. CITY may deduct this penalty from any sums owed pursuant to this AGREEMENT.

**PROGRESS PAYMENTS AND RETENTION**

18. **Progress Payments.** Pursuant to Public Contract Code Section 7201, prior to the fifteenth (15th) day of the month next following the commencement of the work, there shall be paid to CONTRACTOR a sum equal to ninety-five percent (95%) of the value of the work completed since the commencement of the work as determined by CITY and thereafter prior to the fifteenth (15th) day of each successive month as the work progresses. CONTRACTOR shall be paid such sum as will bring the payments up each month to ninety-five percent (95%) of the value of the work completed since the commencement of the work as determined by CITY, less all previous payments and authorized deductions, provided that CONTRACTOR submits his request for payment prior to the last Wednesday of each preceding month. Pursuant to Public Contract Code 7107, CITY shall make the final payment, if unencumbered, or any part thereof unencumbered, within sixty (60) days after the date of completion. Notwithstanding the foregoing, CONTRACTOR shall provide CITY with all documentation required by this AGREEMENT, including the Final Closeout Agreement and Release of All Claims, as well as any other documents required by the CONTRACT DOCUMENTS, such as as-builts, red-line plans, manufacturers and specific guarantees, and owner’s manuals prior to receiving final payment. Payments shall be made on demands drawn in the manner required by law, accompanied by a certificate signed by the City Engineer, stating that the work for which payment is demanded has been performed in accordance with the terms of the AGREEMENT, and that the amount stated in the certificate is due under the terms of the AGREEMENT. Partial payments on the AGREEMENT price shall not be considered as an acceptance of any part of the work. Nothing herein shall limit CITY’s right to withhold one hundred fifty percent (150%) of disputed amounts in the event of a good faith dispute.

19. **Prompt Payments.** CITY agrees to promptly make progress payments on undisputed and properly submitted payment requests within thirty (30) days and to comply with the provisions of Public Contract Code Section 20104.50.

20. **Retention Securities.** Pursuant to California Public Contract Code Section 22300, CONTRACTOR will be entitled to post approved securities with the CITY or an approved financial institution in order to have the CITY release funds retained by the CITY to ensure performance of the AGREEMENT.
21. **Federal Participation.** This provision does not apply to this AGREEMENT. If this project had involved federal funds, other provisions would be incorporated into this AGREEMENT. If those provisions had applied, the Davis-Bacon Act would govern the payment of prevailing wages.

**CHANGE ORDERS / EXTRA TIME / EXTRA WORK**

22. **Request for Extra Time or Additional Compensation.** The following provisions must be strictly complied with to obtain additional time to complete the job or to obtain additional compensation:

(a) **Request for Change Order – Additional Time.** The CONTRACTOR shall promptly notify the CITY of any delay and shall within ten (10) days from the beginning of any such delay notify the CITY in writing of the cause of the delay, and the CITY shall extend the time for completing the work if in its judgment the cause so merits. The CITY's determination on this matter shall be final and conclusive on the parties hereto. CONTRACTOR shall be required to submit a Request for Change Order, as set forth in this AGREEMENT, to the CITY's PROJECT MANAGER within ten (10) days of the beginning of such delay. No adjustment shall be allowed for such delay unless there is strict compliance with this contractual provision. CONTRACTOR's remedy shall be limited to the extra days granted and to any damages that it may be entitled to using the formula agreed to by the parties for all damages as provided in Section 22.

(b) **Request for Change Order – Additional Compensation Sought.**

(i) Should CONTRACTOR claim that the CITY is demanding extra work from it or consider any work demanded of it to be outside the requirements of this AGREEMENT or if it considers any instruction, ruling, or decision of the PROJECT MANAGER to be unfair, he shall within ten (10) days after any such demand is made, or instruction, ruling, or decision is given, file a written protest with the PROJECT MANAGER, stating clearly and in detail his objections and the reasons therefor. Except for such protests and objections as are made of record, in the manner and within the time above stated, the CONTRACTOR shall be deemed to have waived and does hereby waive all claims for extra work, damages, and extensions of time on account of demands, instructions, rulings, and decision of the PROJECT MANAGER.

(ii) Should CONTRACTOR claim that additional compensation is due it because of an unforeseen condition, CONTRACTOR shall bring that to CITY's attention promptly and, within ten (10) days, shall submit a written request for change order to CITY. Except for such claims as are made of record, in the manner and within the time above stated, the CONTRACTOR shall be deemed to have waived and does hereby waive all claims for additional compensation on account of unforeseen conditions.

(c) **Request for Change Order – City Form to Be Used.** CITY's Request for Change Order form, which is attached hereto as part of this AGREEMENT, shall be the form that must be submitted in a timely fashion for a request for either additional time or additional compensation. By initialing, the CONTRACTOR specifically agrees to use said form for those purposes and understands that, if he does not submit that form in a timely manner, he waives the right to request additional time or compensation. No oral modifications or other forms of communication shall be accepted as compliance with this provision.

Contractor's Initials _________
(d) **Change Order.** Should CITY agree that a change order is warranted for either additional time or compensation, a written change order shall be executed. If CITY does not agree to the change order, and CONTRACTOR has provided timely notices and submitted its written request for change order in a timely manner, CONTRACTOR will have preserved the issue for later resolution in compliance with other procedures set forth in this AGREEMENT or as the law (including, but not limited to, Public Contract Code 9204) may otherwise require or allow.

(e) **Change Order Authority.** The following authority is hereby given to make change orders:

(i) **Change Orders for Extra Time.** The City Manager, Director of Public Works, or PROJECT MANAGER shall have the authority to grant extra days without limit.

(ii) **Change Orders for Extra Compensation.** The Director of Public Works shall have the authority to make change orders up to an aggregate amount of Ten Percent (10%) of the original contract amount.

23. **Damages / Extra Work Compensation.** The parties have agreed to modify the formula for damages set forth in the Standard Specifications for Public Works Construction. The parties agree that the following damage formula shall be used to measure all of CONTRACTOR’s damages or extra work required by this job. CONTRACTOR shall be limited to the following:

<table>
<thead>
<tr>
<th>Direct costs</th>
<th>Mark-up</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td>20%</td>
</tr>
<tr>
<td>Materials</td>
<td>15%</td>
</tr>
<tr>
<td>Equipment Rental</td>
<td>15%</td>
</tr>
<tr>
<td>Subcontracted work</td>
<td>10% (first $5,000)</td>
</tr>
<tr>
<td>Subcontracted work</td>
<td>5% (work in excess of first $5,000)</td>
</tr>
<tr>
<td>Specialty Subcontracting</td>
<td>5% (Provided at least three (3) competitive bids are obtained and CONTRACTOR selected the lowest bidder)</td>
</tr>
<tr>
<td>(required by extra work)</td>
<td></td>
</tr>
</tbody>
</table>

Excluded from recovery shall be “Eichley damages,” home office overhead, insurance and bonding costs, lost bonding capacity, lost profits, and lost interest.

CONTRACTOR acknowledges that his recovery for damages or extra work is limited as provided in this Section.

Contractor’s Initials _________
SUBCONTRACTING

24. **Subcontracting.** CONTRACTOR acknowledges that he or she is aware of the provisions of the “Subletting and Subcontracting Fair Practices Act” (Public Contract Code Sections 4100 et seq.) and agrees to comply with all applicable provisions thereof. If any part of the work to be done under this AGREEMENT is subcontracted, the subcontract shall be in writing and shall provide that all work to be performed thereunder shall be performed in accordance with this AGREEMENT. Upon request, certified copies of any or all subcontracts shall be furnished to CITY. The subcontracting of any or all of the work to be done will in no way relieve CONTRACTOR of any part of his responsibility under the AGREEMENT. Pursuant to Public Contract Code Section 4110, CONTRACTOR’s violation of any of the provisions of the Subletting and Subcontracting Fair Practices Act violates this AGREEMENT and CITY may cancel this AGREEMENT or assess CONTRACTOR a penalty of not more than 10 percent (10%) of the subcontract involved. CITY may deduct this penalty from any monies due or that may become due to CONTRACTOR for work performed under this AGREEMENT.

All persons engaged in the work, including subcontractors, will be considered as employees of CONTRACTOR. CONTRACTOR will be held responsible for their work. CITY will deal directly with and make all payments to CONTRACTOR.

STOP NOTICES

25. **Additional Costs.** Pursuant to Civil Code Section 9358, upon receipt of a stop notice, CITY shall withhold from payment to CONTRACTOR sufficient funds due or to become due to pay the claim stated in the stop notice and provide for reasonable costs of litigation. One hundred twenty five percent (125%) of the amount of the claim stated in the stop notice shall be a reasonable amount to withhold. In addition to the remedies authorized by law, CONTRACTOR shall reimburse CITY for administrative expenses incurred in processing Notices to Withhold, Stop Notices, or similar legal documents arising out of a failure of CONTRACTOR to pay for labor or materials. Said obligation shall be provided for in CONTRACTOR’s payment bond. CITY shall have the right to deduct any such expenses from amounts due or to become to CONTRACTOR under this AGREEMENT.

COMPLETION

26. **CONTRACTOR’S Waiver.** CONTRACTOR agrees to execute a Final Close Out Agreement and Release of All Claims on CITY’s form. The execution by CONTRACTOR of the Final Close Out Agreement and Release of All Claims shall constitute a waiver of all claims against CITY under or arising out of this AGREEMENT unless otherwise stated in said document.

27. **Guarantees.** CONTRACTOR shall and hereby does guarantee all work for a period of one (1) year after the date of acceptance of the work by the CITY and shall repair and replace any and all such work, together with any other work which may be displaced in so doing, that may prove defective in workmanship and/or materials within the one (1) year period from the date of acceptance, without expense whatsoever to the CITY, ordinary wear and tear and usual abuse or neglect excepted. In the event of failure to comply with the aforementioned conditions within five (5) days after being notified in writing, the CITY is hereby authorized to proceed to have the defects repaired and made good at the expense of the CONTRACTOR, who shall pay the cost and charges therefor immediately on demand. This guarantee shall be in addition to any manufacturer or specific guarantees that may be required. CONTRACTOR shall provide those manufacturer and specific guarantees before CONTRACTOR may claim entitlement to final payment.
INDEMNIFICATION

28. **Indemnity.** CONTRACTOR shall indemnify, defend with legal counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single legal counsel from representing both CITY and CONTRACTOR, or should CITY otherwise find CONTRACTOR's legal counsel unacceptable, then CCNTRATOR shall reimburse the CITY its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

CONTRACTOR obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnatee. However, without affecting the rights of CITY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless CITY for liability attributable to the sole or active negligence or willful misconduct of CITY, provided such sole or active negligence or willful misconduct is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been solely or actively negligent or committed willful misconduct, and where CITY's sole or active negligence or willful misconduct accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the sole or active negligence or willful misconduct of CITY.

Notwithstanding any limits provided for indemnification, CONTRACTOR's duty to defend is broader. To the fullest extent permitted by law, CONTRACTOR agrees to provide CITY with a defense, with counsel reasonably acceptable to CITY, or pay CITY's costs of defense, upon service of any complaint, petition, or other pleading that requires CITY to defend itself in any proceeding arising out of the work described in this AGREEMENT. Said obligation shall not extend to disputes between CONTRACTOR and CITY.

INSURANCE

29. **Insurance.** Without limiting CONTRACTOR's indemnification of CITY, and prior to commencement of Work, CONTRACTOR shall obtain, provide and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described below and in a form satisfactory to CITY.

General liability insurance. CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability, and a $2,000,000 completed operations aggregate.
Automobile liability insurance. CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under this AGREEMENT, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

Umbrella or excess liability insurance. CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance policy with limits of not less than $4,000,000 that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies; and
- Policies shall "follow form" to the underlying primary policies.
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Workers' compensation insurance. CONTRACTOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000) for CONTRACTOR's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

CONTRACTOR shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees and volunteers.

Pollution liability insurance. Environmental Impairment Liability Insurance shall be written on a Contractor's Pollution Liability form or other form acceptable to CITY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than $1,000,000 dollars per claim and in the aggregate. All activities contemplated in this AGREEMENT shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the PROJECT site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three years after PROJECT completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The CITY, its officials, officers, agents, and employees, shall be included as insureds under the policy.

Builder's risk insurance. Upon commencement of construction and with approval of CITY, CONTRACTOR shall obtain and maintain builder's risk insurance as specified below.
The named insureds shall be CONTRACTOR, all Subcontractors (excluding those solely responsible for design Work) of any tier, suppliers, and CITY and its officers, officials, employees, and agents. CONTRACTOR shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to CITY.

Policy shall be provided for replacement value on an "all risk" basis. There shall be no coinsurance penalty provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the PROJECT; (4) transit coverage, including ocean marine coverage (unless insured by the supplier), with sub-limits sufficient to insure the full replacement value of any key equipment item; and (5) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site. Such insurance shall be on a form acceptable to CITY to ensure adequacy of terms and sublimits.

Proof of insurance. CONTRACTOR shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by CITY's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this AGREEMENT. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. CONTRACTOR shall procure and maintain for the duration of the AGREEMENT insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

CITY's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this AGREEMENT.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance 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 the CITY's risk manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this AGREEMENT shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
Enforcement of contract provisions (non estoppel). CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Notice of cancellation. CONTRACTOR agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

CITY's right to revise requirements. The CITY reserves the right at any time during the term of the AGREEMENT to change the amounts and types of insurance required by giving the CONTRACTOR a ninety (90)-day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the CITY and CONTRACTOR may renegotiate CONTRACTOR's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.

Timely notice of claims. CONTRACTOR shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. CONTRACTOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

30. Workers' Compensation.

i. CONTRACTOR shall carry Workers' Compensation Insurance and require all subcontractors to carry Workers' Compensation Insurance as required by the Labor Code of the State of California. CONTRACTOR, by executing this AGREEMENT, hereby certifies:

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

ii. CONTRACTOR acknowledges that it is unlawful and a crime to intentionally make false statements about employees that misclassify their job duties to obtain lesser premium costs or for other improper purposes. CONTRACTOR agrees that if it makes false statements about its employees for the purpose of obtaining lower workers' compensation premiums or for other unlawful purposes, it shall be considered a material breach of this AGREEMENT.

31. **Bonds.** Within the time period set forth in the CONTRACT DOCUMENTS and prior to commencing the Work on the Project, the CONTRACTOR shall file with the CITY good and sufficient labor and material payment bond (Payment Bond) and performance bond (Performance Bond) in the amount of one hundred percent (100%) of the Contract Sum covering performance of the Work other than the professional design services portion of the Work. The Performance Bond and Payment Bond shall be in the form required by the CONTRACT DOCUMENTS. The amounts of the Payment Bond and Performance Bond shall be increased as when and in the amount of any Change Orders that are executed increasing the Contract Sum, the CONTRACTOR shall, upon request by the CITY, provide evidence of such increases. Should the Payment Bond or Performance Bond or any Surety on such bond become or be determined by the CITY to be insufficient, it shall be replaced within ten days by a bond that fully complies with the requirements of this Section. No further payments to the AGREEMENT for the Work performed shall be made or due until the CONTRACTOR has fully complied with the requirements of this Section.

**Duration.** The Payment Bond shall remain in effect until acceptance of the Work and payment of all stop notices and claims by the CONTRACTOR or the Subcontractors, of any Tier, have been satisfied. The Performance Bond shall remain in effect and assure faithful performance of all the CONTRACTOR's obligations under the CONTRACT DOCUMENTS, including, without limitation, all obligations that survive final completion or termination, such as, but not limited to, CONTRACTOR's warranty, commissioning and indemnity obligations.

**Surety.** At the time the AGREEMENT is signed and at all times thereafter until Final Payment has been made by the CITY, the Surety on the Payment Bond shall be an Admitted Surety and the Surety on the Performance Bond shall be a licensed Surety in good standing with the California Department of Insurance, and having an A.M. Best's Insurance Rating of not less than A:- VI.

**Premiums.** The premiums for all bonds are included in the Contract Sum and shall be paid by the CONTRACTOR.

**Obligee.** The Payment Bond and Performance Bond shall each name the CITY as obligee. All bonds purchased by the Subcontractors shall name the CONTRACTOR and the CITY as dual obligees.

**No exoneration.** Changes, Change Orders, Unilateral Change Orders, Field Orders, Modifications and adjustments to the Contract Sum or Contract Time shall in no way release or exonerate the CONTRACTOR or its Surety from their obligations, and notice thereof shall be waived by the Surety. The foregoing provision shall be included in the terms of the Payment Bond, Performance Bond and any bonds obtained by the Subcontractors.

**Communications.** The CITY shall have the right to communicate with the CONTRACTOR's sureties with respect to matters that are related to the CONTRACTOR's performance of its
obligations under the CONTRACT DOCUMENTS. Such communications shall not create, or be interpreted as creating, any contractual relationship between the CITY and the Surely.

No limitation. The requirements of this Section pertaining to the Performance Bond and the Payment Bond shall be without limitation to any other obligations the CONTRACTOR may have under Applicable Law to provide bonding for the benefit of and to assure payment to the Subcontractors or Subconsultants performing the Work for the Project.

TERMINATION

32. Termination.

A. If CONTRACTOR should fail to comply with any of the provisions hereof, or in the event CONTRACTOR should become the subject of a proceeding under state or federal law for relief of debtors, or if CONTRACTOR makes an assignment for the benefit of creditors, CITY shall have the right to hold CONTRACTOR in default and cancel this AGREEMENT in whole or in part.

B. Should CONTRACTOR, at any time during the progress of the work, refuse or neglect to supply sufficient material or labor, or fail in compliance with any provision of this AGREEMENT, CITY shall have the right, without prejudice to any other right or remedy it may have, to provide such materials and labor, or make good such deficiencies as CITY may deem expedient after three (3) days notice in writing, delivered or mailed to CONTRACTOR at his last address on file with CITY, and CONTRACTOR shall be liable for the cost and expense thereof which may be deducted by CITY from any money due or that may become due CONTRACTOR.

C. Without limiting any rights which CITY may have by reason of any default by CONTRACTOR hereunder, CITY reserves the right to terminate this AGREEMENT in whole or in part at its convenience. In such event CITY shall compensate CONTRACTOR, subject to deduction for previous payments and authorized deductions: (i) by reimbursing CONTRACTOR for reasonable and necessary expenditures and costs that are actually incurred in performing under this AGREEMENT, (ii) by reimbursing CONTRACTOR for reasonable and necessary expenditures made and costs actually incurred with CITY's prior written approval in settling or discharging outstanding commitments entered into by CONTRACTOR in performing under this AGREEMENT, and (iii) by paying CONTRACTOR as a profit, insofar as a profit is realized hereunder, an amount equal to the profit on the entire AGREEMENT estimated at the time of termination, multiplied by the percentage of completion of the reasonable and necessary work on the PROJECT. In no event, however, will the compensation to CONTRACTOR exceed the total AGREEMENT price less payments previously made and less the AGREEMENT price of work not terminated. Upon receipt of any notice of termination, CONTRACTOR shall, unless the notice otherwise directs, (i) immediately discontinue the work and the placing of all orders and subcontracts in connection with this AGREEMENT, (ii) immediately cancel all existing orders and subcontracts made hereunder, and (iii) immediately transfer to CITY all materials, supplies, work-in-process, appliances, facilities, equipment, machinery, and tools acquired by CONTRACTOR in connection with the performance of this AGREEMENT.

CLAIM RESOLUTION

33. Resolution of Claims. For all claims that are Three Hundred Seventy-Five Thousand Dollars ($375,000.00) or less, the provisions of Public Contract Code Section 20104 et seq. (Article 1.5 - Resolution of Construction Claims) shall be followed.
34. **Notice to Contractor of Claims.** CITY shall provide notice to CONTRACTOR upon receipt of any third-party claim related to the AGREEMENT.

**CONTRACT DOCUMENTS AND INTERPRETATION**

35. **Other Documents Included.** It is further agreed by the parties hereto that the following documents are incorporated herein by reference and are to be read and construed together as the full, complete, and integrated terms of this AGREEMENT and, collectively with this AGREEMENT, may be referred to as the CONTRACT DOCUMENTS:

A. Notice Inviting Bids  
B. Instructions to Bidders  
C. General Provisions (incorporating portions of the Caltrans Standard Specifications)  
D. Special Provisions (Construction Details)  
E. Construction Provisions (Individual Bid Items)  
F. Proposal  
G. Construction Plans  
H. City Public Works Standard Plans  
I. City Request for Change Order/Change Order  
J. Notice to Proceed  
K. Labor and Materials Bond  
L. Performance Bond  
M. Final Closeout Agreement

36. **Interpretation of Incorporated Documents.** In the event of any conflict, inconsistency, or incongruity between the provisions of this AGREEMENT and the provisions of any document listed in Section 35 hereof, the provisions of this AGREEMENT shall prevail unless a contrary intent is shown. The parties acknowledge that the Caltrans Standard Specifications is a document that is prepared for use in state street projects and is to be used to supplement this AGREEMENT. As used in the those Standard Specifications, “Engineer” shall refer to CITY’s Director of Public Works-City Engineer, the Attorney General shall mean the Attorney for the City, and laws that pertain exclusively to state projects or contracts shall not apply but instead those provisions pertaining to CITY projects and CITY contracts shall be applied. To the extent the Standard Specifications provide for additional procedures that are not inconsistent with the provisions of this AGREEMENT, those additional procedures shall be interpreted to supplement this AGREEMENT.

This AGREEMENT shall be interpreted as though it had been drafted by the CITY and the CONTRACTOR equally. This AGREEMENT shall be interpreted according to the laws of the State of California.

37. **Integration/No Oral Modifications.** This AGREEMENT integrates all understandings of the parties. Any amendment to this AGREEMENT must be made in writing and signed by the parties with legal authority to execute the same. CONTRACTOR is aware that CITY is a general law city and that, pursuant to Government Code Section 40602, contract amendments may only be entered into by compliance with those formalities. Notwithstanding the above, requests for additional time or compensation may be made by following the procedures and using the form incorporated into this AGREEMENT. The limits of authority to enter into such amendments (change orders) shall be those provided in Section 22 of this AGREEMENT.
38. **Effect of Invalidity.** The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision.

**MISCELLANEOUS**

39. **Discrimination, Minorities, Aliens.** The CONTRACTOR shall not discriminate nor allow its employees, agents, principals, or subcontractors to discriminate against any employee or applicant for employment on the basis of race, religious creed, national origin, or sex. CONTRACTOR shall take affirmative steps to hire qualified minority individuals when job opportunities occur and utilize local business firms when possible and when consistent with California Constitution Article 1, Section 31 (a) [Proposition 209].

40. **Equal Employment Opportunity.** CONTRACTOR shall comply with all provisions of Executive Order 11246, entitled "Equal Employment Opportunity" and amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR part 60).

41. **Drug-Free Work.** CONTRACTOR agrees to provide a drug-free workplace in accordance with 24 CFR part 24, sub-part F. Under 24 CFR part 24, sub-part F, the CONTRACTOR will provide certification in writing that it will provide a drug-free workplace by:

   (a) Publicizing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action it will take against employees for violation of such prohibition;

   (b) Establishing an ongoing drug-free awareness program to inform employees about:

       1. Degrees of drug abuse in the workplace;
       2. The policy of maintaining a drug-free workplace;
       3. Any available drug counseling, rehabilitation, and employee assistance programs; and
       4. The penalties which may be imposed on employees for drug abuse violations occurring in the workplace.

   (c) Making it a requirement that every employee to be engaged in the performance of the AGREEMENT be given a copy of the statement required by Subsection (a);

   (d) Notifying employees in the statement required by Subsection (a) that as a condition of employment under the AGREEMENT the employee will:

       1. Abide by the term of the statement; and
       2. Notify the employer in writing of any conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

   (e) Notifying CITY in writing within ten (10) calendar days after receiving notice under Subsection (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employer of said convicted employee must provide notice, including conviction title, to the CITY;

   (f) Taking one of the following actions, within thirty (30) calendar days of receiving
notice under Subsection (d)(2), with respect to any employee who is so convicted:

1. Taking appropriate action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of Sections (a), (b), (c), (d), (e), and (f).

42. **Permits.** The CONTRACTOR shall obtain from the CITY, County, State, or other responsible public agencies all licenses and permits, and pay all fees related thereto, necessary to complete the job.

43. **Assignment.** No assignment by the CONTRACTOR of this AGREEMENT or any part hereof, or of funds to be received hereunder, will be recognized by the CITY unless such assignment has had prior written approval and consent of the CITY and the Surety.

44. **Safety and Site Condition.** CONTRACTOR shall perform all operations with due regard for safety and in strict compliance with all applicable laws relating thereto. It shall be CONTRACTOR’s responsibility to keep the site in a clean, neat, and orderly condition. It shall also be CONTRACTOR’s duty to dust-palliate all working areas and access routes, if applicable. All operations shall be conducted by CONTRACTOR so that no fire hazards are created.

45. **Utility Location.** CITY acknowledges its responsibilities with respect to locating facilities pursuant to California Government Code Section 4215.

46. **Trenching.** If this AGREEMENT involves digging trenches or other excavations that extend deeper than four feet (4') below the surface, CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the CITY in writing, of any:

   (a) Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

   (b) Subsurface or latent physical conditions at the site differing from those indicated.

   (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 the AGREEMENT.

The 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 shall issue a change order in accordance with the procedures described in this AGREEMENT.

In the event that a dispute arises between the CITY and the CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the
CONTRACTOR's costs of, or time required for, performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the AGREEMENT but shall proceed with all work to be performed under the AGREEMENT. The CONTRACTOR shall retain any and all rights provided either by this AGREEMENT or by law which pertain to the resolution of disputes and protests between the contracting parties provided that CONTRACTOR complies with Section 22 when asserting such claim.

47. Notices. The parties hereto agree that all formal notices required by this AGREEMENT may be provided to the following persons at the following addresses by sending the same by certified or registered mail as follows:

CITY: City Clerk
Fountain Valley City Hall
10200 Slater Avenue
Fountain Valley, California 92708

CONTRACTOR: Vasilij, Inc.
15531 Arrow Hwy
Irwindale, CA 91706

48. Gratuities. CONTRACTOR warrants that neither it nor any of its employees, agents, or representatives has offered or given any gratuities to CITY's employees, agents, or representatives with a view toward securing this AGREEMENT or securing favorable treatment with respect thereto.

49. Conflict of Interest. CONTRACTOR warrants that he has no blood or marriage relationship with, and that he is not in any way associated with, any architect, engineer, or other preparer of the plans and specifications for this project.

50. Copeland "Anti-Kickback" Act. If applicable to this AGREEMENT, CONTRACTOR and its subcontractors shall comply with the provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. Section 874), as supplemented in Department of Labor regulations, which Act provides that each contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of any public work, to give up any part of the compensation to which he is otherwise entitled.

51. Attorney's Fees. In any action or proceeding brought by either party against the other party arising out of or in any way connected to this AGREEMENT, or where any provision hereof is validly asserted as a defense, the parties shall bear their own attorney's fees, costs, and expenses. Nothing in this provision shall excuse CONTRACTOR's duty to provide CITY with a defense at CONTRACTOR's cost when CITY receives a complaint, petition, or other pleading from a third party requiring CITY to defend itself.

52. Assignment of Rights. Pursuant to Section 7103.5 of the Public Contract Code, 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 awarding body 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. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases 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.

53. SCAQMD and CARB Compliance. CONTRACTOR agrees to comply with all South Coast Air Quality Management District (SCAQMD) and California Air Resources Board (CARB) requirements, including, but not limited to, compliance with CARB Regulations limiting idling of self-propelled diesel-fueled on-road and off-road vehicles and equipment (25 HP and up) to no more than five (5) consecutive minutes as specified in Title 13 of the California Code of Regulations, section 2449 (d)(2), Idling.

54. Mined Construction Materials. CONTRACTOR shall not purchase mined construction material except from a mining operation that is currently identified in the list published pursuant to subdivision (b) of Section 2717 of the Public Resources Code. Refer to the current 3098 list for qualified mining operations at www.consrv.ca.gov/OMR/ab_3098_list/current_list.

IN WITNESS WHEREOF, the parties hereto have entered into this AGREEMENT the date and year first above written.

ATTEST:

City Clerk

APPROVED AS TO FORM:
HARPER & BURNS LLP

Attorneys for the City

APPROVED AS TO CONTENT:

Director of Public Works

CITY OF FOUNTAIN VALLEY

Mayor

CONTRACTOR

Name:

Address:

By:
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not truthfulness, accuracy, or validity of that document.

State of California  
County of ________________________  

On ________________________ before me, ________________________,

                          Date  
                          Here insert Name and Title of the Officer

Personally appeared ________________________,

                          Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature________________________

Signature of Notary Public
CITY OF FOUNTAIN VALLEY
PAYMENT BOND
(LABOR AND MATERIAL BOND)

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, CITY OF FOUNTAIN VALLEY, a municipal corporation, by minute order of the City Council, adopted on ________________, has awarded to

(Name and Address of Contractor)

hereinafter designated as the “PRINCIPAL,” an AGREEMENT for the work described as follows: Project No. SF6204 Sewer System Replacement Project. Said AGREEMENT is fully incorporated herein by reference.

WHEREAS, said PRINCIPAL is required by the provisions of said AGREEMENT and of the Civil Code to furnish a bond in connection with said AGREEMENT, as hereinafter set forth.

NOW, THEREFORE, WE, the undersigned CONTRACTOR, as PRINCIPAL, and

(Name and Address of Surety)

hereinafter designated as the “SURETY,” duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the City of Fountain Valley, in the penal sum of; TWO MILLION NINETY-THREE THOUSAND SIX HUNDRED AND SEVENTY-SIX DOLLARS ($2,093,676). Said sum being not less than one hundred percent (100%) of the estimated amount payable under the terms of the AGREEMENT for which payment well and truly be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, if said PRINCIPAL or his subcontractors, or the heirs, executors, administrators, successors, or assigns thereof, shall fail to pay any person or party listed in California Civil Code Section 9554(b), including any of the persons named in Section 9100 of the Civil Code of the State of California for any materials, provisions, provender, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor performed by any such claimant or any amounts require deducted, withheld, and paid over to the Employment Development Division from the wages of employees of the CONTRACTOR and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then said SURETY will pay for the same, in an amount not exceeding the sum set forth hereinabove, and in addition, in case suit is brought upon the bond, will pay a reasonable attorney’s fee to be fixed by the court. This bond shall inure to the benefit of any and all persons named in the aforesaid Civil Code Section 9100 so as to give a right of action to them or their assigns in any suit brought upon the bond.
PAYMENT BOND
PAGE 2
Bond No. ________________

Further, the said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the AGREEMENT documents or of the work to be performed thereunder shall in any way affect its obligation on this bond, and it hereby waives notice of any and all such changes, extensions of time, and alterations or modifications of the AGREEMENT documents and/or of the work to be performed thereunder.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this __________ day of ____________________, 2017.

CONTRACTOR

(ADDRESS)

PRINCIPAL

By: ________________________________
    Company Representative

In accordance with the AGREEMENT for Project No. SF620-4 Sewer System Replacement Project, all bonds shall have been issued by an admitted surety insurer, and the CITY reserves the right to object to any such surety, in accordance with Code of Civil Procedure Section 995.660.

By signing below, SURETY certifies that the bonds are issued by admitted surety.

SURETY

By: ________________________________
    Company Representative

APPROVED AS TO FORM:

HARPER & BURNS LLP
Colin Burns, Attorneys for the City
City of Fountain Valley

By /s/ ________________________________
CITY OF FOUNTAIN VALLEY
FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, CITY OF FOUNTAIN VALLEY, a municipal corporation, by minute order of the City Council, adopted on _________________, has awarded to

(Name and Address of Contractor)

hereinafter designated as the “PRINCIPAL,” an AGREEMENT for the work described as follows: Project No. SF620-4 Sewer System Replacement Project. Said AGREEMENT is fully incorporated herein by reference.

WHEREAS, the said PRINCIPAL is required under the terms of said AGREEMENT to furnish a bond for the faithful performance of said AGREEMENT.

NOW, THEREFORE, WE, the undersigned CONTRACTOR, as PRINCIPAL, and

(Name and Address of Surety)

hereinafter designated as the “SURETY,” duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the City of Fountain Valley, in the penal sum of: TWO MILLION NINETY-THREE THOUSAND SIX HUNDRED AND SEVENTY-SIX DOLLARS ($2,093,676), said sum being not less than one hundred percent (100%) of the estimated amount payable under the terms of the AGREEMENT for which payment well and truly be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, if the above burden PRINCIPAL, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said AGREEMENT and any alteration thereof made as therein provided, on his or their 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 City of Fountain Valley, its officers, and its agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.
FAITHFUL PERFORMANCE BOND
PAGE 2
Bond No. ________________

In case suit is brought upon this bond, each party shall bear its own costs and attorney fees.

And the said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the AGREEMENT or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the AGREEMENT or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____________ day of __________________, 2017.

CONTRACTOR

(ADDRESS)

PRINCIPAL

By: __________________________________________
__________________________
Company Representative

Project No. SF620-4 Sewer System Replacement Project, all bonds shall have been issued by an admitted surety insurer, and the CITY reserves the right to object to any such surety, in accordance with Code of Civil Procedure Section 995.660.

By signing below, SURETY certifies that the bonds are issued by admitted surety.

SURETY

By: __________________________________________
__________________________
Company Representative

APPROVED AS TO FORM:

HARPER & BURNS LLP
Colin Burns, Attorneys for the City
City of Fountain Valley

By /s/ ______________________________
AGREEMENT FOR CONSULTANT SERVICES

CON - -

Material Testing & Inspection Services for Project SF620-4

This AGREEMENT is made and effective as of the EFFECTIVE DATE, by and between the City of Fountain Valley, a municipal corporation ("CITY") and Group Delta Consultants, Inc. ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This AGREEMENT shall commence on 5/4/2020 ("EFFECTIVE DATE") and remain in effect until all tasks described herein are completed but in no event later than 5/4/2021, unless sooner terminated or extended pursuant to the provisions of this AGREEMENT.

2. SERVICES

CONSULTANT shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. CONSULTANT shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. NOTICE TO PROCEED

CONSULTANT shall not perform any work or be entitled to any compensation under this AGREEMENT until a written Notice to Proceed is issued by CITY. The Notice to Proceed shall not issue unless and until CONSULTANT submits proof, satisfactory to CITY, of its procurement of appropriate insurance required by this AGREEMENT. The failure of CONSULTANT to submit proof of appropriate insurance within 10 days of the EFFECTIVE DATE is a material breach and shall constitute cause for immediate termination of this AGREEMENT by CITY.

4. PERFORMANCE

CONSULTANT shall at all times faithfully, competently, and to the best of his/her/its ability, experience, and talent perform all tasks described herein. CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of CONSULTANT hereunder in meeting its obligations under this AGREEMENT.

5. CITY MANAGEMENT

The Public Works Director or his/her designee shall represent CITY in all matters pertaining to the administration of this AGREEMENT, including review and approval of all products submitted by CONSULTANT, but not including the authority to enlarge the tasks to be performed or change the compensation due to CONSULTANT. The City Manager shall be authorized to act on CITY'S behalf and to execute all necessary documents that enlarge the tasks to be performed or change
CONSULTANT's compensation, subject to Section 6 hereof.

6. **PAYMENT**

(a) CITY agrees to pay CONSULTANT in accordance with the payment rates, terms, and schedule of payment set forth in Exhibit A. This amount shall not exceed Thirty Thousand Five Hundred and Thirty Nine Dollars ($30,539.00) ("TOTAL CONTRACT SUM") for the total term of this AGREEMENT unless additional payment is approved as provided in this AGREEMENT.

(b) CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT that are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. This written authorization requirement cannot be waived. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Manager and CONSULTANT at the time CITY's written authorization is given to CONSULTANT for the performance of said additional services. The City Manager's authority to approve additional compensation is subject to Fountain Valley Municipal Code section 2.36.110. Approval of additional compensation that exceeds the City Manager's authority as specified in Fountain Valley Municipal Code section 2.36.110 must be obtained from the City Council.

7. **PUBLIC WORK**

Notice is provided pursuant to Labor Code Section 1781 that all or a portion of the work contemplated in this AGREEMENT may constitute a "public work" as defined in Chapter 1, Part 7, and Division 2 of the Labor Code, to which Section 1771 applies. If all or a portion of the work contemplated under this AGREEMENT constitutes "public work," then CONSULTANT shall pay prevailing wages, unless exempt, on those portions of the work which require payment of prevailing wages under the prevailing wage laws (Labor Code, §§ 1720 et seq.), and shall comply with the following:

(a) **Prevailing Wage Rates.** Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages can be found at http://www.dir.ca.gov/OPRL/PWD/index.htm and are on file at City Hall, which shall be made available to any interested party upon request. CONSULTANT shall post a copy of the determination of the director of the prevailing rate of per diem wages at each job site. Said per diem wages are deemed to include employer payments for health and welfare, pension, vacation and travel time, and subsistence pay, all in accordance with Section 1773.1 of the Labor Code.

(b) **Payroll Records.** The provisions of Section 1776 of the Labor Code regarding the preparation, maintenance, and filing of payroll records are applicable to this AGREEMENT. CONSULTANT and each subconsultant shall keep accurate payroll records showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the

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actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him/her/it in connection with the public work. Certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or contain the same information. CONSULTANT'S AND ANY SUBCONSULTANT'S PAYROLL RECORDS SHALL BE SUBMITTED TO CITY ON A WEEKLY BASIS. CONSULTANT SHALL BE RESPONSIBLE FOR SUBMITTAL OF SUBCONSULTANT'S PAYROLL RECORDS. Additionally, CONSULTANT or subconsultant has ten (10) days in which to comply subsequent to receipt of a written notice requesting the records enumerated in Section 1776, subdivision (a), of the Labor Code. In the event that CONSULTANT or subconsultant fails to comply within the ten (10) day period, he/she/it shall, as a penalty to CITY, forfeit One Hundred Dollars ($100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. CITY may deduct this penalty from any monies due or that may become due CONSULTANT under this AGREEMENT.

(c) Penalty. CONSULTANT and any subconsultant under CONSULTANT shall, as a penalty to CITY, forfeit not more than Two Hundred Dollars ($200.00) for each calendar day, or portion thereof, for each worker paid (either by CONSULTANT or any subconsultant under CONSULTANT) less than the prevailing rate set forth herein on the work provided for in this AGREEMENT. CITY may deduct the penalty from any monies due or that may become due CONSULTANT under this AGREEMENT. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall also be paid to each worker by CONSULTANT or subconsultant, in accordance with Section 1775 of the Labor Code of the State of California.

(d) Apprentices. If applicable, the provisions of Labor Code Section 1777.5 requiring the use of apprentices in certain ratios to journeymen are hereby imposed upon CONSULTANT.

(e) Legal Day's Work. In the performance of this AGREEMENT, not more than eight (8) hours shall constitute a day’s work, and CONSULTANT shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder except as provided in Labor Code Section 1815. CONSULTANT shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et seq.), of the Labor Code of the State of California, and it is agreed that CONSULTANT shall forfeit to CITY as a penalty the sum of Twenty-Five Dollars ($25.00) for each worker employed in the execution of this AGREEMENT by CONSULTANT or any subconsultant for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) week in violation of said article. CITY may deduct this penalty from any monies due or that may become due pursuant to this AGREEMENT.

8. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) CITY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon CONSULTANT, at least thirty (30) days prior, written notice. Upon receipt of
said notice, CONSULTANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If CITY suspends or terminates a portion of this AGREEMENT such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.

(b) In the event this AGREEMENT is terminated pursuant to this section, CITY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work performed is of value to CITY. Upon termination of the AGREEMENT pursuant to this section, CONSULTANT will submit an invoice to CITY detailing work performed up to the time of termination.

9. **DEFAULT OF CONSULTANT**

(a) CONSULTANT’s failure to comply with the provisions of this AGREEMENT shall constitute a default. In the event that CONSULTANT is in default for cause under the terms of this AGREEMENT, CITY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and can terminate this AGREEMENT immediately by written notice to CONSULTANT. If such failure by the CONSULTANT to make progress in the performance of work hereunder arises out of causes beyond CONSULTANT’s control, and without fault or negligence of CONSULTANT, it shall not be considered a default.

(b) As an alternative to the procedure for immediate termination for default set forth in subparagraph (a), if CITY determines that CONSULTANT is in default in the performance of any of the terms or conditions of this AGREEMENT, CITY may in its discretion cause to be served upon CONSULTANT a written notice of the default and demand to cure. CONSULTANT shall have ten (10) calendar days after service upon it of said notice to cure the default by rendering a satisfactory performance. In the event that CONSULTANT fails to cure its default within such period of time, CITY shall have the right, notwithstanding any other provision of this AGREEMENT, to terminate this AGREEMENT without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity, or under this AGREEMENT.

10. **OWNERSHIP OF DOCUMENTS**

(a) CONSULTANT shall maintain complete and accurate records with respect to the plans, specifications, estimates, drawings, design calculations, letters, reports, testing results, and other such information including as-built records as required by CITY that relate to the performance of services under this AGREEMENT. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of CITY or its designees at reasonable times to such books and records; shall give CITY the right to examine and audit said books and records; shall permit CITY to make copies and transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings,
and activities related to this AGREEMENT. Such records, together with supporting
documents, shall be maintained for a period of three (3) years after receipt of final
payment.

(b) Upon completion, termination, or suspension of this AGREEMENT all
plans, specifications, engineer's estimates, and other documents prepared in the
course of providing the services to be performed pursuant to this AGREEMENT
shall become the sole property of CITY and may be used, reused, or otherwise
disposed of by CITY without the permission of CONSULTANT. With respect to
computer files, CONSULTANT shall make available to CITY, at CONSULTANT's
office and upon reasonable written request by CITY, the necessary computer
software and hardware for purposes of accessing, compiling, transferring, and printing
computer files.

11. INDEMNIFICATION

   (a) Indemnification for Professional Liability. When the law establishes a
professional standard of care for CONSULTANT's services, to the fullest extent
permitted by law, CONSULTANT shall indemnify, protect, defend, and hold harmless
CITY and any and all of its officials, employees, and agents ("INDEMNIFIED PARTIES")
from and against any and all losses, liabilities, damages, costs, and expenses, including
attorney's fees and costs to the extent the same are caused in whole or in part by
any negligent or wrongful act, error, or omission of CONSULTANT, its officers, agents,
employees, or subconsultants (or any entity or individual that CONSULTANT shall bear
the legal liability thereof) in the performance of professional services under this
AGREEMENT. With respect to the design of public improvements, CONSULTANT
shall not be liable for any injuries or property damage resulting from the reuse of the
design at a location other than that specified in this AGREEMENT without the written
consent of CONSULTANT. With respect to the duty to defend, if CONSULTANT is a
design professional as defined in Civil Code Section 2782.8, in no event shall the cost
to defend charged to the CONSULTANT exceed the CONSULTANT's proportionate
percentage of fault. However, notwithstanding the previous sentence, in the event one
or more defendants in a suit is unable to pay its share of defense costs due to
bankruptcy or dissolution of the business, the CONSULTANT shall meet and confer
with other parties regarding unpaid defense costs.

   (b) Indemnification for Other Than Professional Liability. Other than in the
performance of professional services and to the full extent permitted by law,
CONSULTANT shall indemnify, defend, and hold harmless CITY, and any and all of its
employees, officials, and agents from and against any liability (including liability for
claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory
proceedings, losses, expenses, or costs of any kind, whether actual, alleged, or
threatened, including attorneys fees and costs, court costs, interest, defense costs,
and expert witness fees), where the same arise out of, are a consequence of, or are
in any way attributable to, in whole or in part, the performance of this AGREEMENT by
CONSULTANT or by any individual or entity for which CONSULTANT is legally liable,
including but not limited to officers, agents, employees, or subconsultants of
CONSULTANT.

   (c) General Indemnification Provisions. CONSULTANT agrees to obtain
executed indemnity agreements with provisions identical to those set forth here in
this section from each and every subconsultant or any other person or entity
involved by, for, with or on behalf of CONSULTANT in the performance of this AGREEMENT. In the event CONSULTANT fails to obtain such indemnity obligations from others as required here, CONSULTANT agrees to be fully responsible according to the terms of this section. Failure of CITY to monitor compliance with these requirements imposes no additional obligations on CITY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend CITY as set forth here is binding on the successors, assigns, or heirs of CONSULTANT and shall survive the termination of this AGREEMENT or this section. Nothing in this indemnity shall be construed as authorizing any award of attorney's fees in any action on or to enforce the terms of this indemnity or AGREEMENT. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable.

(d) Indemnity Provisions for Contracts Related to Construction. This paragraph applies only when this AGREEMENT is related to construction. Without affecting the rights of CITY under any provision of this AGREEMENT, CONSULTANT shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY's active negligence accounts for only a percentage of the liability involved, the obligation of CONSULTANT will be for that entire portion or percentage of liability not attributable to the active negligence of CITY.

12. INSURANCE

Prior to performing any work or receiving any compensation under this AGREEMENT, CONSULTANT shall obtain, and thereafter maintain for the duration of this AGREEMENT, insurance coverage as specified in Exhibit B, attached hereto and incorporated herein as though set forth in full.

13. WARRANTY FOR GOODS

(a) If this AGREEMENT includes the purchase of equipment, supplies, or chattel (hereafter "GOODS"), CONSULTANT shall provide the following warranty of said GOODS, or obtain a warranty from the manufacturer and/or retailer with provisions equal to or exceeding those specified in this Section. In the event the manufacturer's warranty or retailer's warranty do not equal or exceed the protections specified in this Section, CONSULTANT agrees to provide said warranty protections. The warranty described hereunder extends to the original purchaser of the GOODS warranted under the warranty, and to each transferee owner of the GOODS. The term of this warranty begins on the date the GOODS are delivered to CITY, and continues therefrom. CONSULTANT warrants that:

1. The GOODS will function properly under normal use, will be of good workmanship, free from defect, of merchantable quality, and fit for CITY's intended use;

2. The GOODS will fully comply with any specifications provided by CITY and any samples or documentation provided by CONSULTANT;

3. The GOODS will be free of any security interests, liens, or encumbrances and CONSULTANT has title to the GOODS;
(4) The GOODS will not violate any intellectual property rights of any third party;

(5) The GOODS will be delivered free of the rightful claim of a third person by way of infringement; and

(6) The GOODS are merchantable in accordance with Commercial Code Section 2314.

(b) The warranty listed above is in addition to any other warranties made by CONSULTANT, the manufacturer, retailer, or imposed by law. All warranties will survive inspection and payment by CITY and are assignable to CITY’s successors and assigns. If any GOODS do not meet the warranty, CITY may, at CITY’s option, and without additional cost to CITY:

(1) Require CONSULTANT to repair or replace the GOODS until the GOODS meet the warranty. If CONSULTANT cannot replace the GOODS and repair either is not commercially practicable or cannot be made within three (3) days, CONSULTANT will refund the purchase price;

(2) Return any of the GOODS to CONSULTANT at CONSULTANT’s expense for a full refund;

(3) Correct the nonconformance and charge CONSULTANT for the costs to make the correction; or

(4) Engage a third party to provide substitute GOODS and charge CONSULTANT for the costs of obtaining the substitute GOODS from the third party.

14. INDEPENDENT CONTRACTOR

(a) CONSULTANT is and shall at all times remain as to the CITY a wholly independent contractor. The personnel performing the services under this AGREEMENT or behalf of CONSULTANT shall at all times be under CONSULTANT’s exclusive direction and control. Neither CITY nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT’s officers, employees, or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the CITY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatsoever against CITY, or bind CITY in any manner.

(b) No employee benefits shall be available to CONSULTANT in connection with the performance of this AGREEMENT. Except for the fees paid to CONSULTANT as provided in this AGREEMENT, CITY shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for CITY. CITY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder. In
addition to the indemnification provisions of Section 11, CONSULTANT shall indemnify, defend, and hold CITY harmless from claims or liability arising from CONSULTANT's employees for CITY benefits including, but not limited to, pension, health benefits, holiday, vacations, etc.

15. LEGAL RESPONSIBILITIES

CONSULTANT shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this AGREEMENT. CONSULTANT shall at all times observe and comply with all such laws and regulations. CITY, and its officers and employees, shall not be liable at law or in equity occasioned by failure of CONSULTANT to comply with this Section.

16. POLITICAL REFORM ACT

If the Political Reform Act requires CONSULTANT to file a Form 700, then CONSULTANT must file a Form 700 with full disclosure within 30 days of assuming office and thereafter must file an annual statement for each calendar year of this AGREEMENT.

17. UNDUE INFLUENCE

CONSULTANT declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of CITY in connection with the award, terms, or implementation of this AGREEMENT, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the CITY will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee, or agent of CONSULTANT, in connection with the award of this AGREEMENT or any work to be conducted as a result of this AGREEMENT. Violation of this section shall be a material breach of this AGREEMENT entitled CITY to any and all remedies at law or in equity.

18. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of CITY, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with this AGREEMENT.

19. RELEASE OF INFORMATION / CONFLICTS OF INTEREST

(a) All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without CITY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or unless requested by the Attorney for the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information
concerning the work performed under this AGREEMENT or relating to any project or property located within the CITY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

(b) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions, or other discovery request, court order, or subpoena from any person or party regarding this AGREEMENT and the work performed thereunder or with respect to any project or property located within the CITY. CITY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide the opportunity to review any response to discovery requests provided by CONSULTANT. However, CITY's right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

20. SECURITY OF INFORMATION

CONSULTANT shall identify reasonably foreseeable internal and external risks to the privacy and security of personal information acquired during performance of this AGREEMENT that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of the information. CONSULTANT shall regularly assess the sufficiency of any safeguards and information security awareness training in place to control reasonably foreseeable internal and external risks, and evaluate and adjust those safeguards in light of the assessment.

21. NOTICES

Any notices which either party may desire to give to the other party under this AGREEMENT must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

CITY
City of Fountain Valley
10200 Slater Avenue
Fountain Valley, California 92708
Attention: City Clerk

CONSULTANT
Group Delta Consultants, Inc
1320 S. Simpson Cir
Anaheim, California 92806
Attention: Nicholas Turner

22. ASSIGNMENT

CONSULTANT shall not assign the performance of this AGREEMENT, nor
any part thereof, nor any monies due hereunder, without the prior written consent of CITY.

☐ [Check if Applicable] CONSULTANT shall provide CITY fourteen (14) days' notice prior to the departure of any key personnel from CONSULTANT's employ. Should key personnel leave CONSULTANT's employ, CITY shall have the option to immediately terminate this AGREEMENT, within three (3) days of the close of said notice period. Upon termination of this AGREEMENT, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and CONSULTANT.

☐ [Check if Applicable] Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, only Nicholas Turner ("PRINCIPAL") shall perform the services described in this AGREEMENT. PRINCIPAL may use assistants, under his/her direct supervision, to perform some of the services under this AGREEMENT. CONSULTANT shall provide CITY fourteen (14) day's notice prior to the departure of PRINCIPLE from CONSULTANT's employ. Should he or she leave CONSULTANT's employ, CITY shall have the option to immediately terminate this AGREEMENT, within three (3) days of the close of said notice period. Upon termination of this AGREEMENT, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between CITY and CONSULTANT.

23. LICENSES

At all times during the term of this AGREEMENT, CONSULTANT shall have in full force and effect, all licenses required of it by law for the performance of the services described in this AGREEMENT including, but not limited to, a Fountain Valley business license.

24. GOVERNING LAW

CITY and CONSULTANT understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this AGREEMENT and also govern the interpretation of this AGREEMENT. Any litigation concerning this AGREEMENT shall take place in Orange County Superior Court or Central District of California Federal District Court.

25. ENTIRE AGREEMENT

This AGREEMENT contains the entire understanding between the parties relating to the obligations of the parties described in this AGREEMENT. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this AGREEMENT and shall be of no further force or effect. Each party is entering into this AGREEMENT based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.
26. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

CONSULTANT is bound by the contents of CITY's Request for Proposals and the contents of the Proposal submitted by CONSULTANT. In the event of conflict, this AGREEMENT shall take precedence over CITY's Request for Proposals and CONSULTANT's Proposal; and CITY's Request for Proposals shall take precedence over CONSULTANT's Proposal. No limitation of CONSULTANT's liability, waiver of rights of CITY, or release of rights or remedies held by CITY, contained in CONSULTANT's Proposal shall be of any force or effect.

27. INTERPRETATION

In the event of conflict or inconsistency between this AGREEMENT and any other document, including any proposal or Exhibit hereto, this AGREEMENT shall control unless a contrary intent is clearly stated. This AGREEMENT shall be interpreted as though drafted by all parties hereto.

28. MODIFICATION

No modification to this AGREEMENT shall be effective unless it is in writing and signed by authorized representatives of the parties hereto. The written modification requirement cannot be waived.

29. ATTORNEY FEES

In any action or proceeding brought by either party against the other party arising out of or in any way connected to this AGREEMENT, or where any provision hereof is validly asserted as a defense, the parties shall bear their own attorney's fees, costs, and expenses. Nothing in this provision shall excuse CONSULTANT's duty to provide CITY with a defense at CONSULTANT's cost when CITY receives a complaint, petition, or other pleading from a third party requiring CITY to defend itself.

30. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this AGREEMENT on behalf of CONSULTANT warrants and represents that he/she/they has the authority to execute this AGREEMENT on behalf of CONSULTANT and has the authority to bind CONSULTANT to the performance of his/her/its obligations hereunder

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CITY OF FOUNTAIN VALLEY

______________________________
Mayor

ATTEST:

______________________________
City Clerk

Approved as to Form:

HARPER & BURNS LLP

______________________________
Attorneys for the City

CONSULTANT

______________________________
Signature

______________________________
Typed Name

______________________________
Title

______________________________
Corporate seal (or attach Notary acknowledgment)
Exhibit “A”
Scope of Services
And Payment Terms
City of Fountain Valley
10200 Slater Avenue
Fountain Valley, California 92708

Attention: Kyle Hilton

Subject: Proposal for Materials Testing and Special Inspection Services
City of Fountain Valley – Sewer Replacement Project
Fountain Valley, California 92708
Group Delta Proposal No. MT19-019

Dear Kyle:

1.0 INTRODUCTION

Group Delta Consultants, Inc. is pleased to present this proposal for materials testing and special inspection services at the subject site. This proposal is based on the project documents, and our experience with similar projects. The estimated fees are based on information provided City of Fountain Valley, plans and our experience on similar projects. However, invoices will reflect actual time and tests related to the project during the project.

2.0 PROJECT UNDERSTANDING

Based on the plans and correspondence with the City of Fountain Valley, it is our understanding that the sewer project consists of rehabilitation work in various locations throughout the City and includes approximately 2,750 lineal feet of new SDR pipe and 3,320 lineal feet of re-lining existing VCP sewer pipe. The project duration is 120 working days.

Construction components for the rehabilitation will require Materials Testing Services for this project will include, but are not limited to the following:

- Group Delta Project Engineer / Manager attendance at all Meetings and/or Progress Meetings as requested by the Client;
- Experienced Group Delta Field Technicians will provide observation and evaluation of contractor’s activities as requested by Client;
- Group Delta Field Technicians will perform field compaction testing of site grading, trench backfill, and AC Paving throughout the site using properly calibrated Nuclear Gauges in accordance with ASTM D-2922. Field results will be communicated to the Contractor as
soon as they are available. Areas failing to meet required compaction will immediately be identified. These areas will then require reworking and/or additional compactive effort. Retesting will be performed on the reworked areas until required compaction has been achieved;

- Group Delta shall provide Certified ACI Field Technicians to perform sampling during placement of concrete. Experienced Group Delta ACI Technicians will monitor mixing time, material temperature, and test for slump as required in the Special Provisions. Group Delta ACI Technicians will verify placement of Approved Mix Designs and fabricate compressive strength samples to be tested in our laboratory;

- Certified ACI Strength Testing Technicians will perform laboratory compression strength testing of concrete sampled during placement. Review of field conditions and laboratory test results by California Registered Civil Engineer;

- Construction materials will be tested in our laboratory to insure compliance with project plans and specifications; and

- Preparation of a Final Report detailing field procedures, field and laboratory test results, and conclusions and recommendations.

### 3.0 SCOPE OF SERVICES

Group Delta will provide the following observation and testing services, in accordance with the appropriate requirements and codes. For purposes of the services to be provided under this proposed scope of work, the term “Inspection” is defined as observation and testing to evaluate conformance with plans, specifications and codes.

#### Materials Testing Summary

Group Delta will provide services in compliance with specified specifications, unless otherwise noted, for the following inspections at the direction of the Client:

**SOILS**

- Compaction testing of trenching, subgrade, base and asphalt for roadways

**CONCRETE**

- Observation at time of placement for bus pads, sidewalks, drive approaches, curb and gutter
- Sampling and concrete monitoring at time of placement bus pads, sidewalks, drive approaches, curb and gutter
Laboratory Testing Summary

Laboratory testing will be performed in conjunction with the field testing and observation described above to evaluate that the materials comply with project requirements and are suitable for the intended use.

Miscellaneous Services

- Sample pick-up and delivery
- Project management
- Attend project meetings
- Preparation and submission of written reports

Compliance: The sampling of construction materials, testing and inspections will be conducted in accordance with the applicable ASTM and AASHTO Standards and as required by the project plans and specifications.

Project Management Summary

All field inspection Daily Field Reports and Laboratory Test Results will be distributed to client electronically as soon as they are available. Items found in non-compliance with the project requirements will be brought to the immediate attention of the general contractor's construction superintendent, designated design professionals, and your representative. Our materials QA/QC Inspection Manager will also conduct field visits and provide consultation to the team, as needed during the project.

4.0 FEE COST ESTIMATE

The Cost Estimate for the scope of services is attached. The proposal assumes that the project is subject to prevailing wage.

A Bid set of plans were provided for our review in preparing this estimate. Material testing shall be performed on a Time and Material basis with an initial budget as indicated in Table 1.

The contractor will have the ultimate responsibility to perform the work within the project schedule. The final budget associated with observation/inspection and testing will largely depend on factors including actual construction schedule requiring inspection, construction delays, and change in contractors’ schedule, weather conditions, failed tests, additional meetings/site visits. Group Delta’s Project Manager will monitor the number of hours required for Group Delta personnel to perform each task and compare with the project schedule. Additional services at the request of the client will be provided on time-and-materials basis in accordance with our unit rate fees. We have included a budget estimate along with this proposal.

In-line with the current standards, a two (2) hour charge will be made for "show-up" where work is cancelled. All hours up to four (4) and eight (8) will be charged as minimums. Overtime will be applied at 1.5 times the hourly rate for work performed at the site in excess of eight (8)
hours per day including Saturdays and additional hours at 2.0 times including Sundays and holidays after twelve (12) hours of work.

Our services will not include layout, direction or supervision of personnel of others or review or evaluation of safety practices of others at or near the project site. If our services are provided on an "on call" basis, we will not impart any opinion regarding suitability, performance or specification compliance of work unless our field representative has timely and sufficient opportunity for observation and testing.

Please note that Group Delta will utilize inspectors with multiple certifications whenever possible to minimize project costs. Reports of tests and inspections will be distributed as designated by the client. Laboratory unit prices are all inclusive. The unit prices for laboratory tests include all labor and equipment necessary to complete the test procedure in the laboratory. Additional areas of construction may require materials testing or inspections to satisfy other code or jurisdictional requirements. These services will be provided at the client’s request. However, they are not included in our fee estimate and will be invoiced

5.0 MISCELLANEOUS

Timely notification of work requiring inspection will help Group Delta’s field personnel ensure that all relevant work is observed/tested. You are requested to provide Group Delta with at least 24 hours’ advance notice for any field-testing activities. Similarly, the source of any import material should be indicated to Group Delta at least 72 hours before material is to be brought to the site. This will provide time for us to sample and test the material.

Group Delta will not be responsible for the safety of personnel, equipment, and materials at the site other than its own.

GROUP DELTA
6.0 Closure

Please complete and sign the authorization block below and return to our office, or provide other suitable documentation indicating acceptance of this proposal, as our authorization to proceed with the project.

If you have any questions or need additional information, please call the undersigned at (714) 660-7541 [desk] or (909) 437-6128 [cell].

Sincerely,
GROUP DELTA CONSULTANTS, INC.

[Signature]

Jim Cunneen, JD, PE
Associate Engineer / Office Manager

JPC/

Enclosure: Table 1 Cost Estimate based on City of Fountain Valley Contract Fees

<table>
<thead>
<tr>
<th>ACCEPTANCE OF PROPOSAL AND AUTHORIZATION TO PROCEED</th>
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<tr>
<td>Client*:</td>
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<tr>
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<tr>
<td>Address:</td>
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<td>Telephone No: ( ) FAX No: ( )</td>
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Invoice to be sent to the Client*, who will be responsible for the payment of services.

Client's special invoicing instructions/PO Number:
TABLE 1 – COST ESTIMATE/FEES
## TABLE 1 - COST ESTIMATE
Special Inspection and Material Testing
**Fountain Valley - Various Locations Sewer System Replacement Project**

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<tr>
<th>TASKS/ SERVICES</th>
<th>Days</th>
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<th>Estimated Units</th>
<th>Unit</th>
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<td>Special Inspection Sub Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td>$2,692.00</td>
</tr>
<tr>
<td>Miscellaneous Materials Testing</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laboratory Testing Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Sieve Analysis w/0 Hydrometer (ASTM D422)</td>
<td>9</td>
<td>Tests</td>
<td></td>
<td></td>
<td>$120.00</td>
<td>$350.00</td>
</tr>
<tr>
<td>Maximum Density and Optimum Moisture (ASTM D1557) - 4” Mold</td>
<td>3</td>
<td>Tests</td>
<td></td>
<td></td>
<td>$220.00</td>
<td>$660.00</td>
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<tr>
<td>Maximum Density and Optimum Moisture (ASTM D1557) - 6” Mold</td>
<td>3</td>
<td>Tests</td>
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<td>$250.00</td>
<td>$750.00</td>
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<td>Expansion Index (ASTM D4829)</td>
<td>3</td>
<td>Tests</td>
<td></td>
<td></td>
<td>$90.00</td>
<td>$270.00</td>
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<tr>
<td>Sand Equivalent (ASTM D2170)</td>
<td>3</td>
<td>Tests</td>
<td></td>
<td></td>
<td>$110.00</td>
<td>$330.00</td>
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<tr>
<td>Sieve Analysis (ASTM C130) coarse aggregate</td>
<td>5</td>
<td>Tests</td>
<td></td>
<td></td>
<td>$105.00</td>
<td>$325.00</td>
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<tr>
<td>R-Value, Aggregate Base (ASTM D854)</td>
<td>3</td>
<td>Tests</td>
<td></td>
<td></td>
<td>$375.00</td>
<td>$1,125.00</td>
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<tr>
<td>Laboratory Testing of Asphalt Concrete (HMA) - Extraction/Gradation</td>
<td>4</td>
<td>Tests</td>
<td></td>
<td></td>
<td>$240.00</td>
<td>$960.00</td>
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<tr>
<td>Hveem Unit Weight (CTM 204 &amp; 208, set of 3)</td>
<td>4</td>
<td>Tests</td>
<td></td>
<td></td>
<td>$235.00</td>
<td>$940.00</td>
</tr>
<tr>
<td>Compressive Strength, per cylinder (ASTM C39)</td>
<td>30</td>
<td>Tests</td>
<td></td>
<td></td>
<td>$35.00</td>
<td>$1,050.00</td>
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<tr>
<td>Misc. Sub Total</td>
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<tr>
<td>Project Management, Administration, and Final Report</td>
<td></td>
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<tr>
<td>Senior Project Professional Engineer</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td>Hours</td>
<td>$155.00</td>
<td>$310.00</td>
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<tr>
<td>Project Manager, Project Management, Review</td>
<td>6</td>
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<td>6</td>
<td>Hours</td>
<td>$145.00</td>
<td>$870.00</td>
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<tr>
<td>Project Assistant / Dispatch / Field Coordination</td>
<td>20</td>
<td>1</td>
<td>5</td>
<td>Hours</td>
<td>$70.00</td>
<td>$350.00</td>
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<tr>
<td>Mileage (20 Miles round trip per day @ 40 days)</td>
<td>40</td>
<td>0</td>
<td>800</td>
<td>Fee</td>
<td>$0.50</td>
<td>$400.00</td>
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<td>Final Letters</td>
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<td>1</td>
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<td>Fee</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
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<td>Estimated Total</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$30,599.00</td>
</tr>
</tbody>
</table>

The estimated quantities are based on plans provided. Deviations from these quantities and amounts will lead to changes in actual charges incurred and increase in budgeted amount. If quantities need modification, please notify us immediately to adjust the quantities reflecting the budget.

Notes:
1) This estimate assumes that the project is subject to prevailing wage laws.
2) This estimate EXCLUDES Material Inspection Services and Fabrication shop Services.
3) The hourly rates will be assessed based on four hours minimum and eight hours for work beyond four hours. Same day cancellations will be assessed at two hours minimum and cancellation received within two hours of the scheduled time, will be billed for four hours minimum.
4) Overtime will be charged at 1.5 times the regular hourly rate including Saturdays and additional hours at 2.0 times (Including Sundays and Holidays) after first 12 hours of work.
5) The rates for inspection/testing not listed above will be provided upon request.
6) The samples on-hold (including concrete and/or soils) will be assessed based on unit rate fees.
7) No over-time is assumed in this cost estimate.
## TESTING & INSPECTION SERVICES (inspection wages subject to prevailing wage)

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete Inspector</td>
<td>$120/$89</td>
</tr>
<tr>
<td>Shotcrete Inspector</td>
<td>$120/$89</td>
</tr>
<tr>
<td>PT Strand Inspector</td>
<td>$120/$89</td>
</tr>
<tr>
<td>Masonry Inspector</td>
<td>$120/$89</td>
</tr>
<tr>
<td>Drilled in Anchor Inspector</td>
<td>$120/$89</td>
</tr>
<tr>
<td>AWS/CWI QC-1</td>
<td>$120/$89</td>
</tr>
<tr>
<td>Structural Steel Welding &amp; Bolting Inspector (Field/Shop)</td>
<td>$120/$89</td>
</tr>
<tr>
<td>Fireproofing Inspector</td>
<td>$120/$89</td>
</tr>
<tr>
<td>Wood Frame/Shear Inspector</td>
<td>$120/$89</td>
</tr>
<tr>
<td>Soils Technician</td>
<td>$120/$89</td>
</tr>
<tr>
<td>Deputy Grading Inspector</td>
<td>$120/$89</td>
</tr>
<tr>
<td>Asphalt Technician</td>
<td>$120/$89</td>
</tr>
<tr>
<td>Concrete Sampling Technician</td>
<td>$120/$89</td>
</tr>
<tr>
<td>Batch Plant Technician/Inspector</td>
<td>$120/$89</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$185/$145</td>
</tr>
<tr>
<td>Quality Control Manager</td>
<td>$155/$120</td>
</tr>
<tr>
<td>Laboratory Manager</td>
<td>$140/$120</td>
</tr>
</tbody>
</table>

## PROFESSIONAL SERVICES

<table>
<thead>
<tr>
<th>Role</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior</td>
<td>$195/$155</td>
</tr>
<tr>
<td>Project</td>
<td>$175/$135</td>
</tr>
<tr>
<td>Staff</td>
<td>$145/$110</td>
</tr>
<tr>
<td>Designer / Illustrator / AutoCAD</td>
<td>$100/$70</td>
</tr>
<tr>
<td>Project Assistant/Dispatch/Admin</td>
<td>$80/$50</td>
</tr>
</tbody>
</table>

## SPECIALTY TESTING SERVICES (rates include equipment charges)

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tile/Brick Shear Testing, Two Man Crew*</td>
<td>$395/$285</td>
</tr>
<tr>
<td>Tile/Substrate Pull Testing, Two Man Crew*</td>
<td>$265/$185</td>
</tr>
<tr>
<td>Coring Technician, Two Man</td>
<td>$290/$210</td>
</tr>
<tr>
<td>Coring Technician, One Man</td>
<td>$185/$135</td>
</tr>
<tr>
<td>UT/MF Non-Destructive Testing (Level II)*</td>
<td>$120/$90</td>
</tr>
<tr>
<td>Fireproofing Adhesion Testing*</td>
<td>$120/$89</td>
</tr>
<tr>
<td>Pachometer Survey</td>
<td>$120/$89</td>
</tr>
<tr>
<td>Torque/Pull Testing of Anchors &amp; Bolts*</td>
<td>$120/$89</td>
</tr>
<tr>
<td>Rebar/Strand Tag &amp; Sample</td>
<td>$120/$89</td>
</tr>
<tr>
<td>Moisture Emission Testing</td>
<td>$120/$89</td>
</tr>
<tr>
<td>Laboratory Testing</td>
<td>$90/$65</td>
</tr>
<tr>
<td>Sample Pickup (hr.)</td>
<td>$65/$60</td>
</tr>
</tbody>
</table>

*Subject to prevailing wage

## Equipment/Supply Charges

<table>
<thead>
<tr>
<th>Item</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vehicle Charge</td>
<td>$16/hr.</td>
</tr>
<tr>
<td>Nuclear Density Gauge</td>
<td>$10/hr.</td>
</tr>
<tr>
<td>Other Testing Equipment</td>
<td>$8/hr.</td>
</tr>
</tbody>
</table>
Group Delta Consultants, Inc.
Schedule of Fees 2017 (Discount)

BASIS OF CHARGES

Minimum Charges (Field Services)
2-Hour Minimum: Show-Up Cancellation, no work performed
4-Hour Minimum: 1-4 hours of work performed
8-Hour Minimum: over 4 hours of work performed

Regular Time
The first 8 hours worked Monday through Friday between 5:00 am and 5:00 pm

In the event that project related equipment is required to be transported to and from the project site, other than
hand tools, the time required to do so shall be considered hours worked and will be billed as such.

Premium Charges
Shift Differential, shifts starting after 5:00 pm or before 5:00 am (requires 48 hr. notice): $2/Hr. Additional
Over 8 hrs. on weekdays, up to 8 hrs. on Saturdays: 1.5 x Hourly Rate
Over 12 hrs. on weekdays, over 8 hrs. on Saturdays, Sunday, Holidays: 2.0 x Hourly Rate

Pickups
Sample pickups occurring after hours or on weekends to comply with ASTM standards (required to be transported
to the final curing location within 48 hours of casting) may be subject to premium charges (overtime).

Rush Charges For Laboratory Services
Expeditied turnaround is available for some tests at the following premiums above list price.
Same day service: 100% based on availability
1 day turnaround: 80%
2 day turnaround: 60%
3 day turnaround: 40%
4 day turnaround: 25%

Travel for Remote Projects
Travel time will be charged at the relevant base hourly rate.

Charges for Subcontracted Services
Outside Services/Subconsultants/Subcontractors: Cost Plus 15%

Reimbursable Expenses
Parking, air fare, car rental, food and lodging, etc.: Cost Plus 15%

Mileage
Mileage (per current IRS rate): $.54/mile

Equipment/Supply Charges
Mil Thickness Gauge: $20/hr.
# Group Delta Consultants, Inc.
## Schedule of Fees 2017 (Discount)

**LABORATORY TESTING**

**(unit cost)**

<table>
<thead>
<tr>
<th>Classification and Index Tests:</th>
<th>Soil and Rock Tests</th>
</tr>
</thead>
<tbody>
<tr>
<td>Atterberg Limits, Plasticity Index (ASTM D4318)</td>
<td>$165</td>
</tr>
<tr>
<td>Moisture Content (ASTM D2216)</td>
<td>$30</td>
</tr>
<tr>
<td>Sieve Analysis % Passing #200 Seive (ASTM D1140)</td>
<td>$105</td>
</tr>
<tr>
<td>Sieve Analysis w/ Hydrometer (ASTM D422)</td>
<td>$120</td>
</tr>
<tr>
<td>Sieve Analysis w/ Hydrometer (ASTM D422)</td>
<td>$120</td>
</tr>
<tr>
<td>pH of Soil (CTM 643)</td>
<td>$45</td>
</tr>
<tr>
<td>Soil Resistivity (CTM 643)</td>
<td>$90</td>
</tr>
<tr>
<td>Soluble Sulfate (CTM 417)</td>
<td>$105</td>
</tr>
<tr>
<td>Chloride Content (CTM 422)</td>
<td>$65</td>
</tr>
<tr>
<td>Corrosivity Series: Sulfate, Chloride, pH, Resistivity (CTM643, 417, 422)</td>
<td>$265</td>
</tr>
<tr>
<td>Specific Gravity of Soil (ASTM D544)</td>
<td>$120</td>
</tr>
<tr>
<td>Unit Weight/Moisture Content, wax (ASTM D2937)</td>
<td>$65</td>
</tr>
<tr>
<td>Unit Weight/Moisture Content, Shelby tube (ASTM D2937)</td>
<td>$65</td>
</tr>
<tr>
<td>Abrasion Test (ASTM C131/C553)</td>
<td>$230</td>
</tr>
<tr>
<td>Clay Lumps/Friable Particles (ASTM C142)</td>
<td>$120</td>
</tr>
<tr>
<td>Durability Index, Coarse (ASTM D3744/CTM229)</td>
<td>$135</td>
</tr>
<tr>
<td>Durability Index, Fine (ASTM D3744/CTM229)</td>
<td>$115</td>
</tr>
<tr>
<td>Durability Index, Coarse &amp; Fine (ASTM D3744/CTM229)</td>
<td>$225</td>
</tr>
<tr>
<td>Lime Stabilized Subgrade Mix Design</td>
<td>$540</td>
</tr>
<tr>
<td>Organic Impurities (ASTM C40)</td>
<td>$90</td>
</tr>
<tr>
<td>Percent Fractured Aggregate (ASTM D5821)</td>
<td>$130</td>
</tr>
<tr>
<td>Fine Aggregate Angularity (ASTM C1252)</td>
<td>$90</td>
</tr>
<tr>
<td>Sand Equivalent (ASTM D2419)</td>
<td>$115</td>
</tr>
<tr>
<td>Sulfate Soundness (ASTM C86) per sieve size</td>
<td>$150</td>
</tr>
<tr>
<td>Cleanliness Value (CTM 227)</td>
<td>$145</td>
</tr>
<tr>
<td>Flat &amp; Elongated Particles, Per Screen Size (ASTM D4791)</td>
<td>$105</td>
</tr>
<tr>
<td>Unit Weight of Aggregate, loose/dry rod (ASTM C29)</td>
<td>$105</td>
</tr>
</tbody>
</table>

## Sample Preparation

Sample preparation such as hand-cutting of samples, extraction from samplers, processing, and mixing of stabilized soils will be charged in addition to the individual test at the Engineering Technician hourly rate.

* $85
## Group Delta Consultants, Inc.
### Schedule of Fees 2017 (Discount)
#### LABORATORY TESTING, CONTINUED

### CONSTRUCTION MATERIALS

<table>
<thead>
<tr>
<th>Test Description</th>
<th>Unit Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asphalt Concrete:</td>
<td></td>
</tr>
<tr>
<td>Bulk Specific Gravity of Core, Coated (CTM 308, ASTM D1188)</td>
<td>$105</td>
</tr>
<tr>
<td>Hveem Unit Weight (CTM 304/308), set of 3</td>
<td>$295</td>
</tr>
<tr>
<td>Hveem Unit Weight (ASTM D2726), set of 2</td>
<td>$235</td>
</tr>
<tr>
<td>Stabilometer Value, set of 3 (CTM 366)</td>
<td>$230</td>
</tr>
<tr>
<td>Stabilometer Value Only, set of 3 without Unit Weight (CTM 366)</td>
<td>$360</td>
</tr>
<tr>
<td>Asphalt Concrete JMF Verification</td>
<td>$2,880</td>
</tr>
<tr>
<td>Marshall Unit Weight (ASTM D2559), 3 plug average</td>
<td>$265</td>
</tr>
<tr>
<td>Marshall Stability/Flow (ASTM D5600), set</td>
<td>$255</td>
</tr>
<tr>
<td>Percent Bitumen (CTM 382)</td>
<td>$135</td>
</tr>
<tr>
<td>Percent Bitumen &amp; Gradation of Extracted Sample (CTM 382/202)</td>
<td>$240</td>
</tr>
<tr>
<td>Film Stripping (CTM 302)</td>
<td>$235</td>
</tr>
<tr>
<td>HMA Moisture Content (CTM 371)</td>
<td>$75</td>
</tr>
<tr>
<td>Specific Gravity (Rice) of Bitumen Mix (ASTM D2041)</td>
<td>$175</td>
</tr>
<tr>
<td>Swell Test – Asphalt Concrete (CTM 305)</td>
<td>$245</td>
</tr>
<tr>
<td>Ignition Oven Correction Factor Aggregate and oil</td>
<td>$780</td>
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<tr>
<td>Ignition Oven Correction Factor Aggregate and oil w/ 3AP</td>
<td>$1,500</td>
</tr>
<tr>
<td>Hveem AC Mix Design</td>
<td>Quote</td>
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<tr>
<td>Marshall AC Mix Design</td>
<td>Quote</td>
</tr>
<tr>
<td>Tensile Strength Ratio, Field Mix (CTM 371)$950</td>
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</tr>
<tr>
<td>Tensile Strength Ratio, Lab Mix (CTM 371)$1,700</td>
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</tr>
<tr>
<td>Tensile Strength Ratio Lab Mix w/ Lime (CTM 371)</td>
<td>$2,280</td>
</tr>
<tr>
<td>Tensile Strength Ratio Field Mix (ASTM D4867)</td>
<td>$500</td>
</tr>
<tr>
<td>Tensile Strength Ratio Lab Mix (ASTM D4867)</td>
<td>$1,800</td>
</tr>
<tr>
<td>Tensile Strength Ratio Lab Mix w/ Lime (ASTM D4867)</td>
<td>$2,040</td>
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### REINFORCED CONCRETE TESTS:

<table>
<thead>
<tr>
<th>Test Description</th>
<th>Unit Cost</th>
</tr>
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<tbody>
<tr>
<td>Composite Strength, per cylinder (ASTM C39)</td>
<td>$35</td>
</tr>
<tr>
<td>Composite Strength, per core (ASTM C39/42)</td>
<td>$65</td>
</tr>
<tr>
<td>Flexural Strength, 8x8x18 beam (ASTM C78)</td>
<td>$90</td>
</tr>
<tr>
<td>Composite Strength, Shotcrete Panel, Set of 3 (ASTM C39/42)</td>
<td>$330</td>
</tr>
<tr>
<td>Composite Strength of Shotcrete Cores, each</td>
<td>$65</td>
</tr>
<tr>
<td>Removal of Shotcrete Cores, in lab, each</td>
<td>$55</td>
</tr>
<tr>
<td>Composite Strength, Light Weight Concrete Fill</td>
<td>$45</td>
</tr>
<tr>
<td>Drying Shrinkage, 3 specimens, 28-day (ASTM C157)</td>
<td>$530</td>
</tr>
<tr>
<td>Modulus of Elasticity (ASTM C469)</td>
<td>$225</td>
</tr>
<tr>
<td>Tensile Strength, Splitting (ASTM C496)</td>
<td>$105</td>
</tr>
<tr>
<td>Petrographic Analysis of Concrete Mat.</td>
<td>Quote</td>
</tr>
<tr>
<td>Cement Content Analysis of Conc. (ASTM C1084)</td>
<td>$1,020</td>
</tr>
<tr>
<td>Coefficient of Thermal Expansion</td>
<td>$780</td>
</tr>
<tr>
<td>Concrete Trial Batch w/ lab testing</td>
<td>$1,320</td>
</tr>
<tr>
<td>Sample Pickup, trip</td>
<td>$65</td>
</tr>
<tr>
<td>Compressive Strength of Masonry Block, Set of 3 (ASTM C140)</td>
<td>$230</td>
</tr>
<tr>
<td>Linear Shrinkage of Masonry Blok, set of 3 (ASTM C426)</td>
<td>$300</td>
</tr>
<tr>
<td>Shear Test of Masonry Cores, 6&quot; (DSA)</td>
<td>$105</td>
</tr>
<tr>
<td>Compressive Strength of Masonry Cores, 6&quot;</td>
<td>$75</td>
</tr>
<tr>
<td>Dimensions of Masonry Blok, Set of 3 (ASTM C140)</td>
<td>$60</td>
</tr>
<tr>
<td>Efflorescence, Block with Mortar, per unit</td>
<td>$60</td>
</tr>
<tr>
<td>Efflorescence, Block only, per unit</td>
<td>$60</td>
</tr>
<tr>
<td>Absorption of Masonry Block (ASTM C140), Set of 3</td>
<td>$105</td>
</tr>
<tr>
<td>Unit Weight of Masonry Block (ASTM C140), Set of 3</td>
<td>$105</td>
</tr>
<tr>
<td>Moisture Content of Masonry Block (ASTM C140), Set of 3</td>
<td>$105</td>
</tr>
<tr>
<td>Mortar Compressive Strength 2x4, per cylinder (UBC STD 21-16)</td>
<td>$65</td>
</tr>
<tr>
<td>Grout Compressive Strength 2x2x2, per cube (ASTM C109)</td>
<td>$50</td>
</tr>
<tr>
<td>3x3x6, per cube (UBC STD 21-18)</td>
<td>$65</td>
</tr>
<tr>
<td>Brick Compressive Strength, 5 brick set (ASTM C67)</td>
<td>$265</td>
</tr>
<tr>
<td>Brick Absorption Test (ASTM C67) 5 or 24-hour submersion, 5 brick set</td>
<td>$265</td>
</tr>
<tr>
<td>1, 2, or 5-hour boiling, 5 brick set</td>
<td>$265</td>
</tr>
<tr>
<td>Efflorescence, Brick, 5 brick set (ASTM C67)</td>
<td>$264</td>
</tr>
<tr>
<td>Modulus of Rupture, 5 brick set (ASTM C67)</td>
<td>$190</td>
</tr>
<tr>
<td>Moisture As-Received, 5 brick set (ASTM C67)</td>
<td>$164</td>
</tr>
<tr>
<td>Saturation Coefficient/Absorption, 5 brick set (requires 24 hr. Submersion and 5 hr., boil Absorption test prior to calculation)</td>
<td>$130</td>
</tr>
</tbody>
</table>
### CONSTRUCTION MATERIALS

#### STRUCTURAL STEEL:

<table>
<thead>
<tr>
<th>Test Description</th>
<th>Unit Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>High Strength Bolt Testing (ASTM F605)</td>
<td>$45</td>
</tr>
<tr>
<td>Hardness, bolt, washer, or nut, each</td>
<td></td>
</tr>
<tr>
<td>Bolt Wedge Tensile, up to 7/8&quot;, each</td>
<td>$75</td>
</tr>
<tr>
<td>Bolt Wedge Tensile, 1 to 1-1/4&quot;, each</td>
<td>$105</td>
</tr>
<tr>
<td>Bolt Wedge Tensile, over 1-1/4&quot;, each</td>
<td>Quote</td>
</tr>
<tr>
<td>Bolt Proof Load, up to 7/8&quot;, each</td>
<td>$60</td>
</tr>
<tr>
<td>Bolt Proof Load, 1 to 1-1/4, each</td>
<td>$50</td>
</tr>
<tr>
<td>Bolt Proof Load, over 1-1/4&quot;, each</td>
<td>Quote</td>
</tr>
<tr>
<td>Nut Proof Load, up to 7/8&quot;, each</td>
<td>$50</td>
</tr>
<tr>
<td>Nut Proof Load, 1 to 1-1/4&quot;, each</td>
<td>$75</td>
</tr>
<tr>
<td>Nut Proof Load, over 1-1/4&quot;, each</td>
<td>Quote</td>
</tr>
<tr>
<td>Bolt Assembly Test Series, Set of 3</td>
<td>$630</td>
</tr>
<tr>
<td>Set-Up, charged for each size if less than three bolts of each size are submitted</td>
<td>$110</td>
</tr>
</tbody>
</table>

**Rebar, Tensile Test (ASTM A370)**

<table>
<thead>
<tr>
<th>Size</th>
<th>Unit Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>No. 9 bar and smaller</td>
<td>$75</td>
</tr>
<tr>
<td>No. 10-14 bar</td>
<td>$115</td>
</tr>
<tr>
<td>No. 18 bar</td>
<td>$205</td>
</tr>
</tbody>
</table>

**Rebar, Bend Test (ASTM A370)**

<table>
<thead>
<tr>
<th>Size</th>
<th>Unit Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>No. 9 bar and smaller</td>
<td>$55</td>
</tr>
<tr>
<td>No. 10-14 bar</td>
<td>$80</td>
</tr>
<tr>
<td>No. 18 bar</td>
<td></td>
</tr>
</tbody>
</table>

**Welded Rebar (CTM 670)**

<table>
<thead>
<tr>
<th>Size</th>
<th>Unit Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>No. 9 bar and smaller</td>
<td>$75</td>
</tr>
<tr>
<td>No. 10-14 bar</td>
<td>$120</td>
</tr>
</tbody>
</table>

**Mechanically Spliced (CTM 670)**

<table>
<thead>
<tr>
<th>Size</th>
<th>Unit Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>No. 9 bar and smaller</td>
<td>$80</td>
</tr>
<tr>
<td>No. 10-14 bar</td>
<td>$155</td>
</tr>
<tr>
<td>No. 18 bar</td>
<td>$210</td>
</tr>
</tbody>
</table>

**Slipage Test In Addition to Tensile, each**

<table>
<thead>
<tr>
<th>Size</th>
<th>Unit Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>100k or less</td>
<td>$85</td>
</tr>
<tr>
<td>101k-200k</td>
<td>$105</td>
</tr>
</tbody>
</table>

#### CONSTRUCTION MATERIALS (cont.)

<table>
<thead>
<tr>
<th>Test Description</th>
<th>Unit Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Structural Steel, Bend Test</td>
<td>$75</td>
</tr>
<tr>
<td>Structural Steel, Pipe Flattening Test</td>
<td>$60</td>
</tr>
<tr>
<td>Seven Wire Strand, Tensile/MOE (ASTM A416)</td>
<td>$320</td>
</tr>
<tr>
<td>Seven Wire Strand, Tensile Only (ASTM A416)</td>
<td>$155</td>
</tr>
<tr>
<td>Machining and Prep. of Structural Steel</td>
<td>$95</td>
</tr>
<tr>
<td>Structural Steel Chemical Analysis</td>
<td>$125</td>
</tr>
<tr>
<td>Skidmore Bolt Calibration, In Lab</td>
<td>$140</td>
</tr>
<tr>
<td>Weld Procedure Qualification Test, Rebar</td>
<td>$415</td>
</tr>
<tr>
<td>Welder Qualification Test, Rebar</td>
<td>$275</td>
</tr>
<tr>
<td>Weld Procedure Qualification Test</td>
<td>$475</td>
</tr>
<tr>
<td>Welder Qualification Test</td>
<td>$175</td>
</tr>
<tr>
<td>Carbon Equivalent</td>
<td>$130</td>
</tr>
<tr>
<td>Carbon Equivalent, Including Calculation</td>
<td>$200</td>
</tr>
<tr>
<td>Macrotetch Test of Welds</td>
<td>$90</td>
</tr>
<tr>
<td>Nelson Stud Tensile (ASTM A370)</td>
<td>$270</td>
</tr>
<tr>
<td>Charpy Impact Testing</td>
<td>Quote</td>
</tr>
</tbody>
</table>

#### FIREPROOFING:

<table>
<thead>
<tr>
<th>Test Description</th>
<th>Unit Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spray-Applied Fireproofing, Density (ASTM E605)</td>
<td></td>
</tr>
<tr>
<td>Oven-Dry Method</td>
<td>$60</td>
</tr>
<tr>
<td>Displacement Method</td>
<td>$60</td>
</tr>
</tbody>
</table>

#### ROOFING:

<table>
<thead>
<tr>
<th>Test Description</th>
<th>Unit Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asbestos Evaluation, per ply</td>
<td>$75</td>
</tr>
<tr>
<td>Asphalt Softening Point</td>
<td>quote</td>
</tr>
<tr>
<td>Roofing Material Analysis (ASTM D2829)</td>
<td>quote</td>
</tr>
<tr>
<td>with Surfacing</td>
<td></td>
</tr>
<tr>
<td>without Surfacing</td>
<td></td>
</tr>
<tr>
<td>Roofing Tile, Absorption, set of 5 (ASTM C67)</td>
<td>$265</td>
</tr>
<tr>
<td>Roofing Tile, Strength, set of 5 (ASTM C67)</td>
<td>$265</td>
</tr>
</tbody>
</table>
RECOGNITION OF RISK
Client recognizes that the interpretations and recommendations of Group Delta Consultants, Inc. (GDC) are based solely on the information available to GDC. Client further recognizes that surface and subsurface conditions can vary from those encountered at the times and locations where data are obtained by GDC, and that the limitation on available data results in some level of uncertainty with respect to the interpretation of those conditions despite the use of due professional care.

GDC will not be responsible for the effect of any opinion rendered hereunder of unknowns such as acts of others on adjacent properties, variables of nature, including but not limited to earthquakes, masking of rocks by heavy ground cover or the works of man, acts of God or other variables beyond the control of GDC.

GDC shall write reports so as to meet the administrative requirements of local governmental agencies; however, as the decisions of such agencies are discretionary, GDC does not guarantee the approval of its reports or of Client’s project by any governmental agency.

PROFESSIONAL RESPONSIBILITY
GDC represents that the services shall be performed, within the limits prescribed by Client, in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances. No other representations to Client, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

General INDEMNIFICATION—Other than Professional Services
GDC agrees to indemnify, hold harmless and defend Client from and against any and all loss, expenses, including reasonable attorney’s fees, injury, damage, to property or person, liability, arising out of the services performed by GDC except where such loss, injury, damage, liability, cost, expenses or claims are the result of the negligence or willful misconduct of Client, its agents, employees, officers, directors or shareholders.

PROFESSIONAL SERVICES INDEMNITY
GDC agrees to the fullest extent permitted by law, to indemnify and hold Client harmless from any damages, liability or cost to the extent caused by GDC established and adjudicated negligence and only in direct proportion thereto. GDC is not obligated to indemnify the Client in any manner whatsoever for the Client’s negligence, whether active, passive or otherwise. The Client is not obligated to indemnify the Consultant in any manner whatsoever for GDC negligence, whether active, passive or otherwise. GDC shall defend itself from any actual or alleged claims arising from the GDC’s services under this Agreement. GDC agrees to compensate the Client for reasonable attorney’s fees or expenses incurred to defend the Client from any claims that are ultimately determined by an adjudication (or formal dispute resolution process) to have been caused by and only in direct proportion to GDC negligent performance.

Client agrees to indemnify, hold harmless and defend GDC from any and all loss, expenses, including reasonable attorney’s fees, injury, damage, to property or person, liability, costs and/or claims caused by the actions or inaction of the Client, its agents, employees, officers, directors or shareholders.

LIMITATION OF LIABILITY
To the fullest extent permitted by law and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of GDC, its officers, directors, members, partners, agents, employees and consultants to the Client and anyone claiming by, through or under Client for any and all claims, loss, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes including but not limited to professional negligence, professional errors or omissions, strict liability, breach of contract, indemnity...
Group Delta Consultants, Inc.
Schedule of Fees 2017 (Discount)

Obligations or warranty express or implied of GDC or its officers, directors, members, partners, agents, employees and consultants shall be limited to an amount not to exceed $50,000 or the fee of GDC, whichever sum is greater.

For any damage caused by negligence other than professional negligence, GDC’s liability, including that of its employees, agents and subcontractors, in the aggregate under this Agreement, shall not exceed the available limits of GDC’s comprehensive general and automobile liability, as applicable, insurance coverage.

In no event shall either GDC or Client be liable for consequential damages, including, without limitation, loss of use, loss of profits, fines, penalties or the additional costs of completing the development of the property described herein above due to delays, incurred by one another or their respective subsidiaries or successors, regardless of whether such claim is based upon alleged breach of contract, willful misconduct or negligent act or omission, whether professional or non-professional, of either of them or their agents, employees, subcontractors, officers, directors or shareholders.

METHOD OF CHARGING AND PAYMENT CONDITIONS

GDC will submit the invoices to Client as stated in the proposal or periodically and a final invoice will be submitted upon completion of our services. All retainers are held for credit to the final invoice. Payment is due upon presentation of invoice and is paid thirty (30) days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 1/2%) per month, or the maximum rate allowed by law, on past due accounts. Payments shall first be applied to accrued interest and to the principal unpaid amount. Client specifically agrees further to pay all expenses and costs including, but not limited to, GDC’s staff time at GDC’s current Schedule of Fees, attorneys’ fees, and court and other costs associated with collection of past due accounts.

If any invoice for work performed by GDC is outstanding and unpaid for a period in excess of 90 (ninety) days, the Client agrees that, in addition to any other remedy which may be available to it, GDC may stop work, withhold reports/plans, and submit such invoice to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association, as the same may be in effect at the date of such submission, and that judgment upon the award rendered in such arbitration may be entered in any court having jurisdiction thereof.

ESTIMATED CHARGES AND PAYMENT CONDITIONS

GDC charges are only estimated and shall not be regarded as "lump sum" or "fixed price" or "guaranteed maximum" compensation unless it is expressly so stated in writing.

ESTIMATED TIME SCHEDULE

Because of the uncertainties inherent in the services contemplated hereunder, time schedules are only estimated schedules which are subject to revision unless specifically described as otherwise herein.

RIGHT OF ENTRY

The Client will provide for right of entry for GDC personnel, and for any other personnel and all equipment necessary in order to complete the work. While GDC will take all reasonable precautions to minimize any damage to the property, it is understood by Client that in the normal course of work some damage may occur, the correction of which is not part of this Agreement. The client agrees to indemnify and hold GDC harmless from any liability for any damage so caused by the performance of such work, unless caused by the gross negligence or willful misconduct of GDC or its personnel.

SUBTERRANEAN STRUCTURES OR UTILITIES

Client shall indemnify and hold GDC harmless for damage or injury arising from damage to subterranean structures or utilities (pipes, tanks, telephone cables, etc.) that are not called to the attention of GDC or are not correctly shown on the plans furnished to GDC, in connection with work performed by GDC.
CONSTRUCTION PROCEDURES
GDC shall not specify construction procedures, manage or supervise construction, or implement or be responsible for health and safety procedures; shall not be responsible for the acts or omissions of contractors or other parties on the project; and shall not have control or charge of and shall not be responsible for construction, means, methods, techniques, sequences or procedures, or for safety precautions and programs. GDC testing or inspection of portions of the work of other parties on project shall not relieve such other parties from their responsibility for performing their work in accordance with applicable plans and specifications.

SAMPLES
GDC will retain all soil and rock samples for thirty (30) days following exploration. Further, storage or transfer of samples can be made at an agreed expense upon Client's written request.

HAZARDOUS SUBSTANCES
Unless specifically included in the "Scope of Services," this Agreement does not include any services (including detection or identification) relative to any substances which might be considered hazardous by any applicable regulations.

OWNERSHIP OF DOCUMENTS
All reports, boring logs, field data and notes, laboratory test data, calculations, estimates and other documents prepared by GDC, as instruments of service, shall remain the property of GDC. Client agrees that all reports and other work furnished to the Client or its agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatever.

NO THIRD-PARTY RIGHTS
This Agreement shall not create any rights or benefits to parties other than Client and GDC.

TIME BAR TO LEGAL ACTION
All legal actions by either party against the other for breach of this Agreement, or for failure to perform in accordance with the applicable standard of care, however denominated, that are essentially based on such breach or failure, shall be barred in two (2) years from the time claimant knew or should have known of its claim, but, in any event, not later than four (4) years from the substantial completion of GDC’s services.

DISPUTES
Any claims, disputes or other matters in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to any binding-dispute-resolution.

In the event that a dispute arises relating to the performance of the services to be provided under this Agreement, and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in connection with such dispute, including GDC's staff time at GDC's Schedule of Fees in effect at the time of such dispute, court costs, attorneys' fees and all other claim related expenses.
EXHIBIT "B"
INSURANCE SPECIFICATIONS

Without limiting CONSULTANT's indemnification of CITY, and prior to performing any work under this AGREEMENT or receiving any compensation, CONSULTANT shall obtain, provide and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described below and in a form that is satisfactory to CITY.

General liability insurance. CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000.00 dollars per occurrence, $2,000,000.00 dollars general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.

☐ [Check if Applicable] Automobile liability insurance. CONSULTANT shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of CONSULTANT arising out of or in connection with the work to be performed under this AGREEMENT, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than $1,000,000.00 dollars combined single limit for each accident.

☐ [Check if Applicable] Workers' compensation insurance. CONSULTANT shall maintain Workers Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000.00 dollars). CONSULTANT shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees, and volunteers.

☐ [Check if Applicable] Umbrella or excess liability insurance. CONSULTANT shall obtain and maintain an umbrella or excess liability insurance policy with limits of not less than $4,000,000.00 dollars that will provide bodily injury, personal injury, and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

☐ [Check if Applicable] Professional liability (errors & omissions) insurance. CONSULTANT shall maintain professional liability insurance that covers the services to
be performed in connection with this AGREEMENT, in the minimum amount of $1,000,000.00 dollars per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this AGREEMENT and CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this AGREEMENT.

☐ [Check if Applicable] Pollution liability insurance. Environmental impairment liability insurance shall be written on CONSULTANT’s Pollution Liability form or other form acceptable to CITY providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than $1,000,000.00 dollars per claim and in the aggregate. All activities contemplated in this AGREEMENT shall be specifically scheduled on the policy as “covered operations.” The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites. Products/completed operations coverage shall extend a minimum of three years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed “by or on behalf” of the insured. Policy shall contain no language that would invalidate or remove the insurer’s duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The CITY, its officials, officers, agents, and employees, shall be included as insureds under the policy.

☐ [Check if Applicable] Explosion, collapse, underground insurance. CONSULTANT shall furnish a copy of a public liability and property damage insurance policy with “XCU” or equivalent coverage in an amount not less than $1,000,000.00 dollars per person and $2,000,000.00 dollars per occurrence for personal injury. The limit of property damage liability shall be not less than $1,000,000.00 dollars for each occurrence as payment for damages to property which may result from or be caused by such public display of fireworks and arising from any acts of the CONSULTANT, its agent, employees, or subcontractors presenting such public display. CITY, its officers, agents, and employees shall be additional insureds under the policy. CONSULTANT shall not cancel the insurance coverage without fifteen (15) days prior written notice to the State Fire Marshal.

Proof of insurance. CONSULTANT shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers’ compensation. Insurance certificates and endorsement must be approved by CITY prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. CONSULTANT shall procure and maintain for the duration of the AGREEMENT insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of this
AGREEMENT by CONSULTANT, his/her/its agents, representatives, employees, or subconsultants. If this AGREEMENT involves construction, CONSULTANT must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

CITY's rights of enforcement. In the event any policy of insurance required under this AGREEMENT does not comply with these specifications or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT's payments. In the alternative, CITY may cancel this AGREEMENT.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance 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. Notwithstanding the foregoing, XCU insurance shall have a rating of at least B-Vi.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this AGREEMENT shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow CONSULTANT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of CITY to inform CONSULTANT of noncompliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.

Specifications not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Notice of cancellation. CONSULTANT agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess liability
policies. Coverage available to the additional insured shall be primary and non-contributory.

Agency's right to revise specifications. CITY reserves the right at any time during the term of the AGREEMENT to change the amounts and types of insurance required by giving CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to CONSULTANT, CITY and CONSULTANT may renegotiate CONSULTANT's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.

Timely notice of claims. CONSULTANT shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. CONSULTANT shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.
CITY OF FOUNTAIN VALLEY

ADDENDUM NO. 1

THE BIDDER SHALL EXECUTE THE CERTIFICATION AT THE END OF THIS ADDENDUM

AND SHALL ATTACH THE ADDENDUM TO THE SUBMITTED BID PROPOSAL. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE SUBMITTED BID. THIS ADDENDUM IS BEING TRANSMITTED BY EMAIL AND IS ALSO ACCESSIBLE ELECTRONICALLY ON PLANET BIDS.

The changes in the specifications are as follows:

1. Section 09810

   PROPOSAL

   Add Section 09810 to the Technical Specifications - Project No. SF620-4 - with the attached Section 09810 of the Technical Specifications.

2. Sheet 9

   Replace in its entirety Sheet 9 of the Plans - Project No. SF620-4 - with the attached revised Sheet 9 of the Plans. Changes to Sheet 9 have been Clouded.

20 March, 2020

Temo Galvez, P.E.
Deputy Public Works Director / City Engineer
R.C. E. 71998 Exp. 6-30-20

BIDDER'S CERTIFICATION

I acknowledge receipt of the foregoing Addendum No. 1 and accept all conditions therein.

Dated: ________________________

Bidder's Name: ________________________

Signature: ________________________
SECTION 09810

PVC SHEET LINING

PART 1 - GENERAL

1.1 DESCRIPTION

A. This specification section covers providing and installing flexible PVC sheet lining to protect the exposed concrete surfaces from damage in poured in place concrete structures.

1.2 SYSTEM

A. The PVC sheet lining materials are described below
1. The liner system shall be equivalent Armorlok PVC Protective Linings. Manufactured in Rancho Cucamonga, California.
2. Liner shall be flexible PVC sheet liner with integral locking extensions cast into the concrete structure.
3. The material used in the liner, welding strips and other accessory items, shall be a combination of polyvinyl chloride resin, pigments and plasticizers, specially compounded to remain flexible. Polyvinyl chloride resin shall constitute not less than 99 percent, by weight, of the resin used in the formulation. Copolymer resins will not be permitted.
4. Liner sheets shall be a minimum of 0.065 inch in thickness. Locking extensions (T-shaped) of the same material as that of the liner shall be integrally extruded with the sheet. Locking extensions shall be approximately 2-1/2 inches apart and shall be at least 0.375-inch high.

1.3 STANDARD SPECIFICATIONS

A. Except as supplemented or specifically modified herein or shown otherwise on the Contract Drawings, the entire work under this Section shall be in compliance with the provisions in the applicable Sections of the Edition that was in effect on the date that the Contract Drawings were signed and sealed by the Design Engineer and includes all Supplement(s) of the Standard Specifications for Public Works Construction (SSPWC) also known as the “Green Book”.

In case of conflict between any requirements set forth in this Section, the Contract Drawings and any provisions of the foregoing Standard Specifications the requirements shown on the Contract Drawings shall govern over the requirements set forth herein and the requirements set forth herein shall govern over the SSPWC.
1. PVC sheet lining shall conform to the Standard Specifications Section 210-2
2. Tensile specimens shall be prepared and tested in accordance with ASTM D412

1.4 SUBMITTALS

A. The Contractor shall submit the following information:
1. Product Data - Provide manufacturer’s product data describing the product, usage, installation, warranty and performance.
2. Test Reports - Submit certified test reports performed by an independent testing laboratory showing conformance with these specifications. Testing shall have been performed either on samples taken from actual material proposed for use or from material of the same formulation and production methods tested within the last 6 months before the order for this work.
3. Installation Instructions - Submit complete installation instructions for Contractor's and Owner's use.
4. Installation plan - Submit detailed drawings showing location of joints and method of attaching liner sheets to the forms

PART 2 – MATERIALS

2.1 GENERAL

A. The lining shall be repairable at any time during the life of the structure.

B. Tensile specimens shall be prepared and tested in accordance with ASTM D412 using Die B. Weight change specimens shall be 1-inch by 3-inch samples. Specimens for testing of initial physical properties may be taken from liner plate sheet and welding strip at any time prior to final acceptance of the work.

C. Factory welds shall test at 80% of the parent material.

D. The physical Properties of the materials shall be the following:
1. Tensile Strength @ 77° F
   a. Initial = 4000 psi minimum
   b. Elongation at break = 320% minimum
2. BBB Hardness @ 77° F
   a. Shore Durometer, ASTM D2240 Type D
   b. Initial (1 sec.) = 50 to 60 (10 sec.) = 35 to 50
3. Thermo conductivity
   a. Conductivity for the basis resins is 3.43x10^-4 cal/cm²
a. Using ASTM D696 test method, the coefficient is 0.0001 in./in./°F.

5. Abrasion Resistance
   a. Using ASTM D1044 test method with a CS-17 Calibrase
   b. Wheel loaded to 1000g, the weight loss is 35mg per 1000 cycles.

6. Coefficient of Friction
   a. Using ASTM D1894 test method, the static coefficient is 0.75 and the kinetic coefficient is 0.54.

7. Specific Gravity
   a. Using ASTM D792 test method, the specific gravity is 1.28.

8. Tear Resistance
   a. Using ASTM D1004 test method, the tear resistance is 220g/mil.

9. Britteness Temperature
   a. Using ASTM D746 test method, the low brittleness temperature is 5°F.

10. Volume Resistivity
    a. Using ASTM D257 test method, the value is 5.8x10¹² OHM - CM.

11. Surface Resistivity
    a. Using ASTM D257 test method, the value is 1.1x10¹⁴ OHMS.

12. Weight Change
    a. <1.5% after 112 day chemical exposures

13. Pull-out Test
    a. Liner plate locking extensions embedded in concrete shall withstand a test pull of at least 100 pounds per linear inch applied perpendicularly to the concrete surface for a period of one minute, without rupture of the locking extensions or withdrawal from embedment. This test shall be made at a temperature of 70° - 80° F inclusive.

14. Crack Bridging
    a. The lining shall have good impact resistance, shall be flexible and shall have an elongation sufficient to bridge up to 1/4-inch settling cracks, which may occur in the pipe or in the joint after installation, without damage to the lining.

15. Dielectric Strength
    a. Dielectric strength of the basis resins using ASTM D149 test method short time test is 400-850 volts per mil of thickness.

16. Water Absorption
    a. Absorbs 0.1 to 0.4 percent during the first 24 hours, then the rate drops rapidly using ASTM D149 D570 test method. Total absorbed amount is not significantly increased during any prolonged period.

17. Water Vapor Transmission
    a. Using ASTM E96 test method, the transmission rate is less than 0.1 gram per 100 square inches in 24 hours at 77°F and 23.5 mm of mercury.

18. Gas Transmission Rate
    a. Using 40-mil sheet and ASTM test method D1434 Procedure V, the rate of transmission with a 16-inch water column pressure was 0.0
cc/100sq in./24 hours. At 3 atmospheres, the rate was 16.8 cc/100 sq in./24 hr average.

19. Chemical resistance of the materials
   a. After conditioning to constant weight at 110°F (43°C), tensile specimens and weight change specimens shall be exposed to the following solutions for a period of 112 days at 77°F (25°C).

<table>
<thead>
<tr>
<th>Chemical Solution</th>
<th>Concentration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sulfuric acid</td>
<td>20%**</td>
</tr>
<tr>
<td>Sodium hydroxide</td>
<td>5%</td>
</tr>
<tr>
<td>Ammonium hydroxide</td>
<td>5%**</td>
</tr>
<tr>
<td>Nitric acid</td>
<td>1%**</td>
</tr>
<tr>
<td>Ferric chloride</td>
<td>1%</td>
</tr>
<tr>
<td>Soap</td>
<td>0.1%</td>
</tr>
<tr>
<td>Detergent(linear alkyl benzyl sulfonate or (LAS)</td>
<td>0.1%</td>
</tr>
</tbody>
</table>
   | Bacteriological            | BOD not less than 700 ppm.

   **Volumetric percentages of concentrated C.P. grade reagents.

   b. At 28-day intervals, tensile specimens and weight change specimens shall be removed from each of the chemical solutions and tested in accordance with Paragraph 2.3.3a. If any specimen fails to meet the 112-day requirements before completion of the 112-day exposure, the material will be subject to rejection.

   c. All accessories such as primers, adhesives, weld strips, etc. shall be as provided or recommended by the manufacturer. For the source quality control purposes, manufacturer shall shop test all sheets for pinholes using an electrical spark tester set between 18,000 and 22,000 volts. All holes shall be repaired and re-tested.

PART 3 – EXECUTION

3.1 TRANSPORTING, HANDLING, AND STORING SHEET LINING

The Contractor must take care in transporting, handling, and storing sheet lining to prevent possible damage.

A. After removing rolled sheets from their bundles, they should be stored flat and protected from contact with all sharp-edged objects. Care must also be taken in handling the sheets during cold weather since it becomes more rigid as temperatures decrease.
B. Before starting the work, the Contractor shall examine the products as the following steps:
1. Thoroughly inspect form surfaces to make sure they are smooth and free of any sharp protrusions, which may perforate sheet and repair as needed.
2. Thoroughly inspect all plastic liner sheets, including locking extensions, all joint, corner and welding strips to be sure they are free of cracks, cleavages or other defects adversely affecting the protective characteristics of the material and replace defective materials or repair such defects by approved methods.
3. Read the manufacturer's installation instructions and make sure they are understood by the installers. Resolve all questions prior to starting work.

3.2 SURFACE PREPARATION

In general, the surfaces of concrete and metal shall be properly prepared for bonding of PVC sheet lining materials

A. Concrete
1. General
Concrete surfaces must be clean, dry and free of previously applied coatings and disintegrated or chalky material. Form release agents, concrete curing compounds or hardeners must not be specified where cement grouting is to be applied. If such materials have already been employed, specific recommendations should be obtained from the manufacturer.
2. Grouting
   All concrete imperfections such as water and air pockets in poured concrete surfaces, must be filled with cement-mortar grout as follows:
   a. Smooth concrete surface, breaking down all rough protrusions.
   b. Apply cement-mortar grout (2 parts fine sand and 1 part cement) by sacking or by working the grout into the surface with a hand stone.
   c. Cure three days, keeping the surface damp at all times.
   d. Lightly stone the cement-mortar grouted surface with a Carborundum brick to remove any rough areas and to ensure a pore-free surface. Rough areas or pinholes in the concrete allow penetration of and corrosion by chemical reagents.
3. Etching
   All concrete surfaces- original or cement-mortar grouted- should be acid-etched to remove glaze and concrete laitance
   a. Etch with a solution of 1 part hydrochloric (muriatic) acid and 2 parts clean water. Apply the acid solution to the concrete by brush or garden spray until the solution runs out.
   b. Concrete should be wet well with acid. It will bubble for 20-30 seconds and stop, at which point the acid is neutralized.
c. When etching is complete, wash the surface with clean water using a garden hose. Brush during washing with a stiff brush to remove concrete salts.

d. A properly etched surface should be slightly granular and free of glaze.

e. On very dense, machine-troweled surfaces, several applications of acid may be required to obtain proper “tooth” or a slightly granular surface.

f. Dry surface thoroughly. A moist surface will not allow proper adhesion of the primer.

B. Metal

1. Blast Cleaning

   a. Metal surfaces (such as inlets and other tank accessories) must be sandblasted, leaving the surface free of all mill scale, rust, grease, old coatings, moisture or other impurities.

   b. When blasting is completed, the surface must be an even, gray-white color as defined by the Steel Structures Painting Council in “Surface Preparation Specification No. 5, Blast Cleaning to ‘White’ Metal.” Blotchy surfaces indicate incomplete blasting and are not satisfactory.

   c. Apply primer as quickly as possible after blasting is complete (within three hours). Do not leave the bare metal surface unprotected overnight.

2. Remove weld spatter and grind all rough welds and edges smooth.

3.3 PVC PROTECTIVE LINING INSTALLATION

For the installations of PVC Protective Lining, the Contractor shall follow the instructions below:

A. Lining Installation, General

1. Installation of the lining, including preheating of sheets in cold weather and the welding of all joints, shall be done in accordance with the recommendations of the liner manufacturer.

2. Coverage of the lining shall not be less than the minimum shown on the plans.

3. The lining shall be installed with the locking extension running parallel with the longitudinal axis of a pipe.

4. The lining shall be held snugly in place against inner forms.

5. Locking extensions shall terminate not more than 1 1/2 inches from the end of the inside surface of the pipe section. Joint flaps when used shall extend approximately 4 inches beyond the end of the inside surface.

6. Concrete poured against lining shall be vibrated, spaded or compacted in a careful manner so as to protect the lining and produce a dense, homogenous concrete, securely anchoring the locking extensions into the concrete.

7. In removing forms, care should be taken to protect the lining from damage. Sharp instruments shall not be used to pry forms from lined surfaces. When
forms are removed, any nails that remain in the lining shall be pulled, without tearing the lining, and the resulting holes clearly marked.

8. All nail and tie holes and all cut, torn and seriously abraded areas in the lining shall be patched. Patches made entirely with welding strip shall be fused to the liner over patch area. Larger patches may consist of smooth liner sheet applied over the damaged area with adhesive. All edges must be covered with welding strip fused to the patch and the sound lining adjoining the damaged area.

9. Hot joint compounds, such as coal tar, shall not be poured or applied to the lining.

10. The contractor shall take all necessary measures to prevent damage to installed lining from equipment and materials used in or taken through the work.

B. Application at Corners
   1. Vertical corners must be true. The use of a 1/4-round wood strip or chamfer strip in corners is recommended to ensure a smooth, corner rather than a sharp bend in the lining sheet.
   2. Apply to vertical corners first in such a manner that the sheet wraps around the corner and extends at least 1 foot along the forms on each side of the corner. The intention is to have no welds in vertical corners. Fill in large areas with full sheets wherever possible and planning the work to keep the amount of cutting and welding to a minimum.
   3. Then apply to complex areas, such as around beams and wall openings, fitting and cutting where necessary. Where possible, the sheet should always be wrapped around corners to eliminate the necessity for outside or inside corner welds. In order to properly form the lining around an outside corner, it may be necessary to notch or cut the T’s to form a tight corner. Care should be taken to cut only the T and not to pierce the sheet itself.
   4. At tie wall to floor slab junctions make sure the wall sheets meet the floor slab evenly and snugly to ensure a clean 90° angle and prevent concrete leakage.
   5. At the wall to roof slab junction the sheets shall be carried around the corner regardless of whether the roof is placed together or not with the wall. The sheets may be either carried down the wall or up and onto the roof.
   6. Notch the T’s at the bend between the wall and roof in order to make the bend.

C. Joints
   1. All welding of joints is to be in strict conformance with the specifications and instructions of the lining manufacturer. Welding shall fuse both sheets and weld strip together to provide a continuous joint equal in corrosion resistance and impermeability to the liner plate.
2. Hot-air welding tools shall provide effluent air to the sheets to be joined at a temperature between 500° and 600° F. Welding tools shall be held approximately 2 inch from and moved back and forth over the junction of the two materials to be joined. The welding tool shall be moved slowly enough as the weld progresses to cause a small bead of molten material to be visible along both edges and in front of the weld strip.

3. All joints must be protected to prevent wet concrete from flowing under the sheet during pouring and vibrating. This may be accomplished either by welding weld strip to the “backs” (side against which concrete is to be poured) or by applying a water resistant pressure sensitive tape. (Gummed vinyl or polyethylene tape may be used for this purpose.) Tape should be applied only to flat sheet, not over the T’s. If the T’s are covered with tape, concrete can not flow around them and anchorage of the sheet will be incomplete.

4. Lining at joints shall be free of all mortar and other foreign material and shall be clean and dry before joints are made.

5. Field joints in the lining shall be of the following described types, used as prescribed:
   Type C-1: The joint shall be made with a separate 4-inch joint strip and two welding strips. The 4-inch joint strip shall be centered over the joint, heat-sealed to the liner then welded along each edge to adjacent sheets with a 1-inch wide welding strip. The width of the space between adjacent sheets shall not exceed 2 inches. The 4-inch joint strip shall lap over each sheet a minimum of 2 inch. It may be used at any transverse or longitudinal joint.
   Type C-2: The joint shall be made by lapping sheets not less than 2 inches. One 1-inch welding strip is required. The upstream sheet shall overlap the one downstream. The lap shall be heat-sealed into place prior to welding on the 1-inch welding strip.
   Type C-3: The joint shall be made by applying 2-inch wide waterproof tape to 1-inch wide welding strip on the back of the maximum 1/4-inch gap butt joint; or by some other method approved by the CITY to prevent wet concrete from getting under the sheet. After the forms have been stripped, a 1-inch welding strip shall be applied over the face of the sheet.

6. For the roof slab, place the sheets on the roof forms and cover joints with waterproof tape to prevent leakage of concrete. Perform welding of joints after form removal.

7. Weld strips shall extend a minimum of 2 inches beyond edge to provide a tab for testing.

D. Penetrations and Openings
1. Unless otherwise shown on the plans, the lining shall be returned at least 3 inches at the surfaces of contact between the concrete structure and items not of concrete (including manhole frames, gate guides, clay pipe or brick manholes and clay or cast iron pipes). The same procedure shall be followed at joints where the type of protective lining is changed or the new work is...
bulb to join existing unlined concrete. At each return, the returned liner shall be sealed to the item in contact with the plastic-lined concrete using adhesive. If the liner cannot be sealed with this adhesive because of the joint at the return being too wide or rough or because of safety regulations, the joint space shall be densely caulked with lead wool or other approved caulking material to a depth of 2 inches and finished with a minimum of 1 inch of an approved corrosion resistant material.

2. Metal inserts, such as steel pipe which project through the form and are to be cast into the concrete, must be covered with lining using an adhesive as follows:
   
a. The smooth side of a piece of lining is secured to the exterior of the insert with adhesive. T’s are trimmed back to leave a flap of approximately 12 inches protruding beyond the end of the insert.
   
b. One-inch weld strip is heat-welded over the butt joint (along the insert) by the method described for joints.
   
c. If a hole can be cut in the form, a disc equal to the diameter of the insert is cut from both the main sheet of the lining and the form, and the flap inserted through it. Next, water resistant tape is placed over the adjoining surfaces to prevent slurry from getting under the sheet. After the concrete has been poured and the forms removed, the flap is cleaned using thinner/cleaner. The underside of the projecting flap and adjacent sheet area are then coated with primer and adhesive. After thorough drying, the flap is softened by heating with hot air, flared back against the lining sheet and pressed firmly into place. Excess adhesive is then removed by scraping, and the joint is welded with 1-inch weld strip. If no hole can be cut in the form, the flap is softened by hot air and bent outward so that it will lie flat against the main sheet of lining. (It may be necessary to cut away some of the T’s in the main sheet so that the insert can be placed flush against the sheet.) Next, the insert is fastened in position preparatory to pouring the concrete, and water resistant tape is placed over the adjoining surfaces to prevent slurry from getting under the sheet. Finally, after the forms are removed, a hole is cut in the sheet and the flap pieces are pulled through and folded back once more so that they are on top of the main sheet. The flap is then heat-softened, flared over the main sheet and bonded with adhesive preparatory to welding.
   
d. A final piece of 1-inch weld strip is then heat-welded over the joint between the flap and the main sheet. The extreme outer edge of the flap should be skived off at an angle with a scraper in order to give a smooth contour for welding, taking care not to damage the sheet.
   
e. If for some reason the insert cannot be heat-softened and flared as outlined above, the flap may be slotted in four or five places so that it can be bent at an angle. The pie-shaped voids resulting from the slots made in the flap are then filled with wedge-shaped pieces of weld strip.
or plain sheet liner and additional pieces of weld strip are heat-welded over these joints.

3. The same procedure is followed for covering clay sewer pipe which projects through the form and is to be cast in concrete, except that it is not necessary to sandblast as for metal inserts.

3.4 FORM REMOVAL

A. In removing forms, care should be taken to protect the lining from damage. Sharp instruments shall not be used to pry forms from lined surfaces. When forms are removed, all nails that remain in the lining shall be pulled, without tearing the lining, and the resulting holes clearly marked.

3.5 TESTING

A. Visually and physically inspect all surfaces and welds after installation is complete.

1. All surfaces covered with lining, including welds, shall be tested with an approved electrical holiday detector (Tinker & Rasor Model No. AP-W with power pack) with the instrument set between 18,000 and 22,000 volts.

2. All welds shall be physically tested by a nondestructive probing method. All patches over holes, or repairs to the liner wherever damage has occurred, shall be accomplished in accordance with these specifications, the manufacturer's instructions and subject to Owner's approval. Each welding strip will be tested by the Owner. A 10-pound pull will be applied to each tab. The force will be applied normal to the face of the structure by means of a spring balance. Liner adjoining the welding strip will be held against the concrete during application of the force. The 10-pound pull will be maintained if a well failure develops, until no further separation occurs. Defective welds will be re-tested after repairs have been made. Tabs shall be trimmed away neatly by the installer of the liner after the welding strip has passed inspection. Inspection shall be made within 2 days after the joint has been completed in order to prevent tearing the projecting weld strip and consequent damage to the liner from equipment and material used in or taken through the work.

B. Repair

1. All pinholes, nail and tie holes and all cut, torn and seriously abraded areas in the lining shall be repaired.

2. Patches made entirely with the welding strip shall be fused to the liner over the entire patch area.

3. Larger patches may consist of smooth liner sheet applied over the damaged area with adhesive. All edges must be covered with welding strip fused to the patch and the sound lining adjoining the damaged area.
4. All repairs shall be made by the Contractor at no additional cost to the Owner.

5. All repairs are subject to inspection and testing by the CITY and if found defective shall be repaired by the Contractor at no additional cost to the CITY.

The CONTRACTOR shall take all necessary measures to prevent damage to installed lining from equipment and materials used in or taken through the work. In case of any damages, it shall be repaired by the CONTRACTOR at no additional cost to the CITY.

**END OF SECTION**
CONSTRUCTION NOTES:
1. REMOVE AND LEGALLY DISPOSE OF EXISTING 8" UP SEWER PIPE.
2. CONSTRUCT 8" PVC (SDR 21) SEWER PIPE PER CITY OF FOUNTAIN VALLEY STANDARDS PLANS 218, 406, 407 AND 510A, NO. 1.
3. REMOVE AND LEGALLY DISPOSE OF EXISTING 12" SEWER PIPE.
5. ALL EXISTING LOCATION, MEASUREMENT AND RELATIONSHIP OF SEWER PIPE AT EXISTING SITE, AS SHOWN ON ATTACHED PLANS.
6. REMOVE AND LEGALLY DISPOSE OF EXISTING 8" UP SEWER PIPE.
7. CONSTRUCT 8" PVC (SDR 21) SEWER PIPE PER CITY OF FOUNTAIN VALLEY STANDARDS PLANS 218, 406, 407 AND DETAIL, NO. 1.
8. ALL EXISTING LOCATION, MEASUREMENT AND RELATIONSHIP OF SEWER PIPE AT EXISTING SITE, AS SHOWN ON ATTACHED PLANS.
9. REMOVE AND LEGALLY DISPOSE OF EXISTING 12" SEWER PIPE.
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33. REMOVE AND LEGALLY DISPOSE OF EXISTING 12" SEWER PIPE.
34. CONSTRUCT 12" PVC DEEP SEWER PIPE PER CITY OF FOUNTAIN VALLEY STANDARDS PLANS 219, 406, 407 AND DETAIL, NO. 1.
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36. REMOVE AND LEGALLY DISPOSE OF EXISTING 8" UP SEWER PIPE.
37. CONSTRUCT 8" PVC (SDR 21) SEWER PIPE PER CITY OF FOUNTAIN VALLEY STANDARDS PLANS 218, 406, 407 AND DETAIL, NO. 1.
38. ALL EXISTING LOCATION, MEASUREMENT AND RELATIONSHIP OF SEWER PIPE AT EXISTING SITE, AS SHOWN ON ATTACHED PLANS.
39. REMOVE AND LEGAL DISPOSE OF EXISTING 12" SEWER PIPE.
40. CONSTRUCT 12" PVC DEEP SEWER PIPE PER CITY OF FOUNTAIN VALLEY STANDARDS PLANS 219, 406, 407 AND DETAIL, NO. 1.
41. ALL EXISTING LOCATION, MEASUREMENT AND RELATIONSHIP OF SEWER PIPE AT EXISTING SITE, AS SHOWN ON ATTACHED PLANS.

NOTE TO CONTRACTOR:
1. CONTRACTOR SHALL COORDINATE CONSTRUCTION STAGES AND TRAFFIC CONTROL SETUPS FOR IMPROVEMENTS ON Maguire, Napa Ave, and Recreation Circle with DECO, Cables, and Any other Agencies/Utilities Project Contact Construction Manager.
2. CONTRACTOR SHALL FORMIDABLE WITHIN 15 FEET OF THE POWER POLES SHALL BE SHOVELLED WITHIN 5 FEET DEEP TO ENSURE TEMPORARY SUPPORT OF POWER POLES WITH DECO.
3. CONTRACTOR TO COORDINATE WITH RPD, SERVICES 102/103 FOR THEIR TAPS OF AUDIBLE. CONTRACTOR TO COORDINATE WITH DECO FOR CABLES.
4. CONTRACTOR SHALL COORDINATE WITH CABLES AND DECO FOR CABLES.
5. CONTRACTOR SHALL PREPARE AND SUBMIT A CONSTRUCTION PLAN IN ACCORDANCE WITH DECO'S REQUIREMENTS.
6. CONTRACTOR SHALL SUBMIT AN APPLICATION FOR THE REQUIRED DECO'S APPROVAL.
7. CONTRACTOR SHALL SUBMIT AN APPLICATION FOR THE REQUIRED DECO'S APPROVAL.
8. CONTRACTOR SHALL SUBMIT AN APPLICATION FOR THE REQUIRED DECO'S APPROVAL.
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PROPOSAL

TO THE CITY COUNCIL OF THE CITY OF FOUNTAIN VALLEY, CALIFORNIA:

The undersigned proposes and agrees, if this Proposal is accepted, to enter into an Agreement with the City of Fountain Valley in the form included in the Contract Documents (as defined in the Sample Contract) to perform all work as specified or indicated in the Contract Documents.

The undersigned accepts all terms and conditions of the Contract Documents, including, but not limited to, the "Notice Inviting Bids" and the General and Special Provisions of the Contract Specifications.

This Proposal will remain open for the period stated in the "Notice Inviting Bids" unless otherwise required by law. The undersigned will enter into an Agreement within the time and in the manner specified in the "Notice Inviting Bids" and the General Provisions and furnish insurance certificates, Payment Bonds, and Performance Bonds required by the Contract Documents.

In case of default in executing the Agreement within the time and in the manner specified in the "Notice Inviting Bids" and the General Provisions, the undersigned agrees that the proceeds of the check(s) or bond(s) accompanying this Proposal shall become the property of the City of Fountain Valley.

It is understood and agreed that:

(a) the undersigned has carefully examined, so as to become familiar with, the nature and extent of the Contract Documents, the location and description of the proposed work, all legal requirements (federal, state, and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress and performance of the work and has made such independent investigations as deemed necessary.

(b) no verbal agreement or conversation with any officer, agent, or employee of the City of Fountain Valley, either before or after execution of the agreement, shall affect or modify any terms or obligations of this Proposal or the Agreement.

(c) the City will not be responsible for any errors or omissions, by the undersigned, in this Proposal, nor will bidders be released on account of errors or omissions.

(d) this Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation other than the City of Fountain Valley; the undersigned has not directly or indirectly induced or solicited any other Bidder to submit a false or collusive proposal; the undersigned has not induced or solicited any person, firm or corporation to refrain from submitting a proposal; the undersigned has not sought by collusion to obtain any advantage over any other Bidder or the City of Fountain Valley.
To all the foregoing, including but not limited to all Proposal Schedule(s) and Information Required of Bidder contained in these Proposal Forms, the undersigned agrees to complete the work required under the Contract Documents within the time specified in the Contract Documents, and to accept in full payment the Contract Price based on the Total of All Bid Items as shown in the Bid Proposal Forms.

**SIGNATURE OF BIDDER**

(If an individual, so state. If a firm or co-partnership, state the firm name and list the names of all individuals, co-partners composing the firm. If a corporation, state legal name of corporation, and names of president, secretary, treasurer, and manager thereof.)

Date: **3-30-20**

Telephone No. (626) 480-1442

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 30th day of **March** at **Irwindale**, California.

Signature

Printed Name **JANET BURLESON**

Signing on behalf of **IVA VASILIO**

(if applicable)
# BID PROPOSAL
## PROJECT NO. SF620-4

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<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>APPROX. QUANTITY</th>
<th>UNIT PRICE (FIGURES)</th>
<th>AMOUNT (FIGURES)</th>
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<td>1</td>
<td>Mobilization and Demobilization (the amount of this bid item shall not exceed 10% of total bid price).</td>
<td>LS</td>
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<td>$200,000.00</td>
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<td>2</td>
<td>Coldmill 0.17&quot; and Construct 0.17&quot; AC Overlay.</td>
<td>SF</td>
<td>52,000</td>
<td>$5,000</td>
<td>$260,000.00</td>
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<td>3</td>
<td>Sheet 4: Construction of 60± LF of 8-inch cured in place pipe (CIPP) lining system in Edinger Avenue, east of Magnolia Street (Project Y2-5), including but not limited to pressure wash of existing manholes; installation of CIPP lining system in an existing 8-inch VCP sewer line; sewer bypass system; pipeline cleaning; and CCTV inspection of the liner installation; prepare and implement traffic control plan; construction dewatering; 1 pothole for purpose of groundwater level verification; complete and in place. It shall be noted that historically at this location groundwater has been observed starting at 0-5 feet below ground surface. Payment for this item shall include design of appropriate dewatering system based on the observed groundwater level during potholing; provide dewatering submittal and obtain approval; provide and install all labor and equipment for dewatering to maintain groundwater level at a minimum of two feet below the bottom of trench for the entire duration of construction; obtaining required permits; legally discharge of the ground water; and demobilization of all dewatering work and equipment upon completion of construction.</td>
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<td>Sheet 4: Construction of 165± LF of 10-inch PVC (SDR 26) sewer replacement in Ellis Avenue including but not limited to removal and legally dispose of existing 10-inch VCP sewer pipe, construction of new 10-inch PVC SDR 26 sewer lines, sewer bypass systems; pavement replacement per City of Fountain Valley Standard Drawing 120 and Contract Drawings; connection to existing manholes; re-channelizing existing base (if needed); power wash of manholes; reconnection or replacement of existing house laterals; and CCTV inspection of sewer installation; construction dewatering; pothole 3 existing utilities and 1 additional pothole for purpose of groundwater level verification; prepare and implement traffic control plan; complete and in place. It shall be noted that historically at this location ground water has been observed starting at 0-5 feet below ground surface. Payment for this item shall include design of appropriate dewatering system based on the observed ground water level during potholing; provide dewatering submittal and obtain approval; provide and install all labor and equipment for dewatering to maintain ground water level at a minimum of two feet below the bottom of trench for the entire duration of construction; obtaining required permits; legally discharge of the ground water; and demobilization of all dewatering work and equipment upon completion of construction.</td>
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<td>5</td>
<td><strong>Sheet 5:</strong> Construction of 329± LF of 8-inch cured in place pipe (CIPP) lining system in Calle Zaragoza between Circulo De Juarez and Calle Independencia (Project Y1-7-Part 1) including but not limited to spot repair (at 2 points including cutting existing pipe and installation total 12± LF of 8-inch PVC (SDR 26) with repair couplings); pressure wash of existing manholes; installation of CIPP lining system in an existing 8-inch VCP sewer line; sewer bypass system; pipeline cleaning; reconnection or replacement of existing house laterals; and CCTV inspection of the liner installation; construction dewatering; pavement replacement per Contract Drawings; 1 pothole for purpose of groundwater levee verification; prepare and implement traffic control plan; complete and in place. It shall be noted that: historically at this location groundwater has been observed starting at 0-5 feet below ground surface. Payment for this item shall include design of appropriate dewatering system based on the observed groundwater level during potholing; provide dewatering submittal and obtain approval; provide and install all labor and equipment for dewatering to maintain groundwater level at a minimum of two feet below the bottom of trench for the entire duration of construction; obtaining required permits; legally discharge of the ground water; and demobilization of all dewatering work and equipment upon completion of construction.</td>
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<td>Sheet 5: Construction of 425± LF of 10&quot; PVC (SDR 26) sewer replacement in Calle Independencia, south of Calle Zaragoza, (Project Y1-7-Part 2) including but not limited to removal and legally dispose of existing 10-inch PVC sewer pipe, construction of new 10-inch PVC (SDR 26) sewer line; sewer bypass systems; pavement replacement per Contract Drawings; Coating two manholes with Epoxy/Polyurethane; connection to existing manholes; re-channelizing existing base (if needed); reconnection or replacement of existing house laterals; and CCTV inspection of sewer installation; construction dewatering; 1 pothole for purpose of groundwater level verification; prepare and implement traffic control plan; complete and in place. It shall be noted that: historically at this location ground water has been observed starting at 0-5 feet below ground surface. Payment for this item shall include design of appropriate dewatering system based on the observed ground water level during potholing; provide dewatering submittal and obtain approval; provide and install all labor and equipment for dewatering to maintain ground water level at a minimum of two feet below the bottom of trench for the entire duration of construction; obtaining required permits; legally discharge of the ground water; and demobilization of all dewatering work and equipment upon completion of construction.</td>
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**Total: $175,940.00**
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<td>Sheet 6 and 7: Construction of 539± LF of 8&quot; PVC (SDR 26) sewer replacement in Santa Isabel Street north of La Baya Avenue (Project Y2-2 Part 1), including but not limited to removal and legally dispose of existing 6-inch VCP sewer pipe, construction of new 6-inch PVC SDR 26 sewer line; sewer bypass systems; pavement replacement per Contract Drawings; connection to existing manholes; re-channelizing existing base (if needed); power wash of manholes; reconnection or replacement of existing house laterals; and CCTV inspection of sewer installation; construction dewatering; pothole 2 existing utilities and 1 additional pothole for purpose of groundwater level verification; prepare and implement traffic control plan; complete and in place. It shall be noted that: historically at this location groundwater has been observed starting at 0-5 feet below ground surface. Payment for this item shall include design of appropriate dewatering system based on the observed groundwater level during potholing; provide dewatering submittal and obtain approval; provide and install all labor and equipment for dewatering to maintain groundwater level at a minimum of two feet below the bottom of trench for the entire duration of construction; obtaining required permits; legally discharge of the groundwater; and demobilization of all dewatering work and equipment upon completion of construction.</td>
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<td>Sheet 7: Install 235± LF of 8-inch cured in place pipe (CIPP) lining system in Santa Isabel Street between Rembrandt Drive and El Rancho Avenue (Project Y2-2-Part 2) including but not limited to spot repair at 1 joint; including cutting existing pipe and installation of new ±8 LF of 8-inch PVC (SDR 26) with repair couplings; pressure wash of existing manholes; installation of CIPP lining system in an existing 8-inch VCP sewer line; sewer bypass system; pipeline cleaning; reconnection or replacement of existing house laterals; coating one manhole with Epoxy/Polyurethane; and CCTV inspection of the liner installation; construction dewatering; pavement replacement per City of Fountain Valley Standard Drawing 120 and Contract Drawings; pothole 1 existing utility and 1 additional pothole for purpose of groundwater level verification; prepare and implement traffic control plan; complete and in place. It shall be noted that historically at this location ground water has been observed starting at 0-5 feet below ground surface. Payment for this item shall include design of appropriate dewatering system based on the observed ground water level during potholing; provide dewatering submittal and obtain approval; provide and install all labor and equipment for dewatering to maintain ground water level at a minimum of two feet below the bottom of trench for the entire duration of construction; obtaining required permits; legally discharge of the ground water; and demobilization of all dewatering work and equipment upon completion of construction.</td>
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<td>Sheet 8: Construction of 312± LF of 8&quot; cured in place pipe (CIPP) lining system in Cockatoo Ave., west of Walnut St. (Project Y2-4) including but not limited to pressure wash of existing manholes; installation of CIPP lining system in an existing 8-inch VCP sewer line; sewer bypass system; pipeline cleaning; reconnection or replacement of existing house laterals; and CCTV inspection of the liner installation; prepare and implement traffic control plan; construction dewatering; 1 pothole for purpose of groundwater level verification; complete and in place.</td>
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<td>10</td>
<td><strong>Sheet 8</strong>: Construction of 42± LF of 10&quot; cured in place pipe (CIPP) lining system in Brookhurst Street (Project Y1-5), including but not limited to pressure wash of existing manholes; installation of CIPP lining system in an existing 10-inch VCP sewer line; sewer bypass system; pipeline cleaning; reconnection or replacement of existing house laterals; Spot repair 6± LF of 10-inch PVC (SDR 26) sewer replacement including cutting existing pipe and installation of new pipe with repair couplings; pavement replacement per City of Fountain Valley Standard Drawing 120 and Contract Drawings; sewer bypass system; pipeline cleaning; and CCTV inspection of the liner installation; construction dewatering; 1 pothole for purpose of groundwater level verification; prepare and implement traffic control plan; complete and in place. It shall be noted that historically at this location groundwater has been observed starting at 0-5 feet below ground surface. Payment for this item shall include design of appropriate dewatering system based on the observed groundwater level during potholing; provide dewatering submittal and obtain approval; provide and install all labor and equipment for dewatering to maintain groundwater level at a minimum of two feet below the bottom of trench for the entire duration of construction; obtaining required permits; legally discharge of the ground water; and demobilization of all dewatering work and equipment upon completion of construction.</td>
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<td><strong>Sheet 9: Install 275± LF of 15-inch PVC (SDR 26) sewer replacement in Magnolia St. and Recreation Circle (Project Y2-3 Part 1)</strong> including but not limited to removal and legally dispose of existing 10-inch and 12-inch VCIP sewer pipe, construction of new 15-inch PVC (SDR 26) sewer line; sewer bypass systems; pavement replacement per City of Fountain Valley Standard Drawing 120 and Contract Drawings; connection to existing manholes; re-channelizing existing base (if needed); power wash of manholes; reconnection or replacement of existing house laterals; Epoxy/Polyurethane coat two manhole; install clean-out to existing manhole; Spot repair 6± LF of 8-inch PVC (SDR 26) sewer replacement (at 1 point in Recreation center (Project Y2-3 Part 2) including cutting existing pipe and installation of new pipe with repair couplings); sewer bypass system; pipeline cleaning; and CCTV inspection of the liner installation; construction dewatering; pothole 5 existing utilities and 1 additional pothole for purpose of groundwater level verification; prepare and implement traffic control plan; complete and in place. It shall be noted that historically at this location ground water has been observed starting at 0-5 feet below ground surface. Payment for this item shall include design of appropriate dewatering system based on the observed ground water level during potholing; provide dewatering submittal and obtain approval; provide and install all labor and equipment for dewatering to maintain ground water level at a minimum of two feet below the bottom of trench for the entire duration of construction; obtaining required permits; legally discharge of the ground water; and demobilization of all dewatering work and equipment upon completion of construction.</td>
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<td>12</td>
<td>Sheet 10: Install 341± LF of 8-inch and 28± LF of 15-inch cured in place pipe (CIPP) lining system in Newland St. between Rembrandt Drive and Warner Avenue (Project Y1-1) including but not limited to pressure wash of existing manholes; Epoxy/Polyurethane coating of one manhole; installation of CIPP lining system in an existing 8-inch and 15-inch VCP sewer lines; sewer bypass system; pipeline cleaning; Spot repair 6± LF of 15-inch PVC (SDR 26) sewer replacement including cutting existing pipe and installation of new pipe with repair couplings; sewer bypass system; pavement replacement per City of Fountain Valley Standard Drawing 120 and Contract Drawings; pipeline cleaning; and CCTV inspection of the liner installation; construction dewatering; 1 pothole for purpose of groundwater level verification; prepare and implement traffic control plan; complete and in place. It shall be noted that historically at this location ground water has been observed starting at 0-5 feet below ground surface. Payment for this item shall include design of appropriate dewatering system based on the observed ground water level during potholing; provide dewatering submittal and obtain approval; provide and install all labor and equipment for dewatering to maintain ground water level at a minimum of two feet below the bottom of trench for the entire duration of construction; obtaining required permits; legally discharge of the ground water; and demobilization of all dewatering work and equipment upon completion of construction.</td>
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<td><strong>Sheet 11:</strong> Install 176± LF of 8-inch cured in place pipe (CIPP) lining system in Santa Suzanne St. (Project Y1-3) including but not limited to pressure wash of existing manholes; installation of CIPP lining system in an existing 8-inch VCP sewer line; Epoxy/Polyurethane coating of two manholes; sewer bypass system; pipeline cleaning; Spot repair 12± LF of 8-inch PVC (SDR 26) sewer replacement including cutting existing pipe and installation of new pipe with repair couplings; sewer bypass system; pavement replacement per City of Fountain Valley Standard Drawing 120 and Contract Drawings; pipeline cleaning; and CCTV inspection of the liner installation; construction dewatering; 1 pothole for purpose of groundwater level verification; prepare and implement traffic control plan; complete and in place. It shall be noted that historically at this location ground water has been observed starting at 0-5 feet below ground surface. Payment for this item shall include design of appropriate dewatering system based on the observed ground water level during potholing; provide dewatering submittal and obtain approval; provide and install all labor and equipment for dewatering to maintain ground water level at a minimum of two feet below the bottom of trench for the entire duration of construction; obtaining required permits; legally discharge of the ground water; and demobilization of all dewatering work and equipment upon completion of construction.</td>
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<td>Sheet 11: Install 12(\pm) LF of 8-inch cured in place pipe (CIPP) lining system in Brookhurst Easement. <em>(Project Y1-6)</em> including but not limited to pressure wash of existing manholes; Epoxy/Polyurethane coat two manhole; installation of CIPP lining system in an existing 8-inch VCP sewer line; sewer bypass system; reconnection or replacement of existing house laterals; pipeline cleaning; and CCTV inspection of the liner installation; prepare and implement traffic control plan; construction dewatering; 1 pothole for purpose of groundwater level verification; complete and in place. It shall be noted that: historically at this location ground water has been observed starting at 0-5 feet below ground surface. Payment for this item shall include design of appropriate dewatering system based on the observed ground water level during potholing; provide dewatering submittal and obtain approval; provide and install all labor and equipment for dewatering to maintain ground water level at a minimum of two feet: below the bottom of trench for the entire duration of construction; obtaining required permits; legally discharge of the ground water; and demobilization of all dewatering work and equipment upon completion of construction.</td>
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<td>Sheet 12: Spot repair of 28-LF of 8-inch sewer line west of Manhole # MB6063 in Rhine River Ave. (Project Y2-1) including but not limited to cutting existing pipe and installation of new pipe with repair couplings; pressure wash of Manhole #MB 6063; reconnection or replacement of existing house laterals; sewer bypass system; pavement replacement per City of Fountain Valley Standard Drawing 120 and Contract Drawings; pipeline cleaning; and CCTV inspection of installation; construction dewatering; pothole 1 existing utility and 1 additional pothole for purpose of groundwater level verification; prepare and implement traffic control plan; complete and in place. It shall be noted that historically at this location ground water has been observed starting at 0-5 feet below ground surface. Payment for this item shall include design of appropriate dewatering system based on the observed ground water level during potholing; provide dewatering submittal and obtain approval, provide and install all labor and equipment for dewatering to maintain ground water level at a minimum of two feet below the bottom of trench for the entire duration of construction; obtaining required permits; legally discharge of the ground water; and demobilization of all dewatering work and equipment upon completion of construction.</td>
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<td>Sheet 12: Construct 8± LF of 8-inch spot repair in Camellia Ave./Euclid St. (Project Y1-10) including but not limited to cutting existing pipe and installation of new PVC SDR 26 with repair couplings; pressure wash of existing manholes; sewer bypass system; pavement replacement per City of Fountain Valley Standard Drawing 120 and Contract Drawings; pipeline cleaning; and CCTV inspection of the installation; construction dewatering; pothole 1 existing utility and 1 additional pothole for purpose of groundwater level verification; prepare and implement traffic control plan; complete and in place. It shall be noted that historically at this location ground water has been observed starting at 0-5 feet below ground surface. Payment for this item shall include design of appropriate dewatering system based on the observed ground water level during potholing; provide dewatering submittal and obtain approval; provide and install all labor and equipment for dewatering to maintain ground water level at a minimum of two feet below the bottom of trench for the entire duration of construction; obtaining required permits; legally discharge of the ground water; and demobilization of all dewatering work and equipment upon completion of construction.</td>
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<td><strong>Sheet 13:</strong> Install 6± LF of 8-inch PVC (SDR 26) sewer replacement in Bushard St. and Talbert Ave. including but not limited to removal and legally dispose of existing 8-inch VCP sewer pipe, construction of new 8-inch PVC (SDR 26) sewer line; sewer bypass systems; pavement replacement per City of Fountain Valley Standard Drawing 120 and Contract Drawings; connection to existing manholes; re-channelizing existing base (if needed); power wash of manholes; Epoxy/Polyurethane coat one manhole; pipeline cleaning; and CCTV inspection of the installation; construction dewatering; pothole 2 existing utility and 1 additional pothole for purpose of groundwater level verification; prepare and implement traffic control plan; complete and in place. It shall be noted that, historically at this location groundwater has been observed starting at 0-5 feet below ground surface. Payment for this item shall include design of appropriate dewatering system based on the observed groundwater level during potholing; provide dewatering submittal and obtain approval; provide and install all labor and equipment for dewatering to maintain groundwater level at a minimum of two feet below the bottom of trench for the entire duration of construction; obtaining required permits; legally discharge of the ground water; and demobilization of all dewatering work and equipment upon completion of construction.</td>
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<td><strong>Sheet 13:</strong> Install 43± LF of 8-inch PVC (SDR 26) sewer replacement in Kingbird Ave and Mt. Waterman St. including but not limited to removal and legally dispose of existing 6-inch VCP sewer pipe, construction of new 8-inch PVC (SDR 26) sewer line; sewer bypass systems; pavement replacement per City of Fountain Valley Standard Drawing 120 and Contract Drawings; connection to existing manholes; re-channelizing existing base (if needed); power wash of manholes; Epoxy/Polyurethane coat two manholes; pipeline cleaning; and CCTV inspection of the installation; construction dewatering; pothole 1 existing utility and 1 additional pothole for purpose of groundwater level verification; prepare and implement traffic control plan; complete and in place. It shall be noted that historically at this location ground water has been observed starting at 0-5 feet below ground surface. Payment for this item shall include design of appropriate dewatering system based on the observed ground water level during potholing; provide dewatering submittal and obtain approval; provide and install all labor and equipment for dewatering to maintain ground water level at a minimum of two feet below the bottom of trench for the entire duration of construction; obtaining required permits; legally discharge of the ground water; and demobilization of all dewatering work and equipment upon completion of construction.</td>
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<td><strong>Sheet 14:</strong> Construction of 6± LF of 8-inch VCP sewer spct repair next to manhole No. MH 3118 in Newhope St. (Project Y2-9) including but not limited to cutting existing pipe and installation of new PVC SDR 26 with repair couplings; pressure wash of existing manholes MH 3118 and MH 3049; sewer bypass system; pavement replacement per City of Fountain Valley Standard Drawing 120 and Contract Drawings; pipeline cleaning; Epoxy/Polyurethane coating of one manhole; and CCTV inspection; construction dewatering; 1 pothole for purpose of groundwater level verification; prepare and implement traffic control plan; complete and in place. It shall be noted that historically at this location ground water has been observed starting at 0-5 feet below ground surface. Payment for this item shall include design of appropriate dewatering system based on the observed ground water level during potholing; provide dewatering submittal and obtain approval; provide and install all labor and equipment for dewatering to maintain ground water level at a minimum of two feet below the bottom of trench for the entire duration of construction; obtaining required permits; legally discharge of the ground water; and demobilization of all dewatering work and equipment upon completion of construction.</td>
<td>LS</td>
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<td>Sheet 15: Install 424± LF of 10-inch cured in place pipe (CIPP) lining system in Slater Ave. (Project Y2-8) including but not limited to pressure wash of existing manholes; installation of CIPP lining system in an existing 10-inch VCP sewer line; sewer bypass system; reconnection or replacement of existing house laterals; pipeline cleaning; Epoxy/Polyurethane coating of one manhole; Spot repair 6± LF of 10-inch PVC (SDR 26) sewer replacement including cutting existing pipe and installation of new pipe with repair couplings; sewer bypass system; pipeline cleaning; and CCTV inspection of the liner installation; construction dewatering; pavement replacement per City of Fountain Valley Standard Drawing 120 and Contract Drawings; 1 pothole for purpose of groundwater level verification; prepare and implement traffic control plan; complete and in place. It shall be noted that historically at this location ground water has been observed starting at 0-5 feet below ground surface. Payment for this item shall include design of appropriate dewatering system based on the observed ground water level during potholing; provide dewatering submittal and obtain approval; provide and install all labor and equipment for dewatering to maintain ground water level at a minimum of two feet below the bottom of trench for the entire duration of construction; obtaining required permits; legally discharge of the ground water; and demobilization of all dewatering work and equipment upon completion of construction.</td>
<td>LS</td>
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<td>21</td>
<td>Sheet 16: Install 895± LF of 10-inch cured in place pipe (CIPP) lining system in Talbert Ave. (Project Y2-7) including but not limited to Spot repair three separate locations totaling 28± LF of 8-inch PVC (SDR 26) sewer replacement including cutting existing pipe and installation of new pipe with repair couplings; sewer bypass system; pressure wash of existing manholes; installation of CIPP lining system in an existing 10-inch VCP sewer line; sewer bypass system; reconnection or replacement of existing house laterals; pipeline cleaning; and CCTV inspection of the liner installation; construction dewatering; pavement replacement per City of Fountain Valley Standard Drawing 120 and Contract Drawings; 1 pothole for purpose of groundwater level verification; prepare and implement traffic control plan; complete and in place. It shall be noted that historically at this location ground water has been observed starting at 0-5 feet below ground surface. Payment for this item shall include design of appropriate dewatering system based on the observed ground water level during potholing; provide dewatering submittal and obtain approval; provide and install all labor and equipment for dewatering to maintain ground water level at a minimum of two feet below the bottom of trench for the entire duration of construction; obtaining required permits; legally discharge of the ground water; and demobilization of all dewatering work and equipment upon completion of construction.</td>
<td>LS</td>
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<td><strong>Sheet 17:</strong> Install 192± LF of 8-inch cured in place pipe (CIPP) lining system in Mt Washington St. Easement (Project Y2-10) including but not limited to pressure wash of existing manholes; installation of CIPP lining system in an existing 8-inch VCP sewer line; sewer bypass system; reconnection or replacement of existing house laterals; pipeline cleaning; coating one manhole with Epoxy/Polyurethane; and CCTV inspection of the liner installation; prepare and implement traffic control plan; construction dewatering; 1 pothole for purpose of groundwater level verification; complete and in place. It shall be noted that historically at this location ground water has been observed starting at 0-5 feet below ground surface. Payment for this item shall include design of appropriate dewatering system based on the observed ground water level during potholing; provide dewatering submittal and obtain approval; provide and install all labor and equipment for dewatering to maintain ground water level at a minimum of two feet below the bottom of trench for the entire duration of construction; obtaining required permits; legally discharge of the ground water; and demobilization of all dewatering work and equipment upon completion of construction.</td>
<td>LS</td>
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<td>Sheet 18: Construction of 104± LF of 8-inch VCP sewer replacement in Bushard Street including but not limited to removal and legally dispose of existing 8-inch VCP sewer pipe; construction of new 8-inch PVC SDR 26 sewer line; sewer bypass systems; pavement replacement per City of Fountain Valley Standard Drawing 120 and Contract Drawings; connection to existing manholes; re-channelizing existing base (if needed); power wash of manholes; coat one manhole with Epoxy/Polyurethane; and CCTV inspection of sewer installation; construction dewatering; pothole 5 existing utilities and 1 additional pothole for purpose of groundwater level verification; prepare and implement traffic control plan; complete and in place. It shall be noted that historically at this location ground water has been observed starting at 0-5 feet below ground surface. Payment for this item shall include design of appropriate dewatering system based on the observed ground water level during potholing; provide dewatering submittal and obtain approval; provide and install all labor and equipment for dewatering to maintain ground water level at a minimum of two feet below the bottom of trench for the entire duration of construction; obtaining required permits; legally discharge of the ground water; and demobilization of all dewatering work and equipment upon completion of construction.</td>
<td>LS</td>
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<td>Sheet 18: Construction of 160± LF of 10-inch cured in place pipe (CIPP) lining system in Buttonwood Easement including but not limited to pressure wash of existing manholes; installation of CIPP lining system in an existing 8-inch VCP sewer line; sewer bypass system; reconnection or replacement of existing house laterals; pipeline cleaning; and CCTV inspection of the liner installation; prepare and implement traffic control plan; construction dewatering; 1 pothole for purpose of groundwater level verification; complete and in place. It shall be noted that historically at this location ground water has been observed starting at 0-5 feet below ground surface. Payment for this item shall include design of appropriate dewatering system based on the observed ground water level during potholing; provide dewatering submittal and obtain approval; provide and install all labor and equipment for dewatering to maintain ground water level at a minimum of two feet below the bottom of trench for the entire duration of construction; obtaining required permits; legally discharge of the ground water; and demobilization of all dewatering work and equipment upon completion of construction.</td>
<td>LS</td>
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<td>Sheet 19: Construction of 150± LF of 8-inch PVC (SDR 26) sewer replacement in Mitterbill St. between Edinger Avenue and Debios Avenue including but not limited to removal and legally dispose of existing 8-inch VCP sewer pipe, construction of new 8-inch PVC (SDR 26) sewer line; sewer bypass systems; pavement replacement per City of Fountain Valley Standard Drawing 120 and Contract Drawings; connection to existing manholes; re-channelizing existing base (if needed); power wash of manholes; and CCTV inspection of sewer installation; construction dewatering; pothole 2 existing utilities and 1 additional pothole for purpose of groundwater level verification; prepare and implement traffic control plan; complete and in place. It shall be noted that: historically at this location ground water has been observed starting at 0-5 feet below ground surface. Payment for this item shall include design of appropriate dewatering system based on the observed ground water level during potholing; provide dewatering submittal and obtain approval; provide and install all labor and equipment for dewatering to maintain ground water level at a minimum of two feet below the bottom of trench for the entire duration of construction; obtaining required permits; legally discharge of the ground water; and demobilization of all dewatering work and equipment upon completion of construction.</td>
<td>LS</td>
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<td><strong>Sheet 19:</strong> Construction of 3± LF of 8-inch PVC (SDR 26) sewer replacement in Blue Allium Avenue east of Euclid St. including but not limited to removal and legally dispose of existing 8-inch VCP sewer pipe, construction of new 8-inch PVC (SDR 26) sewer line; sewer bypass systems; pavement replacement per City of Fountain Valley Standard Drawing 120 and Contract Drawings; connection to existing manholes; power wash of manholes; coat one manhole with Epoxy/Polyurethane; and CCTV inspection of sewer installation; construction dewatering; 1 pothole for purpose of groundwater level verification; prepare and implement traffic control plan; complete and in place. It shall be noted that: historically at this location ground water has been observed starting at 0-5 feet below ground surface. Payment for this item shall include design of appropriate dewatering system based on the observed ground water level during potholing; provide dewatering submittal and obtain approval; provide and install all labor and equipment for dewatering to maintain ground water level at a minimum of two feet below the bottom of trench for the entire duration of construction; obtaining required permits; legally discharge of the ground water; and demobilization of all dewatering work and equipment upon completion of construction.</td>
<td>LS</td>
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<td><strong>Sheet 20:</strong> Construction of 198± LF of 8-inch PVC (SDR 26) sewer replacement in Santa Alberta Cir. Easement at Courreges Park including but not limited to removal and legally dispose of existing 8-inch VCP sewer ppe, construction of new 8-inch PVC SDR 26 sewer line; sewer bypass systems; pavement replacement per City of Fountain Valley Standard Drawing 120 and Contract Drawings; connection to existing manholes; re-channelizing existing base (if needed); power wash of manholes; coat two manhole w/ Epoxy/Polyurethane; and CCTV inspection of sewer installation; construction dewatering; 1 pothole for purpose of groundwater level verification; prepare and implement traffic control plan; complete and in place. It shall be noted that historically at this location groundwater has been observed starting at 0-5 feet below ground surface. Payment for this item shall include design of appropriate dewatering system based on the observed groundwater level during potholing; provide dewatering submittal and obtain approval; provide and install all labor and equipment for dewatering to maintain groundwater level at a minimum of two feet below the bottom of trench for the entire duration of construction; obtaining required permits; legally discharge of the ground water; and demobilization of all dewatering work and equipment upon completion of construction.</td>
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<td>Sheet 21: Construction of 535± LF of 8-inch PVC (SDR 26) sewer replacement in Warner Avenue including but not limited to removal and legally dispose of existing 8-inch VCP sewer pipe, construction of new 3-inch PVC SDR 26 sewer line; sewer bypass systems; pavement replacement per City of Fountain Valley Standard Drawing 120 and Contract Drawings; connection to existing manholes; re-channelizing existing base (if needed); power wash of manholes; coat one manhole with Epoxy/Polyurethane and CCTV inspection of sewer installation; construction dewatering; pothole 4 existing utilities and 1 additional pothole for purpose of groundwater level verification; prepare and implement traffic control plan; complete and in place. It shall be noted that: historically at this location ground water has been observed starting at 0-5 feet below ground surface. Payment for this item shall include design of appropriate dewatering system based on the observed ground water level during potholing; provide dewatering submittal and obtain approval; provide and install all labor and equipment for dewatering to maintain groundwater level at a minimum of two feet below the bottom of trench for the entire duration of construction; obtaining required permits; legally discharge of the ground water; and demobilization of all dewatering work and equipment upon completion of construction.</td>
<td>LS</td>
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<td>Sheet 22: Construction of 100± LF of 6-inch PVC (SDR 26) sewer replacement in Brookhurst St (Project Y1-5) including but not limited to removal and legally dispose of existing 4-inch VCP sewer pipe, construction of new 6-inch PVC SDR 26 sewer line; sewer bypass systems; pavement replacement per City of Fountain Valley Standard Drawing 120 and Contract Drawings; construction of 48-inch manhole and lateral cleanouts; CCTV inspection of sewer installation; construction dewatering; pothole 3 existing utilities and 1 additional pothole for purpose of groundwater level verification; prepare and implement traffic control plan; complete and in place. It shall be noted that historically at this location groundwater has been observed starting at 0-5 feet below ground surface. Payment for this item shall include design of appropriate dewatering system based on the observed groundwater level during potholing; provide dewatering submittal and obtain approval; provide and install all labor and equipment for dewatering to maintain groundwater level at a minimum of two feet below the bottom of trench for the entire duration of construction; obtaining required permits; legally discharge of the ground water; and demobilization of all dewatering work and equipment upon completion of construction.</td>
<td>LS</td>
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<td>$ 61,990.00</td>
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TOTAL BID FOR PROJECT NO. SF620-4 (SUM OF P3-P29) $2,093,676.00
SELECTION OF THE LOWEST RESPONSIBLE BIDDER WILL BE BASED ON THE SUM OF BID SCHEDULES P3-P29.

<table>
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<td>Two Million Ninety-Three Thousand Six hundred Seventy-Six dollars and Zero Cents</td>
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Signature of Bidder: [Signature]
Date: 3-30-20
BID OR PROPOSAL BOND

Project No. SF620-4

KNOW ALL MEN BY THESE PRESENTS,

That Vasili, Inc. as Principal, and Fidelity and Deposit Company of Maryland as Surety, are held and firmly bound unto the City of Fountain Valley in the sum of 10% of amount bid (10% of the total amount of the Proposal) for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a Proposal to the City of Fountain Valley to perform the work required by the Contract Documents.

NOW THEREFORE, if said Principal is awarded a contract by the City of Fountain Valley and, within the time and in the manner required in the "Notice Inviting Bids" and the General Provisions, enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required certificates of insurance, Performance Bonds and Payment Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by the City of Fountain Valley and the City of Fountain Valley prevails, said Surety shall pay all costs incurred by the City of Fountain Valley in such suit, including a reasonable attorney's fee to be fixed by the court.

In accordance with the Project Specifications for Project No. SF620-4, the Bid Bond shall be issued by an admitted surety. By signing below, the Surety certifies they are an admitted surety.

SIGNED AND SEALED, this 4th day of March, 2020.

Vasili, Inc. (Principal) Fidelity and Deposit Company of Maryland (Surety)

By: (Signature) By: (Signature)

Pamela Burdesh, Assistant to the President Frank Morones, Attorney-In-Fact

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)
KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Daniel HUCKABAY, Dwight REILLY, Arturo AYALA, Shanona ROZELLE OSTMOR, Frank MORONES, Ron STONE, Michael D. STONE and R. NAPP, all of Orange, California, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 15th day of January, A.D. 2020.

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 15th day of January, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and say, that hereunto is the said officer of the Company aforesaid and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023
EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 4th day of March, 2020.

By: [Signature]
Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reports@zurich.com
800-626-4377
ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On March 4, 2020 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

personally appeared Frank Morones

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Melissa Ann Vaccaro (Seal)
NOTICE OF AFFIRMATIVE ACTION

"NOTICE"

By submitting a proposal on any job or entering into any contractual agreement with the City of Fountain Valley, the undersigned agrees not to discriminate in employment decisions against any person on account of race, creed, national origin, ethnic background, color, sex, age or handicap in performing the work required under this proposal.

ACKNOWLEDGED this 30th day of March, 2000, at Irwindale.

Authorized Signature

Assistant To President

Company
NONCOLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the CITY OF FOUNTAIN VALLEY
DEPARTMENT OF PUBLIC WORKS

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

March 30, 2020
DATE

Trinadale, C.A. 91706
PLACE

SIGNATURE

Asst. To President
TITLE
DESIGN ENGINEER MAY NOT BID ON CONSTRUCTION CONTRACT

No engineering or architectural firm, which has provided design services for a project, shall be eligible to bid on the contract to construct the project. The firms ineligible to bid include the prime contractor for design, subcontractors of portions of the design, and affiliates of either. An affiliate is a firm that is subject to the control of the same person(s), through joint ownership or otherwise.

ACKNOWLEDGED this 30th day of March 2020 at Irwindale, C.A. 91706

[Signature]
Authorized Signature

[Position]
Asst. To President

[Company]
Vasiliy Inc.
STATEMENT OF INSURANCE

Insurance. Without limiting CONTRACTOR's indemnification of CITY, and prior to commencement of Work, CONTRACTOR shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to CITY.

General liability insurance. CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability, and a $2,000,000 completed operations aggregate.

Automobile liability insurance. CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

Umbrella or excess liability insurance. CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance policy with limits of not less than $4,000,000 that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies; and
- Policies shall "follow form" to the underlying primary policies.
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Workers' compensation insurance. CONTRACTOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000) for CONTRACTOR's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

CONTRACTOR shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees and volunteers.

CONTRACTOR shall submit to CITY and the Orange County Sanitation District, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the Orange County Sanitation District, its officers, agents, employees and volunteers.

Pollution liability insurance. Environmental Impairment Liability Insurance shall be written on a Contractor's Pollution Liability form or other form acceptable to CITY providing coverage for
liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit
shall be no less than $1,000,000 dollars per claim and in the aggregate. All activities contemplated
in this agreement shall be specifically scheduled on the policy as "covered operations." The policy
shall provide coverage for the hauling of waste from the project site to the final disposal location,
including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three years after project
completion. Coverage shall be included on behalf of the insured for covered claims arising out of
the actions of independent contractors. If the insured is using subcontractors, the Policy must
include work performed "by or on behalf" of the insured. Policy shall contain no language that
would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly
excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the
insurer. The CITY, its officials, officers, agents, and employees, shall be included as insureds
under the policy.

Proof of insurance. CONTRACTOR shall provide certificates of insurance to CITY as evidence
of the insurance coverage required herein, along with a waiver of subrogation endorsement for
workers' compensation. Insurance certificates and endorsement must be approved by CITY's risk
manager prior to commencement of performance. Current certification of Insurance shall be kept
on file with CITY at all times during the term of this contract. CITY reserves the right to require
complete, certified copies of all required insurance policies, at any time.

Duration of coverage. CONTRACTOR shall procure and maintain for the duration of the contract
insurance against claims for injuries to persons or damages to property, which may arise from or
in connection with the performance of the Work hereunder by CONTRACTOR, its agents,
representatives, employees or subcontractors. CONTRACTOR must maintain general liability
and umbrella or excess liability insurance for as long as there is a statutory exposure to completed
operations claims. CITY and its officers, officials, employees, and agents shall continue as
additional insureds under such policies.

CITY's rights of enforcement. In the event any policy of insurance required under this
Agreement does not comply with these requirements or is canceled and not replaced, CITY has
the right but not the duty to obtain the insurance it deems necessary and any premium paid by
CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to
pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this
Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently
authorized by the Insurance Commissioner to transact business of insurance 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 the CITY's risk manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this
agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers,
agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others
providing insurance evidence in compliance with these specifications to waive their right of
recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against CITY,
and shall require similar written express waivers and insurance clauses from each of its
subconsultants.
Enforcement of contract provisions (non estoppel). CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Notice of cancellation. CONTRACTOR agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

CITY’s right to revise requirements. The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONTRACTOR a ninety (90)-day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the CITY and CONTRACTOR may renegotiate CONTRACTOR’s compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.

Timely notice of claims. CONTRACTOR shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR’s performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. CONTRACTOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

Workers’ Compensation.

i. CONTRACTOR shall carry Workers’ Compensation Insurance and require all subcontractors to carry Workers’ Compensation Insurance as required by the Labor Code of the State of California. CONTRACTOR, by executing this AGREEMENT, hereby certifies:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers’ Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this AGREEMENT.”
CONTRACTOR acknowledges that it is unlawful and a crime to intentionally make false statements about employees that misclassify their job duties to obtain lesser premium costs or for other improper purposes. CONTRACTOR agrees that if it makes false statements about its employees for the purpose of obtaining lower workers' compensation premiums or for other unlawful purposes, it shall be considered a material breach of this AGREEMENT.

ACKNOWLEDGED this 30th day of March, 2020.

Contractor's Signature
VASILIJ JNC

Contractor's Name
15531 Arrow Hwy

Address
Irwindale C.A. 91706

City
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder VASILTS INC, proposed subcontractor , hereby certifies that he has X, has not , participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

ACKNOWLEDGED this 30th day of March 2020.

Contractor's Signature
VASILTS INC
Contractor's Name
15531 Arrow Hwy
Address
Irwindale CA 91706
City
INFORMATION REQUESTED OF BIDDER

The following information is requested as part of this Proposal:

1. Attach to this Proposal the experience resume of the person who will be designated chief construction superintendent or on-site construction manager.

2. The licensed CONTRACTOR and/or SUBCONTRACTOR(S) submitting bids for this project shall be experienced in installation of sewer lines in deep excavation of more than 20 feet and dewatering for groundwater as shallow as 0-5 feet below finished surface. CONTRACTOR shall have completed at least THREE (3) similar sewer line projects within the past TEN (10) years; which demonstrates their competence in successfully completing installation of sewer lines in deep excavation of more than 20 feet and dewatering for groundwater as shallow as 0-5 feet below finished surface. Bidders without the aforementioned demonstrated sewer line installation experience will not be considered qualified for this project.

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>CONTRACT PRICE</th>
<th>NAME, BUSINESS ADDRESS &amp; TELEPHONE NUMBER OF OWNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. SSWP H31 Beachwood Drive &amp; Scenic Ave</td>
<td>$8,246,050.50</td>
<td>City of Los Angeles Public Works, 200 N. Spring St. Los Angeles, C.A. 90012 Nick Hsich 213-485-1505</td>
</tr>
<tr>
<td>2. Corona - Imperial Storm Drain Improvements</td>
<td>$3,578,650.00</td>
<td>City of Garden Grove, 11222 Acacia Parkway, Garden Grove, C.A. 92842 Nick Hsich 714-741-5190</td>
</tr>
<tr>
<td>3. Cerritos Sewer</td>
<td>$2,236,000.00</td>
<td>City of Anaheim, 200 S. Anaheim Blvd. Anaheim, C.A. 92805 Keli Turcich 714-765-4311</td>
</tr>
</tbody>
</table>
LIST OF SUBCONTRACTORS

Project No. SF620-4

The bidder shall list below the name and location of the place of business of each Subcontractor who will perform work or render services to the prime contractor in or about the construction of the work or improvement in excess of one-half of one percent (1/2%) of the prime contractor's total bid or ten thousand dollars ($10,000) whichever is greater in accordance with the requirements of Section 4100 to 4133 inclusive of the public contracts code.

Substituting a subcontractor in place of a subcontractor listed in the original bid without the City's approval or subcontracting work to which no subcontractor was designated in the original bid (and was required to be designated) or other subcontracting violations, may at the City's discretion, result in cancellation of the contract or a financial penalty.

<table>
<thead>
<tr>
<th>Work to be Performed</th>
<th>Bid Item Number</th>
<th>Percent of Bid Item</th>
<th>Name and Address of Subcontractor (P.O. Box not allowed)</th>
<th>Percent of Total Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grind &amp; Cap</td>
<td>#2</td>
<td></td>
<td>All American Asphalt</td>
<td>12.1</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>P.O. Box 2119, Corona, C.A. 92879</td>
<td></td>
</tr>
<tr>
<td>Lining</td>
<td>#3, 5, 6, 8, 9</td>
<td>10, 14, 15, 16</td>
<td>Insituform 10260 Matcne Ave</td>
<td>6.1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>11, 21, 22, 31</td>
<td>Santa Fe Springs, C.A. 90670</td>
<td></td>
</tr>
<tr>
<td>Mastic Coating</td>
<td>#5, 6, 9, 16, 20</td>
<td></td>
<td>Zebras P.O. Box 2119</td>
<td>3.1</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Newport Beach, C.A. 92657</td>
<td></td>
</tr>
</tbody>
</table>

Note: Do not list alternative subcontractors for the same work.

Prime Contractor: VASILJ INC
CALIFORNIA ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Los Angeles }

On 3/30/2020 before me, Todd Burleson, Notary Public

(personal name and title of the officer)

personally appeared Tanja Burleson

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Notary Public Signature) (Notary Public Seal)

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

• State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.

• Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.

• The notary public must print his or her name as it appears within his/her commission followed by a comma and then your title (notary public).

• Print the name(s) of document signer(s) who personally appear at the time of notarization.

• Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they is here) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.

• The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.

• Signature of the notary public must match the signature on file with the office of the county clerk.

• Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.

• Indicate title or type of attached document, number of pages and date.

• Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

• Securely attach this document to the signed document with a staple.
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

Iva Vasilj, President of Vasilj, Inc., a California corporation, hereinafter referred to as PRINCIPAL, in the County of Los Angeles, State of California, does hereby appoint Tanja Burleson as her true and lawful attorney, in principal's name, and for principal's use and benefit, said attorney is authorized hereby, on behalf of Principal and Vasilj, Inc., to do the following:

(1) To demand, sue for, collect, and receive all money, debts, accounts, legacies, bequests, interest, dividends, annuities, and demands as are now or shall hereafter become due, payable, or belonging to principal, and take all lawful means, for the recovery thereof and to compromise the same and give discharges for the same;

(2) To execute contracts, bids, and any other written instrument in the ordinary course of business operations, any interest therein or the possession thereof, and to take possession and exercise control over the use thereof;

(3) To buy, sell, mortgage, hypothecate, assign, transfer, and in any manner deal with goods, wares and merchandise, choses in action, certificates or shares of capital stock, and other property in possession or in action, and to make, do, and transact all and every kind of business of whatever nature;

(4) To execute, acknowledge, and deliver contracts of sale, escrow instructions, deeds, leases including leases for minerals and hydrocarbon substances and assignments of leases, covenants, agreements and assignments of agreements, mortgages and assignments of mortgages, conveyances in trust, to secure indebtedness or other obligations, and assign the beneficial interest thereunder, subordinations of liens or encumbrances, bills of lading, receipts, evidences of debt, releases, bonds, notes, bills, requests to reconvey deeds of trust, partial or full judgments, satisfactions of mortgages, and other debts, and other written instruments of whatever kind and nature, all upon such terms and conditions as said attorney shall approve.

Giving and granting to said attorney full power and authority to do all and every act and thing whatsoever requisite and necessary to be done relative to any of the foregoing as fully to all intents and purposes as principal might or could do if personally present.
All that said attorney shall lawfully do or cause to be done under the authority of this power of attorney is expressly approved.

Dated: March 21, 2016

Iva Vasilj

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On March 21, 2016, before me, Vesna Peric, Notary Public, personally appeared Iva Vasilj, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature: Vesna Peric
Notary Public
ACTION WITHOUT A MEETING
BY UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS OF
VASILJ, INC.

The undersigned, being all of the Directors of VASILJ, INC., a California corporation, pursuant to the authority granted by the bylaws of this corporation and by the laws of the State of California, do hereby unanimously consent in writing to and hereby adopt the following resolutions:

ADOPTION OF STANDING RESOLUTION – CONTRACTS

RESOLVED, that Iva Vasilj and Ivan Vasilj, President and Secretary of the Corporation, respectively, hereby appoint Tanja Burleson as their attorney in fact and agent of the Corporation, to execute and deliver on behalf of this corporation contracts, agreements and other written instruments entered into in the ordinary course of business of the Corporation; and

RESOLVED FURTHER, that the President, or any Vice President, either acting alone or together with the Secretary or any Assistant Secretary of this Corporation be and they hereby are, authorized and empowered to delegate in writing to any employee or agent of the Corporation authorization and power to execute and deliver on behalf of this Corporation purchase orders, contracts, agreements and other written instruments entered into in the ordinary course of business of the Corporation.

ADOPTION OF STANDING RESOLUTION – REAL PROPERTY

RESOLVED, that Iva Vasilj and Ivan Vasilj, President and Secretary of the Corporation, respectively, hereby appoint Tanja Burleson as their attorney in fact and agent of the Corporation to make, execute and deliver deeds, mortgages, trust deeds, conveyances, releases of mortgages, requests for reconveyance of trust deeds, contracts for the sale of real property, assignments or other instruments relating to any real property at any time owned by this Corporation.
ADOPTION OF STANDING RESOLUTION – SECURITIES

RESOLVED, that Iva Vasilij and Ivan Vasilij, President and Secretary of the Corporation, respectively, hereby appoint Tanja Burleson as their attorney if fact and agent of the Corporation to purchase shares of stock, bonds, debentures, notes evidences of indebtedness or other securities and to sell, assign, transfer, set over, endorse and deliver any and all such securities at any time standing in the name of or owned by this Corporation or its officers or its directors and to make, execute and deliver any and all written instruments necessary or proper to effectuate the authority hereby conferred.

IN WITNESS WHEREOF, the undersigned Directors have executed this written consent as of March 21, 2016.

Iva Vasilij

Ivan Vasilij
March 31, 2020

Mr. Temo Galvez  
Deputy Public Works Directory  
City of Fountain Valley  
10200 Slater Avenue  
Fountain Valley, CA 92708

Re: Project: Sewer System Replacement Project  
Project #: SF620-4  
Bid Date: March 30, 2020

BID PROTEST

Dear Mr. Galvez:

I’m writing on behalf of my client, GRFCO, Inc., the low responsive bidder on the above referenced project. The nominal low bidder, Vasilij, Inc., from Irwindale, California, submitted a bid that is nonresponsive. Specifically, Vasilij failed to execute and submit the “Bidder’s Certification” acknowledging its receipt of Addendum #1 and, as a matter of law, its bid must be declared nonresponsive.

There is no lawful excuse for failing to acknowledge Addendum #1 as required by the bid documents and this error on the part of Vasilij gives it an unfair advantage not enjoyed by the bidders who complied with the call for bids. Presumably, Vasilij will argue that its failure to acknowledge Addendum #1 is simply an oversight on its part, and claim this is a clerical error that should be ignored by the City of Fountain Valley as a minor irregularity. But, this type of mistake gives Vasilij the option to claim its bid is “materially different” than it intended it to be and under Public Contract Code § 5103 it would be permitted to withdraw its bid under these circumstances, without penalty or claim against its bid bond. Given Vasilij’s bid is more than 14% lower than GRFCO’s bid,
Mr. Temo Galvez  
City of Fountain Valley  
March 31, 2020  
Page 2 of 3

I'm confident it is considering this option.

Whether Vasilj exercises this statutory option to withdraw its bid, without penalty, is immaterial; the key fact is that this bid deviation provides Vasilj ‘the opportunity to avoid being bound to its bid.’ Such errors cannot be waived as a minor irregularity.

The case of Valley Crest Landscape, Inc. v. City Council (1996) 41 Cal.App.4th 1432 is instructive on this point. This case involved a project in the City of Davis where all bidders were required to show in their bid that they were performing more than 50% of the work using their own forces. The bid by the nominal low bidder, North Bay Construction, listed its subcontractors and specified that the subcontractors would be performing 85% of its bid amount. When Valley Crest objected that North Bay’s bid was nonresponsive, the City pointed out this error to North Bay. North Bay responded by stating its percentages were not correct and submitted new percentages totaling just under 45%. Over Valley Crest’s objection, the City of Davis awarded the contract to North Bay and the trial court denied Valley Crest’s petition to have this award overturned.

In reversing the decision of the trial court, the Court of Appeal emphasized that North Bay’s mistake was the type of error that afforded it the opportunity to withdraw its bid, without penalty, and that this irregularity could not be waived by the City of Davis regardless of whether North Bay in fact exercised its right to withdraw its bid.

“[W]e conclude North Bay had an unfair advantage because it could have withdrawn its bid. Misstating the correct percentage of work to be done by a subcontractor is in the nature of a typographical or arithmetical error. It makes the bid materially different and is a mistake in filling out the bid. As such, under Public Contract Code section 5103, North Bay could have sought relief by giving the City notice of the mistake within five days of the opening of the bid. That North Bay did not seek such relief is of no moment. The key point is that such relief was available. Thus, North Bay had a benefit not available to the other bidders; it could have backed out. Its mistake, therefore, could not be corrected by waiving an ‘irregularity.’”

Valley Crest Landscape, Inc. v. City Council, supra, 41 Cal.App.4th at 1442 (emphasis added).

On this bid, Vasilj enjoys the same advantage as did North Bay Construction in the
Mr. Temo Galvez  
City of Fountain Valley  
March 31, 2020  
Page 3 of 3

Valley Crest case. Vasilj is in a position that it could claim its bid is materially different than it intended it to be because it did not see Addendum # 1, and that it did not acknowledge the addendum for this reason. This error affords Vasilj the opportunity to withdraw its bid, without penalty, under Public Contract Code § 5101 et seq., which gives it a benefit not enjoyed by the other bidders.

For these reasons, the bid of Vasilj must be rejected as nonresponsive and the project should be awarded to GRFCO, Inc., as the low responsive bidder.

Sincerely,

Randall J. Pitre, for  
PITRE & TEUNISSE, INC.

cc: Client
CITY OF FOUNTAIN VALLEY
CITY COUNCIL
COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: May 12, 2023

SUBJECT: APPROVAL OF A RESOLUTION OF THE CITY OF FOUNTAIN VALLEY IMPLEMENTING PREFERENTIAL PERMIT PARKING FOR MEMORIAL DAY, INDEPENDENCE DAY AND LABOR DAY FOR 2020

EXECUTIVE SUMMARY:

The County of Orange Mile Square Park in Fountain Valley and Centennial Park in Santa Ana have the potential of large crowds for the following holidays:

May 25        Memorial Day
July 4         Independence Day
September 7    Labor Day

Staff has been working with the County regarding parking and traffic issues. Due to the potential parking impact to the surrounding neighborhoods, Staff recommends that Council authorize a Preferential Permit Parking Resolution for neighborhoods adjacent to Mile Square Park and Fountain Valley residences within close proximity to Centennial Park (map attachments A1-A5) for the dates listed above.

DISCUSSION:

Depending on the event location, the City historically implements a Preferential Permit Parking system in neighborhoods closest to the Recreation Center and/or Mile Square Park. In recent years, it has also become necessary to provide Preferential Permit Parking for the Fountain Valley neighborhood closest to Centennial Park. The City has implemented Preferential Permit Parking on major holidays due to large crowds at both parks at the request of the residents in these neighborhoods. Such large crowds would overwhelm available residential parking if not restricted. Staff recommends Council approve a Resolution and direct Staff to implement Preferential Permit Parking for the above dates.

The Police Department will distribute Preferential Permit Parking decals that are valid indefinitely. Residents are instructed to apply the decals in the lower left rear window of their vehicle. Additional parking decals are available at the Police Department upon request and proof of residency. Guest passes, which can also be obtained from the Police Department upon request by a resident, are to be clearly displayed on the dash of the
guest's vehicle.

FINANCIAL ANALYSIS:

There is a minimal financial impact estimated to be less than $500. The implementation of the Preferential Parking Resolution involves two Public Works personnel posting “Parking by Permit Only” signs and placing barricades in advance in the affected areas. The Public Works personnel will be performing their duties during normal duty hours. Police Services Officers and Police Cadets will distribute flyers and parking permits to the residential areas in advance. The Police Department will provide parking decals to those residents who have not already received them in previous years. The cost for each decal is $3, and the Police Department has a sufficient supply in stock for the coming year. Additional visitor parking permits will be available at the Police Department by those residents who need them, free of charge.

LEGAL REVIEW:

The Attorney for the City has reviewed this report and resolution and concurs.

PUBLIC NOTIFICATION:

This item was noticed publicly as an agenda item for action in accordance with the rules and regulations regarding noticing of public meetings and agendized items and topics for discussion and/or action by the City Council.

Police Service Officers and Police Cadets will distribute a notification letter to the affected residents the week prior to the first holiday.

ALTERNATIVES:

Alternative No. 1: Approve the Preferential Permit Parking Resolution and direct Staff to implement Preferential Permit Parking for May 25, July 4, and September 7, 2020.

Alternative No. 2: Do not approve the Preferential Permit Parking Resolution and direct Staff not to implement Preferential Permit Parking for May 25, July 4, and September 7, 2020.
RECOMMENDATION:

Staff recommends Alternative No. 1: Approve the Preferential Permit Parking Resolution and direct Staff to implement Preferential Permit Parking for May 25, July 4, and September 7, 2020.

Prepared by: Kham Vang, Lieutenant
Approved by: Matthew L. Sheppard, Chief of Police
Fiscal Review by: David Faraone, Budget Analyst
Legal Review by: Alexandra Halfman, Attorneys for the City
Approved by: Rob Houston, City Manager/Executive Director
RESOLUTION NO. __________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOUNTAIN VALLEY IMPLEMENTING THE CITY'S DESIGNATED PARKING SYSTEM DESIGNATING THE AREA SUBJECT TO THOSE RESTRICTIONS AND SPECIFYING THE DATES AND TIMES IT WILL BE IN EFFECT.

WHEREAS, the City Council has, pursuant to Section 10.44.079 of the Fountain Valley Municipal Code, established a codified Preferential Permit Parking system that authorizes it to designate the area and dates subject to those restrictions by Resolution; and

WHEREAS, Memorial Day (May 25), Independence Day (July 4) and Labor Day (September 7) holidays in the year 2020, are upcoming events that will require the implementation of Preferential Permit Parking for the public's health, safety, convenience and welfare.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the Preferential Permit Parking system set forth in Fountain Valley Municipal Code Section 10.44.079 shall be in effect on May 25, July 4 and September 7 in the areas outlined in Exhibits A1-A6.

2. That the Chief of Police shall issue permits to those merchants and residents requiring Preferential Permit Parking, and the Chief of Police or City Traffic Engineer shall post the areas specified in the attached exhibits to allow adequate notice of the restrictions.

Passed and adopted by the City Council of the City of Fountain Valley this 12th day of May, 2020.

ATTEST: ____________________________

Cheryl Brothers, Mayor

Rick Miller, City Clerk

APPROVED AS TO FCRM:

HARPER & BURNS LLP

Attorneys for the City