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# AGENDA

## CITY COUNCIL/ SUCCESSOR AGENCY TO THE FOUNTAIN VALLEY AGENCY FOR COMMUNITY DEVELOPMENT/ FOUNTAIN VALLEY HOUSING AUTHORITY

Study Session/Closed Session 5:00 p.m.  
Regular Open Session 6:00 p.m.  
Tuesday, November 17, 2015

### Council Chambers

10200 Slater Avenue  
Fountain Valley, CA 92708  
<http://www.fountainvalley.org>

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**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.*

## **STUDY SESSION**

### **CALL TO ORDER**

5:00 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. (Council) Update on the City's Energy Project - Report by Public Works Director/City Engineer Mark Lewis

## **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. (Council/Housing Authority) Conference with Real Property Negotiator pursuant to Government Code Section 54956.8.
  - Real Property: 3.96-acre parcel located at 11360 Warner Avenue, Fountain Valley, CA (APN 169-211-50) owned by the Fountain Valley Housing Authority
  - Housing Authority/City negotiators: Bob Hall, City Manager/Housing Authority Executive Director, Matt Mogensen, Planning/Building Director, Colin Burns, Housing Authority/City Legal Counsel, Celeste Brady, Housing Authority/City Special Counsel, Brent Hoff, Housing Authority/City consultant
  - Persons with whom its negotiators may negotiate: authorized representatives of potential buyer(s), lessee(s), including Capital Win Corporation, Fountain Valley Senior Housing LLC
  - Under negotiation: price and terms of payment for potential sale, lease or exchange of real property.

## **OPEN SESSION**

### **CALL TO ORDER**

6:00 p.m.

### **INVOCATION**

Pastor Dan Moore, Living Waters Christian Fellowship

### **SALUTE TO THE FLAG**

Council Member Collins

## CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY/ ROLL CALL

Council Members: Collins, McCurdy, Vo, Mayor Pro Tem/Vice Chair Brothers, Mayor/Chair Nagel

## ANNOUNCEMENT OF SUPPLEMENTAL COMMUNICATIONS

### PRESENTATIONS

- Presentation of a Proclamation to Orange Coast Memorial Foundation Director Paul Stimson Designating December 1 2015 as “#Giving Tuesday”

### 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 have up to 3 minutes to speak. The City Clerk will call upon those that wish to speak.*

### READING ORDINANCES

3. Waive the reading in full of all ordinances under consideration and direct the Mayor to read by titles only.

### PUBLIC HEARINGS

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

4. (Council) (First Reading) Conduct a Public Hearing to Consider the Introduction of an Ordinance Titled "An Ordinance of the City Council of the City of Fountain Valley Amending Chapter 21.20 Landscaping of the Fountain Valley Municipal Code" and Incorporating the Draft Guidelines for Implementation of the City of Fountain Valley Water Efficient Landscape Provisions (Report by Planning/Building Director Matt Mogensen) **Page # 9**

[Staff Report](#)

[Draft Ordinance Amending Chapter 21.20 Landscaping of FVMC and Incorporating the draft Guidelines for Implementation of the City of Fountain Valley Water Efficient Landscape Provisions](#)

[Draft Guidelines for Implementation of the City of Fountain Valley Water Efficient Landscape Provisions](#)

[Planning Commission Resolution 15-32](#)

5. (Council) (First Reading) Conduct a Public Hearing to Consider the Introduction of an Ordinance Titled "An Ordinance of the City Council of the City of Fountain Valley Adding Chapter 8.60 "Medical Marijuana" to the Fountain Valley Municipal Code Prohibiting all Types of Commercial Cannabis Activity" (Report by Colin Burns Attorney for the City **Page # 73**

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[Ordinance](#)

## CONSENT CALENDAR

*Consent Calendar Items 6 through 15 will be approved simultaneously with one motion, unless separate action/or discussion is requested.*

6. (Council/Successor Agency/Housing Authority) Receive and file the minutes of the October 20, 2015 City Council/Successor Agency to the Fountain Valley Agency for Community Development/Fountain Valley Housing Authority meeting. **Page # 80**

### Minutes

7. (Housing Authority) Receive and file the Housing Successor Agency Annual Report. **Page # 86**

### Staff Report

#### Housing Successor Agency Annual Report

8. (Council) Approval of a Holiday Sell-A-Bration business promotion to waive temporary use permit, tent permit, and banner permit fees. **Page # 95**

### Staff Report

#### Promotional Flyer

9. (Council) Approval of a City Council Policy Against Harassment, Discrimination and Retaliation by Elected and Appointed Officials. **Page # 98**

### Staff Report

#### Council Policy

10. (Council) Approval to enter into an agreement with MemorialCare Medical Group to Conduct Pre-Employment Physical Examinations, Miscellaneous Physical Examinations and Testing, and to Provide Industrial Injury Medical Treatment to Employees. **Page # 106**

### Staff Report

#### MemorialCare Medical Group Agreement

11. (Council) Approval to Reject All Bids and Authorization to Re-Advertise for Graffiti Abatement Services. **Page # 141**

### Staff Report

12. (Council) Approval to Issue a Purchase Order in the Amount of \$78,528.53 for Payment of the Annual Software Maintenance Support Invoice from Tyler Technologies for Incode Software. **Page # 144**

### Staff Report

#### Tyler Invoice

13. *(Council)* 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 Ending September 30, 2016 **Page # 150**

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14. *(Council)* Approval of a Resolution adopting Measure M2 Expenditure Report for period ending June 30, 2015 **Page # 154**

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15. *(Council)* Acceptance of the Proposal and Award of a Contract to Richard Brady and Associates in an Amount Not to Exceed \$580,000 for Preparation of Plans, Specifications and Estimates for the Rehabilitation of Reservoir No. 2, Project No. WU846 and Appropriation of the Full Project Amount of \$6,000,000 in the Fiscal Year 2015/16 Water Enterprise Fund **Page # 164**

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[Attachment 4](#)

## **ADMINISTRATIVE ITEMS**

16. *(Council)* City of Fountain Valley Six-Month Strategic Plan Objectives Adoption for October 29, 2015 through April 1, 2016. *(Report by Mayor Steve Nagel)* **Page # 223**

[Staff Report](#)  
[Strategic Plan Matrix](#)

17. *(Council)* Approval to enter into a Professional Services Agreement with Urban Futures, Inc. to provide Financial Advisory Services for COP Bonds. *(Report by Finance Director/Treasurer David Cain)* **Page # 231**

[Staff Report](#)  
[Contract / Proposal](#)

18. *(Council)* Consideration of an Amendment to Agreement CON 06-28 for Rubbish Collection, Disposal, and Recycling Between the City of Fountain Valley and Rainbow Disposal Company, Inc. *(Report by Environmental Services Manager Steve Hauerwaas)* **Page # 256**

[Staff Report](#)  
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**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 December 1, 2015 at 6:00 p.m., in the Fountain Valley Council Chambers, 10200 Slater Avenue, Fountain Valley.



## CITY OF FOUNTAIN VALLEY CITY COUNCIL

### COUNCIL ACTION REQUEST

To: Honorable Mayor and  
Members of the City Council

Agenda Date: November 17, 2015

SUBJECT: Adoption of an Ordinance of the City Council of the City of Fountain Valley Amending Chapter 21.20 Landscaping of the Fountain Valley Municipal Code and Incorporating the draft Guidelines for Implementation of the City of Fountain Valley Water Efficient Landscape Provisions

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#### **EXECUTIVE SUMMARY:**

On December 1, 2009, the City Council adopted Ordinance 1440 adding Fountain Valley Municipal Code (FVMC) Section 21.20.050(c) Water Efficient Landscape Provisions. This action was to implement mandates of the Water Conservation in Landscaping Act of 2006 (AB 1881) for cities to adopt a Model Water Efficient Landscape Ordinance (MWELo) developed by the California Department of Water Resources (DWR) to achieve greater landscape water use efficiency. On April 1, 2015, Governor Brown issued a Drought Executive Order (B-19-25), directing DWR to update the MWELo by July 15, 2015, to increase water efficiency standards for new and existing landscape through more efficient irrigation systems, greywater usage, onsite storm water capture and by limiting the portion of landscaping that can be covered in turf. Cities are required to adopt an ordinance being at least as effective as the MWELo by January 1, 2016, or February 1, 2016 when adopting a regional ordinance.

The Metropolitan Water District of Orange County (MWDOC) and the Association of California Cities, Orange County led a group of stakeholders in the previous months to update the Orange County Model Water Efficient Landscape Ordinance (OC Model), originally developed in 2009, to be at least as effective as the DWR updated MWELo. During this effort, staff also presented for feedback a Study Session to the City Council on July 14, 2015, to review other potential amendments to FVMC Chapter 21.20 Landscaping that will allow for additional water efficiencies to be realized in new and revitalized landscaping projects in the City and will also provide for added clarity and consistency in the administration of the landscape standards.

To implement the state mandated amendments to FVMC Section 21.20.050(c) Water Efficient Landscape Provisions from Governor Brown's Drought Executive Order (B-19-25) and to make additional amendments to FVMC Chapter 21.20 Landscaping to gain additional water efficiencies and provide clarity in the interpretation of the standards, staff has drafted the attached draft Ordinance Amending FVMC Chapter 21.20

## City Council Request

Adoption of an Ordinance of the City Council of the City of Fountain Valley Amending Chapter 21.20 Landscaping of FVMC and Incorporating the draft Guidelines for Implementation of the City of Fountain Valley Water Efficient Landscape Provisions

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Landscaping, as well as the supporting Guidelines for Implementation of the City's Water Efficient Landscape Provisions. Staff recommends that the City Council adopt the attached draft Ordinance Amending FVMC Chapter 21.20 and incorporating the Guidelines for its implementation.

### **DISCUSSION:**

In 1992, the State of California enacted the Water Conservation in Landscaping Act, (AB 325) requiring the adoption of a water efficient landscape ordinances by cities and counties throughout the state. To assist local agencies, DWR developed a MWELO that established water efficient landscape design standards for urban landscapes. This MWELO served as a template for local agencies to utilize in the development of their own local water efficient landscape ordinance.

In 2004, the legislature passed Assembly Bill 2717 establishing a stakeholder-based Landscape Taskforce charged with formulating recommendations to improve irrigation efficiency in new and existing landscapes and to report their findings to the governor and legislature by December 31, 2005. The report, "Water Smart Landscapes for California: AB 2717 Landscape Task Force Findings, Recommendations, & Actions," contained 43 recommendations to achieve greater landscape water use efficiency.

In 2006, Governor Schwarzenegger signed Assembly Bill 1881 (Laird, Water Conservation) amending the Water Conservation in the Landscape Act (Act). The bill required two new things:

1. DWR is to update the original MWELO; and
2. Cities and counties are to update local Landscape Ordinances by January 1, 2010 so that they are "at least as effective as" DWR's updated MWELO.

In response to the new landscape water efficiency requirements, a stakeholder group was formed under the leadership of the Municipal Water District of Orange County (MWDOC) and the then Orange County Division of the League of California Cities. The stakeholder group included representatives from the county, cities, local water agencies, Building Industries Association (BIA), Orange County Fire Authority, irrigation consultants, landscape architects, and other green industry professionals. The goal of the stakeholder group was to develop a locally-crafted OC Model that met the "at least as effective as" requirement of state law, minimize the complexity and cost of compliance, and provide consistency between local jurisdictions. Stakeholder meetings and technical writing sessions produced an abbreviated OC Model and Guidelines for city consideration in pursuing adoption of their local ordinance. On December 1, 2009, the City Council adopted Ordinance 1440 incorporating the OC Model and Guidelines

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and adding Fountain Valley Municipal Code (FVMC) Section 21.20.050(c) Water Efficient Landscape Provisions.

On April 1, 2015, Governor Brown issued a Drought Executive Order (B-19-25), directing DWR to update the MWELO by July 15, 2015, to increase water efficiency standards for new and existing landscape through more efficient irrigation systems, greywater usage, onsite storm water capture and by limiting the portion of landscaping that can be covered in turf. On September 9, 2015, the California Water Commission (CWC) adopted revisions to the California Code of Regulations Title 23, Division 2, Chapter 2.7. Model Water Efficient Landscape Ordinance. In this approval, the CWC also adopted the requirement that cities adopt an ordinance being at least as effective as the MWELO by January 1, 2016, or February 1, 2016 when adopting a regional ordinance.

Since late summer, MWDOC and the Association of California Cities, Orange County (ACCOC) have led a group of stakeholders to update the OC Model and Guidelines in compliance with the Governor's Executive Order and CWC adopted mandates. The goal of the working group was to update the OC Model and Guidelines to establish an alternative model acceptable under Governor Brown's Drought Executive Order (B-19-25) as being at least as effective as the State Model Water Efficient Landscape Ordinance in the context of conditions in order to:

- (a) promote the benefits of consistent landscape ordinances with neighboring local and regional agencies;
- (b) promote the values and benefits of landscapes while recognizing the need to invest water and other resources as efficiently as possible;
- (c) establish a structure for planning, designing, installing, and maintaining and managing water efficient landscapes in *new construction* and rehabilitated projects;
- (d) establish provisions for water management practices and water waste prevention for existing landscapes;
- (e) use water efficiently without waste by setting a *Maximum Applied Water Allowance* as an upper limit for water use and reduce water use to the lowest practical amount; and
- (f) encourage the use of economic incentives that promote the efficient use of water, such as implementing a *budget-based tiered-rate structure, providing rebate incentives and offering educational programs.*

The OC Model and Guidelines update has been incorporated into the attached draft Ordinance Amending Chapter 21.20 Landscaping of the Fountain Valley Municipal Code and draft Guidelines for Implementation of the City of Fountain Valley Water Efficient Landscape Provisions.

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### Updated MWELO Changes

The changes noted below in this discussion indicate MWELO requirements, however, these changes have also be incorporated into the OC Model and Guidelines and are so reflected in the draft Ordinance Amending Chapter 21.20 Landscaping of FVMC and the draft Guidelines for Implementation of the City of Fountain Valley Water Efficient Landscape Provisions.

#### *Project Size Applicability*

The size of landscapes subject to the requirements of the MWELO has been lowered from 2500 sq. ft. to 500 sq. ft. The size threshold applies to residential, commercial, industrial and institutional projects that require a permit, plan check or design review.

To reduce the complexity and costs for the smaller landscapes now subject to ordinance, the revised MWELO has a prescriptive compliance approach (Appendix A to the Guidelines) for landscapes between 500 and 2500 sq. ft. Landscapes within this size range can comply either through meeting the traditional MWELO approach or through the prescriptive approach in Appendix A to the Guidelines. The size threshold for existing landscapes that are being rehabilitated has not changed, remaining at 2500 square feet. Only rehabilitated landscapes that are associated with a building or landscape permit, plan check, or design review are subject to the MWELO provisions.

#### *Definitions*

The definitions section of the MWELO has been expanded significantly to include new terms and concepts to assist practitioners in administering the MWELO provisions. See the attached draft Ordinance for the full list of definitions that have been added.

#### *Water Efficient Worksheet and Water Budget*

The maximum applied water allowance (MAWA) has been lowered from 70% of the reference evapotranspiration (ET<sub>o</sub>) to 55% for residential landscape projects, and to 45% of ET<sub>o</sub> for non-residential projects. This water allowance reduces the landscape area that can be planted with high water use plants such as cool season turf. For typical residential projects, the reduction in the MAWA reduces the percentage of landscape area that can be planted to high water use plants from 33% to 25%. In typical non-residential landscapes, the reduction in MAWA limits the planting of high water use plants to special landscape areas. The revised MWELO still uses a water budget approach and larger areas of high water use plants can be installed if the water use is reduced in the other areas provided the overall landscape stays within the budget. The use of special landscape areas (SLA) was not changed in the revised MWELO. The SLA provides for an extra water allowance in non-residential areas for specific functional landscapes, such as recreation, areas for public assembly, and edible gardens or for areas irrigated with recycled water.

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The revised MWELO allows the irrigation efficiency to be entered for each area of the landscape. The site-wide irrigation efficiency of the previous ordinance (2010) was 0.71; for the purposes of estimating total water use, the revised MWELO defines the irrigation efficiency (IE) of drip irrigation as 0.81 and overhead irrigation and other technologies must meet a minimum IE of 0.75.

The worksheets for Maximum Applied Water Allowance (MAWA) and the Estimated Total Water Use (ETWU) have been combined into one table. (See Appendix B of the Guidelines) As explained above, rather than using a site-wide default IE, irrigation efficiency is calculated for each hydrozone.

The revised ordinance also precludes the use of high water use plants in street median strips. Also because of the requirement to irrigate areas less than ten feet wide with subsurface irrigation or other means that produces no runoff or overspray, the use of cool season turf in parkways is limited.

### *Soil Management Report*

For multi-lot projects, the revised MWELO added clarification that soil testing should be completed using a soil sampling rate of approximately 1 in 7 lots or 15 percent.

### *Landscape Design Plan*

Prior to planting, 4 yards of compost must be incorporated per 1000 sq. ft. of permeable area. Compacted soils must be transformed to a friable condition. The depth of mulch required was increased from 2 to 3 inches. Graywater and storm retention components must be indicated on the landscape plan.

### *Irrigation Design Plan*

Dedicated landscape water meters or submeters are required for residential landscapes over 5,000 square feet and non-residential landscapes over 1000 square feet. Dedicated meters or submeters may be either a meter supplied by the local water supplier or a privately owned submeter.

Irrigation systems are required to have pressure regulation to ensure correct and efficient operation. All irrigation emission devices must meet the American National Standards Institute standard, American Society of Agricultural and Biological Engineers/International Code Council's 802-2014 "Landscape Irrigation Sprinkler and Emitter Standard". Flow sensors that detect and report high flow conditions due to broken pipes and/or popped sprinkler heads are required for landscape areas greater than 5,000 square feet. Master shut-off valves that prevent water waste in case of large failures of irrigation systems due to breakage or vandalism are required on all landscapes except where sprinklers can be individually controlled.

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The minimum width of areas that can be overhead irrigated was increased from 8 feet to 10 feet; areas less than 10 feet wide must be irrigated with subsurface drip or other technology that produces no over spray or runoff. The revised update requires the irrigation auditor to be a local agency auditor or third party auditor to reduce conflicts of interest. All landscape irrigation auditors must be certified by one of the U.S. EPA WaterSense labeled auditing programs.

### *Graywater Systems*

The revised MWELO added a graywater section that specifies that landscapes less than 2,500 square feet that are irrigated entirely with graywater or captured rainwater are subject only to the irrigation system requirements of Appendix A to the Guidelines, Prescriptive Compliance Option. Graywater is allowed throughout the state under the California Plumbing Code, Ch. 16. Applicants should consult with the local building authority regarding graywater systems.

### *Stormwater and Rainwater Retention*

A requirement was added that landscape area should have friable soil to maximize stormwater infiltration.

### *Reporting*

Executive Order B-29-15 and the revised MWELO require that local agencies report on the implementation and enforcement of their single agency Local Ordinances to DWR by December 31, 2015. Local agencies developing a Regional Ordinance must report on adoption by March 1, 2016. Reporting for all agencies is due by January 31st of each year thereafter. The reporting requirement is a new addition to the MWELO.

### Updated FVMC 21.20 Landscaping Changes

The proposed Amendments to FVMC Chapter 21.20 Landscaping that will allow for water efficiencies in addition to the OC Model Provisions to be realized and for added clarity and consistency in the administration of the landscape standards, include:

(a) The addition of decorative pervious materials to the "Landscaping" definition. This change will provide greater flexibility and clarity in determining if single-family properties are achieving the 50% of the front yard setback landscape requirement.

(b) A deletion of the requirement that commercial properties may not count parking lot landscaping to achieve the 15% landscaping requirement. This change will provide greater flexibility for applicants to reach our landscaping requirements when rehabbing a property. To offset this potential reduction in landscaping overall on the site, a provision to require a minimum four-foot wide planter along commercial project side property lines has been added, except when shared parking is present.

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(c) An alternative to provide a minimum three-foot high shrubbery in place of a three-foot high landscape berm in landscape areas of commercial projects that border streets. The change will assist the City and the applicant in meeting NPDES requirements for onsite storm water capture and treatment.

(d) The addition of development standards that call for certain tree size specifications at planting. This will ensure that trees planted will be of an acceptable mix of sizes when landscaping is installed.

(e) The clarification that all planters will trees located in them shall be a minimum of four-feet from inside curb to inside curb. This minimum dimension will help ensure cars to do hit the trees and the planter is large enough to support the tree without taking up to much parking or other property.

(f) A 5% increase in the allowance of decorative pervious materials (i.e. woodchips, rock, pavers, pebbles, mulch, crushed rock) from 15% to 20% of the 50% front yard setback landscaping requirement. This increase will help resident save water while incorporating pervious decorative materials in their landscaping.

(g) A new provision that shrubs and groundcover used to meet the live landscaping requirement of the front yard setback for single-family homes, must be planted at a spacing that will allow for coverage of the required area within 18-months of planting. This will clarify what the standard is for live landscape coverage to meet the front yard setback requirement.

### Planning Commission Consideration

On November 10, 2015, the Planning Commission held a duly noticed public hearing regarding Code Amendment No. 15-01, the proposed Ordinance to Amend FVMC Chapter 21.20 Landscaping and to incorporate the Guidelines for Implementation of the City of Fountain Valley Water Efficient Landscape Provisions. Following the public hearing the Planning Commission voted to approve Resolution No. 15-32, a Resolution of the Fountain Valley Planning Commission recommending approval of Code Amendment No. 15-01 amending the Fountain Valley Municipal Code Section 21.20 regarding landscaping to incorporate revisions to state Model Water Efficient Landscape Ordinance and revisions to the Guidelines for its implementation.

### ENVIRONMENTAL CLEARANCE:

This Ordinance is exempt from review under the California Environmental Quality Act ("CEQA") (California Public Resources Code Section 21000 et seq.), because pursuant to State CEQA Regulation 15307 (14 Cal. Code Regs., § 15307), this Ordinance is covered by the CEQA Categorical Exemption for actions taken to assure the maintenance, restoration, enhancement, or protection of a natural resource where the regulatory process involves procedures for protection of the environment. The adoption of this Ordinance will result in the enhancement and protection of water resources in the

## City Council Request

Adoption of an Ordinance of the City Council of the City of Fountain Valley Amending Chapter 21.20 Landscaping of FVMC and Incorporating the draft Guidelines for Implementation of the City of Fountain Valley Water Efficient Landscape Provisions

November 17, 2015

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City, and will not result in cumulative adverse environment impacts. It is therefore exempt from the provisions of CEQA. The City Council hereby directs the City Manager or designee to prepare and file a Notice of Exemption as soon as possible following adoption of this Ordinance.

### **FINANCIAL ANALYSIS:**

This item is an unfunded state mandate. Additional costs will include staff time for educating project applicants, reviewing landscape documentation packages for compliance, and annual reporting to the state regarding the implementation of the City's Water Efficient Landscape provisions of FVMC 21.20.050(c).

### **ATTORNEY REVIEW:**

The attorney to the city has reviewed the draft Ordinance of the City Council of the City of Fountain Valley Amending Chapter 21.20 Landscaping of the Fountain Valley Municipal Code and the draft Guidelines for Implementation of the City of Fountain Valley Water Efficient Landscape Provisions and approved all as to form.

### **PUBLIC NOTIFICATION:**

Due notice of the public hearing on November 17, 2015, conducted in the City Council Chambers, 10200 Slater Avenue, Fountain Valley, was given as required by the Fountain Valley Municipal Code the State of California. Public notice of this hearing and a copy of the City Council agenda were posted at City Hall, Recreation Center, and Fountain Valley Library.

### **ALTERNATIVES:**

1. Adopt the attached Ordinance of the City Council of the City of Fountain Valley Amending Chapter 21.20 Landscaping of FVMC and Incorporating the Guidelines for Implementation of the City of Fountain Valley Water Efficient Landscape Provisions.
2. Direct staff to amend the draft Ordinance. Note that should the Council not wish to adopt the OC Model and Guidelines into FVMC 21.20.050(c) Water Efficient Landscape Provisions, the City will be required to accept the State's Model Water Efficiency Landscape Ordinance.
3. Continue this item for additional information.

City Council Request

Adoption of an Ordinance of the City Council of the City of Fountain Valley Amending Chapter 21.20 Landscaping of FVMC and Incorporating the draft Guidelines for Implementation of the City of Fountain Valley Water Efficient Landscape Provisions  
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**RECOMMENDATION:**

Staff recommends that the City Council adopt the attached Ordinance of the City Council of the City of Fountain Valley Amending Chapter 21.20 Landscaping of FVMC and Incorporating the Guidelines for Implementation of the City of Fountain Valley Water Efficient Landscape Provisions.

Prepared by: Matt Mogensen, Planning/Building Director

Procurement Review by Cathy Wagner, Purchasing Manager

Fiscal Review by: David Cain, Finance Director/ Treasurer

Approved By: Bob Hall, City Manager

Attachment No 1: Draft Ordinance of the City Council of the City of Fountain Valley Amending Chapter 21.20 Landscaping of FVMC and Incorporating the draft Guidelines for Implementation of the City of Fountain Valley Water Efficient Landscape Provisions

Attachment No 2: Draft Guidelines for Implementation of the City of Fountain Valley Water Efficient Landscape Provisions

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
FOUNTAIN VALLEY, AMENDING CHAPTER 21.20  
LANDSCAPING OF THE FOUNTAIN VALLEY MUNICIPAL CODE

WHEREAS; the California State Legislature has found that:

(a) the waters of the State are of limited supply and are subject to ever increasing demands;

(b) the continuation of California's economic prosperity is dependent on the availability of adequate supplies of water for future uses;

(c) it is the policy of the State to promote the conservation and efficient use of water and to prevent the waste of this valuable resource;

(d) landscapes are essential to the quality of life in California by providing areas for active and passive recreation and as an enhancement to the environment by cleaning air and water, preventing erosion, offering fire protection, and replacing ecosystems lost to development;

(e) landscape design, installation, maintenance, and management can and should be water efficient;

(f) Article X, Section 2 of the California Constitution specifies that the right to use water is limited to the amount reasonably required for the beneficial use to be served, and the right does not and shall not extend to waste or unreasonable method of use of water; and

WHEREAS, in 1992, the State Legislature enacted the Water Conservation in Landscaping Act (AB 325) requiring the adoption of a water efficient landscape ordinance by cities and counties; and

WHEREAS, following the enactment of AB 325 the Department of Water Resources (DWR) developed a Model Water Efficient Landscape Ordinance to assist and guide cities in the enactment their own local water efficient landscape ordinance; and,

WHEREAS, the Water Conservation in Landscaping Act of 2006 (AB 1881) required DWR to update the Model Water Efficient Landscape Ordinance to achieve greater landscape water use efficiency, and for cities to adopt the updated Model Water Efficient Landscape Ordinance, no later than January 1, 2010; and

WHEREAS, the Municipal Water District of Orange County (MWDOC) and the former Orange County Division of the League of California Cities led a team of stakeholders to develop an Orange County Model Ordinance that met the “at least as effective as the DWR created Model Water Efficiency Landscape Ordinance” requirement of AB 1881, to minimize complexity and cost of compliance and to provide consistency between local jurisdictions; and

WHEREAS, on December 1, 2009, the City Council approved the Orange County Model Ordinance in adopted Ordinance 1440 and thereby adding Fountain Valley Municipal Code (FVMC) Section 21.20.050 (c) Water Efficient Landscape Provisions; and

WHEREAS, Governor Brown issued a Drought Executive Order (B-19-25) on April 1, 2015, directing DWR to update the State’s Model Water Efficient Landscape Ordinance by July 15, 2015, to increase water efficiency standards for new and existing landscape through more efficient irrigation systems, greywater usage, onsite storm water capture and by limiting the portion of landscaping that can be covered in turf; and

WHEREAS, on September 9, 2015, the California Water Commission adopted revisions to the California Code of Regulations Title 23, Division 2, Chapter 2.7. Model Water Efficient Landscape Ordinance; and

WHEREAS; as adopted the Model Water Efficient Landscape Ordinance provisions are required to be adopt by cities in an ordinance being at least as effective as the State Model Water Efficient Landscape Ordinance by January 1, 2016, or February 1, 2016 when adopting a regional ordinance; and

WHEREAS; MWDOC and the Association of California Cities, Orange County have again led a group of stakeholders to update the Orange County Model Ordinance to be at least as effective as the DWR updated Model Water Efficiency Landscape Ordinance; and

WHEREAS; the City Council hereby finds that:

(a) Orange County has an established, large *reclaimed water* infrastructure system;

(b) allocation-based and tiered water rate structures allow public agencies to document water use in landscapes;

(c) incentive-based water use efficiency programs have been actively implemented within Orange County since before 1991;

(d) current local design practices in new landscapes strive to achieve the intent of the State Model Water Efficient Landscape Ordinance water use goals;

(e) all water services within the City are metered and billed based on volume of use;

(f) Orange County is a leader in researching and promoting the use of *smart automatic irrigation controllers* with more than 12,900 installations as of June 2009;

(g) over 100 single-family residential properties in the City have applied for turf removal rebates to reduce landscape watering needs;

(h) all new *irrigation controllers* sold after 2012 within Orange County will be *smart controllers*;

(i) landscape plan submittal and review has been a long standing practice in the City;

(j) the average rainfall in Orange County is approximately 12 inches per year;

(k) the City, as the local water purveyor, is implementing enforcement of water waste prohibitions for all existing metered landscaped areas within its jurisdiction; and

WHEREAS, consistent with these findings, the purpose of the Orange County Water Efficiency Landscape Model Ordinance is to establish an alternative model acceptable under Governor Brown's Drought Executive Order (B-19-25) as being at least as effective as the State Model Water Efficient Landscape Ordinance in the context of conditions in order to:

(a) promote the benefits of consistent landscape ordinances with neighboring local and regional agencies;

(b) promote the values and benefits of landscapes while recognizing the need to invest water and other resources as efficiently as possible;

(c) establish a structure for planning, designing, installing, and maintaining and managing water efficient landscapes in *new construction* and rehabilitated projects;

(d) establish provisions for water management practices and water waste prevention for existing landscapes;

(e) use water efficiently without waste by setting a *Maximum Applied Water Allowance* as an upper limit for water use and reduce water use to the lowest practical amount;

(f) encourage the use of economic incentives that promote the efficient use of water, such as implementing a *budget-based tiered-rate structure, providing rebate incentives and offering educational programs*; and

WHEREAS, the City Council wishes to adopt the provisions of the updated Orange County Model Water Efficiency Landscape Ordinance in the FVMC Section 21.20.050(c) Water Efficient Landscape Provisions; and

WHEREAS, the City Council does further state its intention to amend the "Guidelines for Implementation of the City of Fountain Valley Water Efficient Landscape Provisions" by resolution and to integrate that document into this ordinance; and

WHEREAS, the City Council finds that amending certain sections of Chapter 21.20 Landscaping will allow for additional water efficiencies to be realized in new and revitalized landscaping projects in the City and will also provide for added clarity and consistency in the administration of the landscape standards of Chapter 21.20; and

WHEREAS, the Fountain Valley Planning Commission considered the proposed Code Amendment 15-01 at a duly noticed public hearing on November 10, 2015 and approved Resolution No. 15-32 recommending adoption of the Code Amendment, and

WHEREAS, the proposed Code Amendment 15-01 has been publicly noticed in accordance with State Law and the Fountain Valley Municipal Code.

NOW, THEREFORE, the City Council of the City of Fountain Valley does hereby ORDAIN as follows:

#### SECTION 1

The City Council of the City of Fountain Valley does hereby adopt the attached Guidelines (Exhibit "A") to complement the Water Efficient Landscape Provisions of this Ordinance and to set forth technical aspects of the program.

#### SECTION 2:

The City Council hereby determines that this Ordinance is exempt from review under the California Environmental Quality Act ("CEQA") (California Public Resources Code Section 21000 et seq.), because pursuant to State CEQA Regulation 15307 (14 Cal. Code Regs., § 15307), this Ordinance is covered by the CEQA Categorical Exemption for actions taken to assure the maintenance, restoration, enhancement, or protection of a natural resource where the regulatory process involves procedures for protection of the environment. The

adoption of this Ordinance will result in the enhancement and protection of water resources in the City, and will not result in cumulative adverse environment impacts. It is therefore exempt from the provisions of CEQA. The City Council hereby directs the City Manager or designee to prepare and file a Notice of Exemption as soon as possible following adoption of this Ordinance.

SECTION 3:

The City Council finds that due notice of the public hearing on November 17, 2015, conducted in the City Council Chambers, 10200 Slater Avenue, Fountain Valley, was given as required by the Fountain Valley Municipal Code the State of California.

SECTION 4:

The City Council hereby finds that Code Amendment No. 15-01 is consistent with the Fountain Valley General Plan as follows:

(A) The proposed amendment ensures and maintains internal consistency with the actions, goals, objectives and policies of the general plan, and would not create any inconsistencies with the Fountain Valley Municipal Code;

(B) The proposed amendment would provide for the orderly growth in the City in a manner consistent with the General Plan and Development Code; and

(C) The proposed amendment would not be detrimental to the public convenience, health, interest, safety or welfare of the city; and

(D) The proposed project has been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA) and the city's environmental review procedures and was determined to be categorically exempt.

SECTION 5:

The Fountain Valley Municipal Code is hereby amended by revising section 21.20.030 to read as follows:

"Applied water" means the portion of water supplied by the irrigation system to the landscape.

“Ecological restoration project” means a project where the site is intentionally altered to establish a defined, indigenous, historic ecosystem.

“Estimated Applied Water Use” means the average annual total amount of water estimated to be necessary to keep plants in a healthy state, calculated as provided in the Guidelines. It is based on the reference evapotranspiration rate, the size of the landscape area, plant water use factors, and the relative irrigation efficiency of the irrigation system.

“Evapotranspiration (ET) adjustment factor” or “ETAF” is equal to the plant factor divided by the irrigation efficiency factor for a landscape project, as described in the Guidelines. The ETAF is calculated in the context of local reference evapotranspiration, using site-specific plant factors and irrigation efficiency factors that influence the amount of water that needs to be applied to the specific landscaped area. The evapotranspiration adjustment factor (ETAF) for the landscape project shall not exceed a factor of 0.55 for residential areas and 0.45 for non-residential areas, exclusive of Special Landscape Areas. The ETAF for a Special Landscape Area shall not exceed 1.0. ETAF for existing non-rehabilitated landscapes is 0.8.

“Guidelines” refers to the Guidelines for Implementation of the Water Efficient Landscape Provisions included in Section 21.20.050(c), as adopted by the City by the City Council, which describes procedures, calculations, and requirements for landscape projects subject to the Water Efficient Landscape Provisions.

“Hydrozone” means a portion of the landscaped area having plants with similar water needs that are served by a valve or set of valves with the same schedule. A hydrozone may be irrigated or nonirrigated. For example, a naturalized area planted with native vegetation that will not need supplemental irrigation once established is a nonirrigated hydrozone.

“Irrigation efficiency” means the measurement of the amount of water beneficially used divided by the amount of water applied. Irrigation efficiency is derived from measurements and estimates of irrigation system characteristics and management practices. Refer to the Guidelines for irrigation efficiency requirements. The irrigation efficiency for purposes of this Water Efficient Landscape Provisions of 21.20.050(c) are 0.75 for overhead spray devices and 0.81 for drip systems.

“Landscaped area” means all the planting areas, turf areas, and water features in a landscape design plan subject to the Maximum Applied Water Allowance and Estimated Applied Water Use calculations. The landscaped area does not include footprints of buildings or structures, sidewalks, driveways, parking lots, decks, patios, other pervious or non-pervious hardscapes, and other

non-irrigated areas designated for non-development (e.g., open spaces and existing native vegetation).

“Landscaping” means the planting and continuous maintenance of some combination of natural vegetation (e.g., trees, shrubs, vines, ground covers, flowers or lawns). In addition to plant life, landscaping may also include synthetic turf, as defined herein, and a limited amount of, benches, ponds, statuary, and other materials as provided for in 21.20.050(b)(2)(A).

“Landscape contractor” means a person licensed by the State of California to construct, maintain, repair, install, or subcontract the development of landscape systems.

“Landscape documentation package” means the documents required to be provided to the City for review and approval of landscape design projects, as described in the Guidelines.

“Landscape project” means total area of landscape in a project, as provided in the definition of “landscaped area,” meeting the requirements under Section 21.20.050 (c)(1) of this Water Efficient Landscape Ordinance.

“Local water purveyor” means any entity, including a public agency, city, county, or private water company that provides retail water service.

“Maximum Applied Water Allowance” or “MAWA” means the upper limit of annual applied water for the established landscaped area as specified in Section 2.2 of the Guidelines. It is based upon the area’s reference evapotranspiration, the ET Adjustment Factor, and the size of the landscaped area. The Estimated Applied Water Use shall not exceed the Maximum Applied Water Allowance.  
$$MAWA = (ET_o) (0.62) [(ETAF \times LA) + ((1-ETAF) \times SLA)]$$

“Mined-land reclamation projects” means any surface mining operation with a reclamation plan approved in accordance with the Surface Mining and Reclamation Act of 1975.

“New construction” means a new building with a landscape area or other new landscape area such as a park, playground, or greenbelt without an associated building.

“Non-pervious” means any surface or natural material that does not allow for the passage of water through the material and into the underlying soil.

“Pervious” means any surface or material that allows the passage of water through the material and into the underlying soil.

“Permit” means an authorizing document issued by local agencies for new construction or rehabilitated landscape.

“Plant factor” or “plant water use factor” is a factor, when multiplied by Reference Evapotranspiration (ET<sub>o</sub>), that estimates the amount of water needed by plants. The plant factor range for very low water use plants is 0 to 0.1; the plant factor range for low water use plants is 0 to 0.3; the plant factor range for moderate water use plants is 0.4 to 0.6; and the plant factor range for high water use plants is 0.7 to 1.0. Plant factors are derived from the publication “Water Use Classification of Landscape Species.” Plant factors may also be obtained from horticultural researchers from academic institutions or professional associations as approved by the California Department of Water Resources (DWR).

“Recreational area” means areas of active play or recreation (e.g., sports fields, schoolyards, picnic grounds) or other areas with intense foot traffic.

“Recycled water” or “reclaimed water” means treated or recycled waste water of a quality suitable for non-potable uses such as landscape irrigation and water features. This water is not intended for human consumption.

“Reference evapotranspiration” or “ET<sub>o</sub>” means a standard measurement of environmental parameters which affect the water use of plants. ET<sub>o</sub> is given expressed in inches per day, month, or year as represented in Appendix C of the Guidelines, and is an estimate of the evapotranspiration of a large field of four-to seven-inch tall, cool-season grass that is well watered. Reference evapotranspiration is used as the basis of determining the Maximum Applied Water Allowances.

“Rehabilitated landscape” means any re-landscaping project that meets the applicability criteria of 21.20.050 (c), where the modified landscape area is greater than 2,500 square feet.

“Synthetic turf” means man-made, synthetic material manufactured from nylon, polypropylene, polyethylene, or a blend of nylon, polypropylene and polyethylene fibers which simulates the appearance of live turf, organic turf, grass, sod, or lawn, and meets the requirements of Section 21.20.070.

“Smart automatic irrigation controller” means an automatic timing device used to remotely control valves that operate an irrigation system and which schedules irrigation events using either evapotranspiration (weather-based) or soil moisture data.

“Special landscape area” means an area of the landscape dedicated solely to edible plants such as orchards and vegetable gardens, areas irrigated with recycled water, water features using recycled water, and recreational areas

dedicated to active play such as parks, sports fields, golf courses, and where turf provides a playing surface.

“Turf” means a ground cover surface of mowed grass. Annual bluegrass, Kentucky bluegrass, Perennial ryegrass, Red fescue, and Tall fescue are cool-season grasses. Bermudagrass, Kikuyugrass, Seashore Paspalum, St. Augustinegrass, Zoysiagrass, and Buffalo grass are warm-season grasses.

“Valve” means a device used to control the flow of water in an irrigation system.

“Water feature” means a design element where open water performs an aesthetic or recreational function. Water features include ponds, lakes, waterfalls, fountains, artificial streams, spas, and swimming pools (where water is artificially supplied). The surface area of water features is included in the high water use hydrozone of the landscaped area. Constructed wetlands used for on-site wastewater treatment, habitat protection or storm water best management practices that are not irrigated and used solely for water treatment or storm water retention are not water features and, therefore, are not subject to the water budget calculation.

#### SECTION 6:

The Fountain Valley Municipal Code is hereby amended by revising section 21.20.040 to read as follows:

(a) Nonresidential and Multi-Family Uses. Each land use, except single-family, shall provide and maintain fifteen percent of the site in landscaping. The landscaping requirement may include setback areas and other unused areas of the site that are not intended for future use.

(b) Single-Family Subdivisions. All areas between the front of the residence and the front property line shall be landscaped within six months of issuance of the certificate of occupancy or three months from recorded sale (date of recording) whichever is earlier. All single-family designated property shall maintain a minimum of fifty percent of the front yard setback, as defined in Chapter 21.08, as landscaping. Landscaping shall consist of live plant materials, synthetic turf meeting the criteria provided in Section 21.20.070, or other materials in a limited amount as provided for in 21.20.050(b)(2)(A). If installed by the developer, landscape plans shall be in compliance with Section 21.20.050(a) (Landscape standards). If installed by the individual homeowner, landscape plans do not require city approval.

(c) Unused Areas. All areas of a project site not intended for a specific use, including pad sites in shopping centers held for future development, shall be

landscaped unless it is determined by the director that landscaping is not necessary to fulfill the purposes of this chapter.

(d) Parking Areas.

(1) Perimeter Parking Lot Landscaping.

(A) Adjacent to Streets. Parking areas adjoining a public street shall be designed to provide a landscaped planting strip between the street right-of-way and parking area a minimum fifteen feet in width. The planting strip shall be planted with live shrubbery, a minimum of three feet in height. The perimeter planting strip shall not be included within the interior parking lot landscaping calculations.

(B) Adjacent to Commercial Use. Parking areas for nonresidential uses adjoining a nonresidential use shall provide a landscape planting strip between the parking area and the nonresidential use a minimum of four-feet in width, unless common/reciprocal parking area is shared. For each one hundred lineal feet of landscaped planting strip, a minimum of six trees shall be provided. A minimum of 25% of trees in landscape planting strip shall be of a 15-gallon variety at planting.

(C) Adjacent to Residential Use. Parking areas for nonresidential uses adjoining residential uses shall provide a solid masonry wall, a minimum of eight-feet in height, and landscaped buffer yard a minimum of ten feet in width between the parking area and the common property line bordering the residential use. For each one hundred lineal feet of landscaped buffer yard, a minimum of six trees shall be provided. A minimum of 25% of trees in landscape buffer yard shall be of a 15-gallon variety at planting.

(2) Interior Parking Lot Landscaping.

(A) Amount of Landscaping. For off-street parking areas with ten or more spaces, a minimum of one tree shall be planted for each ten parking stalls, and accompanied by an appropriate amount of shrubs and ground cover. Setback areas required to be landscaped by other subsections of this chapter shall not be considered part of the required parking lot landscaping. Parking lot trees shall be a minimum of a 5-gallon size variety at planting.

(B) Planters Required. Trees shall be in planters located throughout the parking area. In order to be considered within the parking area, trees shall be located in planters that are bounded on at least three sides by parking area paving. Planters shall have a minimum interior dimension of four feet. All ends of parking lanes shall have landscaped islands.

(C) Larger Projects. Parking lots with more than one hundred spaces shall provide a concentration of landscape elements at primary entrances, including specimen trees, flowering plants, enhanced paving, and project identification. Specimen trees shall be a minimum of a 36-inch box variety at planting.

SECTION 7:

The Fountain Valley Municipal Code is hereby amended by revising section 21.20.050 to read as follows:

(a) General Requirements.

(1) Landscape Plan. A comprehensive landscape and irrigation plan prepared and signed by a California-licensed landscape professional shall be submitted for review and approval when required through a discretionary permit or the Water Efficiency Landscape Provisions of 21.20.050(c). Landscape materials, trees, shrubs, groundcover, turf, synthetic turf and other vegetation, and planting symbols shall be clearly drawn and plants labeled by botanical name, common name, container size, spacing and quantities of each group of plants indicated.

(2) Minimum Width. Landscaped areas that may be counted toward required landscaping shall have a minimum interior width of four feet, exclusive of curb or wall.

(3) Concrete Curb Required. Landscaping shall be protected with a minimum six-inch high concrete curb.

(4) Maintenance Required. Landscaping shall be continuously maintained free of weeds, debris, litter and temporary signage.

(5) Irrigation Required. All landscaped areas (except naturalized hydrozones) shall be provided with a smart automatic irrigation controller as provided in Section 21.20.050(c) unless synthetic turf is used.

(6) Limitation on Turf Area and/or live groundcover. The percentage of turf, live groundcover and synthetic turf for nonresidential projects shall not exceed forty-five percent of the required landscaping for single-family residential property or seventy-five percent of the required landscaping for multi-family residential property.

(b) Planting Material.

(1) Trees.

(A) Trees shall not be planted under any eave, overhang, or balcony.

(B) Trees shall be staked in compliance with city standards.

(C) The minimum interior width of planters containing trees shall be four feet exclusive of curbs.

(D) Trees in landscape planters less than ten feet in width or located closer than five feet from a permanent structure shall be provided with root barriers.

(2) Groundcover and Shrubs.

(A) Required landscaping shall consist of live nondeciduous groundcover, shrubs, turf, live plants that are predominantly drought-tolerant, synthetic turf, or other pervious materials (i.e. crushed rock, redwood chips, mulch, pebbles, stone, decorative pavers) in an amount not to exceed twenty percent of the required landscaping.

(B) Groundcover and/or shrubs counted towards the landscaping requirement for residential front yard setbacks shall be planted at a spacing that will provide for full coverage of the live landscape requirement, except for the limited pervious material allowed for in Subsection (b)(2)(A) of this section, within eighteen-months of planting.

(C) A minimum of two five-gallon size shrubs shall be provided for every six feet of distance along street setbacks.

(D) Artificial groundcover or shrubs shall not be allowed except for synthetic turf meeting the standards of Section 21.20.070.

(c) Water Efficient Landscape Provisions.

(1) Beginning February 1, 2016, all planting, irrigation, and landscape-related improvements required by these water efficient landscape provisions shall apply to the following landscape projects:

(A) New landscape projects with an aggregate landscape area equal to or greater than 500 square feet, requiring a building or landscape permit, plan check or design review;

(B) Rehabilitated landscape projects with an aggregate landscaped area equal to or greater than 2,500 square feet, requiring a building or landscape permit, plan check or design review;

(C) New or rehabilitated landscape projects with an aggregate landscape area of 2,500 square feet or less may comply with the performance requirements of Water Efficiency Performance Requirements or conform to the prescriptive measures contained in Appendix A of the Guidelines;

(D) New or rehabilitated projects using treated or untreated graywater or rainwater capture on site, and any lot or parcel within the project that has less than 2,500 square feet of landscape area and meets the lot or parcel's landscape water requirement (Estimated Total Water Use) entirely with the treated or untreated graywater or though stored rainwater capture on site is subject only to Appendix A Section (5) of the Guidelines.

(2) Subsection (c)(5)(B) of this section shall apply to:

(A) All landscaped areas, whether installed prior to or after January 1, 2010; and

(B) All landscaped areas installed after February 1, 2016, to which these water efficient landscape provisions apply as required by subsection (c)(1).

(3) This chapter does not apply to:

(A) Registered local, state, or federal historical sites;

(B) Ecological restoration projects that do not require a permanent irrigation system;

(C) Mined-land reclamation projects that do not require a permanent irrigation system; or

(D) Plant collections, as part of botanical gardens and arboretums open to the public.

(4) Implementation procedures shall be as follows:

(A) Prior to installation, a landscape documentation package shall be submitted to the city for review and approval of all landscape projects subject to the provisions of this chapter. Any landscape documentation package submitted to the city shall comply with the provisions of the Guidelines.

(B) The landscape documentation package shall include a certification by a California-licensed landscape professional stating that the landscape design and water use calculations have been prepared by or under the supervision of the licensed professional and are certified to be in compliance with the provisions of this chapter and the Guidelines.

(i) Landscape and irrigation plans shall be submitted to the city for review and approval with appropriate water use calculations.

(ii) Water use calculations shall be consistent with calculations contained in the Guidelines and shall be provided to the local water purveyor, as appropriate, under procedures determined by the city.

(iii) Verification of compliance of the landscape installation with the approved plans shall be obtained through a certification of completion in conjunction with a certificate of use and occupancy or permit final process, as provided in the Guidelines.

(5) Landscape Water Use Standards.

(A) For applicable landscape installation or rehabilitation projects subject to the Water Efficiency Landscape Provisions as defined in 21.20.050(c)(1), the estimated applied water use allowed for the landscaped area shall not exceed the maximum allowed water allowance calculated using an evapotranspiration adjustment factor of .55 for residential areas and 0.45 for non-residential areas, except for special landscaped areas where the maximum allowed water allowance is calculated using an evapotranspiration adjustment factor of 1.0; or the design of the landscaped area shall otherwise be shown to be equivalently water-efficient in a manner acceptable to the city; as provided in the Guidelines.

(B) Irrigation of all landscaped areas shall be conducted in a manner conforming to the rules and requirements of the local water purveyor, and shall be subject to penalties and incentives for water conservation and water waste prevention as determined and implemented by the local water purveyor or as mutually agreed by local water purveyor and the city.

(6) Delegation. The city may delegate to, or into a contract with, a local agency to implement, administer, and/or enforce any of the provisions of this chapter on behalf of the city.

SECTION 8:

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council declares that it would have passed this ordinance and each and every section, subsection, sentence, clause or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would subsequently be declared invalid or unconstitutional.

SECTION 9:

The City Clerk shall certify to the adoption of this ordinance and cause it to be published as required by law. This ordinance shall become effective thirty (30) days after the date of its adoption.

PASSED AND ADOPTED by the City Council of the City of Fountain Valley at a regular adjourned meeting this 17<sup>th</sup> day of November, 2015.

ATTEST:

\_\_\_\_\_  
Kathy Heard  
Deputy City Clerk

\_\_\_\_\_  
Cheryl Brothers  
Mayor

APPROVED AS TO FORM:



\_\_\_\_\_  
Colin Burns  
Attorney for the City

STATE OF CALIFORNIA )  
COUNTY OF ORANGE ) ss.  
CITY OF \_\_\_\_\_ )

I, \_\_\_\_\_, City Clerk of the City of \_\_\_\_\_, do hereby certify that foregoing Ordinance No. \_\_\_\_\_ was duly and regularly adopted by the City Council of the City of \_\_\_\_\_ at a regular meeting thereof on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_ and that the same was passed and adopted by the following vote, to wit:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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City Clerk

**GUIDELINES**  
**FOR IMPLEMENTATION OF THE**  
**CITY OF FOUNTAIN VALLEY**  
**WATER EFFICIENT LANDSCAPE**  
**PROVISIONS OF FVMC**  
**21.20.050(C)PROVISIONS**  
**FVMC 21.20.050(c)**

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## 1. Purpose and Applicability

### 1.1 Purpose

- (a) The primary purpose of these Guidelines is to provide procedural and design guidance for *project applicants* proposing landscape installation or rehabilitation projects that are subject to the requirements of the *Water Efficient Landscape Provisions of FVMC 21.20.050(c)*. This document is also intended for use and reference by City staff in reviewing and approving designs and verifying compliance with the *Water Efficient Landscape Provisions of FVMC 21.20.050(c)*. The general purpose of the *Water Efficient Landscape Provisions of FVMC 21.20.050(c)* is to promote the design, installation, and maintenance of landscaping in a manner that conserves regional water resources by ensuring that landscaping projects are not unduly water-needy and that irrigation systems are appropriately designed and installed to minimize water waste.
- (b) Other regulations affecting landscape design and maintenance practices are potentially applicable and should be consulted for additional requirements. These regulations include but may not be limited to:
  - (1) State of California Assembly Bill 1881;
  - (2) National Pollutant Discharge Elimination Permit for the Municipal Separate Storm Sewer System;
  - (3) Water Conservation and Drought Response Regulations of the Local Water Purveyor;
  - (4) Regulations of the Local Water Purveyor governing use of Recycled Water;
  - (5) Zoning Code;
  - (6) Building Code;
  - (7) Specific Plans, Master Plans, General Plan, or similar land use and planning documents; and
  - (8) Conditions of approval for a specific project

### 1.2 Applicability

- (a) The Water Efficient Landscape Provisions of FVMC 21.20.050(c) and these Guidelines apply to all of the following landscape projects:
  - (1) new landscape projects with an aggregate landscape area equal to or greater than 500 square feet, requiring a building or landscape permit, plan check or design review;

- (2) rehabilitated landscape projects with an aggregate landscaped area equal to or greater than 2,500 square feet, requiring a building or landscape permit, plan check or design review;
- (3) new or rehabilitated landscape projects with an aggregate landscape area of 2,500 square feet or less may comply with the performance requirements of this Provisions of FVMC 21.20.050(c) or conform to the prescriptive measures contained in Appendix A ;
- (4) new or rehabilitated projects using treated or untreated graywater or rainwater capture on site, and any lot or parcel within the project that has less than 2,500 square feet of landscape area and meets the lot or parcel’s landscape water requirement (Estimated Total Water Use) entirely with the treated or untreated graywater or though stored rainwater capture on site is subject only to Appendix A Section (5).

(1)

(b) Provisions of FVMC 21.20.050(c)The requirements of the Guidelines may be partially or wholly waived, at the discretion of the city or its designee, for landscape rehabilitation projects that are limited to replacement plantings with equal or lower water needs and where the irrigation system is found to be designed, operable and programmed consistent with minimizing water waste in accordance with local water purveyor regulations.

(c) Unless otherwise determined by the *City*, the Water Efficient Landscape Provisions of FVMC 21.20.050(c) and these Guidelines do not apply to:

- (1) registered local, state, or federal historical sites;
- (2) ecological restoration projects that do not require a permanent irrigation system;
- (3) mined-land reclamation projects that do not require a permanent irrigation system; or
- (4) plant collections, as part of botanical gardens and arboretums open to the public.

**2. Submittal Requirements for New Landscape Installations or Landscape Rehabilitation Projects**

(a) Discretionary approval is typically required for landscape projects that are subject to site plan reviews, or where a variance from a local building code is requested, or other procedural processes apply such that standard or special conditions of approval may be required by the City. Discretionary projects with conditions of approval may be approved administratively by city staff, or acted on formally by

the Planning Commission, City Council, or other jurisdictional authority. A typical standard condition of approval reads:

*“Landscaping for the project shall be designed to comply with the City’s Water Efficient Landscape Provisions of FVMC 21.20.050(c) and with the Guidelines for Implementation of the Water Efficient Landscape Provisions of FVMC 21.20.050(c).”*

Landscape or water features that typically require a ministerial permit (i.e., a building, plumbing, electrical, or other similar permit), thereby triggering compliance with the Water Efficient Landscape Provisions of FVMC 21.20.050(c) requirements independently of the need for discretionary approval include, but are not limited to, swimming pools, fountains or ponds, retaining walls, and overhead trellises.

## **2.1 Elements of the Landscape Documentation Package**

- (a)** A *Landscape Documentation Package* is required to be submitted by the *project applicant* for review and approval prior to the issuance of ministerial permits for landscape or water features by the City, and prior to start of construction. Unless otherwise directed by the City, the *Landscape Documentation Package* shall include the following elements either on plan sheets or supplemental pages as directed by the City:
  - (1)** Project Information, including, but not limited to, the following:
    - (a)** date;
    - (b)** project name;
    - (c)** project address, parcel, and/or lot number(s);
    - (d)** total landscaped area (square feet) and rehabilitated landscaped area (if applicable);
    - (e)** project type (e.g., new, rehabilitated, public, private, cemetery, homeowner-installed);
    - (f)** water supply type (e.g., potable, recycled, or well) and identification of the local retail water purveyor if the *project applicant* is not served by a private well;
    - (g)** checklist or index of all documents in the *Landscape Documentation Package*;
    - (h)** project contacts, including contact information for the *project applicant* and *property owner*;

- (i) a *Certification of Design* in accordance with **Exhibit B** of these *Guidelines* that includes a *landscape professional's* professional stamp, as applicable, signature, contact information (including email and telephone number), license number, and date, certifying the statement that “The design of this project complies with the requirements of the City’s *Water Efficient Landscape Provisions of FVMC 21.20.050(c)*” and shall bear the signature of the *landscape professional* as required by law; and
  - (j) any other information the City deems relevant for determining whether the landscape project complies with the *Water Efficient Landscape Provisions of FVMC 21.20.050(c)* and these *Guidelines*.
- (2) *Maximum Applied Water Allowance (MAWA)* and *Estimated Applied Water Use (EAWU)* expressed as annual totals including, but not limited to, the following:
    - (a) a *Water Efficient Landscape Worksheet* (optional at discretion of the City) for the landscape project;
    - (b) *hydrozone* information table (optional at the discretion of the City) for the landscape project; and
    - (c) water budget calculations (optional at the discretion of the City) for the landscape project.
  - (3) A soil management report or specifications, or specification provision requiring soil testing and amendment recommendations and implementation to be accomplished during construction of the landscape project.
  - (4) A landscape design plan for the landscape project.
  - (5) An irrigation design plan for the landscape project.
  - (6) A grading design plan, unless grading information is included in the landscape design plan for the landscape project or unless the landscape project is limited to replacement planting and/or irrigation to rehabilitate an existing landscaped area.

## 2.2 Water Efficient Landscape Calculations and Alternatives

- (a) The *project applicant* shall provide the calculated *Maximum Applied Water Allowance (MAWA)* and *Estimated Applied Water Use (EAWU)* for the *landscaped area* as part of the *Landscape Documentation Package* submittal to the City. The *MAWA* and *EAWU* shall be calculated based on completing the

*Water Efficient Landscape Worksheets* (in accordance with the sample worksheets in **Appendix C**) which contain information on the plant factor, irrigation method, irrigation efficiency and area associated with each hydrozone. Calculations are then made to show that the evapotranspiration adjustment factor (ETAF) for the landscape project does not exceed a factor of 0.55 for residential areas and 0.45 for non-residential areas, exclusive of Special Landscape Areas. The ETAF for a landscape project is based on the plant factors and irrigation methods selected. The Maximum Applied Water Allowance is calculated based on the maximum ETAF allowed (0.55 for residential areas and 0.45 for non-residential areas) and expressed as annual gallons required. The EAWU is calculated based on the plants used and irrigation method selected for the landscape design.

- (b) The *EAWU* allowable for the *landscaped area* shall not exceed the *MAWA*. The *MAWA* shall be calculated using an *evapotranspiration adjustment factor (ETAF)* of 0.55 for residential areas and 0.45 for non-residential areas, except for the portion of the *MAWA* applicable to any *special landscaped areas* within the landscape project, which shall be calculated using an *ETAF* of 1.0. Where the design of the *landscaped area* can otherwise be shown to be equivalently water-efficient, the *project applicant* may submit alternative or abbreviated information supporting the demonstration that the annual *EAWU* is less than the *MAWA*, at the discretion of and for the review and approval of the local agency.
- (c) Water budget calculations shall adhere to the following requirements:
  - (1) The *MAWA* shall be calculated using the *Water Efficient Landscape Worksheets* and equation presented in **Appendix C** on page C-1. The example calculation on page C-1 is a hypothetical example to demonstrate proper use of the equation.
  - (2) The *EAWU* shall be calculated using the *Water Efficient Landscape Worksheets* and equation presented in Appendix C on page C-2. The example calculation on page B-2 is a hypothetical example.
  - (3) For the calculation of the *MAWA* and *EAWU*, a *project applicant* shall use the *ET<sub>o</sub>* values from the closest location listed the Reference Evapotranspiration Table in **Appendix D**. For geographic areas not covered in **Appendix D**, data from other cities located nearby in the same reference evapotranspiration zone may be used, as found in the CIMIS Reference Evapotranspiration Zones Map, Department of Water Resources, 1999.
  - (4) For calculation of the *EAWU*, the *plant water use factor* shall be determined as appropriate to the project location from the *Water Use Efficiency of Landscape Species (WUCOLS)* Species Evaluation List or from horticultural researchers with academic institutions or professional associations as approved by the California Department of water Resources (DWR). The *plant factor* ranges from 0 to 0.1 for very low water use

plants, 0.1 to 0.3 for low water use plants, 0.4 to 0.6 for moderate water use plants, and 0.7 to 1.0 for high water use plants.

- (5) For calculating the *EAWU*, the plant water use factor shall be determined for each valve *hydrozone* based on the highest-water-use plant species within the zone. The *plant factor* for each hydrozone may be required to be further refined as a “landscape coefficient,” according to protocols defined in detail in the *WUCOLS* document, to reflect planting density and microclimate effects on water need at the option of the *project applicant* or the *City*.
- (6) For calculation of the *EAWU*, the area of a water feature shall be defined as a high water use hydrozone with a *plant factor* of 1.0.
- (7) For calculation of the *EAWU*, a temporarily irrigated hydrozone area, such as an area of highly drought-tolerant native plants that are not intended to be irrigated after they are fully established, shall be defined as a very low water use hydrozone with a *plant factor* of 0.1.
- (8) For calculation of the *MAWA*, the *ETAF* for *special landscaped areas* shall be set at 1.0. For calculation of the *EAWU*, the *ETAF* for *special landscaped areas* shall be calculated as the *special landscaped area (SLA) plant factor* divided by the *SLA irrigation efficiency factor*.
- (9) *Irrigation efficiency* shall be calculated using the worksheet and equation presented in **Appendix C** on page C-2.
- (d) The *Maximum Applied Water Allowance* shall adhere to the following requirements:
  - (1) The *Maximum Applied Water Allowance* shall be calculated using the equation presented in **Appendix C**. The example calculation in **Appendix C** is hypothetical to demonstrate proper use of the equation and does not represent an existing and/or planned landscape project. The *reference evapotranspiration (ET<sub>o</sub>)* values used in this calculation are from the *Reference Evapotranspiration Table* in **Appendix D** and are for planning purposes only. For actual irrigation scheduling, automatic irrigation controllers are required and shall use current *ET<sub>o</sub>* data, such as from the California Irrigation Management Information System (CIMIS), other equivalent data, or soil moisture sensor data.

### 2.3 Soil Management Report

- (a) In order to reduce *runoff* and encourage healthy plant growth, a soil management report shall be completed by the *project applicant*, or his/her designee, as follows:

- (1) Submit soil samples to a certified agronomic soils laboratory for analysis and recommendations.
  - (a) Soil sampling shall be conducted in accordance with laboratory protocol, including protocols regarding adequate sampling depth for the intended plants.
  - (b) The soil analysis may include, but is not limited to:
    1. soil texture;
    2. infiltration rate determined by laboratory test or soil texture infiltration rate table;
    3. pH;
    4. total soluble salts;
    5. sodium;
    6. percent organic matter; and
    7. recommendations.
- (2) (c) In projects with multiple landscape installations (i.e. production home developments that are installing landscaping) a soil sampling rate of 1 in 7 lots or approximately 15% will satisfy this requirement; evenly disbursed throughout the development. Large landscape projects shall sample at a rate equivalent to 1 in 7 lots or approximately 15% landscaped area. The *project applicant*, or his/her designee, shall comply with one of the following:
  - (a) If significant mass grading is not planned, the soil analysis report shall be submitted to the city as part of the Landscape Documentation Package; or
  - (b) If significant mass grading is planned, the soil analysis report shall be submitted to the *City* as part of the *Certification of Completion*.
  - (c) The soil analysis report shall be made available, in a timely manner, to the professionals preparing the landscape design plans and irrigation design plans in order to make any necessary adjustments to the design plans.
  - (d) The *project applicant*, or his/her designee, shall submit documentation verifying implementation of soil analysis report recommendations to the local agency with the Certification of Completion.

## 2.4 Landscape Design Plan

- (a) For the efficient use of water, a landscape shall be carefully designed and planned for the intended function of the project. The following design criteria shall be submitted as part of the *Landscape Documentation Package*.

(1) Plant Material

- (a) Any plant may be selected for the *landscaped area* provided the *EAWU* in the *landscaped area* does not exceed the *MAWA*. Methods to achieve water efficiency shall include one or more of the following:
1. protection and preservation of non-invasive *water-conserving plant, tree and turf species*;
  2. selection of *water-conserving plant, tree and turf species*;
  3. selection of plants based on local climate suitability, disease and pest resistance;
  4. selection of trees based on applicable City and local tree Provisions of FVMC 21.20.050(c)s or tree shading guidelines, and size at maturity as appropriate for the planting area; and
  5. selection of plants from local and regional landscape program plant lists.
  6. selection of plants from local Fuel Modification Plan Guidelines.
- (b) Each *hydrozone* shall have plant materials with similar water use; with the exception of *hydrozones* with plants of mixed water use, as specified in Section 2.5(a)(2)(D) of these *Guidelines*.
- (c) Plants shall be selected and planted appropriately based upon their adaptability to the climatic, geologic, and topographical conditions of the project site. Methods to achieve water efficiency shall include one or more of the following:
- (1) use the Sunset Western Climate Zone System which takes into account temperature, humidity, elevation, terrain, latitude, and varying degrees of continental and marine influence on local climate;
  - (2) recognize the horticultural attributes of plants (i.e., mature plant size, invasive surface roots) to minimize damage to property or infrastructure (e.g., buildings, sidewalks, and power lines); allow for adequate soil volume for healthy root growth and

- (3) consider the solar orientation for plant placement to maximize summer shade and winter solar gain.
- (d) *Turf* is discouraged on slopes greater than 25% where the toe of the slope is adjacent to an impermeable hardscape and where 25% means 1 foot of vertical elevation change for every 4 feet of horizontal length (rise divided by run x 100 = slope percent).
- (e) High water use plants, characterized by a plant factor of 0.7 to 1.0, are prohibited in street medians.
- (f)
- (g) The use of *invasive plant species* *plant species*, such as those listed by the *California Invasive Plant Council*, is strongly discouraged.
- (h) The architectural guidelines of a *common interest development*, which include community apartment projects, condominiums, planned developments, and stock cooperatives, shall not prohibit or include conditions that have the effect of prohibiting the use of *water efficient plant species* as a group.

(1) Water Features

- (a) Recirculating water systems shall be used for water features.
- (b) Where available and consistent with public health guidelines, recycled water shall be used as a source for decorative water features.
- (c) The surface area of a water feature shall be included in the high water use *hydrozone* area of the water budget calculation.
- (d) Pool and spa covers are highly recommended.

(2) *Soil Preparation, Mulch and Amendments*

- (a) Prior to planting of any materials, compacted soils shall be transformed to a friable condition. On engineered slopes, only amended planting holes need to meet this requirement.
- (b) Soil amendments shall be incorporated according to the recommendations of the soil report and what is appropriate for plants selected.
- (c) For landscape installations, compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six inches into the soil. Soils with

greater than 6% organic matter in the top 6 inches of soil are exempt from adding compost and tilling.

- (d) A minimum three inch (3") layer of *mulch* shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where *mulch* is contraindicated. To provide habitat for beneficial insects and other wildlife, up to 5% of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.
  - (e) Stabilizing mulching products shall be used on slopes that meet current engineering standards.
  - (f) The mulching portion of the seed/*mulch* slurry in hydro-seeded applications shall meet the mulching requirement.
  - (g) Organic mulch materials made from recycled or post-consumer products shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local fuel Modification Plan Guidelines or other applicable local Provisions of FVMC 21.20.050(c)s.
- (i) The landscape design plan, at a minimum, shall:
- (1) delineate and label each *hydrozone* by number, letter, or other method;
  - (2) identify each *hydrozone* as low, moderate, high water, or mixed water use. Temporarily irrigated areas of the *landscaped area* shall be included in the low water use *hydrozone* for the water budget calculation;
  - (3) identify recreational areas;
  - (4) identify areas permanently and solely dedicated to edible plants;
  - (5) identify areas irrigated with recycled water;
  - (6) identify type of *mulch* and application depth;
  - (7) identify soil amendments, type, and quantity;
  - (8) identify type and surface area of water features;
  - (9) identify *hardscapes* (*pervious* and *non-pervious*);
  - (10) identify location and installation details, and 24-hour retention or infiltration capacity of any applicable storm water best management

practices that encourage on-site retention and infiltration of storm water. Project applicants shall refer to the local agency or regional Water Quality Control Board for information on any applicable stormwater technical requirements. Storm water best management practices are encouraged in the landscape design plan and examples are provided in section:

- (11) identify any applicable rain harvesting or catchment technologies (e.g., rain gardens, cisterns, etc.);
- (12) contain the following statement: “I have complied with the criteria of the *Water Efficient Landscape Provisions of FVMC 21.20.050(c)* and applied them for the efficient use of water in the landscape design plan;” and
- (13) bear the signature of a California-licensed *landscape professional*.

## **2.5 Irrigation Design Plan**

- (a) This section applies to landscaped areas requiring permanent irrigation, not areas that require temporary irrigation solely for the plant establishment period. For the efficient use of water, an irrigation system shall meet all the requirements listed in this section and the manufacturer’s recommendations. The irrigation system and its related components shall be planned and designed to allow for proper installation, management, and maintenance. An irrigation design plan meeting the following design criteria shall be submitted as part of the *Landscape Documentation Package*.

### **(1) System**

- (a) Landscape water meters, defined as either a dedicated water service meter or private sub meter, shall be installed for all non-residential irrigated landscapes of 1,000 sq. ft. but not more than 5,000 sq. ft. (the level at which Water Code 535 applies) and residential irrigated landscapes of 5,000 sq. ft. or greater. A landscape water meter may be either:

1. A customer service meter dedicated to landscape use provided by the local water purveyor; or

2. A privately owned meter or sub meter.

- (b) Automatic irrigation controllers utilizing either evapotranspiration or soil moisture sensor data with non-volatile memory shall be required for irrigation scheduling in all irrigation systems, recommending U.S. EPA WaterSense labeled devices as applicable.

- (c) If the water pressure is below or exceeds the recommended pressure of the specified irrigation devices, the installation of a

pressure regulating device is required to ensure that the dynamic pressure at each emission device is within the manufacturer's recommended pressure range for optimal performance.

1. If the static pressure is above or below the required dynamic pressure of the irrigation system, pressure-regulating devices such as inline pressure regulators, booster pumps, or other devices shall be installed to meet the required dynamic pressure of the irrigation system.
  2. *Static water pressure*, dynamic or *operating pressure*, and flow reading of the water supply shall be measured at the point of connection. These pressure and flow measurements shall be conducted at the design stage. If the measurements are not available at the design stage, the measurements shall be conducted at installation.
- (d) *Sensors* (rain, freeze, wind, etc.), either integral or auxiliary, that suspend or alter irrigation operation during unfavorable weather conditions shall be required on all irrigation systems, as appropriate for local climatic conditions. Irrigation should be avoided during windy or freezing weather or during rain.
  - (e) *Backflow prevention devices* shall be required to protect the water supply from contamination by the irrigation system. A *project applicant* shall refer to the applicable City code (i.e., public health) for additional backflow prevention requirements.
  - (f) A *master shutoff valve* shall be as close as possible to the point of connection and is required on all projects; with the exception for landscapes that make use of technologies that allow for the individual control of sprinklers that are individually pressurized in a system equipped with low pressure shut down features.
  - (g) *Flow sensors* that detect high flow conditions created by system damage or malfunction are required for all non-residential landscapes and residential landscapes of 5,000 sq. ft. or larger. The flow sensor must be in combination with a master shut-off valve.
  - (h) *Manual isolation valves* (such as a *gate valve*, *ball valve*, or *butterfly valve*) shall be required downstream of the point of connection of the water supply to minimize water loss in case of an emergency (such as a *main line* break) or routine repair.
  - (i) The irrigation system shall be designed to prevent *runoff*, low head drainage, *overspray*, or other similar conditions where irrigation water flows onto non-targeted areas, such as adjacent property, non-irrigated areas, *hardscapes*, roadways, or structures.

- (j) Relevant information from the soil management plan, such as soil type and *infiltration rate*, shall be utilized when designing irrigation systems.
- (k) The design of the irrigation system shall conform to the hydrozones of the landscape design plan.
- (l) All irrigation emission devices must meet the requirements set in the American National Standards Institute (ANSI) standard, American Society of Agricultural and Biological Engineers’/International Code Council’s (ASABE/ICC) 802-2014 “Landscape Irrigation Sprinkler and Emitter Standard, All Sprinkler heads installed in the landscape must document a distribution uniformity low quarter of 0.65 or higher using the protocol defined in ASBE/ICC 802-2014.
- (m) Average irrigation efficiency for the project shall be determined in accordance with the EAWU calculation sheet in **Appendix C**. Unless otherwise indicated by the irrigation equipment manufacturer’s specifications or demonstrated by the *project applicant*, the *irrigation efficiency* of the irrigation heads used within each hydrozone shall be assumed to be:

Irrigation Method	DU <sub>LQ</sub>	DU <sub>LH</sub> <sup>*</sup>	EU	IE <sup>**</sup>
Spray nozzles	65%	79%		71%
High efficiency spray nozzles	75%	85%		76%
Multi stream/Multi trajectory rotary (MSMT) nozzles	75%	85%		76%
Stream rotor nozzle	75%	85%		76%
Microspray	75%	85%		76%
Bubblers			85%	77%
Drip emitter			90%	81%
Subsurface drip			90%	81%

\*DU<sub>LH</sub> = .386 + (.614)(DU<sub>LQ</sub>)

\*\* IE (spray) = (DU<sub>LH</sub>)(IME)

\*\* IE (drip) = Emission uniformity (EU)(IME)

- (n) It is highly recommended that the *project applicant* or local agency inquire with the local water purveyor about peak water operating demands (on the water supply system) or water restrictions that may impact the effectiveness of the irrigation system.
- (o) In *mulched* planting areas, the use of *low volume irrigation* is required to maximize water infiltration into the root zone. *Sprinkler heads* and other emission devices shall have matched *precipitation rates*, unless otherwise directed by the manufacturer’s recommendations.

- (p) Head to head coverage is recommended. However, sprinkler spacing shall be designed to achieve the highest possible *distribution uniformity* using the manufacturer's recommendations.
- (q) *Swing joint* components are required on all sprinklers subject to damage that are adjacent to hardscapes or in high traffic areas of turfgrass.
- (r) *Check valves* or *anti-drain valves* are required on all sprinkler heads where low point drainage could occur.
- (s) Areas less than ten (10) feet in width in any direction shall be irrigated with subsurface irrigation or other means that produces no runoff or overspray.
- (t) *Overhead* irrigation shall not be permitted within 24 inches of any non-permeable surface. Allowable irrigation within the setback from non-permeable surfaces may include drip, drip line, or other low flow non-spray technology. The setback area may be planted or unplanted. The surfacing of the setback may be *mulch*, gravel, or other porous material. These restrictions may be modified if:
  1. the *landscaped area* is adjacent to permeable surfacing and no *runoff* occurs; or
  2. the adjacent non-permeable surfaces are designed and constructed to drain entirely to landscaping; or
  3. the irrigation designer for the landscape project specifies an alternative design or technology, as part of the *Landscape Documentation Package*, and clearly demonstrates strict adherence to the irrigation system design criteria in Section 2.5 (a)(1)(H) hereof. Prevention of overspray and runoff must be confirmed during an irrigation audit.
  4. Slopes greater than 25% shall not be irrigated with an irrigation system with a *application rate* exceeding 0.75 inches per hour. This restriction may be modified if the landscape designer of the landscape project specifies an alternative design or technology, as part of the *Landscape Documentation Package*, and clearly demonstrates no *runoff* or erosion will occur. Prevention of *runoff* and erosion must be confirmed during the *irrigation audit*.

(2) **Hydrozone**

- (a) Each *valve* shall irrigate a *hydrozone* with similar site, slope, sun exposure, soil conditions, and plant materials with similar water use.
- (b) *Sprinkler heads* and other emission devices shall be selected based on what is appropriate for the plant type within that *hydrozone*.
- (c) Where feasible, trees shall be placed on separate valves from shrubs, groundcovers, and *turf to facilitate the appropriate irrigation of trees. The mature size and extent of the root zone shall be considered when designing irrigation for the tree.*
- (d) Individual *hydrozones* that mix plants of moderate and low water use or moderate and high water use may be allowed if:
  - 1. the *plant factor* calculation is based on the proportions of the respective plant water uses and their respective *plant factors*;  
or
  - 2. the *plant factor* of the higher water using plant is used for the calculations.
- (e) Individual *hydrozones* that mix high and low water use plants shall not be permitted.
- (f) On the landscape design plan and irrigation design plan, *hydrozone* areas shall be designated by number, letter, or other designation. On the irrigation design plan, designate the areas irrigated by each *valve* and assign a number to each *valve*.
- (g) The irrigation design plan, at a minimum, shall contain:
  - 1. the location and size of separate water meters for landscape;
  - 2. the location, type, and size of all components of the irrigation system, including controllers, main and *lateral lines*, *valves*, *sprinkler heads*, *moisture sensing devices*, rain switches, quick couplers, pressure regulators, and *backflow prevention devices*;
  - 3. *static water pressure* at the point of connection to the public water supply;
  - 4. *flow rate* (gallons per minute), application rate (inches per hour), and design *operating pressure* (pressure per square inch) for each *station*;
  - 5. irrigation schedule parameters necessary to program smart timers specified in the landscape design;

6. the following statement: “I have complied with the criteria of the *Water Efficient Landscape Provisions of FVMC 21.20.050(c)* and applied them accordingly for the efficient use of water in the irrigation design plan;” and
7. the signature of a California-licensed *landscape professional*.

## 2.6 Grading Design Plan

- (a) For the efficient use of water, grading of a landscape project site shall be designed to minimize soil erosion, *runoff*, and water waste. Finished grading configuration of the *landscaped area*, including pads, slopes, drainage, post-construction erosion control, and storm water control Best Management Practices, as applicable, shall be shown on the Landscape Plan unless this information is fully included in separate Grading Plans for the project, or unless the project is limited to replacement planting and/or irrigation to rehabilitate an existing *landscaped area*.
- (b) The *project applicant* shall submit a landscape grading plan that indicates finished configurations and elevations of the *landscaped area* including:
  - (1) height of graded slopes;
  - (2) drainage patterns;
  - (3) pad elevations;
  - (4) finish grade; and
  - (5) storm water retention improvements, if applicable.
- (c) To prevent excessive erosion and *runoff*, it is highly recommended that the *project applicant*:
  - (1) grade so that all irrigation and normal rainfall remains within property lines and does not drain on to non-permeable *hardscapes*;
  - (2) avoid disruption of natural drainage patterns and undisturbed soil; and
  - (3) avoid soil compaction in *landscaped areas*.
- (d) The Grading Design Plan shall contain the following statement: “I have complied with the criteria of the Provisions of FVMC 21.20.050(c) and applied them accordingly for the efficient use of water in the grading design plan” and shall bear the signature of the *landscape professional*, as required by law.

## 2.7 Certification of Completion

- (a) Landscape project installation shall not proceed until the *Landscape Documentation Package* has been approved by the City and any ministerial permits required are issued.
- (b) The *project applicant* shall notify the City at the beginning of the installation work and at intervals, as necessary, for the duration of the landscape project work to schedule all required inspections.
- (c) *Certification of Completion* of the landscape project shall be obtained through a Certificate of Use and Occupancy or a *Permit Final*. The requirements for the Final Inspection and *Permit Closure* include submittal of:
  - (1) A *Landscape Installation Certificate of Completion* in the form included as **Appendix E** of these *Guidelines*, which shall include: (i) certification by a *landscape professional* that the *landscape project* has been installed per the approved *Landscape Documentation Package*; and (ii) the following statement: “The landscaping has been installed in substantial conformance to the design plans, and complies with the provisions of the *Water Efficient Landscape Provisions of FVMC 21.20.050(c)* for the efficient use of water in the landscape.”
    - a. where there have been significant changes (as deemed by the city) made in the field during construction, these “as-built” or record drawings shall be included with the certificate*
    - b. a diagram of the irrigation plan showing hydrozones shall be kept with the irrigation controller for subsequent management purposes.*
  - (2) Documentation of the irrigation scheduling parameters used to set the *controller(s)*;
  - (3) An irrigation audit report from a certified irrigation auditor, documentation of enrollment in regional or local water purveyor’s water conservation programs, and/or documentation that the MAWA and EAWU information for the *landscape project* has been submitted to the local water purveyor, may be required at the option of the City.

## 2.8 Post-Installation Irrigation Scheduling

- (a) For the efficient use of water, all irrigation schedules shall be developed, managed, and evaluated to utilize the minimum amount of water required to maintain plant health. Irrigation schedules shall meet the following criteria:
  - (1) Irrigation scheduling shall be regulated by automatic irrigation controllers.

- (2) *Overhead* irrigation shall be scheduled in accordance with the local water purveyor's Water Conservation Provisions of FVMC 21.20.050(c). Operation of the irrigation system outside the normal *watering window* is allowed for auditing and system maintenance.

### **2.9 Post-Installation Landscape and Irrigation Maintenance**

- (a) Landscapes shall be maintained to ensure water use efficiency in accordance with FVMC 21.20 Landscaping

### **3. Provisions for Existing Landscapes**

- (a) Irrigation of all *landscaped areas* shall be conducted in a manner conforming to the rules and requirements and shall be subject to penalties and incentives for water conservation and water waste prevention, as determined and implemented by the *local water purveyor* and as may be mutually agreed by the *City*.
- (b) The City and/or the regional or *local water purveyor* may administer programs such as irrigation water use analyses, irrigation surveys and/or irrigation audits, tiered water rate structures, water budgeting by parcel, or other approaches to achieve landscape water use efficiency community-wide to a level equivalent to or less than would be achieved by applying a *MAWA* calculated with an *ETAF* of 0.8 to all *landscaped areas* in the *City* over one acre in size.
- (c) The architectural guidelines of a *common interest development*, including apartments, condominiums, planned developments, and stock cooperatives, shall not prohibit or include conditions that have the effect of prohibiting the use of low-water use plants as a group.

**Prescriptive Compliance Option**

- (a) This appendix contains prescriptive requirements which may be used as a compliance option to the Provisions of FVMC 21.20.050(c).
- (b) Compliance with the following items is mandatory and must be documented in a landscape plan in order to use the prescriptive compliance option:
  - (1) Submit a Landscape Documentation Package which includes the following elements:
    - (A) Date
    - (B) Project applicant
    - (C) Project address (if available, parcel and/or lot number (s))
    - (D) Total landscape area (square feet), including a breakdown of turf and plant material
    - (E) Project type (e.g., new, rehabilitated, public, private, cemetery, homeowner-installed)
    - (F) Water supply type (e.g., potable, recycled, well)
    - (G) Contact information for the project applicant and property owner
    - (H) Applicant signature and date with statement, "I agree to comply with the requirements of the prescriptive compliance option to the Model Water Efficiency Landscape Provisions of FVMC 21.20.050(c)."
  - (2) Incorporate compost at a rate of at least four cubic yards per 1,000 square feet to a depth of six inches into landscaped area (unless contra-indicated by a soil test);
  - (3) Plant material shall comply with all of the following:
    - (A) For residential areas, install climate adapted plants that require occasional, little or no summer water (average WUCOLS plan factor 0.3) for 75% of the plant area excluding edibles and areas using recycled water; For non-residential areas, install climate adapted plants that require occasional, little or no summer water (average WUCOLS plan factor 0.3) for 100% of the plant area excluding edibles and areas using recycled water;
    - (B) A minimum three inch (3") layer of mulch shall be applied on all exposed soil

surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated.

(4) Turf Shall comply with all of the following:

(A) Turf shall not exceed 25% of the landscaped area in residential areas, and there shall be no turf in non-residential areas

(B) Turf shall not be planted on sloped areas which exceed a slope of 1 foot vertical elevation change for every 4 feet of horizontal length;

(C) Turf is prohibited in parkways less than 10 feet wide, unless the parkway is adjacent to a parking strip and used to enter and exit vehicles. Any turf in parkways must be irrigated by sub-surface irrigation or by other technology that creates no overspray or runoff.

(5) Irrigation systems shall comply with the following:

(A) Automatic irrigation controllers are required and must use evapotranspiration or soil moisture sensor data

(B) Irrigation controllers shall be of a type which does not lose programming data in the event the primary power source is interrupted.

(C) Pressure regulators shall be installed on the irrigation system to ensure the dynamic pressure of the system is within the manufacturers recommended pressure range.

(D) Manual shut-off valves (such as a gate valve, ball valve, or butterfly valve) shall be installed as close as possible to the point of connection of the water supply.

(E) All irrigation emission devices must meet the requirements set in the ANSI standard, ASABE/ICC802-2014. "Landscape irrigation Sprinkler and Emitter Standard." All Sprinkler heads installed in the landscape must document a distribution uniformity low quarter of 0.65 or higher using the protocol defined in ASABE/ICC 802-2014.

(c) At the time of final inspection, the permit applicant must provide the owner of the property with a certificate of completion, certificate of installation, irrigation schedule and a schedule of landscape and irrigation maintenance.



**CERTIFICATION OF LANDSCAPE DESIGN**

I hereby certify that:

(1) I am a professional appropriately licensed in the State of California to provide professional landscape design services.

(2) The landscape design and water use calculations for the property located at \_\_\_\_\_  
\_\_\_\_\_ (provide street address or parcel number(s)) were prepared by me or under my supervision.

(3) The landscape design and water use calculations for the identified property comply with the requirements of the City of Fountain Valley Water Efficient Landscape Provisions of FVMC 21.20.050(c) and the City of City of Fountain Valley Guidelines for Implementation of the City of Fountain Valley Water Efficient Landscape Provisions of FVMC 21.20.050(c).

(4) The information I have provided in this Certificate of Landscape Design is true and correct and is hereby submitted in compliance with the City of Fountain Valley Guidelines for Implementation of the City of Fountain Valley Water Efficient Landscape Provisions of FVMC 21.20.050(c).

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

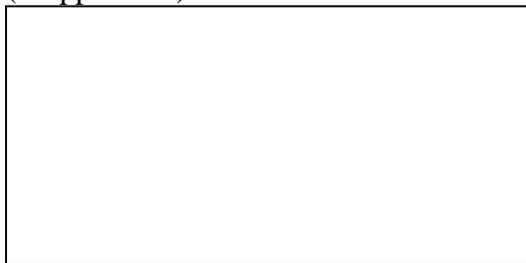
\_\_\_\_\_  
License Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
E-mail Address

Landscape Design Professional's Stamp  
(If applicable)



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## Appendix C

### WATER EFFICIENT LANDSCAPE WORKSHEET

This worksheet is filled out by the project applicant and it is a required element of the Landscape Documentation Package.

#### Reference Evapotranspiration (ET<sub>o</sub>)

Hydrozone # /Planting Description <sup>a</sup>	Plant Factor (PF)	Irrigation Method <sup>b</sup>	Irrigation Efficiency (IE) <sup>c</sup>	ETAF (PF/IE)	Landscape Area (sq. ft.)	ETAF x Area	Estimated Total Water Use (ETWU) <sup>e</sup>
<b>Regular Landscape Areas</b>							
				Totals	(A)	(B)	
<b>Special Landscape Areas</b>							
				1			
				1			
				1			
				Totals	(C)	(D)	
						<b>ETWU Total</b>	
						<b>Maximum Allowed Water Allowance (MAWA)<sup>e</sup></b>	

<sup>a</sup>**Hydrozone #/Planting Description**  
*E.g*  
 1.) front lawn  
 2.) low water use plantings  
 3.) medium water use planting

<sup>b</sup>**Irrigation Method**  
*overhead spray  
 or drip*

<sup>c</sup>**Irrigation Efficiency**  
*0.75 for spray head  
 0.81 for drip*

<sup>d</sup>**ETWU (Annual Gallons Required) =  $E_{to} \times 0.62 \times ETAF \times Area$**   
 where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year.

<sup>e</sup>**MAWA (Annual Gallons Allowed) =  $(E_{to}) (0.62) [(ETAF \times LA) + ((1-ETAF) \times SLA)]$**   
 where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year, LA is the total landscape area in square feet, SLA is the total special landscape area in square feet, and ETAF is .55 for residential areas and 0.45 for non-residential areas.

#### ETAF Calculations

##### Regular Landscape Areas

Total ETAF x Area	(B)
Total Area	(A)
<b>Average ETAF</b>	<b>B ÷ A</b>

**Average ETAF for Regular Landscape Areas must be 0.55 or below for residential areas, and 0.45 or below for non-residential areas.**

##### All Landscape Areas

Total ETAF x Area	(B+D)
Total Area	(A+C)
<b>Sitewide ETAF</b>	<b>(B+D) ÷ (A+C)</b>



Reference Evapotranspiration (ETo) Table

<b>Appendix C - Reference Evapotranspiration (ETo) Table*</b>													
<b>County and City</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Annual ETo</b>
<b>Orange</b>													
Irvine	2.2	2.5	3.7	4.7	5.2	5.9	6.3	6.2	4.6	3.7	2.6	2.3	49.6
Laguna Beach	2.2	2.7	3.4	3.8	4.6	4.6	4.9	4.9	4.4	3.4	2.4	2.0	43.2
Santa Ana	2.2	2.7	3.7	4.5	4.6	5.4	6.2	6.1	4.7	3.7	2.5	2.0	48.2
* The values in this table were derived from:1) California Irrigation Management Information System (CIMIS) 2) Reference													
EvapoTranspiration Zones Map, UC Dept. of Land, Air & Water Resources and California Dept of Water Resources 1999,													
3) Reference Evapotranspiration for California, University of California, Department of Agriculture and Natural Resources													
(1987) Bulletin 1922 4) Determining Daily Reference Evapotranspiration, Cooperative Extension UC Division of													
Agriculture and Natural Resources (1987), Publication Leaflet 21426													

**Appendix E**

**LANDSCAPE INSTALLATION CERTIFICATE OF COMPLETION**

I hereby certify that:

(1) I am a professional appropriately licensed in the State of California to provide professional landscape design services for: \_\_\_\_\_ (project name, mailing address and telephone).

(2) The landscape project for the property located at \_\_\_\_\_ (provide street address or parcel number(s)) was installed by me or under my supervision.

(3) The landscaping for the identified property has been installed in substantial conformance with the approved Landscape Documentation Package and complies with the requirements of the City of Fountain Valley Water Efficient Landscape Provisions of FVMC 21.20.050(c) and the City of Fountain Valley Guidelines for Implementation of the City of Fountain Valley Water Efficient Landscape Provisions of FVMC 21.20.050(c) for the efficient use of water in the landscape.

(4) The following elements are attached hereto:

a. irrigation scheduling parameters used to set the controller;

b. landscape and irrigation maintenance schedule;

c. irrigation audit report; and

d. soil analysis report, if not submitted with Landscape Documentation Package, and documentation verifying implementation of the soil report recommendations.

(5) The information I have provided in this Landscape Installation Certificate of Completion is true and correct and is hereby submitted in compliance with the City of Fountain Valley Guidelines for Implementation of the City of Fountain Valley Water Efficient Landscape Provisions of FVMC 21.20.050(c).

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
License Number

\_\_\_\_\_  
Address

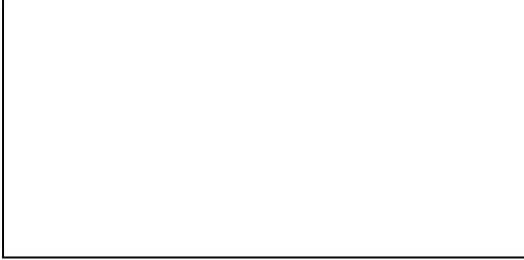
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Telephone

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E-mail Address

Landscape Design Professional's Stamp  
(If Appropriate)



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### Definitions

The terms used in these *Guidelines* have the meaning set forth below:

“*Backflow prevention device*” means a safety device used to prevent pollution or contamination of the water supply due to the reverse flow of water from the irrigation system.

“*Conversion factor*” means the number that converts acre-inches per acre per year to gallons per square foot per year.

“*Check valve*” or “*anti-drain valve*” means a valve located under a *sprinkler head*, or other location in the irrigation system, to hold water in the system to prevent drainage from *sprinkler heads* when the sprinkler is off.

“*Certified Landscape Irrigation Auditor*” means a person certified to perform landscape irrigation audits by an accredited academic institution, a professional trade organization or other program such as the US Environmental Protection Agency’s WaterSense irrigation auditor certification program and Irrigation Association’s Certified Landscape Irrigation Auditor program.

“*Certification of Design*” means the certification included as Exhibit E of these Guidelines that must be included in the *Landscape Documentation Package* pursuant to Section 2.1 of these Guidelines.

“*City*” means the City of Fountain Valley or its authorized designee.

“*Common interest developments*” means community apartment projects, condominium projects, planned developments, and stock cooperatives per Civil Code Section 1351

“*Distribution Uniformity*” or “*DU*” is a measure of how uniformly an irrigation head applies water to a specific target area and theoretically ranges from zero to 100 percent.

“*Drip irrigation*” means any non-spray *low volume irrigation* system utilizing emission devices with a *flow rate* measured in gallons per hour. *Low volume irrigation* systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

“*Emitter*” means a *drip irrigation* emission device that delivers water slowly from the system to the soil.

“*Estimated Applied Water Use*” or “*EAWU*” means the annual total amount of water estimated to keep plants in a healthy state. It is based on factors such as reference *evapotranspiration rate*, the size of the *landscaped area*, *plant water use factors*, and the *irrigation efficiency* within each hydrozone.

“Evapotranspiration (ET) adjustment factor” or “ETAF” is equal to the plant factor divided by the irrigation efficiency factor for a landscape project, as described in the Guidelines. The ETAF

is calculated in the context of local reference evapotranspiration, using site-specific plant factors and irrigation efficiency factors that influence the amount of water that needs to be applied to the specific landscaped area. The evapotranspiration adjustment factor (ETAF) for the landscape project shall not exceed a factor of 0.55 for residential areas and 0.45 for non-residential areas, exclusive of Special Landscape Areas. The ETAF for a Special Landscape Area shall not exceed 1.0. ETAF for existing non-rehabilitated landscapes is 0.8.

ETAF for existing non-rehabilitated landscapes is 0.8.

“*Evapotranspiration rate*” means the quantity of water evaporated from adjacent soil and other surfaces and transpired by plants during a specified time.

“*Flow rate*” means the rate at which water flows through pipes, *valves* and emission devices, measured in gallons per minute, gallons per hour, or cubic feet per second.

“*Hardscapes*” means any durable material or feature (*pervious* and *non-pervious*) installed in or around a *landscaped area*, such as pavements or walls. Pools and other water features are considered part of the *landscaped area* and not considered *hardscapes* for purposes of these Guidelines.

“*Hydrozone*” means a portion of the *landscaped area* having plants with similar water needs and typically irrigated by one *valve/controller* station. A *hydrozone* may be irrigated or non-irrigated.

“*Infiltration rate*” means the rate of water entry into the soil expressed as a depth of water per unit of time (e.g., inches per hour).

“*Invasive plants species*” or “*noxious*” means species of plants not historically found in California that spread outside cultivated areas and can damage environmental or economic resources. *Invasive plant species* may be regulated by county agricultural agencies as *noxious species*.

“*Irrigation audit*” means an in-depth evaluation of the performance of an irrigation system conducted by a *Certified Landscape Irrigation Auditor*. An *irrigation audit* includes, but is not limited to: inspection, system tune-up, system test with *distribution uniformity* or emission uniformity, reporting *overspray* or *runoff* that causes overland flow, and preparation of an irrigation schedule.

“*Irrigation Management Efficiency*” or “*IME*” means the measurement used to calculate the *irrigation efficiency* of the irrigation system for a landscaped project. A 90% IME can be achieved by using evapotranspiration controllers, soil moisture sensors, and other methods that will adjust irrigation run times to meet plant water needs.

“*Irrigation efficiency*” or “*IE*” means the measurement of the amount of water beneficially used divided by the amount of water applied to a *landscaped area*. *Irrigation efficiency* is derived from measurements and estimates of irrigation system characteristics and management practices. The minimum average *irrigation efficiency* for purposes of these *Guidelines* is 0.71. Greater

irrigation efficiency can be expected from well designed and maintained systems. The following irrigation efficiency may be obtained for the listed irrigation heads with an IME of 90%:

Irrigation Method	DU <sub>LQ</sub>	DU <sub>LH</sub> <sup>*</sup>	EU	IE <sup>**</sup>
Spray nozzles	65%	79%		71%
High efficiency spray nozzles	75%	85%		76%
Multi stream/Multi trajectory rotary (MSMT) nozzles	75%	85%		76%
Stream rotor nozzle	75%	85%		76%
Microspray	75%	85%		76%
Bubblers			85%	77%
Drip emitter			90%	81%
Subsurface drip			90%	81%

$$*DU_{LH} = .386 + (.614)(DU_{LQ})$$

$$** IE (\text{spray}) = (DU_{LH})(IME)$$

$$** IE (\text{drip}) = \text{Emission uniformity (EU)}(IME)$$

“Landscape coefficient” ( $K_L$ ) is the product of a *plant factor* multiplied by a density factor and a *microclimate factor*. The *landscape coefficient* is derived to estimate water loss from irrigated *landscaped areas* and *special landscaped areas*.

“Landscape Documentation Package” means the package of documents that a *project applicant* is required to submit to the *City* pursuant to Section 2.1 of these Guidelines.

“Landscape Installation Certificate of Completion” means the certificate included as Exhibit F of these *Guidelines* that must be submitted to the *City* pursuant to Section 2.7(a)(1) of hereof.

“Landscape professional” means a licensed *landscape architect*, licensed landscape contractor, or any other *person* authorized to design a landscape pursuant to Sections 5500.1, 5615, 5641, 5641.1, 5641.2, 5641.3, 5641.4, 5641.5, 5641.6, 6701, 7027.5 of the California Business and Professions Code, Section 832.27 of Title 16 of the California Code of Regulations, and Section 6721 of the California Food and Agriculture Code.

“Landscaped area” means all the planting areas, *turf* areas, and *water features* in a landscape design plan subject to the *Maximum Applied Water Allowance* and *Estimated Applied Water Use* calculations. The *landscaped area* does not include footprints of buildings or structures, sidewalks, driveways, parking lots, decks, patios, gravel or stone walks, other *pervious* or *non-pervious hardscapes*, and other non-irrigated areas designated for non-development (e.g., open spaces and existing native vegetation).

“Lateral line” means the water delivery pipeline that supplies water to the *emitters* or sprinklers from the *valve*.

“Low volume irrigation” means the application of irrigation water at low pressure through a system of tubing or *lateral lines* and low-volume *emitters* such as drip, drip lines, and bubblers.

*Low volume irrigation* systems are specifically designed to apply small volumes of water slowly at or near the root zone of plants.

**“Low volume overhead irrigation” means aboveground irrigation heads with an upper flow limit of 0.5 GPM.**

“*Main line*” means the pressurized pipeline that delivers water from the water source to the *valve* or outlet.

“*Manual Isolation Valve*” means a valve such as a gate valve, ball valve, or butterfly valve installed downstream of the point of connection of the water supply to shutdown water flow through mainline piping for routine maintenance and emergency repair.

“*Master Shut-off Valve*” an electronic valve such as a solenoid valve installed as close as possible to the point of connection and is used in conjunction with a flow sensor and flow monitoring controller technology to automatically shutdown system wide water flow in the event of high flow conditions such as mainline pipe break.

“*Maximum Applied Water Allowance*” or “*MAWA*” means the upper limit of annual applied water for the established *landscaped area*, as specified in Section 2.2 of these *Guidelines*. It is based upon the area’s *reference evapotranspiration*, the *ETAF*, and the size of the *landscaped area*. The *Estimated Applied Water Use* shall not exceed the *Maximum Applied Water Allowance*.

“*Microclimate*” means the climate of a small, specific area that may contrast with the climate of the overall landscaped area due to factors such as wind, sun exposure, plant density, or proximity to reflective surfaces.

“*Mulch*” means any organic material such as leaves, bark, straw or compost, or inorganic mineral materials such as rocks, gravel, or decomposed granite left loose and applied to the soil surface for the beneficial purposes of reducing evaporation, suppressing weeds, moderating soil temperature, and preventing soil erosion.

“*Non-pervious*” means any surface or natural material that does not allow for the passage of water through the material and into the underlying soil.

“*Operating pressure*” means the pressure at which the parts of an irrigation system of sprinklers are designed to operate at by the manufacturer

“*Overspray*” means the irrigation water which is delivered beyond the target area.

“*Person*” means any natural person, firm, joint venture, joint stock company, partnership, public or private association, club, company, corporation, business trust, organization, public or private agency, government agency or institution, school district, college, university, any other user of water provided by the *City* or the *local water purveyor*, or the manager, lessee, agent, servant, officer, or employee of any of them or any other entity which is recognized by law as the subject of rights or duties.

“*Pervious*” means any surface or material that allows the passage of water through the material and into the underlying soil.

“*Plant factor*” or “*plant water use factor*” is a factor, when multiplied by *ETo*, that estimates the amount of water needed by plants. For purposes of the *Water Efficient Landscape Provisions of FVMC 21.20.050(c)*, the *plant factor* range for low water use plants is 0 to 0.3; the *plant factor* range for moderate water use plants is 0.4 to 0.6; and the *plant factor* range for high water use plants is 0.7 to 1.0. *Plant factors* cited in these *Guidelines* are derived from the Department of Water Resources 2000 publication “Water Use Classification of Landscape Species.”

“*Precipitation rate*” means the rate of application of water measured in inches per hour.

“*Project applicant*” means the person submitting a *Landscape Documentation Package* required under Section 2.1 to request a permit, plan check, or design review from the city. A *project applicant* may be the property owner or his or her designee.

“*Property owner*” or “*owner*” means the record owner of real property as shown on the most recently issued equalized assessment roll.

“*Reference evapotranspiration*” or “*ETo*” means a standard measurement of environmental parameters which affect the water use of plants. *ETo* is given expressed in inches per day, month, or year as represented in Appendix D of these *Guidelines*, and is an estimate of the evapotranspiration of a large field of four to seven-inch tall, cool-season grass that is well watered. *Reference evapotranspiration* is used as the basis of determining the *Maximum Applied Water Allowances*.

“*Recycled water*” or “*reclaimed water*” means treated or recycled waste water of a quality suitable for non-potable uses such as landscape irrigation and *water features*. This water is not intended for human consumption.

“*Runoff*” means water which is not absorbed by the soil or landscape to which it is applied and flows from the landscaped area. For example, *runoff* may result from water that is applied at too great a rate (application rate exceeds *infiltration rate*) or when there is a slope.

“*Special Landscaped Areas*” or “*SLA*” means an area of the landscape dedicated solely to edible plants such as orchards and vegetable gardens, areas irrigated with *recycled water*, *water features* using *recycled water*, and areas dedicated to active play such as parks, sports fields, golf courses, and where *turf* provides a playing surface.

“*Sprinkler head*” means a device which delivers water through a nozzle.

“*Static water pressure*” means the pipeline or municipal water supply pressure when water is not flowing.

“*Station*” means an area served by one *valve* or by a set of *valves* that operate simultaneously.

“*Swing joint*” means an irrigation component that provides a leak-free connection between the emission device and lateral pipeline to allow movement in any direction and to prevent equipment damage.

“*Turf*” means a ground cover surface of mowed grass. Annual bluegrass, Kentucky bluegrass, Perennial ryegrass, Red fescue, and Tall fescue are cool-season grasses. Bermudagrass, Kikuyugrass, Seashore Paspalum, St. Augustinegrass, Zoysiagrass, and Buffalo grass are warm-season grasses.

“*Valve*” means a device used to control the flow of water in an irrigation system

“*Water Efficient Landscape Provisions of FVMC 21.20.050(c)*” means Provisions of FVMC 21.20.050(c)

“*Water Efficient Landscape Worksheets*” means the worksheets required to be completed pursuant to Section 2.2 of these *Guidelines* and which are included in Appendix C hereof.

“*Water feature*” means a design element where open water performs an aesthetic or recreational function. *Water features* include ponds, lakes, waterfalls, fountains, artificial streams, spas, and swimming pools (where water is artificially supplied). The surface area of *water features* is included in the high water use *hydrozone* of the *landscaped area*. Constructed wetlands used for on-site wastewater treatment, habitat protection, or storm water best management practices that are not irrigated and used solely for water treatment or storm water retention are not *water features* and, therefore, are not subject to the water budget calculation.

“*Watering window*” means the time of day irrigation is allowed.

“*WUCOLS*” means the Water Use Classification of Landscape published by the University of California Cooperative Extension, the Department of Water Resources, and the Bureau of Reclamation, 2000. [www.owue.water.ca.gov/docs/wucols00](http://www.owue.water.ca.gov/docs/wucols00)

RESOLUTION NO. 15-32

A RESOLUTION OF THE FOUNTAIN VALLEY PLANNING COMMISSION RECOMMENDING APPROVAL OF CODE AMENDMENT NO. 15-01 AMENDING THE FOUNTAIN VALLEY MUNICIPAL CODE SECTION 21.20 REGARDING LANDSCAPING TO INCORPORATE REVISIONS TO STATE MODEL WATER EFFICIENT LANDSCAPE ORDINANCE AND REVISIONS TO THE GUIDELINES FOR ITS IMPLEMENTATION

WHEREAS, in 1992, the State Legislature enacted the Water Conservation in Landscaping Act (AB 325) requiring the adoption of a water efficient landscape ordinance by cities and counties; and

WHEREAS, following the enactment of AB 325 the Department of Water Resources (DWR) developed a Model Water Efficient Landscape Ordinance to assist and guide cities in the enactment their own local water efficient landscape ordinance; and,

WHEREAS, the Water Conservation in Landscaping Act of 2006 (AB 1881) required DWR to update the Model Water Efficient Landscape Ordinance to achieve greater landscape water use efficiency, and for cities to adopt the updated Model Water Efficient Landscape Ordinance, no later than January 1, 2010; and

WHEREAS, the Municipal Water District of Orange County (MWDOC) and the former Orange County Division of the League of California Cities led a team of stakeholders to develop an Orange County Model Ordinance that met the “at least as effective as the DWR created Model Water Efficiency Landscape Ordinance” requirement of AB 1881, to minimize complexity and cost of compliance and to provide consistency between local jurisdictions; and

WHEREAS, on December 1, 2009, the City Council approved the Orange County Model Ordinance in adopted Ordinance 1440 and thereby adding Fountain Valley Municipal Code (FVMC) Section 21.20.050 (c) Water Efficient Landscape Provisions; and

WHEREAS, Governor Brown issued a Drought Executive Order (B-19-25) on April 1, 2015, directing DWR to update the State’s Model Water Efficient Landscape Ordinance by July 15, 2015, to increase water efficiency standards for new and existing landscape through more efficient irrigation systems, greywater usage, onsite storm water capture and by limiting the portion of landscaping that can be covered in turf; and

WHEREAS, on September 9, 2015, the California Water Commission adopted revisions to the California Code of Regulations Title 23, Division 2, Chapter 2.7. Model Water Efficient Landscape Ordinance; and

WHEREAS; as adopted the Model Water Efficient Landscape Ordinance provisions require cities to adopt an ordinance being at least as effective as the State Model Water Efficient Landscape Ordinance by January 1, 2016, or February 1, 2016 when adopting a regional ordinance; and

WHEREAS; MWDOC and the Association of California Cities, Orange County have again led a group of stakeholders to update the Orange County Model Ordinance to be at least as effective as the DWR updated Model Water Efficiency Landscape Ordinance; and

WHEREAS, consistent with these findings, the purpose of the Orange County Water Efficiency Landscape Model Ordinance is to establish an alternative model acceptable under Governor Brown's Drought Executive Order (B-19-25) as being at least as effective as the State Model Water Efficient Landscape Ordinance; and:

WHEREAS, the Planning Commission recommends that the amended "Guidelines for Implementation of the City of Fountain Valley Water Efficient Landscape Provisions" be integrated into the ordinance by resolution; and

WHEREAS, the Planning Commission recommends certain sections of Chapter 21.20 Landscaping will allow for additional water efficiencies to be realized in new and revitalized landscaping projects in the City and will also provide for added clarity and consistency in the administration of the landscape standards of Chapter 21.20; and

WHEREAS, the proposed Code Amendment to amend the Fountain Valley Municipal Code Section 21.20 regarding landscaping to incorporate the provisions of the State Model Water Efficiency Landscape Ordinance and to revise guidelines for its implementation has been publicly noticed in accordance with State Law and the Fountain Valley Municipal Code; and

WHEREAS, a public hearing was conducted on November 10, 2015 at which time interested persons had an opportunity to testify in support or opposition to the proposal.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1:

Pursuant to the provisions of the California Environmental Quality Act (CEQA), the amendment to the Fountain Valley Municipal Code Section 21.20 regarding landscaping to incorporate the provisions of the Water Conservation in Landscaping Act of 2006 (AB1881) and to establish guidelines for its implementation is categorically exempt under Section 15307, Actions by Regulatory Agencies for Protection of Natural Resources. The Planning Commission finds that the proposed code amendment will not create significant environmental impacts.

SECTION 2:

Governor Brown issued a Drought Executive Order (B-19-25) on April 1, 2015, directing DWR to update the State's Model Water Efficient Landscape Ordinance by July 15, 2015, to increase water efficiency standards for new and existing landscape through more efficient irrigation systems, greywater usage, onsite storm water capture and by limiting the portion of landscaping that can be covered in turf. On September 9, 2015, the California Water Commission adopted revisions to the California Code of Regulations Title 23, Division 2, Chapter 2.7. Model Water Efficient Landscape Ordinance. As adopted, the Model Water Efficient Landscape Ordinance provisions require cities to adopt an ordinance being at least as effective as the State Model Water Efficient Landscape Ordinance by January 1, 2016, or February 1, 2016 when adopting a regional ordinance; and

SECTION 3:

The Planning Commission hereby determines that the amendment to the Fountain Valley Municipal Code Section 21.20 regarding landscaping to incorporate revisions to the State Model Water Efficient Landscape Ordinance and revisions to the Guidelines for its implementation complies with the following findings:

1. The amendment to FVMC 21.20 ensures and maintains internal consistency with the actions, goals, objectives, and polices of the General Plan and will not create inconsistencies with the Development Code.
2. The proposed amendment of Section 21.20 to the Fountain Valley Municipal Code described in Section 4 would provide for the orderly growth in the City in a manner consistent with the General Plan and Development Code.
3. The proposed amendment of Section 21.20 to the Fountain Valley Municipal Code will not be detrimental to the public convenience, health, interest, safety or welfare of the City.
4. The proposed amendment of Section 21.20 to the Fountain Valley Municipal Code has been reviewed in compliance with the provisions of the California Environmental Quality Act and the City's environmental review procedures.

SECTION 4:

The Planning Commission hereby recommends the City Council amend the Fountain Valley Municipal Code Section 21.20 regarding landscaping to incorporate revisions to the State Model Water Efficient Landscape Ordinance and revisions to the Guidelines for its implementation. The proposed language of Section 21.20 is depicted on the exhibit attached hereto and made a part of this resolution by reference marked "Exhibit A", for identification.

PASSED, APPROVED AND ADOPTED THIS 10<sup>TH</sup> DAY OF NOVEMBER, 2012.

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Chairperson

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Secretary



**CITY OF FOUNTAIN VALLEY  
CITY COUNCIL  
COUNCIL ACTION REQUEST**

TO: Honorable Mayor and  
Members of the City Council

Agenda Date: November 17, 2015

SUBJECT: Adopt an Ordinance Prohibiting Commercial Cannabis Activities  
Pertaining to Medical Marijuana in the City

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**EXECUTIVE SUMMARY:**

Land uses associated with medical marijuana are not permitted in the City. Recently enacted state laws reaffirm the ability of cities to regulate and/or ban medical marijuana, but also require cities to enact affirmative bans to prohibit certain medical marijuana uses. Proposed for Council's consideration is an ordinance affirmatively banning commercial medical marijuana activity, including cultivation and delivery of medical marijuana. The ordinance also bans cultivation of medical marijuana for personal use.

**DISCUSSION:**

Both federal and California laws generally prohibit the use, possession, cultivation, transportation, and furnishing of marijuana. However, the Compassionate Use Act of 1996 ("CUA") and the Medical Marijuana Program ("MMP") removed certain state law obstacles from the ability of qualified patients to obtain and use marijuana for medical purposes. Among other things, these statutes exempt the "collective[] or cooperative[] ... cultiva[tion]" of medical marijuana by qualified patients and their designated caregivers from prosecution or abatement under specified state criminal and nuisance laws.

In 2013, the California Supreme Court held that cities could ban medical marijuana dispensaries under the police power and that such bans do not conflict with the CUA or MMP.

This year, the state legislature enacted three bills comprehensively regulating, and reaffirming broad local control over, medical marijuana. (AB 243, AB 266, and SB 643). Most pertinent for cities is AB 266, which protects local control over medical marijuana land uses while also establishing a statewide regulatory scheme headed by the Department of Consumer Affairs. AB 266 expressly protects local licensing practices, zoning ordinances, and constitutional police power; and allows cities to ban medical marijuana businesses and land uses. Cities are also permitted to license such uses, if desired.

The newly enacted laws require cities that wish to prohibit delivery services and cultivation of marijuana to enact laws affirmatively banning such activities. Proposed for consideration is a law that expressly bans delivery and cultivation of medical marijuana, in addition to all other commercial cannabis activities and medical marijuana dispensaries. The ban is declaratory of existing law, as the City has always prohibited medical marijuana land uses and businesses under its permissive zoning regulations and because medical marijuana land uses violate federal law. Nonetheless, because of the need to expressly ban cultivation and delivery, an affirmative ban of all commercial cannabis activity was prepared to prevent ambiguity.

This ordinance was reviewed by the Planning Commission due to its relation to land use and zoning.

**ALTERNATIVES:**

**Alternative No.1:** Adopt an ordinance banning all commercial cannabis activity and cultivation.

**Alternative No. 2:** Do not adopt an ordinance banning commercial cannabis activity and cultivation, in which case testing, distribution, and dispensaries will continue to be prohibited under the City's permissive zoning regulations; however, because of recent amendments to State law, cultivation and delivery of marijuana will be permitted.

**FINANCIAL ANALYSIS:**

No direct financial impacts are expected with passage of the ordinance; however, the city may incur costs associated with enforcement of the ordinance.

**ATTORNEY REVIEW:**

The Attorney for the City prepared this staff report and the proposed ordinance.

**RECOMMENDATION:**

Staff recommends **Alternative No.1:** Adopt an ordinance banning all commercial cannabis activity and cultivation.

Prepared By:

Colin Burns, Attorney for the City

Council Action Request  
Proposed Medical Marijuana Ordinance  
November 17, 2015  
Page 3

Reviewed By: Dan Llorens, Chief of Police  
Reviewed By: Matt Mogensen, Planning and Building Director  
Procurement Review by: Cathy Wagner, Purchasing Manager  
Fiscal Review by: David Cain, Finance Director-City Treasurer  
Approved By: Bob Hall, City Manager

Attachment 1: Proposed Ordinance No. \_\_\_

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FOUNTAIN VALLEY ADDING CHAPTER 8.60 “MEDICAL MARIJUANA” TO THE FOUNTAIN VALLEY MUNICIPAL CODE, PROHIBITING ALL TYPES OF COMMERCIAL CANNABIS ACTIVITY**

**WHEREAS**, the City of Fountain Valley has historically prohibited commercial cannabis activity; and

**WHEREAS**, in 1996, the voters of the State of California approved Proposition 215 (codified as California Health and Safety Code § 11362.5 and entitled “The Compassionate Use Act of 1996” or “CUA”); and

**WHEREAS**, the intent of Proposition 215 was to enable persons who are in need of marijuana for medical purposes to use it without fear of criminal prosecution under limited, specified circumstances; and

**WHEREAS**, in 2004, the Legislature enacted Senate Bill 420 (codified as California Health & Safety Code § 11362.7 et seq. and referred to as the “Medical Marijuana Program” or “MMP”) to clarify the scope of Proposition 215; and

**WHEREAS**, in City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc. (2013) 56 Cal.4th 729, the California Supreme Court held that nothing in the CUA or the MMP limits the inherent authority of a local jurisdiction, by its own ordinances, to regulate the use of its land; and

**WHEREAS**, the Federal Controlled Substances Act, 21 U.S.C. § 801 et seq., classifies marijuana as a Schedule 1 Drug, which makes it unlawful under federal law for any person to cultivate, manufacture, distribute or dispense, or possess with intent to manufacture, distribute or dispense, marijuana; and

**WHEREAS**, Governor Brown signed 3 bills into law (AB 266, AB 243, and SB 643) which, among other things, allow the City to completely prohibit commercial medical marijuana activities; and

**WHEREAS**, the City Council finds that commercial medical marijuana activities, as well as cultivation for personal medical use as allowed by the CUA and MMP, can adversely affect the health, safety, and welfare of City residents. Citywide prohibition is proper and necessary to avoid the risks of criminal activity, degradation of the natural environment, malodorous smells, and indoor electrical fire hazards that may result from such activities. Further, marijuana cultivation or other concentration of marijuana in any location or premises without adequate security increases the risk that surrounding homes or businesses may be negatively impacted by nuisance activity such as loitering or crime; and

**WHEREAS**, the City Council finds that medical marijuana land uses and businesses are not compatible with, and injurious to, the health, safety, and welfare of the City; and

**WHEREAS**, this ordinance promotes the public convenience, health, interest, safety or welfare of the city; and

**WHEREAS**, while the City Council believes that cultivation and all commercial medical marijuana uses are prohibited under the City's permissive zoning regulations, it desires to enact this ordinance to expressly make clear that all such uses are prohibited throughout the City; and

**WHEREAS**, this ordinance is adopted pursuant to the authority granted by the California Constitution and State law, including but not limited to Article XI, Section 7 of the California Constitution, the Compassionate Use Act, the Medical Marijuana Program, and The Medical Marijuana Regulation and Safety Act; and

**WHEREAS**, the City Council finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061(b)(3) (there is no possibility the activity in question may have a significant effect on the environment); and

**WHEREAS**, the Planning Commission held a duly noticed public hearing on November \_\_\_\_, 2015 at which time it considered all evidence presented, both written and oral, and at the end of the hearing voted to adopt a resolution recommending that the City Council adopt this Ordinance.

**NOW, THEREFORE**, the City Council of the City of Fountain Valley does hereby **ORDAIN** as follows:

**Section 1.** That Chapter 8.60 “Medical Marijuana” is hereby added to the Fountain Valley Municipal Code to read as follows:

**“Chapter 8.60**

**Medical Marijuana**

**8.60.010. Definitions.** The definitions in Business and Professions Code section 19300.5, as the same may be amended from time to time, apply to this chapter and are incorporated herein by reference.

**8.60.020. Prohibition.**

(a) Commercial cannabis activity of all types is prohibited. No person shall establish, operate, conduct, or engage in commercial cannabis activity in the city.

(b) Cultivation of cannabis is prohibited. No person, including a qualified patient or primary caregiver, shall cultivate cannabis in the city.

(c) Delivery of cannabis to or from any location in the city is prohibited. No person shall conduct any delivery of cannabis that either originates or terminates in the city and no person shall own, manage, or operate a cannabis delivery service or business in the city.

(d) Dispensing cannabis is prohibited. No person shall dispense cannabis in the city.

(e) Cannabis dispensaries are prohibited. No person shall own, manage, operate, or work in, whether as an employee or independent contractor, a cannabis dispensary in the city.

**8.60.030. Penalty.** Any violation of this Chapter is unlawful and subject to all criminal, civil, and administrative penalties, remedies, and provisions set forth in Title 1 of this code.”

**Section 2.** Severability. If any section, subsection, clause or phrase of this Ordinance or any part thereof is for any reason held to be invalid, unconstitutional or unenforceable by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of the Ordinance. The City Council declares that it would have passed each section, subsection, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, sentence, clause or phrase would be declared invalid, unconstitutional or unenforceable.

**Section 3.** The City Clerk shall certify to the adoption of this Ordinance and cause it to be published as required by law.

**PASSED AND ADOPTED** by the City Council of the City of Fountain Valley at a regular meeting this \_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

\_\_\_\_\_  
Kathy Heard  
Deputy City Clerk

\_\_\_\_\_  
Cheryl Brothers  
Mayor

APPROVED AS TO FORM:  
**HARPER & BURNS LLP**

\_\_\_\_\_  
Colin Burns  
Attorney for the City



**Minutes of the  
CITY COUNCIL/  
SUCCESSOR AGENCY TO THE  
FOUNTAIN VALLEY AGENCY  
FOR COMMUNITY DEVELOPMENT/  
FOUNTAIN VALLEY HOUSING AUTHORITY**

**Study Session/Closed Session 5:00 p.m.  
Open Session 6:00 p.m.  
Tuesday, October 20, 2015**

**STUDY SESSION**

**CALL TO ORDER**

5:00 p.m.

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

Resident, Patrick Harper provided suggestions on different ways to enhance revenues for the city.

1. Finance Director David Cain provided Council with a PowerPoint Presentation on Potential Revenue Enhancement Opportunities.

**CLOSED SESSION**

**CALL TO ORDER**

5:48 p.m.

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

There were no requests to speak regarding the Closed Session.

2. *(Council)* **CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION**  
Paragraph (1) of subdivision (d) of Section 54956.9. Name of case: American Diving Dogs, Inc. v. City of Fountain Valley (Orange County Superior Court Case No. 30-2015-00805446-CL-BC-CJC)
3. *(Council)* **CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION**  
Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: (1 Potential Case)

**OPEN SESSION**

**RECONVENE**

Mayor Nagel reconvened the meeting to order at 6:03 p.m.

**REPORT OUT OF CLOSED SESSION**

Mayor Nagel reported that council gave direction to legal counsel regarding the closed session items.

## **INVOCATION**

The invocation was led by Pastor Godfrey Hom of First Chinese Baptist Church

## **SALUTE TO THE FLAG**

The salute to the flag was led by Council Member McCurdy.

## **CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY/ ROLL CALL**

MEMBERS PRESENT: Collins, McCurdy, Vo (arrived to meeting at 5:48 pm), Brothers, Nagel  
MEMBERS ABSENT: None

## **ANNOUNCEMENT OF SUPPLEMENTAL COMMUNICATIONS**

City Clerk Robin Roberts announced the following supplemental communications were provided to the City Council and made available to the public: Corrections to the draft October 6, 2015 minutes on pages 9 and 10 of the agenda; and PowerPoint presentation handouts from Finance Director David Cain on the Study Session and the Golden West College presentation.

## **PRESENTATIONS**

Golden West College President West Bryan provided Council on an update of the college.

## **PUBLIC COMMENTS** (Scheduled Matters Only)

There were no requests to speak on scheduled matters.

## **CONSENT CALENDAR**

*Consent Calendar Items 4 and 6 through 11 were approved simultaneously with one motion. Item 5 was pulled and voted upon separately.*

4. *(Council/Successor Agency/Housing Authority)* Receive and file the minutes of the October 6, 2015 City Council/Successor Agency to the Fountain Valley Agency for Community Development/Fountain Valley Housing Authority meeting.

ACTION: Received and filed the minutes of the October 6, 2015 City Council/Successor Agency to the Fountain Valley Agency for Community Development/Fountain Valley Housing Authority meeting.

MOTION: Brothers      SECOND: Collins  
AYES: Collins, McCurdy, Vo, Brothers, Nagel  
NOES: None  
Motion Carried 5-0

*Item 5 was pulled for separate consideration by Council Member McCurdy.*

5. (Council) Receive and file the Updated Six Month Strategic Objectives Matrix

ACTION: Received and filed the updated six-month Strategic Objectives Matrix.  
MOTION: Collins SECOND: Brothers  
AYES: Collins, Vo, Brothers, Nagel  
NOES: McCurdy  
Motion Carried 5-0

6. (Council) Authorization to Renew Agreement for a Broker Services with Wells Fargo Insurance Services to Provide Consulting Services in Regard to the City's Dental, Life and Long-term Disability Insurance, Employee Assistance Program, Flexible Spending Account and Vision Insurance.

ACTION: Authorization to renew agreement for broker services with Wells Fargo Insurance Services to provide consulting services in regard to the City's dental, life and long-term disability insurance, employee assistance program, flexible spending account and vision insurance.

MOTION: Brothers SECOND: Collins  
AYES: Collins, McCurdy, Vo, Brothers, Nagel  
NOES: None  
Motion Carried 5-0

7. (Council) Ratification of Fountain Valley Community Foundation Board of Director Appointees.

ACTION: Ratify Fountain Valley Community Foundation Board of Director appointees.

MOTION: Brothers SECOND: Collins  
AYES: Collins, McCurdy, Vo, Brothers, Nagel  
NOES: None  
Motion Carried 5-0

8. (Council) Acceptance of a 20' Easement from Garden Grove Unified School District at Monroe School.

ACTION: Approve the acceptance of a 20' easement from Garden Grove Unified School District at Monroe School.

MOTION: Brothers SECOND: Collins  
AYES: Collins, McCurdy, Vo, Brothers, Nagel  
NOES: None  
Motion Carried 5-0

9. *(Council)* Approval of the Agreement between the City of Fountain Valley and the Municipal Water District of Orange County for the Preparation of the 2015 Urban Water Management Plan

ACTION: Approval of the agreement between the City of Fountain Valley and the Municipal Water District of Orange County for the preparation of the 2015 Urban Water Management Plan.

MOTION: Brothers SECOND: Collins  
AYES: Collins, McCurdy, Vo, Brothers, Nagel  
NOES: None  
Motion Carried 5-0

10. *(Council)* Approve Cooperative Agreement No. C-5-3457 between OCTA and the City of Fountain Valley for the Arterial Pavement Management (APM) Program for the Rehabilitation and Resurfacing of Edinger Avenue from Brookhurst Street to Euclid Street and Harbor Boulevard from the Northern City Limit to the Santa Ana River.

ACTION: Approval of the cooperative agreement No. C-5-3457 between OCTA and the City of Fountain Valley for the Arterial Pavement Management (APM) Program for the rehabilitation and resurfacing of Edinger Avenue from Brookhurst St. to Euclid St. and Harbor Blvd. from the Northern City limit to the Santa Ana River.

MOTION: Brothers SECOND: Collins  
AYES: Collins, McCurdy, Vo, Brothers, Nagel  
NOES: None  
Motion Carried 5-0

11. *(Council)* Approval of Amendment No. 3 in the Amount of \$13,800 to Contract No. CON-13-39 with AKM Consulting Engineers for Additional Construction Management and Engineering Support Services for Reservoir No. 1 Rehabilitation, Project No. WU845.

ACTION: Approval of Amendment No. 3 in the amount of \$13,800 to Contract No. CON-13-39 with AKM Consulting Engineers for additional construction management and engineering support services for Reservoir No. 1 Rehabilitation, Project No. WU845.

MOTION: Brothers SECOND: Collins  
AYES: Collins, McCurdy, Vo, Brothers, Nagel  
NOES: None  
Motion Carried 5-0

## **ADMINISTRATIVE ITEMS**

12. *(Council)* Acceptance of Proposal and Approval of a Contract Amendment in the Amount of \$23,690 to Meyer & Associates, Inc. for Revisions to the Plans and Specifications for Exterior Improvements to the Recreation Center Building *(Report by Deputy City Engineer, Temo Galvez)*.

Requests were made by council to improve ventilation in the gym and a possible extension of the roof line over the east windows and landscape to promote water drainage away from the building.

**ACTION:** Accept the proposal and approve a contract amendment in the amount of \$23,690 to Meyer and Associates, Inc. for revisions to the plans and specifications for the exterior improvements to the Recreation Center Building.

**MOTION:** Brothers      **SECOND:** Collins  
**AYES:** Collins, McCurdy, Vo, Brothers, Nagel  
**NOES:** None  
Motion Carried 5-0

### **COUNCIL MEMBER ITEMS FOR FUTURE CONSIDERATION**

Council Member John Collins, seconded by Council Member Vo, requested a presentation to be provided by staff, at a future council meeting, on bringing back the Transient Occupancy Tax (TOT) and the possibility of having an outside consultant provide an analysis.

Mayor Pro Tem Cheryl Brothers, seconded by Council Member Vo, requested an update on the city's energy conservation progress regarding the Southern California Edison street lights.

Mayor Nagel, seconded by Mayor Pro Tem Cheryl Brothers, requested that staff look into the possibility of having a Sister City with a city in the Netherlands.

### **CITY COUNCIL/ SUCCESSOR AGENCY/ HOUSING AUTHORITY/ PUBLIC COMMENTS** (Unscheduled Matters Only)

Resident Patrick Tucker and Costa Mesa resident Peggy Partnoff spoke in opposition to the proposed electronic message sign.

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

#### **Council Member Vo**

October 10<sup>th</sup> Fire Department Open House

#### **Council Member McCurdy**

October 13<sup>th</sup> Mimi's Jewelry support rally

October 15<sup>th</sup> Mayor's Breakfast

Reminded everyone about the Strategic Plan Study Session on October 29, 2015 at the Fountain Valley Recreation Center – Park View "A" Room

#### **Council Member Collins**

October 10<sup>th</sup> Fire Department Open House

October 13<sup>th</sup> Mimi's Jewelry support rally

October 15<sup>th</sup> Mayor's Breakfast

October 16<sup>th</sup> Orange County Sanitation District State of the District

**Mayor Pro Tem Brothers**

October 7<sup>th</sup> RSVP Graduation Class of 2015  
October 8<sup>th</sup> Chamber of Commerce Government Affairs Committee  
October 13<sup>th</sup> Mimi's Jewelry support rally  
October 13<sup>th</sup> Neighborhood Crossings Project meeting at Geisler School  
October 14<sup>th</sup> LAFCO Meeting  
October 14<sup>th</sup> Mosquito and Vector Control Nuisance Abatement Committee meeting  
October 14<sup>th</sup> "Taste of Asia" at Senator Janet Nguyen's home  
October 15<sup>th</sup> Anaheim City Prayer Breakfast  
October 15<sup>th</sup> Regular Mosquito and Vector Control Meeting  
October 15<sup>th</sup> Fountain Valley Foundation Volunteer Committee  
October 16<sup>th</sup> State of the Sanitation District Breakfast  
October 16<sup>th</sup> ACC-OC Technical and Infrastructure Committee Meeting  
October 17<sup>th</sup> Opening of the Fall Games for Special Olympics at Marina High School  
October 17<sup>th</sup> Fundraiser for the Holiday Food Drive  
Reminder that Saturday October 24<sup>th</sup> the Chamber of Commerce is hosting the Mayor's Social

**Mayor Nagel**

October 7<sup>th</sup> RSVP Graduation Class of 2015  
October 7<sup>th</sup> Orange County Sanitation District Operations Meeting  
October 8<sup>th</sup> SCAG Meeting in Los Angeles  
October 9<sup>th</sup> Time Warner Interview Taping  
October 10<sup>th</sup> Fire Prevention Day/Open House at Fire Station #1  
October 13<sup>th</sup> Mimi's Jewelry support rally  
October 15<sup>th</sup> Mayor's Breakfast  
October 15<sup>th</sup> F.V. Community Foundation Board Meeting  
October 16<sup>th</sup> State of the Sanitation District Breakfast  
October 17<sup>th</sup> Huntington Valley Boys and Girls Club Banquet/Fundraiser  
Reminded everyone about the Strategic Plan Study Session on October 29<sup>th</sup> at the Fountain Valley Recreation Center – Park View "A" Room

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

Adjourn the meeting at 7:06 p.m. to the next Regular Meeting of the Fountain Valley City Council on November 3, 2015 at 6:00 p.m., in the Fountain Valley Council Chambers, 10200 Slater Avenue, Fountain Valley.

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Steve A. Nagel, Mayor

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Kathy Heard, Deputy City Clerk



# FOUNTAIN VALLEY HOUSING AUTHORITY ACTION REQUEST

To: Honorable Chairman and  
Commissioners of the Housing Authority

Agenda Date: November 17, 2015

SUBJECT: Housing Successor Agency Annual Report

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## **EXECUTIVE SUMMARY:**

Senate Bill 341 which became law on January 1, 2014 requires "housing successors" – cities, counties, and housing authorities that have taken over housing functions for former redevelopment agencies to prepare an annual report of housing activities and expenditures during the year. The report must be presented to the Housing Successor Agency governing body (Housing Authority Commission) within six months after the end of each fiscal year. This annual report covers July 1, 2014 through June 30, 2015.

## **DISCUSSION:**

California Health and Safety Code Section 34176.1(f) require housing successor's to prepare a Housing Successor Annual Report (Report) regarding the Low and Moderate Income Housing Asset Fund (LMIHAF). The purpose of this report is to provide the governing body of the Housing Successor an annual report on the housing assets and activities of the Housing Successor under Part 1.85, Division 24 of the California Health and Safety Code, in particular sections 34176 and 34176.1 (Dissolution Law). The Report must be presented to the Housing Successor governing body within six months after the end of each fiscal year. This report as well as the former redevelopment agency's Implementation Plan must be posted on the City's website.

## **FINANCIAL ANALYSIS:**

No fiscal impact other than the cost related the staff time for preparation of the report.

## **ATTORNEY REVIEW:**

City Attorney review is not necessary for this report.

**PUBLIC NOTIFICATION:**

No public notification required for this report.

**ALTERNATIVES:**

**Alternative No.1:** Housing Authority approves the annual Housing Successor Agency Report and the posting of the Report and supporting documentation on the City's website.

**Alternative No. 2:** Amend the report as deemed necessary.

**RECOMMENDATION:**

Staff recommends Alternative No. 1 Housing Authority approves the annual Housing Successor Agency Report and the posting of the Report and supporting documentation on the City's website.

Prepared By:	Rebecca Leifkes, Housing Analyst
Procurement Review:	Cathy Wagner, Purchasing Manager
Approved By:	Matt Mogensen, Assistant Executive Director
Fiscal Review by:	David Cain, Finance Officer
Approved By:	Bob Hall, Executive Director

Attachment 1: Housing Successor Agency Annual Report

**HOUSING SUCCESSOR ANNUAL REPORT  
REGARDING THE LOW AND MODERATE INCOME HOUSING ASSET FUND  
FOR FISCAL YEAR 2014-15 PURSUANT TO  
CALIFORNIA HEALTH AND SAFETY CODE SECTION 34176.1(f)  
FOR THE FOUNTAIN VALLEY HOUSING AUTHORITY**

This Housing Successor Annual Report (Report) regarding the Low and Moderate Income Housing Asset Fund (LMIHAF) has been prepared pursuant to California Health and Safety Code Section 34176.1(f) and is dated as of November 17, 2015. This Report sets forth certain details of the Fountain Valley Housing Authority (Housing Successor) activities during Fiscal Year 2014-2015 (Fiscal Year). The purpose of this Report is to provide the governing body of the Housing Successor an annual report on the housing assets and activities of the Housing Successor under Part 1.85, Division 24 of the California Health and Safety Code, in particular sections 34176 and 34176.1 (Dissolution Law).

The following Report is based upon information prepared by Housing Successor staff and information contained within the financial records of the Low and Moderate Income Housing Asset Fund 85 for Fiscal Year 2014-15. This Report conforms with and is organized into sections I. through XI., inclusive, pursuant to Section 34176.1(f) of the Dissolution Law:

- I. **Amount Deposited into LMIHAF:** This section provides the total amount of funds deposited into the LMIHAF during the Fiscal Year. Any amounts deposited for items listed on the Recognized Obligation Payment Schedule (ROPS) must be distinguished from the other amounts deposited.
- II. **Ending Balance of LMIHAF:** This section provides a statement of the balance in the LMIHAF as of the close of the Fiscal Year. Any amounts deposited for items listed on the ROPS must be distinguished from the other amounts deposited.
- III. **Description of Expenditures from LMIHAF:** This section provides a description of the expenditures made from the LMIHAF during the Fiscal Year. The expenditures are to be categorized.
- IV. **Statutory Value Of Assets Owned By Housing Successor In LMIHAF:** Under the Dissolution Law and for purposes of this Report, the “statutory value of real property” means the value of properties formerly held by the former redevelopment agency as listed on the housing asset transfer schedule approved by the Department of Finance as listed in such schedule under Section 34176(a)(2), the value of the properties transferred to the Housing Successor pursuant to Section 34181(f), and the purchase price of property(ies) purchased by the Housing Successor. Further, the value of loans and grants receivable is included in these reported assets held in the LMIHAF.

- V. Description of Transfers:** This section describes transfers, if any, to another housing successor agency made in previous Fiscal Year(s), including whether the funds are unencumbered and the status of projects, if any, for which the transferred LMIHAF will be used. The sole purpose of the transfers must be for the development of transit priority projects, permanent supportive housing, housing for agricultural employees or special needs housing.
- VI. Project Descriptions:** This section describes any project for which the Housing Successor receives or holds property tax revenue pursuant to the ROPS and the status of that project.
- VII. Status of Compliance with Section 33334.16:** This section provides a status update on compliance with Section 33334.16 for interests in real property acquired by the former redevelopment agency prior to February 1, 2012. For interests in real property acquired on or after February 1, 2012, provide a status update on the project.
- VIII. Description of Outstanding Obligations under Section 33413:** This section describes the outstanding inclusionary and replacement housing obligations, if any, under Section 33413 that remained outstanding prior to dissolution of the former redevelopment agency as of February 1, 2012 along with the Housing Successor's progress in meeting those prior obligations, if any, of the former redevelopment agency and how the Housing Successor's plans to meet unmet obligations, if any.
- IX. Income Test:** This section provides the information required by Section 34176.1(a)(3)(B), or a description of expenditures by income restriction for five year period, with the time period beginning January 1, 2014 and whether the statutory thresholds have been met. However, reporting of the Income Test is not required until 2019.
- X. Senior Housing Test:** This section provides the percentage of units of deed-restricted rental housing restricted to seniors and assisted individually or jointly by the Housing Successor, its former redevelopment Agency, and its host jurisdiction within the previous 10 years in relation to the aggregate number of units of deed-restricted rental housing assisted individually or jointly by the Housing Successor, its former Redevelopment Agency and its host jurisdiction within the same time period. For this Report the ten-year period reviewed is July 1, 2005- June 30, 2015.
- XI. Excess Surplus Test:** This section provides the amount of excess surplus in the LMIHAF, if any, and the length of time that the Housing Successor has had excess surplus, and the Housing Successor's plan for eliminating the excess surplus.

This Report is to be provided to the Housing Successor's governing body by December 31, 2015.

In addition, this Report and the former redevelopment agency's pre-dissolution Implementation Plans are to be made available to the public on the City's website [www.fountainvalley.org](http://www.fountainvalley.org).

**I. AMOUNT DEPOSITED INTO LMIHAF**

<b>SOURCE</b>	<b>AMOUNT</b>
1 <sup>st</sup> Time Homebuyer Loan Repayment (Principal)	\$ 21,673.62
1 <sup>st</sup> Time Homebuyer Loan Repayment (Interest)	\$ 4,220.39
Housing Rehab Loan Repayment (Principal)	\$ 29,109.68
Housing Rehab Loan Repayment (Interest)	\$ 9342.70
Jasmine Project Loan Repayment (Principal)	\$ 64,124.27
Jasmine Project Loan Repayment (Interest)	\$107,743.73
Misc. Fees	\$410.00
<b>Total Revenue</b>	<b>\$236,624</b>
SERAF Payment (ROPS Requested Reimbursement)	\$870,336
<b>Total Revenue from all sources deposited in Fiscal Year</b>	<b>\$1,106,960</b>

A total of **\$1,106,960** was deposited into the LMIHAF during the Fiscal Year. Of the total funds deposited into the LMIHAF, a total of **\$0** was held for items listed on the ROPS.

**II. ENDING BALANCE OF LMIHAF**

<b>SOURCE</b>	<b>AMOUNT</b>
Previous balance + Current Deposits - Expenditures	\$1,437,749
ROPS requested repayment of SERAF Loan	\$870,336
<b>Ending Balance as of 6/30/15</b>	<b>\$2,308,085</b>

At the close of the Fiscal Year, the ending balance in the LMIHAF was **\$2,308,085**, of which **\$0** is held for items listed on the ROPS.

**III. DESCRIPTION OF EXPENDITURES FROM LMIHAF**

<b>SUBJECT</b>	<b>AMOUNT</b>
Monitoring & Administration	\$21,194.88
Housing Development Expenditures for pre-development expenses.	\$59,448.41
<b>Total Expenditures</b>	<b>\$80,643.29</b>

Housing Development expenditures were for legal and professional services related to the Exclusive Planning and Negotiation Agreement between Jamboree Housing and the Housing Authority.

#### IV. STATUTORY VALUE OF ASSETS OWNED BY HOUSING SUCCESSOR IN LMIHAF

Under the Dissolution Law and for purposes of this Report, the “statutory value of real property” means the value of properties formerly held by the former redevelopment agency as listed on the housing asset transfer schedule approved by the Department of Finance as listed in such schedule under Section 34176(a)(2), the value of the properties transferred to the Housing Successor pursuant to Section 34181(f), and the purchase price of property(ies) purchased by the Housing Successor. Further, the value of loans and grants receivable is included in these reported assets held in the LMIHAF.

The following provides the statutory value of assets owned by the Housing Successor.

<b>Asset Category Loans</b>	<b>Statutory Value</b>
1 <sup>st</sup> Time Home Buyer Loans (12 Loans)	<b>\$ 977,712</b>
Home Improvement Loans (31 Loans)	<b>\$ 536,418</b>
Development Loans ( Jasmine)	<b>\$5,323,580</b>
	<b>Statutory Value</b>
Program Loan Balance	<b>\$6,837,711</b>
	<b>Statutory Value</b>
SERAF Loan Balance	<b>\$1,836,466</b>
<b>Asset Category Land</b>	<b>Statutory Value</b>
11360 Warner	<b>\$3,851,916</b>
<b>Total Statutory Value of Assets Owned by Housing Successor</b>	<b>\$12,526,093</b>

#### V. DESCRIPTION OF TRANSFERS

The Housing Successor did not make any LMIHAF transfers to other Housing Successor(s) under Section 34176.1(c)(2) during the Fiscal Year.

No LMIHAF were made during the fiscal year.

#### VI. PROJECT DESCRIPTIONS

This section describes any project for which the Housing Successor receives or holds property tax revenue pursuant to the ROPS and the status of that project.

The Housing Successor does not receive or hold property tax revenue pursuant to the ROPS.

**VII. STATUS OF COMPLIANCE WITH SECTION 33334.16**

Section 34176.1 provides that Section 33334.16 does not apply to interests in real property acquired by the Housing Successor on or after February 1, 2012; however, this Report presents a status update on the project related to such real property.

With respect to interests in real property acquired by the former redevelopment agency *prior* to February 1, 2012, the time periods described in Section 33334.16 shall be deemed to have commenced on the date that the Department of Finance approved the property as a housing asset in the LMIHAF; thus, as to real property acquired by the former redevelopment agency now held by the Housing Successor in the LMIHAF, the Housing Successor must initiate activities consistent with the development of the real property for the purpose for which it was acquired within five years of the date the DOF approved such property as a housing asset.

The following provides a status update on the project(s) for property or properties that have been acquired by the Housing Successor using LMIHAF on or after February 1, 2012:

ADDRESS	DATE OF TRANSFER APPROVAL FROM DOF	DEADLINE TO INITIATE ACTIVITY	CURRENT STATUS
11360 Warner	8/30/2012	8/30/2017	3 <sup>rd</sup> Amendment to EPNA Approved for Workforce Housing
Note- date of acquisition reflects the Asset Transfer approval letter from D.O.F. dated 8/30/2012 per Section 33334.16			

**VIII. DESCRIPTION OF OUTSTANDING OBLIGATIONS PURSUANT TO SECTION 33413**

**Replacement Housing:** According to the FY2010/11 - FY2014/15 Implementation Plan for the former redevelopment agency, no Section 33413(a) replacement housing obligations were transferred to the Housing Successor. The former redevelopment agency's Implementation Plans are posted on the City's website at [www.fountainvalley.org](http://www.fountainvalley.org)

There are no replacement housing obligations.

**Inclusionary/Production Housing.** According to the FY2010/11 - FY2014/15 Implementation Plan for the former redevelopment agency, no Section 33413(b) inclusionary/production housing obligations were transferred to the Housing Successor. The former redevelopment agency's Implementation Plans are posted on the City's website at [www.fountainvalley.org](http://www.fountainvalley.org)

There are no inclusionary production obligations.

## **IX. EXTREMELY-LOW INCOME TEST**

Section 34176.1(a)(3)(B) requires that the Housing Successor must require at least 30% of the LMIHAF to be expended for development of rental housing affordable to and occupied by households earning 30% or less of the AMI. If the Housing Successor fails to comply with the Extremely-Low Income requirement in any five-year report, then the Housing Successor must ensure that at least 50% of the funds remaining in the LMIHAF be expended in each fiscal year following the latest fiscal year following the report on households earning 30% or less of the AMI until the Housing Successor demonstrates compliance with the Extremely-Low Income requirement. This information is not required to be reported until 2019 for the 2014 – 2019 period.

The Housing Successor has utilized funds only for administration and monitoring of housing units subject to Affordable Housing Agreements of the former Agency.

## **X. SENIOR HOUSING TEST**

The Housing Successor is to calculate the percentage of units of deed-restricted rental housing restricted to seniors and assisted by the Housing Successor, the former redevelopment agency and/or the City within the previous 10 years in relation to the aggregate number of units of deed-restricted rental housing assisted by the Housing Successor, the former redevelopment agency and/or City within the same time period. If this percentage exceeds 50%, then the Housing Successor cannot expend future funds in the LMIHAF to assist additional senior housing units until the Housing Successor or City assists and construction has commenced on a number of restricted rental units that is equal to 50% of the total amount of deed-restricted rental units.

The following provides the Housing Successor's Senior Housing Test for the 10

year period of 7/1/2005-6/30/2015.

<b>Senior Housing Test</b>	<b>10 Year Test - July1, 2005-June 30, 2015</b>
# of Assisted Senior Rental Units	0
# of Total Assisted Rental Units	0
Senior Housing Percentage	0%

## **XI. EXCESS SURPLUS TEST**

Excess Surplus is defined in Section 34176.1(d) as an unencumbered amount in the account that exceeds the greater of one million dollars (\$1,000,000) or the aggregate amount deposited into the account during the Housing Successor's preceding four Fiscal Years, whichever is greater.

The following provides the Excess Surplus test for the preceding three Fiscal Years:

<b>Year</b>	<b>FY 2011/12 (Beginning 2/1/12)</b>	<b>FY 2012/13</b>	<b>FY 2013/14</b>	<b>FY 2014/15</b>
Beginning Balance	\$0	\$72,776	\$255,098	<b>\$1,281,768</b>
Add: Deposits	\$229,745	\$411,719	\$1,043,012	<b>\$1,106,960</b>
(Less) Expenditures	\$156,969	\$229,397	\$16,342	<b>\$80,643</b>
Ending Balance	<b>\$72,776</b>	<b>\$255,098</b>	<b>\$1,281,768</b>	<b>\$2,308,085</b>

The Excess Surplus calculation relates to the preceding four year deposits. The Housing Successor has not been in existence for that period. Therefore, the determination is that during this period there is no Excess Surplus.

### **Actions Needed**

This report must be presented to the Housing Successor Agency governing body within six months of the end of the previous fiscal year.

This report and the former redevelopment agency's Implementation Plans are posted on the City's website at [www.fountainvalley.org](http://www.fountainvalley.org).



# CITY OF FOUNTAIN VALLEY

## CITY COUNCIL

# COUNCIL ACTION REQUEST

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

**Agenda Date:** November 17, 2015

**SUBJECT: APPROVAL OF A HOLIDAY SELL-A-BRATION BUSINESS PROMOTION TO WAIVE TEMPORARY USE PERMIT, TENT PERMIT, AND BANNER PERMIT FEES.**

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### **EXECUTIVE SUMMARY:**

Since 2008, the City implemented a Holiday Sell-A-Bration promotion to assist local businesses. The promotion includes no cost banner and tent permits and allows additional days for banners and outdoor sales.

Staff is requesting City Council approval to implement another Holiday Sell-A-Bration and waive temporary use permit, tent permit, and banner permit fees for the holiday season for the period beginning November 23, 2015, to January 4, 2016.

### **DISCUSSION:**

The Fountain Valley Municipal Code currently allows local businesses the opportunity to secure a temporary use permit for sidewalk and parking lot sales for a maximum of 18 calendar days per year. Businesses are also allowed temporary banner permits that allow one (1) banner per business to be displayed on the building for a maximum of 60 days with a minimum of 30 days between each permit issued. The proposed waiver of fees for these two applications during November 23, 2015 to January 4, 2016 will not be counted towards the 18 day maximum for temporary use permits or the 60 day maximum for banner permits. Staff proposes that the City Council approve a waiver of the \$70 temporary use permit for outdoor sales and the \$50 banner permit. Often, a tent permit is also requested for an outdoor sale. Staff is also recommending waiver of the tent permit fee that ranges from \$85 to \$150, depending on the size of the tent. Once the promotion is over, fees would be re-enacted and businesses would be required to obtain new permits for temporary use permits, tent permits, and banner permits and comply with the allowable time requirements set forth in the Fountain Valley Municipal Code.

If approved, a temporary use permit would still be required to ensure insurance; parking, ADA access, and fire protection are provided for an outdoor sale. Should permits not be obtained, normal after-the-fact permit and penalty fees will apply. A draft copy of the promotional flier is attached. Staff will work with local media and local businesses to publicize this promotion.

**FINANCIAL ANALYSIS:**

If approved, the City would lose permit fees from temporary use permit, tent permit, and banner permits. However, there will be an immeasurable positive impact to local businesses by promoting their sales that will increase local sales tax revenues.

**CITY ATTORNEY REVIEW:**

City Attorney review is not required for this proposal.

**ALTERNATIVES:**

Alternative No. 1: Approve the Holiday Sell-A-Bration promotion and waive temporary use permit, tent permit, and banner permit fees from November 23, 2015, to January 4, 2016.

Alternative No. 2: Deny the request.

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

**RECOMMENDATION:**

Staff recommends the City Council approve the Holiday Sell-A-Bration promotion and waive temporary use permit, tent permit and banner permit fees for the holiday season for the period beginning November 23, 2015, to January 4, 2016.

Prepared By: Matt Jenkins, Assistant Planner  
Approved By: Matt Mogensen, Planning/Building Director  
Procurement Review by: Cathy Wagner, Purchasing Manager  
Fiscal Review by: David Cain, Finance Director/Treasurer  
Approved by: Bob Hall, City Manager

Attachement: Sell-A-Bration promotion flyer



**CITY OF FOUNTAIN VALLEY'S  
HOLIDAY GIFT TO YOU**

**Fountain Valley  
Holiday  
“SELL-A-BRATION”**

**In support of our local business community,  
the City is encouraging all businesses to  
participate in our holiday promotion:**

- \* FREE TEMPORARY USE PERMITS**
- \* FREE BANNER PERMITS**
- \* FREE TENT PERMITS**

**Use your free permits from :**

**November 23, 2015—January 4, 2016**

**Permit requirements: Property Owner  
Approval, Site Plan & Liability Insurance**

**Contact: Planning Department—714-593-4425**

**JOIN the City's SELL-A-BRATION for  
ECONOMIC STIMULATION**



**CITY OF FOUNTAIN VALLEY  
CITY COUNCIL  
COUNCIL ACTION REQUEST**

To: Honorable Mayor and  
Members of the City Council

Agenda Date: November 17, 2015

**SUBJECT: City Council Policy Against Harassment, Discrimination and Retaliation by Elected and Appointed Officials.**

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**EXECUTIVE SUMMARY:**

The City Council “Policy Against Harassment, Discrimination and Retaliation by Elected and Appointed Officials” was drafted to ensure the City’s compliance with the California Department of Fair Employment and Housing’s determination that elected and appointed officials are supervisors. By designating elected and appointed officials as supervisors, they will be required to attend sexual harassment training for supervisors every two years.

The City has an Administrative Regulation entitled “Policy Against Harassment, Discrimination and Retaliation” which includes appeal processes which mirror the Memorandum of Understanding provisions. The City Council Policy is similar to the Administrative Regulation but will apply specifically to elected and appointed officials who are not covered by a Memorandum of Understanding.

Staff recommends the City Council approve the City Council “Policy Against Harassment, Discrimination and Retaliation by Elected and Appointed Official.”

**DISCUSSION:**

Staff updates City Council Policies and Administrative Regulations as needed. Due to on-going changes in the laws pertaining to harassment, discrimination and retaliation, the Administrative Regulation entitled “Policy Against Harassment, Discrimination and Retaliation” has been updated to include a zero tolerance policy and anti-bullying provision. The Administrative Regulation includes appeals provisions which mirror the Memorandum of Understanding for all employee bargaining groups.

In a December 18, 2013 press release, the California Department of Fair Employment and Housing’s (hereinafter referred to as DFEH) determined that elected and appointed officials are supervisors. By designating elected and appointed officials as supervisors, the provisions of Assembly Bill (hereinafter referred to as AB) 1825 would apply to them. In 2007, AB 1825 was adopted and requires employers with 50 or more

employees to provide three hours of sexual harassment training to supervisors once every two years.

Though the City has an Administrative Regulation entitled "Policy Against Harassment, Discrimination and Retaliation," it includes an appeal process for employees which mirrors employee appeal processes specified in the Memorandum of Understanding for each bargaining group. In addition, the Human Resources Director is responsible for overseeing investigations into complaints made under this Administrative Regulation.

To ensure clarity, a separate City Council Policy Against Harassment, Discrimination and Retaliation by Elected and Appointed Officials has been drafted. The City Council Policy is similar to the Administrative Regulation in that it prohibits harassment or discrimination on the basis of a protected classification including race, religion, sex, national origin, disability, medical condition, marital status, etc. It also requires the mandatory harassment training for supervisors every 2 years.

The City Council Policy differs from the Administrative Regulation in that the Mayor or Mayor Pro Tempore in lieu of the Human Resources Director will oversee complaints of harassment and will have the authority to hire an outside investigator to conduct the investigation. A summary of the completed investigation including conclusions whether prohibited conduct occurred and suggested remedial action will be provided to the complainant, accused and the City Council. The City Council, absent the accused, may discuss the matter and receive briefings in closed session for purposes of addressing pending or potential litigation.

With the Administrative Regulation and City Council Policy in place, the City's position of zero tolerance against harassment, discrimination and retaliation will be firmly established and provide clear guidelines to follow should a complaint be filed.

**FINANCIAL ANALYSIS:**

There is no financial impact resulting from adoption of this City Council Policy. Applicable costs would apply if an investigation was assigned to an outside investigator.

**ATTORNEY REVIEW:**

The Attorneys for the City have reviewed and approved the City Council Policy.

**ALTERNATIVES:**

**Alternative No.1: Approve the City Council “Policy Against Harassment, Discrimination and Retaliation by Elected and Appointed Official.”**

**Alternative No. 2: Do not approve the City Council Policy.**

**RECOMMENDATION:**

Staff recommends the City Council approve the City Council “Policy Against Harassment, Discrimination and Retaliation by Elected and Appointed Official.”

Prepared & Approved By: Jean Hirai, Human Resources Director

Procurement Review By: Cathy Wagner, Purchasing Manager

Fiscal Review By: David Cain, Finance Director/Treasurer

Approved By: Bob Hall, City Manager

Attachment 1: City Council “Policy Against Harassment, Discrimination and Retaliation by Elected and Appointed Official.”



# CITY COUNCIL POLICY

## **ISSUE: POLICY AGAINST HARASSMENT, DISCRIMINATION AND RETALIATION BY ELECTED AND APPOINTED OFFICIALS**

### **POLICY STATEMENT**

Harassment or discrimination against applicants, officers, officials, employees, unpaid interns, volunteers or contractors by an elected or appointed official on the basis of any protected classification, as defined below, will not be tolerated.

Any retaliation against a person for filing a harassment charge or making a harassment complaint is prohibited. Individuals found to be retaliating in violation of this Policy will be subject to appropriate sanction.

A separate policy against harassment, discrimination and retaliation applicable to City employees will be established in an Administrative Regulation.

### **POLICY**

This Policy prohibits City elected or appointed officials from harassing or discriminating against applicants, officers, officials, employees, unpaid interns, volunteers or contractors because of:

1. An individual's protected classification;
2. The perception that an individual has a protected classification; or
3. The individual associates with a person who has or is perceived to have a protected classification.

This Policy also prohibits City elected or appointed officials from engaging in retaliation, as defined herein.

### **DEFINITIONS**

**Protected Classifications:** This Policy prohibits harassment or discrimination because of an individual's protected classification which includes race, religion, color, sex (including gender, gender identity, gender expression, transgender, pregnancy and breastfeeding), sexual orientation (including homosexuality, bisexuality or heterosexuality), national origin, ancestry, citizenship status, marital status, pregnancy,

age, medical condition, genetic characteristics or information, military and veteran status and physical or mental disability.

Discrimination: This Policy prohibits treating individuals differently because of the individual's protected classification as defined in this Policy.

Harassment: May include, but is not limited to, the following types of behavior that is taken because of a person's protected classification. Harassment includes conduct taken by those who are not employees such as elected officials, appointed officials, persons providing services under contracts or even members of the public.

1. Speech: Such as epithets, derogatory comments or slurs, and propositioning on the basis of a protected classification. This might include inappropriate comments on appearance, including dress or physical features, or dress consistent with gender identification or race-oriented stories and jokes.
2. Physical Acts: Such as assault, impeding or blocking movement, offensive touching or any physical interference with normal work or movement. This includes pinching, grabbing, patting, propositioning, leering, or making explicit or implied job threats or promises in return for submission to physical acts.
3. Visual Insults: Such as derogatory posters, cartoons, e-mails, pictures or drawings related to a protected classification.
4. Unwanted Sexual Advances: Requests for sexual favors and other acts of a sexual nature, where submission is made a term or condition of employment, where submission to or rejection of the conduct is used as the basis of employment decisions, or where the conduct is intended to or actually does unreasonably interfere with an individual's work performance or create an intimidating, hostile, or offensive work environment.
5. Abusive Conduct: Conduct in the workplace, with malice that a reasonable person would find hostile, offensive and unrelated to an employer's legitimate business interests. Such conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating or humiliating. A single act shall not constitute abusive conduct, unless especially severe and egregious.

Retaliation: Any adverse conduct taken because an applicant, officer, official, employee, unpaid intern, volunteer or contractor has reported harassment, discrimination, or has participated in the complaint and investigation process described herein is prohibited. "Adverse conduct" includes but is not limited to taking sides because an individual has reported harassment or discrimination, spreading rumors about a complaint, shunning and avoiding an individual who reports harassment or discrimination, or real or implied threats of intimidation to prevent an individual from reporting harassment or discrimination.

## **GUIDELINES FOR IDENTIFYING HARASSMENT**

To help clarify what constitutes harassment in violation of this Policy, use the following guidelines:

1. Harassment includes any conduct which would be “unwelcome” to an individual of the recipient’s same protected classification and which is taken because of the recipient’s protected classification.
2. It is no defense that the recipient appears to have voluntarily “consented” to the conduct at issue. A recipient may not protest for many legitimate reasons, including the need to avoid being insubordinate or to avoid being ostracized.
3. Simply because no one has complained about a joke, gesture, picture, physical contact, or comment does not mean that the conduct is welcome. Harassment can evolve over time. The fact that no one is complaining now does not preclude anyone from complaining if the conduct is repeated in the future.
4. Even visual, verbal or physical conduct between two employees who appear to welcome the conduct can constitute harassment of a third applicant, officer, official, employee or contractor who observes the conduct or learns about the conduct later. Conduct can constitute harassment even if it is not explicitly or specifically directed at an individual.
5. Conduct can constitute harassment in violation of this Policy even if the individual engaging in the conduct has no intention to harass. Even well-intentioned conduct can violate this Policy if the conduct is directed at, or implicates a protected classification, and if an individual of the recipient’s same protected classification would find it offensive (e.g., gifts, over attention, endearing nicknames).

## **REPORTING HARASSMENT**

All complaints shall be in writing and shall contain the following information:

1. The complainant’s name. If the complainant is an employee, the employee’s department and position title will also be provided.
2. The name of the person or persons committing the harassment, including their title(s), if known.
3. The specific nature of the harassment, how long it has gone on, and any action taken against the victim as a result of the harassment (if applicable), or any other threats made against the victim as a result of the harassment.
4. Witnesses to the harassment and the events and dates witnessed.
5. Whether the victim had previously reported such harassment and, if so, when and to whom.

## **INVESTIGATION OF COMPLAINTS**

The complaint shall be forwarded to the Mayor. In the event the complaint is against the Mayor, the complaint shall be forwarded to the Mayor Pro Tempore. The Mayor or Mayor Pro Tempore shall engage the services of an outside attorney to investigate the complaint and may award and execute a contract with the attorney without further approval of the Council.

The investigation will include interviews with:

1. The complainant;
2. The accused; and
3. Other persons who have relevant knowledge concerning the complaint.

A summary of the completed investigation, including the investigator's conclusions regarding whether prohibited conduct occurred and, if applicable, suggested remedial action, shall be provided to the complainant, accused, and Council. Remedial action, if any, may include, but is not limited to, agendizing a motion for censure, mandatory harassment training paid by the individual, and payment for the cost of the investigation. The Council may discuss the matter and receive briefings in closed session where necessary for purposes of addressing pending or potential litigation.

The contents of the investigative documentation and report are privileged information in order to protect the rights of privacy of the complainant, the alleged harasser, and all parties involved in the investigation and will therefore not be released. Additional information will only be released by court order, or for other uses determined to be appropriate by the Attorneys for the City.

An individual has the option to report harassment, discrimination or retaliation to the U.S. Equal Employment Opportunity Commission or the California Department of Fair Employment and Housing (DFEH). These administrative agencies offer legal remedies and a complaint process. (<http://www.eeoc.gov/employees/charge.cfm>) ([http://www.dfeh.ca.gov/Complaints\\_ComplaintProcess.htm](http://www.dfeh.ca.gov/Complaints_ComplaintProcess.htm))

## **CONFIDENTIALITY**

Every possible effort will be made to assure the confidentiality of complaints made under this Policy. Complete confidentiality cannot occur, however, due to the need to fully investigate and the duty to take effective remedial action. As a result, confidentiality will be maintained to the extent possible. An individual who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by the investigator or City Manager. Any individual who discusses the content of an investigatory interview will be subject to discipline or other appropriate sanction.

**ELECTED AND APPOINTED OFFICIALS RESPONSIBILITIES**

1. Conduct him/herself consistently with the anti-harassment and anti-retaliation policy as set forth herein; and
2. Report any act which he/she believes in good faith constitutes harassment as defined herein to the Mayor; and
3. Maintain the confidentiality of any investigation conducted by the Mayor or his/her designee pursuant to this Policy by not disclosing the substance of any investigatory interview, except for discussing it with his/her representative; and
4. Cooperate fully with such investigation into alleged violations of this policy by responding fully and truthfully to all questions posed during the investigation; and
5. Be familiar with this policy and modeling behavior that is consistent with it; and
6. Participating in prevention of harassment training within six months of appointment then every 2 years thereafter; and
7. Report any potential violations of this Policy of which he/she becomes aware.

DATE ADOPTED:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
City Clerk Administrator



**CITY OF FOUNTAIN VALLEY  
CITY COUNCIL  
COUNCIL ACTION REQUEST**

To: Honorable Mayor and  
Members of the City Council

Agenda Date: November 17, 2015

SUBJECT: Authorization to Enter Into an Agreement with MemorialCare Medical Group to Conduct Pre-Employment Physical Examinations, Miscellaneous Physical Examinations and Testing, and to Provide Industrial Injury Medical Treatment to Employees.

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**EXECUTIVE SUMMARY:**

The City has contracted with MemorialCare Medical Group, formerly known as Memorial Prompt Care, for many years now. They provide us with pre-employment medical examinations, industrial injury medical treatment, and other required miscellaneous physical examinations and testing. Overall, the City has been very satisfied with the services of MemorialCare Medical Group and it is recommended that the City Council authorize the City to enter into an agreement with MemorialCare Medical group for three years.

**DISCUSSION:**

MemorialCare Medical Group, formerly known as Memorial Prompt Care has been providing pre-employment, industrial injury treatment and miscellaneous physical examinations and testing for our employees and candidates for employment since 2000.

In 2011, MemorialCare Health System's announced that they were partnering with Memorial Prompt Care and several other Southern California physician groups in order to form the MemorialCare Medical Group and provide more comprehensive medical care to patients. In January of 2015, Memorial Prompt Care officially changed their name to MemorialCare Medical Group. The newly formed MemorialCare Medical Group is comprised of nearly 300 physicians and has been honored as one of the Top Performing Medical Groups in California by Integrated Healthcare Association for the past several years in a row.

The City is very satisfied with the services that MemorialCare Medical Group provides. The location is close to City facilities and they are able to offer all of the services that we need in one location. They provide us with a dedicated doctor for industrial injuries

(Workers' Compensation), same day or next business day appointments for pre-employment or employee physicals, multiple locations for urgent care if necessary and have specialists on staff in order to meet the specific needs of the City. MemorialCare also conducts the Fire Department's annual physicals and testing at the Fire Station. Specific dates are set up annually at the station so that fire employees can complete their testing all at once making the process much more efficient than if they went individually.

MemorialCare Medical Group has not only established a good working relationship with the City but also with Adminsure, the City's Workers' Compensation Administrator. They work closely with Adminsure to provide our employees with care and treatment for industrial injuries in an efficient and timely manner. Doctors and staff at MemorialCare are also familiar with our protocols and have all of our job descriptions on file so that they are able to provide our employees with the best care possible.

A survey of the surrounding Orange County cities was done to see what medical providers other agencies were using. The City of Huntington Beach and Coast Community College District both use MemorialCare Medical Group. The City of Westminster has a medical facility that they contract with, however, for specialized exams they also contract with and send their employees to MemorialCare Medical Group. Similar to Westminster, the City of Santa Ana also uses multiple facilities for their various medical needs and testing. The City of Costa Mesa contracts with one facility for all their needs, however, they are located in Irvine which is too far away from City facilities to meet the needs of our employees.

Due to the City's many needs, including pre-employment physicals, industrial injuries, annual employee physicals and testing, in addition to other miscellaneous physical examinations, such as DMV physicals which are required by certified doctors every few years in order for employees to keep their commercial licenses, it is difficult to find a facility that can provide everything. Other medical providers would have to refer our employees out to other facilities for treatment which would require additional staff time to process the requests and could potentially delay treatment.

Since the economic downturn in 2008, Memorial has worked with the City to try and keep fees down as much as possible. The three year proposal that was submitted kept most of their fees at the current rate, lowered fees for some tests and raised fees for others. Most of the testing that experienced fee increases are minor and range from \$1 - \$23, with an average increase of \$9. There are two tests that are increasing \$50 and \$75 respectively and are included in the average increase.

For fiscal year 2014-2015, the City spent approximately \$12,900 on employee testing at MemorialCare Medical. This included annual Fire Department physicals, approximately 23 pre-employment physicals, 3 Executive physicals, 12 DMV physicals, and approximately 75 -100 Tuberculosis (TB) tests. During fiscal year 2013-2014,

approximately \$12,476 was spent on employee testing at MemorialCare Medical. This included Fire Department annual physicals and testing, approximately 20 pre-employment exams, 14 DMV physicals, 2 Executive physicals and 75-100 tuberculosis tests. Tuberculosis testing is given to all Volunteer Coaches, Firefighter Reserves, and aquatics program employees. In addition, all Recreation and Community Services staff are required to go for testing upon hire and then again every 4 years.

If approved, the new MemorialCare Medical Group Agreement will be in effect from November 1, 2015 – October 31, 2018. This item was originally scheduled for the October 20, 2015 agenda before the current agreement expired; however, it was taken off for further review as it was believed that the agreement could possibly be processed administratively. After further research, it was determined that since the costs for the MemorialCare vary each year depending on the number of candidates or employees who attend testing and/or exams each year, the best course of action was to put the item for council consideration.

**FINANCIAL ANALYSIS:**

With the increase in fees for testing, there will be an additional increase in cost to the City. The annual cost will vary depending on the number of tests administered, physicals conducted and medical treatment required. However, there are funds budgeted to cover the increase in fees.

**ATTORNEY REVIEW:**

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

**ALTERNATIVES:**

**Alternative No.1:** Approve the proposed agreement with MemorialCare Medical Group.

**Alternative No. 2:** Do not approve the agreement with MemorialCare Medical Group.

**RECOMMENDATION:**

Staff recommends the City Council authorize the City to enter into an agreement with MemorialCare Medical group for three years.

Prepared By: Amanda DeForest, Human Resources Analyst

Approved By: Jean Hirai, Human Resources Director

City Council Request  
Authorization to Renew Agreement with MemorialCare Medical Group  
November 17, 2015  
Page 4

Procurement Review by: Cathy Wagner, Purchasing Manager

Fiscal Review by: David Cain, Finance Director

Approved By: Bob Hall, City Manager

Attachment 1: MemorialCare Medical Group Agreement

## **AGREEMENT FOR MEDICAL SERVICES**

THIS AGREEMENT is made and effective as of November 1, 2015, between the City of Fountain Valley, a municipal corporation ("City") and MemorialCare Medical Foundation, a non-profit public benefit corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

### **1. TERM**

This Agreement shall commence on November 1, 2015, and shall remain in effect until October 31, 2018, unless sooner terminated pursuant to the provisions of this Agreement.

### **2. SERVICES**

Through its own contractual arrangements with medical providers duly licensed in the State of California ("Physicians"), Consultant shall ensure the performance of the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall ensure that the tasks are completed according to the schedule of performance which is also set forth in Exhibit A.

### **3. PERFORMANCE**

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

### **4. CITY MANAGEMENT**

City's Human Resources Director shall represent City in all matters pertaining to the administration of this Agreement, 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. City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Tasks to be Performed or change Consultant's compensation, subject to Section 5 hereof.

### **5. PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto

and incorporated herein by this reference as though set forth in full. The rates shall not be changed for the term of this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services provided in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed fifteen-thousand dollars (\$15,000.00). Any additional work in excess of this amount shall be approved by the City Council.

(c) Consultant will submit invoices/billing for actual services performed by Physicians. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

## **6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

(a) Either party may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the other party at least six (6) months prior written notice. Upon Consultant's receipt of said notice, the Consultant and Physicians shall cease all work under this Agreement on the date specified in the notice, unless the notice provides otherwise. If the 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, the City shall pay to Consultant the actual value of the work performed up to the time of termination. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 5.

## **7. DEFAULT OF CONSULTANT**

(a) The Consultant's or any Physician'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 the Consultant. If such failure by the Consultant or a Physician to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the City Manager or his/her delegate reasonably determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have thirty (30) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the 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.

## **8. OWNERSHIP OF DOCUMENTS**

(a) Consultant shall maintain complete and accurate records 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 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 of, or in the event of termination or suspension of this Agreement, all original records prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City as may be applicable and may be used, reused or otherwise disposed of by the City without the permission of the Consultant.

(c) All of the above rights shall be limited or qualified to the extent lawfully necessary by the provisions of the HIPAA or similar laws with regard to privacy. Consistent with those laws, the parties agree to cooperate in providing the information required in this paragraph without violating patient rights to the extent possible.

## **9. 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 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.

(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 attorney's 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 but excepting therefrom the negligence of City or its agents, officers or employees.

(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.

## **10. INSURANCE**

Consultant shall maintain, prior to the beginning of and for the duration of this Agreement, insurance coverage as specified in Exhibit C attached to and part of this Agreement.

## **11. INDEPENDENT CONSULTANT**

(a) Consultant and Physicians are and shall at all times remain as to the City wholly independent contractors. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant, Physicians 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. Neither Consultant nor any Physician will incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Consultant or any Physician in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant or Physicians for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant or Physicians for injury or sickness arising out of performing services hereunder.

## **12. LEGAL RESPONSIBILITIES**

The Consultant shall keep 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. The Consultant shall and shall ensure that each Physician shall, at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant or any Physician to comply with this Section.

## **13. UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Fountain Valley 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 of Fountain Valley 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 the City to any and all remedies at law or in equity.

## **14. 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 City Attorney, 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 requests, 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.

**15. 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:

To City: City of Fountain Valley  
10200 Slater Avenue  
Fountain Valley, California 92708  
Attention: Human Resources Director

To Consultant: MemorialCare Medical Foundation  
15464 Goldenwest St.  
Westminster, CA 92683  
Attention: Kim Salaya, Administrator

Copy to: MemorialCare Medical Foundation  
17330 Brookhurst Street  
Fountain Valley, CA 92708  
Attention: CEO

**16. ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Such consent shall not be unreasonably withheld. Because of the personal nature of the services to be rendered pursuant to this Agreement, only such Physicians as mutually agreed upon by Consultant and City shall perform the services described in this Agreement.

**17. LICENSES**

At all times during the term of this Agreement, Consultant and each Physician shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

**18. GOVERNING LAW**

The 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 the Municipal, Superior or Federal District Court with jurisdiction over the City of Fountain Valley.

**19. 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.

**20. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL**

Consultant is bound by the contents of City's Request for Proposal, Exhibit "D" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit "D" hereto. In the event of conflict, the requirements of City's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

**21. AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

**22. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF FOUNTAIN VALLEY

CONSULTANT

\_\_\_\_\_  
Steve Nagel, Mayor

\_\_\_\_\_  
Mark Schafer , M.D.  
Chief Executive Officer

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

HARPER & BURNS LLP



\_\_\_\_\_  
Colin Burns  
Attorneys for the City

## EXHIBIT A

### GENERAL TERMS

CITY and CONSULTANT agree that CITY retains complete discretion as to whether or not to hire any candidate referred to CONSULTANT for employment with the CITY regardless of CONSULTANT'S determination regarding candidate's suitability/unsuitability. Accordingly, CONSULTANT assumes no liability whatsoever for CITY'S decisions with respect to employing or not employing any candidate referred for evaluation. However, CONSULTANT will be required to provide sound recommendations of a candidate's ability to perform the essential duties of the position upon which the CITY will make a determination.

### SUMMARY OF DUTIES OF CONSULTANT

A. CONSULTANT agrees that it will thoroughly review the job duties required of each position for which an examination is given prior to conducting any examination for the position.

B. CONSULTANT will conduct pre-employment physical examinations of persons referred to them by CITY according to the description as outlined in the Request for Proposals attached hereto incorporated by this reference.

The physical examinations will be categorized by the following:

**CLASS A** – Comprehensive physical exams for candidates for employment in the sworn safety classifications.

**CLASS B** – Comprehensive physical examinations for field services candidates.

**CLASS C** – Short or basic physical examinations for general office personnel.

**DEPARTMENT OF MOTOR VEHICLES (DMV)** – In accordance with DMV regulations.

**ANNUAL SWORN FIRE PERSONNEL PHYSICAL.**

**EXECUTIVE ANNUAL PHYSICAL.**

**CHOLINESTERASE TESTING - as needed.**

**TUBERCULOSIS TESTING – as needed.**

**HEPATITIS SCREENING/VACCINATION – as needed.**

#### OBLIGATIONS OF CONSULTANT

##### A. GENERAL

CONSULTANT shall:

1. Supervise and administer the pre-employment physical examinations and provide initial industrial injury medical care for the CITY; and
2. Appear on behalf of the City in court and other proceedings asserted by employees and others against the CITY; and,
3. Provide to the CITY, during the term of this Agreement, all the services more particularly set forth hereinafter.

##### B. MEDICAL SERVICES FOR PRE-EMPLOYMENT PHYSICAL EXAMINATIONS

CONSULTANT shall:

1. Provide complete examination services including, but not limited to:
  - a. Ensuring the availability at all times of a licensed physician at their facility or at such other location as may be agreed to by the parties to conduct all examinations for testing in accordance with the terms of this agreement.
  - b. The physical examinations will be categorized into the following classes with the specific tests administered specified in the fee schedule in Exhibit B:

**CLASS A** – Comprehensive physical examinations for sworn safety classifications.

**CLASS B** – Comprehensive physical examinations for field services.

**CLASS C** – Basic physical non-sworn classifications.

**DEPARTMENT OF MOTOR VEHICLES (DMV) - Physical examinations** in accordance with DMV regulations.

**ANNUAL SWORN FIRE PERSONNEL PHYSICAL.**

**EXECUTIVE ANNUAL PHYSICAL.**

**CHOLINESTERASE TESTING – as needed** – Test CITY-designated employees for pre-exposure baseline cholinesterase determinations and perform follow-up tests at appropriate intervals. Follow-up tests shall be performed by the same laboratory and by the same method whenever practical. CONSULTANT will also take the following actions:

(1) Provide diagnosis for all CITY employees whose exposure periods exceed thirty (30) hours in any thirty (30) day period when any pesticide in toxicity Category I or II of the California Department of Food and Agriculture Worker Health and Safety regulations contains an organophosphate or a carbamate.

(2) Perform both plasma and red cell determinations on all samples tested.

(3) Notify the CITY in the event an employee's plasma cholinesterase decreases 50% below his baseline, or if his/her red cell cholinesterase decreases 40% below his/her baseline. Provider shall request the CITY to remove the employee from all work exposure to organophosphates and carbamates until the employee's red cell and plasma cholinesterase both return to his/her pre-exposure baseline range.

**TUBERCULOSIS TESTING – as needed.**

**HEPATITIS SCREENING/VACCINATION – as needed.**

The CITY will designate which examination each candidate is to receive and shall have the right to determine the types of examinations to be administered. Refer to the Request for Proposal for specifications for each test which is hereby incorporated into this agreement by reference.

2. The CONSULTANT will submit to the CITY results of all pre-employment physical examinations in a timely manner, verbally within twenty-four (24) hours of the examination and in writing not to exceed two (2) working days from the date of examination.

3. Make a determination as to the candidate's suitability for CITY employment in the job classification specified, and will indicate in the Report of Examination, whether or not the candidate is suited for employment from a medical standpoint.

4. Medical services for CITY will be billed according to the CONSULTANT'S fee schedule, which is included in Exhibit B.

5. CONSULTANT acknowledges California law making it an unlawful employment practice for an employer to refuse to hire a person based on physical handicap or medical condition except in specified situations, and that one of those specified circumstances in which an employer may refuse to hire an applicant is when that applicant is unable to perform the duties of the job or would pose a danger to the safety of others. The CONSULTANT agrees to thoroughly review the job duties of each position for which an examination is given and to render an opinion to CITY for any disqualified applicant stating the reasons why the person could not perform the duties or would be a danger to the safety of others. Said opinion shall be based on demonstrable medical findings and shall be signed by a licensed physician.

6. The CITY reserves the right to review any questionable medical findings on job applicants and request a review of them with physician.

7. CONSULTANT acknowledges that it is conducting physical examinations of prospective candidates for employment at the request of CITY, and that any information pertaining to such examination is confidential information. CONSULTANT agrees to provide a copy of the results of each physical examination only to an authorized representative of the City of Fountain Valley. CONSULTANT shall not release any results or other information without the express authorization of the City of Fountain Valley. CONSULTANT acknowledges and will comply with both Federal and State privacy laws, including but not limited to HIPPA.

C. INITIAL INDUSTRIAL INJURY MEDICAL CARE

CONSULTANT shall:

Agree to perform the following tasks in accordance with the descriptions contained herein, and in a professional manner:

1. - Ensure the availability, during normal business hours of a licensed physician at their facility or at such other location as may be agreed to by the parties to examine, diagnose, and treat employees of CITY who may have sustained injuries in the course of their employment or arising out of their employment with the CITY.

2. Complete a "Doctor's First Report of Work Injury," and, if necessary, submit any supplemental report to CITY or its designated Workers' Compensation Administrator describing the employee's injuries and detailing any and all facts relating to whether the injury occurred on the job. CONSULTANT agrees to have a general knowledge of the factors of "causation" as the same are applied under the Workers' Compensation Law. This report will be faxed to the City within twenty-four (24) hours with an original delivered in a timely manner not to exceed three (3) working days. CONSULTANT will also take

the following action:

- a. Issue the employee a "Release to Work" form for his/her return to duty, if and when appropriate.
  - b. If appropriate, advise the employee not to return to work until a further examination is conducted and schedule the employee for a follow-up examination.
  - c. Place any restrictions on the return to work in a "light duty" capacity after reviewing the employee's job description.
  - d. Provide CITY'S designated Workers' Compensation Administrator with a copy of all advice forms/return to work forms/or appointment forms given to the employee.
  - e. Provide CITY'S designated Workers' Compensation Administrator with a completed State of California Primary Treating Physician's Progress Report (PR-2) every 45 days or each time there is a change in the treatment plan.
3. Only in cases of an emergency, refer an employee to a Medical Specialist or when otherwise deemed necessary and after receiving the prior approval of the CITY'S Human Resources Director or his/her authorized designee.
  4. Medical services for industrial injuries for CITY rendered pursuant to this agreement will be billed according to the terms of this agreement, and will be directed to the CITY'S Workers' Compensation Administrator.
  5. CITY will not be responsible for charges for medical services rendered to employees not in accordance with the provisions of this agreement, or for services (except initial treatment and diagnosis) not approved in advance by the CITY or its authorized representative.

## EXHIBIT B

### MemorialCare Medical Foundation Fee Schedule For the City of Fountain Valley November 1, 2015 through October 31, 2018

#### Class A Physical (Sworn Police and Fire)

Code	Description	Fee
99429	Complete medical history & physical	\$55.00
99173	Visual testing for acuity	\$6.00
92551	Audiogram	\$22.00
81002	UA, chemical – in office	\$12.00
80300	Urine Drug Screen – Rapid – in office	\$35.00
86580	TB Mantoux test	\$20.00
94010	Pulmonary Function Test	\$43.00
72100	X-ray: Lumbar Spine (3v)	65.00
71010	X-ray: Chest (1v)	\$42.00
80053	Comprehensive Metabolic Panel (#10231)	\$26.00
85025	CBC (#6399)	\$24.00
	<b>Subtotal</b>	<b>\$350.00</b>
	<b><i>Additional tests, age specific:</i></b>	
93000	Resting EKG (< age 40)	\$60.00
93015	Treadmill Stress Test (> age 40)	\$175.00

#### Class B Physical (Field Services)

Code	Description	Fee
99429	Complete medical history & physical	\$55.00
92173	Visual testing for acuity	\$6.00
92551	Audiogram	\$22.00
81002	UA, chemical	\$12.00
80300	Urine Drug Screen – Rapid	\$35.00
86580	TB Mantoux test	\$20.00
94010	Pulmonary Function Test	\$43.00
72100	X-ray: Lumbar Spine (3v)	\$65.00
	<b>Subtotal</b>	<b>\$258.00</b>

### Class C Physical (All Other Employees)

Code	Description	Fee
99429	Complete medical history & physical	\$55.00
99173	Visual testing for acuity	\$6.00
81002	UA, chemical	\$12.00
86580	TB Mantoux test	\$20.00
	<b>Subtotal</b>	<b>\$93.00</b>
	<b><i>Additional testing, as indicated</i></b>	
80300	Urine Drug Screen – Rapid	\$35.00
71020	X-ray: Chest (2 view), replaces 1 view if needed	\$57.00

### Fire Suppression Personnel Annual Physical Exams

Code	Description	Fees
	<b>Drawn/performed at Fire Station</b>	
	<b><i>Annual Screenings TB – All Ages</i></b>	
86580	TB Mantoux Test (administered at each fire station)	\$20.00
	TB read in 2 days by MA at each Fire Station	N/C
	<b>HIV Screenings – All Ages</b>	
86703	HIV Screen (#19728)	\$27.00
	<b>Annual Examination – All Ages. Performed at the Beach Office</b>	
99429	Physical Exam Performed by Board Certified Physicians	\$65.00
99090	Review lab test results (Performed at Santa Ana College)	\$25.00
TMST Review	Review of TMST Results (Performed at Santa Ana College)	\$35.00
	<b>Subtotal</b>	<b>\$125.00</b>
	<b>Hepatitis Immunity</b>	
86317	Hepatitis B Immunity Profile (#8475)	\$29.00
	<b>X-Rays</b>	
<b>CXR</b>	<b>&gt; 35 years of age: every year</b>	
71010	Chest X-ray (1V)	\$42.00
71020	- Additional view, if needed	\$57.00

### DMV Physical Exams

Code	Description	Fee
99429	D.O.T/DMV physical exam	\$89.00
81002	UA (urinalysis), chemical – in office	included
92081	Vision & Hearing evaluation	N/C
	<b>DMV Total</b>	<b>\$89.00</b>

## Executive Annual Physical Exams

Code	Description	Fee
99429	Complete medical history & physical exam	\$150.00
80053	Comprehensive Metabolic Panel (#10231)	\$26.00
85025	CBC (#6399)	\$24.00
80061	Lipid Profile (#7600)	\$34.00
81002	UA, chemical – in office	\$12.00
82274	Fecal IMMUG (cancer screen)	\$35.00
93015	Treadmill Stress Test	\$175.00
	<b>Total</b>	<b>\$456.00</b>
94010	Pulmonary Function Test (Spirometry)	\$43.00
	<b>Every 3 yrs</b>	
71010	Chest X-ray (1V)	\$42.00
71020	- Additional view, if needed	57.00

## Additional Services, Upon Request

Code	Description	Fee
	<b>Lab Tests</b>	
80076	Hepatic (Liver) Function Profile (#10256)	\$25.00
81002	UA (urinalysis), chemical – in office	\$12.00
80300	Urine Drug Screen – Rapid – in office	\$35.00
86580	TB Mantoux skin test – in office	\$20.00
86317	Hepatitis B Immunity Profile (#8475)	\$29.00
82482	Cholinesterase, RBC (#90372)	\$110.00
	<b>Vaccinations/Injections:</b>	
90632	Hepatitis A Vaccine, 2 in series (\$79 x 2)	\$102.00
90746 x 3	Hepatitis B (\$58 x 3) 3 in series (\$64 x 3)	\$65.00
90707	MMR	\$84.00
90715	Tdap	\$73.00
90714	Tetanus Diphtheria	\$40.00
90716	Varicella	\$145.00
	<b>Other Tests</b>	
92551	Audiogram	\$22.00
99429	Respirator History Review and Certificate	\$25.00

\*Laboratory fees are subject to change upon a 60 day advance notice to the City of Fountain Valley. Change in laboratory fees will only occur as a result of a fee increase from the third party laboratory and MemorialCare agrees to show proof of increase to the laboratory fees when sending the notification to the City of Fountain Valley.

## EXHIBIT C

### INSURANCE COVERAGE

CONSULTANT agrees to maintain insurance coverage as follows and to provide CITY with evidence thereof:

- Comprehensive malpractice insurance policy with a minimum of \$1,000,000/\$3,000,000 combined single limit per occurrence, including indemnification of the CITY in the event the CITY is required to defend itself in litigation arising from the Consultant's rendering of services pursuant to this agreement:
- A general liability insurance policy of \$1,000,000 per occurrence.
- Workers' Compensation Insurance for all employees of the Consultant. Consultant shall also ensure that each Physician, as well as the employees of any subcontractor who directly or indirectly provides services to the City of Fountain Valley, maintains sufficient Workers' Compensation Insurance.

## EXHIBIT D

Refer to the attachment for the Request for Proposal and MemorialCare Medical Foundation's proposal.

EXHIBIT D



**CITY OF FOUNTAIN VALLEY**

**REQUEST FOR PROPOSALS**

**Qualified licensed medical care facility/physicians to conduct the following:**

- **Pre-employment physical examinations including drug screening**
- **Miscellaneous physical examinations and testing**
- **Industrial Injury (Worker's Compensation) medical care and treatment**

**REQUEST FOR PROPOSAL**

**QUALIFIED LICENSED MEDICAL CARE FACILITY/PHYSICIANS**

The City of Fountain Valley (hereinafter referred to as "the City") is seeking proposals from qualified licensed medical care facility/physicians to conduct pre-employment physical examinations, miscellaneous physical examinations and testing and initial Industrial Injury (Workers' Compensation) medical care and treatment. Submitted proposals must meet all requirements set forth in this Request for Proposal. This is not in any way to be construed as an agreement, obligation, or other contract between the City and any person or firm submitting a proposal. Proposals must be good for a minimum of 90 days from date of submission.

Proposals submitted in response to this request become the property of the City and are subject to the provisions of the California Public Records Act. This act is designed to give reasonable public access to information in the possession of public agencies. Bidders must clearly and judiciously designate proprietary information or materials, which information and materials will be returned if requested.

Four copies of the completed proposal must be submitted to the City of Fountain Valley Personnel Department prior to 3:00 p.m., Monday, June 5, 2000. Late proposals, will not be accepted. Send proposals to:

City of Fountain Valley  
Personnel Department  
10200 Slater Avenue  
Fountain Valley, CA 92708  
(714) 593-4508

Contact: Kim Verhoef, Personnel Specialist  
Jean Hirat, Personnel Manager

With regard to any proposal sent by mail to the City, the proposer shall be solely responsible for its delivery to the City prior to the date and hour set forth herein. Any proposals received subsequent to the date and hour set forth herein, because of delayed mail delivery or any other reason, may not be considered by the City.

The City will interview a select number of providers in order to develop a recommendation to be submitted to the City Council for their consideration and selection. The relationship between the City and the provider selected shall be governed by a professional services agreement to be prepared following the selection.

CITY OF FOUNTAIN VALLEY  
REQUEST FOR PROPOSAL

QUALIFIED LICENSED MEDICAL CARE  
FACILITY/PHYSICIANS

The City of Fountain Valley is seeking proposals from qualified, licensed medical care facility/physicians to conduct the City's medical examinations and treatments as specified herein.

I. GENERAL INFORMATION

A. Information and General Provisions

The City of Fountain Valley is a medium sized, full-service City employing 250 full-time and approximately 130 part-time employees. As a full-service city, the City provides police, fire and emergency, building, code enforcement, business license, engineering, maintenance and other services to the citizens and public as well as internal services and programs. The following is a breakdown of the employees:

Managerial, professional and clerical:	88
Safety:	108
Field Services:	59

B. Philosophy - The City of Fountain Valley desires to provide its employees and candidates for employment, competent medical examination and treatment. Every effort will be made to ensure each employee receives the best medical care available and returned to work as quickly as possible.

C. Duration - It is the City's intent to enter into a service agreement for a period of three years. Based on the quality of services and fees, the initial agreement would be subject to renewal for a period not to exceed the duration of the initial agreement.

D. Insurance Requirements - Before performing services, the contractor will provide evidence of the following insurance coverages and maintain current coverage during the entire term of the agreement:

1. Workers' Compensation Insurance for all employees of the Contractor, and the employees of any subcontractor who directly or indirectly provides services to the City of Fountain Valley under the Professional Services Agreement.

2. Comprehensive malpractice insurance with a minimum of \$3,000,000, combined single limit per occurrence, including indemnification of the City of Fountain Valley in the event the City is required to defend itself in litigation ensuing from the provider's rendering of services pursuant to the agreement.
3. A general liability insurance policy of \$1,000,000 per occurrence.

During the term of the Agreement, the Contractor shall purchase and provide a copy of the certificate of insurance and maintain insurance coverage that is acceptable to the City. Endorsements of insurance will be required, naming the City of Fountain Valley as an additional insured on all policies; and providing the City with a 30-day written notice of cancellation, material change, or non-renewal.

- E. Business License - The Contractor shall be required to obtain and maintain in full force and effect during the term of the Agreement a valid City of Fountain Valley Business License.

## II. TYPES OF PHYSICALS AND TESTS

### Pre-Employment Physicals

#### Class A (Sworn Police and Fire):

- ✓ Clinical Evaluation
- ✓ Height and Weight
- ✓ Pulse and Blood Pressure
- ✓ Vision - far/near/color/depth perception
- ✓ Audiogram
- ✓ Musculo-skeletal
- ✓ Skin
- ✓ Urine Dipstick
- ✓ Urine Drug Screen
- ✓ TB Test
- ✓ Pulmonary Function Test
- ✓ L-S Spine (3v)
- ✓ Chest X-Ray
- ✓ EKG
- ✓ Chemzyme and CBC
- ✓ Treadmill (over age 40 only)

**Class B (Field Services Employees):**

- ✓ Clinical Evaluation
- ✓ Height and Weight
- ✓ Pulse and Blood Pressure
- ✓ Vision - far/near/color/depth perception
- ✓ Audiogram
- ✓ Musculo-skeletal
- ✓ Skin
- ✓ Urine Dipstick
- ✓ Urine Drug Screen
- ✓ TB Test
- ✓ Pulmonary Function Test
- ✓ L-S Spine (3v)

**Class C (All Other Employees):**

- ✓ Clinical Evaluation
- ✓ Height and Weight
- ✓ Pulse and Blood Pressure
- ✓ Vision - far/near/color/depth perception
- ✓ Musculo-skeletal
- ✓ Skin
- ✓ Urine Dipstick
- ✓ Urine Drug Screen
- ✓ TB Test

**Fire Annual Physicals**

- ✓ Blood Panel
- ✓ HIV Screen
- ✓ TB Test
- ✓ Pulmonary Function Test
- ✓ Physical Exam (every other year for employees under 35 years of age)
- ✓ Chest X-Ray (every other year for employees under 35 years of age)
- ✓ Treadmill Stress Test/EKG (every other year for employees under 35 years of age)
- ✓ DMV Physical (every 2 years for those employees who need them)
- ✓ PSA Bloodtest (optional at employee's expense)

DMV Physical (as required by DMV, every 2 years for employees who have commercial driver's licenses)

- ✓ Health History
- ✓ Vision - Acuity/Peripheral/color/pupils
- ✓ Hearing
- ✓ Romberg
- ✓ Lungs/chest
- ✓ X-Rays if necessary
- ✓ Heart
- ✓ Blood Pressure/Pulse
- ✓ Abdomen
- ✓ Gastrointestinal
- ✓ Genitourinary
- ✓ Upper and Lower Extremities
- ✓ Spine
- ✓ Knee Jerk Reflex
- ✓ Mental Condition

Executive Annual Physicals

- ✓ ✓ Physical Exam
- ✓ ✓ Blood Panel
- ✓ ✓ Urinalysis
- ✓ Pulmonary Function
- ✓ Chest X-Ray
- ✓ Hemocult Cards (cancer screen)
- ✓ Treadmill/EKG
- ✓ Sigmoidoscopy or PSA Blood Test

DOT Drug Testing

Urine sample taken and tested for the following: marijuana, cocaine, opiates, amphetamines, and phenytoin. Collection and testing to be conducted in accordance with Department of Transportation regulations and City policy.

Tests as Needed

**Cholinesterase Test** - After exposure to chemicals or toxins.

**Tuberculosis Test** - After exposure to Tuberculosis.

**Hepatitis Screen** - After exposure to hepatitis. Also given periodically to employees who could potentially be exposed to hepatitis.

**Hepatitis Series** - If hepatitis screen is negative.

A. PRE-EMPLOYMENT PHYSICAL EXAMINATIONS

1. Examinations:

Refer to the previously listed component of the various pre-employment physical examinations.

<u>MEDICAL STANDARDS GROUP</u>	<u>ESTIMATED NO. OF ANNUAL EXAMS*</u>
Group "A" (Safety)	9
Group "B" (Field Maintenance)	4
Group "C" (Managerial, Professional and Clerical)	14
TOTALS	27

\*Does not include approximately 43 Class B Drivers License Examinations.

2. Philosophy

The objectives of the pre-employment examination program of the City is to ensure that:

- a. Legal hiring decisions are based on competent medical recommendations;
- b. The health and fitness of the applicant are evaluated in respect to the intended job duties;
- c. The applicant's health and safety are not placed at risk nor impaired by the employment offered.
- d. Special medical conditions which may affect job performance or require accommodation are evaluated.
- e. The applicant's baseline health status is well documented in order to allow proper evaluation of future injury or illness.
- f. The City receives timely verbal and written communication regarding examination results.

B. Miscellaneous Physical Examinations and Testing

1. Examinations and Testing

Refer to the previously listed components of the miscellaneous physical examination and testing.

<u>Physical Examinations and Testing</u>	<u>Estimated Number Annually</u>
Fire Annual Physicals	33
DMV Physicals	43
Executive Annual Physicals	5
DOT Drug Testing	32
Cholinesterase Testing	2
Hepatitis Screening	57
Hepatitis Series	32 shots

2. Philosophy

The objectives of the pre-employment examination program of the City is to ensure that:

- a. The health and fitness of the employees are evaluated in respect to the job duties;
- b. The employee's health and safety are not placed at risk nor impaired by return to duty.
- c. Special medical conditions which may affect job performance or require accommodation are evaluated;
- d. The City receives timely verbal and written communication regarding examination results.

C. Initial Industrial Injury (Workers' Compensation) Medical Care and Treatment

1. Medical Care and Treatment

The following is a synopsis of the injury type of Workers' Compensation claims for the past two years:

<u>Injury Type</u>	<u>1999 No.</u>	<u>1998 No.</u>
Sprain/Dislocation	28	15
Laceration/Contusion	9	10
Irritation/Infection	5	3
Continuous Trauma	0	2
Burn	0	2
Fracture	1	2
Exposure	12	1

The City has been permissibly self-insured for Workers' Compensation for approximately 22 years. Hazelrigg Risk Management Services, 1310 S. Valley Vista, Diamond Bar, CA 91765 has administered the City's Workers' Compensation program for the past six years.

## 2. Philosophy.

The industrial medical care program of the City of Fountain Valley is based on:

- a. On-the-job Injury prevention.
- b. Initial medical care for all types of industrial injuries on a 24-hour-per-day, 7-day-per-week basis.
- c. Return to full or partial duty as soon as health considerations permit.
- d. Rapid communication, among health care providers, claims personnel and the City.

## III. REQUIRED INFORMATION

The following specific information must be included in each proposal:

### A. Costs: Specify the cost for each type of test/examination/medical treatment...

1. Class A (Sworn Police and Fire) physicals
2. Class B (Field Services Employees) physicals
3. Class C (All other employees) physicals
4. Fire annual physicals
5. DMV physicals

6. Executive annual physicals
7. DOT drug testing
8. Cholinesterase testing
9. Tuberculosis testing
10. Hepatitis screen
11. Hepatitis series
12. Workers' Compensation Initial evaluation and treatment
13. X-rays

In addition, provide your proposed fee for testifying in court deposition or other proceedings. Be specific and indicate whether the fee is an hourly rate, an annual retainer or a per-candidate fee.

**B. Personnel**

**1. Staff Physicians**

Give the name, title, and provide a curriculum vitae of the physicians who would be conducting the pre-employment physical examinations. All degrees, licenses and certifications shall be listed for each individual.

**2. Support Personnel**

Give the name, title and provide a curriculum vitae of the individuals serving as staff support to the physicians/medical group. All degrees, licenses, certification and training shall be listed for each individual.

**C. Facilities**

Describe the medical facility in terms of proximity to City of Fountain Valley City Hall and accessibility; adequacy of space; and assurance of privacy.

**D. Scheduling**

Indicate your current business hours, appointment availability, and average patient waiting times. Also, specify your procedure for after-hours medical care for your patients.

**E. Equipment and Services**

Describe in detail the types of testing equipment and services your facility provides including x-ray, spirometry, audiometry, vision testing, EKG, immunizations and laboratory. Include a description of the scope of services available, the Technician's training and qualifications, and the methods

employed to assure proper supervision and quality control. Also specify which tests if any would need to be conducted off-site.

F. Prior Experience

Describe current or prior experience in providing physical examinations, testing and medical treatment for public agencies and private enterprises. Be specific and identify each agency/enterprise, the name of an official of the organization who may be contacted for reference, his/her telephone number and the length of time your office has been providing such services.

G. Communication and Feedback of Health Information

Describe the methods you use to ensure the City shall receive timely verbal and written communication regarding examination results. Indicate the average "turn around" time for pre-employment medical examination results.

H. Privacy Interests

Frequently, litigants subpoena employment medical records. Describe your procedures in the event you receive such a subpoena.

I. Disabled Candidates

Please describe your knowledge of pre-employment fitness laws and requirements as they pertain to the hiring/accommodation of disabled candidates.

J. Other Information and Requirements

1. Include any additional information about your firm/self which you feel will aid the City in evaluating your competence, capabilities and resources.
2. Provide a copy of your current malpractice insurance policy certificate as part of your proposal.
3. Provide a statement that the proposed fees will be guaranteed for the term of the initial agreement.
4. Provide copies of all forms, reports and notices used in the rendering of its services.

K. Other Information

1. Any changes to this RFP will be made by written addendum. No verbal modification will be binding. The City shall not, in any event, be liable for any pre-contractual expenses incurred by the proposer. The proposer shall not include any such expenses as part of the price as proposed in response to this RFP.
2. The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any agreement will be awarded to any proposer responding to this RFP. The City expressly reserves the right to postpone proposal opening for its own convenience and to reject any and all proposals responding to this RFP without indicating any reasons for such rejection(s). The City reserves the right to make its award on subjective factors and will not be awarding this contract solely on the basis of the lowest bid received.
3. The proposal shall be signed and dated by the person authorized to bind your firm and should state the number of days your offer will remain firm after date of signature, as well as the person to be appointed as the City's representative. Negotiations may or may not be conducted with proposers. Hence, the offer should include the proposer's most favorable terms and conditions since the selection may be made without discussions with any proposer. Alternate proposals are welcome, such as hourly or flat rates.
4. In the performance of the terms of any contract resulting from this proposal, the contractor or provider agrees that he/she will not engage in nor permit subcontractors, where applicable as he/she may employ, from engaging in discrimination in employment of persons because of race, color, national origin or ancestry, age, sex, handicap, or religion of such persons, unless permitted by law.
5. No assignment by the contractor of contract or any part thereof resulting from this proposal, or of funds to be received therefrom, will be recognized by the City unless such assignment has had prior written approval and consent of the City. City will specifically be contracting for the services of the individuals in the firm making the proposal, and the qualifications of those individuals will be a material inducement for the award of the contract.



# CITY OF FOUNTAIN VALLEY CITY COUNCIL COUNCIL ACTION REQUEST

To: Honorable Mayor and  
Members of the City Council

Agenda Date: November 17, 2015

SUBJECT: Rejection of All Bids and Authorization to Re-Advertise for Graffiti Abatement Services

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## **EXECUTIVE SUMMARY:**

On September 17, 2015, the City advertised for graffiti abatement services with a closing bid date of October 15<sup>th</sup>. During the bidding period, questions were raised regarding prevailing wages. Staff contacted the State Department of Industrial Relations (DIR) and the attorney for the City for clarification and found that charter cities are the only entities allowed to exempt graffiti abatement from the prevailing wage requirement. Subsequently, staff issued a bid addendum confirming that this is a prevailing wage contract.

On October 15, 2015, two bids were received. One included prevailing wages and the other did not. To ensure that all bidders are providing bids based upon the same prevailing wage rate schedule, which will reduce the risk for the City regarding prevailing wages for graffiti abatement services, staff recommends that the City Council reject all bids and authorize staff to re-advertise for graffiti abatement services.

## **DISCUSSION:**

Staff prepared a performance specification and, on September 17, 2015, solicited bids from various vendors for graffiti abatement services.

During the bidding period, questions were raised regarding prevailing wages. Staff contacted the State Department of Industrial Relations (DIR) and the Attorney for the City for clarification and found that charter cities are the only entities allowed to exempt graffiti abatement from the prevailing wage requirement. Subsequently, staff issued a bid addendum confirming that this is a prevailing wage contract.

On October 15, 2015, in response to the City's Invitation For Bid (IFB), the City received two (2) proposals, all of which were to be rated utilizing a Best Value System with five major scoring criteria as outlined below:

- 1) 40% Cost
- 2) 35% Ability to Provide Services
- 3) 15% Previous Performance & References
- 4) 5% Conformance to Specifications
- 5) 5% Value Added Offerings

The following are the bid prices submitted for the first bid process:

<u>Ranking</u>	<u>Price Quoted</u>
Woods Maintenance Services, Inc.	\$ 49,608.00
Superior Graffiti Solutions	\$ 86,112.00

The low price shown above did not provide for prevailing wages. The higher price did. To ensure that all bidders are providing bids based upon the same prevailing wage rate schedule, which will reduce the risk for the City regarding prevailing wages for graffiti abatement services, staff recommends that the City Council reject all bids and authorize staff to re-advertise for graffiti abatement services.

Typically, when bids are re-advertised, prices have a tendency to increase. There isn't adequate bid information to predict this possibility. Even though this might be the case for a re-bid, the new bids received will be better representative of the proper prevailing wage rate for graffiti abatement services, which will reduce the risk for the City regarding prevailing wages for graffiti abatement services. Staff will review the proposed scope of work and procurement process prior to re-issuing the bids specifications for cost efficiencies.

### **FINANCIAL ANALYSIS**

The proposed Fiscal Year 2015/16 budget amount for graffiti abatement services is \$70,000.

### **ATTORNEY REVIEW:**

The Attorney for the City has been consulted regarding this proposed action and concurs with the recommended approach.

### **ALTERNATIVES:**

**Alternative No. 1:** Reject all bids and authorize staff to re-advertise for graffiti abatement services. This is the recommended action.

**Alternative No. 2:** Award a contract to the low bidder, Woods Maintenance Services, Inc., in the amount of \$49,608.00. This is not recommended as there is a potential that prevailing wages and identification of the proper prevailing wage rate may become a contract dispute or result in action by the DIR.

**Alternative No. 3:** Reject the bids, but do not authorize staff to re-advertise for bids. This is not recommended as graffiti abatement is an important service to provide and is best suited to be provided by contract resources.

**RECOMMENDATION:**

It is recommended that the City Council approve Alternative No. 1, which is to reject all bids and authorize staff to re-advertise for graffiti abatement services.

Prepared by:	Betsy Eglash, Management Analyst/Public Works
Approved by:	Mark Lewis, Director of Public Works/City Engineer
Procurement Review by:	Cathy Wagner, Purchasing Manager
Fiscal Review by:	David Cain, Finance Director/Treasurer
Approved by:	Bob Hall, City Manager



# CITY OF FOUNTAIN VALLEY CITY COUNCIL COUNCIL ACTION REQUEST

To: Honorable Mayor and  
Members of the City Council

Agenda Date: November 17, 2015

**SUBJECT: Approval to Issue a Purchase Order in the Amount of \$78,528.53 for Payment of the Annual Software Maintenance Support Invoice from Tyler Technologies for Incode Software.**

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## **EXECUTIVE SUMMARY:**

On October 7, 2003 the Council approved a contract with Tyler Technologies to purchase software for the replacement of the City's then outdated financial system. Under the terms of that software license agreement, in order to receive ongoing software support and upgrades for the system, the City is required to pay an annual maintenance amount for ongoing software and network support. Therefore, it is staff's recommendation that the Council approve issuance of a Purchase Order in the amount of \$78,528.53 for payment of the annual software maintenance support invoice from Tyler Technologies for the Incode software.

## **DISCUSSION:**

Under the terms of the original purchase agreement with Tyler Technologies the City of Fountain Valley, is required to purchase software support for the modules used by the City. The following modules, as listed on the invoice, are included for support.

- Secure Signatures
- Each Logo
- Each Signature
- Custom Form Overlay
- ITRON Utility Handheld
- LF Financial Suite Interface
- LF CRM Suite Interface
- AcuCorp AcuServer
- Utility Lock Box Payment Interface
- Data Disaster Service (DDRS) \*
- Custom Credit Card Drafting
- Extract File for XC2
- Distributed Time Sheet Entry
- Incode Customer Relationship Suite
- General Ledger
- Budget Preparation
- Check Reconciliation
- General Ledger JE Import

- Accounts Payable
- Purchase Orders
- Fixed Assets
- Payroll / Personnel
- Employee Management
- Position Control / Budgeting
- Utility CIS System
- CIS Contact Management
- CIS Property Management
- Central Cash Collection
- U/SQL Data Dictionary
- Forms Overlay

\* This module includes nightly offsite backup of our data for Disaster Recovery.

### **FINANCIAL ANALYSIS:**

The proposed annual support invoice for the City's current Financial System with Tyler Technologies covers a twelve (12) month period. This current invoice reflects a 5% cost increase over last year's invoice.

2015 Annual Software Maintenance Invoice                      \$78,528.53

Funds for these support services were included in the City's 2015-16 Budget. During the 2015-16 Budget Adoption process, Council approved a previous Purchase Order to Tyler Technologies, which did not include the 5% cost increase, that PO will be voided.

### **ATTORNEY REVIEW:**

City Attorney reviewed and approved the original contract with Tyler Technologies (Incode) in 2003, the terms of which have not changed. This item is simply seeking approval to issue a Purchase Order for payment of the 2015-16 annual support and software maintenance agreement.

### **ALTERNATIVES:**

**Alternative No.1:** Approve payment of the annual software maintenance support invoice with Tyler Technologies for the City of Fountain Valley's Financial Software (Incode) in the amount of \$78,528.53.

**Alternative No. 2:** Do not approve payment of the invoice, and direct staff to find an alternative way to provide software support for the City's Financial System.

**RECOMMENDATION:**

Approve issuance of a Purchase Order in the amount of \$78,528.53 for payment of the annual software maintenance support invoice from Tyler Technologies for the Incode software.

Approved By: Leland A. Pratt, Information Systems Manager

Procurement Review by: Cathy Wagner, Purchasing Manager

Fiscal Review by: David Cain, Finance Director/ Treasurer

Approved By: Bob Hall, City Manager

Attachment (1) Tyler Technologies Invoice # 025-132251



**Remittance:**  
 Tyler Technologies, Inc.  
 (FEIN 75-2303920)  
 P.O. Box 203556  
 Dallas, TX 75320-3556

# Invoice

<b>Invoice No</b>	<b>Date</b>	<b>Page</b>
025-132251	09/01/2015	1 of 3

Empowering people who serve the public®

**Questions:**

Tyler Technologies - Local Government  
 Phone: 1-800-772-2260 Press 2, then 2  
 Fax: 1-866-673-3274  
 Email: ar@tylertech.com



Bill To: Fountain Valley, CA, City of  
 10200 Slater Avenue  
 Fountain Valley, CA 92708-4736

Ship To: Fountain Valley, CA, City of  
 10200 Slater Avenue  
 Fountain Valley, CA 92708-4736

<b>Customer No.</b>	<b>Ord No</b>	<b>PO Number</b>	<b>Currency</b>	<b>Terms</b>	<b>Due Date</b>
43024	56362		USD	NET30	10/01/2015

Date	Description	Units	Rate	Extended Price
Contract No.: Fountain Valley, CA, City				
	Secure Signatures	1	50.96	50.96
	Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016			
	General Ledger	1	6,231.46	6,231.46
	Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016			
	Budget Preparation	1	0.00	0.00
	Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016			
	Check Reconciliation	1	0.00	0.00
	Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016			
	General Ledger JE Import	1	623.13	623.13
	Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016			
	Accounts Payable	1	3,740.21	3,740.21
	Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016			
	Purchase Orders	1	4,155.63	4,155.63
	Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016			
	Fixed Assets	1	2,306.29	2,306.29
	Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016			
	Payroll/Personnel	1	4,155.63	4,155.63
	Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016			
	Employee Management	1	3,145.21	3,145.21
	Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016			
	Position Control/Budgeting	1	3,145.21	3,145.21
	Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016			
	Utility CIS System	1	15,939.12	15,939.12
	Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016			
	CIS Contact Management	1	1,679.14	1,679.14
	Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016			
	CIS Property Management	1	1,679.14	1,679.14
	Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016			
	Central Cash Collection	1	4,194.52	4,194.52
	Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016			
	Business License	1	3,565.99	3,565.99
	Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016			
	U/SQL Data Dictionary	1	2,515.36	2,515.36
	Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016			
	Forms Overlay	1	2,098.61	2,098.61
	Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016			



**Remittance:**  
 Tyler Technologies, Inc.  
 (FEIN 75-2303920)  
 P.O. Box 203556  
 Dallas, TX 75320-3556

# Invoice

Invoice No	Date	Page
025-132251	09/01/2015	2 of 3

Empowering people who serve the public®

**Questions:**

Tyler Technologies - Local Government  
 Phone: 1-800-772-2260 Press 2, then 2  
 Fax: 1-866-673-3274  
 Email: ar@tylertech.com

Bill To: Fountain Valley, CA, City of  
 10200 Slater Avenue  
 Fountain Valley, CA 92708-4736

Ship To: Fountain Valley, CA, City of  
 10200 Slater Avenue  
 Fountain Valley, CA 92708-4736

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
43024	56362		USD	NET30	10/01/2015

Date	Description	Units	Rate	Extended Price
	Secure Signatures	1	1,259.70	1,259.70
	Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016			
	Each Logo	1	0.00	0.00
	Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016			
	Each Signature	1	0.00	0.00
	Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016			
	Custom Form Overlay	1	419.44	419.44
	Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016			
	ITRON Utility Handheld Meter-Reader Interface	1	628.50	628.50
	Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016			
	LF Financial Suite Interface	1	738.39	738.39
	Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016			
	LF CRM Suite Interface	1	738.39	738.39
	Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016			
	AcuCorp AcuServer	1	498.52	498.52
	Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016			
	Basic Network Support Services	1	1,341.44	1,341.44
	Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016			
	Utility Lock Box Payment Interface	1	588.30	588.30
	Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016			
	DDRS-Annual	1	7,299.96	7,299.96
	Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016			
	New Custom Credit Card Drafting Interface	1	951.25	951.25
	Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016			
	Extract File for Import into XC2	1	284.12	284.12
	Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016			
	Distributed Time Sheet Entry	1	1,754.91	1,754.91
	Maintenance: Start: 01/Oct/2015, End: 30/Sep/2016			
	Encode Customer Relationship Suite - Utility HH Meter-Reader Interface w/ Scheduler	1	2,800.00	2,800.00
	Maintenance Start: 01/Oct/2015, End: 30/Sep/2016			



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# Invoice

Invoice No	Date	Page
025-132251	09/01/2015	3 of 3

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 Fax: 1-866-673-3274  
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Bill To: Fountain Valley, CA, City of  
 10200 Slater Avenue  
 Fountain Valley, CA 92708-4736

RECEIVED

Ship To: Fountain Valley, CA, City of  
 10200 Slater Avenue  
 Fountain Valley, CA 92708-4736

AUG 17 2015

ACCOUNTS PAYABLE

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
43024	56362		USD	NET30	10/01/2015

Date	Description	Units	Rate	Extended Price
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Subtotal	78,528.53
Sales Tax	0.00
Invoice Total	78,528.53



# CITY OF FOUNTAIN VALLEY

## COUNCIL ACTION REQUEST

To: Honorable Mayor and  
Members of the City Council

Agenda Date: November 17, 2015

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 Ending September 30, 2016

---

### **EXECUTIVE SUMMARY:**

The City was awarded a \$1 million allocation of Federal Regional Surface Transportation Program (RSTP) funds for arterial paving projects during the Federal Fiscal Year ending September 30, 2016. In order to receive the federal funds, the City must establish a Disadvantaged Business Enterprise (DBE) Program. Approving the attached resolution will establish a DBE program, designate a DBE Liaison Officer, and establish a DBE goal.

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 ending September 30, 2016.

### **DISCUSSION:**

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, staff recommends 4% as an appropriate DBE participation goal.

The upcoming City projects using federal funds for Federal Fiscal Year ending September 30, 2016 include:

<b>Project</b>	<b>Budget</b>	<b>RSTP</b>	<b>DBE (4%)</b>
1. TI273: Edinger Ave. Resurfacing Project	\$1,500,000	\$500,000	\$20,000
2. TI272: Harbor Blvd. Resurfacing Project	\$1,600,000	\$500,000	\$20,000

Approving the attached resolution will establish the parameters of the DBE Program, including establishment of the City's DBE goal at 4%. Through the program, the City will be compliant with federal regulations regarding DBE provisions in federally funded projects. DBE firms include small, minority and/or women owned businesses.

**ALTERNATIVES:**

**Alternative No. 1:** 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 ending September 30, 2016. 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) program for City projects receiving federal funding for the Federal Fiscal Year ending September 30, 2016. 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.

**FINANCIAL ANALYSIS:**

Failure to adopt the resolution establishing a DBE Program could cause the City to lose the ability to secure the \$1 million allocation of Federal RSTP funds for the projects.

**ATTORNEY REVIEW:**

The Attorney for the City has reviewed and approved the attached resolution.

**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 ending September 30, 2016.

Council Action Request  
Resolution to Establish a DBE Program  
November 17, 2015

Prepared by: Steven Hauerwaas, Environmental Services Administrator

Approved by: Mark Lewis, Director of Public Works/City Engineer

Procurement Review by: Cathy Wagner, Purchasing Manager

Fiscal Review by: David Cain, Finance Director/Treasurer

Approved by: Bob Hall, City Manager

Attachment: Resolution

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOUNTAIN VALLEY TO ESTABLISH A DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM FOR CITY PROJECTS RECEIVING UNITED STATES ECONOMIC STIMULUS FUNDING FOR THE FEDERAL FISCAL YEAR ENDING SEPTEMBER 30, 2016**

**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 its own Disadvantaged Business Enterprises (DBE) Plan and Program; (2) designate a DBE Liaison Officer; and (3) establish a goal for the federal fiscal year beginning October 1, 2015 and ending September 30, 2016; and

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

**WHEREAS**, the City of Fountain Valley wishes to establish a DBE goal of 4% the federally funded projects; and

**NOW, THEREFORE**, be it **RESOLVED** that the City of Fountain Valley does hereby establish 4% as its DBE goal and appoints the Environmental Services Administrator as DBE Liaison Officer for the federal fiscal year beginning October 1, 2015 and ending September 30, 2016.

PASSED and ADOPTED this \_\_\_\_\_ day of November 17, 2015.

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:  
HARPER & BURNS LLP



\_\_\_\_\_  
Attorneys for the City



**CITY OF FOUNTAIN VALLEY  
CITY COUNCIL  
COUNCIL ACTION REQUEST**

To: Honorable Mayor and  
Members of the City Council

Agenda Date: November 17, 2015

SUBJECT: Approval of a Resolution of the Fountain Valley City Council adopting the Measure M2 annual Expenditure Report for 2015

---

**EXECUTIVE SUMMARY:**

In November 2006, Orange County voters approved the renewal of Measure M, the half-cent sales tax for transportation improvements measure. With the approval of Measure M2, voters agreed to a continued investment of local tax dollars in Orange County's transportation for another 30 years.

One of the provisions of Measure M2 requires that all agencies receiving funds under the measure file an annual Expenditure Report that must be approved by Council through a City Resolution. Staff has prepared and attached to this action request the City's annual report for the fiscal year ended June 30, 2015.

**DISCUSSION:**

Orange County continues to grow; responding to this continued growth and broad support for investment in Orange County's transportation system, the Orange County Transportation Authority considered the transportation projects and programs that would be possible if Measure M were renewed. The Authority, together with the 34 cities of Orange County, the Orange County Board of Supervisors and thousands of Orange County citizens worked to get the successful Measure M program renewed. The voters agreed to renew Measure M and the program is now referred to as Measure M2.

As part of the renewed program strong taxpayer safeguards were put in place to ensure that promises made in the plan are kept. They include an annual independent audit and report to the taxpayers; ongoing monitoring and review of spending by an independent Taxpayer Oversight Committee; requirement for full public review and update of the Plan every ten years; voter approval for any major changes to the Plan; strong penalties for any misuse of funds and a strict limit of no more than one percent for administrative expenses.

In order to remain in compliance with these new reporting requirements agencies are required to prepare and adopt by Council Resolution an annual Expenditure Report.

Below is a summary of revenues and expenditures.

<b>Description</b>	<b>Revenues*</b>	<b>CIP Expenditures</b>
M2 2015 Allocation	\$976,550	\$493,190
Senior Mobility Program	74,289	28,844
Water Quality	99,645	99,645
<b>TOTAL</b>	<b>\$1,150,484</b>	<b>\$621,679</b>

*\*Includes Interest Earnings*

Measure M2 capital project funds were used to improve both citywide and regional signal retiming/synchronization improvements. Regional signal projects included Warner, Talbert and Edinger. Street rehabilitation was completed on Ward-Garfield and Euclid-Slater/Warner.

**FINANCIAL ANALYSIS**

There is no direct cost to the City of Fountain Valley associated with the approval of the Resolution and the annual Measure M2 Expenditure Report. However failure to do so would jeopardize future Measure M2 funding.

**ATTORNEY REVIEW:**

The Attorney for the City has previously reviewed the Resolution.

**ALTERNATIVES:**

**Alternative No.1:** Approve the Resolution and annual Measure M2 Expenditure Report.

**Alternative No. 2:** There are no viable alternatives.

**RECOMMENDATION:**

Staff recommends approval of the Resolution and annual Measure M2 Expenditure Report.

Prepared By: David D. Cain, Finance Director/Treasurer

Procurement Review by: Cathy Wagner, Purchasing Manager

Approved By: Bob Hall, City Manager

Attachment 1: Annual Measure M2 Expenditure Report

Council Action Request  
Approval of a Resolution adopting the annual Measure M2 Expenditure Report  
November 17, 2015  
Page 3

Attachment 2: Resolution

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOUNTAIN VALLEY ADOPTING THE ANNUAL MEASURE M2 EXPENDITURE REPORT**

**RECITALS**

**WHEREAS**, Local Transportation Authority Ordinance No. 3 requires local jurisdictions to adopt an annual Expenditure Report to account for Net Revenues, developer/traffic impact fees, and funds expended by local jurisdiction which satisfy the Maintenance of Effort requirements; and

**WHEREAS**, the Expenditure Report shall include all Net Revenue fund balances, interest earned and expenditures identified by type and program or project; and

**WHEREAS**, the Expenditure Report must be adopted and submitted to the Orange County Transportation Authority each year within six months of the end of the local jurisdiction's fiscal year to be eligible to receive Net Revenues as part of Measure M2.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Fountain Valley, does hereby inform OCTA that:

- a) The M2 Expenditure Report is in conformance with the M2 Expenditure Report Template provided in the Renewed Measure M Eligibility Guidelines and accounts for Net Revenues including interest earned, expenditures during the fiscal year and balances at the end of fiscal year 2015.
- b) The M2 Expenditure Report for end of fiscal year 2015 is hereby adopted for the City of Fountain Valley.

**PASSED, APPROVED, AND ADOPTED** this 17<sup>th</sup> day of November 2015.

\_\_\_\_\_  
Steve Nagel, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

///  
///  
///  
///

Approved As To Form

HARPER & BURNS LLP

A handwritten signature in cursive script, appearing to read 'H. Burns', written in black ink.

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Attorney for the City

**M2 Expenditure Report**  
**Fiscal Year Ended June 30, 2015**  
**Beginning and Ending Balances**

Description	Line No.	Amount
<b>Balances at Beginning of Fiscal Year</b>		
M2 Fairshare	1	\$ 1,243,772
M2 Fairshare Interest	2	\$ 10,459
M2 CTFP	3	\$ -
M2 CTFP Interest	4	\$ -
Other M2 Funding	5	\$ 25,615
Other M2 Interest	6	\$ 34
Other*	7	\$ -
<b>Balances at Beginning of Fiscal Year (Sum Lines 1 to 7)</b>	8	<b>\$ 1,279,880</b>
Monies Made Available During Fiscal Year	9	\$ 1,161,068
<b>Total Monies Available (Sum Lines 8 &amp; 9)</b>	10	<b>\$ 2,440,949</b>
Expenditures During Fiscal Year	11	\$ 621,679
<b>Balances at End of Fiscal Year</b>		
M2 Fairshare	12	\$ 1,737,591
M2 Fairshare Interest	13	\$ 10,243
M2 CTFP	14	\$ -
M2 CTFP Interest	15	\$ -
Other M2 Funding	16	\$ 71,060
Other M2 Interest	17	\$ 375
Other*	18	\$ -

\* Please provide a specific description

CTFP - Comprehensive Transportation Funding Programs

Line 5 - Reflects the net of revenue and expenditures for mobility funds

All amounts are being reflected in "Other M2 Funds"

Last year revenues were shown on Line 5 and expenditures

on Line 15 but were all mobility funds not "other"

## M2 Expenditure Report

### Fiscal Year Ended June 30, 2015

### Sources and Uses

Description	Line No.	Amount
<b>Revenues:</b>		
M2 Fairshare	1	\$ 976,550
M2 Fairshare Interest	2	\$ 10,243
M2 CTFP (Project O)	3	
M2 CTFP Interest	4	
Other M2 Funding**	5	\$ 173,934
Other M2 Interest	6	\$ 341
Other*	7	\$ -
<b>TOTAL REVENUES (Sum lines 1 to 7)</b>	<b>8</b>	<b>\$ 1,161,068</b>
<b>Expenditures:</b>		
M2 Fairshare	9	\$ 482,731
M2 Fairshare Interest	10	\$ 10,459
M2 CTFP (Project O)	11	
M2 CTFP Interest	12	
Other M2 Funding** Senior Mobility/Water Quality	13	\$ 128,489
Other M2 Interest	14	
Other*	15	\$ -
<b>TOTAL EXPENDITURES (Sum lines 9 to 15)</b>	<b>16</b>	<b>\$ 621,679</b>
<b>TOTAL BALANCE (Subtract line 16 from 8)</b>	<b>17</b>	<b>\$ 539,390</b>

\* Please provide a specific description

\*\* Please provide breakdown of "Other M2 Funding". Other M2 Funding includes funding received and/or funds expended by Local Agencies from any other M2 program besides Project O (Regional Capacity Program) and Project Q (Local Fair Share Program).

Revenues				
Project Description	Project	Amount	Interest	Total
Freeway Environmental Mitigation	A-M	\$ -	\$ -	\$ -
Regional Traffic Signal Synchronization Program	P	\$ -	\$ -	\$ -
High Frequency Metrolink Service	R	\$ -	\$ -	\$ -
Transit Extensions to Metrolink	S	\$ -	\$ -	\$ -
Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	T	\$ -	\$ -	\$ -
Senior Mobility Program or Senior Non-Emergency Medical Program	U	\$ 74,289.06	\$ 341.41	\$ 74,630.47
Community Based Transit/Circulators	V	\$ -	\$ -	\$ -
Safe Transit Stops	W	\$ -	\$ -	\$ -
Water Quality Program	X	\$ 99,645.00	\$ -	\$ 99,645.00
<b>Total</b>		<b>\$ 173,934.06</b>	<b>\$ 341.41</b>	<b>\$ 174,275.47</b>

Expenditures				
Project Description	Project	Amount	Interest	Total
Freeway Environmental Mitigation	A-M	\$ -	\$ -	\$ -
Regional Traffic Signal Synchronization Program	P	\$ -	\$ -	\$ -
High Frequency Metrolink Service	R	\$ -	\$ -	\$ -
Transit Extensions to Metrolink	S	\$ -	\$ -	\$ -
Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	T	\$ -	\$ -	\$ -
Senior Mobility Program or Senior Non-Emergency Medical Program	U	\$ 28,843.83	\$ -	\$ 28,843.83
Community Based Transit/Circulators	V	\$ -	\$ -	\$ -
Safe Transit Stops	W	\$ -	\$ -	\$ -
Water Quality Program	X	\$ 99,645.00	\$ -	\$ 99,645.00
<b>Total</b>		<b>\$ 128,488.83</b>	<b>\$ -</b>	<b>\$ 128,488.83</b>

**M2 Expenditure Report**  
**Fiscal Year Ended June 30, 2015**  
**Streets and Roads Detailed Use of Funds**

Type of Expenditure	Line No.	*MOE	+ Developer / Impact Fees	M2 Fairshare	M2 Fairshare Interest	M2 CTFP	M2 CTFP Interest	Other M2	Other M2 Interest	Other	TOTAL
<b>Administration (Indirect &amp; Overhead)</b>	1			\$ 51,921							\$ 51,921
<b>Construction &amp; Right-of-Way</b>											
New Street Construction	2										\$ -
Street Reconstruction	3										\$ -
Signals, Safety Devices, & Street Lights	4			\$ 74,370							\$ 74,370
Pedestrian Ways & Bikepaths	5										\$ -
Storm Drains	6										\$ -
Storm Damage	7										\$ -
<b>Total Construction<sup>1</sup></b>	8	-	-	74,370	-	-	-	-	-	-	\$ 74,370
Right of Way Acquisition	9										\$ -
<b>Total Construction &amp; Right-of-Way</b>	10	-	-	74,370	-	-	-	-	-	-	\$ 74,370
<b>Maintenance</b>											
Patching	11	\$ 418,812									\$ 418,812
Overlay & Sealing	12			\$ 356,440	\$ 10,459						\$ 366,899
Street Lights & Traffic Signals	13	\$ 1,126,829									\$ 1,126,829
Storm Damage	14										\$ -
Other Street Purpose Maintenance	15	853,185									\$ 853,185
<b>Total Maintenance<sup>1</sup></b>	16	2,398,827	-	356,440	10,459	-	-	-	-	-	\$ 2,765,726
<b>Other</b>	17							128,489			\$ 128,489
<b>GRAND TOTALS (Sum Lines 1, 10, 16, 17)</b>	18	\$ 2,398,827	\$ -	\$ 482,731	\$ 10,459	\$ -	\$ -	\$ 128,489	\$ -	\$ -	\$ 3,020,506

\* Local funds used to satisfy maintenance of effort (MOE) requirements

\$ 493,190

+ Transportation related only

\$ 621,679

<sup>1</sup> Includes direct charges for staff time



**M2 Expenditure Report**  
**Fiscal Year Ended June 30, 2015**

I certify that the interest earned on Net Revenues allocated pursuant to the Ordinance shall be expended only for those purposes for which the Net Revenues were allocated and all the information attached herein is true and accurate to the best of my knowledge:

David D. Cain  
\_\_\_\_\_  
Director of Finance (Print Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Finance Signature



**CITY OF FOUNTAIN VALLEY  
CITY COUNCIL  
COUNCIL ACTION REQUEST**

To: Honorable Mayor and  
Members of the City Council

Agenda Date: November 17, 2015

SUBJECT: Acceptance of Proposal and Award of Contract to Richard Brady and Associates in an Amount Not to Exceed \$580,000 for Preparation of Plans, Specifications and Estimates for the Rehabilitation of Reservoir No. 2, Project No. WU846 and Appropriation of the Full Project Amount of \$6,000,000 in the Fiscal Year 2015/16 Water Enterprise Fund

---

**EXECUTIVE SUMMARY:**

In response to the City's Request for Proposal (RFP) for the preparation of Plans, Specifications and Estimates (PS&E) for the Rehabilitation of Reservoir No. 2, the City received proposals from five (5) engineering firms that specialize in this work. The selection process is based on the level of professional qualifications, proposed project team, project understanding and approach, and local area of experience on projects of a similar nature. After fully analyzing each of the proposals and interviewing the three (3) top ranked engineering firms, staff ranked Richard Brady and Associates' (Brady) proposal the highest.

This project is entirely funded by proceeds from the Water Revenue Bonds in the amount of \$6,000,000. Phase 1 (PS&E for the Rehabilitation of Reservoir No. 2) will take place in FY 2015/16 in the amount of \$580,000. Continued appropriations for Phase 2 (Construction and construction management for the Rehabilitation of Reservoir No. 2) will remain until the project is complete.

Staff recommends City Council accept the proposal and award a contract to Richard Brady and Associates in an amount not to exceed \$580,000 for preparation of plans, specifications and estimates for the Rehabilitation of Reservoir No. 2, Project No. WU846 and appropriate the full project amount of \$6,000,000 in the Fiscal Year 2015/16 Water Enterprise Fund.

**DISCUSSION:**

Reservoir No. 2 was constructed in 1971. The four (4) booster pumps and control system at this facility need to be replaced and upgraded. Converting the three (3) natural gas engines and one (1) electric jockey pump to variable frequency drives (VFD) will increase efficiency and save energy. The three (3) natural gas engines are over 30

years old, have exceeded their normal service life and may not comply with the future exhaust emission standards set by AQMD. Also, due to the age of these engines, more maintenance and service is required. The new VFDs and control system will be housed in a newly constructed pump house building. The addition of an emergency standby generator is also recommended to power this station in the event of a power outage. Additionally, the concrete reservoir tank itself will need to be analyzed to ensure compliance with current seismic and structural codes.

In addition to examining the feasibility of the improvements necessary to allow for the rehabilitation of Fountain Valley Reservoir No. 2, the City has requested that the consultant also evaluate all of the following options and provide final design for one of them based on the City's decision:

- 1) Deny roof access to the public, remove the basketball court from the top of the reservoir tank and relocate the basketball court to an area in the park.
- 2) Maintain access for the basketball court and other activities and provide ADA access.
- 3) Deny public access and provide for a solar energy array.
- 4) Deny roof access to the public with no additional rooftop provisions.

Brady's proposal includes design elements to address these needs, in addition to the overall upgrade and improvement of the equipment, building and concrete tank at Reservoir No. 2. Construction for the required rehabilitation is anticipated to begin in FY 2017/18.

The City issued RFPs to nine (9) engineering firms that are capable of providing the necessary PS&E. Proposals were received from AKM, Brady, Civil Source, MWH and RBF. All five (5) firms possess the ability to provide the necessary PS&E for the rehabilitation of Reservoir No. 2.

After reviewing the five (5) proposals, interviews were scheduled with the top 3 ranking firms: AKM, Brady and MWH. During the interview process, MWH did not demonstrate a clear and complete scope of the project; instead focusing their presentation on a menu based approach. While the project team for AKM included a highly renowned structural engineer, the team as a whole did not demonstrate the experience and approach to this project that staff felt best suited the City's needs. Brady demonstrated that they had the staff, including Max Dykmans, PE, SE, that would produce the most efficient design. Max Dykmans is the former owner of DYK Incorporated, the company that was involved in the original design of Reservoir No. 2, so he brings valuable history to this project. He is also a long-time AWWA D110 Committee member and was instrumental in

developing today's Standard for concrete reservoirs. Staff has determined that the proposal from Brady contains the highest level of professional experience and the proposed project team will provide the best product for the City. All firms submitted a resource allocation as part of their proposals. AKM and Brady proposed similar levels of resources while MWH's proposal was too resource intensive for the intended scope.

Brady's original fee for the preparation of the PS&E was \$584,607. Staff worked with Brady and was able to negotiate a reduced fee of \$580,000 while still providing all of the proposed services and scope of work.

In accordance with Government Code Section 4526 as amended by AB419, staff is recommending Brady as the best qualified firm to prepare the PS&E for the Rehabilitation of Reservoir No. 2. Government Code Section 4526 states that a city shall select architectural, environmental, surveying, and engineering firms on the "basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required." Government Code Section 4528 provides that contracts for these services are negotiated with the "best qualified firm" at compensation that is fair and reasonable.

**FINANCIAL ANALYSIS**

<b>Funding Source</b>	<b>FY 2015/16</b>	<b>FY 2016/17</b>
Water Revenue Bonds	\$580,000	\$5,420,000
<b>Total</b>	<b>\$580,000</b>	<b>\$5,420,000</b>
FY 2015/16 PS&E (Brady's Proposed Fee)		\$580,000
FY 2016/17 Construction Budget Estimate		\$5,420,000
<b>Total Project Budget</b>		<b>\$6,000,000</b>

**ATTORNEY REVIEW:**

The Attorney for the City has reviewed and approved the contract for consultant services with Brady.

**ALTERNATIVES:**

**Alternative No.1:** Accept the proposal and award a contract to Richard Brady and Associates in an amount not to exceed \$580,000 for preparation of Plans, Specifications and Estimates for the Rehabilitation of Reservoir No. 2, Project No. WU846 and appropriate the full project amount of \$6,000,000 in the Fiscal Year 2015/16 Water Enterprise Fund. This is the recommended action.

**Alternative No. 2:** Reject the proposals and do not proceed with the project. This alternative is not recommended as the three (3) natural gas engines are over 30 years old, have exceeded their normal service life and may not comply with the future exhaust emission standards set by AQMD. Also, due to the age of these engines more maintenance and service is required. Additionally, the concrete tank needs further evaluation and possible upgrade to ensure compliance with current seismic and structural codes.

**RECOMMENDATION:**

It is recommended that City Council approve Alternative No. 1, which is to accept the proposal and award a contract to Richard Brady and Associates in an amount not to exceed \$580,000 for preparation of Plans, Specifications and Estimates for the Rehabilitation of Reservoir No. 2, Project No. WU846 and appropriate the full project amount of \$6,000,000 in the Fiscal Year 2015/16 Water Enterprise Fund.

Prepared by: Betsy Eglash, Public Works Management Analyst

Reviewed by: Mark Sprague, Utilities Manager

Approved by: Mark Lewis, Director of Public Works/City Engineer

Procurement Review by: Cathy Wagner, Purchasing Manager

Fiscal Review by: David Cain, Finance Director/Treasurer

Approved by: Bob Hall, City Manager

Attachment 1: Brady Consultant Services Contract

Attachment 2: Brady Technical Proposal

Attachment 3: Brady Cost Proposal

Attachment 4: Brady Insurance

**AGREEMENT FOR CONSULTANT SERVICES**  
**CON – 15 – \_\_\_**

THIS AGREEMENT is made and effective as of November 17, 2015, between the City of Fountain Valley, a municipal corporation ("City") and Richard Brady and Associates, a corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**1. TERM**

This Agreement shall commence on November 17, 2015, and shall remain and continue in effect until tasks described herein are completed, but in no event later than the City of Fountain Valley City Council accepts the improvements for the Rehabilitation of Reservoir No. 2 WU846, unless sooner terminated 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, engineering services related to the Reservoir 2 Rehabilitation Project WU846.

**3. PERFORMANCE**

Consultant shall at all times faithfully, competently and to the best of his/her 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.

**4. CITY MANAGEMENT**

City's Director of Public Works/City Engineer or his designee shall represent City in all matters pertaining to the administration of this Agreement, 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 which enlarge the Tasks to be Performed or change Consultant's compensation, subject to Section 5 hereof.

## **5. PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates, terms and schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed FIVE HUNDRED EIGHTY THOUSAND DOLLARS AND 00/100 (\$580,000.00) for the total term of the 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 which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed twenty-five thousand dollars (\$25,000.00). Any additional work in excess of this amount shall be approved by the City Council.

(c) Consultant will submit invoices for actual services performed. Consultant shall be paid at the conclusion of the work. Payment shall be made within thirty (30) days thereafter. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

## **6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least thirty (30) days prior written notice. Upon receipt of said notice, the consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the 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, the 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 the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 5.

## **7. DEFAULT OF CONSULTANT**

(a) The 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 the Consultant. If such failure by the

Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the 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.

## **8. OWNERSHIP OF DOCUMENTS**

(a) Consultant shall maintain complete and accurate records with respect to the plans, specifications, estimates, drawings, design calculations, letters, reports, and testing results of the Reservoir No. 2 Rehabilitation Project WU846 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 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 and 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 the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

## **9. INDEMNIFICATION**

(a) Indemnification for Professional Liability. 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

which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

(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.

(d) Indemnity Provisions for Contracts 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 percent 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.

## **10. INSURANCE**

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached to and part of this Agreement.

## **11. INDEPENDENT CONSULTANT**

(a) Consultant is and shall at all times remain as to the City a wholly independent Consultant. 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 whatever 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 the 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 9, 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.

## **12. LEGAL RESPONSIBILITIES**

The 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. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

## **13. UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Fountain Valley 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 of Fountain Valley 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 the City to any and all remedies at law or in equity.

## **14. 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 the Project performed under this Agreement.

**15. 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.

**16. 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:

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

To Consultant:              Richard Brady & Associates  
   Attn: Richard Brady  
   3710 Ruffin Road  
   San Diego, California 92123

**17. ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only Richard Brady shall perform the services described in this Agreement.

Richard Brady may use assistants, under its 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 Richard Brady from Consultant's employ. Should he/she leave Consultant's employ, the 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 Manager and the Consultant.

**18. 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.

**19. GOVERNING LAW**

The 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 the municipal, superior or federal district court with jurisdiction over the City of Fountain Valley.

**20. 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.

**21. MODIFICATION**

No modification to this agreement shall be effective unless it is in writing and signed by authorized representatives of the parties hereto.

**22. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL**

Consultant is bound by the contents of the City’s Request for Proposal, Exhibit D hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit A hereto. In the event of conflict, the requirements of City's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

**23. AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

**24. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF FOUNTAIN VALLEY

CONSULTANT

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Signature

ATTEST:

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Title

APPROVED AS TO FORM:  
HARPER & BURNS LLP

  
\_\_\_\_\_  
Attorneys for the City

# CITY OF FOUNTAIN VALLEY

## PROPOSAL FOR:

### ENGINEERING SERVICES FOR THE DESIGN FOR THE REHABILITATION OF THE CITY OF FOUNTAIN VALLEY RESERVOIR NO.2

PROJECT NO. WU846

September 17, 2015



Prepared for:



Prepared by:

# BRADY

18837 Brookhurst Street, Suite 103

Fountain Valley, California 92708

Phone: 619/701-1956

Email: [rbrady@rbrady.net](mailto:rbrady@rbrady.net)

# BRADY

September 17, 2015

Robin Roberts, City Clerk  
City Clerk's Office  
City of Fountain Valley  
10200 Slater Avenue  
Fountain Valley, CA 92708

**Subject: Proposal for Engineering Consulting Services for the Rehabilitation of the City of Fountain Valley Reservoir No. 2, Project No. WU846**

Dear Ms. Roberts,

Thank you for inviting Richard Brady & Associates (BRADY) to submit a Proposal for Engineering Consulting Services for the Rehabilitation of the City of Fountain Valley's Reservoir No. 2.

This Proposal provides BRADY's qualifications to perform and to manage a project of such critical importance. BRADY understands that Reservoir No. 2 must provide reliable and safe drinking water to Fountain Valley's citizens at all times. The site must also be safe for maintenance workers and from unauthorized access. We believe our extensive project experience with the planning, study, design, rehabilitation, and construction of water storage reservoirs of all shapes, types, and sizes, as well as the many appurtenant structures, is unmatched by any other team of professionals.

I am privileged to serve as the Principal in Charge and the Project Manager for this contract. *I have spent most of my engineering career planning, designing, and implementing more than 50 individual reservoir projects in the United States*, so the opportunity to personally contribute my expertise to you and the City of Fountain Valley will be my pleasure. I will be supported by a team of industry experts that shares my personal commitment to this project's success, including:

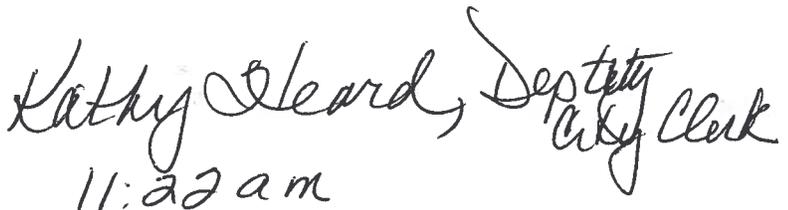
- Max Dykmans, P.E., S.E., former owner of DYK Incorporated, is an expert in concrete reservoir design, construction, and rehabilitation. *His experience includes over 1,000 concrete reservoirs and the rehabilitation of many concrete reservoirs and accompanying roof structures.* His resume includes the original design of Reservoir No. 2 for the City of Fountain Valley.
- Howard Johnson, former Utilities Manager for the City of Huntington Beach, will serve as our Operations and Hydraulics Manager for this project, bringing a valuable operations perspective to our engineering design.
- Lee Biggers, S.E., will serve as our Project Structural Engineer, bringing over 40 years of relevant experience on a vast number of reservoir projects, most notably the award-winning 21.5 MG Overmyer reinforced concrete reservoir project for the City of Huntington Beach.

We look forward to serving the City of Fountain Valley on this extremely important project. If we may be of further service or answer questions, please contact me at (619) 701-1956 or by email at [rbrady@rbrady.net](mailto:rbrady@rbrady.net).

Sincerely,



Richard Brady, PE, BCEE  
President and CEO



11:22 am

Richard Brady & Associates

18837 Brookhurst Street, Suite 103 Fountain Valley, California 92708

[www.richardbrady.com](http://www.richardbrady.com)



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*"The Water Department has always received nothing but excellence from BRADY and this is another fine example of their fine work."*

*Steven DeFrates*

*Marine Corps Base Camp Pendleton*

*"BRADY's commitment to quality control addressed many problems that could have negatively impacted Miramar Treatment Plant's ability to treat raw water."*

*Eric B. Jimerson*

*Plant Process Control Electrical Supervisor  
City of San Diego, Water Department*



## 1.0 IDENTIFICATION OF OFFERING FIRM

Incorporated on May 3rd, 1999, BRADY is a San Diego-based engineering, construction, and construction management firm, having a satellite office in Fountain Valley. BRADY serves utilities, public agencies, the federal government, and the private sector with a locally-based team of engineers, CADD designers, environmental scientists, geologists and support staff. We focus on water infrastructure; including reservoir rehabilitation, master planning of water treatment plants, water treatment plant rehabilitation, reservoirs and related facilities, and the design, construction, and construction management of pipelines, pump stations, flow control facilities and water production wells.

<b>COMPANY NAME AND ADDRESS</b>	<b>RICHARD BRADY &amp; ASSOCIATES</b> 18837 Brookhurst Street, Suite 103 Fountain Valley, California 92708
<b>OWNER/PRINCIPAL</b>	Richard Brady, PE, BCEE
<b>TELEPHONE OF CONTACT PERSON FOR THIS PROPOSAL</b>	Richard Brady (619) 701-1956 rbrady@rbrady.net

BRADY brings 16 years of applicable expertise, with locally-based personnel to execute this contract. Our team’s expertise is uniquely aligned with the City’s scope of services. Our staff includes Max Dykmans, former owner of DYK Incorporated and designer of Fountain Valley Reservoir No. 2. We have a long history of servicing Southern California municipalities and have received numerous awards for innovation and quality.

### Subconsultant Partners

We understand that the timely completion of the City of Fountain Valley’s Reservoir No. 2 Rehabilitation project is crucial to the residents and the City. BRADY has developed a team of trusted subconsultants to augment BRADY’s internal staff and ensure the reservoir rehabilitation is finished on time and within budget, while exceeding the City’s expectations.

Discipline	Firm Name	Contact Person	Firm Address	Firm Telephone & Fax
<b>Architecture</b>	Platt Whitelaw Architects	Alison Whitelaw	4034 30th Street, San Diego, CA 92104	Tel: 619-546-4326 Fax: 619-546-4350
<b>Landscape Architecture</b>	KTU+A	Kurt Carlson	3916 Normal Street, San Diego, CA 92103	Tel: 619-294-4477 Fax: 619-294-9965
<b>Geotechnical</b>	American Geotechnical	Arumugam Alvappillai	22725 Old Canal Road, Yorba Linda, CA 92887	Tel: 714-685-3900 Fax: 714-685-3909
<b>Topographic Survey</b>	Coast Survey	Nick Coates	15031 Parkway Loop, Suite B Tustin, CA 92780-6527	Tel: 714-918-6266 Fax: 714-918-6277
<b>HVAC</b>	Bender Dean Engineering	Mark Bender	438 Camino Del Rio S Suite 217 San Diego, CA 92108	Tel: 619-704-1900 Fax: 858-427-1608

## 2.0 FIRM EXPERIENCE

BRADY has earned the trust of customers including commercial, municipal, local, state and federal government clientele. Currently, BRADY holds engineering contracts with numerous Southern California municipal clients that include:

- Metropolitan Water District of Southern California
- Cities of Anaheim, Buena Park, Huntington Beach, Santa Ana, and Newport Beach
- East Orange County Water District
- Orange County Water District
- Mesa Water District
- Municipal Water District of Orange County
- Laguna Beach County Water District



BRADY's Award-Winning Alvarado Reservoir with Solar Panels on Roof

BRADY has assembled a highly skilled team with relevant specialized experience in each critical scope element of the City of Fountain Valley's Reservoir No. 2 rehabilitation project. The following sections present the relevant project experience of our firm and key personnel, an organizational chart identifying BRADY's key personnel and sub-consultants, resumes of key personnel, acknowledgement of receipt of RFP addenda, proposed project schedule, technical approach to performing the City's scope of work, exceptions to the requirements of the City's RFP, and a job hour allocation and percentage of each individual's time devoted to this project.

Richard Brady, P.E., BCEE, a recognized expert in water and wastewater engineering and reservoir design, will personally manage this project. His expertise will provide the City of Fountain Valley with the highest level of professional experience on this important project.

### Innovative, Award-Winning Designs

BRADY has designed and/or constructed numerous water and wastewater reservoirs and pump stations throughout Southern California. The quality and innovation that BRADY brings to our projects is best demonstrated by the acknowledgement our work has received in the engineering community.

Our work at the Alvarado Water Treatment Plant, which included the rehabilitation and replacement of 77 million gallons of storage, received the 2013 American Society of Civil Engineers Outstanding Civil Engineering Project Award. BRADY's Overmyer Booster Pump Station and 21.5 MG Reservoir project for the City of Huntington Beach won the 2007 Outstanding Local Government Engineering Project Award by the Orange County Engineering Council. BRADY's work for the 1.5 MG Reservoir Roof Replacement at NAF El Centro earned an Outstanding Evaluation (the highest possible) from the Navy and was recognized for safety excellence. BRADY's work on the Utilities Operations Yard Expansion and Upgrade for the City of Huntington Beach won the 2011 Best Award and APWA Project of the Year.

The BRADY team will bring this same commitment to excellence and spirit of innovation to the City of Fountain Valley.



## RELEVANT PROJECT EXPERIENCE

The following table summarizes BRADY's relevant project experience in the last 5 years. Each of these projects was completed on time, on budget and to the clients' satisfaction.

Project Name	Client Information	Work Completed/ Schedule Adherence	Key Personnel	Durations
<b>Overmyer Reservoir, Booster Pump Station and Operations Yard</b>	City of Huntington Beach Project Mgr. Debbie DeBow 714-536-5528	Provided the design and construction documents for the upgrade of existing 21.5 MG reservoir, replacement of an existing pump station, and a new operations building.	Rick Brady, PE, BCEE Sean Manning, PE, BCEE Lee Biggers, PE, SE Roland Rossmiller, PE, BCEE Howard Johnson	2001-2011
<b>Peck Reservoir Booster Pump Station Electrical Upgrades</b>	City of Huntington Beach Project Mgr. Jay Kleinheinz 714-374-1512	Prime contractor for electrical, mechanical, and structural upgrades to provide dual mechanical/electrical drive capabilities for 4 existing 350 HP pumps.	Richard Brady, PE, BCEE Roland Rossmiller, PE, BCEE Lee Biggers, PE, SE Howard Johnson Ben Sharon, PE Ryan Nishimura, PE Ryan Fane, PE	Design 2010 – Ongoing (100% review currently in progress)
<b>Whitegates Reservoir and Pump Station</b>	City of Riverside Habib Hariri Project Mgr. 951-826-5304	Prime contractor for construction of two replacement reservoirs, booster pump station, and connection of pipelines. Design, demolition of existing reservoirs, excavation, construction, testing, SCADA, and other professional services.	Rick Brady, PE, BCEE Lee Biggers, PE, SE Roland Rossmiller, PE, BCEE Scott Shroyer, PE, LEED AP Ben Sharon, PE	2007 - 2010
<b>6MG Peters Canyon Reservoir, Phase 1 &amp; 2</b>	EOCWD Project Mgr. Lisa Ohlund 714/538-5815	Prepared design recommendation and cost estimate to repair the deteriorating roof, including masonry wall repair, and equipment replacement.	Richard Brady, PE, BCEE Howard Johnson Lee Biggers, PE, SE	Evaluation and Design 2011 - 2013



## PAST PROJECT EXPERIENCE

Additional project experience is highlighted below. These are representative examples of BRADY's work, provided for the City's reference.

Project Name	Client Information	Work Completed/ Schedule Adherence	Key Personnel	Durations
<b>Design-Build Operate &amp; Maintain (DBOM) Project P-1043</b>	NAVFAC SW Project Mgr. Bill O'Neil 760-488-7755	Sub-consultant and designer of record for both electrical and instrumentation and control (I&C) systems for a new wastewater treatment plant and conveyance facilities at Marine Corps Base Camp Pendleton.	Ben Sharon, PE Ryan Nishimura, PE Larry Guerrero	2009 - Ongoing
<b>Alvarado Water Treatment Plant</b>	City of San Diego Senior Civil Engineer Iraj Asgharadeh 619-533-5105	Provided Ongoing project management, construction management, master planning, and civil engineering support for design and construction of expansion of Alvarado's WTP.	Richard Brady, PE, BCEE	2001-2013
<b>Vandenberg Air Force Base</b>	United States Air Force Project Mgr. Edwin Nichols 805-757-6419	Provided professional engineering services for the replacement of a 4MG prestressed reservoir and underground vault structure.	Rick Brady, PE, BCEE Lee Biggers, PE, SE Danielle Stephens, PE, LEED AP	2007 - 2010
<b>GTC 220</b>	KAHRAMAA, Doha, Qatar Mohammed Mansoori +1 974 5554 9466	Design and built two 18MG prestressed concrete reservoirs.	Max Dykmans, PE, SE	2008 - 2010



### 3.0 CONSULTANT TEAM

BRADY’s commitment to Fountain Valley’s Reservoir No. 2 Rehabilitation project is demonstrated by the experience and credentials of our team members. BRADY’s organizational chart is provided in Figure 3.1. BRADY’s team is led by our President and CEO, **Richard Brady, P.E., BCEE**, and is comprised of nationally recognized experts in water reservoir design and construction. Rick has committed his 35 year professional engineering career to the planning, designing, and construction of water-related infrastructure. His experience includes more than 50 separate reservoir projects in the United States. His designs have received recognition and awards, including the ASCE’s Outstanding Civil Engineering Achievement Award in 2011.

**Max Dykmans, PE, SE**, Vice President of BRADY and former owner of DYK Incorporated, will provide structural and seismic engineering. Max is a recognized authority in the industry for his expertise in concrete reservoir design, construction, and rehabilitation. His experience includes design, construction, and/or rehabilitation of over 1,000 individual concrete reservoirs and accompanying roof structures. Max brings valuable history to this project; his former company, DYK Inc., was involved in the original design of Res. No. 2 for the City of Fountain Valley. Mr. Dykmans was a long-time AWWA D110 Committee member and is well known in the industry. He was instrumental in developing today’s Standard. The predominant seismic sections of the Standard were developed under his direction.

**Howard Johnson**, President of BRADY’s Engineering Services and former Utilities Manager for the City of Huntington Beach, will serve as Technical Advisor and Quality Control Manager for this project. In this capacity, he will bring a valuable operations perspective to our engineering design. Howard has 30 years of “hands on” experience with operating distribution systems and reservoirs, and therefore is an invaluable asset for this project to provide a solution with consideration of the operator’s perspective. Howard is well known and respected throughout the Los Angeles and Orange County water world. He will be an important contributor to assessing the hydraulic efficiency of Reservoir No. 2.

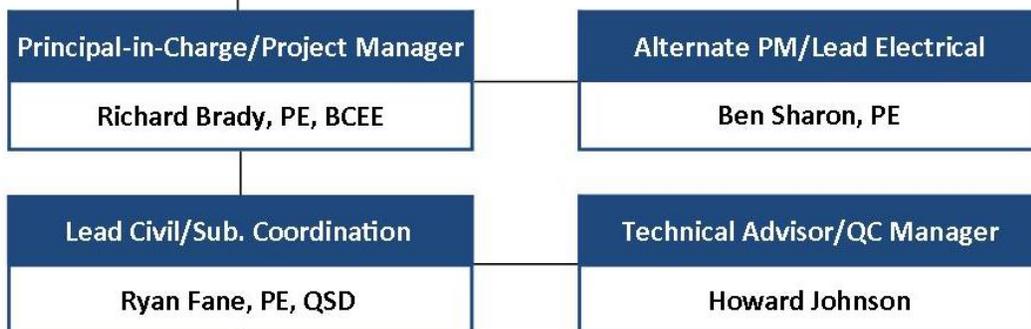
**Lee Biggers, PE, SE** will provide structural and seismic engineering support. Lee has 40 years of relevant structural engineering experience on a vast number of reservoir projects, most notably the award-winning 21.5 MG Overmyer reinforced concrete reservoir project for the City of Huntington Beach. Lee is thoroughly versed in and knowledgeable of all current building codes and regulatory structural requirements.

**Ben Sharon, PE**, will serve as the **Alternate Project Manager** and Lead Electrical Engineer. Ben is highly experienced in pump stations, instrumentation and controls, and SCADA systems. He has relevant reservoir and pump station experience that will benefit the project. Ben will work closely with Rick and the project team in the delivery of this project.

This principal team is supported by BRADY’s civil, structural, electrical, and mechanical engineers, and by specialized sub-consultants. Figure 3.1 presents BRADY’s organizational chart and identifies the time commitment of key staff to this project.



**Figure 3.1 Organizational Chart and Time Commitment of Key Staff**



Supporting Engineering Disciplines			
<u>Structural/Seismic</u>	<u>Electrical/I&amp;C/SCADA</u>	<u>Mechanical</u>	<u>Civil</u>
R. Lee Biggers, PE, SE	Ryan Nishimura, PE	Roland Rossmiller, PE	Danielle Stephens, PE, LEED AP
Max Dykmans, PE, SE	Larry Guerrero		Jim Wageman, PE

\* Note: Bold font indicates resume is included within proposal

Supporting Subconsultants
<b>Architecture:</b> Alison Whitelaw, FAIA, LEEDap BD+C —Platt Whitelaw Architects
<b>Landscape Architecture:</b> Kurt Carlson, ASLA, CPRS—KTU&A
<b>Geotechnical:</b> Arumugam Alvappillai, Ph.D., PE, GE—American Geotechnical
<b>Topographic Survey:</b> Ruel del Castillo, PLS—Coast Survey
<b>HVAC:</b> Mark Bender, PE— Bender Dean Engineering

**OFFICE LOCATION:**

This consultant team will draw engineering resources primarily from BRADY’s San Diego office, with technical support and QA oversight from BRADY’s Fountain Valley office. Please note that BRADY will not charge for travel for San Diego-based personnel.



## KEY PERSONNEL

A matrix summarizing the experience and qualifications of key personnel follows.

Key Personnel	Degree(s)	Registration	Years Exp.	Expertise
<b>Rick Brady</b>	BS Civil Engineering	PE BCEE	35	Reservoirs; civil engineering; value engineering; project management
<b>Ben Sharon</b>	BS Electrical Engineering; MS Electrical Engineering	PE	13	Electrical engineering; instrumentation and controls; SCADA system design and installation
<b>Howard Johnson</b>	BA Business Admin.	State Licensed Water Treatment Operator	35	Reservoir and water treatment plant operations and maintenance; hydraulics. Certified Waukesha mechanic.
<b>Ryan Fane</b>	BS Civil Engineering	PE, QSD	13	Civil engineering; project management; sub consultant coordination; plan and constructability review
<b>Max Dykmans</b>	BS Civil Engineering	PE, SE	50	Reservoir design, construction and rehabilitation; seismic and structural engineering
<b>Lee Biggers</b>	BS, MS Civil Engineering	PE, SE	41	Seismic and structural engineering; reservoir design and rehabilitation
<b>Ryan Nishimura</b>	BS Electrical Engineering	PE	10	Electrical engineering; instrumentation and controls; SCADA system design and installation
<b>Larry Guerrero</b>	AS Engineering Design		31	CADD; engineering design
<b>Roland Rossmiller</b>	BS Civil Engineering MS Civil Engineering	PE BCEE	44	Mechanical engineering; pump station design; reservoir design and rehabilitation; QA/QC oversight



<b>Danielle Stephens</b>	BS Civil Engineering	PE LEED AP CQM	11	Civil engineering; reservoir design, construction, and rehabilitation; construction management and support
<b>Jim Wageman</b>	BS Civil Engineering MS Civil Engineering	PE CQM	33	Civil engineering; pump station design; pipeline, pump and vent system design; construction management
<b>Cory Cunningham</b>	BS Construction Management MBA	General Contractor EIT LEED AP	20	Engineering and construction management, construction support, cost estimating
<b>Alison Whitelaw</b>	BS Architecture	Architect LEED AP GD+C	43	Architecture; focus on green building and sustainable design incorporating solar elements
<b>Kurt Carlson</b>	BS Landscape Architecture	Landscape Architect	32	Landscape architecture; focus on drought-tolerant and California-native design, water conservation, and smart growth urban design
<b>Arumugam Alvappillai</b>	BS Civil Eng. MS Structural Eng. PhD Geotechnical Eng.	PE GE	23	Geotechnical engineering; seismic hazard analysis; expansive soils, foundation engineering, slope stability, landslide and earthquake engineering
<b>Ruel del Castillo</b>	BS Land Surveying	PLS	33	Topographic survey; mapping; CADD and data management
<b>Mark Bender</b>	BS Environmental Eng.	PE LEED AP	33	Mechanical engineering and HVAC for new and remodeled structures; focus on energy efficiency and sustainability



### Resume Summaries of Key Personnel

#### Education

B.S. Civil Engineering  
San Diego State  
University  
Leading Professional  
Service Firms  
Management Program,  
Harvard Business  
School

#### Licenses &

#### Certifications

PE, CA (#36175)  
Diplomat, American  
Academy of  
Environmental  
Engineers, (97-20026)

#### Years Experience

Total - 35

**Richard Brady, PE, BCEE. Principal-in-Charge/Project Manager.** Rick is the founder, President and Chief Executive Officer of BRADY. His expertise includes predesign, design, value engineering, construction management, and start-up services for large drinking water reservoirs, treatment plants, and pump stations. He is an internationally-recognized water engineer, and a contributing author to the AWWA's "Water Treatment Plant Design". His design experience includes more than 50 relevant reservoir projects and nationally-acclaimed water treatment facilities.

**Specific Relevant Projects:** Principal-in-Charge of every project in BRADY's 16-year history, including all reservoir and pump station projects.

Additional projects include:

- Seismic Evaluation Study of Three Concrete Reservoirs City of Cerritos
- Overmyer Booster Station and Reservoir Rehabilitation (City of Huntington Beach)
- 35 MG Earl Thomas Reservoir Demolition and Replacement Project
- 3.2 MG Santa Ynez Reservoir (Santa Ynez River Water Conservation District)
- Two Partially Buried 21 MG Prestressed Concrete Reservoirs (City of San Diego)
- San Carlos Pump Station Rehabilitation Project (City of San Diego)

#### Education

B.S. Electrical  
Engineering University  
of Idaho, Moscow, ID  
Master of Engineering,  
Electrical Engineering  
University of Idaho,  
Moscow, ID

#### Licenses &

#### Certifications

Professional Electrical  
Engineer, California,  
No. 18798

#### Years Experience

Total - 14

**Ben Sharon, PE. Alternate Project Manager/Lead Electrical Engineer.**

Mr. Sharon is a registered California Electrical Engineer and leads the BRADY electrical engineering department. His technical expertise includes power systems design and analysis, industrial control systems design and radio frequency communications system design in the public works sector. He has served as the engineer of record for electrical and control systems for complex projects ranging up to \$120M and has managed turnkey design-build SCADA replacement and improvement projects for federal and municipal clients.

**Specific Relevant Projects:**

- Electrical Engineer of Record for \$120M Design, Build, Operate and Maintain (DBOM) Northern Regional Tertiary Treatment Plant and pump station at Marine Corps Base Camp Pendleton
- Project Manager and Electrical and Control Systems Engineer of Record for City of Buena Park SCADA System Replacement
- Electrical & Control Systems Engineer of Record NAS Jacksonville B780 Industrial Wastewater Treatment Plant Upgrades
- Project Manager, Electrical Engineer of Record for City of Huntington Beach Peck Reservoir Booster Pump Station Electrical Upgrades



**Education**

B.S. Civil Engineering  
University of California  
Riverside

**Licenses &  
Certifications**

PE, CA (No. C69783)  
Qualified Storm Water  
Pollution Prevention  
Plan Developer (No.  
22747)  
California Emergency  
Management Agency  
Safety Assessment  
Program (Cal EMA SAP  
ID# 68249)

**Years Experience:** 13

**Ryan Fane, PE, QSD. Lead Civil Engineer/Sub consultant Coordinator.**

Mr. Fane is a registered engineer with relevant experience in engineering and construction with a variety of public works, industrial, federal, and commercial projects for both design-bid-build, and design-build contracts. Specific areas of practice include reservoirs, pump stations, pipelines, water treatment, wastewater treatment, water reuse systems, and storm water facilities.

**Specific Relevant Projects:**

- Engineer of Record for reservoir site improvements and pump station upgrades to the two primary concrete reservoirs in the City of Huntington Beach, which are Peck (17 MG) and Springdale (9 MG)
- Project Manager for improvements Lower Otay Reservoir
- Lead Civil Engineer for 1350 Reservoir PS&E, City of Redlands, CA
- QA/QC Engineer for Avenue 48 Reservoir and Booster Pump Station, City of Coachella, CA
- Lead Design Engineer for Elsinore Valley Municipal Water District – Horsethief Canyon Water Reclamation Facility (HCWRF) Preliminary Design Report and Expansion including pump station and WWTP

**Education**

B.S. Business admin.,  
Columbia University,  
New Orleans, LA

**Licenses &  
Certifications**

State Licensed Water  
Treatment Operator  
  
Department of Public  
Health certified in  
Bacteriological Quality  
and General Physical  
Analyses  
  
Certified Waukesha  
Mechanic

**Years Experience:** 35

**Howard Johnson. Technical Advisor/QC Manager.** Mr. Johnson served as the Utilities Manager for the City of Huntington Beach, CA (population 200,000+) before joining BRADY in 2010. He was responsible for the developing supply/demand strategies to cost-effectively produce and deliver approximately 36,000 acre-feet annually and operated and maintained over 500 miles of pipeline, 11 groundwater well facilities, 3 import water connections, 4 reservoirs, 3 booster stations, 15 flood control stations and water operations yard facilities. Mr. Johnson has a 35 year background and experience in planning, engineering and design of water facilities and SCADA systems.

**Specific Relevant Projects:**

- Owner’s Project Manager/Claims Resolution – 21.5MG Overmyer Reservoir Rehabilitation and Structural Upgrade; Huntington Beach, CA (City of Huntington Beach)
- Owner’s Project Manager on the 9 MG Design/Build Springdale Reservoir
- Owner’s Project Manager on the 17 MG Peck Reservoir for the City of Huntington Beach, CA



**Education**

M.S., Civil Engineering,  
San Diego State  
University, 1973

B.S., Civil Engineering  
with Honors, North  
Carolina State  
University, 1964

**Licenses &  
Certifications**

Structural Engineer,  
California, No. S1825  
Civil Engineer,  
California, No.C18330  
NCEES, No.22539

**Years Experience:** 40

**R. Lee Biggers, PE, SE. Lead Structural/Seismic Engineer**

Mr. R. Lee Biggers, is BRADY's Principal Structural Engineer and currently provides structural engineering and review on a wide range of project types. Mr. Biggers brings over 40 years of structural engineering experience, and has been responsible for the structural design of construction projects collectively totaling over \$500M in construction cost. He has prepared PS&E packages, provided structural design, assessed structural stability and load-bearing capacities, and conducted seismic evaluations for new and existing structures. Reflecting his contributions to the profession, Mr. Biggers was inducted as a Fellow of the Structural Engineers Association of California.

**Specific Relevant Projects:**

- Structural Engineer for the 21.5MG Overmyer Reservoir Rehabilitation and structural project for the City of Huntington Beach
- Structural Engineer for the City of Huntington Beach Utilities Operations Yard upgrade project
- Structural Engineer on the Peck Reservoir Pump Station Upgrades project for the City of Huntington Beach
- Structural Engineer on the Whitegates Reservoir and Pump Station project for the City of Riverside

**Education**

B.S. Electrical  
Engineering, University  
of California, San Diego

**Licenses &  
Certifications**

Professional Electrical  
Engineer, California,  
No. 20050

**Years Experience**

Total - 10

**Ryan Nishimura, PE. Electrical Engineer, I&C and SCADA.**

Mr. Nishimura is a Professional Electrical Engineer with 10 years of experience. His technical expertise includes security and safeguard systems and his field experience includes installation and startup/commissioning of electrical and industrial control systems. He has extensive background and experience in electrical engineering and design of I&C systems and SCADA for water facilities and related infrastructure.

**Specific Relevant Projects:**

- Electrical engineer for SCADA replacement, City of Buena Park, CA
- Electrical engineer for the Design, Build, Operate and Maintain Northern Regional Tertiary Treatment Plant project at Marine Corps Base Camp Pendleton. The plant I&C system used distributed Allen Bradley PLCs which interface to a SCADA system in the Control Building providing operators the ability to monitor and control the plant from locations across the Base.
- Electrical and control systems designer for Whitegates Reservoirs #1 and #2, City of Riverside. This project involved the design of two buried reinforced concrete reservoirs (total 9MG) and two buried booster pumping stations. Provided design, programming, commissioning and startup services for the on PLCs and OITs.



**Education**

B.S. Civil Engineering,  
University of Nebraska

M.S. Civil Engineering  
University of Nebraska

**Licenses &  
Certifications**

Professional Engineer,  
CA No. C23190

**Years Experience:** 44

**Roland Rossmiller, PE, BCEE. Lead Mechanical Engineer**

Mr. Rossmiller is a registered engineering with focused experience is in planning, design, construction, and program management of municipal capital improvement projects. Over the course of his career, his project experience including dams, lakes, reservoirs, water and wastewater treatment facilities, pump stations, flow control facilities, pipelines, well drilling projects, and water supply master plans for municipal clients. Mr. Rossmiller’s experience includes engineering and management for public water suppliers as well as private sector engineering consulting.

**Specific Relevant Projects:**

- Mechanical design of Peck Reservoir Pump Station for City of Huntington Beach, CA
- Mechanical engineer of the Utilities Yard Generator Upgrade project for the City of Huntington Beach, CA
- Design engineer of two concrete reservoirs (9.0 MG total) and two water booster stations for the City of Riverside, CA
- Mechanical design of two 4 MG prestressed concrete reservoirs, 36” piping, pump station and control building at the Vandenberg Air Force Base (VAFB)

**Education**

B.S. Structural  
Engineering, University  
of California, San Diego

**Licenses &  
Certifications**

Professional Civil  
Engineer, California,  
No. 72327

LEED AP

**Years Experience**

Total - 11

**Danielle Stephens, PE, LEED AP**

Ms. Stephens is a reregistered engineer with experience in the civil and structural engineering. Her project experience involves management and quality control of design of reservoirs, pump stations and vertical structures. She has also provided overall management for the design and construction of various projects with structural, civil, architectural, mechanical, plumbing, and electrical discipline scope.

**Specific Relevant Projects:**

- Project Engineer on the expansion and upgrade of the Utilities Operations Yard for the City of Huntington Beach, CA
- Construction manager of a new water pump station which included a 25,000 gpm pumping station with four pumps and an electrical room at the 980-2 Pump Station in Chula Vista, CA
- Project engineer for the demolition of an existing yard structure, below/above-ground piping and utilities, construction support at the Lower Otay Reservoir, San Diego, CA.



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**Education**

B.S. Civil Engineering  
San Diego State  
University

**Licenses &  
Certifications**

Professional Engineer,  
CA No. 30377

Structural Engineer  
(OR, WY)

ACI, AWWA, ASCE &  
related Water Standard  
Committees

**Years Experience:** 50

**Max Dykmans, PE, SE. Structural/Seismic Engineer.**

Max Dykmans is a civil/structural engineer with 50 years of relevant experience in the design, rehabilitation, and construction of reservoirs and supporting infrastructure. Max has designed and/or constructed over 2 billion gallons of reservoir capacity; 500 MG in Southern California. Prior to joining BRADY in 2011, he was the Founder and President of DYK Incorporated, responsible for planning, development and coordination of multiple multi-million dollar projects from design phase through construction of prestressed concrete water and wastewater storage tanks. He has extensive experience assessing structural stability and load bearing capacity of structures, providing structural design for reservoirs, preparing technical memoranda, construction cost estimates, and record drawings. A long-time AWWA D110 Committee member and Industry recognized.

**Specific Relevant Projects:**

- 5MG prestressed Reservoir No. 2 for the City of Fountain Valley.
- Design and construction of 9MG Edwards Hill Reservoir and new booster pump station for City of Huntington Beach, CA.
- Designed and master planned over 100MG of reservoir storage for Irvine Ranch Water Company. The majority these reservoirs were buried underground for improved aesthetics and seismic protection.
- Design/construct 45MG reservoir storage for City of Garden Grove.



Richard Brady being presented the 2013 ASCE Opal Award for Outstanding Civil Engineering Project



## 4.0 SCOPE OF WORK

This section demonstrates BRADY's understanding of the project and our team's technical approach to executing the work. Our commitment is to provide the City of Fountain Valley with a top quality project completed on budget and on schedule. The BRADY team will deliver a design that is smarter, safer, and offers simplified solutions. Our cover letter contains a summary of the additional value the BRADY team will provide.

Our team's technical approach is based on the following information:

- The City's August 26, 2015 Request for Proposal
- Supporting technical references provided by the City
- Onsite inspection of pump station and external inspection of park and reservoir
- Knowledge of City of Fountain Valley's water system

Fountain Valley has identified two phases of work to complete the design, specifications, and engineering for improvements to allow for the rehabilitation and seismic upgrades of Fountain Valley Reservoir No. 2 and the new booster pump station. BRADY's approach to accomplishing the City's complete scope of work, while offering additional value and innovation, is described here-in.

### PROJECT MANAGEMENT

The BRADY team will be led by Principal-in-Charge and Project Manager, Richard Brady, PE, BCEE, who has the right mix of planning, monitoring and controlling to make sure the Fountain Valley Reservoir No. 2 project is completed on time, on budget and with the highest quality. Mr. Brady will be responsible for creating lines of communication, verbal and written, between the City and BRADY staff early in the design phase. Kick-off, design, review and progress meetings will be scheduled to ensure the highest level of attendance by the design team, the City and other stakeholders.

The ability to create and meet a project schedule is paramount to the success of the Fountain Valley Reservoir No. 2 project. BRADY has created a project schedule that we feel will provide the City with a realistic project duration, while ensuring the BRADY has adequate time to complete all tasks required. At this time we estimate the design effort to be approximately 12 months exclusive of City design reviews and City council approval.

BRADY takes pride in the quality of the designs prepared by our staff. BRADY's Principal-in-Charge and Project Manager, Richard Brady, PE, BCEE and the project team are required to follow formal quality assurance/quality control (QA/QC) procedures established by our internal QA/QC manager. BRADY's QA/QC procedures will involve independent review of technical memoranda, calculations, design drawings, and specifications throughout production. A project QA/QC Checklist will be meticulously maintained for this project.

All kick-off, design, review and regularly scheduled monthly progress meetings will be scheduled to allow for maximum attendance by the design team, the City, and other stakeholders as required. Each meeting will have an agenda that will be distributed a minimum of three business days before the meeting. The attendees will have the opportunity to provide comments on the agenda, if required. In the case of design review meetings, an additional review comment log will also be prepared and distributed. The preparation and distribution of the meeting minutes will be the responsibility of the Project Manager or his designee. Any comments or errors will be addressed with issuance of



## Engineering Consulting Services for the Rehabilitation of the City of Fountain Valley Reservoir No. 2, Project No. WU846

corrected minutes. BRADY will help to schedule and facilitate the two community meetings and will showcase the design renderings. The importance of the community meetings will be for the City residents to have a voice on the final design, layout of the reservoir roof and use of the park.

### Executive Summary

In Phase 1 and Phase 2, we will provide the City of Fountain Valley with all aspects of the Scope of Work listed in the RFP. Our preliminary concept design envisions a new pump station building while utilizing the existing pump cans and suction/discharge lines that are relatively new and operate efficiently. The new pump station will have a separate control room, restroom and above ground PRV and meter assembly. It will incorporate new VFD's, pumps and controls. An emergency generator will power 100% of the electrical need. Our team suggests restricted access to the reservoir by use of security fencing, matching the fence design at Reservoir No. 1. A new hatch, vent and ladder will be incorporated into our design and architectural renderings. We will also take into consideration the re-sloping of the foundation surrounding the reservoir and the installation of a new photovoltaic solar system and California friendly landscaping. The reservoir currently shares a common fill and suction line, we will design a new fill line that will enter the reservoir at a higher elevation which will enhance water circulation and water quality. This is the preferred method of the Department of Drinking Water. New sidewalks and lighting within the park and enhanced drainage along the channel wall will also be incorporated into our design and meetings with the City and the community. For all practicable purposes the findings of Phase 1 will be the ultimate decision making tool. Brady's team is excited to see what direction the City will eventually select. One thing for sure, the City of Fountain Valley and its citizens will be proud of this newly constructed and rehabilitated facility.

### Phase 1

#### RESEARCH AND EXISTING CONDITION ANALYSIS

Research and documentation of existing conditions and utilities is one of the most important aspects of a successful project. Our Team has reviewed available relevant existing documents, including technical reports, studies, plans and specifications, and as-built drawings. BRADY has researched the site geologic and seismic reports furnished with the RFP to support the design requirements and bid documents. During the preparation of this proposal, BRADY visited the project site to assess, on a preliminary level, any obvious challenges that will be considered in the design process.

BRADY, and necessary subcontractors, will conduct a site reconnaissance of Cordata Park and Reservoir No. 2 facilities with Fountain Valley personnel. This task will serve to inform the team of logistical considerations, site layout constraints, utility locations (both above ground and underground), residential property proximity, and other concerns. The Team will corroborate data on existing plans to confirm preliminary plans, layouts, locations of utilities, improvements and other related facilities.

#### TOPOGRAPHIC SURVEY

Our team will coordinate with the City of Fountain Valley to obtain/review the title report and any existing record survey information required to complete the preliminary design. Coast Survey will perform the topographical survey to locate site features such as top of curb (TC), flowline (FL), gutter lip, tank apron and appurtenances, above ground utilities, valve vaults,



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and other features within Cordata Park. Underground Service Alert (USA) will be contacted prior to the survey to locate and mark the underground utilities in Tanager Avenue. Specifically, sewer manholes and invert elevations will be surveyed to support the design of the sewer lateral for the new restroom at the pump station. The mapping of the project will include all of Cordata Park and extend about 50 feet beyond the limits, including portions of Tanager Avenue and Cordata Street, for a total of approximately 6.5 acres.

The survey control will be tied to the Californian State Plane, NAD83 horizontal coordinate system and tied vertically to the NAV Datum of 1988 with elevations derived from GPS observations. The base map will be in scale 1"=20' with 1 foot contours.

### **GEOTECHNICAL INVESTIGATION**

BRADY has partnered with American Geotechnical, Inc. to perform geotechnical and seismic evaluations. Our team has already conducted initial research on known geotechnical conditions. The Reservoir No. 2 site is located near the Los Angeles/Orange County Coastal Plain. The area is underlain by the broad, northwest-plunging, synclinal, Los Angeles structural basin which includes about 4,200 feet of relatively unconsolidated marine and non-marine sedimentary units. Recent soils include Holocene sheet flood and over bank deposits of the Santa Ana River. Site soils likely include sand, silty sand, and silt.

The GeoTracker GAMA website shows 3 active groundwater wells within 1.25 miles of the reservoir complex. Well records show depth to groundwater between 1.64 feet to 12 feet measured as recently as April of 2012. A detailed liquefaction and lateral spreading analysis will be required.

The site is located in a State of California Seismic Hazard Zone for Liquefaction. The site is not located in a State of California Seismic Hazard Zone for earthquake-induced landslides. The site is not located in a State of California Earthquake Fault Zone. The closest active faults are the Whittier Fault located north of the site and the Newport-Inglewood Fault located south of the site.

The BRADY team will research and review regional geologic, hydrogeological and geotechnical maps, documents and reports available from the County of Los Angeles, the California Geological Survey, and the U.S. Geological Survey. We will then prepare a Drilling Plan and submit to the City of Fountain Valley for review and approval. Field activities will be coordinated with City of Fountain Valley personnel.

Boring locations will be marked in the field and Underground Service Alert will be notified in advance of our intention to dig. Our team will perform excavation and detailed geotechnical logging of one exploratory boring. The boring will be excavated with a truck-mounted, 8-inch diameter hollow stem auger drill rig. The boring will extend to a maximum depth of 50 feet below ground surface or refusal, whichever is shallower.

All samples collected from the borings will be tested in their geotechnical laboratory to determine the engineering characteristics of the earth materials. The testing will include in-situ moisture and density, grain size distribution with hydrometer, atterberg limits, direct shear, consolidation, maximum density/optimum moisture curve, R-value, soil resistivity, pH, sulfates, chlorides, and corrosiveness.

American Geotechnical will review site-specific plans, reports, and documents provided by the City of Fountain Valley and will prepare site specific, probabilistic seismic hazard analysis based on a three-dimensional fault source model. Their analysis will provide a



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detailed characterization of the subsurface soil characteristics, ground motion parameters, preparation of Uniform Hazard Elastic Response Spectra for horizontal and vertical motions, evaluation of recorded seismicity in the region and evaluation of the potential secondary effects of seismic activity. The final report will cover the recommendations for design and construction of the new pump station foundation; seismic design parameters for reservoir rehabilitation; earthwork and grading recommendations including removals, over-excavation, subgrade preparation, and fill compaction; and corrosivity and chemical attack mitigation measures. The final report will be signed and stamped by a geotechnical engineer and engineering geologist licensed by the State of California.

### **CONDITION ASSESSMENT AND SEISMIC EVALUATION**

A condition assessment and seismic vulnerability analysis was performed by MWH in 2003. In 2005 a second seismic vulnerability analysis was performed by G&E Engineering with recommendations that both confirmed and contradicted the previous MWH analysis. Neither report contained information from a site-specific geotechnical investigation and both recommended that one be performed to verify assumed seismic design parameters. Our team will perform this critical investigation.

Because the California building codes (CBC) have been revised three times since 2005, the new seismic evaluation will determine what structural improvements are necessary for the reservoir roof, columns, walls, and/or foundation based on current codes. The Phase 1 scope of work includes performing the detailed structural analysis using results from the geotechnical investigation and existing record drawings to determine if the existing structure meets current building codes and the AWWA D110 Standard. The results of the condition assessment will identify what improvements will be designed in Phase 2 of the project that aren't specifically referenced in the RFP.

Based on the MWH and G&E reports, and our personal knowledge of this reservoir, we do not believe it will require major structural rehabilitation. We feel confident we can provide the City of Fountain Valley with cost effective and efficient repair/upgrade procedures.

We believe the cracks in the roof are caused by differential dryness stresses caused between the wet underside of the roof and the dry top of the roof. In Phase 2, our team will recommend the appropriate crack repair procedure and the roof membrane system to be used to minimize future roof cracking. A cursory review of the column design reveals they may be adequate depending on the final use of the reservoir roof. For example, public use of the reservoir roof will require a higher design live load. In Phase 2 we will design the columns for the required loads, including any roof upgrades.

An evaluation of the existing crack(s) in the reservoir corewall will be performed to ascertain their cause, their effect on the reservoir's structural integrity, and a recommended repair procedure.

Our team will evaluate the existing prestressing and its adequacy to withstand seismic ground motions, both vertically and horizontally. An exploratory investigation at the top of the wall will be made of the circumferential prestressing and shotcrete. We believe the existing prestressing is galvanized and, based on our past experience, will be found to be structurally sound. A review of the original construction drawings revealed the circumferential prestressing at the bottom of the wall was based solely on the hydrostatic



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pressure. No additional prestressing was added for seismic loading. Therefore, additional circumferential prestressing and shotcrete will need to be added for the full wall height to bring it up to current seismic code requirements. The appropriate prestressing and shotcrete design will be included in Phase 2.

In order to add additional circumferential prestressing, the backfill around the reservoir will need to be removed. The backfill removal will simultaneously address the current soil erosion that has taken place on the channel side of the reservoir. When the backfill is removed we will provide a cross check on the prestressing to make sure our assumptions on its condition are correct.

Approximately 15 years ago the City of Fountain Valley inspected the interior of the reservoir by diving. This report did not indicate any immediate concerns but a more recent investigation would be warranted and should be performed by the City. When the reservoir is eventually drained our team will perform a visual inspection of the interior. It should be noted that the reservoir should not be drained during the wet months because high groundwater could cause uplift pressure on the reservoir structure.

### **BASIS OF DESIGN MEMORANDUM**

BRADY will prepare a Basis of Design Memorandum (BODM) outlining the basis for final design of the improvements for the park, pump station, and reservoir while considering the impacts to the existing environment and any compatibility constraints. Specific topics to be analyzed and discussed in the report will include:

- Reservoir roof alternative analysis
- Pump station layout
- Emergency power
- Security and lighting
- Park improvements
- Piping and valve modifications
- Basketball court
- Cracks in reservoir corewall
- Prestressing requirements
- Current AWWA and CBC code requirements
- Seismic evaluation and design
- Interior inspection of reservoir

The basis of design memorandum will contain graphics; compare costs of the alternatives identified for the reservoir roof, basketball court, and solar array. Based on our review of the site and supporting RFP documents we recommend restricting public access to the roof due to safety concerns. There are no safety rails around the reservoir, which is a potential hazard due to the difference in elevation at the outside of the reservoir. The reservoir is also used as an obstacle for BMX riders that jump off the top of the roof with their bikes.

The current staircase is badly deteriorated and in an unsafe condition. It is recommended that the staircase be removed and grading around the reservoir be designed that allows for a curving ramp up to the reservoir roof to provide better access for maintenance staff.



Engineering Consulting Services for the Rehabilitation of the City of Fountain Valley Reservoir No. 2, Project No. WU846

Considering all options, the proposed alternative is to relocate the basketball court (if desired by the public) and provide a solar energy array on the existing roof with restriction to public access. We propose to survey the surrounding community to determine if a basketball court is a desirable feature at the park before making final recommendations. All alternatives of the City of Fountain Valley will be further evaluated in the memorandum.

The essential questions to be answered in the reservoir roof alternative analysis are:

- Allow public access or deny public access;
- Remove, move, or maintain the basketball court; and
- Add solar energy array.

We will evaluate all alternatives and suggest that public access be prohibited, while maintaining an athletically pleasing park environment that can also be beneficially used to provide solar energy for operational purposes. The Draft Basis of Design Memorandum (BODM) will be submitted to the City of review and comments. Before finalizing the BODM neighborhood meetings will be conducted for public opinion. After all review comments are incorporated 10 copies of the Final BODM including graphics and renderings will be submitted to the City.

**NEIGHBORHOOD AND CITY COUNCIL MEETINGS**

Because this project is located in a public park with adjacent residences, our team understands the importance of engaging the community in a positive manner so that the residents of Fountain Valley have the opportunity to be informed and provide their opinions as it relates to the proposed improvements. Community relations are an important component to the successful implementation of this project’s success. It is assumed that the City of Fountain Valley will notify resident and schedule meetings at a public location to facilitate the neighborhood participation meetings where concepts and recommendations that are developed in the preliminary design phase are presented to the public. Residents will be encouraged to actively participate in discussion regarding improvements such as the potential basketball court relocation, solar energy array, and pump station improvements. Architectural renderings will be prepared that illustrate the reservoir rooftop alternatives.

After neighborhood meetings are conducted and information from the meetings is incorporated into the basis of design memorandum, the team will attend a meeting with the City Council to discuss the project recommendations, feasibility of alternatives, and answer questions they may have. It is understood that continuation of the Phase 2 final design work is conditional based on City Council approval of Phase 1 work. Included in the scope of work are (2) two-hour neighborhood meetings and (1) two-hour City Council Meeting.

**CEQA**

Pursuant to the California Environmental Quality Act (CEQA), the environmental review process is required for projects that require discretionary approval by a government agency. Because this project is considered to be a rehabilitation project for existing facilities and no significant environmental impacts are expected, it is our understanding that it is categorically exempt under CEQA guidelines Class 1 and Class 3. The scope of services includes up to 5 hours of coordination with the City to assist in preparing the Notice of Exemption (NOE) documentation.

**Phase 2**



## Engineering Consulting Services for the Rehabilitation of the City of Fountain Valley Reservoir No. 2, Project No. WU846

Final design will commence after the preliminary design has been refined and evaluated with the City. Drawings, specifications, calculations, and cost estimate will be prepared and submitted for review, comment, and approval for the 30%, 90%, 100%, and Final phases. Ten copies will be submitted to the City at each of the submittal milestones. There are several tasks that have been identified for inclusion in the scope of work that are summarized in the key design elements to be completed during Phase 2.

- Reservoir improvements and rehabilitation
- Pump station design
- Inlet diffuser modifications, overflow piping replacement, and subdrain
- Utility plan, profile, and details for electrical, sewer, and fiber optic
- Park improvements
- Demolition

The precise scope of work for Phase 2 will be determined during the completion of Phase 1 activities. Tasks contained within this section will be further refined for specific items including the reservoir roof top, solar energy array, basketball court, and pump station layout.

### **RESERVOIR STRUCTURAL IMPROVEMENTS AND REHABILITATION**

The structural design for the reservoir and pump station will follow the guidelines set forth in all current codes, including AWWA D110-13, the 2013 California Building Code, ASCE 7-10 and ACI 350-06. Also included in the design will be the results from the site-specific geotechnical report. A complete design of the required prestressing and shotcrete will be provided. Since it will be unknown at Phase 2 if all of the circumferential prestressing is intact, we will prepare two bidding alternatives. One alternative will assume minimal addition of prestressing for seismic upgrade and the other for an entire prestressing replacement. It should be noted that we believe the latter scenario is unlikely.

The proposed modifications to the 5 MG reservoir will include the wall and roof crack repairs using either a pourable crack sealant or an injectable epoxy crack sealant. We will specify a roof membrane system. Any required upgrade design of columns and/or roof slab will be included.

Our scope will include modifications to the inlet/outlet; replacement of overflow piping; replacement of entry hatch with alarms; new angled internal access ladder; replacement of the overflow pipe brackets; and new vent assembly with removable screens and filters for easy cleaning.

Our team will provide the appropriate specifications to install drainage around the reservoir wall base perimeter. Specifications will include backfill compaction and placement.

As an alternative to modifying the existing inlet/outlet pipe with a new diffuser, it is proposed that a separate inlet pipe be added to the south side of the reservoir. If the existing diffuser was modified it would likely not provide an effective means of circulating the water because the inlet and outlet would still be on the north side of the reservoir, not meeting current water quality code requirements. If a new inlet is installed on the south side it can be core-drilled through the roof to allow for greater circulation within the reservoir.



## **PUMP STATION DESIGN**

The major element to the scope of work for the Reservoir No. 2 Rehabilitation Project is the design of a new booster pump station (PS) connected to this reservoir, replacing the existing pump station which has outlived its useful service life and will not accommodate the addition of new VFD electric motors and restroom facilities. Demolition of the entire PS will include salvaging the existing major equipment; most notable the (1) Waukesha 1197 and (2) Waukesha 884 naturally aspirated engines. BRADY would like to work with City staff to obtain “carbon credits” for the removal of internal combustion engines (ICE) from Reservoir No. 1 & 2 and Wells 4 & 6. These credits can be sold on the open market or used for future project mitigation within the City. We also suggest that the engines from Reservoir No. 1 be considered as replacement drives at the flood control station located across the channel from Reservoir No. 2. BRADY will research to see if the Waukesha 1197 engine from Reservoir No. 2 are compatible in horsepower for this application and that the existing building can accommodate the change in size. If the engines from Reservoir No. 2 cannot be repurposed, they should be sold to the City of Huntington Beach or Mesa Water District. Both agencies currently have inventory of Waukesha 1197’s.

The new PS configuration will consist of 4 new vertical turbine pumps. The existing pumps are 1985 vintage and are still operating but have reached their designed service life. BRADY’s design will include the layout of the new PS building with a restroom facility. The exterior and interior architectural finishes of the building will be as defined in Phase 1, including skylights in the roof and an eight foot high security fence around the reservoir that would also act to secure the possible future solar panel system. Yard piping design will comply with California Department of Health (CDPH) requirements for sewer and potable water separation. Repaving along the channel side of the reservoir will be designed. The entire PS site and new circular driveway will follow the established drainage patterns. BRADY will raise the pump station floor and pump cans and extend the existing footprint to encompass the butterfly valve, check valve, and flowmeter vaults. The new pump station floor will be above grade which will help with ease of maintenance.

BRADY’s structural engineer will lead the structural design effort of the pump station including the reinforced masonry walls and steel framed roof with corrugated metal shingles to match the existing neighborhood. We are suggesting “solar” shingles as an added benefit. The foundation design and seismic design parameters will be based on current code prescribed seismic standards. The PS will include a separate control room that features a work station, viewing panel, restroom, heating, air conditioning, SCADA system, security system, and communication center.

The new booster PS will feed the City’s single pressure zone. The operating set points of the pumps will be based on the low and high water levels of Reservoir No. 2 and the boost required to maintain a system pressure between 74-83 psi. As this pump station provides water to a closed zone, new Variable Frequency Drives (VFDs) and compatible motors will be provided for each pump to match the required flow rate and maintain system pressure. BRADY will recommend control strategies for synchronization and pump staging and develop a new sequence of operations that will include a greater level of reliability for the control PLC. The control sequence will include mechanical pressure gauges that will act as emergency controls for stop/start and maintain pressure in the case that the microprocessor is rendered out of service. Additional safety factors will be incorporated for the use of mechanical safeties that will lock out the microprocessor in the event of over or



## Engineering Consulting Services for the Rehabilitation of the City of Fountain Valley Reservoir No. 2, Project No. WU846

under pressurization of the City’s single zone. As an example, if the pressure transducer were to fail on the “low-side” the microprocessor would call all available pumps to come on-line according to their assigned rotation/sequence. In this example, the actual pressure within the system could be at 75 psi, but the transducer is reading 20 psi. This scenario is an actual concern, if this were to happen the mechanical safety would read the “real” system pressure, lock out that microprocessor and go into emergency operation, triggering the proper SCADA alarm. The system would remain in emergency operation until an operator clears the controls at the booster station. The same control strategy will be used for a high pressure condition. As explained above, if the pressure transducer failed and was reading at a higher pressure, no pumps would be signaled to come online. The emergency operation mechanical controls would again lockout the microprocessor and operate in this manner until an operator clears the emergency. The suitability and operating points for these pumps will be confirmed in the final design and a specification produced to procure the best pump(s).

### **ELECTRICAL AND INSTRUMENTATION AND CONTROL (I&C) SYSTEM DESIGN**

Our team fully understands the electrical and instrumentation and control (I&C) scope of work for the Reservoir 2 upgrade project and is prepared to provide the scope of services identified in the request for proposal. Our electrical and control systems engineers provide a unique combination of extensive design experience for similar facilities within the region plus hands-on field experience in the built environment providing industrial control system integration services, including Programmable Logic Controller (PLC) and Supervisory Control and Data Acquisition (SCADA) system integration and programming. Our team not only understands how to design electrical and control systems in the form of plans and specifications - we also know how to make them work.

Our approach to the electrical and I&C scope of work for the project will be to review recent projects at similar City of Fountain Valley facilities, incorporate desirable design features that work well for the City, and provide enhancements where improvements are necessary. We will analyze the existing infrastructure in comparison to the stated needs of the City, industry standards and best practices and formulate a design that meets the needs of all stakeholders. The resulting electrical and control systems designs for the Reservoir 2 facility will strike a suitable balance between operational, technological, budgetary and safety considerations. Our goal will be to deliver a project for the City that results in a safer, more efficient Reservoir 2 facility that is easier to operate and maintain.

Our team understands that the City of Fountain Valley is a strong proponent of the use of alternative energy sources at its water operations facilities. During the preliminary design phase of the project we will evaluate and present alternative energy generation options which may be desirable for the Reservoir 2 site. With the obvious choice being solar power generation, BRADY will evaluate available technologies that are best suited within the constraints of the facility location, neighboring residents, and financial considerations.

### **ELECTRICAL SYSTEM DESIGN APPROACH**

The existing electrical systems for the Reservoir 2 and adjacent flood control facility will require a new 480V, 3-Phase service from Southern California Edison (SCE). Our team’s past experience coordinating with SCE on similar projects in Orange County has shown that SCE must be engaged as early as possible in the project to avoid any delays relating to SCE resource availability at critical stages in the project delivery cycle. We will engage SCE at the



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outset of the project to ensure that all stakeholders are aware of the project requirements, schedule, and stakeholder interests.

The new SCE service will require placement of a new pad mounted transformer and a new service entrance switchboard. It is anticipated that the new service switchboard will be located inside the new pump station building unless physical constraints require an outdoor switchboard.

The alternate power source for the site will be provided by a new emergency generator and an automatic transfer switch. It is our understanding that the recent improvements at the City's Reservoir 2 facility included a new diesel generator with a 24 hour fuel tank. This is a typical configuration in industry; BRADY will evaluate other available fuel sources (e.g. natural gas) during the preliminary design phase to determine if there is an alternative that provides operational and/or economic value to the City of Fountain Valley.

With the existing natural gas pump engines being replaced with electric motors and variable frequency drives (VFDs), a new motor control center (MCC) will be included in the project to provide 480V distribution to the new free standing 18-pulse Toshiba W7 VFDs and to distribute power to ancillary electrical subsystems including HVAC, lighting and the adjacent flood control facility. The technical features incorporated in the MCC design and specifications will be developed during the preliminary design phase and may include additional utility monitoring and protective relay functions required to comply with SCE Rule 21 if alternative energy generation is determined to be included in the final design.

Site improvements associated with the electrical design for the project will include an evaluation of the existing distribution of power to the flood control facility. Site lighting will be improved with aerial lighting around the new sidewalks at select locations in the park. Based on preliminary site investigation it appears that the conduit run across the bridge to the Walnut Pump Station flood control facility is in need of repair. All recommended improvements will be discussed in detail with the City and presented in the BODM.

### **INSTRUMENTATION & CONTROL (I&C) DESIGN APPROACH**

Our team's instrumentation and control system engineers understand the challenges that typically arise during execution of automation projects in the water and wastewater industries because we have experienced them first-hand. As a design-build contractor we understand the built environment often differs dramatically from what you may see on paper from behind a desk. What may appear to be a small detail to some, such as the placement or horizontal/vertical orientation of terminal blocks within a control panel, may actually drive up the fabrication and cost and create complicated problems for a contractor in the field. This gives our team of engineers (and thus our Clients) a competitive advantage as we are able to anticipate and aggressively mitigate such challenges at the appropriate stage of a project – during design.

The upgrades to the Reservoir 2 facility will include installation of new field instruments and control devices which interface to local programmable logic controllers (PLC). The PLC has been identified in the RFP as Tesco L3000 series to align with City Standards. The PLC will provide local control and monitoring functions for the booster station and reservoir as well serve as a Remote Terminal Unit (RTU) in providing a communications interface to the City's central SCADA system via a dedicated fiber optic communications connection to the Walnut Pump Station.



## Engineering Consulting Services for the Rehabilitation of the City of Fountain Valley Reservoir No. 2, Project No. WU846

Early in the project, our team will meet with City's operations and engineering personnel most familiar with I&C/SCADA systems to identify any standard or preferred instrument manufacturers, operational preferences and control schemes and incorporate these features in the design of facility improvements.

It is understood that improved site security is an I&C related goal of the City for this project. During Phase 1, our team will present cost loaded options for security measures for consideration by the City. The minimum security measures would include improved site lighting and controls with intrusion alarms at key entry points at the facility (e.g. pump station doors, reservoir hatches, etc.). More advanced security options would include a closed-circuit television (CCTV) system with cameras located at strategic locations and a dedicated communications channel to the City's operations center.

### **CIVIL & ARCHITECTURAL REQUIREMENTS**

The proposed grading and approach slopes around the reservoir will accommodate better access to the reservoir roof. The site will be graded to allow drainage to the flood control channel located on the west side of the site where flooding has become a nuisance. Site improvements will include modifications to the underground sub drain system that discharges to the flood control channel. The submersible sump pumps, controls, alarms and switches will be replaced. The piping will be modified to alleviate the current cross connection issue by either installing a duckbill type valve on the discharge or creating an air gap so that the discharge piping flows by gravity into the flood control channel.

Included in the scope of work is the replacement of all the sidewalks in the park and addition of new paved concrete areas. Proposed newly paved surfaces include a sloped ramp up to the reservoir, a walkway from the bridge landing to the pump station, and a circular driveway around the new pump station to allow for better ingress/egress.

Access roads and walkways will be provided to the pump station and the reservoir to meet the minimum width requirements and loadings. A proposed site plan for this project was developed with the idea of having the new pump station be located in the same location as the existing, but extending the footprint out to the west to incorporate the existing altitude valve and butterfly valve structures. The flowmeter vault would be relocated into the new pump station building. This type of arrangement would minimize the amount of excavation, pipe replacement, and vault replacements, resulting in lower capital cost. The tops of the existing concrete tops of the vaults could be removed and replaced with steel grating to allow for easier access. Other primary design elements for the PS are as follows:

- A combination pressure control/pressure maintain valve will allow inflow to reservoir when the system pressure is high and the reservoir requires filling. This valve will also work as zone pressure relief.
- A two-way magnetic flow meter will be provided for both the reservoir discharge and on the newly designed reservoir fill line.

Site improvements will include the new water and sewer utility connections. Inside the reservoir a new ladder system will be designed and a new water service with wharf hydrant assembly will be installed near the entry hatch to accommodate reservoir cleaning. The restrooms in the new control room will have a new sewer service extending north to the gravity sewer line in Tanager Avenue.



## **ARCHITECTURAL APPROACH**

The site is bordered on the north, south and east by single family residential development. On the west there are additional single family residences, but separated by the flood control channel. The site is enclosed by masonry block walls on the south, which are partially screened by landscaping. The remainder of the park has visually open access.

The neighbors closest to the site, and therefore the most likely to be impacted by both the new facilities and the construction process itself, are the single family houses to the south and north; their back yards back up to the property line. These houses are two story, and amenities such as pools and patios indicate backyard activity that could be negatively affected by noise and sight lines. It is therefore important to minimize any such impact through careful studies and thoughtful design.

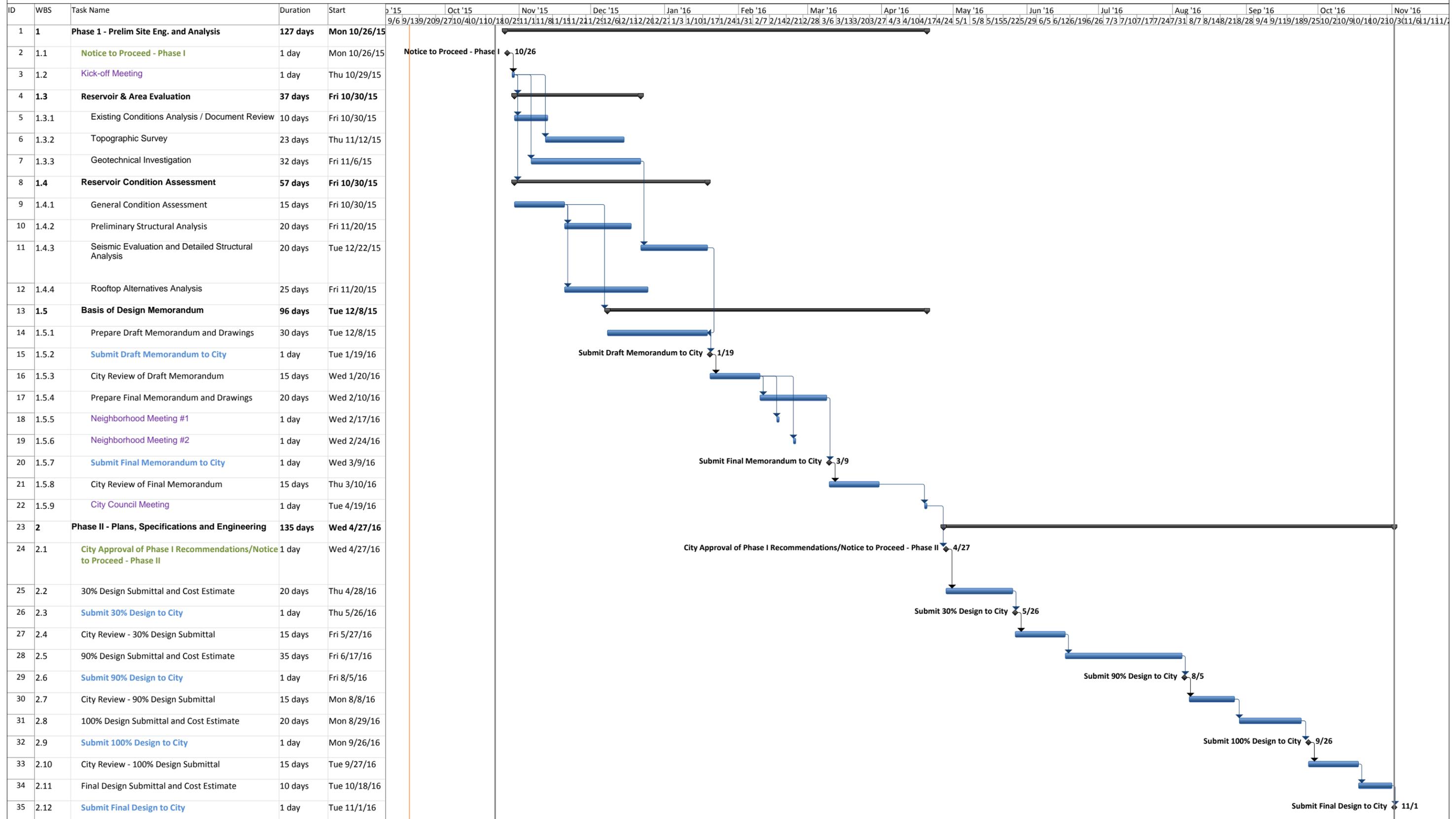
The design approach to ensure minimizing any negative visual impact to the neighborhood will start with photographic documentation of existing facilities, view shed studies, and aesthetic evaluation of existing facilities, all leading to recommendations for visual treatment of new facilities such that they will blend into the character of the neighborhood. In order to demonstrate that the architectural and landscape design approaches will be pleasing to the community, graphics that demonstrate the height, massing and character of the architecture and landscape screening will be prepared, including computer generated renderings of the site plan, sections and elevations, showing the visual appearance of the new structures, fencing, gates and landscaping.

## **LANDSCAPE TECHNICAL APPROACH**

Water is a precious resource. The landscape for this project will be designed so that a minimum amount of water is required. This will be accomplished by utilizing southern California adaptive plant material and by incorporating native plants when reasonable. The existing plantings will be evaluated and determinations will be made to remove or trim existing trees. The irrigation system will be an automatic system that will utilize a new Calsense controller and backflow prevention device. Irrigation technologies will include smart or weather-based controllers, flow sensors, and low flow heads or drip irrigation to minimize the water required and maximize efficiency. The landscape will be broken into hydrozones so that no plant is getting more water than it actually requires. Estimated total water use (ETWU) and maximum applied water use (MAWA) calculations will be completed for the site to ensure the project conforms to AB-1881, water conservation. The requirement to provide screen planting along the reservoir side slopes will be addressed in the planting plans. The proposed plant material used will again be regionally appropriate and will be sized and designed to minimize visual impacts.

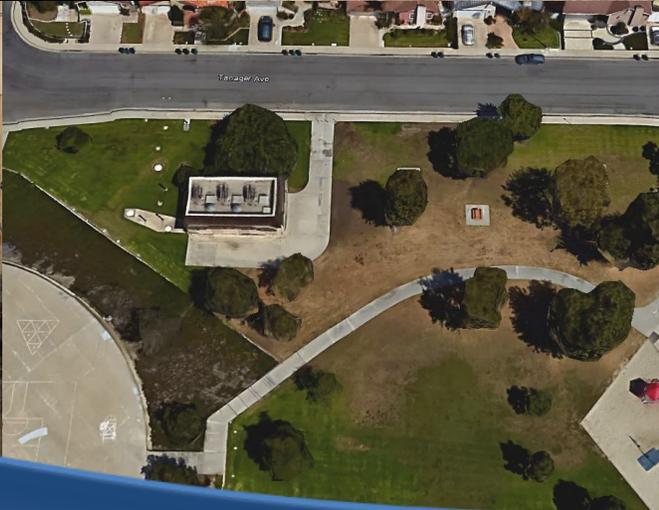
In Phase 1 it will be determined if a basketball court will be included in the final design phase for the park improvements. If the basketball court is to be relocated it would most likely be moved to the east side of the reservoir in the existing open space. Before the location of the basketball court is determined, the local residents and the City's Park and Recreation Division would be surveyed to ask if they would like a new basketball court located within the park.

**CITY OF FOUNTAIN VALLEY  
ENGINEERING & DESIGN - REHABILITATION OF  
RESERVOIR NO. 2, PROJECT NO. WU846**



## MANHOOR ALLOCATION DETAILS

Company	Staff Name	Labor Category	Total Manhours	Percent of Time
Richard Brady & Associates	Biggers, Ralph L	Structural Engineer - Managing	365.0	17.5%
Richard Brady & Associates	Brady, Richard D	Principal-in-Charge / Senior Program Mgr	156.0	7.5%
Richard Brady & Associates	Cunningham, Cory	Engineer/Scientist - Senior	40.0	1.9%
Richard Brady & Associates	Dykman, Max R	Structural Engineer - Managing	60.0	2.9%
Richard Brady & Associates	Fane, Ryan	Civil Engineer - Senior	368.0	17.7%
Richard Brady & Associates	Guerrero, Lawrence	Electrical Engineer - Staff	80.0	3.8%
Richard Brady & Associates	Hamilton, Vanessa	Reproduction Clerk, File Clerk, Data Entry	16.0	0.8%
Richard Brady & Associates	Johnson, Howard D	Senior Quality Control / Senior Technical Reviewer	90.0	4.3%
Richard Brady & Associates	Marasco, Mike	Estimator	40.0	1.9%
Richard Brady & Associates	Nishimura, Ryan	Electrical Engineer - Senior	400.0	19.2%
Richard Brady & Associates	Reyes, Joel	Staff CADD/GIS Specialist	940.0	45.2%
Richard Brady & Associates	Rossmiller, Roland D	Mechanical Engineer - Managing	18.0	0.9%
Richard Brady & Associates	Sharon, Benjamin R	Electrical Engineer - Senior	252.0	12.1%
Richard Brady & Associates	Stephens, Danielle S	Civil Engineer - Staff	18.0	0.9%
Richard Brady & Associates	Wageman, James	Civil Engineer - Senior	32.0	1.5%
<b>Richard Brady &amp; Associates</b>			<b>2,875.0</b>	
American Geotechnical, Inc.	Lightfoot, D.	Executive Assisstant	1.8	0.1%
American Geotechnical, Inc.	Krylo, A.	Executive Assisstant	1.0	0.0%
American Geotechnical, Inc.	Mendoza, S.	Laboratory Technician Supervisor	42.5	2.0%
American Geotechnical, Inc.	Simbulan, M.	Technical Illustrator	3.0	0.1%
American Geotechnical, Inc.	Principe, M.	Staff Engineer / Geologist	24.9	1.2%
American Geotechnical, Inc.	Pollard, J	Staff Engineer / Geologist	20.0	1.0%
American Geotechnical, Inc.	Santo, D.	Chief Engineering Geologist	10.0	0.5%
American Geotechnical, Inc.	Alvappillai, A.	Principal Geotechnical Engineer	4.9	0.2%
<b>American Geotechnical, Inc.</b>			<b>108.0</b>	
Bender Dean Engineering	Mark Bender	Mechanical Engineer - Principal	13.0	0.6%
Bender Dean Engineering	Ricky Samonte	Mechanical Engineer - Staff	54.0	2.6%
Bender Dean Engineering	Curtis Dietrich	Mechanical Engineer - Associate	58.0	2.8%
Bender Dean Engineering	Rick Elsheikh	Staff CADD/GIS Specialist	24.0	1.2%
<b>Bender Dean Engineering</b>			<b>149.0</b>	
KTU+A	Kurt Carlson	Principal-In-Charge	14.0	0.7%
KTU+A	Chris Langdon	Landscape Architect-PM - Associate	156.0	7.5%
KTU+A	Bernard Everling	Irrigation Manager - Senior Associate	31.0	1.5%
KTU+A	Josef Guitierrez	Landscape Designer	66.0	3.2%
KTU+A	Kelvin Ching	Senior Designer Technician	41.0	2.0%
KTU+A	Wendy Swaner	Clerical-Adminstrative	5.0	0.2%
<b>KTU+A</b>			<b>313.0</b>	
Platt/Whitelaw Architects, Inc	Alison Whitelaw	Principal in Charge	12.0	0.6%
Platt/Whitelaw Architects, Inc	Naveen Waney	Project Manager	152.0	7.3%
Platt/Whitelaw Architects, Inc	Ken Green	Architect	48.0	2.3%
Platt/Whitelaw Architects, Inc	Kevan Potter	Project Coordinator	248.0	11.9%
Platt/Whitelaw Architects, Inc	Thomas Brothers	CADD Tech	148.0	7.1%
<b>Platt/Whitelaw Architects, Inc</b>			<b>608.0</b>	
Coast Surveying	Rodney Reiter	Certified Party Chief	24.0	1.2%
Coast Surveying	John Pikus	Instrumentman	24.0	1.2%
Coast Surveying	Kenneth Kasbohn	Project Surveyor	3.0	0.1%
Coast Surveying	Neil Darling	Survey Analyst	15.0	0.7%
Coast Surveying	Ruel del Castillo	Project Manager	1.0	0.0%
<b>Coast Surveying</b>			<b>67.0</b>	
<b>Total Labor Hours</b>			<b>4,120.0</b>	



<b>RICHARD BRADY &amp; ASSOCIATES</b>				
<b>Cost Proposal for Fountain Valley Reservoir 2 Rehabilitation</b>				
RFP Number: WU846		Program Manager: Richard Brady		
Project Title: Engineering Services for Reservoir 2 Rehabilitation		Est Start Date: 12/1/2015		
Proposal Date: Rev 10/21/2015		Est End Date: 12/31/2016		
<b>Labor Category</b>	<b>Code</b>	<b>Labor Rate</b>	<b>Labor Hours</b>	<b>Cost</b>
Principal-in-Charge / Senior Program Mgr	P5	\$ 230.00	136.0	\$31,280
Program Manager	P4	\$ 181.00	-	\$ -
Senior Project Manager	P4	\$ 181.00	-	\$ -
Project Manager	P3A	\$ 155.00	-	\$ -
Mechanical Engineer - Principal	P5	\$ 230.00	-	\$ -
Mechanical Engineer - Managing	P4	\$ 181.00	18.0	\$3,258
Mechanical Engineer - Senior	P3	\$ 141.00	-	\$ -
Mechanical Engineer - Staff	P2	\$ 100.00	-	\$ -
Mechanical Engineer - Associate	P1	\$ 84.00	-	\$ -
Civil Engineer - Principal	P5	\$ 230.00	-	\$ -
Civil Engineer - Managing	P4	\$ 181.00	-	\$ -
Civil Engineer - Senior	P3	\$ 141.00	400.0	\$56,400
Civil Engineer - Staff	P2	\$ 100.00	18.0	\$1,800
Civil Engineer - Associate	P1	\$ 84.00	-	\$ -
Electrical Engineer - Principal	P5	\$ 230.00	-	\$ -
Electrical Engineer - Managing	P4	\$ 181.00	-	\$ -
Electrical Engineer - Senior	P3	\$ 141.00	652.0	\$91,932
Electrical Engineer - Staff	P2	\$ 100.00	80.0	\$8,000
Electrical Engineer - Associate	P1	\$ 84.00	-	\$ -
Structural Engineer - Principal	P5	\$ 230.00	-	\$ -
Structural Engineer - Managing	P4	\$ 181.00	425.0	\$76,925
Structural Engineer - Senior	P3	\$ 141.00	-	\$ -
Structural Engineer - Staff	P2	\$ 100.00	-	\$ -
Structural Engineer - Associate	P1	\$ 84.00	-	\$ -
Engineer/Scientist - Principal	P5	\$ 230.00	-	\$ -
Engineer/Scientist - Managing	P4	\$ 181.00	-	\$ -
Engineer/Scientist - Senior	P3	\$ 141.00	40.0	\$5,640
Engineer/Scientist - Staff	P2	\$ 100.00	-	\$ -
Engineer/Scientist - Associate	P1	\$ 84.00	-	\$ -
GIS/Database Manager	P4	\$ 181.00	-	\$ -
Staff CADD/GIS Specialist	T3	\$ 115.00	940.0	\$108,100
Senior CADD/GIS Specialist	P3	\$ 141.00	-	\$ -
Drafter	T2	\$ 84.00	-	\$ -
Quality Control / Technical Reviewer	P3	\$ 141.00	-	\$ -
Senior Quality Control / Senior Technical Reviewer	P4	\$ 181.00	90.0	\$16,290
Technical Expert	P5	\$ 230.00	-	\$ -
Health & Safety Manager / CIH	P3	\$ 141.00	-	\$ -
Health & Safety Officer	T3	\$ 115.00	-	\$ -
Estimator	T4	\$ 163.00	40.0	\$6,520
Senior Administrative Staff / Contracts	A3	\$ 135.00	-	\$ -
Admin Assistant, Project Coordinator	A2	\$ 87.00	-	\$ -
Reproduction Clerk, File Clerk, Data Entry	A1	\$ 50.00	16.0	\$800
<b>Total Labor Cost</b>			<b>2,855.0</b>	<b>\$406,945</b>
<b>Estimated Travel Costs</b>				
Travel				\$ -
<b>Total Travel Cost</b>				<b>\$ -</b>
<b>Estimated ODCs (Subcontractors, Materials, Supplies, Reproduction, etc.)</b>				
Geotechnical Support	American Geotechnical, Inc.			\$16,700
HVAC Support	Bender Dean Engineering			\$14,920
Landscape Support	KTU+A			\$38,950
Architectural Support	Platt/Whitelaw Architects, Inc			\$74,681
Surveying	Coast Surveying			\$9,840
Reproduction				\$394
<b>Subtotal ODCs</b>				<b>\$155,485</b>
<b>G&amp;A on ODCs (excl Travel)</b>			<b>5.00%</b>	<b>\$7,774</b>
<b>Total ODC Costs</b>				<b>\$163,259</b>
<b>Profit on ODCs (excl Travel)</b>			<b>6.00%</b>	<b>\$9,796</b>
<b>Total ODC Cost</b>				<b>\$173,055</b>
<b>Total Estimated Project Cost</b>				<b>\$580,000</b>

## MANHOOR ALLOCATION DETAILS

Company	Staff Name	Labor Category	Total Manhours	Percent of Time
Richard Brady & Associates	Biggers, Ralph L	Structural Engineer - Managing	365.0	17.5%
Richard Brady & Associates	Brady, Richard D	Principal-in-Charge / Senior Program Mgr	136.0	6.5%
Richard Brady & Associates	Cunningham, Cory	Engineer/Scientist - Senior	40.0	1.9%
Richard Brady & Associates	Dykman, Max R	Structural Engineer - Managing	60.0	2.9%
Richard Brady & Associates	Fane, Ryan	Civil Engineer - Senior	368.0	17.7%
Richard Brady & Associates	Guerrero, Lawrence	Electrical Engineer - Staff	80.0	3.8%
Richard Brady & Associates	Hamilton, Vanessa	Reproduction Clerk, File Clerk, Data Entry	16.0	0.8%
Richard Brady & Associates	Johnson, Howard D	Senior Quality Control / Senior Technical Reviewer	90.0	4.3%
Richard Brady & Associates	Marasco, Mike	Estimator	40.0	1.9%
Richard Brady & Associates	Nishimura, Ryan	Electrical Engineer - Senior	400.0	19.2%
Richard Brady & Associates	Reyes, Joel	Staff CADD/GIS Specialist	940.0	45.2%
Richard Brady & Associates	Rossmiller, Roland D	Mechanical Engineer - Managing	18.0	0.9%
Richard Brady & Associates	Sharon, Benjamin R	Electrical Engineer - Senior	252.0	12.1%
Richard Brady & Associates	Stephens, Danielle S	Civil Engineer - Staff	18.0	0.9%
Richard Brady & Associates	Wageman, James	Civil Engineer - Senior	32.0	1.5%
<b>Richard Brady &amp; Associates</b>			<b>2,855.0</b>	
American Geotechnical, Inc.	Lightfoot, D.	Executive Assisstant	1.8	0.1%
American Geotechnical, Inc.	Krylo, A.	Executive Assisstant	1.0	0.0%
American Geotechnical, Inc.	Mendoza, S.	Laboratory Technician Supervisor	42.5	2.0%
American Geotechnical, Inc.	Simbulan, M.	Technical Illustrator	3.0	0.1%
American Geotechnical, Inc.	Principe, M.	Staff Engineer / Geologist	24.9	1.2%
American Geotechnical, Inc.	Pollard, J	Staff Engineer / Geologist	20.0	1.0%
American Geotechnical, Inc.	Santo, D.	Chief Engineering Geologist	10.0	0.5%
American Geotechnical, Inc.	Alvappillai, A.	Principal Geotechnical Engineer	4.9	0.2%
<b>American Geotechnical, Inc.</b>			<b>108.0</b>	
Bender Dean Engineering	Mark Bender	Mechanical Engineer - Principal	13.0	0.6%
Bender Dean Engineering	Ricky Samonte	Mechanical Engineer - Staff	54.0	2.6%
Bender Dean Engineering	Curtis Dietrich	Mechanical Engineer - Associate	58.0	2.8%
Bender Dean Engineering	Rick Elsheikh	Staff CADD/GIS Specialist	24.0	1.2%
<b>Bender Dean Engineering</b>			<b>149.0</b>	
KTU+A	Kurt Carlson	Principal-In-Charge	14.0	0.7%
KTU+A	Chris Langdon	Landscape Architect-PM - Associate	156.0	7.5%
KTU+A	Bernard Everling	Irrigation Manager - Senior Associate	31.0	1.5%
KTU+A	Josef Guitierrez	Landscape Designer	66.0	3.2%
KTU+A	Kelvin Ching	Senior Designer Technician	41.0	2.0%
KTU+A	Wendy Swaner	Clerical-Adminstrative	5.0	0.2%
<b>KTU+A</b>			<b>313.0</b>	
Platt/Whitelaw Architects, Inc	Alison Whitelaw	Principal in Charge	12.0	0.6%
Platt/Whitelaw Architects, Inc	Naveen Waney	Project Manager	152.0	7.3%
Platt/Whitelaw Architects, Inc	Ken Green	Architect	48.0	2.3%
Platt/Whitelaw Architects, Inc	Kevan Potter	Project Coordinator	248.0	11.9%
Platt/Whitelaw Architects, Inc	Thomas Brothers	CADD Tech	148.0	7.1%
<b>Platt/Whitelaw Architects, Inc</b>			<b>608.0</b>	
Coast Surveying	Rodney Reiter	Certified Party Chief	24.0	1.2%
Coast Surveying	John Pikus	Instrumentman	24.0	1.2%
Coast Surveying	Kenneth Kasbohn	Project Surveyor	3.0	0.1%
Coast Surveying	Neil Darling	Survey Analyst	15.0	0.7%
Coast Surveying	Ruel del Castillo	Project Manager	1.0	0.0%
<b>Coast Surveying</b>			<b>67.0</b>	
<b>Total Labor Hours</b>			<b>4,100.0</b>	

**BRADY - WORK BREAKDOWN STRUCTURE (WBS) DETAIL SHEET**

LABOR HOURS			LABOR HOURS BY WBS										
			1.01	1.02	1.03	1.04	1.05	1.06	1.07	1.08	1.09	1.10	1.11
Labor Category	Code	Bill Rate	Topographic Survey	Existing Condition Analysis	Geotechnical Investigation	Condition Assessment and Seismic Evaluation	Basis of Design Memorandum	CEQA	Neighborhood Meetings	City Council Meeting	Rooftop Alternatives Analysis	Phase I Monthly Team Meetings	Phase 1 Project Management
Principal-in-Charge / Senior Program Mgr	P5	\$ 230.00	-	-	-	4.0	-	-	8.0	4.0	2.0	12.0	16.0
Mechanical Engineer - Managing	P4	\$ 181.00	-	-	-	-	4.0	-	-	-	-	-	-
Civil Engineer - Senior	P3	\$ 141.00	4.0	4.0	6.0	8.0	60.0	-	-	-	32.0	-	-
Civil Engineer - Staff	P2	\$ 100.00	-	-	-	-	16.0	2.0	-	-	-	-	-
Electrical Engineer - Senior	P3	\$ 141.00	-	4.0	-	-	60.0	-	-	-	12.0	-	-
Electrical Engineer - Staff	P2	\$ 100.00	-	-	-	-	-	-	-	-	-	-	-
Structural Engineer - Managing	P4	\$ 181.00	-	4.0	2.0	132.0	8.0	-	-	-	28.0	-	-
Engineer/Scientist - Senior	P3	\$ 141.00	-	-	-	-	8.0	-	-	-	-	-	-
Staff CADD/GIS Specialist	T3	\$ 115.00	8.0	-	-	-	70.0	-	-	-	-	-	-
Senior Quality Control / Senior Technical Rev	P4	\$ 181.00	-	4.0	-	4.0	8.0	-	6.0	4.0	12.0	4.0	-
Estimator	T4	\$ 163.00	-	-	-	-	20.0	-	-	-	-	-	-
Reproduction Clerk, File Clerk, Data Entry	A1	\$ 50.00	-	-	-	-	-	-	-	-	-	-	-
<b>Subtotal Labor Hours</b>			<b>12.0</b>	<b>16.0</b>	<b>8.0</b>	<b>148.0</b>	<b>254.0</b>	<b>2.0</b>	<b>14.0</b>	<b>8.0</b>	<b>86.0</b>	<b>16.0</b>	<b>16.0</b>
<b>Total Labor Costs</b>			<b>\$ 1,484</b>	<b>\$ 2,576</b>	<b>\$ 1,208</b>	<b>\$ 26,664</b>	<b>\$ 34,578</b>	<b>\$ 200</b>	<b>\$ 2,926</b>	<b>\$ 1,644</b>	<b>\$ 13,904</b>	<b>\$ 3,484</b>	<b>\$ 3,680</b>

ODCs & Travel		Vendor/Subk	ODCS/TRAVEL BY WBS										
Travel			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Travel Cost</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Geotechnical Support		American Geotechni	\$ -	\$ -	\$ 16,700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HVAC Support		Bender Dean Engine	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Landscape Support		KTU+A	\$ -	\$ 1,180	\$ -	\$ -	\$ 600	\$ -	\$ 2,660	\$ 820	\$ 3,660	\$ 1,060	\$ 560
Architectural Support		Platt/Whitelaw Archit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Surveying		Coast Surveying	\$ 9,840	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reproduction			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Subtotal ODCs</b>			<b>\$ 9,840</b>	<b>\$ 1,180</b>	<b>\$ 16,700</b>	<b>\$ -</b>	<b>\$ 600</b>	<b>\$ -</b>	<b>\$ 2,660</b>	<b>\$ 820</b>	<b>\$ 3,660</b>	<b>\$ 1,060</b>	<b>\$ 560</b>
<b>G&amp;A on ODCs (excl Travel) 5.00%</b>			<b>\$ 492</b>	<b>\$ 59</b>	<b>\$ 835</b>	<b>\$ -</b>	<b>\$ 30</b>	<b>\$ -</b>	<b>\$ 133</b>	<b>\$ 41</b>	<b>\$ 183</b>	<b>\$ 53</b>	<b>\$ 28</b>
<b>Total ODC Costs</b>			<b>\$ 10,332</b>	<b>\$ 1,239</b>	<b>\$ 17,535</b>	<b>\$ -</b>	<b>\$ 630</b>	<b>\$ -</b>	<b>\$ 2,793</b>	<b>\$ 861</b>	<b>\$ 3,843</b>	<b>\$ 1,113</b>	<b>\$ 588</b>
<b>Profit on ODCs (excl Travel) 6.00%</b>			<b>\$ 620</b>	<b>\$ 74</b>	<b>\$ 1,052</b>	<b>\$ -</b>	<b>\$ 38</b>	<b>\$ -</b>	<b>\$ 168</b>	<b>\$ 52</b>	<b>\$ 231</b>	<b>\$ 67</b>	<b>\$ 35</b>
<b>Total ODCs</b>			<b>\$ 10,952</b>	<b>\$ 1,313</b>	<b>\$ 18,587</b>	<b>\$ -</b>	<b>\$ 668</b>	<b>\$ -</b>	<b>\$ 2,961</b>	<b>\$ 913</b>	<b>\$ 4,074</b>	<b>\$ 1,180</b>	<b>\$ 623</b>
<b>Total ODCS &amp; Travel</b>			<b>\$ 10,952</b>	<b>\$ 1,313</b>	<b>\$ 18,587</b>	<b>\$ -</b>	<b>\$ 668</b>	<b>\$ -</b>	<b>\$ 2,961</b>	<b>\$ 913</b>	<b>\$ 4,074</b>	<b>\$ 1,180</b>	<b>\$ 623</b>
<b>Total Cost</b>			<b>\$ 12,436</b>	<b>\$ 3,889</b>	<b>\$ 19,795</b>	<b>\$ 26,664</b>	<b>\$ 35,246</b>	<b>\$ 200</b>	<b>\$ 5,887</b>	<b>\$ 2,557</b>	<b>\$ 17,978</b>	<b>\$ 4,664</b>	<b>\$ 4,303</b>

**BRADY - WORK BREAKDOWN STRUCTURE (WBS) DETAIL SHEET**

LABOR HOURS			2.01	2.02	2.03	2.04	2.05	2.06	2.07	2.08	2.09	2.10	2.11	2.12
Labor Category	Code	Bill Rate	VFD Motor Specifications	New Pump Station Building with Control Room Design and Specifications	Instrumentation and Controls Design and Specifications	Emergency Generator Design and Specifications	Security and Lighting System Design and Specifications	Reservoir Pavement and Concrete Design and Specifications	Engineers Cost Estimate	Evaluate Reservoir Sealant	Replace Manhole, Switches, Pumps, Controls, Wiring	Relocate Butterfly Vault	Relocate Inlet and Pressure Relief Valves	Relocate Flow Sensing Vault
Principal-in-Charge / Senior Program Mgr	P5	\$ 230.00	-	8.0	-	-	-	-	-	-	-	-	-	-
Mechanical Engineer - Managing	P4	\$ 181.00	4.0	8.0	-	-	-	2.0	-	-	-	-	-	-
Civil Engineer - Senior	P3	\$ 141.00	-	80.0	-	-	-	18.0	-	8.0	32.0	16.0	16.0	16.0
Civil Engineer - Staff	P2	\$ 100.00	-	-	-	-	-	-	-	-	-	-	-	-
Electrical Engineer - Senior	P3	\$ 141.00	32.0	-	204.0	8.0	48.0	-	-	-	34.0	-	-	-
Electrical Engineer - Staff	P2	\$ 100.00	-	-	-	32.0	40.0	-	-	-	-	-	-	-
Structural Engineer - Managing	P4	\$ 181.00	-	80.0	-	-	-	-	-	6.0	-	4.0	4.0	4.0
Engineer/Scientist - Senior	P3	\$ 141.00	-	32.0	-	-	-	-	-	-	-	-	-	-
Staff CADD/GIS Specialist	T3	\$ 115.00	-	360.0	-	-	-	18.0	-	10.0	40.0	30.0	30.0	30.0
Senior Quality Control / Senior Technical Rev	P4	\$ 181.00	-	32.0	-	-	-	-	-	-	6.0	-	-	-
Estimator	T4	\$ 163.00	-	-	-	-	-	-	20.0	-	-	-	-	-
Reproduction Clerk, File Clerk, Data Entry	A1	\$ 50.00	-	-	-	-	-	-	-	-	-	-	-	-
<b>Subtotal Labor Hours</b>			<b>36.0</b>	<b>600.0</b>	<b>204.0</b>	<b>40.0</b>	<b>88.0</b>	<b>38.0</b>	<b>20.0</b>	<b>24.0</b>	<b>112.0</b>	<b>50.0</b>	<b>50.0</b>	<b>50.0</b>
<b>Total Labor Costs</b>			<b>\$ 5,236</b>	<b>\$ 80,752</b>	<b>\$ 28,764</b>	<b>\$ 4,328</b>	<b>\$ 10,768</b>	<b>\$ 4,970</b>	<b>\$ 3,260</b>	<b>\$ 3,364</b>	<b>\$ 14,992</b>	<b>\$ 6,430</b>	<b>\$ 6,430</b>	<b>\$ 6,430</b>

ODCs & Travel	Vendor/Subk													
Travel			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Travel Cost</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Geotechnical Support	American Geotechni		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HVAC Support	Bender Dean Engine		\$ -	\$ 13,600	\$ -	\$ -	\$ -	\$ -	\$ 1,320	\$ -	\$ -	\$ -	\$ -	\$ -
Landscape Support	KTU+A		\$ -	\$ 2,050	\$ -	\$ -	\$ -	\$ -	\$ 280	\$ -	\$ -	\$ -	\$ -	\$ -
Architectural Support	Platt/Whitelaw Archit		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Surveying	Coast Surveying		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reproduction			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Subtotal ODCs</b>			<b>\$ -</b>	<b>\$ 15,650</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,600</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>G&amp;A on ODCs (excl Travel) 5.00%</b>			<b>\$ -</b>	<b>\$ 783</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 80</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total ODC Costs</b>			<b>\$ -</b>	<b>\$ 16,433</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,680</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Profit on ODCs (excl Travel) 6.00%</b>			<b>\$ -</b>	<b>\$ 986</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 101</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total ODCs</b>			<b>\$ -</b>	<b>\$ 17,418</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,781</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total ODCS &amp; Travel</b>			<b>\$ -</b>	<b>\$ 17,418</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,781</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Cost</b>			<b>\$ 5,236</b>	<b>\$ 98,170</b>	<b>\$ 28,764</b>	<b>\$ 4,328</b>	<b>\$ 10,768</b>	<b>\$ 4,970</b>	<b>\$ 5,041</b>	<b>\$ 3,364</b>	<b>\$ 14,992</b>	<b>\$ 6,430</b>	<b>\$ 6,430</b>	<b>\$ 6,430</b>

**BRADY - WORK BREAKDOWN STRUCTURE (WBS) DETAIL SHEET**

LABOR HOURS			2.13	2.14	2.15	2.16	2.17	2.18	2.19	2.20	2.21	2.22	2.23	2.24
Labor Category	Code	Bill Rate	Design New Separate Inlet (Alternative to Diffuser Replacement)	Replace Mow Strip	Design Restrooms with Sewer Connection	Design Replacement Reservoir Overflow Piping	Demolition Plans and Specifications	Replace Reservoir Tank Entry and Ladder	Evaluate Vent Assembly	Evaluate Power Transformer	Implement Phase I Reservoir Roof Recommendation and Basketball Court	Landscape Design and Replace Irrigation Controller	Repair Surface Cracks on Reservoir Roof	Construct Concrete/Asphalt Areas for Sump Pump and Pathway to Foot Bridge
Principal-in-Charge / Senior Program Mgr	P5	\$ 230.00	6.0	-	-	4.0	-	-	4.0	-	8.0	-	-	-
Mechanical Engineer - Managing	P4	\$ 181.00	-	-	-	-	-	-	-	-	-	-	-	-
Civil Engineer - Senior	P3	\$ 141.00	24.0	4.0	16.0	-	16.0	-	8.0	-	16.0	-	-	-
Civil Engineer - Staff	P2	\$ 100.00	-	-	-	-	-	-	-	-	-	-	-	-
Electrical Engineer - Senior	P3	\$ 141.00	-	-	-	-	44.0	-	-	40.0	32.0	-	-	-
Electrical Engineer - Staff	P2	\$ 100.00	-	-	-	-	-	-	-	8.0	-	-	-	-
Structural Engineer - Managing	P4	\$ 181.00	4.0	-	-	4.0	-	-	-	-	-	-	-	-
Engineer/Scientist - Senior	P3	\$ 141.00	-	-	-	-	-	-	-	-	-	-	-	-
Staff CADD/GIS Specialist	T3	\$ 115.00	60.0	16.0	40.0	32.0	-	32.0	28.0	-	40.0	-	8.0	8.0
Senior Quality Control / Senior Technical Rev	P4	\$ 181.00	-	-	-	-	-	-	-	-	-	-	-	-
Estimator	T4	\$ 163.00	-	-	-	-	-	-	-	-	-	-	-	-
Reproduction Clerk, File Clerk, Data Entry	A1	\$ 50.00	-	-	-	-	-	-	-	-	-	-	-	-
<b>Subtotal Labor Hours</b>			<b>94.0</b>	<b>20.0</b>	<b>56.0</b>	<b>40.0</b>	<b>60.0</b>	<b>32.0</b>	<b>40.0</b>	<b>48.0</b>	<b>96.0</b>	<b>-</b>	<b>8.0</b>	<b>8.0</b>
<b>Total Labor Costs</b>			<b>\$ 12,388</b>	<b>\$ 2,404</b>	<b>\$ 6,856</b>	<b>\$ 5,324</b>	<b>\$ 8,460</b>	<b>\$ 3,680</b>	<b>\$ 5,268</b>	<b>\$ 6,440</b>	<b>\$ 13,208</b>	<b>\$ -</b>	<b>\$ 920</b>	<b>\$ 920</b>

ODCs & Travel	Vendor/Subk													
Travel			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Travel Cost</b>			<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Geotechnical Support	American Geotechni		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HVAC Support	Bender Dean Engine		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Landscape Support	KTU+A		\$ -	\$ 220	\$ 1,950	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 880	\$ 5,780	\$ -	\$ -
Architectural Support	Platt/Whitelaw Archit		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Surveying	Coast Surveying		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reproduction			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Subtotal ODCs</b>			<b>\$ -</b>	<b>\$ 220</b>	<b>\$ 1,950</b>	<b>\$ -</b>	<b>\$ 880</b>	<b>\$ 5,780</b>	<b>\$ -</b>	<b>\$ -</b>				
<b>G&amp;A on ODCs (excl Travel) 5.00%</b>			<b>\$ -</b>	<b>\$ 11</b>	<b>\$ 98</b>	<b>\$ -</b>	<b>\$ 44</b>	<b>\$ 289</b>	<b>\$ -</b>	<b>\$ -</b>				
<b>Total ODC Costs</b>			<b>\$ -</b>	<b>\$ 231</b>	<b>\$ 2,048</b>	<b>\$ -</b>	<b>\$ 924</b>	<b>\$ 6,069</b>	<b>\$ -</b>	<b>\$ -</b>				
<b>Profit on ODCs (excl Travel) 6.00%</b>			<b>\$ -</b>	<b>\$ 14</b>	<b>\$ 123</b>	<b>\$ -</b>	<b>\$ 55</b>	<b>\$ 364</b>	<b>\$ -</b>	<b>\$ -</b>				
<b>Total ODCs</b>			<b>\$ -</b>	<b>\$ 245</b>	<b>\$ 2,170</b>	<b>\$ -</b>	<b>\$ 979</b>	<b>\$ 6,433</b>	<b>\$ -</b>	<b>\$ -</b>				
<b>Total ODCS &amp; Travel</b>			<b>\$ -</b>	<b>\$ 245</b>	<b>\$ 2,170</b>	<b>\$ -</b>	<b>\$ 979</b>	<b>\$ 6,433</b>	<b>\$ -</b>	<b>\$ -</b>				
<b>Total Cost</b>			<b>\$ 12,388</b>	<b>\$ 2,649</b>	<b>\$ 9,026</b>	<b>\$ 5,324</b>	<b>\$ 8,460</b>	<b>\$ 3,680</b>	<b>\$ 5,268</b>	<b>\$ 6,440</b>	<b>\$ 14,187</b>	<b>\$ 6,433</b>	<b>\$ 920</b>	<b>\$ 920</b>

**BRADY - WORK BREAKDOWN STRUCTURE (WBS) DETAIL SHEET**

LABOR HOURS			2.25	2.26	2.27	2.28	2.29	2.30	2.31	2.32	2.33	2.34	
Labor Category	Code	Bill Rate	Remove/Replace Sidewalks in Park	Internal Reservoir Crack Repair Recommendations	Design of Approved Improvements	Design New SCADA	Monthly Project Team Meetings	30% Submittal Preparation	90% Submittal Preparation	100% Submittal Preparation	Final Submittal Preparation	Phase 2 Project Management	TOTAL
Principal-in-Charge / Senior Program Mgr	P5	\$ 230.00	-	-	8.0	-	12.0	-	-	-	-	40.0	136.0
Mechanical Engineer - Managing	P4	\$ 181.00	-	-	-	-	-	-	-	-	-	-	18.0
Civil Engineer - Senior	P3	\$ 141.00	-	-	16.0	-	-	-	-	-	-	-	400.0
Civil Engineer - Staff	P2	\$ 100.00	-	-	-	-	-	-	-	-	-	-	18.0
Electrical Engineer - Senior	P3	\$ 141.00	-	-	32.0	80.0	22.0	-	-	-	-	-	652.0
Electrical Engineer - Staff	P2	\$ 100.00	-	-	-	-	-	-	-	-	-	-	80.0
Structural Engineer - Managing	P4	\$ 181.00	-	6.0	139.0	-	-	-	-	-	-	-	425.0
Engineer/Scientist - Senior	P3	\$ 141.00	-	-	-	-	-	-	-	-	-	-	40.0
Staff CADD/GIS Specialist	T3	\$ 115.00	8.0	8.0	64.0	-	-	-	-	-	-	-	940.0
Senior Quality Control / Senior Technical Rev	P4	\$ 181.00	-	-	-	-	10.0	-	-	-	-	-	90.0
Estimator	T4	\$ 163.00	-	-	-	-	-	-	-	-	-	-	40.0
Reproduction Clerk, File Clerk, Data Entry	A1	\$ 50.00	-	-	-	-	-	4.0	4.0	4.0	4.0	-	16.0
<b>Subtotal Labor Hours</b>			<b>8.0</b>	<b>14.0</b>	<b>259.0</b>	<b>80.0</b>	<b>44.0</b>	<b>4.0</b>	<b>4.0</b>	<b>4.0</b>	<b>4.0</b>	<b>40.0</b>	<b>2,855.0</b>
<b>Total Labor Costs</b>			<b>\$ 920</b>	<b>\$ 2,006</b>	<b>\$ 41,127</b>	<b>\$ 11,280</b>	<b>\$ 7,672</b>	<b>\$ 200</b>	<b>\$ 200</b>	<b>\$ 200</b>	<b>\$ 200</b>	<b>\$ 9,200</b>	<b>\$ 406,945</b>

ODCs & Travel	Vendor/Subk												TOTAL	
Travel		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Travel Cost</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Geotechnical Support	American Geotechni	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,700
HVAC Support	Bender Dean Engine	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,920
Landscape Support	KTU+A	\$ 880	\$ -	\$ -	\$ -	\$ -	\$ 3,180	\$ 2,710	\$ 4,330	\$ 3,050	\$ 1,700	\$ 1,400	\$ -	\$ 38,950
Architectural Support	Platt/Whitelaw Archit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,968	\$ 19,532	\$ 34,308	\$ 14,873	\$ -	\$ -	\$ -	\$ 74,681
Surveying	Coast Surveying	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,840
Reproduction		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100	\$ 100	\$ 100	\$ 94	\$ -	\$ -	\$ 394
<b>Subtotal ODCs</b>		<b>\$ 880</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 9,148</b>	<b>\$ 22,342</b>	<b>\$ 38,738</b>	<b>\$ 18,023</b>	<b>\$ 1,794</b>	<b>\$ 1,400</b>	<b>\$ -</b>	<b>\$ 155,485</b>
<b>G&amp;A on ODCs (excl Travel) 5.00%</b>		<b>\$ 44</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 457</b>	<b>\$ 1,117</b>	<b>\$ 1,937</b>	<b>\$ 901</b>	<b>\$ 90</b>	<b>\$ 70</b>	<b>\$ -</b>	<b>\$ 7,774</b>
<b>Total ODC Costs</b>		<b>\$ 924</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 9,605</b>	<b>\$ 23,459</b>	<b>\$ 40,675</b>	<b>\$ 18,924</b>	<b>\$ 1,884</b>	<b>\$ 1,470</b>	<b>\$ -</b>	<b>\$ 163,259</b>
<b>Profit on ODCs (excl Travel) 6.00%</b>		<b>\$ 55</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 576</b>	<b>\$ 1,408</b>	<b>\$ 2,440</b>	<b>\$ 1,135</b>	<b>\$ 113</b>	<b>\$ 88</b>	<b>\$ -</b>	<b>\$ 9,796</b>
<b>Total ODCs</b>		<b>\$ 979</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 10,182</b>	<b>\$ 24,867</b>	<b>\$ 43,115</b>	<b>\$ 20,060</b>	<b>\$ 1,997</b>	<b>\$ 1,558</b>	<b>\$ -</b>	<b>\$ 173,055</b>
<b>Total ODCS &amp; Travel</b>		<b>\$ 979</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 10,182</b>	<b>\$ 24,867</b>	<b>\$ 43,115</b>	<b>\$ 20,060</b>	<b>\$ 1,997</b>	<b>\$ 1,558</b>	<b>\$ -</b>	<b>\$ 173,055</b>
<b>Total Cost</b>		<b>\$ 1,899</b>	<b>\$ 2,006</b>	<b>\$ 41,127</b>	<b>\$ 11,280</b>	<b>\$ 17,854</b>	<b>\$ 25,067</b>	<b>\$ 43,315</b>	<b>\$ 20,260</b>	<b>\$ 2,197</b>	<b>\$ 10,758</b>	<b>\$ -</b>	<b>\$ 580,000</b>	

**SUBCONSULTANTS - WORK BREAKDOWN STRUCTURE (WBS) DETAIL SHEET**

LABOR HOURS			LABOR HOURS BY WBS																		
			1.01	1.02	1.03	1.04	1.05	1.06	1.07	1.08	1.09	1.10	1.11	2.01	2.02	2.03	2.04	2.05	2.06	2.07	
Subconsultant	Labor Category	Bill Rate	Topographic Survey	Existing Condition Analysis	Geotechnical Investigation	Condition Assessment and Seismic Evaluation	Basis of Design Memorandum	CEQA	Neighborhood Meetings	City Council Meeting	Roof-top Alternatives Analysis	Phase I Monthly Team Meetings	Phase 1 Project Management	VFD Motor Specifications	New Pump Station Building with Control Room Design and Specifications	Instrumentation and Controls Design and Specifications	Emergency Generator Design and Specifications	Security and Lighting System Design and Specifications	Reservoir Pavement and Concrete Design and Specifications	Engineers Cost Estimate	
American Geotechnical, Inc.	Executive Assistant	\$ 55.00	-	-	1.8	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
American Geotechnical, Inc.	Executive Assistant	\$ 55.00	-	-	1.0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
American Geotechnical, Inc.	Laboratory Technician Supervisor	\$ 75.00	-	-	42.5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
American Geotechnical, Inc.	Technical Illustrator	\$ 95.00	-	-	3.0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
American Geotechnical, Inc.	Staff Engineer / Geologist	\$ 120.00	-	-	24.9	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
American Geotechnical, Inc.	Staff Engineer / Geologist	\$ 120.00	-	-	20.0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
American Geotechnical, Inc.	Chief Engineering Geologist	\$ 160.00	-	-	10.0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
American Geotechnical, Inc.	Principal Geotechnical Engineer	\$ 175.00	-	-	4.9	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>American Geotechnical, Inc.</b>	<b>Subtotal Labor Hours</b>		-	-	<b>108.0</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>American Geotechnical, Inc.</b>	<b>Subtotal Labor Costs</b>		\$ -	\$ -	\$ 11,457	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bender Dean Engineering	Mechanical Engineer - Principal	\$ 160.00	-	-	-	-	-	-	-	-	-	-	-	-	12.0	-	-	-	-	-	1.0
Bender Dean Engineering	Mechanical Engineer - Senior	\$ 140.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Bender Dean Engineering	Mechanical Engineer - Staff	\$ 110.00	-	-	-	-	-	-	-	-	-	-	-	-	50.0	-	-	-	-	-	4.0
Bender Dean Engineering	Mechanical Engineer - Associate	\$ 90.00	-	-	-	-	-	-	-	-	-	-	-	-	50.0	-	-	-	-	-	8.0
Bender Dean Engineering	Staff CADD/GIS Specialist	\$ 70.00	-	-	-	-	-	-	-	-	-	-	-	-	24.0	-	-	-	-	-	-
<b>Bender Dean Engineering</b>	<b>Subtotal Labor Hours</b>		-	-	-	-	-	-	-	-	-	-	-	-	<b>136.0</b>	-	-	-	-	-	<b>13.0</b>
<b>Bender Dean Engineering</b>	<b>Subtotal Labor Costs</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,320
KTU+A	Principal-In-Charge	\$ 170.00	-	-	-	-	-	-	6.0	-	2.0	-	-	-	1.0	-	-	-	-	-	-
KTU+A	Landscape Architect-PM - Associate	\$ 120.00	-	9.0	-	-	5.0	-	12.0	6.0	16.0	8.0	4.0	-	4.0	-	-	-	-	-	-
KTU+A	Irrigation Manager - Senior Associate	\$ 140.00	-	-	-	-	-	-	-	-	-	-	-	-	1.0	-	-	-	-	-	2.0
KTU+A	Landscape Designer	\$ 100.00	-	-	-	-	-	-	-	-	14.0	-	-	-	6.0	-	-	-	-	-	-
KTU+A	Senior Designer Technician	\$ 110.00	-	-	-	-	-	-	-	-	-	-	-	-	6.0	-	-	-	-	-	-
KTU+A	Clerical-Administrative	\$ 80.00	-	-	-	-	-	-	-	-	-	-	1.0	-	-	-	-	-	-	-	-
<b>KTU+A</b>	<b>Subtotal Labor Hours</b>		-	<b>9.0</b>	-	-	<b>5.0</b>	-	<b>18.0</b>	<b>6.0</b>	<b>32.0</b>	<b>8.0</b>	<b>5.0</b>	-	<b>18.0</b>	-	-	-	-	-	<b>2.0</b>
<b>KTU+A</b>	<b>Subtotal Labor Costs</b>		\$ -	\$ 1,080	\$ -	\$ -	\$ 600	\$ -	\$ 2,460	\$ 720	\$ 3,660	\$ 960	\$ 560	\$ -	\$ 2,050	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 280
Platt/Whitelaw Architects, Inc	Principal in Charge	\$ 209.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Platt/Whitelaw Architects, Inc	Project Manager	\$ 160.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Platt/Whitelaw Architects, Inc	Architect	\$ 133.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Platt/Whitelaw Architects, Inc	Project Coordinator	\$ 106.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Platt/Whitelaw Architects, Inc	CADD Tech	\$ 97.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Platt/Whitelaw Architects, Inc</b>	<b>Subtotal Labor Hours</b>		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Platt/Whitelaw Architects, Inc</b>	<b>Subtotal Labor Costs</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Coast Surveying	Certified Party Chief	\$ 150.00	24.0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Coast Surveying	Instrumentman	\$ 138.00	24.0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Coast Surveying	Project Surveyor	\$ 160.00	3.0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Coast Surveying	Survey Analyst	\$ 124.00	15.0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Coast Surveying	Project Manager	\$ 188.00	1.0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Coast Surveying</b>	<b>Subtotal Labor Hours</b>		<b>67.0</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Coast Surveying</b>	<b>Subtotal Labor Costs</b>		\$ 9,440	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>ALL SUBCONSULTANTS</b>	<b>Total Labor Hours</b>		<b>67.0</b>	<b>9.0</b>	<b>108.0</b>	-	<b>5.0</b>	-	<b>18.0</b>	<b>6.0</b>	<b>32.0</b>	<b>8.0</b>	<b>5.0</b>	-	<b>154.0</b>	-	-	-	-	-	<b>15.0</b>
<b>ALL SUBCONSULTANTS</b>	<b>Total Labor Costs</b>		\$ 9,440	\$ 1,080	\$ 11,457	\$ -	\$ 600	\$ -	\$ 2,460	\$ 720	\$ 3,660	\$ 960	\$ 560	\$ -	\$ 15,650	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,600

ODCs & Travel		Vendor/Subk	ODCS/TRAVEL BY WBS																		
Travel	American Geotechnical, Inc.		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel	Bender Dean Engineering		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel	KTU+A		\$ -	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ 200	\$ 100	\$ -	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel	Platt/Whitelaw Architects, Inc		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Travel Cost</b>			\$ -	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ 200	\$ 100	\$ -	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hollow Stem Auger Drill Rig	American Geotechnical, Inc.		\$ -	\$ -	\$ 3,243	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cone Penetrometer Rig	American Geotechnical, Inc.		\$ -	\$ -	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Printing, Delivery, Final Mylars	KTU+A		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reimbursable Expenses	Platt/Whitelaw Architects, Inc		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GPS Equipment Cost - 4 Units	Coast Surveying		\$ 400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Subconsultant ODCs</b>			\$ 400	\$ -	\$ 5,243	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>Total ODCS &amp; Travel</b>		\$ 400	\$ 100	\$ 5,243	\$ -	\$ -	\$ -	\$ 200	\$ 100	\$ -	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>Total Subconsultant Cost</b>		\$ 9,840	\$ 1,180	\$ 16,700	\$ -	\$ 600	\$ -	\$ 2,660	\$ 820	\$ 3,660	\$ 1,060	\$ 560	\$ -	\$ 15,650	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,600

**SUBCONSULTANTS - WORK BREAKDOWN STRUCTURE (WBS) DETAIL SHEET**

LABOR HOURS			2.08	2.09	2.10	2.11	2.12	2.13	2.14	2.15	2.16	2.17	2.18	2.19	2.20	2.21	2.22	2.23	2.24	2.25	
Subconsultant	Labor Category	Bill Rate	Evaluate Reservoir Sealant	Replace Manhole, Switches, Pumps, Controls, Wiring	Relocate Butterfly Vault	Relocate Inlet and Pressure Relief Valves	Relocate Flow Sensing Vault	Design New Separate Inlet (Alternative to Diffuser Replacement)	Replace Mow Strip	Design Restrooms with Sewer Connection	Design Replacement Reservoir Overflow Piping	Demolition Plans and Specifications	Replace Reservoir Tank Entry and Ladder	Evaluate Vent Assembly	Evaluate Power Transformer	Implement Phase I Reservoir Roof Recommendation and Basketball Court	Landscape Design and Replace Irrigation Controller	Repair Surface Cracks on Reservoir Roof	Construct Concrete/Asphalt Areas for Sump Pump and Pathway to Foot Bridge	Remove/Replace Sidewalks in Park	
American Geotechnical, Inc.	Executive Assistant	\$ 55.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
American Geotechnical, Inc.	Executive Assistant	\$ 55.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
American Geotechnical, Inc.	Laboratory Technician Supervisor	\$ 75.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
American Geotechnical, Inc.	Technical Illustrator	\$ 95.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
American Geotechnical, Inc.	Staff Engineer / Geologist	\$ 120.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
American Geotechnical, Inc.	Staff Engineer / Geologist	\$ 120.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
American Geotechnical, Inc.	Chief Engineering Geologist	\$ 160.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
American Geotechnical, Inc.	Principal Geotechnical Engineer	\$ 175.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>American Geotechnical, Inc.</b>	<b>Subtotal Labor Hours</b>		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>American Geotechnical, Inc.</b>	<b>Subtotal Labor Costs</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bender Dean Engineering	Mechanical Engineer - Principal	\$ 160.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Bender Dean Engineering	Mechanical Engineer - Senior	\$ 140.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Bender Dean Engineering	Mechanical Engineer - Staff	\$ 110.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Bender Dean Engineering	Mechanical Engineer - Associate	\$ 90.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Bender Dean Engineering	Staff CADD/GIS Specialist	\$ 70.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Bender Dean Engineering</b>	<b>Subtotal Labor Hours</b>		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Bender Dean Engineering</b>	<b>Subtotal Labor Costs</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
KTU+A	Principal-In-Charge	\$ 170.00	-	-	-	-	-	-	-	1.0	-	-	-	-	-	-	-	-	-	-	-
KTU+A	Landscape Architect-PM - Associate	\$ 120.00	-	-	-	-	-	-	1.0	4.0	-	-	-	-	-	4.0	12.0	-	-	4.0	
KTU+A	Irrigation Manager - Senior Associate	\$ 140.00	-	-	-	-	-	-	-	1.0	-	-	-	-	-	-	13.0	-	-	-	
KTU+A	Landscape Designer	\$ 100.00	-	-	-	-	-	-	1.0	5.0	-	-	-	-	-	4.0	12.0	-	-	4.0	
KTU+A	Senior Designer Technician	\$ 110.00	-	-	-	-	-	-	-	6.0	-	-	-	-	-	-	12.0	-	-	-	
KTU+A	Clerical-Administrative	\$ 80.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
<b>KTU+A</b>	<b>Subtotal Labor Hours</b>		-	-	-	-	-	-	2.0	17.0	-	-	-	-	-	8.0	49.0	-	-	8.0	
<b>KTU+A</b>	<b>Subtotal Labor Costs</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 220	\$ 1,950	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 880	\$ 5,780	\$ -	\$ -	\$ 880	
Platt/Whitelaw Architects, Inc	Principal in Charge	\$ 209.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Platt/Whitelaw Architects, Inc	Project Manager	\$ 160.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Platt/Whitelaw Architects, Inc	Architect	\$ 133.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Platt/Whitelaw Architects, Inc	Project Coordinator	\$ 106.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Platt/Whitelaw Architects, Inc	CADD Tech	\$ 97.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Platt/Whitelaw Architects, Inc</b>	<b>Subtotal Labor Hours</b>		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Platt/Whitelaw Architects, Inc</b>	<b>Subtotal Labor Costs</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Coast Surveying	Certified Party Chief	\$ 150.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Coast Surveying	Instrumentman	\$ 138.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Coast Surveying	Project Surveyor	\$ 160.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Coast Surveying	Survey Analyst	\$ 124.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Coast Surveying	Project Manager	\$ 188.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Coast Surveying</b>	<b>Subtotal Labor Hours</b>		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Coast Surveying</b>	<b>Subtotal Labor Costs</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>ALL SUBCONSULTANTS</b>	<b>Total Labor Hours</b>		-	-	-	-	-	-	2.0	17.0	-	-	-	-	-	8.0	49.0	-	-	8.0	
<b>ALL SUBCONSULTANTS</b>	<b>Total Labor Costs</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 220	\$ 1,950	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 880	\$ 5,780	\$ -	\$ -	\$ 880	
<b>ODCs &amp; Travel</b>	<b>Vendor/Subk</b>																				
Travel	American Geotechnical, Inc.		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel	Bender Dean Engineering		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel	KTU+A		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel	Platt/Whitelaw Architects, Inc		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Travel Cost</b>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hollow Stem Auger Drill Rig	American Geotechnical, Inc.		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cone Penetrometer Rig	American Geotechnical, Inc.		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Printing, Delivery, Final Mylars	KTU+A		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reimbursable Expenses	Platt/Whitelaw Architects, Inc		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GPS Equipment Cost - 4 Units	Coast Surveying		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Subconsultant ODCs</b>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>Total ODCS &amp; Travel</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>Total Subconsultant Cost</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 220	\$ 1,950	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 880	\$ 5,780	\$ -	\$ -	\$ 880	

**SUBCONSULTANTS - WORK BREAKDOWN STRUCTURE (WBS) DETAIL SHEET**

LABOR HOURS			2.26	2.27	2.28	2.29	2.30	2.31	2.32	2.33	2.34	
Subconsultant	Labor Category	Bill Rate	Internal Reservoir Crack Repair Recommendations	Design of Approved Improvements	Design New SCADA	Monthly Project Team Meetings	30% Submittal Preparation	90% Submittal Preparation	100% Submittal Preparation	Final Submittal Preparation	Phase 2 Project Management	TOTAL
American Geotechnical, Inc.	Executive Assistant	\$ 55.00	-	-	-	-	-	-	-	-	-	1.8
American Geotechnical, Inc.	Executive Assistant	\$ 55.00	-	-	-	-	-	-	-	-	-	1.0
American Geotechnical, Inc.	Laboratory Technician Supervisor	\$ 75.00	-	-	-	-	-	-	-	-	-	42.5
American Geotechnical, Inc.	Technical Illustrator	\$ 95.00	-	-	-	-	-	-	-	-	-	3.0
American Geotechnical, Inc.	Staff Engineer / Geologist	\$ 120.00	-	-	-	-	-	-	-	-	-	24.9
American Geotechnical, Inc.	Staff Engineer / Geologist	\$ 120.00	-	-	-	-	-	-	-	-	-	20.0
American Geotechnical, Inc.	Chief Engineering Geologist	\$ 160.00	-	-	-	-	-	-	-	-	-	10.0
American Geotechnical, Inc.	Principal Geotechnical Engineer	\$ 175.00	-	-	-	-	-	-	-	-	-	4.9
<b>American Geotechnical, Inc.</b>	<b>Subtotal Labor Hours</b>		-	-	-	-	-	-	-	-	-	<b>108.0</b>
<b>American Geotechnical, Inc.</b>	<b>Subtotal Labor Costs</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	<b>\$ 11,457</b>
Bender Dean Engineering	Mechanical Engineer - Principal	\$ 160.00	-	-	-	-	-	-	-	-	-	13.0
Bender Dean Engineering	Mechanical Engineer - Senior	\$ 140.00	-	-	-	-	-	-	-	-	-	-
Bender Dean Engineering	Mechanical Engineer - Staff	\$ 110.00	-	-	-	-	-	-	-	-	-	54.0
Bender Dean Engineering	Mechanical Engineer - Associate	\$ 90.00	-	-	-	-	-	-	-	-	-	58.0
Bender Dean Engineering	Staff CADD/GIS Specialist	\$ 70.00	-	-	-	-	-	-	-	-	-	24.0
<b>Bender Dean Engineering</b>	<b>Subtotal Labor Hours</b>		-	-	-	-	-	-	-	-	-	<b>149.0</b>
<b>Bender Dean Engineering</b>	<b>Subtotal Labor Costs</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	<b>\$ 14,920</b>
KTU+A	Principal-In-Charge	\$ 170.00	-	-	-	-	1.0	1.0	1.0	1.0	-	14.0
KTU+A	Landscape Architect-PM - Associate	\$ 120.00	-	-	-	24.0	9.0	12.0	9.0	4.0	9.0	156.0
KTU+A	Irrigation Manager - Senior Associate	\$ 140.00	-	-	-	-	3.0	6.0	4.0	1.0	-	31.0
KTU+A	Landscape Designer	\$ 100.00	-	-	-	-	4.0	8.0	6.0	2.0	-	66.0
KTU+A	Senior Designer Technician	\$ 110.00	-	-	-	-	4.0	8.0	4.0	1.0	-	41.0
KTU+A	Clerical-Administrative	\$ 80.00	-	-	-	-	-	-	-	-	4.0	5.0
<b>KTU+A</b>	<b>Subtotal Labor Hours</b>		-	-	-	<b>24.0</b>	<b>21.0</b>	<b>35.0</b>	<b>24.0</b>	<b>9.0</b>	<b>13.0</b>	<b>313.0</b>
<b>KTU+A</b>	<b>Subtotal Labor Costs</b>		\$ -	\$ -	\$ -	<b>\$ 2,880</b>	<b>\$ 2,510</b>	<b>\$ 4,130</b>	<b>\$ 2,850</b>	<b>\$ 1,100</b>	<b>\$ 1,400</b>	<b>\$ 36,950</b>
Platt/Whitelaw Architects, Inc	Principal in Charge	\$ 209.00	-	-	-	-	4.0	4.0	4.0	-	-	12.0
Platt/Whitelaw Architects, Inc	Project Manager	\$ 160.00	-	-	-	32.0	48.0	40.0	32.0	-	-	152.0
Platt/Whitelaw Architects, Inc	Architect	\$ 133.00	-	-	-	-	-	40.0	8.0	-	-	48.0
Platt/Whitelaw Architects, Inc	Project Coordinator	\$ 106.00	-	-	-	8.0	60.0	132.0	48.0	-	-	248.0
Platt/Whitelaw Architects, Inc	CADD Tech	\$ 97.00	-	-	-	-	48.0	80.0	20.0	-	-	148.0
<b>Platt/Whitelaw Architects, Inc</b>	<b>Subtotal Labor Hours</b>		-	-	-	<b>40.0</b>	<b>160.0</b>	<b>296.0</b>	<b>112.0</b>	-	-	<b>608.0</b>
<b>Platt/Whitelaw Architects, Inc</b>	<b>Subtotal Labor Costs</b>		\$ -	\$ -	\$ -	<b>\$ 5,968</b>	<b>\$ 19,532</b>	<b>\$ 34,308</b>	<b>\$ 14,048</b>	\$ -	\$ -	<b>\$ 73,856</b>
Coast Surveying	Certified Party Chief	\$ 150.00	-	-	-	-	-	-	-	-	-	24.0
Coast Surveying	Instrumentman	\$ 138.00	-	-	-	-	-	-	-	-	-	24.0
Coast Surveying	Project Surveyor	\$ 160.00	-	-	-	-	-	-	-	-	-	3.0
Coast Surveying	Survey Analyst	\$ 124.00	-	-	-	-	-	-	-	-	-	15.0
Coast Surveying	Project Manager	\$ 188.00	-	-	-	-	-	-	-	-	-	1.0
<b>Coast Surveying</b>	<b>Subtotal Labor Hours</b>		-	-	-	-	-	-	-	-	-	<b>67.0</b>
<b>Coast Surveying</b>	<b>Subtotal Labor Costs</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	<b>\$ 9,440</b>
<b>ALL SUBCONSULTANTS</b>	<b>Total Labor Hours</b>		-	-	-	<b>64.0</b>	<b>181.0</b>	<b>331.0</b>	<b>136.0</b>	<b>9.0</b>	<b>13.0</b>	<b>1,245.0</b>
<b>ALL SUBCONSULTANTS</b>	<b>Total Labor Costs</b>		\$ -	\$ -	\$ -	<b>\$ 8,848</b>	<b>\$ 22,042</b>	<b>\$ 38,438</b>	<b>\$ 16,898</b>	<b>\$ 1,100</b>	<b>\$ 1,400</b>	<b>\$ 146,623</b>
<b>ODCs &amp; Travel</b>	<b>Vendor/Subk</b>											<b>TOTAL</b>
Travel	American Geotechnical, Inc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel	Bender Dean Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel	KTU+A	\$ -	\$ -	\$ -	\$ 300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800
Travel	Platt/Whitelaw Architects, Inc	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Travel Cost</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 300</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 800</b>
Hollow Stem Auger Drill Rig	American Geotechnical, Inc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,243
Cone Penetrometer Rig	American Geotechnical, Inc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000
Printing, Delivery, Final Mylars	KTU+A	\$ -	\$ -	\$ -	\$ -	\$ 200	\$ 200	\$ 200	\$ 600	\$ -	\$ -	\$ 1,200
Reimbursable Expenses	Platt/Whitelaw Architects, Inc	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 825	\$ -	\$ -	\$ -	\$ 825
GPS Equipment Cost - 4 Units	Coast Surveying	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400
<b>Total Subconsultant ODCs</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 200</b>	<b>\$ 200</b>	<b>\$ 1,025</b>	<b>\$ 600</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 7,668</b>
	<b>Total ODCS &amp; Travel</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 300</b>	<b>\$ 200</b>	<b>\$ 200</b>	<b>\$ 1,025</b>	<b>\$ 600</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8,468</b>
	<b>Total Subconsultant Cost</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 9,148</b>	<b>\$ 22,242</b>	<b>\$ 38,638</b>	<b>\$ 17,923</b>	<b>\$ 1,700</b>	<b>\$ 1,400</b>	<b>\$ 1,400</b>	<b>\$ 155,091</b>



Named Insured: Richard Brady & Associates  
Policy Number: ECC20000025800

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Of Organization(s):</b>	<b>Location And Description Of Completed Operations:</b>
Any person(s) or organizations(s) whom the Named Insured agrees, in a written contract, to name as additional insured. However, this status exists only for the project specified in that contract.	Those project locations where this endorsement is required by contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Definitions** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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# ENDORSEMENT

Named Insured: Richard Brady & Associates

Policy Number: ECC20000025800

Endorsement

Effective Date:

5/12/2015

(12:01 AM Standard Time at the address of the  
Named Insured as shown in the Declarations)

## AUTOMATIC ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This Endorsement changes the Policy. Please read it carefully.

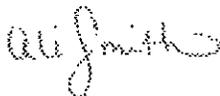
It is agreed that:

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART CONTRACTORS POLLUTION LIABILITY COVERAGE PART

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to name as an additional insured is included as an insured, but only as respects the project specified in that contract and only with respect to that person's or organization's vicarious liability arising out of your ongoing operations performed for that insured. The limit of the additional insured coverage shall be the lesser of:

1. those limits required by written contract; or
2. the applicable per claim limit per the Declarations.



\_\_\_\_\_  
Authorized Representative

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.

# ENDORSEMENT

Named Insured: Richard Brady & Associates

Policy Number: ECC20000025800

Endorsement

Effective Date: 5/12/2015

(12:01 AM Standard Time at the address of the  
Named Insured as shown in the Declarations)

## AUTOMATIC PRIMARY AND NON-CONTRIBUTORY INSURANCE ENDORSEMENT – DESIGNATED WORK OR PROJECT(S)

This Endorsement changes the Policy. Please read it carefully.

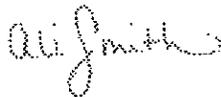
It is agreed that:

### SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *named insured* agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract.

In consideration of an additional premium of \$ Applied, and notwithstanding anything contained in this Policy to the contrary, it is hereby agreed that this Policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and non-contributory to this insurance.



Authorized Representative

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.

# ENDORSEMENT

Named Insured: Richard Brady & Associates

Policy Number: ECC20000025800

Endorsement

Effective Date: 5/12/2015

(12:01 AM Standard Time at the address of the  
Named Insured as shown in the Declarations)

## AUTOMATIC WAIVER OF SUBROGATION ENDORSEMENT

This Endorsement changes the Policy. Please read it carefully.

It is agreed that:

This endorsement modifies insurance provided under the following:

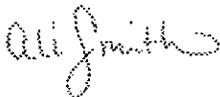
**COMMERCIAL GENERAL LIABILITY COVERAGE PART**  
**CONTRACTORS POLLUTION LIABILITY COVERAGE PART**  
SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) to whom the *Named Insured* agrees, in a written contract, to provide a waiver of subrogation. However, this status exists only for the project specified in that contract.

The Company waives any right of recovery it may have against the person or organization shown in the above Schedule because of payments the Company makes for injury or damage arising out of the *insured's* work done under a contract with that person or organization. The waiver applies only to the person or organization in the above Schedule.

Under no circumstances shall this endorsement act to extend the policy period, change the scope of coverage or increase the Aggregate Limits of Insurance shown in the Declarations.



Authorized Representative

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/23/15

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

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

<b>PRODUCER</b> Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive, Suite #1100 Miami, FL 33131-4937	<b>CONTACT NAME:</b> Aon Risk Services, Inc of Florida <b>PHONE (A/C, No, Ext):</b> 800-743-8130 <b>FAX (A/C, No):</b> 800-522-7514 <b>EMAIL ADDRESS:</b> ADP.COI.Center@Aon.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
INSURER A : National Union Fire Ins Co of Pittsburgh <b>NAIC #</b> 19445	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

**INSURED**  
 ADP TotalSource FL XVI, Inc.  
 10200 Sunset Drive  
 Miami, FL 33173  
 L/C/F  
 Richard Brady & Associates  
 3710 Ruffin Rd.  
 San Diego, CA 92123

**COVERAGES**      **CERTIFICATE NUMBER:** 1159307      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DEC    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC 034126814 CA	07/01/15	07/01/16	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 See attached Certificate Holder Cancellation Notice.  
 All worksite employees working for RICHARD BRADY & ASSOCIATES, paid under ADP TOTALSOURCE, INC's payroll, are covered under the above stated policy.  
 WAIVER OF SUBROGATION IN FAVOR OF CERTIFICATE HOLDER AS RESPECTS OF JOB PERFORMED BY RICHARD BRADY & ASSOCIATES AS REQUIRED BY WRITTEN CONTRACT.

**CERTIFICATE HOLDER**

**CANCELLATION**

City of Fountain Valley 10200 Slater Ave. Fountain Valley, CA 92708	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services, Inc of Florida</i>
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**POLICY HOLDER NOTICE**

**CERTIFICATE HOLDER CANCELLATION NOTICE SCHEDULE**

**Should this policy be cancelled before the expiration date hereof, the producer will endeavor to mail 30 days written notice to the certificate holder named herein, but failure to do so shall impose no obligation or liability of any kind upon the insurer, the producer, or the respective agents or representatives of each.**

**SCHEDULE:**

CERTIFICATE HOLDERS AS IDENTIFIED ON THE MOST RECENT QUARTERLY SCHEDULE OF CERTIFICATE HOLDERS PROVIDED BY THE INSURED'S BROKER OF RECORD TO THE INSURER.



**CITY OF FOUNTAIN VALLEY  
CITY COUNCIL  
COUNCIL ACTION REQUEST**

To: Honorable Mayor and  
Members of the City Council

Agenda Date: November 17, 2015

SUBJECT: City of Fountain Valley Six Month Strategic Objectives Adoption  
For October 29, 2015 – April 1, 2016

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**EXECUTIVE SUMMARY:**

On October 29, 2015 the City Council held a strategic planning session to help clearly define the goals and priorities of the City in which a finalized Six Month Strategic Objectives matrix for October 29, 2015 – April 1, 2016 was been prepared for adoption.

**DISCUSSION:**

During the City's strategic planning session on October 29, 2015, the City Council, management and staff in attendance reviewed the previously established mission statement, three year goals and six-month strategic planning objectives. The strategic plan has and will continue to serve as a guideline for both the council and staff as we work to achieve our goals over the next few years.

The mission statement that was developed in our Strategic Planning efforts is "The City of Fountain Valley delivers cost-effective quality public services to provide a safe and desirable community that enriches its residents and businesses."

The three year goals that the Council has adopted and staff has been working to achieve include:

- Enhance economic development
- Achieve financial stability
- Attract, develop and retain quality staff
- Maintain and enhance infrastructure and facilities
- Enhance community outreach and engagement

During the October 29, 2015 Strategic Planning Retreat six-month objectives were established in support of these goals. These objectives and staff's progress toward achieving them are attached for your reference under Attachment No. 1.

**FINANCIAL ANALYSIS**

There are no financial impacts related to this update.

**ATTORNEY REVIEW:**

City Attorney review was not necessary for this item.

**ALTERNATIVES:**

**Alternative No. 1:** Adopt the updated Six-Month Strategic Objectives Matrix for October 29, 2015 – April 1, 2016

**Alternative No. 2:** Direct staff to take an alternate action.

**RECOMMENDATION:**

Staff recommends that the City Council adopt the Six Month Strategic Objectives matrix for October 29, 2015 – April 1, 2016.

Prepared By: Kathy Heard, Deputy City Clerk

Procurement Review by: Cathy Wagner, Purchasing Manager

Fiscal Review by: David Cain, Finance Director/Treasurer

Approved By: Bob Hall, City Manager

Attachment 1: Updated Six Month Strategic Objectives Matrix for October 29, 2015 – April 1, 2016

**CITY OF FOUNTAIN VALLEY**  
**SIX MONTH STRATEGIC OBJECTIVES**  
**October 29, 2015 – April 1, 2016**

<b>THREE-YEAR GOAL: <i>ENHANCE ECONOMIC DEVELOPMENT</i></b>						
<b>WHEN</b>	<b>WHO</b>	<b>WHAT</b>	<b>STATUS</b>			<b>COMMENTS</b>
			DONE	ON TARGET	REVISED	
1. At the January 19, 2016 City Council meeting	Police Chief and the Attorney for the City	Provide an update to the City Council on the progress made addressing problems associated with groups living in homes operating as boarding houses.				
2. At the February 16, 2016 City Council meeting	Planning and Building Director and the Attorney for the City	Report to the City Council progress on improvements to the Fountain Plaza property.				
3. By March 1, 2016 and annually thereafter	Mayor, working with the Planning and Building Director	Present the Business Beautification Award.				
4. By April 1, 2016	Planning and Building Director	Present to the City Council for action recommendations for changes to parking standards for Planning Commission and City Council consideration.				
5. By April 1, 2016	Planning and Building Director and the Attorney for the City	Recommend to the City Council for action an ordinance to regulate short-term rentals (less than 30 days).				
6. By April 1, 2016	Planning and Building Director, working with a consultant	Present the draft Fountain Valley Crossings Specific Plan to the City Council and Planning Commission for feedback.				

7. By April 1, 2016	Public Works Director, working with the Code Enforcement Officer	Identify the area and hold a Neighborhood Clean Up Day.				
8. By April 1, 2016	City Manager and Assistant to the City Manager	Meet with five commercial property owners/brokers to identify how to revitalize Fountain Valley shopping centers and report the results to the City Council.				

**THREE-YEAR GOAL: *ACHIEVE FINANCIAL STABILITY***

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. At the January 19, 2016 City Council meeting	Fire Chief and Finance Director	Recommend to the City Council for consideration a financing plan for purchasing fire apparatus.				
2. At the February 2, 2016 City Council meeting	Finance Director and Planning and Building Director	Review and recommend to the City Council for action an update of the building and development fees.				
3. By February 1, 2016	Public Works Director and Finance Director	Present to the City Council for consideration funding sources for the \$7 million needed to replace the two storm pump stations.				
4. By February 1, 2016	City Manager and Finance Director (co-leads), Mayor and City Council	Present revenue enhancement opportunities to the community for their feedback, including new ideas.				
5. By February 1, 2016	Public Works Director and Finance Director	Conduct a financial analysis of the Water Fund and report the results to the City Manager.				
6. By April 1, 2016	City Manager and Finance Director	Present to the City Council for action a Revenue Enhancement Plan.				

**THREE-YEAR GOAL: ATTRACT, DEVELOP AND RETAIN QUALITY STAFF WITHIN FINANCIAL CONSTRAINTS**

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. At least monthly	IS Manager	Update the Employee Page on the Intranet.				
2. At the December 15, 2015 City Council meeting and quarterly thereafter	Mayor	Present an Employee Recognition Award for Excellence.				
3. By February 1, 2016	Each Department Head	Identify critical core functions, conduct an assessment of their employees' strengths and needs, and provide them opportunities for cross training and growth experiences and report the results to the City Manager.				
4. By April 1, 2016	Management Team (HR Director-lead)	Identify and implement at least three feasible employee suggestions based on the feedback given to the Department Heads in April and May 2015.				
5. By April 1, 2016	HR Director	Publish and distribute to all employees the City-wide Employee Training Schedule.				
6. By April 1, 2016	Management Team (HR Director-lead)	Develop a City-wide Succession Plan and report the results to the City Council.				

**THREE-YEAR GOAL: MAINTAIN AND ENHANCE INFRASTRUCTURE AND FACILITIES**

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. At the November 17, 2015 City Council meeting	Public Works Director	Recommend to the City Council for action retention of a Design Consultant for the upgrade of Reservoir 2.				
2. At the December 15, 2015 City Council meeting	Public Works Director, working with an energy solutions company	Complete an investment grade energy audit for solar energy opportunities and present the results to the City Council.				
3. By February 1, 2016	Police Chief and Finance Director	Report to the City Manager on ergonomic needs and costs associated with refurbishing the Police Communication Center for future budget consideration.				
4. By February 1, 2016	IS Manager and Police Chief	Make adjustments to the specifications necessary to enhance security in the City Hall and report and present to the City Manager for approval and release of the RFP.				
5. By March 1, 2016	Public Works Director	Construct the Utility Management Center.				
6. By April 1, 2016	Public Works Director	Construct the upgrade of the Ward Street Sewer Lift Station.				
7. By April 1, 2016	Public Works Director	Ensure City Hall is re-carpeted.				
8. By April 1, 2016	Public Works Director and Finance Director	Identify and report to the City Manager funding for the repair of the bottom of the fountain at City Hall for future budget consideration.				
9. By April 1, 2016	Public Works Director, working with an energy solutions company	Complete recommendations for street light purchase and present to the City Council for direction.				
10. By April 1, 2016	Public Works Director	Solicit bids and recommend to the City Council for action a contractor to refurbish the Recreation Center exterior.				

**THREE-YEAR GOAL: *ENHANCE COMMUNITY OUTREACH AND ENGAGEMENT***

WHEN	WHO	WHAT	STATUS			COMMENTS
			DONE	ON TARGET	REVISED	
1. By November 1, 2015 and monthly thereafter	Mayor Pro Tem Cheryl Brothers	Ensure that the Mayor's column is published in Fountain Living magazine.				
2. By December 1, 2015	IS Manager (lead) and Community Services Manager	Provide a televised presentation on Channel 3 to the public on the capabilities of the website and community events.				
3. By December 1, 2015	IS Manager (lead) and Community Services Manager	Update the City Council regarding the current success and increased use of selected free target marketing and public communication outlets (e.g., social media) and find additional outlets.				
4. By February 1, 2016	IS Manager	Develop a Community Feedback Form on the Fountain Valley website for the public to share feedback with the City about hot topics.				
5. By February 1, 2016, and as needed thereafter	IS Manager, working with the City Manager and Assistant to the City Manager	Create a City Fact page on hot topics for the City's webpage.				
6. By March 1, 2016	Community Services Manager and Finance Director	Explore the possibility of expanding print media (e.g., local magazine, weekly newspaper) to the public, including funding for it, and report the results to the City Manager.				



## CITY OF FOUNTAIN VALLEY CITY COUNCIL

### COUNCIL ACTION REQUEST

To: Honorable Mayor and  
Members of the City Council

Agenda Date: November 17, 2015

Subject: Approval to Enter into a Professional Services Agreement with Urban Futures Inc. to Provide Financial Advisory Services for COP Bonds.

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#### **EXECUTIVE SUMMARY:**

As part of the City's financial strategy to improve fiscal stability, staff is aware of an opportunity to address some of the City's infrastructure challenges related to funding the replacement of two aging storm water pump stations. During the October 20, 2015, City Council Study Session, the City's Director of Finance, David Cain gave an overview of the opportunity related to the 2003 COP Bonds. It was discussed that the City could realize an estimated \$1.7 million dollar savings by refinancing the remaining bonds and use a combination of the savings and extending the life of the bonds 10 years to fund the pump stations. This option would generate much of the required \$7 million to replace the two 40-50 year old storm water pump stations while maintaining the same level of existing debt service.

Staff is requesting Council approval to enter into an agreement with Urban Futures Inc. (UFI), in the amount not to exceed \$26,500 to provide financial services relating to the sourcing and issuance of COPs. This is a professional service contract and the City solicited three proposals for financial advisor services. The cost of these services will be paid through the bond proceeds and will not impact the City's current operating budget.

#### **DISCUSSION:**

As part of the City's financial strategy to improve fiscal stability, staff is aware of an opportunity to address some of the City's infrastructure challenges related to funding the replacement of two aging storm water pump stations. This can be accomplished by the following:

1. Refinancing the existing 2003 COP's resulting in interest rate savings over current bonds
2. Use the savings to generate additional bond proceeds
3. Extend the term of the bonds an additional 10 years to finance the remaining proceeds required to finance both storm water pump stations

4. Result will be same P&I payments of about \$875k per year until 2036

The advantage of the recommended financing option for the storm water pump replacement is the following:

1. Current very low interest rate environment – Average bond interest cost would be about 3% (Current term bonds are at 4.5%)
2. City has recently been rated AAA by Standards and Poor with an underlying rating of AA+ - therefore borrowing costs are lower -- (It is anticipate rating agencies will review credit criteria as GASB 68 and 72 are implemented into City financial statements)
3. Cash reserves will continue to be actively invested in the City's investment portfolio. The five year "forward projection" based on today's market conditions show potential interest earnings about 2.5% to 2.7% per annum
4. Interest earning on cash reserve balances will help to cover much of the interest borrowing costs.
5. Prudent cash reserves are necessary for the City maintain a solid credit rating
6. Allow the City to use existing reserves for shorter term capital items such as replacing fire apparatus which have a shorter useful life span
7. Finance period is less than the useful life of the pumps (Bonds 20 years – Useful life 40 years)
8. Interest rates are projected to rise as soon as December 2015 therefore the cost of borrowing later will be more expensive. Federal Reserve has been discussing raising rates over the last several months

Staff solicited fee proposals from three different financial advisory firms, Fieldman Rolapp & Associates, Del Rio Advisors, LLC, and Urban Futures Inc. Staff selected UFI as the firm best suited to our needs based cost, extensive financial advisory experience and their success with the City's recent placement of POB's.

The financial advisory firm of UFI has extensive experience with advising on the issuance of municipal debit structures and credits, including certificates of participation. Additionally, the team assigned to cover the City includes three industry veterans possessing a combined 45 years of experience as municipal financial advisors and investment bankers, including a rating agency analyst. Since 2008, UFI has been involved in over 300 financings for California issuers, exceeding \$3 billion in par. This experience includes pension obligation bonds, water and sewer revenue bonds, special tax bonds, general obligation bonds, lease revenue bonds, and certificates of participation ("COPs"), as well as private placement and redevelopment tax allocation bonds. UFI qualifications and expertise information is attached.

The cost of service is set at an amount not to exceed \$26,500 dollars. This fee includes issuing and evaluating RFP's for bond counsel and underwriting services; evaluation of competitive versus a negotiated bond sale; evaluating preliminary and final pricing scales, and is all inclusive and is based on a COP sizing of approximately \$14 million dollars. The consultant shall advise the City in a fiduciary capacity and act in the City's best interest and will avoid conflicts of interest and shall have a duty of loyalty and care

commensurate with a fiduciary. They shall provide full and fair disclosure to the City of all advantages and disadvantages to the various financing options, and will make a recommendation as to which option is the most beneficial to the City.

**ALTERNATIVES:**

**Alternative No. 1:** Approve a professional services agreement with Urban Futures Inc. in an amount not to exceed \$26,500 for financial services to provide financial advisory services related to the refinancing, sourcing and issuance of Certificates of Participation (COPs) to replace two storm water pump stations.

**Alternative No. 2:** Approve a professional services agreement with Urban Futures Inc. in an amount not to exceed \$26,500 for financial services to provide financial advisory services related to the refinancing of the existing 2003 COPs and direct staff to seek other alternatives for replacing two storm water pump stations.

**Alternative No. 3:** Do not enter into an agreement with Urban Futures Inc. for financial advisory services and direct staff to review other options for the 2003 COPS and financing storm water pump station replacement.

**FINANCIAL ANALYSIS:**

There will be no impact to the budget, all fees and costs will be paid through the proceeds of the bond issuance and the debt service will be the same as the current obligation. The issuance of refunding COP's will generate additional proceeds for replacement of the two storm water pump stations equal to the current annual debt service to the City by extending the same principal and interest payments out an additional ten years.

**LEGAL REVIEW:**

The attorney to the City has reviewed and approved the attached contract.

**RECOMMENDATION:**

Staff recommends Council approve entering into an professional services agreement in the amount not to exceed \$26,500 with Urban Futures Inc., to provide financial advisory services related to the refinancing, sourcing and issuance of COPs to fund replacement of two stormwater pump stations.

Prepared by:	David Cain, Director of Finance/Treasurer
Procurement Review by:	Cathy Wagner, Purchasing Manager
Approved by:	Bob Hall, City Manager

Financial Advisory Services Contract for COP Bonds

November 17, 2015

Page | 4

Attachments:

Professional Services Contract / Proposal

**AGREEMENT FOR PROFESSIONAL SERVICES**  
**CON -15 - \_\_\_\_**

THIS AGREEMENT is made and effective as of November 17, 2015, between the City of Fountain Valley, a municipal corporation, ("CITY") and Urban Futures Inc., a California corporation, ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**RECITALS**

WHEREAS, CITY desires to explore financing options for 2003 COPs; and

WHEREAS, CITY requires a financial consultant to advise the CITY on those options, including the type of financing, and recommendations on underwriter and bond counsel, if appropriate; and

WHEREAS, CONSULTANT is such a financial consultant who is qualified to provide such advice and is willing to provide services in accordance with this AGREEMENT; and

WHEREAS, CONSULTANT is willing to act in CITY's best interests in providing these services, is to act in a fiduciary capacity in fulfilling its duties to CITY, and will avoid conflicts of interest;

**1. TERM**

This AGREEMENT shall commence on November 17, 2015, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2016, unless sooner terminated 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. PERFORMANCE**

CONSULTANT shall at all times faithfully, competently, and to the best of his/her 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. CONSULTANT shall perform its duties in a fiduciary capacity.

**4. CITY MANAGEMENT**

CITY's Finance Director shall represent CITY in all matters pertaining to the administration of this AGREEMENT and 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 which enlarge the Tasks to be Performed or change CONSULTANT's compensation, subject to Section 5 hereof.

**5. PAYMENT**

(a) The CITY agrees to pay CONSULTANT in accordance with the Flat Rate Fee Structure; payment rates, terms, and schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full. This amount shall not exceed Twenty Six Thousand Five Hundred Dollars (\$26,500.00) for the total term of the AGREEMENT, all fees, costs and reimbursable costs included.

(b) CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and CONSULTANT at the time CITY's written authorization is given to CONSULTANT for the performance of said services. The City Manager may approve additional work not to exceed Twenty-Five Thousand Dollars (\$25,000.00). Any additional work in excess of this amount shall be approved by the City Council.

(c) CONSULTANT will be paid upon completion of services. Should the financing not occur, CONSULTANT is not entitled to any fee unless agreed to by separate agreement.

**6. DEFAULT OF CONSULTANT**

(a) The 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 the CONSULTANT. If such failure by the CONSULTANT to make progress in the performance of work hereunder arises out of causes beyond the CONSULTANT's control, and without fault or negligence of the CONSULTANT, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the CONSULTANT is in default in the performance of any of the terms or conditions of this AGREEMENT, he/she shall cause to be served upon the CONSULTANT a written notice of the default. The CONSULTANT shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the

CONSULTANT fails to cure its default within such period of time, the 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.

## **7. OWNERSHIP OF DOCUMENTS**

(a) CONSULTANT shall maintain complete and accurate records with respect financial services rendered and other such information 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 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 forms of documentation prepared in the course of providing the services to be performed pursuant to this AGREEMENT shall become the sole property of the City and may be used, reused or otherwise disposed of by the CITY without the permission of the CONSULTANT. With respect to computer files, CONSULTANT shall make available to the CITY, at the CONSULTANT's office and upon reasonable written request by the CITY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

## **8. INDEMNIFICATION**

(a) Indemnification for Professional Liability. 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 which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT.

(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, loses, 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.

## **9. INSURANCE**

CONSULTANT shall maintain prior to the beginning of and for the duration of this AGREEMENT insurance coverage as specified in Exhibit B attached to and part of this AGREEMENT.

## **10. INDEPENDENT CONSULTANT**

(a) CONSULTANT is and shall at all times remain as to the CITY a wholly independent consultant. 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 whatever 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 the 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 8, 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.

**11. 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. The CONSULTANT shall at all times observe and comply with all such laws and regulations. The CITY, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this Section.

**12. UNDUE INFLUENCE**

CONSULTANT declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Fountain Valley 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 of Fountain Valley 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 the CITY to any and all remedies at law or in equity.

**13. 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 the Project performed under this AGREEMENT.

**14. 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



**18. GOVERNING LAW**

The 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 the superior, or federal district court with jurisdiction over the City of Fountain Valley.

**19. 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.

**20. MODIFICATION**

No modification to this agreement shall be effective unless it is in writing and signed by authorized representatives of the parties hereto.

**21. WORK SCHEDULED/ TIME OF COMPLETION**

CITY and CONSULTANT agree that time is of the essence in this agreement and CONSULTANT shall endeavor to complete project within the time parameters established under the terms of this AGREEMENT.

**22. AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this AGREEMENT on behalf of CONSULTANT warrants and represents that he/she has the authority to execute this AGREEMENT on behalf of the CONSULTANT and has the authority to bind CONSULTANT to the performance of its obligations hereunder.

**23. 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.

///  
///  
///  
///  
///  
///

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CITY OF FOUNTAIN VALLEY

CONSULTANT

\_\_\_\_\_  
Cheryl Brothers  
Mayor

\_\_\_\_\_  
Signature

ATTEST:

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:  
Harper & Burns LLP

  
\_\_\_\_\_  
Colin Burns  
Attorney for the City

Response to  
The City of Fountain Valley



Fee Proposal for  
Financial Advisory Services

October 2015

Urban Futures, Inc.

Southern California Office

3111 North Tustin, Suite 230  
Orange, CA 92865

Bus: (714) 283-9334

Fax: (714) 283-5465

Northern California Office

1470 Maria Lane, Suite 315  
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Michael Busch

President

(714) 283-9334

[michaelb@urbanfuturesinc.com](mailto:michaelb@urbanfuturesinc.com)

October 2015

Mr. David Cain, Finance Director  
City of Fountain Valley  
10200 Slater Ave  
Fountain Valley, CA 92708

Dear Mr. Cain:

Urban Futures Inc. (“UFI”) is pleased to submit this fee proposal to the City of Fountain Valley (the “City”) for Financial Advisory Services. As highlighted below, this proposal demonstrates UFI’s extensive experience with advising on the issuance of municipal debt structures and credits, including certificates of participation, and continued commitment to providing comprehensive solutions to California municipalities.

**Financial Advisor Experience.** Since 2008, UFI has provided financial advisory services on 251 California municipal transactions, totaling \$2.6 billion in par. Relevant recent financial advisory mandates include the City of Moreno Valley’s \$20.0 million COPs, Mount Diablo Unified School District’s \$54.0 million G.O. Bonds, City of Manteca’s \$58.5 million water and sewer refunding revenue bonds, and the City of Oakland’s \$102.9 million refunding tax allocation bonds.

**Certificate of Participation Experience.** Since inception, UFI has been a leader in developing financial financing strategies throughout California. This have been accomplished through financial advisory and consulting services to some of the largest and structurally complex agencies in California, including the Cities of San Bernardino, Beaumont, National City, Azusa, San Ramon and Oakland.

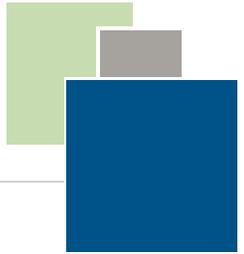
**Comprehensive and Dynamic Approach.** Mr. Michael Busch, the team leader for this engagement, is a leader in providing strategic consulting and financial advisory services to California municipalities. In addition to serving as financial advisor to the City, he has provided budgetary and organizational solutions for the Cities of San Bernardino, Oakland, Indio, Adelanto, Desert Hot Springs and Signal Hill. Most notably, he is engaged as the chief consultant to the City of San Bernardino in connection with its bankruptcy restructuring.

We look forward to continuing our service as financial advisor to the City of Fountain Valley. Please feel free to contact me if you have any questions or require additional information.

Sincerely,

Michael Busch  
President & CEO  
(714) 283-9334  
[michaelb@urbanfuturesinc.com](mailto:michaelb@urbanfuturesinc.com)





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**Proposal to**  
**The City of Fountain Valley**  
**For**  
**Financial Advisory Services**

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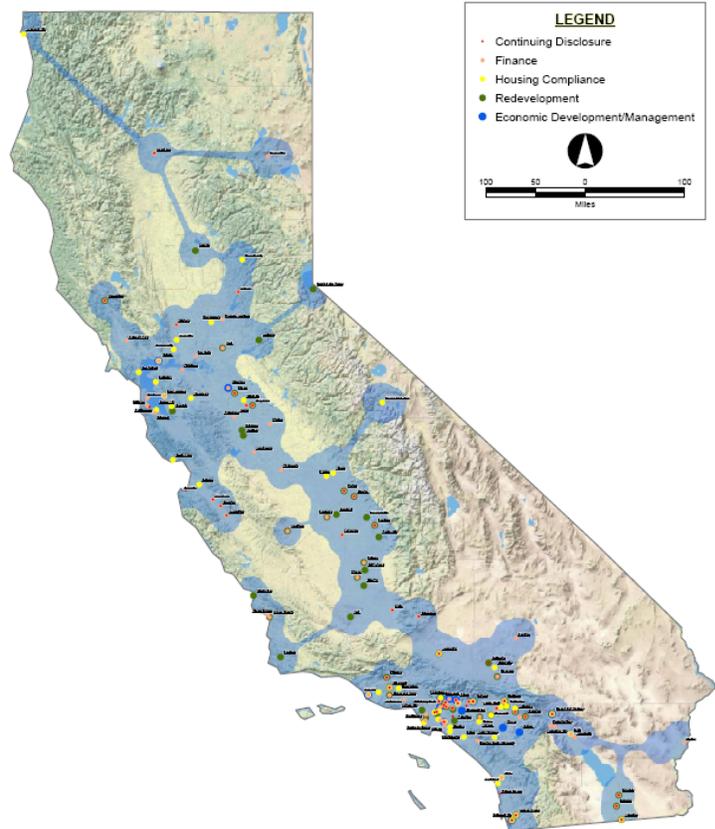


**A. Firm Qualifications**

**Firm Overview.** Urban Futures, Inc. (UFI) is a full service municipal advisory and management consulting firm that has served cities, counties, redevelopment agencies, school districts, water districts, and special districts in the State of California since 1972. The adjacent table provides a comprehensive summary of the services provided by the Firm.

Municipal Financial Advisory	School Financial Advisory
Continuing Disclosure Services	Fiscal Consulting Services (RDA)
Budgetary Strategic Consulting	Investment Advisory

**Commitment to California Municipal Finance.** While dedicated solely to California public finance, UFI continues to expand its presence in terms of personnel, clients and services offered. With 25 professionals located in the Firm’s Northern and Southern California offices, 11 dedicated solely to municipal and school finance, and 2 professionals dedicated solely to providing the highest quality continuing disclosure services, the Firm’s investment in resources has produced immediate results. In recent years, UFI was ranked 4<sup>th</sup> and 3<sup>rd</sup> respectively, in terms of the number of transactions in California.

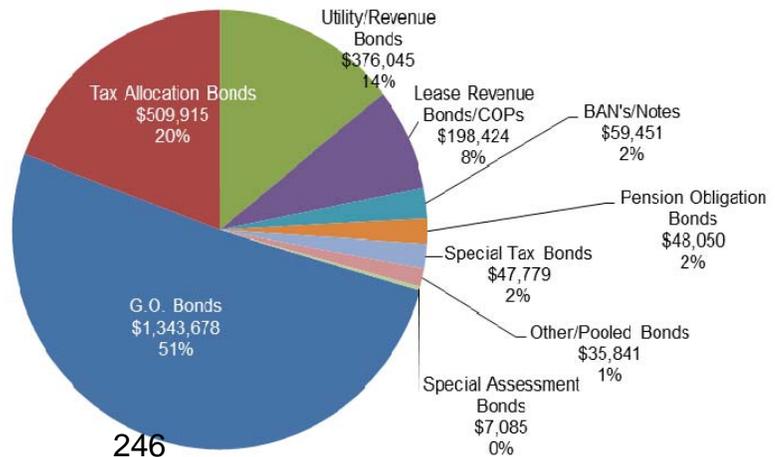


*Securities and Exchange Registration.*

The firm is privately owned, and is registered as a California “C” Corporation. In addition, the firm is a registered Municipal Financial Advisor with the Municipal Securities Rulemaking Board (MSRB) and Securities and Exchange Commission (SEC).

**Services.** The team assigned to cover the City includes three industry veterans possessing a combined 45 years of experience as municipal financial advisors and investment bankers, including a rating agency analyst. Since 2008, the team has been involved in 251 financings for California issuers, totaling \$2.6 billion in par. This experience includes pension obligation bonds, water and sewer revenue bonds,

**Financing Team Experience: 2008 - Present**  
(par in thousands)



special tax bonds, general obligation bonds, lease revenue bonds, and certificates of participation (“COPs”), as well as private placement and redevelopment tax allocation bonds. The adjacent table provides a summary of the team’s experience with municipal debt instruments similar to those in the City’s portfolio.

**Expertise.** Depending on the financing structure of selected engagements, UFI will allocate staff resources to ensure that team member strengths are matched to the needs of the City.

There are no professional or personal financial interest’s that could be a potential conflict of interest in representing the City.

The Firm’s municipal finance practice has not been the subject of investigation or litigation by the SEC, or any other regulatory bodies or law enforcement agencies.

**B. Staff Qualifications**

**MICHAEL P. BUSCH, President** joined Urban Futures in 2007 following a successful career in municipal government. His municipal career consisted primarily of assistant/deputy city manager, finance, and project manager positions. Mr. Busch is a leading expert in the areas of public finance, debt restructuring and capital markets. Additionally, he has served as the President of the Municipal Management Association of Southern California (MMASC), Chair of Cal-ICMA, and is currently the Treasurer of the California Utility Executive Management Association (CUEMA). Since 2009, Michael Busch has served as the President of Urban Futures. In addition to his executive duties, he is charged with the management of some of the Firm’s largest and most complex municipal clients. He has served as financial advisor on the issuance of over \$1 billion in municipal debt for issuers such as the Camrosa Water District, El Monte Union High School District, and the cities of San Ramon, Auburn, National City, South Pasadena, Oakland, Covina, Irwindale, and Azusa. Unlike many of UFI’s competitor’s, Mr. Busch began his career in municipal management. This experience shapes UFI’s unique and holistic approach to advisory that takes into account staffing, long term goals and public policy issues that shape the future of California municipalities. The adjacent table provides the contact information for Mr. Busch, the Firm’s primary contact for this engagement.

Primary Contact Person
Michael Busch, <i>President</i> 3111 N. Tustin, Suite 230 Orange, CA 92865 Phone: (714) 283-9334 Fax: (714) 283-5465 Email: michaelb@urbanfuturesinc.com

*Education:* Mr. Busch earned a Bachelor of Arts Degree from California State Polytechnic University Pomona in Urban and Regional Planning. In addition, Mr. Busch has earned a Master of Arts Degree in Public Administration from California State University Long Beach with an emphasis in public finance and public works.

**JOHN PHAN, Principal** joined Urban Futures in 2014 after working exclusively as an investment banker in public finance for 13 years. John provides financial plan development, transaction oversight and other advisor services for utilities, private higher education, municipalities, special districts, and

non-profit corporations. John has worked on notable utility financings for the Los Angeles Department of Water and Power, Metropolitan Water District, and City of Burbank.

He holds a Bachelor of Science from the University of California, Berkeley. His professional registrations include General Securities Registered Representative (Series 7) and a Uniform Securities Agent State Law (Series 63).

**RUSSELL SAGER, Analyst** has been with Urban Futures since 2012 and is responsible for research, analysis, and administration for the Finance Department. He heads the Finance Department's Continuing Disclosure Division where he is in charge of daily operations, as well as the preparation of Issuer's Annual Continuing Disclosure Reports. Mr. Sager's other contributions include Fiscal Consultant Reports, Tax Increment Projections, bond issuance and refunding scenarios using DBC Financial software, and presentations to Ratings Agencies (S&P, Moody's, Fitch) for initial bond ratings and ratings updates.

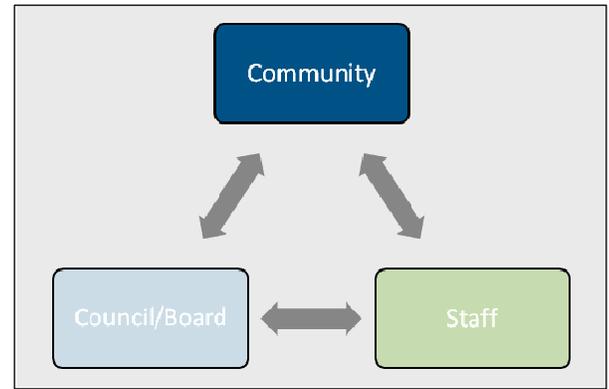
*Education:* Mr. Sager is a graduate of California State University, Fresno where he earned his Bachelor of Arts degree in Business Administration, with an emphasis in Finance.

Team Member:	Michael Busch	Ed Monaco	Doug Anderson
Responsibility	Financial Advisor	Disclosure Surveillance	Fiscal Consultant
Reference	City of Irwindale	City of Coachella	City of Upland
Contact	John Davidson, City Manager	Bill Pattison, Finance Director	Stephen Dunn, City Manager
Email Address	<a href="mailto:jdavidson@ci.irwindale.ca.us">jdavidson@ci.irwindale.ca.us</a>	<a href="mailto:bpattison@coachella.org">bpattison@coachella.org</a>	<a href="mailto:sdunn@ci.upland.ca.us">sdunn@ci.upland.ca.us</a>
Phone Number	(626) 430-2217	(760) 398-2702	(909) 931-4100
Value-Added:	Mr. Busch was responsible for negotiating the financing team's services and fees, resulting in below average cost of issuance, drafting / participation in the credit presentation & providing professional / technical advice regarding proposed MMD spreads.	Mr. Monaco provided an audit of disclosure activities, identified deficiencies, and corrected filings necessary to meet SEC & MSRB requirements. Additionally, Mr. Monaco drafted the Continuing Disclosure Policy.	Mr. Anderson created the fiscal consultant tables for the Official Statement, saving the City \$15,000. The tables were instrumental to the development of the credit presentation and achieving the "A" rating from S&P.

**C. Financial Advisory Approach**

**Values.** The Firm's underlying values are a COMMITMENT to serving our clients with integrity and honesty, always with the public interests' in mind, and a dedication to RESULTS in that we provide a service that is completed on time, within budget, and at a level that exceeds the expectations of the client.

**Firm Strengths.** UFI’s strengths center on the Firm’s size and longstanding commitment to California municipalities, and are manifested in the diverse array of services offered. While many of our larger competitors are spread thin across a multitude of states and sectors, smaller financial advisory shops may lack the experience and analytical sophistication to deliver the best possible service. In contrast, UFI’s approach provides the perfect balance; blending analytical sophistication with a comprehensive approach to service that is tailored to meet the needs of the City. Through a multi-disciplined approach that takes into account the needs of stakeholders in the community, particularly the public, consensus can be built and solutions produced. The following attributes set UFI apart from other financial advisory firms:



- ✓ Extensive experience with refunding’s and new money lease revenue bonds, COPs, sewer revenue bonds, and POBs that includes the issuance of over \$1 billion in like securities
- ✓ Unmatched understanding of redevelopment finance in a post AB1X 26 environment, having advised on the issuance of approximately \$147 million in restructuring tax allocation bonds
- ✓ Maintenance of the Firm’s own statewide assessed valuation database, which used for Continuing Disclosure and ongoing advisory, allows UFI to independently monitor credit metrics associated with assessment district, G.O. and tax allocation bonds
- ✓ Strong knowledge of public policy and city administration that is incorporated into every engagement, resulting from the team leader’s long tenure in municipal management and leadership in the Municipal Management Association of Southern California

**Preliminary Structuring Procedures.**

UFI believes in the active management of a client’s debt portfolio to identify refunding candidates and/or make appropriate recommendations to staff that will assist in the preservation or enhancement of the City’s credit ratings. Depending on the City’s subject credit (G.O., Sewer Enterprise, etc.), UFI will begin by conducting an independent feasibility analysis to assess the impact that a potential financing will have on the City’s long-term financial stability and credit ratings, while ensuring compliance with the City’s Debt Policy. Under the direction of Mr. Busch, the primary contact for the City, UFI’s principal consultants and analysts will work with staff to compile all necessary financial

Services Provided	Additional Details/Examples
Financial Analysis/Structuring; Development of Financial Goals	Analysis of Applicable Credit Metrics, Debt Service Coverage, Assessed Valuations, Cash-Flows
Management of the Finance Team Selection Process and Bidding out for Services	Includes: Underwriters, Bond, Disclosure and Underwriter’s Counsels, Trustees, Printers and others as necessary
Underwriter Proposal Evaluation	Drafting of RFP and analysis of results
Drafting of Staff Reports and Other Necessary Documents and Presentations	Staff Reports, Credit Presentations, Pricing Books
Management of the Finance Team and Issuance Process	Develop Distribution Lists and Issuance Calendars; conduct finance team conference calls and other activities to ensure successful and timely closing
Assist with the Drafting of issuance documents	Work with Bond, Disclosure and Underwriter’s Counsel on the drafting of Preliminary Official Statements (“POS”), OS and other Indenture Documents
Management of the Credit Process	Draft Credit Presentations, attend rating agency meetings and conference calls
Evaluation of General Market Conditions and Pricing Comparables	Utilizing analytical tools, monitor market conditions to ensure that financing objectives are met
Continuing Disclosure Compliance	Prior to pricing, ensure that the City’s 15c2-12 obligations have been fulfilled for the 5-year period prior to issuance
Pricing Consulting Services	During pricing, monitor primary market order activity and pricing structure to identify any structural changes and oversubscribed maturities; advise the City on pricing prior to signing the BPA
<b>Any as-needed services to ensure a smooth and successful issuance, if appropriate</b>	

information to model the applicable revenues to determine capacity. Utilizing comparable credit spreads and MMD, UFI will then size the potential bonds using DBC finance, and report the results to City staff. And, if possible, UFI will evaluate the use of pay-go capital and/or private placements in lieu of a bond issuance to ensure the most cost effective outcome.

**Refunding Metrics.** Consistent with the City's Debt Policy for refunding bonds, UFI concurs with a minimum threshold of 3% net present value savings ("NPV") when assessing the feasibility of refunding bonds. However, in the interest of conservatism, in today's low short-term interest rate environment, refunding efficiency on a maturity-by-maturity, as well as aggregate basis should also be taken into account. This metric, which is the ratio of negative arbitrage to NPV savings, is often helpful in determining the opportunity cost of delaying an advance refunding until the adverse impacts of negative arbitrage from a prolonged escrow period can be mitigated. Additionally, given the recent volatility in the market, interest rate sensitivity analysis is conducted to ensure the robustness of a refunding, prior to engagement of an underwriter and the use of further staff time.

**Services Provided During Issuance.** Should the City wish to move forward with a traditional bond financing, UFI will evaluate the feasibility of a competitive versus a negotiated bond sale. In the event of a highly volatile interest rate environment and complex structure that requires extensive pre-marketing on the part of the underwriter(s), UFI would recommend a negotiated bond sale.

**Methodology to Evaluating Underwriter Services.** UFI measures underwriter performance based primarily on the following criteria: aggressiveness of the preliminary pricing scale, final pricing scale and spreads to comparable credits, investor distribution and willingness to commit capital in support of a transaction. While market conditions and structure may not render all of these factors relevant in evaluating performance, they are all indicators of underwriter performance.

**Aggressiveness of the Preliminary Pricing Scale.** In some instances, entering the market too cheaply with the preliminary pricing scale can result in oversubscribed maturities, requiring the underwriter to "bump" or reduce yields which ultimately causes investors to withdraw orders. While in some cases appropriate, UFI believes that the more efficient course of action is to enter the market with the most aggressive scale possible, thereby eliminating significant last minute pricing changes. Through aggressive pre-marketing, one-on-one investor calls, and potentially investor roadshows (depending on transaction size), the underwriter demonstrates their commitment to the City's financing. In terms of measurement, metrics include discrepancies between the preliminary and final pricing scales, as well as spreads on comparable transactions in the market.

**Final Pricing Scale.** The strongest and fundamental metric for evaluating underwriter performance is a maturity-by-maturity comparison of pricing spreads to the Municipal Market Data Curve ("MMD") of the City's transaction to comparable credits that have hit the market within a reasonable amount of time of issuance.

**Investor Distribution.** In providing the broadest access to the City's debt, increased investor participation ensures that the City achieves the lowest possible interest cost. An issuance that spans the entire yield curve should typically see large retail participation in the first 10 years from traditional "mom and pop" and professional retail ("SMA") accounts, with bank trust departments, cross-over buyers, professional money managers, and intermediate and long-term bond funds participating in the remainder of the curve. Also of importance to distribution is the underwriter's network of Tier II and Tier III investors, and their commitment to expand the City's investor base beyond traditional holders of its debt. Through assessing the order book during and after completion of the pricing, the underwriter's performance can be measured in this area.

**Willingness to Commit Capital.** In the event of slightly undersubscribed maturities, rather than "cut" (increase) the scale and potentially irritate existing participants in the transaction, an underwriter's ability to underwrite unsold bonds in support of the transaction can ensure that the City achieves the lowest possible borrowing cost. To assess an underwriter's willingness to commit capital, examples of

prior transactions that involved underwriting bonds, as well as a firm’s current and historic excess net capital levels can be requested prior to selection.

**D. Fee Structure**

**Hourly.** UFI provides a variety of services provided on an hourly basis under the Public Management Group Division. Specific services include the following:

- Management Consulting
- Fiscal / Budget Analysis

The adjacent table provides a summary of the Firm’s hourly rate structure for special projects.

Hourly Fee Structure	
CEO/President	\$245.00
Managing Principal	\$195.00
Principal	\$160.00
Associate	\$125.00
Analyst	\$100.00
Administrative Assistant	\$80.00

**Flat Rate.** The UFI Public Finance Division provides the following services on a flat rate or a not-to-exceed basis:

- Continuing Disclosure
- Annual Ratings Surveillance
- Arbitrage Rebate

**Negotiated.** Because UFI provides a comprehensive package of financial and consulting services through its Public Finance and Public Management Group Divisions, service fees are negotiable. This allows UFI and its clients the flexibility necessary to meet financial and policy objectives while providing superior level services.

**Cost Structure.** UFI has adopted a comprehensive financial advisory services fee schedule for bond issues. The intent of the comprehensive fee schedule is to provide fee transparency to our clients and to demonstrate our commitment to service delivery during the term of our engagement.

Our comprehensive fee schedule for bond issues is on the following page:

## Proposed F.A. Fee Structure

### Utility Fee Schedule

\$ 1,000,000	-	\$ 5,000,000	=	\$22,500
\$ 5,000,000	-	\$ 10,000,000	=	\$26,500
\$ 10,000,000	-	\$ 15,000,000	=	\$31,500
\$ 15,000,000	-	\$ 20,000,000	=	\$38,500
\$ 20,000,000	-	\$ 30,000,000	=	\$45,000
\$ 30,000,000	-	\$ 40,000,000	=	\$50,500
\$ 40,000,000	-	\$ 50,000,000	=	\$55,500
\$ 50,000,000	-	\$ 60,000,000	=	\$60,000
\$ 60,000,000	-	\$ 70,000,000	=	\$64,000
\$ 70,000,000	-	\$ 80,000,000	=	\$67,500
\$ 80,000,000	-	\$ 90,000,000	=	\$72,000
\$ 90,000,000	-	\$ 100,000,000	=	\$75,000

### Tax Allocation Bond Fee Schedule\*

\$ 1,000,000	-	\$ 5,000,000	=	\$25,000
\$ 5,000,000	-	\$ 10,000,000	=	\$31,500
\$ 10,000,000	-	\$ 15,000,000	=	\$38,000
\$ 15,000,000	-	\$ 20,000,000	=	\$43,500
\$ 20,000,000	-	\$ 30,000,000	=	\$49,500
\$ 30,000,000	-	\$ 40,000,000	=	\$55,000
\$ 40,000,000	-	\$ 50,000,000	=	\$60,000
\$ 50,000,000	-	\$ 60,000,000	=	\$64,250
\$ 60,000,000	-	\$ 70,000,000	=	\$68,000
\$ 70,000,000	-	\$ 80,000,000	=	\$71,500
\$ 80,000,000	-	\$ 90,000,000	=	\$75,500
\$ 90,000,000	-	\$ 100,000,000	=	\$80,000

\* The Fiscal Consultant's Report is not included in the above fee schedule. An additional \$10,000 will be added to the fee to complete the Fiscal Consultant's Report

### General Obligation/COP/Lease Revenue Fee Schedule

\$ 1,000,000	-	\$ 5,000,000	=	\$22,500
\$ 5,000,000	-	\$ 10,000,000	=	\$26,500
\$ 10,000,000	-	\$ 15,000,000	=	\$31,500
\$ 15,000,000	-	\$ 20,000,000	=	\$38,500
\$ 20,000,000	-	\$ 30,000,000	=	\$45,000
\$ 30,000,000	-	\$ 40,000,000	=	\$50,500
\$ 40,000,000	-	\$ 50,000,000	=	\$55,500
\$ 50,000,000	-	\$ 60,000,000	=	\$60,000
\$ 60,000,000	-	\$ 70,000,000	=	\$64,000
\$ 70,000,000	-	\$ 80,000,000	=	\$67,500
\$ 80,000,000	-	\$ 90,000,000	=	\$72,000
\$ 90,000,000	-	\$ 100,000,000	=	\$75,000

### Special Tax Fee Schedule

\$ 1,000,000	-	\$ 5,000,000	=	\$30,000
\$ 5,000,000	-	\$ 10,000,000	=	\$35,000
\$ 10,000,000	-	\$ 15,000,000	=	\$40,625
\$ 15,000,000	-	\$ 20,000,000	=	\$45,500
\$ 20,000,000	-	\$ 30,000,000	=	\$51,250
\$ 30,000,000	-	\$ 40,000,000	=	\$56,000
\$ 40,000,000	-	\$ 50,000,000	=	\$61,500
\$ 50,000,000	-	\$ 60,000,000	=	\$67,000
\$ 60,000,000	-	\$ 70,000,000	=	\$72,000
\$ 70,000,000	-	\$ 80,000,000	=	\$78,000
\$ 80,000,000	-	\$ 90,000,000	=	\$83,575
\$ 90,000,000	-	\$ 100,000,000	=	\$90,000

### Pension Obligation Fee Schedule

\$ 1,000,000	-	\$ 5,000,000	=	\$27,250
\$ 5,000,000	-	\$ 10,000,000	=	\$33,500
\$ 10,000,000	-	\$ 15,000,000	=	\$39,500
\$ 15,000,000	-	\$ 20,000,000	=	\$44,500
\$ 20,000,000	-	\$ 30,000,000	=	\$50,500
\$ 30,000,000	-	\$ 40,000,000	=	\$55,500
\$ 40,000,000	-	\$ 50,000,000	=	\$60,000
\$ 50,000,000	-	\$ 60,000,000	=	\$65,000
\$ 60,000,000	-	\$ 70,000,000	=	\$69,500
\$ 70,000,000	-	\$ 80,000,000	=	\$74,000
\$ 80,000,000	-	\$ 90,000,000	=	\$78,000
\$ 90,000,000	-	\$ 100,000,000	=	\$82,500

### Private Placement Fee Schedule: \$500,000-\$5,000,000

Enterprise Revenue	\$10,000
GO/COP/Lease Revenue	\$12,500
Special Tax	\$15,000

### Hourly Rate Fee Schedule

CEO/President	\$245.00
Managing Principal	\$195.00
Principal	\$160.00
Associate	\$125.00
Analyst	\$100.00
Administrative Assistant	\$80.00





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/4/2015

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

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

PRODUCER <b>Michael Geffre Insurance Agency</b> 496 N Coast Hwy, Suite A Laguna Beach, CA 92651	CONTACT NAME:	
	PHONE (AG, Ho, Ext): (949) 494-7261	FAX (AG, Ho): (949) 494-4481
	E-MAIL ADDRESS: insurancelagunabeach@gmail.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: TORA INSURANCE	NAIC #
INSURED <b>URBAN FUTURES, INC.</b>  and DBA ISOM ADVISORS 3111 N TUSTIN SUITE 230 ORANGE, CA 92865	INSURER B: FARMERS INSURANCE GROUP	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO: JECT <input type="checkbox"/> LOC OTHER:			<b>SMP 660079-00</b>	12/08/2014	12/08/2015	EACH OCCURRENCE \$4,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$NOT COVERED GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$NOT COVERED \$
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			<b>SMP 660079-00</b>			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			<b>N00915 67 09</b>	02/08/2014	02/08/2015	PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
CITY OF FOUNTAIN VALLEY ATTN: CITY CLERK  10200 SLATER AVENUE FOUNTAIN VALLEY, CA 92708	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  MICHAEL GEFFRE



15-09

URBAFUT-01

MMOJEK

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/6/2015

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

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

<b>PRODUCER</b> Brown & Brown of New York Inc. 800 Westchester Avenue, N-311 Rye Brook, NY 10573	<b>CONTACT NAME:</b> PHONE (A/C, No. Ext): (914) 337-1833      FAX (A/C, No): (914) 337-1596 E-MAIL: ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE:</b> INSURER A: Executive Risk Indemnity Inc (Chubb)	<b>NAIC #</b> 35181
<b>INSURED</b> Urban Futures, Inc. 3111 North Tustin SUITE 230 Orange, CA 92865	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>A</b>	<b>Errors &amp; Omissions</b>		6801-9352	12/23/2014	12/23/2015	Limit of Liability    1,000,000

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

**RECEIVED**

MAR 16 2015

**CITY MANAGER'S OFFICE**

<b>CERTIFICATE HOLDER</b> City of Fountain Valley 10200 Slater Avenue Attn: City Clerk Fountain Valley, CA 92708	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**CITY OF FOUNTAIN VALLEY  
CITY COUNCIL  
COUNCIL ACTION REQUEST**

To: Honorable Mayor and  
Members of the City Council

Agenda Date: November 17, 2015

SUBJECT: Consideration of an Amendment to Agreement CON 06-28 for Rubbish Collection, Disposal, and Recycling Between the City of Fountain Valley and Rainbow Disposal Company, Inc.

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**EXECUTIVE SUMMARY:**

At the August 11, 2015, City Council meeting, staff presented a review of the one-year renewal and extension provision of the City's current waste disposal agreement (Agreement) with Rainbow Disposal Company, Inc. (Rainbow), along with an unsolicited proposal from Rainbow for a fixed-term agreement and service enhancements. At the meeting, the City Council chose not to renew the one-year renewal and extension provision and directed staff to negotiate additional revenue enhancements to Rainbow's proposal and return to the City Council at a future meeting with an amendment to the Agreement.

On September 16, 2015, the City issued a "notice of non-renewal" to Rainbow terminating the one-year renewal and extension provision of the Agreement. The current Agreement will expire October 3, 2030.

Further negotiations with Rainbow have resulted in a modified proposal (Attachment "A"). Rainbow has agreed to increase the existing annual water pollution prevention fee by \$20,000 from \$83,333 to \$103,333. This fee funds programs that further the City's compliance with requirements of the Federal Clean Water Act and the California Porter-Cologne Water Act. Rainbow also agrees to increase the Roadway Rehabilitation Fee by \$14,000 from \$236,000 to \$250,000. This fee contributes to roadway repair caused by waste disposal and recycling trucks. Both fees are annually adjusted by CPI.

Rainbow's proposal requests a 20-year, fixed-term waste management agreement with revenue and service enhancements for the City. The term of Rainbow's proposed agreement would expire on December 31, 2035.

**DISCUSSION:**

At their August 11, 2015, meeting, the City Council chose not to approve the one-year renewal and extension provision (evergreen provision) of the waste disposal agreement

(Agreement) and to provide Rainbow with a “notice of non-renewal.” The “notice of non-renewal” (Attachment “B”) was issued on September 16, 2015, and becomes effective three (3) years from the date given. Following the three (3) year period, the 12-year term of the agreement would commence. With the City Council’s action, the current Agreement will expire October 3, 2030.

At the August 11, 2015, meeting, the City Council also directed staff to negotiate additional service provisions and further enhancements to the revenue provisions with Rainbow and return to the City Council at a future meeting with an amendment to the Agreement.

The 2006 Agreement includes a provision for Rainbow to contribute an annual water pollution prevention fee for programs and projects that further the City’s compliance with the Federal Clean Water Act (CWA). The CWA effectively prohibits the discharge of pollutants from the City’s storm drain system to waters of the U.S. The CWA is administered and enforced by the State Water Resources Control Board. The CWA is an unfunded mandate with severe penalties for non-compliance.

CWA requirements have significantly increased since the 2006 Agreement and will increase more in the immediate future. Further, expansion of waste collection programs required of Rainbow from the state, specifically the commercial recycling program and food waste program, create additional challenges for the City to address within its water pollution prevention programs. Limited availability of City resources towards CWA compliance presents a substantial challenge to the City. Failure to comply with the requirements exposes the City to considerable penalties.

Negotiations with Rainbow have resulted in enhancements to their original proposal. Rainbow has agreed to increase the annual water pollution prevention fee (Fee) of the Agreement from its present amount of \$83,333 to \$103,333. The Fee supports programs and projects that further the City’s compliance with the Federal Clean Water Act and California Porter-Cologne Water Act. The Fee is increased annually by the Los Angeles-Riverside consumer price index (CPI).

In addition to the increased water pollution prevention fee, Rainbow further agrees to increase the Roadway Rehabilitation Fee from the current level of \$236,000 to \$250,000. The fee contributes to roadway repair caused by waste disposal and recycling trucks. This fee is also annually adjusted by CPI.

Further improvement includes the establishment of a baseline for the California Redemption Value (CRV) revenues received by Rainbow for the purpose of revenue sharing. The calculated baseline will be \$245,000 per year. Revenue in excess of the baseline will be split 50% to Rainbow and 50% to the City. The future revenue growth of this item is influenced by consumer behavior and population growth, and as such, is not predictable at this time. Also, Rainbow will offer residents free curbside collection of e-waste.

All other provisions of the initial proposal will remain in effect.

Rainbow's proposal is summarized as follows:

1. Increased Commercial Franchise Fee

Incrementally increase the current 5% commercial franchise fee to 10% over a three year period, as follows:

Fiscal Year	Increase	Percentage	Increase	Total	
2015-16	None	5%	None	\$204,000	Pass through
2016-17	2%	7%	\$85,282	\$289,282	

The initial FY 2016-17 increase is comprised of a 1% pass through paid by the account customer and 1% paid directly by Rainbow.

2017-18	2%	9%	\$85,282	\$374,564	Pass through
2018-19	1%	10%	\$42,641	\$417,205	Pass through

Once fully implemented, the 10% commercial franchise fee would result in additional annual revenue of \$213,205 to the City. The first year's increase is 2% of which 1% is paid by the account customer and 1% paid directly by Rainbow, with the 2% increase in FY 2017-18 and the final 1% increase in FY 2018-19 paid by the account customer.

The cost, based on a standard 3-cubic-yard container, is as follows:

Fiscal Year	Base Rate	Fee %	Amount	State Rec	Total Rate
2015-16	\$143.08	5%	\$ 7.15	\$4.71	\$154.94
2016-17	\$143.08	7%	\$10.02	\$4.71	\$157.81
2017-18	\$143.08	9%	\$12.88	\$4.71	\$160.67
2018-19	\$143.08	10%	\$14.31	\$4.71	\$162.10

Increasing the 5% commercial franchise fee to 10% would increase the cost of a 3-cubic-yard container \$7.16 per month.

2. **New:** Increase the annual water pollution prevention fee of \$83,333 to \$103,333
3. **New:** Increase the annual Roadway Rehabilitation Fee of \$236,000 to \$250,000
4. **New:** Free residential curbside e-waste collection
5. **New:** Revenue sharing of California Redemption Value (CRV) revenues received by Rainbow above a \$245,000 per year baseline. Revenue in excess of the baseline will be split 50% to Rainbow and 50% to the City.
6. \$6,000 per year for staffing of three neighborhood cleanup events

7. Two paper shredding events
8. Disposal kiosk for medical waste lancets and syringes
9. Two free compost giveaways to residents
10. Use of U.S. Department of Labor CPI Waste Hauling Index for rate adjustments  
(annual rate request increases not to exceed CPI)

An amendment to the Agreement between the City and Rainbow incorporating Rainbow's proposal has been prepared (Attachment "C"). If the City Council approves the amendment, the 20-year agreement would terminate in 2035, generate an estimated \$253,205 per year in revenue to the City, and provide valuable service enhancements for the community.

On September 11, 2014, and pursuant to Section 12(a) of the current Agreement, the City consented to a change in control of Rainbow assets to Republic Services, Inc.; however, Rainbow Disposal Company, Inc. remains the legal entity to which the City continues Agreement CON 06-28 for Rubbish Collection, Disposal, and Recycling between the City and Rainbow Disposal Company, Inc.

### **ALTERNATIVES:**

**Alternative No. 1:** Approve the amendment to Agreement CON 06-28 for Rubbish Collection, Disposal and Recycling between the City of Fountain Valley and Rainbow Disposal Company, Inc. This action would establish a 20-year, fixed-term agreement and provide additional revenue and services to the City. Under Alternative No. 1, the Agreement would terminate December 31, 2035. Prior to the conclusion of the Agreement, the City would solicit Request for Proposals for waste disposal and recycling services.

**Alternative No. 2:** Do not approve the amendment to Agreement CON 06-28 for Rubbish Collection, Disposal and Recycling between the City of Fountain Valley and Rainbow Disposal Company, Inc. Under Alternative No. 2, the Agreement would terminate October 3, 2030. Prior to the conclusion of the Agreement, the City would solicit Request for Proposals for waste disposal and recycling services.

**Alternative No. 3:** Do not approve the amendment and direct staff to negotiate additional provisions and further enhancements to the revenue provisions and return to the City Council at a future meeting with a revised amendment to the Agreement.

### **FINANCIAL ANALYSIS:**

The City and customers are obligated for the cost of the Agreement.

**ATTORNEY REVIEW:**

The amendment has been reviewed and approved by the Attorney for the City.

**RECOMMENDATION:**

At the pleasure of the City Council.

Prepared by:	Steven Hauerwaas, Environmental Services Administrator
Approved by:	Mark Lewis, Director of Public Works/City Engineer
Procurement Review by:	Cathy Wagner, Purchasing Manager
Fiscal Review by:	David Cain, Finance Director/Treasurer
Approved by:	Bob Hall, City Manager

Attachment A: Rainbow Proposal  
Attachment B: Notice of Non-Renewal  
Attachment C: Amendment



Tel (714) 847 3581 • Fax (714) 841 4660  
PO Box 1026 • 17121 Nichols Lane  
Huntington Beach, CA 92647  
[www.RainbowES.com](http://www.RainbowES.com)

July 9, 2015

Steve Hauerwaas  
Environmental Services Administrator  
City of Fountain Valley  
10200 Slater Ave.  
Fountain Valley, CA. 92708

**SUBJECT: Confidential Proposal for Amending Solid Waste and Recycling Services with  
Rainbow Disposal Company, Inc., dba. Rainbow Environmental Services**

Dear Mr. Hauerwaas:

Thank you for the opportunity to present this confidential proposal from Rainbow Environmental Services to the City of Fountain Valley. Rainbow Environmental Services has proudly served the City of Fountain Valley for many years. We pride ourselves in providing superior customer service, environmental sustainability and community enhancing support that residents and businesses of Fountain Valley have grown accustomed to.

This letter constitutes Rainbow's offer to voluntarily transition from an Evergreen Solid Waste and Recycling Services Franchise Agreement to a Fixed Term Agreement. We are also pleased to include new programs and enhanced services to the City in assuring that residents and businesses enjoy leading edge municipal services and programs. Last, a fair market adjustment to the City's franchise fee schedule and offer of Rainbow's direct participation in this adjustment is proposed.

Attached is the Annual Performance Evaluation for 2015.

Sincerely,

A handwritten signature in black ink that reads "J. R. Snow".

Jeff Snow  
Sr. Area Municipal Services Manager

Rainbow is pleased to be the exclusive solid waste and recycling service provider to the City of Fountain Valley. Our vision is to be America's preferred recycling and waste services partner. Our purpose is to create value for all our customers, our communities, our planet and our employees. Our promise is our customers can always rely on Rainbow to handle recycling and waste needs in a way that is easy and effortless to them. Rainbow is a company that believes in working with our communities to enhance our services and further develop new programs.

### **Proposed Term of Franchise Agreement**

Rainbow proposes a new term for a period of twenty (20) years, with five one year extensions based on annual performance evaluation, effective January 1, 2016.

### **Five Year Proposed Program Review**

Rainbow is committed to reviewing all City Service Programs every five years to enhance, innovate and explore new program opportunities. We will provide a presentation to introduce new service enhancements and additional programs.

### **Proposed Annual Increase Formula**

Pursuant to Section 3 of the Franchise Agreement, Rainbow respectfully requests a change of service rate methodology. We are proposing to utilize a W.S.T (Water, Sewer, Trash) index or the GT (Garbage - Trash Index) for an annual rate adjustment formula by administrative action.

W.S.T. Index is a more accurate representation of the services we offer the community, whereas the current Index is made up of components like medical care, recreation and apparel.

Franchise Fee Increase in 3 (three) year incremental adjustments:

2015-2016	2% pass-through
2016-2017	2% pass-through
2017-2018	1%*

\* The 1% increase will be paid by Rainbow.

### **Partnership Accomplishments with City Staff**

- Public Education and Outreach Efforts
- Enhanced Community Recycling Activities
- Annual CalRecycle Reviews and Program Approval
- Exceeding the State's Goal of 50% Recycling Mandate for 15 Years
- Providing State Approved Environmental Education for Fountain Valley Schools for the last seven (7) years

### **City Services Provided Annually**

- More than \$150,000.00 in annual in-kind services – all Municipal Services
- City Sponsored Community Special Event Services
- Community Battery Drop Off and Collection

### **Community Contributions**

- More than \$50,000.00 in annual Community Monetary Contributions
- More than 2,000 hours of Employee Volunteer Time Per Year

### **New Program Proposal**

Rainbow is proud to offer the City the following New Programs to benefit the Community:

- 1. Rainbow Residential Recycling Reward Program:** This community recycling program allows residents to earn recognition and rewards for recycling. A gift card valued at \$100 will be granted to each participant that completes the program (the \$100 value will be redeemed at local businesses within the local community). This will help strengthen the local community recycling effort and stimulate the local economy. Proposed 20 per year. Program estimated cost per year: \$2,000.00.
- 2. Two (2) Annual Compost Give-Backs:** The program is in appreciation for the community green waste recycling success. Residents will have two (2) opportunities to utilize great planting compost, this is a closed-loop sustainability program endorsed by CalRecycle. Program estimated cost per year: \$10,000.00.

3. **Two Annual Shred Events:** The program allows residents and businesses to recycle sensitive documents secure and safe. This will add to the City's annual diversion for recycling. Endorsed by CalRecycle. Program estimated cost per year: \$1,500.00.
4. **Rainbow has two solutions for Proper SHARPS Disposal for Seniors:**
  - a. The program is a community drop off utilizing secure kiosks at the Founders Village Community and Senior Center. Program estimated cost per year: \$5,000.00.
  - b. In addition to the SHARPS Kiosk, Rainbow can also provide a safe and secure Mail Back Program. Through this program residents can receive a convenient and affordable Sharps container to safely contain and dispose of used needles. Program estimated cost per year: \$37.95 per container to be paid by subscribers.
5. **Fountain Valley Residential Newsletter:** The program is a community recycling and sustainability educational experience. The new and improved communication program will be developed and approved by Rainbow and City staff. Cost will fluctuate depending on circulation and printing costs. In addition, Rainbow would like to establish an environmental education team comprised of community stakeholders. Meetings to be held at City Hall or Rainbow campus. Program estimated cost per year: \$10,000.00.
6. **FREecycle:** A network of the community where members donate unwanted useable items to other residents free of charge. The program encourages waste reduction through reuse; for the City. Program estimated cost per year: FREE.
7. **Keep America Beautiful Program - Neighborhood Community Clean Ups:** This program is dedicated to Fountain Valley's Great Quality of Life (A Nice Place To Live), providing funding and in-kind services for removal of unwanted items from designated locations determined by City Staff three times per year. Program estimated cost per year: \$6,000.00.
8. **Keep Fountain Valley Beautiful Sponsorship:** This program engages volunteers and promotes collective local action to mitigate graffiti and foster community pride. Program estimated cost per year: \$500.00.
9. **Big Belly Kiosk:** The program introduces state of the art and innovative awareness to public recycling. Container to be located at City Hall. One time estimated cost: \$4,900.00.

**10. Litter Abatement Program:** Hot line to Rainbow customer service for notification of under-serviced accounts at no cost to the City. Storm water compliance.

Rainbow is dedicated and committed to providing excellent service, leading sustainability and outstanding community support to the City of Fountain Valley.

We look forward to continued success in our public-private partnership.



CITY OF FOUNTAIN VALLEY [www.fountainvalley.org](http://www.fountainvalley.org)

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10200 Slater Avenue, Fountain Valley, CA 92708-4736 (714) 593-4400, FAX  
(714) 593-4498

September 16, 2015

Mr. Jeffrey Snow  
Senior Area Municipal Manager  
Rainbow Environmental Service  
17121 Nichols Street  
Huntington Beach, CA 92647

Subject: Notice of Nonrenewal of the Automatic One (1) Year Renewal and  
Extension Provision of Agreement CON 06-28 Between the City of  
Fountain Valley and Rainbow Environmental Services

Dear Mr. Snow,

At their regularly scheduled meeting of August 11, 2015, the Fountain Valley City Council approved cancellation of the automatic one (1) year renewal and extension provision of Agreement CON 06-28 for Rubbish Collection, Disposal, and Recycling between the City of Fountain Valley and Rainbow Environmental Services (Agreement).

Per Section 2 of the Agreement, this correspondence serves to provide notice of nonrenewal of the Agreement and shall become effective three (3) years from the date given, and once effective, will terminate the automatic one-year renewal and extension provision of the Agreement. The Agreement shall remain in effect for the remaining balance of the twelve (12) year term outstanding.

If you require additional information, please contact Environmental Services Administrator Steven Hauerwaas at (714) 593-4441.

Sincerely,

Bob Hall  
City Manager  
City of Fountain Valley



CITY OF FOUNTAIN VALLEY [www.fountainvalley.org](http://www.fountainvalley.org)

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10200 Slater Avenue, Fountain Valley, CA 92708-4736 (714) 593-4400, FAX  
(714) 593-4498

September 16, 2015

Mr. Ron Krall  
Area President  
Republic Services  
12949 Telegraph Road  
Santa Fe Springs, CA 90670

Subject: Notice of Nonrenewal of the Automatic One (1) Year Renewal and  
Extension Provision of Agreement CON 06-28 Between the City of  
Fountain Valley and Rainbow Environmental Services

Dear Mr. Krall,

At their regularly scheduled meeting of August 11, 2015, the Fountain Valley City Council approved cancellation of the automatic one (1) year renewal and extension provision of Agreement CON 06-28 for Rubbish Collection, Disposal, and Recycling between the City of Fountain Valley and Rainbow Environmental Services (Agreement).

Per Section 2 of the Agreement, this correspondence serves to provide notice of nonrenewal of the Agreement and shall become effective three (3) years from the date given, and once effective, will terminate the automatic one-year renewal and extension provision of the Agreement. The Agreement shall remain in effect for the remaining balance of the twelve (12) year term outstanding.

If you require additional information, please contact Environmental Services Administrator Steven Hauerwaas at (714) 593-4441.

Sincerely,

A handwritten signature in black ink, appearing to read "Bob Hall", written over the word "Sincerely,".

Bob Hall  
City Manager  
City of Fountain Valley

Amendment No. 1  
to  
Revised and Restated Agreement CON 06-28  
For Rubbish Collection, Disposal and Recycling

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This Amendment No. 1 (“Amendment”) to the Revised and Restated Agreement CON 06-28 For Rubbish Collection, Disposal and Recycling (“the Agreement”) is entered into as of this \_\_\_ day of \_\_\_\_\_, 2015 by and between the City of Fountain Valley, a municipal corporation organized and operating under the laws of the State of California (“CITY”) and Rainbow Disposal Company, Inc., a California Corporation (“CONTRACTOR”), collectively “the Parties”, as follows:

RECITALS

This Amendment is entered into on the basis of the following facts and understandings of the Parties hereto:

- A. WHEREAS, CITY and CONTRACTOR are Parties to the Agreement, and have previously entered into agreements dated March 5, 1991, as amended August 2, 1994, March 18, 1997, and June 18, 2002, and revised and restated on October 3, 2006, wherein CONTRACTOR was awarded the exclusive rights to provide garbage collection and disposal services for CITY; and
- B. WHEREAS, during the term of the Agreement and previous agreements, the residents of the CITY have received excellent quality service from CONTRACTOR; and
- C. WHEREAS, Public Resources Code Section 40059 provides that a city may determine whether garbage collection and disposal services are to be provided by an exclusive franchise, contract or license, and may determine to do so with or without competitive bidding; and
- D. WHEREAS, the Parties entered into the Agreement on October 3, 2006; and
- E. WHEREAS, the Parties have met and conferred to determine mutually acceptable modifications to the Agreement; and now desire to now memorialize the modifications to the Agreement by means of this Amendment; and
- F. WHEREAS, as of the date of this Amendment, CONTRACTOR and CITY are in compliance with all terms and conditions of the Agreement.

NOW THEREFORE, the Parties do agree and amend the Agreement as follows:

Amendment No. 1

The Parties hereby agree to the following amendment of the Agreement:

1. The Parties hereby incorporate the above Recitals as a material element of this Amendment.

2. Amendment of Agreement at Section 2. Section 2 of the Agreement is amended to delete the current text of Section 2 and replace it as follows:

Term. The term of Agreement shall be for a fixed period of twenty (20) years effective \_\_\_\_\_, 2015, ending \_\_\_\_\_, 2035.

~~*a. The term of Agreement shall be for a period of twelve (12) years effective October 3rd, 2006, and shall provide for an automatic one (1) year extension of the twelve (12) year term on the anniversary of each succeeding year, commencing October 3rd, 2007, unless cancelled by either party in their sole discretion, without cause, by notification in writing. Such notice ("notice of nonrenewal") shall be effective not earlier than three (3) years from the date when given, and once effective, will only terminate the automatic one year renewal and extension provision and Agreement shall remain in effect for the remaining balance of the twelve (12) year term outstanding.*~~

*b. Sixty days prior to the date for the anniversary of the Agreement, the CITY shall perform an annual evaluation of the performance of CONTRACTOR. Said evaluation shall consider the performance of the CONTRACTOR for the preceding year including, but not limited to, the kind and number of complaints made against CONTRACTOR by his customers, the condition of CONTRACTOR's facility and equipment, and overall service provided by CONTRACTOR as a basis for an automatic extension of Agreement. If deficiencies are discovered, the CITY will provide CONTRACTOR with a written list of same and require corrective action within 60 days of receipt of notification from the City.*

*c. Notwithstanding Subsection (b) above, CITY reserves the right to forthwith cancel Agreement upon sixty (60) days written notice to CONTRACTOR in the event that CONTRACTOR shall be in substantial default of any terms, covenants and conditions set forth in Agreement, after being given said sixty (60) days notice and an opportunity to cure the default.*

~~*d. Notwithstanding the above, the parties acknowledge that CITY has the absolute right to terminate the agreement without cause by the giving of notice of termination, and the Agreement will no longer be in effect at the conclusion of the twelve-year term remaining, plus the three year notice period.*~~

3. Amendment of Agreement at Section 6.d . Section 6.d. of the Agreement is amended to add the underlined text and delete the referenced text as follows:

6. Charges and Rates – Residential Units: Payment by CITY

d. Cost for direct postal mailing by CITY to City of Fountain Valley property owners related to notification processes required for proposed rate adjustments shall be reimbursed to CITY by CONTRACTOR.

Changes in compensation for each subsequent year shall be based on the Consumer Price Index (CPI) WST Index provided below and shall take effect on January 1 of each succeeding year. A change in compensation shall be negotiated by the use of three factors based on the following:

- i. The average annual percentage of increase or decrease in the Los Angeles - Anaheim-Riverside All Urban Consumer Price Index (CPI) ~~or any relevant successor~~ for the Orange County area from April to April of the preceding twelve (12) months. “CPI” means the index published by the U.S. Department of Labor, Bureau of Labor Statistics, Series Id: CUUR0000SEHG Water, Sewer and Trash Collection Services, Garbage and Trash Collection, All Urban Consumers for Los Angeles-Riverside-Orange County Area, California (“WST Index”).
- ~~ii. The increase or decrease in the Orange County landfill tipping fees. This factor shall constitute sixteen percent (16%) of a rate adjustment and be based upon the tipping fee adopted be based upon the tipping fee adopted by said County for the subsequent fiscal year.~~
- ~~iii. The increase or decrease in the average per gallon price of diesel fuel as paid by CONTRACTOR during the February to February time frame noted above. This factor shall constitute eight percent (8%) of a rate adjustment. In the event that CONTRACTOR converts to alternative fueled vehicles, the factor shall be based on a CNG/diesel fuel equivalent.~~

~~CITY shall thereafter consider an increase or decrease in CONTRACTOR’S compensation by dividing the current fee into like components (76%; 16%; 8%). CITY shall then apply the increases in each of the factor components (1-3) to each of the corresponding percentages of the rate. The sum total of the adjusted components would then represent the new rate.~~

4. Amendment of Agreement at Section 7.c.: Section 7.c. of the Agreement is amended to delete the current text of Section 7.c and replace it as follows:

7. Charges and Rates - Commercial and Industrial Units

\* \* \*

c. Until June 30, 2016, CONTRACTOR shall pay to CITY no later than the twenty-first day of each calendar month, a franchise fee equal to five percent (5%) of the gross monthly receipts received by CONTRACTOR from commercial and industrial accounts during the previous month. CONTRACTOR shall furnish a quarterly written report of all commercial receipts and franchise fees to the CITY.

Effective with the CITY's fiscal year beginning July 1, 2016, CONTRACTOR shall pay to CITY no later than the twenty-first day of each calendar month, a Franchise Fee on gross receipts from commercial and industrial accounts within the CITY in accordance with the following specified graduated percentages pursuant to the schedule set forth below, to a maximum franchise fee of 10%:

<u>Fiscal Yr.</u>	<u>Increase</u>	<u>Total Fee</u>	<u>% of Fee In Rates</u>
2016-17	2%	7%	7% (1% Rainbow)
2017-18	2%	9%	9%
2018-19	1%	10%	9%

Effective in the 2016-17 fiscal year and each fiscal year thereafter for the remainder of the Term, one percent (1%) of the total franchise fee shall be borne by CONTRACTOR and may not be passed through into CONTRACTOR's rates to commercial and industrial customers.

5. Amendment of Agreement at section 7.: Section 7 of the Agreement is amended to add the following:

7.a. The following is added at the end of paragraph 7.a: CONTRACTOR shall be allowed to adjust the commercial and industrial rates each year by the average annual percentage of increase or decrease in the Los Angeles- Anaheim-Riverside All Urban Consumer Price Index (CPI) for the Orange County area from April to April of the preceding twelve (12) months. "CPI" means the index published by the U.S. Department of Labor, Bureau of Labor Statistics, Series Id: CUUR0000SEHG for Water, Sewer and Trash Collection Services, Garbage and Trash Collection, All Urban Consumers for Los Angeles-Riverside-Orange County Area, California ("WST Index"). The increase shall be measured as the annual average change in the WST Index for the twelve (12) month

period preceding the effective date of the proposed rate adjustment, measured annually each year from January to December.

7.e. Effective July 1, 2016, the Annual Roadway Fee shall be \$250,000. Effective July 1, 2017 and annually thereafter, the Roadway Fee shall be adjusted for the annual change in the WST Index as defined in section 7.a.

7.f. Effective July 1, 2016, the Water Pollution Prevention Fee shall be \$104,250. Effective July 1, 2017 and annually thereafter, the Water Pollution Prevention Fee shall be adjusted for the annual change in the WST Index as defined in section 7.a.

6. Amendment of Agreement at Attachment No. 1, Service Levels:

Attachment No. 1 to the Agreement is amended as follows by adding the following new underlined text starting with new item No. 6 on page 3 of Attachment No. 1:

6. \$6,000 Per Year for Staffing Keep America Beautiful/Neighborhood Cleanup Events.  
Effective July 1, 2016, CONTRACTOR shall provide \$6,000 per year to CITY to help fund CITY's staffing of its Keep America Beautiful Program. The Program includes Roll Off services, graffiti remediation and Three Neighborhood Cleanup Events to be held by CITY. Effective July 1, 2017 and annually thereafter, the \$6,000 per year shall be adjusted by the annual change in the WST Index as defined in section
7. Two (2) Paper Shredding Events for Residents. CONTRACTOR shall annually provide two (2) paper-shredding events for CITY residents.
8. Mail Back Program and Disposal Kiosk for "Sharps". CONTRACTOR shall provide a mail-back sharps collection program including a sharps disposal kiosk for use by CITY residents. "Sharps" are medical waste lancets and syringes.

9. Free Compost Giveaway to Residents. CONTRACTOR shall annually provide two (2) compost give-back events providing two (2) 40 cubic yard bins for compost at no charge to CITY residents, FOB at CONTRACTOR's Agromin facility.

10. As part of the minimum service set forth in paragraph 3.c(ii), residential curbside collection of electronic waste (e-waste) material is included as an allowed item. E-waste from businesses shall not be collected as part of the

residential curbside collection of e-waste.

7. CRV Revenue Sharing. New section 9.b.iv is added to the Agreement as follows:

For California Redemption Value (CRV) proceeds only, CITY and CONTRACTOR agree that effective July 1, 2016 CRV revenue will be shared for those new incremental CRV revenues above a 2016 CRV baseline of \$275,000 (as determined annually going forward from the effective dater of this Amendment based on a 5- year rolling average of CRV revenues). CRV incremental revenue sharing shall remain in effect for so long as CITY maintains and enforces a prohibition on scavenging of recyclables as a violation of its Municipal Code.

8. All other terms and conditions of the Agreement to remain in full force and effect.

IN WITNESS WHEREOF, the CITY and the CONTRACTOR have executed this Agreement on the day and year first written above.

CITY OF FOUNTAIN VALLEY

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
Date

Approval as to Form:

  
\_\_\_\_\_  
ATTORNEY FOR THE CITY

11/5/2015  
Date

RAINBOW DISPOSAL COMPANY, INC.  
a California Corporation

\_\_\_\_\_  
President

\_\_\_\_\_  
Date