

CITY OF LOS ALAMITOS
Council Chamber
3191 Katella Ave., Los Alamitos CA 90720

CITY COUNCIL AGENDA
REGULAR MEETING
Monday, August 17, 2026 – 6:00 PM

NOTICE TO THE PUBLIC

This Agenda contains a brief general description of each item to be considered. Except as provided by law, action or discussion shall not be taken on any item not appearing on the agenda. Supporting documents, including staff reports, are available for review at City Hall in the City Clerk's Office or on the City's website at www.cityoflosalamitos.org once the agenda has been publicly posted.

Each matter on the agenda, no matter how described, shall be deemed to include any appropriate motion, whether to adopt a minute motion, resolution, payment of any bill, approval of any matter or action, or any other action. Items listed as "for information" or "for discussion" may also be the subject of an "action" taken by the City Council at the same meeting.

Agenda-related documents provided to a majority of the City Council after distribution of the City Council agenda packet (GC§54957.5) will be made available for public inspection at the meeting. Such documents will also be available at the City Clerk's office, 3191 Katella Ave., Los Alamitos, CA 90720.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (562) 431-3538, ext. 220. Notification at least 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.102 and 35.104. ADA Title II]. Language translation services are available for this meeting by calling the City Clerk's Office at least 48 hours in advance.

Members of the public may participate in City Council meetings remotely. If you would like to participate remotely during a Council meeting, you may do so through Zoom by clicking this link <https://zoom.us/j/96055136682>

When you enter the meeting through Zoom, your video and microphone will be muted. If you would like to make a public comment during the meeting while participating remotely, click the "raise your hand icon". Staff will call your name, and you will be prompted to enable your microphone when it's your turn to speak. If you have questions about accessing the link, please call the City Clerk's Office at (562) 431-3538.

You may submit written comments on any agenda item or on any item not on the agenda by email to cityclerk@cityoflosalamitos.org with the subject line "COUNCIL PUBLIC COMMENT". Comments received by 3:00 p.m. the day of the meeting will be compiled, provided to the City Council, and made available to the public before the start of the meeting. Staff will not read email comments at the meeting. You may also view the meeting live on local cable channel 3.

If, as an attendee or participant at this meeting, you will need special assistance beyond what is normally provided, please contact the City Clerk's Office at (562) 431-3538 at least 48 hours prior to the meeting so that reasonable arrangements may be made.

1. CALL TO ORDER

2. ROLL CALL

Mayor Doby
Mayor Pro Tem Nefulda
Council Member Hasselbrink
Council Member Hibard
Council Member Loe

3. PLEDGE OF ALLEGIANCE

Council Member Hasselbrink will lead the Pledge of Allegiance.

4. INVOCATION

Council Member Hibard will give the Invocation.

5. PRESENTATIONS

- A. Presentation of a Proclamation to Brian Corbin, Associates Board Member, of Second Harvest Food Bank of Orange County, in Recognition of Hunger Action Month**
- B. Presentation from Brian Brannon, Orange County Mosquito and Vector Control District, Regarding National Mosquito Week and Mosquito Season**
- C. Presentation From the Police Department Providing an Update on Homeless Outreach and Response Efforts**
- D. Presentation of August's Mayor's Business Spotlight Featuring Taco Surf**

6. ORAL COMMUNICATIONS

At this time, any individual in the audience may come forward to speak on any item within the subject matter jurisdiction of the City Council. Remarks are to be limited to not more than five minutes per speaker.

7. UPDATES FROM THE MAYOR

At this time, the Mayor may report on items not specifically described on the Agenda that are of interest to the community, provided no action or discussion is taken.

8. UPDATES FROM THE CITY STAFF

At this time, City Staff may also report on items not specifically described on the Agenda that are of interest to the community, provided no action or discussion is taken except to provide direction to Staff to place an item on a future agenda.

9. WARRANTS

A. Warrants (Finance)

The attached Warrant Register contains checks and electronic fund transfers for the period from July 1, 2026, to July 31, 2026.

Recommendation: Ratify the Warrants from July 1 to July 31, 2026 for \$4,589,547.74.

ROLL CALL

Mayor Doby

Mayor Pro Tem Nefulda

Council Member Hasselbrink

Council Member Hibard

Council Member Loe

10. CONSENT CALENDAR

All Consent Calendar items may be acted upon by one motion unless a Council Member requests separate action on a specific item.

A. Approval of Minutes

Adopt the Regular minutes of July 20, 2026.

B. Treasurer's Quarterly Investment Report – June 2026 (Finance)

The item for City Council consideration is receiving the Treasurer's Quarterly Investment Report.

Recommendation: Receive and file the Treasurer's Quarterly Investment Report – June 2026.

C. Annual Military Equipment Report 2025 (Police)

Assembly Bill 481 requires any law enforcement agency that maintains, acquires, and/or uses "military equipment," as defined by statute, to obtain the approval, by ordinance, of the agency's governing body. Further, the legislation requires law enforcement agencies to prepare an annual report regarding the agency's military equipment use and to hold a well-publicized and conveniently located community engagement meeting to allow the public an opportunity to ask questions regarding the policy and annual report. The attached report meets the requirements of AB 481 and precedes the Los Alamitos Police Department's request that the City Council renew the Department's Military Equipment Policy, which will be presented at a future meeting.

Recommendation:

1. Receive and file the Los Alamitos Police Department's 2025 Annual

Military Equipment Use Report; and,

2. Direct the Police Department to post the 2025 Annual Military Equipment Use Report and the Department's proposed Military Equipment Policy on the City's website; and,
3. Direct the Police Department to hold a conveniently located and well-publicized community engagement meeting, giving the public the opportunity to ask questions about and discuss the Annual Report and policy; and,
4. Direct Staff to set the matter for a Public Hearing regarding a resolution to renew Los Alamitos Police Department Policy 707 (Military Equipment), which is at least 30 days from today's date.

D. Amendment No. 4 - Verra Mobility (formerly Redflex Traffic Systems, Inc.) (Police)

This item seeks approval of Amendment No. 4 to extend the Traffic Camera Safety Improvement Program Agreement with Verra Mobility (Verra), formerly Redflex Traffic Systems, Inc., for an additional one-year term.

Recommendation: Authorize the Mayor to execute Amendment No. 4 to the Traffic Camera Safety Improvement Program Agreement with Verra Mobility to extend the agreement until August 2027.

E. Orange County Grand Jury Report titled "Wildfires Hit Home" (Administration)

The City of Los Alamitos has received the report on the Orange County Grand Jury's findings and recommendations for the report entitled "Wildfires Hit Home". The Presiding Judge of the Superior Court has also requested a response from the City of Los Alamitos to these findings and recommendations. A draft response is attached to this report.

Recommendation: Authorize the Mayor to sign the response letter to the Presiding Judge of the Superior Court related to the 2025-2026 Orange County Grand Jury's findings and recommendations for the report entitled "Wildfires Hit Home".

F. Orange County Grand Jury Report titled "California Housing Mandates, The Unintended Reshaping of Orange County Neighborhoods" (Development Services)

The City of Los Alamitos has received the report on the Orange County Grand Jury's findings and recommendations for California Housing Mandates. The Presiding Judge of the Superior Court has also requested a response from the City of Los Alamitos to these findings and

recommendations. A draft response is attached to this report.

Recommendation: Authorize the Mayor to sign the response letter to the Presiding Judge of the Superior Court related to the 2025-2026 Orange County Grand Jury's findings and recommendations for California Housing Mandates.

11. PUBLIC HEARING

A. Consideration of Membership in the California Municipal Finance Authority and Approving the Issuance of Exempt Facility Bonds for a Qualified Residential Project (Development Services)

The City of Los Alamitos will conduct a Public Hearing under the Tax and Equity Fiscal Responsibility Act (TEFRA) in connection with the proposed issuance of revenue bonds by the California Municipal Finance Authority (CMFA), a joint exercise of powers authority and public entity of the State of California, in an amount not to exceed \$40,000,000 (the Bonds), to finance or refinance the acquisition, construction, improvement, and equipping of a multifamily, affordable rental housing project located at 4665 Lampson Avenue, Los Alamitos, California (Project).

Recommendation:

1. Conduct a Public Hearing under the requirements of TEFRA and the Internal Revenue Code of 1946, as amended (the Code); and,
2. Adopt Resolution 2026-28, entitled "RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS APPROVING, AUTHORIZING AND DIRECTING EXECUTION OF A JOINT EXERCISE OF POWERS AGREEMENT RELATING TO THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY AND APPROVING THE ISSUANCE OF EXEMPT FACILITY BONDS FOR A QUALIFIED RESIDENTIAL RENTAL PROJECT BY THE AUTHORITY FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION, CONSTRUCTION AND IMPROVEMENT OF CERTAIN FACILITIES FOR THE BENEFIT OF LAMPSON APARTMENTS LP".

12. DISCUSSION ITEM

A. Resolution No. 2026-29 - Communications Strategic Plan (Administration)

The proposed Communications Strategic Plan establishes a comprehensive, coordinated, and data-informed framework for how the City of Los Alamitos communicates with residents, businesses, and stakeholders. The plan outlines the City's communication priorities,

channels, audiences, and strategies to improve clarity, accessibility, transparency, and engagement across all platforms. Adoption of this plan will support consistent messaging, strengthen public trust, and align communication efforts with organizational goals and community expectations.

Recommendation: Adopt Resolution No. 2026-29, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING THE CITY OF LOS ALAMITOS' COMMUNICATIONS STRATEGIC PLAN".

B. Resolution No. 2026-27 - City Manager Employment Agreement (Administration)

Following the conclusion of negotiations with City Manager Chester C. Simmons, the City Council will consider approval of a new City Manager Employment Agreement.

Recommendation:

1. Receive an oral report summarizing the proposed new City Manager Employment Agreement; and,
2. Adopt Resolution No. 2026-27, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A NEW CITY MANAGER EMPLOYMENT AGREEMENT WITH CHESTER C. SIMMONS".

C. Council Member Request Pursuant to the Council-Adopted Travel Policy

As part of the City's ongoing legislative and lobbying efforts, the Mayor is scheduled to travel to Washington, D.C. in September as part of the ACCOC delegation. Council Member Hasselbrink is requesting approval to attend as a second City representative under the Council's travel policy. Council Member Hasselbrink was previously registered for a similar conference that was canceled, resulting in a non-refundable airfare credit of \$614.97 that must be used by October 7, 2026, or it will be forfeited. Approval of this request would allow Council Member Hasselbrink to attend in addition to Mayor Doby.

Recommendation:

1. Consider a request from Council Member Hasselbrink to attend the Association of California Cities - Orange County (ACC-OC) 2026 Washington DC Advocacy Trip; and,

2. Authorize reimbursement for travel expenses for Council Member Hasselbrink as required under Section 5(B) of the City Council Travel Policy.

13. COUNCIL ANNOUNCEMENTS

At this time, Council Members may also report on items not specifically described on the Agenda that are of interest to the community, provided no action or discussion is taken except to provide Staff direction to report back or to place the item on a future Agenda.

14. ADJOURNMENT

The City Council will adjourn to Monday, September 28, 2026, at 6:00 p.m.

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted at the Los Alamitos City Hall, 3191 Katella Ave. and online at www.cityoflosalamitos.org not less than 72 hours prior to the meeting.



Windmera Quintanar, MMC, City Clerk

Dated: August 13, 2026

CITY OF LOS ALAMITOS
A/P Warrants
August 17, 2026

To Ratify

Pages:

1-20	\$ 2,941,018.57	Warrants	07/01/2026-07/31/2026
21	\$ 8,702.44	Medical Retirees	07/01/2026
22	\$ 471,587.07	Earnings & Employer Taxes	07/02/2026
23	\$ 93,774.66	Employer Benefits	07/02/2026
24	\$ 473,974.93	Earnings & Employer Taxes	07/17/2026
25	\$ 93,639.66	Employer Benefits	07/17/2026
26	\$ 453,392.57	Earnings & Employer Taxes	07/31/2026
27	\$ 53,457.84	Employer Benefits	07/31/2026
Grand Total	<u>\$ 4,589,547.74</u>		

The attached Warrant Register containing checks and electronic funds transfers for the period from July 01, 2026, to July 31, 2026, is being presented for ratification by the City Council. The expenditures noted within this Warrant Register conform to the budget approved by the City Council. The Administrative Services Director certifies to the accuracy of the attached register and to the availability of monies for payment thereof.

Statement:

I hereby certify that the claims or demands covered by the forgoing listed warrants have been audited as to accuracy and availability of funds for payment thereof.

Certified by Craig Koehler, Administrative Services Director/City Treasurer

Craig Koehler
this 3rd day of August, 2026

WARRANTS 07/2026

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
AGILE OCCUPATIONAL MEDICINE PC	PRE-EMPLOYMENT PHYSICAL	GENERAL FUND	NON-DEPARTMENTAL	370.00
			TOTAL:	370.00
ALL CITY MANAGEMENT SERVICES	CROSSING GRDS 05/24-06/06	GENERAL FUND	TRAFFIC	6,195.74
			TOTAL:	6,195.74
ANDERSON ELECTRICAL & LIGHTING SERVICE	SB FIELD LIGHT INSTALL	GENERAL FUND	PARK MAINTENANCE	2,180.00
			TOTAL:	2,180.00
ANN BUTTERBAUGH	SR STEP & STRENGTH 03/11-03/18	GENERAL FUND	SPECIAL CLASSES	150.00
			TOTAL:	150.00
APPRIVER, LLC	FY26/27 SPAM FILTER SUB	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	1,816.08
			TOTAL:	1,816.08
BADGE FRAME, INC	EOQ NAME PLATES 05/26	GENERAL FUND	POLICE ADMINISTRATION	68.00
			TOTAL:	68.00
BARBARA BANNERMAN	YOGA DROP IN 06/26	GENERAL FUND	SPECIAL CLASSES	126.00
			TOTAL:	126.00
BEAR ELECTRICAL SOLUTIONS LLC	TRAFFIC SIGNAL SVCS 05/26	GENERAL FUND	STREET MAINTENANCE	1,470.00
	EMERF TRAFFIC SIGNAL SVCS	GENERAL FUND	STREET MAINTENANCE	1,445.00
			TOTAL:	2,915.00
CALIFORNIA BUILDING STANDARDS COMMISSION	CBSC GREEN FEES Q2 2026	GENERAL FUND	NON-DEPARTMENTAL	215.00
	BLDG PERMITS Q2 2026	GENERAL FUND	NON-DEPARTMENTAL	(21.50)
			TOTAL:	193.50
CALPERS	26/27 PERS UAL PYMT 1 2576	GENERAL FUND	NON-DEPARTMENTAL	120,829.42
	26/27 PERS UAL PYMT 1 2731	GENERAL FUND	NON-DEPARTMENTAL	103,055.83
			TOTAL:	223,885.25
CALPERS RETIREMENT	1959 SURVIVOR'S BENEFIT	GENERAL FUND	NON-DEPARTMENTAL	4,456.40
			TOTAL:	4,456.40
CARRI FOX	LINE DANCE DROP IN 06/26	GENERAL FUND	SPECIAL CLASSES	75.60
			TOTAL:	75.60
CERTIFIED TRANSPORTATION SERVICES, INC	DAY CAMP BUS FEES 06/09	GENERAL FUND	DAY CAMP	1,004.25
	DAY CAMP BUS FEES 06/11	GENERAL FUND	DAY CAMP	748.15
	DAY CAMP BUS FEES 06/16	GENERAL FUND	DAY CAMP	938.07
	DAY CAMP BUS FEES 06/18	GENERAL FUND	DAY CAMP	1,037.34
	DAY CAMP BUS FEES 06/26	GENERAL FUND	DAY CAMP	748.15
	DAY CAMP BUS FEES 06/30	GENERAL FUND	DAY CAMP	904.98
	DAY CAMP BUS FEES 07/07	GENERAL FUND	DAY CAMP	971.15
	DAY CAMP BUS FEES 07/01	GENERAL FUND	DAY CAMP	748.15
			TOTAL:	7,100.24
CHARLES ABBOTT ASSOCIATES, INC.	WQMP REVIEW 05/26	GENERAL FUND	NON-DEPARTMENTAL	697.50
	NPDES SVCS 05/26	GENERAL FUND	NPDES	3,940.00
			TOTAL:	4,637.50
CHARTER COMMUNICATIONS	FIBER INTERNET 07/26	GENERAL FUND	NON-DEPARTMENTAL	1,734.00
	CITY PHONE LINES 07/26	GENERAL FUND	NON-DEPARTMENTAL	486.06
			TOTAL:	2,220.06
CINTAS CORPORATION NO. 2	ICE MACHINE MAKER 06/26	GENERAL FUND	COMMUNITY DEVEL ADMIN	250.00
	ICE MACHINE SVCS 06/26	GENERAL FUND	COMMUNITY DEVEL ADMIN	273.13

WARRANTS 07/2026

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	FIRST AID REFILL 06/26	GENERAL FUND	BUILDING MAINTENANCE	3,053.93
			TOTAL:	3,577.06
CITY GREEN CONSULTING LLC	WASTE COMPLIANCE 05-06/26	GENERAL FUND	COMMUNITY DEVEL ADMIN	4,468.75
			TOTAL:	4,468.75
CLEARGOV INC.	CLEARGOV SUB FY26/27	GENERAL FUND	ADMINISTRATIVE SERVICE	8,700.00
			TOTAL:	8,700.00
COLE PRO MEDIA CORP	TRANSPARENCY ADVISING 06/26	GENERAL FUND	ADMINISTRATION	3,000.00
			TOTAL:	3,000.00
COSTAR REALTY INFORMATION, INC.	REAL ESTATE DATA 07/26	GENERAL FUND	ADMINISTRATION	871.48
			TOTAL:	871.48
COUNTY OF ORANGE TREASURER-TAX	AFIS 05/26	GENERAL FUND	COMMUNICATIONS TECHNOL	358.00
	OCATS 05/26	GENERAL FUND	COMMUNICATIONS TECHNOL	1,273.33
	PD TECH SVCS 05/26	GENERAL FUND	COMMUNICATIONS TECHNOL	1,072.10
			TOTAL:	2,703.43
DAILY JOURNAL CORPORATION	MASTER FEE SCHEDULE 07/26	GENERAL FUND	ADMINISTRATIVE SERVICE	116.25
			TOTAL:	116.25
DANIELS TIRE SERVICE	BACKHOE VEHICLE SVCS 05/26	GARAGE FUND	GARAGE	323.91
	PD PC-1 VEHICLE SVCS 05/26	GARAGE FUND	GARAGE	362.62
	PD DURANGO VEHICLE SVCS 05/26	GARAGE FUND	GARAGE	817.97
	PD DURANGO VEHICLE SVCS 05/26	GARAGE FUND	GARAGE	421.14
	BACKHOE VEHICLE SVCS 06/26	GARAGE FUND	GARAGE	736.57
	PD-18 VEHICLE SVCS 06/26	GARAGE FUND	GARAGE	793.66
	DETECTIVE VEHICLE SVCS 06/26	GARAGE FUND	GARAGE	957.57
			TOTAL:	4,413.44
DARSHINI AITHAL	WATERCOLOR 06/08-07/27	GENERAL FUND	SPECIAL CLASSES	1,050.00
			TOTAL:	1,050.00
DASH MEDICAL GLOVES, INC.	PD SAFETY SUPPLIES 03/26	GENERAL FUND	PATROL	690.03
			TOTAL:	690.03
DATA TICKET, INC.	CITATION PROCESSING 05/26	GENERAL FUND	TRAFFIC	1,324.30
			TOTAL:	1,324.30
DEPARTMENT OF CONSERVATION	SMIP FEES Q2 2026	GENERAL FUND	NON-DEPARTMENTAL	1,016.22
	BLDG PERMITS Q2 2026	GENERAL FUND	NON-DEPARTMENTAL	(50.81)
			TOTAL:	965.41
DOOLEY ENTERPRISES, INC.	AMMO PURCHASE 06/26	GENERAL FUND	PATROL	4,900.69
			TOTAL:	4,900.69
DUTHIE ELECTRIC SERVICE CORPORATION	GENERATOR MAINT 06/26	GENERAL FUND	BUILDING MAINTENANCE	525.00
	EMERG GENERATOR INSTALL	FACILITY CAPITAL E	CAPITAL PROJECTS	6,471.08
			TOTAL:	6,996.08
ENTERPRISE FM TRUST	MONTHLY LEASE CHARGES 07/26	GARAGE FUND	GARAGE	32,211.64
	VEHICLE SALES EQUITY 07/26	GARAGE FUND	GARAGE	495.00
			TOTAL:	32,706.64
EWLES MATERIALS	CONCRETE DUMP FEES 06/26	GENERAL FUND	STREET MAINTENANCE	640.00
			TOTAL:	640.00
FEDEX	DNA SHIPMENT 06/26	GENERAL FUND	RECORDS	11.39
			TOTAL:	11.39

WARRANTS 07/2026

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
FRAUD HOTLINE, LLC	FRAUD HOTLINE SUB FY26/27	GENERAL FUND	NON-DEPARTMENTAL	250.00
			TOTAL:	250.00
FRONTIER COMMUNICATIONS	JAIL ALARM 06/26	GENERAL FUND	PATROL	166.37
			TOTAL:	166.37
FUNFLICKS	SUMMER CONCERT SCREEN 07/09	GENERAL FUND	ECONOMIC DEVELOPMENT	3,264.00
			TOTAL:	3,264.00
GALLS LLC	POLICE AIDE UNIFORMS	GENERAL FUND	RECORDS	128.85
	POLICE AIDE UNIFORMS	GENERAL FUND	RECORDS	15.87
	POLICE AIDE UNIFORMS	GENERAL FUND	RECORDS	354.85
			TOTAL:	499.57
GANAHL LUMBER COMPANY	SB FIELD SUPPLIES 06/26	GENERAL FUND	STREET MAINTENANCE	26.15
	PW SUPPLIES 06/26	GENERAL FUND	STREET MAINTENANCE	58.93
	STREET MAINT SUPPLIES 06/26	GENERAL FUND	STREET MAINTENANCE	77.19
	STREET MAINT SUPPLIES 06/26	GENERAL FUND	STREET MAINTENANCE	22.91
	PW SUPPLIES 06/26	GENERAL FUND	STREET MAINTENANCE	164.61
	PARK MAINT SUPPLIES 06/26	GENERAL FUND	PARK MAINTENANCE	128.97
	PW SUPPLIES 06/26	GENERAL FUND	PARK MAINTENANCE	72.04
	ORL PARK SUPPLIES 06/26	GENERAL FUND	PARK MAINTENANCE	251.19
	ORL PARK SUPPLIES 06/26	GENERAL FUND	PARK MAINTENANCE	6.53
	CW PARK SUPPLIES 06/26	GENERAL FUND	PARK MAINTENANCE	341.47
	ORL PARK SUPPLIES 06/26	GENERAL FUND	PARK MAINTENANCE	7.41
	LAUREL PARK SUPPLIES 06/26	GENERAL FUND	PARK MAINTENANCE	80.45
	ORL PARK SUPPLIES 06/26	GENERAL FUND	PARK MAINTENANCE	65.12
	ORL PARK SUPPLIES 06/26	GENERAL FUND	PARK MAINTENANCE	47.47
	ORL PARK SUPPLIES 06/26	GENERAL FUND	PARK MAINTENANCE	85.54
	PW SUPPLIES 06/26	GENERAL FUND	BUILDING MAINTENANCE	348.31
	BLDG MAINT SUPPLIES 06/26	GENERAL FUND	BUILDING MAINTENANCE	61.85
			TOTAL:	1,846.14
GEORGE HILLS COMPANY, INC.	LIABILITY SVC FEE 06/26	SELF INSURANCE TRU	INSURANCE	1,531.25
			TOTAL:	1,531.25
GM FINANCIAL	CM VEHICLE PYMT 29	GARAGE FUND	GARAGE	1,858.68
			TOTAL:	1,858.68
GOLDEN STATE WATER COMPANY	WATER BILL 07/26	GENERAL FUND	STREET MAINTENANCE	6,756.78
	WATER BILL 07/26	GENERAL FUND	STREET MAINTENANCE	2,788.49
	WATER BILL 07/26	GENERAL FUND	PARK MAINTENANCE	4,905.41
	WATER BILL 07/26	GENERAL FUND	PARK MAINTENANCE	1,220.61
	WATER BILL 07/26	GENERAL FUND	BUILDING MAINTENANCE	1,279.41
			TOTAL:	16,950.70
HARDY & HARPER	CIP 24/25-03 OAK ST PROJ RET	GENERAL FUND	NON-DEPARTMENTAL	(20,851.68)
	CIP 24/25-03 OAK ST PROJ	GAS TAX	CAPITAL PROJECTS	341,217.00
	CIP 24/25-03 OAK ST PROJ	GAS TAX	CAPITAL PROJECTS	75,816.50
			TOTAL:	396,181.82
HASTY AWARDS	AMERICA 250 PINS	GENERAL FUND	NON-DEPARTMENTAL	1,018.23
			TOTAL:	1,018.23
HI-WAY SAFETY, INC.	STREET TRAFFIC SIGNS 06/26	GENERAL FUND	STREET MAINTENANCE	1,018.10
			TOTAL:	1,018.10

WARRANTS 07/2026

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
HISPANIC ARBORIST ASSOCIATION	PW ARBORIST TRAINING	GENERAL FUND	STREET MAINTENANCE	3,250.00
			TOTAL:	3,250.00
HEMOCOURT EDGE BASKETBALL LLC	HCE DROP IN 06/01-06/31/26	GENERAL FUND	SPECIAL CLASSES	560.00
	HCE DROP IN 06/09-06/30	GENERAL FUND	SPECIAL CLASSES	88.80
	HCE DROP IN 06/11-06/25	GENERAL FUND	SPECIAL CLASSES	88.80
	HCE DROP IN 06/09-06/30	GENERAL FUND	SPECIAL CLASSES	180.00
	HCE DROP IN 06/09-06/30	GENERAL FUND	SPECIAL CLASSES	1,144.00
	HCE DROP IN 06/09-06/30	GENERAL FUND	SPECIAL CLASSES	132.00
			TOTAL:	2,193.60
INTERCARE HOLDING INSURANCE SERVICES	ADMIN FLAT FEE 07/26	SELF INSURANCE TRU	INSURANCE	1,279.04
			TOTAL:	1,279.04
JCL TRAFFIC SERVICES	3RD OF JULY TRAFFIC SVCS	GENERAL FUND	NON-DEPARTMENTAL	9,200.00
	3RD OF JULY SUPPLIES	GENERAL FUND	SPECIAL EVENTS	50.00
			TOTAL:	9,250.00
JE SNYDER ELECTRIC, INC.	CC2 FIRE ALARM DESIGN SVCS	GENERAL FUND	CAPITAL PROJECTS	14,111.10
			TOTAL:	14,111.10
JOINT FORCES TRAINING BASE	JFTB POOL RENTAL 05/26	GENERAL FUND	AQUATICS	5,000.00
	JFTB POOL RENTAL 06/26	GENERAL FUND	AQUATICS	5,000.00
			TOTAL:	10,000.00
KEVIN & VICKY GARRETT TENNIS, INC.	ADULT TENNIS 06/12-07/03	GENERAL FUND	SPECIAL CLASSES	401.70
	ADULT TENNIS 06/10-07/01	GENERAL FUND	SPECIAL CLASSES	477.75
	YOUTH TENNIS 06/09-06/30	GENERAL FUND	SPECIAL CLASSES	224.25
	YOUTH TENNIS 06/09-06/30	GENERAL FUND	SPECIAL CLASSES	122.85
	YOUTH TENNIS 06/13-06/27	GENERAL FUND	SPECIAL CLASSES	220.35
	YOUTH TENNIS 06/13-06/27	GENERAL FUND	SPECIAL CLASSES	191.10
			TOTAL:	1,638.00
KIDZ TALENT ACADEMY	YOUTH GYM & TUMBLING 06/10-06/24	GENERAL FUND	SPECIAL CLASSES	331.50
	CHEER & DANCE 06/10-06/24	GENERAL FUND	SPECIAL CLASSES	171.60
			TOTAL:	503.10
KRONOS SASHR INC	PAYROLL SVC FEE 04/26	GENERAL FUND	ADMINISTRATIVE SERVICE	3.00
	PAYROLL SVC FEE 05/26	GENERAL FUND	ADMINISTRATIVE SERVICE	3.75
	PAYROLL UKG SVCS 06/26	GENERAL FUND	ADMINISTRATIVE SERVICE	4,387.18
	PAYROLL SVC FEE 07/26	GENERAL FUND	NON-DEPARTMENTAL	21.50
			TOTAL:	4,415.43
KYA SERVICES LLC	INTERVIEW ROOM FURNITURE	GENERAL FUND	BUILDING MAINTENANCE	4,317.82
			TOTAL:	4,317.82
LA HERRADURA MOBIL DETAIL	PW CAR WASHES 06/12/26	GARAGE FUND	GARAGE	495.00
	PD CAR WASHES 06/15/26	GARAGE FUND	GARAGE	405.00
	PW CAR WASHES 06/15/26	GARAGE FUND	GARAGE	180.00
	REC CAR WASHES 06/15/26	GARAGE FUND	GARAGE	135.00
	PD CAR WASHES 06/22/26	GARAGE FUND	GARAGE	660.00
			TOTAL:	1,875.00
LIEBERT CASSIDY WHITMORE	GENERAL SVCS 02/26	GENERAL FUND	CITY ATTORNEY	1,499.50
	GENERAL SVCS 02/26	GENERAL FUND	CITY ATTORNEY	5,774.00
	GENERAL SVCS 02/26	GENERAL FUND	CITY ATTORNEY	1,140.00
	GENERAL SVCS 02/26	GENERAL FUND	CITY ATTORNEY	139.00

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	GENERAL SVCS 02/26	GENERAL FUND	CITY ATTORNEY	729.00
	GENERAL SVCS 03/26	GENERAL FUND	CITY ATTORNEY	5,497.00
	GENERAL SVCS 03/26	GENERAL FUND	CITY ATTORNEY	2,387.50
	GENERAL SVCS 03/26	GENERAL FUND	CITY ATTORNEY	1,208.50
	GENERAL SVCS 05/26	GENERAL FUND	CITY ATTORNEY	10,791.50
	GENERAL SVCS 05/26	GENERAL FUND	CITY ATTORNEY	14,949.50
	GENERAL SVCS 05/26	GENERAL FUND	CITY ATTORNEY	632.50
	GENERAL SVCS 05/26	GENERAL FUND	CITY ATTORNEY	1,705.00
			TOTAL:	46,453.00
LOS ALAMITOS LOCK SERVICE	CC1 GATE MAINT 06/26	GENERAL FUND	CAPITAL PROJECTS	225.00
			TOTAL:	225.00
LUCILLE HASE	WOA SCHOLARSHIP RECIPIENT	GENERAL FUND	NON-DEPARTMENTAL	300.00
			TOTAL:	300.00
MAD SCIENCE	CRAZY CHEMWORKS 06/22-06/26	GENERAL FUND	SPECIAL CLASSES	154.40
	LITTLE SPROUTS LAB 07/06-007/10	GENERAL FUND	SPECIAL CLASSES	405.60
			TOTAL:	560.00
MAXIMUM ENERGY PROFESSIONALS	PAYAPP #6 CC2 MEP DESIGN	GENERAL FUND	CAPITAL PROJECTS	2,495.00
			TOTAL:	2,495.00
MCCi, LLC	LASERFICHE SUPPORT SUB	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	7,217.00
			TOTAL:	7,217.00
MIKA MAUNULA	SR PICKLEBALL 06/23-07/14/26	GENERAL FUND	SPECIAL CLASSES	560.00
	PICKLEBALL 06/24-07/15/26	GENERAL FUND	SPECIAL CLASSES	188.50
			TOTAL:	748.50
MILLER MENDEL, INC.	PD ESOPH BACKGROUND SUB	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	3,690.00
			TOTAL:	3,690.00
MINUTE MAN PRESS	AMERICA 250 SUPPLIES 06/26	GENERAL FUND	ECONOMIC DEVELOPMENT	437.00
			TOTAL:	437.00
MISC. VENDOR	GCCLB: DEP REFUND	GENERAL FUND	NON-DEPARTMENTAL	150.00
	CASEY GREGORY: CLASS REFUND	GENERAL FUND	NON-DEPARTMENTAL	130.00
	CITY OF BELL GARDENS: TRNG	GENERAL FUND	PATROL	100.00
			TOTAL:	380.00
NEWPORT EXTERMINATING	CC PEST CONTROL 01/26	GENERAL FUND	BUILDING MAINTENANCE	75.00
			TOTAL:	75.00
NORM'S AUTO COLLISION CENTER, INC.	PD DETECTIVE VEH SVCS 06/26	GARAGE FUND	GARAGE	1,750.67
			TOTAL:	1,750.67
NORM'S AUTOMOTIVE CENTER, INC.	PD 48-3 VEHICLE SVCS 06/26	GARAGE FUND	GARAGE	353.59
	PD 48-3 VEHICLE SVCS 07/26	GARAGE FUND	GARAGE	209.28
			TOTAL:	562.87
OC PARTY COMPANY	SUMMER CONCERT FACE PAINT	GENERAL FUND	ECONOMIC DEVELOPMENT	875.00
	3RD OF JULY FACE PAINT	GENERAL FUND	SPECIAL EVENTS	1,415.00
			TOTAL:	2,290.00
ORANGE COUNTY JUMPERS LLC	SUMMER CONCERT JUMPER 06/11	GENERAL FUND	SPECIAL EVENTS	870.00
	SUMMER CONCERT JUMPER 06/18	GENERAL FUND	SPECIAL EVENTS	870.00
	SUMMER CONCERT JUMPER 06/25	GENERAL FUND	SPECIAL EVENTS	870.00
	SUMMER CONCERT JUMPER 07/09	GENERAL FUND	SPECIAL EVENTS	870.00
	SUMMER CONCERT JUMPER 07/16	GENERAL FUND	SPECIAL EVENTS	750.00

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
ORANGE CYCLE INC.	PD BIKE EQUIPMENT	GENERAL FUND	PATROL	220.86
	PD BIKE EQUIPMENT	GENERAL FUND	PATROL	324.27
	PD BIKE EQUIPMENT	GENERAL FUND	PATROL	485.46
	PD BIKE EQUIPMENT	GENERAL FUND	PATROL	528.39
	PD PATROL HELMETS	GENERAL FUND	PATROL	226.24
	PD BIKE EQUIPMENT	GENERAL FUND	PATROL	656.79
			TOTAL:	2,442.01
ORIGINAL WATERMEN, INC.	AQUATICS UNIFORMS 06/26	GENERAL FUND	AQUATICS	873.36
			TOTAL:	873.36
PENINSULA SEPTIC SERVICE, INC.	CW PUMP SPECTIC TANK 06/26	GENERAL FUND	PARK MAINTENANCE	700.00
			TOTAL:	700.00
PETTY CASH	WOA WORKSHOP	GENERAL FUND	NON-DEPARTMENTAL	120.00
	REC ABC LICENSE	GENERAL FUND	NON-DEPARTMENTAL	52.35
	SPRING CARNIVAL SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	79.96
	REC ABC LICENSE FEES	GENERAL FUND	NON-DEPARTMENTAL	1.25
	REC ABC LICENSE FEES	GENERAL FUND	NON-DEPARTMENTAL	1.25
	REC POSTAGE	GENERAL FUND	NON-DEPARTMENTAL	77.55
	WINTER WONDERLAND SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	6.10
	KIM CPRS CONF	GENERAL FUND	RECREATION ADMINISTRAT	15.00
	E NODA CPRS CONF	GENERAL FUND	RECREATION ADMINISTRAT	15.00
	LECUMBERRI CPRS CONF	GENERAL FUND	RECREATION ADMINISTRAT	15.00
	KIM CPRS CONF	GENERAL FUND	RECREATION ADMINISTRAT	15.00
	E NODA CPRS CONF	GENERAL FUND	RECREATION ADMINISTRAT	15.00
	REC STAFF TRAINING	GENERAL FUND	RECREATION ADMINISTRAT	19.98
	REC STAFF TRAINING	GENERAL FUND	RECREATION ADMINISTRAT	64.64
	CORLISS TRAVEL REIMBURSE	GENERAL FUND	RECREATION ADMINISTRAT	8.04
	REC STAFF TRAINING	GENERAL FUND	RECREATION ADMINISTRAT	10.00
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	15.28
	PARKS PRGM SUPPLIES	GENERAL FUND	PLAYGROUNDS	20.00
			TOTAL:	551.40
PLANET SQUARED INC.	SUMMER CONCERT BAND 07/30	GENERAL FUND	SPECIAL EVENTS	2,250.00
			TOTAL:	2,250.00
PLAY-WELL TEKNOLOGIES	LEGO ENGINEERING CLASS	GENERAL FUND	SPECIAL CLASSES	694.40
			TOTAL:	694.40
PORTAL LANGUAGES - LONG BEACH	SPANISH CLASS 04/02-05/28	GENERAL FUND	SPECIAL CLASSES	196.80
			TOTAL:	196.80
POWERTRIP RENTALS, LLC	3RD OF JULY EQUIP	GENERAL FUND	NON-DEPARTMENTAL	9,035.34
	3RD OF JULY EQUIP	GENERAL FUND	SPECIAL EVENTS	954.84
			TOTAL:	9,990.18
PTS COMMUNICATIONS	PAYPHONE SVCS 07/26	GENERAL FUND	NON-DEPARTMENTAL	43.00
			TOTAL:	43.00
PUBLIC AGENCY RETIREMENT SERVICES	PAYMENT 31 PARS TRUST	GENERAL FUND	NON-DEPARTMENTAL	50,000.00
			TOTAL:	50,000.00
PUBLIC RISK INNOVATION SOLUTIONS	EXCESS WORKER'S COMP FY26/27	SELF INSURANCE TRU	INSURANCE	300,976.00
	GENERAL LIABILITY FY26/27	SELF INSURANCE TRU	INSURANCE	725,468.00
	MASTER CRIME PRGM FY26/27	SELF INSURANCE TRU	INSURANCE	4,622.00

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	CYBER LIABILITY PRGM FY 26/27	SELF INSURANCE TRU	INSURANCE	17,674.00
	PROPERTY PRGM FY25/26	SELF INSURANCE TRU	INSURANCE	39,774.00
	PROPERTY PRGM FY26/27	SELF INSURANCE TRU	INSURANCE	119,327.00
			TOTAL:	1,207,841.00
REDFLEX TRAFFIC SYSTEMS, INC.	RED LIGHT CAMERAS 05/26	GENERAL FUND	TRAFFIC	31,043.69
			TOTAL:	31,043.69
RK SPORTS LLC	SOCCER/TBALL 06/14-07/12	GENERAL FUND	SPECIAL CLASSES	417.30
	MULTI SPORTBALL 06/13-07/11 1 OF 2	GENERAL FUND	SPECIAL CLASSES	409.50
	MULTI SPORTBALL 06/13-07/11 2 OF 2	GENERAL FUND	SPECIAL CLASSES	259.35
			TOTAL:	1,086.15
ROBERTSON'S CONCRETE	SUPPLIES 05/26	GENERAL FUND	STREET MAINTENANCE	2,092.76
	CONCRETE SUPPLIES 05/26	GENERAL FUND	PARK MAINTENANCE	1,896.76
			TOTAL:	3,989.52
ROSSMOOR/LOS AL AREA SEWER	PD PKG LOT LEASE 05/26-06/26	GENERAL FUND	POLICE ADMINISTRATION	2,300.00
	PD PKG LOT LEASE 07/26	GENERAL FUND	POLICE ADMINISTRATION	1,150.00
			TOTAL:	3,450.00
RPW SERVICES	HERBICIDE TREATMENT 06/26	GENERAL FUND	STREET MAINTENANCE	690.00
			TOTAL:	690.00
SCA OF CA LLC	STREET SWEEPING SVCS 06/26	GENERAL FUND	STREET MAINTENANCE	9,766.42
			TOTAL:	9,766.42
SDI PRESENCE LLC	IT SUPPORT SVCS 10/25	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	8,492.35
	SENTINELONE CTRL 10/25	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	487.63
	ADD'L IT SUPPORT SVCS 10/25	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	6,288.15
	IT CLOUD LICENSE SVCS 10/25	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	1,806.25
	IT SUPPORT SVCS 11/25	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	8,492.35
	SENTINELONE CTRL 11/25	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	487.63
	ADD'L IT SUPPORT SVCS 12/25	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	5,214.00
	IT CLOUD LICENSE SVCS 11/25	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	1,806.25
	ADD'L IT SUPPORT SVCS 01/26	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	8,040.50
			TOTAL:	41,115.11
SHINING LIGHT SOCIAL MEDIA	CONSULTING SVCS 05/26	GENERAL FUND	ECONOMIC DEVELOPMENT	2,065.02
	SOCIAL MEDIA SVCS 06/26	GENERAL FUND	ECONOMIC DEVELOPMENT	2,000.00
	SOCIAL MEDIA SVCS 06/26	GENERAL FUND	ECONOMIC DEVELOPMENT	30.00
			TOTAL:	4,095.02
SIR SPEEDY PRINTING, SIGNS, MARKETING	REC POSTCARDS	GENERAL FUND	ECONOMIC DEVELOPMENT	80.28
	SUGAR BEAT NEWSLETTER 06/26	GENERAL FUND	ECONOMIC DEVELOPMENT	6,523.46
	AMERICA 250 BANNERS	GENERAL FUND	ECONOMIC DEVELOPMENT	321.40
	AMERICA 250 BACKDROP	GENERAL FUND	ECONOMIC DEVELOPMENT	482.27
	AQUATICS PROGRESS CARDS	GENERAL FUND	AQUATICS	142.18
	POOL RULES SIGNAGE	GENERAL FUND	AQUATICS	39.33
	CROSS COUNTRY BANNERS	GENERAL FUND	SPORTS	473.65
	YOUTH VOLLEYBALL BANNERS	GENERAL FUND	SPORTS	473.65
	LOS AL LINK SIGNAGE	GENERAL FUND	SPECIAL CLASSES	235.98
	FIREWORK BOOTH DECALS	GENERAL FUND	SPECIAL EVENTS	56.76
	PARK AND REC SIGNAGE	GENERAL FUND	SPECIAL EVENTS	331.19

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	3RD OF JULY SIGNAGE	GENERAL FUND	SPECIAL EVENTS	724.23
			TOTAL:	9,884.38
SITEONE LANDSCAPE SUPPLY	LANDSCAPE MAINT SUPPLIES	GENERAL FUND	PARK MAINTENANCE	203.96
	LANDSCAPE MAINT SUPPLIES	GENERAL FUND	PARK MAINTENANCE	500.19
	LANDSCAPE MAINT SUPPLIES	GENERAL FUND	PARK MAINTENANCE	222.58
	LANDSCAPE MAINT SUPPLIES	GENERAL FUND	PARK MAINTENANCE	420.65
	LANDSCAPE MAINT SUPPLIES	GENERAL FUND	PARK MAINTENANCE	278.22
			TOTAL:	1,625.60
SKATEDOGS	SKATEBOARD CAMP 06/22-06/26	GENERAL FUND	SPECIAL CLASSES	236.80
			TOTAL:	236.80
SOCAL SEWER & WATER	CH1 KITCHEN SINK REPAIR 04/26	GENERAL FUND	BUILDING MAINTENANCE	12,370.00
	CH1 FLOOR DRAIN REPL 04/26	GENERAL FUND	BUILDING MAINTENANCE	9,210.00
	CH1 RESTROOM ADD'L PIPING 04/26	GENERAL FUND	BUILDING MAINTENANCE	1,890.00
	CH1 RESTROOM PIPING 04/26	GENERAL FUND	BUILDING MAINTENANCE	5,380.00
	CH1 RESTROOM DEMO 04/26	GENERAL FUND	BUILDING MAINTENANCE	5,870.00
	CH1 PLUMBING SVCS 04/26	GENERAL FUND	BUILDING MAINTENANCE	575.00
	CH1 SEWER RISER REPL 04/26	GENERAL FUND	BUILDING MAINTENANCE	3,884.50
	CC2 GAS LEAK DETECTION 04/26	GENERAL FUND	CAPITAL PROJECTS	2,400.00
	CC1 & 2 GAS LINE REPAIR 04/26	GENERAL FUND	CAPITAL PROJECTS	4,294.65
	CC2 GAS LINE REPAIR 04/26	GENERAL FUND	CAPITAL PROJECTS	10,456.78
	CC2 FIRE HYDRANT REPAIR 04/26	GENERAL FUND	CAPITAL PROJECTS	22,375.00
	CC2 FIRE HYDRANT REPAIR 05/26	GENERAL FUND	CAPITAL PROJECTS	13,865.00
			TOTAL:	92,570.93
SOUNDTHINKING, INC.	CRIMETRACER SUB FY26/27	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	12,000.00
			TOTAL:	12,000.00
SOUTHERN CALIFORNIA EDISON	ELECTRICITY BILL 05/26-06/26	GENERAL FUND	STREET MAINTENANCE	366.31
	SOCAL EDISON 05/26-06/26	GENERAL FUND	STREET MAINTENANCE	19,915.23
	ELECTRICITY BILL 05/26-06/26	GENERAL FUND	PARK MAINTENANCE	22.98
	ELECTRICITY BILL 05/26-06/26	GENERAL FUND	PARK MAINTENANCE	177.45
	SOCAL EDISON 05/26-06/26	GENERAL FUND	PARK MAINTENANCE	996.02
	SOCAL EDISON 05/26-06/26	GENERAL FUND	PARK MAINTENANCE	203.09
	SOCAL EDISON 05/26-06/26	GENERAL FUND	BUILDING MAINTENANCE	40.30
	SOCAL EDISON 05/26-06/26 C	GENERAL FUND	BUILDING MAINTENANCE	4,334.39
	SOCAL EDISON 05/26-06/26 P	GENERAL FUND	BUILDING MAINTENANCE	6,973.53
			TOTAL:	33,029.30
SOUTHERN CALIFORNIA GAS	SO CAL GAS 07/2026	GENERAL FUND	BUILDING MAINTENANCE	276.42
			TOTAL:	276.42
SOVANDANY WANG	GFOA CONF 2026 TRAVEL REIMB	GENERAL FUND	ADMINISTRATIVE SERVICE	247.59
			TOTAL:	247.59
SPECIALTY DOORS + AUTOMATION INC.	CC1 DOOR REPLACEMENT	GENERAL FUND	BUILDING MAINTENANCE	6,915.88
			TOTAL:	6,915.88
ST. OF CALIFORNIA DEPT. OF JUSTICE	EMPLOYEE FINGERPRINT 06/26	GENERAL FUND	NON-DEPARTMENTAL	128.00
			TOTAL:	128.00
STANDARD INSURANCE COMPANY	07/26 BASIC RETIREE SELF A	GENERAL FUND	NON-DEPARTMENTAL	17.80
	07/26 BASIC & AD&D SELF AD	GENERAL FUND	CITY COUNCIL	55.38
	07/26 BASIC & AD&D SELF AD	GENERAL FUND	ADMINISTRATION	148.04

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	07/26 LTD SELF ADMIN	GENERAL FUND	ADMINISTRATION	112.84
	07/26 BASIC & AD&D SELF AD	GENERAL FUND	ADMINISTRATIVE SERVICE	104.16
	07/26 LTD SELF ADMIN	GENERAL FUND	ADMINISTRATIVE SERVICE	80.60
	07/26 BASIC & AD&D SELF AD	GENERAL FUND	POLICE ADMINISTRATION	162.95
	07/26 LTD SELF ADMIN	GENERAL FUND	POLICE ADMINISTRATION	80.60
	07/26 BASIC & AD&D SELF AD	GENERAL FUND	PATROL	271.58
	07/26 BASIC & AD&D SELF AD	GENERAL FUND	INVESTIGATION	31.95
	07/26 BASIC & AD&D SELF AD	GENERAL FUND	RECORDS	31.95
	07/26 LTD SELF ADMIN	GENERAL FUND	RECORDS	48.36
	07/26 BASIC & AD&D SELF AD	GENERAL FUND	YOUTH SERVICES	15.98
	07/26 BASIC & AD&D SELF AD	GENERAL FUND	COMMUNITY DEVEL ADMIN	136.11
	07/26 LTD SELF ADMIN	GENERAL FUND	COMMUNITY DEVEL ADMIN	128.96
	07/26 BASIC & AD&D SELF AD	GENERAL FUND	PLANNING	10.65
	07/26 LTD SELF ADMIN	GENERAL FUND	PLANNING	16.12
	07/26 BASIC & AD&D SELF AD	GENERAL FUND	NEIGHBORHOOD PRESERVAT	21.30
	07/26 LTD SELF ADMIN	GENERAL FUND	NEIGHBORHOOD PRESERVAT	32.24
	07/26 BASIC & AD&D SELF AD	GENERAL FUND	STREET MAINTENANCE	117.15
	07/26 LTD SELF ADMIN	GENERAL FUND	STREET MAINTENANCE	177.32
	07/26 BASIC & AD&D SELF AD	GENERAL FUND	BUILDING MAINTENANCE	10.65
	07/26 LTD SELF ADMIN	GENERAL FUND	BUILDING MAINTENANCE	16.12
	07/26 BASIC & AD&D SELF AD	GENERAL FUND	RECREATION ADMINISTRAT	196.17
	07/26 LTD SELF ADMIN	GENERAL FUND	RECREATION ADMINISTRAT	193.42
	07/26 EAP PREM SELF ADMIN	GENERAL FUND	NON-DEPARTMENTAL	65.85
			TOTAL:	2,284.25
STANFORD SOUND AND STAGE	SUMMER CONCERT STAGE 07/23	GENERAL FUND	SPECIAL EVENTS	1,800.00
	SUMMER CONCERT STAGE 08/06	GENERAL FUND	SPECIAL EVENTS	1,800.00
	SUMMER CONCERT STAGE 07/09	GENERAL FUND	SPECIAL EVENTS	1,800.00
			TOTAL:	5,400.00
STUDIO CREDIT LLC	REC SOFTBALL T SHIRTS (10)	GENERAL FUND	SPORTS	201.19
			TOTAL:	201.19
SUBZERO MECHANICAL	PD HVAC REPAIR	GENERAL FUND	BUILDING MAINTENANCE	1,264.56
			TOTAL:	1,264.56
SYMBOLARTS, LLC	PD CUSTOM PINS	GENERAL FUND	PATROL	1,540.88
			TOTAL:	1,540.88
THE ALBERT GROUP ARCHITECTS	CIVIC CTR ARCHITECT SVCS	GENERAL FUND	CAPITAL PROJECTS	3,263.26
			TOTAL:	3,263.26
THE REDESIGN GROUP	VMWARE RENEWAL FY25/26	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	4,311.84
	VMWARE RENEWAL FY26/27	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	8,623.68
			TOTAL:	12,935.52
TOWNSEND PUBLIC AFFAIRS, INC.	CONSULTING SVCS 07/26	GENERAL FUND	ADMINISTRATION	4,000.00
	GRANT WRITING SVCS 07/26	GENERAL FUND	ADMINISTRATION	2,000.00
			TOTAL:	6,000.00
TRACY MILLER CONSULTING, INC.	CONSULTING SVCS 06/26	GENERAL FUND	ADMINISTRATION	5,500.00
	PD TEAM WORKSHOP 4 OF 4	GENERAL FUND	POLICE ADMINISTRATION	4,900.00
			TOTAL:	10,400.00
TRIEPI, SMITH & ASSOCIATES, INC	TOT COMM OUTREACH 06/26	GENERAL FUND	ADMINISTRATION	3,677.50

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	VIDEO PRODUCTION 06/26	GENERAL FUND	NON-DEPARTMENTAL	462.01
			TOTAL:	4,139.51
TURBOSCAPE, INC.	PLAYGROUND WOODCHIPS	GENERAL FUND	PARK MAINTENANCE	9,651.20
			TOTAL:	9,651.20
U.S. BANK	CC SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	21.84
	MAYOR'S BALL SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	138.46
	MAYOR'S BALL SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	45.87
	MAYOR'S BALL SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	60.16
	MAYOR'S BALL SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	25.25
	MAYOR'S BALL SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	129.77
	MAYOR'S BALL AWARD	GENERAL FUND	NON-DEPARTMENTAL	265.78
	ADAPTIVE REC SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	368.82
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	15.97
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	109.98
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	56.34
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	218.33
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	17.96
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	360.66
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	23.96
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	68.23
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	16.16
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	39.93
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	15.47
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	17.97
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	120.00
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	16.60
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	180.00
	DINE & DOUGH PRGM	GENERAL FUND	NON-DEPARTMENTAL	61.89
	CC SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	939.44
	WILSON CHAMBER EVENT	GENERAL FUND	ADMINISTRATION	30.00
	OCREGISTER.COM SUB	GENERAL FUND	ADMINISTRATION	48.00
	SIMMONS ICMA CONF	GENERAL FUND	ADMINISTRATION	685.00
	SIMMONS ICMA MEMBERSHIP	GENERAL FUND	ADMINISTRATION	1,200.00
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	35.90
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	64.32
	COUNCIL OCREGISTER.COM	GENERAL FUND	ADMINISTRATION	26.00
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	49.00
	EOQ SUMMER 26 PLAQUE	GENERAL FUND	ADMINISTRATION	40.17
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	115.66
	IVES CAPIO WEBINAR	GENERAL FUND	ADMINISTRATION	45.00
	PUB NOTICE ORD 2026-03	GENERAL FUND	ADMINISTRATION	109.25
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	49.06
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	34.33
	QUINTANAR IIMC MEMBERSHIP	GENERAL FUND	ADMINISTRATION	220.00
	QUINTANAR CMCA MEMBERSHIP	GENERAL FUND	ADMINISTRATION	300.00
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	43.94

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	81.27
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	179.39
	COUNCIL MTG DINNER 05/26	GENERAL FUND	ADMINISTRATION	194.91
	COUNCIL MTG DINNER 06/15	GENERAL FUND	ADMINISTRATION	138.31
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATION	286.44
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATIVE SERVICE	69.99
	CLAUDE AI SUB	GENERAL FUND	ADMINISTRATIVE SERVICE	20.00
	CANVA PRO SUB	GENERAL FUND	ADMINISTRATIVE SERVICE	18.00
	MOMENTUM PLUS SUB	GENERAL FUND	ADMINISTRATIVE SERVICE	4.95
	APPLE ICLOUD SUB	GENERAL FUND	ADMINISTRATIVE SERVICE	0.99
	KOEHLER GFOA SUB	GENERAL FUND	ADMINISTRATIVE SERVICE	149.00
	KOEHLER SHRM MEMBERSHIP	GENERAL FUND	ADMINISTRATIVE SERVICE	299.00
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATIVE SERVICE	31.67
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATIVE SERVICE	53.38
	KOEHLER CALPELRA TRAINING	GENERAL FUND	ADMINISTRATIVE SERVICE	495.00
	AUTHORIZE.NET SUB	GENERAL FUND	ADMINISTRATIVE SERVICE	10.00
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATIVE SERVICE	18.25
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATIVE SERVICE	24.68
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATIVE SERVICE	18.56
	WSJ MONTHLY SUB	GENERAL FUND	ADMINISTRATIVE SERVICE	38.99
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATIVE SERVICE	334.63
	SAIZ TRAINING	GENERAL FUND	POLICE ADMINISTRATION	5.75
	GALLAUGHER TRAINING	GENERAL FUND	POLICE ADMINISTRATION	319.00
	WILSON TRAINING	GENERAL FUND	POLICE ADMINISTRATION	319.00
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	12.00
	ASI DRILL SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	69.53
	ASI DRILL SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	44.00
	ASI DRILL SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	44.00
	ASI DRILL SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	410.00
	GALLAUGHER TRAINING	GENERAL FUND	POLICE ADMINISTRATION	8.00
	GALLAUGHER TRAINING	GENERAL FUND	POLICE ADMINISTRATION	18.21
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	16.41
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	49.72
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	12.16
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	36.04
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	57.88
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	185.71
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	7.64
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	62.52
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	180.99
	ONSTAR SUB	GENERAL FUND	POLICE ADMINISTRATION	11.99
	PELTON SUB	GENERAL FUND	POLICE ADMINISTRATION	49.99
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	100.00
	ONSTAR SUB	GENERAL FUND	POLICE ADMINISTRATION	15.00
	PD POSTAGE	GENERAL FUND	POLICE ADMINISTRATION	12.90
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	9.80

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	KITCHEN SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	7.23
	KITCHEN SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	7.23
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	3.73
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	8.13
	KITCHEN SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	996.32
	WILSON TRAVEL	GENERAL FUND	POLICE ADMINISTRATION	18.99
	POWER BI	GENERAL FUND	POLICE ADMINISTRATION	99.00
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	4.65
	PD POSTAGE	GENERAL FUND	POLICE ADMINISTRATION	16.10
	KITCHEN SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	107.99
	OFFICE SUPPLIES	GENERAL FUND	PATROL	165.01
	WILSON TRAINING	GENERAL FUND	PATROL	649.70
	ACTIVE SHOOTER SIMULATION	GENERAL FUND	PATROL	911.08
	ACTIVE SHOOTER SUPPLIES	GENERAL FUND	PATROL	51.54
	BIKE PATROL UNIFORM	GENERAL FUND	PATROL	188.60
	PHONE SEARCH WARRANT	GENERAL FUND	INVESTIGATION	70.00
	OFFICE SUPPLIES	GENERAL FUND	RECORDS	90.86
	OUTREACH SUPPLIES	GENERAL FUND	COMMUNITY OUTREACH	846.24
	TIP A COP SUPPLIES	GENERAL FUND	COMMUNITY OUTREACH	46.83
	PD TRAINING SUPPLIES	GENERAL FUND	EMERGENCY PREPAREDNESS	46.23
	K9 SUPPLEMENTS	GENERAL FUND	K-9 UNIT	89.22
	K9 FOOD	GENERAL FUND	K-9 UNIT	108.12
	K9 SUPPLEMENTS	GENERAL FUND	K-9 UNIT	24.38
	K9 FOOD	GENERAL FUND	K-9 UNIT	108.12
	K9 FOOD	GENERAL FUND	K-9 UNIT	108.12
	PW SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	182.31
	CHAMBER DECORATIONS	GENERAL FUND	COMMUNITY DEVEL ADMIN	165.62
	APPLE ICLOUD SUB	GENERAL FUND	COMMUNITY DEVEL ADMIN	2.99
	PW SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	23.55
	PW SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	74.63
	PW SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	159.42
	PW SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	156.26
	PW SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	41.46
	PW SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	32.80
	R NODA ICMA CONF	GENERAL FUND	COMMUNITY DEVEL ADMIN	685.00
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	54.40
	KITCHEN SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	797.62
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	8.71
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	93.49
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	39.06
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	17.43
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	292.50
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	634.20
	AMERICA 250 SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	72.39
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	934.08
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	11.86

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	AMERICA 250 SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	189.97
	AMERICA 250 SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	174.51
	CITY FLAGS	GENERAL FUND	COMMUNITY DEVEL ADMIN	2,039.00
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	40.36
	YOUTUBE SUB	GENERAL FUND	COMMUNITY DEVEL ADMIN	82.99
	COSTCO MEMBERSHIP RENEWAL	GENERAL FUND	COMMUNITY DEVEL ADMIN	130.00
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	40.99
	R NODA ICMA MEMBERSHIP	GENERAL FUND	COMMUNITY DEVEL ADMIN	1,200.00
	COUNCIL CHAMBER DECOR	GENERAL FUND	COMMUNITY DEVEL ADMIN	21.84
	COUNCIL CHAMBER DECOR	GENERAL FUND	COMMUNITY DEVEL ADMIN	43.69
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	2.17
	COUNCIL CHAMBER DECOR	GENERAL FUND	COMMUNITY DEVEL ADMIN	376.80
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	11.13
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	17.90
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	68.04
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	349.25
	PW SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	176.28
	STREET MAINT SUPPLIES	GENERAL FUND	STREET MAINTENANCE	185.51
	STREET MAINT SUPPLIES	GENERAL FUND	STREET MAINTENANCE	162.99
	STREET MAINT SUPPLIES	GENERAL FUND	STREET MAINTENANCE	119.47
	STREET MAINT SUPPLIES	GENERAL FUND	STREET MAINTENANCE	88.28
	PW SUPPLIES	GENERAL FUND	STREET MAINTENANCE	153.74
	PW SUPPLIES	GENERAL FUND	STREET MAINTENANCE	161.85
	STREET MAINT SUPPLIES	GENERAL FUND	STREET MAINTENANCE	1,034.06
	STREET MAINT SUPPLIES	GENERAL FUND	STREET MAINTENANCE	764.75
	STREET MAINT SUPPLIES	GENERAL FUND	STREET MAINTENANCE	83.26
	PARK MAINT SUPPLIES	GENERAL FUND	PARK MAINTENANCE	60.17
	PARK MAINT SUPPLIES	GENERAL FUND	PARK MAINTENANCE	61.52
	PARK MAINT SUPPLIES	GENERAL FUND	PARK MAINTENANCE	261.70
	SB FIELD MAINT SUPPLIES	GENERAL FUND	PARK MAINTENANCE	780.08
	PARK MAINT SUPPLIES	GENERAL FUND	PARK MAINTENANCE	164.34
	PARK MAINT SUPPLIES	GENERAL FUND	PARK MAINTENANCE	134.69
	CH TRASH CANS	GENERAL FUND	PARK MAINTENANCE	124.35
	LANDSCAPE MAINT SUPPLIES	GENERAL FUND	PARK MAINTENANCE	47.24
	LANDSCAPE MAINT SUPPLIES	GENERAL FUND	PARK MAINTENANCE	326.14
	FACILITY RESTROOM MAINT	GENERAL FUND	BUILDING MAINTENANCE	1,237.78
	CH3 CYPRESS TREE	GENERAL FUND	BUILDING MAINTENANCE	77.54
	BLDG MAINT SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	333.55
	CH AMERICAN FLAGS	GENERAL FUND	BUILDING MAINTENANCE	1,171.82
	REFUND: PW SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	(152.65)
	DRINKING WATER 06/26	GENERAL FUND	BUILDING MAINTENANCE	294.59
	DRINKING WATER 06/26	GENERAL FUND	BUILDING MAINTENANCE	268.99
	BLDG MAINT SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	42.70
	SUMMER CONCERT SUPPLIES	GENERAL FUND	ECONOMIC DEVELOPMENT	70.96
	SUMMER CONCERT SUPPLIES	GENERAL FUND	ECONOMIC DEVELOPMENT	128.49
	SUMMER CONCERT SUPPLIES	GENERAL FUND	ECONOMIC DEVELOPMENT	407.88

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	SUMMER CONCERT SUPPLIES	GENERAL FUND	ECONOMIC DEVELOPMENT	15.28
	SUMMER CONCERT SUPPLIES	GENERAL FUND	ECONOMIC DEVELOPMENT	510.72
	SUMMER CONCERT SUPPLIES	GENERAL FUND	ECONOMIC DEVELOPMENT	83.65
	SUMMER CONCERT SUPPLIES	GENERAL FUND	ECONOMIC DEVELOPMENT	18.56
	SUMMER CONCERT SUPPLIES	GENERAL FUND	ECONOMIC DEVELOPMENT	22.05
	SUMMER CONCERT SUPPLIES	GENERAL FUND	ECONOMIC DEVELOPMENT	564.02
	AMERICA 250 SUPPLIES	GENERAL FUND	ECONOMIC DEVELOPMENT	396.78
	AMERICA 250 SUPPLIES	GENERAL FUND	ECONOMIC DEVELOPMENT	1,134.00
	MAYORS BALL SUPPLIES	GENERAL FUND	ECONOMIC DEVELOPMENT	75.37
	MAYORS BALL SUPPLIES	GENERAL FUND	ECONOMIC DEVELOPMENT	16.91
	AMERICA 250 SUPPLIES	GENERAL FUND	ECONOMIC DEVELOPMENT	1,812.50
	AMERICA 250 SUPPLIES	GENERAL FUND	ECONOMIC DEVELOPMENT	25.31
	OFFICE SUPPLIES	GENERAL FUND	ECONOMIC DEVELOPMENT	40.00
	OFFICE SUPPLIES	GENERAL FUND	ECONOMIC DEVELOPMENT	20.00
	OFFICE SUPPLIES	GENERAL FUND	ECONOMIC DEVELOPMENT	15.00
	MONTENEGRO CHAMBER EVENT	GENERAL FUND	ECONOMIC DEVELOPMENT	30.00
	OFFICE SUPPLIES	GENERAL FUND	ECONOMIC DEVELOPMENT	15.00
	AMERICA 250 SUPPLIES	GENERAL FUND	ECONOMIC DEVELOPMENT	894.54
	AMERICA 250 SUPPLIES	GENERAL FUND	ECONOMIC DEVELOPMENT	90.22
	AMERICA 250 SUPPLIES	GENERAL FUND	ECONOMIC DEVELOPMENT	610.71
	SUMMER CONCERT SUPPLIES	GENERAL FUND	ECONOMIC DEVELOPMENT	16.66
	SUMMER CONCERT SUPPLIES	GENERAL FUND	ECONOMIC DEVELOPMENT	30.79
	SUMMER CONCERT SUPPLIES	GENERAL FUND	ECONOMIC DEVELOPMENT	10.91
	SUMMER CONCERT SUPPLIES	GENERAL FUND	ECONOMIC DEVELOPMENT	10.91
	SUMMER CONCERT SUPPLIES	GENERAL FUND	ECONOMIC DEVELOPMENT	53.48
	SUMMER CONCERT SUPPLIES	GENERAL FUND	ECONOMIC DEVELOPMENT	110.41
	SUMMER CONCERT SUPPLIES	GENERAL FUND	ECONOMIC DEVELOPMENT	83.84
	SUMMER CONCERT SUPPLIES	GENERAL FUND	ECONOMIC DEVELOPMENT	79.68
	SUMMER CONCERT SUPPLIES	GENERAL FUND	ECONOMIC DEVELOPMENT	1,032.75
	LAVP HOMEBASE SUB	GENERAL FUND	RECREATION ADMINISTRAT	288.00
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	180.80
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	133.86
	CC MAT SERVICE 06/20/26	GENERAL FUND	RECREATION ADMINISTRAT	118.84
	CC MAT SERVICE 06/06/26	GENERAL FUND	RECREATION ADMINISTRAT	117.08
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	25.90
	CC MAT SERVICE 05/23/26	GENERAL FUND	RECREATION ADMINISTRAT	115.82
	REC STAFF TRAINING	GENERAL FUND	RECREATION ADMINISTRAT	56.55
	REC STAFF TRAINING	GENERAL FUND	RECREATION ADMINISTRAT	6.33
	STAFF CPR CERT	GENERAL FUND	RECREATION ADMINISTRAT	37.00
	STAFF CPR CERT	GENERAL FUND	RECREATION ADMINISTRAT	37.00
	SPOTIFY SUB	GENERAL FUND	RECREATION ADMINISTRAT	21.99
	STAFF CPR CERT	GENERAL FUND	RECREATION ADMINISTRAT	33.30
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	0.99
	REC STAFF TRAINING	GENERAL FUND	RECREATION ADMINISTRAT	943.00
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	19.67
	DIRECT TV EOC	GENERAL FUND	RECREATION ADMINISTRAT	109.99

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	STAFF CPR CERT	GENERAL FUND	RECREATION ADMINISTRAT	37.00
	E NODA & ARTEAGA CHAMBER EVENT	GENERAL FUND	RECREATION ADMINISTRAT	60.00
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	221.38
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	270.29
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	10.35
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	46.43
	STAFF CPR CERT	GENERAL FUND	RECREATION ADMINISTRAT	37.00
	STAFF CPR CERT	GENERAL FUND	RECREATION ADMINISTRAT	37.00
	REC STAFF TRAINING	GENERAL FUND	RECREATION ADMINISTRAT	35.86
	STAFF CPR CERT	GENERAL FUND	RECREATION ADMINISTRAT	37.00
	MIRANDA TRAINING	GENERAL FUND	RECREATION ADMINISTRAT	45.00
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	15.86
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	63.83
	STAFF CPR CERT	GENERAL FUND	RECREATION ADMINISTRAT	37.00
	STAFF CPR CERT	GENERAL FUND	RECREATION ADMINISTRAT	426.00
	APPLE ICLOUD SUB	GENERAL FUND	RECREATION ADMINISTRAT	0.99
	STAFF CPR CERT	GENERAL FUND	RECREATION ADMINISTRAT	37.00
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	145.99
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	132.23
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	211.69
	STAFF CPR CERT	GENERAL FUND	RECREATION ADMINISTRAT	37.00
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	99.98
	DETERDING GOLF TOURNAMENT	GENERAL FUND	RECREATION ADMINISTRAT	221.73
	APPLE ICLOUD SUB	GENERAL FUND	RECREATION ADMINISTRAT	9.99
	CONSTANT CONTACT SUB	GENERAL FUND	RECREATION ADMINISTRAT	466.45
	AQUATICS SUPPLIES	GENERAL FUND	AQUATICS	84.86
	AQUATICS SUPPLIES	GENERAL FUND	AQUATICS	32.31
	AQUATICS SUPPLIES	GENERAL FUND	AQUATICS	77.33
	AQUATICS SUPPLIES	GENERAL FUND	AQUATICS	88.28
	AQUATICS SUPPLIES	GENERAL FUND	AQUATICS	26.05
	AQUATICS SUPPLIES	GENERAL FUND	AQUATICS	177.54
	AQUATICS SUPPLIES	GENERAL FUND	AQUATICS	97.77
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	58.61
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	38.23
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	47.45
	DAY CAMP EXCURSION 06/18	GENERAL FUND	DAY CAMP	1,839.54
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	36.10
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	28.38
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	38.23
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	12.33
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	120.67
	DAY CAMP EXCURSION 06/11	GENERAL FUND	DAY CAMP	1,530.00
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	92.05
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	13.83
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	28.67
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	30.58

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	DAY CAMP EXCURSION	GENERAL FUND	DAY CAMP	25.00
	DAY CAMP EXCURSION	GENERAL FUND	DAY CAMP	71.61
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	13.92
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	88.13
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	48.97
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	9.92
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	90.44
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	75.32
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	72.01
	REFUND: OFFICE SUPPLIES	GENERAL FUND	DAY CAMP	(10.79)
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	27.90
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	32.73
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	197.90
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	32.49
	DAY CAMP EXCURSION	GENERAL FUND	DAY CAMP	75.05
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	52.59
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	22.65
	UNITED TEEN SUPPLIES	GENERAL FUND	DAY CAMP	50.12
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	396.60
	UNITED TEEN SUPPLIES	GENERAL FUND	DAY CAMP	15.56
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	87.48
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	86.95
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	1.84
	DAY CAMP EXCURSION	GENERAL FUND	DAY CAMP	671.00
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	15.56
	DAY CAMP SUPPLIES	GENERAL FUND	DAY CAMP	85.95
	DAY CAMP EXCURSION	GENERAL FUND	DAY CAMP	818.00
	OFFICE SUPPLIES	GENERAL FUND	PLAYGROUNDS	48.06
	PARKS PRGM SUPPLIES	GENERAL FUND	PLAYGROUNDS	319.28
	PARKS PRGM EXCURSION	GENERAL FUND	PLAYGROUNDS	236.25
	PARKS PRGM SUPPLIES	GENERAL FUND	PLAYGROUNDS	271.57
	PARKS PRGM SUPPLIES	GENERAL FUND	PLAYGROUNDS	36.99
	PARKS PRGM SUPPLIES	GENERAL FUND	PLAYGROUNDS	382.18
	PARKS PRGM SUPPLIES	GENERAL FUND	PLAYGROUNDS	12.58
	FOOTBALL SUPPLIES	GENERAL FUND	SPORTS	41.47
	YOUTH SOCCER SUPPLIES	GENERAL FUND	SPORTS	27.31
	TRACK & FIELD SUPPLIES	GENERAL FUND	SPORTS	49.14
	OFFICE SUPPLIES	GENERAL FUND	SPORTS	29.50
	YOUTH SOCCER SUPPLIES	GENERAL FUND	SPORTS	10.79
	FOOTBALL SUPPLIES	GENERAL FUND	SPORTS	26.21
	REFUND: TRACK & FIELD SUPPLIES	GENERAL FUND	SPORTS	(49.14)
	FOOTBALL SUPPLIES	GENERAL FUND	SPORTS	58.11
	ADULT SOCCER SUPPLIES	GENERAL FUND	SPORTS	13.58
	FOOTBALL SUPPLIES	GENERAL FUND	SPORTS	98.29
	TRACK & FIELD SUPPLIES	GENERAL FUND	SPORTS	592.74
	YOUTH SOCCER SUPPLIES	GENERAL FUND	SPORTS	62.58

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VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	YOUTH SOCCER SUPPLIES	GENERAL FUND	SPORTS	22.82
	FOOTBALL SUPPLIES	GENERAL FUND	SPORTS	45.86
	YOUTH SOCCER SUPPLIES	GENERAL FUND	SPORTS	214.05
	TRACK & FIELD SUPPLIES	GENERAL FUND	SPORTS	65.19
	FOOTBALL SUPPLIES	GENERAL FUND	SPORTS	136.56
	TRACK & FIELD SUPPLIES	GENERAL FUND	SPORTS	14.85
	YOUTH SOCCER EQUIPMENT	GENERAL FUND	SPORTS	72.38
	YOUTH SOCCER EQUIPMENT	GENERAL FUND	SPORTS	21.84
	YOUTH SOCCER EQUIPMENT	GENERAL FUND	SPORTS	62.25
	T-BALL SUPPLIES	GENERAL FUND	SPORTS	55.52
	FACILITY MAINT SUPPLIES	GENERAL FUND	SPORTS	92.62
	TRACK & FIELD SUPPLIES	GENERAL FUND	SPORTS	40.08
	SB FIELD SUPPLIES	GENERAL FUND	SPORTS	41.50
	SB FIELD SUPPLIES	GENERAL FUND	SPORTS	58.52
	SB FIELD SUPPLIES	GENERAL FUND	SPORTS	162.76
	SPECIALTY CAMP SUPPLIES	GENERAL FUND	SPECIAL CLASSES	94.32
	PRESCHOOL GRAD SUPPLIES	GENERAL FUND	SPECIAL CLASSES	89.20
	SPECIALTY CAMP SUPPLIES	GENERAL FUND	SPECIAL CLASSES	359.34
	PRESCHOOL GRAD SUPPLIES	GENERAL FUND	SPECIAL CLASSES	48.12
	PRESCHOOL GRAD SUPPLIES	GENERAL FUND	SPECIAL CLASSES	258.96
	SPECIALTY CAMP SUPPLIES	GENERAL FUND	SPECIAL CLASSES	62.90
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	6.75
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	3.26
	SPECIALTY CAMP SUPPLIES	GENERAL FUND	SPECIAL CLASSES	126.55
	PRESCHOOL SUPPLIES	GENERAL FUND	SPECIAL CLASSES	16.70
	SENIOR PRGM SUPPLIES	GENERAL FUND	SPECIAL CLASSES	830.61
	SENIOR PRGM SUPPLIES	GENERAL FUND	SPECIAL CLASSES	81.71
	SENIOR PRGM SUPPLIES	GENERAL FUND	SPECIAL CLASSES	63.31
	SENIOR PRGM SUPPLIES	GENERAL FUND	SPECIAL CLASSES	13.11
	SENIOR PRGM SUPPLIES	GENERAL FUND	SPECIAL CLASSES	100.42
	REC SUPPLIES	GENERAL FUND	SPECIAL EVENTS	20.88
	REFUND: REC SUPPLIES	GENERAL FUND	SPECIAL EVENTS	(65.19)
	REC SUPPLIES	GENERAL FUND	SPECIAL EVENTS	65.19
	REC SUPPLIES	GENERAL FUND	SPECIAL EVENTS	64.55
	REC SUPPLIES	GENERAL FUND	SPECIAL EVENTS	69.91
	REC SUPPLIES	GENERAL FUND	SPECIAL EVENTS	69.91
	3RD OF JULY SUPPLIES	GENERAL FUND	SPECIAL EVENTS	198.70
	REC SUPPLIES	GENERAL FUND	SPECIAL EVENTS	573.58
	3RD OF JULY SUPPLIES	GENERAL FUND	SPECIAL EVENTS	140.24
	3RD OF JULY SUPPLIES	GENERAL FUND	SPECIAL EVENTS	54.06
	REC SUPPLIES	GENERAL FUND	SPECIAL EVENTS	231.44
	REC SUPPLIES	GENERAL FUND	SPECIAL EVENTS	103.37
	3RD OF JULY SUPPLIES	GENERAL FUND	SPECIAL EVENTS	52.69
	3RD OF JULY SUPPLIES	GENERAL FUND	SPECIAL EVENTS	103.76
	CITY PAPERSTOCK	GENERAL FUND	NON-DEPARTMENTAL	809.40
	BACKHOE VEHICLE SVCS 06/26	GARAGE FUND	GARAGE	144.59

WARRANTS 07/2026

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	REFUND: BACKHOE VEHICLE SVCS	GARAGE FUND	GARAGE	(144.59)
	VEHICLE REPL PARTS	GARAGE FUND	GARAGE	203.53
	REC TRUCK VEHICLE SVCS 06/26	GARAGE FUND	GARAGE	32.13
	REC TRUCK SERVICE FEE 06/26	GARAGE FUND	GARAGE	0.96
	CHIEF OLD VEH TRANSM COPAY	GARAGE FUND	GARAGE	100.00
	CITY META SOFTWARE	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	19.99
	PD META SOFTWARE	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	11.99
			TOTAL:	62,623.60
UNITED RENTALS NORTH AMERICA INC.	SKID STEER RENTAL 06/26	GENERAL FUND	STREET MAINTENANCE	1,179.15
			TOTAL:	1,179.15
V & V MANUFACTURING, INC.	POLICE AIDE BADGES	GENERAL FUND	POLICE ADMINISTRATION	381.75
			TOTAL:	381.75
VERIZON WIRELESS	CITY CELLPHONE 05/26-06/26	GENERAL FUND	NON-DEPARTMENTAL	13,680.60
			TOTAL:	13,680.60
VESTIS GROUP INC	UNIFORMS RENTAL 06/15/26	GENERAL FUND	STREET MAINTENANCE	133.17
	UNIFORMS RENTAL 06/22/26	GENERAL FUND	STREET MAINTENANCE	133.17
	UNIFORMS RENTAL 07/06/26	GENERAL FUND	STREET MAINTENANCE	181.17
			TOTAL:	447.51
WEBSTER'S REMOVAL SERVICES	BEE REMOVAL 05/18/26	GENERAL FUND	PARK MAINTENANCE	285.00
			TOTAL:	285.00
WEST COAST ARBORISTS, INC.	TREE MAINT SVCS 05/26	MEASURE M	CAPITAL PROJECTS	3,050.00
			TOTAL:	3,050.00
WEX BANK	FUEL STATEMENT 06/26	GARAGE FUND	GARAGE	14,089.04
	FUEL REBATES 06/26	GARAGE FUND	GARAGE	(170.51)
			TOTAL:	13,918.53
WEX HEALTH, INC.	FSA MONTHLY 06/26	GENERAL FUND	NON-DEPARTMENTAL	63.00
			TOTAL:	63.00
WILLDAN ENGINEERING	BUS SHELTER RFP 05/26	GENERAL FUND	COMMUNITY DEVEL ADMIN	253.00
	PLAN CHECK 02/26	GENERAL FUND	CITY ENGINEER	7,607.50
	LABOURDETTE PARK PROJ 02/26	GENERAL FUND	CITY ENGINEER	1,264.00
	CITY ENGINEER 02/26	GENERAL FUND	CITY ENGINEER	5,880.00
	CITY ENGINEER 03/26	GENERAL FUND	CITY ENGINEER	4,800.00
	PLAN CHECK 03/26	GENERAL FUND	CITY ENGINEER	20,826.50
	CITY ENGINEER SVCS 04/26	GENERAL FUND	CITY ENGINEER	6,400.00
	PLAN CHECK 04/26	GENERAL FUND	CITY ENGINEER	7,665.00
	INTERIM PW MGR 04/26	GENERAL FUND	CITY ENGINEER	9,150.00
	INTERIM DEP DIRECTOR 03/26	GENERAL FUND	CITY ENGINEER	7,987.50
	ASST CITY ENGINEER 04/26	GENERAL FUND	CITY ENGINEER	8,250.00
	INTERIM PW MGR 03/26	GENERAL FUND	CITY ENGINEER	17,025.00
	INTERIM DEPUTY DIRECTOR 05/26	GENERAL FUND	CITY ENGINEER	10,275.00
	CITY ENGINEER 05/26	GENERAL FUND	CITY ENGINEER	7,247.00
	PLAN CHECK 05/26	GENERAL FUND	CITY ENGINEER	6,813.75
	CONSTRUCTION MGMT 03/26	GENERAL FUND	CITY ENGINEER	13,857.25
	LABOR COMP REVIEW 04/26	GENERAL FUND	CITY ENGINEER	165.00
	ON CALL LABOR COMP REV 04/26	GENERAL FUND	CITY ENGINEER	601.50
	LABOR COMP REVIEW 05/26	GENERAL FUND	CITY ENGINEER	412.50

WARRANTS 07/2026

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	ENG & TRAFFIC SURVEY 04/26	GENERAL FUND	CITY ENGINEER	5,120.00
	TRAFFIC ENGINEER 04/26	GENERAL FUND	CITY ENGINEER	4,689.50
	TRAFFIC ENGINEER 05/26	GENERAL FUND	CITY ENGINEER	5,674.50
	PINE ST PROJ 04/26	GENERAL FUND	CAPITAL PROJECTS	1,000.00
	PINE ST PROJ 05/26	GENERAL FUND	CAPITAL PROJECTS	800.00
	CC2 CONSTRUCTION SVCS 03/26	GENERAL FUND	CAPITAL PROJECTS	19,036.00
	CC2 CONSTRUCTION SVCS 04/26	GENERAL FUND	CAPITAL PROJECTS	26,992.25
	CITYWIDE SIGN INVENTORY 04/26	GENERAL FUND	CAPITAL PROJECTS	612.50
	BLOOMFIELD ATP 04/26	GENERAL FUND	CAPITAL PROJECTS	721.50
	COYOTE CREEK PROJ 04/26	GENERAL FUND	CAPITAL PROJECTS	885.50
	PINE ST PROJ 04/26	GENERAL FUND	CAPITAL PROJECTS	40,930.31
	PINE ST PROJ 05/26	GENERAL FUND	CAPITAL PROJECTS	10,521.75
	COYOTE CREEK PROJ 05/26	GENERAL FUND	CAPITAL PROJECTS	12,596.50
	BLOOMFIELD ATP 05/26	GENERAL FUND	CAPITAL PROJECTS	864.00
	OAK ST PROJ 02/26	GAS TAX	CAPITAL PROJECTS	2,043.75
	OAK ST PROJ 03/26	GAS TAX	CAPITAL PROJECTS	4,800.00
	OAK ST PROJ 04/26	GAS TAX	CAPITAL PROJECTS	1,600.00
	OAK ST PROJ 05/26	GAS TAX	CAPITAL PROJECTS	1,600.00
	OAK ST PROJ 04/26	GAS TAX	CAPITAL PROJECTS	22,396.50
	OAK ST PROJ 05/26	GAS TAX	CAPITAL PROJECTS	5,987.00
	CDBG REAGAN ST PROJ 03/26	MEASURE M	CAPITAL PROJECTS	4,365.50
	KATELLA PAVEMENT PROJ 04/26	MEASURE M	CAPITAL PROJECTS	1,035.00
	KATELLA PAVEMENT PROJ 05/26	MEASURE M	CAPITAL PROJECTS	621.00
	CDBG REAGAN ST PROJ 05/26	MEASURE M	CAPITAL PROJECTS	387.25
	REAGAN ST PROJ 05/26	MEASURE M	CAPITAL PROJECTS	3,489.00
	EMERG GENERATOR PROJ 02/26	FACILITY CAPITAL E	CAPITAL PROJECTS	2,390.00
	EMERG GENERATOR PROJ 03/26	FACILITY CAPITAL E	CAPITAL PROJECTS	6,992.00
	GENERATOR REPL PROJ 04/26	FACILITY CAPITAL E	CAPITAL PROJECTS	3,170.00
	GENERATOR REPL PROJ 05/26	FACILITY CAPITAL E	CAPITAL PROJECTS	13,713.75
	GENERATOR PROJ 05/26	FACILITY CAPITAL E	CAPITAL PROJECTS	895.25
			TOTAL:	342,410.81
WILLDAN FINANCIAL SERVICES	DEV IMPACT FEE STUDY 05/26	GENERAL FUND	COMMUNITY DEVEL ADMIN	1,941.00
			TOTAL:	1,941.00
WOODRUFF & SMART, APC	GENERAL SVCS 05/26	GENERAL FUND	CITY ATTORNEY	30,288.86
	GENERAL SVCS 05/26	GENERAL FUND	CITY ATTORNEY	63.00
	PROSECUTION SVCS 05/26	GENERAL FUND	CITY ATTORNEY	3,516.12
			TOTAL:	33,867.98

WARRANTS 07/2026

VENDOR NAME	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
===== FUND TOTALS =====				
	10 GENERAL FUND			1,092,098.56
	20 GAS TAX			455,460.75
	26 MEASURE M			12,947.75
	50 GARAGE FUND			57,422.45
	52 FACILITY CAPITAL EXPENSES			33,632.08
	53 TECHNOLOGY REPLACEMENT			78,805.69
	54 SELF INSURANCE TRUST			1,210,651.29
	GRAND TOTAL:			2,941,018.57

Retirees Medical Reimbursement

Date: July 1, 2026

Number of Transactions: 12

Total Batch: \$8,702.44

Payroll Recap & Funding

Bi-Weekly Regular 07/02/2026

Payroll Overview

Payroll	Bi-Weekly Regular 07/02/2026
Pay Date	07/02/2026
# Employees	172
# Paid Employees	172
# Regular	172
# Pay Periods	1
Base Compensation Changes	2
New Hires	2

Employee Payments

	#	EE's	\$ Amount
Checks Paid By POD7 UK	6	6	3,205.11 ^D
Direct Deposits Debited	180	165	341,939.54 ^D
Total			345,144.65
(D) POD7 UKG Payroll Services Admin Debit			-345,144.65
Your Remaining Bank Account Liability			0.00
Vouchers Printed	6		
Vouchers Suppressed	0		

Taxes

	EIN	EE's	\$ Amount
FIT/EE	95-2133135	130	37,550.08 ^D
MEDI/ER	95-2133135	172	6,610.77 ^D
MEDI/EE	95-2133135	172	6,610.77 ^D
SIT:CA/EE	932-0185-3	122	15,527.11 ^D
Total			66,298.73
(D) POD7 UKG Payroll Services Admin Debit			-66,298.73
Your Remaining Tax Liability			0.00

Vendor Liabilities

	EE's	\$ Amount
California Division of Child Support	1	297.23 ^D
Colorado Family Support	1	230.76 ^D
Total		527.99
(D) POD7 UKG Payroll Services Admin Debit		-527.99
Your Remaining Vendor Liability		0.00

Total

Total	411,971.37
POD7 UKG Payroll Services Admin Debit	-411,971.37
Total of Your Responsibility	0.00

Recap

POD7 UKG Payroll S	Date	Bank Account #	\$ Amount
Vendor Payment SPA	07/01/2026	xxxxxxxx8587	527.99
Tax Payment	07/01/2026	xxxxxxxx8587	66,298.73
Empl. Checks SPA	07/01/2026	xxxxxxxx8587	3,205.11
Empl. Dir. Dep. SPA	07/01/2026	xxxxxxxx8587	341,939.54
Total Debits			411,971.37

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Recap - Continued

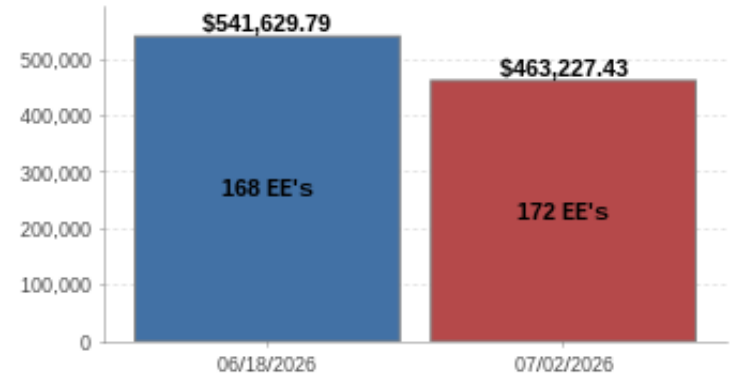
Cash Requirements: xxxxxxxx8587

	\$ Amount
Vendor Payment SPA	527.99
Tax Payment	66,298.73
Empl. Checks SPA	3,205.11
Empl. Dir. Dep. SPA	341,939.54
Total	411,971.37

General Ledger Summary

	Debit/Exp.	Credit/Liab.
Earning	464,976.30	1,748.87
ER Deduction	93,774.66	
ER Tax (Offset)	6,610.77	
Check		3,205.11
ER Tax		6,610.77
Deduction		58,394.82
Tax		59,687.96
ER Deduction (Offset)		93,774.66
Direct Deposit		341,939.54
	565,361.73	565,361.73

Comparison To Last Pay Period - Gross Wages



BENEFITS & WITHHOLDINGS

City of Los Alamitos

Pay Period 06/14/2026-06/27/2026

Check Date:07/02/2026

	<u>Source</u>	<u>Deduction</u>	<u>Vendor</u>	<u>Total Amount</u>	<u>Total Amount (ER)</u>	<u>Total Fund</u>
Employee	401(a) - E	N/A	\$	-	\$ 2,115.40	\$ 2,115.40
Employee	401(a) - M	N/A	\$	-	\$ 2,423.07	\$ 2,423.07
Employee	AFLAC PostTax	Aflac	\$	134.48	\$ -	\$ 134.48
Employee	AFLAC PreTax	Aflac	\$	116.85	\$ -	\$ 116.85
Employee	CalPers Deferred Comp	Calpers Def Comp		\$2,993.57	\$ -	\$ 2,993.57
Employee	CalPers Deferred Comp Loan	Calpers Def Comp	\$	158.30	\$ -	\$ 158.30
Employee	CalPers Deferred Comp Roth	Calpers Def Comp	\$	1,000.00	\$ -	\$ 1,000.00
Employee / Employer	CalPers MISC EE 8%	Calpers Retirement	\$	5,398.48	\$ 10,857.70	\$ 16,256.18
Employee	CalPers Retirement	Calpers Retirement	\$	481.97	\$ -	\$ 481.97
Employee / Employer	CalPers Retirement MISC EE&ER	Calpers Retirement	\$	9,993.44	\$ 10,264.96	\$ 20,258.40
Employee	CalPers Safety EE	Calpers Retirement	\$	1,414.44	\$ -	\$ 1,414.44
Employee	CalPers Safety EE B4	Calpers Retirement	\$	2,619.79	\$ -	\$ 2,619.79
Employee / Employer	CalPers Safety EE&ER	Calpers Retirement	\$	11,061.37	\$ 11,254.42	\$ 22,315.79
Employer	CalPers Safety ER	Calpers Retirement	\$	-	\$ 12,273.01	\$ 12,273.01
Employee	CalPers Survivors Benefit	Calpers Retirement	\$	69.75	\$ -	\$ 69.75
Employee	Child Support 1	Deducted	\$	527.99	\$ -	\$ 527.99
Employer	Dental Pre-Tax	Delta Dental	\$	-	\$ 1,775.72	\$ 1,775.72
Employee	Employee Voluntary Life	Standard	\$	265.05	\$ -	\$ 265.05
Employee	FSA Medical Expense	Wex Health	\$	1,508.46	\$ -	\$ 1,508.46
Employee	ICMA Deferred Comp EE	Mission Square	\$	2,286.70	\$ -	\$ 2,286.70
Employer	ICMA Deferred Comp ER	Mission Square	\$	-	\$ 958.00	\$ 958.00
Employee	ICMA Loan Repay	Mission Square	\$	850.59	\$ -	\$ 850.59
Employee	ICMA Roth	Mission Square	\$	591.70	\$ -	\$ 591.70
Employee	Long Term Disability	Standard	\$	99.54	\$ -	\$ 99.54
Employee / Employer	Medical Pre-Tax	CalPERS	\$	8,956.37	\$ 38,185.06	\$ 47,141.43
Employee	Nationwide Retirement FT	Nationwide	\$	2,512.58	\$ -	\$ 2,512.58
Employee / Employer	Nationwide Retirement PT	Nationwide	\$	3,278.00	\$ 3,278.12	\$ 6,556.12
Employee/Employer	Nationwide Retirement PT Add'l \$75	Nationwide	\$	75.00	\$ -	\$ 75.00
Employee	Police Officer Dues	Union Dues	\$	1,442.77	\$ -	\$ 1,442.77
Employee	Teamsters Local 911	Union Dues	\$	550.00	\$ -	\$ 550.00
Employer	Vision Pre-Tax	VSP	\$	7.63	\$ 389.20	\$ 396.83
				\$58,394.82	\$ 93,774.66	\$147,631.01

Payroll Recap & Funding

Weekly Regular 07/17/2026

Payroll Overview

Payroll	Bi-Weekly Regular 07/17/2026
Pay Date	07/17/2026
# Employees	172
# Paid Employees	172
# Pay Statements	173
# Regular	172
# Void	1
# Pay Periods	1
EE's Paid More Than Once	1
Base Compensation Changes	25

Employee Payments

	#	EE's	\$ Amount
Checks Paid By POD7 UK	8	8	4,060.58 ^D
Void Checks Paid By POD7	1	1	-408.31 ^D
Direct Deposits Debited	176	163	341,202.84 ^D
Total			345,263.42
Total Void			-408.31
(D) POD7 UKG Payroll Services Admin Debit			-344,855.11
Your Remaining Bank Account Liability			0.00
Vouchers Printed	8		
Vouchers Suppressed	0		

Taxes

	EIN	EE's	\$ Amount
FIT/EE	95-2133135	120	41,527.98 ^D
MEDI/ER	95-2133135	172	6,657.73 ^D
MEDI/EE	95-2133135	172	6,657.73 ^D
SIT:CA/EE	932-0185-3	114	16,994.31 ^D
Total			71,837.75
Total Void			-12.96
(D) POD7 UKG Payroll Services Admin Debit			-71,837.75
Your Remaining Tax Liability			0.00

Vendor Liabilities

	EE's	\$ Amount
California Division of Child Support	1	297.23 ^D
Colorado Family Support	1	230.76 ^D
Total		527.99
(D) POD7 UKG Payroll Services Admin Debit		-527.99
Your Remaining Vendor Liability		0.00

Total

Total	417,220.85
POD7 UKG Payroll Services Admin Debit	-417,220.85
Total of Your Responsibility	0.00

Recap

POD7 UKG Payroll S	Date	Bank Account #	\$ Amount
Vendor Payment SPA	07/16/2026	xxxxxxxx8587	527.99
Tax Payment	07/16/2026	xxxxxxxx8587	71,837.75
Empl. Checks SPA	07/16/2026	xxxxxxxx8587	4,060.58
Empl. Checks SPA (Refund)	07/17/2026	xxxxxxxx8587	-408.31
Empl. Dir. Dep. SPA	07/16/2026	xxxxxxxx8587	341,202.84
Total Debits			417,220.85

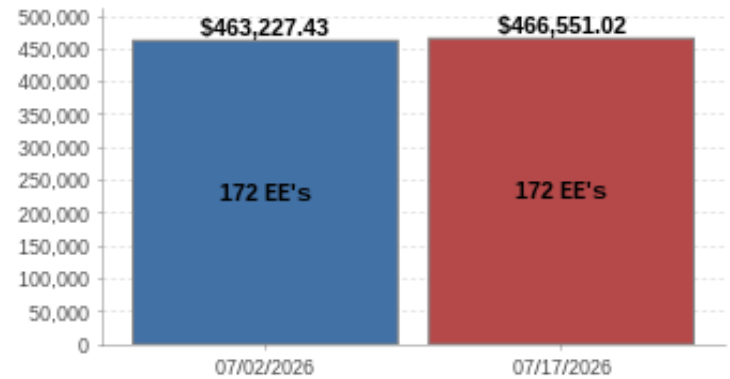
Cash Requirements: xxxxxxxx8587

	\$ Amount
Vendor Payment SPA	527.99
Tax Payment	71,837.75
Empl. Checks SPA	4,060.58
Empl. Checks SPA (Refund)	-408.31
Empl. Dir. Dep. SPA	341,202.84
Total	417,220.85

General Ledger Summary

	Debit/Exp.	Credit/Liab.
Earning	467,309.75	758.73
ER Deduction	93,686.83	47.17
ER Tax (Offset)	6,665.18	7.45
Check	408.31	4,060.58
Deduction	59.70	56,575.59
Direct Deposit	49.91	341,252.75
ER Deduction (Offset)	47.17	93,686.83
Tax	11.25	65,191.27
ER Tax	7.45	6,665.18
	568,245.55	568,245.55

Comparison To Last Pay Period - Gross Wages



BENEFITS & WITHHOLDINGS

City of Los Alamitos

Pay Period 06/28/2026-07/11/2026

Check Date:07/17/2026

	<u>Source</u>	<u>Deduction</u>	<u>Vendor</u>	<u>Total Amount</u>	<u>Total Amount (ER)</u>	<u>Total Fund</u>
Employee	401(a) - E	N/A	\$	-	\$ 2,115.40	\$ 2,115.40
Employee	401(a) - M	N/A	\$	-	\$ 2,692.30	\$ 2,692.30
Employee	AFLAC PostTax	Aflac	\$	134.48	\$ -	\$ 134.48
Employee	AFLAC PreTax	Aflac	\$	116.85	\$ -	\$ 116.85
Employee	CalPers Deferred Comp	Calpers Def Comp	\$	2,645.05	\$ -	\$ 2,645.05
Employee	CalPers Deferred Comp Loan	Calpers Def Comp	\$	158.30	\$ -	\$ 158.30
Employee	CalPers Deferred Comp Roth	Calpers Def Comp	\$	800.00	\$ -	\$ 800.00
Employee / Employer	CalPers MISC EE 8%	Calpers Retirement	\$	5,414.89	\$ 10,877.18	\$ 16,292.07
Employee	CalPers Retirement	Calpers Retirement	\$	481.97	\$ -	\$ 481.97
Employee / Employer	CalPers Retirement MISC EE&ER	Calpers Retirement	\$	9,621.46	\$ 9,860.48	\$ 19,481.94
Employee	CalPers Safety EE	Calpers Retirement	\$	1,414.44	\$ -	\$ 1,414.44
Employee	CalPers Safety EE B4	Calpers Retirement	\$	2,673.79	\$ -	\$ 2,673.79
Employee / Employer	CalPers Safety EE&ER	Calpers Retirement	\$	11,009.97	\$ 11,137.33	\$ 22,147.30
Employer	CalPers Safety ER	Calpers Retirement	\$	-	\$ 12,454.72	\$ 12,454.72
Employee	CalPers Survivors Benefit	Calpers Retirement	\$	68.82	\$ -	\$ 68.82
Employee	Child Support 1	Deducted	\$	527.99	\$ -	\$ 527.99
Employer	Dental Pre-Tax	Delta Dental	\$	-	\$ 1,775.72	\$ 1,775.72
Employee	Employee Voluntary Life	Standard	\$	252.75	\$ -	\$ 252.75
Employee	FSA Medical Expense	Wex Health	\$	1,508.46	\$ -	\$ 1,508.46
Employee	ICMA Deferred Comp EE	Mission Square	\$	1,880.77	\$ -	\$ 1,880.77
Employer	ICMA Deferred Comp ER	Mission Square	\$	-	\$ 958.00	\$ 958.00
Employee	ICMA Loan Repay	Mission Square	\$	502.86	\$ -	\$ 502.86
Employee	ICMA Roth	Mission Square	\$	585.77	\$ -	\$ 585.77
Employee	Long Term Disability	Standard	\$	99.54	\$ -	\$ 99.54
Employee / Employer	Medical Pre-Tax	CalPERS	\$	8,956.37	\$ 38,185.06	\$ 47,141.43
Employee	Nationwide Retirement FT	Nationwide	\$	2,355.06	\$ -	\$ 2,355.06
Employee / Employer	Nationwide Retirement PT	Nationwide	\$	3,186.53	\$ 3,186.64	\$ 6,373.17
Employee / Employer	Nationwide Retirement PT Add'l	Nationwide	\$	75.00	\$ -	\$ 75.00
Employee	Police Officer Dues	Union Dues	\$	1,442.77	\$ -	\$ 1,442.77
Employee	Teamsters Local 911	Union Dues	\$	602.00	\$ -	\$ 602.00
Employer	Vision Pre-Tax	VSP	\$	-	\$ 396.83	\$ 396.83
				\$56,515.89	\$ 93,639.66	\$145,347.85

Payroll Recap & Funding

Bi-Weekly Regular 07/31/2026

Payroll Overview

Payroll	Bi-Weekly Regular 07/31/2026
Pay Date	07/31/2026
# Employees	166
# Paid Employees	166
# Regular	166
# Pay Periods	1
Base Compensation Changes	55

Employee Payments

	#	EE's	\$ Amount
Checks Paid By POD7 UK	4	4	2,718.54 ^D
Direct Deposits Debited	174	161	332,004.39 ^D
Total			334,722.93
(D) POD7 UKG Payroll Services Admin Debit			-334,722.93
Your Remaining Bank Account Liability			0.00
Vouchers Printed	4		
Vouchers Suppressed	0		

Taxes

	EIN	EE's	\$ Amount
FIT/EE	95-2133135	130	40,961.04 ^D
Additional Medi/EE	95-2133135	1	68.42 ^D
MEDI/ER	95-2133135	166	6,495.79 ^D
MEDI/EE	95-2133135	166	6,495.79 ^D
SIT:CA/EE	932-0185-3	120	16,568.70 ^D
Total			70,589.74
(D) POD7 UKG Payroll Services Admin Debit			-70,589.74
Your Remaining Tax Liability			0.00

Vendor Liabilities

	EE's	\$ Amount
California Division of Child Support	1	297.23 ^D
Colorado Family Support	1	230.76 ^D
Total		527.99
(D) POD7 UKG Payroll Services Admin Debit		-527.99
Your Remaining Vendor Liability		0.00

Total

Total	405,840.66
POD7 UKG Payroll Services Admin Debit	-405,840.66
Total of Your Responsibility	0.00

Recap

POD7 UKG Payroll S	Date	Bank Account #	\$ Amount
Vendor Payment SPA	07/30/2026	xxxxxxxx8587	527.99
Tax Payment	07/30/2026	xxxxxxxx8587	70,589.74
Empl. Checks SPA	07/30/2026	xxxxxxxx8587	2,718.54
Empl. Dir. Dep. SPA	07/30/2026	xxxxxxxx8587	332,004.39
Total Debits			405,840.66

--More--

Recap - Continued

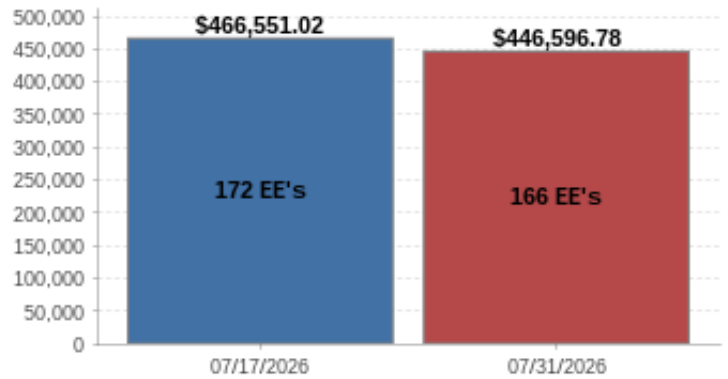
Cash Requirements: xxxxxxxx8587

	\$ Amount
Vendor Payment SPA	527.99
Tax Payment	70,589.74
Empl. Checks SPA	2,718.54
Empl. Dir. Dep. SPA	332,004.39
Total	405,840.66

General Ledger Summary

	Debit/Exp.	Credit/Liab.
Earning	446,896.78	300.00
ER Deduction	53,457.84	
ER Tax (Offset)	6,495.79	
Check		2,718.54
ER Tax		6,495.79
Deduction		47,779.90
ER Deduction (Offset)		53,457.84
Tax		64,093.95
Direct Deposit		332,004.39
	506,850.41	506,850.41

Comparison To Last Pay Period - Gross Wages



BENEFITS & WITHHOLDINGS

City of Los Alamitos

Pay Period 07/12/2026-07/25/2026

Check Date:07/31/2026

	<u>Source</u>	<u>Deduction</u>	<u>Vendor</u>	<u>Total Amount</u>	<u>Total Amount (ER)</u>	<u>Total Fund</u>
Employee	401(a) - E	N/A	\$	-	\$ 2,115.40	\$ 2,115.40
Employee	401(a) - M	N/A	\$	-	\$ 2,692.30	\$ 2,692.30
Employee	AFLAC PostTax	Aflac	\$	179.48	\$ -	\$ 179.48
Employee	AFLAC PreTax	Aflac	\$	135.03	\$ -	\$ 135.03
Employee	CalPers Deferred Comp	Calpers Def Comp	\$	2,756.37	\$ -	\$ 2,756.37
Employee	CalPers Deferred Comp Loan	Calpers Def Comp	\$	158.30	\$ -	\$ 158.30
Employee	CalPers Deferred Comp Roth	Calpers Def Comp	\$	877.48	\$ -	\$ 877.48
Employee / Employer	CalPers MISC EE 8%	Calpers Retirement	\$	5,195.11	\$ 10,435.72	\$ 15,630.83
Employee	CalPers Retirement	Calpers Retirement	\$	481.97	\$ -	\$ 481.97
Employee / Employer	CalPers Retirement MISC EE&ER	Calpers Retirement	\$	9,924.26	\$ 10,154.03	\$ 20,078.29
Employee	CalPers Safety EE	Calpers Retirement	\$	1,456.92	\$ -	\$ 1,456.92
Employee	CalPers Safety EE B4	Calpers Retirement	\$	2,698.33	\$ -	\$ 2,698.33
Employee / Employer	CalPers Safety EE&ER	Calpers Retirement	\$	11,041.24	\$ 11,164.42	\$ 22,205.66
Employer	CalPers Safety ER	Calpers Retirement	\$	-	\$ 12,659.65	\$ 12,659.65
Employee	CalPers Survivors Benefit	Calpers Retirement	\$	70.68	\$ -	\$ 70.68
Employee	Child Support 1	Deducted	\$	527.99	\$ -	\$ 527.99
Employer	Dental Pre-Tax	Delta Dental	\$	-	\$ -	\$ -
Employee	Employee Voluntary Life	Standard	\$	-	\$ -	\$ -
Employee	FSA Medical Expense	Wex Health	\$	1,508.46	\$ -	\$ 1,508.46
Employee	ICMA Deferred Comp EE	Mission Square	\$	2,090.20	\$ -	\$ 2,090.20
Employer	ICMA Deferred Comp ER	Mission Square	\$	-	\$ 958.00	\$ 958.00
Employee	ICMA Loan Repay	Mission Square	\$	464.33	\$ -	\$ 464.33
Employee	ICMA Roth	Mission Square	\$	752.72	\$ -	\$ 752.72
Employee	Long Term Disability	Standard	\$	-	\$ -	\$ -
Employee / Employer	Medical Pre-Tax	CalPERS	\$	250.00	\$ -	\$ 250.00
Employee	Nationwide Retirement FT	Nationwide	\$	2,355.06	\$ -	\$ 2,355.06
Employee / Employer	Nationwide Retirement PT	Nationwide	\$	3,278.20	\$ 3,278.32	\$ 6,556.52
Employee / Employer	Nationwide Retirement PT Add'l	Nationwide	\$	75.00	\$ -	\$ 75.00
Employee	Police Officer Dues	Union Dues	\$	1,502.77	\$ -	\$ 1,502.77
Employee	Teamsters Local 911	Union Dues	\$	-	\$ -	\$ -
Employer	Vision Pre-Tax	VSP	\$	-	\$ -	\$ -
				\$ 47,779.90	\$ 53,457.84	\$ 101,237.74

MINUTES OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS

REGULAR MEETING

July 20, 2026

1. CALL TO ORDER

The City Council met in Regular Session at 5:30 p.m., Monday, July 20, 2026, in the Council Chamber located at 3191 Katella Ave., Los Alamitos, CA 90720, Mayor Doby presiding.

2. ROLL CALL

Present: Council Members: Hasselbrink, Hibard, Loe
Mayor Pro Tem Nefulda, Mayor Doby

Present: Staff: Chet Simmons, City Manager
Michael Claborn, Chief of Police
Craig Covey, Chief Orange County Fire Authority
Michael S. Daudt, City Attorney
Eleanor Granflor, Deputy City Clerk
Craig Koehler, Finance Director
Emeline Noda, Rec. & Comm. Svcs/Intergovt. Affairs Director
Ron Noda, Assistant City Manager/Dev. Services Director
Windmera Quintanar, MMC, City Clerk/Director of Communications

3. CLOSED SESSION

City Attorney Daudt read the items aloud.

A. Conference With Labor Negotiator

City Negotiator: Chet Simmons, City Manager
Employee Organization: Teamsters Local 911
Authority: Government Code Section 54957.6

B. Conference With Labor Negotiator

City Negotiator: Chet Simmons, City Manager
Employee Organization: Police Officers Association
Employees Authority: Government Code Section 54957.6

C. Conference with Labor Negotiator

City Negotiator: Chet Simmons, City Manager
Employee Organization: Executive Management, Non-Represented
Authority: Government Code Section 54957.6

D. Public Employee Performance Evaluation

Title: City Manager

Authority: Government Code Section 54957

E. Conference with Labor Negotiator

City Negotiator: Michael S. Daudt, City Attorney Employee: City Manager

Authority: Government Code Section 54957.6

RECESS

The City Council recessed into Closed Session at 5:32 p.m.

RECONVENE

The City Council reconvened in Regular session at 6:01 p.m.

City Attorney Daudt stated there was no reportable action.

4. PLEDGE OF ALLEGIANCE

Mayor Pro Tem Nefulda led the Pledge of Allegiance.

5. INVOCATION

Council Member Hasselbrink gave the Invocation.

6. PRESENTATIONS

A. Oath of Office for Los Alamitos Police Officer Phan

Captain Gallagher gave the Oath of Office for Officer Phan.

B. Presentation of the 2025 Mothers Against Drunk Driving (MADD) Award and the Orange County Auto Theft Advisory Commission (OC ATAC) Award

Police Chief Claborn presented the following awards:

- Mothers Against Drunk Driving Award – Officer Mason Peacock with 40 DUI arrests in 2025.
- Auto Theft Advisory Commission Award – Officer Evan Flynn who is also Officer of the year.

C. Presentation of Certificate to Belinda Roman, Records Specialist, in Recognition of Being Named the Los Alamitos Employee of the Quarter

Captain South presented Records Specialist Belinda Roman as Los Alamitos' Employee of the Quarter.

Mayor Doby facilitated the listed presentations.

- D. Presentation of a Certificate to Diana Lara, Executive Director of Food Finders, in Recognition of Being Featured in the Mayor's Business Spotlight**
- E. Presentation of a Certificate to Christina Liogys, Space Program Manager of Arrowhead Products**
- F. Presentation of a Proclamation to Craig Covey, Division Chief of Orange County Fire Authority, in Recognition of Drowning Prevention Awareness**
- G. Presentation from Brian Brannon, Orange County Mosquito and Vector Control District, Regarding National Mosquito Week and Mosquito Season (*deferred to future City Council Meeting*)**
- H. Presentation of a Proclamation for America's 250th Anniversary**

7. ORAL COMMUNICATIONS

At this time, any individual in the audience may come forward to speak on any item within the subject matter jurisdiction of the City Council. Remarks are to be limited to not more than five minutes per speaker.

Mayor Doby opened Oral Communications.

Amber Carrillo, U.S. Small Business Administration Office of Disaster Recovery & Resilience, spoke regarding available assistance.

Cindi Powers and Maria Teresa Diaz, St. Isidore Historical Plaza, reported on the upcoming Centennial Gala.

Mayor Doby closed Oral Communications.

8. UPDATES FROM THE MAYOR

At this time, the Mayor may report on items not specifically described on the Agenda that are of interest to the community, provided no action or discussion is taken.

Mayor Doby spoke regarding the following upcoming events, Summer Concert Series, the Mayor's Ball, and the Los Alamitos Business Alliance Program.

Mayor Doby spoke regarding the Los Alamitos Link, which is providing free shuttle service all summer and requested a future update regarding the City's outreach efforts for unhoused individuals and E-bikes.

Mayor Doby announced staff shout-outs to Recreation and Community Services Manager Jennifer Sisoiev, who received the Woman of Distinction Award from Senator Strickland's Office, and thanked Support Services Manager Robert Acosta for his assistance in hosting the Police Department's Community Town Hall Meeting.

9. UPDATES FROM THE CITY STAFF

At this time, City Staff may also report on items not specifically described on the Agenda that are of interest to the community, provided no action or discussion is taken except to provide direction to Staff to place an item on a future agenda.

City Manager Simmons stated there was nothing to report.

10. WARRANTS

A. Warrants (Finance)

The attached Warrant Register contains checks and electronic fund transfers for the period from June 1, 2026 to June 30, 2026.

Motion/Second: Hasselbrink/Nefulda

Unanimously Carried: The City Council ratified the Warrants from June 1, 2026 to June 30, 2026, for \$2,687,451.07.

ROLL CALL

Mayor Doby	Aye
Mayor Pro Tem Nefulda	Aye
Council Member Hasselbrink	Aye
Council Member Hibard	Aye
Council Member Loe	Aye

11. CONSENT CALENDAR

All Consent Calendar items may be acted upon by one motion unless a Council Member requests separate action on a specific item.

Mayor Doby pulled item 11F.

Motion/Second: Hibard/Nefulda

Unanimously Carried: The City Council approved the following Consent Calendar Items:

A. Approval of Minutes (Administration)

Approved the Regular City Council Minutes of June 15, 2026.

B. Resolution No. 2026-25 - Boards, Commissions and Committees Policy Handbook (Administration)

The updated Boards, Commissions, and Committees Handbook will provide an easy-to-understand format for the City's appointed bodies that will complement the Los Alamitos Municipal Code.

The City Council adopted Resolution No. 2026-25, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING THE BOARDS, COMMISSIONS, AND COMMITTEES POLICY HANDBOOK".

C. Professional Services Agreement for Crossing Guard Services with All City Management Services for the 2026-2027 School Year including Summer Semesters (Police)

The City of Los Alamitos has outsourced crossing guard services to All City Management Services (ACMS) since FY 2016-2017. ACMS has successfully and effectively provided crossing guard services since that time. Staff supports continuing this relationship. If approved, the proposed Professional Services Agreement (PSA) would amend the current agreement to provide crossing guard services for the 2026-2027 regular school calendar year from August until June and the summer school semester occurring in June and July.

The City Council approved and authorized the Mayor to execute the Professional Services Agreement (PSA) with ACMS in the amount of \$155,176.00 for transportation services during the 2026–2027 Los Alamitos Unified School District regular school year and the June–July 2027 summer school session. The agreement includes a contingency amount of \$3,043 (2%) to accommodate potential adjustments of service over the course of the regular school year.

D. Award Request for Proposals (RFP) for Banking Services (Finance)

The City's contract for comprehensive banking services has not been reviewed for 18 years. To ensure competitive pricing, advanced fraud prevention, and modern technological integration, the Administrative Services Department issued a Request for Proposals (RFP) for Municipal Banking Services on January 20, 2026. Following a thorough evaluation of the submittals by an internal review committee, BMO Bank was selected as the highest-ranked financial institution based on several metrics, including a high Earnings Credit Rating, lower credit card processing fees, favorable credit on our P-Card structure, and lower bank fees. Staff recommends awarding a 5-year contract (with an option to extend 2 additional years) to BMO Bank to ensure seamless, secure, and cost-effective cash management operations.

The City Council:

1. Approved the Professional Services Agreement with BMO for comprehensive municipal banking services for a five-year term, with the option for two consecutive one-year extensions; and,
2. Authorized the Administrative Services Director to execute the agreement and any necessary transition documentation, subject to City Manager approval.

E. Community Development Block Grant (CDBG) Program Cooperative Agreement: Amendment Seven (Fiscal Years July 1, 2027 – June 30, 2030) (Development Services)

The County of Orange is currently working to renew its qualification as an Urban County, which helps determine the amount of Community Development Block Grant (CDBG) funding it can receive. As part of this process, the County notified all participating cities about the existing Cooperation Agreement and a new Amendment, as required by the Department of Housing and Urban Development (HUD). The City of Los Alamitos must have its City Council approve and execute this Amendment. Once approved, the agreement will automatically renew for the next term, covering July 1, 2027, through June 30, 2030.

The City Council authorized the City Manager to execute Amendment Seven to the Cooperative Agreement between the County of Orange and the City of Los Alamitos for participation in the Urban County Program to continue utilization of CDBG program funds for Fiscal Years July 1, 2024 – June 30, 2027, and the subsequent renewal to cover Fiscal Years July 1, 2027 – June 30, 2030.

G. Approval of Notice of Completion (NOC) for Oak Street Improvement Project (CIP 24/25-03) (Development Services)

Accept the Oak Street Improvement Project as complete.

The City Council:

1. Accepted the Oak Street Improvement Project (CIP #24/25-03) Notice of Completion (NOC); and,
2. Authorized City Clerk to file the NOC with the Orange County Recorder; and,
3. Released the Project retention of \$20,851.68 to Hardy and Harper, Inc., thirty-five (35) days after County Recordation.

End of Consent Calendar

Items Pulled from Consent Calendar

F. Approval of Bus Shelter License and Maintenance Agreement with Clear Channel Outdoor, LLC (Development Services)

This item seeks approval of an agreement with Clear Channel Outdoor, LLC to authorize refurbishment improvements to existing bus shelters (including repainting and installation of approved City logos) and continue bus shelter maintenance and advertising services for a term of ten (10) years.

City Council and Staff discussed there is no cost for the maintenance of the bus shelters, the maintenance of trash cans and increased maintenance during summer months, and Public Works staff assisting in the emptying of trash cans when needed.

Motion/Second: Doby/Nefulda

Unanimously Carried: The City Council authorized the Mayor to execute the Bus Shelter Maintenance and Advertising Services Agreement with Clear Channel Outdoor, LLC for continued bus shelter maintenance and advertising services, including refurbishment improvements and installation of City logos, with no fiscal impact and a term expiring on June 30, 2036.

12. PUBLIC HEARING

A. Resolution No. 2026-26 – Update to Cost Recovery (Master Fee) Schedule (Finance)

The recommendation is to include Animal Services as part of our Cost Recovery (Master Fee) Schedule, which has never been included before.

City Manager Simmons introduced the item. Finance Director Koehler summarized the staff report.

City Council and Staff discussed animal services fees.

Mayor Doby opened the Public Hearing for public comment and remote participation. There being no requests to speak, Mayor Doby closed the Public Hearing for public comment.

Motion/Second: Hibard/Nefulda

Unanimously Carried: The City Council:

1. Reviewed the Fiscal Year 2026-27 Cost Recovery (Master Fee) Schedule Update with Animal Control Services, and;
2. Opened the Public Hearing: and,

3. Adopted Resolution No. 2026-26, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, AMENDING THE COST RECOVERY (MASTER FEE) SCHEDULE BY INCLUDING ANIMAL CONTROL SERVICES".

B. Resolution No. 2026-24 – Annual Adjustment to the Public Works Bidding Threshold (Development Services)

Charter Section 1206 outlines the City's requirements for public works contracting, including competitive bidding for projects above a defined threshold. The Charter permits annual adjustment of the bidding threshold based on the California Construction Cost Index (CCCI). For 2026, the City Engineer calculated a 1.97% increase in the CCCI from June 1, 2025 to June 1, 2026, resulting in an updated bidding threshold of \$127,462. Upon City Council confirmation, this amount will become the official threshold for public works contracts.

City Manager Simmons introduced the item. Assistant City Manager Noda summarized the staff report.

Mayor Doby opened the Public Hearing for public comment and remote participation. There being no requests to speak, Mayor Doby closed the Public Hearing for public comment.

Motion/Second: Hasselbrink/Hibard

Unanimously Carried: The City Council:

1. Opened the Public Hearing for public testimony; and,
2. Adopted Resolution No. 2026-24, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING THE ANNUAL ADJUSTMENT TO THE PUBLIC WORKS BIDDING THRESHOLD BASED ON THE CALIFORNIA CONSTRUCTION COST INDEX CHANGE FROM JUNE 1, 2025, TO JUNE 1, 2026".

13. COUNCIL ANNOUNCEMENTS

At this time, Council Members may also report on items not specifically described on the Agenda that are of interest to the community, provided no action or discussion is taken except to provide Staff direction to report back or to place the item on a future Agenda.

Council Member Hibard reported her attendance at the annual Suburbia 4th of July Parade, Concert in the Park at Orville Lewis Jr. Park, and shared her visit to Philadelphia, Pennsylvania trip to commemorate America's 250th Anniversary.

Council Member Loe reported his attendance at a tour with a life science company with Tri Ta and Michelle Schuetz, the 3rd of July Spectacular, and the Concert in the Park at Little Cottonwood.

Council Member Hasselbrink spoke regarding the sale of fireworks through the Los Alamitos Foundation and reported attendance at the 3rd of July Spectacular, Airport Land Use Commission (ALUC) Board Meeting, and Cal Cities Board Meeting.

Mayor Pro Tem Nefulda reported his attendance at the annual Suburbia 4th of July Parade, Orange County Sanitation District Board meeting, and Concert in the Park.

Mayor Doby reported her attendance at the Association of California Cities – Orange County (ACC-OC) Executive Board Meeting, the presentation of check from Congressman Tran’s office to support the City’s drone program, Summer Concert Series on Pine Street, Orange County Mosquito and Vector Control District (OCMVCD) Board Meeting, ACC-OC 2026 Annual Leadership Summit and Golden Hub of Innovation Awards, Orange County Council of Governments (OCCOG) Board Meeting, Los Alamitos Police Department’s Community Town Hall Meeting, 3rd of July Spectacular, annual Suburbia 4th of July Parade, presentation to Orange County Fire Authority (OCFA) for receiving Presidential Recognition for the Garden Grove GKN Aerospace Hazmat incident, Orange County Sheriff’s Academy Cadet Graduation, a tour with the Orange County Transportation Authority (OCTA) of the 91 Freeway express lanes, ACC-OC Board of Directors Meeting, and a tour with Senator Strickland featuring the Los Alamitos Link and local businesses.

14. ADJOURNMENT

The City Council adjourned at 7:20 p.m.

Tanya Doby, Mayor

Attest:

Windmera Quintanar, MMC, City Clerk

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: August 17, 2026

ITEM NUMBER: 10B

To: Mayor Tanya Doby & Members of the City Council

Presented By: Craig Koehler, Director of Finance

Subject: Treasurer's Quarterly Investment Report – June 2026

SUMMARY

The item for City Council consideration is receiving the Treasurer's Quarterly Investment Report.

RECOMMENDATION

Receive and file the Treasurer's Quarterly Investment Report – June 2026.

BACKGROUND

Sound investment practices are essential to the City's fiscal management. The City Treasurer is responsible for managing the City's investment portfolio, focusing first on investment safety, then on liquidity, and finally on an appropriate rate of return. The investment report and portfolio composition are attached.

DISCUSSION

This report summarizes the City's investment activities, portfolio listing, and balances for the quarter ending on June 30, 2026.

FISCAL IMPACT

Interest earnings for the quarter ending June 30, 2026, were \$243,067.

- Attachment:
1. City of Los Alamitos - Quarterly Investment Report June 30, 2026
 2. City of Los Alamitos - Pooled Investment Report Holdings June 30, 2026



CITY OF LOS ALAMITOS
Pooled Investment Portfolio Holdings
June 30, 2026

DESCRIPTION OF SECURITY	CUSIP REF	COUPON RATE	MATURITY DATE	INVESTMENT RATING	PURCH DATE	PAR	AMORTIZED COST	YIELD ON MATURITY	MARKET VALUE 2
<u>MONEY MARKET ACCOUNTS</u>									
US BANK		Varies	Varies	Coll. ¹	Varies	1,867,323.56	1,867,323.56	0.75%	1,867,323.56
SUBTOTAL MONEY MARKET ACCOUNTS		Varies	Varies			1,867,323.56	1,867,323.56	0.75%	1,867,323.56
LOCAL AGENCY INVESTMENT FUND (LAIF)		Varies	Varies		Varies	2,326,653.15	2,326,653.15	99.89%	2,324,029.57
CALIFORNIA ASSET MANAGEMENT POOL (CAMP)		Varies	Varies		Varies	14,494.30	14,494.30	3.92%	14,494.30
PARS TRUST		Varies	Varies		Varies	1,500,000.00	1,500,000.00	7.20%	1,724,602.67
ICS TRUST		Varies	Varies		Varies	1,023,673.43	1,023,673.43	3.00%	1,023,673.43
FIRST AMERICAN GOVT OBLIGATION		Varies	Varies		Varies	518,042.81	518,042.81	3.54%	518,042.81
<u>CERTIFICATES OF DEPOSIT</u>									
Ally Bank	02007GXG3	3.45%	08/04/26	FDIC	08/04/22	245,000.00	245,000.00	3.45%	244,840.75
Bank of Hapoalim New York	06251A3MO	1.50%	01/22/27	FDIC	01/22/22	250,000.00	250,000.00	1.50%	246,802.50
Capital One Bank	14042TEU7	2.25%	03/23/27	FDIC	03/16/22	247,000.00	247,000.00	2.25%	243,776.65
Capital One NA	14042RTH4	3.50%	08/03/26	FDIC	08/03/22	245,000.00	245,000.00	3.50%	244,855.45
Discover Bank	254673P34	3.50%	08/10/26	FDIC	08/10/22	245,000.00	245,000.00	3.50%	244,855.45
Sallie Mae Bank Salt Lake UT	795451AF0	1.00%	07/28/26	FDIC	07/28/21	248,000.00	248,000.00	1.00%	247,419.68
State Bank of India New York NY	856285C33	1.45%	01/22/27	FDIC	01/22/22	250,000.00	250,000.00	1.45%	246,632.50
Goldman Sachs Bank USA	38151PBC4	3.65%	10/23/28	FDIC	10/21/25	245,000.00	245,000.00	3.65%	241,790.50
SUBTOTAL CERTIFICATES OF DEPOSIT						1,975,000.00	1,975,000.00		1,960,973.48
<u>TREASURY OBLIGATIONS</u>									
U. S Treasury Note	91282CLS8	4.13%	10/31/26	AAA	10/31/24	245,000.00	246,422.15	4.13%	245,137.20
U. S Treasury Note	91282CMG3	4.25%	01/31/30	AAA	01/31/25	250,000.00	248,670.50	4.25%	250,547.50
SUBTOTAL TREASURY OBLIGATIONS TOTAL						495,000.00	495,092.65		495,684.70
<u>U.S. GOVERNMENT AGENCY SECURITIES</u>									
Federal Farm Credit Banks	3133ENBK5	1.14%	10/20/26	Aa1	12/15/21	250,000.00	248,987.50	1.14%	247,925.00
Federal Home Loan Bank	3130APFU4	1.05%	10/28/26	Aa1	10/28/21	250,000.00	249,153.11	1.05%	247,720.00
FHLB STEP-UP	3130APTZ8	2.00%	11/24/26	Aa1	11/21/21	500,000.00	500,000.00	2.00%	499,440.00
Federal Home Loan Banks	3130AQJG9	1.65%	01/28/27	Aa1	01/22/22	1,000,000.00	1,000,000.00	1.65%	986,050.00
Federal Home Loan Banks	3130AQWJ8	2.05%	03/22/27	Aa1	03/03/22	1,000,000.00	1,001,990.00	2.05%	986,930.00
Federal Home Loan Banks	3130ARKD2	3.25%	04/21/27	Aa1	05/02/22	500,000.00	500,000.00	3.25%	497,235.00



CITY OF LOS ALAMITOS
Pooled Investment Portfolio Holdings
June 30, 2026

DESCRIPTION OF SECURITY	CUSIP REF	COUPON RATE	MATURITY DATE	INVESTMENT RATING	PURCH DATE	PAR	AMORTIZED COST	YIELD ON MATURITY	MARKET VALUE 2
Federal Home Loan Banks	3130B2ZM0	4.05%	10/02/29	Aa1	11/01/24	250,000.00	250,000.00	4.05%	247,770.00
SUBTOTAL U.S. GOVERNMENT AGENCY SECURITIES						3,750,000.00	3,750,130.61		3,713,070.00
COMMERCIAL PAPER									
Jackson National Life Ins	46850CGD3	3.75%	7/13/2026	A-1	12/10/25	250,000.00	244,698.21	3.75%	249,690.00
Credit Agricole	22533UHT3	3.66%	8/27/2026	A-1	01/28/26	250,000.00	244,749.71	3.66%	248,505.00
SUBTOTAL COMMERCIAL PAPER						500,000.00	489,447.92		498,195.00
MUNICIPAL SECURITIES									
San Diego CA Cmnty Coll GO	797272RN3	4.050%	8/1/2026	Aaa	04/14/23	270,000.00	248,486.40	4.05%	269,411.40
California State GO Unlimited Taxable	13063DRD2	4.420%	10/01/26	Aa2	01/03/23	500,000.00	465,295.00	4.42%	497,835.00
California St GO Txb1 Various	13063DC48	4.200%	02/01/28	Aa2	06/01/23	400,000.00	358,032.00	4.20%	384,356.00
Chaffey CA Community College Dist	157432LP8	4.250%	06/01/28	Aa1	01/26/24	255,000.00	229,160.85	4.25%	243,122.10
Citris CA CCD	17741RGF9	4.650%	08/01/28	Aa1	08/30/23	280,000.00	241,046.40	4.65%	264,300.40
Liberty CA Union High Sch Dist	530319SN3	4.050%	08/01/27	Aa2	05/26/23	300,000.00	268,179.00	4.05%	290,823.00
Placentia-Yorba Linda CA GO Taxable Ref Ser B	725894MX4	4.300%	8/1/2027	Aa2	12/19/22	250,000.00	219,412.50	4.30%	242,827.50
San Joaquin CA Delta Community N/C	798063GY3	4.530%	08/01/29	Aa2	01/07/25	300,000.00	269,892.20	4.53%	278,874.00
Santa Monica-Malibu Unified Sch Dist	802498ZC2	4.120%	08/01/28	Aa1	01/10/24	350,000.00	307,874.00	4.12%	328,671.00
Santa Rosa CA HSD GO	802615K37	4.900%	08/01/28	Aa1	04/25/24	250,000.00	219,367.50	4.90%	236,840.00
University Calif Rev Series Taxable Gen Bonds	91412HJQ7	3.580%	05/15/29	Aa1	09/27/24	305,000.00	280,473.20	3.58%	283,366.35
Mission Viejo CA Community Dev Bonds	60519NDD6	4.360%	05/01/30	AA+	05/22/25	285,000.00	259,059.32	4.36%	261,923.55
Blackrock	09247XAQ4	3.900%	04/30/30	AA+	08/29/25	250,000.00	234,125.55	3.90%	231,450.00
SUBTOTAL MUNICIPAL SECURITIES						3,995,000.00	3,600,403.92		3,813,800.30
CORPORATE SECURITIES									
Morgan Stanley Finance LLC	61766YMT5	5.1500%	01/20/28	A-1	01/20/23	250,000.00	250,000.00	5.15%	250,015.00
Chevron USA	166756BJ14	4.3000%	10/15/30	Aa2	10/25/25	250,000.00	255,488.32	4.30%	248,547.50
Google Inc (Alphabet Inc)	02079KAW7	4.1000%	11/15/30	Aa2	11/06/25	250,000.00	252,724.25	4.10%	246,320.00
Amazon	023135DD5	4.3000%	03/13/31	A-1	03/26/26	250,000.00	249,996.27	4.30%	246,165.00
Exxon Mobile Corp	30231GNB1	3.9000%	10/15/30	Aa2	01/13/26	250,000.00	236,116.42	3.90%	231,852.50
Meta (Facebook)	30303MAB8	4.0500%	11/15/30	AA3	01/28/26	250,000.00	251,583.85	4.05%	246,077.50
Banner Health Corp Bond	06654DAD9	4.2000%	01/01/31	AA-	04/28/26	350,000.00	316,099.09	4.20%	311,503.50
SUBTOTAL CORPORATE SECURITIES						1,850,000.00	1,812,008.20		1,780,481.00
FISCAL AGENT						206.40	206.40		206.40
MISCELLANEOUS CASH						3,500.00	3,500.00		3,500.00
TOTAL CUSTODY HOLDINGS						14,106,716.24	13,663,799.54		13,803,920.72



**CITY OF LOS ALAMITOS
Pooled Investment Portfolio Holdings
June 30, 2026**

DESCRIPTION OF SECURITY	CUSIP REF	COUPON RATE	MATURITY DATE	INVESTMENT RATING	PURCH DATE	PAR	AMORTIZED COST	YIELD ON MATURITY	MARKET VALUE 2
TOTAL POOLED CASH & INVESTMENTS						19,818,893.65	19,375,976.95		19,738,077.22

1 Collateralized in accordance with Section 53652 of the CA state code.

2 Market value represents the investment's value at a given point in time and may differ from the acquisition price; the full principal will be recouped at maturity.

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: August 17, 2026

ITEM NUMBER: 10C

To: Mayor Tanya Doby & Members of the City Council

**Presented By: Michael Claborn, Chief
Luke South, Captain
Matthew Lightner, Management Analyst**

Subject: Annual Military Equipment Report 2025

SUMMARY

Assembly Bill 481 requires any law enforcement agency that maintains, acquires, and/or uses “military equipment,” as defined by statute, to obtain the approval, by ordinance, of the agency’s governing body. Further, the legislation requires law enforcement agencies to prepare an annual report regarding the agency’s military equipment use and to hold a well-publicized and conveniently located community engagement meeting to allow the public an opportunity to ask questions regarding the policy and annual report. The attached report meets the requirements of AB 481 and precedes the Los Alamitos Police Department’s request that the City Council renew the Department’s Military Equipment Policy, which will be presented at a future meeting.

RECOMMENDATION

1. Receive and file the Los Alamitos Police Department’s 2025 Annual Military Equipment Use Report; and,
2. Direct the Police Department to post the 2025 Annual Military Equipment Use Report and the Department’s proposed Military Equipment Policy on the City’s website; and,
3. Direct the Police Department to hold a conveniently located and well-publicized community engagement meeting, giving the public the opportunity to ask questions about and discuss the Annual Report and policy; and,
4. Direct Staff to set the matter for a Public Hearing regarding a resolution to renew Los Alamitos Police Department Policy 707 (Military Equipment), which is at least 30 days from today’s date.

BACKGROUND

On September 30, 2021, Assembly Bill 481 required the governing bodies of law enforcement agencies to adopt a military equipment use policy, by ordinance, no later than May 1, 2022. The City complied with AB 481 and adopted Ordinance No. 2022-04 approving Policy 709[1] – Military Equipment on August 15, 2022. The City Council has since renewed the Police Department’s Military Equipment Policy.

AB 481 also requires law enforcement agencies to submit to the City Council an annual military equipment report on the use of the equipment, any complaint(s) or concern(s) regarding the use of the equipment, results of any internal audits on the use of the equipment, the annual costs for the equipment, the quantity possessed by the agency, and the intention to purchase additional equipment in the following year. In addition, within 30 days of submitting and publicly releasing the report, a well-publicized and conveniently located community engagement meeting must be held to allow for public comments. Finally, AB 481 provides that the City Council must review its military equipment policy approval ordinance at least annually and must vote on whether to renew the ordinance, revise the ordinance, or repeal the ordinance.

DISCUSSION

Items deemed to be “military equipment” by AB 481 are used as a component of overall best practices for law enforcement agencies throughout the country. These tools have been tested in the field and are used by law enforcement agencies to enhance safety for both citizens and officers.

The term “military equipment,” as used in AB 481, does not necessarily refer to equipment that has been used by the military. Pursuant to AB 481, items deemed to be “military equipment” include, but are not limited to, armored vehicles, command and control vehicles, pepper balls, less lethal shotguns, less lethal 40mm projectile launchers, and flashbangs. These items are regularly used by law enforcement agencies throughout the country to provide peace officers with the ability to safely resolve volatile situations which might otherwise lead to the need for use of lethal force. Loss of these items would jeopardize the welfare of the City’s residents and officers alike.

Pursuant to Government Code section 7072, the Department has prepared an annual report which reflects the following for the preceding calendar year:

1. A summary of how military equipment was used and the purpose of its use;
2. A summary of any complaints or concerns received concerning the military equipment;
3. The results of any internal audits, and any information about violations of the military equipment use policy and actions taken in response;
4. The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, as well as the source of funding for those costs for such equipment in the calendar year following the annual report;
5. The quantity possessed for each type of military equipment; and
6. If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

To maintain transparency and meet the reporting requirements of AB 481, the Los Alamitos Police Department has created the attached “MILITARY EQUIPMENT ANNUAL REPORT” for the year 2025. This report details the reporting and findings of the requirements outlined in Government Code 7072(a). This report has been posted on the Department’s website along with the Department’s Military Equipment Policy. In addition, the Department will publicize and conduct a conveniently located community engagement meeting regarding the Department’s

use of “military equipment” at a date, time, and place to be published as appropriate.

At a future City Council meeting, the Police Department will seek Council’s approval to renew Los Alamitos Police Department Policy 707 (Military Equipment).

FISCAL IMPACT

There is no fiscal impact associated with the City Council receiving the Los Alamitos Police Department Military Equipment Annual Report. There may be minimal costs associated with posting the report on the Department’s website and publicizing and holding a community engagement meeting. Costs associated with any military equipment held by the Department will be addressed with the Department’s request to renew its Military Equipment Policy.

Attachment: 1. Los Alamitos Military Equipment Annual Report 2025

LOS ALAMITOS POLICE DEPARTMENT



MILITARY EQUIPMENT ANNUAL REPORT

2025

Assembly Bill 481

<https://cityoflosalamitos.org>

(562) 431-2255

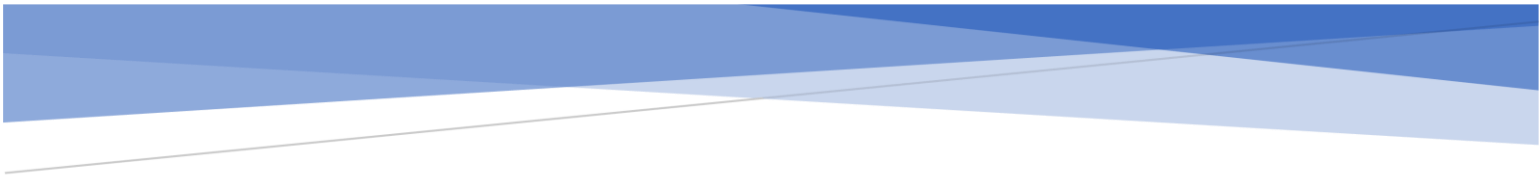
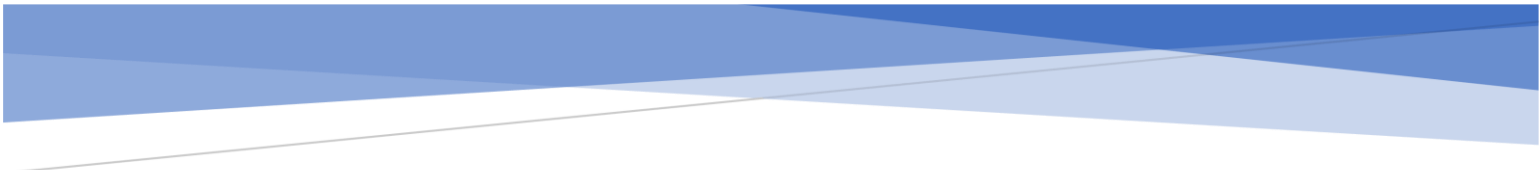


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HISTORY

On September 30, 2021, Assembly Bill 481 (“AB 481”) required law enforcement agencies to adopt a military equipment use policy by ordinance, in which the Legislature found and declared the following:

- (a) The acquisition of military equipment and its deployment in our communities adversely impacts the public’s safety and welfare, including increased risk of civilian deaths, significant risks to civil rights, civil liberties, and physical and psychological well-being, and incurment of significant financial costs. Military equipment is more frequently deployed in low-income Black and Brown communities, meaning the risks and impacts of police militarization are experienced most acutely in marginalized communities.
- (b) The public has a right to know about any funding, acquisition, or use of military equipment by state or local government officials, as well as a right to participate in any government agency’s decision to fund, acquire, or use such equipment.
- (c) Decisions regarding whether and how military equipment is funded, acquired, or used should give strong consideration to the public’s welfare, safety, civil rights, and civil liberties, and should be based on meaningful public input.
- (d) Legally enforceable safeguards, including transparency, oversight, and accountability measures, must be in place to protect the public’s welfare, safety, civil rights, and civil liberties before military equipment is funded, acquired, or used.
- (e) The lack of a public forum to discuss the acquisition of military equipment jeopardizes the relationship police have with the community, which can be undermined when law enforcement is seen as an occupying force rather than a public safety service.

To address these concerns, AB 481 requires every law enforcement agency to do the following:

- 1. Create a military use policy.
- 2. Obtain approval of that policy by each agency’s applicable governing body.
- 3. Publish that policy 30 days prior to the above required approval hearing.
- 4. Create an Annual Report of each agency’s military equipment use.
- 5. Hold a community engagement meeting within 30 days of submitting/publicly releasing the above Annual Report.

The Los Alamitos Police Department has fulfilled the above requirements by creating Policy 707 - *Military Equipment*, publishing this policy on the city website no less than 30 days prior to an approval hearing, holding a well-publicized community engagement meeting, and obtaining approval from the City Council.

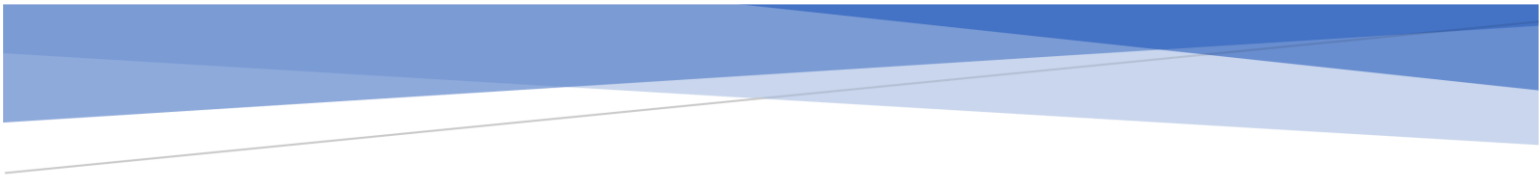
OVERVIEW

Per Government Code 7072(a), the Annual Report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

- (1) A summary of how the military equipment was used and the purpose of its use.
- (2) A summary of any complaints or concerns received concerning the military equipment.
- (3) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
- (4) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the Annual Military Equipment Report.
- (5) The quantity possessed for each type of military equipment.
- (6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

The Los Alamitos Police Department has identified the following assets available to our officers defined as military equipment:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include items to remove a lock, such as bolt cutters or a handheld ram designed to be operated by one person.
- Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Penal Codes § 30510 and § 30515, with the exception of standard-issue service weapons and ammunition of less than .50 caliber.
- "Flashbang" grenades and explosive breaching tools.
- Munitions containing tear gas or OC, and pepperballs, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- 40mm projectile launchers, "bean bag," rubber bullet and specialty impact munition (SIM) weapons.



MILITARY EQUIPMENT USAGE SUMMARY

The Los Alamitos Police Department did not deploy or use any listed Military Equipment. The following consumables (munitions or chemical agents) were used for training during this reporting period:

Winchester .223 Remington 55gr Rifle Round: 11,500

The Los Alamitos Police Department participates on the West County Special Weapons and Tactics Team (SWAT), which includes the cities of Los Alamitos, Cypress, Seal Beach, Fountain Valley, and Westminster. The public may refer to these agencies' military equipment annual reports for military equipment deployments in these cities.

SUMMARY OF COMPLAINTS REGARDING MILITARY EQUIPMENT

There were no complaints regarding military equipment usage in 2025.

SUMMARY AND RESPONSES TO MILITARY EQUIPMENT POLICY VIOLATIONS

There were no policy violations regarding military equipment usage in 2025.

RECENT ACQUISITION OF ADDITIONAL MILITARY EQUIPMENT

The Los Alamitos Police Department recently took possession of one (1) Armored Tactical Rescue & Response Vehicle in 2025. Our governing body approved the acquisition of the vehicle, and the purchase was primarily offset by grant funding. Although the purchase took place in the 2024 calendar year, the vehicle was delivered in 2025.

FISCAL IMPACT

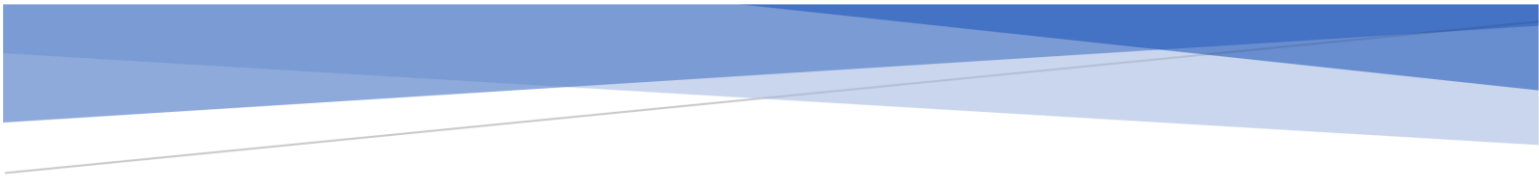
The fiscal impact of military equipment used and/or purchased for this reporting period is as follows:

1. Consumables: \$2,553.68

MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department deemed to be military and militaristic as defined by this policy:

Equipment	Quantity
LENCO BEARCAT G3 (ARMORED VEHICLE)	1
REMINGTON 870 LESS LETHAL SHOTGUN	10
DRAG STABILIZED 12-GAUGE BEANBAG ROUND	95
COLT AR-15 223 16"	10
AERO PRECISION AR-15, 223 11.5"	25
WINCHESTER.223 REMINGTON 55GR RIFLE ROUND	4,000
WINCHESTER.223 REMINGTON 55GR FRANGIBLE RIFLE ROUND	180
WINCHESTER 5.56 MM 55GR FULL METAL JACKET RIFLE ROUND	1,000
FUSION RIFLE.223 REMINGTON 62 GRAIN RIFLE ROUND	560
HORNADY 308 WIN 168GR ELD MATCH RIFLE ROUND	640



GOVERNMENT CODE 7072

7072. (a) A law enforcement agency that receives approval for a military equipment use policy pursuant to Section 7071 shall submit to the governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter for as long as the military equipment is available for use. The law enforcement agency shall also make each annual military equipment report required by this section publicly available on its internet website for as long as the military equipment is available for use. The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

- (1) A summary of how the military equipment was used and the purpose of its use.
- (2) A summary of any complaints or concerns received concerning the military equipment.
- (3) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
- (4) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
- (5) The quantity possessed for each type of military equipment.
- (6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

(b) Within 30 days of submitting and publicly releasing an annual military equipment report pursuant to this section, the law enforcement agency shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the law enforcement agency's funding, acquisition, or use of military equipment.

LOS ALAMITOS PD POLICY 707 (MILITARY EQUIPMENT)

(Policy on Next Page)

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: August 17, 2026

ITEM NUMBER: 10D

To: Mayor Tanya Doby & Members of the City Council

**Presented By: Michael Claborn, Chief
Luke South, Captain
Matthew Lightner, Management Analyst**

Subject: Amendment No. 4 - Verra Mobility (formerly Redflex Traffic Systems, Inc.)

SUMMARY

This item seeks approval of Amendment No. 4 to extend the Traffic Camera Safety Improvement Program Agreement with Verra Mobility (Verra), formerly Redflex Traffic Systems, Inc., for an additional one-year term.

RECOMMENDATION

Authorize the Mayor to execute Amendment No. 4 to the Traffic Camera Safety Improvement Program Agreement with Verra Mobility to extend the agreement until August 2027.

BACKGROUND

The City implemented the red light camera program in 2005 as a public safety measure in response to the community's safety concerns for the Los Alamitos Boulevard and Katella Avenue intersection. Since traditional enforcement efforts were difficult and unsafe given the high volume of vehicles using the intersection, photo enforcement provided a mechanism to increase awareness and provide safe enforcement 24 hours a day, 7 days per week.

For twenty-one years, the City has contracted with Verra Mobility (formerly Redflex Traffic Systems, Inc.) to provide red light photo enforcement services and equipment at two intersections:

1. Los Alamitos Boulevard & Katella Avenue
2. Bloomfield Street & Katella Avenue

The intersection of Los Alamitos Boulevard and Katella Avenue is consistently ranked amongst the busiest intersections in Orange County, with hundreds of thousands of vehicles traversing this major arterial roadway each year. While traffic volume and related congestion have increased, the City has not experienced an increase in collisions at the two red light photo enforcement locations since the implementation of the photo enforcement program. The City's photo enforcement program has helped create a safer driving experience for residents and visitors in the Los Alamitos community, and has served as a force multiplier, allowing our police officers to focus their efforts elsewhere. The intersection of Bloomfield Street and Katella Avenue continues to be heavily utilized as a school route for families attending Los Alamitos Elementary, McAuliffe Middle School, and Los Alamitos High School where, in addition to the

two (2) crossing guards who cross the students and their parents, the red light camera helps to enforce turning violations, thus keeping our children safe. The positive impact of red light cameras on the safety of our children continues to be strongly supported by the Los Alamitos Unified School District Superintendent and Board of Directors.

DISCUSSION

Typical red light traffic collisions, commonly referred to as “Broadside” collisions, are considered the most dangerous type of crash resulting from a traffic violation. Common contributing factors to red light violations include traffic volume, cycle lengths, speed, proximity to other vehicles, and the presence of heavy vehicles. Driver frustration, which is common in heavily congested areas, is generally recognized as a cause of red light running.

The City's agreement with Verra will expire on August 24, 2026, unless mutually extended. Traffic collisions at intersections monitored by red light enforcement cameras have remained low, even as traffic at these intersections has increased significantly since the program's inception. The increased traffic adds more congestion to our roadways. Staff is requesting approval of this fourth amendment, which extends the agreement for an additional year on the same terms and conditions.

The cost of Verra Mobility's services at the two intersections is \$31,061.57 per month, which amounts to \$372,738.84 annually. To provide a contingency for minor cost adjustments or unforeseen expenses, a 1 percent contingency of \$3,727.39 is included, bringing the total to \$376,466.23. The proposed amendment does not otherwise increase the monthly service rate and continues the City's existing service arrangement for the two intersections.

FISCAL IMPACT

The proposed agreement amount of \$372,738.84 for Fiscal Year 2026-2027 is based on the monthly Verra Mobility service cost of \$31,061.57 for the two monitored intersections. A 1 percent contingency of \$3,727.39 results in a total potential expenditure of \$376,466.23 for Fiscal Year 2026-2027. Funds for the Verra Mobility agreement have been allocated in the Police Department's Fiscal Year 2026-2027 budget, Account No. 10-528-5260. There would be no increase to the monthly service cost associated with the proposed one-year extension.

- Attachment:
1. Amendment No. 4 (2026) - Verra Mobility (formerly Redflex)
 2. Amendment No. 3 (2021) - Redflex Traffic Systems, Inc.
 3. Amendment No. 2 (2017) - Redflex Traffic Systems, Inc.
 4. Amendment No. 1 (2015) - Redflex Traffic Systems, Inc.
 5. Agreement (2010) - Redflex Traffic Systems, Inc.

**FOURTH AMENDMENT TO THE EXCLUSIVE AGREEMENT
BETWEEN THE CITY OF LOS ALAMITOS AND
VERRA MOBILITY, INC. (FORMERLY REDFLEX TRAFFIC SYSTEMS, INC.) FOR
TRAFFIC CAMERA SAFETY IMPROVEMENT PROGRAM**

This Fourth Amendment (“Fourth Amendment”) to the Exclusive Agreement between the City of Los Alamitos and Verra Mobility, Inc. (formerly Redflex Traffic Systems, Inc.) for the Traffic Camera Safety Improvement Program is made by and between the City of Los Alamitos, California (the “Customer” or the “City”), and Verra Mobility, Inc. (“Verra”) (individually referred to as a “Party” and together referred to as the “Parties”). The Effective Date of this Fourth Amendment is August 25, 2026.

RECITALS

- A. On or about September 1, 2010, Redflex (predecessor in interest to Verra) and the City entered into the Exclusive Agreement between the City of Los Alamitos and Redflex Traffic Systems, Inc. for Traffic Camera Safety Improvement Program (the “Agreement”);
- B. The Agreement was subsequently amended by letter agreement on August 3, 2015 (“Letter Agreement”), on July 31, 2017 (the “First Amendment”), on July 31, 2017 (the “Second Amendment”), and on August 25, 2021 (the “Third Amendment”);
- C. The Agreement is set to expire on August 24, 2026; and
- D. The Parties now desire to extend the term of the Agreement as set forth below.

NOW THEREFORE, the Parties agree as follows:

TERMS AND CONDITIONS

- A. **Term of Agreement.** The Parties agree to extend the term, in Section 2 of the Agreement, for an additional one (1) year period commencing on August 25, 2026 and ending on August 24, 2027.
- B. **Notices.** Section 9 of the Agreement is amended to update the notice address for Verra as follows:

Verra Mobility, Inc.

Attn: _____

Facsimile: (____) ____ - _____

Email: _____@_____

- C. **Enforceability of Non-Amended Terms and Conditions.** Except as expressly amended in this Fourth Amendment, the terms and conditions of the Agreement shall remain in full force and effect. To the extent that this Fourth Amendment conflicts with the terms of the Agreement, this Fourth Amendment shall control. Any capitalized terms not defined in this Fourth Amendment shall have the meanings ascribed to them in the Agreement.

[Signatures on Next Page]

CITY OF LOS ALAMITOS, CALIFORNIA

VERRA MOBILITY, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Attest:

Windmera Quintanar, MMC
City Clerk

Approved as to Form:

Michael S. Daudt
City Attorney

DRAFT

**THIRD AMENDMENT TO THE EXCLUSIVE AGREEMENT
BETWEEN THE CITY OF LOS ALAMITOS AND
REDFLEX TRAFFIC SYSTEMS INC. FOR TRAFFIC CAMERA SAFETY IMPROVEMENT
PROGRAM**

This Third Amendment (the “Third Amendment”) to the Exclusive Agreement between the City of Los Alamitos and Redflex Traffic Systems, Inc. for the Traffic Camera Safety Improvement Program is made by and between the City of Los Alamitos, California (the “Customer” or the “City”), and Redflex Traffic Systems, Inc. (“Redflex”) (individually referred to as a “Party” and together referred to as the “Parties”). The Effective Date of this Fourth Amendment is August 16th, 2021.

RECITALS

- A. On or about September 1, 2010, Redflex and the City entered into the Exclusive Agreement between the City of Los Alamitos and Redflex Traffic Systems, Inc. for Traffic Camera Safety Improvement Program (the “Original Agreement”);
- B. By letter dated August 3, 2015, the Parties agreed to extend the Original Agreement on a month-to-month basis until the Parties terminated the Original Agreement or entered into an extension of the Original Agreement (the “Letter”);
- C. On or about August 24, 2015, the City approved the First Amendment to the Original Agreement (the “First Amendment”), on July 31, 2017 the City approved the Second Amendment to the Original Agreement (the “Second Amendment”). The First Amendment, the Letter and the Second Amendment together with the Original Agreement, are collectively referred to herein as the “Agreement”;
- D. The Agreement is set to expire on August 24, 2021; and
- E. The Parties now desire to extend the term of the Agreement as set forth below.

NOW THEREFORE, the Parties agree as follows:

TERMS AND CONDITIONS

- A. **Term of Agreement.** The Parties agree to extend the term, in Section 2 of the Agreement, for an additional five (5) year period commencing on August 25, 2021 and ending on August 24, 2026.
- B. **Enforceability of Non-Amended Terms and Conditions.** Except as expressly amended in this Third Amendment, the terms and conditions of the Agreement shall remain in full force and effect. To the extent that this Third Amendment conflicts with the terms of the Agreement, this Third Amendment shall control. Any capitalized terms not defined in this Third Amendment shall have the meanings ascribed to them in the Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

CITY OF LOS ALAMITOS, CALIFORNIA

DocuSigned by:
Mark Chirco
By: _____
Name: Mark A Chirco 8/25/2021
Title: Mayor

Attest:

DocuSigned by:
Windmera Quintanar
By: _____
Name: Windmera Quintanar, MMC 8/25/2021
City Clerk

Approved as to Form:

DocuSigned by:
Michael S. Daudt
By: _____
Name: Michael S. Daudt 8/25/2021
City Attorney

REDFLEX TRAFFIC SYSTEMS, INC.

DocuSigned by:
Mark Talbot
By: _____
Name: Mark Talbot 8/25/2021
Title: Executive Vice President of Government Solutions

DocuSigned by:
Kristen A. Young, Deputy General Counsel
By: _____
Name: Kristen A. Young 8/24/2021
Title: Deputy General Counsel

SECOND AMENDMENT TO THE EXCLUSIVE AGREEMENT BETWEEN THE CITY OF LOS ALAMITOS AND REDFLEX TRAFFIC SYSTEMS, INC. FOR TRAFFIC CAMERA SAFETY IMPROVEMENT PROGRAM

This Second Amendment to the Exclusive Agreement Between the City of Los Alamitos and Redflex Traffic Systems, Inc. for Traffic Camera Safety Improvement Program ("Second Amendment") is executed this 31st day of July, 2017 (the "Execution Date") by and between Redflex Traffic Systems, Inc. ("Redflex") and the City of Los Alamitos, California (the "City") (individually a "Party"; collectively, the "Parties").

RECITALS

- A. On or about September 1, 2010, Redflex and the City entered into the Exclusive Agreement Between the City of Los Alamitos and Redflex Traffic Systems, Inc. for Traffic Camera Safety Improvement Program (the "Original Agreement");
- B. By letter dated August 3, 2015, the Parties agreed to extend the Original Agreement on a month-to-month basis until the Parties terminated the Original Agreement or entered into an extension of the Original Agreement (the "Letter");
- C. On or about August 24, 2015, the City approved the First Amendment to the Exclusive Agreement Between the City of Los Alamitos and Redflex Traffic Systems, Inc. for Traffic Camera Safety Improvement Program ("First Amendment") (together with the Original Agreement and the Letter, the "Agreement");
- D. The Agreement is set to expire on August 24, 2017; and
- E. Redflex and the City desire to extend the term of the Agreement and otherwise modify the Original Agreement as set forth below.

The parties agree as follows:

TERMS AND CONDITIONS

1. Term of Agreement. The Parties agree to extend the term of the Agreement as outlined in Section 2 of the Original Agreement and previously extended by Section A of the First Amendment, for an additional four (4) years commencing on August 24, 2017 and ending on August 24, 2021.

2. Malfunction Rate. The following language shall be added to the Original Agreement as Section 3.11:

3.11. MALFUNCTION RATE.

- 3.11.1. If a Redflex System at any Designated Intersection Approach has a Malfunction Rate (as defined below), that is greater than or equal to twenty-one percent (21%) of the total incidents captured by that

Redflex System in a particular month, then Customer shall be entitled to a credit against the Fixed Monthly Fee for the Designated Intersection Approach at issue equal to the Malfunction Rate, and this credit shall only be applied to the month in which the twenty-one percent (21%) or higher Malfunction Rate occurred. For example, if a Redflex System at a Designated Intersection Approach having a \$5,200.00 Fixed Monthly Fee has a thirty-percent (30%) Malfunction Rate for a certain month, then Customer shall be entitled to a credit of \$1,560.00 ($\$5,200.00 \times .30$) for the Designated Intersection Approach for that month.

- 3.11.2. The "Malfunction Rate" shall be determined from the Redflex online Customer Management Report, and shall include rejections caused by one or more components of the Redflex System, including, but not limited to, camera malfunctions or video errors. The Malfunction Rate shall exclude rejections that are not controllable by Redflex or the Redflex System, including, but not limited to: driver obstruction; motor cycle helmet; plate obstruction; vehicle obstruction; extended vehicle; out-of-country and paper plates; emergency vehicles; sun glare; and non-prosecutable violation.
- 3.11.3. Upgrades. Redflex will continue the process of upgrading its curbside Equipment to assure the lowest Malfunction Rate possible.

The addition of Section 3.11 to the Original Agreement shall not become effective until August 24, 2017, and Redflex shall not be obligated to credit the City as provided for under Section 3.11 until after the first full month following August 24, 2017.

3. Downtime. The following language shall be added as Section 5 to Exhibit "C" attached to the Original Agreement:

- 5. In the event that Redflex or Customer discovers any material problem or defect that causes a Redflex System at a Designated Intersection Approach to be down or offline, Redflex shall use its best efforts to cause such problem or defect to be repaired within 48 hours, excluding weekends. This does not include a Redflex System that is down or offline due to a power outage or other causes beyond the reasonable control of Redflex. In the event that the Redflex System is not fully operational within forty-eight (48) hours of the material problem or defect occurring, Redflex shall credit the monthly invoice in the amount of 1/30th of the Fixed Monthly Fee for the downed Designated Intersection Approach for each day the approach is down, including the initial days of nonoperation.

The addition of Section 5 to Exhibit "C" attached to the Original Agreement shall not become effective until August 24, 2017, and Redflex shall not be obligated to credit the City as provided for under Section 5 of Exhibit "C" attached to the Original Agreement until after August 24, 2017.

4. Road Repairs and Construction. Section 3.9 of the Original Agreement is revoked in the entirety and the following substituted in its place:

3.9. ROAD REPAIRS AND CONSTRUCTION PROJECTS. The Customer shall not be responsible for the payment of the monthly fixed fee per Designated Intersection Approach for each Designated Intersection Approach that is rendered inoperable due to road repairs, street improvements, or stop work orders that interrupts, impedes, obstructs or interferes with the successful performance of the Redflex System at the applicable Designated Intersection Approach for a period of fourteen (14) or more calendar days within the same month. This waiver of payment is per Designated Intersection Approach, and in no event shall the waiver of payment for an inoperable Designated Intersection Approach be considered a waiver of payment for any other operational Designated Intersection Approach. The Customer's obligation to pay the monthly fixed fee per Designated Intersection Approach shall resume in the month in which the applicable Designated Intersection Approach resumes operation for at least sixteen (16) calendar days within the same month.

The amendment to Section 3.9 of the Original Agreement does not take effective until August 24, 2017.

5. Termination for Convenience. Section 6.1 of the Original Agreement, as amended by Section B of the First Amendment, is revoked in its entirety and the following substituted in its place:

6.1 TERMINATION OF AGREEMENT

6.1.1 Termination for Cause. Either party shall have the right to terminate this Agreement by written notice to the other if (i) state statutes are amended to prohibit or substantially change the operation of the Program; (ii) the Supreme Court for the State of California rules that the Citations from the Program are inadmissible in evidence; or (iii) the other Party commits any material breach of any of the provisions of this Agreement. Upon entry of an order restraining or enjoining the operation of the Program by a court of competent jurisdiction, or an order that substantially diminishes the financial value of the program to either party, the Camera Term of the Agreement shall be suspended until the later of the dissolution of the restraint, injunction, or order or the date the restraint, injunction, or order becomes final and not subject to any appeal. Either Party may elect to restart the operation of the Program if the restraint, injunction, or order is dissolved or otherwise rendered unenforceable. The Camera Term of the Agreement shall be extended by the period of time for which the Program was suspended. Either Party shall have the right to remedy or cure the cause for termination or breach within forty-five (45) calendar days

(or within such other time period as the Customer and Redflex shall mutually agree, which agreement shall not be unreasonably withheld or delayed) after written notice from the appropriate Party setting forth in reasonable detail the events of the cause for termination or breach. Termination of this Agreement for cause shall not be enforceable or effective unless the terminating Party mails written notice of termination to the non-terminating Party not less than forty-five (45) calendar days prior to the Agreement termination date and provides to the non-terminating Party the opportunity to remedy or cure the cause of the termination or breach within the forty-five (45) calendar day time period provided herein.

6.1.2 Termination for Convenience. The Parties may terminate this Agreement without cause upon the following conditions:

6.1.2.1 The Customer reserves the right to terminate this Agreement without cause upon thirty (30) days written notice. If the Customer exercises its right to terminate this Agreement in accordance with this paragraph, the Customer shall be obligated to pay Redflex for all services satisfactorily performed in accordance with this Agreement, through and including the initial notice of termination date, but not to exceed the payment according to the rates specified in Exhibit D.

6.1.2.2 Redflex reserves the right to terminate this Agreement without cause upon ninety (90) days written notice to the Customer.

The amendment to Section 6.1 of the Original Agreement as outlined in this Second Amendment is effective immediately.

6. Notices. Section 9 of the Original Agreement is amended to change the notice address for Redflex to the following:

Redflex Traffic Systems, Inc.
Attn: Legal Department
5651 W. Talavi Blvd., Suite 200
Glendale, AZ 85306
Facsimile: (623) 207-2056
Email: legaldepartment@redflex.com

The amendment to Section 9 of the Original Agreement as outlined in this Second Amendment is effective immediately, and all notices shall be served on Redflex at the address listed in this Second Amendment.

7. Pricing Changes. The "Tier 1" Fixed Fee outlined on Exhibit "D" to the Original Agreement for each Designated Intersection Approach existing at the Execution Date of this Second Amendment shall be reduced from the current rate of Four Thousand Five Hundred

Seventy Six Dollars (\$4,576) per Designated Intersection Approach per month (the current rate calculated by multiplying \$4,500 X the CPI as provided for under Exhibit "D") to Three Thousand Two Hundred Dollars (\$3,200) per Designated Intersection Approach per month.

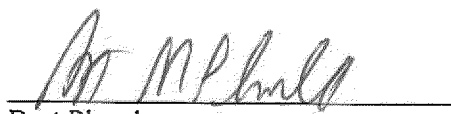
The reduction to the "Tier 1" Fixed Fee as outlined above does not take effect until August 24, 2017, and the current rate per Designated Intersection Approach per month shall apply until August 24, 2017. Other than as expressly stated in this Second Amendment, all other terms of Exhibit "D" attached to the Original Agreement shall remain in full force and effect.

8. **Records Retention.** Section 3.4 of the Original Agreement shall be deleted in the entirety and the following language substituted in its place:

3.4. **RECORDS RETENTION.** Redflex shall retain Violations Data in accordance with applicable law.

9. **Enforceability of Non-Amended Terms and Conditions.** Except as expressly amended in this Second Amendment, the terms and conditions of the Agreement shall remain in full force and effect. To the extent that this Second Amendment conflicts with the terms and conditions of the Agreement, this Second Amendment shall control. Any capitalized terms not defined in the Second Amendment shall have the meanings ascribed to them in the Agreement.

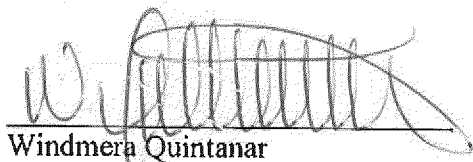
**CITY OF LOS ALAMITOS,
CALIFORNIA**


Bret Plumlee
City Manager

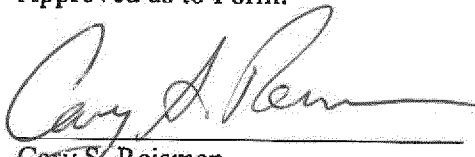
REFLEX TRAFFIC SYSTEMS, INC.


Michael Finn
President and CEO

Attest:


Windmera Quintanar
CMC, City Clerk

Approved as to Form:


Cary S. Reisman
City Attorney

FIRST AMENDMENT TO
EXCLUSIVE AGREEMENT BETWEEN THE CITY OF LOS ALAMITOS
AND REDFLEX TRAFFIC SYSTEMS, INC. FOR
TRAFFIC CAMERA SAFETY IMPROVEMENT PROGRAM

This First Amendment (the "First Amendment") to Exclusive Agreement between the City of Los Alamitos and Redflex Traffic Systems Inc. for Traffic Camera Safety Improvement Program is made by and between Redflex Traffic Systems, Inc. ("Redflex") and the City of Los Alamitos, CA (the "City" or the "Customer") (individually the "Party" and collectively referred to as the "Parties"). The Effective Date of this First Amendment is 8/24, 2015 ("Effective Date").

RECITALS

1. The Parties executed the Exclusive Agreement between the City of Los Alamitos and Redflex Traffic Systems Inc. for Traffic Camera Safety Improvement Program on September 1, 2010 (the "Agreement");
2. The Parties desire to extend the Term of the Agreement and modify the Agreement to reflect changes to the Program.

The Parties amend the Agreement as follows:

TERMS AND CONDITIONS

- A. **Term.** As provided in Section 2 of the Agreement, the Parties agree to extend the Camera Term for an additional two (2) years commencing on the Effective Date (the "Extended Term").

- B. **Termination for Convenience.** Section 6.1 is amended in its entirety and shall provide the following:

6.1 **TERMINATION**

6.1.1 **Termination for Cause.** Either Party shall have the right to terminate this Agreement by written notice to the other if (i) state statutes are amended to prohibit or substantially change the operation of the Program; (ii) the Supreme Court for the State of California rules that the Citations from the Program are inadmissible in evidence; or (iii) the other Party commits any material breach of any of the provisions of this Agreement. Upon entry of an order restraining or enjoining the operation of the Program by a court of competent jurisdiction, or an order that substantially diminishes the financial value of the program to either party, the Camera Term of the Agreement shall be suspended until the later of the dissolution of the restraint, injunction, or order or the date the restraint, injunction, or order becomes final and not subject to any appeal. Either Party may elect to restart the operation of the Program if the restraint, injunction, or order is dissolved or otherwise rendered unenforceable. The Camera Term of the Agreement shall be extended by the period of time for which the Program was suspended. Either Party shall have the right to remedy or cure the cause for termination or breach within forty-five (45) calendar days (or within such other time period as the Customer and Redflex shall mutually agree, which agreement shall not be unreasonably withheld or delayed) after written notice from the appropriate Party setting forth in reasonable detail the events of the cause for termination or breach. Termination of this Agreement for cause shall not be enforceable or effective unless the terminating Party mails written notice of termination to the non-terminating Party not less than forty-five (45) calendar days prior to the Agreement termination date and provides to the non-terminating Party the opportunity to remedy or cure the cause of the termination or breach within the forty-five (45) calendar day time period provided herein.

6.1.2 **Termination for Convenience.** The Parties may terminate this Agreement without cause upon the following conditions:

6.1.2.1 The City reserves the right to terminate this Agreement without cause upon thirty (30) days written notice. If the City exercises its right to terminate this Agreement in accordance with this paragraph, the City shall be obligated to pay Redflex for all services satisfactorily performed in accordance with this Agreement, through and

including the initial notice of termination date, but not to exceed the payment according to the rates specified in Exhibit D.

6.1.2.2 Redflex reserves the right to terminate this Agreement without cause upon ninety (90) days written notice to the City.

C. **Redflex Ethics** Section 3.10 is added and shall provide the following:

3.10. **Redflex Ethics.** Redflex agrees that it will comply with all applicable laws relating to its performance under this Agreement, including any applicable federal, state, or local law governing or relating to: a) conflicts of interest; b) providing of gifts or hospitality to government officials or government employees; and c) providing political and charitable contributions, or governing or relating to the ethical conduct of business with government agencies.

3.10.1 Redflex represents and warrants that its performance in connection with this Agreement will be in compliance with Redflex's internal Anti-Bribery and Anti-Corruption Policy and Procedures, a copy of which is available at <http://www.redflex.com/index.php/en/compliance-corner/policy-and-procedures>. Failure by Redflex to comply with the Anti-Bribery and Anti-Corruption Policy and Procedures shall permit to the City, in its sole discretion, to immediately terminate this Agreement.

3.7.2. From time to time, Redflex may choose to modify its own internal Anti-Bribery and Anti-Corruption Policy and Procedures. In each case where the Redflex Anti-Bribery and Anti-Corruption Policy and Procedures are modified, Redflex shall cause a copy of the revised Anti-Bribery and Anti-Corruption Policy and Procedures to be delivered to the City's Project Manager within ten (10) business days, and shall obtain a receipt in writing with the date and time of delivery. The City, in its sole discretion, may elect to reject any and all modifications, other than modifications required by changes in applicable law, made within thirty (30) business days, and shall notify Redflex in writing specifying all modifications rejected. The affected specific provisions in the current Anti-Bribery and Anti-Corruption Policy, or in a successor Anti-Bribery and Anti-Corruption Policy and Procedures document that has not been rejected by the City, shall remain in effect. However, Redflex and the City may negotiate in a timely manner and mutually approve in writing a joint document with alternate language of the specific provision which the City has rejected.

D. **Enforceability of Non-Amended Terms and Conditions.** Except as expressly amended in this First Amendment, the Terms and Conditions of the Agreement shall remain in full force and effect. To the extent that this First Amendment conflicts with the terms of the Agreement, this First Amendment shall control.

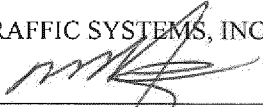
Approved as to form, content and legality:

CITY OF LOS ALAMITOS, CALIFORNIA

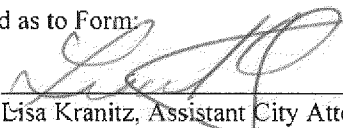
By: 
Name: Bret M. Plumlee, City Manager
Date: 8-24-15

Attest: 
By: Windmera Quintanar, CMC, City Clerk

REFLEX TRAFFIC SYSTEMS, INC.

By: 
Name: Michael R. Finn
Title: CEO and President
Date: 10/1/15

Approved as to Form:

By: 
Lisa Kranitz, Assistant City Attorney

EXCLUSIVE AGREEMENT BETWEEN THE CITY OF LOS ALAMITOS
AND REDFLEX TRAFFIC SYSTEMS, INC. FOR
TRAFFIC CAMERA SAFETY IMPROVEMENT PROGRAM

This Agreement (this "Agreement") is made as of this 1st day of September, 2010 by and between Redflex Traffic Systems, Inc., a Delaware Corporation, with offices at 23751 N. 23rd Avenue, Phoenix, Arizona, 85027 ("Redflex"), and The City of Los Alamitos a municipal corporation, with offices at 3201 Katella Avenue, Los Alamitos California 90720 (the "Customer").

RECITALS

WHEREAS, Redflex has exclusive knowledge, possession and ownership of certain equipment, licenses, applications, and citation processes related to the Traffic Camera Safety Improvement Program (hereinafter "the Program"); and

WHEREAS, the Customer desires to engage the services of Redflex to provide certain equipment, processes and back office services so that Authorized Employees of the Customer are able to monitor, identify and enforce traffic violations; and

WHEREAS, it is a mutual objective of both Redflex and the Customer to reduce the incidence of vehicle collisions at the traffic intersections and city streets that will be monitored pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **DEFINITIONS.** In this Agreement, the words and phrases below shall have the following meanings:
 - 1.1. "Authorized Employee" means the Project Manager or such other individual(s) as the Customer shall designate to review Potential Violations and to authorize the Issuance of Citations in respect thereto,
 - 1.2. "Authorized Violation" means each Potential Violation in the Violation Data for which authorization to issue a citation in the form of an Electronic Signature is given by the Authorized Employee by using the Redflex System.
 - 1.3. "Citation" means the notice of a Violation, which is mailed or otherwise delivered by Redflex to the violator on the appropriate Enforcement Documentation in respect of each Authorized Violation.
 - 1.4. "Confidential or Private Information" means, with respect to any Person, any information, matter or thing of a secret, confidential or private nature, whether or not so labeled, which is connected with such Person's business or methods of operation or concerning any of such Person's suppliers, licensors, licensees, customers or others with whom such Person has a business relationship, and which has current or potential value to such Person or the unauthorized disclosure of which could be detrimental to such Person, including but not limited to:

- 1.4.1. Matters of a business nature, including but not limited to information relating to development plans, costs, finances, marketing plans, data, procedures, business opportunities, marketing methods, plans and strategies, the costs of construction, installation, materials or components, the prices such Person obtains or has obtained from its clients or customers, or at which such Person sells or has sold its services; and
- 1.4.2. Matters of a technical nature, including but not limited to product information, trade secrets, know-how, formulae, innovations, inventions, devices, discoveries, techniques, formats, processes, methods, specifications, designs, patterns, schematics, data, access or security codes, compilations of information, test results and research and development projects. For purposes of this Agreement, the term "trade secrets" shall mean the broadest and most inclusive interpretation of trade secrets.
- 1.4.3. Notwithstanding the foregoing, Confidential Information will not include information that: (i) was generally available to the public or otherwise part of the public domain at the time of its disclosure, (ii) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission by any party hereto in breach of this Agreement, (iii) was subsequently lawfully disclosed to the disclosing party by a person other than a party hereto, (iv) was required by a court of competent jurisdiction to be described, or (v) was required by applicable state law to be described.
- 1.5. "Customer Parties" means the City and the City's employees and agents.
- 1.6. "Intersection Approach" means a conduit of travel with up to four (4) contiguous lanes from the curb (e.g., northbound, southbound, eastbound or westbound) on which at least one (1) system has been installed by Redflex for the purposes of facilitating the Program by the Customer.
- 1.7. "Designated Intersection Approaches" means the Intersection Approaches as Redflex and the Customer shall mutually agree from time to time. See Exhibit A for the number of approaches.
- 1.8. "Electronic Signature" means the method through which the Authorized Employee indicates his or her approval of the issuance of a Citation in respect of a Potential Violation using the Redflex System.
- 1.9. "Enforcement Documentation" means the necessary and appropriate documentation related to the Program, including but not limited to warning letters, citation notices using the specifications of the Judicial Council and the City, a numbering sequence for use on all citation notices (in accordance with applicable court rules), instructions to accompany each issued Citation (including in such instructions a description of basic court procedures, payment options and information regarding the viewing of images and data collected by the Redflex System), chain of custody records, criteria regarding operational policies for processing Citations (including with respect to coordinating with the applicable vehicle registry), and technical support documentation for applicable court and judicial officers.
- 1.10. "Equipment" means any and all approach cameras, sensors, equipment, components, products, software and other tangible and intangible property relating to the Program.

- 1.11. "Fine" means a monetary sum assessed for Citation, including but not limited to bail forfeitures, but excluding suspended fines.
- 1.12. "Governmental Authority" means any domestic or foreign government, governmental authority, court, tribunal, agency or other regulatory, administrative or judicial agency, commission or organization, and any subdivision, branch or department of any of the foregoing.
- 1.13. "Installation Date of the Program" means the date on which Redflex completes the construction and installation of at least one (1) Intersection Approach in accordance with the terms of this Agreement so that such Intersection Approach is operational for the purposes of functioning with the Program.
- 1.14. "Intellectual Property" means, with respect to any Person, any and all now known or hereafter known tangible and intangible (a) rights associated with works of authorship throughout the world, including but not limited to copyrights, moral rights and mask-works, (b) trademark and trade name rights and similar rights, (c) trade secrets rights, (d) patents, designs, algorithms and other industrial property rights, (e) all other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated), whether arising by operation of law, contract, license, or otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing), of such Person.
- 1.15. "Operational Period" means the period of time during the Term, commencing on the Installation Date, during which the Program is functional in order to permit the issuance of Citations using the Redflex System.
- 1.16. "Person" means a natural individual, company, Governmental Authority, partnership, firm, corporation, legal entity or other business association.
- 1.17. "Project Manager" means the project manager appointed by the Customer in accordance with this Agreement, which shall be an Authorized Employee and shall be responsible for overseeing the installation of the Intersection Approaches and the implementation of the Program, and which manager shall have the power and authority to make management decisions relating to the Customer's obligations pursuant to this Agreement, including but not limited to change order authorizations, subject to any limitations set forth in the Customer's charter or other organizational documents of the Customer or by the city council or other governing body of the Customer.
- 1.18. "Potential Violation" means, with respect to any motor vehicle passing through a Designated Intersection Approach, the data collected by the Redflex System with respect to such motor vehicle, which data shall be processed by the Redflex System for the purposes of allowing the Authorized Employee to review such data and determine whether a traffic violation has occurred.
- 1.19. "Proprietary Property" means, with respect to any Person, any written or tangible property owned or used by such Person in connection with such Person's business, whether or not such property is copyrightable or also qualifies as Confidential Information, including without limitation products, samples, equipment, files, lists, books, notebooks, records, documents, memoranda, reports, patterns, schematics, compilations, designs, drawings, data, test results, contracts, agreements, literature, correspondence, spread sheets, computer

programs and software, computer print outs, other written and graphic records and the like, whether originals, copies, duplicates or summaries thereof, affecting or relating to the business of such Person, financial statements, budgets, projections and invoices.

- 1.20. "Redflex Marks" means all trademarks registered in the name of Redflex or any of its affiliates, such other trademarks as are used by Redflex or any of its affiliates on or in relation to the Program at any time during the Term this Agreement, service marks, trade names, logos, brands and other marks owned by Redflex, and all modifications or adaptations of any of the foregoing.
- 1.21. "Redflex Project Manager" means the project manager appointed by Redflex in accordance with this Agreement, who shall be responsible for overseeing the construction and installation of the Designated Intersection Approaches and the implementation the Program, and who shall have the power and authority to make management decisions relating to Redflex's obligations pursuant to this Agreement, including but not limited to change-order authorizations.
- 1.22. "Redflex System" means, collectively, the Salus® and/or SMARTeam® System, the SMARTscene® System, and all of the other equipment, applications, cameras, sensors, components, motor vehicles and other tangible and intangible property relating thereto, to enable Redflex to enforce a minimum of one lane of travel at a designated location. The SMARTops® System, the Program, and all of the other equipment, applications, back office processes, servers, off-site backup systems, software and other tangible and intangible property relating thereto.
- 1.23. "Traffic Camera Safety Improvement Program" or "the Program" are interchangeable and synonymous and mean the process by which the monitoring, identification and enforcement of Violations is facilitated by the use of certain equipment, applications and back office processes of Redflex, including but not limited to cameras, flashes, central processing units, signal controller interfaces and sensor arrays which, collectively, are capable of measuring Violations and recording such Violation data in the form of photographic images of motor vehicles.
- 1.24. "Violation Criteria" means the standards and criteria by which Potential Violations will be evaluated by Authorized Employees of the Customer, which standards and criteria shall include, but are not limited to, the duration of time that a traffic light must remain red prior to a Violation being deemed to have occurred, and the location(s) in an intersection which a motor vehicle must pass during a red light signal prior to being deemed to have committed a Violation, all of which shall be in compliance with all applicable laws, rules and regulations of Governmental Authorities. Should physical criteria change which requires additional modification to the Program or its detection equipment, any costs incurred is the responsibility of the customer.
- 1.25. "Records Retention" means the period of time that Redflex will retain confidential information to include photographic evidence and data associated with the Program.
- 1.26. "SMARTeam® System" means the proprietary software system that controls the systems of Redflex relating to the Program.

- 1.27. "Salus® System" means the proprietary software that controls the systems of Redflex relating to the Program.
 - 1.28. "REDFLEXred® System" means the proprietary digital redlight photo enforcement system of Redflex relating to the Program.
 - 1.29. "SMARTops® System" means the proprietary back-office processes of Redflex relating to the Program.
 - 1.30. "SMARTscene® System" means the proprietary digital video camera unit, hardware and software required for providing supplemental violation data relating to the Program.
 - 1.31. "Traffic Signal Controller Boxes" means the signal controller interface and vehicle detection owned and operated by the Customer. This includes, but not limited to, the Customer's traffic controller, Customer's vehicle detection equipment, Customer's communication equipment, Customer's controller cabinet, etc.
 - 1.32. "Violation" means any traffic violation authorized for photo enforcement as prohibited by the Vehicle Code or any applicable rule, regulation or law of any other Governmental Authority, including but not limited to operating a motor vehicle contrary to traffic signals, and operating a motor vehicle without displaying a valid license plate or registration.
 - 1.33. "Violations Data" means the images and other Violations data gathered by the Redflex System at the Designated Intersection Approaches.
 - 1.34. "Warning Period" means a period after the Installation Date of the first intersection approach, wherein only warning notices shall be issued, commencing within 3 days after the system has been installed.
2. **TERM.** Each and every installed camera shall have a separate, distinct and independent five (5) year term ("Camera Term") commencing as of the date of the first "Authorized Violation" therefrom and continuing for a period of five (5) years thereafter (the "Initial Camera Term"). Notwithstanding the foregoing, this agreement shall expire automatically five (5) years from its effective date, unless the City Manager provides Redflex with a written notice of the City's election to renew the Agreement for an additional term of two (2) years.
 3. **SERVICES.** Redflex shall provide the Program to the Customer, in each case in accordance with the terms and provisions set forth in this Agreement.
 - 3.1. **INSTALLATION.** With respect to the construction and installation of (1) the Designated Intersection Approaches and the installation of the Redflex System at such Designated Intersection Approaches, the Customer and Redflex shall have the respective rights and obligations set forth on Exhibit B attached hereto.
 - 3.2. **MAINTENANCE.** With respect to the maintenance of the Redflex System at the Designated Intersection Approaches the Customer and Redflex shall have the respective rights and obligations set forth on Exhibit C attached hereto.
 - 3.3. **VIOLATION PROCESSING.** During the Operational Period, Violations shall be processed as follows:
 - 3.3.1. All Violations Data shall be stored on the Redflex System;
 - 3.3.2. The Redflex System shall process Violations Data gathered from the Designated Intersection Approaches into a format capable of review by the Authorized Employee via the Redflex System;

- 3.3.3. The Redflex System will be accessible by Authorized Staff through a secure and encrypted connection by use of a confidential user account on a computer equipped with a high-speed Internet connection and an approved web browser.
- 3.3.4. Redflex shall provide the Authorized Employee with access to the Redflex System for the purposes of reviewing the pre-processed Violations Data within seven (7) days of the gathering of the Violation Data from the applicable Designated Intersection Approaches.
- 3.3.5. The Customer shall cause the Authorized Employee to review the Violations Data and to determine whether a citation shall be issued with respect to each Potential Violation captured within such Violation Data, and transmit each such determination in the form of an Electronic Signature to Redflex using the software or other applications or procedures provided by Redflex on the Redflex System for such purpose, and REDFLEX HEREBY ACKNOWLEDGES AND AGREES THAT THE DECISION TO ISSUE A CITATION SHALL BE THE SOLE, UNILATERAL AND EXCLUSIVE DECISION OF THE AUTHORIZED EMPLOYEE AND SHALL BE MADE IN SUCH AUTHORIZED EMPLOYEE'S SOLE DISCRETION (A "CITATION DECISION"), AND IN NO EVENT SHALL REDFLEX HAVE THE ABILITY OR AUTHORIZATION TO MAKE A CITATION DECISION.
- 3.3.6. With respect to each Authorized Violation, Redflex shall print and mail a Citation within five (5) days after Redflex's receipt of such authorization; provided, however, during the Warning Period, warning violation notices shall be issued in respect of all Authorized Violations;
- 3.3.7. Redflex shall provide a toll-free telephone number for the purposes of answering citizen inquiries
- 3.3.8. Redflex shall permit the Authorized Employee to generate reports using the Redflex Standard Report System.
- 3.3.9. Upon Redflex's receipt of a written request from the Customer and in addition to the Standard Reports, Redflex shall provide, without cost to the Customer, reports regarding the processing and issuance of Citations, the maintenance and downtime records of the Designated Intersection Approaches and the functionality of the Redflex System with respect thereto to the Customer in such format and for such periods as mutually agreed upon.
- 3.3.10. During the six (6) month period following the Installation Date and/or upon Redflex's receipt of a written request from the Customer at least fourteen (14) calendar days in advance of court proceeding, Redflex shall provide expert witnesses for use by the Customer in prosecuting Violations; provided, however, the Customer shall use reasonable best efforts to seek judicial notice in lieu of requiring Redflex to provide such expert witnesses; After the initial 6 month period, expert testimony may be provided on a cost reimbursement basis.
- 3.3.11. During the three (3) month period following the Installation Date, Redflex shall provide such training to Customer personnel as shall be reasonably necessary in order to allow such personnel to act as expert witnesses on behalf of the Customer with respect to the Program.

- 3.4. **Records Retention:** Redflex shall retain confidential information to include photographic evidence and data associated with the Program for a period of up to six (6) months from the date of the violation or until final disposition of the citation, whichever date is later, and destroy the violations date thereafter in a manner that will preserve the confidentiality of any person included in the violations date.
- 3.5. **PROSECUTION AND COLLECTION; COMPENSATION.** The Customer shall diligently prosecute Citations and the collection of all Fines in respect thereof, and Redflex shall have the right to receive, and Customer shall be obligated to pay, the compensation set forth on Exhibit D attached hereto.
- 3.6. **TAXES.** Where required by state statute, ordinance or regulation, Redflex shall pay for and maintain in current status all taxes that are necessary for contract performance. Unless otherwise indicated, City/Customer agrees to pay any applicable taxes including but not limited to use, property or sales taxes required at the municipal, county, state or any other taxing authority level on all applicable consumer services and materials purchased and/or leased. No charge by the City/Customer shall be made for federal excise taxes and City/Customer agrees to furnish Redflex with an exemption certificate where appropriate for any applicable sales and/or use taxes. [If dealing with New Mexico, Washington, or Ohio, Legal/Finance needs to approve this section in the agreement and amend it according to applicable state law.]
- 3.7. **OTHER RIGHTS AND OBLIGATIONS.** During the Term, in addition to all of the other rights and obligations set forth in this Agreement, Redflex and the Customer shall have the respective rights and obligations set forth on Exhibit E attached hereto.
- 3.8. **CHANGE ORDERS.** The Customer may from time to time request changes to the work required to be performed or the addition of products or services to those required pursuant to the terms of this Agreement by providing written notice thereof to Redflex, setting forth in reasonable detail the proposed changes (a "Change Order Notice"). Upon Redflex's receipt of a Change Order Notice, Redflex shall deliver a written statement describing the cost, if any (the "Change Order Proposal"). The Change Order Proposal shall include (i) a detailed breakdown of the charge and schedule effects, (ii) a description of any resulting changes to the specifications and obligations of the parties, (iii) a schedule for the delivery and other performance obligations, and (iv) any other information relating to the proposed changes reasonably requested by the Customer. Following the Customer's receipt of the Change Order Proposal, the parties shall negotiate in good faith and agree to a plan and schedule for implementation of the proposed changes, the time, manner and amount of payment or price increases or decreases, as the case may be, and any other matters relating to the proposed changes; provided, however, in the event that any proposed change involves only the addition of equipment or services to the existing Designated Intersection Approaches, or the addition of Intersection Approaches to be covered by the terms of this Agreement, to the maximum extent applicable, the pricing terms set forth in Exhibit D shall govern. Any failure of the parties to reach agreement with respect to any of the foregoing as a result of any proposed changes shall not be deemed to be a breach of this Agreement, and any disagreement shall be resolved in accordance with Section 10.

3.9. ROAD REPAIRS AND CONSTRUCTION PROJECTS. The term of an installed camera shall be temporarily suspended as a result of any Customer-authorized road repairs, street improvements or stop work order that interrupts, impedes, obstructs or interferes with the successful performance of the installed camera for a period of fourteen (14) or more calendar days.

4. **LICENSE; RESERVATION OF RIGHTS.**

4.1. License. Subject to the terms and conditions of this Agreement, Redflex hereby grants the Customer, and the Customer hereby accepts from Redflex upon the terms and conditions herein specified, a non-exclusive, non-transferable license during the Term of this Agreement to: (a) solely within the City of Los Alamitos, access and use the Redflex System for the sole purpose of reviewing Potential Violations and authorizing the issuance of Citations pursuant to the terms of this Agreement, and to print copies of any content posted on the Redflex System in connection therewith, (b) disclose to the public (including outside of the City of Los Alamitos that Redflex is providing services to the Customer in connection with Program pursuant to the terms of this Agreement, and (c) use and display the Redflex Marks on or in marketing, public awareness or education, or other publications or materials relating to the Program, so long as any and all such publications or materials are approved in advance by Redflex.

4.2. RESERVATION OF RIGHTS. The Customer hereby acknowledges and agrees that: (a) Redflex is the sole and exclusive owner of the Redflex System, the Redflex Marks, all Intellectual Property arising from or relating to the Redflex System, and any and all related Equipment, (b) the Customer neither has nor makes any claim to any right, title or interest in any of the foregoing, except as specifically granted or authorized under this Agreement, and (c) by reason of the exercise of any such rights or interests of Customer pursuant to this Agreement, the Customer shall gain no additional right, title or interest therein.

4.3. RESTRICTED USE. The Customer hereby covenants and agrees that it shall not (a) make any modifications to the Redflex System, including but not limited to any Equipment, (b) alter, remove or tamper with any Redflex Marks, (c) use any of the Redflex Marks in any way which might prejudice their distinctiveness, validity or the goodwill of Redflex therein, (d) use any trademarks or other marks other than the Redflex Marks in connection with the Customer's use of the Redflex System pursuant to the terms of this Agreement without first obtaining the prior consent of Redflex, or (e) disassemble, de-compile or otherwise perform any type of reverse engineering to the Redflex System, the Redflex System, including but not limited to any Equipment, or to any, Intellectual Property or Proprietary Property of Redflex, or cause any other Person to do any of the foregoing.

4.4. PROTECTION OF RIGHTS. Redflex shall have the right to take whatever action it deems necessary or desirable to remedy or prevent the infringement of any Intellectual Property of Redflex, including without limitation the filing of applications to register as trademarks in any jurisdiction any of the Redflex Marks, the filing of patent application for any of the Intellectual Property of Redflex, and making any other applications or filings with appropriate Governmental Authorities. The Customer shall not take any action to remedy or prevent such infringing activities, and shall not in its own name make any

registrations or filings with respect to any of the Redflex Marks or the Intellectual Property of Redflex without the prior written consent of Redflex.

- 4.5. INFRINGEMENT. The Customer shall use its reasonable best efforts to give Redflex prompt notice of any activities or threatened activities of any Person of which it becomes aware that infringes or violates the Redflex Marks or any of Redflex's Intellectual Property or that constitute a misappropriation of trade secrets or act of unfair competition that might dilute, damage or destroy any of the Redflex Marks or any other Intellectual Property of Redflex. Redflex shall have the exclusive right, but not the obligation, to take action to enforce such rights and to make settlements with respect thereto. In the event that Redflex commences any enforcement action under this Section 4.5, then the Customer shall render to Redflex such reasonable cooperation and assistance as is reasonably requested by Redflex, and Redflex shall be entitled to any damages or other monetary amount that might be awarded after deduction of actual costs; provided, that Redflex shall reimburse the Customer for any reasonable costs incurred in providing such cooperation and assistance.
- 4.6. INFRINGING USE. The Customer shall give Redflex prompt written notice of any action or claim action or claim, whether threatened or pending, against the Customer alleging that the Redflex Marks, or any other Intellectual Property of Redflex, infringes or violates any patent, trademark, copyright, trade secret or other Intellectual Property of any other Person, and the Customer shall render to Redflex such reasonable cooperation and assistance as is reasonably requested by Redflex in the defense thereof; provided, that Redflex shall reimburse the Customer for any reasonable costs incurred in providing such cooperation and assistance. If such a claim is made and Redflex determines, in the exercise of its sole discretion, that an infringement may exist, Redflex shall have the right, but not the obligation, to procure for the Customer the right to keep using the allegedly infringing items, modify them to avoid the alleged infringement or replace them with non-infringing items.
- 4.7. UNAUTHORIZED REFERENCES TO REDFLEX. Customer shall not utilize, make use of and/or make any reference to Redflex, its name or likeness, its affiliated, parent or subsidiary companies or corporations, its logos, insignias, trademarks, trade names, brand, websites, property, assets, products or services, including, but not limited to, the "SMARTcam™ System", "Salus™ System", "REDFLEXred™ System", "REDFLEXspeed™ System", "REDFLEXrail™ System", "REDFLEXstop™ System", "REDFLEXslimline™ System", "SMARTops™ System", "SMARTscene™ System"; "PLATESCAN™ System" and/or and any and all combinations, variants and derivatives thereof, in, on or about, Customer marketing, publicity, media, public relations, advertising, education or training materials, information, data, papers and/or documents, for any reason or purpose, whatsoever, without the prior written approval of Redflex which may be withheld, denied, delayed, rejected and/or refused, by Redflex in its sole, absolute and unilateral discretion.

5. REPRESENTATIONS AND WARRANTIES.

5.1. Redflex Representations and Warranties.

5.1.1. Authority. Redflex hereby warrants and represents that it has all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder.

5.1.2. Professional Services. Redflex hereby warrants and represents that any and all services provided by Redflex pursuant to this Agreement shall be performed in a professional and workmanlike manner and, with respect to the installation of the Redflex System, subject to applicable law, in compliance with all specifications provided to Redflex by the Customer.

5.2. Customer Representations and Warranties.

5.2.1. Authority. The Customer hereby warrants and represents that it has all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder.

5.2.2. Professional Services. The Customer hereby warrants and represents that any and all services provided by the Customer pursuant to this Agreement shall be performed in a professional and workmanlike manner.

5.3. LIMITED WARRANTIES. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, REDFLEX MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE REDFLEX SYSTEM OR ANY RELATED EQUIPMENT OR WITH RESPECT TO THE RESULTS OF THE CUSTOMER'S USE OF ANY OF THE FOREGOING. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, REDFLEX DOES NOT WARRANT THAT ANY OF THE DESIGNATED INTERSECTION APPROACHES OR THE REDFLEX SYSTEM WILL OPERATE IN THE WAY THE CUSTOMER SELECTS FOR USE, OR THAT THE OPERATION OR USE THEREOF WILL BE UNINTERRUPTED. THE CUSTOMER HEREBY ACKNOWLEDGES THAT THE REDFLEX SYSTEM MAY MALFUNCTION FROM TIME TO TIME, AND SUBJECT TO THE TERMS OF THIS AGREEMENT, REDFLEX SHALL DILIGENTLY ENDEAVOR TO CORRECT ANY SUCH MALFUNCTION IN A TIMELY MANNER.

6. TERMINATION.

6.1. TERMINATION FOR CAUSE: Either party shall have the right to terminate this Agreement by written notice to the other if (i) state statutes are amended to prohibit or substantially change the operation of the Program; (ii) the Supreme Court for the State of California rules that the Citations from the Program are inadmissible in evidence; or (iii) the other party commits any material breach of any of the provisions of this Agreement. Either party shall have the right to remedy or cure the cause for termination or breach within forty-five (45) calendar days (or within such other time period as the Customer and Redflex shall mutually agree, which agreement shall not be unreasonably withheld or delayed) after written notice from the appropriate party setting forth in reasonable detail the events of the cause for termination or breach. Termination of this Agreement shall not be enforceable or effective unless the terminating

party mails written notice of termination to the non-terminating party not less than forty-five (45) calendar days prior to the Agreement termination date and provides to the non-terminating party the opportunity to remedy or cure the cause of the termination or breach within the forty-five (45) calendar day time period provided herein.

6.2. RIGHTS AND REMEDIES. In connection with any breach and/or termination of this Agreement, Redflex shall have and hereby reserves, in full, all rights and remedies available in law and/or in equity. The rights to terminate this Agreement given in this Section 6.1 shall be without prejudice to any other right or remedy of either party in respect of the breach concerned (if any) or any other breach of this Agreement.

6.3. PROCEDURES UPON TERMINATION. The termination of this Agreement shall not relieve either party of any liability that accrued prior to such termination. Except as set forth in Section 6.3, upon the termination of this Agreement, all of the provisions of this Agreement shall terminate and:

6.3.1. Redflex shall (i) immediately cease to provide services, including but not limited to work in connection with the construction or installation activities and services in connection with the Program, (ii) promptly deliver to the Customer any and all Proprietary Property of the Customer provided to Redflex pursuant to this Agreement, (iii) promptly deliver to the Customer a final report to the Customer regarding the collection of data and the issuance of Citations in such format and for such periods as the Customer may reasonably request, and which final report Redflex shall update or supplement from time to time when and if additional data or information becomes available, (iv) promptly deliver to Customer a final invoice stating all fees and charges properly owed by Customer to Redflex for work performed and Citations issued by Redflex prior to the termination, and (v) provide such assistance as the Customer may reasonably request from time to time in connection with prosecuting and enforcing Citations issued prior to the termination of this Agreement. Immediately upon termination Redflex is no longer bound to the Data Retention Requirements for any data and if the customer wishes to obtain the data it must be conveyed at the time of termination. Redflex will transfer the data and relevant information to the city by a mutually agreed upon method. The customer will assume the burden for all costs associated with this task including but not limited to administrative, storage media, storage media authoring devices, and internet bandwidth used for transferring data. Redflex will provide no tools for accessing this data or other guarantees.

6.3.2. The Customer shall (i) immediately cease using the Program, accessing the Redflex System and using any other Intellectual Property of Redflex, (ii) promptly deliver to Redflex any and all Proprietary Property of Redflex provided to the Customer pursuant to this Agreement, and (iii) promptly pay any and all fees, charges and amounts properly owed by Customer to Redflex for work performed and Citations issued by Redflex prior to the termination.

6.3.3. Unless the Customer and Redflex have agreed to enter into a new agreement relating to the Program or have agreed to extend the Term of this Agreement, Redflex shall remove any and all Equipment or other materials

of Redflex installed in connection with Redflex's performance of its obligations under this Agreement, including but not limited to housings, poles and camera systems, and Redflex shall restore the Designated Intersection Approaches to substantially the same condition such Designated Intersection Approaches were in immediately prior to this Agreement.

6.3.4. In addition to any and all other rights and remedies available and/or reserved herein, the Customer shall pay to Redflex a pro rata share of all monies or revenue generated, collected and/or received by Customer after the Agreement termination date that are, in any way, a result of, associated with and/or attributable to, in whole or in part, the products or services rendered to Customer by Redflex.

6.4. **SURVIVAL.** Notwithstanding the foregoing, the definitions and each of the following shall survive the termination of this Agreement: (x) Sections 4.2 (Reservation of Rights), 5.1 (Redflex Representations and Warranties), 5.2 (Customer Representations and Warranties), 5.3 (Limited Warranty), 7 (Confidentiality), 8 (Indemnification and Liability), 9 (Notices), 10 (Dispute Resolution), 11.1 (Assignment), 11.17 (Applicable Law), 11.16 (Injunctive Relief; Specific Performance) and 11.18 (Jurisdiction and Venue), and (y) those provisions, and the rights and obligations therein, set forth in this Agreement which either by their terms state, or evidence the intent of the parties, that the provisions survive the expiration or termination of the Agreement, or must survive to give effect to the provisions of this Agreement.

7. **CONFIDENTIALITY.** During the term of this Agreement and for a period of three (3) years thereafter, neither party shall disclose to any third person, or use for itself in any way for pecuniary gain, any Confidential Information learned from the other party during the course of the negotiations for this Agreement or during the Term of this Agreement. Upon termination of this Agreement, each party shall return to the other all tangible Confidential Information of such party. Each party shall retain in confidence and not disclose to any third party any Confidential Information without the other party's express written consent, except (a) to its employees who are reasonably required to have the Confidential Information, (b) to its agents, representatives, attorneys and other professional advisors that have a need to know such Confidential Information, provided that such parties undertake in writing (or are otherwise bound by rules of professional conduct) to keep such information strictly confidential, and (c) pursuant to, and to the extent of, a request or order by any Governmental Authority, including laws relating to public records.

8. **INDEMNIFICATION AND LIABILITY.**

8.1. **Indemnification by Redflex.** Subject to Section 8.3, Redflex hereby agrees to defend and indemnify the Customer and its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assignees and each of their affiliates, and all persons acting by, through, under or in concert with them, or any of them (individually a "Customer Party" and collectively, the "Customer Parties") against, and to protect, save and keep harmless the Customer Parties from, and to pay on behalf of or reimburse the Customer Parties as and when incurred for, any and all liabilities, obligations, losses, damages, penalties, demands, claims, actions, suits,

judgments, settlements, costs, expenses and disbursements (including reasonable attorneys', accountants' and expert witnesses' fees) of whatever kind and nature (collectively, "Losses"), which may be imposed on or incurred by any Customer Party arising out of or related to (a) any material misrepresentation, inaccuracy or breach of any covenant, warranty or representation of Redflex contained in this Agreement, or (b) negligence or the willful misconduct of Redflex, its employees or agents which result in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the willful misconduct of any Customer Party.

8.2. Indemnification by Customer. Subject to Section 8.3, the Customer hereby agrees to defend and indemnify Redflex and its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assignees and all persons acting by, through, under or in concert with them, or any of them (individually a "Redflex Party" and collectively, the "Redflex Parties") against, and to protect, save and keep harmless the Redflex Parties from, and to pay on behalf of or reimburse the Redflex Parties as and when incurred for, any and all Losses which may be imposed on or incurred by any Redflex Party arising out of or in any way related to (a) any material misrepresentation, inaccuracy or breach of any covenant, warranty or representation of the Customer contained in this Agreement, (b) the negligence or willful misconduct of the Customer, its employees, contractors or agents which result in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the willful misconduct of any Redflex Party, (c) any claim, action or demand not caused by Redflex's failure to perform its obligations under this Agreement, or (d) any claim, action or demand challenging the Customer's use of the Redflex System or any portion thereof, the validity of the results of the Customer's use of the Redflex System or any portion thereof, or the validity of the Citations issued, prosecuted and collected as a result of the Customer's use of the Redflex System or any portion thereof.

8.3. Indemnification Procedures. In the event any claim, action or demand (a "Claim") in respect of which any party hereto seeks indemnification from the other, the party seeking indemnification (the "Indemnified Party") shall give the party from whom indemnification is sought (the "Indemnifying Party") written notice of such Claim promptly after the Indemnified Party first becomes aware thereof; provided, however, that failure so to give such notice shall not preclude indemnification with respect to such Claim except to the extent of any additional or increased Losses or other actual prejudice directly caused by such failure. The Indemnifying Party shall have the right to choose counsel to defend such Claim (subject to the approval of such counsel by the Indemnified Party, which approval shall not be unreasonably withheld, conditioned or delayed), and to control, compromise and settle such Claim, and the Indemnified Party shall have the right to participate in the defense at its sole expense; provided, however, the Indemnified Party shall have the right to take over the control of the defense or settlement of such Claim at any time if the Indemnified Party irrevocably waives all rights to indemnification from and by the Indemnifying Party. The

Indemnifying Party and the Indemnified Party shall cooperate in the defense or settlement of any Claim, and no party shall have the right enter into any settlement agreement that materially affects the other party's material rights or material interests without such party's prior written consent, which consent will not be unreasonably withheld or delayed.

8.4. **LIMITED LIABILITY.** Notwithstanding anything contrary in this Agreement, neither party shall be liable to the other, by reason of any representation or express or implied warranty, condition or other term or any duty at common or civil law, for any special, incidental, indirect, consequential or punitive damages however caused and on any theory of liability arising out of or relating to this Agreement, except and only to the extent expressly authorized for in Provision 11.19 entitled "PREVAILING PARTY" of this Agreement. In the event of any breach of this Agreement, however, the non-breaching party is entitled to recover expectation damages from the breaching party, which are defined as the amounts that non-breaching party would have received under the Agreement had the breaching party fully performed pursuant to the terms and conditions of this Agreement.

9. **NOTICES.** Any notices to be given hereunder shall be in writing, and shall be deemed to have been given (a) upon delivery, if delivered by hand, (b) three (3) days after being mailed first class, certified mail, return receipt requested, postage and registry fees prepaid, or (c) one Business Day after being delivered to a reputable overnight courier service, excluding the U.S. Postal Service, prepaid, marked for next day delivery, if the courier service obtains a signature acknowledging receipt, in each case addressed or sent to such party as follows:

9.1. Notices to Redflex:

Redflex Traffic Systems, Inc.
23751 North 23rd Avenue
Phoenix, AZ 85027
Attention: PROGRAM MANAGEMENT
Facsimile: (623) 207-2050

9.2. Notices to the Customer:

City of Los Alamitos
3201 Katella Avenue
Los Alamitos, CA 90720
Attention: Cassandra Palmer
Facsimile: (562) 431-6499

10. **DISPUTE RESOLUTION.** Upon the occurrence of any dispute or disagreement between the parties hereto arising out of or in connection with any term or provision of this Agreement, the subject matter hereof, or the interpretation or enforcement hereof (the "Dispute"), the parties shall engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of either party, each of the parties will appoint a designated officer whose task it shall be to meet for the purpose of attempting to resolve such Dispute. The designated officers shall meet as often as the parties shall deem to be reasonably necessary. Such officers will discuss the Dispute. If the parties are unable to resolve the Dispute in accordance with this Section 10, and in the event that either of the parties concludes in good faith that amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then the parties may mutually agree to submit to binding or nonbinding arbitration or mediation.

11. **MISCELLANEOUS.**

11.1. **Assignment.** Neither party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed; provided, however, The Customer hereby acknowledges and agrees that the execution (as outlined in Exhibit F), delivery and performance of Redflex's rights pursuant to this Agreement shall require a significant investment by Redflex, and that in order to finance such investment, Redflex may be required to enter into certain agreements or arrangements ("Financing Transactions") with equipment lessors, banks, financial institutions or other similar persons or entities (each, a "Financial Institution" and collectively, "Financial Institutions"). The Customer hereby agrees that Redflex shall have the right to assign, pledge, hypothecate or otherwise transfer ("Transfer") its rights, or any of them, under this Agreement to any Financial Institution in connection with any Financing Transaction between Redflex and any such Financial Institution, subject to the Customer's prior written approval, which approval shall not be unreasonably withheld or delayed. The Customer further acknowledges and agrees that in the event that Redflex provides written notice to the Customer that it intends to Transfer all or any of Redflex's rights pursuant to this Agreement, and in the event that the Customer fails to provide such approval or fails to object to such Transfer within forty-five (45) business days after its receipt of such notice from Redflex, for the purposes of this Agreement, the Customer shall be deemed to have consented to and approved such Transfer by Redflex. Notwithstanding the above, this Agreement shall inure to the benefit of, and be binding upon, the parties hereto, and their respective successors or assigns.

11.2. **RELATIONSHIP BETWEEN REDFLEX AND THE CUSTOMER.** Nothing in this Agreement shall create, or be deemed to create, a partnership, joint venture or the relationship of principal and agent or employer and employee between the parties. The relationship between the parties shall be that of independent contractors, and nothing contained in this Agreement shall create the relationship of principal and agent or otherwise permit either party to incur any debts or liabilities or obligations on behalf of the other party (except as specifically provided herein).

- 11.3. AUDIT RIGHTS. Each of parties hereto shall have the right to audit to audit the books and records of the other party hereto (the "Audited Party") solely for the purpose of verifying the payments, if any, payable pursuant to this Agreement. Any such audit shall be conducted upon not less than forty-eight (48) hours' prior notice to the Audited Party, at mutually convenient times and during the Audited Party's normal business hours. Except as otherwise provided in this Agreement, the cost of any such audit shall be borne by the non-Audited Party. In the event any such audit establishes any underpayment of any payment payable by the Audited Party to the non-Audited Party pursuant to this Agreement, the Audited Party shall promptly pay the amount of the shortfall, and in the event that any such audit establishes that the Audited Party has underpaid any payment by more than twenty five percent (25%) of the amount of actually owing, the cost of such audit shall be borne by the Audited Party. In the event any such audit establishes any overpayment by the Audited Party of any payment made pursuant to this Agreement, non-Audited Party shall promptly refund to the Audited Party the amount of the excess.
- 11.4. FORCE MAJEURE. Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authorities approval delays which are not caused by any act or omission by Redflex, and unusually severe weather. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.
- 11.5. ENTIRE AGREEMENT. This Agreement represents the entire Agreement between the parties, and there are no other agreements (other than invoices and purchase orders), whether written or oral, which affect its terms. This Agreement may be amended only by a subsequent written agreement signed by both parties.
- 11.6. SEVERABILITY. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.
- 11.7. WAIVER. Any waiver by either party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision thereof.
- 11.8. CONSTRUCTION Except as expressly otherwise provided in this Agreement, this Agreement shall be construed as having been fully and completely negotiated and neither the Agreement nor any provision thereof shall be construed more strictly against either party.
- 11.9. HEADINGS. The headings of the sections contained in this Agreement are included herein for reference purposes only, solely for the convenience of the parties hereto, and shall not in any way be deemed to affect the meaning, interpretation or applicability of this Agreement or any term, condition or provision hereof.
- 11.10. EXECUTION AND COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and

delivered shall be deemed an original, and such counterparts together shall constitute only one instrument. Any one of such counterparts shall be sufficient for the purpose of proving the existence and terms of this Agreement, and no party shall be required to produce an original or all of such counterparts in making such proof.

- 11.11. COVENANT OF FURTHER ASSURANCES. All parties to this Agreement shall, upon request, perform any and all acts and execute and deliver any and all certificates, instruments and other documents that may be necessary or appropriate to carry out any of the terms, conditions and provisions hereof or to carry out the intent of this Agreement.
- 11.12. REMEDIES CUMULATIVE. Each and all of the several rights and remedies provided for in this Agreement shall be construed as being cumulative and no one of them shall be deemed to be exclusive of the others or of any right or remedy allowed by law or equity, and pursuit of any one remedy shall not be deemed to be an election of such remedy, or a waiver of any other remedy.
- 11.13. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon all of the parties hereto and their respective executors, administrators, successors and permitted assigns.
- 11.14. COMPLIANCE WITH LAWS. Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is a conflict between any term, condition or provision of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the term, condition or provision of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law, provided that such construction is consistent with the intent of the Parties as expressed in this Agreement.
- 11.15. NO THIRD PARTY BENEFIT. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any Person who is not a party to this Agreement.
- 11.16. INJUNCTIVE RELIEF; SPECIFIC PERFORMANCE. The parties hereby agree and acknowledge that a breach of Sections 4.1 (License), 4.3 (Restricted Use) or 7 (Confidentiality) of this Agreement would result in severe and irreparable injury to the other party, which injury could not be adequately compensated by an award of money damages, and the parties therefore agree and acknowledge that they shall be entitled to injunctive relief in the event of any breach of any material term, condition or provision of this Agreement, or to enjoin or prevent such a breach, including without limitation an action for specific performance hereof.
- 11.17. APPLICABLE LAW. This Agreement shall be governed by and construed in all respects solely in accordance with the laws of the State of California, United States.
- 11.18. JURISDICTION AND VENUE. Any conflict, claim or dispute between Redflex and the Customer affecting, arising out of or relating to the subject matter of this Agreement shall be filed only in and litigated solely in the United States District Court for the District of California and both parties specifically agree to be bound by the exclusive jurisdiction and venue thereof.

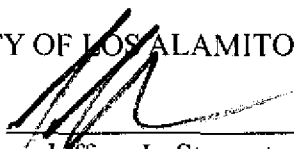
11.19. PREVAILING PARTY. In the event of any conflict, claim or dispute between Redflex and the Customer affecting, arising out of or relating to the subject matter of this Agreement, the prevailing party shall be entitled to receive from the non-prevailing party all attorneys' fees, expert fees, and related costs. Attorneys' fees, expert fees, and related costs shall be assessed by a Court and not by a jury and shall be included in any judgment obtained by the prevailing party.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above.

"Customer"

CITY OF LOS ALAMITOS

By: 

Name: Jeffrey L. Stewart

Title: City Manager

"Redflex"

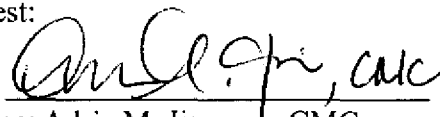
REDFLEX TRAFFIC SYSTEMS, INC.,

By: 

Name: KAREN FINLEY

Title: CEO

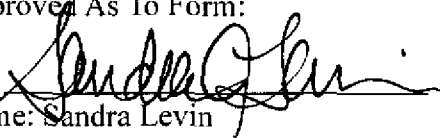
Attest:

By: 

Name: Adria M. Jimenez, CMC

Title: City Clerk

Approved As To Form:

By: 

Name: Sandra Levin

Title: City Attorney

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above.

"Customer"

"Redflex"

CITY OF LOS ALAMITOS

REDFLEX TRAFFIC SYSTEMS, INC.,

By: _____
Name: Jeffrey L. Stewart
Title: City Manager

By: _____
Name: _____
Title: _____

Attest:

By: _____
Name: Adria M. Jimenez, CMC
Title: City Clerk

Approved As To Form:

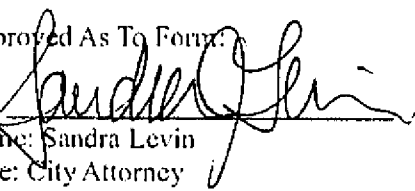
By: 
Name: Sandra Levin
Title: City Attorney

EXHIBIT "A"
Designated Intersection Approaches

The contract is for the implementation of up to 15 intersection approaches. Identification of enforced intersection approaches will be based on mutual agreement between Redflex and the City as warranted by community safety and traffic needs.

City may request in writing that Redflex upgrade the Red Light Cameras further as new technology is available during the term of this Agreement, when mutually agreed by Redflex and the City that the issuance rate would increase as a result of upgrades. The upgrade would be at no cost to the City and would occur within 90 days of the written request.

The City will make all reasonable efforts to provide a list of proposed intersections under consideration prior to formal project kick-off to the designated Redflex project manager.

EXHIBIT "B"
Construction and Installation Obligations

Timeframe for Installation: Fixed Traffic Camera Safety Improvement Program:

Redflex will have each specified approach installed and activated in phases in accordance with an implementation plan to be mutually agreed to by Redflex Traffic Systems and the Customer.

Redflex will use reasonable commercial efforts to install the system in accordance with the schedule set forth in the implementation plan that will be formalized upon project commencement.

Redflex will use reasonable commercial efforts to install and activate the first specified intersection within sixty (60) days subsequent to formal project kick-off and receipt of the required customer approved program business rules. The Customer agrees that the estimated timeframe for installation and activation are subject to conditions beyond the control of Redflex and are not guaranteed.

In order to provide the Customer with timely completion of the Traffic Camera Safety Improvement Program, Redflex requires that the Customer assist with obtaining timely approval of permit requests. The Customer acknowledges the importance of the safety program and undertakes that in order to keep the project on schedule the Customer will provide engineering review(s) of Redflex permit requests and all documentation in a timely manner.

1. Redflex Obligations. Redflex shall do or cause to be done each of the following (in each case, unless otherwise stated below, at Redflex's sole expense):
 - 1.1. Appoint the Redflex Project Manager and a project implementation team;
 - 1.2. Request current "as-built" electronic engineering drawings for the Designated Intersection Approaches (the "Drawings") from the city traffic engineer;
 - 1.3. Develop and submit to the Customer for approval construction and installation specifications in reasonable detail for the Designated Intersection Approaches, including but not limited to specifications for all radar sensors, pavement loops, electrical connections and traffic controller connections, as required; and
 - 1.4. Seek approval from the relevant Governmental Authorities having authority or jurisdiction over the construction and installation specifications for the Designated Intersection Approaches (collectively, the "Approvals"), which will include compliance with City permit applications.
 - 1.5. Finalize the acquisition of the Approvals;
 - 1.6. Assist the Customer in developing a public awareness strategy, which may include media and educational materials;
 - 1.7. Develop the Violation Criteria in consultation with the Customer;
 - 1.8. Develop the Enforcement Documentation for approval by the Customer, which approval shall not be unreasonably withheld;
 - 1.9. Complete the installation and testing of all necessary Equipment, including hardware and software, at the Designated Intersection Approaches.
 - 1.10. Cause an electrical sub-contractor to complete all reasonably necessary electrical work at the Designated Intersection Approaches, including but not

limited to the installation of all related Equipment and other detection sensors, poles, cabling, telecommunications equipment and wiring, which work shall be performed in compliance with all applicable local, state and federal laws and regulations;

- 1.11. Install and test the functionality of the Designated Intersection Approaches with the Redflex System and establish fully operational Violation processing capability with the Redflex System;
- 1.12. Implement the use of the Redflex System at each of the Designated Intersection Approaches;
- 1.13. Deliver the Materials to the Customer; and
- 1.14. Citation processing and citation issuance/re-issuance for Authorized Violations;
- 1.15. Redflex shall provide training (i) for up to fifteen (15) personnel of the Customer, including but not limited to the persons who Customer shall appoint as Authorized Employees and other persons involved in the administration of the Program, (ii) for up to sixteen (16) hours in the aggregate, (iii) regarding the operation of the Redflex System and the Program, which training shall include training with respect to the Redflex System and its operations, strategies for presenting Violations Data in court and judicial proceedings and a review of the Enforcement Documentation;

Interact with court and judicial personnel to address issues regarding the implementation of the Redflex System, the development of a subpoena processing timeline that will permit the offering of Violations Data in court and judicial proceedings, and coordination between Redflex, the Customer and (WHERE APPLICABLE juvenile court personnel).

2. CUSTOMER OBLIGATIONS. The Customer shall do or cause to be done each of the following (in each case, unless otherwise stated below, at Customer's sole expense):
 - 2.1.1. Appoint the Project Manager;
 - 2.1.2. Assist Redflex in obtaining the Drawings from the relevant Governmental Authorities;
 - 2.1.3. Notify Redflex of any specific requirements relating to the construction and installation of any Intersection Approaches or the implementation of the Traffic Camera Safety Improvement Program;
 - 2.1.4. Provide assistance to Redflex in obtaining access to the records data of the Department of Motor Vehicles in Redflex's capacity as an independent contractor to the Customer; and
 - 2.1.5. Assist Redflex in seeking the Approvals
 - 2.1.6. Provide reasonable access to the Customer's properties and facilities in order to permit Redflex to install and test the functionality of the Designated Intersection Approaches and the Traffic Camera Safety Improvement Program;
 - 2.1.7. Provide reasonable access to the personnel of the Customer and reasonable information about the specific operational requirements of such personnel for the purposes of performing training;

- 2.1.8. Seek approval or amendment of Awareness Strategy and provide written notice to Redflex with respect to the quantity of media and program materials (the "Materials") that the Customer will require in order to implement the Awareness Strategy during the period commencing on the date on which Redflex begins the installation of any of the Designated Intersection Approaches and ending one (1) month after the Installation Date;
- 2.1.9. Assist Redflex in developing the Violation Criteria; and
- 2.1.10. Seek approval of the Enforcement Documentation.
- 2.1.11. The Customer shall provide on an agreed upon frequency, without cost to Redflex, reports regarding the prosecution of Citations, the collection of fines, fees and other monies and available collision data, in such format and for such periods as Redflex may reasonably request.
- 2.1.12. Yellow Light Timing Review: The Customer is solely responsible for ensuring and determining that the yellow or amber light phase timing at all photo and/or camera enforced intersections is in complete compliance with any and all local, state, municipal and/or federal rules, regulations, codes, laws, guidelines and/or minimum standards.
- 2.1.13. The Customer is responsible for providing on-going adequate electrical power in order to operate the systems.
The Customer will allow Redflex to use existing conduit space as available.
- 2.1.14. The Customer shall be responsible to provide and install LED traffic signal lights (yellow and red) at all photo and/or camera enforced intersections.
- 2.1.15. Customer is responsible for all computer hardware, web browsers and high speed Internet access necessary to operate the systems
- 2.1.16. The Customer shall be solely responsible to provide, fabricate, and install any and all required traffic, camera and/or photo enforcement signage.

EXHIBIT "C"

Maintenance

1. All repair and maintenance of the Traffic Camera Safety Improvement Program and related equipment will be the sole responsibility of Redflex, including but not limited to maintaining the casings of the cameras included in the Redflex System and all other Equipment in reasonably clean and graffiti-free condition.
2. Redflex shall not open the Traffic Signal Controller Boxes without a representative of city Traffic Engineering present.
3. In the event that images of a quality suitable for the Authorized Employee to identify Violations cannot be reasonably obtained without the use of flash units, Redflex shall provide and install such flash units.
4. Redflex may assign specific personnel to provide follow up assistance to the Customer in the form of the HELPDESK, a designated Customer Service Representative and a Director of Accounts.

EXHIBIT "D"
COMPENSATION & PRICING

PHOTO RED LIGHT CAMERAS:

Commencing on the execution of this agreement Customer shall be obligated to pay Redflex a fixed fee for each existing Designated Intersection Approach:

Tier 1: Fixed Fee of \$4500.00 per month as full remuneration for the continued services at the following approaches:

Katella Avenue / Los Alamitos Blvd – W/B
Katella Avenue / Los Alamitos Blvd – E/B
Katella Avenue / Bloomfield Street – W/B

Note: Where improvements to capture additional lanes are added to any of the above approaches, the Fixed Fee Price will be increased proportionally by mutual agreement between both parties.

Tier 2: New Approaches (Optional):

At the expiration of the Warning Period for each Designated Intersection Approach, Customer shall be obligated to pay Redflex a fixed fee of \$6700.00 per month for each Designated Intersection Approach ("Fixed Fee") as full remuneration for performing all of the services contemplated in this Agreement.

BUSINESS ASSUMPTIONS FOR ALL PRICING OPTIONS:

1. Redflex construction will be able to utilize existing conduit for installation where space is available. If it is determined that new conduit must be installed the cost of the installation of the same shall be borne by Redflex.
2. Each year, on the anniversary date of the contract, the pricing will increase by the CPI. CPI will be derived from the publication of the U.S. Department of Labor Consumer Price Index for U.S. City average.
3. Customer agrees to pay Redflex within thirty (30) days after the invoice is received. A monthly late fee of 1.5% is payable for amounts remaining unpaid 60 days from date of invoice.
4. The provision of all necessary communication, broadband and telephone services to the Designated Intersection Approaches will be the sole responsibility of the Customer.
5. The on-going provision of any and all necessary electrical power to the Designated Intersection Approaches will be the sole responsibility of the Customer
6. The Customer shall require any and all employees who may operate or occupy the Equipped Motor Vehicles to complete a mandatory training program to insure that (a) the Equipped Motor Vehicles are operated in a safe manner and (b) all warnings and instructions that accompany the Equipped Motor Vehicles are understood and heeded.
7. Customer shall be solely responsible for installing required signage. Customer shall be solely responsible for the fabrication of any signage, notices or other postings

required pursuant to any law, rule or regulation of any Governmental Authority ("Signage"), including but not limited to the Vehicle Code, and Customer shall assist in determining the placement of such Signage. Redflex shall submit signage design drawings to the appropriate local authority for approval. Any changes or modifications to signage requirements will be the responsibility of the Customer.

8. Required Credit Card fees will not be considered to be revenue received and are the responsibility of the violator.
9. Roadway/Intersection improvement projects: Customer shall reimburse Redflex the costs of replacing and/or modifying operational system approaches.
10. If a system is deactivated at the Customer's request due to roadway construction, the monthly fee will continue.
11. Relocation of cameras will be mutually agreed upon by the City of Los Alamitos and Redflex, and such relocation will be completed in a timely manner. The City will be liable for relocation costs. Monthly fees for those cameras relocated will continue as per the pricing prior to the relocation.
12. Contractor shall provide, at no cost to City, expert court testimony for use by City in prosecuting Violations. Such request must be made in writing with no less than fourteen (14) calendar day notification prior to court proceeding, when feasible and allowable. Otherwise, any request for testimony made in a reasonable manner and amount of time must be honored by Redflex. City will be provided with a local expert at no cost; however, should City warrant expert court testimony from Redflex Traffic Systems Arizona offices, after exhausting all other options, such expert shall be provided to City on a cost reimbursement basis. Such compensation is to include reasonable travel expenses only to appear at the venue for court testimony.

EXHIBIT "E"
Additional Rights and Obligations

Redflex and the Customer shall respectively have the additional rights and obligations set forth below:

1. Redflex shall assist the Customer in public information and education efforts, including but not limited to the development of artwork for utility bill inserts, press releases and schedules for any public launch of the Traffic Camera Safety Improvement Program (actual print and production costs are the sole responsibility of the Customer).
2. The Customer shall not access the Redflex System or use the Traffic Camera Safety Improvement Program in any manner other than prescribe by law and which restricts or inhibits any other Person from using the Redflex System or the Traffic Camera Safety Improvement Program with respect to any Intersection Approaches constructed or maintained by Redflex for such Person, or which could damage, disable, impair or overburden the Redflex System or the Traffic Camera Safety Improvement Program, and the Customer shall not attempt to gain unauthorized access to (i) any account of any other Person, (ii) any computer systems or networks connected to the Redflex System, or (iii) any materials or information not intentionally made available by Redflex to the Customer by means of hacking, password mining or any other method whatsoever, nor shall the Customer cause any other Person to do any of the foregoing.
3. The Customer shall maintain the confidentiality of any username, password or other process or device for accessing the Redflex System or using the Traffic Camera Safety Improvement Program.
4. Redflex and the Customer shall advise each other in writing with respect to any applicable rules or regulations governing the conduct of the other on or with respect to the property of such other party, including but not limited to rules and regulations relating to the safeguarding of confidential or proprietary information, and when so advised, Redflex and the Customer shall obey any and all such rules and regulations.
5. The Customer shall promptly reimburse Redflex for the cost of repairing or replacing any portion of the Redflex System, or any property or equipment related thereto, damaged directly or indirectly by the Customer, or any of its employees, contractors or agents.

EXHIBIT "F"

Insurance

1. During the Term, Redflex shall procure and maintain at Redflex's sole cost and expense the following insurance coverage with respect to claims for injuries to persons or damages to property which may arise from or in connection with the performance of work or services pursuant to this Agreement by Redflex, and each of Redflex's subcontractors, agents, representatives and employees:
 - Commercial General Liability Insurance. Commercial General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage, Two Million Dollars (\$2,000,000) Products-Completed Operations Aggregate and Two Million Dollars (\$2,000,000) General Aggregate;
 - Commercial Automobile Liability Insurance. Commercial Automobile Liability Insurance with coverage of not less than One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury or property damage, including but not limited to coverage for all automobiles owned, non-owned and hired by Redflex;
 - Professional Liability (Errors and Omissions) Insurance. Redflex will use its commercial best efforts to procure and maintain Professional Liability (Errors and Omissions) Insurance with coverage of not less than Two Million Dollars (\$2,000,000) each and every claim and in the Aggregate; and
 - Workers' Compensation and Employer's Liability Insurance. Workers' Compensation Insurance with coverage of not less than that required by the Labor Code of the State of (insert name), and Employer's Liability Insurance with coverage of not less than One Million Dollars (\$1,000,000) per occurrence.
2. With respect to the Commercial General Liability Insurance the following additional provisions shall apply:
 - The Customer Parties shall be named as additional insureds with respect to the Commercial General Liability insurance; and
 - The insurance coverage procured by Redflex and described above shall be the primary insurance with respect to the Customer Parties in connection with this Agreement, and any insurance or self-insurance maintained by any of the Customer Parties shall be in excess, and not in contribution to, such insurance; and
 - Any failure to comply with the reporting provisions of the various insurance policies described above shall not affect the coverage provided to the Customer Parties, and such insurance policies shall state the such insurance coverage shall apply separately with respect to each additional insured against whom any claim is made or suit is brought, except with respect to the limits set forth in such insurance policies.
3. With respect to the insurance described in the foregoing Section of this Exhibit E, if any of the Redflex Parties are notified by any insurer that any insurance coverage will be cancelled, Redflex shall immediately provide 30 days written notice thereof to the Customer and shall take all necessary actions to correct such cancellation in coverage limits, and shall provide written notice to the Customer

of the date and nature of such correction. If Redflex, for any reason, fails to maintain the insurance coverage required pursuant to this Agreement, such failure shall be deemed a material breach of this Agreement, and the Customer shall have the right, but not the obligation and exercisable in its sole discretion, to either (i) terminate this Agreement and seek damages from Redflex for such breach, or (ii) purchase such required insurance, and without further notice to Redflex, deduct from any amounts due to Redflex pursuant to this Agreement, any premium costs advanced by the Customer for such insurance. If the premium costs advanced by the Customer for such insurance exceed any amounts due to Redflex pursuant to this Agreement, Redflex shall promptly remit such excess amount to the Customer upon receipt of written notice thereof.

4. Redflex shall provide certificates of insurance evidencing the insurance required pursuant to the terms of this Agreement, which certificates shall be executed by an authorized representative of the applicable insurer, and which certificates shall be delivered to the Customer prior to Redflex commencing any work pursuant to the terms of this Agreement.

EXHIBIT "G"
FORM OF ACKNOWLEDGMENT AND CONSENT

This Acknowledgement and Consent Form, dated _____, 2010, is entered into by and between the City of Los Alamitos (the "City") and Redflex Traffic Systems, Inc., ("Redflex"), with reference to the Agreement between the City of Los Alamitos and Redflex Traffic Systems, Inc. for a Traffic Camera Safety Improvement Program, dated as of _____, by and between the City and Redflex (the "Agreement").

1. Redflex has entered into a Credit Agreement, dated as of _____, 2009 ("the Credit Agreement"), with _____ ("the Creditor") pursuant to which the Creditor has provided certain working capital to Redflex. Such working capital is needed by Redflex to perform its obligations to the City under the Agreement.

2. Pursuant to the Credit Agreement, Redflex granted to the Creditor a security interest in all of Redflex's personal property relevant to and associated with the Agreement with the City as collateral for the payment and performance of Redflex's obligations to the Creditor under the Credit Agreement. Such security interest applies to and covers all of Redflex's contract rights, including, without limitation, all of Redflex's rights and interests under the Agreement.

3. Redflex shall not, by virtue of the Credit Agreement, be relieved of any liability or obligation under the Agreement, and the Creditor has not assumed any liability or obligation of Redflex under the Agreement.

4. The City hereby acknowledges notice of, approves and consents, in full, to Redflex's grant of the aforementioned security interest in favor of the Creditor in all of Redflex's rights and interests under the Agreement pursuant to the Credit Agreement.

5. The City further acknowledges and agrees that this Acknowledgement and Consent Form shall be binding upon the City and shall inure to the benefit of the successors and permitted assigns of the Creditor, and to any replacement lenders, banks and/or financial institutions which refinance Redflex's obligations to the Creditor under the Credit Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the City and Redflex have caused this Acknowledgement and Consent to be executed by their respective duly authorized and elected officers as of the date first above written. Approved as to form, content and legality:

The City: City of Los Alamitos By: _____ Name: _____ Title: _____	Redflex: REDFLEX TRAFFIC SYSTEMS, INC., a Delaware Corporation By: _____ Name: _____ Title: _____
--	--

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City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: August 17, 2026

ITEM NUMBER: 10E

To: Mayor Tanya Doby & Members of the City Council

Presented By: Chet Simmons, City Manager

Subject: Orange County Grand Jury Report titled "Wildfires Hit Home"

SUMMARY

The City of Los Alamitos has received the report on the Orange County Grand Jury's findings and recommendations for the report entitled "Wildfires Hit Home". The Presiding Judge of the Superior Court has also requested a response from the City of Los Alamitos to these findings and recommendations. A draft response is attached to this report.

RECOMMENDATION

Authorize the Mayor to sign the response letter to the Presiding Judge of the Superior Court related to the 2025-2026 Orange County Grand Jury's findings and recommendations for the report entitled "Wildfires Hit Home".

BACKGROUND

On May 13, 2026, the Orange County Grand Jury (Grand Jury) released a report titled "Wildfires Hit Home". Wildfires have become an increasingly severe threat to residential communities in Orange County. This study aims to identify the shared responsibilities of local governments and fires service agencies, communities and homeowners to reduce the risk of wildfire in the wildland-urban interface; to investigate the status of actions taken by California legislature and Department of Insurance to provide relief to policyholders; and inform communities and homeowners on home hardening, defensible space, insurance risk reduction, and wildfire safety awareness.

DISCUSSION

California Penal Code Sections 933 and 933.05 require any public agency that the Grand Jury reviews to respond to the findings and recommendations of the Grand Jury Report. The City is required to respond because it is reviewed in the Report along with other Orange County cities and the County of Orange. Pursuant to California Penal Code Sections 933 and 933.05, the City's response to the Grand Jury is due on August 27, 2026.

In total, the Grand Jury contained six (6) findings and two (2) recommendations requiring a response by the City. Orange County Fire Authority (OCFA) has reviewed the Grand Jury's Report and has prepared the attached response.

FISCAL IMPACT

None.

Attachment: 1. Orange County Grand Jury - Wildfires Hit Home
 2. Cover Letter - Los Alamitos Response to Grand Jury (OCFA)
 3. OCFA - Grand Jury Response Letter



Received

MAY 18 2026

City Clerk's office
City of Los Alamitos

ORANGE COUNTY GRAND JURY

700 CIVIC CENTER DRIVE WEST • SANTA ANA, CALIFORNIA 92701 • 714/834-3320
www.ocgrandjury.org • FAX 714/834-5555

May 13, 2026

The Honorable Tanya Doby
Mayor of Los Alamitos
3191 Katella Avenue
Los Alamitos, CA 90720

CONFIDENTIAL

Dear Mayor Doby:

Enclosed is a copy of the 2025-2026 Orange County Grand Jury report, *Wildfires Hit Home*. Pursuant to *Penal Code* 933.05(f), a copy of the report is being provided to you at least two working days prior to its public release. Please note that under that subsection, "No officer, agency, department, or governing body of a public agency shall disclose any contents of the report *prior to the public release of the final report*." (Emphasis added.) It is **requested** that you provide a response to each of the findings and recommendations of this report directed to your office in compliance with *Penal Code* 933.05(a) and (b), copy is enclosed.

Please distribute this report to your governing body.

For each Grand Jury recommendation accepted and not implemented, provide a schedule for future implementation. In addition, by the end of March of each subsequent year, please report on the progress being made on each recommendation accepted but not completed. These annual reports should continue until all recommendations are implemented.

Please mail the response to the recommendations to Sheila F. Hanson, Presiding Judge of the Superior Court, 700 Civic Center Drive West, Santa Ana, CA 92701, with a separate copy mailed to the Orange County Grand Jury, 700 Civic Center Drive West, Santa Ana, CA 92701, no later than 90 days after the public release date, **May 19, 2026**, in compliance with *Penal Code* 933, copy enclosed. The due date then is **August 18, 2026**.

Should additional time for responding to this report be necessary for further analysis, *Penal Code* 933.05(b)(3) permits an extension of time up to six months from the public release date. Such extensions should be advised in writing, with the information required in *Penal Code* 933.05(b)(3), to the Presiding Judge of the Superior Court, with a separate copy of the request to the Grand Jury.

We tentatively plan to issue the public release on **May 19, 2026**. Upon public release, the report will be available on the Grand Jury website at www.ocgrandjury.org.

Sincerely,

Judy Howard, Foreperson
2025-2026 ORANGE COUNTY GRAND JURY

JH:jm

Enclosures: Grand Jury Report
Penal Code 933, 933.05

Cc: Chet Simmons, City Manager

CONFIDENTIAL



Wildfires Hit Home



Orange County Grand Jury 2025-2026

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SUMMARY

Wildfires have become a fact of life in California. Persistent drought conditions and accelerated warming have led to an increase in wildfires throughout the state. Of the twenty most destructive wildfires in California history, fifteen have occurred in the last ten years (see Appendix A). From the Camp Fire, also referred to as the Paradise Fire, in Northern California to the Palisades and Eaton Fires in Los Angeles and the Airport Fire in Orange County, the tragic loss of life and the destruction of thousands of homes and structures have upended homeowners' lives and rocked the insurance industry with billions of dollars in claims just in the last few years. These conditions have made home insurance unaffordable or unavailable for many Orange County residents. The State of California has attempted over recent years to mitigate the impact on ratepayers and insurers and has provided tougher regulations for hardening homes and property. Both the California legislature and the California Department of Insurance have issued recent laws and regulations to address these issues. Significant for this report are Safer from Wildfires (2022), California Fair Access to Insurance Requirements (FAIR) Plan (1968, revised 2025), Assembly Bill 888 (2025) and California Wildland-Urban Interface Code (2025).

The California FAIR Plan was established in 1968 to provide basic insurance for property owners who could not obtain fire coverage through the traditional insurance market due to being in high-risk fire areas. The FAIR Plan is not a state agency, and it receives no taxpayer funding. It is a syndicated fire insurance pool made up of all insurers licensed to write property/casualty insurance in the state. The FAIR Plan is intended to be the insurer of last resort and is meant to be a temporary safety net helping property owners until they can transition back to the traditional insurance market. The numerous fires over the last few years coupled with private insurers leaving the California market or no longer insuring homes in high-risk areas, have resulted in the FAIR Plan being financially strained with the number of policies more than doubling since September 2023.¹ The State Legislature and Department of Insurance both responded with strategies to rebalance this problem requiring insurers to increase the number of policies issued in high-risk areas and to change the way rates are established, however, insurance companies, using loopholes in the legislation, have so far largely avoided meeting the goals set for them.²

The Safer from Wildfires regulation was issued by the Insurance Commissioner after development in partnership with California Department of Forestry and Fire Protection (CAL FIRE) and the Governor's Office of Emergency Services. The regulation mandates

¹ Key Statistics & Data. The California FAIR Plan. <https://www.cfpnet.com/key-statistics-data/>

² The New York Times, *California Promised Insurance Relief, But Delivered Loopholes*, Nov. 2, 2025.

that insurance companies provide rate discounts for various actions that property owners take to create defensible space and harden their homes against wildfires (see Appendix B).

AB888, the California Safe Homes Grant Program, aims to reduce wildfire losses, improve insurability and resilience of vulnerable communities, and support home hardening efforts to help residents qualify for insurance premium incentives. It provides grants to aid qualifying residents and communities to complete wildfire risk mitigation measures.

The California Wildland-Urban Interface Code (CWUIC) refers to the California Building Standards Code, Title 24, Part 7. Effective in January 2026, the CWUIC requires fire-resistant and ignition-resistant construction in Fire Hazard Severity Zones or the wildland-urban interface. Requirements were also established for vegetation and hazard mitigation in the same areas. Studies have definitively shown that implementing these home hardening and defensible space requirements, including retrofitting existing homes, will greatly reduce ignition and fire spread, thereby reducing damage and resulting claims. Compliance with the 2015 International Wildland-Urban Interface Code (IWUIC) could save \$4 for every \$1 invested and retrofitting structures to the IWUIC could provide from \$2 to as much as \$8 in benefits for each \$1 invested.³ Home hardening and defensible space measures that align with wildland-urban interface codes and Safer from Wildfires regulations will help save homeowners and insurance companies from catastrophic loss.

The 2025-2026 Orange County Grand Jury found evidence that clearly shows Safer from Wildfires home hardening and defensible space measures protect homes and communities, saving homeowners, local governments, and fire authorities as well as insurance companies from catastrophic loss while also providing discounts for homeowners' insurance premiums.

BACKGROUND

California's Wildfire Crisis and Insurance Impact

California faces an escalating wildfire crisis fueled by accelerated warming, prolonged droughts, increasingly windy conditions, and expanded development into fire-prone areas. Between 2015 and 2025, 15 of the 20 most destructive wildfires in state history

³ National Institute of Building Science, *Natural Hazard Mitigation Saves*. 2019. https://nibs.org/wp-content/uploads/2025/04/NIBS_MMC_MitigationSaves_2019-1.pdf. Accessed March 3, 2026.

occurred, including the Palisades and Eaton Fires in 2025. These events have caused loss of life, devastated communities, destroyed thousands of homes, and resulted in billions in insured losses (see Appendix A).

The Eaton Fire in January 2025, spread through the suburbs of Pasadena destroying 9,413 structures and burning 14,021 acres. It became Los Angeles County's most destructive and second deadliest fire with 19 fatalities (see Appendix A).

On the same day in January 2025, the Palisades Fires swept through Pacific Palisades, Topanga, and Malibu, consuming 6,833 homes and 23,707 acres. It became Los Angeles County's third-most destructive fire and third deadliest with 12 fatalities (see Appendix A). Both fires were fueled by strong Santa Ana winds of between 80-100 mph, extremely dry conditions, and dense vegetation, creating what officials called a "perfect storm" for wildfire spread.^{4,5}

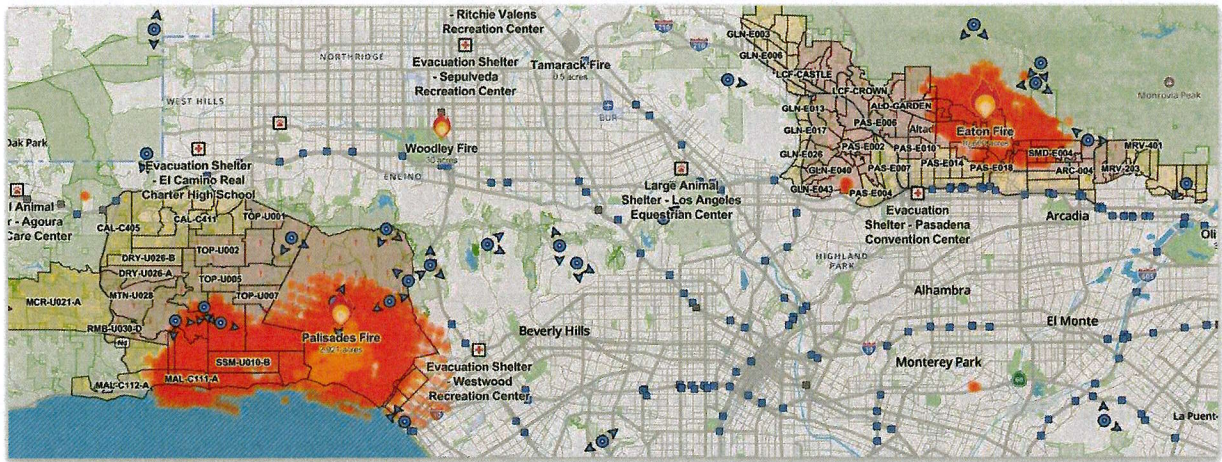


Figure 1 Map of Eaton and Palisades Fires in January 2025

The most destructive California wildfire listed by CAL FIRE is the November 2018 Camp Fire in Butte County which burned 153,336 acres, destroyed 18,804 structures, and resulted in 85 deaths. The CAL FIRE list of the Top 20 Most Destructive California Wildfires can be viewed in detail in Appendix A. Data for Orange County wildfires for the period 2008 through 2024 can be viewed in Appendix A.

Orange County's 2024 Airport Fire that started in Trabuco Canyon burned 23,500 acres and destroyed 160 structures. The fire raged for nearly a month, prompting a state of

⁴ Andrea Thompson, *How the Ferocious Santa Ana Winds are Fueling the Palisades Fire*, Scientific American, Accessed January 8, 2026, <http://www.scientificamerican.com>

⁵ Julia Jacobo and Ginger Zee, A perfect storm of weather and climate conditions led to the severity of the California fires, ABC News, Accessed January 8, 2026, <http://www.abcnews.com/US/perfect-storm-weather-climate-conditions-severity-california-fires/story?id=117468072>

emergency and millions of dollars in claims. This fire and others not only caused property loss, but also damaged ecosystems, water resources, and impacted air quality. Post-fire soil degradation and the expansion of invasive, non-native plants has further hindered recovery.⁶

In California, wildfires have strained the private insurance market. Many insurers, facing frequent and unsustainable financial exposure and constraints on rate hikes caused by Proposition 103 have withdrawn from high-risk areas, or stopped issuing new policies altogether. Some insurers have even withdrawn from the state completely.

California homeowners in high-risk wildfire areas report premiums ranging from \$5,000 to \$12,000 annually.⁷ Orange County, California's fifth most expensive housing market as of the 4th quarter 2025,⁸ faces challenges that are different than the statewide market. With an average home price of \$1.2 million,⁹ rising insurance costs further threaten housing affordability. A recent survey found that 43% of Orange County seniors worry most about housing costs and financial security.¹⁰ Among the hardest hit by insurance premium increases and policy nonrenewal are retirees, renters, and owners of condominiums, townhomes, and mobile homes.

The Safer from Wildfires regulation requires insurers to offer discounts to homeowners who take proactive steps to reduce wildfire risk. Discounts are based on both achieving community-level designations, which assess the collective mitigation efforts of neighborhoods, and property-level improvements such as installing fire-resistant roofing, ember-resistant vents, and clearing defensible space.¹¹

Reducing wildfire risk in the wildland-urban interface helps ensure that insurance coverage remains accessible. California's wildfire and insurance crisis demands coordinated action from local governments and fire authorities, communities, and homeowners to reduce risk of wildfire.

⁶ Mashall A. Hayrikian, *Engineering and Environmental Implications of the LA wildfires: Eaton and Palisades Fire*, Marshall Geoscience – Geotechnical Engineering, Laboratory Services, <http://www.marshallgeo.com/geotechnical-engineering/engineering-and-environmental-implications-of-la-wildfires-eaton-palisades-fires/>

⁷ Merlin Law Group. *Fire Insurance in California: A Complete Guide*. <https://www.merlinlawgroup.com/fire-insurance-california-guide/>. Accessed March 6, 2026.

⁸ California Association of Realtors®, *Median Prices of Existing Single Family Homes*. Accessed March 8, 2026. <https://www.car.org/marketdata/data/housingdata>

⁹ O.C. CA Real Estate and Property Data, ATTOM, October 2025

¹⁰ Gabriel San Roman, *New report on aging in Orange County outlines key concerns among seniors*, Los Angeles Times, June 21, 2024, <https://www.latimes.com/socal/daily-pilot/entertainment/story/2024-06-21/aging-in-orange-county-report>

¹¹ California Code of Regulations, Title 10, Section 2644.9, Consideration of Mitigation Factors; Wildfire Risk Models. <https://regulations.justia.com/states/california/title-10/chapter-5/subchapter-4-8/article-4/section-2644-9/>

REASON FOR STUDY

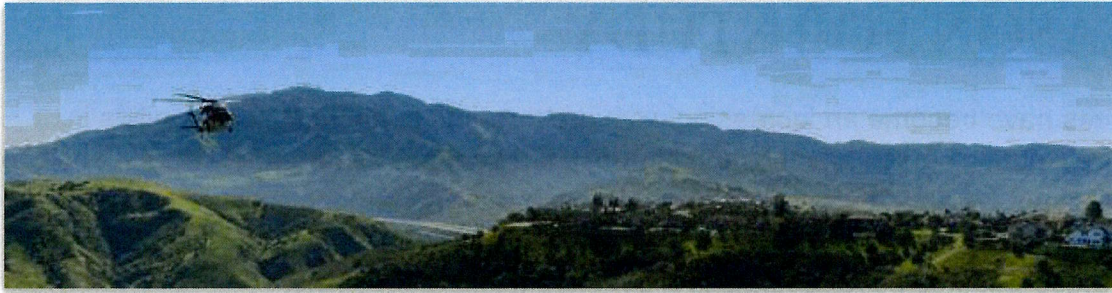
Wildfires have become an increasingly severe threat to residential communities in Orange County, particularly those in high-risk fire zones. The frequency and intensity of wildfires has escalated due to prolonged droughts, rising temperatures, and development encroachment into wildland-urban interface areas. Catastrophic losses from these wildfires have resulted in a continuing insurance crisis.

This study aims to (1) identify the shared responsibilities of local governments and fire service agencies, communities and homeowners to reduce the risk of wildfire in the wildland-urban interface, (2) investigate the status of actions taken by the California legislature and Department of Insurance to provide relief to policyholders, and (3) inform communities and homeowners on home hardening, defensible space, insurance risk reduction, and wildfire safety awareness.

METHOD OF STUDY

The investigation reviewed the efforts of Orange County local governments, local fire departments, and homeowner associations to better understand and provide an independent look at the above concerns and possible solutions. To achieve a clear picture of the wildfire problem in the Orange County wildland-urban interface and its impact on insurance rates, the 2025-2026 Grand Jury has done the following:

- Reviewed studies and academic papers
- Issued a Fire Hazard Severity Zone survey to all Orange County cities
- Examined the 2025 California Wildland-Urban Interface Code
- Observed a demonstration at a Yorba Linda Water District Heli-Hydrant™
- Visited Firewise USA Site designated communities
- Conducted literature review of previous statewide Grand Jury reports
- Interviewed California Department of Insurance staff, reviewed Department website and pertinent regulations
- Visited Orange County Fire Authority facilities to better understand their training, procedures, and preparedness
- Conducted multiple interviews with city, county, and fire officials, as well as homeowners association staff and residents regarding wildland-urban interface wildfire risk reduction



*Orange County Fire Authority helicopter approaching Yorba Linda Water District Heli-Hydrant™
Source: Orange County Grand Jury 2025-2026*

INVESTIGATION AND ANALYSIS

The 2025-2026 Grand Jury investigated the risk of wildfire in Orange County wildland-urban interface areas, the insurance industry's response to this risk, actions taken by fire prevention authorities to reduce the risk of damage and destruction of homes by wildfire, and the state legislature and California Department of Insurance (CDI) response to the insurance crisis. The Grand Jury also investigated actions homeowners should take to share the responsibility to reduce community wildfire risk, and by doing so, potentially reduce their insurance costs.

The Grand Jury investigation included evaluation of CDI initiatives, the Safer from Wildfires insurance regulation,¹² and other regulations related to wildfire and insurance risk reduction. The investigation also included examination of recent changes to Fire Hazard Severity Zone mapping, the 2025 CWUIC, and pending amendments to the ember-resistant Zone 0 regulations that comprise defensible space requirements.

Shared Responsibility for Reduction of Wildfire and Insurance Risk

There is a broad scope of shared responsibility for risk reduction in wildland-urban interface areas. State legislators, CDI, state and local fire prevention authorities, counties and cities, community-level organizations, and homeowners all share responsibility for taking actions necessary to prevent wildfires in wildland-urban interface areas and thereby reduce insurance risk and policy rates. Figure 2 below illustrates the shared responsibility.

¹² California Code of Regulations, Title 10, Section 2644.9

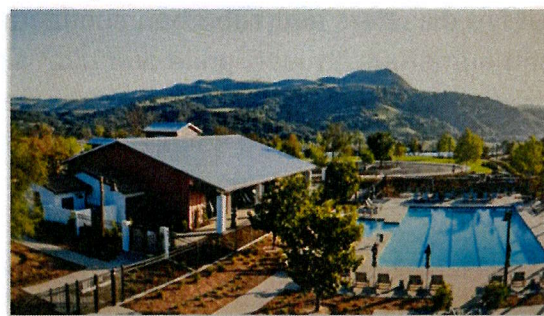


Figure 2 Shared responsibility for risk reduction in wildland-urban interface areas

The conclusion of this report focuses on the responsibilities of local governments and fire prevention authorities to provide homeowners the information and guidance needed to reduce property-level wildfire and insurance risk and thereby reduce these risks across entire communities.

Wildland-Urban Interface

Wildland-urban interface (WUI) is where urban development meets or intermixes with undeveloped natural areas. The term “wildland-urban interface” refers most often to areas where houses are located within or adjacent to relatively larger areas of natural vegetation. The U.S. Forest Service refers to WUI simply as “areas where human development meets natural landscapes.”¹³ WUI is at greatest risk of wildfire in



Source: RanchoMissionViejo.com

¹³ Forest Service, U.S. Department of Agriculture. Wildland-Urban Interface. <https://research.fs.usda.gov/nrs/fire/wui>. Accessed January 12, 2026.

California, where we have led the nation in both WUI growth and wildfires for 30 years.¹⁴

The Wildland-Urban Interface Fire Problem

The current National Fire Protection Association (NFPA) Firewise USA program was developed out of the 1986 Wildfire Strikes Home conference principally organized by the U.S. Forest Service and the NFPA. This initiative was the initial fire management response to the home destruction problem related to wildfires nationally recognized in 1985 which has since become known as the WUI fire problem.¹⁵

By the middle of this century, many Orange County residents may have a dramatic experience with wildfire due to increasingly drier, hotter conditions. Research that examined wildfires during the period from 1959 through 2009 predicts that in the next 25 years Southern California will see increased wildfires during months when fall winds occur and also during the warmer, summer months. It is estimated that by the mid-21st century there will be a 64% increase in acreage burned during higher intensity fall winds, and a 77% increase during summer winds due to warmer and drier climate. A greater concern is the estimated 20% increase in structures destroyed due to fires during fall winds and estimated 74% increase in structures destroyed due to fires during summer winds in warmer, drier conditions.¹⁶

Orange County development that continues into the WUI should expect to face these predictions. This Orange County Grand Jury report focuses on the implications for increased wildfire and insurance risk and our concern that most homes in WUI areas are not prepared to resist ignition and destruction by wildfire.

Wildland-Urban Interface Fire Disaster and Suburban Conflagration

WUI fire disasters and suburban conflagrations occur during extreme fire conditions when numerous houses ignite and burn simultaneously, overwhelming the capabilities of firefighting resources.¹⁷ If enough homes are ignition-resistant, many homes do not ignite during extreme fire conditions and fire protection is not overwhelmed by the

¹⁴ Center for Critical Urban and Environmental Studies. University of California, Santa Cruz. *Wildland Urban Interface (WUI) Research for Resilience: Addressing California's Climate, Conservation & Housing Crises*. <https://criticalurbanenvironments.ucsc.edu/projects/wildland-urban-interface-wui-research-for-resilience/>

¹⁵ Jack Cohen. *The Wildland-Urban Interface Fire Problem: A Consequence of the Fire Exclusion Paradigm*. Forest History Today. Fall 2008: 20-26. https://www.fs.usda.gov/rm/pubs_other/rmrs_2008_cohen_i002.pdf. Accessed March 25, 2026.

¹⁶ Yufang Jin, et al. *Identification of two distinct fire regimes in Southern California; implications for economic impact and future change*. Environmental Research Letters, Volume 1, Number 9. IOP Science, September 8, 2015. <https://iopscience.iop.org/article/10.1088/1748-9326/10/9/094005>. Accessed January 9, 2026.

¹⁷ Cohen, *The Wildland-Urban Interface Fire Problem*, 22.

homes that do ignite; the ignition-resistant homes can survive without firefighter protection, and an extreme wildfire can occur without becoming a WUI fire disaster¹⁸ or suburban conflagration.

Suburban conflagrations occur when fire spreads from the wildlands into the WUI and suburban environment. Suburban conflagration follows the conceptual WUI fire chain of events in Figure 3.¹⁹ Once a structure in a community ignites, the probability of its complete destruction is high and the risk to the rest of the community increases as the burning structure produces significant heat and embers.²⁰ Effective prevention of structure ignitions through home hardening and defensible space measures can break the WUI fire chain of events.

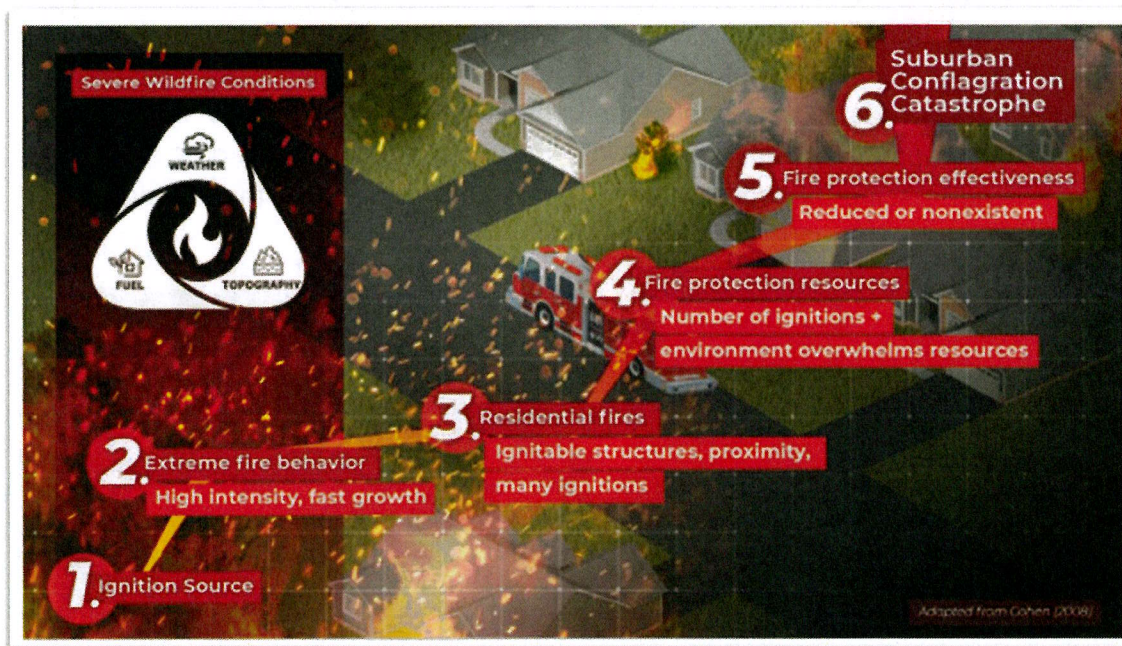


Figure 3 WUI and suburban conflagration fire disaster chain of events.²¹

Home Ignition Zone and Home Ignition Potential

The home ignition zone refers to a home and its immediate surroundings within 100 to 200 feet. The home ignition zone principally determines the potential for WUI fire disasters. Research shows that a home's ignition potential during extreme wildfires is determined by the characteristics of its exterior materials and design, their response to

¹⁸ Cohen, *The Wildland-Urban Interface Fire Problem*, 23.

¹⁹ Ian M. Gammanco, et al. *The Return of Conflagration in Our Built Environment*. Insurance Institute for Business and Home Safety. September 2023. https://ibhs.org/wp-content/uploads/Suburban_Wildfire_Conflagration_WhitePaper.pdf. Accessed March 20, 2026.

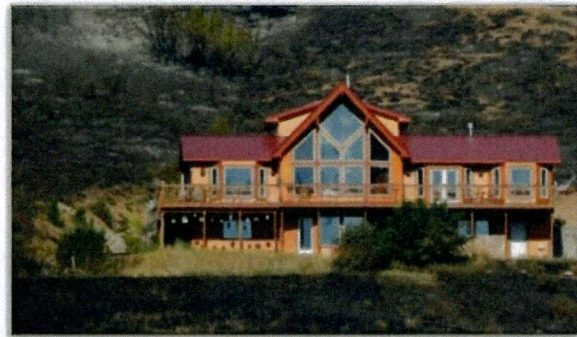
²⁰ Gammanco, *The Return of Conflagration*, 22.

²¹ Gammanco, *The Return of Conflagration*, 14.

burning objects within 100 feet, and their response to embers. Most destroyed homes in residential areas ignite from smaller flames and firebrands (lofted embers), not surrounding vegetation.²² Reducing home ignition potential is the key to preventing WUI fire disaster.

Reducing Home Ignition Potential Can Prevent Wildland-Urban Interface Fire Disaster and Suburban Conflagration

During extreme WUI fires, homes ignite and burn and sustain the requirements for combustion both indirectly and directly: Indirectly from radiation and convection heating from flames, and directly from ember spot ignitions on a house. Computational modeling and laboratory and field experiments show that large flames of burning shrubs and tree canopies must be within 100 feet to ignite a home's wood exterior, while most destroyed homes ignite from smaller flames and directly from burning embers.²³ These research results suggest that addressing the conditions in the home ignition zone to significantly reduce home ignition potential can prevent WUI fire disaster. Reducing home ignition potential means addressing the ignitability of the structure rather than the immediate surroundings.



Source: Patrick T. Fallon / Agence France-Presse / Getty Images

An analysis of CAL FIRE data and Butte County property records shows that about 51% of the 350 single-family homes built after 2008 in the path of the Camp Fire were undamaged. By contrast, only 18% of the 12,100 homes built prior to 2008 escaped damage.²⁴ The homes built after 2008 were required to conform to 2008 Title 24, Chapter 7A of the California Building Standards Code which focused on construction of new buildings located within WUI and Fire Hazard Severity Zones. These 2008 wildfire risk mitigation requirements for new homes included materials such as fire-resistant

²² Cohen, *The Wildland-Urban Interface Fire Problem*, 23.

²³ Cohen, *The Wildland-Urban Interface Fire Problem*, 24.

²⁴ Dale Kasler and Phillip Reese. *In Camp Fire, Newer Houses Were Much Less Damaged*. The Sacramento Bee. April 11, 2019, updated January 9, 2024. <https://www.kqed.org/science/1940012/newer-%D8%8Cuses-much-less-damaged-in-camp-fire>. Accessed March 4, 2026.

roofs and siding, and construction methods for exterior wildfire protection. These wildfire risk mitigation requirements for new construction directly reduce home ignition potential and help homes constructed to the new standards survive undamaged.

Benefits of Reducing Home Ignition Potential Can Exceed Costs

The benefits of reducing home ignition potential through compliance with new construction requirements can exceed costs, with 90% of the benefits estimated from reduced property losses and insurance costs. The benefit-cost ratio (BCR) for complying with the 2015 International Wildland-Urban Interface Code (IWUIC) has been calculated by the National Institute of Building Science for a number of representative counties with moderate to extreme fire risk. Total benefits were calculated at \$3 billion and total costs at \$800 million, suggesting a BCR of approximately 4:1 or \$4 saved for every \$1 of additional construction and maintenance cost.²⁵

A national average BCR for retrofitting typical 2,000 square-foot existing homes plus nearby non-residential buildings (stores, schools, etc.) to 2018 IWUIC ignition-resistant construction and defensible space was also calculated. Benefits of retrofit exceed costs, with 93% of the benefits estimated from reduced property losses. Total benefits were calculated at \$430 billion and total costs at \$240 billion, equivalent to a national average BCR of 2:1 or \$2 saved for every \$1 of retrofit and maintenance costs.²⁶ The per-house retrofit cost is highly uncertain. The lowest average per-house retrofit cost would imply a much higher benefit-cost ratio, perhaps as high as 8:1, equivalent to an average of \$8 saved for every \$1 of retrofit cost.²⁷

Office of the State Fire Marshal Fire Hazard Severity Zone Mapping

California laws now require Fire Hazard Severity Zone (FHSZ) mapping.^{28,29,30} The need for FHSZ mapping arose from repeated occurrence of major destructive fires. The FHSZ maps are developed using a science-based and field-tested model that assigns a hazard score based on the factors that influence fire likelihood and fire behavior. There are three levels of hazard score: Moderate, High, and Very High. Many factors are

²⁵ National Institute of Building Science, *Natural Hazard Mitigation Saves*, 63.

²⁶ National Institute of Building Science, *Natural Hazard Mitigation Saves*, 114.

²⁷ National Institute of Building Science, *Natural Hazard Mitigation Saves*, 115.

²⁸ California Public Resources Code 4201-4204. <https://law.justia.com/codes/california/code-prc/division-4/part-2/chapter-1/article-9/>

²⁹ California Government Code 51175-89. <https://law.justia.com/codes/california/code-gov/title-5/division-1/part-1/chapter-6-8/section-51175/>

³⁰ California Code of Regulations Title 14, Section 1280.

<https://regulations.justia.com/states/california/title-14/division-1-5/chapter-7/subchapter-3/article-1/section-1280/>

considered such as fire history, existing and potential fuel (natural vegetation), predicted flame length, blowing embers, terrain, and typical fire weather for the area. FHSZ maps evaluate hazard, not risk. “Hazard” is based on the physical conditions that create a likelihood and expected fire behavior over a 30- to 50-year period without considering mitigation measures such as home hardening, recent wildfire, or fuel reduction efforts. “Risk” is the potential damage that a fire can do to the area under existing conditions, accounting for any modifications such as fuel reduction projects, defensible space, and ignition resistant building construction.³¹

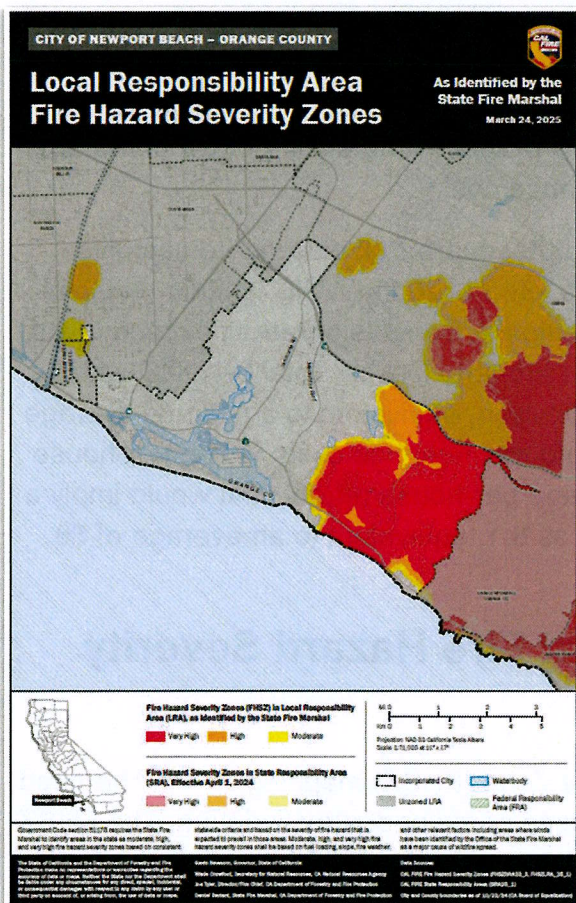


Figure 4 Example of an Orange County City LRA Fire Hazard Severity Zone Map

FHSZ mapping began with the State Responsibility Area (SRA), defined as a designated area in California where the state has primary responsibility for fire prevention and suppression. The SRA FHSZ mapping went into effect in April 2024. Since then, the Office has also been mapping Local Responsibility Areas (LRA), defined as a portion of land where local agencies, such as city or county fire departments, are responsible for wildfire protection. All Orange County FHSZ maps are accessible at the CAL FIRE website.³² Figure 4 shows an example of an Orange County city FHSZ map. Appendix C shows a screenshot of Orange County FHSZs using the CAL FIRE Find Your Fire Hazard Severity Zone viewer accessible at this CAL FIRE web address:³³

³¹ CAL FIRE. Office of the State Fire Marshal. Fire Hazard Severity Zones. Explore Fire Hazard Severity Zones. . <https://osfm.fire.ca.gov/what-we-do/community-wildfire-preparedness-and-mitigation/fire-hazard-severity-zones>. Accessed March 20, 2026.

³² CAL FIRE. Office of the State Fire Marshal. Fire Hazard Severity Zones in Local Responsibility Area. Phase 4. Orange County. <https://calfire.app.box.com/s/wahuw9ny7cgn89xpxh7092ur50r1pwvj/folder/312669458215>. Accessed March 12, 2026.

³³ CAL FIRE. Office of the State Fire Marshal. Fire Hazard Severity Zones. <https://osfm.fire.ca.gov/what-we-do/community-wildfire-preparedness-and-mitigation/fire-hazard-severity-zones>. Accessed March 12, 2026.

<https://experience.arcgis.com/experience/5065c998b4b0462f9ec3c6c226c610a9>.

Homeowners can enter their address in this viewer to find whether their property is located within a specific FHSZ.

How Fire Hazard Severity Zone Maps Impact Homeowners

FHSZ maps have no direct impact on insurance coverage. The CDI states that the FHSZ maps are intended to drive local planning decisions, not insurance decisions, and that FHSZ maps have nothing to do with insurance rating.³⁴

Though not used directly for insurance rating, FHSZ mapping does have significant indirect impacts. Properties located in High or Very High FHSZs are subject to certain legal requirements. New state building code requirements effective January 2026 for homes within a FHSZ or a WUI area include fire-resistant materials and construction methods. Buildings in these areas are subject to defensible space requirements. If you sell a home located in these areas, you are required to disclose fire risk and compliance to potential buyers using a specific form.

These regulations are in place to increase fire-resistance of communities and ensure property owners are aware of the risks involved in living in a wildfire-prone area.

California Wildland-Urban Interface Code Effective January 1, 2026

Title 24, Part 7 of the California Building Standards Code, also referred to as the 2025 California Wildland-Urban Interface Code (CWUIC),³⁵ became effective January 1, 2026.

Title 24, Part 7, Chapter 5, Special Building Construction Regulations establishes minimum standards to locate, design and construct buildings and structures or portions thereof for the protection of life and property, to resist damage from wildfires, and to mitigate building and structure fires from spreading to wildland fuels.³⁶ Chapter 5 requirements for construction within a FHSZ or a WUI area include:

- Specifications for fire-resistance-rated construction and non-combustible materials
- Ignition-resistant construction and material
- Replacement or repair of roof coverings

³⁴ California Department of Insurance. CAL FIRE Hazard Maps Do Not Affect Insurance Rates or Availability. <https://www.insurance.ca.gov/0400-news/0102-alerts/2025/CAL-FIRE-hazard-maps-do-not-affect-insu.cfm>. Accessed March 6, 2026.

³⁵ 2025 California Wildland-Urban Interface Code, Title 24, Part 7, 2024 IWUIC Amended, Effective Date: Jan 01, 2026. <https://codes.iccsafe.org/content/CAWUIC2025P2>. Accessed January 22, 2026.

³⁶ 2025 California Wildland-Urban Interface Code, Title 24, Part 7, 2024 IWUIC Amended, Effective Date: Jan 01, 2026. <https://codes.iccsafe.org/content/CAWUIC2025P2>. Accessed January 22, 2026.

Defensible Space Requirements and the New Ember-Resistant Zone 0

The State Board of Forestry and Fire Protection is responsible for the existing defensible space regulations³⁷ for buildings or structures located in the SRA or in Very High FHSZ in the LRA. If you have a home or building in the SRA or in the Very High FHSZ in the LRA, you are responsible for ensuring that your property complies with defensible space requirements to protect structures from wildfire. The Board of Forestry and Fire Protection webpages include an illustration of existing Defensible Space Zones 0, 1, and 2 (Figure 5), and links to Zones 0, 1, and 2 resources.³⁸

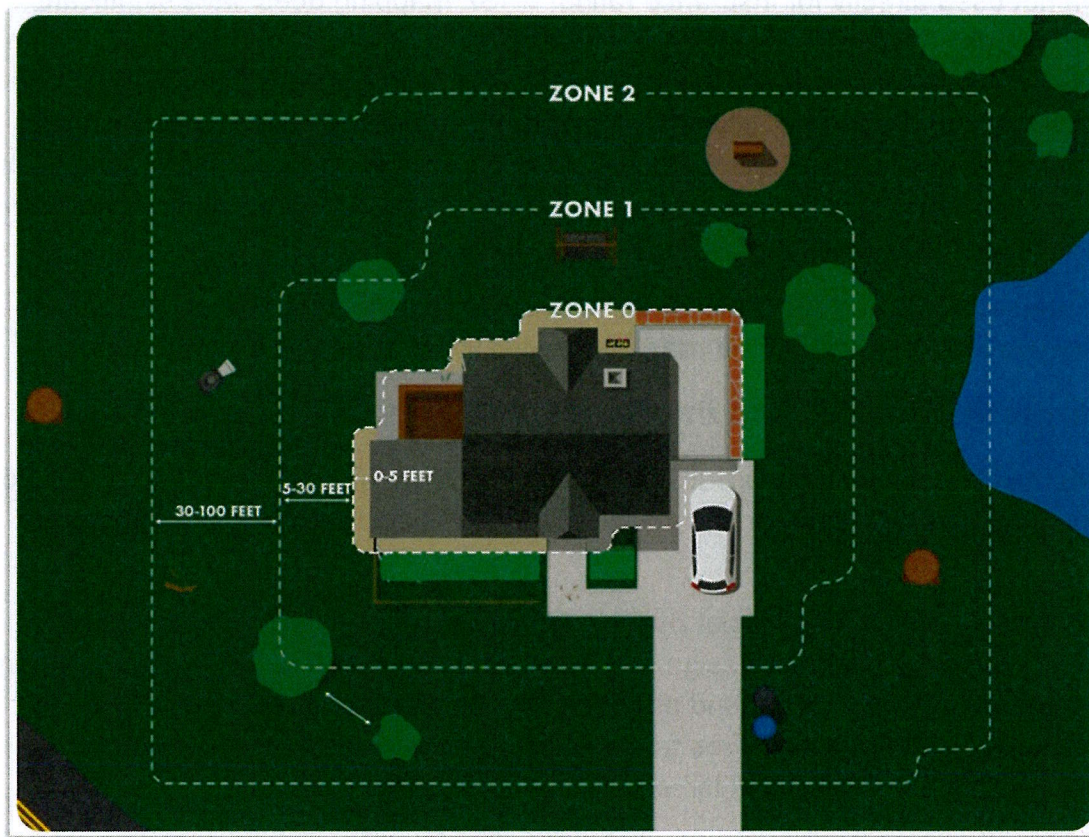


Figure 5 Board of Forestry and Fire Protection Defensible Zones 0, 1, and 2

It is important to note that “ember-resistant Zone 0” does not mean all vegetation, including trees, within 0-5 feet must be removed. New ember-resistant Zone 0

³⁷ California Public Resources Code Division 4 - Forests, Forestry and Range and Forage Lands Part 2 - Protection of Forest, Range and Forage Lands Chapter 3 - Mountainous, Forest-, Brush- and Grass-Covered Lands Section 4291. <https://law.justia.com/codes/california/code-prc/division-4/part-2/chapter-3/section-4291/>. Accessed January 14, 2026.

³⁸ State of California Board of Forestry and Fire Protection. <https://bof.fire.ca.gov/projects-and-programs/defensible-space-zones-0-1-and-2>. Accessed January 14, 2026.

vegetation options will be finalized later in 2026. The next public workshop meeting is scheduled for April 23, 2026. New ember-resistant Zone 0 requirements enhance existing defensible space requirements in High and Very High FHSZs in the LRA to create an ember-resistant zone within 0 to 5 feet of a building.³⁹ Compliance with existing or enhanced defensible space requirements addresses home ignition potential and reduces home ignitability. Reducing the ignitability of enough homes can break the WUI fire chain of events and help more homes escape destruction or survive undamaged.

AB38 Defensible Space Compliance Documentation and Disclosure

AB38 became effective in 2021, requiring sellers of property located in a High or Very High FHSZ to provide buyers with documentation stating the property complies with state defensible space requirements or local vegetation management ordinances, as applicable. The law provides that if documentation demonstrating compliance cannot be obtained by the close of escrow, a written agreement may be executed showing that the buyer agrees to obtain documentation of compliance within one year of the close of escrow.⁴⁰

The law also requires a Defensible Space Disclosure be provided by sellers of property located in a High or Very High FHSZ to buyers of homes constructed before January 1, 2010. The Disclosure must include specified information and a copy of a final inspection report, or information on where the report may be obtained. A sample Defensible Space Disclosure notice is reproduced at Appendix D.

California Homeowners Insurance Crisis

Devastating property losses and casualties resulting from numerous wildfires in California WUI areas and other natural disasters beginning in 2018 have precipitated a continuing homeowners insurance crisis. Beginning in 2022 and 2023, insurers began dramatically raising California homeowners fire insurance premiums in what were considered wildfire risk areas, and some insurers began to stop issuing policies in high-risk areas or withdraw from the California homeowners' insurance market altogether. Like many homeowners throughout the state that are severely impacted by the insurance crisis, many Orange County homeowners are also impacted.

³⁹ Board of Forestry and Fire Protection. Summary of October 2025 Draft Zone 0 Regulation Language. <https://34c031f8-c9fd-4018-8c5a-4159cdf6b0d-cdn-endpoint.azureedge.net/-/media/bof-website/projects-and-programs/defensible-space-zones-0-1-2/october-zone-0-summary-and-rule-plead.pdf?rev=927f9551dc7b4f15b8263671cca15ef2&hash=F80F2C5451370BB3C855E38CCCC516D4>. Accessed February 17, 2025.

⁴⁰ Assembly Bill 38, Wood. Fire safety: low-cost retrofits: regional capacity review: wildfire mitigation. Approved October 2, 2019. [California-2019-AB38-Chaptered](#)

Actions have been taken by the state legislature and the CDI during the last three years to strengthen the property insurance market, increase insurer commitments to write more policies in wildfire-distressed areas, and provide a framework to support homeowners in securing premium reductions from insurers when they take specific actions to reduce their community- and property-level wildfire risk.⁴¹ Despite these actions, many homeowners remain vulnerable to dramatic policy premium increases, nonrenewal, or the inability to secure traditional insurance coverage.

A recent New York Times article⁴² cites a 2023 California Association of Realtors survey wherein “nearly 7 percent of realtors surveyed...said that they had deals fall out of escrow that year because buyers couldn’t find adequate, affordable coverage.” As further cited in the article: “The percentage of realtors reporting that they had deals fall through for lack of insurance has more than doubled since 2023, to 16.6 percent.”

Unabated Growth of the California FAIR Plan

The continuing statewide insurance crisis is further demonstrated by the unabated growth in California FAIR Plan residential insurance policies. The FAIR Plan provides

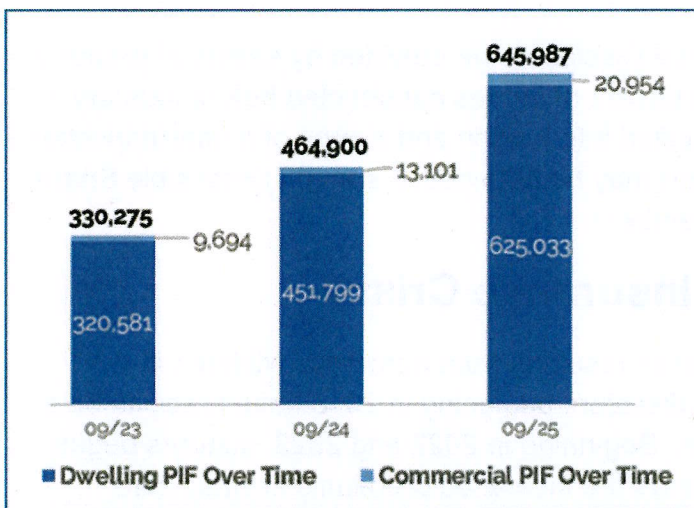


Figure 6 Total FAIR Plan Dwelling and Commercial Policies Have Increased, September 2023 to September 2025

basic fire insurance coverage for eligible high-risk properties when such coverage is demonstrated by the applicant to be unavailable in the traditional insurance market.⁴³ FAIR Plan coverage is limited, relatively expensive, and is the insurer of last resort for these properties. During the period from September 2023 to September 2025, the number of FAIR Plan residential dwelling policies in force (PIF) increased from 320,581 to 625,033 as shown at

⁴¹ California Department of Insurance. Sustainable Insurance Strategy. <https://ains.assembly.ca.gov/system/files/2023-12/insurance-commissioner-ricardo-lara-california-sustainable-insurance-strategy-presentation-to-assembly-insurance-committee-12-13-2023.pdf>. Accessed January 29, 2026.

⁴² New York Times. *California Promised Insurance Relief, But Delivered Loopholes*. November 1, 2025. <https://www.nytimes.com/2025/11/01/us/los-angeles-california-fire-insurance-regulations.html>. Accessed March 25, 2026.

⁴³ The California FAIR Plan. <https://www.cfpnet.com/>. Accessed March 25, 2026.

Figure 6.⁴⁴ FAIR Plan data for Orange County residential policies in 2022 is shown in Appendix E.

The FAIR Plan is a syndicated fire insurance pool comprised of all insurers licensed to conduct property and casualty business in California. The FAIR Plan was established by statute⁴⁵ in August 1968 as an insurance placement facility and all licensed property/casualty insurers that write basic property insurance are required to be members of the FAIR Plan. The FAIR Plan issues policies on behalf of its member companies, and each member company participates in the profits, losses, and expenses of the FAIR Plan in direct proportion to its market share of business written in the state. The FAIR Plan is not a state agency or public entity; it does not receive public or taxpayer funding. As the total number of FAIR Plan policies continues to grow unabated, so does the financial strain on the overall FAIR Plan fire insurance pool.

Insurance Relief for Homeowners: Safer from Wildfires Insurance Regulation

The first of the wildfire safety regulatory incentives was the Safer from Wildfires regulation enacted in fall 2022.⁴⁶ Safer from Wildfires requires insurers to offer premium discounts based, in part, on mandatory factors including community-level wildfire risk mitigation designations and property-level wildfire risk mitigation efforts. Every action taken under Safer from Wildfires qualifies applicants and policyholders for insurance discounts.

Safer from Wildfires: Community-Level Wildfire Risk Mitigation

There are two examples of community-level wildfire risk mitigation designations listed in the Safer from Wildfire regulation: 1) Fire Risk Reduction Community Listing⁴⁷ approved by the Board of Forestry and Fire Protection, and 2) Firewise USA Site Designation⁴⁸ approved by the National Fire Protection Association. Other examples of community-level wildfire risk mitigation designations include local Fire Safe Council supported by the California Fire Safe Council, Community Wildfire Protection Plan supported by the

⁴⁴ Key Statistics & Data. The California FAIR Plan. <https://www.cfpnet.com/key-statistics-data/>. Accessed March 25, 2026.

⁴⁵ California Insurance Code sections 10090 et seq. <https://law.justia.com/codes/california/code-ins/division-2/part-1/chapter-9/section-10090/>. Accessed April 21, 2026.

⁴⁶ California Code of Regulations, Title 10, Section 2644.9

⁴⁷ Fire Risk Reduction Community listed by the Board of Forestry and Fire Protection pursuant to Public Resources Code Section 4290.1. <https://bof.fire.ca.gov/projects-and-programs/fire-risk-reduction-community-list>. Accessed February 10, 2026.

⁴⁸ Firewise USA program managed by National Fire Protection Association (NFPA). <https://www.nfpa.org/Education-and-Research/Wildfire/Firewise-USA>. Accessed April 21, 2026.

U.S. Fire Administration, and the Wildfire Prepared Neighborhood™ Pilot Program⁴⁹ being launched by the Insurance Institute for Business & Home Safety (IBHS).

Safer from Wildfires: Property-Level Wildfire Risk Mitigation

Safer from Wildfires also requires insurers to offer premium discounts based, in part, on the reduced wildfire risk resulting from each and every property-level wildfire risk mitigation action. These individual property-level wildfire risk mitigation efforts include measures addressing the immediate surroundings of a building and building hardening. The IBHS offers homeowner guidance based on its research,⁵⁰ and a property-level Wildfire Prepared Home™ designation⁵¹ that recognizes mitigation measures addressing both immediate surroundings and home hardening.

Safer from Wildfires: Property-Level Measures Addressing Immediate Surroundings - Defensible Space

The following measures are specified in Safer from Wildfires to address the immediate surroundings of a building. Each of these actions qualifies for insurance discount:

- a. Clearing of vegetation and debris from under decks
- b. Clearing of vegetation, debris, mulch, stored combustible materials, and any and all movable combustible objects from the area within five (5) feet of the building
- c. Use of only noncombustible materials in any improvements to the property, including fences and gates situated within five (5) feet of the building
- d. Removal or absence of combustible structures, including sheds and other outbuildings, from the area within thirty (30) feet of the building or as much of such area as is under the control of the applicant or policyholder
- e. Whether the property upon which the building is situated complies with state or local defensible space requirements, as applicable

Safer from Wildfires: Property-Level Building Hardening Measures

The following building hardening measures are specified in Safer from Wildfires. Each of these actions qualifies for insurance discount:

- a. Class-A fire rated roof
- b. Enclosed eaves

⁴⁹ Institute for Business & Home Safety. Wildfire Prepared Neighborhood Pilot Program. <https://wildfireprepared.org/wildfire-prepared-neighborhood-pilot-program/>. Accessed March 19, 2026.

⁵⁰ IBHS Research. *Wildland Fire Embers and Flames: Home Mitigations That Matter*. April 2023. <https://ibhs1.wpenginepowered.com/wp-content/uploads/Home-Mitigations-that-Matter-FINAL.pdf>. Accessed February 10, 2026.

⁵¹ Institute for Business & Home Safety. Wildfire Prepared Home: Take Proven Steps to Reduce Your Risk. <https://wildfireprepared.org/>. Accessed March 19, 2026.

- c. Fire-resistant vents
- d. Multipane windows, including dual pane windows, or functional shutters, which when closed, cover the entire window and do not have openings
- e. At least six (6) inches of noncombustible vertical clearance at the bottom of the exterior surface of the building, measured from the ground up

Safer from Wildfires: Optional Factors

The Safer from Wildfires regulation also incorporates other optional factors that are substantially related to risk of wildfire loss. These optional factors may include, but are not limited to: fuel, slope, access, aspect, structural characteristics, wind, and other community-level or property-level mitigation efforts, or designations as recommended by a state or local fire safety agency or organization as reducing wildfire risk.

Reducing Wildfire and Insurance Risk: AB888 The California Safe Homes Grant Program

AB888 established the California Safe Homes Grant Program in October 2025 to be developed and administered by the Department of Insurance for the purpose of achieving the following goals:

- (1) Reducing local and statewide wildfire losses
- (2) Improving insurability and resilience of vulnerable communities
- (3) Home hardening of insurable properties to mitigate wildfire risk and enable consumers to get access to insurance premium incentives offered by insurance companies and in alignment with the department's rules.

Eligible California Safe Home Grant Program applicants include qualifying individuals and qualifying cities, counties, and special districts. For individuals, grant funds may be awarded if the following criteria are met:

- (1) The property of the applicant is covered by an admitted insurer or the California FAIR Plan
- (2) The property of the applicant is in a ZIP Code that overlaps with a High or Very High FHSZ.
- (3) The income of the applicant is no higher than the low-income limit for the county in which they reside

As of January 1, 2026, the Department of Insurance was developing the grant application portal and planned to begin accepting California Safe Homes Grant applications in spring 2026.⁵²

Our Shared Responsibilities

Orange County Fire Authority (OCFA)

OCFA serves all unincorporated areas of Orange County and its 23 Orange County member cities. The OCFA Board of Directors is made up of elected officials from the County and its member cities. The 11 Orange County cities that are not served by OCFA have their own city fire departments, i.e., their own fire service agencies having jurisdiction. The list of OCFA member cities and other Orange County fire service agencies is included at Appendix F.

OCFA education and outreach programs are comprehensive. Online materials and event scheduling is accessible at their website. and a staff of seven community education specialists and a community education supervisor are available to coordinate and attend events. The Wildfire Preparedness⁵³ webpages cover multiple topic areas including:

- Ready, Set, Go!
- Home Assessment
- Defensible Space Disclosure Inspection
- Pest Control (tree pests management)
- Immediate Zone
- FHSZ Maps
- Insurance
- Contractors (specializing in wildfire preparedness)

OCFA takes a systematic approach to mitigating risk through its Community Risk Reduction Department (formerly Fire Prevention). OCFA Community Risk Reduction (CRR) staff identifies community risks, collaborates with developers, agencies, and residents to build and maintain safe communities.⁵⁴ In addition to the extensive Wildland Preparedness webpages, the CRR department webpages include a section on Wildland & Vegetation with specific information for homeowners in wildland interface areas. The CRR department supports homeowners' risk reduction efforts by providing an online

⁵² CalMatters. California homeowners could qualify for grants for new roofs and fire safety. January 1, 2026. <https://calmatters.org/economy/2026/01/california-safe-homes-grants/>. Accessed February 17, 2026.

⁵³ Orange County Fire Authority. Wildfire Preparedness. <https://ocfa.org/ready-set-go/>. Accessed February 24, 2026.

⁵⁴ Orange County Fire Authority. About Us. Departments. <https://ocfa.org/about-us/departments/community-risk-reduction/>. Accessed February 24, 2026.

home assessment tool⁵⁵ that covers the basics of both home hardening and defensible space principles. The online assessment tool guides the homeowner through a series of questions and ends with the opportunity to receive an emailed report providing recommendations for fire mitigation strategies. Before beginning the online questionnaire, homeowners are given the option to request an in-person home assessment with an OCFA Fire Prevention Specialist.

Fire Hazard Severity Zone Survey Results - Local Governments and Fire Service Agencies

This investigation included a survey of Orange County cities to gather information about their efforts to reduce risk of wildfire in WUI areas and their outreach programs for homeowners. The Grand Jury invited 34 Orange County cities to respond to the survey and received 28 responses. Of these 28 responses, 20 were from various city departments, and eight were from city fire departments.

The Orange County cities that responded to the survey reported having from zero to 100% of their city land area within Moderate, High, or Very-High FHSZs. Reported land areas may not match each individual city's FHSZ map. A summary of the survey results for city area reported in FHSZs are shown at Figure 7:

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⁵⁵ Orange County Fire Authority. Home Assessment Tool. <https://ocfa.org/ready-set-go/home-assessment/>. Accessed February 24, 2026.

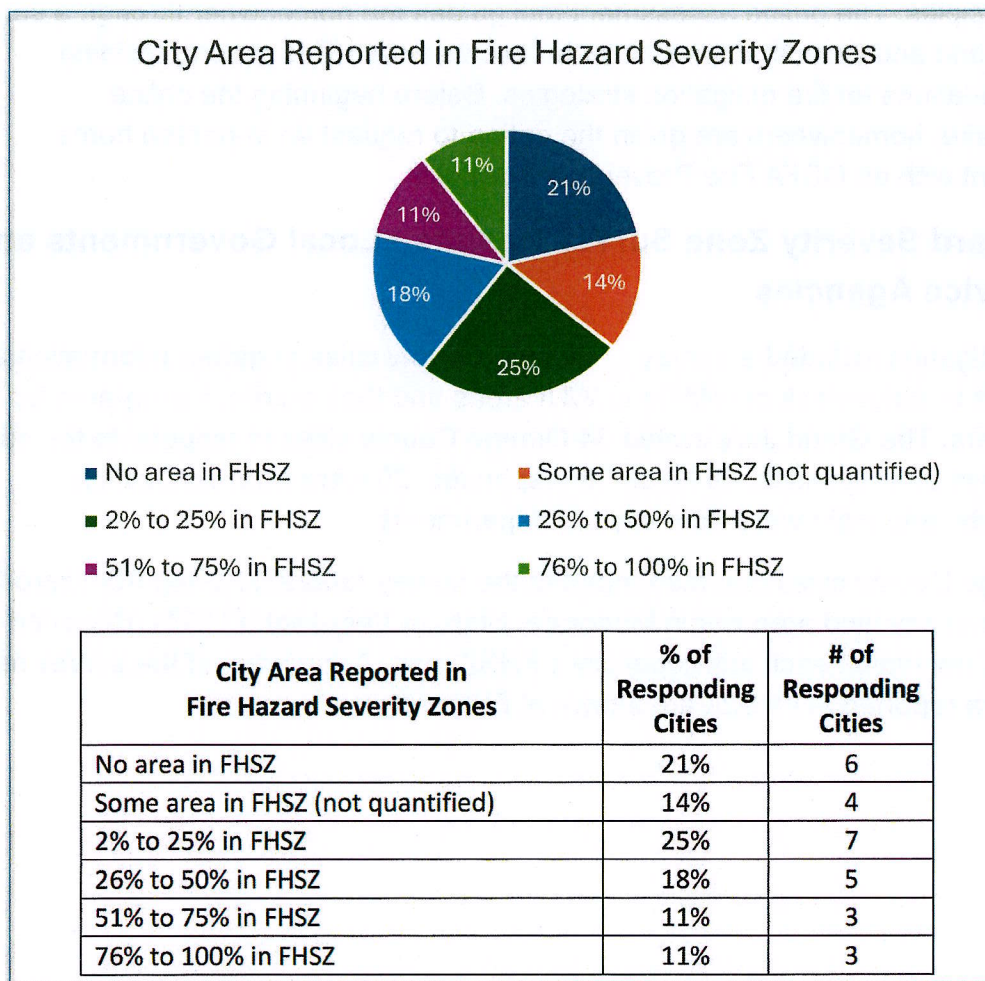


Figure 7 City Area Reported in Fire Hazard Severity Zones

11 of 28 responding cities reported having achieved or have applications pending approval for community-level wildfire risk mitigation designations. Achievement of community-level wildfire risk mitigation designations is a significant way local governments, local fire departments, unincorporated areas, and special districts can reduce wildfire and insurance risk for their residents. A summary of the survey results for cities that have achieved or applied for community-level wildfire risk mitigation designation are shown at Figure 8.

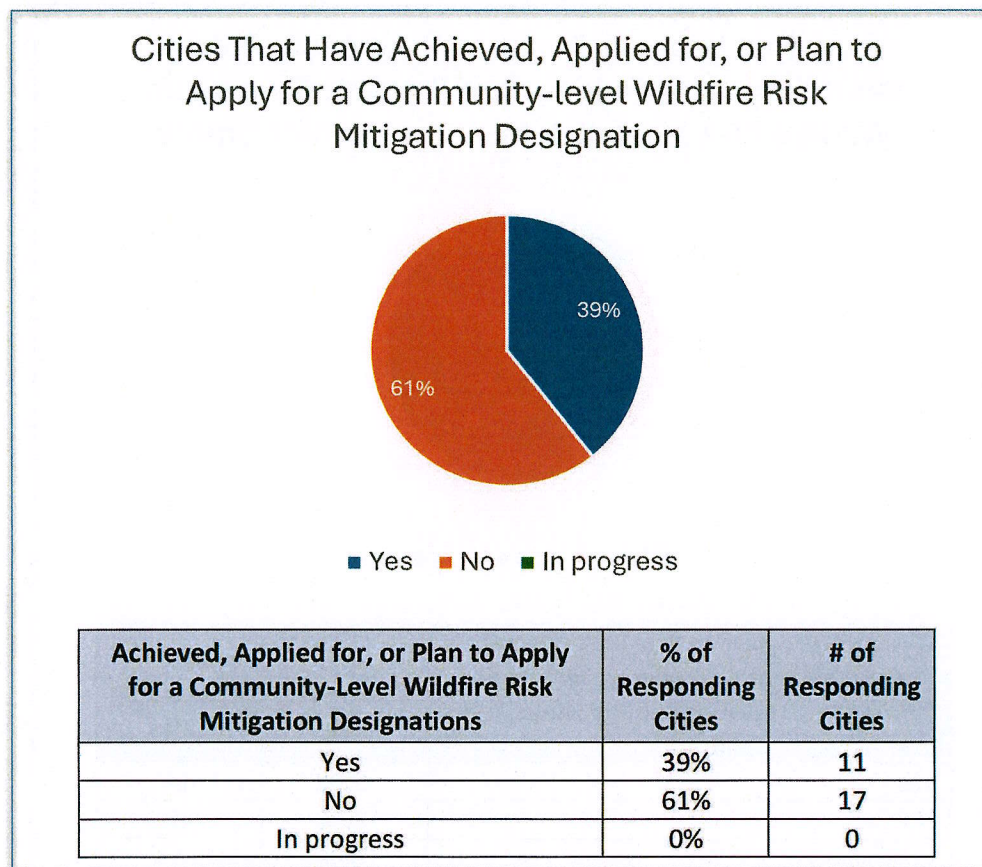


Figure 8 Cities Reporting Achieved, Applied for, or Plan to Apply for a Community-Level Wildfire Risk Mitigation Designation

16 of 28 responding cities reported having an outreach program that provides information and guidance to property owners on wildfire risk mitigation measures and grant programs. A summary of the survey results on cities reporting whether they have these outreach programs in place are shown at Figure 9. These outreach programs are needed to help homeowners achieve awareness and ability to plan and take actions required to reduce individual and community wildfire and insurance risk.

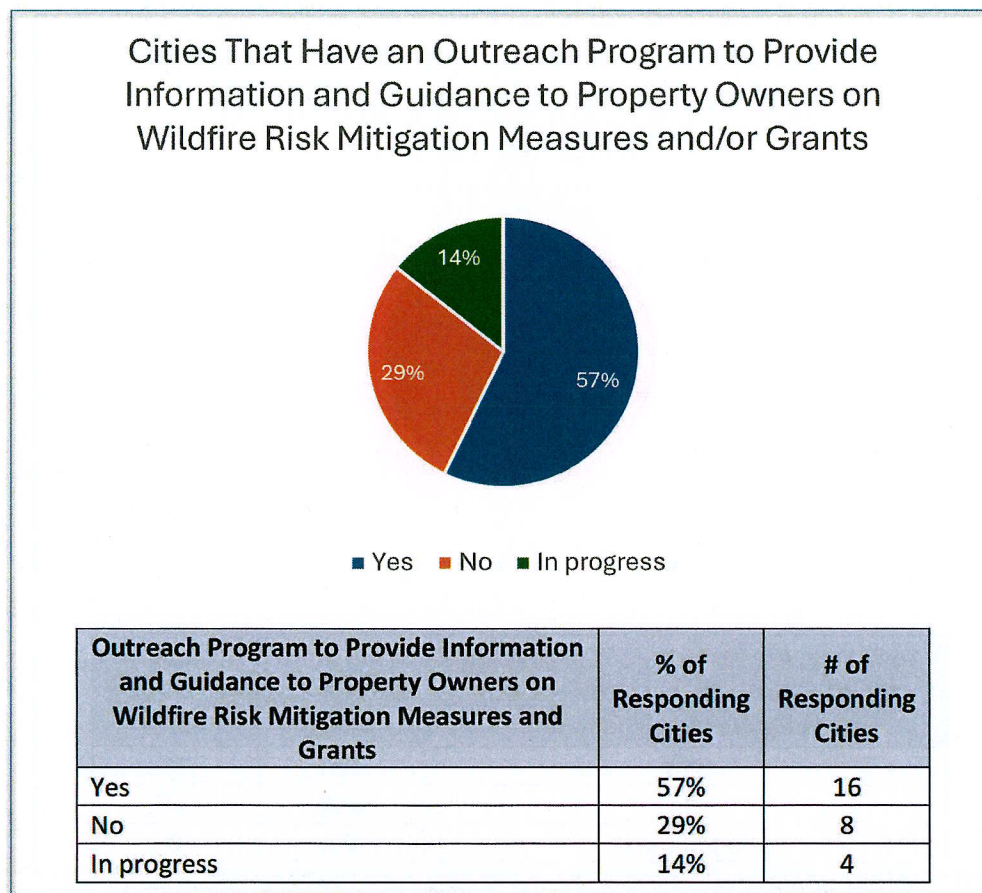


Figure 9 Cities Reporting Outreach Program to Provide Information and Guidance to Property Owners on Wildfire Risk Mitigation Measures and/or Grants

11 of the 16 cities reported having their own outreach programs, are Orange County Fire Authority (OCFA) member cities, and referred to one or more of OCFA's comprehensive programs and resources (see Figure 10). While OCFA member cities' use of OCFA outreach programs and resources is efficient and beneficial to their residents, the availability of a direct local contact at the city who is knowledgeable and can provide even a minimum of information and guidance on wildfire mitigation resources would help remove barriers to homeowners' actions to reduce wildfire risk.

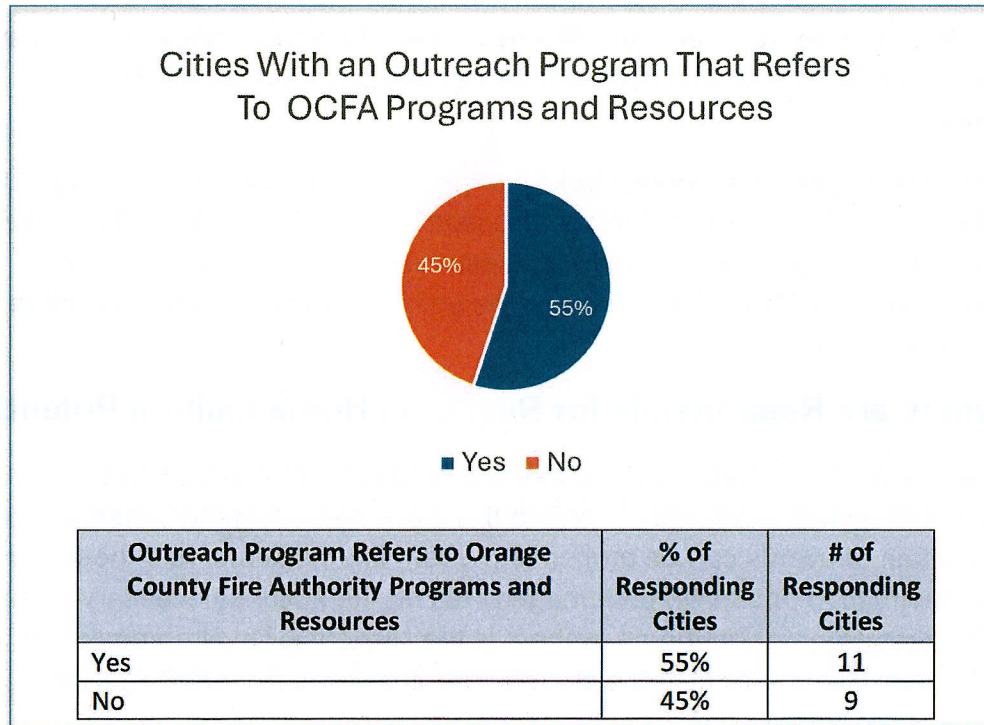


Figure 10 Cities Reporting Their Outreach Program Refers to Orange County Fire Authority Outreach Programs and Resources

Orange County Homeowners Associations Play an Important Role

According to the California Community Managers Association, there are 4,927 homeowners associations (HOA) in Orange County, and 82% of Orange County residents live in HOAs.⁵⁶ These HOAs communicate directly with their residents, and thus have the ability to mobilize people and resources to effectively achieve and maintain community-level wildfire risk mitigation designations and reduce their residents' homeowner insurance premiums.

HOAs are the local contact for their residents, and through their architectural and landscape standards can effectively communicate information on home hardening and defensible space requirements. HOAs often host community leaders and local fire service agencies for fire prevention workshops and other outreach events for HOA residents. Their local contact function can also provide information and organize opportunities to volunteer and support local fire prevention overall through activities such as Citizens Brigade⁵⁷ and Bike Brigade.⁵⁸ These HOA-hosted workshops, outreach

⁵⁶ California Association of Community Managers. Estimated number of residents living in HOAs based on average of 2010-2014 Census reports of 3.04 persons per household. www.cacm.org.

⁵⁷ *Weathered: After the LA Firestorm*. PBS, KCET, 2026.

⁵⁸ Ellis, Rebecca. Los Angeles Times. January 10, 2026. *Topanga Canyon felt abandoned. So residents are banding together to fight fire.* <https://www.latimes.com/california/story/2025-01-10/topanga-canyon-felt-abandoned-so-residents-are-banding-together-to-fight-fire>. Accessed March 6, 2026.

events, and local contact functions are effective means to help homeowners achieve awareness and ability to plan and take actions necessary to reduce wildfire and insurance risk.

HOAs often have significant responsibility for large open space areas of Orange County that can total hundreds of acres of fuel modification zones. The HOAs' collaborative role with local fire service agencies in managing these fuel modification zones is as important as their role with HOA residents in the shared responsibilities for wildfire and insurance risk reduction.

Homeowners are Responsible for Reducing Home Ignition Potential

Fire science research has demonstrated that ignition-resistant homes can survive wildfire without firefighter protection.⁵⁹ Where there are enough ignition-resistant homes, the WUI fire chain of events can be broken to prevent fire disasters, and these homes can escape destruction or survive undamaged. Taking the actions necessary to make homes ignition resistant to windborne embers is the responsibility of homeowners. The role of the homeowner is critical in the shared responsibilities for reducing wildfire and insurance risk in WUI areas.

Homeowners need support from local governments and fire service agencies to achieve the awareness and ability to plan and take actions necessary to make homes ignition resistant. This support is most effectively delivered through local outreach programs; effective communications in outreach programs have been found to be the more local, personalized efforts such as one-on-one consultation with fire experts, townhall events, small workshops, tours, and demonstrations.⁶⁰ For example, provision of in-person or online home assessments that result in written recommendations to homeowners for specific wildfire risk mitigation actions. Documentation of the recommended actions taken can then be presented to homeowners' insurers for the insurance discounts required by Safer from Wildfires.

Safer from Wildfires home hardening and defensible space measures protect homes and communities, save homeowners, local governments, and fire authorities as well as insurance companies from catastrophic loss while also providing discounts for homeowners' insurance premiums.

Reducing wildfire risk in the wildland-urban interface helps ensure that insurance coverage remains accessible. California's wildfire and insurance crisis demands coordinated action from local governments and fire authorities, communities, and homeowners to reduce risk of wildfire.

⁵⁹ Cohen, *The Wildland-Urban Interface Fire Problem*, 23.

⁶⁰ Gammanco, *The Return of Conflagration*, 34.

FINDINGS

In accordance with California Penal Code Sections 933 and 933.05, the 2025-2026 Orange County Grand Jury requires (or, as noted, requests) responses from each agency affected by the findings presented in this section. The responses are to be submitted to the Presiding Judge of the Superior Court.

Based on its investigation “Wildfires Hit Home” the 2025-2026 Orange County Grand Jury has arrived at the following six findings:

- F1** More frequent and severe wildfires driven by increasingly hotter, drier, and windier conditions in the Orange County wildland-urban interface are escalating impacts on financial and non-financial resources. Among the financial costs are dramatic increases in homeowners’ insurance premiums, nonrenewals, and inabilities to obtain insurance.
- F2** Actions that address conditions in the home ignition zone to significantly reduce ignition potential can prevent a community wildland-urban interface fire disaster or suburban conflagration.
- F3** Expanded engagement with the community to raise awareness and provide support regarding home hardening and defensible space will increase effectiveness of wildfire risk mitigation and insurance risk reduction efforts.
- F4** Achievement of community-level and property-level wildfire risk mitigation designations (such as Firewise USA Site, Fire Risk Reduction Community or Insurance Institute for Business and Home Safety certification) lessens wildfire risk and helps reduce insurance premium costs.
- F5** All county residents should be made aware that Safer from Wildfire regulation requires insurers to provide discounts to homeowners and communities that implement home hardening and defensible space measures regardless of whether a property is located within a Fire Hazard Severity Zone.
- F6** AB888, California Safe Homes Grant Program, provides financial assistance to eligible homeowners, cities, counties, and special districts for home hardening and defensible space measures. Applying for and using these grant funds will reduce wildfire losses and improve insurability and resilience of vulnerable communities.

RECOMMENDATIONS

In accordance with California Penal Code Sections 933 and 933.05, the 2025-2026 Orange County Grand Jury requires (or, as noted, requests) responses from each agency affected by the recommendations presented in this section. The responses are to be submitted to the Presiding Judge of the Superior Court.

Based on its investigation described herein, the 2025-2026 Orange County Grand Jury makes the following recommendations:

- R1** By December 31, 2026, the Orange County Board of Supervisors should plan to host a county-wide annual wildfire prevention fair for the County and all cities and fire service agencies, including Orange County Fire Authority, to showcase respective wildfire outreach programs, and for the first annual wildfire prevention fair to be scheduled no later than December 31, 2027. [F1, F2, F3, F4, F5, F6]
- R2** By December 31, 2026, cities and fire service agencies, including Orange County Fire Authority should commit to participation in a county-wide annual wildfire prevention fair planned by the Orange County Board of Supervisors to showcase wildfire prevention outreach programs. [F1, F2, F3, F4, F5, F6]
- R3** By December 31, 2026, cities, unincorporated areas, special districts, and fire service agencies in High and Very-High Fire Hazard Severity Zones should initiate planning activities to achieve community-level wildfire risk mitigation designations and/or establish a local Fire Safe Council within one year. [F4, F5, F6]
- R4** By December 31, 2026, to ensure city residents are engaged and aware of wildfire risk reduction resources, OCFA member and non-member cities should provide information, develop their own outreach program, and establish a direct contact person(s) for their residents. This is in addition to whatever referrals or references made to OCFA outreach programs. [F1, F2, F3, F4, F5, F6]

COMMENDATIONS

Yorba Linda Water District

The 2025-26 Orange County Grand Jury extends its special thanks to the Yorba Linda Water District (YLWD) for providing two tours of its facilities, including their non-portable Heli-Hydrants™. The YLWD with foresight and planning installed three Heli-Hydrant™

facilities. One of the tanks was the first to be installed in Southern California. These innovative tanks enable fire department helicopters to access water more quickly and efficiently, improving helicopter firefighting capabilities in areas where wildland vegetation and human development intersect, such as in the Yorba Linda service area.



Source: 2025-2026 Grand Jury

Newport Beach Fire Department

The 2025-2026 Orange County Grand Jury acknowledges and recognizes the Newport Beach Fire Department for their outstanding and continuing efforts to lead the Southern California region in dedication and adherence to the highest level of fire protection and safety. They are a role model for other cities in Orange County and elsewhere. In 2024, the Insurance Services Office honored Newport Beach Fire Department as a Top Tier Class 1 fire agency through its Public Protection Classification Program. Newport Beach Fire Department shares the Top Tier Class 1 designation with only about 1% of the top fire departments nationwide.

The Grand Jury particularly commends Newport Beach Fire Prevention leadership, who generously dedicated time and expertise to share insights from their extensive knowledge of fire science.

REQUIRED RESPONSES

California Penal Code Section 933 requires the governing body of any public agency which the Grand Jury has reviewed, and about which it has issued a final report, to comment to the Presiding Judge of the Superior Court on the findings and recommendations pertaining to matters under the control of the governing body. Such comment shall be made no later than 90 days after the Grand Jury publishes its report (filed with the Clerk of the Court). Additionally, in the case of a report containing findings and recommendations pertaining to a department or agency headed by an elected County official (e.g., District Attorney, Sheriff, etc.), such elected County official shall comment on the findings and recommendations pertaining to the matters under that elected official's control within 60 days to the Presiding Judge with an information copy sent to the Board of Supervisors.

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

§933

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

§933.05.

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

- (1) The respondent agrees with the finding.*
- (2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons, therefore.*
- (b) For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:*
- (1) The recommendation has been implemented, with a summary regarding the implemented action.*
- (2) The recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation.*
- (3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.*
- (4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation, therefore.*
- (c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the board of supervisors shall respond if requested by the grand jury, but the response of the board of supervisors shall address only those budgetary or personnel matters over which it has some decision-making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.*

The Orange County Grand Jury requires the following responses:

Orange County Board of Supervisors	90 Day Response Required
Findings:	F1, F2, F3, F4, F5, F6
Recommendations:	R1, R2, R3

Orange County Fire Authority Board of Directors 90 Day Response Required
Findings: F1, F2, F3, F4, F5, F6
Recommendations: R2, R3

City of Aliso Viejo 90 Day Response Required
Findings: F1, F2, F3, F4, F5, F6
Recommendations: R2, R3, R4

City of Anaheim 90 Day Response Required
Findings: F1, F2, F3, F4, F5, F6
Recommendations: R2, R3, R4

City of Brea 90 Day Response Required
Findings: F1, F2, F3, F4, F5, F6
Recommendations: R2, R3, R4

City of Buena Park 90 Day Response Required
Findings: F1, F2, F3, F4, F5, F6
Recommendations: R2, R3, R4

City of Costa Mesa 90 Day Response Requested
Findings: F1, F2, F3, F4, F5, F6
Recommendations: R2, R4

City of Cypress 90 Day Response Requested
Findings: F1, F2, F3, F4, F5, F6
Recommendations: R2, R4

City of Dana Point

Findings:

Recommendations:

90 Day Response Requested

F1, F2, F3, F4, F5, F6

R2, R4

City of Fountain Valley

Findings:

Recommendations:

90 Day Response Requested

F1, F2, F3, F4, F5, F6

R2, R4

City of Fullerton

Findings:

Recommendations:

90 Day Response Requested

F1, F2, F3, F4, F5, F6

R2, R4

City of Garden Grove

Findings:

Recommendations:

90 Day Response Requested

F1, F2, F3, F4, F5, F6

R2, R4

City of Huntington Beach

Findings:

Recommendations:

90 Day Response Requested

F1, F2, F3, F4, F5, F6

R2, R4

City of Irvine

Findings:

Recommendations:

90 Day Response Required

F1, F2, F3, F4, F5, F6

R2, R3, R4

City of La Habra

Findings:

Recommendations:

90 Day Response Required

F1, F2, F3, F4, F5, F6

R2, R3, R4

Wildfires Hit Home

City of La Palma

Findings:

Recommendations:

90 Day Response Requested

F1, F2, F3, F4, F5, F6

R2, R4

City of Laguna Beach

Findings:

Recommendations:

90 Day Response Required

F1, F2, F3, F4, F5, F6

R2, R3, R4

City of Laguna Hills

Findings:

Recommendations:

90 Day Response Required

F1, F2, F3, F4, F5, F6

R2, R3, R4

City of Laguna Niguel

Findings:

Recommendations:

90 Day Response Required

F1, F2, F3, F4, F5, F6

R2, R3, R4

City of Laguna Woods

Findings:

Recommendations:

90 Day Response Required

F1, F2, F3, F4, F5, F6

R2, R3, R4

City of Lake Forest

Findings:

Recommendations:

90 Day Response Required

F1, F2, F3, F4, F5, F6

R2, R3, R4

City of Los Alamitos

Findings:

Recommendations:

90 Day Response Requested

F1, F2, F3, F4, F5, F6

R2, R4

City of Mission Viejo

Findings:

Recommendations:

90 Day Response Required

F1, F2, F3, F4, F5, F6

R2, R3, R4

City of Newport Beach

Findings:

Recommendations:

90 Day Response Required

F1, F2, F3, F4, F5, F6

R2, R3, R4

City of Orange

Findings:

Recommendations:

90 Day Response Required

F1, F2, F3, F4, F5, F6

R2, R3, R4

City of Placentia

Findings:

Recommendations:

90 Day Response Requested

F1, F2, F3, F4, F5, F6

R2, R4

City of Rancho Santa Margarita

Findings:

Recommendations:

90 Day Response Required

F1, F2, F3, F4, F5, F6

R2, R3, R4

City of San Clemente

Findings:

Recommendations:

90 Day Response Required

F1, F2, F3, F4, F5, F6

R2, R3, R4

City of San Juan Capistrano

Findings:

Recommendations:

90 Day Response Required

F1, F2, F3, F4, F5, F6

R2, R3, R4

Wildfires Hit Home

City of Santa Ana

Findings:

Recommendations:

90 Day Response Required

F1, F2, F3, F4, F5, F6

R2, R3, R4

City of Seal Beach

Findings:

Recommendations:

90 Day Response Requested

F1, F2, F3, F4, F5, F6

R2, R4

City of Stanton

Findings:

Recommendations:

90 Day Response Requested

F1, F2, F3, F4, F5, F6

R2, R4

City of Tustin

Findings:

Recommendations:

90 Day Response Required

F1, F2, F3, F4, F5, F6

R2, R3, R4

City of Villa Park

Findings:

Recommendations:

90 Day Response Required

F1, F2, F3, F4, F5, F6

R2, R3, R4

City of Westminster

Findings:

Recommendations:

90 Day Response Requested

F1, F2, F3, F4, F5, F6

R2, R4

City of Yorba Linda

Findings:

Recommendations:

90 Day Response Required

F1, F2, F3, F4, F5, F6

R2, R3, R4

Acronyms

AB	Assembly Bill
B	Brush
BCR	Benefit Cost Ratio
CAL FIRE	California Department of Forestry and Fire Protection
CAL OES	California Governor's Office of Emergency Services
CC	Contract Counties
CDI	California Department of Insurance
CRR	Community Risk Reduction
CWUIC	California Wildland-Urban Interface Code
FAIR	Fair Access to Insurance Requirement
FEMA	Federal Emergency Management Agency
FHDS	Fire Hardening and Defensible Space
FHSZ	Fire Hazard Severity Zone
G	Grass
HOA	Homeowners Association
IBHS	Insurance Institute for Business & Home Safety®
IWUIC	International Wildland-Urban Interface Code
LRA	Local Responsibility Area
NFPA	National Fire Protection Association
OCFA	Orange County Fire Authority
P&C	Property and Casualty
PIF	Policies in Force
SB	Senate Bill
SRA	State Responsibility Area
USDA	United States Department of Agriculture

Wildfires Hit Home

USFS	United States Forest Service
WRAP	Wildfire Risk Reduction and Asset Protection
WUI	Wildland-Urban Interface
YLWD	Yorba Linda Water District

Glossary

Aspect	Compass direction that a slope or terrain surface faces, influencing sunlight exposure, temperature, and vegetation.
Catastrophic loss	A sudden, severe, and often, widespread event resulting in extreme financial, loss of life, or permanent injury.
Class-A roof	Highest fire resistance classification for a roof assembly, signifying its effectiveness against severe fire exposure.
Conflagration	A particularly large and destructive fire; in the built environment, this may describe a fire that spreads via structure to structure.
Defensible space	Buffer zone created and managed between buildings and surrounding wildland area to protect buildings from embers, flames, or heat, slow or stop wildfire spread, and help ensure safety of firefighters.
Ember	Small piece of burning or glowing fragment from a fire.
Ember-resistant	Refers to features that reduce the risk of ignition from embers.
Ember spot ignition	Refers to one of the principal ways homes can ignite during extreme WUI fires, by embers directly on a house.
Firebrands	Refers to airborne embers; pieces of burning wood.
Firewise USA	Program administered by NFPA® and co-sponsored by the USDA Forest Service and the National Association of State Foresters.
Fuel modification zone	Designated area where vegetation is managed to reduce wildfire risk for protection of homes and communities.
Fuel reduction	Management of vegetation to reduce risk of wildfires.
Heli-Hydrant™	Patented rapid-fill water tank system for helicopter firefighting operations.
Home hardening	Utilizing building materials, construction methods and maintenance practices to increase resistance to ignition from fire exposure.
Home ignition potential	Susceptibility of a home and its immediate surroundings within 100 feet (thirty meters) to ignite during a wildfire.
Home ignition zone	A home and its immediate surroundings within 100 feet (thirty meters).

Ignition	Process leading to the onset of a sustained combustion reaction; “start of a fire.”
Ignition-resistant	Refers to materials and construction methods designed to resist ignition or sustained flaming combustion; difficult to catch fire when exposed to direct flame or heat.
Wildland fuels	Burnable plant materials that can act as fuel during wildfires, including grasses, shrubs, trees, dead leaves, and fallen pine needles.
Zone 0	Ember-resistant defensible space within the first five feet around a structure, required for properties in State Responsibility Area or Very High Fire Hazard Severity Zone in the Local Responsibility Area.

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California Insurance Code § 2644.9

California Insurance Code sections 10090 et seq. <https://law.justia.com/codes/california/code-ins/division-2/part-1/chapter-9/section-10090/>

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Appendix A

CAL FIRE Wildfire Data

Top 20 Deadliest California Wildfires

	FIRE NAME (CAUSE)	DATE	COUNTY	ACRES	STRUCTURES	DEATHS
1	CAMP FIRE (Powerlines)	November 2018	Butte	153,336	18,804	85
2	GRIFFITH PARK (Unknown)	October 1933	Los Angeles	47	0	29
3	TUNNEL - Oakland Hills (Rekindle)	October 1991	Alameda	1,600	2,900	25
4	TUBBS (Electrical)	October 2017	Napa & Sonoma	36,807	5,643	22
5	EATON (Under Investigation)*	January 2025	Los Angeles	14,021	9,413	19
6	NORTH COMPLEX (Lightning)	August 2020	Butte, Plumas, & Yuba	313,935	2,352	15
7	CEDAR (Human Related)	October 2003	San Diego	273,246	2,820	15
8	RATTLESNAKE (Arson)	July 1953	Glenn	1,340	0	15
9	PALISADES (Under Investigation)*	January 2025	Los Angeles	23,707	6,833	12
10	LOOP (Unknown)	November 1966	Los Angeles	2,028	0	12
11	HAUSER CREEK (Human Related)	October 1943	San Diego	13,145	0	11
12	INAJA (Human Related)	November 1956	San Diego	43,904	0	11
13	IRON ALPS COMPLEX (Lightning)	August 2008	Trinity	105,855	10	10
14	REDWOOD VALLEY (Power Lines)	October 2017	Mendocino	36,323	544	9
15	HARRIS (Undetermined)	October 2007	San Diego	90,440	548	8
16	CANYON (Unknown)	August 1965	Los Angeles	22,197	0	8
17	CARR (Human Related)	July 2018	Shasta County, Trinity	229,651	1614	8
18	LNU Lightning Complex (Lightning / Arson)	August 2020	Napa/Sonoma/Yolo/Stamislau/ Lake	363,220	1,491	6
19	ATLAS (Powerline)	October 2017	Napa & Solano	51,624	781	6
20	OLD (Human Related)	October 2003	San Bernardino	91,281	1,003	6

** Fires with the same death count are listed by most recent. Several fires have had 4 fatalities, but only the most recent are listed.

***This list does not include fire jurisdiction. These are the Top 20 regardless of whether they were state, federal, or local responsibility.



Source: CalFire Redbook Data

Figure 11 Top 20 Deadliest California Wildfires

Top 20 Most Destructive California Wildfires

FIRE NAME (CAUSE)	DATE	COUNTY	ACRES	STRUCTURES	DEATHS
1 CAMP (Powerlines)	November 2018	Butte	153,336	18,804	85
2 EATON (Under Investigation) *	January 2025	Los Angeles	14,021	9,413	19
3 PALISADES (Under Investigation) *	January 2025	Los Angeles	23,707	6,833	12
4 TUBBS (Electrical)	October 2017	Napa & Sonoma	36,807	5,636	22
5 TUNNEL - Oakland Hills (Rekindle)	October 1991	Alameda	1,600	2,900	25
6 CEDAR (Human Related)	October 2003	San Diego	273,246	2,820	15
7 NORTH COMPLEX (Lightning)	August, 2020	Butte, Plumas, & Yuba	318,935	2,352	15
8 VALLEY (Electrical)	September 2015	Lake, Napa & Sonoma	76,067	1,955	4
9 WITCH (Powerlines)	October 2007	San Diego	197,990	1,650	2
10 WOOLSEY (Electrical)	November 2018	Ventura	96,949	1,643	3
11 CARR (Human Related)	July 2018	Shasta County, Trinity	229,651	1,614	8
12 GLASS (Undetermined)	September 2020	Napa & Sonoma	67,484	1,520	0
13 LNU LIGHTNING COMPLEX (Lightning/Arson)	August 2020	Napa, Solano, Sonoma, Yolo, Lake, & Colusa	363,220	1,491	6
14 CZU LIGHTNING COMPLEX (Lightning)	August 2020	Santa Cruz, San Mateo	86,509	1,490	1
15 NUNS (Powerline)	October 2017	Sonoma	54,382	1,355	3
16 DIXIE (Powerline)	July 2021	Butte, Plumas, Lassen, & Tehama	963,309	1,311	1
17 THOMAS (Powerline)	December 2017	Ventura & Santa Barbara	281,893	1,063	2
18 CALDOR (Under Investigation)	September 2021	Alpine, Amador, & El Dorado	221,774	1,003	1
19 OLD (Human Related)	October 2003	San Bernardino	91,281	1,003	6
20 JONES (Undetermined)	October 1999	Shasta	26,200	954	1

"Structures" include homes, outbuildings (barns, garages, sheds, etc) and commercial properties destroyed.
This list does not include fire jurisdiction. These are the Top 20 regardless of whether they were state, federal, local or tribal responsibility.
*Numbers not final *DINS Disclaimer: These numbers are preliminary based on aerial assessments dedicating heat sources which can include chicken coops, outbuildings, sheds, water containers, etc. *Validated inspections are currently being ground-verified by Damage Assessment Teams.

 7/25/2025

Source: CalFire Redbook Data

Figure 12 Top 20 Most Destructive California Wildfires

Wildfires Hit Home

Incident #	County	Fire Name	Date		Direct Protection Area	Acres Burned	Vegetation Type	Cause	Structures		Fatalities	
			Start	Contained					Destroyed	Damaged	Firefighters	Civilians
ORC-127883	ORANGE RIVERSIDE	AIRPORT	9/9/24	10/5/24	CC	23,526	B, G	EQUIPMENT	160	34		
CNF-405	ORANGE	JIM	3/2/22	3/9/22	USFS	553	B, G	HUMAN				
ORC-136890	ORANGE	BOND	12/2/20	12/11/20	CC	6,686	B, G	STRUCTURE	31	21		
ORC-121612	ORANGE	BLUE RIDGE	10/26/20	11/7/20	CC	13,694	B, G	UNDETERMINED	1	12		
ORC-121364	ORANGE	SILVERADO	10/26/20	11/7/20	CC	12,466	B, G	UNDER INVESTIGATION	5	11		
CNF-2664	ORANGE RIVERSIDE	HOLY	8/6/18	9/14/18	USFS	23,025	B, G	ARSON	24	18		
ORC-110494	ORANGE	CANYON 2	10/9/17	10/17/17	CC	9,217	B, G	MISCELLANEOUS	25	55		
ORC-1478	ORANGE	CANYON	9/25/17	10/3/17	CC	2,662	B, G	MISCELLANEOUS	7			
CNF-2873	ORANGE	SILVERADO	9/12/14	9/20/14	USFS	985	B	UNDETERMINED				
ORC-045067	ORANGE	CARBON CANYON	7/7/11	7/8/11	CALFIRE/CC	508	B	UNDETERMINED				

Notes:
 B = Brush
 G = Grass
 CC = Contract Counties
 USFS = United States Forest Service
 Source: CalFire Redbook Data

Figure 13 Large Fires 300 Acres and Greater - State and Contract Counties Direct Protection Area

Year	County	Fire Name	Total	A < 0.25 Acres	B 0.26 - 9.99 Acres	C 10 - 99 Acres	D 100 - 299 Acres	E 300 - 999 Acres	F 1000 - 4999 Acres	G > 5000 Acres
2024	Orange	Airport	39	31	5	1	1	0	0	1
2023	Orange	-	28	18	10	0	0	0	0	0
2022	Orange	Jim	30	23	4	0	2	1	0	0
2021	Orange	-	7	5	2	0	0	0	0	0
2020	Orange	Bond, Blue Ridge, Silverado	45	33	7	2	0	0	0	3
2019	Orange	-	46	36	7	2	1	0	0	0
2018	Orange	Holy	57	49	5	0	2	0	0	1
2017	Orange	Canyon, Canyon 2	71	56	12	1	0	0	1	1
2016	Orange	-	42	33	4	5	0	0	0	0
2015	Orange	-	3	2	1	0	0	0	0	0
2014	Orange	Silverado	8	6	1	0	0	1	0	0
2013	Orange	-	13	12	1	0	0	0	0	0
2012	Orange	-	19	16	2	1	0	0	0	0
2011	Orange	Carbon Canyon	10	9	0	0	0	1	0	0
2010	Orange	-	7	1	5	1	0	0	0	0
2009	Orange	-	10	6	0	3	1	0	0	0
2008	Orange	-	8	6	2	0	0	0	0	0
2008 - 2024	Annualized	-	26.1	20.1	4.0	0.9	0.4	0.2	0.1	0.4

Yellow highlight signifies named fires including fires that span both Orange and Riverside counties
 Source: CalFire Redbook Data

Figure 14 Orange County Wildfires by Size

Appendix B

Safer from Wildfires Flyer

Being
Safer from Wildfires
Can Help With Your Insurance



Safer from Wildfires is a ground-up approach to wildfire resilience with three layers of protection — for the structure, the immediate surroundings, and the community. Following these achievable steps can help you save money on your insurance.



Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

CAL FIRE
CALIFORNIA
FIRE

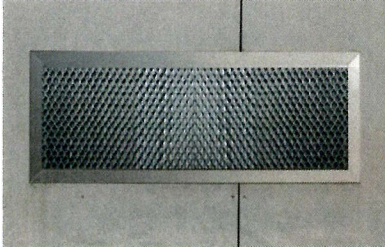
PUBLIC UTILITIES COMMISSION

Safer from Wildfires was created by an interagency partnership between Insurance Commissioner Ricardo Lara and the emergency response and readiness agencies in Governor Gavin Newsom's administration. Learn more at insurance.ca.gov

Figure 15 Safer from Wildfires Flyer, Page 1

3 Ways to Get Started with **Safer from Wildfires**

Don't know where to start? Here are 3 low-cost steps you can take today.



Keep embers out

Installing 1/16 to 1/8 inch noncombustible, corrosion-resistant metal mesh screens over attic vents can keep wind-blown embers out of your house.



Clear the first 5 feet

Removing greenery and replacing wood chips with stone or decomposed granite 5 feet around your home prevents fire from getting a foot in the door.



Be safer together

With Firewise USA, communities as small as 8 dwelling units or as big as 2,500 can create an action plan and start being safer together. Firewise USA is a nationally recognized program with proven results, sponsored by the National Fire Prevention Association.

Do more, save more

Every action under **Safer from Wildfires** will qualify you for an insurance discount. By doing more, you can save more.

- Class A fire-rated roof
- 5-foot ember-resistant zone around the structure
- Noncombustible 6 inches at the bottom of walls
- Ember- and fire-resistant vents
- Double pane windows or added shutters
- Enclosed eaves
- Cleared vegetation and debris from under decks
- Move sheds and outbuildings at least 30 feet away
- Trim trees and remove brush in compliance with state and local defensible space laws
- Neighborhoods can form a Firewise USA community
- Cities, counties, and local districts can become certified as a Fire Risk Reduction Community

Scan to find more resources



Figure 16 Safer from Wildfires Flyer, Page 2

Appendix C

Fire Hazard Severity Zone Map of Orange County

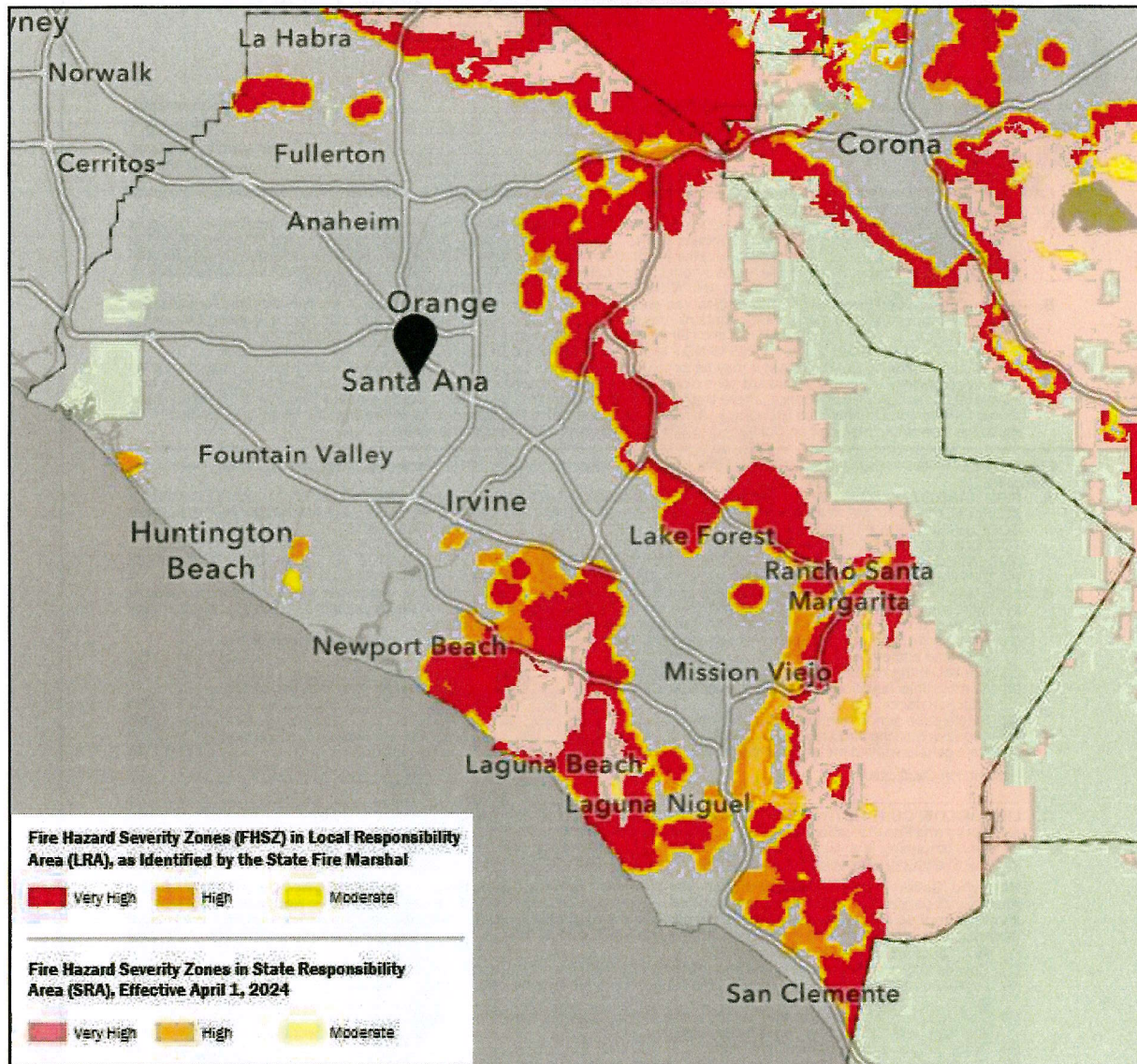
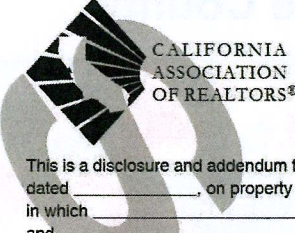


Figure 17 Fire Hazard Severity Zone Map of Orange County

Appendix D



**FIRE HARDENING AND DEFENSIBLE SPACE
DISCLOSURE AND ADDENDUM**
 (C.A.R. Form FHDS, Revised 6/25)

This is a disclosure and addendum to the Purchase Agreement, OR ☐ Other _____ ("Agreement"),
 dated _____, on property known as _____ ("Property"),
 in which _____ is referred to as Buyer,
 and _____ is referred to as Seller.

1. LAW APPLICABILITY: If this property does not meet the conditions stated in **paragraph 1A or 1B**, there is no requirement to complete the subsequent applicable paragraphs.

A. Home Fire Hardening Disclosure: The Notice and disclosure of vulnerabilities in **paragraph 2** are only required for sellers of residential properties if: (i) the Property contains one to four units; (ii) the seller is required to complete a Transfer Disclosure Statement (C.A.R. Form TDS or MHTDS); (iii) the Property is located in either a **high or very high** fire hazard severity zone; and (iv) the improvement(s) on the Property were constructed before January 1, 2010. IF ANY OF THESE FOUR CONDITIONS IS NOT MET, SELLER DOES NOT HAVE TO ANSWER THE QUESTIONS IN **PARAGRAPH 2B AND 2C**.

B. Defensible Space Compliance: The disclosures and requirements specified in **paragraph 3** are only required for sellers of residential properties if: (i) the Property contains one to four units; (ii) the seller is required to complete a Transfer Disclosure Statement (C.A.R. Form TDS or MHTDS); and (iii) the Property is located in either a **high or very high** fire hazard severity zone. IF ANY OF THESE THREE CONDITIONS IS NOT MET, **PARAGRAPH 3 DOES NOT HAVE TO BE COMPLETED**.

C. Fire Hazard Severity Zone Status: It may be possible to determine if a property is in a **high or very high** fire hazard severity zone by consulting with a natural hazard zone disclosure company or reviewing the company's report. This information may also be available through a local agency where this information should have been filed. Cal Fire has a "Fire Hazard Severity Zone Viewer" where you can input the Property address to determine which fire hazard zone, if any, that the Property is located in. A link to the viewer can be found on Cal Fire's website at <https://www.fire.ca.gov/dspace/>.

2. FIRE HARDENING DISCLOSURE (☐ Property is built on or after January 1, 2010. Paragraphs 2B and 2C do not have to be completed):

A. FIRE HARDENING STATUTORY NOTICE: "THIS HOME IS LOCATED IN A HIGH OR VERY HIGH FIRE HAZARD SEVERITY ZONE AND THIS HOME WAS BUILT BEFORE THE IMPLEMENTATION OF THE WILDFIRE URBAN INTERFACE BUILDING CODES WHICH HELP TO FIRE HARDEN A HOME. TO BETTER PROTECT YOUR HOME FROM WILDFIRE, YOU MIGHT NEED TO CONSIDER IMPROVEMENTS. INFORMATION ON FIRE HARDENING, INCLUDING CURRENT BUILDING STANDARDS AND INFORMATION ON MINIMUM ANNUAL VEGETATION MANAGEMENT STANDARDS TO PROTECT HOMES FROM WILDFIRES, CAN BE OBTAINED ON THE INTERNET WEBSITE [HTTP://WWW.READYFORWILDFIRE.ORG](http://WWW.READYFORWILDFIRE.ORG)".

B. FIRE HARDENING VULNERABILITIES: Are you (Seller) aware of the following features that may make the home vulnerable to wildfire and flying embers (Seller is not obligated to explain or clarify their responses to questions 2B(1)-2B(6), whether they answer "yes" or "no." Voluntary explanation/clarification is permitted but not required).

(1) Eave, soffit, and roof ventilation where the vents have openings in excess of one-eighth of an inch or are not flame and ember resistant.....	☐ Yes ☐ No
(2) Roof coverings made of untreated wood shingles or shakes.....	☐ Yes ☐ No
(3) Combustible landscaping or other materials within five feet of the home and under the footprint of any attached deck.....	☐ Yes ☐ No
(4) Single pane or non-tempered glass windows.....	☐ Yes ☐ No
(5) Loose or missing bird stopping or roof flashing.....	☐ Yes ☐ No
(6) Rain gutters without metal or noncombustible gutter covers.....	☐ Yes ☐ No

Explanation/Clarification: _____

C. LIST OF LOW COST RETROFITS: The following is a list of low cost retrofits developed and listed by the California Department of Forestry and Fire Protection (CAL FIRE) and the California Governor's Office of Emergency Services (OES). More information on home hardening is available at readyforwildfire.org. A list of low cost retrofits with dynamic links can be found at <https://readyforwildfire.org/wp-content/uploads/2025/04/Low-Cost-Retrofit-Flyer-Handout-.pdf>.

Have you (Seller) completed any of the following low-cost retrofits during the time you have owned the property? (If the retrofit was partially completed or only applied to a portion of the identified feature, or if similar work was performed, or if your response below needs clarification, provide the explanation/clarification below. If you are unsure if the retrofit item was completed or satisfied the conditions specified, check "No", and provide any explanation/clarification below.)

(1) Roof replaced with Class A fire-rated roof.....	☐ Yes ☐ No
(2) Spaces between roof covering and sheathing blocked with non-combustible materials (bird stops).....	☐ Yes ☐ No
(3) Installation of noncombustible gutter cover on gutters to prevent the accumulation of leaves and debris in the gutter.....	☐ Yes ☐ No
(4) Covered chimney and stovepipe outlets with a noncombustible corrosion-resistant metal mesh screen (spark arrestor), with 3/8 inch to 1/2 inch openings.....	☐ Yes ☐ No
(5) Install ember and flame-resistant vents.....	☐ Yes ☐ No
(6) Caulk and plug gaps greater than 1/8-inch around exposed rafters and blocking to prevent ember intrusion into the attic or other enclosed spaces.....	☐ Yes ☐ No
(7) Inspect exterior siding for dry rot, gaps, cracks, and warping. Caulk or plug gaps greater than 1/8-inch in siding and replace any damaged boards, including those with dry rot.....	☐ Yes ☐ No
(8) Install weather-stripping to gaps greater than 1/8-inch between garage doors and door frames to prevent ember intrusion. The weather-stripping must be compliant with UL Standard 10C.....	☐ Yes ☐ No
(9) Replace windows with multi-paned windows that have at least one pane of tempered glass.....	☐ Yes ☐ No
(10) Replace siding or deck using compliant noncombustible, ignition-resistant, or other OSFM Wildland Urban Interface (WUI) Products.....	☐ Yes ☐ No

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FHDS REVISED 6/25 (PAGE 1 OF 2)

Buyer's Initials _____ / _____ Seller's Initials _____ / _____



FIRE HARDENING AND DEFENSIBLE SPACE DISCLOSURE AND ADDENDUM (FHDS PAGE 1 OF 2)

Figure 18 Fire Hardening and Defensible Space Disclosure, Page 1

- (11) Cover openings to operable skylights with a noncombustible metal mesh screen with openings in the screen not to exceed 1/8 inch. ☐ Yes ☐ No
- (12) Install a minimum 6-inch metal flashing, applied vertically on the exterior of the wall at the deck-to-wall intersection to protect the combustible siding material. ☐ Yes ☐ No

Explanation/Clarification: _____

3. DEFENSIBLE SPACE DISCLOSURE AND ADDENDUM: (Paragraph 3 is only required to be completed if all three conditions in paragraph 1B are met; the Defensible Space Decision Tree (C.A.R. Form DSDT) may be consulted for additional information on how to complete this paragraph):

A. LOCAL COMPLIANCE REQUIREMENTS: The Property ☐ IS, ☐ is NOT subject to a local vegetation management ordinance requiring defensible space around an improvement on the Property. (Paragraphs 3B and 3C must be completed regardless of the answer to paragraph 3A if the conditions in paragraph 1B are met.)

B. SELLER REPRESENTATION OF PROPERTY COMPLIANCE with the applicable State defensible space requirement or local vegetation management ordinance (hereafter, State or local defensible space law) at the time of Seller signature:

(1) Seller is UNWARE of whether the Property is in compliance with the applicable State or local defensible space law. Seller does NOT have a report prepared by an Authorized Defensible Space Inspector.

OR (2) ☐ Property IS in compliance with State or local defensible space law, whichever is applicable. If ONLY State law applies, Seller must have obtained compliance within the last 6 months. Seller shall Deliver to Buyer documentation of compliance within 3 (or _____) Days after Seller's execution of this FHDS form or the time specified in paragraph 3N(1) of the Agreement, whichever occurs last. If this paragraph is checked, also check paragraph 3C(5) below.

OR (3) ☐ Property is NOT in compliance with State or local defensible space law, whichever is applicable. If Seller has, or agrees to obtain, a report prepared by an Authorized Defensible Space Inspector, Seller shall Deliver such report to Buyer within 3 (or _____) Days after Seller's execution of this FHDS form or the time specified in paragraph 3N(1) of the Agreement, whichever occurs last.

C. BUYER AND SELLER AGREEMENT REGARDING WHICH PARTY SHALL OBTAIN COMPLIANCE WITH APPLICABLE STATE OR LOCAL DEFENSIBLE SPACE REQUIREMENTS:

(1) **BUYER RESPONSIBILITY – NO LOCAL ORDINANCE.** Buyer shall obtain documentation of compliance with the State defensible space law within one year of Close Of Escrow.*

OR (2) ☐ **BUYER RESPONSIBILITY – LOCAL VEGETATION MANAGEMENT ORDINANCE IN EFFECT** which requires compliance as a result of a sale of the Property. The local ordinance allows either Seller or Buyer to obtain documentation of compliance. Buyer shall comply with the requirements of the ordinance after Close Of Escrow.

OR (3) ☐ **BUYER RESPONSIBILITY – LOCAL VEGETATION MANAGEMENT ORDINANCE IN EFFECT** which does NOT require compliance as a result of a sale of the Property. Buyer shall obtain documentation of compliance with the State defensible space law within one year of Close Of Escrow,* or if applicable comply with the local requirement after Close Of Escrow.

OR (4) ☐ **SELLER RESPONSIBILITY – LOCAL VEGETATION MANAGEMENT ORDINANCE IN EFFECT** which requires compliance as a result of a sale of the Property. The local ordinance requires Seller to obtain documentation of compliance prior to Close of Escrow. Seller shall obtain documentation of compliance prior to the time for Buyer's final verification of condition.

OR (5) ☐ **SELLER RESPONSIBILITY – STATE OR LOCAL COMPLIANCE ALREADY COMPLETE.** If ONLY state law applies, Seller has obtained documentation of compliance with State defensible space requirement within the last 6 months. For either State or local law, Seller shall Deliver documentation of compliance to Buyer.

OR (6) ☐ **SELLER RESPONSIBILITY – AGREEMENT TO OBTAIN STATE COMPLIANCE.** Seller shall obtain documentation of compliance and Deliver to Buyer prior to the time for Buyer's final verification of condition.

D. The local agency from which a copy of the documentation in paragraph 3B(2), 3B(3), 3C(4), 3C(5), or 3C(6), as applicable, may be obtained is _____, which may be contacted at _____.

* The requirement to provide documentation of compliance with State defensible space requirements only applies if there is a state or local agency, or other governmental entity, or qualified non-profit entity in the jurisdiction where the Property is located that is authorized to inspect the Property and provide documentation of compliance ("Authorized Defensible Space Inspector").

- 4. ☐ FINAL INSPECTION REPORT DISCLOSURE:** The Property was newly constructed, or was rebuilt following damage by a fire and the construction required a permit, and Seller has obtained a final inspection report addressing compliance with home fire hardening recommended building standards as described in Government Code § 51182. Seller has a copy of the report, and it is attached, or ☐ Seller does not have a copy of the report and Buyer may obtain a copy at _____.

Seller represents that Seller has provided the answers on paragraphs 2B and 3B of this form based on Seller's awareness on the date of Seller's signature below, and the answers on paragraph 2C are accurate. Seller acknowledges receipt of this Fire Hardening and Defensible Space Disclosure and Addendum and agrees to the applicable terms in paragraph 3C.

Seller _____ Date _____

Seller _____ Date _____

By signing below, Buyer acknowledges that they have received a copy of this Fire Hardening and Defensible Space Disclosure and Addendum, and they have read and understand the form and agree to the terms in paragraph 3C.

Buyer _____ Date _____

Buyer _____ Date _____

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FIRE HARDENING AND DEFENSIBLE SPACE DISCLOSURE AND ADDENDUM (FHDS PAGE 2 OF 2)

Figure 19 Fire Hardening and Defensible Space Disclosure, Page 2

Appendix E

California Department of Insurance Data

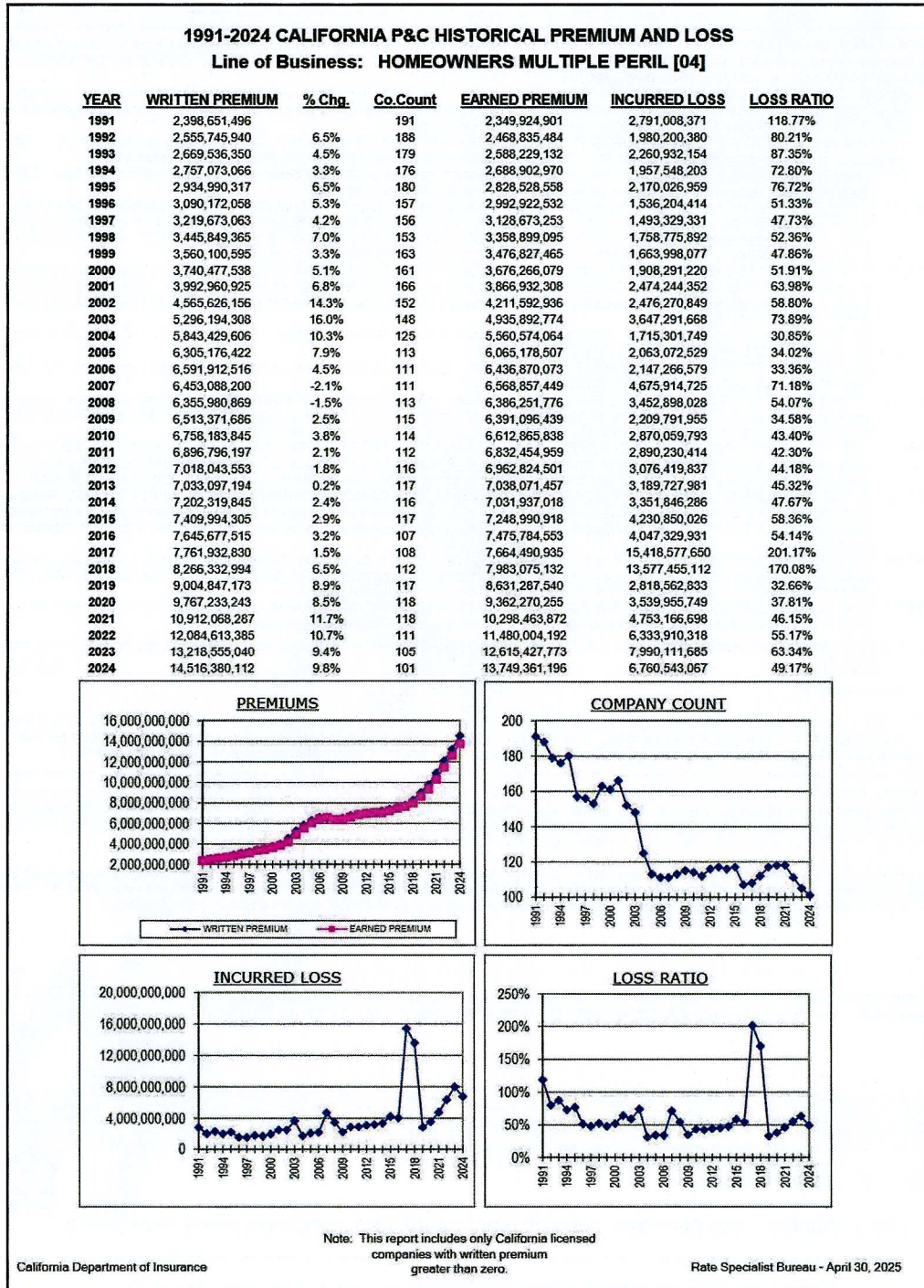


Figure 20 California Property and Casualty Insurance Company Homeowners Premium and Loss

Zip Code	Fire Hazard Severity Zone	CDI Wildfire Distress Area	City	Vanity City or Location	Residential Dwellings Insured by Voluntary Market	Residential Dwellings Insured by FAIR Plan	Percentage of Residential Dwellings Insured by FAIR Plan
90620	None		Buena Park		10,826	20	0.2%
90621	VH, H, M, None		Buena Park	Los Coyotes CC	3,863	19	0.5%
90623	None		La Palma		3,701	7	0.2%
90630	None		Cypress		10,692	22	0.2%
90631	VH, H, M, None		La Habra	Westridge CC	12,999	274	2.1%
90680	None		Stanton		3,591	9	0.3%
90720	None		Los Alamitos		5,821	4	0.1%
90740	None		Seal Beach		4,741	6	0.1%
90742	None		Huntington Beach	Sunset Beach	303	4	1.3%
90743	None		Seal Beach	Surfside	139	2	1.4%
92602	VH, H, M, None		Irvine	Loma Ridge	5,755	23	0.4%
92603	VH, H, M, None		Irvine	Turtle Rock, Shady Canyon	4,115	20	0.5%
92604	None		Irvine		4,660	3	0.1%
92606	None		Irvine		3,195	1	0.0%
92610	VH, H, M, None		Lake Forest	Foothill Ranch	2,996	41	1.4%
92612	H, M, None		Irvine	William R. Mason Regional Park	1,574	1	0.1%
92614	None		Irvine		3,102	4	0.1%
92617	M, None		Irvine	UCI	993	0	0.0%
92618	VH, H, M, None		Irvine	Laguna Alta, Borrego Canyon	9,789	17	0.2%
92620	VH, H, M, None		Irvine	Stonegate	12,171	11	0.1%
92624	H, M, None		Dana Point	Capistrano Beach	2,255	4	0.2%
92625	VH, H, M, None		Newport Beach	Corona Del Mar	4,423	7	0.2%
92626	None		Costa Mesa		8,817	4	0.0%
92627	H, M, None		Costa Mesa	Talbert Regional Park	9,748	14	0.1%
92629	VH, H, M, None		Dana Point	Crown Valley Pkwy.	7,229	8	0.1%
92630	VH, H, M, None		Lake Forest	Saddleback Church	14,090	24	0.2%
92637	VH, H, M, None		Laguna Woods	Laguna Canyon	545	0	0.0%
92646	None		Huntington Beach		14,923	11	0.1%
92647	None		Huntington Beach		11,451	14	0.1%
92648	None		Huntington Beach		8,997	6	0.1%
92649	H, M, None		Huntington Beach	Brightwater Dr., Oceanridge Dr.	8,363	6	0.1%
92651	VH, H, M, None		Laguna Beach		8,760	459	5.0%
92653	VH, H, M, None		Laguna Hills	North Laguna Hills	6,266	13	0.2%
92655	None		Unincorporated OC	Midway City	1,408	1	0.1%
92656	VH, H, M, None		Aliso Viejo	Wood Canyon Dr.	7,537	37	0.5%
92657	VH, H		Newport Beach	Newport Coast	3,133	100	3.1%
92660	H, M, None		Newport Beach	Newport Ridge Clubhouse	7,209	15	0.2%
92661	None		Newport Beach	Balboa Peninsula	1,683	4	0.2%
92662	None		Newport Beach	Balboa Island	1,367	1	0.1%
92663	M, None		Newport Beach	Canyon Park	5,479	10	0.2%
92672	VH, H, M, None		San Clemente		8,901	37	0.4%
92673	VH, H, M, None		San Clemente		7,804	42	0.5%
92675	VH, H, M, None		San Juan Capistrano		8,415	58	0.7%
92676	VH	Yes	Unincorporated OC	Silverado	156	550	77.9%
92677	VH, H, M, None		Laguna Niguel	Pacific Island Dr., Salt Creek Open Space	14,861	112	0.7%
92678	VH	Yes	Unincorporated OC	Trabuco Canyon	16	15	48.4%
92679	VH, H, M		Unincorporated OC	Trabuco Canyon, Coto de Caza, Dove Canyon	8,019	1,052	11.6%

Note: P. O. Boxes are excluded from this list. Data is for calendar year 2022 and includes homeowners (excluding condominium), mobile home, dwelling fire owner- and tenant-occupied insuring structures with four or less units.

Source: California Department of Insurance

Figure 21 FAIR Plan Data for Orange County Zip Codes 90620 - 92679

Wildfires Hit Home

Zip Code	Fire Hazard Severity Zone	CDI Wildfire Distress Area	City	Vanity City or Location	Residential Dwellings Insured by Voluntary Market	Residential Dwellings Insured by FAIR Plan	Percentage of Residential Dwellings Insured by FAIR Plan
92683	None		Westminster		16,837	20	0.1%
92688	VH, H, M, None		Rancho Santa Margarita		7,872	52	0.7%
92691	VH, H, M, None		Mission Viejo	Wilderness Glen Park	11,920	10	0.1%
92692	VH, H, M, None		Mission Viejo		12,832	26	0.2%
92694	VH, H, M, None		Unincorporated OC	Ladera Ranch	7,453	42	0.6%
92697	None		Irvine	UCI	0	0	0.0%
92698	None		Aliso Viejo		0	0	0.0%
92701	None		Santa Ana		3,818	77	2.0%
92703	None		Santa Ana		7,396	97	1.3%
92704	None		Santa Ana		10,533	82	0.8%
92705	VH, H, M, None		Santa Ana	Cowan Heights, Peters Canyon	9,699	34	0.3%
92706	None		Santa Ana		5,507	6	0.1%
92707	None		Santa Ana		7,554	77	1.0%
92708	None		Fountain Valley		13,293	9	0.1%
92780	None		Tustin		7,315	2	0.0%
92782	VH, H, M, None		Tustin	Pioneer Road Park	4,483	12	0.3%
92801	None		Anaheim		6,802	20	0.3%
92802	None		Anaheim		4,421	15	0.3%
92804	None		Anaheim		11,474	22	0.2%
92805	None		Anaheim		8,715	24	0.3%
92806	None		Anaheim		5,357	11	0.2%
92807	VH, H, M, None		Anaheim	Walnut Canyon Reservoir	9,178	67	0.7%
92808	VH, H, M, None		Anaheim	Anaheim Hills	4,648	34	0.7%
92809	None		Anaheim		0	0	0.0%
92821	VH, H, M, None		Brea		8,838	64	0.7%
92823	VH, H, M, None		Brea	Carbon Canyon Rd.	1,380	55	3.8%
92831	VH, H, M, None		Fullerton	Panorama Nature Preserve	5,326	11	0.2%
92832	None		Fullerton		3,846	7	0.2%
92833	VH, H, M, None		Fullerton	Ralph B. Clark Park	10,168	22	0.2%
92835	VH, H, M, None		Fullerton	Rolling Hills Park, Laguna Lake Park	6,157	11	0.2%
92840	None		Garden Grove		8,946	6	0.1%
92841	None		Garden Grove		6,013	2	0.0%
92843	None		Garden Grove		6,064	9	0.1%
92844	None		Garden Grove		2,763	1	0.0%
92845	None		Garden Grove		4,808	1	0.0%
92861	VH, H, M, None		Villa Park		1,964	2	0.1%
92862	VH, H, M, None		Unincorporated OC	Black Star Canyon	6	0	0.0%
92865	None		Orange		4,257	10	0.2%
92866	None		Orange		3,048	1	0.0%
92867	VH, H, M, None		Orange	Santiago Oaks Regional Park	9,943	12	0.1%
92868	None		Orange		2,776	3	0.1%
92869	VH, H, M, None		Orange	El Modena Open Space	8,215	25	0.3%
92870	None		Placentia		10,759	15	0.1%
92886	VH, H, M, None		Yorba Linda	Black Gold GC	13,587	82	0.6%
92887	VH, H, M, None		Yorba Linda	Box Canyon Park	5,210	217	4.0%
92799	None		Santa Ana	Distribution Center	0	0	0.0%
92850	None		Anaheim		0	0	0.0%
92899	None		Anaheim	Distribution Center	0	0	0.0%
Totals					588,062	4,387	0.7%

Note: P. O. Boxes are excluded from this list. Data is for calendar year 2022 and includes homeowners (excluding condominium), mobile home, dwelling fire owner- and tenant-occupied insuring structures with four or less units.

Source: California Department of Insurance

Figure 22 FAIR Plan Data for Orange County Zip Codes 92680 – 92899

Appendix F

OCFA and Covered Cities



Figure 23 Orange County Fire Authority Covered Cities

Orange County Fire Jurisdictions

Anaheim Fire Department

201 S. Anaheim Blvd., Suite 301
Anaheim, CA 92805
714-765-4000

Brea Fire Department

1 Civic Center Circle
Brea, CA 92821
714-990-7600

Costa Mesa Fire Department

2803 Royal Palm Dr.
Costa Mesa, CA 92628
714-754-5106

Fountain Valley Fire Department

10200 Slater Ave.
Fountain Valley, CA 92708
714-593-4436

Fullerton Fire Department

312 E. Commonwealth Ave.
Fullerton, CA 92832
714-738-6500

Placentia Fire and Life Safety Dept.

401 E Chapman Avenue
Placentia, CA 92870
714 9938117

Huntington Beach Fire Department

2000 Main St.
Huntington Beach, CA 92648
714-536-5411

La Habra - LA County Fire Department

1320N. Eastern Avenue
Los Angeles, CA 90063-3220
323-881-2411

Laguna Beach Fire Department

505 Forest Ave.
Laguna Beach, CA 92651
949-497-3311

Newport Beach Fire Department

3300 Newport Blvd.
Newport Beach, CA 92663
949-644-3104

Orange Fire Department

176 S. Grand Ave.
Orange, CA 92866
714-288-2500

Orange County Fire Authority

1 Fire Authority Road
Irvine, CA 92602
714-573-6000

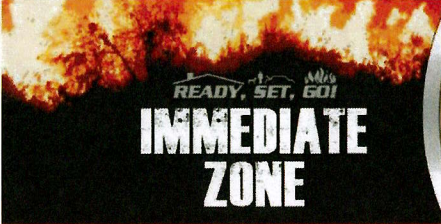
The OCFA provides fire services for the following cities: Aliso Viejo • Buena Park • Cypress • Dana Point • Garden Grove • Irvine • Laguna Hills • Laguna Niguel • Laguna Woods • Lake Forest • La Palma • Los Alamitos • Mission Viejo • Rancho Santa Margarita • San Clemente • San Juan Capistrano • Santa Ana • Seal Beach • Stanton • Tustin • Villa Park • Westminster • Yorba Linda • and Unincorporated Areas of Orange County

DIAL 911 FOR EMERGENCY SERVICES

Figure 24 Orange County Fire Jurisdictions

Appendix G

Ready, Set, Go!, Zone 0 At-A-Glance and Links




READY, SET, GO!

IMMEDIATE ZONE

The main objective of the Immediate Zone, or 0 to 5 feet zone, is to reduce the potential that embers landing near a building will ignite fuels and expose the area around a home to a direct flame.



The Immediate Zone is the most important zone to reduce home ignition from flying embers. Install hard surfaces, reduce vegetation, and eliminate combustible mulch.

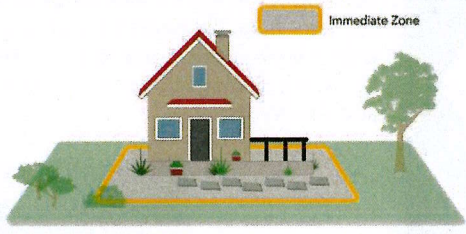


Orange County Fire Authority

www.ocfa.org/RSG

Changes made to the Immediate Zone can make a big impact in reducing structure loss during a wildfire

- Use hardscape like gravel, pavers, concrete and other noncombustible material. No combustible bark or mulch
- Remove all dead and dying weeds, grass, plants, shrubs, trees, branches and vegetative debris (leaves, needles, cones, bark, etc.); Check your roofs, gutters, decks, porches, stairways, etc.
- Remove all branches within 10 feet of any chimney or stovepipe outlet
- Limit plants in this area to low growing (below 2 feet), nonwoody, properly watered and maintained plants
- Limit combustible items (outdoor furniture, storage, planters, etc.) on top of decks
- Relocate firewood and lumber 30 feet away from buildings
- Replace combustible fencing, gates, and arbors attached to the home with noncombustible alternatives
- Consider relocating garbage and recycling containers outside this zone
- Consider relocating boats, RVs, vehicles and other combustible items outside this zone

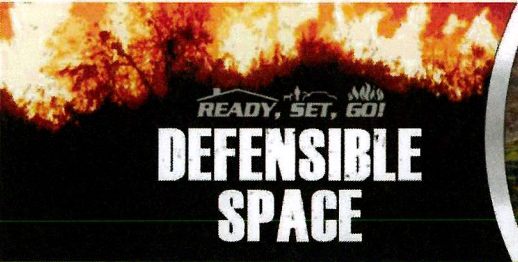
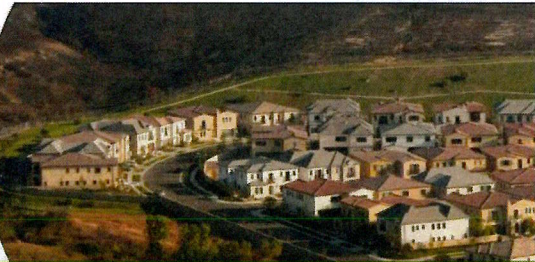


Immediate Zone

For more information, please visit the OCFA website or call **(714) 573-6774** to schedule a Wildfire Home Assessment.

Regulations for wildfire safety are dynamic and new requirements may be enacted by the State of California and its regulatory agencies at any time. Projects must comply with all state requirements for vegetation management and wildfire safety, in addition to the requirements in this guideline, in place at the time of plan submittal. Where a conflict between this guideline and other applicable regulations exists, the more stringent or specific requirement will apply.

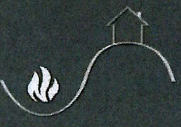
Figure 25 Ready, Set Go! Flyer for Immediate Zone

READY, SET, GO!

DEFENSIBLE SPACE

Defensible Space is an area between your house and an oncoming wildfire, where the vegetation has been controlled, trimmed, or removed to reduce wildfire threat from embers, flames, and intense heat.



Creating
Defensible
Space is the
duty of every
resident living
in an area
at risk for
wildfires.



Orange County
Fire Authority

www.ocfa.org/RSg

In order to offer wildfire protection, Defensible Space should reach at least 100 feet from the house, garage, and other buildings on the property, or to the property line. In many cases, Defensible Space is simply the front, side, and back yards of your home.

Guidelines for Vegetation Management within 100 feet of your home include:

- Remove all dead and dying plants
- Recommend removal of vegetation found on the Undesirable Plant List and replant using drought-tolerant, fire-resistive plants
- Trim or remove plants to create the recommended vertical and horizontal separation between them
- Remove dry leaves, twigs, pine needles, etc. from the yard, roof, and rain gutters
- Install hard surfaces, reduce vegetation, and eliminate combustible mulch within 5 feet of home

It's not necessary to remove all vegetation around your home, but creating Defensible Space will give firefighters a better chance of keeping wildfire from spreading to your home. Mowing, weeding, pruning, thinning, spacing, and careful plant selection can make the difference between survival and losing your home during a wildfire. Consult a geologist prior to beginning maintenance if you have slope stability issues.



For more information, please visit the OCFA website or call **(714) 573-6774** to schedule a Wildfire Home Assessment.

Figure 26 Ready, Set, Go! Flyer on Defensible Space



HOME HARDENING

The main objective of Home Hardening is to give your home the best chance to survive a wildfire. Home Hardening addresses the most vulnerable components of your home, which includes the construction materials that make up your home and the quality of defensible space surrounding it.





Prepare (harden)
your home now
before a wildfire
starts!



Orange County
Fire Authority

www.ocfa.org/RSG

All new homes built in the Wildland Urban Interface (WUI) are required to meet the minimum standards for the protection of life and property by increasing the home's ability to resist ember intrusion, direct flames, and radiant heat. Homes can be retrofitted to these new building requirements using the recommendations listed below:

1. **Roof** - Ember-resistant material. Gaps are filled with ignition-resistant material. No loose roof flashing.
2. **Eaves** - Eaves are maintained with all gaps filled with caulking and painted over.
3. **Vents** - 1/8-inch metal mesh screen or ember proof vents.
4. **Chimney** - 1/2-inch spark arrestor screen. Clear tree branches and/or vegetation at least 10 feet away from opening.
5. **Gutters** - Install gutter guards. Remove combustible debris on a regular basis.
6. **Exterior Siding** - Exterior siding is maintained with all gaps filled with caulking and painted over.
7. **Doors** - Weather-stripping around door frames and doors adjusted for a "tight fit" within the frame.
8. **Windows** - Multi-pane windows, with at least one pane being tempered, and metal framing.
9. **Fences** - Non-combustible or ignition-resistant material. Maintain fencing by keeping vegetation clear.
10. **Patio Covers** - Ignition-resistant material. Fill all gaps and crevices. Install metal flashing between the patio and outside wall.
11. **Balconies & Decks** - Ignition-resistant material. Fill all gaps between the deck and outside wall with caulking or metal flashing. Remove or replace combustible items stored above and below.
12. **Immediate Zone** - No woody vegetation located within 5 feet of the home. No combustible items located within 5 feet of the home (trash bins, patio furniture, storage, mulch, etc.)

Refer to the California Wildland Urban Interface Code (CWUIC) for permits and specific requirements.

For more information, please visit the OCFA website or call **(714) 573-6774** to schedule a Wildfire Home Assessment.

Figure 27 Ready, Set, Go! Flyer for Home Hardening, Page 1

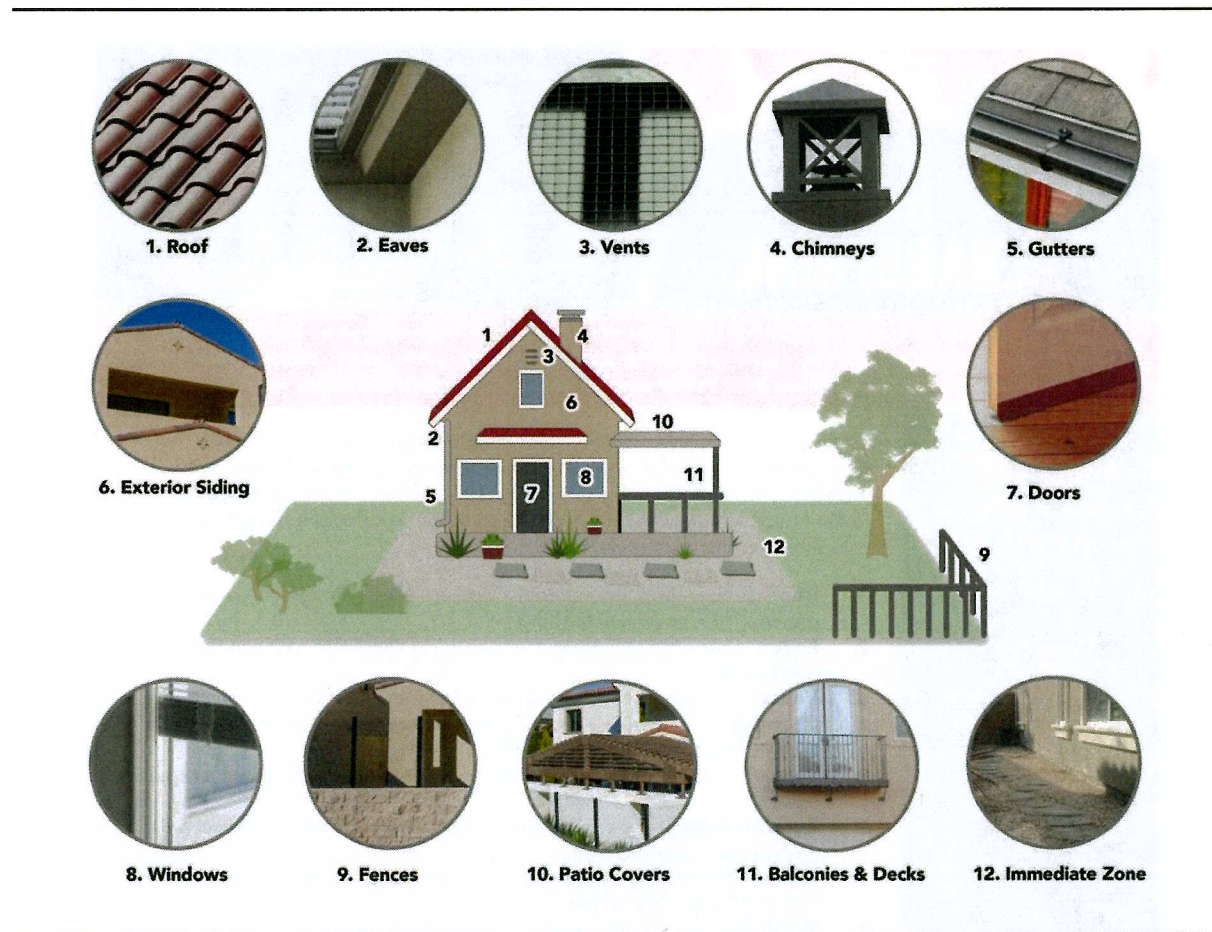


Figure 28 Ready, Set, Go! Flyer for Home Hardening, Page 2



READY, SET, GO!
VEGETATION MANAGEMENT

Vegetation Management is controlling plant material to prevent wildfire spread. It requires a constant commitment to follow the 4 R's of Vegetation Management to reduce the threat.



Vegetation Management isn't a one-time fix. It's an ongoing commitment.



Orange County
Fire Authority

www.ocfa.org/RSG

Removal:

- Remove all dead and dying plants within 100 feet of your home
- Identify and remove plants found on OCFA's Undesirable Plant List
- Remove dry leaves, bark and pine needles from the yard, roof, and rain gutters

Reduction:

- Prune and thin plants within 100 feet of your home, including your plants within 100 feet of your neighbor's home
- Provide 6 feet vertical separation between shrub tops and lower tree branches to reduce "ladder fuels"
- Use Horizontal Separation Guidelines for plants over 2 feet in height (15 feet minimum or 3 times the tallest plant)
- Keep all shrubs within 10 feet of your home trimmed to 2 feet or lower
- Prune or remove plants near windows
- Remove all tree branches or plants within 10 feet of chimney outlets
- Move wood piles at least 30 feet from your home, or to the property line
- Keep annual grasses and weeds cut to 4 inches or less

Replacement:

- Replace fire-prone plants with fire-resistant and drought tolerant plants. See the OCFA Planting Guide for recommendations
- When putting in new plants, leave enough space for them to grow to mature size
- Any vegetation over 2 feet cannot be within 15 feet of a tree canopy

Resistant:

- Use fire-resistant plants whenever possible
- Keep in mind that even plants listed on the Planting Guide must be maintained using Spacing Guidelines for both vertical and horizontal separation. Plant separation is an important part reducing wildfire threat

For more information, please visit the OCFA website or call (714) 573-6774 to schedule a wildfire home assessment.

Figure 29 Ready, Set, Go! Flyer on Vegetation Management



BE EMBER AWARE

Embers are burning pieces of vegetation or other flammable material and are the leading cause of structural damage and home loss from a wildfire.





In order to successfully protect your home, you need to understand the real threat during a wildfire.

Once they're picked up by strong winds, embers can travel as much as five miles in front of the active front of a wildfire. Before flames get anywhere near your home, embers can land in dry or flammable vegetation or small open spaces on your roof or walls, and ignite, threatening your home.

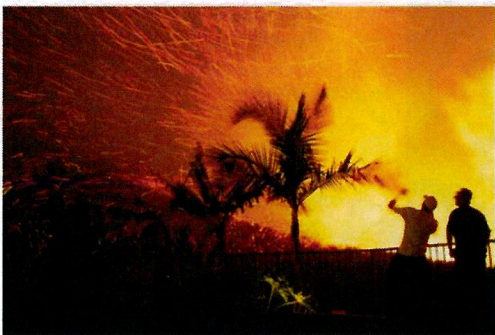
If embers fall on and ignite nearby plants, the radiant heat created by the fire can burn combustible siding, doors, or window frames. Radiant heat can also cause windows to break, creating openings that allow flames and embers to enter your home. Once the home is on fire, it will create more embers that can be picked up by winds, travel to other homes and neighborhoods, and increase fire damage for the entire community.

Embers create a huge threat during a wildfire. It's the steps you take now to make your home and landscaping more ember-resistant that will protect your family, your home, and your community during the next wildfire. Take responsibility!



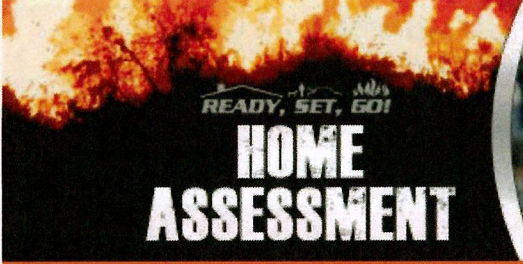
Orange County
Fire Authority

www.ocfa.org/RSG



For more information, please visit the OCFA website or call **(714) 573-6774** to schedule a Wildfire Home Assessment.

Figure 30 Ready, Set, Go! On Be Ember Aware




HOME ASSESSMENT

A Wildfire Home Assessment is a meeting at your home with a Fire Department representative, who will give you tips on how to better protect your home from a wildfire.



Don't wait.
Set up a
FREE Home
Assessment to
protect your
home today.



Orange County
Fire Authority

www.ocfa.org/RSg

Experts can't tell you when the next wildfire will happen, but they do know that wildfires can happen at any time in Southern California. Many residents have not taken the most basic steps to protect their families, homes and neighborhoods from Orange County's #1 fire risk.

During your FREE Wildfire Home Assessment, the outside of your home and property, along with other risk factors, will be evaluated. Then, you'll be given specific steps you can take to reduce your home's vulnerability to wildfire.

Many proven tips to help your home survive a wildfire are available 24/7 at ocfa.org, including:

Landscaping	Construction	Safety
Plant Selection Spacing Separation Dead & Dying Plants Fuel Modification Creating Defensible Space Vegetation Management	Balconies & Decks Chimneys Fences Garages Patio Covers Rain Gutters Roofs, Eaves, & Vents Walls and Siding Windows	Ember Awareness As Wildfire Approaches Wildfire Evacuation If You Get Trapped Disaster Kits & Go! Bags Red Flag Warnings

Homes survive wildfires because of what you do to prepare for them ahead of time, not by fate or luck. No matter where you live, or how much money you can spend, there are things that you can do right now to help protect your home.

To schedule your FREE Home Assessment:




Figure 31 Ready, Set, Go! Flyer on Home Assessment

 Wildfire Home Risk Assessment Are You READY? READY! SET! GO!			
Directions: Answer each question using assigned point values as it applies to the home. If the question does not apply, score it as a zero. Total the points to determine the risk level for the home.			
Home			
Condition found	Recommendation	Points	Total
The home has all non-combustible siding (brick, stucco, metal)		0	
The home has some vinyl siding	Replace siding with non-combustible material	5	
The home has some wood siding		10	
The roof material is non-combustible (metal, composition, tile) with no areas for fire embers to intrude (i.e. has bird stops, flashing at valleys, and blocking)		0	
The roof has wood shakes or areas for fire embers to intrude	Replace wood shake with Class A roof assembly with approved "blocking" material. Eliminate intrusion areas	20	
All chimneys have spark arresters		0	
Some chimneys do not have spark arresters	Install spark arresters with 1/2" non-combustible mesh ¹	5	
All gutters and roof are clear of combustible debris		0	
Some gutters and/or roof have combustible debris present	Clear all combustible debris from roof and gutters. Install screens on gutters to reduce the accumulation of combustible debris ¹	5	
All eaves are boxed to prevent ember collection underneath		0	
Some eaves are not boxed	Plug openings in open-eave areas with durable caulk. Install a non-combustible covering over blocking to eliminate openings	5	
All windows are dual pane with durable frame (one pane is tempered).		0	
Some windows are single pane or have wood frames or do not have any tempered glass	Replace with dual pane windows with a durable frame. One pane should be tempered	5	
All eave and cornice vents are baffled. All other vents are protected with 1/8" non-combustible mesh		0	
Some eave vents and cornice vents are present and are not baffled or some vents are not protected by 1/8" non-combustible mesh	Replace eave and cornice vents with approved baffled vents. Protect all other vents with 1/8" non-combustible mesh. Keep the areas around the vents clear of vegetation	10	
Patio cover is constructed or covered with non-combustible material (brick, stucco, metal) or is not within 10' of home		0	
Patio cover is constructed with uncovered combustible material and is within 10' of home	Replace with non-combustible material or cover with non-combustible material (brick, stucco, metal)	5	
All balconies are constructed or covered with non-combustible material (brick, stucco, metal, tile, etc.). Undersides are protected to prevent ember accumulation		0	
Some balconies are constructed with combustible material or combustible material is exposed or undersides are unprotected	Replace with non-combustible material or cover with non-combustible material. Protect undersides	5	
All decks are constructed with non-combustible material (composite, tile, brick, etc.)		0	
Some decking is constructed with combustible material (un-approved vinyl, wood, etc.)	Replace with non-combustible material or cover with non-combustible material	10	
The undersides of all raised decks are constructed or covered with non-combustible material (brick, stucco, metal, tile, etc.)		0	
The undersides of some raised decks are constructed with combustible material and not covered with non-combustible material (brick, stucco, metal, tile, etc.)	Replace with non-combustible deck or cover with non-combustible material (brick, stucco, metal, tile, etc.)	10	
All fences, gazebos, and trellis's are 10' or more from the home or are constructed with non-combustible material		0	
Some fencing, gazebos or trellis's are less than 10' from the home and constructed with combustible material	Replace fencing, gazebo or trellis with non-combustible material within 10' from the house	5	

Figure 32 Ready, Set, Go! Flyer on Wildfire Home Risk Assessment, Page 1

Landscape		
Condition found	Recommendation	Points
All vegetation is green and well watered (not annual grasses) and/or drought resistant		0
Some vegetation is dead or not drought or fire resistant	Remove ALL dead vegetation and replace with fire resistant planting material. Visit www.ocfa.org for recommendations	10
All shrubs are at least 5' from structures		0
Some shrubs are within 5' of structures	Replace shrubs with low lying vegetation or thin shrubs to 50% density	10
All overhanging limbs are at least 10' above roofs and at least 10' away from structures		0
Some overhanging limbs are less than 10' from roofs and structures	Remove all limbs within 10' from structures ¹	5
All taller vegetation is pruned and separated from underbrush and separated from trees. Separation between shrubs and trees is at least 3 times height of shrubs. Separation between low lying vegetation and shrubs is at least 3 times height of low lying vegetation. Spacing between shrubs is at least three times width of shrubs		0
Some taller vegetation hangs over underbrush creating a "fuel ladder" that can carry fire up and toward the home	Provide separation between low lying vegetation and shrubs. Provide separation between shrubs and trees.	10
All outbuildings and secondary structures are at least 20' from the home or constructed with non-combustible material		0
Some outbuildings and secondary structures are within 20' of the home and constructed with combustible material	Replace with non-combustible material or cover with non-combustible material	5
Perimeter		
Condition found	Recommendation	Points
Home has at least 100' of brush clearance around it or is protected by a formal and compliant "fuel modification" program		0
Home has 30' - 100' of defensible space	Remove dead or dying vegetation within 100' of homes.	5
Home has less than 30' of defensible space	Remove native vegetation within 30' of home. Thin native vegetation 50% density within 30' to 100' of home ¹	10
All firewood and other combustible materials are stored at least 30' from the home		0
Some firewood or other combustible materials are stored against or within 30' of home	Move firewood and other combustible storage at least 30' away from home ¹	10
TOTAL SCORE _____		
For follow up questions regarding this risk assessment, please contact: Consultation Performed by: Name: _____ Phone: _____ Date: _____		
SCORING: During a wildfire, firefighters are better able to protect homes that have low scores. Firefighters may not be able to protect homes that have higher scores. 0: Your home has the greatest potential for survivability during a hostile wildfire. 5-20: Your home has been identified as a low risk. Recommendations indicated on this checklist should be addressed to increase the survivability of your home during a hostile wildfire. 25-40: Your home has been identified as a moderate risk. Survivability of your home will be an issue during a hostile wildfire. Recommendations indicated on this checklist should be completed. 45 and above: Your home has been identified as a high risk. The survivability of your home is low. Your home may be in extreme danger during a hostile wildfire. Recommendations indicated on this checklist are strongly encouraged to be completed.		
For additional information on how to increase the chance your home will survive a wildfire, please visit the Orange County Fire Authority's Safety and Education page at www.ocfa.org and the State Fire Marshal's wildland urban interface products page at http://osfm.fire.ca.gov/licensinglistings/licenselistings_bml_searchcotest. If you walk your property without an OCFA inspector and have questions afterwards feel free to contact us at 714-573-6774 or rsgoc@ocfa.org ¹ For some homeowners, these recommendations may be requirements of the fire code. If the property is near a wildland area and is subject to a Defensible Space inspection, this is not just a recommendation, but a requirement and subject to a Wildland Inspection Notice.		

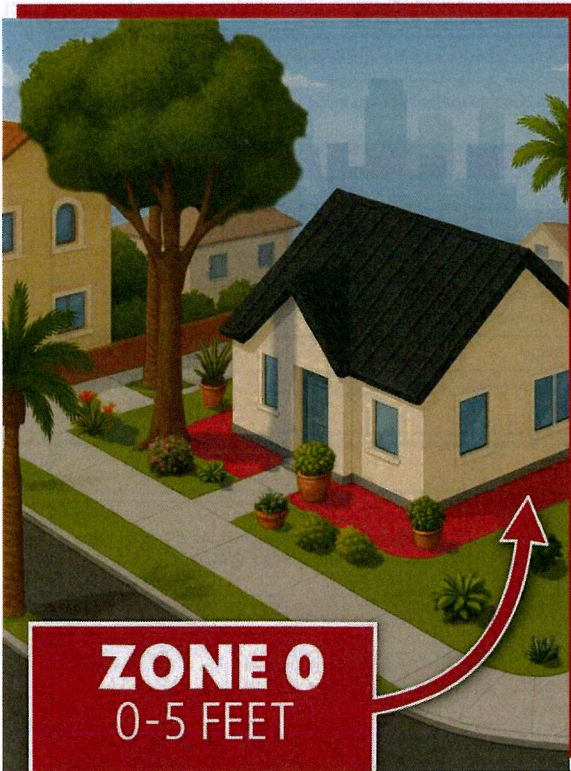
Figure 33 Ready, Set, Go! Flyer on Wildfire Home Risk Assessment, Page 2

ZONE 0 AT-A-GLANCE



Wind-driven embers during wildfires are a leading cause of homes being destroyed, including in the 2025 Los Angeles fires. Californians can protect their homes by removing items that can ignite from these dangerous embers around the first five feet of their homes.

In 2021 state leaders passed a law that requires statewide guidelines that protect the area immediately adjacent to homes, which is known as "Zone 0". Since then, several cities have already adopted Zone 0 requirements on their own and the California Department of Insurance has established the Safer from Wildfires Program to enable home insurance discounts for implementation of these protective measures.



Zone 0 is the first five feet surrounding your home, decks, and attached structures. This area is called the ember-resistant zone and is critical to wildfire defense. The goal is simple: keep this zone completely free of combustible materials so embers or flames cannot ignite your home.

ZONE 0 GUIDELINES

- Use pavers, concrete, or other hardscape materials instead of combustible mulch.
- Clear dead weeds, grass, and debris; check roofs, gutters, and outdoor areas.
Keep branches trimmed 10 feet away from chimneys and stovepipes.
- Minimize combustible items like furniture and planters on decks.
- Move firewood and lumber to Zone 2 for safety.
- Replace combustible fencing and gates with fire-resistant materials.
Shift garbage and recycling containers to a safer area outside this zone.
- Relocate boats, RVs, and vehicles away from this zone to reduce fire risks.
- Plants can be added just outside Zone 0 as a way to maintain vegetation around the home.



Figure 34 Zone 0 At-A-Glance, Page 1

ZONE 0 AT-A-GLANCE

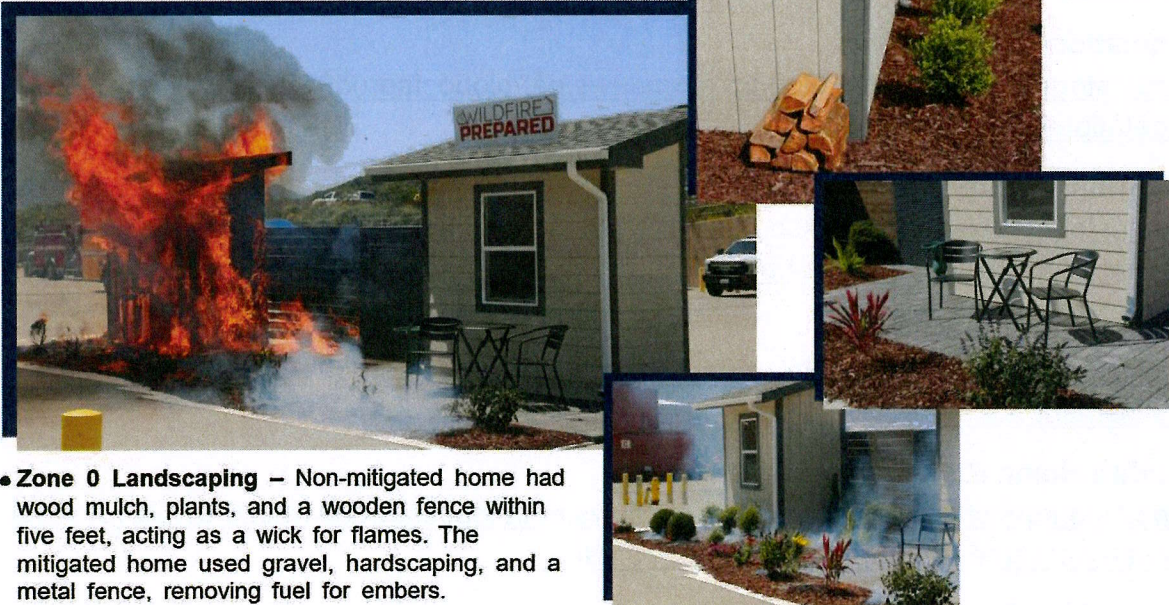


THE SCIENCE BEHIND ZONE 0

In an ongoing collaboration, CAL FIRE - Office of the State Fire Marshal (OSFM) and the Insurance Institute for Business & Home Safety (IBHS) continue to conduct live burn demonstrations using a mitigated and nonmitigated structure.

The demonstrations provide a controlled environment to study how specific structural and landscape modifications mitigate wildfire risk, thereby offering data-driven insights into fire behavior and prevention.

Research has concluded that removing flammable materials within the first five feet of a structure prevents embers from starting a fire, greatly reducing the risk of ignition to exterior walls, eaves, and gutters—areas where wildfire embers can easily take hold. Keeping this area clear is one of the best protection measures you can take to protect your home.



- **Zone 0 Landscaping** – Non-mitigated home had wood mulch, plants, and a wooden fence within five feet, acting as a wick for flames. The mitigated home used gravel, hardscaping, and a metal fence, removing fuel for embers.
- **Vents** – Standard vents let embers enter and ignite the attic. Ember-resistant vents on the mitigated home blocked them.
- **Siding** – Flammable siding to the ground allowed flames to climb. The mitigated home used noncombustible material at the base.
- **Gutters** – Debris-filled plastic gutters fueled ember ignition. The mitigated home had clean metal gutters with noncombustible gutter guards to prevent debris accumulation.
- **Furniture** – Flammable outdoor furniture on the non-mitigated home ignited from embers. The mitigated home used noncombustible furniture, preventing ignition.

MORE RESOURCES [LINKTR.EE/CALFIREZONE0](https://linktr.ee/calfirezone0)
SCIENCE, VIDEOS, AND MORE...



Figure 35 Zone 0 At-A-Glance, Page 2

Links

Immediate Zone

<https://storageocfaprod001.blob.core.windows.net/blobocfaprod01/2025/12/Immediate-Zone-2025.pdf>

Defensible Space

<https://storageocfaprod001.blob.core.windows.net/blobocfaprod01/2025/03/OCFA-RSG-Defensible-Space-1-1.pdf>

Home Hardening

<https://storageocfaprod001.blob.core.windows.net/blobocfaprod01/2025/12/Home-Hardening-2025.pdf>

Vegetation Management

<https://storageocfaprod001.blob.core.windows.net/blobocfaprod01/2026/01/OCFA-RSG-Vegetation-Management.pdf>

Be Amber Aware

<https://storageocfaprod001.blob.core.windows.net/blobocfaprod01/2025/07/OCFA-RSG-Be-Ember-Aware-688b04d7e4fb9.pdf>

Home Assessment

<https://storageocfaprod001.blob.core.windows.net/blobocfaprod01/2025/12/Home-Assessment-2025.pdf>

Wildfire Home Risk Assessment

<https://storageocfaprod001.blob.core.windows.net/blobocfaprod01/2025/07/OCFA-RSG-Home-Assessment-Form-688b05b09d57e.pdf>

Zone 0 At-A-Glance

<https://34c031f8-c9fd-4018-8c5a-4159cdff6b0d-cdn-endpoint.azureedge.net/-/media/calfire-website/prepare/zone-0-at-a-glance.pdf>

CONFIDENTIAL

California Penal Code Sections §933 and §933.05

(Note: To reduce grand jury requests for additional response information, the grand jury has bolded those words in §933.05 which should be appropriately included in a response.)

933. (a) Each grand jury shall submit to the presiding judge of the superior court a final report of its findings and recommendations that pertain to county government matters during the fiscal or calendar year. Final reports on any appropriate subject may be submitted to the presiding judge of the superior court at any time during the term of service of a grand jury. A final report may be submitted for comment to responsible officers, agencies, or departments, including the county board of supervisors, when applicable, upon finding of the presiding judge that the report is in compliance with this title. For 45 days after the end of the term, the foreperson and his or her designees shall, upon reasonable notice, be available to clarify the recommendations of the report.
- (b) One copy of each final report, together with the responses thereto, found to be in compliance with this title shall be placed on file with the clerk of the court and remain on file in the office of the clerk. The clerk shall immediately forward a true copy of the report and the responses to the State Archivist who shall retain that report and all responses in perpetuity.
- (c) No later than 90 days after the grand jury submits a final report on the operations of any public agency subject to its reviewing authority, the governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body, and every elected county officer or agency head for which the grand jury has responsibility pursuant to Section 914.1 shall comment within 60 days to the presiding judge of the superior court, with an information copy sent to the board of supervisors, on the findings and recommendations pertaining to matters under the control of that county officer or agency head and any agency or agencies which that officer or agency head supervises or controls. In any city and county, the mayor shall also comment on the findings and recommendations. All of these comments and reports shall forthwith be submitted to the presiding judge of the superior court who impaneled the grand jury. A copy of all responses to grand jury reports shall be placed on file with the clerk of the public agency and the office of the county clerk, or the mayor when applicable, and shall remain on file in those offices. One copy shall be placed on file with the applicable grand jury final report by, and in the control of the currently impaneled grand jury, where it shall be maintained for a minimum of five years.
- (d) As used in this section "agency" includes a department.
- 933.05. (a) For purposes of subdivision (b) of Section 933, as to each grand jury finding, the responding person or entity shall indicate one of the following:
- (1) The respondent **agrees** with the finding.
 - (2) The respondent **disagrees wholly or partially** with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.
- (b) For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:
- (1) The recommendation **has been implemented**, with a summary regarding the implemented action.
 - (2) The recommendation **has not yet been implemented, but will be implemented in the future**, with a timeframe for implementation.
 - (3) The recommendation **requires further analysis**, with an explanation and the scope and parameters of an analysis or study, and a **timeframe** for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.
 - (4) The recommendation **will not be implemented** because it is not warranted or is not reasonable, with an explanation therefor.
- (c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the board of supervisors shall respond if requested by the grand jury, but the response of the board of supervisors shall address only those budgetary or personnel matters over which it has some decision making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.
- (d) A grand jury may request a subject person or entity to come before the grand jury for the purpose of reading and discussing the findings of the grand jury report that relates to that person or entity in order to verify the accuracy of the findings prior to their release.
- (e) During an investigation, the grand jury shall meet with the subject of that investigation regarding the investigation, unless the court, either on its own determination or upon request of the foreperson of the grand jury, determines that such a meeting would be detrimental.
- (f) A grand jury shall provide to the affected agency a copy of the portion of the grand jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report.



August 17, 2026

The Honorable Sheila F. Hanson
Presiding Judge
Orange County Superior Court
700 Civic Center Drive West
Santa Ana, CA 92701

Subject: City of Los Alamitos Response to the Orange County Grand Jury Report
"Wildfires Hit Home"

Dear Honorable Judge Hanson:

The City of Los Alamitos respectfully submits the attached response letter in regard to the Orange County Grand Jury's 2025–2026 report entitled "Wildfires Hit Home." As a member agency of the Orange County Fire Authority (OCFA), the City relies on OCFA for fire protection, wildfire mitigation, emergency preparedness, and operational expertise.

Consistent with the Grand Jury's direction that member agencies may submit the OCFA Board-approved response as their official reply, the City of Los Alamitos formally adopts and transmits the enclosed OCFA response as the City's own. The OCFA Board has reviewed the Grand Jury's findings and recommendations and has provided a comprehensive and authoritative response reflecting the agency's policies, operational capabilities, and ongoing initiatives.

We appreciate the Grand Jury's attention to wildfire preparedness and mitigation throughout Orange County, and we remain committed to continued coordination with OCFA and regional partners to improve community resilience and public safety.

Thank you for your consideration.

Sincerely,

CITY OF LOS ALAMITOS

Tanya Doby
Mayor



ORANGE COUNTY FIRE AUTHORITY

P. O. Box 57115, Irvine, CA 92619-7115 • 1 Fire Authority Road, Irvine, CA 92602-0125

TJ McGovern, Interim Fire Chief

(714) 573-6000

www.ocfa.org

July 1, 2026

The Honorable Sheila F. Hanson
Presiding Judge
Orange County Superior Court
700 Civic Center Drive West
Santa Ana, CA 92701

Honorable Sheila F. Hanson:

The Orange County Fire Authority Board of Directors reviewed the Grand Jury report entitled “Wildfires Hit Home” during its June 25, 2026, Board of Directors meeting. At that same meeting, the OCFA Board also reviewed and authorized this formal response from our agency.

On behalf of the firefighters and professional staff of the OCFA, I want to extend our sincere gratitude for the time and effort the Grand Jury has dedicated to the residents of Orange County and wildfire safety throughout our region.

If I may be of service in the clarification of this response, please let me know.

Sincerely,

T.J. McGovern
Interim Fire Chief

CC: Orange County Grand Jury

Page Reserved for Board Minutes Reflecting Formal Action

Background and History of Wildfires in California

Over the past decade, the OCFA and its leadership have clearly and consistently articulated and acted upon three main, interconnected themes regarding wildfires in the West:

- 1) The days of a traditional “fire season” have been replaced by a year-round, never-ending threat of wildfires. Megafires, once an anomaly, are now a regular occurrence, and to paraphrase an evidence-based assertion by UCI researchers at the beginning of the decade: Each new year of the 21st century threatens to be yet another record-breaker of wildfire damage in California.
- 2) Of all our wildland firefighting tools, none are more valuable than the measures we use to prevent wildfires and the damage they cause. Indeed, from home hardening and defensible space to fire prevention education and risk reduction resources, the best wildland firefighting begins with prevention, education, and resilience.
- 3) Wildfires are no longer solely a fire service problem; they are an “all of us problem,” and they can only be mitigated by *all of us* working together.

These same three themes emanate from “Wildfires Hit Home,” and we are proud to share responses that illustrate our continuous commitment to better engage and educate all stakeholders to prevent wildfires and the destruction they cause.

RESPONSES TO GRAND JURY FINDINGS & RECOMMENDATIONS:

F1. More frequent and severe wildfires driven by increasingly hotter, drier, and windier conditions in the Orange County wildland-urban interface are escalating impacts on financial and non-financial resources. Among the financial costs are dramatic increases in homeowners’ insurance premiums, nonrenewals, and inability to obtain insurance.

OCFA agrees in part and disagrees in part with this finding. While the OCFA agrees that more frequent and severe wildfires are occurring in our region, the OCFA lacks specific analysis, tracking, and regulation of homeowners' insurance premiums to agree or disagree with that portion of this finding.

F2. Actions that address conditions in the home ignition zone to significantly reduce ignition potential can prevent a community wildland-urban interface fire disaster or suburban conflagration.

OCFA agrees with the finding. OCFA aligns with wildland-urban interface (WUI) science, which is directly supported by fire behavior research from many reputable agencies, including CAL FIRE, the Office of the State Fire Marshal, and the National Fire Protection Association. This widely accepted data-driven evidence proves that addressing the home ignition zone is one of the most effective strategies to prevent fire disasters. Through proactive OCFA Community Risk Reduction initiatives and through home assessments, OCFA consistently educates the public in this arena.

F3. Expanded engagement with the community to raise awareness and provide support regarding home hardening and defensible space will increase effectiveness of wildfire risk mitigation and insurance risk reduction efforts.

OCFA agrees with the finding. Community engagement and education remains a core component of OCFA’s current risk mitigation strategy, as evidenced by fully implemented and ever-expanding

comprehensive public education, property assessment, and home hardening support initiatives that actively address the intent of this finding.

F4. Achievement of community-level and property-level wildfire risk mitigation designations (such as Firewise USA Site, Fire Risk Reduction Community or Insurance Institute for Business and Home Safety certification) lessens wildfire risk and helps reduce insurance premium costs.

OCFA partially agrees with the finding. While the OCFA agrees that community- and property-level designations lessen localized wildfire risk (which is why the agency assists communities with the home assessments and safety verifications required to earn Firewise USA and Fire Risk Reduction Community status), we lack sufficient information or expertise to evaluate the impact of such measures on private insurance premium costs.

F5. All county residents should be made aware that Safer from Wildfire regulation requires insurers to provide discounts to homeowners and communities that implement home hardening and defensible space measures regardless of whether a property is located within a Fire Hazard Severity Zone.

OCFA agrees in part and disagrees in part with this finding. While the OCFA agrees that home hardening and defensible space significantly increase a structure’s protection from wildfire, OCFA lacks the specific analysis, tracking, and regulation of homeowners' insurance premiums to agree or disagree with that portion of this finding. However, the OCFA agrees with the finding’s suggestion that county residents should be made aware of any benefits that may be available to homeowners and/or communities that implement home hardening and defensible space measures. To that end, the OCFA will develop a notification program regarding this item.

F6. AB 888, California Safe Homes Grant Program, provides financial assistance to eligible homeowners, cities, counties, and special districts for home hardening and defensible space measures. Applying for and using these grant funds will reduce wildfire losses and improve insurability and resilience of vulnerable communities.

OCFA partially agrees with the finding. The OCFA wholly agrees that utilizing state grant funds under the California Safe Homes Grant Program (AB 888) significantly reduces localized wildfire losses and boosts structural resilience. However, OCFA lacks sufficient information or expertise to evaluate the impact of such measures on private market insurability.

RESPONSES TO GRAND JURY RECOMMENDATIONS:

R1. By December 31, 2026, the Orange County Board of Supervisors should plan to host a county-wide annual wildfire prevention fair for the County and all cities and fire service agencies, including Orange County Fire Authority, to showcase respective wildfire outreach programs, and for the first annual wildfire prevention fair to be scheduled no later than December 31, 2027.

This recommendation requires further analysis. As an independent fire service agency, the OCFA does not possess the jurisdictional authority to mandate or host a County-level event on behalf of the Board of Supervisors. However, if the Orange County Board of Supervisors chooses to establish and host this annual wildfire prevention fair, OCFA will fully cooperate by providing staff, educational assets, and promotional support to showcase our regional wildfire outreach and home hardening programs.

R2. By December 31, 2026, cities and fire service agencies, including Orange County Fire Authority should commit to participation in a county-wide annual wildfire prevention fair planned by the Orange County Board of Supervisors to showcase wildfire prevention outreach programs.

This recommendation requires further analysis. The recommendation has not yet been implemented, but will be in the future, contingent upon the County of Orange electing to plan the event. As stated above, if the County elects to move forward with R1 and R2, OCFA intends to participate and showcase its regional wildfire prevention outreach programs. Already, the OCFA hosts an annual Open House at its headquarters and annual Station Open Houses across the county, all of which are open to the public and showcase wildfire prevention resources and programs.

R3. – By December 31, 2026, cities, unincorporated areas, special districts, and fire service agencies in High and Very-High Fire Hazard Severity Zones should initiate planning activities to achieve community-level wildfire risk mitigation designations and/or establish a local Fire Safe Council within one year.

This recommendation has been implemented. The OCFA, in partnership with its member cities, is currently and actively executing the objectives put forth in this recommendation.

R4. By December 31, 2026, to ensure city residents are engaged and aware of wildfire risk reduction resources, OCFA member and non-member cities should provide information, develop their own outreach program, and establish a direct contact person(s) for their residents. This is in addition to whatever referrals or references made to OCFA outreach programs.

This recommendation requires further analysis. The recommendation cannot be implemented directly by the OCFA because it is directed at independent municipal governments rather than our agency. However, the OCFA currently works with its member agencies to ensure they are fully equipped to engage and educate residents through public education, localized risk reduction data, and technical wildfire safety guidance.

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: August 17, 2026

ITEM NUMBER: 10F

To: Mayor Tanya Doby & Members of the City Council

**Presented By: Ron Noda, Assistant City Manager/Development Services Director
Tom Oliver, Associate Planner**

**Subject: Orange County Grand Jury Report titled "California Housing Mandates,
The Unintended Reshaping of Orange County Neighborhoods"**

SUMMARY

The City of Los Alamitos has received the report on the Orange County Grand Jury's findings and recommendations for California Housing Mandates. The Presiding Judge of the Superior Court has also requested a response from the City of Los Alamitos to these findings and recommendations. A draft response is attached to this report.

RECOMMENDATION

Authorize the Mayor to sign the response letter to the Presiding Judge of the Superior Court related to the 2025-2026 Orange County Grand Jury's findings and recommendations for California Housing Mandates.

BACKGROUND

In the summary of the 2025-2026 Orange County Grand Jury Report, California Housing Mandates, the Unintended Reshaping of Orange County Neighborhoods, the Grand Jury states:

"California's perceived housing shortage has prompted the California Legislature to impose increasingly bureaucratic prescriptive State Housing Mandates (Housing Mandates) on local governments with the stated goal of accelerating production across all income levels. Core frameworks such as the Housing Element and the Regional Housing Needs Allocation (RHNA) process require cities and counties to plan for significant increases in housing capacity. Many additional statutes have contributed to a streamlined development approval process and weakened local discretion with severe penalties for noncompliance. These measures are intended to overcome decades of perceived under-building and restrictive zoning within cities, yet the cumulative effect has been to create unnecessary local government costs, confusion, inequity, and growing tension between state directives and local realities."

DISCUSSION

California Penal Code Sections 933 and 933.05 require any public agency that the Grand Jury reviews, to respond to the findings and recommendations of the Grand Jury Report. The City is required to respond because it is reviewed in the Report along with other Orange County cities and the County of Orange. Pursuant to California Penal Code Sections 933 and 933.05, the

City's response to the Grand Jury is due on August 27, 2026.

The Development Services Department has drafted a response for Council consideration. The proposed response letter responds to each of the applicable findings and recommendations listed on pages 34-39 of the Report. As shown in the attached draft letter, the Grand Jury Report requires the Mayor of the City of Los Alamitos to respond to 11 of the 22 findings and eight (8) of the 20 recommendations. For the most part, the draft letter agrees with the findings and agrees with most of the recommendations. However, a number of the recommendations require agencies that are above the City's jurisdiction to decide whether to implement them.

FISCAL IMPACT

None.

- Attachment:
1. Response Letter - "California Housing Mandates, The Unintended Reshaping of Orange County Neighborhoods"
 2. Orange County Grand Jury - "California Housing Mandates, The Unintended Reshaping of Orange County Neighborhoods"



August 17, 2026

Sheila F. Hanson, Presiding Judge of the Superior Court
700 Civic Center Drive West
Santa Ana, CA 92701

Orange County Grand Jury
700 Civic Center Drive West
Santa Ana, CA 92701

SUBJECT: 2025-2026 ORANGE COUNTY GRAND JURY REPORT, CALIFORNIA
HOUSING MANDATES, THE UNINTENDED RESHAPING OF ORANGE
COUNTY NEIGHBORHOODS

Dear Honorable Judge Hanson:

The City of Los Alamitos ("City") received the above-referenced Orange County Grand Jury report ("Report") on/around May 27, 2026. In accordance with California Penal Code §933 and §933.05, the City submits the following responses to the Findings and Recommendations set forth in the Report.

City Responses to Report Findings

F1 In recent years, the California Legislature has enacted an unusually large and burdensome volume of housing-related laws intended to strengthen compliance with State Housing Mandates.

Response: The City agrees with this finding.

F2 Housing Mandates are implemented through a RHNA process that often lacks transparency and relies on complex methodologies that are difficult for local officials and the public to understand or meaningfully challenge.

Response: The City agrees with this finding.

F4 Meaningful participation by Orange County cities in both OCCOG and SCAG meetings is critical to ensuring that local perspectives are represented during the development and implementation of Housing Mandates policies.

Response: The City agrees with this finding.

F5 SCAG's 6th Cycle RHNA assigned Orange County a questionable total of 183,861 housing units for the 2021-2029 planning period, with higher allocations concentrated in cities with major population and employment centers.

Response: The City agrees with this finding.

F6 RHNA allocations are unrealistic and not attainable within the current planning cycle due to limited available land, built-out urban conditions, infrastructure constraints, environmental factors, and public health and safety requirements.

Response: The City agrees with this finding.

F7 Residents in Orange County consistently express a desire for local planning decisions to reflect community priorities, including but not limited to neighborhood character, safety considerations, the environment and open-space preservation.

Response: The City agrees with this finding.

F8 California's regulatory construction costs (i.e. permitting fees) present substantial challenges for private housing developers-particularly those delivering affordable units.

Response: The City disagrees in part with this finding. The City recently retained an independent consultant to conduct a cost recovery study, which determined that the City's permitting fees are reasonable and proportionate to the costs incurred by the City in providing permitting services.

F9 The cost of constructing a single affordable housing unit in California typically ranges from approximately \$500,000 to \$800,000 per unit when fully complying with current state regulations. New low-income housing is generally not financially feasible without public subsidy.

Response: The City agrees with this finding.

F10 Prior to their dissolution in 2012, redevelopment agencies served as a primary mechanism for cities and counties to finance affordable housing and related infrastructure. The loss of redevelopment has reduced cities' ability to support the construction of affordable units.

Response: The City agrees with this finding.

F11 Because public subsidy is limited and highly competitive, cities seeking to produce meaningful quantities of low-income housing must rely in part on private development incentives, often resulting in higher overall development densities and unit counts than the RHNA allocation.

Response: The City agrees with this finding.

F12 The 6th Cycle RHNA methodology included numerous technical inputs published by SCAG and HCD; however, these inputs were highly complex and difficult for cities to interpret or independently verify.

Response: The City agrees with this finding.

City Responses to Report Findings

R7 OCCOG, all Orange County cities and the County of Orange should reassess the current dues structure, by September 30, 2026, to ensure that OCCOG has the resources necessary to effectively represent Orange County jurisdictions in SCAG processes, including RHNA methodology development and appeals. (F3, F15)

Response: This recommendation requires further analysis. The Mayor of Los Alamitos, Tanya Doby, is a member and Vice Chair of the OCCOG Board and will discuss this at upcoming Board meetings over the next six months.

R8 By December 31, 2026, the Orange County Board of Supervisors should partner with cities to evaluate countywide infrastructure capacity including water, wastewater, flood control, transportation, and public-safety systems-and develop a coordinated regional plan capable of supporting the level of housing growth required under state law. (F6)

Response: The recommendation requires further analysis. his recommendation would need to be instituted by the OC Board of Supervisors. The City of Los Alamitos can only affirm our support of such an endeavor.

R9 By September 30, 2026, the Orange County Board of Supervisors should strengthen its engagement with OCCOG and increase staff support to develop a shared, countywide database of potential housing sites and key development-feasibility factors. (F15)

Response: The recommendation requires further analysis. This recommendation would need to be instituted by the OC Board of Supervisors. The City of Los Alamitos can only affirm our support of such an endeavor.

R11 The County of Orange and each city should ensure consistent participation in SCAG and OCCOG committees by September 30, 2026, including the Technical Advisory Committee (TAC), to strengthen regional representation during RH NA-methodology development. (F3, F4, F15)

Response: The recommendation has been implemented. For SCAG, the Mayor has increased participation in this organization as District 20 Director, a CEHD Member, and an RHNA Subcommittee Member. For OCCOG, the Mayor is now the Vice Chair of that organization.

R12 The County of Orange and each city should designate a single technical representative, by September 30, 2026, along with an alternate, for all RHNA-related SCAG and OCCOG committees to ensure continuity of participation and eliminate gaps in representation across multiple decision-making bodies. (F4)

Response: The recommendation has not yet been implemented. The City will appoint a technical representative by September 30th.

R14 By April 30, 2027, the County of Orange and each city should publish annual monitoring dashboards showing (a) entitlement pipeline conditions, (b) realistic site yield, (c) assembled funding sources for affordable units, and (d) conversion rates from planned capacity to issued permits and completed units, ensuring that County and city-determined capacity assumptions remain aligned with actual production. (F13)

Response: The recommendation will not be implemented because it is not warranted or reasonable. The City of Los Alamitos is a small City with low public demand for this type of information. This dashboard would be prohibitively expensive in relation to the amount of information it would provide to the public.

R15 By September 30, 2026, and ongoing, the County Board of Supervisors and all city councils should make a coordinated and sustained effort to educate their constituents about the RHNA process-its requirements, its impact on local planning and community character, and the role residents can play in shaping outcomes. Public education efforts should also include guidance on how community members can effectively engage with the California Legislature and advocate for more realistic, data-driven housing policies. (F1, F7)

Response: This recommendation has been implemented in substantial part and to the extent warranted and not unreasonable. During the last Housing Element round, the public was educated at City Council Meetings about the RHNA process and its purposes, and RHNA/housing education will be conducted again during the upcoming Housing Element update. RHNA was extensively addressed during the recent Lampson project entitlements process, which included affordable housing on an RHNA-selected site. However, the latter part of this recommendation appears to imply that the City would guide voters to political conclusions, which is not supported.

R16 By December 31, 2026, all cities should look to enhance their relationships with not-for-profit affordable housing developers to increase the opportunity to develop more affordable housing. (F8, F10, F12)

Response: The recommendation has been implemented. The City has a good working relationship with our local nonprofits. Recently, the City Council waived permit fees for Precious Life, a social service/homeless facility, for their expansion of housing project. The Casa Youth Shelter is proposing an expansion of their housing as well through entitlements with the City.

Thank you for requesting the City's responses concerning this important subject. I appreciate the opportunity to respond to your study on this topic. If you have any questions, please contact me at (562) 431-3538, extension 220, or via e-mail at TDoby@cityoflosalamitos.org.

Sincerely,
CITY OF LOS ALAMITOS

Tanya Doby
Mayor



ORANGE COUNTY GRAND JURY

700 CIVIC CENTER DRIVE WEST • SANTA ANA, CALIFORNIA 92701 • 714/834-3320
www.ocgrandjury.org • FAX 714/834-5555

May 21, 2026

The Honorable Tanya Doby
Mayor of Los Alamitos
3191 Katella Avenue
Los Alamitos, CA 90720

Received

MAY 26 2026

City Clerk's office
City of Los Alamitos

CONFIDENTIAL

Dear Mayor Doby:

Enclosed is a copy of the 2025-2026 Orange County Grand Jury report, **California Housing Mandates, The Unintended Reshaping of Orange County Neighborhoods**. Pursuant to *Penal Code* 933.05(f), a copy of the report is being provided to you at least two working days prior to its public release. Please note that under that subsection, "No officer, agency, department, or governing body of a public agency shall disclose any contents of the report *prior to the public release of the final report*." (Emphasis added.) It is **requested** that you provide a response to each of the findings and recommendations of this report directed to your office in compliance with *Penal Code* 933.05(a) and (b), copy is enclosed.

Please distribute this report to your governing body.

For each Grand Jury recommendation accepted and not implemented, provide a schedule for future implementation. In addition, by the end of March of each subsequent year, please report on the progress being made on each recommendation accepted but not completed. These annual reports should continue until all recommendations are implemented.

Please mail the response to the recommendations to Sheila F. Hanson, Presiding Judge of the Superior Court, 700 Civic Center Drive West, Santa Ana, CA 92701, with a separate copy mailed to the Orange County Grand Jury, 700 Civic Center Drive West, Santa Ana, CA 92701, no later than **90 days** after the public release date, **May 27, 2026**, in compliance with *Penal Code* 933, copy enclosed. The due date then is **August 27, 2026**.

Should additional time for responding to this report be necessary for further analysis, *Penal Code* 933.05(b)(3) permits an extension of time up to six months from the public release date. Such extensions should be advised in writing, with the information required in *Penal Code* 933.05(b)(3), to the Presiding Judge of the Superior Court, with a separate copy of the request to the Grand Jury.

We tentatively plan to issue the public release on **May 27, 2026**. Upon public release, the report will be available on the Grand Jury website at www.ocgrandjury.org.

Very truly yours,

Judy Howard, Foreperson
2025-2026 ORANGE COUNTY GRAND JURY

JH:jm

Enclosures: Grand Jury Report
Penal Code 933, 933.05

Cc: Chet Simmons, City Manager

CONFIDENTIAL



California Housing Mandates

The Unintended Reshaping of Orange County Neighborhoods



2025-2026 Orange County Grand Jury

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California State Housing Mandates

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SUMMARY

California's perceived housing shortage has prompted the California Legislature to impose increasingly bureaucratic prescriptive State Housing Mandates (Housing Mandates) on local governments, with the stated goal of accelerating production across all income levels. Core frameworks such as the Housing Element and the Regional Housing Needs Allocation (RHNA) process require cities and counties to plan for significant increases in housing capacity. Many additional statutes have contributed to a streamlined development approval process and weakened local discretion with severe penalties for noncompliance. These measures are intended to overcome decades of the perceived underbuilding and restrictive zoning within cities, yet their cumulative effect has been to create unnecessary local government costs, confusion, inequity, and growing tension between state directives and local realities. All of these efforts have led to minimal housing being built.

In Orange County, a region defined by diverse cities, established neighborhoods, and distinct infrastructure constraints, as well as environmentally sensitive areas, these Housing Mandates operate as a one-size-fits-all system poorly suited to local conditions. Housing targets are derived from opaque formulas, that fail to account for land costs, land availability, funding limitations, labor shortages, construction costs, infrastructure capacity and accurate population projections. Without corresponding investments in transit, utilities, schools, parks, public safety, and affordable housing subsidies, the Housing Mandates themselves are largely impractical and difficult to achieve. In addition, because of the financial infeasibility of building low-income housing without subsidies, cities must approve developments with higher density to pay for and meet the affordable housing requirements. As a result, local cities face mounting pressure to comply with requirements that often lack economic and logistical feasibility.

The dissolution of local redevelopment agencies in 2012 eliminated a primary mechanism for financing and managing affordable housing at the local level. In response, the State layered new housing requirements through the Housing Mandates onto cities and counties without restoring comparable funding tools or infrastructure support. Although these laws are framed as solutions to homelessness and affordability, they have in fact caused unintended consequences that have not produced incremental housing production. This is primarily due to regulatory complexity, limited subsidies, and heavy reliance on private market forces. Over time, repeated legislative interventions to solve these challenges have only expanded state authority. This leaves local governments with fewer resources and diminished control.

Housing Mandates have significantly eroded local land-use authority, supplanting community-based planning with rigid, top-down rules. Residents experience a loss of

meaningful input; even as local officials remain legally responsible for compliance. Streamlined approvals frequently bypass public hearings and local design standards, shift liability to cities, and prioritize building over neighborhood character. The practical elimination of traditional single-family zoning and the widespread upzoning of existing neighborhoods threaten longstanding community character while limiting local oversight of height, density, parking, and environmental resilience.

The Southern California Association of Governments (SCAG) determines the RHNA housing allocation for most of Southern California. Within this framework, the Orange County Council of Governments (OCCOG) serves as the County's representative to SCAG in the RHNA process. The RHNA methodology and resulting allocations have been widely criticized as unrealistic, inequitable, and insufficiently transparent.¹ OCCOG's level of influence with SCAG is critical to regional planning outcomes. OCCOG needs substantial funding increases to better advocate in Sacramento and within SCAG to support OC jurisdictions.

Given the significant challenges and inequitable housing allocations experienced during the current RHNA 6th Cycle (2021-2029), it is imperative that Orange County begin strategic preparation for the upcoming 7th Cycle (2029-2037) process. Proactive planning will strengthen the County's ability to advocate within SCAG for fair, data-driven, and achievable housing allocations in the next cycle.

This report examines how Housing Mandates operate in practice within Orange County, and how well-intended legislation has produced unintended consequences for cities, neighborhoods, and local governance. It evaluates the feasibility, effectiveness, and equity of current state policies, and highlights the growing disconnect between mandated housing goals and the capacity of communities to absorb them responsibly. The report underscores the need for housing solutions that respect local conditions, restore meaningful public participation, and align development goals with infrastructure, funding, and community priorities.

BACKGROUND

California continues to experience some of the highest housing prices and rents in the nation, while some say housing production has not kept pace with population and employment growth². State policymakers have concluded that fragmented local decision-making, restrictive zoning practices, and lengthy approval processes, have

¹ [New-Pathways-to-Encourage-Housing-Production-Evaluating-Californias-Recent-Housing-Legislation-April-2023-Final.pdf](#)

² [California Housing in 2025 - Advocacy - California Chamber of Commerce](#)

contributed to this imbalance³. In response, the California Legislature has pursued a more centralized and enforceable approach to housing policy such as Senate Bill (SB)9, SB10, SB35, SB79, SB131, SB330, and Assembly Bill (AB)1050, AB2011(see Appendix A), shifting significant authority from local jurisdictions to the State. Since 2017, the California Legislature has enacted more than one hundred housing-related bills designed to establish clearer production expectations, reduce procedural delays, and strengthen enforcement mechanisms for jurisdictions that do not comply with state housing requirements.

The Housing Element Law (Government Code 65580-65589.11), originally adopted in 1969, remains the foundation of California's housing policy. The law requires every city and county to prepare a Housing Element as part of its General Plan that identifies how the jurisdiction will meet the housing needs of all income groups.⁴ The RHNA process implements these Housing Mandates by assigning each jurisdiction a specified number of housing units—categorized by income level. Compliance is tied to eligibility for state housing and transportation funding, creating substantial financial implications for the County of Orange and its 34 municipalities.

Zoning has long been a cornerstone of local government authority, guiding development, and shaping the physical form of cities.

First introduced in the late nineteenth and early twentieth centuries to address public safety concerns, zoning has since expanded into a sophisticated regulatory system governing land use, building height, setbacks, lot coverage, density, and numerous other development standards. These tools enable local governments to align growth with infrastructure capacity, environmental constraints, and long-term planning objectives, while simultaneously delivering broad public benefits. In addition to protecting public health and safety by distancing residential areas from heavy industrial activities and ensuring reliable emergency access, zoning helps preserve neighborhood character and property values. It also supports community cohesion by balancing residential, commercial, and civic uses, and guides growth in ways that correspond with available public services and facilities. Moreover, zoning plays a vital role in safeguarding environmentally sensitive areas and reducing exposure to wildfire risks, underscoring its enduring importance as a foundational instrument of urban planning.

In recent years, traditional zoning practices have been subject to increasing scrutiny. Critics argue that low-density zoning and land-use restrictions have contributed to housing shortages, affordability challenges, socioeconomic segregation,

³ [In California, statewide housing reforms brush against local resistance | Brookings](#)

⁴ [New-Pathways-to-Encourage-Housing-Production-Evaluating-Californias-Recent-Housing-Legislation-April-2023-Final.pdf](#)

automobile-dependent development, and exclusionary housing patterns.⁵ Housing advocates, civil rights organizations, and some policymakers have cited these concerns as justification for significant state intervention and reform of local land-use authority.⁶

State leaders have relied on these critiques to support a series of Housing Mandates that expand the State's role in local planning decisions. These measures prioritize increased housing production as the central response to the State's affordability challenges. The underlying assumption is that a significant increase in supply will help reduce housing costs. However, historical data reviewed by the 25-26 Orange County Grand Jury (OCGJ) indicate that periods of high housing production in Orange County, including during the 1990s, did not consistently result in improved affordability.⁷ This suggests that housing affordability is influenced by multiple factors other than housing supply, including land values, construction costs, wages, and regional economic conditions.

The dissolution of redevelopment agencies in 2012 further altered the local housing landscape. Redevelopment agencies had served as a significant source of financing for affordable housing and community revitalization projects through tax-increment financing and state-authorized planning powers. Their elimination removed a key funding mechanism for cities and counties.⁸ In subsequent years, the State imposed additional Housing Mandates without restoring revenue sources, leaving jurisdictions and builders responsible for meeting expanded obligations with reduced financial capacity.

The current generation of State Housing Mandates (6th Cycle) reflects multiple statewide policy objectives. Early legislative proposals referenced a goal of constructing approximately 3.5 million new housing units; later that figure was reduced to approximately 2.5 million units.⁹ Despite these goals, statewide production continues to fall short of identified need. To address this, state housing legislation has emphasized increased zoning density, reduced discretionary review, expanded ministerial approval pathways, strengthened density bonus incentives, and increased requirements for jurisdictions to facilitate affordable housing in lieu of government subsidies. Additional measures focus on locating new housing near employment centers and transit corridors to reduce commute times and greenhouse gas emissions.¹⁰

⁵ [National Low Income Housing Coalition - Land Use Restrictions and Affordable Housing](#)

⁶ [Fixing California's housing shortage requires new policy and new politics - Berkeley Economy & Society Initiative](#)

⁷ [Court Agrees Anaheim Violated State Law. Decision is a Big Win for Fair Housing in California | California Department of Housing and Community Development](#)

⁸ [California Post-RDA Affordable Housing Developer Survey: Analysis of Results - San Francisco Fed](#)

⁹ [New-Pathways-to-Encourage-Housing-Production-Evaluating-Californias-Recent-Housing-Legislation-April-2023-Final.pdf](#)

¹⁰ [California State Senate Recent Legislative Actions](#)

Collectively, these policies mark a significant shift in California's approach to land-use governance. While intended to address housing shortages and affordability concerns, they have also raised questions regarding feasibility, infrastructure capacity, public engagement, and the long-term effects on established communities. These issues are particularly relevant in Orange County, where many cities are fully built out, constrained by environmental concerns, geography, and infrastructure limitations, and seeking to balance statutory obligations with community priorities and public expectations. The impact on Orange County and its 34 cities in meeting these Housing Mandates deserves intense scrutiny.

REASON FOR STUDY

The expansion of Housing Mandates has provoked public awareness and challenged local governments. Media coverage has grown, reflecting divergent viewpoints regarding the Housing Mandates' effectiveness, equity, and long-term consequences. Cities across Orange County have responded in a variety of ways, adopting compliance strategies that differ widely in breadth, transparency, and community engagement. Residents have expressed a similarly broad range of perspectives, from support for expanded housing opportunities to concerns regarding neighborhood impacts, infrastructure strain, loss of local control, and limitations on public participation in land-use decision-making.

Housing Mandates have the potential to significantly reshape the character of Orange County Communities.

Beyond requiring increased zoning density and higher residential densities, the Housing Mandates influence demographic patterns, neighborhood character, transportation systems, public services, and environmental concern. Local jurisdictions must absorb these impacts without corresponding state investment in infrastructure, affordable housing subsidies, or restoration of tools previously used to manage growth, such as redevelopment agency financing.

Given these conditions, this report attempts to evaluate both the intended and unintended consequences of Housing Mandates as they are applied within Orange County. It will identify where state requirements may conflict with local capacity and community needs and assess how recent legislative changes have shifted the balance between state authority and local governance. In addition, this report seeks to establish a strategic framework for influencing future housing allocations within SCAG by strengthening the role and effectiveness of OCCOG as we move into the next planning phase.

METHOD OF STUDY

In conducting this study, the OCGJ employed a multi-method approach designed to gather information from a broad range of governmental, professional, construction industry, and community perspectives. The methodology included research, interviews, observational site visits, document review, surveys, and participation in relevant public forums. This comprehensive approach allowed the OCGJ to evaluate how Housing Mandates are interpreted, implemented, and experienced across Orange County jurisdictions.

Research

The OCGJ conducted extensive background research using publicly available sources, including:

- Governmental and agency websites
- Online news and media sources
- Local and Community news outlets

Interviews

The OCGJ conducted interviews with representatives from the following organizations and groups:

- City leadership from multiple Orange County cities
- Sitting and former city officials
- Orange County Council of Governments (OCCOG)
- Orange County Public Works – Development Services
- Orange County Housing & Community Development
- Local housing program administrators
- American Institute of Certified Planners (AICP) – housing specialists
- Private-sector builders and development professionals

Observations and Site Visits

OCGJ members conducted guided site visits and observations of housing and mixed-use developments, including:

Multiple retail and housing developments (market rate, affordable and low income) in:

- Huntington Beach
- Midway City
- Anaheim
- Santa Ana
- Westminster
- Irvine

- San Juan Capistrano

Public Forums and Events

The Members of the OCGJ attended:

- The 2025 Chapman Economic Forecast
- Newport Beach Community Forum
- Foothills Neighborhood Association Town Hall

Government Meetings

The Members of the OCGJ attended:

- Orange County Board of Supervisors
- Orange County Council of Governments (OCCOG)
- Technical Advisory Committee (TAC), a subcommittee of OCCOG
- Monitored City Council meeting within the County

Document Review

- Complaints and correspondence submitted by Orange County residents.
- Community Development Records from applicable jurisdictions

City Survey

The OCGJ developed and distributed written survey questions to Orange County cities to gather information concerning:

- Housing Element compliance strategies
- Local responses to Housing Mandates
- Community engagement processes
- Infrastructure and resource constraints

INVESTIGATION AND ANALYSIS

State Housing Mandates and Local Implementation

The Housing Mandates, through the laws approved by the California Legislature, have pursued a more centralized and enforceable approach to housing policy (Appendix A), shifting significant authority from local jurisdictions to the State. Since 2017, the California Legislature has enacted more than one hundred housing related bills, designed to establish clearer production expectations, reduce procedural delays, and strengthen enforcement mechanisms for jurisdictions that do not comply with state housing requirements.

California's housing statutes are not aspirational guidelines; they carry the force of law and impose affirmative legal obligations on local jurisdictions. Cities are therefore required to plan for, accommodate, and in many cases, approve housing development consistent with Housing Mandates, regardless of local political preferences, historic planning practices or public consensus.

According to California State policy guidance, the Housing Mandates are intended to address decades of housing underproduction that state policymakers identify as contributing to rising housing costs, overcrowding, displacement, reduced economic mobility and a lack of affordable housing.¹¹ From the State's perspective, reliance on regional and local discretion has not consistently generated housing at levels necessary to improve affordability, particularly for lower and moderate-income households.¹² In response, the California Legislature and HCD have adopted a compliance driven model designed to ensure that every jurisdiction contributes to meeting statewide housing needs.

Orange County cities differ significantly. The OCGJ's investigation focused on areas where the state's rapidly evolving legislative requirements conflicted with local zoning practices, infrastructure constraints, and past practices. It also examined how recent statutory reforms shifted authority away from local jurisdictions toward state oversight and enforcement, reshaping the governance methodology and altering both the practical and legal responsibilities of cities.

Within this context, this report does not question whether cities must comply with state housing law—they must—but rather this report's objective is to assist Orange County jurisdictions and the public in understanding the framework within which they operate and enhance the possibility of good planning practices and design. During interviews, city officials and builders described to the OCGJ the benefits of citizen engagement, proactive and early coordination on planning, realistic site inventories, and timely engagement with state agencies to avoid punitive actions.

Public communication and civic education is essential. Several Orange County cities reported undertaking efforts to engage residents and explain how the Housing Mandates affect local decision-making authority, including reductions in traditional zoning discretion. Transparent public outreach was identified as an important practice for maintaining community trust and managing expectations in an era of constrained local control.

Through interviews, document review, site observations, and comparative analysis, several key themes emerged and are expanded on below:

¹¹ [Statewide Housing Plan](#)

¹² [California Legislative Analyst's Office - California Housing](#)

- Environmental Context and CEQA
- RHNA Process
- RHNA Challenges
- Penalties of Not Having an Approved HCA Housing Element
- Penalties for Not meeting Approved Housing Plan
- Feasibility of Housing Mandate in Orange County
- One Size Does Not Fit All
- California and OC Population Trends
- 6th Cycle Housing Allocations in OC
- City Challenges
- 7th Cycle Concerns

Environmental Context and CEQA

In 1970, California enacted the California Environmental Quality Act (CEQA) with broad legislative support. These are the broad body of environment laws that attempt to protect California's environment¹³. Its core purpose is to ensure that state and local government agencies identify and publicly disclose the environmental impacts of proposed projects before approving them.¹⁴ Importantly, CEQA does not prohibit development; it ensures development is done responsibly, with environmental protections, public notice, and accountability. It has played a key role in shaping California's environmental standards for over five decades. Yet recent housing laws are chipping away at these hard-won environmental protections and may put our environment at risk.

Over time, the California Legislature has adopted amendments intended to streamline housing projects. Several interviewees asserted that recent statutes—including A130 and SB131—have the effect of narrowing CEQA's environmental review for qualifying housing projects by expanding ministerial or exempt pathways¹⁵. Before CEQA and the Federal Clean Air Act, Southern California experienced severe air pollution, with the region enduring over 200 days each year of unhealthy ozone levels.¹⁶ In the 1970s, this led to frequent smog alerts and restrictions on outdoor activity for vulnerable residents¹⁷. Longtime residents recall this period as one when smog was so persistent it regularly obscured visibility and affected daily life. Today, air quality in Southern California is dramatically improved, with far fewer unhealthy-air days due to decades of CEQA

¹³ [PPIC Statewide Survey: Californians and the Environment - Public Policy Institute of California](#)

¹⁴ [South Coast Air Quality Management District - CEQA](#)

¹⁵ [California Lawmakers Approve Major Overhaul of Landmark Environmental Law | KQED](#)

¹⁶ [How Los Angeles Began to Put its Smoggy Days Behind | History & Society | PBS SoCal](#)

¹⁷ [Los Angeles Historical Air Quality Analysis: AQI, PM, CO, SO2, NO2, O3](#)

measures that have collectively transformed the air basin and made local conditions significantly cleaner and healthier than during the smog-filled 1970's.¹⁸



A smoggy aerial view of downtown Los Angeles in January 1975.

Polling in California consistently shows strong public support for environmental protection, though some surveys also indicate support for regulatory changes aimed at increasing housing production and lowering costs.¹⁹

Recent laws have made it simpler to construct housing by scaling back environmental controls.²⁰ While this may accelerate development, it also threatens to weaken important environmental protections that California has relied on for decades. And importantly, there is no guarantee that these streamlined projects will provide affordable homes or meaningfully improve the housing crisis.

¹⁸ [How Los Angeles Began to Put its Smoggy Days Behind | History & Society | PBS SoCal](#)

¹⁹ [PPIC Statewide Survey: Californians and the Environment - Public Policy Institute of California](#)

²⁰ [In California, statewide housing reforms brush against local resistance | Brookings](#)

Regional Housing Needs Assessment Process

RHNA is the State mandated process that determines the number of new housing units across various income levels that each city and county must plan for each 8-year cycle.²¹ It requires local governments to zone adequate land to meet projected regional housing needs.²² RHNA is implemented through the HCD whose mission statement emphasizes safe, affordable homes and sustainable communities.²³

The RHNA process begins with HCD's review of household growth projections to estimate future housing needs by region. The California Department of Finance shares demographic projections with regional planning bodies known as Councils of Governments (COGs). These projections form the basis for RHNA determinations among California regions, and each COG then develops suballocations for counties and cities within its jurisdiction. Each city is required to update a Housing Element as part of its General Plan, describing objectives, programs, and housing sites consistent with RHNA goals. In recent years, the California Legislature has enacted statutes expanding HCD's authority in reviewing and enforcing RHNA related plans.²⁴

SCAG is the largest COG in the State which includes Imperial, Los Angeles, Orange, Riverside, San Bernardino, and Ventura Counties. SCAG represents 197 jurisdictions across more than 38,000 square miles. SCAG develops RHNA allocations for its member jurisdictions and also engages at the state level on issues relevant to regional planning, including housing legislation.²⁵

OCCOG, established as a joint power's agency in 1996, serves as a representative of Orange County to SCAG on RHNA planning (and other issues, i.e., transportation). The organization emphasizes collaboration, transparency, and consistent advocacy to ensure Orange County's interests are effectively represented in regional planning, areas where the OCGJ has identified deficiencies.²⁶

OCCOG's charter describes it as a voluntary advisory association of local governments seeking sub regional and regional planning, coordination, and technical assistance on issues of mutual concern. OCCOG has an Executive Director and minimal staff. A member of the Orange County Board of Supervisors serves on the OCCOG Board and is the SCAG representative for the County of Orange.²⁷

²¹ [California Housing Element Law Explained – Legal Clarity](#)

²² [The California State of Real Estate - Realtor.com Economic Research](#)

²³ [Welcome to HCD! | California Department of Housing and Community Development](#)

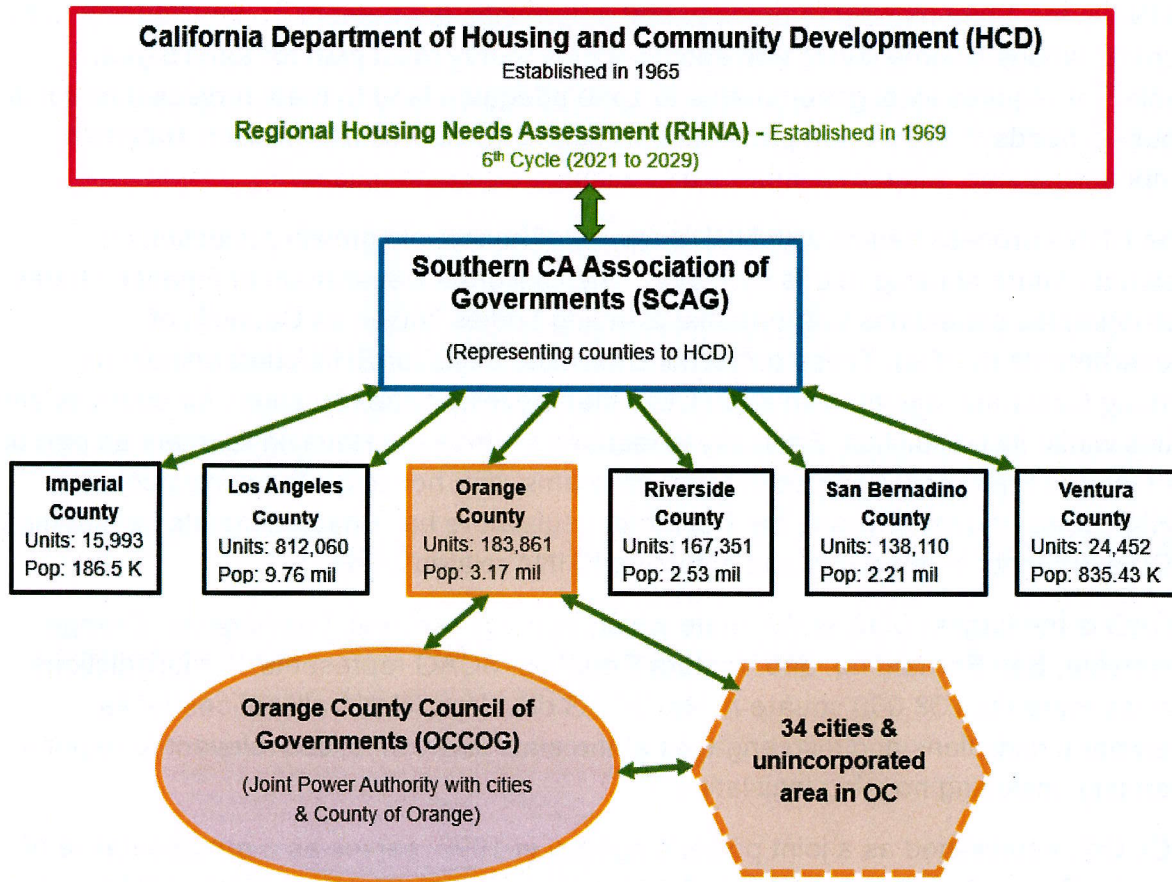
²⁴ [Enforcement Authority | California Department of Housing and Community Development](#)

²⁵ [About us | Southern California Association of Governments](#)

²⁶ [Orange County Council of Governments](#)

²⁷ [Orange County Council of Governments](#)

RHNA PROCESS



SCAG adopted its 6th Cycle housing allocation plan for the period of October 2021 through October 2029. The plan assigns 1,341,827 additional housing units across the SCAG region—which includes most of Southern California—and distributes those units among cities and unincorporated areas, including those in Orange County.²⁸

Stakeholders reported that the 6th Cycle methodology resulted in a significant housing unit increase compared with the 5th Cycle allocation to SCAG of 411,953 units; representing approximately a 300% increase. The dramatic increase prompted the municipalities to request reviews and appeals of their assigned housing requirements. In response, HCD cited multiple reasons for the regional increases including unit overcrowding, affordability indicators, the ongoing effects of previously unbuilt housing units during the 2008 recession and the statutory adjustment factors under California Government Code § 65584.01 (statutory formula)²⁹

²⁸ [Southern California COG Regional Housing Need Determination](#)

²⁹ [Southern California COG Regional Housing Need Determination](#)

Summarized are the five objectives that the COGs (i.e. SCAG) must further in their allocation methodology (Gov. Code § 65584(d)):³⁰

- Increasing the housing supply and the mix of housing types, tenure, and affordability in all cities and counties within the region in an equitable manner, resulting in allocations for low and very low-income households, and providing for extremely low and acutely low-income allocations within the range prescribed by statute
- Promoting infill development and socioeconomic equity, protecting environmental and agricultural resources, encouraging efficient development patterns, and achieving greenhouse gas reduction targets pursuant to Government Code section 65080.
- Improving the intraregional relationship between jobs and housing, including balance between low wage jobs and housing affordable to low wage workers.
- Allocating a lower proportion of housing need to an income category where a jurisdiction already has a disproportionately high share of households in that category relative to the countywide distribution.
- Affirmatively furthering fair housing.

These objectives are intended to support more economically diverse communities by assigning housing to high resource, job rich areas and by encouraging infill development while protecting environmental resources (CEQA).³¹ RHNA assigns targets to each jurisdiction by income category. For the 6th Cycle, the four income categories are: Very Low ($\leq 50\%$ of county median income), Low (50–80%), Moderate (80–120%), and Above Moderate ($\geq 120\%$)³². Through HCD and RHNA, California instructs and enforces compliance with specific housing targets.

Regional Housing Needs Analysis Challenges

The cities' leadership in Orange County offered multiple critiques of RHNA, including: (1) allocation methodology at SCAG does not reflect local housing need, (2) concerns of fairness in allocation across jurisdictions, (3) the appeal process to SCAG by local governments were consistently denied, and (4) assigned housing goals do not consistently translate into actual permitting, especially for lower income households.³³ HCD has stated that RHNA goals should not be interpreted as a production forecast but

³⁰ [California Department of Housing and Community Development |](#)

³¹ [The 5 Statutory Objectives of the RHNA Methodology](#)

³² [State Housing Law Program | California Department of Housing and Community Development](#)

³³ [Best Practices for Allocating & Evaluating RHNA](#)

as a planning objective.³⁴ Even with this planning objective, Orange County jurisdictions reported significant operational and fiscal challenges associated with implementation.

Jurisdictions described resource constraints that affect their ability to implement the Housing Mandates consistent with legislative intent, including staffing limitations, the need for specialized consultant support, and budget constraints. Several cities characterized RHNA determination and compliance as complex and costly. Some cities reported spending hundreds of thousands of dollars (sometimes reaching close to \$1,000,000) to meet the reporting mandate. Taxpayer money spent on planning does not directly result in the construction of housing units.

Interviewees also reported that SCAG's approved methodology is complex and difficult for elected officials to communicate their housing allocation and ultimate Housing Element to their constituents. HCD and SCAG should take steps to improve the RHNA processes, including enhancing communication transparency and simplifying data driven methodologies. Additionally, recognizing the compliance costs to taxpayers cannot be left unaddressed even as the 7th Cycle planning is currently underway.

In October 2021, the California State Joint Legislative Audit Committee approved an emergency audit of HCD's regional determination process, citing limited public visibility of calculation methods and a need for independent review.³⁵ Further, the audit identified errors in certain data calculations and raised concerns³⁶. The California State Auditor subsequently issued findings that criticized aspects of HCD's methodology indicating potential inflation of requirements by a substantial number of housing units.³⁷ Some of the cited errors included the use of very outdated and inaccurate vacancy factor rates³⁸. One report even suggests base information used was from the 1980's³⁹. Others reported that HCD relied on population projections that differed from California Department of Finance forecasts, which generally show relatively modest long-term growth, and instead used assumptions that resulted in significantly higher projected housing needs.⁴⁰ HCD's response, to the California State Auditor, and on their website, acknowledged there was room for improvement and addressed the allocation criticisms in very general terms but did not mention that the numbers had been or would be corrected.⁴¹

³⁴ [New-Pathways-to-Encourage-Housing-Production-Evaluating-Californias-Recent-Housing-Legislation-April-2023-Final.pdf](#)

³⁵ [California Auditor Report 2021-125](#)

³⁶ [California Auditor Report 2021-125](#)

³⁷ [More Homes, Hardly Any Population Growth—So Why Is California Still So Expensive?](#)

³⁸ [CA Auditor Bashes State's Mandated Housing Numbers, Says Process Is Flawed, Lacks Oversight](#)

³⁹ [CA Auditor Bashes State's Mandated Housing Numbers, Says Process Is Flawed, Lacks Oversight](#)

⁴⁰ [Court: 'Regional Housing Need' Determinations Aren't Judicially Reviewable - Davis Vanguard](#)

⁴¹ [California State Auditor - Report 2021-125 Recommendation 3 Responses](#)

Separately, in June 2021, OCCOG, on behalf of the Orange County cities, filed a judicial challenge to HCD's regional housing determination, arguing that HCD failed to follow statutory requirements in developing the RHNA allocation.⁴² The trial court dismissed the petition in November 2021, and the Second District Court of Appeal affirmed that dismissal in July 2023, holding that neither OCCOG nor its member cities could challenge HCD's methodology.⁴³ On August 24, 2023, the OCCOG Board authorized counsel to petition the California Supreme Court for review, but the Court denied the petition on October 11, 2023, effectively ending OCCOG's legal challenge.⁴⁴ During the 6th Cycle process, SCAG received 48 appeals from cities challenging their housing allocation within their 45-day appeal period. After SCAGs review, they quickly denied 47 of them.⁴⁵ This demonstrates limited jurisdictional influence over the allocation and appeal process. This series of rulings confirms that HCD's statutory authority has been upheld by the courts, and that any changes sought by local jurisdictions may be addressed better through the legislative process rather than litigation.

Penalties for Not Having an HCD-Approved Housing Element

A city that fails to obtain certification of its Housing Element from the HCD is considered out of compliance with state Housing Element Law and becomes subject to a range of escalating enforcement actions.⁴⁶ HCD's Housing Accountability Unit (HAU) has authority to initiate enforcement, including referral to the California Attorney General for legal action when a jurisdiction does not meet statutory planning requirements.⁴⁷ When a city is out of compliance, it can be exposed to severe statutory penalties, such as lawsuits by the Attorney General or outside entities, court-imposed fines ranging from \$10,000 to \$600,000 per month, and court orders that may mandate project approvals, require rezoning, suspend a city's authority to issue building permits, or even strip the city council of land-use authority until compliance is achieved.⁴⁸

The most concerning and widely known consequence of noncompliance is the Builder's Remedy, which restricts a city's ability to deny qualifying housing projects even when they conflict with the city's General Plan or zoning rules.⁴⁹ Under this provision, developers may propose larger, denser projects that bypass local zoning controls if at least 20% of the units are affordable to low-income households or if the project is 100%

⁴² [OCCOG Press Release HCD](#)

⁴³ [Orange Cnty. Council of Gov'ts. v. Velasquez - vLex United States](#)

⁴⁴ [Orange County Council of Governments](#)

⁴⁵ [Orange County Council of Governments](#)

⁴⁶ [Analysis Finds Davis Not on Track to Meet Housing Requirements without Approval of Two Voter Projects - Davis Vanguard](#)

⁴⁷ [Analysis Finds Davis Not on Track to Meet Housing Requirements without Approval of Two Voter Projects - Davis Vanguard](#)

⁴⁸ [Housing Open Data Tools | California Department of Housing and Community Development](#)

⁴⁹ ["Builder's Remedy" Reform Bill Approved by Governor Newsom | Allen Matkins](#)

moderate-income.⁵⁰ Cities without a compliant Housing Element lose their ability to regulate these projects through their typical zoning constraints unless they can demonstrate specific, adverse health or safety impacts.⁵¹ Additional consequences include loss of access to key state funding sources and being placed on a shorter four-year Housing Element update cycle rather than the standard eight-year schedule.⁵²

As of this writing, some Orange County cities—such as Huntington Beach and Seal Beach—have not yet obtained certification of their Housing Elements for the 6th Cycle or have been subject to enforcement actions related to noncompliance, while others, such as Costa Mesa, have only achieved compliance after delays and state intervention.⁵³

Penalties for Not Meeting Housing-Plan Construction Goals

While RHNA production targets are planning requirements, not actual construction mandates – cities may face meaningful consequences if they fail to implement the programs and rezoning commitments included in their certified Housing Elements. HCD's HAU monitors compliance with both Housing Element commitments and state housing laws, and violations may prompt enforcement letters, monitoring actions, or legal referrals to the Attorney General.⁵⁴ Courts have shown a willingness to override local discretion when a city's failure to implement its Housing Element prevents the jurisdiction from accommodating its assigned RHNA allocation.⁵⁵ In some cases, courts may mandate rezoning, invalidate local development restrictions, or require approval of specific projects to ensure that adequate housing capacity is created.⁵⁶

Feasibility of Housing Mandate in Orange County

The feasibility of California's Housing Mandates in Orange County raises significant practical concerns. HCD, during the 6th Cycle, has allocated 183,161 housing units to Orange County to be constructed by 2029 with 30% being considered 'affordable'. However, according to the US Census Bureau, Orange County is only producing an average of 5,000 units a year over the past 5 years.⁵⁷ Clearly this is a dilemma for the County. While it is relatively easy for the California Legislature to pass ambitious housing laws, the actual construction of these units is far more challenging. The Housing Mandates may be well-intentioned but translating them into real-world development is complex, due to constraints in land availability and costs, infrastructure

⁵⁰ [Builder's Remedy Primer](#)

⁵¹ [The Builder's Remedy and Housing Elements](#)

⁵² [Housing Elements | California Department of Housing and Community Development](#)

⁵³ [Appeals Court Orders Huntington Beach to Comply with State Housing Law - Davis Vanguard](#)

⁵⁴ [Enforcement Process | California Department of Housing and Community Development](#)

⁵⁵ [Appeals Court Orders Huntington Beach to Comply with State Housing Law - Davis Vanguard](#)

⁵⁶ [Appeals Court Orders Huntington Beach to Comply with State Housing Law - Davis Vanguard](#)

⁵⁷ [Index of /programs-surveys/popest/tables](#)

capacity, high construction and labor costs, community acceptance, and capital formation.

Capital formation for housing development in Orange County faces significant challenges. The cost of capital remains high, and the long timeline required to entitle, build, and eventually generate revenue increases financial risk for developers. Interest-rate volatility further complicates financing, affecting both equity investment and construction loan terms. At the same time, affordable housing projects often struggle to qualify for limited government subsidies, leaving many developments financially infeasible. These pressures are intensified in Orange County, which has some of the highest land and construction costs in California, making lower-income housing especially difficult to deliver without substantial public support.^{58 59 60 61}

Most parts of Orange County are already built out, leaving limited land available for new development. Substantial portions of the remaining undeveloped areas are further constrained by coastal regulations, floodplains, wildfire-prone zones, steep hillsides, protected open space, and other environmentally sensitive lands. These physical and regulatory barriers significantly reduce the amount of land that can realistically be developed. At the same time, the County faces substantial infrastructure limitations—including constraints on water and sewer systems, road capacity and traffic circulation, parking availability, schools, parks and recreation space, transit corridors, and even utilities such as electricity and natural gas. Taken together, these constraints sharply limit how much additional housing can be accommodated, even when zoning or Housing Mandates call for higher densities.

High construction costs remain a major obstacle to new housing production, driven by escalating prices for essential building materials such as lumber, steel, concrete, and electrical components. Persistent labor shortages across skilled trades further compound these costs, as limited labor supply leads to higher wages and project delays. Appliance costs have also risen significantly, especially for energy-efficient or higher-end models now commonly required by building codes or market expectations. Additionally, the desired level of luxury or finish, such as premium flooring, countertops, fixtures, and community amenities, can substantially increase overall project budgets, making even modest housing developments expensive to deliver.

Reports indicate it cost approximately \$500,000 to \$800,000 to build a one-bedroom low-income rental unit in Orange County. Low Income units require rental subsidies.

⁵⁸ [Turner Center UC Berkeley Development Math](#)

⁵⁹ [Interest Rates Impact Construction Project Funding](#)

⁶⁰ [CHP State Housing Needs Report](#)

⁶¹ [The High Cost of Producing Multifamily Housing in California: Evidence and Policy Recommendations | RAND](#)

With declining federal, state, and local funding subsidies, it is difficult to build affordable housing. Developer interest therefore is focused on market rate housing production.

In short, Housing Mandates are legally binding, yet remain extraordinarily difficult for many cities to achieve. While RHNA serves a key role as a planning tool, requiring cities to zone for additional housing and align local policies with statewide objectives, meeting the full scale of assigned housing targets, especially for lower-income households, is often unrealistic without sustained public funding, expanded infrastructure, and ongoing State support. In practice, the Housing Mandates alone do not produce homes. Achieving HCD/SCAG goals in Orange County ultimately depends on market-responsive policies, and complementary funding strategies. It is not simply higher numerical requirements or punitive measures.

In practice, Housing Mandates alone do not build homes.

One Size Does Not Fit All

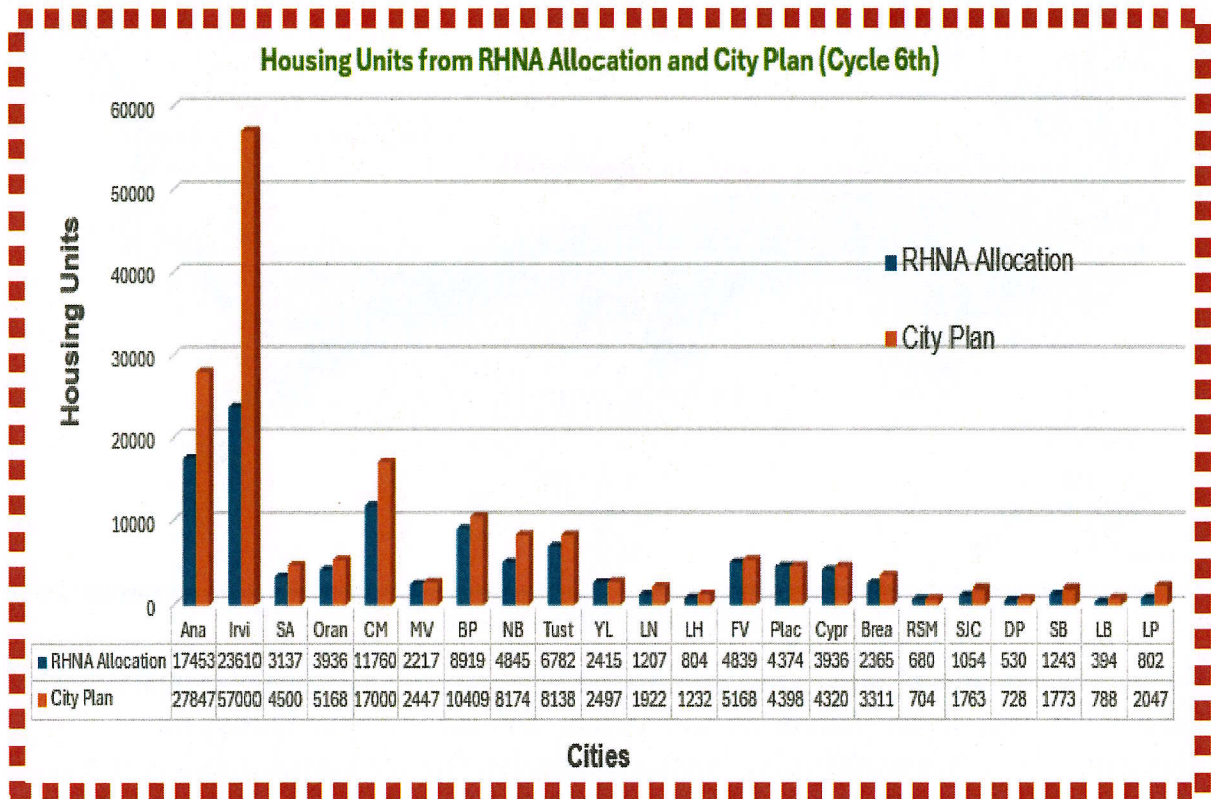
California's statewide Housing Mandates are intended to address a persistent and perceived shortage of housing.⁶² However, the OCGJ found that the uniform statutory framework governing the RHNA process can function as a blunt instrument when applied across jurisdictions with widely differing conditions. City leadership consistently noted that a one-size-fits-all approach may not fully account for the unique character, environmental, infrastructural, economic, demographic, and geographic circumstances facing individual communities.

Several stakeholders noted that the RHNA process does not adequately differentiate among jurisdictions with varying levels of infrastructure capacity, longstanding physical or environmental constraints, or distinct development patterns. In particular, it fails to account for older, largely built-out cities—such as Garden Grove, Westminster, La Habra, and Fountain Valley, where available land is minimal and new housing can occur primarily through infill development. In these contexts, construction is typically more complex and costly, further challenging feasibility. As a result, some local governments face disproportionate burdens in accommodating housing allocations that do not fully reflect on-the-ground constraints and local conditions.

The OCGJ notes that perspectives on this issue varied considerably. Interviewees from fast-growing or infrastructure-rich areas were more likely to support uniform standards, arguing that consistent requirements prevent jurisdictions from avoiding their fair share of housing obligations. Others expressed the view that Housing Mandates are necessary to overcome decades of underproduction and local resistance to growth.

⁶² [California Department of Housing and Community Development | California Department of Housing and Community Development](#)

Ultimately, comments on the adequacy and fairness of California's uniform approach depended heavily on local context and a jurisdiction's capacity to absorb additional housing.



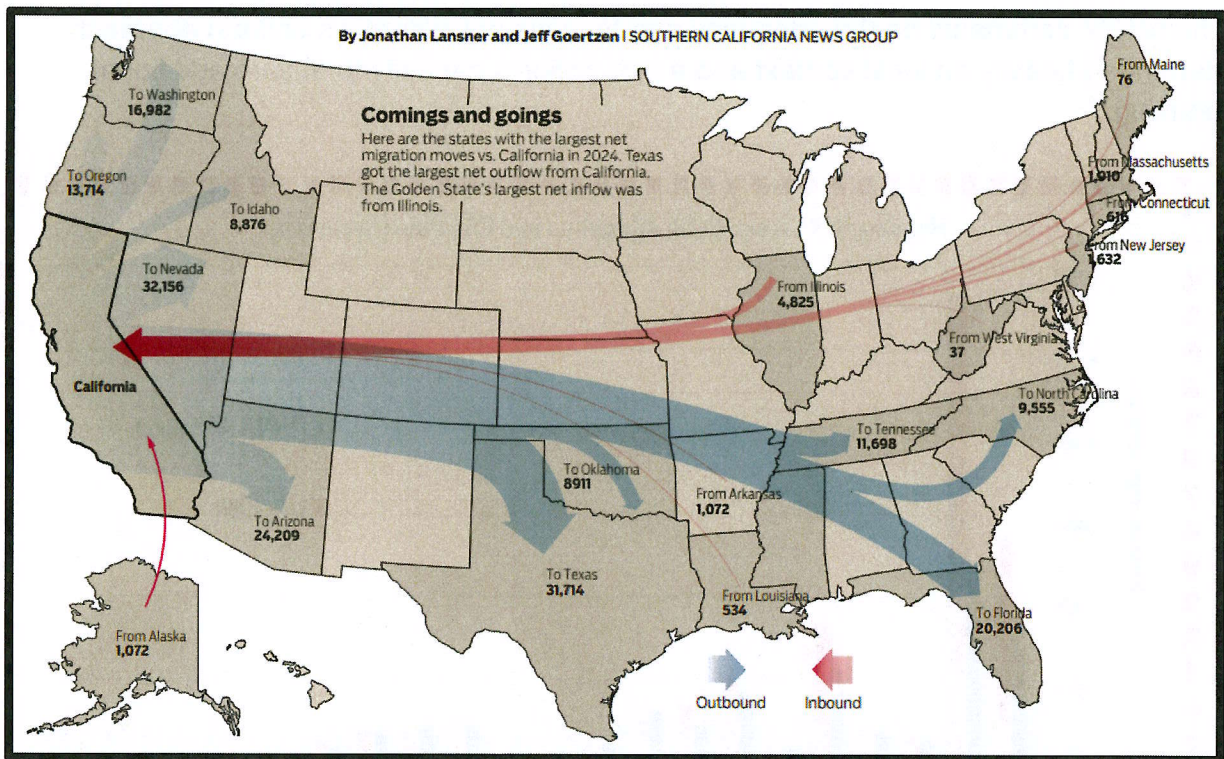
Data source: Cities' responses to the 2526 Grand Jury's survey

California and Orange County Population Trends

Over the past three decades, California has undergone a profound demographic shift. After more than a century of rapid population expansion (growing from under 20 million in 1970 to nearly 40 million by 2020) the State's growth has slowed dramatically, and in recent years has turned negative.⁶³ According to the Public Policy Institute of California, California lost 322,000 residents between July 2020 and July 2022 due largely to emigration, declining births, and reduced immigration.⁶⁴ And although modest growth resumed between 2022 and 2025, the overall trend remains flat and well below historical norms. As previously noted, this validates the California State Auditor's criticism of HCD, and its projections based on population.

⁶³ [CSUF - Center for Demographic Research](#)

⁶⁴ [California's Population - Public Policy Institute of California](#)



Source Orange County Register ⁶⁵

Historically, one of California's fastest-growing regions, Orange County, exhibits similar trajectories – population stagnation and decline. The U.S. Census Bureau has documented recent population decreases, noting that Orange County's long-standing growth pattern began to reverse in the early 2020's due in part, to an aging population, and reduced international migration and increased outmigration.⁶⁶ These trends challenge long-held assumptions about continuous growth in Orange County and suggest that future planning should incorporate demographic stabilization rather than expansion.

Despite these emerging realities, population projections used during the 6th Cycle (2021–2029) relied on pre-pandemic models that assumed continued growth.⁶⁷ HCD's 6th Cycle regional determination began with population forecasts from the Department of Finance and applied upward adjustments for overcrowding, cost burden, and vacancy—factors that significantly inflated the region's housing need calculation. However, by 2020–2025, many of these underlying drivers shifted in the opposite direction as

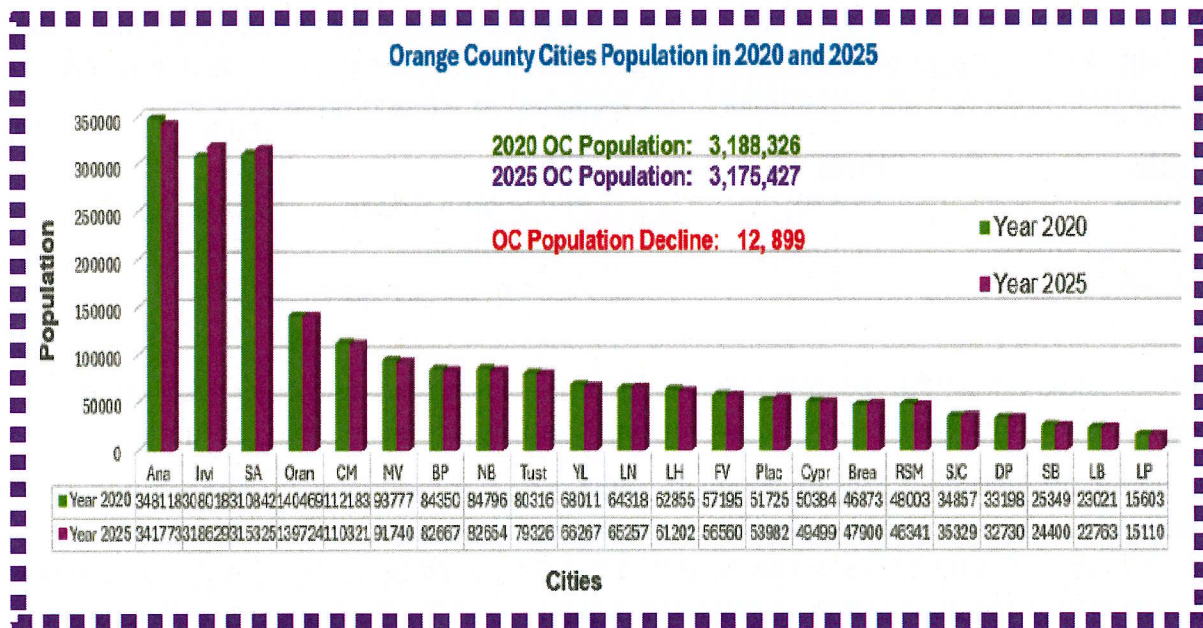
⁶⁵ [Infographic: Are people leaving California? Here's what the numbers show us – Orange County Register](#)

⁶⁶ [Infographic: Are people leaving California? Here's what the numbers show us – Orange County Register](#)

⁶⁷ [Presentation: Overview of Regional Growth Forecasting, Modeling Task Force May 25, 2022 Meeting](#)

California entered a period of population decline, raising questions about the accuracy of the assumptions embedded in the 6th Cycle projections. SCAG has acknowledged concerns from stakeholders regarding the appropriateness of the population and household growth assumptions used during the 6th Cycle and has initiated discussions with HCD to reform the methodology.⁶⁸

Looking ahead to the 7th Cycle, California's demographic outlook is markedly different from the 6th Cycle. The Department of Finance's newest long-range projections (2024 baseline) show significantly slower statewide and county-level growth through 2070, with some regions, including Orange County, projected to experience prolonged stagnation or decline.⁶⁹ These updated projections, combined with post-2020 population losses, underscore the necessity for HCD and SCAG to recalibrate their methodologies so that the next RHNA Cycle reflects a more accurate and data-driven assessment of true housing need. Without incorporating the State's new demographic trajectory, RHNA risks overestimating future household growth and imposing planning obligations disconnected from both California's and Orange County's actual population realities.



Data source: Orange County Progress Report 2025

Notes: This chart includes only cities, who responded to the 2526 Grand Jury's survey.

6th Cycle (2021–2029) Housing Allocations in OC

California's Housing Element Law requires every city and county to plan for its share of regional housing need. For the 6th Cycle (October 2021–October 2029), SCAG

⁶⁸ [PowerPoint Template for SCAG Presentations](#)

⁶⁹ [Projections | California Department of Finance](#)

assigned the Orange County subregion a total of 183,861 housing units, allocated across four income categories: Very Low, Low, Moderate, and Above Moderate.⁷⁰

While RHNA establishes the minimum number of units each jurisdiction must plan for, this OCGJ finds that cities seeking to meaningfully expand affordable housing production must adopt local housing targets that exceed their RHNA assignment. This is largely because the cost of constructing deed-restricted affordable units—often approaching \$700,000 per unit—is rarely economically feasible without substantial public subsidy, layered financing, and other creative development strategies. As a result, cities increasingly rely on density bonus incentives, allowing developers to build additional market-rate units in exchange for providing affordable units, to help close funding gaps and meet lower-income housing obligations.

The RHNA process begins with the HCD determining the amount of housing needed for each region, including affordability levels, and continues with a regional agency (here, SCAG) dividing that need among counties and cities. SCAG's final 6th Cycle plan assigns Orange County jurisdictions a combined 183,861 total units for 2021–2029.⁷¹

SCAG's allocation plan further distributes Orange County's total to each city (and to the County's unincorporated area). The largest allocations go to major employment and population centers, with substantial totals assigned to, among others:

<u>City</u>	<u>Units</u>	<u>City</u>	<u>Units</u>
Irvine	23,610	Huntington Beach	13,368
Garden Grove	19,168	Costa Mesa	11,760
Anaheim	17,453	OC Unincorporated	10,340

These totals reflect the regional policy judgment—guided by state objectives—that jurisdictions must plan for additional housing capacity across income categories.

In summary, RHNA 6th Cycle allocations establish minimum planning obligations, but they do not, by themselves, overcome the structural feasibility barriers that constrain low-income housing delivery. This higher target is justified by (1) the anticipated attrition between zoning capacity and constructed projects, and (2) the necessity of leveraging private development to be incentivized to build affordable housing in a market where restricted rents cannot reliably support new construction without layered public assistance.

⁷⁰ [Regional Housing Needs Assessment | Southern California Association of Governments](#)

⁷¹ [Regional Housing Needs Assessment | Southern California Association of Governments](#)

City Challenges

California's increasingly prescriptive Housing Mandates have placed substantial pressure on local governments in Orange County, requiring cities to plan for significantly higher levels of housing capacity. The cumulative effect has been added local government costs, uncertainty in interpreting evolving state requirements, inequities among jurisdictions, and escalating tension between state directives and the longstanding expectation of local control over planning and zoning.

While the State has articulated policy goals and methodology behind its Housing Mandates, the top-down framework often overlooks the essential role of local communities in electing officials to ensure that planning and zoning decisions reflect the values and priorities of the electorate—the very reason most cities incorporated in the first place. This disconnect has contributed to considerable tension, community frustration, and political instability in many Orange County cities, not to mention the constituents' lack of confidence that their elected officials are representing their interests.

To successfully meet the requirement of the Housing Mandates cities must file a Housing Element with HCD every eight years to meet the aggressive targets being mandated. Many local cities lack the internal expertise and staff time to draft such housing submissions and thus must hire costly external consultants to prepare appropriate legal documents. As previously noted, the costs to cities have been between \$100,000 and over \$1,000,000 for some of the larger cities. With 34 cities in Orange County and the County also required to provide a housing plan, the administrative costs are in the millions of dollars just to comply. With many local cities having budgetary challenges, this administrative burden is just another unfunded liability. These taxpayer dollars are spent to comply with the law and have no commensurate direct beneficial outcome for the community.

In Orange County, the Housing Mandates have substantially narrowed local land use discretion while increasing administrative, legal, and compliance risks for cities. Although framed as a planning requirement, the Housing Mandates have expanded residential density and embedded enforceable state oversight into what were traditionally local planning functions. As a result, compliance and enforcement mechanisms have begun to reshape municipal governance and materially influenced developmental patterns across the county. The result of these impacts in Orange County includes but are not limited to the following:

- Reduced local land-use authority
- Administrative and staffing burdens
- Financial expense
- Infrastructure limitations

- Increased legal exposure
- Political and community conflict
- Unfair RHNA housing allocations across the cities

Each city in Orange County has had a variety of challenges based upon differences in geography, fiscal capacity, land availability, funding availability, development interest and conditions, local policy decisions and community responses. The impact of the Housing Mandates has had dramatic impacts and cannot be ignored.

For example:

Anaheim: As the largest (population) city in Orange County, Anaheim has a strong fiscal base, including significant tourist-based revenue, and has already permitted and constructed a large number of housing units especially in light of their massive OC Vibe residential, retail and entertainment district. This is not to say, however, that they do not have their challenges with developers pushing to increase density within Anaheim Hills and the City's concern of density and building into a designated high-fire risk area. Due to its population of over 300,000, unlike most Orange County cities, Anaheim does have access to state and federal dollars, to assist in meeting the affordable housing requirements.

Costa Mesa: Costa Mesa is one of only three Orange County cities still without a compliant Housing Element. Its continued effort to defend local regulations on sober living homes—rules that HCD does not formally recognize—has already cost the city access to certain state low-income housing funding. The situation worsened when one of the City's largest developers withdrew all of his properties from Costa Mesa's Housing Element inventory, slashing projected housing capacity from roughly 17,000 units to the bare minimum of about 11,750 units needed to meet state requirements.⁷² This leaves the City with virtually no buffer to achieve compliance.

Fountain Valley: Fountain Valley is largely built out, with approximately 90% of its land already utilized. Limited available land and constrained financing capacity present major hurdles in Fountain Valley ever being able to meet the state requirements.

Huntington Beach: Huntington Beach has adopted a totally different strategy to address the Housing Mandates. They have aggressively pursued litigation in an effort as a "charter city" to preserve local land-use authority. This approach has resulted in substantial legal costs and financial exposure for the City for noncompliance. The City's

⁷² [Planning Commission Bombshell: Housing Element Update Crisis in Costa Mesa](#)

legal challenges have all been denied including a final appeal to the US Supreme Court.⁷³ Consequences for non-compliance are pending.

Irvine: Irvine's response to the Housing Mandates differs from other Orange County cities. Being very progressive with available land currently under development, and two major developers active, the master planned community of Irvine has substantial flexibility. They have submitted to the State committing to build 56,000 additional units even though their allocation is approximately 26,000 units, the highest in Orange County. The original vision of Irvine being a residential community with commercial and residential balance runs the risk of being seriously eroded with high density apartments being vigorously constructed. This suggests Irvine might ultimately be more of an urban versus suburban community in the future. Residents are starting to be concerned as to the impact on traffic, parks, and schools. Furthermore, the current City council's recent move to rezone past open space commitments has created voter activism and resistance.

Newport Beach: Newport Beach has faced difficulty implementing the Housing Mandates due the concerns regarding community character, coastal constraints, and local values, contributing to resistance to higher density residential development. While elected officials worked hard at engaging and educating the community on the Housing Mandates, as development projects started to come on-line, major public resistance ensued. A recent ballot initiative was just approved to push back on the City's approved Housing Element.⁷⁴

Mission Viejo: In March 2026, hundreds of Mission Viejo residents rallied in opposition to a proposed expansion of the Vista Del Lago apartment complex off Marguerite Parkway. The developer's plan called for demolishing 68 existing units and replacing them with 418 new units, resulting in a net increase of 350 units, as well as constructing a new parking structure. The expansion would bring the total number of units on the 33-acre property to 958 units, dramatically increasing density in an area surrounded primarily by single-family homes.

After hours of heated public testimony and debate, the City Council voted 3–2 to advance the project. A majority of councilmembers stated they felt they had no choice but to approve the development due to the Housing Mandates, which require cities to zone and plan for significantly higher housing densities regardless of local neighborhood opposition.⁷⁵

⁷³ [Attorney General Bonta Celebrates U.S. Supreme Court's Denial of Huntington Beach's Challenge to State Housing Laws | State of California - Department of Justice - Office of the Attorney General](#)

⁷⁴ [Newport Beach may dump state mandate as residents prep to vote on plan for far fewer housing units | LAist](#)

⁷⁵ [Editorial: Mission Viejo's needless angst over apartments – Orange County Register](#)

San Juan Capistrano: Due to its historical significance and geographic characteristics, the City has been challenged to meet the Housing Mandates. It is a tale of two communities – residents of great wealth and a large lower socioeconomic population requiring the need for more affordable housing. To date, City leadership appear to have built partnerships with low-income developers to build projects that maintain the community's heritage and meet the needs of the City. As high-end development takes place, a "fee in lieu" is assessed that generates funds for affordable housing. Superb planning and design have led to across-the-board community support for well designed, low-income redevelopment projects completed or underway.

Santa Ana: Santa Ana is already considered by HCDs' RHNA process to be a densely populated, lower socioeconomic community, and it has the lowest housing target in Orange County with only 3,137 units. Like Anaheim due to its population size, it has access to more federal and state housing dollars to meet its low-income housing compliance obligations.

The County of Orange: The County also has a RHNA requirement for its unincorporated areas. The County struggled to obtain certification of its Housing Element in 2025; it required multiple revisions due to the nature of small pockets of unincorporated areas it serves. Its largest development area in South Orange County, Rancho Mission Viejo of over 6,000 acres was entitled by the County before the Housing Mandates became law – few were affordable units. In addition, the largest track of undeveloped land is owned by the Federal Government (Cleveland National Forest) and not available for development.

The impacts of the Housing Mandates have disrupted governance and local control. In some communities it has created fierce resistance. The loss of local control impacts the traditions and norms within many Orange County cities. Community heritage, rightly or wrongly, is being seriously eroded.

The one-size-fits-all Housing Mandates has serious repercussions economically and politically only now coming into focus for the voters of Orange County as the implementation goes forward.

Community political activism has increased as housing projects move from approval to construction, but this engagement is often narrowly focused on individual developments rather than broader policy impacts. Cities should take a more proactive role in engaging residents in a comprehensive discussion about how RHNA implementation is affecting neighborhood character, infrastructure, and social cohesion. In addition, local elected officials have a responsibility to clearly communicate how state-directed housing policies, originating in Sacramento, shape local land-use decisions and limit municipal discretion.

7th Cycle (2029-2037) Concerns

The 7th Cycle of the RHNA planning process has already started, addressing the period from 2029-2037. The OCGJ identified significant concerns related to transparency, data integrity, governance, and Orange County's ability to competitively represent itself within the broader SCAG region. These concerns stem from documented issues in the 6th Cycle, particularly the lack of clarity of the allocation methodology, the complexity of the decision-making structure, and inadequate procedural safeguards to ensure that Orange County's unique conditions are fully acknowledged.

The 6th Cycle methodology relied on numerous questionable inputs—including projected population, transit accessibility, job growth, vacancy adjustments, cost burden, and subjective social equity factors—derived from HCD and SCAG's adopted methodology.⁷⁶ These inputs were published but remained difficult for local jurisdictions to interpret due to their subjectivity, complexity and technical nature and the failure of HCD to clearly identify their methodology.⁷⁷

Given these findings, Orange County cities face a recurring risk, because the statewide RHNA determination feeds directly into SCAG allocations, any methodological deficiencies at the state level immediately cascade into subregional planning and ultimately influence the allocations assigned to Orange County jurisdictions.

Experiences from the 6th Cycle highlight several issues that continue to shape Orange County's concerns heading into the 7th Cycle. The previous allocation process was marked by complexity, questionable data, late-stage modifications, and an overall lack of transparency. For example, SCAG's 6th Cycle allocation was adopted in March 2021 and then modified only a few months later⁷⁸, fueling confusion about how final numbers were determined. The process felt unfair to many local jurisdictions because the appeals window was extremely compressed, the methodology was difficult to replicate, and the relationship between data inputs—such as overcrowding, cost burden, or future transit accessibility—and final allocations was not easily understood. The appeals process was also futile and was not open to cities concerns.

Governance also played a role. SCAG and OCCOG rely on a large network of committees, working groups, and advisory bodies, which ensures broad participation but diffuses responsibility. With so many entities involved, accountability for data accuracy, timely inputs, and interpretation of the methodology becomes fragmented, making it difficult for any single entity to ensure the process is both rigorous and transparent.

⁷⁶ [SCAG Final RHNA Methodology, March 5, 2020](#)

⁷⁷ [Best Practices for Allocating & Evaluating RHNA](#)

⁷⁸ [Regional Housing Needs Assessment | Southern California Association of Governments](#)

The upcoming 7th Cycle is expected to be even more data-intensive.⁷⁹ New state guidance calls for clearer and more prescriptive methodology factors, improved appeals procedures, new income categories, and stronger alignment with greenhouse-gas and transportation planning.⁸⁰ Transit definitions are also being standardized statewide, meaning all Orange County Transportation Authority (OCTA) transit routes, frequencies, and hub locations must be fully validated and published early in the process. Without early coordination, the County risks being disadvantaged compared with regions that already have well-organized transit datasets.

Transparency remains a central concern. Orange County jurisdictions need access to all datasets used to calculate their allocations, ranging from growth projections to transit accessibility metrics, and must be able to replicate the calculations that lead to their assigned numbers. The California State Auditor has previously flagged gaps in how HCD documented its factors, reinforcing the need for a system that jurisdictions can audit and verify.

CONCLUSION

“We shape our buildings; thereafter they shape us.” (Winston Churchill)

Housing Mandates and the RHNA allocation process are highly consequential for Orange County jurisdictions, particularly because the construction of low-income housing is rarely feasible without substantial subsidy. Interviewees consistently reported that funding streams to support deed-restricted housing remain limited, leaving cities responsible for planning large numbers of units that may never be financially viable without additional state or federal assistance. This gap between planning obligations and realistic development capacity has heightened local concern about the fairness and practicality of the current RHNA framework not to mention wasted tax dollars.

Against this backdrop, a recurring theme in interviews was the need for stronger regional coordination. Per the Joint Powers Agreement, OCCOG members pay dues to support operations, based on a 2009 adopted formula tied partly to each city’s share of the county population. However, dues have not been adjusted in many years, leading several stakeholders to question whether current funding levels adequately support OCCOG’s ability to coordinate subregional planning, respond to SCAG, and represent Orange County interests on matters as significant as RHNA. SCAG likewise uses population factors in its own dues structure, meaning jurisdictions with growing populations carry greater financial responsibility. Stakeholders noted that the overall

⁷⁹ [California’s Housing Future 2040: The Next Regional Housing Needs Allocation | California Department of Housing and Community Development](#)

⁸⁰ [California’s Housing Future 2040: The Next Regional Housing Needs Allocation | California Department of Housing and Community Development](#)

resource base may still be insufficient for the level of technical engagement required. Many jurisdictions expressed that increased support for OCCOG, both financial and participatory, would improve transparency around RHNA inputs and allow for more robust review of the assumptions that drive housing allocations.

The OCGJ believes that OCCOG is an underutilized regional asset that could play a significantly larger role in promoting equity, transparency, and public understanding of the RHNA process. Interviewees emphasized that consistent, proactive participation by city and county representatives in OCCOG and SCAG meetings is critical, especially early in the methodology-setting phase, when data inputs, assumptions, and distribution formulas are still in development. Without regular engagement, jurisdictions risk losing opportunities to influence decisions that later become binding obligations. Several interviewees suggested that cities consider enhancing their financial contributions so OCCOG can expand its analytical capacity, conduct independent research, and engage more effectively in SCAG's technical and policy committees and at the state level.

As work begins on the 7th Cycle, the need for collaboration is more urgent than ever. Cities cannot afford to be passive observers. Even if cities cannot directly change the final numbers issued by HCD or SCAG, their active involvement is essential to ensuring that Orange County's unique circumstances are understood and represented. Meaningful engagement can also help jurisdictions align their local planning strategies, clarify shared concerns, and coordinate responses to proposed methodological changes before they become final. A more empowered and better-resourced OCCOG would strengthen Orange County's collective voice, improve regional planning outcomes, and ensure local governments are not navigating the California's housing requirements in isolation.

Finally, the OCGJ notes that collaboration must extend beyond government agencies to the residents they serve. As Sacramento lawmakers continue to enact significant housing legislation, much of it with direct consequences for zoning, density, local control and neighborhood character development standards, the public must be informed and involved. Cities, working through OCCOG and SCAG, have an important role in educating residents about new laws, explaining their local impacts, and encouraging constituents to register their views with State Representatives. Improving public awareness not only strengthens transparency and trust but also ensures that community perspectives are included in shaping future housing policy.

By working together, jurisdictions, regional agencies, and the public, Orange County can more effectively navigate the challenges of Housing Mandates and advocate for a clearer, more equitable, and more locally responsive RHNA process.

FINDINGS

In accordance with California Penal Code §933 and §933.05, the 2025-2026 Orange County Grand Jury requires (or, as noted, requests) responses from each agency and city affected by the “Findings” presented in this section. Responses are to be submitted to the Presiding Judge of the Superior Court.

Based on its investigation “California Housing Mandates” the 2025-2026 Orange County Grand Jury has arrived at 22 findings as follows:

- F1** In recent years, the California Legislature has enacted an unusually large and burdensome volume of housing-related laws intended to strengthen compliance with State Housing Mandates.
- F2** Housing Mandates are implemented through a RHNA process that often lacks transparency and relies on complex methodologies that are difficult for local officials and the public to understand or meaningfully challenge.
- F3** OCCOG coordinates RHNA regional planning in partnership with the SCAG for Orange County. OCCOG lacks adequate influence with SCAG.
- F4** Meaningful participation by Orange County cities in both OCCOG and SCAG meetings is critical to ensuring that local perspectives are represented during the development and implementation of Housing Mandates policies.
- F5** SCAG’s 6th Cycle RHNA assigned Orange County a questionable total of 183,861 housing units for the 2021–2029 planning period, with higher allocations concentrated in cities with major population and employment centers.
- F6** RHNA allocations are unrealistic and not attainable within the current planning cycle due to limited available land, built-out urban conditions, infrastructure constraints, environmental factors, and public health and safety requirements.
- F7** Residents in Orange County consistently express a desire for local planning decisions to reflect community priorities, including but not limited to neighborhood character, safety considerations, the environment and open-space preservation.
- F8** California’s regulatory construction costs (i.e. permitting fees) present substantial challenges for private housing developers—particularly those delivering affordable units.

- F9** The cost of constructing a single affordable housing unit in California typically ranges from approximately \$500,000 to \$800,000 per unit when fully complying with current state regulations. New low-income housing is generally not financially feasible without public subsidy.
- F10** Prior to their dissolution in 2012, redevelopment agencies served as a primary mechanism for cities and counties to finance affordable housing and related infrastructure. The loss of redevelopment has reduced cities' ability to support construction of affordable units.
- F11** Because public subsidy is limited and highly competitive, cities seeking to produce meaningful quantities of low-income housing must rely in part on private development incentives, often resulting in higher overall development densities and unit counts than the RHNA allocation.
- F12** The 6th Cycle RHNA methodology included numerous technical inputs published by SCAG and HCD; however, these inputs were highly complex and difficult for cities to interpret or independently verify.
- F13** The California State Auditor's 2022 review found significant deficiencies in HCD's regional determination process—including inadequate documentation, data-entry errors, and insufficient justification for key assumptions—raising concerns that similar issues may affect the 7th Cycle process.
- F14** OCCOG's current resources and organizational structure are insufficient to fully advocate for Orange County jurisdictions during RHNA methodology development, especially when compared with larger or more heavily resourced regional councils of governments that also influence SCAG.
- F15** Demands on HCD are anticipated to materially alter methodology for the 7th Cycle, but Orange County jurisdictions have not yet received clear guidance on how these allocations will be translated into SCAG policy or local impacts.
- F16** The reliance on transit accessibility as a major RHNA consideration requires high-quality, early-released datasets from OCTA; however, these datasets are not currently consolidated or formally adopted for use in the 7th Cycle methodology.
- F17** The large number of committees, subcommittees, and advisory groups involved in SCAG and OCCOG's RHNA processes promotes broad participation but diffuses accountability, making it difficult to determine who is responsible for specific analytic inputs or process decisions.

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- F18** The City of Huntington Beach has been unsuccessful in its attempts to contest Housing Mandates. To date, Huntington Beach lacks an approved General Plan Housing Element related to RHNA Allocation.
- F19** The City of Irvine has been progressive in submitting a housing plan that calls for twice the number of units mandated (56,000). However, this threatens the historical nature of a master plan community with substantial infrastructure challenges.
- F20** Cities and other stakeholders encounter difficulty explaining RHNA outcomes to elected officials and the public due to a lack of clear, consolidated documentation describing how allocation decisions are derived from the underlying data.
- F21** The absence of a clearly articulated and easily understandable description of the RHNA allocation algorithm contributes to perceptions that discretionary or political considerations may influence outcomes, even when allocations are made in compliance with state housing laws.
- F22** Improved transparency and communication regarding RHNA methodology would enhance public confidence in the process and reduce misunderstandings among member jurisdictions.

RECOMMENDATIONS

In accordance with California Penal Code §933 and §933.05, the 2025-2026 Orange County Grand Jury requires (or, as noted, requests) responses from each agency and city affected by the “Recommendations” presented in this section. Responses are to be submitted to the Presiding Judge of the Superior Court.

Based on its investigation described herein, the 2025-2026 Orange County Grand Jury makes the following 20 recommendations:

- R1** OCCOG should expand its technical-assistance and training programs, by September 30, 2026, to ensure that all Orange County jurisdictions understand RHNA methodology, statutory obligations, and the implications of noncompliance. (F1, F2, F3, F4)
- R2** OCCOG should coordinate a countywide review of sites identified in local Housing Elements, by December 31, 2026, to evaluate whether each site meets state requirements for realistic capacity and development feasibility, supported by a standardized, version-controlled change log. (F3, F4)

- R3** OCCOG should develop and publish a comprehensive RHNA Inputs Catalog, by April 30, 2027, prior to drafting the 7th Cycle methodology, documenting all datasets used, their sources, methodological assumptions, and a version-controlled record of changes. (F3, F4)
- R4** OCCOG should create a public-facing RHNA Accountability Dashboard, by April 30, 2027, displaying deadlines, responsible agencies, dataset readiness, and upcoming SCAG decision points, to ensure transparency and timely action by jurisdictions. (F16)
- R5** OCCOG should request that SCAG and HCD, by December 31, 2026, provide written guidance explaining how HCD's recommendations will be applied in shaping the 7th Cycle RHNA methodology so that jurisdictions can prepare proactively. (F16)
- R6** OCCOG should convene a 7th Cycle Technical Working Group, by December 31, 2026, composed of planners, data analysts, and transit experts to pre-evaluate methodology scenarios and deliver unified, countywide recommendations to SCAG. (F3, F6, F15)
- R7** OCCOG, all Orange County cities and the County of Orange should reassess the current dues structure, by September 30, 2026, to ensure that OCCOG has the resources necessary to effectively represent Orange County jurisdictions in SCAG processes, including RHNA methodology development and appeals. (F3, F15)
- R8** By December 31, 2026, the Orange County Board of Supervisors should partner with cities to evaluate countywide infrastructure capacity—including water, wastewater, flood control, transportation, and public-safety systems—and develop a coordinated regional plan capable of supporting the level of housing growth required under state law. (F6)
- R9** By September 30, 2026, the Orange County Board of Supervisors should strengthen its engagement with OCCOG and increase staff support to develop a shared, countywide database of potential housing sites and key development-feasibility factors. (F15)
- R10** By June 30, 2027, the Orange County Board of Supervisors should evaluate whether the County should pursue its own independent Metropolitan Planning Organization (MPO) designation for purposes of regional housing planning. (F5, F6, F7, F15)

- R11** The County of Orange and each city should ensure consistent participation in SCAG and OCCOG committees by September 30, 2026, including the Technical Advisory Committee (TAC), to strengthen regional representation during RHNA-methodology development. (F3, F4, F15)
- R12** The County of Orange and each city should designate a single technical representative, by September 30, 2026, along with an alternate, for all RHNA-related SCAG and OCCOG committees to ensure continuity of participation and eliminate gaps in representation across multiple decision-making bodies. (F4)
- R13** OCTA should provide an official, data-frozen countywide transit dataset (GTFS + GIS), by September 30, 2026, to meet OCCOG's analytical needs for 7th Cycle RHNA planning. (F17)
- R14** By April 30, 2027, the County of Orange and each city should publish annual monitoring dashboards showing (a) entitlement pipeline conditions, (b) realistic site yield, (c) assembled funding sources for affordable units, and (d) conversion rates from planned capacity to issued permits and completed units, ensuring that County and city-determined capacity assumptions remain aligned with actual production. (F13)
- R15** By September 30, 2026, and ongoing, the County Board of Supervisors and all city councils should make a coordinated and sustained effort to educate their constituents about the RHNA process—its requirements, its impact on local planning and community character, and the role residents can play in shaping outcomes. Public education efforts should also include guidance on how community members can effectively engage with the California Legislature and advocate for more realistic, data-driven housing policies. (F1, F7)
- R16** By December 31, 2026, all cities should look to enhance their relationships with not-for-profit affordable housing developers to increase the opportunity to develop more affordable housing. (F8, F10, F12)
- R17** By September 1, 2026, the City of Huntington Beach should evaluate submitting an appropriate Housing Element to reduce potential exposure to HCD penalties. (F18)
- R18** By September 1, 2026, the City of Irvine should ascertain the level of community support for its housing element submission and its impact on the character of its master plan. (F19)

- R19** By September 1, 2026, SCAG should conduct a formal review of its RHNA allocation methodology and clearly document, in understandable language, the inputs, assumptions, weighting, and decision points used in the allocation algorithm. This documentation should be publicly released and designed to improve transparency, reduce perceptions of political influence, and enhance public understanding of how allocations are determined. (F21)
- R20** By September 1, 2026, SCAG should revise its RHNA appeals process to improve procedural transparency and responsiveness by clearly defining appeal criteria, documenting staff analyses and recommendations, providing written explanations for appeal decisions, and ensuring jurisdictions have meaningful opportunities to present and respond to staff findings. (F22)

RESPONSES CODE

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

Penal Code §933

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

Penal Code §933.05.

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

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

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

- (1) The recommendation has been implemented, with a summary regarding the implemented action.*
- (2) The recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation.*
- (3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of*

the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.

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

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

RESPONSES

The Orange County Grand Jury requires (or, as noted, requests) the following responses:

OCCOG	90 Day Response Required
Findings	F3, F4, F5, F12, F13, F14, F15, F17
Recommendations	R1, R2, R3, R4, R5, R6, R7, R9, R11, R13
County of Orange, Board of Supervisors	90 Day Response Required
Findings	F1, F2, F4, F5, F6, F7, F8, F9, F10, F11, F12
Recommendations	R7, R8, R9, R10, R11, R12, R14, R15, R16
OCTA	90 Day Response Required
Findings	F16
Recommendations	R13
SCAG	90 Day Response Required
Findings	F3, F4, F5, F12, F13, F14, F15, F17, F20, F21, F22
Recommendations	R5, R11, R19, R20
City of Aliso Viejo	90 Day Response Required
Findings:	F1, F2, F4, F5, F6, F7, F8, F9, F10, F11, F12
Recommendations:	R7, R8, R9, R11, R12, R14, R15, R16
City of Anaheim	90 Day Response Required
Findings:	F1, F2, F4, F5, F6, F7, F8, F9, F10, F11, F12
Recommendations:	R7, R8, R9, R11, R12, R14, R15, R16
City of Brea	90 Day Response Required

Findings:	F1, F2, F4, F5, F6, F7, F8, F9, F10, F11, F12
Recommendations:	R7, R8, R9, R11, R12, R14, R15, R16
City of Buena Park	90 Day Response Required
Findings:	F1, F2, F4, F5, F6, F7, F8, F9, F10, F11, F12
Recommendations:	R7, R8, R9, R11, R12, R14, R15, R16
City of Costa Mesa	90 Day Response Requested
Findings:	F1, F2, F4, F5, F6, F7, F8, F9, F10, F11, F12
Recommendations:	R7, R8, R9, R11, R12, R14, R15, R16
City of Cypress	90 Day Response Requested
Findings:	F1, F2, F4, F5, F6, F7, F8, F9, F10, F11, F12
Recommendations:	R7, R8, R9, R11, R12, R14, R15, R16
City of Dana Point	90 Day Response Requested
Findings:	F1, F2, F4, F5, F6, F7, F8, F9, F10, F11, F12
Recommendations:	R7, R8, R9, R11, R12, R14, R15, R16
City of Fountain Valley	90 Day Response Requested
Findings:	F1, F2, F4, F5, F6, F7, F8, F9, F10, F11, F12
Recommendations:	R7, R8, R9, R11, R12, R14, R15, R16
City of Fullerton	90 Day Response Requested
Findings:	F1, F2, F4, F5, F6, F7, F8, F9, F10, F11, F12
Recommendations:	R7, R8, R9, R11, R12, R14, R15, R16
City of Garden Grove	90 Day Response Requested
Findings:	F1, F2, F4, F5, F6, F7, F8, F9, F10, F11, F12
Recommendations:	R7, R8, R9, R11, R12, R14, R15, R16
City of Huntington Beach	90 Day Response Requested
Findings:	F1, F2, F4, F5, F6, F7, F8, F9, F10, F11, F12, F18
Recommendations:	R7, R8, R9, R11, R12, R14, R15, R16, R17
City of Irvine	90 Day Response Required
Findings:	F1, F2, F4, F5, F6, F7, F8, F9, F10, F11, F12, F19
Recommendations:	R7, R8, R9, R11, R12, R14, R15, R16, R18
City of La Habra	90 Day Response Required
Findings:	F1, F2, F4, F5, F6, F7, F8, F9, F10, F11, F12
Recommendations:	R7, R8, R9, R11, R12, R14, R15, R16
City of La Palma	90 Day Response Requested
Findings:	F1, F2, F4, F5, F6, F7, F8, F9, F10, F11, F12
Recommendations:	R7, R8, R9, R11, R12, R14, R15, R16

City of Laguna Beach	90 Day Response Required
Findings:	F1, F2, F4, F5, F6, F7, F8, F9, F10, F11, F12
Recommendations:	R7, R8, R9, R11, R12, R14, R15, R16
City of Laguna Hills	90 Day Response Required
Findings:	F1, F2, F4, F5, F6, F7, F8, F9, F10, F11, F12
Recommendations:	R7, R8, R9, R11, R12, R14, R15, R16
City of Laguna Niguel	90 Day Response Required
Findings:	F1, F2, F4, F5, F6, F7, F8, F9, F10, F11, F12
Recommendations:	R7, R8, R9, R11, R12, R14, R15, R16
City of Laguna Woods	90 Day Response Required
Findings:	F1, F2, F4, F5, F6, F7, F8, F9, F10, F11, F12
Recommendations:	R7, R8, R9, R11, R12, R14, R15, R16
City of Lake Forest	90 Day Response Required
Findings:	F1, F2, F4, F5, F6, F7, F8, F9, F10, F11, F12
Recommendations:	R7, R8, R9, R11, R12, R14, R15, R16
City of Los Alamitos	90 Day Response Requested
Findings:	F1, F2, F4, F5, F6, F7, F8, F9, F10, F11, F12
Recommendations:	R7, R8, R9, R11, R12, R14, R15, R16
City of Mission Viejo	90 Day Response Required
Findings:	F1, F2, F4, F5, F6, F7, F8, F9, F10, F11, F12
Recommendations:	R7, R8, R9, R11, R12, R14, R15, R16
City of Newport Beach	90 Day Response Required
Findings:	F1, F2, F4, F5, F6, F7, F8, F9, F10, F11, F12
Recommendations:	R7, R8, R9, R11, R12, R14, R15, R16
City of Orange	90 Day Response Required
Findings:	F1, F2, F4, F5, F6, F7, F8, F9, F10, F11, F12
Recommendations:	R7, R8, R9, R11, R12, R14, R15, R16
City of Placentia	90 Day Response Requested
Findings:	F1, F2, F4, F5, F6, F7, F8, F9, F10, F11, F12
Recommendations:	R7, R8, R9, R11, R12, R14, R15, R16
City of Rancho Santa Margarita	90 Day Response Required
Findings:	F1, F2, F4, F5, F6, F7, F8, F9, F10, F11, F12
Recommendations:	R7, R8, R9, R11, R12, R14, R15, R16

City of San Clemente	90 Day Response Required
Findings:	F1, F2, F4, F5, F6, F7, F8, F9, F10, F11, F12
Recommendations:	R7, R8, R9, R11, R12, R14, R15, R16
City of San Juan Capistrano	90 Day Response Required
Findings:	F1, F2, F4, F5, F6, F7, F8, F9, F10, F11, F12
Recommendations:	R7, R8, R9, R11, R12, R14, R15, R16
City of Santa Ana	90 Day Response Required
Findings:	F1, F2, F4, F5, F6, F7, F8, F9, F10, F11, F12
Recommendations:	R7, R8, R9, R11, R12, R14, R15, R16
City of Seal Beach	90 Day Response Requested
Findings:	F1, F2, F4, F5, F6, F7, F8, F9, F10, F11, F12
Recommendations:	R7, R8, R9, R11, R12, R14, R15, R16
City of Stanton	90 Day Response Requested
Findings:	F1, F2, F4, F5, F6, F7, F8, F9, F10, F11, F12
Recommendations:	R7, R8, R9, R11, R12, R14, R15, R16
City of Tustin	90 Day Response Required
Findings:	F1, F2, F4, F5, F6, F7, F8, F9, F10, F11, F12
Recommendations:	R7, R8, R9, R11, R12, R14, R15, R16
City of Villa Park	90 Day Response Required
Findings:	F1, F2, F4, F5, F6, F7, F8, F9, F10, F11, F12
Recommendations:	R7, R8, R9, R11, R12, R14, R15, R16
City of Westminster	90 Day Response Requested
Findings:	F1, F2, F4, F5, F6, F7, F8, F9, F10, F11, F12
Recommendations:	R7, R8, R9, R11, R12, R14, R15, R16
City of Yorba Linda	90 Day Response Required
Findings:	F1, F2, F4, F5, F6, F7, F8, F9, F10, F11, F12
Recommendations:	R7, R8, R9, R11, R12, R14, R15, R16

GLOSSARY AND ACRONYMS

ADU	Accessory Dwelling Unit (ADU) is a secondary, independent housing unit located on the same lot as a primary residence. ADUs are sometimes called granny flats, in-law units, casitas, or backyard homes.
Builder's Remedy	Builder's Remedy is a provision in California's Housing Accountability Act (HAA) that limits a city or county's ability to deny certain housing projects when the jurisdiction does not have a State-compliant Housing Element.
Charter City	Charter City is a city governed by its own locally adopted charter rather than solely by California general law. Under the California Constitution, charter cities have greater authority over municipal affairs, including land use and zoning. However, this authority may be limited when the State determines that a matter, such as housing, is of statewide concern and subject to state law.
COG	Council of Governments (COG) is a regional planning body made up of elected officials from cities and counties within a defined geographic area.
Deed-Restricted	Deed-Restricted refers to a property that is subject to legally recorded limitations or conditions placed on its use, occupancy, or resale. In the housing context, deed restrictions are commonly used to ensure long-term affordability by limiting resale prices, rental rates, or eligible occupants based on income thresholds for a specified period, often several decades or longer.
Deed-in-Lieu	Deed-in-Lieu (of foreclosure) is a voluntary transaction in which a property owner transfers ownership of a property to a lender to satisfy a mortgage debt and avoid foreclosure. While commonly used in the private lending context, the term may appear in discussions of property disposition, distressed assets, or redevelopment-related transactions.
Density Bonus Incentives	Density Bonus Incentives are benefitting that California law (primarily Government Code § 65915) provides to housing developers in exchange for including affordable housing units within a residential or mixed-use project. These incentives make it easier and financially feasible to build affordable housing by allowing developers flexibility beyond local zoning limits.
Equity Component	Equity Component is the requirement that housing need to be allocated in a way that promotes socioeconomic equity, reduces

	segregation, and balances disproportionate household income distributions across jurisdictions.
Fee-in-Lieu	Fee-in-Lieu refers to a payment made as an alternative to fulfilling a low income housing requirements.
Federal Clean Air Act	Federal Clean Air Act (CAA) is the primary U.S. federal law that regulates air pollution to protect public health and the environment. It authorizes the federal government, principally the U.S. Environmental Protection Agency (EPA), to set and enforce standards that limit harmful air pollutants from industrial facilities, power plants, and motor vehicles.
GIS	Geographic Information System (GIS) is a type of software and data system used to map, analyze, and visualize geographic information. Examples: ArcGIS, QGIS which integrates layers of spatial information such as: Parcels, Zoning maps, Transit lines (often imported from GTFS), Flood zones, Environmental constraints, Income and demographic data, RHNA site inventories.
Grand Jury	Grand Jury (GJ) is a legal body empowered to conduct official proceedings to investigate potential criminal conduct and determine whether criminal charges should be brought.
Green State	Green State generally refers to a government or jurisdiction, often a U.S. state, that prioritizes environmental protection, sustainability policies, and climate-focused governance. The term is descriptive, not legal.
GTFS	General Transit Feed Specification (GTFS) is a standardized, machine-readable data format used to describe public transit systems, including Bus routes, Rail lines, Station and stop locations, Service schedules.
General Plan	In California, a city General Plan is a comprehensive, long-term policy document that serves as the legal and policy foundation for all local land-use and development decisions within a city. Adopted by the city council pursuant to California Government Code § 65300 et seq., the General Plan expresses the community's vision for physical development and conservation over time and guides zoning, public investment, and regulatory actions.
HAU	Housing Accountability Unit (HAU) is a specialized enforcement and oversight unit within the California Department of Housing and Community Development created to ensure local governments comply with state housing and homelessness laws and to hold

	jurisdictions accountable for meeting their Housing Element commitments.
HCD	Housing and Community Development (HCD) is California state agency responsible for housing policy, building standards, and the administration of affordable housing and community development programs. It operates under the California Business, Consumer Services and Housing Agency (BCSH).
Housing Element Law (65580-65589.11)	Housing Element Law is California's foundational land-use law requiring every city and county to plan for the housing needs of all economic segments of the community. It is part of each jurisdiction's General Plan and must be regularly updated on a state-mandated cycle.
Joint Powers Authority	A Joint Powers Authority (JPA) is a legal structure used in California (and some other states) that allows two or more public agencies to jointly exercise their powers through a separate, shared entity.
Layered Financing	Layered Financing (sometimes called capital stacking) is a funding approach in which a project—most commonly a real estate or affordable housing development—is financed through multiple sources of capital, each with different requirements, risk levels, repayment terms, and priorities.
Ministerial approval	Ministerial approvals are a type of land-use or development approval in which a government agency must issue the permit automatically once an application meets all the objective, pre-established standards. Because the approval is non-discretionary, officials do not exercise judgment or interpretation, hold public hearings, or evaluate subjective criteria such as neighborhood character or compatibility.
MPO	Metropolitan Planning Organization (MPO) is a regional transportation-planning agency required by federal law in every urbanized area with 50,000 or more people.
OCGJ	Orange County Grand Jury (OCGJ) refers 2025-2026 Orange County Grand Jury.
OCTA	Orange County Transportation Authority (OCTA) is the county transportation planning commission, responsible for funding and implementing transit and capital projects for a balanced and sustainable transportation system.
RHNA	Regional Housing Needs Allocations (RHNA) works with the California Department of Housing & Community Development (HCD) to allocate each jurisdiction's share of required housing across income levels.

RTP	Regional Transportation Plans (RTP) are utilized to coordinate regional transportation, land-use planning, and climate-related planning (e.g., reducing vehicle miles traveled). Data, forecasts, and long-range planning. They provide demographic forecasts, economic analyses, and collaborative regional policies.
State Housing Mandates	State Housing Mandates (Housing Mandates) are legal requirements specifically the Housing Element Law in California, obligating local governments (cities/counties) to adopt plans facilitating the construction of housing across all income levels. These mandates require compliance with Regional Housing Needs Allocation (RHNA) targets forcing localities to zone for rather than necessarily build.
SCS	In California, a Sustainable Communities Strategy (SCS) is a regional land-use, housing, and transportation planning framework prepared by a Metropolitan Planning Organization as part of its Regional Transportation Plan. Required by Senate Bill 375 (2008), the SCS is designed to integrate transportation investments, housing patterns, and land-use policies in a way that reduces greenhouse gas emissions from passenger vehicles while supporting economic development and public health.
Vacancy Factor Rates	Vacancy Factor Rates refer to the percentage of housing units within a defined geographic area that are assumed to be vacant at any given time. In state housing planning, vacancy rates are used as an analytical adjustment to account for normal turnover in the housing market and to ensure availability for new households. Assumed vacancy rates directly affect housing need calculations and can influence required housing production targets.
5th Cycle, 6th Cycle, 7th Cycle	The 5th, 6th, and 7th Cycles refer to sequential eight-year planning periods of the Regional Housing Needs Allocation (RHNA) process mandated by California housing law. • The 5th Cycle generally covered the period from 2013 to 2021 (with timing varying by region). • The 6th Cycle generally covers the period from 2021 to 2029 and includes significantly higher housing allocations statewide. • The 7th Cycle will be the next allocation period following the 6th Cycle and is expected to further shape long-term housing planning requirements for cities and counties. Each cycle establishes projected housing needs that jurisdictions must plan for through their Housing Elements.

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APPENDIX

APPENDIX A: Major Housing Laws & What They Tried to Do⁸¹

Surplus Land Act (1968; strengthened by AB 1486 in 2019)

Problem addressed: Local agencies often disposed of valuable public land without prioritizing affordable housing.

Solution: The Surplus Land Act requires local agencies to offer surplus sites to affordable housing developers first; AB 1486 (2019) expanded who must comply, added reporting, and created enforceable penalties. HCD now issues binding guidelines and may impose fines.

Role: A siting tool that converts public land near jobs/transit into affordable housing at scale (HCD reports thousands of units proposed/approved under SLA).

Housing Element Law & RHNA (1969; RHNA made mandatory by 1980 AB 2853; repeatedly strengthened)

Problem addressed: Cities historically under-planned for growth or zoned exclusionary, constraining supply across income levels.

Solution: Every city/county must adopt an 8-year Housing Element showing adequate, zoned sites to meet its RHNA allocation by income tier; HCD issues regional need determinations and certifies elements. Enforcement has tightened (HCD's Housing Accountability Unit; fines; referrals to the AG).

Role: The spine of California housing policy—other laws (HAA, SB 35, SB 330, AFFH) enforce or operationalize these plans.

Density Bonus Law (1979; expanded often, incl. AB 1287 in 2023)

Problem addressed: Mixed-income projects often do not pencil without zoning flexibility.

Solution: Grants extra units, incentives/waivers, and reduced parking in exchange for deed-restricted affordable homes; AB 1287 (2023) added a “stackable” bonus on top of the 50% base, enabling up to ~100% bonus with additional very-low/moderate units.

Role: A ubiquitous feasibility lever to deliver affordability in market-rate projects.

Housing Accountability Act (HAA) (1982; strengthened 2017–2019)

Problem addressed: Cities used subjective discretion (e.g., “neighborhood character”) to deny otherwise compliant housing.

Solution: Limits denial, density reduction, or infeasible conditions for projects meeting objective standards, unless the city makes specific, evidence-based health/safety findings. 2017–2019 updates raised the burden of proof, added fees/attorney's fees, and clarified “objective standards.”

Role: A litigation-backed guardrail ensuring code-compliant housing moves forward—the State's classic “anti-NIMBY” tool.

Redevelopment Agencies (RDAs): Termination and Loss of Local Affordable Housing Funds (2011–2012)

Problem addressed (pre-2012): RDAs used tax-increment financing with a 20% housing set-aside to fund affordable housing; the State later sought budget relief.

Solution: The Legislature passed ABx1 26 (2011); the California Supreme Court affirmed dissolution

⁸¹ Housing Statutes were summarized Microsoft Co-Pilot May 2025 version

effective Feb 1, 2012, shifting property-tax increment, and creating successor agencies to wind down obligations.

Role: Ended a major local funding stream, increasing reliance on density bonus, public land, tax credits, and state programs.

SB 375 (2008) & SB 743 (2013; statewide VMT implementation 2020)

Problem addressed: Sprawl drove VMT and GHGs; CEQA's **Level of Service (LOS)** metric discouraged infill.

Solution: **SB 375** requires Sustainable Communities Strategies (SCS) aligning land use and transportation to cut GHGs; **SB 743** replaced LOS with VMT in CEQA, favoring infill and multimodal access, with statewide implementation by 2020.

Role: Climate + housing siting framework; housing near jobs/transit faces fewer CEQA hurdles than sprawl.

ADUs (2016–2025 waves): Legalizing “Gentle Density”

Problem addressed: Single-family-only rules and local barriers (parking, minimums) impeded backyard cottages/garage conversions near jobs.

Solution: Successive bills created 60-day ministerial approval, broad parking relief, and standardized rules; HCD's 2025 ADU Handbook consolidates guidance and updates.

Role: A distributed, lower-cost production engine—large, scalable homeowner-led supply statewide.

HCD Law §16884.01 (2017): Establishes Housing Element Compliance Consequences and State Enforcement Authority

Problem addressed: For decades, many cities and counties failed to adopt or maintain HCD-compliant Housing Elements, resulting in chronic under-production of housing, exclusionary zoning practices, and resistance to RHNA obligations. Prior housing law lacked clear, enforceable consequences for noncompliance, allowing jurisdictions to delay, obstruct, or ignore housing planning requirements with minimal risk. This undermined statewide housing policy, fair housing objectives, and public accountability.

Solution: HCD Law §16884.01 clarifies and operationalizes the legal consequences of Housing Element non-compliance, explicitly linking failure to adopt or implement a compliant Housing Element to loss of local land-use discretion and enhanced state oversight. The law affirms HCD's authority to make formal findings of noncompliance and triggers statutory remedies under related housing laws, including limits on down-zoning, exposure to the Housing Accountability Act, and eligibility for “builder's remedy” projects when required conditions are met. It strengthens the enforceability of Housing Element Law by making compliance legally consequential rather than aspirational.

Role: A state enforcement backbone for California's housing planning system, §16884.01 functions as a compliance-triggering provision that gives real effect to RHNA and Housing Element Law. It shifts housing policy from a negotiation-based model to a rule-of-law framework, ensuring that local governments that refuse to plan for housing face predictable, uniform consequences while compliant jurisdictions retain local control. The statute is central to California's modern “Yes In My Backyard” enforcement regime.

SB 35 (2017): Streamlined Ministerial Approval

Problem addressed: Lengthy discretionary review and CEQA litigation stalled production, especially where jurisdictions lagged RHNA.

Solution: Creates a ministerial (CEQA-exempt) pathway in cities not meeting RHNA progress for qualifying infill projects that meet objective standards, affordability, and labor provisions; HCD issued binding guidelines.

Role: A fast lane that translates zoning into approvals within 90–180 days; HCD publishes which jurisdictions are subject.

AB 686 (2018): Affirmatively Furthering Fair Housing (AFFH)

Problem addressed: Persistent segregation and unequal access to opportunity despite fair-housing statutes.

Solution: Requires all public agencies to affirmatively further fair housing and adds new Housing Element duties (analysis of segregation, access to opportunity, displacement risk, equitable siting).

Role: Embeds civil-rights obligations into RHNA/Housing Elements, pushing lower-income housing into high-opportunity areas.

SB 330 (2019; extended by SB 8 to 2030): Housing Crisis Act

Problem addressed: Moving goalposts (new subjective standards), downzoning, unlimited hearings, and loss of protected units increased entitlement risk.

Solution: Freezes new subjective design rules, caps hearings, creates preliminary application vesting, and requires replacement/relocation when protected units are impacted.

Role: Stabilizes entitlements, preserves capacity, and protects renters.

SB 9 (2021): Duplexes & Urban Lot Splits

Problem addressed: Large single-family parcels constrained capacity; owners lacked simple legal paths to add units.

Solution: Requires ministerial approval of up to two units on most single-family lots and allows urban lot splits (with guardrails). Implementation and litigation have been mixed, but SB 9 continues to operate statewide.

Role: Incremental densification in high-opportunity areas (uptake has been modest vs. ADUs).

SB 10 (2021): Local Rezoning for “Missing Middle” Housing

Problem addressed: CEQA-exposed rezonings and voter-approved limits made modest upzoning slow and risky.

Solution: Voluntary tool letting cities zone up to 10 units/parcel on transit-rich or urban infill sites with the rezoning action itself exempt from CEQA; may override local initiative restrictions with a 2/3 council vote.

Role: A local-option upzoning mechanism; note it does not streamline the project approvals that follow.

AB 2011 (2022): Affordable Housing and High Road Jobs Act

Problem addressed: Vast commercially-zoned land sat underused while housing faced discretionary review and CEQA.

Solution: Creates ministerial, CEQA-exempt approvals for qualifying multifamily on commercial corridors via two paths: 100% affordable or mixed-income meeting corridor, site, and labor standards. Effective July 1, 2023.

Role: A production-focused pathway converting retail/office/parking sites into housing statewide.

SB 6 (2022): Middle Class Housing Act (Companion to AB 2011)

Problem addressed: Housing often not allowed on commercial parcels absent a rezoning.

Solution: Allows residential use in many commercial zones (by right as a permitted use) with labor standards; not ministerial/CEQA-exempt on its own (but can combine with other tools). Effective July 1, 2023.

Role: Opens more sites to housing when AB 2011 is not available.

AB 2097 (2022): Eliminating Parking Minimums Near Transit

Problem addressed: Mandatory parking minimums near transit raised costs and reduced housing feasibility.

Solution: Prohibits minimum parking requirements for most projects within ½ mile of a major transit stop (with narrow exceptions); HCD issued a 2025 Technical Advisory for implementation.

Role: Lowers costs and removes a common barrier to infill housing.

SB 423 (2023): Extends & Expands SB 35 Through 2036

Problem addressed: SB 35's 2026 sunset and exclusions (e.g., much of the Coastal Zone) limited reach; many cities still failed RHNA or lacked certified elements.

Solution: Extends SB 35 to 2036, applies streamlining to more jurisdictions and sites (incl. parts of the Coastal Zone), ties eligibility to Housing-Element compliance, and updates affordability/labor standards; allows DGS to administer on State-owned land.

Role: A statewide production accelerator, making the SB 35 fast lane broader and longer-lived.

SB 131 + AB 130 (2025): CEQA & Housing Streamlining (Budget Trailer Bills)

Problem addressed: Infill housing still faced CEQA delays, litigation risk, and inconsistent timelines.

Solution: Establishes new CEQA exemptions for qualifying infill housing (e.g., up to 20 acres, or 5 acres for builder's-remedy sites), streamlined review, and—via the broader package—a temporary freeze on code updates to improve predictability. Effective June 30, 2025.

Role: A modernized CEQA framework that complements HAA/SB 330/SB 35 to speed compliant housing.

Builder's Remedy under HAA (codified/updated 2024–2025)

Problem addressed: Some cities delayed or adopted non-compliant Housing Elements to preserve restrictive zoning.

Solution: AB 1893 (2024) and AB 1886 (2024) formalize and clarify the Builder's Remedy: where a jurisdiction lacks a certified element, qualifying projects with required affordability may proceed (with new standards and protections effective Jan 1, 2025).

Role: A blunt enforcement backstop—if a city does not plan properly, it loses discretion to reject compliant affordable projects.

SB 79 (2025): Overrides Local Zoning to Enable Higher-Density Housing Near Transit

Problem addressed: Local zoning caps on height and density near transit stops prevented production of transit-oriented housing even in regions with extensive rail and bus networks.

Solution: Preempts local zoning within ½ mile of qualifying transit stops to legalize multi-story multifamily housing, allowing substantially greater height and density. Creates a statewide TOD framework that can be combined with SB 35, SB 330, the Housing Accountability Act, and the State Density Bonus Law to streamline approvals at lower affordability thresholds.

Role: A land-use preemption tool establishing “as-of-right” higher density near transit so state streamlining laws (e.g., SB 35) can actually deliver buildable transit-oriented projects. It operationalizes California's TOD objectives and supports pro-housing production goals.

AB 507 (2025): Establishes Adaptive Reuse as Use-by-Right With Streamlined Approval

Problem addressed: High commercial vacancy rates and slow, discretionary local approval processes made it difficult to convert underutilized office/retail buildings into housing—despite acute statewide housing shortages.

Solution: Declares adaptive reuse a use-by-right in all zones except non-residential industrial areas and provides ministerial, streamlined approval for eligible projects in existing buildings (generally <50 years old or meeting historic-preservation requirements). Requires income-restricted units (e.g., 8% very low + 5% extremely low, or 15% lower-income for rentals) and allows mixed-use conversions if ≥50% of floor area is residential. Waives parking for portions of buildings without existing on-site parking.

Role: A conversion-focused production tool enabling rapid, CEQA-bypassed adaptive reuse of commercial buildings into housing. Pairs with local incentive programs (e.g., tax-increment-funded Adaptive Reuse Investment Funds starting FY 26-27) to subsidize affordability and unlock large-scale urban reuse.

AB 648 (2025): Exempts Community College Housing from Local Zoning

Problem addressed: Community college districts (CCDs) face severe barriers building student, faculty, and staff housing because local zoning ordinances—unlike UC/CSU—block or delay projects, worsening housing insecurity for the 2M+ community college students, over half of whom experience housing instability.

Solution: Exempts CCD-built student, faculty/staff, and university housing projects on CCD-owned or leased property from local city/county zoning regulations. Requires certain projects with faculty/staff units to include extremely low- and lower-income affordable units. Declares the exemption a matter of statewide concern applying to all cities, including charter cities.

Role: A state-level preemption tool enabling rapid production of student and workforce housing on community college land, eliminating local zoning barriers and aligning CCD authority with UC/CSU to address student homelessness and workforce affordability.

AB 1021 (2025): Expands and Streamlines Workforce Housing on School District Property

Problem addressed: High housing costs prevent school districts from recruiting and retaining teachers and staff; thousands of acres of school-owned land remain underutilized due to zoning barriers, procedural hurdles, and limits on allowable uses.

Solution: Revises and expands the law deeming workforce housing an allowable use on any property owned by a local educational agency (LEA). Requires qualifying projects (≥10 units) to prioritize renting to school employees and the public under a set hierarchy, with a majority of units deed-restricted for lower- or moderate-income households. Applies Housing Accountability Act protections, enables density bonuses, and extends the program to 2036.

Role: A major workforce-housing production tool that cuts red tape, activates school district land for affordable educator housing, and strengthens school staffing stability—particularly in high-need communities where housing costs drive turnover.

AB 253 (2025): Creates a Private Pathway to Speed Up Residential Permit Plan-Checking

Problem addressed: Local building departments often take more than 30 days to complete residential plan checks, creating permitting backlogs that slow housing production, increase project costs, and leave small-scale infill projects stalled.

Solution: Establishes the *California Residential Private Permitting Review Act*, requiring cities/counties to publish residential permit fee schedules and provide applicants with estimated plan-check timelines. If the estimated timeframe exceeds 30 business days (or if no determination is provided within 30 days), applicants may hire a licensed private professional (“private professional provider”) to perform the plan check. Applies to 1–10 unit projects ≤40 ft tall and allows private reviewers to certify compliance via affidavit.

Role: A post-entitlement acceleration tool that cuts through municipal bottlenecks by letting homeowners and builders use certified private reviewers, moving small-scale housing through permitting faster while maintaining local agency oversight.

AB 1308 (2025): Imposes an Inspection “Shot Clock” and Allows Private Inspectors

Problem addressed: Unpredictable and months-long delays in final inspections—framing, electrical, plumbing, final occupancy sign-off—prevent newly built or renovated homes from being occupied, increasing holding costs and slowing the delivery of small-scale housing.

Solution: Requires local building departments to conduct inspections for 1–10-unit projects (≤40 ft) within 10 business days after receiving notice of completion. If the estimated inspection window exceeds 30 days—or no inspection occurs within 30 days—applicants may hire a licensed private professional inspector to complete the inspection and submit an affidavit attesting to code compliance. Also requires cities/counties to post residential permit fee schedules.

Role: A post-entitlement enforcement and delivery tool that ensures housing is not delayed at the final inspection stage. Speeds up occupancy, adds accountability to local inspection offices, and allows builders to default to vetted third-party inspectors when jurisdictions are too slow.

AB 712 (2025): Strengthens Enforcement of State Housing Laws Against Noncompliant Cities

Problem addressed: Local agencies routinely delay, obstruct, or illegally deny housing projects despite state housing reform laws; enforcement is weak, costly for applicants, and slow, enabling jurisdictions to continue violating State Mandates without consequence.

Solution: Creates a robust enforcement framework requiring courts to award attorney’s fees and costs to prevailing housing applicants and to impose mandatory fines on violating local agencies. Extends statutes of limitation by 60 days when applicants issue a notice of intent to sue, and bars agencies from requiring applicants to indemnify them for litigation arising from the agency’s own violations. Defines “housing reform law” broadly to cover laws protecting housing applicants or limiting local discretion.

Role: A statewide compliance tool that finally gives housing applicants meaningful remedies—and gives local governments financial and legal consequences for ignoring state housing law, thereby enabling real enforcement of the State’s pro-housing framework.

SB 808 (2025): Fast-Tracks Judicial Review of Housing Permit Denials

Problem addressed: Cities continue denying compliant housing projects, forcing applicants into a slow judicial review process where litigation delays—often lasting years—kill projects, escalate costs, or allow permits to expire.

Solution: Establishes an expedited writ-of-mandate process for housing permit denials. Requires:

- Local agencies to compile and certify the administrative record within 15 days.
 - Courts to set hearings within 45 days and issue decisions within 30 days of submission (or 75 days from filing, whichever comes first).
 - Priority scheduling for appeals.
- Allows the applicant, Attorney General, or HCD to file the petition; authorizes temporary judicial assignments to meet deadlines.

Role: A litigation-acceleration tool that prevents local agencies from using procedural delay to kill housing projects, ensuring that California housing laws have immediate, enforceable consequences. Complements AB 712 by enforcing housing rights on the judicial side.

SB 786 (2025): Clarifies Housing Element Law and Strengthens Court Remedies Against Noncompliant Cities

Problem addressed: Conflicts between General Plan elements, vague housing-element rules, and slow litigation processes create uncertainty for cities, courts, and developers—leading to delays, stalled rezoning, and litigation bottlenecks that block housing production.

Solution: Establishes clear hierarchy rules: when General Plan elements conflict—including quantified development standards—the most recently adopted, HCD-certified Housing Element controls. Tightens judicial timelines in Housing-Element challenges:

- Limits continuances to 60 days,
 - Requires temporary relief whenever continuances occur,
 - Requires HCD to conduct substantial-compliance reviews when local jurisdictions miss required Housing-Element deadlines,
 - Extends rezoning compliance timelines to 120 days and mandates sanctions if jurisdictions fail to comply.
- Applies general-plan challenge rules to charter cities.

Role: A statewide governance-and-compliance tool ensuring that Housing Elements actually function as the controlling document, reducing litigation gamesmanship, and compelling jurisdictions to implement rezoning and Housing-Element obligations on enforceable timelines. Complements AB 712 and SB 808 as part of the Attorney General's statewide enforcement strategy.

SB 340 (2025): Expands Emergency Shelter Requirements in Housing Elements

Problem addressed: Emergency shelter planning requirements were outdated and limited, failing to reflect modern shelter models (e.g., navigation centers, recuperative care) and the full range of onsite supportive services needed for effective homelessness response.

Solution: Updates the definition of “emergency shelter” to require housing *with supportive services* (not minimal services) and requires Housing Elements to account for all onsite services consistent with written, objective standards. Imposes new obligations on cities/counties in shelter planning and broadens the Emergency Housing and Assistance Program definition.

Role: A homelessness-response modernization tool ensuring jurisdictions plan realistically for service-rich shelter models within their Housing Elements and zoning designations.

AB 610 (2025): Requires Disclosure of New Local Governmental Constraints in Housing Elements

Problem addressed: Cities and counties were adopting new land-use constraints (fees, ordinances, zoning rules) during Housing-Element cycles without disclosure, undermining RHNA compliance and increasing barriers to housing production.

Solution: Requires a governmental constraints disclosure statement in each Housing Element (7th Cycle onward), identifying all new or amended constraints adopted since the last Housing Element. Prohibits adoption of new constraints unless they were disclosed and the jurisdiction has completed all required programs to remove past constraints (except when mandated by state/federal law). Applies to charter cities.

Role: A transparency and anti-backsliding tool ensuring local governments cannot quietly increase barriers to housing once RHNA obligations are set.

AB 670 (2025): Allows Converted Affordable Units to Count Toward RHNA Reporting

Problem addressed: Cities lacked credit in their Annual Progress Reports (APRs) for preserving or converting multifamily buildings into long-term deed-restricted affordable housing, despite this being a major preservation strategy.

Solution: Expands APR reporting starting in 2027 to allow units converted to affordable housing—with 55-year covenants for low, very low, extremely low, or acutely low income households—to count toward a jurisdiction's RHNA-creditable progress, if they meet specified criteria. Includes detailed new reporting requirements for demolitions, replacement units, and affordable conversions.

Role: A preservation-credit tool aligning RHNA reporting with long-term affordable housing conversion strategies, encouraging cities to preserve expiring-affordability stock.

AB 726 (2025): Allows Cities to Count Substantial Rehabilitation of Affordable Units in APRs

Problem addressed: Deeply affordable older units (often 15+ years old) need major rehabilitation but cities receive *zero RHNA/APR credit* for investing in repairs—causing cities to prioritize new construction instead of preserving aging stock.

Solution: Allows jurisdictions to include substantially rehabilitated deed-restricted affordable units (≥15 years old, ≤45% AML average affordability, ≥\$60k local investment per unit) in APRs. These units cannot be counted toward eligibility for streamlining under SB 35. Updates references to the Office of Land Use and Climate Innovation.

Role: A preservation-incentive tool enabling cities to earn APR credit for rehabilitating deeply affordable units, helping maintain long-term housing quality and prevent affordable-stock losses.

AB 1275 (2025): Extends RHNA Timelines and Aligns Housing Needs with Transportation Plans

Problem addressed: Regional Housing Needs Determinations (RHND) were rushed due to tight timelines (2-year lead time), leading to disputes, insufficient data review, and disconnects between transportation planning and housing allocations.

Solution: Extends RHND timeline from 2 to 3 years before a Housing-Element update (with special rules for 2027–2029 cycles), requires earlier consultation between HCD and councils of governments (COGs), and mandates that RHNA methodology be informed by Sustainable Communities Strategy (SCS) patterns in regional transportation plans. Strengthens integration of job-housing balance, mobility patterns, and fair housing objectives.

Role: A regional-planning alignment tool ensuring RHNA allocations better reflect transportation, climate, and job-housing realities, improving the planning accuracy of future housing cycles.

SB 233 (2025): Requires Earlier State–Regional Consultation for RHNA Determinations

Problem addressed: During prior RHNA cycles, HCD provided regional housing need numbers too late (26-month timeline), leaving councils of governments (COGs) and cities with insufficient time to plan, contributing to widespread late Housing-Element adoption.

Solution: Requires HCD to meet and consult with each COG at least 38 months before a Housing-Element revision (one year earlier than prior law), with special rules for the 7th Cycle. Ensures earlier agreement on RHNA assumptions, methodologies, and data inputs.

Role: A regional-planning coordination tool that expands the planning window for local governments, reducing delays, improving RHNA accuracy, and increasing likelihood of timely Housing-Element compliance.

AB 920 (2025): Requires Centralized Online Portals for Housing Permit Applications

Problem addressed: Local permitting processes were opaque, slow, and inconsistent across cities; applicants could not easily track housing development permits, resulting in delays, confusion, and high administrative burdens.

Solution: Requires cities/counties with populations ≥150,000 to create a centralized online application portal for housing development projects, allowing electronic submissions and real-time status tracking.

Jurisdictions may delay implementation until 2030 only if they begin procurement by 2028. Applies to charter cities.

Role: A statewide digital-permit modernization tool that increases transparency, reduces processing delays, and standardizes how applicants navigate housing approvals.

SB 358 (2025): Reduces Traffic Impact Fees for Transit-Oriented Housing

Problem addressed: Traffic impact fees—often 20% of project cost—were applied using outdated auto-trip assumptions, inflating costs for infill and transit-oriented housing that generates fewer vehicle trips.

Solution: Reforms the Mitigation Fee Act to:

- Require at least 50% fee reductions for qualifying transit-oriented housing,
- Update eligibility criteria (parking maximums, proximity to ≥3 amenities, transit-priority locations),
- Require fee-denial findings to be supported by substantial evidence,
- Remove outdated convenience-retail requirements and proportional-fee provisions.

Role: A cost-reduction and TOD-incentive tool that aligns traffic fees with actual impacts, supporting infill and climate-oriented housing production.

AB 752 (2025): Makes Child Daycare Centers in Multifamily Housing a Use-by-Right

Problem addressed: Cities treated daycare centers co-located with multifamily housing as commercial uses—triggering zoning barriers, business license fees, CEQA review, and inconsistent local requirements, reducing childcare capacity near where families live.

Solution: Makes daycare centers co-located with multifamily housing or community amenities a residential use by right; prohibits business license fees; exempts such centers from CEQA; bars stricter standards on them than those applied to the co-located housing or amenity. Maintains all California licensing and safety requirements.

Role: A childcare-access and land-use integration tool that reduces barriers to collocated daycare centers, supporting housing-adjacent amenities and family-serving communities.

SB 415 (2025): Refines Statewide Warehouse & Logistics Development Standards

(Not a housing production bill but affects land-use and zoning environments related to freight-adjacent communities.)

Problem addressed: AB 98 (2024) established statewide warehouse standards but included ambiguous definitions and inconsistent requirements, creating confusion for local governments, developers, and environmental-justice communities in logistics-heavy regions.

Solution: SB 415 clarifies key definitions (“logistics use development,” “sensitive receptor”), narrows exemptions, updates siting and truck-route standards, refines buffer requirements, and ensures 21st-century warehouses meet applicable sustainable-design standards at permit issuance. Also clarifies where warehouse concentration regions apply.

Role: A land-use-governance and environmental-mitigation tool improving clarity and enforceability of statewide logistics-facility regulations—reducing conflicts between freight operations, housing, and community health.

AB 98 (2024–2025): Establishes Statewide Design, Siting & Environmental Standards for Logistics Facilities

Problem addressed: Warehouse and logistics developments—especially in the Inland Empire—were producing severe air-quality, noise, traffic, and public-health impacts on nearby residential areas, schools, and other sensitive receptors, while local regulations were inconsistent or ineffective.

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Solution: Creates California's first statewide design, siting, and operational standards for logistics facilities, including:

- Mandatory buffers (500–900 feet) from sensitive receptors,
 - Truck-route and loading-bay orientation requirements,
 - Anti-idling measures and cold-storage plug-ins,
 - Title 24–level building efficiency standards (solar, EV-readiness),
 - 2:1 replacement requirement for recently occupied affordable units demolished,
 - Applicability to large new facilities and expansions $\geq 20\%$ of floor area.
- Compliance required for applications submitted after Sept. 30, 2024, with most standards fully effective Jan. 1, 2026.

Role: A statewide environmental-mitigation and freight-land-use tool aimed at protecting communities while aligning logistics growth with sustainability and public-health goals. AB 98 is foundational to later cleanup legislation (SB 415).

AB 1007 (2025): Cuts Responsible-Agency Permit Deadlines in Half

Problem addressed: Even after cities approved housing projects, state and regional “responsible agencies” (e.g., air districts, water boards) could take months to issue secondary permits, causing ballooning timelines and costs. Shot-clocks for these agencies (90 days) were much longer than those for lead agencies.

Solution: Amends the Permit Streamlining Act to require responsible agencies to approve/disapprove residential, mixed-use, supportive, or farmworker housing permits within 45 days of project approval or application completeness—cutting the prior 90-day deadline in half. Applies statewide, including charter cities.

Role: A permitting-acceleration tool ensuring faster post-entitlement approvals and reducing interagency delays that frequently stall housing construction.

AB 1050 (2025): Allows Removal of Private Covenants Blocking Housing on Commercial Properties

Problem addressed: Commercial parcels often have old CC&Rs and reciprocal easement agreements (REAs) that prohibit residential uses or limit density, preventing commercial-to-housing adaptive-reuse projects—even when allowed under State housing laws like AB 2011.

Solution: Expands existing restrictive-covenant-modification law (previously limited to affordable housing) to **all** qualifying housing developments located on commercial sites, allowing developers to:

- Invalidate covenants that restrict residential use, density, unit count, or occupancy,
- Apply the process to REAs as well as CC&Rs,
- Record a Restrictive Covenant Modification Document after county counsel review.

Does not authorize projects inconsistent with state housing laws.

Role: A statewide barrier-removal tool enabling adaptive reuse of commercial corridors and shopping centers into housing by preempting private land-use restrictions.

SB 92 (2025): Closes Loopholes in the Density Bonus Law for Mixed-Use Projects

Problem addressed: Developers exploited the Density Bonus Law to exceed commercial FAR and build oversized hotel-heavy or visitor-serving mixed-use projects with minimal housing (e.g., San Diego “Project Vela”).

Solution: Reforms Density Bonus Law by:

- Limiting commercial FAR increases under DBL to $\leq 2.5\times$ base zoning,
- Prohibiting incentives/waivers for transient lodging (hotels, motels, B&Bs) except residential hotels,

- Requiring $\geq 2/3$ of mixed-use square footage to be residential to qualify,
 - Maintaining full affordability thresholds for bonus eligibility.
- Effective Jan. 1, 2026 (with grandfathering for pre-application projects).

Role: A guardrail tool ensuring Density Bonus Law is used to build actual housing—not oversized hotel or commercial space leveraged through affordable-unit “tokenism.”

AB 87 (2025): Prevents Density Bonus Incentives for Hotel Components of Mixed-Use Projects

Problem addressed: Developers were using DBL concessions (height, FAR, parking waivers) to benefit hotel components of mixed-use projects, diluting the State’s housing incentives and enabling visitor-serving developments that undermined local zoning.

Solution: Clarifies that DBL incentives may not be applied to hotel/motel/visitor-serving portions of a mixed-use project. Makes parallel conforming amendments to align with SB 92 if both bills are enacted. Applies statewide, including charter cities.

Role: A housing-priority tool reinforcing that density bonuses are for residential production—not for hospitality or tourism development.

APPENDIX B: Orange County Housing Mandate Survey Questions

- Q1** What is your city’s 6th-cycle RHNA allocation, and does your Housing Element plan exceed that number? If so, by how much, and what factors influenced the decision to exceed the allocation?
- Q2** If the RHNA mandate were not in place, how would your housing plan differ? Would it still meet the demand for low-income housing?
- Q3** What strategies has your city used to inform and engage residents about the state housing mandate? How do you measure the effectiveness of these outreach efforts?
- Q4** What are the implications of recent state legislation on R-1 single-family zoning for your city’s land-use policies and community character?
- Q5** What are the most significant challenges your city faces in meeting RHNA requirements? In what ways has OCCOG supported your efforts to overcome these challenges?
- Q6** Do you anticipate achieving your approved Housing Element goals by the end of the 6th cycle in 2030? What factors will most influence your success or shortfall?
- Q7** What additional information would you like to provide us regarding this topic?

APPENDIX C: Responsibilities

Responsibilities of OCCOG

Mission Statement:

The Orange County Council of Governments (OCCOG) convenes jurisdictions throughout Orange County to collaboratively address land use, housing, mobility, energy, air quality, and water issues, and to ensure that Orange County is effectively represented in regional and state decision-making. Through sound governance, impartial analysis, and regional coordination, OCCOG delivers value to its member agencies and the residents of Orange County.

Core Responsibilities:

1. Sub-Regional Planning and Coordination
 - a. Serves as Orange County’s official sub-regional planning organization within the six-county SCAG region.

- b. Leads the preparation of required regional and sub-regional planning documents that allow Orange County jurisdictions to compete for state and federal funding. [occog.com], [occog.com]
- 2. Regional Representation and Advocacy
 - a. Ensures Orange County's interests are represented in regional policy development by coordinating the county's representation on the SCAG Regional Council and committees.
 - b. Works to align countywide perspectives on policy issues affecting transportation, housing, sustainability, and infrastructure.
- 3. Housing, Transportation, and Sustainable Communities Planning
 - a. Supports housing and transportation planning coordination, including RHNA-related activities and implementation discussions.
 - b. May serve as the lead agency for a sub-regional Sustainable Communities Strategy if Orange County elects to pursue one under SB 375, consistent with SCAG's Regional Transportation Plan.
- 4. Technical Analysis, Studies, and Data Support
 - a. Conducts countywide and sub-regional studies, prepares technical reports, and provides data-driven analysis to support policymaking by member agencies.
 - b. Develops best-practice guidance (e.g., Complete Streets, mobility and infrastructure tools) for voluntary adoption by cities and the County.
- 5. Intergovernmental Collaboration and Consensus-Building
 - a. Functions as a forum for cooperation among cities, the County, and special districts on issues of shared concern.
 - b. Facilitates coordination on funding strategies, infrastructure planning, and policy alignment without supplanting local land-use authority.⁸²

Responsibilities of SCAG

Mission Statement

The Southern California Association of Governments (SCAG) serves as the regional planning agency for Southern California, coordinating among local, regional, state, and federal partners to advance transportation, housing, land-use, and environmental planning that supports sustainable growth, economic vitality, social equity, and improved quality of life for the region's diverse communities.

SCAG's mission is to lead collaborative regional planning by developing and implementing integrated transportation, housing, and sustainability strategies; allocating regional housing needs; ensuring compliance with state and federal planning requirements; and providing data, technical assistance, and policy guidance to its member jurisdictions to address Southern California's long-term growth challenges.⁸³

Responsibilities of HCD

Mission Statement (Primary)

The California Department of Housing and Community Development (HCD) works to ensure safe, affordable, and sustainable housing opportunities for Californians by administering housing programs,

⁸² [Orange County Council of Governments](#)

⁸³ [Home | Southern California Association of Governments](#)

shaping statewide housing policy, and enforcing housing laws to promote equity, environmental quality, and community stability across the state.

HCD's mission is to lead and implement California's housing policy by determining regional housing needs, reviewing and enforcing Housing Element compliance, administering state and federal housing funds, and holding local jurisdictions accountable for fulfilling their obligations under state housing law.⁸⁴

⁸⁴ [California Department of Housing and Community Development](#)

California Penal Code Sections §933 and §933.05

[NOTE: to reduce grand jury requests for additional response information, the grand jury has **bolded** those words in §933.05 which should be appropriately included in a response]

- §933 (a) Each grand jury shall submit to the presiding judge of the superior court a final report of its findings and recommendations that pertain to county government matters during the fiscal or calendar year. Final reports on any appropriate subject may be submitted to the presiding judge of the superior court at any time during the term of service of a grand jury. A final report may be submitted for comment to responsible officers, agencies, or departments, including the county board of supervisors, when applicable, upon finding of the presiding judge that the report is in compliance with this title. For 45 days after the end of the term, the foreperson and his or her designees shall, upon reasonable notice, be available to clarify the recommendations of the report.
- (b) One copy of each final report, together with the responses thereto, found to be in compliance with this title shall be placed on file with the clerk of the court and remain on file in the office of the clerk. The clerk shall immediately forward a true copy of the report and the responses to the State Archivist who shall retain that report and all responses in perpetuity.
- (c) No later than 90 days after the grand jury submits a final report on the operations of any public agency subject to its reviewing authority, the governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body, and every elected county officer or agency head for which the grand jury has responsibility pursuant to Section 914.1 shall comment within 60 days to the presiding judge of the superior court, with an information copy sent to the board of supervisors, on the findings and recommendations pertaining to matters under the control of that county officer or agency head and any agency or agencies which that officer or agency head supervises or controls. In any city and county, the mayor shall also comment on the findings and recommendations. All of these comments and reports shall forthwith be submitted to the presiding judge of the superior court who impaneled the grand jury. A copy of all responses to grand jury reports shall be placed on file with the clerk of the public agency and the office of the county clerk, or the mayor when applicable, and shall remain on file in those offices. One copy shall be placed on file with the applicable grand jury final report by, and in the control of the currently impaneled grand jury, where it shall be maintained for a minimum of five years.
- (d) As used in this section "agency" includes a department.

- §933.05 (a) For purposes of subdivision (b) of Section 933, as to each grand jury finding, the responding person or entity shall indicate one of the following:
- (1) The respondent **agrees** with the finding.
 - (2) The respondent **disagrees wholly** or **partially** with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.
- (b) For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:
- (1) The recommendation **has been implemented**, with a summary regarding the implemented action.
 - (2) The recommendation **has not yet been implemented, but will be implemented** in the future, with a **timeframe** for implementation.
 - (3) The recommendation **requires further analysis**, with an explanation and the scope and parameters of an analysis or study, and a **timeframe** for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.
 - (4) The recommendation **will not be implemented** because it is not warranted or is not reasonable, with an explanation therefor.
- (c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the board of supervisors shall respond if requested by the grand jury, but the response of the board of supervisors shall address only those budgetary or personnel matters over which it has some decision making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.
- (d) A grand jury may request a subject person or entity to come before the grand jury for the purpose of reading and discussing the findings of the grand jury report that relates to that person or entity in order to verify the accuracy of the findings prior to their release.
- (e) During an investigation, the grand jury shall meet with the subject of that investigation regarding the investigation, unless the court, either on its own determination or upon request of the foreperson of the grand jury, determines that such a meeting would be detrimental.
- (f) A grand jury shall provide to the affected agency a copy of the portion of the grand jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report.

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: August 17, 2026

ITEM NUMBER: 11A

To: Mayor Tanya Doby & Members of the City Council

Presented By: Ron Noda, Assistant City Manager/Development Services Director

Subject: Consideration of Membership in the California Municipal Finance Authority and Approving the Issuance of Exempt Facility Bonds for a Qualified Residential Project

SUMMARY

The City of Los Alamitos will conduct a Public Hearing under the Tax and Equity Fiscal Responsibility Act (TEFRA) in connection with the proposed issuance of revenue bonds by the California Municipal Finance Authority (CMFA), a joint exercise of powers authority and public entity of the State of California, in an amount not to exceed \$40,000,000 (the Bonds), to finance or refinance the acquisition, construction, improvement, and equipping of a multifamily, affordable rental housing project located at 4665 Lampson Avenue, Los Alamitos, California (Project).

RECOMMENDATION

1. Conduct a Public Hearing under the requirements of TEFRA and the Internal Revenue Code of 1946, as amended (the Code); and,
2. Adopt Resolution 2026-28, entitled "RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS APPROVING, AUTHORIZING AND DIRECTING EXECUTION OF A JOINT EXERCISE OF POWERS AGREEMENT RELATING TO THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY AND APPROVING THE ISSUANCE OF EXEMPT FACILITY BONDS FOR A QUALIFIED RESIDENTIAL RENTAL PROJECT BY THE AUTHORITY FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION, CONSTRUCTION AND IMPROVEMENT OF CERTAIN FACILITIES FOR THE BENEFIT OF LAMPSON APARTMENTS LP".

BACKGROUND

Lampson Apartments LP (Borrower) requested that the California Municipal Finance Authority (CMFA) serve as the municipal issuer of tax-exempt revenue bonds in an aggregate principal amount not to exceed \$40,000,000 of tax-exempt revenue bonds. The proceeds of the Bonds will be used to finance or refinance the acquisition, construction, improvement, and equipping of a multifamily affordable rental project located at 4665 Lampson Avenue, Los Alamitos, California.

For all or a portion of the Bonds to qualify as tax-exempt bonds, the City must conduct a public hearing (TEFRA Hearing). Following the close of the TEFRA Hearing, an elected representative of the governmental unit hosting the Project must approve the issuance of the

Bonds to finance the Project.

DISCUSSION

California Municipal Finance Authority (CMFA)

The California Municipal Finance Authority (CMFA) was established on January 1, 2004, under a Joint Exercise of Powers Agreement to support economic, cultural, and community development throughout California. Its purpose is to assist local governments, nonprofit organizations, and businesses by issuing taxable and tax-exempt bonds that advance public benefit projects and improve the overall quality of life in California. Today, more than 350 municipalities are members of the CMFA.

The CMFA and its Board of Directors bring extensive experience in bond financing and regularly partner with agencies statewide to facilitate projects that might otherwise be difficult or cost-prohibitive to fund at the local level.

Execution of the Joint Exercise of Powers Agreement

To allow the CMFA to serve as the issuer of bonds for the proposed Project, the City of Los Alamitos must become a member of the CMFA. A copy of the Joint Exercise of Powers Agreement is attached to this staff report. If approved, the agreement would be executed by a City-designated signatory.

The Joint Exercise of Powers Agreement clearly states that the CMFA is a separate public entity, independent of its member agencies. As such, the debts, liabilities, and obligations of the CMFA do not become debts, liabilities, or obligations of its member cities. For the proposed financing, the bonds issued by the CMFA will be the sole responsibility of the Borrower. The City of Los Alamitos will have no financial, legal, moral, or repayment obligation related to the Project or the bonds. All financing documents will include explicit disclaimers stating that the bonds are not obligations of the City or the State of California, and repayment will come solely from funds provided by the Borrower.

Membership in the CMFA carries no cost to the City and does not expose the City to any financial liability. Joining the CMFA also does not impact the City's appropriations limit and does not constitute indebtedness of any kind. Aside from holding the required TEFRA hearing, adopting the related resolution, and executing the Joint Exercise of Powers Agreement, no additional involvement from the City or City Council is required for the issuance of the bonds.

The Joint Exercise of Powers Agreement also allows any member agency to withdraw from the CMFA at any time by providing written notice to the CMFA Board of Directors. For this Project, once the City has executed the Agreement and the bonds have been issued, the City may withdraw from the CMFA at its discretion through written notification.

In order to meet the State's RHNA obligations, support the local economy, and support affordable housing, it is recommended that the City conduct the TEFRA Hearing, execute the Joint Exercise of Powers Agreement of the CMFA, and adopt Resolution 2026-28 in favor of the issuance of the Bonds by the CMFA.

FISCAL IMPACT

None.

Attachment: 1. Resolution 2026-28 - Facility Bond for Qualified Residential Project
 2. California Municipal Finance Authority - Joint Powers Agreement with Los Alamitos

RESOLUTION NO. 2026-28

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS APPROVING, AUTHORIZING AND DIRECTING EXECUTION OF A JOINT EXERCISE OF POWERS AGREEMENT RELATING TO THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY AND APPROVING THE ISSUANCE OF EXEMPT FACILITY BONDS FOR A QUALIFIED RESIDENTIAL RENTAL PROJECT BY THE AUTHORITY FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION, CONSTRUCTION AND IMPROVEMENT OF CERTAIN FACILITIES FOR THE BENEFIT OF LAMPSON APARTMENTS LP

WHEREAS, pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"), certain public agencies (the "Members") have entered into a Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the "Agreement") in order to form the California Municipal Finance Authority (the "Authority"), for the purpose of promoting economic, cultural and community development, and in order to exercise any powers common to the Members, including the issuance of bonds, notes or other evidences of indebtedness; and,

WHEREAS, the City of Los Alamitos (the "City"), has determined that it is in the public interest and for the public benefit that the City become a Member of the Authority in order to facilitate the promotion of economic, cultural and community development activities in the City, including the financing of projects therefor by the Authority; and,

WHEREAS, there is now before this City Council (the "City Council") the form of the Agreement; and,

WHEREAS, the Agreement has been filed with the City, and the members of the City Council, with the assistance of its staff, have reviewed said document; and,

WHEREAS, the Authority is authorized to issue and sell revenue bonds for the purpose, among others, of financing or refinancing the construction, acquisition and rehabilitation of capital projects; and,

WHEREAS, Lampson Apartments LP (the "Borrower") a partnership of which C&C Development Co., LLC (the "Developer") or a related person to the Developer is the general partner, has requested that the California Municipal Finance Authority (the "Authority") adopt a plan of financing providing for the issuance of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986 (the "Code") in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, and at no time to exceed \$40,000,000 in aggregate principal amount (the "Bonds"), to finance or refinance the acquisition, construction, improvement and

equipping of a multifamily rental housing project located at 4665 Lampson Avenue, Los Alamitos, California (the "Project"); and,

WHEREAS, in order for the interest on the Bonds to be tax-exempt, Section 147(f) of the Code, requires that an "applicable elected representative" of the governmental unit, the geographic jurisdiction of which contains the site of facilities to be financed with the proceeds of the Bonds, hold a public hearing on the issuance of the Bonds and approve the issuance of the Bonds following such hearing; and,

WHEREAS, the Authority has determined that the City Council is an "applicable elected representative" for purposes of holding such hearing; and,

WHEREAS, the Authority has requested that the City Council approve the issuance of the Bonds by the Authority in order to satisfy the public approval requirement of Section 147(f) of the Code and, the requirements of Section 4 of the Agreement; and,

WHEREAS, notice of such public hearing has been duly given as required by the Code, and this City Council has heretofore held such public hearing at which all interested persons were given an opportunity to be heard on all matters relative to the financing or refinancing of the Project and the Authority's issuance of the Bonds therefor; and,

WHEREAS, it is in the public interest and for the public benefit that the City Council approve the issuance of the Bonds by the Authority for the aforesaid purposes.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS DOES RESOLVE AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and are incorporated herein by reference.

SECTION 2. The City Council hereby approves and authorizes the Mayor to execute the Agreement, and the City Clerk is hereby authorized and directed to attest thereto.

SECTION 3. The City Council hereby approves the issuance of the Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitute approval of the issuance of the Bonds (a) by the "applicable elected representative" of the governmental unit having jurisdiction over the area in which the Project is located in accordance with Section 147(f) of the Code and; (b) by the City Council in accordance with Section 4 of the Agreement.

SECTION 4. The issuance of the Bonds shall be subject to the approval of the Authority of all financing documents relating thereto to which the Authority is a party. The City shall have no responsibility or liability whatsoever with respect to the Bonds.

SECTION 5. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing to acquire or construct the Project or any refinancing of the Project; (ii) approve any application or request for or take any other

action in connection with any planning approval, permit or other action necessary for the acquisition, construction, rehabilitation or operation of the Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

SECTION 6. The executing officers(s), the City Clerk and all other proper officers and officials of the City are hereby authorized and directed to execute such other agreements, documents and certificates, and to perform such other acts and deeds, as may be necessary or convenient to effect the purposes of this Resolution and the transactions herein authorized.

SECTION 7. The City Clerk shall forward a certified copy of this Resolution and an originally executed Agreement to the Authority in care of its counsel:

Ronald E. Lee, Esq.
Jones Hall, LLP
4 West Fourth Avenue, Suite 406
San Mateo, CA 94402

SECTION 8. This resolution shall take effect immediately upon its passage.

PASSED, APPROVED, AND ADOPTED this 17th day of August, 2026.

Tanya Doby, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

STATE OF CALIFORNIA)

COUNTY OF ORANGE) ss
CITY OF LOS ALAMITOS)

I, Windmera Quintanar, MMC, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 17th of August, 2026, by the following vote, to wit:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

Windmera Quintanar, MMC, City Clerk

**JOINT EXERCISE OF POWERS AGREEMENT
RELATING TO THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY**

THIS AGREEMENT, dated as of August 17, 2026, among the parties executing this Agreement (all such parties, except those which have withdrawn as provided herein, are referred to as the “Members” and those parties initially executing this Agreement are referred to as the “Initial Members”):

WITNESSETH

WHEREAS, pursuant to Title 1, Division 7, Chapter 5 of the California Government Code (in effect as of the date hereof and as the same may from time to time be amended or supplemented, the “Joint Exercise of Powers Act”), two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, each of the Members is a “public agency” as that term is defined in Section 6500 of the Joint Exercise of Powers Act; and

WHEREAS, each of the Members is empowered by law to promote economic, cultural and community development, including, without limitation, the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, the increase of the tax base, and the promotion of opportunities for education, cultural improvement and public health, safety and general welfare; and

WHEREAS, each of the Members may accomplish the purposes and objectives described in the preceding preamble by various means, including through making grants, loans or providing other financial assistance to governmental and nonprofit organizations; and

WHEREAS, each Member is also empowered by law to acquire and dispose of real property for a public purpose; and

WHEREAS, the Joint Exercise of Powers Act authorizes the Members to create a joint exercise of powers entity with the authority to exercise any powers common to the Members, as specified in this Agreement and to exercise the additional powers granted to it in the Joint Exercise of Powers Act and any other applicable provisions of the laws of the State of California; and

WHEREAS, a public entity established pursuant to the Joint Exercise of Powers Act is empowered to issue or execute bonds, notes, commercial paper or any other evidences of indebtedness, including leases or installment sale agreements or certificates of participation therein (herein “Bonds”), and to otherwise undertake financing programs under the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California to accomplish its public purposes; and

WHEREAS, the Members have determined to specifically authorize a public entity authorized pursuant to the Joint Exercise of Powers Act to issue Bonds pursuant to the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California; and

WHEREAS, it is the desire of the Members to use a public entity established pursuant to the Joint Exercise of Powers Act to undertake the financing and/or refinancing of projects of any nature, including, but not limited to, capital or working capital projects, insurance, liability or retirement programs or facilitating Members use of existing or new financial instruments and mechanisms; and

WHEREAS, it is further the intention of the Members that the projects undertaken will result in significant public benefits to the inhabitants of the jurisdictions of the Members; and

WHEREAS, by this Agreement, each Member desires to create and establish the “California Municipal Finance Authority” for the purposes set forth herein and to exercise the powers provided herein;

NOW, THEREFORE, the Members, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

Section 1. Purpose.

This Agreement is made pursuant to the provisions of the Joint Exercise of Powers Act. The purpose of this Agreement is to establish a public entity for the joint exercise of powers common to the Members and for the exercise of additional powers given to a joint powers entity under the Joint Powers Act or any other applicable law, including, but not limited to, the issuance of Bonds for any purpose or activity permitted under the Joint Exercise of Powers Act or any other applicable law. Such purpose will be accomplished and said power exercised in the manner hereinafter set forth.

Section 2. Term.

This Agreement shall become effective in accordance with Section 17 as of the date hereof and shall continue in full force and effect until such time as it is terminated in writing by all the Members; provided, however, that this Agreement shall not terminate or be terminated until all Bonds issued or caused to be issued by the Authority (defined below) shall no longer be outstanding under the terms of the indenture, trust agreement or other instrument pursuant to which such Bonds are issued, or unless a successor to the Authority assumes all of the Authority’s debts, liabilities and obligations.

Section 3. Authority.

A. CREATION AND POWERS OF AUTHORITY.

Pursuant to the Joint Exercise of Powers Act, there is hereby created a public entity to be known as the “California Municipal Finance Authority” (the “Authority”), and said Authority shall be a public entity separate and apart from the Members. Its

debts, liabilities and obligations do not constitute debts, liabilities or obligations of any Members.

B. BOARD.

The Authority shall be administered by the Board of Directors (the “Board,” or the “Directors” and each a “Director”) of the California Foundation for Stronger Communities, a nonprofit public benefit corporation organized under the laws of the State of California (the “Foundation”), with each such Director serving in his or her individual capacity as a Director of the Board. The Board shall be the administering agency of this Agreement and, as such, shall be vested with the powers set forth herein, and shall administer this Agreement in accordance with the purposes and functions provided herein. The number of Directors, the appointment of Directors, alternates and successors, their respective terms of office, and all other provisions relating to the qualification and office of the Directors shall be as provided in the Articles and Bylaws of the Foundation, or by resolution of the Board adopted in accordance with the Bylaws of the Foundation.

All references in this Agreement to any Director shall be deemed to refer to and include the applicable alternate Director, if any, when so acting in place of a regularly appointed Director.

Directors may receive reasonable compensation for serving as such, and shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a Director, if the Board shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

The Foundation may be removed as administering agent hereunder and replaced at any time by amendment of this Agreement approved as provided in Section 16; provided that a successor administering agent of this Agreement has been appointed and accepted its duties and responsibilities under this Agreement.

C. OFFICERS; DUTIES; OFFICIAL BONDS.

The officers of the Authority shall be the Chair, Vice-Chair, Secretary and Treasurer (defined below). The Board, in its capacity as administering agent of this Agreement, shall elect a Chair, a Vice-Chair, and a Secretary of the Authority from among Directors to serve until such officer is re-elected or a successor to such office is elected by the Board. The Board shall appoint one or more of its officers or employees to serve as treasurer, auditor, and controller of the Authority (the “Treasurer”) pursuant to Section 6505.6 of the Joint Exercise of Powers Act to serve until such officer is re-elected or a successor to such office is elected by the Board.

Subject to the applicable provisions of any resolution, indenture, trust agreement or other instrument or proceeding authorizing or securing Bonds (each such resolution, indenture, trust agreement, instrument and proceeding being herein referred to as an “Indenture”) providing for a trustee or other fiscal agent, and except as may otherwise be

specified by resolution of the Board, the Treasurer is designated as the depository of the Authority to have custody of all money of the Authority, from whatever source derived and shall have the powers, duties and responsibilities specified in Sections 6505, 6505.5 and 6509.5 of the Joint Exercise of Powers Act.

The Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond with the Secretary of the Authority in the amount specified by resolution of the Board but in no event less than \$1,000.

The Board shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

The Board shall have the power, by resolution, to the extent permitted by the Joint Exercise of Power Act or any other applicable law, to delegate any of its functions to one or more of the Directors or officers, employees or agents of the Authority and to cause any of said Directors, officers, employees or agents to take any actions and execute any documents or instruments for and in the name and on behalf of the Board or the Authority.

D. MEETINGS OF THE BOARD.

(1) Ralph M. Brown Act.

All meetings of the Board, including, without limitation, regular, adjourned regular, special, and adjourned special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code of the State of California), or any successor legislation hereinafter enacted (the "Brown Act").

(2) Regular Meetings.

The Board shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting each year. The date, hour and place of the holding of the regular meetings shall be fixed by resolution of the Board. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

(3) Special Meetings.

Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

(4) Minutes.

The Secretary of the Authority shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director.

(5) Quorum.

A majority of the Board shall constitute a quorum for the transaction of business. No action may be taken by the Board except upon the affirmative vote of a majority of the Directors constituting a quorum, except that less than a quorum may adjourn a meeting to another time and place.

E. RULES AND REGULATIONS.

The Authority may adopt, from time to time, by resolution of the Board such rules and regulations for the conduct of its meetings and affairs as may be required.

Section 4. Powers.

The Authority shall have the power, in its own name, to exercise the common powers of the Members and to exercise all additional powers given to a joint powers entity under any of the laws of the State of California, including, but not limited to, the Joint Exercise of Powers Act, for any purpose authorized under this Agreement. Such powers shall include the common powers specified in this Agreement and may be exercised in the manner and according to the method provided in this Agreement. The Authority is hereby authorized to do all acts necessary for the exercise of such power, including, but not limited to, any of all of the following: to make and enter into contracts; to employ agents and employees; to acquire, construct, provide for maintenance and operation of, or maintain and operate, any buildings, works or improvements; to acquire, hold or dispose of property wherever located; to incur debts, liabilities or obligations; to receive gifts, contributions and donations of property, funds, services, and other forms of assistance from person, firms, corporations and any governmental entity; to sue and be sued in its own name; to make grants, loans or provide other financial assistance to governmental and nonprofit organizations (e.g., the Members or the Foundation) to accomplish any of its purposes; and generally to do any and all things necessary or convenient to accomplish its purposes.

Without limiting the generality of the foregoing, the Authority may issue or cause to be issued Bonds, and pledge any property or revenues as security to the extent permitted under the Joint Exercise of Powers Act, or any other applicable provision of law; provided, however, the Authority shall not issue Bonds with respect to any project located in the jurisdiction of one or more Members unless the governing body of any such Member, or its duly authorized representative, shall approve, conditionally or unconditionally, the project, including the issuance of Bonds therefor. Such approval may be evidenced by resolution, certificate, order, report or such other means of written approval of such project as may be selected by the Member (or its authorized representative) whose approval is required. No such approval shall be required in

connection with Bonds that refund Bonds previously issued by the Authority and approved by the governing board of a Member.

The manner in which the Authority shall exercise its powers and perform its duties is and shall be subject to the restrictions upon the manner in which a California general law city could exercise such powers and perform such duties. The manner in which the Authority shall exercise its powers and perform its duties shall not be subject to any restrictions applicable to the manner in which any other public agency could exercise such powers or perform such duties, whether such agency is a party to this Agreement or not.

Section 5. Fiscal Year.

For the purposes of this Agreement, the term “Fiscal Year” shall mean the fiscal year as established from time to time by resolution of the Board, being, at the date of this Agreement, the period from July 1 to and including the following June 30, except for the first Fiscal Year which shall be the period from the date of this Agreement to June 30, 2004.

Section 6. Disposition of Assets.

At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 2, after payment of all expenses and liabilities of the Authority, all property of the Authority both real and personal shall automatically vest in the Members in the manner and amount determined by the Board in its sole discretion and shall thereafter remain the sole property of the Members; provided, however, that any surplus money on hand shall be returned in proportion to the contributions made by the Members.

Section 7. Bonds.

From time to time the Authority shall issue Bonds, in one or more series, for the purpose of exercising its powers and raising the funds necessary to carry out its purposes under this Agreement.

The services of bond counsel, financing consultants and other consultants and advisors working on the projects and/or their financing shall be used by the Authority. The expenses of the Board shall be paid from the proceeds of the Bonds or any other unencumbered funds of the Authority available for such purpose.

Section 8. Bonds Only Limited and Special Obligations of Authority.

The Bonds, together with the interest and premium, if any, thereon, shall not be deemed to constitute a debt of any Member or pledge of the faith and credit of the Members or the Authority. The Bonds shall be only special obligations of the Authority, and the Authority shall under no circumstances be obligated to pay the Bonds except from revenues and other funds pledged therefor. Neither the Members nor the Authority shall be obligated to pay the principal of, premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members nor the faith and credit of the Authority shall be pledged to the payment of the

principal of, premium, if any, or interest on the Bonds nor shall the Members or the Authority in any manner be obligated to make any appropriation for such payment.

No covenant or agreement contained in any Bond or related document shall be deemed to be a covenant or agreement of any Director, or any officer, employee or agent of the Authority in his or her individual capacity and neither the Board of the Authority nor any Director or officer thereof executing the Bonds shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

Section 9. Accounts and Reports.

All funds of the Authority shall be strictly accounted for. The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice and by any provision of any Indenture (to the extent such duties are not assigned to a trustee of Bonds). The books and records of the Authority shall be open to inspection at all reasonable times by each Member.

The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Authority by a certified public accountant or public accountant in compliance with the provisions of Section 6505 of the Joint Exercise of Powers Act. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member and also with the county auditor of each county in which a Member is located; provided, however, that to the extent permitted by law, the Authority may, instead of filing such report with each Member and such county auditor, elect to post such report as a public record electronically on a website designated by the Authority. Such report if made shall be filed within 12 months of the end of the Fiscal Year or Years under examination.

The Treasurer is hereby directed to report in writing on the first day of July, October, January, and April of each year to the Board and the Members which report shall describe the amount of money held by the Treasurer for the Authority, the amount of receipts since the last such report, and the amount paid out since the last such report (which may exclude amounts held by a trustee or other fiduciary in connection with any Bonds to the extent that such trustee or other fiduciary provided regular reports covering such amounts.)

Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

In any Fiscal Year the Board may, by resolution adopted by unanimous vote, replace the annual special audit with an audit covering a two-year period.

Section 10. Funds.

Subject to the applicable provisions of any Indenture, which may provide for a trustee or other fiduciary to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to the accounting procedures developed under Sections 3.C and 9, and shall make the disbursements required by this Agreement or otherwise necessary to carry out any of the provisions of purposes of this Agreement.

Section 11. Notices.

Notices and other communications hereunder to the Members shall be sufficient if delivered to the clerk of the governing body of each Member; provided, however, that to the extent permitted by law, the Authority may, provide notices and other communications and postings electronically (including, without limitation, through email or by posting to a website).

Section 12. Additional Members/Withdrawal of Members.

Qualifying public agencies may be added as parties to this Agreement and become Members upon: (1) the filing by such public agency with the Authority of an executed counterpart of this Agreement, together with a copy of the resolution of the governing body of such public agency approving this Agreement and the execution and delivery hereof; and (2) adoption of a resolution of the Board approving the addition of such public agency as a Member. Upon satisfaction of such conditions, the Board shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing.

A Member may withdraw from this Agreement upon written notice to the Board; provided, however, that no such withdrawal shall result in the dissolution of the Authority so long as any Bonds remain outstanding. Any such withdrawal shall be effective only upon receipt of the notice of withdrawal by the Board which shall acknowledge receipt of such notice of withdrawal in writing and shall file such notice as an amendment to this Agreement effective upon such filing.

Section 13. Indemnification.

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Director or an officer, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Director or an officer, employee or other agent of the Authority, against expenses, including attorneys fees, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

Section 14. Contributions and Advances.

Contributions or advances of public funds and of the use of personnel, equipment or property may be made to the Authority by the Members for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution or advance. Any such advance may be made subject to repayment, and in such case shall be repaid, in the manner agreed upon by the Authority and the Member making such advance at the time of such advance. It is mutually understood and agreed to that no Member has any obligation to make advances or contributions to the Authority to provide for the costs and expenses of administration of the Authority, even though any Member may do so. The Members understand and agree that a portion of the funds of the Authority that otherwise may be allocated or distributed to the Members may instead be used to make grants, loans or provide other financial assistance to governmental units and nonprofit organizations (e.g., the Foundation) to accomplish any of the governmental unit's or nonprofit organization's purposes.

Section 15. Immunities.

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, and other benefits which apply to the activity of officers, agents or employees of Members when performing their respective functions within the territorial limits of their respective public agencies, shall apply to the same degree and extent to the Directors, officers, employees, agents or other representatives of the Authority while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

Section 16. Amendments.

Except as provided in Section 12 above, this Agreement shall not be amended, modified, or altered, unless the negative consent of each of the Members is obtained. To obtain the negative consent of each of the Members, the following negative consent procedure shall be followed: (a) the Authority shall provide each Member with a notice at least sixty (60) days prior to the date such proposed amendment is to become effective explaining the nature of such proposed amendment and this negative consent procedure; (b) the Authority shall provide each Member who did not respond a reminder notice with a notice at least thirty (30) days prior to the date such proposed amendment is to become effective; and (c) if no Member objects to the proposed amendment in writing within sixty (60) days after the initial notice, the proposed amendment shall become effective with respect to all Members.

Section 17. Effectiveness.

This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of each of the Members on the date that the Board shall have received from two of the Initial Members an executed counterpart of this Agreement, together with a certified copy of a resolution of the governing body of each such Initial Member approving this Agreement and the execution and delivery hereof.

Section 18. Partial Invalidity.

If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

Section 19. Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the other Members.

Section 20. Miscellaneous.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

This Agreement shall be governed under the laws of the State of California.

This Agreement is the complete and exclusive statement of the agreement among the Members, which supercedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the Members relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the City of Los Alamitos has caused this Agreement to be executed and attested by its duly authorized representatives as of the 17th day of August 2026.

Member:

CITY OF LOS ALAMITOS

By: _____

Name: Tanya Doby

Title: Mayor

Date: _____

ATTEST:

By: _____

Name: Windmera Quintanar, MMC

Title: City Clerk

Date: _____

Approved as to form:

By _____

Name: Michael S. Daudt

Title: City Attorney

Date: _____

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: August 17, 2026

ITEM NUMBER: 12A

To: Mayor Tanya Doby & Members of the City Council

Presented By: Windmera Quintanar, City Clerk

Subject: Resolution No. 2026-29 - Communications Strategic Plan

SUMMARY

The proposed Communications Strategic Plan establishes a comprehensive, coordinated, and data-informed framework for how the City of Los Alamitos communicates with residents, businesses, and stakeholders. The plan outlines the City's communication priorities, channels, audiences, and strategies to improve clarity, accessibility, transparency, and engagement across all platforms. Adoption of this plan will support consistent messaging, strengthen public trust, and align communication efforts with organizational goals and community expectations.

RECOMMENDATION

Adopt Resolution No. 2026-29, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING THE CITY OF LOS ALAMITOS' COMMUNICATIONS STRATEGIC PLAN".

BACKGROUND

Effective communication is critical in establishing public trust, ensuring transparency, and delivering high-quality public services. As the City of Los Alamitos has continued to grow, we have shared as much information as possible across multiple platforms to keep our community informed. This has resulted in our communication efforts becoming broad and saturated, and we now aim to streamline our messaging and ensure we are using the right platforms for the right audiences and the right types of information.

In June 2026, the City conducted a Citywide Community Survey that identified the public's desire for more accessible, timely, inclusive, and easy-to-understand communication. This input, combined with internal assessment and industry best practices, helped shape the proposed Communications Strategic Plan.

The plan aligns with the City's mission, vision, and strategic priorities and serves as a guide for both internal and external communication expectations. Once adopted, staff will begin establishing internal producers and workflows to ensure consistency, compliance, and efficiency across departments.

DISCUSSION

The Communications Strategic Plan is designed to strengthen how the City connects with its diverse audiences by ensuring all communication is intentional, audience-focused, and aligned

with City priorities. The plan recognizes that the community is made up of distinct groups—including seniors, families, youth, new residents, businesses, and community organizations—each requiring tailored messaging and channel strategies. Below is a summary of the key components of the Communications Strategic Plan.

Key Strategic Goals

The plan establishes the following core communication goals:

- Improve clarity and consistency in messaging.
- Strengthen engagement with priority audiences through targeted content.
- Expand the City's digital communication reach while maintaining accessibility for non-digital users.
- Enhance transparency and trust through proactive and timely updates.
- Support community awareness of programs, initiatives, projects, and City Council actions.
- Protect and promote the City's brand and identity.
- Enhance readiness for crisis and emergency communications.

Communication Channels

The plan outlines all City communication platforms and their intended uses, including:

- Social Media: Facebook, Instagram, LinkedIn, YouTube
- Digital Platforms: City website, MyLosAl app, weekly E-Newsletter
- Print: Los Al Loop, public hearing notices, flyers/doorhangers, recreation guide
- Broadcast: Local TV Channel 3, Local Stage programming
- Video Communications: Mayor's Minute, Business Spotlight, Los Al Local Spotlight
- In-Person: City events, phone/email communication with staff

Each channel serves a distinct purpose—from general awareness to targeted outreach—and the plan provides guidance on when and how to use each platform effectively.

Department-Specific Communication Needs

The Communications Division will serve as the centralized resource for all City departments by:

- Coordinating messaging and ensuring alignment with City branding.
- Translating complex or technical information into understandable formats.
- Assisting with outreach related to construction projects, service changes, crises, and major initiatives.
- Tracking communication requests to improve service delivery and internal coordination.

Audience Identification and Targeting

The plan identifies key community audiences and outlines tailored strategies to ensure accessible and meaningful communication with:

- Seniors
- Families
- New Residents
- Younger Generations

- Businesses and Community Organizations

Future phases of implementation also include expanding audience profiles to encompass developers, regional partners, nonprofits, JFTB personnel, sports organizations, and civic associations.

Measuring Success

A robust performance-tracking framework is included, with metrics such as:

- Website visitors and social media impressions
- Engagement actions (likes, shares, video views, email open rates)
- Public participation in meetings, surveys, and events
- Resident feedback
- Media coverage analysis
- Internal communication consistency
- Benchmarks comparing previous years and similar-sized cities

The City will prepare bi-annual performance reports and adjust communication strategies based on data.

Implementation Plan

The plan includes a detailed, time-bound implementation schedule.

FISCAL IMPACT

None.

- Attachment:
1. Resolution No. 2026-29 - Communication Strategic Plan
 2. Exhibit A - Communications Strategic Plan

RESOLUTION NO. 2026-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, ADOPTING THE CITY OF LOS ALAMITOS' 2026 COMMUNICATIONS STRATEGIC PLAN

WHEREAS, the Communications Strategic Plan is to ensure trust, transparency, service delivery and responsiveness to the community needs, and;

WHEREAS, the Communication Strategic Plan is essential to public trust, transparency, and service delivery, and;

WHEREAS, the Communication Strategic Plan establishes a coordinated framework for how the city shares information, engages residents and stakeholders, and communicates consistently across departments and platforms, and;

WHEREAS, the Communication Strategic Plan is designed to align communication efforts with City's Strategic priorities, support informed decision-making, and ensure timely, accurate, and accessible information reaches the community. It serves as a guide for City leadership, staff, and partners in communicating clearly, professionally, and proactively.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS DOES RESOLVE AS FOLLOWS:

SECTION 1. The City Council of the City of Los Alamitos, California, hereby adopts and approves the City of Los Alamitos' Communication Strategic Plan, which is attached hereto as Exhibit "A".

SECTION 2. The City Manager hereby authorized to execute any amendments thereto, as may be required.

SECTION 3. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 17th day of August, 2026.

Tanya Doby, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LOS ALAMITOS)

I, Windmera Quintanar, MMC, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 17th day of August 2026 by the following vote, to wit:

Windmera Quintanar , MMC, City Clerk



CITY OF LOS ALAMITOS

My City  My Los Al

COMMUNICATIONS STRATEGIC PLAN

2026



562.431.3538



LosAlCommunications@CityofLosAlamitos.org



3191 Katella Ave, Los Alamitos CA 90720



www.cityoflosalamitos.org



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EXECUTIVE SUMMARY

This Communication Strategic Plan outlines a coordinated approach to strengthening how the organization connects with its diverse audiences, builds trust, and delivers clear, consistent, and accessible information across all platforms. The goal is to ensure that all communications are intentional, audience-focused, and aligned with organizational priorities.

At the core of this plan is the recognition that our community is not one uniform audience, but a mix of distinct groups with different needs, preferences, and levels of engagement. Key audiences include seniors, families, new residents, young professionals, and youth, as well as local businesses and broader community stakeholders. Each group requires tailored messaging and channel strategies to ensure information is relevant, timely, and easy to access.

The plan focuses on improving both reach and engagement through a multi-channel approach that includes social media platforms (Facebook, Instagram, LinkedIn, and YouTube), email newsletters, the City website, and in-person and print communications where appropriate. Each channel plays a specific role in the communications ecosystem, from broad awareness-building to targeted updates and community engagement.

Key goals of the strategy include:

- Increasing clarity and consistency in messaging across all platforms
- Strengthening engagement with priority audiences through tailored content
- Expanding digital reach while maintaining accessibility for non-digital users
- Enhancing transparency and trust through proactive, timely communication
- Supporting community awareness of programs, services, and initiatives
- Support Emergency and Crisis Communication Readiness
- Protect and promote the City's brand and identity

This plan also emphasizes the importance of two-way communication, encouraging feedback, participation, and dialogue between the organization and the community. By leveraging data, audience insights, and performance tracking, communications will be continuously refined to improve effectiveness and impact.

Ultimately, this strategy positions communications as a central driver of community connection, engagement, and awareness, ensuring that residents and stakeholders are informed, included, and empowered.

CITY HISTORY

On March 1, 1960, the township of Los Alamitos became a chartered city. The city of Little Cottonwoods was affectionately described as "A Jewel of a City." The City's seal, designed by longtime resident William A. Daniels, captures the ancestry of the region. The official flower, the Daisy, reflects the importance of our City's youth since it was nominated by a young boy because it was his mother's favorite flower. Still embracing its small-town ambiance, the City offers excellent recreational and park facilities, a stellar Police Department, and an enthusiastic Administrative Staff. With its outstanding schools, friendly neighborhoods and strategic location as the crossroads of two major freeways, Los Alamitos keeps its roots in history and its future vested in the those who cherish this special community.



MISSION, VISION, AND VALUES

The fundamental components of the City's Communication Strategic Plan is consistent with the following adopted mission, vision, values, strategic priorities, and goals.

Our Mission

Los Alamitos' mission is to deliver exceptional City services that foster quality of life for residents, economic vitality for businesses, and public safety.



Our Vision

To ensure Los Alamitos' small town ambiance, high quality of life, and economic vitality are maintained and strengthened.



Our Values

- Service to the Community
- Integrity
- Fiscal Responsibility
- Teamwork
- Transparency
- Strong Community Involvement
- Visionary



PRIORITIES AND GOALS:

Fiscal and Organizational Sustainability

Maintaining an adaptive City government focused on effective governance, local discretion, workforce development, and strong fiscal policies.

Public Safety & Healthy Community

Sustaining a safe and thriving City with low crime, high community standards for health and wellness, and the protection of City assets.

Economic Development & Financial Strength

Encourage development, proactively plan for growth, and engage the business community to further transform the City into an economic hub and regional destination.



Infrastructure

Plan, fund, build and maintain reliable and cost-effective infrastructure to best address the unique needs of the City.

Community Engagement & Strong Regional Partnerships

Supporting innovative programs and services that promote quality of life and fostering partnerships with policy makers and stakeholders in order to advance City priorities.

CITY SEAL: BRANDING

The City of Los Alamitos' official seal was designed by longtime resident William A. Daniels following the city's incorporation on March 1, 1960. It captures the area's history, featuring a cottonwood tree (symbolizing "Los Alamitos" or "The Cottonwoods"), with Spanish and Mexican flags representing the region's and ancestry.

Retired Seal Colors:



Current City Seal:



STRATEGIC COMMUNICATION

Effective communication is essential to public trust, transparency, and service delivery. The City of Los Alamitos' Communications Strategic Plan establishes a coordinated framework for how the City shares information, engages residents and stakeholders, and communicates consistently across departments and platforms.

This plan is designed to align communication efforts with the City's strategic priorities, support informed decision-making, and ensure timely, accurate, and accessible information reaches the community. It serves as a guide for City leadership, staff, and partners in communicating clearly, professionally, and proactively.

The Communication Strategic Plan outlines key goals, target audiences, core message, communication channels, and implementation strategies. It also emphasizes consistency in messaging, ethical and professional standards, and responsiveness to community needs.





CORE MESSAGE

The Communications Division provides leadership, marketing, and creative support to inform Los Alamitos residents, businesses, visitors, and stakeholders. Communication efforts include digital and print publications, the City website, social media platforms, the MyLosAl app, and community outreach. These tools are used to ensure information is accessible, consistent, and aligned across all channels.

The Communications Division plays a key role in supporting City programs, projects, and initiatives by promoting transparency, encouraging public participation, and reinforcing public trust. These efforts help convey progress toward goals while improving the overall success of City services and events.

- Aligning public information, messaging, and outreach efforts with the City's strategic priorities, vision, and goals.
- Communicating clear and consistent messages through appropriate channels to targeted audiences.
- Using technology and cross-platform communication tools to promote City services, programs, and initiatives.
- Strengthening the Los Alamitos brand and fostering positive relationships with local media and community partners.
- Developing internal communication practices.
- Identifying opportunities for services and process improvements.

COMMUNITY INPUT

In June 2026, the City conducted a Citywide Community Survey, which highlighted a clear community desire for more accessible, timely, and inclusive communication.



COMMUNITY SURVEY RESULTS

Best City Ever.

Thank you to the residents who shared their input!
Together, we're building a stronger Los Alamitos.

POLLING OVERVIEW



MODE

Phone (landline and mobile)
Online (email and text to web)



LANGUAGE

English, Spanish



LENGTH

16 Minutes



TARGET RESPONDENTS

Los Alamitos likely voters



SURVEY FIELDING

3/11 to 3/24, 2026



MARGIN OF ERROR

+/- 5.8%



PARTICIPANTS

300

APPROVAL RATINGS



CITY JOB APPROVAL

APPROVE 91.0%
DISAPPROVE 5.0%
UNSURE 4.0%



POLICE DEPARTMENT APPROVAL

APPROVE 91.7%
DISAPPROVE 6.0%
UNSURE 2.3%



OCFA APPROVAL

APPROVE 88.0%
DISAPPROVE 3.7%
UNSURE 8.3%



CITY PARKS MAINTENANCE

APPROVE 90.0%
DISAPPROVE 7.0%
UNSURE 3.0%



STREET MAINTENANCE

APPROVE 88.0%
DISAPPROVE 10.7%
UNSURE 1.3%



SENIOR SERVICES

APPROVE 77.0%
DISAPPROVE 4.0%
UNSURE 19.0%



THANK YOU, LOS ALAMITOS!

We appreciate your feedback and are committed to building a safe, vibrant, and thriving community.

COMMUNICATION EFFORTS

OBJECTIVES:

- Support the City's mission, values, vision, and priorities through informational campaigns.
- Create concise messaging for crisis communications, community issues, and hot topics.
- Strengthen leadership reputation in local issues.

OUR APPROACH:

1. Produce clear communication that explains City issues, goals, and priorities in a practical and understandable way.
2. Continue to effectively use the City website, social media platforms, and digital tools to inform, educate, and engage the community.
3. Enhance public understanding of capital projects and financial decisions by demonstrating how tax dollars are used.
4. Manage City communications to ensure accuracy, consistency, and alignment across departments.
5. Identify and proactively address internal and external communication needs.
6. Proactively engage local and regional media, generate positive coverage, and promptly address inaccuracies or misconceptions.
7. Share timely information and appropriate context related to incidents, emergencies, and significant events.
8. Regularly publish engaging and relevant content related to City services, projects, and programs.
9. Consistently communicate milestones, progress updates, and outcomes tied to the City's strategic goals, priorities, and initiatives.
10. Develop targeted collaborative efforts with community partners, neighboring municipalities, emergency management agencies, and the Los Alamitos Unified School District.

IMPROVE COMMUNITY ENGAGEMENT

OBJECTIVES:

- Build trust through open, transparent, and two-way communication.
- Strengthen relationships between the City and the community.
- Create a shared sense of community identity and civic pride.

OUR APPROACH:

1. Expand opportunities for two-way communication by promoting public meetings, workshops, and community engagement opportunities.
2. Clearly communicate how residents can provide input on City projects, policies, and initiatives.
3. Use digital engagement tools, including social media, online surveys, mobile apps, and the City website, to reach a broader and more diverse audience.
4. Provide timely, easy-to-understand summaries of City Council actions, decisions, and outcomes.
5. Increase visibility of neighborhood-level projects and issues to help residents understand how City initiatives affect their daily lives.
6. Strengthen partnerships with neighborhood associations and community organizations to improve outreach and information sharing.
7. Promote events, programs, and volunteer opportunities that encourage participation and community pride.
8. Improve accessibility to information by offering clear explanations, visuals, and resources that help residents engage.
9. Respond effectively to public inquiries, comments, and concerns across all platforms.

PRODUCE HIGH-QUALITY PRODUCTS

OBJECTIVES:

- Develop high-quality print and digital communications, including newsletters, flyers, graphics, reports, and web content.
- Capture attention through design, writing, graphics, photography, and video.
- Promote City events, programs, and initiatives to ensure consistent, professional communication.

OUR APPROACH:

1. Improve the effectiveness of communication tools, including the City website, social media platforms, email, and print material.
2. Ensure communication campaigns reflect the City's vision, strategic goals, and key community priorities.
3. Continually enhance the quality and consistency of content published on the City website and social media.
4. Expand video content to explain City initiatives, highlight services, and share community stories.
5. Use digital platforms to distribute content and track engagement to inform future communication efforts.
6. Increase the use of photography and video to showcase Los Alamitos' quality of life, assets, and events.
7. Identify cost-effective approaches to design and production.
8. Plan and support strategic communication and outreach efforts for City events, initiatives, and campaigns.
9. Identify target audience, define desired outcomes, and create clear, consistent messages.
10. Produce written, digital and video content as needed to support City departments.



DEPARTMENT COMMUNICATION NEEDS

OBJECTIVES:

- Serve as a centralized communication resource to support departments.
- Coordinate messaging to ensure accuracy and alignment with City policies.
- Translate technical information into clear, easy-to-read, and understandable communication.

OUR APPROACH:

1. Meet with departments to identify upcoming communication needs and priorities.
2. Provide guidance on messaging, timing, and appropriate communication channels.
3. Develop communication plans for major projects, initiatives, and service changes.
4. Coordinate interdepartmental communication to ensure consistent and timely messaging.
5. Ensure departmental communications align with City branding, style, and accessibility standards.
6. Assist with public outreach related to construction projects, service disruptions, and community impacts.
7. Support crisis and emergency communication in coordination with affected departments.
8. Track communication requests and outcomes to improve efficiency and service delivery.



IDENTIFY KEY AUDIENCES

A primary goal of this communication plan is to identify and effectively engage the diverse audiences that make up our community. Understanding the unique needs, preferences, and communication habits of each group will help ensure that information is accessible, relevant, and meaningful.

Through audience-focused communication strategies, the organization aims to increase awareness, strengthen community engagement, improve transparency, and ensure that all residents have access to the information they need to participate fully in community life.

OUR APPROACH:

- **Seniors:** Provide clear, timely information through trusted and accessible channels, ensuring older residents remain informed about programs, services, events, and community updates.
- **Families:** Share information that supports family life, including recreational opportunities, community services, public safety updates, and local events.
- **New Residents:** Welcome and orient new community members by providing essential information about local services, resources, programs, and opportunities for involvement.
- **Younger Generations:** Engage youth and young adults through modern communication platforms and interactive content that encourages participation, feedback, and community connection.
- **Businesses and Community Organizations:** Foster partnerships by keeping stakeholders informed about initiatives, opportunities, and community developments.

CITY COMMUNICATIONS

IN-PERSON:



Phone Call: City Staff - Residents can call City departments directly to ask questions, request services, or get information about programs, events, and City services.



E-Mail City Staff - A direct way for residents to ask questions and receive timely responses from City staff about programs, resources, services, and community events.



City Events - Los Alamitos hosts a variety of ongoing seasonal gatherings for our residents and community.

SOCIAL MEDIA:



Facebook - A social media platform that enables users to connect with community groups, businesses, and organizations through posts, photos, videos etc. It targets families, local residents and older demographics.



Instagram - Instagram targets younger professionals, students, families, and community members. It is a platform that uses storytelling, showcasing experiences, and promoting events to engage audiences.



LinkedIn - A professional networking platform used for sharing industry insights, career updates, job opportunities, and organizational news. It focuses on job seekers, working professionals, business leaders, and other organizations.



You Tube - A highly diverse video-sharing platform where users can watch and share long and short-form videos. It's a library of visual information and storytelling.

CITY COMMUNICATIONS CONT.

PRINT:



Los Al Loop* - Monthly printed newsletter and available online that is delivered directly to every resident in Los Alamitos. A key initiative designed to keep residents informed and engaged with City affairs. This newsletter offers an exclusive inside look at major events from City Council meetings, to updates on important City projects.



Public Hearing Notices* - A formal, legal notice announcement informing the community about an upcoming government or regulatory proceeding to ensure transparency and to give citizens, property owners, and interested parties the opportunity to voice their opinions before a major decision is made. These are published in the paper, posted online, and /or distributed via flyers and doorhangers.



Street Banners - The City displays community event banners on street light poles and larger event banners at local parks and the civic center.



Flyers and Doorhangers - Printed and distributed to highlight special initiatives in the area and canvass residents in the Los Alamitos neighborhood areas.



Press Releases* - Press releases are used to share official news and important updates with the community and media. These announcements provide timely information about City services, events, public safety, and other key topics.



Sugar Beats* - A business-focused communication channel designed to share timely updates, industry information, local economic developments, and opportunities relevant to the business community. It serves as a direct and reliable source of information for stakeholders who want deeper insight into business conditions and initiatives.



Recreation Activities Guide* - Offers families a variety of classes, day camps, and seasonal events through a printed and digital brochure.

***Also available online**

CITY COMMUNICATIONS CONT.

ONLINE & VIDEO:



City Website - The City website is the official online hub for municipal information, services, and resources. It provides residents, businesses, and visitors with access to City news, public notices, department contacts, permits, utility services, meeting agendas, and community updates. It serves as a primary source for accurate, up-to-date City information and online service delivery.



My Los Al App - Residents can use the My Los Al App to apply for permits, report a City issue, obtain a business license, and much more.



E-Newsletter - Produced weekly and delivered by email to all of the local community, the City's E-Newsletter shares events, activities, Public Works improvement projects, business spotlights, Human Resources employment opportunities, City initiatives, and other important news.



Local Stage - A local cable channel program, Los Al TV-3, featuring community leaders, local business interviews, and community services for all residents.



Local TV Cable Channel 3 - The City of Los Alamitos broadcasts on local cable TV channel 3. Programming runs 24 hours a day and includes City Council meetings, community messages, news updates, and City event highlights.



Mayor's Minute - Short, recurring video segment hosted by the Mayor to keep the local community informed about upcoming events, infrastructure projects, and much more.



Mayor's Business Spotlight - A free monthly initiative designed to highlight and support outstanding local small businesses.



Los Al Local Spotlight - This recording highlights ongoing City projects, public services, upcoming events, economic development efforts, infrastructure improvements, and other necessary information. It serves as an informative overview for the community.

MEASURING PROGRESS & SUCCESS

Measuring communication performance is essential to understand what is working, identify areas for improvement, and ensure alignment with the City of Los Alamitos' Strategic Goals. Tracking key metrics and milestones allows the City to evaluate the effectiveness of communication efforts, make informed data-driven decisions, and improve how information is shared with the community.

OUR APPROACH:

1. Track Audience Reach

- Measure how many people receive or see messages.
- Metrics include:
 - Website visitors
 - Social media impressions
 - Email distribution
 - Print circulation

2. Local Media Reach

- Measure Engagement
- Evaluate how residents interact with communications.
- Metrics include:
 - Likes, comments, shares
 - Email open and click-through rates
 - Video views
 - Website time on page
 - QR code scans

3. Monitor Community Participation

- Determine whether communications lead to action.
- Metrics include:
 - Public meeting attendance
 - Survey participation
 - Volunteer sign-ups
 - Program registrations
 - Event attendance

4. Collect Resident Feedback

- Gather both quantitative and qualitative feedback.
- Metrics include:
 - Community surveys
 - Focus groups
 - Online feedback forms
 - Customer service interactions
 - Public comment sessions



MEASURING PROGRESS & SUCCESS

5. Analyze Media Coverage

- Review how the City is represented in local and regional media.
- Metrics include:
 - Number of media stories
 - Positive, neutral, and negative coverage
 - Share of voice
 - Accuracy of reporting

6. Review Internal Communication Performance

- Ensure City employees receive and understand important information.
- Metrics include:
 - Employee newsletter engagement
 - Staff survey results
 - Attendance at internal meetings
 - Department communication consistency

7. Compare Results to Benchmarks

- Review performance metrics bi-annually.
- Metrics include:
 - Previous years
 - Similar-sized cities
 - Industry standards
 - Original communication goals

8. Report Results and Adjust the Strategy

- Create bi-annual performance reports for City leadership.
- Metrics include:
 - Key accomplishments
 - Areas needing improvement
 - Emerging communication trends
 - Recommendations for the next reporting period



IMPLEMENTATION PLAN

Strategic Area	What this Means	Key Actions	Benchmark	Timeline
Branding & Visual Identity	Establish one consistent City identity across departments and communication channels through shared tone, messaging, typography, colors, and visual elements.	Develop Citywide brand/style guide; approved templates; department resources.	Citywide standards adopted and implemented.	0-3 mo.: Audit existing materials 6 mo.: Draft & approve standards 1 yr.: Full implementation
Crisis & Emergency Communications	Provide timely, accurate, coordinated information during emergencies through clearly defined roles, approval processes, spokespersons, and communication channels.	Establish crisis protocol; identify spokespersons; create templates; establish backup communication methods.	Protocol adopted; templates prepared; annual exercise completed.	0-3 mo.: Assess current protocol 6 mo.: Adopt protocol/templates 1 yr.: Conduct exercise & update
Internal Communications	Strengthen communication across the organization to support operational excellence, staff awareness, and unified messaging.	Establish communication expectations; staff updates; department liaison roles; internal information-sharing methods.	Defined internal communication structure and regular staff updates.	0-3 mo.: Identify needs 6 mo.: Launch framework 1 yr.: Evaluate effectiveness
Staffing, Roles & Resources	Define the people, responsibilities, and resources needed to implement the Communications Strategic Plan.	Identify Communications Division responsibilities; department support roles; staffing and resource needs.	Roles formally assigned; annual resource assessment.	0-3 mo.: Define roles 6 mo.: Address resource gaps 1 yr.: Review staffing/resources
Department Communication Plans	Give departments a consistent framework for planning project-specific communications.	Develop communication-plan templates; train departments; incorporate into project planning.	100% of major projects use communication plans.	0-3 mo.: Develop template 6 mo.: Pilot with departments 1 yr.: Full adoption
Measurable & Time-Bound Goals	Ensure communication initiatives have clear, measurable outcomes and deadlines.	Establish SMART goals; identify indicators; assign timelines and responsible parties.	Goals include measurable indicators and deadlines.	0-3 mo.: Define measures 6 mo.: Establish department goals 1 yr.: First performance review
Evaluation Benchmarks & Targets	Establish baseline data and annual targets to measure communication performance and improvement.	Develop baseline measures; establish annual targets; compare results year-over-year and with peers.	Annual communications performance report.	0-3 mo.: Identify data 6 mo.: Establish baseline 1 yr.: First annual report
Content Strategy & Calendar	Coordinate City messaging around priority topics, seasonal needs, events, and campaigns.	Develop annual content calendar; identify themes; coordinate departmental schedules.	Annual calendar maintained and reviewed quarterly.	0-3 mo.: Develop framework 6 mo.: Launch calendar 1 yr.: Evaluate & refine

IMPLEMENTATION PLAN CONT.

Strategic Area	What this Means	Key Actions	Benchmark	Timeline
Accessibility & Inclusion	Ensure communications are accessible, understandable, inclusive, and equitable.	Apply ADA digital standards; plain language; multilingual communication; accessible design.	Accessibility standards incorporated across primary channels.	0-3 mo.: Assess gaps 6 mo.: Implement standards 1 yr.: Accessibility review
Expanded Audience Definitions	Broaden audience profiles to reflect the full range of City stakeholders.	Develop profiles for developers, regional agencies, nonprofits, JFTB personnel, sports organizations, faith-based groups, civic associations, and others.	Audience profiles incorporated into communication planning.	0-3 mo.: Identify audiences 6 mo.: Develop profiles 1 yr.: Integrate into plans
Channel Prioritization	Establish guidance for selecting communication channels based on audience, reach, urgency, and accessibility.	Define primary/secondary channels; establish channel-use guidelines.	Channel guidelines adopted and consistently applied.	0-3 mo.: Audit channels 6 mo.: Adopt guidelines 1 yr.: Evaluate channel performance
Message Approval Workflow	Create a consistent process for reviewing sensitive or high-visibility communications while maintaining timely information flow.	Establish approval steps; define spokesperson roles; coordinate departmental messaging.	Workflow documented and responsibilities assigned.	0-3 mo.: Map current process 6 mo.: Adopt workflow 1 yr.: Review and refine
Community Input Integration	Use community feedback to improve communications, identify information needs, and strengthen engagement.	Conduct surveys, focus groups, online engagement, and forums; summarize findings.	Feedback regularly incorporated into strategy updates.	0-3 mo.: Establish feedback tools 6 mo.: First engagement cycle 1 yr.: Annual findings report
Digital Governance & Data Policy	Establish standards for privacy, public records, cybersecurity, moderation, and data retention.	Develop governance guidelines; establish moderation and records practices; address cybersecurity and data management.	Citywide digital governance standards adopted.	0-3 mo.: Assess policies 6 mo.: Draft/adopt standards 1 yr.: Compliance review
Training & Capacity Building	Build staff confidence and consistency through ongoing communication and digital training.	Training in public communication, social media, accessibility, crisis communications, plain language, and City standards.	Annual training program established; participation tracked.	0-3 mo.: Identify training needs 6 mo.: Launch training program 1 yr.: Evaluate participation & needs



CITY OF LOS ALAMITOS

My City ♥ My Los Al

Conclusion:

This Communications Strategic Plan provides a clear framework for delivering consistent, effective and transparent communication in support of the City of Los Alamitos' goals. Developed by data-informed decision-making, the plan is designed to strengthen public understanding, enhance engagement, and maximize the impact of City communication efforts. The City will ensure communication efforts remain relevant, responsive, and aligned with community and organization priorities.

Please follow us on Social Media and sign up for our E-Newsletter. Feel free to contact us, we welcome your feedback.

LET'S STAY IN TOUCH!

562.431.3538

LosAlCommunications@CityofLosAlamitos.org

3191 Katella Ave, Los Alamitos CA 90720

www.cityoflosalamitos.org

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: August 17, 2026

ITEM NUMBER: 12B

To: Mayor Tanya Doby & Members of the City Council

Presented By: Michael Daudt, City Attorney

Subject: Resolution No. 2026-27 - City Manager Employment Agreement

SUMMARY

Following the conclusion of negotiations with City Manager Chester C. Simmons, the City Council will consider approval of a new City Manager Employment Agreement.

RECOMMENDATION

1. Receive an oral report summarizing the proposed new City Manager Employment Agreement; and,
2. Adopt Resolution No. 2026-27, entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A NEW CITY MANAGER EMPLOYMENT AGREEMENT WITH CHESTER C. SIMMONS".

BACKGROUND

On January 21, 2020, the City Council unanimously approved a three-year Employment Agreement with Mr. Simmons, appointing Mr. Simmons as Los Alamitos' City Manager. The City Council updated the City Manager Employment Agreement in 2022, and again most recently on July 22, 2024. Pursuant to Section 3.5 of the City Manager Employment Agreement, the City Council engages in annual performance reviews of the City Manager. The City Council conducted its closed session performance review of the City Manager on April 20, 2026, May 26, 2026, and June 15, 2026.

DISCUSSION

Pending City Council approval, the new City Manager Employment Agreement will be for an initial term of one year, with automatic 12-month renewals thereafter. The City Manager will receive an annual salary of \$261,710.00. Each year of the contract term, the City Manager will also receive a \$5,000 retention bonus and will accrue vacation leave at a rate of 200 hours annually. Except as noted below, the City Manager will receive the same benefits provided for other Executive Management employees as set forth in the Salary and Benefit Resolution. The City will contribute \$2,250 per month toward the payment of medical premiums and cover the cost of an annual HOAG Executive Physical or equivalent, and \$1,916 towards the participation in a City-approved deferred compensation plan. The City Manager shall be entitled to retirement benefits under the 2.7% at 55 Plan of the Retirement System of the State of California ("PERS"). The City Manager shall be entitled to the same retiree medical benefits

provided for Executive Management employees in the Salary and Benefit Resolution, as may be amended, except these benefits will be available to the City Manager upon reaching the minimum retirement age of 50. The City Manager will be provided with a City-issued cellular phone, or may elect to receive a \$70.00 monthly stipend for use of his own cellular phone. The City will provide the City Manager with a monthly stipend of \$55.00 for a wireless hotspot. Additionally, the City Manager will be provided a City-owned or leased vehicle.

The attached City Manager Employment Agreement details all elements of the proposed compensation for the City Manager position. An oral report summarizing the recommended compensation plan for the City Manager position will be made by the City Attorney during open session before final action is taken.

FISCAL IMPACT

The costs associated with this new City Manager Employment Agreement have been included within the budget for the coming fiscal year.

- Attachment:
1. Resolution No. 2026-27 - City Manager Employment Agreement (2026)
 2. Exhibit A - City Manager Employment Agreement (2026)

RESOLUTION NO. 2026-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A NEW CITY MANAGER EMPLOYMENT AGREEMENT WITH CHESTER C. SIMMONS

WHEREAS, on January 21, 2020, the City Council unanimously approved a three-year Employment Agreement with Mr. Simmons, appointing Mr. Simmons as Los Alamitos' City Manager; and,

WHEREAS, the City Council updated the City Manager Employment Agreement in 2022, and again most recently on July 22, 2024.

WHEREAS, pursuant to Section 3.5 of the City Manager Employment Agreement, the City Council engages in annual performance reviews of the City Manager.

WHEREAS, the City Council conducted its closed session performance review of the City Manager on April 20, 2026, May 26, 2026, and June 15, 2026.

WHEREAS, the City and Mr. Simmons desire to enter into a new City Manager Employment Agreement, which shall supersede and replace the previous agreement; and

WHEREAS, pursuant to Section 703 of the City Charter, the City Council is required to establish the salary of the City Manager by ordinance or resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS DOES RESOLVE AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and are incorporated herein by reference.

SECTION 2. Chester C. Simmons is hereby reappointed City Manager of the City of Los Alamitos to serve at the direction and pleasure of the City Council pursuant to Article VII of the City Charter.

SECTION 3. The City Council hereby approves and authorizes the Mayor to execute the City Manager Employment Agreement, attached hereto as Exhibit "A" and incorporated herein by reference with an effective date of August 1, 2026.

SECTION 4. The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 17th day of August 2026.

Tanya Doby, Mayor

ATTEST:

Windmera Quintanar, MMC, City Clerk

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

STATE OF CALIFORNIA)

COUNTY OF ORANGE) ss
CITY OF LOS ALAMITOS)

I, Windmera Quintanar, MMC, City Clerk, of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 17th day of August, 2026, by the following vote, to wit:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Windmera Quintanar, MMC, City Clerk

CITY OF LOS ALAMITOS
EMPLOYMENT AGREEMENT
FOR
NON-REPRESENTED EMPLOYEE
(CITY MANAGER)

1. PARTIES AND DATE.

This Agreement (hereinafter referred to as the "Agreement") is made and entered into this 1st day of August, 2026 ("Effective Date") by and between the City of Los Alamitos, a California charter city and municipal corporation (hereinafter referred to as "City") and Chester C. Simmons (hereinafter referred to as "Employee" and/or "City Manager"), in order to provide in writing the terms and conditions of employment as City Manager for City. City and Employee are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

2. RECITALS.

2.1 City.

City desires to employ Employee as City Manager for the City of Los Alamitos, and Employee desires to accept employment as City Manager. It is the desire of the Parties through this Agreement to provide for certain benefits, establish conditions of employment, and to set working conditions for Employee.

3. TERMS.

3.1 Duties.

3.1.1 Designated Duties. City hereby agrees to employ Employee as City Manager of City to perform the functions and duties in accordance with applicable state law, the City's Charter and Municipal Code, as well as the approved City job description for the position, a true and correct copy of which is attached hereto, marked Exhibit "A" and incorporated herein by reference. Employee shall also perform other legally permissible and proper duties and functions as the City Council shall from time-to-time assign.

3.1.2 Control and Supervision. Employee shall serve at the will and pleasure of the City Council, and will be under the day-to-day supervision and direction of the City Council.

3.1.3 City Council Meetings. Employee shall attend all City Council meetings, unless excused or directed otherwise by the City Council.

3.1.4 Moonlighting. Employee will focus his professional time, ability, and attention on City business during the Term of this Agreement. To the extent consistent with applicable law, Employee shall not engage in any other business duties or pursuits whatsoever

or, directly or indirectly, render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, without the prior written consent of the City Council, except that:

(1) The expenditure of reasonable amounts of time not in conflict with the City's needs and interests, for educational, charitable, community, and professional activities, shall not be deemed a breach of this Agreement and shall not require prior consent; and

(2) This Agreement shall not be interpreted to prohibit Employee from making passive personal investments or conducting private business affairs if those activities do not materially interfere with the services required under this Agreement or create conflicts of interest.

3.1.5 Work Schedule. It is recognized that Employee must devote a great deal of time outside normal office hours and outside of City Hall to meet the business needs of the City. As such, Employee shall regulate his own work schedule provided he accommodates a normal business schedule and remains accessible, recognizing the needs of the organization and community.

3.1.6 City Documents and Confidentiality. All data, studies, reports and other documents prepared by Employee while performing his duties during the Term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee. Such materials shall not, without the prior written consent of the City Council, be used by Employee for any purposes other than the performance of his duties. Nor shall such materials be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by law. The obligations of the City and Employee under this section shall survive the termination of this Agreement.

3.1.7 City Council Commitments:

(1) Except for the purpose of inquiry, the City Council and its members shall deal with all subordinate City employees, officers, contractors, and consultants solely through Employee or Employee's designee, and neither the City Council nor any member thereof shall give direction to any subordinate of Employee, either publicly or privately.

(2) No member of the City Council will order the appointment or removal of any person to any office or employment under the supervision and control of Employee.

(3) Neither the City Council nor any of its members shall interfere with the execution of the powers and duties of Employee, as specified in the City Charter, the Municipal Code, this Agreement, or any other lawfully adopted and authorized document.

(4) The City Manager is a member of the International City/County Management Association (ICMA) and, as such, is subject to a professional code of ethics. The ICMA Code of Ethics binds the City Manager to certain practices that are designed to ensure actions are in support of the City's best interests. The Parties desire that the City Manager comply with the ICMA Code of Ethics. The City agrees that neither the Council nor any of its members will give the City Manager any order, direction, or issue any requests that would require the City Manager to violate the ICMA Code of Ethics.

3.2 Term; Termination; Severance Pay.

3.2.1 Term. This Agreement shall continue from the Effective Date for a period of one (1) year through and including August 1st, 2027 ("Initial Term"). Following the Initial Term, this Agreement will automatically extend for additional 12-month periods and will continue to do so unless and until terminated by either Party as set forth in this Agreement. At no point will there be less than 12 months on the unexpired term of the contract.

3.2.2 Termination. The Parties understand and agree that the employment relationship created by this Agreement is "at-will" and that Employee shall serve at the will and pleasure of the City Council, and may be terminated at any time, without notice and with or without cause, but subject to the terms of this Agreement and the City's Charter and Municipal Code.

3.2.3 Automatic Termination. This Agreement, and Employee's employment, shall automatically terminate and Employee shall not be entitled to any severance payment, except for compensation for accrued and unused vacation leave, upon the happening of any of the following events:

(1) Upon mutual agreement in writing by both Parties to terminate this Agreement;

(2) Upon resignation by Employee;

(3) Upon the death of Employee;

(4) When Employee has been unable to perform all or substantially all of the essential functions of his position, with or without reasonable accommodation, due to illness or other disability for a period of three (3) months, provided, however, whenever required by applicable law, Employee shall be entitled to use accrued but unused sick leave before this three (3) month period begins to run.

(5) Upon the natural expiration of the Term of this Agreement, as provided for herein.

3.2.4 Termination Without Cause; Severance. In the event Employee is terminated without cause at such time as Employee is willing and able to perform his duties

under this Agreement, other than under an Automatic Termination instance as provided for in Section 3.2.3, the City agrees to pay Employee a severance payment equal to up to twelve (12) months base salary and the Premium Contribution (as described in Sections 3.3 and 3.4 below) (“Severance Payment”). Employee shall receive said payment in monthly installments commencing within thirty (30) days of Employee’s last day of employment with City. Monthly installments of the Severance Payment shall continue, and the City shall ensure continued enrollment with CALPERS, until such time as Employee secures commensurate full-time CALPERS-eligible employment, provided however that Employee shall be entitled to and receive no less than nine (9) monthly installments of the Severance Payment. The Severance Payment is expressly contingent on Employee executing a valid waiver and release of all claims against the City and City Council members individually and collectively (“Separation Agreement and General Release”). Should Employee fail to execute the Separation Agreement and General Release, Employee will forego any right to the Severance Payment. Recovery and enforcement of the Severance Payment shall be Employee’s sole remedy for a termination without cause. Upon termination, with or without cause, Employee shall also be entitled to compensation for accrued and unused vacation leave.

Termination without cause may not be exercised by the City ninety (90) days prior to any City Council election or ninety (90) days following the either the certification of any City Council election, or the appointment of a Council Member to fill a vacancy.

3.2.5 Notice for Resignation. The City Manager hereby expresses his intent to continue in his position as the Los Alamitos City Manager. The City Manager agrees that should the City Manager be offered alternative employment, the City Manager will advise the Mayor of his intent to accept the offer and provide the City Council with the opportunity to meet with him to discuss the offer and other matters as might be desirable to either Party. In the event that the City Manager resigns from his position with the City, the City Manager shall give the City a minimum of thirty (30) days’ of written notice. The thirty (30) days’ notice may be waived by mutual agreement. Upon voluntary resignation, Employee shall be entitled to accrued vacation leave, but not to the Severance Payment described in Section 3.2.4 above.

3.2.6 Termination for Cause; Procedure. Except as provided in Subsection (5) of 3.2.6.2 below, in the event Employee is terminated for cause, City shall have no obligation to pay the Severance Payment described in Section 3.2.4 above. However, Employee shall be entitled to compensation for accrued and unused vacation leave.

3.2.6.1 *Grounds for Termination for Cause.* As used in this Agreement, cause shall mean any of the following:

- a) Conviction of a felony;
- b) Conviction of a misdemeanor arising out of Employee’s duties under this Agreement and involving a willful or intentional violation of law;
- c) Willful abandonment of duties, other than for excused medical reasons;

- d) A willful and intentional failure to carry out materially significant and legally constituted policy decisions of the City Council made by the City Council as a body; or
- e) Any other intentional or grossly negligent action or inaction by Employee that materially and substantially: (1) impedes or disrupts the operations of the City or its organizational units; (2) is detrimental to employee or public safety; (3) violates properly established rules or procedures of the City causing a material and substantial adverse impact on the City; or (4) has a material and substantial adverse effect on the City's interests as clearly defined and delineated by properly established City Council action taken by the City Council as a body, policy, regulations, or ordinances.

3.2.6.2 *Termination Procedures.* Subject to Section 707 of the City Charter, the following procedures shall apply to any termination for cause:

(1) At least thirty (30) calendar days before the effective date of any termination for cause, the City Council shall deliver to Employee a written specification of the charges or other reasons upon which "cause" is alleged, as well as the specific effective date of termination. After furnishing Employee with written notice of his intended termination for cause ("Termination Notice"), the City Council may suspend him/her from duty, but his total compensation shall continue for sixty (60) days from the date of the Termination Notice.

(2) Within seven (7) calendar days from his receipt of the Termination Notice, Employee may challenge such termination for cause by delivery to the City Clerk of a written demand for a public hearing before the City Council upon the specifications. Failure to submit a written demand for such a hearing within the seven (7) calendar day period shall constitute a waiver of such right.

(3) If a public hearing before the City Council is demanded, no special notice (e.g., newspaper publication) shall be required for the hearing, other than agenda noticing required by the Brown Act. The City Council shall fix a time for the public hearing which shall be held at its regular meeting place before the expiration of the thirty (30) day period referred to in subparagraph (1) above.

(4) The issues to be determined in the hearing shall be whether the specification(s) alleged constitute "cause" pursuant to this Agreement. The City Council's determination shall be final and without right of further appeal.

(5) In the event the City Council concludes in favor of Employee that no cause exists, Employee shall be entitled only to the appropriate amount of severance pay and benefits as he would have received if terminated without cause pursuant to Section 3.2.4 above and upon the conditions set forth in Section 3.2.4. Employee shall not have any reinstatement rights.

3.2.7 Government Code Provisions. In accordance with Government Code Sections 53243 through 53243.4, if Employee is paid any leave salary pending investigation, if City provides funds for the legal defense of Employee, or if Employee receives any cash settlement related to the termination of this Agreement, including the Severance Payment specified above, and Employee is subsequently convicted of a crime involving the abuse of his or her office as defined by Government Code Section 53243.4, Employee shall fully reimburse City for such monies paid. This provision shall survive termination of this Agreement.

3.2.8 Joint Communications Upon Employee's Termination. In the event the City Council terminates Employee without cause, Neither the City Council, individual City Council members, nor Employee shall make any written, oral or electronic statement to any member of the press concerning Employee's termination except in the form of a joint press release or statement, the content of which is mutually agreeable to the City Council and Employee. The joint press release or statement shall not contain any text or information that is disparaging to either Party. Either Party may verbally repeat the substance of the joint press release or statement in response to any press inquiry.

3.2.9 Changes to Compensation or Authority. In the event at any time during the term of employment of the City Manager, the City (1) reduces the salary or other benefits of the City Manager, (2) refuses to follow written notice to comply with any other provision of this Agreement benefiting the City Manager, (3) takes action to reduce the responsibilities or authority of the City Manager, (4) request the resignation of the City Manager and the City Manager resigns due to said request, the City Manager will be deemed "terminated without cause" and be eligible for the Severance Payment provisions set forth in this Agreement.

3.3 Salary.

3.3.1 Employee's base salary shall be Two Hundred Sixty One Thousand Seven Hundred Ten Dollars (\$261,710.00), subject to all necessary deductions and withholdings required by state and/or federal law. City shall also deduct sums Employee is obligated to pay because of participation in plans or programs described elsewhere in this Agreement.

3.3.2 The salary shall be payable bi-weekly at the same time as other employees of City are paid and may be modified from time-to-time by the City Council pursuant to the Salary and Benefits Resolution. Employee salary shall remain, at a minimum, five percent (5%) greater than the salary of Employee's highest paid subordinate.

3.3.3 At the end of each calendar year, Employee may also be entitled to up to a five percent (5%) performance-based incentive bonus. Any performance-based incentive shall be dependent upon Employee's success in implementing the performance plan described in Section 3.5 below, as well as other issues deemed relevant by the City Council, and shall be within the City Council's sole and absolute discretion.

3.3.4 Upon the Effective date, Employee shall receive a Five Thousand Dollars (\$5,000.00) retention bonus. On the annual anniversaries of the Effective Date of this Agreement, Employee shall receive additional retention bonuses, each totaling Five Thousand

Dollars (\$5,000.00). The retention bonuses provided pursuant to this section are separate from any retention-performance or longevity bonus provided under Section 3.4 below.

3.3.5 Any performance-based incentive bonus awarded pursuant to Section 3.3.3, and the retention bonus paid pursuant to Section 3.3.4 shall be provided as a lump sum payment and shall not be added to Employee's base salary.

3.4 Fringe Benefits.

Except as otherwise set forth herein, Employee shall be entitled to those benefits, including holidays, bereavement, temporary disability, jury duty, vacation, sick leave, administrative leave, disability, health and life insurance, retirement, retention-performance/longevity bonuses, 401k contributions, retirement benefits and post retirement benefits provided for Executive Management employees in the Salary and Benefit Resolution, as may be amended. The calculation of any benefit provided to the City Manager will include all previous years of CALPERS-eligible municipal service.

3.4.1 Administrative Leave. Employee shall accrue administrative leave in accordance with the rules and policies set forth for Executive Management employees in the Salary and Benefit Resolution, as may be amended.

3.4.2 Vacation Leave. Employee shall accrue vacation leave at the rate of 200 hours annually, to be accumulated on a bi-weekly basis at a pro-rated amount equivalent to the annual amount. Employee is required to take a minimum of seven (7) days of consecutive leave annually.

3.4.3 Notice of Vacation and Administrative Leave. Employee shall provide as much written notice as possible to the City Council when Employee plans on using more than one day's worth of administrative or vacation leave. Absent extenuating circumstances, in no event shall the notice be less than seven (7) calendar days.

3.4.4 Disability, Health, and Life Insurance; Physical Examinations. City agrees to provide contributions for comprehensive medical, optical and dental insurance for Employee and his dependents, as provided for Executive Management employees in the Salary and Benefit Resolution, as may be amended, except that the City shall contribute up to Two Thousand Two Hundred Fifty Dollars (\$2,250.00) per month toward the payment of premiums for health, dental and optical insurance for Employee and his dependents ("Premium Contribution"). Alternatively, Employee may elect to receive a monthly payment equal to the maximum Premium Contribution in lieu of participation in the City's medical, optical and dental insurance program. Employee shall also be entitled to the same long-term disability insurance benefits that are provided for Executive Management employees in the Salary and Benefit Resolution, as may be amended. Additionally, City shall cover the cost of an annual HOAG Executive Physical or equivalent for Employee.

3.4.5 Retirement. City agrees to execute all necessary agreements to enroll Employee as a “Classic” Employee in the Public Employees’ Retirement System of the State of California (“PERS”). Employee shall be entitled to the same retiree medical benefits provided for Executive Management employees in the Salary and Benefit Resolution. Retirement benefits are provided for Executive Management personnel under the 2.7% at 55 Plan of PERS. Level 4 of the 1959 Survivor Benefit and the Pre-Retirement Option 2 Death Benefit. Employee shall be entitled to the same retiree medical benefits provided for Executive Management employees in the Salary and Benefit Resolution, as may be amended, except these benefits will be available to the Employee upon reaching the minimum retirement age of 50 and will be dispersed in the same amount and manner as described in section 3.4.4.

3.4.5.1 City shall pay the employer share of the PERS retirement contribution as actuarially determined by PERS for each fiscal year covered by the Agreement for the 2.7% at 55 retirement benefit level.

3.4.5.2 Employee shall pay the employee’s share of the PERS retirement contribution as actuarially determined by PERS for each fiscal year covered by the Agreement for the 2.7% at 55 retirement benefit level.

3.4.6 Auto. City shall provide a City-owned or -leased vehicle to Employee for his exclusive use (the “Vehicle”). City shall bear all the fixed and variable costs and expenses of the Vehicle, including registration and license fees, insurance, maintenance, fuel, and repairs.

3.4.7 Deferred Compensation. City shall contribute One Thousand Nine Hundred Sixteen Dollars (\$1,916.00) per month into a City-approved 457 deferred compensation plan of the Employee’s choice on behalf of Employee.

3.4.8 Cellular Telephone. During the term of this Agreement City shall provide Employee with a City issued cellular phone to be used in accordance with City policy. City shall pay for the cellular phone expenses. Alternatively, Employee may elect to use his own cellular phone, for which the City will provide a monthly stipend of Seventy Dollars (\$70.00). Employee shall be required to execute City’s standard cellular telephone use agreement in the event a City phone is provided.

3.4.9 Wi-Fi Hotspot. During the term of this Agreement City shall provide Employee with a monthly stipend of Fifty-Five Dollars (\$55.00) for a Wi-Fi hotspot.

3.4.10 Fair Market Value Purchase Option. Provided Employee is not terminated for cause under Section 3.2.6, Employee shall have the option to repurchase any or all City-issued equipment, including without limitation the Vehicle provided pursuant to Section 3.4.6, computer/tablet, or other office equipment for a purchase price equal to the “Fair Market Value” of the equipment at such point in time. If Employee has elected to purchase the equipment, City shall provide Employee with a Bill of Sale following payment. For the purposes of this Purchase Option, "Fair Market Value" shall be defined as the purchase price that would be obtained in an arm's length transaction between a willing seller and a willing purchaser, neither under the compulsion to buy or sell. In the event City and Employee cannot agree upon the Fair Market Value, then such value shall be determined by an independent appraiser selected by

City but satisfactory to Employee. The cost of such appraisal shall be borne equally by City and Employee.

3.4.11 Professional Organizations. Participation in professional and service organizations, appointive boards and committees and voluntary programs by Employee is encouraged, provided such participation is consistent with the responsibilities of the City Manager of the City and the goals and priorities set by the City Council for Employee. Employee shall inform the City Council before commencement of any such activities. In accordance with City policy, City will provide membership fees for such organizations and will reimburse reasonable and official travel, meetings, and conferences within the scope of the annual budget within the City Council's discretion. Employee must provide copies of receipts or other detail to the Finance Department prior to receiving reimbursement of business expenses. Payment for travel expenses and reimbursement for expenses shall be in accordance with the City's current travel and Reimbursement Policy.

3.4.12 Unused Leave. Employee may, at his discretion, cash out any unused leave at any time at the then present cash value.

3.5 Performance Evaluation

The City Council, working in conjunction with the City Manager, may set goals and objectives for the City Manager under this Agreement. These goals and objectives will become the basis for evaluating the City Manager's performance. The City Council may evaluate the City Manager's performance at least once a year prior to the end of the calendar year ("Annual Evaluation"). Following the completion of the Annual Evaluation, the City Council, at its sole and absolute discretion, may provide a performance-based incentive bonus equal to 5% of the City Manager's base salary. In the event a performance review is not conducted prior to the end of the calendar year, the City Manager's performance will be deemed as meeting or exceeding expectations, and the City Manager shall be entitled to payment of the full 5% performance-based incentive bonus. Notwithstanding the foregoing, the City Council may conduct performance evaluations during a noticed closed session more often than annually, whenever the majority of the City Council believes one is necessary. Individual City Council members will endeavor to first meet with the City Manager to discuss and resolve any perceived performance issues prior to calling for a closed session performance evaluation outside of the Annual Review.

3.6 Notices

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage pre-paid, addressed as follows:

CITY: City of Los Alamitos
 3191 Katella Avenue
 Los Alamitos, CA 90720
 ATTN: City Council

EMPLOYEE: Chester C. Simmons
Attn: City Manager
[Mailing address on file with City Clerk]

With a copy to: Michael S. Daudt, City Attorney
Woodruff & Smart
555 Anton Blvd, Suite 1200
Costa Mesa, CA 92626

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

3.7 City Council/City Manager Form of Government and Relationship.

The relationship between the City Council and the City Manager shall be governed by all applicable provisions of the City Charter, Municipal Code, and adopted City Policies. The City Manager serves at the pleasure of the City Council. As such, the City Manager must respect and be sensitive to the policy responsibilities of the City Council and acknowledges the final responsibility for establishing the policy direction of the City is held by the City Council.

The employment relationship between the City Council and the City Manager recognizes that the City Manager is the chief executive of the City. All dealings with the City Manager, whether public or private, should acknowledge the City Manager's authority in administrative and operational matters. The City Council is to work through the City Manager when dealing with the management of the City. In no manner, either directly or indirectly, shall an individual Councilmember become involved in or attempt to influence personnel or operational matters that are under the direction and authority of the City Manager.

Members of the City Council must not intrude into those areas that are the responsibility of staff. Individual Councilmembers may not intervene in staff decision-making, the development of staff recommendations, scheduling of work, and executing department priorities without the prior knowledge and approval of the City Council as a whole. This is necessary to keep staff focused on established Council priorities and avoid undue influence and pressure from individual Councilmembers. It also allows staff to execute priorities given by management and the Council as a whole using their best professional judgment without fear of reprisal. If a Councilmember wishes to influence the actions, decisions, recommendations, workload, work schedule, or staff priorities, that member must prevail upon the Council to do so as a matter of Council policy.

3.8 General Provisions.

3.8.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and is intended as an integrated agreement, superseding all prior

negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

3.8.2 Severability. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

3.8.3 Salary and Benefit Resolution for Non-Represented Employees. The terms and provisions of the Salary and Benefits Resolution, as may be amended, shall be applicable to Employee only to the extent not inconsistent with this Agreement, and this Agreement therefore shall take precedence over the Salary and Benefits Resolution with respect to any inconsistencies in its interpretation or enforcement.

3.8.4 Bonding. If applicable, the City shall bear the full cost of any fidelity or other bonds required of Employee in the performance of his duties as City Manager.

3.8.5 Indemnification. Consistent with the California Government Code, City shall defend, hold harmless, and indemnify Employee using legal counsel of City's choosing, against expense or legal liability for acts or omissions by Employee occurring within the course and scope of Employee's employment under this Agreement. Legal representation, provided by City for Employee, shall extend until a final determination of the issues including any and all losses, damages, judgments, interest, settlements, fines, court costs, and the reasonable costs and expenses of legal proceedings, including appeals, and including attorneys' fees, and expert witness fees and all other trial and appellate costs, and other liabilities incurred, imposed upon, or suffered by Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened. In the event there is a conflict of interest between City and Employee such that independent counsel is required for Employee, Employee may engage his/her own legal counsel, in which event City shall indemnify Employee, including direct payment of all such reasonable costs related thereto.

In the event that the City provides funds for the legal criminal defense of Employee, Employee shall fully reimburse said funds to the City if the Employee is convicted of a crime involving an abuse of his office or position. Employee shall reimburse such criminal legal defense fees to the City no later than six (6) months after such conviction. Abuse of office or position shall have the meaning set forth in Government Code 53243.4, as may be amended, of either (1) an abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority or (2) a crime against public justice, including, but, not limited to, a crime described in Title 7 (commencing with Section 92 of Part 1 of the Penal Code).

3.8.6 Modification. Any modification of this Agreement will be effective only if it is in writing and signed by both Parties.

3.8.7 Effect of Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

3.8.8 Assignment. Neither this Agreement, nor any right, privilege or obligation of Employee hereunder shall be assigned or transferred by him/her without the prior written consent of the City Council. Any attempt at assignment or transfer in violation of this provision shall, at the option of the City Council, be null and void and may be considered a material breach of this Agreement.

3.8.9 Law Governing Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in Orange County, California.

3.8.10 No Presumption of Drafter. The Parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the Parties, and this Agreement reflects their mutual agreement regarding the subject matter of this Agreement. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any Party to be the drafter of this Agreement and, therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

3.8.11 Assistance of Counsel. Each Party to this Agreement warrants to the other Party that it has either had the assistance of counsel in negotiation for, and preparation of, this Agreement or could have had such assistance and voluntarily declined to obtain such assistance.

[Signatures on Next Page]

CITY OF LOS ALAMITOS

By: _____
Tanya Doby, Mayor

Attest: _____
Windmera Quintanar, MMC, City Clerk

CITY MANAGER

By: _____
Chester C. Simmons III

APPROVED AS TO FORM:

Michael S. Daudt, City Attorney

Exhibit “A”

City Manager Job Description

CITY OF LOS ALAMITOS

Job Description

CITY MANAGER

THE POSITION

The City Manager serves as the City's Executive responsible for administering the policies of the City Council. The City Manager is appointed by the City Council and serves at its pleasure. All departments and employees of the City report to the City Manager, with the exception of the City Clerk and the City Attorney.

ESSENTIAL JOB FUNCTIONS

Submits the Annual Budget to the City Council and other required financial reports and documents, which are an indication of the City's financial status. Recommends policies for consideration by the City Council and keeps the Council informed of community issues on a timely basis. Responsible for personnel actions of the City and represents the City Council on labor negotiations with employee organizations. Evaluates the performance of department heads and key personnel of the City's workforce and takes appropriate action to ensure that the City is run in an efficient, cost effective manner. Communicates with the public in a thoughtful, courteous, and responsive manner. Acts as spokesperson for the City Council as required.

DESIRABLE KNOWLEDGE, SKILLS AND ABILITIES

The position of City Manager requires a variety of attributes which are characteristic of a seasoned and professional public manager. Excellent interpersonal skills are critical to the position. An ability to accomplish work through others and to motivate, train and inspire the City's workforce is an essential element for the successful growth, development and prosperity of the City. An ability to interact with the community and to resolve neighborhood, as well as, City-wide issues is requisite for the position. Upper most is the ability to create a vision for the accomplishment of goals and objectives, with clear priorities which are consistent with stated policies of the City Council.

DESIRABLE EXPERIENCE AND TRAINING

Bachelor's Degree in Public Administration, Political Science, or closely related field. A Master's Degree is desirable. A proven track in public management with a minimum of five years experience as a Chief Executive or Assistant in a full service public agency.

SPECIAL JOB RELATED REQUIREMENTS

Valid California Driver's License.

City of Los Alamitos

CITY COUNCIL AGENDA REPORT

MEETING DATE: August 17, 2026

ITEM NUMBER: 12C

To: Mayor Tanya Doby & Members of the City Council

Presented By: Shelley Hasselbrink, Council Member

Subject: Council Member Request Pursuant to the Council-Adopted Travel Policy

SUMMARY

As part of the City's ongoing legislative and lobbying efforts, the Mayor is scheduled to travel to Washington, D.C. in September as part of the ACC-OC delegation. Council Member Hasselbrink is requesting approval to attend as a second City representative under the Council's travel policy. Council Member Hasselbrink was previously registered for a similar conference that was canceled, resulting in a non-refundable airfare credit of \$614.97 that must be used by October 7, 2026, or it will be forfeited. Approval of this request would allow Council Member Hasselbrink to attend in addition to Mayor Doby.

RECOMMENDATION

1. Consider a request from Council Member Hasselbrink to attend the Association of California Cities - Orange County (ACC-OC) 2026 Washington DC Advocacy Trip; and,
2. Authorize reimbursement for travel expenses for Council Member Hasselbrink as required under Section 5(B) of the City Council Travel Policy.

BACKGROUND

Section 5(B) of the Council-adopted Travel Policy governs City representation at events where total travel expenses exceed \$500. Under this provision:

- Only one City representative is entitled to reimbursement when total travel expenses (including registration, lodging, transportation, and meals) exceed \$500.
- The Mayor/Presiding Officer is afforded the first right to attend at City expense, followed by the Mayor Pro Tem/Vice Chair, and then by the Council Member with the most seniority.
- If a Council Member believes that sending more than one representative will benefit the City, the Council Member may request that the matter be placed on a City Council agenda for consideration and approval.

A request has been received from Council Member Hasselbrink seeking authorization to attend the ACC-OC 2026 Washington DC Advocacy Trip (DC Advocacy Trip) scheduled for September 14, 2026 – September 17, 2026 in Washington, DC. The estimated travel expenses exceed the \$500 threshold, requiring City Council approval for reimbursement for more than one City representative.

DISCUSSION

Mayor Doby is scheduled to attend the DC Advocacy Trip, exercising the first priority for City-funded attendance under Section 5(B). Council Member Hasselbrink believes that additional representation at the event would provide further value to the City.

The Deputy Secretary of the Department of Homeland Security, Troy Edgar, has extended a personal invitation to Council Member Hasselbrink and requested an update on the City's ongoing efforts and partnership opportunities with the Joint Forces Training Base.

Council Member Hasselbrink was previously scheduled to attend a similar conference that was subsequently canceled last year. While the registration fees were reimbursed at that time, the associated airfare was non-refundable. As a result, an American Airlines flight credit in the amount of \$614.97 was issued in Council Member Hasselbrink's name, which must be used by October 7, 2026. This credit is non-transferable and would be forfeited if it is not used prior to the expiration date. Flights are currently estimated at \$761.

Approval of this request would authorize Council Member Hasselbrink to attend, in addition to Mayor Doby. If approved, the City Clerk's Office will coordinate travel arrangements in accordance with the adopted Travel Policy.

FISCAL IMPACT

Funds are available in the FY 2026/27 City Council travel and training budget, account 10.511.5207.

Attachment: None