AGENDA

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

Closed Session 4:00 p.m.
Regular Meeting 6:00 p.m.
Tuesday, June 2, 2026

Council Chambers
10200 Slater Avenue
Fountain Valley, CA 92708
http://www.fountainvalley.org

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

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

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

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

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

raising only those issues raised during the hearing or in written correspondence received by the governing body at or before the hearing.

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

ZOOM LINK INFORMATION

- Participants that choose to watch the City Council meeting through zoom are automatically placed in the waiting room and will only be allowed into the Zoom meeting if they request to make a public comment. In order to make a public comment, you will indicate through the chat feature which item you would like to speak on, and click on the "raise hand" icon to let the administrator know you wish to speak.
- All participants are muted unless you are requesting to speak, at which time you will be allowed to unmute and make you comment.
- All public comments are allowed up to 3 minutes to speak.

Topic: City Council Meeting
Time: Jun 2, 2026 06:00 PM Pacific Time (US and Canada)
Join Zoom Meeting
https://fountainvalley.zoom.us/j/82646978967?pwd=E8l89CKJ96RwiXlJR0qW7FCF6Topba.1

Meeting chat link
https://fountainvalley.zoom.us/launch/jc/82646978967

Meeting ID: 826 4697 8967
Passcode: 745308

YOUTUBE INFORMATION

The City Council meeting is streamed live via Youtube, you can access the live City Council meeting by clicking on this link to access the broadcast on Youtube:
https://www.youtube.com/@CityofFV

CLOSED SESSION

CALL TO ORDER 4:00 p.m.

PUBLIC COMMENTS (Closed Session matters only)

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

1. **CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION**
   (Paragraph (1) of subdivision (d) of Section 54956.9)
   Name of case: Miller v. City of Fountain Valley (Claim No. CJP-3055716)

2. **CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION**
   (Paragraph (1) of subdivision (d) of Section 54956.9)
   Name of case: City of Fountain Valley v. Omni Metal Furnishing, Inc.

3. **CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION**
   Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (1 potential case)

4. **CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION**
   (Paragraph (1) of subdivision (d) of Section 54956.9)
   Name of case: City of Fountain Valley v. Oshkosh Corp., et al USDC Case No. 8:26-cv-01246

OPEN SESSION

CALL TO ORDER 6:00 p.m.

INVOCATION Pastor Chuck McLhenny

SALUTE TO THE FLAG Council Member Glenn Grandis

CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY/ ROLL CALL
Council Members: Bui, Constantine, Grandis, Vice Mayor / Vice Chair Harper, Mayor/Chair Cunneen

ANNOUNCEMENT OF SUPPLEMENTAL COMMUNICATIONS

CITY MANAGER / MAYOR UPDATE

PRESENTATIONS

- Advisory Committee for Persons with Disabilities - Fountain Valley School District Special Recognition Awards

- Masuda Middle School Student Presentation

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

The Unscheduled Matters Public Comments portion will last 15 Minutes at the beginning of the meeting. Any requests to speak on unscheduled matters after the initial 15 minutes, will be heard at the end of the meeting, unless the Mayor approves an extension of this time. If an individual speaks

during the First unscheduled matters time period, they do not get to speak at the end of the meeting as well. Persons wishing to speak on an unscheduled matter are requested to identify themselves by completing a blue speaker and to give the card to the City Clerk. Each person will have up to 3 minutes to speak. The City Clerk will call upon those that wish to speak.

PUBLIC COMMENTS (Scheduled Matters Only)

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

CONSENT CALENDAR

Consent Calendar Items 1 – 7 will be approved simultaneously with one motion unless separate action/or discussion is requested.

1. Receive and File the Draft Minutes of the May 19, 2026 Regular City Council Meeting **Page 7**

2. Approve the City of Fountain Valley Register of Demands for the period of 5/7/2026 to 5/20/2026 **Page 19**

Recommended Action: Staff recommends Alternative No. 1 to approve the attached Register of Demands representing payments made by the City of Fountain Valley between 5/7/2026 and 5/20/2026 for a total of $1,508,098.02.

3. Receive and File the Strategic Plan Update for March, 2026 through October, 2026 **Page 29**

Recommended Action: Receive and File the six-month strategic objectives matrix for May, 2026 through October, 2026

4. Approval of a professional services contract with AP Triton, LLC for a Fire Department Community Risk Assessment, Standards of Cover, and Strategic Plan in a not-to-exceed amount of $94,721, and an appropriation of $90,000 in the Fire Department Fire Supp **Page 39**

Recommended Action: Staff requests City Council approval of Alternative No. 1 to approve a professional services contract with AP Triton, LLC for a Fire Department Community Risk Assessment, Standards of Cover, and Strategic Plan in a not-to-exceed amount of $94,721, and an appropriation of $90,000 in the Fire Department Fire Suppression – Contract Services account (100.60.60600.53007) for FY26/27.

5. Annual Military Equipment Report Per California Assembly Bill 481 **Page 122**

Recommended Action: Staff recommends that the City Council approve the Annual Military Equipment Report per Assembly Bill 481.

6. A Resolution Adopting the FY 2026/27 GANN Appropriations Limit **Page 216**

Recommended Action: Adopt a resolution approving the FY 2026/27 Gann Appropriations Limit.

7. 1) Approve a Resolution to accept a donation from the Fountain Valley Woman's Club in the amount of $8,884.89 for the purchase of one Public Safety Unmanned Aircraft System (UAS) from Advexure; (2) Amend the Capital Replacement Schedule to include the UAS **Page 221**

Recommended Action: Staff recommends Alternative No. 1: 1) Approve a Resolution to accept a donation from the Fountain Valley Woman's Club in the amount of $8,884.89 for the purchase of one Public Safety Unmanned Aircraft System (UAS) from Advexure; 2) Amend the Capital Replacement Schedule to include the UAS equipment.

PUBLIC HEARINGS

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

8. Appeal of the Planning Commission's Denial of Precise Plan No. 577 and Conditional Use Permit No. 1929 and the Planning Commission's Recommendation that the City Council Deny General Plan Amendment No. 23-01 and Zoning Map Amendment No. 436 – Presentation by Steven Ayers, Principal Planner **Page 231**

Recommended Action: Staff is requesting City Council approval of Alternative No. 1 to conduct a public hearing and approve the following:

1. A Resolution of the City Council of the City of Fountain Valley denying General Plan Amendment No. 23-01 to change the General Plan Land Use Designation from General Commercial to High Density Residential and denying Zoning Map Amendment No. 436 to change the Zoning Map Designation from C1-Local Business to R4-High Density Multiple Dwelling for the 72-unit Parkside FV development located on a 2.119-acre site at 8550 Warner Avenue; and
2. A Resolution of the City Council of the City of Fountain Valley denying the appeal and upholding the Planning Commission's denial of Precise Plan No. 577 and Conditional Use Permit No. 1929 to construct a 72-unit apartment complex development in a new 76,076 square foot three-story building with 72 units and an 800 square foot one-story clubhouse building and surface parking lot on a 2.119-acre project site located at 8550 Warner Avenue.

9. Conduct a Public Protest Hearing Regarding a Five-Year Residential Solid Waste Rate Adjustment Schedule, Based on Increased County Disposal Fees Under the WISE Agreement – Presentation by Scott Smith, Public Works Director **Page 600**

Recommended Action: Staff recommends that the City Council approve Alternative No. 1, which is to conduct a public protest hearing regarding the proposed residential trash disposal rate adjustment schedule in compliance with Proposition 218 and, if a majority protest does not exist, adopt a resolution establishing the adjusted residential trash rates and five-year rate adjustment schedule.

ADMINISTRATIVE ITEMS

10. Amendment and Repeal of Municipal Code Provisions to Ensure Compliance with the California Fair Chance Act – Presentation by Maria Salas, Senior Human Resources Analyst **Page 613**

Recommended Action: Staff recommends Alternative No. 1 and requests council take the following actions:
1. Repeal Municipal Code Sections 2.52.075 and 2.52.076.
2. Amend Municipal Code Section 2.52.060, 2.52.070 and 2.52.077.

11. Accept the bids and award a construction contract to ONYX Paving Company Inc. for the Residential Roadway Rehabilitation Project (City Quadrant B4), Project No. 26002, in the amount not-to-exceed $2,317,000. Presentation by Jessenia Penaloza, Assistant Engineer **Page 619**

Recommended Action: Staff is requesting City Council approval of Alternative No. 1, which is to:
Accept the bids and award a construction contract to ONYX Paving Company Inc. for the Residential Roadway Rehabilitation Project (City Quadrant B4), Project No. 26002, in the amount not-to exceed $2,317,000.

12. Approval of the FY 2026/27 Statement of Investment Policy – Presentation by Ryan Smith, Finance Director **Page 672**

Recommended Action: Approve the FY 2026/27 Statement of Investment Policy as presented.

13. Authorization to Issue a Purchase Order to Stryker Sales, LLC for Five (5) LIFEPAK 35 Monitors-Defibrillators with a contingency, Five (5) Years of Warranty/Service Coverage, and Required Accessory Equipment in the Amount of $318,500 – Presentation by Tim Saiki, Division Chief **Page 747**

Recommended Action: Approve this action, thereby authorizing the purchase of five (5) LIFEPAK 35 Monitors-Defibrillators, five (5) Years of Warranty/Service Coverage, and Required Accessory Equipment with a small contingency in the Amount of $318,500.

APPOINTMENTS

Appointments to the Civic Center Ad-Hoc Committee – Presentation by Rick Miller, City Clerk

COUNCIL MEMBER ITEMS FOR FUTURE CONSIDERATION

CITY COUNCIL/ SUCCESSOR AGENCY/ HOUSING AUTHORITY/ PUBLIC COMMENTS

(Unscheduled Matters Only)

Persons wishing to speak on an unscheduled matter are requested to identify themselves by completing a blue speaker and to give the card to the City Clerk. Each person will have up to 3 minutes to speak. The City Clerk will call upon those that wish to speak.

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

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

The next Regular Meeting of the Fountain Valley City Council is June 16, 2026 at 6:00 p.m., in the Fountain Valley Council Chambers, 10200 Slater Avenue, Fountain Valley.

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

Closed Session 3:30 p.m.
Study Session 5:00 p.m.
Regular Meeting 6:00 p.m.
Tuesday, May 19, 2026
Council Chambers

CLOSED SESSION

CALL TO ORDER 3:31 p.m.

PUBLIC COMMENTS (Closed Session matters only)

1. **CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION**
   Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9: (1 potential case)
   Existing facts and circumstances relate to state agency communications concerning the City's residential land use regulations.

   No Reportable Action

2. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
   (Paragraph (1) of subdivision (d) of Section 54956.9)
   Name of case: Enrique De La Cruz v. City of Fountain Valley

   No Reportable Action

3. **THREAT TO PUBLIC SERVICES OR FACILITIES**
   Consultation with Director of Information Technology

   No Reportable Action

STUDY SESSION

CALL TO ORDER 5:03 p.m.

PUBLIC COMMENTS (Study Session matters only)

1. Sister City Program Consideration – Presentation by Rob Frizzelle, Community Services Director and Scott Smith, Public Works Director

   Public Comment – Brian Genovese

Scott Smith and Rob Frizzelle presented the Sister City Program for consideration by the City Council.

2. 70th Anniversary Committee – Presentation by Rob Frizzelle, Community Services Director

   Rob Frizzelle presented the 70th Anniversary Committee information to the City Council.

OPEN SESSION

CALL TO ORDER 6:21 p.m.

INVOCATION Pastor Godfrey Hom

SALUTE TO THE FLAG Council Member Ted Bui

CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY/ ROLL CALL

Council Members Present: Bui, Constantine, Grandis, Vice Mayor/Vice Chair Harper, Mayor/Chair Cunneen

Absent: None

ANNOUNCEMENT OF SUPPLEMENTAL COMMUNICATIONS

None

CITY MANAGER / MAYOR UPDATE

Mayor Cunneen provided his update.

PRESENTATIONS

- Monroe Elementary Student Dance Showcase

  The 5th and 6th Grade students from Monroe Elementary showcased their Folklorico Dance for the City Council.

- Information Update on Coyote Awareness – Presentation by Lt. Kevin Frager

  Lt, Frager presented an update on Coyote's and provided information for the residents of Fountain Valley so they are more knowledgeable about coyote behavior.

FIRST CITY COUNCIL/ SUCCESSOR AGENCY/ HOUSING AUTHORITY/ PUBLIC COMMENTS

(Unscheduled Matters Only)

Bob Kuisel

CONSENT CALENDAR

1. Receive and File the Draft Minutes of the May 5, 2026 Regular City Council Meeting

ACTION: Move to Receive and File the Draft Minutes of the May 5, 2026 Regular City Council Meeting

MOTION: Grandis SECOND: Constantine

AYES: Bui, Constantine, Grandis, Harper, Cunneen
NOES: None
ABSENT: None
ABSTAIN: None

2. Adopt a Resolution of the City of Fountain Valley City Council Concerning the Update of the Local Signal Synchronization Plan for the Measure M (M2) Program

ACTION: Move to Adopt a Resolution of the City of Fountain Valley City Council Concerning the Update of the Local Signal Synchronization Plan for the Measure M (M2) Program

MOTION: Grandis SECOND: Constantine

AYES: Bui, Constantine, Grandis, Harper, Cunneen
NOES: None
ABSENT: None
ABSTAIN: None

3. Approve the City of Fountain Valley Register of Demands for the period of 4/23/2026 to 5/6/2026

ACTION: Move to Approve the City of Fountain Valley Register of Demands for the period of 4/23/2026 to 5/6/2026

MOTION: Grandis SECOND: Constantine

AYES: Bui, Constantine, Grandis, Harper, Cunneen
NOES: None
ABSENT: None
ABSTAIN: None

4. Approve Amendment No. 3 with HdL Companies (Contract #1074) for a $50,000 increase to Sales Tax Consulting and Auditing Services

ACTION: Move to Approve Amendment No. 3 with HdL Companies (Contract #1074) for a $50,000 increase to Sales Tax Consulting and Auditing Services

MOTION: Grandis SECOND: Constantine

AYES: Bui, Constantine, Grandis, Harper, Cunneen
NOES: None
ABSENT: None
ABSTAIN: None

5. Adopt a Seven-Year Transportation Capital Improvement Program (CIP) for the Annual Measure M (M2) Eligibility Program submittal for Fiscal Years 2026-2027 through 2032-2033.

ACTION: Move to Adopt a Seven-Year Transportation Capital Improvement Program (CIP) for the Annual Measure M (M2) Eligibility Program submittal for Fiscal Years 2026-2027 through 2032-2033

MOTION: Grandis SECOND: Constantine

AYES: Bui, Constantine, Grandis, Harper, Cunneen
NOES: None
ABSENT: None
ABSTAIN: None

6. Second Read and Adoption of an Ordinance of the City Council of the City of Fountain Valley, California, Amending Chapter 14.18 of the Fountain Valley Municipal Code pertaining to Water Conservation to be consistent with the new statewide requirements for

ACTION: Move to Approve and Adopt the Second Read of an Ordinance of the City Council of the City of Fountain Valley, California, Amending Chapter 14.18 of the Fountain Valley Municipal Code pertaining to Water Conservation to be consistent with the new statewide requirements for

MOTION: Grandis SECOND: Constantine

AYES: Bui, Constantine, Grandis, Harper, Cunneen
NOES: None
ABSENT: None
ABSTAIN: None

7. Adopt a Resolution of the City Council of the City of Fountain Valley Concerning the Status and Update of the Pavement Management Plan for the Measure M (M2) Program.

ACTION: Move to Approve a Resolution of the City Council of the City of Fountain Valley Concerning the Status and Update of the Pavement Management Plan for the Measure M (M2) Program.

MOTION: Grandis SECOND: Constantine

AYES: Bui, Constantine, Grandis, Harper, Cunneen
NOES: None
ABSENT: None
ABSTAIN: None

8. Award of Contract Amendment to Rincon Consultants, Inc. to Provide Environmental Services for Proposed Parkside FV Project located at 8550 Warner Avenue

ACTION: Move to Award a Contract Amendment to Rincon Consultants, Inc. to Provide Environmental Services for Proposed Parkside FV Project located at 8550 Warner Avenue

MOTION: Grandis SECOND: Constantine

AYES: Bui, Constantine, Grandis, Harper, Cunneen
NOES: None
ABSENT: None
ABSTAIN: None

9. Item Pulled by Council Member Grandis

First Amendment to the Agreement with Concentra to extend the agreement for a one-year term through June 30, 2027, not to exceed $100,000.

Public Comment: Katy Wright

ACTION: Move to Approve the First Amendment to the Agreement with Concentra to extend the agreement for a one-year term through June 30, 2027, not to exceed $100,000

MOTION: Grandis SECOND: Constantine

AYES: Bui, Constantine, Grandis, Harper, Cunneen
NOES: None
ABSENT: None
ABSTAIN: None

Item Pulled by Council Member Grandis

10. Adopt an Ordinance of The City Council of the City of Fountain Valley Revising Fountain Valley Municipal Code Section 2.04.200 Regarding the Selection of Mayor and Mayor Pro Tempore

Public Comment: Katy Wright

ACTION: Move to Adopt an Ordinance of The City Council of the City of Fountain Valley Revising Fountain Valley Municipal Code Section 2.04.200 Regarding the

Selection of Mayor and Mayor Pro Tempore

MOTION: Grandis SECOND: Constantine

AYES: Bui, Constantine, Grandis, Cunneen
NOES: Harper
ABSENT: None
ABSTAIN: None

PUBLIC HEARINGS

11. Public Hearing and Adoption of 2025 Urban Water Management Plan and 2025 Water Shortage Contingency Plan

Public Hearing Opened: 7:20 p.m.

No Public Comments

Public hearing Closed: 7:21 p.m.

ACTION: Move to Adopt an Ordinance of The City Council of the City of Fountain Valley Revising Fountain Valley Municipal Code Section 2.04.200 Regarding the Selection of Mayor and Mayor Pro Tempore

MOTION: Constantine SECOND: Harper

AYES: Bui, Constantine, Grandis, Harper, Cunneen
NOES: None
ABSENT: None
ABSTAIN: None

ADMINISTRATIVE ITEMS

12. Introduction and First Reading of an Ordinance Authorizing the use of Safe and Sane Fireworks in the Recreation Center at Mile Square Park on July 4, 2026

Public Comments: Anne Bettinger, Katy Wright, Leston Trueblood

ACTION: Move to take no action on this item

MOTION: Grandis SECOND: Constantine

AYES: Constantine, Grandis, Harper, Cunneen
NOES: Bui
ABSENT: None
ABSTAIN: None

13. Report from the Measure HH Advisory Oversight Committee on FY2024-25 Audited Measure HH Revenues and Expenditures

This is a Receive and File item, no action was taken.

14. Project No. 26019; Citywide Sports Courts Resurfacing Project

1) Accept the bid and award a construction contract to Trueline Construction & Surfacing, Inc. for the Citywide Sports Courts Resurfacing Project, Project No. 26019, in the amount not-to- exceed $125,720.98;
2) Accept the proposal from TKE Engineering, Inc. and authorize staff to issue a Purchase Order for the proposal amount of $29,700 for Construction Inspection services for the Project.

ACTION: Move to Approve project No. 26019; Citywide Sports Courts Resurfacing Project

1) Accept the bid and award a construction contract to Trueline Construction & Surfacing, Inc. for the Citywide Sports Courts Resurfacing Project, Project No. 26019, in the amount not-to- exceed $125,720.98;
3) Accept the proposal from TKE Engineering, Inc. and authorize staff to issue a Purchase Order for the proposal amount of $29,700 for Construction Inspection services for the Project.

MOTION: Grandis SECOND: Constantine

AYES: Bui, Constantine, Grandis, Harper, Cunneen
NOES: None
ABSENT: None
ABSTAIN: None

15. Accept a $40,000 Fee Proposal from Onward Engineering for Design Services for the Rehabilitation and Resurfacing of Talbert Project and Authorize Staff to Issue a Purchase Order Change Order for a Total Purchase Order Amount Not-to-Exceed $138,753

Public Comment: Katy Wright

ACTION: Move to Accept a $40,000 Fee Proposal from Onward Engineering for Design Services for the Rehabilitation and Resurfacing of Talbert Project

and Authorize Staff to Issue a Purchase Order Change Order for a Total Purchase Order Amount Not-to-Exceed $138,753

MOTION: Constantine SECOND: Grandis

AYES: Bui, Constantine, Grandis, Harper, Cunneen
NOES: None
ABSENT: None
ABSTAIN: None

16. Approve Amendment No. 3 to YUNEX LLC Contract No. 22-08 (MUNIS CON 1140) to:

1. Increase the current contract in the amount of $75,000.00 for a total contract amount of $727,016.25; and,

2. Extend the contract for an additional six (6) months, beginning July 1, 2026 through December 31, 2026.

ACTION: Move to Approve Amendment No. 3 to YUNEX LLC Contract No. 22-08 (MUNIS CON 1140) to:

1. Increase the current contract in the amount of $75,000.00 for a total contract amount of $727,016.25; and,

2. Extend the contract for an additional six (6) months, beginning July 1, 2026 through December 31, 2026.

MOTION: Harper SECOND: Grandis

AYES: Bui, Constantine, Grandis, Harper, Cunneen
NOES: None
ABSENT: None
ABSTAIN: None

17. Accept the ABM Building Solutions, LLC proposal and award a construction contract in a total not-to-exceed amount of $169,089 for City Hall Rooftop Ductwork Replacement.

ACTION: Move to Accept the ABM Building Solutions, LLC proposal and award a construction contract in a total not-to-exceed amount of $169,089 for City Hall Rooftop Ductwork Replacement.

MOTION: Grandis SECOND: Constantine

AYES: Bui, Constantine, Grandis, Harper, Cunneen
NOES: None
ABSENT: None

ABSTAIN: None

18. A Resolution of the City Council of the City of Fountain Valley approving the Fiscal Year 2026-2027 Project List for SB1 Funds in the amount of $1,602,871 for the:

Residential Roadway Rehabilitation Project in City Quadrant B4

ACTION: Move to Approve a Resolution of the City Council of the City of Fountain Valley approving the Fiscal Year 2026-2027 Project List for SB1 Funds in the amount of $1,602,871 for the:

Residential Roadway Rehabilitation Project in City Quadrant B4

MOTION: Grandis SECOND: Constantine

AYES: Bui, Constantine, Grandis, Harper, Cunneen
NOES: None
ABSENT: None
ABSTAIN: None

COUNCIL MEMBER ITEMS FOR FUTURE CONSIDERATION

Council Member Constantine requested that the City Council consider a festival on the 4th of July. There was no second

Council Member Bui requested that the City Adopt a Resolution recognizing the Country's 250th Anniversary. Second by Council member Grandis

CITY COUNCIL/ SUCCESSOR AGENCY/ HOUSING AUTHORITY/ PUBLIC COMMENTS

(Unscheduled Matters Only)

Katy Wright

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

Mayor Cunneen

May 6	Attended the City of Westminster State of the City Luncheon
May 6-8	Attended the SCAG regional Conference
May 8	Attended the 75th Diamond Jubilee Gala for the Assistance League
May 12	Attended the Rotary Club Ian Collins Most Improved Student Awards
May 13	Attended the Legislative Committee Meeting
May 15	Attended the Crawfish Festival and made the opening comments
May 16	Attended the unveiling of the Memorial bench for our late Fire Chief, Bill McQuaid

Vice Mayor Harper

May 6-8	Attended the SCAG Regional Conference
May 11	Attended the OCTA Board meeting
May 15	Attended the Crawfish Festival
May 17-19	Attended the ICSC Conference in Las Vegas

Council Member Grandis

April 18	Attended the Fountain Valley Charity Poker Tournament
May 7	Attended the OCPA Board of Directors meeting
May 11	Attended the Boys and Girls Club Special meeting
May 12-14	Attended the CalCCA Conference in Sacramento
May 15	Attended the FVHS Principal Paul Lopez Retirement lunch
May 16	Attended the E-Waste, paper shredding and compost event and then the unveiling of the Memorial bench for our late Fire Chief, Bill McQuaid

Council Member Constantine

May 6	each month, drove around to local businesses and distributed "The Centerpiece" monthly Newsletter for Founders Village Senior and Community Center. Deliveries were made to: Richard's Cookie Jar, Lamppost Pizza, Gavin's Donuts and Bagels, Glee Donuts, Dunkin' Donuts, Palm Island 55+ Residential Community, and Parkview Estates Memory Care. Later, as our City of Fountain Valley Trustee on the Orange County Mosquito and Vector Control Board (OCMVCD) participated in a tour of the SIT Lab (Sterile Insect Technique). In essence, we're fighting the mosquito problem with sterilized mosquitoes. Afterwards, I participated in our annual Budget Meeting / Luncheon, so we'll be knowledgeable to vote on the budget in our next monthly Board Meeting in a few weeks.
May 7	Participated in the Fountain Valley Chamber of Commerce GAC MEeting (Government Affairs Committee) on Zoom. Later, I participated in our Fountain Valley Advisory Committee for Persons with Disabilities Meeting at Founders Village Senior and Community Center.
May 13	Participated in our City's Legislative Committee Meeting at City Hall with City Clerk, Rick Miller and Management Analyst, Meghan Wishner. We discussed an item for our current legislative platform. Later, I met at Fountain Valley City Hall with Matt and Greg of the Anaheim Ducks.
May 14	Stopped in just after the Fountain Valley Chamber of Commerce Network at Night at Carmel Village. Hadn't been there for awhile. Stopped in to see the progress at the set up of the Crawfish Festival at the Fountain Valley Sports Park.
May 15	Stopped in a the one year anniversary of Slice House, then stopped in at our annual Crawfish Festival at the Fountain Valley Sports Park.
May 16	Stopped in at the several times a year "E-Waste & Paper Shredding" event at the FV Sports Park access road. Afterwards, I stopped in at the second of the one year anniversary events for Slice House, then attended the Friends of the Fountain Valley Library General Meeting Luncheon. The presenter was Jan Schroeder, PH. D. with a presentation on "Blueprint for Bone Health: Key Essentials for Strength and Longevity" at the Fountain Valley Library. Later, I stopped in at the annual Crawfish Festival at the Fountain Valley Sports Park.
May 17	Flew to Las Vegas on Southwest Airlines to participate in the annual ICSC

	Conference (Innovating Commerce Serving Communities). I also checked into Circus Circus for a 3-night stay. Today's Conference events were at the Wynn Hotel and included their ICSC+PROPTECH Opening Reception and ICSC+WOMEN IN CRE Opening Reception. In the evening, City Manager Maggie, Vice Mayor Patrick, Ron Vargas, our Planning and Economic Development Associate, and Victor Miramontes, our Management Analyst, and I ate dinner at Mon Ami Gabi.
May 18	Toured our booth #3278K at the Los Vegas Convention Center with City Manager Maggie, Vice Mayor Patrick, Omar Dadabhoy, our Deputy City Manager/Community Development Director, and Ron and Victor, City staff. Later, we went to the Wynn Hotel for participation in meetings with Kosmont, Cushman and Wakefield, and the Lewis Company. They are commercial brokers, investors, developers, etc. Later, Maggie, Omar, Patrick and I ate dinner at Main St. Provisions.
May 19	ICSC (see May 17th), "Dealmaking" was based in our City of Fountain Valley Booth at the Las Vegas Convention Center. Vice Mayor Patrick, Omar, Ron, and Victor and I met with several to include: Bristol Development Partners, NEWMARK, (Vice Mayor Patrick then left to return to Orange County), Realty Income, Wallace Company, Prime Net Lease, and City Ventures. There were also informational sessions throughout the day. Later, I left the Convention Center to return to my hotel, Circus Circus to ready myself and get a quick dinner to-go to participate from my hotel room in our City Council Meeting at 3:30 p.m. The last day of ICSC will be Wednesday, May 20th and I'll include that in my whereabouts for the June 2nd City Council Meeting).

Council Member Bui

April 22	Attended the Fountain Valley Chamber Business and Leadership Award and then the OC Sanitation Board meeting
April 29	Attended the Chamber of Commerce meeting
April 30	Attended the Westminster War memorial
May 7	Attended the OC Business Expo
May 12	Attended the Rotary Club Ian Collins Most Improved Student Awards
May 13	Attended the OC Sanitation Audit Ad-Hoc Committee meeting followed by the OC Sanitation Administration meeting
May 14	Attended the Chamber Network at Night followed by the AB-OC Asian Pacific Heritage month mixer

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

Mayor Cunneen adjourned the meeting at 9:35 p.m.pm to the next Meeting of the Fountain Valley City Council on June 2, 2026 at 6:00 p.m., in the Fountain Valley Council Chambers, 10200 Slater Avenue, Fountain Valley.

_____
Jim Cunneen, Mayor

Attest:

_____
Rick Miller, City Clerk

CITY OF FOUNTAIN VALLEY
CITY COUNCIL

COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: June 2, 2026

SUBJECT: City of Fountain Valley Register of Demands for the period of 5/7/2026 to 5/20/2026

Three-Year Strategic Goals

- ☐ Cultivate a welcoming culture and safe environment that makes our community "A Nice Place to Live."
- ☒ Ensure long-term fiscal stability by evaluating processes, and attract and retain revenue producing businesses/opportunities.
- ☐ Attract and retain quality staff through best practices and trends.
- ☐ Maintain, build, plan for, and modernize infrastructure to support the growth and future needs of the City.

☐ Not applicable

EXECUTIVE SUMMARY

Attached is the Register of Demands for the City of Fountain Valley to be ratified by the City Council.

DISCUSSION

Pursuant to the State of California's Government Code 37201 through 37210, the Director of Finance or their designated representative hereby certifies to the accuracy of the following demands and to the availability of funds for payment thereof. Demands paid by the city shall be inspected and ratified by the legislative body on the next available Council agenda. The Finance Department has prepared the attached Register of Demands summarizing the City's payments released since the previous City Council meeting.

FINANCIAL ANALYSIS

The attached Register of Demands represents payments made by the City of Fountain Valley between 5/7/2026 and 5/20/2026 for a total of $1,508,098.02.

ATTORNEY REVIEW

The Attorney for the City reviewed this staff report and concurs with the recommended action.

PUBLIC NOTIFICATION

Not applicable.

ALTERNATIVES

Alternative No. 1: Approve the attached Register of Demands.
Alternative No. 2: Do not approve as presented and provide direction to staff.

RECOMMENDATION

Staff recommends Alternative No. 1 to approve the attached Register of Demands representing payments made by the City of Fountain Valley between 5/7/2026 and 5/20/2026 for a total of $1,508,098.02.

Prepared by: Ryan Smith, Finance Director

Reviewed by: Colin Burns, City Attorney

Approved by: Maggie Le, City Manager

Attachment 1: Register of Demands 5/7/2026 to 5/20/2026.

Department

Check Date	Vendor	Description	Doc #	Check/ACH #	Amount
10000000 NON-DEPARTMENTAL					
05/10/26	CALPERS	MAY 2026 - CALPERS MEDICAL	49214	5846	360,214.93
05/13/26	FOUNTAIN VALLEY POLI	PR PPE260508 - DED 8002	50010	5987	2,530.00
05/13/26	FOUNTAIN VALLEY CRED	PR PPE260508 - DED 9500	50011	5985	32,313.10
05/13/26	FOUNTAIN VALLEY FIRE	PR PPE260508 - DED 8000	50012	5986	3,028.19
05/14/26	EMPOWER/BENEFITS COR	PR PPE260508 - DED 7031,7032,7033,7036,8500-	50013	2318828	79,579.41
05/14/26	CALIFORNIA STATE DIS	PR PPE260508 - DED 6004,6005,6007,6015	50014	5982	1,346.65
05/14/26	FRANCHISE TAX BOARD	ACCT# 20084Y320241 - 5/14/2026	50015	2318866	185.45
05/13/26	MISSION SQUARE RET P	PLAN# 803216 - PR PPE260508 - DED 2013,2015	50016	5992	3,121.20
05/13/26	MISSION SQUARE RET P	PLAN# 800389 - PR PPE260508 - DED 2011, 2012	50017	5993	1,790.13
05/13/26	MISSION SQUARE RET P	PLAN# 800414 - PR PPE260508 - DED 2014	50018	5994	226.75
05/13/26	MISSION SQUARE RET P	PLAN# 108536 - PR PPE260508 - DED 2018	50019	5995	576.90
05/13/26	U.S. BANK N.A.	PR PPE260508 - DED 7029, 7030	50020	5997	2,978.35
05/13/26	FVPOA PAC	PR PPE260508 - DED 8005	50021	5988	465.00
05/14/26	INTERNAL REVENUE SER	PR PPE260508 - DED 1100, 3000	50022	5983	176,304.78
05/14/26	EMPLOYMENT DEVELOPME	PR PPE260508 - DED 4000	50023	5984	59,183.16
05/13/26	PORAC RETIREE MEDIC	PR PPE260508 - DED 2017	50024	5996	3,184.58
05/13/26	INTERNATIONAL BRO	PR PPE260508 - DED 8003	50025	5989	475.00
05/13/26	INTERNATIONAL BRO	PR PPE260508 - DED 8004	50026	5990	525.00
05/13/26	INTERNATIONAL BRO	PR PPE260508 - DED 8001	50027	5991	775.00
05/14/26	MUNICIPAL DENTAL HMO	MAR 2026 DELTA DENTAL HMO	50071	6020	1,610.32
05/14/26	MUNICIPAL DENTAL HMO	APR 2026 DELTA DENTAL HMO	50073	6021	1,578.12
		TOTAL NON-DEPARTMENTAL			**731,992.02**
10000010 NON-DEPARTMENTAL					
05/10/26	CALPERS	MAY 2026 - CALPERS MEDICAL	49214	5846	30,618.00
05/14/26	MUNICIPAL DENTAL HMO	MAR 2026 DELTA DENTAL HMO	50071	6020	394.28
05/14/26	MUNICIPAL DENTAL HMO	APR 2026 DELTA DENTAL HMO	50073	6021	394.28
		TOTAL NON-DEPARTMENTAL			**31,406.56**
10010104 ADMIN SERVICES					
05/14/26	TRIPEPI, SMITH & ASS	RECRUITMENT VIDEO	49974	2318910	582.50
05/14/26	TRIPEPI, SMITH & ASS	PROFESSIONAL HEADSHOTS	49976	2318910	1,321.25
05/14/26	TRIPEPI, SMITH & ASS	PROFESSIONAL HEADSHOTS	49970	2318910	1,487.50
05/14/26	TRIPEPI, SMITH & ASS	RECRUITMENT VIDEO	49979	2318910	4,562.50
05/14/26	VERIZON WIRELESS	3/26 - 4/25/26 ADMIN CELL PHONES	49936	2318917	80.02
05/14/26	AT&T MOBILITY	3/27-4/26/26 ADMIN CELL PHONES	49839	2318842	197.07
		TOTAL ADMIN SERVICES			**8,230.84**
10020200 HUMAN RESOURCES					
05/14/26	DEPARTMENT OF JUSTIC	MAR 2026 - LIVE SCANS	49875	2318857	66.00

05/10/26	CALPERS	MAY 2026 - CALPERS MEDICAL	49214	5846	488.81
05/14/26	AT&T MOBILITY	3/27/2026 - 4/26/2026 - HR CELL PHONES	49822	2318843	507.18
05/14/26	SHRED-IT USA LLC	4/16/2026 - MONTHLY SHRED-IT SERVICES FOR	49889	2318894	145.43
05/14/26	GARON WYATT INVESTIG	4/08 - 4/21/2026 INVESTIGATIVE SERVICES	49821	2318869	3,292.31
05/14/26	THE COUNSELING TEAM	MAY 2026 EAP SERVICES	49981	2318907	1,575.00
05/14/26	DEPARTMENT OF JUSTIC	APRIL 2026 HR DEPT LIVESCAN/FINGERPRINT	49984	2318858	196.00
		TOTAL HUMAN RESOURCES			**6,270.73**
10030300 PLANNING					
05/14/26	VERIZON WIRELESS	3/26-4/25/26 CELL PHONES & IPADS	50005	2318918	40.01
05/14/26	AT&T MOBILITY	3/27-4/27/26 CELL PHONES & IPADS	50006	2318844	136.44
		TOTAL PLANNING			**176.45**
10030301 BUILDING & SAFETY					
05/14/26	VERIZON WIRELESS	3/26-4/25/26 CELL PHONES & IPADS	50005	2318918	99.26
05/14/26	AT&T MOBILITY	3/27-4/27/26 CELL PHONES & IPADS	50006	2318844	213.18
		TOTAL BUILDING & SAFETY			**312.44**
10030310 CODE ENFORCEMENT					
05/14/26	VERIZON WIRELESS	3/26-4/25/26 CELL PHONES & IPADS	50005	2318918	38.01
05/14/26	AT&T MOBILITY	3/27-4/27/26 CELL PHONES & IPADS	50006	2318844	40.74
		TOTAL CODE ENFORCEMENT			**78.75**
10040400 FINANCE					
05/14/26	HINDERLITER, DE LLAM	JAN-MAR'26 CONTRACT SALES/AUDIT SVCS	50003	2318874	1,681.15
		TOTAL FINANCE			**1,681.15**
10040401 PURCHASING					
05/14/26	CINTAS CORPORATION 2	202601 CH FIRST AID REPLENISHMENT	49891	2318849	89.71
05/14/26	CANTEEN REFRESHMENT	202601 COFFEE SERVICE FOR CITY HALL -	49892	6014	94.98
05/14/26	AMAZON	APR CH OFFICE SUPPLIES: NAME PLATES,	49947	6001	364.42
05/14/26	OFFICE DEPOT	202604 CH PAPER	49935	2318884	269.87
05/14/26	QUENCH USA INC	WATER SYSTEM - CULLIGAN 05/01/26 - 05/31/26	49957	6024	348.01
		TOTAL PURCHASING			**1,166.99**
10050501 TRAFFIC ENGINEERING					
05/14/26	ARCADIS U.S. INC	THRU 4/26/26 FV ITS FOR TS & SCADA	49893	6007	4,394.00
		TOTAL TRAFFIC ENGINEERING			**4,394.00**
10050503 STREET LIGHTING					
05/14/26	YUNEX, LLC	MAR 2026 - TS MAINTENANCE	49895	6034	3,235.24
05/14/26	SO CALIF EDISON CO	APR 2026 - ST LIGHTS ELECTRICITY	49939	2318897	9,108.36
05/14/26	YUNEX, LLC	MAR 2026 - TS CALL OUTS	49896	6034	5,851.13
05/14/26	YUNEX, LLC	3/31/26 - SAN MATEO & SLATER POLE HIT	49897	6034	8,259.63
05/14/26	SO CALIF EDISON CO	APR 2026 - ST LIGHTS ELECTRICITY	49941	2318898	18,181.18
		TOTAL STREET LIGHTING			**44,635.54**
10050550 RIGHTS-OF-WAY					
05/14/26	SO CALIF EDISON CO	04/07/26 to 05/05/26 ROWS	49949	2318904	90.58
		TOTAL RIGHTS-OF-WAY			**90.58**
10050552 PARK MAINTENANCE					
05/14/26	AT&T MOBILITY	CELLS, MODEMS, IPADS	49678	2318842	227.45
05/14/26	SO CALIF EDISON CO	04/08/26 to 05/06/26 NIEBLAS PARK (GARDENIA)	49943	2318899	26.62

		TOTAL PARK MAINTENANCE			**254.07**
10050554 PAVEMENT MAINTENANCE					
05/14/26	AT&T MOBILITY	CELLS, MODEMS, IPADS	49678	2318842	177.51
		TOTAL PAVEMENT MAINTENANCE			**177.51**
10060600 FIRE SUPPRESSION					
05/14/26	PURETEC INDUSTRIAL W	DIONIZED WATER SYSTEM RENTAL STATION 1	49989	2318886	21.67
05/14/26	PURETEC INDUSTRIAL W	DEIONIZED WATER RENTAL SYSTEM STATION 2	49990	2318886	21.67
05/14/26	AMAZON	JANITORIAL SUPPLIES FOR STATIONS	49986	6001	331.46
05/14/26	AMAZON	FD OFFICE SUPPLIES	49985	6001	103.23
05/14/26	AMAZON	JANITORIAL SUPPLIES STATIONS	49988	6001	136.96
05/14/26	VERIZON WIRELESS	4.23.26-5.22.26 FIRE AVL TRACKERS	49917	2318915	719.33
05/14/26	AMAZON	MOURNING BANDS	49920	6001	8.69
05/14/26	LINEGEAR INC	FASULLO - DUTY PANTS	49922	6018	501.04
05/14/26	LINEGEAR INC	NIGG DUTY PANTS	49923	6018	156.24
05/14/26	VERIZON WIRELESS	4.23.26-5.22.26 AMBULANCE AVL TRACKERS	49924	2318916	49.06
05/14/26	INLAND FLEET SOLUTIO	APPARATUS MAINTENANCE AND REPAIR - 8209	49925	2318876	1,873.63
05/14/26	AMAZON	JANITORIAL SUPPLIES FOR STATIONS	49987	6001	94.96
		TOTAL FIRE SUPPRESSION			**4,017.94**
10060601 PARAMEDICS					
05/14/26	AMAZON	VINYL PRINTER FOR PPE	49921	6001	282.49
		TOTAL PARAMEDICS			**282.49**
10060602 AMBULANCE SERVICES					
05/14/26	LIFE ASSIST	FIRST AID/MEDICAL SUPPLIES	49994	6017	2,846.21
05/14/26	BOUND TREE MEDICAL	FIRST AID/MEDICAL SUPPLIES	49993	6012	1,466.31
05/14/26	BOUND TREE MEDICAL	FIRST AID/MEDICAL SUPPLIES	49992	6012	2,084.23
05/14/26	LIFE ASSIST	FIRST AID/MEDICAL SUPPLIES	49995	6017	250.73
05/14/26	BOUND TREE MEDICAL	FIRST AID/MEDICAL SUPPLIES	49991	6012	238.83
05/14/26	VERIZON WIRELESS	4.26.26-5.25.26 AMBULANCE CELL PHONE	49915	2318914	38.81
05/14/26	AMBULANCE REFUND	APRIL WITTMAN REFUND TO BLUE CROSS OF	49929	2318833	124.47
05/14/26	AMBULANCE REFUND	WITTMAN APRIL REFUND TO BLUE SHIELD OF	49930	2318834	94.29
05/14/26	AMBULANCE REFUND	WITTMAN APRIL REFUND TO BLUE SHIELD OF	49931	2318835	94.29
05/14/26	AMBULANCE REFUND	WITTMAN APRIL REFUND TO KAISER	49932	2318836	1,290.40
05/14/26	AMBULANCE REFUND	WITTMAN APRIL REFUND TO BETHEL REEVES	49933	2318832	110.00
05/14/26	AMBULANCE REFUND	WITTMAN APRIL REFUND TO TIMOTHY LAWLOR	49934	2318837	144.78
05/14/26	LIFE ASSIST	FIRST AID/MEDICAL SUPPLIES	50053	6017	1,535.20
		TOTAL AMBULANCE SERVICES			**10,318.55**
10060604 FIRE RESERVES					
05/14/26	WESLEY, KAILER	APRIL 2026 RESERVE MEAL STIPENED	49927	6033	40.00
05/14/26	ORDUNO, VICTOR E	RESERVE APRIL 2026 MEAL STIPENED	50050	6023	40.00
		TOTAL FIRE RESERVES			**80.00**
10070700 PATROL					
05/14/26	CITY NET	MAR 2026 - OUTREACH SERVICES	49874	2318850	31,416.62
05/14/26	ALLTERRA CENTRAL	MULTI-AGENCY TRIMBLE TRAINING 6/22-6/26/26	49870	6000	1,921.24
05/14/26	BAKER TILLY ADVISORY	MAR-APR POLICE DEPART ORGANIZATIONAL	49872	6009	17,380.90
05/14/26	CITY OF SANTA ANA	MAR 2026 - BOOKING FEES	49871	2318852	438.00

05/14/26	CALIF FORENSIC PHLEB	APR 2026 - BLOOD DRAWS	49881	2318848	2,054.00
05/14/26	QUENCH USA INC	WATER SYSTEM - CULLIGAN 05/01/26 - 05/31/26	49957	6024	374.12
05/14/26	SHRED-IT USA LLC	DEPARTMENT SHREDDING 4/1 & 4/16	49864	2318893	264.00
05/14/26	BLAIN, CODY	HOTEL - EVOC TRAINING	49867	6011	1,174.33
05/14/26	RAMIREZ, HUNTER	HOTEL - EVOC TRAINING	49868	6025	1,174.33
05/14/26	BAILEY, JACOB	MEALS/MILEAGE DART TRAINING	49869	6008	103.34
05/14/26	PETTY CASH FIELD SER	PETTY CASH REIMBURSEMENT	49952	2318885	481.84
		TOTAL PATROL			**56,782.72**
10070701 INVESTIGATION					
05/14/26	AT&T	CELL PHONE TOWER SEARCH 26-05012	49878	2318839	120.00
05/14/26	AT&T	TOWER SEARCH - 26-05012	49879	2318840	120.00
05/14/26	AT&T	TOWER/AREA SEARCH - 26-05012	49880	2318841	345.00
05/14/26	DEPARTMENT OF JUSTIC	MAR 2026 - LIVE SCANS	49875	2318857	224.00
05/14/26	EFFICIENT X-RAY, INC	BIOHAZARD WASTE PICKUP	49877	2318861	379.93
		TOTAL INVESTIGATION			**1,188.93**
10070702 TRAFFIC					
05/14/26	UNIVERSAL PROTECTION	3/27/26-4/30/26 PARKING ENFORCEMENT	49887	6032	16,272.63
05/14/26	ALL CITY MANAGEMENT	4/12/26-4/25/26 CROSSING GUARDS	49882	5999	11,326.54
		TOTAL TRAFFIC			**27,599.17**
10070703 CANINE					
05/14/26	COMMUNITY VETERINARY	K9 POMIX BOARDING 4/24-4/27/26	49876	2318853	207.00
		TOTAL CANINE			**207.00**
10070705 L.E. COMMUNICATIONS					
05/14/26	CYRACOM INTERNATIONA	APRIL 2026 - NON-EMERGENCY TRANSLATIONS	49866	6015	65.55
		TOTAL L.E. COMMUNICATIONS			**65.55**
10070707 CRIME PREVENTION					
05/14/26	AMAZON	CRIME PREVENTION SUPPLIES	49873	6001	69.53
05/14/26	AMAZON	CRIME PREVENTION SUPPLIES	49865	6001	139.62
05/14/26	PETTY CASH FIELD SER	PETTY CASH REIMBURSEMENT	49952	2318885	222.90
		TOTAL CRIME PREVENTION			**432.05**
10070708 RANGE					
05/14/26	ADKINS, BERTRUM A.	APR 2026 - RANGEMASTER	49883	5998	1,000.00
05/14/26	ADKINS, BERTRUM A.	FIREARMS RED DOT TRAINING - 29 HOURS	49884	5998	2,416.53
		TOTAL RANGE			**3,416.53**
10080800 RECREATION CENTER					
05/14/26	QUENCH USA INC	WATER SYSTEM - CULLIGAN 05/01/26 - 05/31/26	49957	6024	239.26
05/14/26	VERIZON WIRELESS	REC VERIZON PHONE BILL APR 2 - MAY 1	50051	2318919	45.00
		TOTAL RECREATION CENTER			**284.26**
10080801 ATHLETICS					
05/14/26	D&B UMPIRES	UMPIRE FEES FOR GAMES SCHEDULED 4.20.26-	49863	2318856	2,116.00
		TOTAL ATHLETICS			**2,116.00**
10080810 SENIOR & COMM CENTER					
05/14/26	TIMELESS MELODIES	TIMELESS MELODIES FOR SENIOR CENTER	49940	6031	150.00
05/14/26	AT&T MOBILITY	3/27-4/26/26 R FRIZZELLE CELL PHONE	49836	2318842	50.53
05/14/26	QUENCH USA INC	WATER SYSTEM - CULLIGAN 05/01/26 - 05/31/26	49957	6024	67.43

05/14/26	AMAZON	AMAZON OFFICE SUPPLIES FOR SENIOR	49942	6001	35.65
05/14/26	S.C. GYM REPAIR	SC FITNESS ROOM MONTHLY SERVICE &	49958	2318892	210.00
05/14/26	VERIZON WIRELESS	REC VERIZON PHONE BILL APR 2 - MAY 1	50051	2318919	37.56
		TOTAL SENIOR & COMM CENTER			**551.17**
10080820 CONTRACT CLASSES					
05/14/26	REC SVCS REFUND	CLASS PRORATED REFUND	49857	2318888	108.00
		TOTAL CONTRACT CLASSES			**108.00**
10080821 SPECIAL EVENTS					
05/14/26	QUANTUM SIGNS & GRAP	BANNERS FOR PIF EVENT	50043	2318887	402.38
05/14/26	ULINE	NEW CANOPIES FOR EVENTS	50049	2318912	914.70
		TOTAL SPECIAL EVENTS			**1,317.08**
10080822 ANNUAL EVENTS					
05/14/26	REC SVCS REFUND	CAMPOUT RESIDENT REFUND	49959	2318889	10.00
05/14/26	REC SVCS REFUND	CAMPOUT RESIDENT REFUND	49960	2318890	10.00
		TOTAL ANNUAL EVENTS			**20.00**
10080823 PARK PATROL					
05/14/26	VERIZON WIRELESS	REC VERIZON PHONE BILL APR 2 - MAY 1	50051	2318919	51.26
		TOTAL PARK PATROL			**51.26**
11010050 ISF IS ADMIN CAPITAL					
05/14/26	LEXIPOL LLC	LEXIPOL FIREFIGHTER WELLNESS APP	49907	2318877	8,159.18
05/14/26	TPX COMMUNICATIONS	CITY & PD PHONE LINES 4/9 - 5/8/26	49918	2318909	5,406.18
05/14/26	INSIGHT PUBLIC SECTO	GOOGLE WORKSPACE BUSINESS STANDARD -	49849	6016	2,520.00
05/14/26	BIOMETRICS4ALL, INC	HR LIVESCAN MAINTENANCE PLANS07/01/2026-	49840	6010	840.00
05/14/26	AMAZON	AMAZON PURCHASE - OFFICE EQUIPMENT	49847	6001	1,356.54
05/14/26	ADVANCED OFFICE / IN	CONTRACT M9483 OVERAGE 4/1-4/30/26	49908	2318830	56.30
		TOTAL ISF IS ADMIN CAPITAL			**18,338.20**
11010104 ISF IS					
05/14/26	AT&T MOBILITY	3/27-4/26/26 IT STAFF PHONES	49838	2318842	101.06
		TOTAL ISF IS			**101.06**
11110000 ISF GB CITY HALL					
05/14/26	AT&T MOBILITY	CELLS, MODEMS, IPADS	49678	2318842	349.67
05/14/26	DMS FACILITY SERVICE	4/2026 JANITORIAL SERVICES	49855	2318860	3,676.12
05/14/26	FRONTIER COMMUNICATI	4/28-5/27/26 EOC LINES	49911	2318868	867.35
05/14/26	SO CALIF EDISON CO	04/09/26 to 05/07/26 CITY HALL	49944	2318900	7,483.36
		TOTAL ISF GB CITY HALL			**12,376.50**
11150000 ISF GB CITY YARD					
05/14/26	DMS FACILITY SERVICE	4/2026 JANITORIAL SERVICES	49855	2318860	2,968.13
05/14/26	SO CALIF EDISON CO	04/07/26 TO 05/05/26 CORPORATION YARD	49946	2318902	1,705.47
		TOTAL ISF GB CITY YARD			**4,673.60**
11160001 ISF GB FS1					
05/14/26	FRONTIER COMMUNICATI	4/22-5/21/26 FS#1 CKT	49909	2318868	78.76
		TOTAL ISF GB FS1			**78.76**
11170000 ISF GB POLICE DEPARTMENT					
05/14/26	DMS FACILITY SERVICE	4/2026 JANITORIAL SERVICES	49855	2318860	7,651.77
05/14/26	FRONTIER COMMUNICATI	4/25-5/24/26 PD DISPATCH	49912	2318868	996.39

05/14/26	FRONTIER COMMUNICATI	4/28-5/27/26 PD DISPATCH	49910	2318868	559.47
05/14/26	SO CALIF EDISON CO	04/09/26 to 05/07/26 POLICE DEPARTMENT	49945	2318901	5,545.96
		TOTAL ISF GB POLICE DEPARTMENT			**14,753.59**
11180000 ISF GB REC CENTER					
05/14/26	DMS FACILITY SERVICE	4/2026 JANITORIAL SERVICES	49855	2318860	15,816.57
05/14/26	SO CALIF EDISON CO	04/01/26 TO 04/30/26 SPORTS PARK	49903	2318895	1,194.50
05/14/26	SO CALIF EDISON CO	04/09/26 TO 05/07/26 PARK & RIDE - RC	49948	2318903	2,130.23
		TOTAL ISF GB REC CENTER			**19.141.30**
11180001 ISF GB SR CENTER					
05/14/26	DMS FACILITY SERVICE	4/2026 JANITORIAL SERVICES	49855	2318860	5,658.55
05/14/26	FRONTIER COMMUNICATI	4/4-5/3/26 SC ELEV FIRE LINE	49913	2318868	392.27
05/14/26	SO CALIF EDISON CO	03/31/26 to 04/29/26 SENIOR CENTER	49904	2318896	2,325.36
		TOTAL ISF GB SR CENTER			**8,376.18**
11250001 PW - FLEET MGMT					
05/14/26	AT&T MOBILITY	CELLS, MODEMS, IPADS	49678	2318842	90.98
05/14/26	CONNELL CHEVROLET	PART FOR UNIT 405	49977	2318854	104.59
05/14/26	CRASH CHAMPIONS	ACCIDENT DAMAGE REPAIRS FOR UNIT 350	49919	2318855	2,542.81
05/14/26	CAL-LIFT, INC	BATTERY FOR UNIT 288 VOLVO ROLLER	49961	2318847	134.78
05/14/26	SC FUELS (CARDS)	MONTLY CARD LOCK APRIL	49963	6027	42,478.10
05/14/26	ALAN'S LAWNMOWER & G	SMALL EQUIPMENT PART	49966	2318831	17.70
05/14/26	FACTORY MOTOR PARTS	PART FOR UNIT 259	49968	2318863	20.42
05/14/26	MCFADDEN DALE INDUST	SHOP PART	49971	2318878	0.79
05/14/26	THEODORE ROBINS FORD	PART FOR UNIT 259	49969	2318908	37.86
05/14/26	ALAN'S LAWNMOWER & G	SMALL GENERATOR PARTS	49973	2318831	49.16
05/14/26	HUNTINGTON BEACH HYU	PART FOR UNIT 344	49962	2318875	721.99
		TOTAL PW - FLEET MGMT			**46,199.18**
11270052 ISF FL PD CAPITAL					
05/14/26	MONSTER IMAGE, INC	UNIT 448 DECAL KIT	49885	2318879	1,477.91
05/14/26	MONSTER IMAGE, INC	UNIT 449 DECAL KIT	49886	2318879	1,477.91
05/14/26	RHINO LININGS OF ORA	UNIT 448 SPRAY HOOD	49888	2318891	317.86
		TOTAL ISF FL PD CAPITAL			**3,273.68**
11360053 ISF EQ FD R&C CAPITAL					
05/14/26	MOTOROLA SOLUTIONS	MOBILE & PORTABLE RADIOS - AMBULANCES	49982	6019	33,710.01
05/14/26	MOTOROLA SOLUTIONS	MOBILE & PORTABLE RADIOS - AMBULANCES	49980	6019	32,270.24
05/14/26	MOTOROLA SOLUTIONS	MOBILE & PORTABLE RADIOS - AMBULANCES	49983	6019	755.20
		TOTAL ISF EQ FD R&C CAPITAL			**66,735.45**
11380053 ISF EQ R&C CAPITAL					
05/14/26	AMAZON	1L9G-7GFJ-GM94 NEW AV EQUIPMENT	50044	6002	213.55
05/14/26	AMAZON	1MW4-MGQX-K6KG NEW AV EQUIPMENT	50045	6003	38.05
05/14/26	AMAZON	14WX-YKRK-4G34 NEW AV EQUIPMENT	50046	6004	121.90
05/14/26	AMAZON	1MLX-JNCW-V4C7 NEW AV EQUIPMENT	50047	6005	1,213.65
05/14/26	AMAZON	1CHM-V3QH-RVHK NEW AV EQUIPMENT	50048	6006	1,422.15
		TOTAL ISF EQ R&C CAPITAL			**3,009.30**
11400000 ISF CITY SELF INSURANCE					
05/14/26	CALIF JOINT POWERS I	PREFUND PMT CASE#CJP-3053938	50077	6013	0.00

	TOTAL ISF CITY SELF INSURANCE				**0.00**
11400411 SELF INSURANCE					
05/14/26	CALIF JOINT POWERS I	PREFUND PMT CASE#CJP-3053938	50077	6013	269,042.40
05/14/26	TEMPORARY STAFFING	PART TIME TEMP EMPLOYEE WE 4/12/26	48964	6030	1,647.68
05/14/26	TEMPORARY STAFFING	PART TIME TEMP EMPLOYEE WE 5/3/2026	49937	6030	1,647.68
05/14/26	EMPLOYMENT DEVELOPME	JAN-MAR 2026 ACCT #932-0092-1 UNEMP	49890	2318862	13,450.00
05/14/26	TEMPORARY STAFFING	PART TIME TEMP EMPLOYEE WE 5/10/26	49953	6030	823.84
	TOTAL SELF INSURANCE				**286.611.60**
23030310 CDBG CODE ENFORCEMENT					
05/14/26	AT&T MOBILITY	3/27-4/27/26 CELL PHONES & IPADS	50006	2318844	45.48
	TOTAL CDBG CODE ENFORCEMENT				**45.48**
23030311 CDBG ADMIN. OF GRANT					
05/14/26	YOU CHECK CREDIT.COM	CREDIT CHECKS APRIL 2026	50004	2318923	19.90
	TOTAL CDBG ADMIN. OF GRANT				**19.90**
23030313 CDBG NEIGHBOORHOOD REVITA					
05/14/26	4 13 GC SERVICES	HIP GRANT	50052	2318829	8,833.00
	TOTAL CDBG NEIGHBOORHOOD REVITA				**8,833.00**
23130322 FVHA LOAN ADMINISTRATION					
05/14/26	YOU CHECK CREDIT.COM	CREDIT CHECKS APRIL 2026	50004	2318923	9.95
	TOTAL FVHA LOAN ADMINISTRATION				**9.95**
30095303 CAPITAL IMP - OTHER					
05/14/26	OCTA	COOP AGMT C-0-2038 TALBERT TSSP	49905	2318883	38,902.38
	TOTAL CAPITAL IMP - OTHER				**38,902.38**
50000000 WF NON-DEPARTMENTAL					
05/14/26	VU, KOOKIE	UTILITY REFUND - FINALED 3/15/26	50029	2318921	40.80
05/14/26	NGUYEN, HOANG LAN	UTILITY REFUND - ACTIVE ACCOUNT	50030	2318880	854.56
05/14/26	FIAL, TRACY	UTILITY REFUND- FINALED 3/30/26	50031	2318865	51.08
05/14/26	FRANSIS, ADEL	UTILITY REFUND - FINALED 3/29/26	50032	2318867	196.90
05/14/26	NGUYEN, MAI	UTILITY REFUND - FINALED 3/31/26	50033	2318881	19.10
05/14/26	GWALTNEY, MATTHEW	UTILITY REFUND - FINALED 4/9/26	50036	2318871	240.88
05/14/26	VINH T NGUYEN	UTILITY REFUND - FINALED 4/7/26	50037	2318920	18.79
05/14/26	TAM TU	UTILITY REFUND - FINALED 4/16/26	50039	2318906	25.53
05/14/26	NGUYEN, VALERIE	UTILITY REFUND - FINALED 3/30/26	50040	2318882	62.85
05/14/26	BONANNI DEVELOPMENT	UTILITY REFUND - FINALED 4/24/26	50041	2318846	35.31
	TOTAL WF NON-DEPARTMENTAL				**1,545.80**
50050570 WF WTR PROD. OPNS					
05/14/26	AT&T MOBILITY	CELLS, MODEMS, IPADS	49678	2318842	898.59
05/14/26	SOUTH COAST AIR QUAL	AQMD FEE FOR RES 2	49841	2318905	172.49
05/14/26	SOUTH COAST AIR QUAL	AQMD FEE FOR RES 1	49842	2318905	172.49
05/14/26	SOUTH COAST AIR QUAL	AQMD FEE FOR WELL 6	49843	2318905	172.49
05/14/26	HARRINGTON INDUSTRIA	TANKS FOR ACID WASH CART	49844	2318873	242.85
05/14/26	HARRINGTON INDUSTRIA	CHLORINE TANK FOR WELL 12	49845	2318873	2,503.18
05/14/26	REGENCY ENTERPRISES,	BALLAST FOR WELL 9	49900	6026	136.96
05/14/26	REGENCY ENTERPRISES,	BALLAST FOR WELL 9	49902	6026	273.92
	TOTAL WF WTR PROD. OPNS				**4,572.97**

50050571 WF DISTRIBUTION SYSTEM					
05/14/26	MCFADDEN DALE INDUST	MAINTENANCE TOOLS	49690	2318878	369.68
05/14/26	SHOETERIA	SAFETY BOOTS-L.W.	49657	6028	234.82
05/14/26	YO FIRE	2" SERVICE PARTS	49582	2318922	1,683.47
05/14/26	FERGUSON ENTERPRISES	8" C900	49688	2318864	2,066.25
05/14/26	FERGUSON ENTERPRISES	6" C900	49687	2318864	1,108.38
05/14/26	GREEN PRO SOLUTIONS	BAY MAINTENANCE	49697	2318870	1,773.55
05/14/26	YO FIRE	1" COURTESY VALVES	49581	2318922	2,131.50
05/14/26	HANSON AGGREGATES, L	WASHCON SAND	49689	2318872	1,198.12
05/14/26	OMEGA INDUSTRIAL SUP	INSPECTION LIGHTS	49699	6022	456.97
05/14/26	OMEGA INDUSTRIAL SUP	REPAIR AND CONTAINMENT	49698	6022	2,220.95
		TOTAL WF DISTRIBUTION SYSTEM			**13.243.69**
50050572 WF WTR QUAL & TREATMENT					
05/14/26	USA BLUE BOOK	FLUORIDE CHEMKEYS FEBRUARY 26	49851	2318913	150.17
05/14/26	USA BLUE BOOK	FLUORIDE CHEMKEYS	49850	2318913	825.23
		TOTAL WF WTR QUAL & TREATMENT			**975.40**
50050573 WF CUSTOMER SERVICE					
05/14/26	OMEGA INDUSTRIAL SUP	MAINTENANCE	49700	6022	746.22
		TOTAL WF CUSTOMER SERVICE			**746.22**
50050574 WF METER M & R					
05/14/26	AQUA-METRIC SALES	METER MXU	49691	2318838	3,455.85
		TOTAL WF METER M & R			**3,455.85**
50150580 SF SEWER MAINTENANCE					
05/14/26	AMAZON	SAFETY APPAREL (DIFFERENT SIZES,)	49660	6001	1,781.03
05/14/26	AT&T MOBILITY	CELLS, MODEMS, IPADS	49678	2318842	253.94
05/14/26	AMAZON	RAIN GEAR BOOTS, SAFETY AND SUN HATS,	49661	6001	759.43
05/14/26	SMARDAN SUPPLY CO.	SDR35 GASKETED 1/8 BEND	49803	6029	24.88
		TOTAL SF SEWER MAINTENANCE			**2,819.28**
50200000 SWF NON-DEPARTMENTAL					
05/14/26	TRUONG, LINH	UTILITY REFUND - FINALED 4/7/26	50034	2318911	14.43
05/14/26	DIEU, DUONG	UTILITY REFUND - FINALED 4/7/26	50035	2318859	23.15
05/14/26	BONANNI DEVELOPMENT	UTILITY REFUND - FINALED 4/12/26	50038	2318845	46.79
		TOTAL SWF NON-DEPARTMENTAL			**84.37**
60000000 CUSTODIAL - ASSET SEIZURE					
05/14/26	CITY OF FOUNTAIN VAL	PD ASSET SEIZURE DR#26-11282	49812	2318851	9,469.00
		TOTAL CUSTODIAL - ASSET SEIZURE			**9,469.00**
				TOTAL	**$1,508,098.02**

CITY OF FOUNTAIN VALLEY
CITY COUNCIL
COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: June 2, 2026

SUBJECT: City of Fountain Valley Six-Month Strategic Objectives Update for May 2026 through October 2026

Three-Year Strategic Goals

- ☒ Enhance the culture and environment of "A Nice Place to Live"
- ☒ Achieve fiscal stability by evaluating processes, and attract and retain revenue producing businesses/opportunities
- ☒ Attract and retain quality staff through best practices and trends
- ☒ Maintain, build, and modernize infrastructure to support growth and future needs of the City
- ☐ Not applicable

EXECUTIVE SUMMARY

On March 24, 2026, the City Council held a strategic planning session with the executive management team and department managers. Those in attendance collaborated to establish the City's three-year goals and the six-month strategic objectives that serve as a guiding framework for aligning the City Council priorities, staff initiatives, and community input. Building on the strategic planning session held in March, the City has modified its three-year goals and created its six-month objectives based on emerging priorities, and feedback gathered through community engagement efforts. The attached plan will be updated monthly to demonstrate the progress of the adopted strategic objectives by the City Council.

DISCUSSION

On March 24, 2026, the City Council held a strategic planning workshop to review the three-year goals and develop the six-month strategic planning objectives for May 2026 through October 2026. Facilitated by consultant Ryder Smith of Tripepi Smith & Associates, the session allowed the Council to review progress on the prior three-year plan, identify key takeaways, and refine its approach to setting and implementing future priorities. The process was shaped by community input gathered through various methods; including a community workshop held on February 25, an online community feedback form, and one-on-one meetings with City Council and the executive management team. Through this process, the group outlined community needs, concerns, and priorities to establish a new set of goals and objectives.

FISCAL REVIEW

The fiscal impact has been budgeted in Fiscal Year 2026-27.

PUBLIC NOTIFICATION
Not applicable.

ENVIRONMENTAL IMPACT REVIEW
Not applicable.

ATTORNEY REVIEW
Attorney for the City has reviewed this item.

ALTERNATIVES:

Alternative No. 1:	Receive and file the six-month strategic objectives matrix for May, 2026 through October, 2026
Alternative No. 2:	Direct staff to take an alternate action.

RECOMMENDATION

Staff recommends that the City Council approve Alternative No. 1.

Prepared by: Rick Miller, City Clerk

Approved by: Maggie Le, City Manager

Attachment:

1. Six Month Strategic Objectives Matrix for May, 2026 through October, 2026

City of Fountain Valley

Six-Month Strategic Objectives

May-October 2026

City of Fountain Valley Vision Statement

Fountain Valley is a safe, inclusive, and desirable community where you can live your best life!

City of Fountain Valley Mission Statement

The City of Fountain Valley is a team-driven organization committed to providing excellent service to our community through our core values.

Core Values

Fiscal Stability, Honesty, Integrity and Ethical Behavior, Teamwork, Innovation, Quality of Life, and Excellent Customer Service

Three-Year Goal:

Cultivate a welcoming culture and safe environment that makes our community "A Nice Place to Live".

When	Who	What	Status			Comments
			Done	*On Target*	*Revised*	
By 6/2/26 City Council Meeting	**(LEAD) Rob Frizzelle; Community Service/DCM** Public Works Director Fire Chief Community Development/DCM	Create an Ad Hoc committee composed of City Council, City Staff, and community members to present recommendations for the two-acre Boys and Girls Club site behind City Hall.			X	City Council is scheduled to appoint members to the Civic Center Ad Hoc Committee at the June 2 meeting. The Ad Hoc committee will be comprised of 2 City Council members, 5 staff, and 4 appointed residents.
By 8/18/2026 City Council Meeting	**(LEAD) Rob Frizzelle; Community Service/DCM** Police Chief	Improve integration, communication, and culturally responsive programming for the Vietnamese community.			X	Staff will present opportunities, similar to the Civic Center Ad Hoc committee, on the potential creation of an Advisory Committee focused on; Cultural, Arts, Recreation, and Sports in Fountain Valley. Revised timeline to create the Cultural Arts, Recreational and Sports Advisory Committee (8/18/26) pending the creation of the Civic Center Plaza Ad Hoc Committee
By 6/2/2026 City Council Meeting	**(LEAD) Craig Heredia; Police Chief** Community Development/DCM	Continue proactive outreach through CityNet and Navigation Centers while addressing quality-of-life concerns such as RV		X		Present and review of data on PIT counts (released in May) and location of homeless residents, plus a review of CityNet activities and data for June council meeting.

	Public Works Director	parking and loitering near Mile Square Park.				

Three-Year Goal:

Ensure long-term fiscal stability by evaluating processes and attract and retain revenue producing businesses/opportunities.

When	Who	What	Status			Comments
			Done	*On Target*	*Revised*	
By 1/19/2027 City Council meeting	**(LEAD) Omar Dadabhoy; Community Development/DCM**	Revisit and update Economic Development Action Plan.		X		Provide an update on existing five-year plan as we are in year four of that plan. Initiate a new RFP for economic development consultants to update the plan and award contract in January. Plan last updated three years ago.
By 10/6/2026 City Council meeting	**(LEAD) Ryan Smith; Finance Director**	Continue to reduce the City's unfunded CalPERS pension liability to support long-term financial sustainability.				Provide an update on net pension positions and unfunded liabilities for PERS and OPEB.
By 6/16/2026 City Council meeting	**(LEAD) Ryan Smith; Finance Director**	Staff report on adjustments to City's purchasing policy and ordinance and determine whether updates or amendments are needed to improve procurement processes.				Change public works threshold to match State threshold to require RFP. But hold the line on council approval. This will be changed by ordinance action by City Council.
By 1/2027	**(LEAD) Chris Nigg; Fire Chief** Public Works Director Community	Evaluate and present the possibility of a fundraising program for Fire Station No. 1 through donations (i.e. bricks, plaques, pavers, etc).				

	Development/DCM					

Three-Year Goal:

Attract and retain quality staff through best practices and trends.

When	Who	What	Status			Comments
			Done	*On Target*	*Revised*	
By July 2027	**(LEAD) Tania Knauerhaze; HR Director**	Successfully conclude 2027 labor negotiations with bargaining units that respect the excellence of City staff and recognizes the needs for long-term fiscal stability.				Explore the possibility of a class and compensation study or total compensation study. Obtain official direction from Council to pursue.
By 5/19/2026 City Council meeting	**(LEAD) Scott Kim; IT Director** HR Director Finance Director	Promote responsible AI adoption and foster an innovation-friendly organizational culture. Develop a policy and approach to monitoring and security, while providing an outlet for proper use of AI.	X			With support from City Council, the IT Department will hire a Senior IT Analyst with a specialty in AI to implement AI securely. This will be brought to City Council in the next budget approval.
By 6/16/2026	**(LEAD) Tania Knauerhaze; HR Director** Community Development/DCM Finance Director Public Works Director	Explore additional benefits and incentives for employees to both work in and retire from Fountain Valley.			x	Conduct a new survey with the engagement committee and align with other City-managed survey tools to evaluate priorities and demand among staff. Revise date to July 14.
By 6/16/2016	**(LEAD) Tania Knauerhaze; HR Director**	Prepare and present a city-wide recruitment video.		x		Present result of the video to City Council, roll out to website and promote the content.

Three-Year Goal:

Maintain, build, plan for, and modernize infrastructure to support growth and future needs of the city.

When	Who	What	Status			Comments
			Done	*On Target*	*Revised*	
By 6/2/2026 City Council meeting	**(LEAD) Chris Nigg; Fire Chief** Finance Director Public Works Director Community Development/DCM	Develop a strategic plan for Fire Station 1 and the broader fire system, including location evaluation, modernization, and sustainable funding.		X		Present RFP results and select consulting firm for development of plant and award by City Council. End of 2026 to complete the study.
By 7/21/2026 City Council meeting	**(LEAD) Scott Smith; Public Works Director**	Prioritize rehabilitation and maintenance of aging infrastructure, including arterial roads and older city facilities.	X			Provided update to City Council on paving plans and conditions for the coming months at the May 19 City Council Meeting.
By 2/2027	**(LEAD) Chris Nigg; Fire Chief** Finance Director Public Works Director	Present financial data to fund Fire Station #1 and seek direction from the City Council.				Provide an update and staff report to the City Council.

CITY OF FOUNTAIN VALLEY
CITY COUNCIL
COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: June 2, 2026

SUBJECT: Approval of a professional services contract with AP Triton, LLC for a Fire Department Community Risk Assessment, Standards of Cover, and Strategic Plan in a not-to-exceed amount of $94,721, and an appropriation of $90,000 in the Fire Department Fire Suppression – Contract Services account for FY26/27.

Three-Year Strategic Goals

☐ Cultivate a welcoming culture and safe environment that makes our community "A Nice Place to Live."
☒ Ensure long-term fiscal stability by evaluating processes, and attract and retain revenue producing businesses/opportunities.
☐ Attract and retain quality staff through best practices and trends.
☒ Maintain, build, plan for, and modernize infrastructure to support the growth and future needs of the City.
☐ Not applicable.

EXECUTIVE SUMMARY

A Request for Proposal (RFP) for a Fountain Valley Fire Department Community Risk Assessment (CRA), Standards of Cover (SOC), and Strategic Plan was published on March 12, 2026, through the City of Fountain Valley's electronic procurement system (RFP 26.004). Following the RFP evaluation, Staff recommends awarding a professional services contract to AP Triton, LLC to conduct a comprehensive, data-driven assessment of community risk, deployment performance, and long-term service delivery strategy for the Fountain Valley Fire Department (FVFD). The six-month study will deliver a Community Risk Assessment, Standards of Cover analysis, organizational and operational assessment, and an integrated Strategic Plan.

DISCUSSION

The Fountain Valley Fire Department provides all-risk emergency services to the City's approximately 56,000 residents across nine (9) square miles, operating from two (2) fire stations and responding to 8,000–8,500 service calls annually. The majority of calls are related to Emergency Medical Services (EMS), and call volume continues to trend upward. The Department currently holds an ISO Class 1 rating and is committed to data-driven decision-making, community-centered service delivery, and long-term fiscal responsibility.

The Department is operating under sustained high call volumes, concentrated within a two-station deployment model, leading to elevated unit-hour utilization, higher call concurrency, and increasing pressure on system reliability. Simultaneously, the City is experiencing significant incoming high-density residential and mixed-use development that will materially alter population density, call distribution, traffic patterns, and the City's overall risk profile.

The City is also evaluating a pending fire station relocation project. Originally conceived as the relocation and modernization of an existing station, this capital project has been paused to allow a data-driven determination of whether the community would be better served by a simple relocation and reconstruction of an existing station or by reconfiguring the deployment model, which could include adding a third fire station to maintain performance standards and system reliability. This decision carries significant operational, fiscal, and long-term infrastructure implications.

Accordingly, Staff identified a comprehensive CRA/SOC and Strategic Plan as a priority project to provide the City Council with objective, defensible analysis and strategic clarity needed to make informed decisions about station infrastructure investment, staffing levels, and long-term service delivery configuration.

Scope of Work

The selected consultant will evaluate the following components over a six-month engagement:

- Community Risk Assessment (CRA): Including demographic and population trend analysis, land use and development patterns, hazard identification and risk categorization, critical infrastructure and target hazard analysis, socioeconomic and vulnerability analysis, historical incident analysis, EMS demand trends and projections, and community stakeholder input.

- Standards of Cover (SOC): Including call volume and workload analysis, unit-hour utilization and reliability modeling, response time performance evaluation, geographic coverage analysis with GIS mapping, effective response force analysis, staffing configuration review, apparatus deployment model evaluation, station location and distribution assessment, automatic/mutual aid analysis, and compliance review against NFPA benchmarks and ISO methodology.

- Organizational and Operational Assessment: Including organizational structure review, span of control and leadership alignment, training and certification capacity, EMS delivery model evaluation, special operations capability, and community risk reduction (CRR) programming review.

- Strategic Plan Development: Including facilitation of executive- and command-level workshops, development or confirmation of mission, vision, and values, identification of strategic priorities for a five-to-ten-year horizon, measurable goals and performance metrics, a capital improvement and deployment roadmap, staffing and workforce sustainability planning, and high-level financial impact modeling.

- Deliverables: Draft and final bound CRA/SOC report (print and digital), an executive summary suitable for public release, an integrated Strategic Plan document, GIS maps and visual analytics, and a City Council presentation. All recommendations will be prioritized by short-, mid-, and long-term, with cost-range estimates where feasible.

Project Timeline

AP Triton will complete the engagement within the City's desired six-month timeframe. The project will follow a structured, phased approach that includes project initiation, community risk assessment, standards of cover analysis, deployment modeling and scenario analysis, draft report development and City review, strategic plan development, and final deliverables and City Council presentation. Key milestones include data collection, an on-site visit and stakeholder interviews, a virtual progress meeting, a client technical review, and a final report and presentation.

PROCUREMENT

In accordance with the City's Purchasing Policies, the City of Fountain Valley issued a Request for Proposal (RFP) for **Fountain Valley Fire Department Community Risk Assessment, Standards of Coverage, and Strategic Plan (RFP 26.004)** on April 20, 2026. The RFP was publicly advertised on PlanetBids and via the City's website. Thirty-five (35) companies showed interest in the RFP and downloaded the RFP. The RFP closed on April 20, 2026, and five (5) companies submitted proposals. First, each proposal was evaluated on a 10-point system with a weighted score of 800 in three areas: Scope of Work/Work Plans, Qualifications and Experience, and Past Performance/References. The two lowest scores on the initial evaluation were excluded from Cost opening due to not meeting some of the City's needs. Costs were opened and added to the table with a weighted score of 200. After reviewing the set of scores, the evaluation team chose AP Triton, LLC for its impressive proposal and strong references from California fire departments. AP Triton, LLC illustrated the ability to fully meet the needs of the City and proposed an adequate timeline for the proposed costs.

Criterion	Weighted Score	AP Triton, LLC	Matrix Consulting Group	Jensen Hughes, Inc.	Jacob Green and Associates	Michael Rainey and Associates
Approach & Schedule	300	280	265	220	230	240
Qualifications and Experience	300	280	240	270	240	230
Consultant Past Performance (References)	200	200	170	140	146.67	146.67
Evaluation Total (Round 1)	800	**760**	**675**	**630**	**616.67**	**616.67**
Cost	200	146.75	200	139	0	0
Total	**1000**	**906.75**	**875**	**769**	**616.67**	**616.67**
		91%	87.50%	77%		

FISCAL REVIEW

The professional services contract with AP Triton, LLC has a one-time cost not to exceed $94,721, which is not currently included in the adopted budget for FY 2026/27. The contract requires a 5% payment to initiate the contract, which will be paid from the Fire Department's FY25/26 budget. Staff is requesting an additional appropriation of $90,000 in the Fire

Department Fire Suppression – Contract Services account (100.60.60600.53007) for FY26/27. Staff time will be allocated to assisting the consultant with data collection and personnel interviews during normal duty hours throughout the six-month project period.

An investment in a comprehensive CRA/SOC and Strategic Plan is expected to deliver long-term value by establishing a defensible analytical foundation for future capital infrastructure decisions, including the pending fire station relocation. AP Triton's findings and recommendations will position the City to make informed decisions about station configuration, staffing levels, and deployment strategy, aligned with fiscal sustainability and community service expectations.

PUBLIC NOTIFICATION

Not applicable.

ENVIRONMENTAL IMPACT REVIEW

Not applicable.

ATTORNEY REVIEW

The Attorney(s) for the City have reviewed the AP Triton, LLC proposal and service contract and concurred with the recommended action.

ALTERNATIVES

Alternative No. 1: Approve a professional services contract with AP Triton, LLC for a Fire Department Community Risk Assessment, Standards of Cover, and Strategic Plan in a not-to-exceed amount of $94,721, and an appropriation of $90,000 in the Fire Department Fire Suppression – Contract Services account (100.60.60600.53007) for FY26/27.

Alternative No. 2: Do not approve a professional services contract with AP Triton, LLC for a Fire Department Community Risk Assessment, Standards of Cover, and Strategic Plan in a not-to-exceed amount of $94,721, and an appropriation of $90,000 in the Fire Department Fire Suppression – Contract Services account (100.60.60600.53007) for FY26/27.

RECOMMENDATION

Staff requests City Council approval of Alternative No. 1 to approve a professional services contract with AP Triton, LLC for a Fire Department Community Risk Assessment, Standards of Cover, and Strategic Plan in a not-to-exceed amount of $94,721, and an appropriation of $90,000 in the Fire Department Fire Suppression – Contract Services account (100.60.60600.53007) for FY26/27.

Prepared by: Tim Saiki, Division Chief

Reviewed by: Chris Nigg, Fire Chief

Fiscal Review by: Ryan Smith, Finance Director

Attorney review by: Colin Burns, Attorney for the City

Approved by: Maggie Le, City Manager

Attachments:

1. RFP #26.004 Fire Department CRA, SOC, and Strategic Plan
2. RFP #26.004 AP Triton Bid Proposal
3. Contract for Fire Department CRA/SOC/Strategic Plan with AP Triton, LLC

City of Fountain Valley

Electronic submittal of Request for Proposal

RFP 26.004

Fountain Valley Fire Department Community Risk Assessment, Standards of Coverage, and Strategic Plan

Questions Deadline:
4:00 p.m., PST, Tuesday, March 24, 2026

Proposals Due Date:
4:00 p.m., PST, Tuesday, April 7, 2026

City Contact:
Amanda McCall, Mgmt. Analyst / Purchasing Officer
email: purchasing@fountainvalley.gov
Phone No. (714) 593-4413

CITY OF FOUNTAIN VALLEY'S ELECTRONIC BIDDING SITE, PLANETBIDS

Read Upload Instructions
for important information on the best time to upload proposals

(Issued March 12, 2026)

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City of Fountain Valley Request for Proposal for a
Community Risk Assessment (CRA), Standards of Cover (SOC), and corresponding Strategic Plan for the Fountain Valley Fire Department (FVFD

SUMMARY

The City of Fountain Valley is seeking proposals from qualified and experienced consulting firms to conduct a comprehensive Community Risk Assessment (CRA), Standards of Cover (SOC), and corresponding Strategic Plan for the Fountain Valley Fire Department (FVFD). The City is looking into awarding a 6 month contract.

Proposals, prepared according to the following detailed instructions, must be received via PlanetBids no later than **4:00 p.m., Pacific Standard Time, Tuesday, April 7, 2026**.

The City of Fountain Valley assumes no obligations of any kind for expenses incurred by any respondent to this solicitation.

It is the City of Fountain Valley's policy to assure nondiscrimination in any contract entered into pursuant to this advertisement. Firms will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award as provided by Title VI of the Civil Rights Act of 1964.

The City of Fountain Valley is soliciting proposals for a Community Risk Assessment (CRA), Standards of Cover (SOC), and corresponding Strategic Plan for the Fountain Valley Fire Department (FVFD)

I. SUMMARY

The City of Fountain Valley ("City") is soliciting proposals from qualified and experienced consulting firms to conduct a comprehensive Community Risk Assessment (CRA), Standards of Cover (SOC), and corresponding Strategic Plan for the Fountain Valley Fire Department (FVFD).

The selected consultant will evaluate community risk, current and future service demand, deployment models, response performance, staffing configurations, facilities, apparatus, and operational effectiveness. The project will culminate in actionable, data-driven recommendations and a multi-year strategic plan aligned with industry best practices, fiscal sustainability, and community expectations.

The City seeks a partner with demonstrated expertise in fire service analytics, NFPA performance benchmarks, ISO methodologies, deployment modeling, and executive-level facilitation.

II. ABOUT THE CITY

Background Information

The City of Fountain Valley is a master-planned community located in Orange County, California. Incorporated in 1957, the City encompasses approximately 9 square miles and serves a population of approximately 55,000 residents. Fountain Valley is characterized by stable residential neighborhoods, commercial corridors, healthcare facilities, educational institutions, regional transportation routes, and critical infrastructure.

The City operates under a Council-Manager form of government and maintains a strong commitment to public safety, fiscal responsibility, and high-quality municipal services.

Fountain Valley Fire Department

The Fountain Valley Fire Department provides all-risk emergency services including fire suppression, advanced life support (ALS) emergency medical services, rescue operations, hazardous materials response, and disaster preparedness.

The Department operates from two fire stations and responds to approximately 8000-8500 service calls annually, with the majority being EMS-related incidents. FVFD maintains an ISO Class 1 rating and is committed to maintaining high operational performance standards consistent with nationally recognized best practices.

The Department is focused on:

- Data-driven decision-making
- Community-centered service delivery
- Regional collaboration
- Workforce sustainability and wellness
- Long-term fiscal responsibility

This study will provide the analytical foundation necessary to align future deployment, staffing, and capital planning with community risk and service expectations.

III. PROJECT DESCRIPTION

The City is requesting a comprehensive Community Risk Assessment (CRA), Standards of Cover (SOC), and integrated Strategic Plan to guide critical service delivery decisions over the next decade. The Fountain Valley Fire Department currently operates from two fire stations serving approximately 9 square miles. The Department is experiencing sustained high call volumes concentrated within a two-station deployment model, resulting in increased unit hour utilization, overlapping incidents, and system reliability pressures. Emergency medical services represent the majority of call demand, with continued upward trends.

Simultaneously, the City is experiencing significant incoming high-density residential and mixed-use development, including vertical and infill projects that will materially alter population density, call distribution, traffic patterns, and overall risk profile.

In addition, the City is evaluating a pending fire station relocation project. Originally conceptualized as a relocation and modernization of an existing station, this capital project is currently being paused to allow for a data-driven determination of whether the community would be better served by:

- A simple relocation and reconstruction of an existing station; or
- A reconfiguration of the deployment model that includes the potential addition of a third fire station to maintain performance standards and system reliability.

This decision carries significant operational, fiscal, and long-term infrastructure implications. Accordingly, the City requires a defensible, data-driven analysis that evaluates:

- Current and projected service demand
- System reliability under current staffing and deployment
- Effective Response Force capability
- Station location modeling and geographic coverall
- Impacts of high-density development on travel times and workload
- Future-state deployment scenarios (2-station vs. 3-station models)
- Associated staffing and capital impacts

The consultant shall provide clear modeling of alternative deployment scenarios, including projected response performance, workload distribution, cost implications, and operational sustainability.

The final product must provide the City Council with objective analysis and strategic clarity necessary to make informed decisions regarding station infrastructure investment, staffing levels, and long-term service delivery configuration.

IV. GENERAL SCOPE OF WORK

The scope of work shall include, but not be limited to, the following components:

A. Community Risk Assessment (CRA)

- Demographic and population trend analysis
- Land use and development patterns
- Hazard identification and risk categorization
- Critical infrastructure and target hazard analysis
- Socioeconomic and vulnerability analysis
- Historical incident and call-type analysis
- EMS demand trends and projections
- Climate and disaster risk considerations
- Community expectations and stakeholder input

B. Standards of Cover (SOC)

- Call volume and workload analysis
- Unit hour utilization and reliability modeling
- Response time performance (turnout, travel, total response)
- Geographic coverage analysis (GIS mapping required)
- First-due and effective response force analysis
- Staffing configuration review
- Apparatus deployment model evaluation
- Station location and distribution assessment
- Automatic aid / mutual aid system analysis
- Compliance review relative to NFPA benchmarks and ISO impact

C. Organizational & Operational Assessment

- Organizational structure review
- Span of control and leadership alignment
- Training and certification capacity
- EMS delivery model evaluation
- Special operations capability assessment
- Community risk reduction programming review

D. Strategic Plan Development

- Facilitation of executive and command-level workshops
- Development of mission, vision, and values alignment (if necessary)
- Identification of strategic priorities (5–10 year horizon)
- Measurable goals, objectives, and performance metrics
- Capital improvement and deployment roadmap
- Staffing and workforce sustainability planning
- Financial impact modeling (high-level)

E. Deliverables

- Draft CRA/SOC report for review
- Final bound and digital CRA/SOC report
- Executive summary suitable for public release
- Strategic Plan document (separate but integrated)
- GIS maps and visual analytics
- City Council presentation

All recommendations shall be prioritized (short-, mid-, and long-term) and include cost-range estimates where feasible.

V. PROPOSAL REQUIREMENTS

A. General Requirements

Inquiries/Questions concerning this request for proposal should be made before 4:00 p.m., PST, on Tuesday, March 24, 2026.

If the Proposer is in doubt as to the meaning or finds discrepancies and/or omissions from any part of the RFP and Agreement Documents, the Proposer must submit a written request for clarification via PlanetBids.

All questions regarding this project shall be submitted electronically in PlanetBids up to the Question and Answer (QA) deadline. All project correspondence will be posted in PlanetBids. It is the responsibility of the Proposers to check the website regularly for information updates, clarifications, and addenda. At the Agency's discretion, Proposers requests for clarifications may or may not be responded to.

All revisions of the RFP by the City will be made in writing and will be posted on PlanetBids in accordance with the procurement schedule. Proposers shall electronically acknowledge receipt of all addenda at time of submittal and all addenda so issued shall become part of the RFP and the effects of all Addenda shall be considered in the proposal.

B. Submission of Proposals

Proposals must be received no later **than 4:00 p.m., PST, Tuesday, April 7, 2026.**

Proposals shall be received in electronic format EXCLUSIVELY at the City of Fountain Valley's electronic bidding (ebidding) site, at: https://pbsystem.planetbids.com/portal/25002/portal-home and are due by the date, and time shown on this solicitation. See "upload instructions" document for details. Files are to be uploaded accordingly:

- Response File: Upload proposal with no cost attached.
- General Attachments: If City request forms, upload under specified file as shown on PlanetBids.
- Cost File: Cost proposal is to be uploaded electronically as a separate file and not attached to the response file.
- Line Item (if required): make sure to input an amount on each item, can use the notes section to clarify your amount.

The following instructions describe the form in which proposals must be presented. Proposal documents must be prepared simply, economically, and provide a straightforward, concise response to the requirements of the RFP. Completeness and clarity of content must be emphasized. The requirements

stated do not preclude proposers from furnishing additional reports, functions, and costs as deemed appropriate.

C. Proposal Content Format

Should contain no more than thirty (30) pages, including cover sheet, Table of contents, exhibits and resumes, single-sided, single column, portrait layout, 1" side margins and 1/2" top and bottom margins, font size no less than 12 pt., and single or double spaced.

- RFP Addenda. Proposers shall check the website for addenda prior to proposing and shall be required to electronically acknowledge receipt of all addenda at time of proposal submittal.

1. Transmittal Letter

The proposal transmittal letter shall be addressed to the Purchasing Officer for the City of Fountain Valley and shall contain the following:

- Name of individual, partnership, company, or corporation submitting proposal.
- Statement that indicates an understanding of the scope of work as presented in this specification and confirmation that all terms and conditions of the RFP are understood and acknowledged by the undersigned.
- Team organization including an organization diagram and time commitment shall be submitted showing all key team members and illustrating the relationship between the City, the manager, and key staff.
- Signature(s) of representative(s) legally authorized to bind the proposer.

2. Company Experience

- Provide a description of your company's experiences (including sub-consultants' experience) in performing similar work, addressing the elements listed above.
- Describe the firm's ability to develop evidence-based staffing and deployment recommendations, including:
    - Staffing models necessary to meet performance objectives
    - Apparatus and resource allocation
    - Organizational and operational adjustments needed to improve system performance
- Describe the firm's experience developing implementable strategic plans for fire departments. The strategic plan produced for this project must include:
    - Clearly defined strategic priorities
    - Measurable performance objectives
    - A five-year implementation roadmap outlining achievable operational improvements
    - Actionable recommendations addressing deployment, staffing, infrastructure, and service delivery

- Respondents should demonstrate their ability to produce plans that are practical, data-driven, and capable of guiding municipal decision-making regarding staffing levels, capital investments, and fire station development.

3. Key Personnel/Past Performance

- Identify and describe the relevant experience and qualifications of the pertinent individuals who would serve as key personnel for various City of Fountain Valley projects.
    - Including their specific experience conducting CRA/SOC analyses, fire department deployment modeling, and strategic planning for municipal fire agencies
- Identify other staff members and/or sub-consultants that would contribute to the project, and their relevant experience.
- Identify availability of key personnel to work on each task described in "General Scope of Work".
- If sub-consultants are used, names of sub-consultants' key personnel for the project, their professional experience, qualifications, and training which are applicable to this project, and the scope of services that will be provided by each sub-consultant.
- Any changes to personnel assigned to this project shall be made in writing to CITY. CITY reserves the right to reject any proposal with modified personnel.
- The office location from which the consultant(s) shall operate.

4. Approach and Schedule

- Discuss your company's ability to provide desired services, addressing the elements listed under "General Scope of Work".
- Describe how your company would ensure City requests are completed in a timely manner.
- Describe the firm's approach to evaluating fire department deployment systems, including:
    - Analysis of historical incident data and service demand
    - Evaluation of unit hour utilization, workload balance, and service reliability
    - Response time performance analysis relative to NFPA and industry standards
    - Identification of system inefficiencies or deployment gaps
- Describe Station Location and Future System Design
    - Explain the firm's methodology for evaluating the optimal placement of current and future fire stations, including tools and modeling techniques used to evaluate response coverage, travel time modeling, and future service demand.
    - The consultant shall demonstrate experience using GIS-based analysis, system performance modeling, or equivalent analytical tools to identify optimal station

locations and evaluate the potential need for additional fire stations.

5. **Understanding of Project Components**
   - Identify objectives/tasks that you feel are key to the success of the project; this may include items not already identified in this Request for Proposal. References for protocols and methods are encouraged.

6. **Quality Control**
   - Describe the standards and methods used by the company to assure useful quality deliverables of this nature to the client.
   - Describe how your firm will address concerns or deficiencies in quality control and deliverables and give a specific example.

7. **References**
   - Provide descriptions and references of at least three (3) comparable projects completed within the past ten (10) years involving Community Risk Assessments, Standards of Cover analyses, and/or fire department strategic planning. For each project, include:
     - Include contact names, company/agency, jurisdiction size and telephone numbers for each.
     - Identify key personnel listed on this proposal who have worked on the reference projects.
     - Outcomes and recommendations provided, including staffing, apparatus deployment, or station location recommendations

8. **Cost** / **Fee** (*submit as a separate document, not attached to the Proposal/Response file*)

   Compensation for services provided shall be based upon the Contractor's detailed fee proposal.
   - Identification of all costs Consultant/Vendor will charge for performing the tasks necessary to accomplish the objectives of this RFP. The costs must break out all expenses expected to be billed to the City. Cost proposal shall include the estimated number of project work hours by each task/requirement, and the cost of each task/requirement. A list of hourly rates of proposed project team members shall also be included along with any other fees that may be applicable and billed. Cost is to be listed out for the term of the contract.

   - Firms shall provide complete cost and billing schedules of current hourly billing rates for each specialized skill, material, and support services.

   - A work program together with a breakdown of labor hours by employee billing classification together with the cost of non-labor and sub-contractor services shall be included with the fee proposal. The labor

breakdown shall be compiled based upon a listing of work tasks that correlates with the firm's defined scope of work for project proposal. This information will be used by the City staff to evaluate and compare the reasonableness of the fee schedule and may be used in determining the total cost for the proposed work.

- The service contract will be for a period of 6 months.

V. GENERAL REQUIREMENTS

A. DISCLAIMER

This RFP does not commit the City to award a contract, or to pay any costs incurred in the preparation of the proposal. The City reserves the right to extend the due date for the proposal, to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Contractor, or to cancel this RFP in part or in its entirety. The City may require the selected Contractor to participate in negotiations and to submit such technical, fee, or other revisions of their proposals as may result from Negotiations.

VI. TENTATIVE SCHEDULE OF EVENTS

The following is the Schedule of events that the City plans to follow in conducting this solicitation:

Event	Tentative Date
Issuance of RFP	Thursday, March 12, 2026
Clarification Questions Due by:	Tuesday, March 24, 2026
Due Date for Proposals	Tuesday, April 7, 2026
Interviews of Finalists, *if applicable*	Week of April 27, 2026
Tentative Selection and City Council Award	Tuesday, May 19, 2026
Begin Project	Monday, June 1, 2026

VII. PROPOSAL EVALUATION, INTERVIEWS AND AWARD PROCESS

A. Evaluation Criteria

Award will be based upon a review and evaluation by a committee designated by the Purchasing Officer. Each proposal will be evaluated based on the following criteria but not limited to.

General approach and work plans to meet the requirements of the specified City objectives described in the RFP. Depth of proposer's understanding of City's requirements and overall quality of work plan and clarity. Understanding of compliance with all Federal, State and County health regulations.

Qualifications and experience of the project manager and other key individuals.

The contractor's /consultant's past performance on projects of similar size and scope.

Cost & Price. Reasonableness of rates; competitiveness with other offers received; adequacy of data in support of figures quoted.

B. Interviews

If interviews are needed. A few days' notice will be sent via email to the proposer. An interview may not be required or needed to award a contract.

C. Evaluation Procedure

An evaluation committee will be appointed to review all proposals received for this RFP. The committee is chaired by the Purchasing Officer, comprised of City staff and may include outside personnel. The committee members will evaluate the written proposals using the evaluation criteria identified. A list of top ranked proposals, firms within a competitive range, will be developed based upon the totals of each committee members' score for each proposal. During the evaluation period, the City may interview some or all of the proposing firms. The City has established **the week of April 27, 2026** as the date(s) to conduct interviews. All prospective Proposers are asked to keep these dates available. No other interview dates will be provided, therefore, if a Proposer is unable to attend the interview on the selected date(s), its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Proposer after which the evaluation committee will ask questions related to the firm's proposal and qualifications. At the conclusion of this interview process, the evaluation committee will provide a recommendation for award and the proposer being recommended will receive a notice of intent to award pending successful negotiations and contract preparation. Upon successful completion of this process, a recommendation will be made to the City Council, based on the contract, for their review and consent and unsuccessful firms will be notified.

D. Notification of Awards

The successful proposer will be required to execute a Contract agreement, **See "Draft Contract",** with the City, which is subject to formal approval by the Fountain Valley City Council. The proposer will also be required to purchase a City Business License annually during the duration of the contract.

AP TRITON
VISION · INNOVATION · SOLUTIONS

PROPOSAL TO CONDUCT A

Community Risk Assessment, Standards of Coverage, and Strategic Plan

City of Fountain Valley
Fountain Valley, California
April 20, 2026
RFP #: 26.004

CONTENTS

Transmittal Letter **2**

Company Experience **4**

Why AP Triton is Uniquely Qualified for Fountain Valley 4

Evidence-Based Staffing and Deployment Recommendations 4

Strategic Planning Experience 5

Practical, Data-Driven Decision Support 6

Projects & Experience 6

Key Personnel **8**

Approach & Schedule **14**

Project Delivery and Responsiveness 14

Deployment System Evaluation 14

Station Location and Future System Design 15

Strategic Plan Development 16

Project Schedule 16

Project Deliverables 17

Understanding of Project Components **18**

Quality Control **22**

Client References **24**

Client Testimonials **27**

AP Triton's Certificate of Insurance & Litigation **28**

TRANSMITTAL **LETTER**

AP TRITON
VISION · INNOVATION · SOLUTIONS

1309 Coffeen Avenue, Suite 3178 • Sheridan, WY 82801 • 833.251.5824 • www.aptriton.com

April 20, 2026

Ms. Amanda Penaloza, Management Analyst / Purchasing Officer
City of Fountain Valley
10200 Slater Avenue
Fountain Valley, CA 92708

Re: Community Risk Assessment, Standards of Cover, and Strategic Plan Proposal
RFP 26.004

Dear Ms. Penaloza:

AP Triton, LLC is pleased to submit this proposal in response to RFP 26.004 for a Community Risk Assessment (CRA), Standards of Cover (SOC), and Strategic Plan for the City of Fountain Valley Fire Department.

We understand the scope of work as outlined in the Request for Proposal and are prepared to deliver a comprehensive, data-driven evaluation of community risk, service demand, deployment performance, and organizational effectiveness. AP Triton acknowledges and accepts all terms, conditions, and requirements set forth in the RFP.

Our team includes experienced fire service leaders, analysts, and subject matter experts with demonstrated expertise in CRA/SOC development, deployment modeling, and strategic planning. A detailed project team organization, including roles, responsibilities, and time commitment, is provided within this proposal. A diagram illustrating the relationship between AP Triton and City staff follows.

AP Triton is confident in our ability to provide clear, defensible recommendations and an actionable strategic framework to support informed decision-making related to service delivery, staffing, and future infrastructure planning.

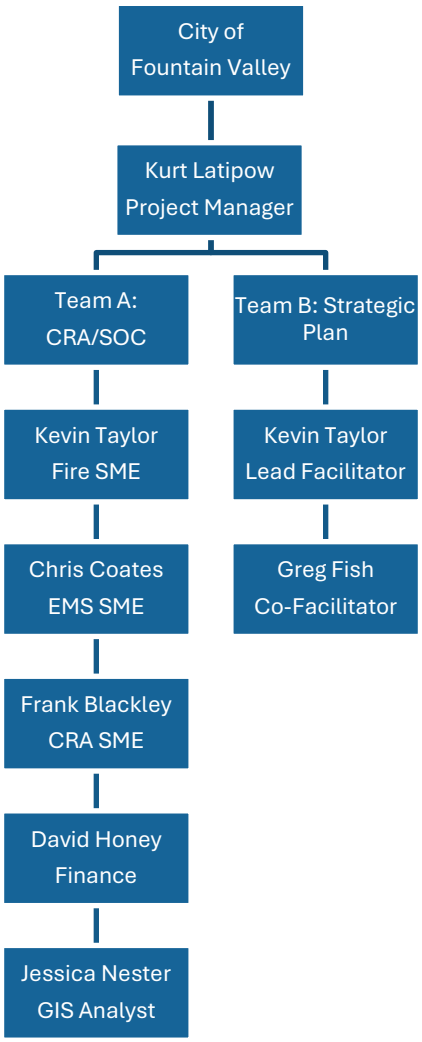
As Chief Executive Officer, I am authorized to execute and bind AP Triton, LLC to this proposal.

Thank you for your consideration. We appreciate the opportunity to partner with the City on this important effort.

Sincerely,

Micheal Despain
Chief Executive Officer

The following organizational structure illustrates the relationship between the City of Fountain Valley and AP Triton's project team, including key personnel roles and estimated involvement.



COMPANY **EXPERIENCE**

AP Triton, LLC is a national public safety consulting firm specializing in fire and emergency medical services planning, analytics, and organizational development. Since its founding in 2014, AP Triton has successfully completed numerous Community Risk Assessments (CRA), Standards of Cover (SOC) analyses, and fire department strategic plans for agencies of varying size, complexity, and governance structures.

Our team includes seasoned fire service professionals, data analysts, GIS specialists, and strategic planning facilitators who bring both technical expertise and operational credibility. In addition, AP Triton maintains a national network of highly experienced consultants who are selectively engaged to provide specialized expertise, including advanced GIS modeling, financial analysis, and organizational development. This model allows us to tailor each project team to the specific needs of the client while maintaining efficiency and depth of expertise.

WHY AP TRITON IS UNIQUELY QUALIFIED FOR FOUNTAIN VALLEY

- Proven experience with 2-station → 3-station decision modeling
- Direct experience with California ISO Class 1 agencies under EMS-heavy demand
- Demonstrated success aligning deployment decisions with political and fiscal realities
- Integrated CRA/SOC + Strategic Plan
- Track record of defensible City Council decision support

EVIDENCE-BASED STAFFING AND DEPLOYMENT RECOMMENDATIONS

AP Triton has extensive experience developing defensible, data-driven staffing and deployment recommendations grounded in industry best practices, including NFPA standards and ISO methodologies.

Our approach integrates:

- Historical incident and workload analysis, including call type distribution, temporal demand, and unit hour utilization
- System reliability modeling, evaluating concurrency, response coverage gaps, and effective response force performance

- Geospatial analysis, utilizing GIS tools to assess travel time, station coverage, and demand distribution
- Scenario modeling, comparing alternative deployment configurations (e.g., station relocation, addition of resources, staffing adjustments)

Through this process, we develop recommendations that address:

- **Staffing models necessary to meet performance objectives**, including daily staffing levels, unit configurations, and resource distribution
- **Apparatus and resource allocation**, ensuring alignment with current and projected service demand
- **Organizational and operational adjustments**, such as deployment strategies, workload balancing, and system efficiencies to improve overall performance and sustainability

Our recommendations are not theoretical—they are practical, implementable, and clearly tied to measurable outcomes and community expectations.

STRATEGIC PLANNING EXPERIENCE

AP Triton has significant experience developing strategic plans for fire departments that are both actionable and aligned with long-term community and organizational needs. Our strategic planning process is highly collaborative, incorporating leadership engagement, stakeholder input, and data-driven analysis to ensure relevance and buy-in.

Each strategic plan developed by AP Triton includes:

- **Clearly defined strategic priorities** aligned with organizational mission, community risk, and service expectations
- **Measurable performance objectives**, allowing departments to track progress and demonstrate accountability
- **A five-year implementation roadmap**, outlining phased, achievable operational improvements
- **Actionable recommendations** addressing deployment, staffing, infrastructure, capital planning, and service delivery

We emphasize clarity, usability, and implementation—producing plans that are structured for real-world application rather than shelf storage.

PRACTICAL, DATA-DRIVEN DECISION SUPPORT

AP Triton's work is designed to support informed municipal decision-making. Our analyses and recommendations provide elected officials, executive leadership, and stakeholders with:

- Clear, objective evaluation of current system performance
- Defensible projections of future demand and system needs
- Transparent comparison of alternative deployment and infrastructure scenarios
- High-level financial considerations to support capital and staffing decisions

Our deliverables are tailored to be both technically rigorous and easily understood, ensuring that complex analyses can effectively inform policy decisions related to staffing levels, fire station development, and long-term service delivery.

PROJECTS & EXPERIENCE

The following is a representative selection of AP Triton's clients and completed projects. Our consultants have conducted studies across the United States, providing customized solutions that reflect local needs while aligning with national best practices.

Project Description	Client Organization
Community Risk Assessment/SOC:	Coalinga Fire Department (CA)
Community Risk Assessment/SOC:	Davidson Fire Department (NC)
Community Risk Assessment/SOC:	Escondido Fire Department (CA)
Community Risk Assessment/SOC:	La Verne Fire Department (CA)
Community Risk Assessment/SOC:	Marysville Fire District RFA (WA)
Community Risk Assessment/SOC:	Medford Fire Department (OR)
Community Risk Assessment/SOC:	San Ramon Valley Fire Protection District (CA)
Community Risk Assessment/SOC:	Santa Barbara (City) Fire Department (CA)
Community Risk Assessment/SOC:	Tulare Fire Department (CA)
Community Risk Assessment/SOC:	Alameda (City) Fire Department (CA)
Community Risk Assessment/SOC:	Bainbridge Island Fire Department (WA)
Community Risk Assessment/SOC:	Livermore-Pleasanton FD (CA)
Community Risk Assessment/SOC:	San Ramon Valley FPD (CA)
Community Risk Assessment/SOC:	South San Joaquin Fire Authority (CA)
Community Risk Assessment/SOC:	Umatilla County Fire District #1 (OR)
Community Risk Assessment/SOC:	Vacaville Fire Department (CA)
Community Risk Assessment:	Vandalia Fire Department (OH)
Community Risk/Service Delivery Analysis:	Santee Fire Department (CA)
Fire Station & CRA/SOC Study:	Montecito FPD (CA)

Project Description	Client Organization
• Master Plan & Community Risk Assessment:	Brigham City Fire Department (UT)
• Master Plan & CRA-SOC:	Central Fire District of Santa Cruz County (CA)
• Master Plan & Strategic Plan:	Redmond Fire & Rescue (OR)
• Master Plan (Fire Service Analysis):	Napa (City) Fire Department (CA)
• Master Plan, CRA-SOC, Ambulance Modeling:	McMinnville Fire District (OR)
• Master Plan/CRA-SOC Update:	Salinas Fire Department (CA)
• Master Plan/CRA-SOC Update:	Santa Maria FD (CA)
• Master Plan/CRA-SOC:	South Placer Fire District (CA)
• Master Plan/SOC:	Rancho Cucamonga (CA)
• Strategic Plan Update:	Riverside County LEMSA (CA)
• Strategic Plan:	Aspen Fire Department (CO)
• Strategic Plan:	Bend Fire & Rescue (OR)
• Strategic Plan:	Blaine County Ambulance Service District (ID)
• Strategic Plan:	Central Fire District of Santa Cruz County (CA)
• Strategic Plan:	Davidson Fire Department (NC)
• Strategic Plan:	La Verne Fire Department (CA)
• Strategic Plan:	Menlo Park Fire Protection District (CA)
• Strategic Plan:	North View Fire District (UT)
• Strategic Plan:	Osage Beach Fire Protection District (MO)
• Strategic Plan:	South Placer Fire District (CA)
• Strategic Plan:	Umatilla County Fire District #1 (OR)
• Strategic Plan:	Upper Arlington Fire Division (OH)

KEY **PERSONNEL**

At AP Triton, we apply a disciplined methodology grounded in industry best practices and refined through extensive national experience. We have worked with fire departments, fire districts, EMS organizations, and regional service models across the United States, consistently delivering solutions tailored to the operational realities and governance structures of each client.

For this engagement, we are assigning a focused team of senior practitioners with deep expertise in fire operations, alternative deployment scenarios, along with projected response performance, workload distribution, and data-driven deployment analysis—including advanced GIS capabilities. Each team member has been selected specifically for their successful work supporting similar projects for organizations facing the same challenges and opportunities as the City of Fountain Valley Fire Department. All key personnel identified are available for the duration of the project and committed to the tasks outlined in this proposal.

AP Triton acknowledges that any changes to proposed key personnel will be submitted to the City in writing for review and approval. AP Triton is committed to maintaining continuity of the project team as presented. All team members will perform the majority of their work remotely, with the exception of scheduled on-site visits and meetings as outlined in the project approach.

Project Management and Coordination

Kurt Latipow, Senior Advisor / Project Manager

Kurt brings more than 40 years of public safety experience, including over 27 years serving as a Fire Chief and senior executive leader across multiple jurisdictions. His career includes leadership roles with agencies such as the City of Lompoc, City of Ukiah, Stanislaus Consolidated Fire Protection District, and the State of California Governor's Office of Emergency Services, where he served as Deputy Chief of the Fire and Rescue Branch. He has extensive experience working with elected officials, city management, and governing boards to guide complex public safety decisions and implement long-range service delivery strategies.

Chief Latipow is highly experienced in developing and implementing Standards of Cover, strategic plans, and master plans that directly inform deployment, staffing, and infrastructure decisions. His work frequently involves evaluating system performance, identifying service gaps, and guiding

agencies through critical choices such as station location, system reconfiguration, and long-term capital investment. He is also well-versed in cost recovery, ALS program development, and organizational sustainability, ensuring that operational recommendations are aligned with fiscal and political realities.

As a Senior Advisor with AP Triton, Kurt provides executive-level guidance and strategic oversight on CRA/SOC and master planning efforts nationwide. His approach emphasizes clear, defensible recommendations and effective communication with decision-makers—ensuring agencies like Fountain Valley can confidently navigate complex questions related to system configuration, service expectations, and long-term community risk.

Team A: Community Risk Assessment and Standards of Coverage

Kevin Taylor, Senior Associate / Fire Subject Matter Expert

Kevin brings more than 30 years of public safety experience, including over two decades in executive and command-level leadership within the fire service. He served as Fire Chief and Division Chief of Operations for the Montecito Fire Protection District following his tenure with the Paso Robles Fire Department. His expertise spans fire suppression, emergency medical services (EMS), and emergency management. Kevin's leadership experience includes driving operational performance, implementing strategic initiatives, and leading organizational development within complex public safety environments.

Chief Taylor has led and supported the development of Community Risk Assessments, Standards of Cover, strategic plans, and emergency management frameworks for a wide range of agencies. His work includes incident command system development, advanced life support program implementation, and system-wide operational improvements. He is recognized for his ability to translate data-driven analysis into practical, actionable recommendations that enhance service delivery and organizational effectiveness.

As a Senior Associate with AP Triton, Kevin has served as Project Manager and senior consultant on numerous fire service and EMS projects across the country, including CRA/SOC studies, strategic plans, and emergency operations planning efforts. His combination of executive leadership experience and technical expertise makes him well-suited to lead complex, data-driven assessments and facilitate stakeholder engagement throughout the planning process.

Chris Coates, Senior Associate / EMS Subject Matter Expert

Chris brings more than 27 years of public safety experience, including several years as a Chief Officer with Costa Mesa Fire & Rescue. His background spans fire suppression, emergency medical services (EMS), training, and organizational leadership, with a strong emphasis on program development, operational improvement, and workforce readiness. Chris currently serves as a Battalion Chief, where he oversees critical programs and initiatives, including training, EMS operations, policy development, and special teams.

Chief Coates has extensive experience developing and managing complex programs, including EMS system enhancements, recruit academies, and accreditation efforts. He has led the development of department-wide policies and procedures, implemented peer support and wellness initiatives, and served as an Urban Search and Rescue program manager. His leadership

during periods of organizational transition—particularly in stabilizing and advancing EMS and training divisions—demonstrates his ability to align operations with evolving regulatory and service demands.

As a Senior Associate with AP Triton, Chris contributes to fire service master plans, EMS system evaluations, and strategic planning efforts. He brings a collaborative, solutions-oriented approach, combining hands-on operational experience with technical expertise to deliver practical, actionable recommendations that enhance service delivery and organizational performance.

Frank Blackley, Senior Associate / Community Risk Subject Matter Expert

Frank brings more than 35 years of fire service experience with deep expertise in fire prevention, inspection, investigation, and Community Risk Reduction (CRR). As a former Assistant Chief and Fire Marshal, he has led comprehensive, risk-based prevention programs and advanced data-driven CRR strategies designed to reduce incident frequency, manage service demand, and improve overall system performance. His experience spans both career and combination departments, providing a practical understanding of how community risk directly impacts workload, deployment, and long-term system sustainability.

Chief Blackley is a nationally recognized leader in CRR and has served as a technical advisor to Vision 20/20, contributing to the development of outcome measures used to evaluate the effectiveness of prevention and risk reduction programs. He has extensive experience integrating land use, population growth, and high-density development trends into community risk modeling—

ensuring that prevention strategies are aligned with evolving risk profiles and future service demand. His work emphasizes using CRR as a tool to mitigate system strain, particularly in high-call-volume, EMS-driven environments.

As a Senior Associate with AP Triton, Frank has led and supported Community Risk Assessments, Standards of Cover, and strategic planning efforts nationwide. His approach focuses on linking risk reduction initiatives with deployment modeling and response performance—providing agencies with actionable strategies to balance workload, enhance reliability, and inform critical decisions such as station location, staffing, and system configuration.

David Honey, Senior Associate / Community Risk Subject Matter Expert

David brings more than 32 years of municipal government experience, including extensive executive leadership roles with the City of Long Beach, where he managed administrative and financial operations across multiple departments, including the Fire Department. As Manager of

Administration for the Long Beach Fire Department, he directed the development and oversight of a $150 million budget and managed all aspects of human resources for more than 500 personnel, including labor relations, payroll, and personnel administration. He also served as Interim Executive Director of the City's Civil Service Department, leading citywide recruitment and examination processes for all classified positions.

David has deep expertise in evaluating the financial and operational impacts of fire and EMS service delivery models, including staffing configurations, deployment strategies, and system expansion scenarios. His experience includes cost recovery, revenue optimization, and Ground Emergency Medical Transport (GEMT) programs, as well as EMS system valuation and transport modeling. He brings a strong understanding of how financial, labor, and policy considerations influence long-term system sustainability and performance.

As a Senior Associate with AP Triton, David supports CRA/SOC studies, feasibility analyses, and strategic planning efforts nationwide, with a focus on aligning operational recommendations with fiscal reality. His work provides clear, defensible financial modeling to support decisions related to staffing, station development, and system configuration—ensuring agencies can evaluate options such as maintaining or expanding deployment models with a full understanding of cost, performance, and long-term sustainability.

Jessica Nester, Senior Associate / GIS and Data Analyst Subject Matter Expert

Jessica brings more than 12 years of experience in geographic information systems (GIS), including over 8 years focused on public safety data analysis. Her work centers on applying advanced geospatial analytics to support Community Risk Assessments, Standards of Cover, and data-driven emergency services planning. While with New Hanover County Fire Rescue in North Carolina, she played a key role in the department's accreditation effort by developing Standards of Cover and detailed community risk profiles.

Jessica specializes in integrating incident data, land use, and demographic trends to model service demand, evaluate system performance, and identify deployment gaps. Her expertise includes response time and network analysis, predictive modeling, and spatial statistics—tools essential for assessing system reliability and future-state deployment scenarios. She has led GIS-based fire station relocation analyses that combined incident patterns with growth and development data to identify optimal station locations, resulting in improved coverage and response performance.

As a GIS and data analyst with AP Triton, Jessica supports CRA/SOC studies and strategic planning efforts by translating complex data into clear, defensible visualizations and decision-support tools. Her work enables agencies to evaluate critical questions such as station placement, workload distribution, and the impacts of growth and density on response performance—providing the analytical foundation for informed decisions on system configuration and long-term service delivery.

Team B: Strategic Plan

Kevin Taylor, Senior Associate / Strategic Plan Facilitator

In addition to serving as the Fire SME, Kevin will provide direct leadership as the Strategic Plan facilitator, guiding the City of Fountain Valley through a structured, collaborative planning process. With more than 30 years of fire service experience—including over two decades in executive leadership roles—Kevin brings a practical, command-level perspective to strategic planning that ensures recommendations are both actionable and operationally realistic.

Kevin has extensive experience facilitating executive and command staff discussions, aligning organizational priorities, and translating complex operational and community risk data into clear strategic direction. His background in developing and implementing fire service, EMS, and emergency management plans allows him to effectively bridge the gap between technical analysis

and leadership decision-making. Through focused workshops and stakeholder engagement, he will work with City and Department leadership to define strategic priorities, establish measurable objectives, and build a realistic, phased implementation roadmap.

His facilitation approach emphasizes collaboration, clarity, and accountability—ensuring that the resulting Strategic Plan reflects both the City's vision and the operational realities identified through the CRA and Standards of Cover. By integrating strategic planning with deployment analysis, staffing considerations, and future growth projections, Kevin will help position the Fountain Valley Fire Department with a clear, defensible path forward for service delivery, resource allocation, and long-term sustainability.

Greg Fish, Senior Associate / Strategic Plan Co-Facilitator

Greg will partner with Kevin in facilitating the Strategic Plan, bringing more than 38 years of fire service experience, including 18 years in Fire Chief and senior command roles. His background includes leadership of both large municipal departments and smaller fire protection districts, giving him a well-rounded perspective on organizational dynamics, governance, and service delivery. Greg is widely recognized for his ability to build effective teams, foster collaboration, and guide agencies through meaningful organizational change.

Greg's expertise in strategic planning is rooted in real-world executive leadership, where he has led the development and implementation of plans that drive organizational alignment, performance improvement, and long-term sustainability. He brings a strong focus on succession planning, leadership development, and workforce engagement—ensuring that strategic priorities are not only well-defined, but supported by the people and culture needed to implement them successfully.

Working in tandem with Kevin, Greg will help facilitate executive and command staff discussions, ensuring a balanced, inclusive process that captures diverse perspectives while maintaining focus upon actionable outcomes. His approach emphasizes clear communication, practical implementation, and alignment with both organizational capacity and community expectations—resulting in a Strategic Plan that is not only visionary, but achievable and enduring.

APPROACH & **SCHEDULE**

Our approach is structured, data-driven, and tailored to the City of Fountain Valley's operational environment, growth patterns, and service expectations. We integrate technical analysis with executive-level facilitation to ensure that all deliverables are actionable, defensible, and aligned with industry best practices.

PROJECT DELIVERY AND RESPONSIVENESS

AP Triton is committed to timely, responsive service throughout the project. A dedicated Project Manager will serve as the City's primary point of contact, ensuring clear communication, adherence to schedule, and prompt response to City requests. Regular project updates, milestone check-ins, and defined review periods will be established at the outset to maintain momentum and transparency. Our team structure allows for parallel task execution, ensuring that data analysis, stakeholder engagement, and plan development progress efficiently within the six-month project timeline.

ORGANIZATIONAL & OPERATIONAL ASSESSMENT

AP Triton will conduct a focused Organizational and Operational Assessment to evaluate internal structure, service delivery models, and workforce capacity. This assessment ensures that operational capabilities are aligned with current service demands, operational performance expectations, and future system needs. Key components include:

- Organizational structure and span of control evaluation
- Training, certification, and workforce capacity assessment
- EMS delivery model and special operations review
- Community Risk Reduction (CRR) program evaluation

Findings from this assessment will be integrated with CRA and SOC analyses to ensure that organizational structure and operational capacity support recommended deployment and service delivery strategies.

DEPLOYMENT SYSTEM EVALUATION

Our evaluation of the Fountain Valley Fire Department's deployment system will be grounded in a comprehensive analysis of historical and current performance data. This includes:

- Incident and Service Demand Analysis: Detailed review of multi-year incident data to identify trends in call volume, call types, geographic distribution, and peak demand periods.
- Unit Hour Utilization and Reliability: Assessment of workload, unit availability, and system reliability, including overlapping incidents and resource saturation.
- Response Time Performance: Evaluation of turnout, travel, and total response times compared to NFPA benchmarks and industry standards, with stratification by call type and geography.
- Evaluation of Effective Response Force (ERF) capability relative to incident types and performance benchmarks.
- System Efficiency and Gap Analysis: Identification of deployment inefficiencies, coverage gaps, and areas where current resources may not align with community risk or service demand.

This analysis will provide a clear understanding of current system performance and establish the foundation for future-state recommendations.

STATION LOCATION AND FUTURE SYSTEM DESIGN

AP Triton will utilize advanced GIS-based modeling and system performance analytics to evaluate current and future station location strategies. Our methodology includes:

- Geographic Coverage and Travel Time Modeling: Use of GIS network analysis to evaluate first-due coverage, travel time performance, and effective response force capability across the City.
- Evaluation of high-density and infill development impacts on travel times, call distribution, and system workload.
- Risk and Demand Integration: Incorporation of land use, population density, development trends, and projected growth to assess future service demand and risk distribution.
- Scenario-Based Modeling: Development and comparison of alternative deployment configurations, including evaluation of the existing two-station model and potential three-station scenarios.
- Station Location Optimization: Identification of optimal station locations based on response coverage, workload distribution, and long-term system sustainability.

Our team routinely applies GIS tools, spatial analytics, and predictive modeling techniques to support defensible decision-making. This approach ensures that recommendations regarding station placement, staffing, and system configuration are grounded in objective analysis and aligned with the City's long-term operational and fiscal goals.

STRATEGIC PLAN DEVELOPMENT

The Strategic Plan is a fully integrated component of this effort, directly informed by the findings of the Community Risk Assessment and Standards of Cover analysis. Rather than developing a standalone planning document, AP Triton's approach ensures that strategic priorities, goals, and implementation actions are grounded in validated data, operational realities, and future service demand.

AP Triton will facilitate a focused, collaborative strategic planning process led by experienced executive-level facilitators. This includes a structured workshop with Department leadership and key stakeholders to define mission, vision, and values (as appropriate), assess internal and external factors, and establish clear strategic priorities. The process will incorporate stakeholder input, including internal and community perspectives, to ensure alignment with both organizational capacity and community expectations.

The resulting Strategic Plan will include clearly defined goals, measurable objectives, and an actionable implementation roadmap that addresses deployment, staffing, infrastructure, and service delivery. By directly linking the Strategic Plan to the analytical findings of the CRA and SOC, the City will receive a practical, defensible framework to guide decision-making, resource allocation, and long-term system sustainability—ensuring the plan is not aspirational, but implementable.

PROJECT SCHEDULE

AP Triton will complete the Community Risk Assessment, Standards of Cover, and Strategic Plan within the City's desired six-month timeframe. The project will be delivered through a structured,

phased approach that aligns data analysis, stakeholder engagement, and decision-making, while incorporating defined review points to ensure ongoing coordination with City staff.

The project timeline is contingent upon AP Triton's receipt of all required data and information necessary to complete a comprehensive and accurate evaluation of the project scope.

Project Section	— Month —					
	1	2	3	4	5	6
Data Acquisition	Completed prior to timeline implementation.					
Project Initiation						
Community Risk Assessment						
Standards of Cover Analysis						
Deployment Modeling & Scenario Analysis						
Draft Report Development & Review						
Strategic Plan Development						
Final Deliverables & Presentation						
Key Milestones:	Data Collection Complete			Virtual Progress Meeting		
	Onsite Visit & Interviews			Draft Report		
	Client Technical Review			Final Report & Presentation		

This schedule is designed to allow for efficient project progression while incorporating defined review periods to ensure alignment with City expectations. AP Triton will maintain flexibility to adjust sequencing or timelines, as needed, to accommodate City priorities or data availability while ensuring delivery of a high-quality final product.

PROJECT DELIVERABLES

AP Triton will provide the following deliverables in accordance with the City's requirements:

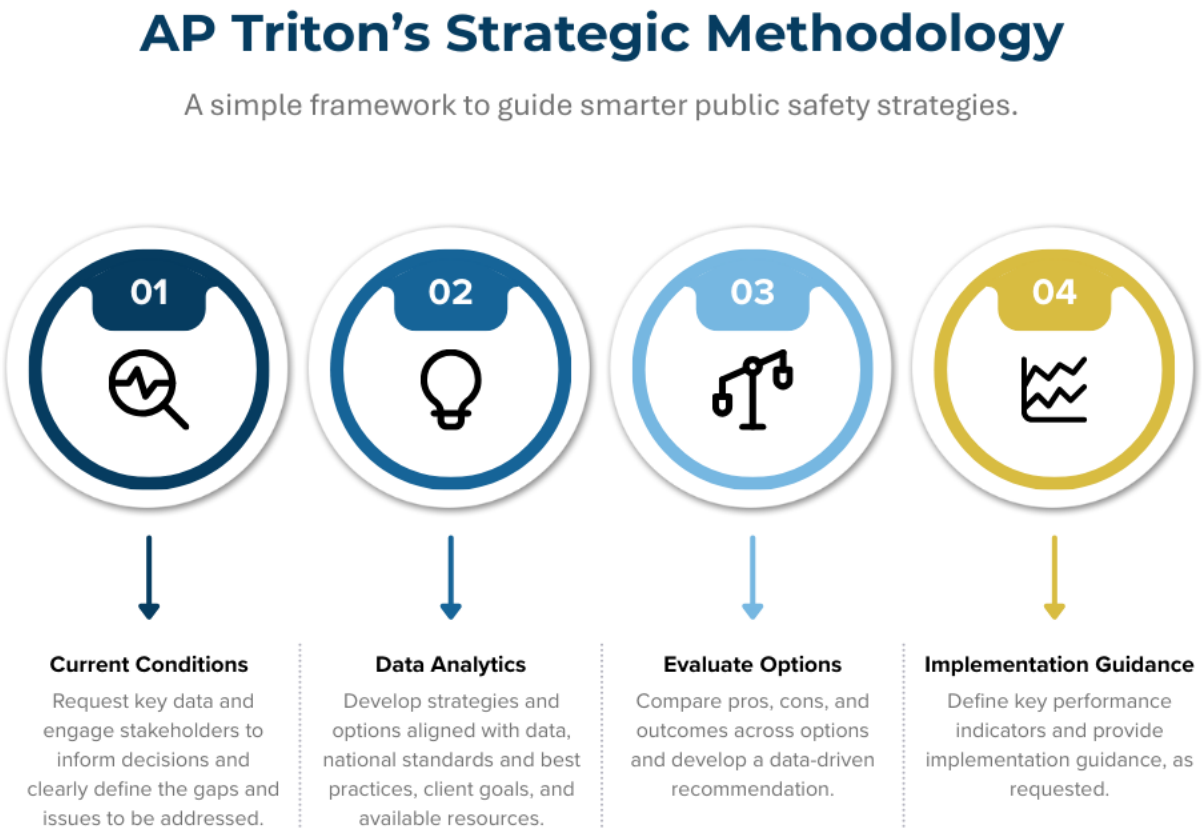
- Draft Community Risk Assessment and Standards of Cover report for City review
- Final CRA/SOC report (print and digital formats)
- Executive summary suitable for public release
- Strategic Plan document (separate but integrated with CRA/SOC findings)
- GIS maps and visual analytics supporting system evaluation and recommendations
- Presentation of findings and recommendations to City Council

All deliverables will include prioritized recommendations (short-, mid-, and long-term), with cost-range considerations where applicable.

UNDERSTANDING OF **PROJECT COMPONENTS**

AP Triton understands that the success of this project hinges on delivering a comprehensive, data-driven analysis that not only evaluates current system performance, but also provides clear, defensible guidance for future service delivery decisions—particularly related to deployment configuration, system reliability, and long-term capital investment, including a focused, data-driven evaluation of the City's current two-station deployment model and potential transition to a three-station system.

AP Triton's approach is grounded in a proven, strategic framework that translates complex data and operational realities into clear, defensible decisions. The methodology outlined below illustrates how we move from assessment to actionable implementation guidance.



Key Objectives and Critical Tasks

While the Scope of Work outlines the core project elements, AP Triton has identified several critical tasks that are essential to achieving a successful outcome for the City of Fountain Valley:

1. Data Validation and Integration

A foundational step in this project will be the collection, validation, and normalization of all relevant datasets, including CAD and RMS incident data, GIS layers, staffing information, and performance metrics. Ensuring data accuracy is critical to producing reliable modeling outcomes and defensible recommendations.

2. Comprehensive Community Risk Profiling

Building upon standard CRA methodologies, AP Triton will develop a detailed community risk profile that integrates land use, population density, high-risk occupancies, and projected development. Given Fountain Valley's anticipated high-density growth, this task will specifically evaluate how changing risk patterns will impact future service demand and system performance.

3. System Performance and Reliability Analysis

Beyond traditional response time analysis, AP Triton will conduct a full system performance evaluation, including unit hour utilization, call concurrency, and reliability modeling. This includes identifying conditions where resource drawdown impacts response capability—an important consideration for a two-station system experiencing sustained demand.

4. Deployment and Scenario Modeling

A central component of this project will be the development and evaluation of alternative deployment scenarios. This includes modeling the current system alongside potential future configurations, such as maintaining the existing two-station model versus transitioning to a three-station system. Each scenario will be evaluated based on response performance, workload distribution, effective response force capability, and overall system sustainability. High-level cost implications will be identified for each scenario, including associated staffing and capital considerations, and relative cost comparisons between alternatives, to support informed decision-making.

5. Station Location and Coverage Optimization

Using GIS-based analysis and network modeling, AP Triton will evaluate current station placement and identify optimal locations for future facilities. This includes travel time modeling, coverage analysis, and alignment with projected growth areas to ensure long-term effectiveness of the system.

6. Integration of Community Risk Reduction (CRR)

Although not always emphasized in traditional SOC studies, AP Triton incorporates CRR as a key component of system performance. Evaluating prevention, public education, and risk mitigation strategies provides opportunities to reduce incident frequency and manage long-term demand—particularly important in high-call-volume, EMS-driven systems.

7. Stakeholder and Leadership Engagement

Consistent with best practices outlined by the Commission on Fire Accreditation International (CFAI) and NFPA guidance, AP Triton will actively engage City leadership, Department personnel, and key stakeholders throughout the process. This ensures that recommendations are informed by operational realities and aligned with community expectations.

8. Strategic Plan Integration

A critical differentiator of AP Triton's approach is the direct integration of CRA and SOC findings into the Strategic Plan. Rather than treating these as separate efforts, the Strategic Plan will be built upon validated data and analysis, resulting in clear strategic priorities, measurable objectives, and an actionable implementation roadmap.

Protocols and Methodologies

AP Triton's evaluation will be grounded in nationally recognized standards and best practices, including:

- National Fire Protection Association (NFPA) Standard 1710 response performance benchmarks
- Commission on Fire Accreditation International (CFAI) Standards of Cover 6th edition methodology
- ISO Fire Suppression Rating Schedule considerations
- NHTSA EMS system design guidance

- Industry best practices in GIS-based deployment modeling, system performance analysis, and public safety data analytics

EMS system performance will be evaluated using 90th percentile response time metrics across the full response-time continuum, supported by unit hour utilization, system reliability (concurrency), and effective response force analysis. This approach ensures that recommendations are not only compliant with national standards, but also aligned with real-world system performance, community risk, and fiscal sustainability.

QUALITY **CONTROL**

AP Triton employs a structured quality assurance and quality control (QA/QC) process to ensure that all deliverables are accurate, defensible, and aligned with the City's expectations. Our approach integrates technical rigor, internal peer review, and client collaboration at each stage of the project to produce high-quality, actionable outcomes.

Standards and Methods

All analyses and deliverables are developed in accordance with nationally recognized standards and industry best practices, including the Commission on Fire Accreditation International (CFAI) Standards of Cover methodology, applicable National Fire Protection Association (NFPA) standards, and ISO considerations. Our QA/QC process includes:

- **Data Validation and Verification:** All datasets (CAD, RMS, GIS, and supporting documents) are reviewed for completeness, consistency, and accuracy prior to analysis.
- **Multi-Level Technical Review:** Key analytical components—including deployment modeling, response time analysis, and financial assumptions—are reviewed by senior subject matter experts to ensure methodological integrity and defensibility.
- **Consistency and Clarity Review:** Draft deliverables undergo editorial review to ensure clarity, readability, and alignment between findings, graphics, and recommendations.
- **Client Review Integration:** Structured draft review periods are built into the project schedule, allowing the City to provide input and verify findings prior to finalization.

This layered approach ensures that all recommendations are not only technically sound, but also clearly communicated and directly applicable to the City's operational and strategic decision-making.

Addressing Concerns and Continuous Improvement

AP Triton is committed to proactively identifying and addressing any concerns or deficiencies in deliverables. Should an issue arise, we follow a defined process that includes immediate review by the Project Manager, reassessment of underlying data or assumptions, and revision of the deliverable as needed. We maintain open communication with the City throughout this process to ensure transparency and alignment.

Example:

During a recent Standards of Cover study, a client identified discrepancies in response time reporting related to call processing intervals. Upon notification, AP Triton conducted a rapid internal review, identified a data normalization issue between CAD and RMS datasets, and recalibrated the analysis using validated time stamps. The revised results were provided within a short turnaround, along with a clear explanation of the correction and its impact on overall findings. This process not only resolved the issue, but strengthened the credibility and defensibility of the final report.

CLIENT **REFERENCES**

The following is a selection of AP Triton's extensive portfolio, showcasing a range of projects and studies we have successfully completed. **Where available, the project title is directly linked to its final report for easy access.** This list is far from exhaustive, and additional references are readily available upon request.

Coalinga Fire Department (California)					
Project Title & Description: **Community Risk Assessment/Standard of Cover** Coalinga Fire Department retained AP Triton to complete a Community Risk Assessment/Standards of Cover (CRA/SOC), consistent with the methodologies contained in the Center for Public Safety Excellence (CPSE) Community Risk Assessment/Standards of Cover, 6th edition. In addition to the successful completion of the CRA/SOC, Triton also assisted with Strategic Planning for the department. (Jurisdiction size: 1 station/7 sq miles fire suppression/1,200 sq miles EMS/population 17,199)					
Client Contact:	Greg DuPuis, Fire Chief			**Year:**	2021
Client Phone:	559.935.1652	**Client E-Mail:**	gdupuis@coalinga.com		
Project Manager:	Kurt Latipow			**Status:**	Completed

Central Fire District of Santa Cruz County (California)					
Project Title & Description: **Long-Range Master Plan & CRA-SOC & Strategic Plan** AP Triton was retained to research, write, and produce a Long-Range Master Plan including a Community Risk Assessment and Standards of Cover consistent with Center for Public Safety Excellence's guidelines. The development of the Long-Range Master Plan was followed by a Customer-Centered Strategic Plan for the District. (Jurisdiction size: 7 stations/55 sq miles emergency services/population 90,500)					
Client Contact:	Jason Nee, Fire Chief			**Year:**	2022
Client Phone:	831.479.6842	**Client E-Mail:**	jason.nee@centralfiresc.org		
Project Manager:	Kurt Latipow			**Status:**	Completed

Montecito FPD & Carpinteria-Summerland FPD (California)

Project Title & Description: **Fire Station Location Study & Community Risk/SOC**

AP Triton was engaged to develop a comprehensive fire station location study with the intent of determining if a shared facility is feasible. In addition, the study includes a variety of elements that entail community risk assessments and a standards of cover analysis. Once completed Triton will facilitate a Customer-Centered Strategic Plan for each. (Montecito FPD jurisdiction size: 2 stations/21.7 sq miles emergency services/population 9,000. Carpinteria FPD jurisdiction size: 2 stations/40 sq miles emergency services/population 23,000.)

Client Contact:	MFPD Chief Kevin Taylor/CSFPD Chief Greg Fish	**Year:**	2021
Primary Phone:	805.969.7762/805.566.2450		
Client E-Mail:	ktaylor@montecitofire.com / g.fish@csfd.net		
Project Manager:	Kurt Latipow	**Status:**	Completed

Santee Fire Department (California)

Project Title & Description: **Community Risk Assessment & Long-Range Service Delivery Analysis**

The Triton Team analyzed the data provided by the Department as well as others to determine the current levels of response performance and levels of community risk. From this analysis, the team identified factors influencing risk and response performance and has identified opportunities for delivery system improvement. The final report established standards for measuring the effectiveness of Department resources, and the deployment of those resources. (Jurisdiction size: 3 stations/16.5 sq miles emergency services/population 60,000)

Client Contact:	Justin Matsushita, Fire Chief			**Year:**	2023
Client Phone:	619-258-4100	**Client E-Mail:**	jmatsushita@cityofsanteeca.gov		
Project Manager:	Kurt Latipow			**Status:**	Complete

City of Santa Barbara (California)

Project Title & Description: **Community Risk Assessment/Standards of Cover**

The City of Santa Barbara Fire Department (SBFD) engaged AP Triton to provide a Community Risk Assessment (CRA) and Standards of Cover (SOC) Deployment Analysis. The CRA-SOC will include an analysis and recommendations for future improvements of services to the Santa Barbara community and will review automatic aid services and identify benefits from partner agency responses. The evaluation will analyze data based on SBFD's adopted metrics and nationally recognized guidelines and criteria. (Jurisdiction size: 8 stations/23 sq miles emergency services/population 95,000)

Client Contact:	Chris Mailes, Fire Chief			**Year:**	2022
Client Phone:	805.564.4707	**Client E-Mail:**	cmailes@SantaBarbaraCA.gov		
Project Manager:	Kurt Latipow			**Status:**	Completed

Redmond Fire & Rescue (Oregon)

Project Title & Description: **Comprehensive Fire Station Facilities Assessment**

AP Triton, in partnership with BKV Group, was engaged by Redmond Fire & Rescue to complete a Comprehensive Fire Station Facilities Assessment evaluating the condition, functionality, and long-term suitability of the department's existing fire stations, training facilities, and support spaces. The study included detailed on-site physical and functional assessments of Stations 401–404 and associated facilities, with a strong emphasis on firefighter health and safety, code and accessibility compliance, building systems, energy efficiency, and alignment with modern fire station design and operational best practices. The resulting assessment documents existing deficiencies, identifies capital maintenance and replacement needs, evaluates future space and location requirements, and provides clear, prioritized recommendations to guide facility reinvestment, improve operational efficiency, and support Redmond Fire & Rescue's ability to safely and effectively serve the community over the long term. (Jurisdiction size: 3 stations/133 sq miles emergency services/population 50,000)

Client Contact:	Jeff Puller, Deputy Chief			**Year:**	2022
Client Phone:	541.504.5027	**Client E-Mail:**	Jeff.Puller@redmondfireandrescue.org		
Project Manager:	Kurt Latipow			**Status:**	Complete

Sisters-Camp Sherman Fire District (Oregon)

Project Title & Description: **Facilities Master Plan**

AP Triton, in partnership with Kitchell Corporation, was retained by the Sisters-Camp Sherman Fire Protection District to prepare a Facilities Master Plan assessing the condition, functionality, and long-term suitability of the District's three fire stations. The project included detailed site inspections, stakeholder engagement, and evaluation of building systems, code compliance, energy efficiency, and firefighter health and safety, benchmarked against applicable building codes, NFPA standards, and modern fire station design best practices. The resulting plan provides a clear, data-driven framework that identifies facility deficiencies, prioritizes capital improvement needs, and outlines practical renovation, expansion, and replacement strategies to support operational efficiency, fiscal sustainability, and the District's ability to meet current and future service demands. (Jurisdiction size: 2 stations/240 sq miles emergency services/population 9,900)

Client Contact:	Tony Prior, Fire Chief			**Year:**	2025
Client Phone:	907-252-4929	**Client E-Mail:**	TPrior@sistersfire.com		
Project Manager:	Kurt Latipow			**Status:**	Complete

CLIENT **TESTIMONIALS**

- AP Triton communicated clear timelines from the outset and provided multiple opportunities for us to clarify and adjust the scope of our project. Most impressively, the AP Triton team remained responsive and assisted the Seattle Fire Department well beyond the completion of our evaluation. AP Triton's reputation as a leader in the industry is well earned.
  —Harold D. Scoggins, Fire Chief, Seattle Fire Department, Washington

- I highly recommend them to any fire department or EMS agency looking to get perspective from consultants that use data and many years of experience and wisdom to make informed determinations. It is obvious that they know their stuff. We are very pleased with the results.
  —Jeremiah Jones, Deputy Fire Chief, North View Fire District, Utah

- Exceptional product and process! Very pleased with the experience with AP Triton. The Project Manager and Project Team were extremely knowledgeable, professional, and exceptional to work with. I would like to bring them back for more projects in the future.
  —Mandy Pomeroy, County Administrator, Blaine County, Idaho

- Working with AP Triton to develop our Fire Department Master Plan, Community Risk Reduction (CRR), and Standards of Coverage (SOC) has been an exceptional experience. Their team's expertise, professionalism, and collaborative approach ensured a comprehensive analysis tailored to Sierra Madre's unique needs. We want to specifically recognize Project Manager Clay Steward for his outstanding contributions in data engineering and analytics. His ability to transform complex data into actionable insights was instrumental in shaping a strategic, data-driven plan for our fire department. Additionally, John Binaski's extensive experience in the fire service, particularly his leadership as a Fire Chief, brought invaluable real-world knowledge to the process. His guidance ensured the recommendations were both practical and visionary, reflecting a deep understanding of fire service operations and community needs. AP Triton's dedication to excellence and their team's unparalleled expertise have significantly enhanced our ability to serve and protect the Sierra Madre community. We are truly grateful for their partnership in advancing our mission.
  —Brent Bartlett, Fire Chief, Sierra Madre Fire Department, California

AP TRITON'S CERTIFICATE OF **INSURANCE & LITIGATION**

AP Triton, LLC maintains liability insurance as shown on the following page. AP Triton has no past and/or pending litigation or unresolved lawsuits. Because AP Triton utilizes an entirely independent pool of contractors, we are exempt from carrying Workers' Compensation insurance. Each of our contractors carries their own liability insurance.

Conflict of Interest Statement

AP Triton has neither directly nor indirectly entered into any agreement, participated in any collusion or collusion activity, or otherwise taken any action which in any way restricts or restrains the competitive nature of this solicitation including, but not limited to, the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

AP Triton is not presently suspended or otherwise prohibited by any government from participating in this solicitation or any other contract to follow thereafter. Neither AP Triton nor anyone associated with AP Triton has any potential conflict of interest because of or due to any other clients, contracts, or property interests in this solicitation or the resulting project. If a conflict of interest is identified in the provision of services, AP Triton will immediately notify the client in writing.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/3/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alkeme Insurance Services 111 Corporate Drive #200 Ladera Ranch CA 92694 License#: OM63276	CONTACT NAME: Helen Westfall PHONE (A/C, No, Ext): 707.382.3074 FAX (A/C, No): E-MAIL ADDRESS: hwestfall@alkemeins.com
INSURED APTRITO-01 AP Triton LLC 1309 Coffeen Avenue, Suite 3178 Sheridan WY 82801	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Markel Insurance Company — 38970 INSURER B : Hiscox Insurance Company Inc — 10200 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1939440708 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	GPP3445-01	3/27/2026	3/27/2027	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y	Y	GPP3445-01	3/27/2026	3/27/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR	Y	Y	GPP3444-01	3/27/2026	3/27/2027	EACH OCCURRENCE	$ 1,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED X RETENTION $ 10,000						Prod/Comp Agg.	$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Professional Liability			P106.338.730.1	3/27/2026	3/27/2027	Each Claim Aggregate	3,000,000 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder(s) is/are named as additional insureds with respect to coverage provided under the following forms:

GL: MGL 1241 03 14 - Commercial General Liability Enhancement
XS: MUB 0001 03 14 - Excess/Umbrella Policy
XS: MDUB 1000 03 14 - Excess/Umbrella Declaration

*Please note Copyright Laws apply to the Acord form prohibiting us from modifying the cancellation clause. However, per TDW Risk Management Associates procedures we will notify you within 30 days if said policy cancels for any reason other than non-payment. In the event that the policies cancel for non-payment, you will be notified within 10 days

CERTIFICATE HOLDER

Proof of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGREEMENT FOR CONSULTANT SERVICES

CON –

Fountain Valley Fire Department CRA/SOC Study and Strategic Plan

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

1. TERM

This AGREEMENT shall commence on June 1, 2026 ("EFFECTIVE DATE") and remain and continue in effect until all tasks described herein are completed but in no event later than December 31, 2026 , unless sooner terminated or extended pursuant to the provisions of this AGREEMENT. Notwithstanding this limit on term, some duties and obligations may survive the termination, lapse, or completion of this AGREEMENT.

2. SERVICES

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

3. NOTICE TO PROCEED

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

4. PERFORMANCE

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

5. CITY MANAGEMENT

The Fire Chief or their designee shall represent CITY in all matters pertaining to the administration of this AGREEMENT, including review and approval of all products

submitted by CONSULTANT, but not including the authority to enlarge the tasks to be performed or change the compensation due to CONSULTANT. The City Manager shall be authorized to act on CITY'S behalf and to execute all necessary documents that enlarge the tasks to be performed or change CONSULTANT's compensation, subject to Section 6 hereof.

6. PAYMENT

(a) CITY agrees to pay CONSULTANT in accordance with the payment rates, terms, and schedule of payment set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full. This amount shall not exceed Ninety-Four Thousand Seven Hundred Twenty-One Dollars ($94,721.00) ("TOTAL CONTRACT SUM") for the total term of this AGREEMENT unless additional payment is approved as provided in this AGREEMENT.

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

(c) CONSULTANT shall submit reasonably detailed invoices monthly for actual services performed and, as applicable, equipment and materials acquired. Invoices shall be submitted on or about the first business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the CITY disputes ant of CONSULTANT's fees it shall give written notice to CONSULTANT within 30 days of receipt of an invoice of any disputed fess set forth on the invoice.

7. PUBLIC WORK

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

(a) Prevailing Wage Rates. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages can be found at

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

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

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

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

(e) Legal Day's Work**.** In the performance of this AGREEMENT, not more than eight (8) hours shall constitute a day's work, and CONSULTANT shall not require more than eight (8) hours of labor in a day from any person employed by them hereunder except as provided in Labor Code Section 1815. CONSULTANT shall conform to

Article 3, Chapter 1, Part 7 (Sections 1810 et seq.), of the Labor Code of the State of California, and it is agreed that CONSULTANT shall forfeit to CITY as a penalty the sum of Twenty-Five Dollars ($25.00) for each worker employed in the execution of this AGREEMENT by CONSULTANT or any subconsultant for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) week in violation of said article. CITY may deduct this penalty from any monies due or that may become due pursuant to this AGREEMENT.

8. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

(b) In the event this AGREEMENT is suspended or terminated pursuant to this section, CITY shall pay to CONSULTANT the actual value of the work performed up to the time of suspension or termination, provided that the work performed is of value to CITY and consistent with the AGREEMENT. Upon suspension or termination of the AGREEMENT pursuant to this section, CONSULTANT will, as a precondition to being compensated, submit an invoice to CITY detailing work performed up to the time of suspension or termination.

9. DEFAULT OF CONSULTANT

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

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

10. OWNERSHIP OF DOCUMENTS

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

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

11. INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for CONSULTANT's services, to the fullest extent permitted by law, CONSULTANT shall indemnify, protect, defend, and hold harmless CITY and any and all of its officials, officers, employees, and agents ("INDEMNIFIED PARTIES") from and against any and all losses, liabilities, damages, costs, and expenses, including attorney's fees and costs to the extent the same are caused in whole or in part by any negligent or wrongful act, error, or omission of CONSULTANT, its officers, agents, employees, or subconsultants (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services under this AGREEMENT. With respect to the design of public improvements, CONSULTANT shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in this AGREEMENT without the written consent of CONSULTANT.

For all Consultant performances under this Agreement that are within the provision of design services as defined under California Civil Code Section 2782.8, the following shall apply: Notwithstanding any clause or provision in this Agreement or any other applicable Agreement to the contrary all specifically relating to design services and related performances to these design services, as specified, in California Civil Code

Section 2782.8, Consultant agrees to indemnify and hold harmless (but not defend) the City, its officers, directors and employees from and against damages and costs that City is legally obligated to pay, to the extent caused by the negligent act, error or omission of the Consultant or anyone for whom the Consultant is legally responsible, subject to any limitations of liability contained in this Agreement. Consultant shall have liability for reasonable and necessary defense costs incurred by persons indemnified to the extent caused by Consultant's negligence herein and recoverable under applicable law on account of negligence.

For all Consultant performances under this Agreement that are not for design services as defined under California Civil Code Section 2782.8 the following shall apply: Consultant agrees to defend, indemnify, protect and hold harmless City, its officers, officials, employees, agents, attorneys, and volunteers from and against any and all claims, demands, losses, attorney fees, defense costs or expenses, or liability of any kind or nature which City, its officers, officials, employees, agents, attorneys and volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Consultant's negligent or wrongful acts or omissions in performing or failing to perform under the terms of this Agreement, excepting only liability arising out of the negligence or wrongful conduct of City, its officers, officials, consultants, employees, agents, attorneys and volunteers.

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

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

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

This section shall survive the lapse, termination, or completion of this AGREEMENT.

12. INSURANCE

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

13. WARRANTY FOR GOODS

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

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

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

(3) The GOODS will be free of any security interests, liens, or encumbrances and CONSULTANT has title to the GOODS;

(4) The GOODS will not violate any intellectual property rights of any third party;

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

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

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

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

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

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

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

14. INDEPENDENT CONTRACTOR

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

(b) No employee benefits shall be available to CONSULTANT in connection with the performance of this AGREEMENT. Except for the fees paid to CONSULTANT as provided in this AGREEMENT, CITY shall not pay, nor be deemed to have paid or delivered, salaries, wages, or other compensation to CONSULTANT for performing services hereunder for CITY. CITY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder. In addition to the indemnification provisions of Section 11, CONSULTANT shall indemnify, defend, and hold CITY harmless from claims or liability arising from CONSULTANT's employees for CITY benefits including, but not limited to,

pension, health benefits, holiday, vacations, etc.

15. LEGAL RESPONSIBILITIES

CONSULTANT shall keep itself informed of State and Federal laws and regulations which in any manner affect its requirements under this Agreement, and those employed by it or in any way affect the performance of its service, duties, and obligations pursuant to this AGREEMENT. CONSULTANT shall at all times observe and comply with all such laws and regulations. CITY, and its officers, officials, employees, agents, and volunteers shall not be liable at law or in equity occasioned by failure of CONSULTANT to comply with this Section. This section shall survive, without limitation, the termination, lapse or completion of this Agreement.

16. POLITICAL REFORM ACT

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

17. UNDUE INFLUENCE

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

18. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

19. RELEASE OF INFORMATION / CONFLICTS OF INTEREST

(a) All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without CITY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or unless requested by the Attorney for the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information

concerning the work performed under this AGREEMENT or relating to any project or property located within the CITY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

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

20. SECURITY OF INFORMATION

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

21. NOTICES

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

CITY
City of Fountain Valley
10200 Slater Avenue
Fountain Valley, CA 92708
Attn: City Clerk

CONSULTANT
AP Triton, LLC
1309 Coffeen Ave. Suite 3178
Sheridan, WY 82801
Attn: Michael Despain

22. ASSIGNMENT

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

CITY, which the CITY may grant or withhold in its sole and absolute discretion, with no obligation to disclose the basis for its decision to any person, firm, entity, or Party.

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

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

23. LICENSES

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

24. GOVERNING LAW

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

25. ENTIRE AGREEMENT

This AGREEMENT contains the entire understanding between the parties relating to the obligations of the parties described in this AGREEMENT. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, direct or implied, are merged into this AGREEMENT and shall be of no further force or effect. Each party is entering into this AGREEMENT based solely upon the representations set forth herein and upon each party's own independent investigation

of any and all facts such party deems material. Each Party has had the opportunity to have this Agreement reviewed by independent legal counsel of its own selection and is not relying on any representations, opinions, or advice of the other Party.

26. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

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

27. INTERPRETATION

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

28. MODIFICATION

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

29. ATTORNEY FEES

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

30. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this AGREEMENT on behalf of CONSULTANT warrants and represents that they have the authority to execute this AGREEMENT on behalf of CONSULTANT and have the authority to bind CONSULTANT to the performance of its obligations hereunder. CONSULTANT agrees that the person executing this AGREEMENT is an authorized agent of the CONSULTANT with the power to bind CONSULTANT to this AGREEMENT.

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

CITY OF FOUNTAIN VALLEY

Jim Cunneen, Mayor

ATTEST:

Rick Miller, City Clerk

Approved as to Form:

HARPER & BURNS LLP

Attorneys for the City

Approved as to Content:

Christopher Nigg, Fire Chief

CONSULTANT

Signature

Michael Despain

Typed Name

Chief Executive Officer

Title

Corporate seal (or attach Notary acknowledgment)

Rev 10/25

Exhibit “A”
Scope of Services
And Payment Terms

AP TRITON
VISION · INNOVATION · SOLUTIONS

COST PROPOSAL TO CONDUCT A

Community Risk Assessment, Standards of Coverage, and Strategic Plan

City of Fountain Valley
Fountain Valley, California
April 20, 2026
RFP #: 26.004

CONTENTS

Project Fee Proposal 2

Payment Information.....3

PROJECT **FEE PROPOSAL**

AP Triton, LLC presents the following formal cost proposal for the project outlined in the Scope of Work. The fee is inclusive of all expenses.

COMMUNITY RISK ASSESSMENT / STANDARDS OF COVER	Fees & Expenses
Project Initiation & Information Acquisition – 103 hours [A]	* $28.653
Organizational & Operational Assessment – 31 hours	$5,511
Deployment System Evaluation – 44 hours	$7,822
Community Risk Assessment – 56 hours	$9,956
Station Location & Future System Design – 17 hours	$3,156
Project Deliverables/Conclusion – 78 hours	$13,944
Proposed Project Fee (will not exceed):	**$69,042**

STRATEGIC PLAN	Fees & Expenses
Project Preparation – 11 hours	$3,528
Environmental Assessment – 32 hours	$5,611
Strategic Planning Workshop – 54 hours [B]	$12,830
Project Deliverables/Conclusion – 22 hours	$3,680
Proposed Project Fee (will not exceed):	**$25,679**

CRA / SOC / STRATEGIC PLAN	Fees & Expenses
Community Risk Assessment / Standards of Cover	$69,042
Strategic Plan	$25,679
TOTAL PROPOSED PROJECT FEE (will not exceed):	**$94,721**

[A] Travel expenses totaling $7,582.50 are included in Project Initiation & Information Acquisition for the Community Risk Assessment / Standards of Cover.

[B] Travel expenses totaling $7,390.00 are included in Strategic Planning Workshop for the Strategic Plan.

PAYMENT **INFORMATION**

Payment Schedule & Invoicing

- **Initial Payment:** A deposit of 10% of the total project cost is due upon the signing of the contract, to initiate the work.
- **Progress Payments:** Monthly invoicing will be processed as work progresses, continuing until 95% of the project has been completed.
- **Final Payment:** The remaining 5% of the project cost is due upon successful completion and acceptance of the project.

Data Engineering Costs

- **Included Services:** Data engineering for up to three specific data sets (i.e., CAD, NFIRS, ePCR) is included in our all-inclusive pricing. This encompasses gathering and assisting the agency with straightforward data pull requests.
- **Additional Incident Data:** Any extra incident data needed (i.e., previous RMS or CAD database records) will incur a charge of $2,000 per database.
- **Substantial Assistance:** Should AP Triton consultants provide substantial assistance or direct data pulls from the client's records, this service will be billed at $2,000 per database.

Additional Hours and Expenses

- **Project Manager Rate:** Extra hours for the Project Manager will be billed at $211 per hour.
- **Consultant Rate:** Additional hours for consultants will be billed at $178 per hour.
- **Travel Expenses:** Any extra travel expenses will be billed separately, in addition to the hourly rate.
- **Legal Expenses:** Legal expenses, if required and with client approval, will be billed at the respective rate.

Cost Quotation Information

- The bid quotation is valid for 120 days. Project bid expires on August 20, 2026.
- AP Triton Federal Employer Identification Number: 47-2170685.

City of Fountain Valley

Electronic submittal of Request for Proposal

RFP 26.004

Fountain Valley Fire Department Community Risk Assessment, Standards of Coverage, and Strategic Plan

Questions Deadline:
4:00 p.m., PST, Thursday, April 2, 2026

Proposals Due Date:
4:00 p.m., PST, Monday, April 20, 2026

City Contact:
Amanda Penaloza, Mgmt. Analyst / Purchasing Officer
email: purchasing@fountainvalley.gov
Phone No. (714) 593-4413

CITY OF FOUNTAIN VALLEY'S ELECTRONIC BIDDING SITE, PLANETBIDS

Read Upload Instructions
for important information on the best time to upload proposals

(Issued March 20, 2026)

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City of Fountain Valley Request for Proposal for a
Community Risk Assessment (CRA), Standards of Cover (SOC), and corresponding Strategic Plan for the Fountain Valley Fire Department (FVFD

SUMMARY

The City of Fountain Valley is seeking proposals from qualified and experienced consulting firms to conduct a comprehensive Community Risk Assessment (CRA), Standards of Cover (SOC), and corresponding Strategic Plan for the Fountain Valley Fire Department (FVFD). The City is looking into awarding a 6 month contract.

Proposals, prepared according to the following detailed instructions, must be received via PlanetBids no later than **4:00 p.m., Pacific Standard Time, Monday, April 20, 2026**.

The City of Fountain Valley assumes no obligations of any kind for expenses incurred by any respondent to this solicitation.

It is the City of Fountain Valley's policy to assure nondiscrimination in any contract entered into pursuant to this advertisement. Firms will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award as provided by Title VI of the Civil Rights Act of 1964.

The City of Fountain Valley is soliciting proposals for a Community Risk Assessment (CRA), Standards of Cover (SOC), and corresponding Strategic Plan for the Fountain Valley Fire Department (FVFD)

I. SUMMARY

The City of Fountain Valley ("City") is soliciting proposals from qualified and experienced consulting firms to conduct a comprehensive Community Risk Assessment (CRA), Standards of Cover (SOC), and corresponding Strategic Plan for the Fountain Valley Fire Department (FVFD).

The selected consultant will evaluate community risk, current and future service demand, deployment models, response performance, staffing configurations, facilities, apparatus, and operational effectiveness. The project will culminate in actionable, data-driven recommendations and a multi-year strategic plan aligned with industry best practices, fiscal sustainability, and community expectations.

The City seeks a partner with demonstrated expertise in fire service analytics, NFPA performance benchmarks, ISO methodologies, deployment modeling, and executive-level facilitation.

II. ABOUT THE CITY

Background Information

The City of Fountain Valley is a master-planned community located in Orange County, California. Incorporated in 1957, the City encompasses approximately 9 square miles and serves a population of approximately 55,000 residents. Fountain Valley is characterized by stable residential neighborhoods, commercial corridors, healthcare facilities, educational institutions, regional transportation routes, and critical infrastructure.

The City operates under a Council-Manager form of government and maintains a strong commitment to public safety, fiscal responsibility, and high-quality municipal services.

Fountain Valley Fire Department

The Fountain Valley Fire Department provides all-risk emergency services including fire suppression, advanced life support (ALS) emergency medical services, rescue operations, hazardous materials response, and disaster preparedness.

The Department operates from two fire stations and responds to approximately 8000-8500 service calls annually, with the majority being EMS-related incidents. FVFD maintains an ISO Class 1 rating and is committed to maintaining high operational performance standards consistent with nationally recognized best practices.

The Department is focused on:

- Data-driven decision-making
- Community-centered service delivery
- Regional collaboration
- Workforce sustainability and wellness
- Long-term fiscal responsibility

This study will provide the analytical foundation necessary to align future deployment, staffing, and capital planning with community risk and service expectations.

III. PROJECT DESCRIPTION

The City is requesting a comprehensive Community Risk Assessment (CRA), Standards of Cover (SOC), and integrated Strategic Plan to guide critical service delivery decisions over the next decade. The Fountain Valley Fire Department currently operates from two fire stations serving approximately 9 square miles. The Department is experiencing sustained high call volumes concentrated within a two-station deployment model, resulting in increased unit hour utilization, overlapping incidents, and system reliability pressures. Emergency medical services represent the majority of call demand, with continued upward trends.

Simultaneously, the City is experiencing significant incoming high-density residential and mixed-use development, including vertical and infill projects that will materially alter population density, call distribution, traffic patterns, and overall risk profile.

In addition, the City is evaluating a pending fire station relocation project. Originally conceptualized as a relocation and modernization of an existing station, this capital project is currently being paused to allow for a data-driven determination of whether the community would be better served by:

- A simple relocation and reconstruction of an existing station; or
- A reconfiguration of the deployment model that includes the potential addition of a third fire station to maintain performance standards and system reliability.

This decision carries significant operational, fiscal, and long-term infrastructure implications. Accordingly, the City requires a defensible, data-driven analysis that evaluates:

- Current and projected service demand
- System reliability under current staffing and deployment
- Effective Response Force capability
- Station location modeling and geographic coverall
- Impacts of high-density development on travel times and workload
- Future-state deployment scenarios (2-station vs. 3-station models)
- Associated staffing and capital impacts

The consultant shall provide clear modeling of alternative deployment scenarios, including projected response performance, workload distribution, cost implications, and operational sustainability.

The final product must provide the City Council with objective analysis and strategic clarity necessary to make informed decisions regarding station infrastructure investment, staffing levels, and long-term service delivery configuration.

IV. GENERAL SCOPE OF WORK

The scope of work shall include, but not be limited to, the following components:

A. Community Risk Assessment (CRA)

- Demographic and population trend analysis
- Land use and development patterns
- Hazard identification and risk categorization
- Critical infrastructure and target hazard analysis
- Socioeconomic and vulnerability analysis
- Historical incident and call-type analysis
- EMS demand trends and projections
- Climate and disaster risk considerations
- Community expectations and stakeholder input

B. Standards of Cover (SOC)

- Call volume and workload analysis
- Unit hour utilization and reliability modeling
- Response time performance (turnout, travel, total response)
- Geographic coverage analysis (GIS mapping required)
- First-due and effective response force analysis
- Staffing configuration review
- Apparatus deployment model evaluation
- Station location and distribution assessment
- Automatic aid / mutual aid system analysis
- Compliance review relative to NFPA benchmarks and ISO impact

C. Organizational & Operational Assessment

- Organizational structure review
- Span of control and leadership alignment
- Training and certification capacity
- EMS delivery model evaluation
- Special operations capability assessment
- Community risk reduction programming review

D. Strategic Plan Development

- Facilitation of executive and command-level workshops
- Development of mission, vision, and values alignment (if necessary)
- Identification of strategic priorities (5–10 year horizon)
- Measurable goals, objectives, and performance metrics
- Capital improvement and deployment roadmap
- Staffing and workforce sustainability planning
- Financial impact modeling (high-level)

E. Deliverables

- Draft CRA/SOC report for review
- Final bound and digital CRA/SOC report
- Executive summary suitable for public release
- Strategic Plan document (separate but integrated)
- GIS maps and visual analytics
- City Council presentation

All recommendations shall be prioritized (short-, mid-, and long-term) and include cost-range estimates where feasible.

V. PROPOSAL REQUIREMENTS

A. General Requirements

Inquiries/Questions concerning this request for proposal should be made before 4:00 p.m., PST, on Thursday, April 2, 2026.

If the Proposer is in doubt as to the meaning or finds discrepancies and/or omissions from any part of the RFP and Agreement Documents, the Proposer must submit a written request for clarification via PlanetBids.

All questions regarding this project shall be submitted electronically in PlanetBids up to the Question and Answer (QA) deadline. All project correspondence will be posted in PlanetBids. It is the responsibility of the Proposers to check the website regularly for information updates, clarifications, and addenda. At the Agency's discretion, Proposers requests for clarifications may or may not be responded to.

All revisions of the RFP by the City will be made in writing and will be posted on PlanetBids in accordance with the procurement schedule. Proposers shall electronically acknowledge receipt of all addenda at time of submittal and all addenda so issued shall become part of the RFP and the effects of all Addenda shall be considered in the proposal.

B. Submission of Proposals

Proposals must be received no later **than 4:00 p.m., PST, Monday, April 20, 2026.**

Proposals shall be received in electronic format EXCLUSIVELY at the City of Fountain Valley's electronic bidding (ebidding) site, at: https://pbsystem.planetbids.com/portal/25002/portal-home and are due by the date, and time shown on this solicitation. See "upload instructions" document for details. Files are to be uploaded accordingly:

- Response File: Upload proposal with no cost attached.
- General Attachments: If City request forms, upload under specified file as shown on PlanetBids.
- Cost File: Cost proposal is to be uploaded electronically as a separate file and not attached to the response file.
- Line Item (if required): make sure to input an amount on each item, can use the notes section to clarify your amount.

The following instructions describe the form in which proposals must be presented. Proposal documents must be prepared simply, economically, and provide a straightforward, concise response to the requirements of the RFP. Completeness and clarity of content must be emphasized. The requirements

stated do not preclude proposers from furnishing additional reports, functions, and costs as deemed appropriate.

C. Proposal Content Format

Should contain no more than thirty (30) pages, including cover sheet, Table of contents, exhibits and resumes, single-sided, single column, portrait layout, 1" side margins and 1/2" top and bottom margins, font size no less than 12 pt., and single or double spaced.

- RFP Addenda. Proposers shall check the website for addenda prior to proposing and shall be required to electronically acknowledge receipt of all addenda at time of proposal submittal.

1. Transmittal Letter

The proposal transmittal letter shall be addressed to the Purchasing Officer for the City of Fountain Valley and shall contain the following:

- Name of individual, partnership, company, or corporation submitting proposal.
- Statement that indicates an understanding of the scope of work as presented in this specification and confirmation that all terms and conditions of the RFP are understood and acknowledged by the undersigned.
- Team organization including an organization diagram and time commitment shall be submitted showing all key team members and illustrating the relationship between the City, the manager, and key staff.
- Signature(s) of representative(s) legally authorized to bind the proposer.

2. Company Experience

- Provide a description of your company's experiences (including sub-consultants' experience) in performing similar work, addressing the elements listed above.
- Describe the firm's ability to develop evidence-based staffing and deployment recommendations, including:
    - Staffing models necessary to meet performance objectives
    - Apparatus and resource allocation
    - Organizational and operational adjustments needed to improve system performance
- Describe the firm's experience developing implementable strategic plans for fire departments. The strategic plan produced for this project must include:
    - Clearly defined strategic priorities
    - Measurable performance objectives
    - A five-year implementation roadmap outlining achievable operational improvements
    - Actionable recommendations addressing deployment, staffing, infrastructure, and service delivery

- Respondents should demonstrate their ability to produce plans that are practical, data-driven, and capable of guiding municipal decision-making regarding staffing levels, capital investments, and fire station development.

3. Key Personnel/Past Performance

- Identify and describe the relevant experience and qualifications of the pertinent individuals who would serve as key personnel for various City of Fountain Valley projects.
    - Including their specific experience conducting CRA/SOC analyses, fire department deployment modeling, and strategic planning for municipal fire agencies
- Identify other staff members and/or sub-consultants that would contribute to the project, and their relevant experience.
- Identify availability of key personnel to work on each task described in "General Scope of Work".
- If sub-consultants are used, names of sub-consultants' key personnel for the project, their professional experience, qualifications, and training which are applicable to this project, and the scope of services that will be provided by each sub-consultant.
- Any changes to personnel assigned to this project shall be made in writing to CITY. CITY reserves the right to reject any proposal with modified personnel.
- The office location from which the consultant(s) shall operate.

4. Approach and Schedule

- Discuss your company's ability to provide desired services, addressing the elements listed under "General Scope of Work".
- Describe how your company would ensure City requests are completed in a timely manner.
- Describe the firm's approach to evaluating fire department deployment systems, including:
    - Analysis of historical incident data and service demand
    - Evaluation of unit hour utilization, workload balance, and service reliability
    - Response time performance analysis relative to NFPA and industry standards
    - Identification of system inefficiencies or deployment gaps
- Describe Station Location and Future System Design
    - Explain the firm's methodology for evaluating the optimal placement of current and future fire stations, including tools and modeling techniques used to evaluate response coverage, travel time modeling, and future service demand.
    - The consultant shall demonstrate experience using GIS-based analysis, system performance modeling, or equivalent analytical tools to identify optimal station

locations and evaluate the potential need for additional fire stations.

5. **Understanding of Project Components**
   - Identify objectives/tasks that you feel are key to the success of the project; this may include items not already identified in this Request for Proposal. References for protocols and methods are encouraged.

6. **Quality Control**
   - Describe the standards and methods used by the company to assure useful quality deliverables of this nature to the client.
   - Describe how your firm will address concerns or deficiencies in quality control and deliverables and give a specific example.

7. **References**
   - Provide descriptions and references of at least three (3) comparable projects completed within the past ten (10) years involving Community Risk Assessments, Standards of Cover analyses, and/or fire department strategic planning. For each project, include:
     - Include contact names, company/agency, jurisdiction size and telephone numbers for each.
     - Identify key personnel listed on this proposal who have worked on the reference projects.
     - Outcomes and recommendations provided, including staffing, apparatus deployment, or station location recommendations

8. **Cost** / **Fee** (*submit as a separate document, not attached to the Proposal/Response file*)

   Compensation for services provided shall be based upon the Contractor's detailed fee proposal.
   - Identification of all costs Consultant/Vendor will charge for performing the tasks necessary to accomplish the objectives of this RFP. The costs must break out all expenses expected to be billed to the City. Cost proposal shall include the estimated number of project work hours by each task/requirement, and the cost of each task/requirement. A list of hourly rates of proposed project team members shall also be included along with any other fees that may be applicable and billed. Cost is to be listed out for the term of the contract.

   - Firms shall provide complete cost and billing schedules of current hourly billing rates for each specialized skill, material, and support services.

   - A work program together with a breakdown of labor hours by employee billing classification together with the cost of non-labor and sub-contractor services shall be included with the fee proposal. The labor

breakdown shall be compiled based upon a listing of work tasks that correlates with the firm's defined scope of work for project proposal. This information will be used by the City staff to evaluate and compare the reasonableness of the fee schedule and may be used in determining the total cost for the proposed work.

- The service contract will be for a period of 6 months.

V. GENERAL REQUIREMENTS

A. DISCLAIMER

This RFP does not commit the City to award a contract, or to pay any costs incurred in the preparation of the proposal. The City reserves the right to extend the due date for the proposal, to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Contractor, or to cancel this RFP in part or in its entirety. The City may require the selected Contractor to participate in negotiations and to submit such technical, fee, or other revisions of their proposals as may result from Negotiations.

VI. TENTATIVE SCHEDULE OF EVENTS

The following is the Schedule of events that the City plans to follow in conducting this solicitation:

Event	Tentative Date
Issuance of RFP	Friday, March 20, 2026
Clarification Questions Due by:	Thursday, April 2, 2026
Due Date for Proposals	Monday, April 20, 2026
Interviews of Finalists, *if applicable*	Week of May 11, 2026
Tentative Selection and City Council Award	Tuesday, June 2, 2026
Begin Project	Wednesday, July 1, 2026

VII. PROPOSAL EVALUATION, INTERVIEWS AND AWARD PROCESS

A. Evaluation Criteria

Award will be based upon a review and evaluation by a committee designated by the Purchasing Officer. Each proposal will be evaluated based on the following criteria but not limited to.

General approach and work plans to meet the requirements of the specified City objectives described in the RFP. Depth of proposer's understanding of City's requirements and overall quality of work plan and clarity. Understanding of compliance with all Federal, State and County health regulations.

Qualifications and experience of the project manager and other key individuals.

The contractor's /consultant's past performance on projects of similar size and scope.

Cost & Price. Reasonableness of rates; competitiveness with other offers received; adequacy of data in support of figures quoted.

B. Interviews

If interviews are needed. A few days' notice will be sent via email to the proposer. An interview may not be required or needed to award a contract.

C. Evaluation Procedure

An evaluation committee will be appointed to review all proposals received for this RFP. The committee is chaired by the Purchasing Officer, comprised of City staff and may include outside personnel. The committee members will evaluate the written proposals using the evaluation criteria identified. A list of top ranked proposals, firms within a competitive range, will be developed based upon the totals of each committee members' score for each proposal. During the evaluation period, the City may interview some or all of the proposing firms. The City has established **the week of May 11, 2026** as the date(s) to conduct interviews. All prospective Proposers are asked to keep these dates available. No other interview dates will be provided, therefore, if a Proposer is unable to attend the interview on the selected date(s), its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Proposer after which the evaluation committee will ask questions related to the firm's proposal and qualifications. At the conclusion of this interview process, the evaluation committee will provide a recommendation for award and the proposer being recommended will receive a notice of intent to award pending successful negotiations and contract preparation. Upon successful completion of this process, a recommendation will be made to the City Council, based on the contract, for their review and consent and unsuccessful firms will be notified.

D. Notification of Awards

The successful proposer will be required to execute a Contract agreement, **See "Draft Contract",** with the City, which is subject to formal approval by the Fountain Valley City Council. The proposer will also be required to purchase a City Business License annually during the duration of the contract.

Exhibit “B”
Insurance Specifications

EXHIBIT "B"
INSURANCE SPECIFICATIONS

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

General liability insurance. CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. The policy shall name the City of Fountain Valley, and its officers, officials, employees, agents, and volunteers as additional insureds.

Umbrella or excess liability insurance. *[If required to meet higher limits]*.

Umbrella liability insurance requirements. CONSULTANT shall obtain and maintain an umbrella liability insurance policy that offers comprehensive coverage. This policy must include coverage for bodily injury, personal injury, and property damage, and it should extend to encompass commercial general liability, automobile liability, and employer's liability. The policy must incorporate the following terms and conditions:

• Drop-down feature. This feature activates if any primary insurance becomes partially or wholly uncollectible for any reason, excluding the bankruptcy or insolvency of the primary insurer.
• Claims handling. Coverage must be administered on a "pay on behalf of" basis, as opposed to reimbursement model, to ensure direct payment of claims by the insurer.
• Concurrency of coverage. The policy effective dates must align with those of the underlying primary insurance policies to ensure continuous coverage.

Excess liability insurance requirements. The CONSULTANT shall obtain and maintain an excess liability insurance policy. This policy must be structured to provide additional coverage over the CONSULTANT's existing commercial general liability, automobile liability, and employer's liability policies. The requirements for the policy are as follows:

- Follow-form coverage. The policy adheres strictly to the terms and conditions of the underlying policies, ensuring seamless integration of coverage.
- Drop-down provision. This provision states that the excess policy will respond as primary coverage in the event that the underlying insurer is unable to pay a claim due to insolvency, unless an insolvency exclusion specifically applies.
- Claims handling. Coverage must be administered on a "pay on behalf of"

basis, as opposed to a reimbursement model, to ensure direct payment of claims by the insurer.

- Concurrency of coverage. The policy effective dates must align with those of the underlying policies to prevent any gaps in coverage.

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

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

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

Other provisions or requirements

Proof of insurance. CONSULTANT shall provide certificates of insurance and required endorsements to CITY as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by CITY prior to commencement of performance. Current certification of insurance shall be kept on file with CITY for the contract period and any additional length of time required thereafter. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. CONSULTANT shall procure and maintain for the contract period and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss, which may arise from or in connection with the performance of the work hereunder by CONSULTANT, their agents, representatives, employees, or subconsultants/ subcontractors. If this AGREEMENT involves construction, CONSULTANT must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

Primary/noncontributing. Coverage provided by CONSULTANT shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to

contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by CITY.

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

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

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits on other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONSULTANT maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

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

each required coverage. If any of the CONSULTANT's insurers are unwilling to provide such notice, then Consultant shall have the responsibility of notifying the CITY immediately in the event of CONSULTANT's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

Additional insured status. General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. CONSULTANT agrees to ensure that its subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by CONSULTANT (hereinafter collectively "subcontractor"), provide the same minimum insurance coverage and endorsements required of CONSULTANT. CONSULTANT agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event CONSULTANT's subcontractor cannot comply with this requirement, which proof must be submitted to the CITY, CONSULTANT shall be required to ensure that its subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with subcontractor's scope of work and services, with limits less than required of the CONSULTANT, but in all other terms consistent with the CONSULTANT's requirements under this agreement. This provision does not relieve the CONSULTANT of its contractual obligations under the agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide CONSULTANT with the ability to utilize a subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the CONSULTANT under this agreement given the limited scope of work or services provided by the subcontractor. CONSULTANT agrees that upon request, all agreements with subcontractors, and others engaged in the project, will be submitted to CITY for review.

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

Self-insured retentions. Any self-insured retentions must be declared to and approved

by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter. Self-insurance will not be considered to comply with these specifications unless approved by CITY.

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

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

CITY OF FOUNTAIN VALLEY
CITY COUNCIL
COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: June 2, 2026

SUBJECT: Annual Military Equipment Report Per California Assembly Bill 481

Three-Year Strategic Goals

☐ Cultivate a welcoming culture and safe environment that makes our community "A Nice Place to Live."
☐ Ensure long-term fiscal stability by evaluating processes, and attract and retain revenue producing businesses/opportunities.
☐ Attract and retain quality staff through best practices and trends.
☐ Maintain, build, plan for, and modernize infrastructure to support the growth and future needs of the City.
☒ Not applicable.

EXECUTIVE SUMMARY

Assembly Bill 481 requires City Council approval of the Annual Military Equipment Report.

DISCUSSION

On June 21, 2022, the City Council adopted Ordinance 1585 (Attachment 1), approving a Military Equipment Use Policy – FVPD Policy 707 (Attachment 2), pursuant to Assembly Bill 481 ("AB 481"). In accordance with AB 481 and FVPD Policy 707, a military equipment report must be submitted to the City Council annually for each type of military equipment approved within one (1) year of authorization, and annually thereafter, for as long as the military equipment is available for use. In compliance with AB 481, outlined below is the 2026 Annual Military Equipment Report.

Background

On September 30, 2021, AB 481 required law enforcement agencies to adopt a military equipment use policy (Policy 707). The Fountain Valley Police Department complied with AB 481 and adopted Ordinance No. 1585 approving Policy 707.

AB 481 also requires law enforcement agencies to submit to the City Council an Annual Military Equipment Usage Report ("Annual 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 Annual Report, a well-publicized and community engagement meeting must be held to allow for public comments.

To meet the requirements of the Annual Military Equipment Usage Report pursuant to AB 481 and Government Code § 7072, the Annual Report must include the following information for the preceding calendar year for each type of military equipment:

- A summary of how the military equipment was used and its purpose.
- A summary of any complaints or concerns received regarding the military equipment.
- The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
- 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.
- The quantity possessed for each type of military equipment.
- If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

Military Equipment Use in 2025

During 2025, the Fountain Valley Police Department utilized drones on 354 incidents. (See Attachment 3.)

On June 14, 2025, the FVPD Rapid Response Team (RRT) activated and staged at Anaheim PD, in response to possible civil unrest regarding ICE protests throughout Orange County. The team was ultimately recalled without action once the unrest subsided. No deployment of FVPD personnel or equipment was deployed from the staging location.

On February 2, 2025, FVPD Officers responded as a part of the regionalized West County SWAT Team, to assist Garden Grove and Anaheim PD with a large-scale marathon in those communities. No reportable incidents occurred.

On April 23, 2025, FVPD Officers responded as part of the regionalized West County SWAT Team to assist Garden Grove and Anaheim PD with a high-risk criminal search warrant with a nexus to Fountain Valley. No reportable incidents occurred.

Complaints or Concerns

During 2025, the Fountain Valley Police Department did not receive any complaints or concerns related to the use of military equipment.

Internal Audit Results

An audit was conducted of all related equipment. No military use policy violations were discovered/reported.

Equipment Purchased in 2025

In 2025, the Fountain Valley Police Department acquired UAS (drones):

- May 2025 - Two (2) Advexure Unmanned Systems DJI Avata 2 Drones with related equipment were purchased for a total cost (for both drones and all equipment) of $3,823.74. All associated personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs were/are accounted for in the established FVPD operations budget.

Intention to Purchase Additional Equipment in 2026
The Fountain Valley Police Department intends to acquire:

June 2026 - One (1) DJI Matrice 4 UAS (drone) and related equipment via donation from Fountain Valley Woman's Club for the amount of $8,884.89.

Public Hearing: Fountain Valley Police Department gives strong consideration to the public's welfare, safety, civil rights, and civil liberties. In a continued effort for greater transparency, the Department places a high regard on meaningful public input related to the use of military equipment in our community.

Department policy requires the Fountain Valley Police Department to hold at least one well-publicized and conveniently located community engagement meeting where community members may discuss and ask questions regarding the Annual Military Equipment Report. Meetings must be held within 30 days of posting this report on the Department website. The Fountain Valley Police Department will provide this opportunity on June 3, 2026, at 6:00 pm, during the City's regularly scheduled City Council meeting.

In compliance with the requirements of AB 481, this staff report, which includes the Annual Report, and the policy, was published on the Department's website as of May 26, 2026.

FISCAL REVIEW
There is no fiscal impact related to this item.

PUBLIC NOTIFICATION
Public notification will be made via Council presentation on June 2, 2026, through the regular agenda process.

ATTORNEY REVIEW
The Attorney(s) for the City have reviewed this report and concur with the recommended action.

ALTERNATIVES

Alternative No. 1: There are no reasonable alternatives that can achieve the same objectives of officer and civilian safety.

RECOMMENDATION

Staff recommends that the City Council approve the Annual Military Equipment Report per Assembly Bill 481.

Prepared by: Mike Parsons, Lieutenant

Approved by: Craig Heredia, Chief of Police

Legal Review: Colin Burns, Attorney for the City

Approved by: Maggie Le, City Manager

Attachments:

1. Ordinance 1585
2. Policy 707, Military Equipment
3. 2025 Usage Report
4. 2025 Military Equipment Inventory List

ORDINANCE NO. 1585

AN ORDINANCE OF THE FOUNTAIN VALLEY CITY COUNCIL ADOPTING A MILITARY EQUIPMENT USE POLICY

WHEREAS on September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481, relating to the use of military equipment by law enforcement agencies; and

WHEREAS Assembly Bill 481, codified at California Government Code sections 7070 through 7075, requires law enforcement agencies to obtain approval of the applicable governing body, by an ordinance adopting a "military equipment" use policy, at a regular meeting held pursuant to open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment. The term "military equipment" is defined in California Government Code section 7070; and

WHEREAS Assembly Bill 481 allows the governing body of a city to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it makes specified determinations; and

WHEREAS the proposed military equipment use policy is found within Fountain Valley Police Department Policy 707; and

WHEREAS Fountain Valley Police Department Policy 706 was published on the Fountain Valley Police Department's internet website and presented to City Council on April 5, 2022; and

WHEREAS the military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety; and

WHEREAS the proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties; and

WHEREAS if purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety; and

WHEREAS prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

NOW, THEREFORE, THE FOUNTAIN VALLEY CITY COUNCIL DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. That section 2.22.140 is added to the Fountain Valley Municipal Code to read as follows:

"2.22.140 Military Equipment Use Policy. Pursuant to Government Code Section 7070 et seq., the City has adopted a military equipment use policy. The City Council has reviewed the military use policy prepared by the Fountain Valley Police Department and approves of the same. This policy shall be reviewed at least annually by the City Council in accordance with the law."

Section 2. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council declares that it would have passed this ordinance and each and every section, subsection, sentence, clause or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

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

PASSED, APPROVED AND ADOPTED by the Fountain Valley City Council at a regular meeting on the 21st of June, 2022 by the following vote:

Ayes:	Bui, Grandis, Vo, Constantine, Harper
Nays:	None
Absent:	None
Abstain:	None

ATTEST

Rick Miller
City Clerk

Patrick Harper
Mayor

APPROVED TO FORM:

Colin Burns
Attorney for the City

Military Equipment

707.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072). This policy is provided to fulfill the obligations set forth in Assembly Bill No. 481. These obligations include but are not limited to seeking approval on specific items deemed to be military equipment and requirements related to compliance, annual reporting, cataloging, and complaints regarding these items.

707.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- 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.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- Area denial electroshock devices, microwave weapons, water cannons, long-range acoustic devices (LRADs), acoustic hailing devices, and sound cannons.
- Kinetic energy weapons and munitions.

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- Any other equipment as determined by a governing body or a state agency to require additional oversight.

707.2 POLICY

It is the policy of the Fountain Valley Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment. It is the policy of the Fountain Valley Police Department that there are legally enforceable safeguards, including transparency, oversight, and accountability measures in place to protect the public's welfare, safety, civil rights, and civil liberties before military equipment is funded, acquired, or used.

707.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police designates the Support Services Bureau Lieutenant to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

(a) Acting as liaison to the governing body for matters related to the requirements of this policy.

(b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.

(c) Conducting an inventory of all military equipment at least annually.

(d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Fountain Valley Police Department (Government Code § 7071).

(e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:

1. Publicizing the details of the meeting.
2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.

(f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).

(g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

707.4 MILITARY EQUIPMENT USE CONSIDERATIONS

The military equipment acquired and authorized by the Department is:

(a) Necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

(b) Reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

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Military equipment shall only be used by a Department employee after applicable training, including any course required by the Commission on Peace Officer Standards and Training (POST), has been completed, unless exigent circumstances arise.

707.5 MILITARY EQUIPMENT REPORTING CONSIDERATIONS

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the City Council for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

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:

(a) A summary of how the military equipment was used and the purpose of its use.

(b) A summary of any complaints or concerns received concerning the military equipment.

(c) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.

(d) 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.

(e) The quantity possessed for each type of military equipment.

(f) If the Department intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

Within 30 days of submitting and publicly releasing an annual military equipment report, the Department 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 Fountain Valley Police Department's funding, acquisition, or use of military equipment. This shall occur as a part of the Department's presentation to the City Council.

707.6 CATALOGING OF MILITARY USE EQUIPMENT

All military use equipment kept and maintained by the Fountain Valley Police Department shall be cataloged in a way which addresses each of the following requirements:

1. The manufacturer's description of the equipment.
2. The capabilities of the equipment.

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3. The purposes and authorized uses for which the Department proposes to use the equipment.
4. The expected lifespan of the equipment.
5. The fiscal impact of the equipment, both initially and for on-going maintenance.
6. The quantity of the equipment, whether maintained or sought.

707.7 COMPLIANCE

All supervisors will ensure that all Department members comply with this policy and the Support Services Bureau Lieutenant will conduct an annual audit. The Chief of Police or designee will be notified of any policy violations and, if needed, the violation(s) will be handled in accordance with Policy 1009 (Personnel Complaints). Any member of the public can register a question or concern regarding military use equipment by contacting the Fountain Valley Police Department via telephone, (714) 593-4485.A response to the question or concern shall be completed by the Department in a timely manner.

Any member of the public can submit a complaint to any member of the Department and in any form (i.e., in person, telephone, email, etc.). Once the complaint is received, it shall be in accordance with the Personnel Complaints Policy.

707.8 FUNDING

The Department shall obtain City Council approval, by an ordinance adopting a new or revised military equipment use policy, prior to seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting, or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

The Department has authority to apply for funding prior to obtaining City Council approval in the case of exigent circumstances.In such case, the Department shall obtain City Council approval as soon thereafter as practicable.In seeking such approval, the Support Services Bureau Lieutenant will submit to the City Council a report explaining the nature of the exigency and why prior approval could not be obtained.

707.9 MILITARY EQUIPMENT INVENTORY

The following constitutes an inventory of previously purchased equipment for the Fountain Valley Police Department deemed to be military and militaristic as defined by this policy.

1. Unmanned Aircraft System (UAS)

   A UAS is an unmanned aircraft and the equipment necessary for the safe and efficient operation of the aircraft. An unmanned aircraft is a component of a UAS. It is defined by statute as an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft.

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Current Inventory:

Autel EVO II Pro

Description: UAS with a single-color camera, weighs approx. 2.6 pounds and has video recording capabilities, approx. 40 minutes of flight time.

Quantity: 1

Purchase Price: $2,447.00

DJI Mini 2

Description: UAS that has a color camera. Capable of video recording and weighs 242 grams, approx. 30 minutes of flight time.

Quantity: 1

Purchase Price: $625.00

DJI Avata 2

Description: UAS with single-color camera, weighs approx. 377 grams and has video recording capabilities, approx. 23 minutes of flight time.

Quantity: 4

Purchase Price: $7,200

DJI Mavic 3 Thermal Enterprise

Description: UAS with tri-camera (wide, tele, thermal), weighs approx. 915 grams and has video recording capabilities, approx. 45 minutes of flight time.

Quantity: 2

Purchase Price: $14,000.00

Purpose: To be deployed when its view would assist officers or incident commanders in situations which include but not limited to:

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(a) major collision investigations

(b) search for missing persons

(c) natural disaster management

(d) crime scene photography

(e) SWAT, tactical or other public safety and life preservation missions

(f) In response to specific requests from local, state, or federal fire authorities for fire response and/or prevention.

Authorized Use: Only assigned operators who have completed the required training shall be permitted to operate any UAS during approved missions.

Expected Life Span: All UAS equipment, 3-5 years.

Fiscal Impact: Annual maintenance and battery replacement cost is approximately $700.00.

Training Required: All Department UAS operators are licensed by the Federal Aviation Administration for UAS operation. In addition, each operator must attend a 40-hour department training and ongoing quarterly training.

Legal and Procedural Rules: Use is established under Policy 606, FAA Regulation 14 CFR Part 107, and the City of Fountain Valley UAS policy. It is the policy of the Fountain Valley Police Department to utilize UAS only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law.

2. Distraction Devices

A device used to distract dangerous persons.

Current Inventory:

COMBINED TACTICAL SYSTEMS (CTS), MODEL 7290 FLASH BANG

Description: This is the standard diversionary flash-bang device.It is non-bursting, non-fragmenting single use device that produces a 175db and 6-8 million candela of light output.It is ideal for distracting potentially dangerous suspects during assaults, hostage rescue, building/room entry or other high-risk arrest situations.

Quantity: 14

Purchase Price: $45 each

Purpose: A distraction device is ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations. It produces atmospheric overpressure and brilliant white light and, as a result, can cause short-term (6 - 8 seconds) physiological/psychological sensory deprivation to give officers a tactical advantage.

Authorized Use: Diversionary Devices shall only be used:

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(a) By officers who have been trained in their proper use.

(b) In hostage and barricaded subject situations.

(c) In high-risk warrant (search/arrest) services where there may be extreme hazards to officers.

(d) During other high-risk situations where their use would enhance officer safety.

(e) During training exercises.

Expected Lifespan: 5 years.

Fiscal Impact: No annual maintenance.

Training: Prior to use, officers must attend diversionary device training that is conducted by POST certified instructors.

Legal and Procedural Rules: Use is established under West County SWAT policy and procedure. It is the policy of SWAT to utilize diversion devices only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

3. 40 MM Launchers and Rounds

40MM Launchers are utilized by department personnel as a less lethal tool to launch impact rounds.

Current Inventory:

LMT DEFENSE TECHNOLOGY, 40MM SINGLE SHOT LAUNCHER

Description: The 40MM Single Launcher is a tactical single shot launcher that features an collapsible stock and picatinny upper receiver optic/light rail. It will fire standard 40mm less lethal ammunition, up to 4.8 inches in cartridge length. It will launch a 40mm less lethal round up to approximately 131 feet and is only authorized to be used by personnel who have attended a POST approved Less Lethal course.

Quantity: 3

Purchase Price: $900 each

DEFENSE TECHNOLOGY, 40MM EXACT IMPACT SPONGE

Description: A less lethal 40mm lightweight plastic and foam projectile fired from a single or multi-round purpose built 40mm grenade launcher with a rifled barrel at 325 FPS. The 30-gram foam projectile delivers 120 ft/lbs. of energy on impact. The 40mm Exact Impact Sponge Round provides accurate and effective performance when fired from the approved distance of not less than five (5) feet and as far as 131 feet from the target.

Quantity: 62

Purchase Price: $26.25 each

DEFENSE TECHNOLOGY, 40MM DIRECT IMPACT CS

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Description: A less lethal 40mm lightweight plastic and crushable foam projectile fired from a single or multi-round purpose-built 40mm grenade launcher with a rifled barrel at 295 FPS. The 39-gram crushable foam projectile delivers 120 ft/lbs. of energy upon impact in addition to dispersion of 5 grams of OC irritant. The 40mm Direct Impact OC Round provides accurate and effective performance when fired from the approved distance of not less than five (5) feet and as far as 120 feet from the target.

Quantity: 26

Purchase Price: $30 each

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

Authorized Use: Situations for use of the less lethal weapon systems may include, but are not limited to:

(a) Self-destructive, dangerous and/or combative individuals.

(b) Riot/crowd control and civil unrest incidents.

(c) Circumstances where a tactical advantage can be obtained.

(d) Potentially vicious animals.

(e) Training exercises or approved demonstrations.

Training: Sworn members utilizing 40mm less lethal chemical agents or impact rounds are trained in there use by POST certified less lethal and chemical agent instructors.

Expected Life Span: Defense Technology Launchers - 25 years, Rounds - 5 years.

Fiscal Impact: Annual maintenance is approximately $50 for each launcher.

Legal and Procedural Rules: Use is established under Policy 302.9. It is the policy of the Fountain Valley Police Department to utilize the 40mm only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

4. Less Lethal Shotgun: Less Lethal Shotgun is used to deploy the less lethal 12-gauge Super-Sock Beanbag Round.

REMINGTON 870 LESS LETHAL SHOTGUN

Description: The Remington 870 Less Lethal Shotgun is used to deploy the less lethal 12-gauge Super-Sock Beanbag Round up to a distance of 75 feet. The range of the weapon system helps to maintain space between officers and a suspect reducing the immediacy of the threat which is a principle of De-escalation.

Quantity: 35

Purchase Price: $946 each

Drag Stabilized 12-GAUGE BEANBAG ROUND

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Description: A less lethal 2.4-inch 12-gauge shotgun round firing a ballistic fiber bag filled with 40 grams of lead shot at a velocity of 270-290 feet per second (FPS). Drag Stabilized rounds are discharged from a dedicated 12-gauge shotgun that is distinguishable by a grey butt stock and fore grip. This round provides accurate and effective performance when fired from the approved distance of not fewer than five (5) feet. The maximum effective range of this munition is up to 75 feet from the target. The Drag Stabilized Model is in its deployed state immediately upon exiting the barrel. It does not require a minimum range to "unfold" or "stabilize." The Drag Stabilized Model is an aerodynamic projectile. However, accuracy is relative to the shotgun, barrel length, environmental conditions, and the operator. The Drag Stabilized Model is very accurate. However, effectiveness depends on many variables, such as distance, clothing, stature, and the point where the projectile impacts.

Quantity: 460

Purchase Price: $5 each

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

Authorized Use: Situations for use of the less lethal weapon systems may include, but are not limited to:

(a) Self-destructive, dangerous and/or combative individuals.

(b) Riot/crowd control and civil unrest incidents.

(c) Circumstances where a tactical advantage can be obtained.

(d) Potentially vicious animals.

(e) Training exercises or approved demonstrations.

Expected Life Span: Remington 870 Less Lethal Shotgun- 25 years, Drag Stabilized 12-Gauge beanbag round and Winchester slug rifle rounds - no listed expiration date.

Fiscal Impact: Annual maintenance is approximately $50 for each less-lethal shotgun.

Training: All officers are trained in the 12 gauge less lethal shotgun as a less lethal option by in-service training. SWAT personnel receive additional training internally when they transfer to the unit. SWAT operators who utilize these munitions have been through and successfully completed a POST approved gas school and/or trained in house by POST certified chemical agent instructors for muzzle blast training.

Legal and Procedural Rules: Use is established under Policy 302.9 It is the policy of the Fountain Valley Police Department to utilize the less lethal shotgun only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

Current Inventory:

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DANIEL DEFENSE DDM4.223

Description: lightweight, magazine-fed, gas-operated semi-automatic rifle. Caliber 223, 16-inch barrel.

Quantity: 23

Purchase Price: $2,057.00 per firearm

DANIEL DEFENSE AR-15.223 SHORT BARRELED RIFLE (SBR)

Description: lightweight, magazine-fed, gas-operated automatic rifle. Caliber 223, 11.5-inch barrel.

Quantity: 5

Purchase Price: $2,057.00 per firearm

COLT M16.223

Description: lightweight, magazine-fed, gas-operated semi-automatic rifle. Caliber 223, 14.5-inch barrel.

Quantity: 2

Purchase Price: $2,057.00 per firearm

WINCHESTER.223 REMINGTON 55GR FULL METAL JACKET FRANGIBLE RIFLE ROUND

Description:.223 Remington caliber, Frangible, 55 grain bullet weight, brass cartridge case material.

Quantity: 2,200

Purchase Price: $169.00 (price per 500)

WINCHESTER RANGER.223 55GR (PSP) RIFLE ROUND

Description:.223 caliber, Pointed Soft Point (PSP), 55 grain bullet weight, brass cartridge case material.

Quantity: 9,200

Purchase Price: $297.44 (price per 500)

Purpose: To be used as precision weapons to address a threat with more precision and/or greater distances than a handgun, if present and feasible.

Authorized Use: Only members that are POST certified are authorized to use a rifle.

Expected Life Span: 25 years.

Fiscal Impact: Annual maintenance is approximately $50 for each rifle.

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Training: Prior to using a rifle, officers must be certified by POST instructors in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification two times a year.

Legal and Procedural Rule: Use is established under Policy 303.3.2. It is the policy of the FVPD to utilize rifles only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

5. PepperBall launcher: A device that discharges irritant projectiles

Current Inventory:

PEPPERBALL TAC SF LAUNCHER

Description: A compressed-air powered launcher designed to fire non-lethal PepperBall projectiles.

Quantity: 2

Purchase Price: $1,300.00 each

PEPPERBALL LIVE-X PROJECTILE

Description: The Live Projectile contains a concentrated amount of PAVA pepper powder. One round of LIVE-X contains the equivalent to 10 PepperBall rounds. Discharged from a PepperBall Launcher, the projectile has a velocity of 280-350 FPS. The projectile has a direct impact of 60ft and an area of saturation of 150+ft. The projectile contains 5% PAVA Powder.

Quantity: 300

Purchase Price: $3.00 per projectile

PEPPERBALL GLASS BREAKING PROJECTILE

Description:The Glass Breaking Projectile is a solid polymer projectile used breaking out residential windows and side-glass of automobiles.The projectiles are not intended for use on humans or animals.

Quantity: 0

Purchase Price:$2.00 per projectile

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include but are not limited to:

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(a) Self-destructive, dangerous and/or combative individuals (Exception - Glass Breaking Projectile).

(b) Riot/crowd control and civil unrest incidents (Exception - Glass Breaking Projectile).

(c) Circumstances where a tactical advantage can be obtained.

(d) Potentially vicious animals (Exception - Glass Breaking Projectile).

(e) Training exercises or approved demonstrations.

Authorized Use: Only those officers who have been trained in the use of PepperBall launchers are authorized to use the PepperBall launchers.

Training: Sworn members utilizing PepperBall launchers and projectiles are trained in there use by POST certified less lethal and chemical agent instructors.

Expected Life Span:

(a) PepperBall Tac SF Launcher - 20 years

(b) PepperBall Live-X Projectile - 3 years

(c) PepperBall Glass Breaker – 3 years

Fiscal impact: Annual maintenance is approximately $50 for each PepperBall launcher.

Legal and Procedural Rules: Use is established under Policy 302.3. It is the policy of the FVPD to utilize PepperBall only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

707.10 MILITARY SWAT EQUIPMENT INVENTORY (REGIONALIZED EQUIPMENT NOT IN POSSESSION OF THE FOUNTAIN VALLEY POLICE DEPARTMENT)

The Fountain Valley Police Department participates in the West County Special Weapons and Tactics (SWAT) team, a regional SWAT and Crisis Negotiation Team (CNT) with Officers from the cities of Seal Beach, Los Alamitos, Cypress, and Westminster.

The following constitutes an inventory of previously purchased equipment known to be owned and/or utilized by law enforcement units with which the Fountain Valley Police Department collaborates and/or participates for law enforcement purposes, which are deemed to be military and militaristic as defined by this policy. The equipment in this section is primarily used by the members of the West County SWAT Team.

6. Armored Vehicles

Commercially produced wheeled armored personnel vehicle utilized for law enforcement purposes.

Current Inventory:

LENCO BEARCAT G2

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Description: Armored vehicle that seats 10-12 personnel with open floor plan that allows for rescue of down personnel. It can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of shield and personal body armor. The bearcat was obtained through the UASI group procurement process in 2012, VIN FDAF5HT2BEC98082. The vehicle is currently stored at Westminster Police Department and used by the West County S.W.A.T. during training and S.W.A.T. operations for the region.

Quantity: 2

Purchase Price: (Refer to Westminster and Los Alamitos Police Departments)

Purpose: To be used in response to critical incidents to enhance officer and community safety, improve scene containment and stabilization, and assist in resolving critical incidents.

Authorized Use: The use of armored vehicles shall only be authorized by a watch commander or SWAT commander, based on the specific circumstances of a given critical incident. Armored vehicles shall be used only by officers trained in their deployment and in a manner consistent with Department policy and training.

Expected Lifespan: 25 years.

Fiscal Impact: (Refer to Westminster Police Department).

Training: All driver/operators shall attend formalized instruction and be trained in vehicle operations and practical driving instruction.

Legal and Procedural Rules: It is the policy of the Department to utilize armored vehicles only for official law enforcement purposes, and pursuant to State and Federal law.

Other Notes: The bearcat was obtained through the UASI group procurement process in 2012. The vehicle is currently stored at Westminster Police Department and used by the West County SWAT during training and SWAT operations for the region.

7. MOBILE COMMAND POST VEHICLE (MCP)

A vehicle used mobile office that provides shelter, access to Department computer systems, and restroom facilities during extended events.

Current Inventory:

FREIGHTLINER M2 106 VEHICLE

Description: The MCP can also be utilized for SWAT/CNT and other critical incidents, preplanned large events, searching for missing persons, natural disasters, and community events. After the City of Anaheim UASI group completed the procurement process and the vehicle was built, the City of Cypress took delivery of the MCP on April 19, 2007. The City of Cypress entered into an agreement with the cities of Los Alamitos and Seal Beach to accept, house, utilize and cost-share repairs and routine maintenance for the regional MCP vehicle. The vehicle is currently housed inside a City of Seal Beach fire station (OCFA station

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#48) and is utilized by all three cities for special events that include DUI checkpoints, public relations presentations, and emergency incidents. The vehicle is also the primary command and control platform for West County S.W.A.T. during training and S.W.A.T. operations for the region. The vehicle is staffed with a team of City employees and designated volunteers from all three cities including the West Cities Police Dispatch Communications Center. Cost-sharing for the vehicle is administered by the Cypress Finance Department and each city is billed a third of costs associated with the annual vehicle maintenance and technology service fees.

Quantity: 1

Purchase Price: (Refer to Cypress Police Department)

Purpose: To be used based on the specific circumstances of a given critical incident, large event, natural disaster, or community event that is taking place.

Authorized Use: Only officers trained in their deployment and operations in a manner consistent with Department policy and training are authorized to operate the MCP. Furthermore, only officers who have completed the California State Class B Commercial driving school and become properly licensed will be allowed to drive the MCP. Situations which the MCP is authorized for use would include but not be limited to critical incidents, emergencies, and natural disasters.

Expected Lifespan: The MCP, 20-year lifespan on chassis and vehicle structure. Upgrades needed in 7 years to maintain IT systems.

Fiscal Impact: Annual maintenance cost is approximately $1,000. Cost-sharing for the vehicle is administered by the Cypress Finance Department and each city is billed a third of costs associated with the annual vehicle maintenance and technology service fees.

Training: The driver/operator shall receive training in the safe handling of the vehicle on a closed training course. Once the operator has shown competence in vehicle handling, the driver/operator will drive the vehicle throughout the city with an experienced driver. Driver/ operators shall also undergo California Department of Motor Vehicles commercial vehicle testing.

Legal and Procedural Rules: It is the policy of the Department to use the MCP only for official law enforcement purposes, and in accordance with California State law regarding the operation of motor vehicles.

Other Notes: After the City of Anaheim UASI group completed the procurement process and the vehicle was built, the City of Cypress took delivery of the MCP on April 19, 2007. The City of Cypress entered into an agreement with the cities of Los Alamitos and Seal Beach to accept, house, utilize and cost-share repairs and routine maintenance for the regional MCP vehicle. The vehicle is currently housed inside a City of Seal Beach fire station (OCFA station #48) and is utilized by all three cities for special events that include DUI checkpoints, public relations presentations, and emergency incidents. The vehicle is also the primary command

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and control platform for West County S.W.A.T. during training and S.W.A.T. operations for the region. The vehicle is staffed with a team of City employees and designated volunteers from all three cities including the West Cities Police Dispatch Communications Center. Cost-sharing for the vehicle is administered by the Cypress Finance Department and each city is billed a third of costs associated with the annual vehicle maintenance and technology service fees.

8. Chemical Agent and Smoke Canisters

Canisters that contain chemical agents that are released when deployed.

Quantity: (Refer to Cypress Police Department)

Purchase Price: (Refer to Cypress Police Department)

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to:

1. Self-destructive, dangerous and/or combative individuals.
2. Riot/crowd control and civil unrest incidents.
3. Circumstances where a tactical advantage can be obtained.
4. Potentially vicious animals.
5. Training exercises or approved demonstrations.

Authorized Use: Only officers who have received POST certification in the use chemical agents are authorized to use chemical agents.

Training: Sworn members utilizing chemical agent canisters are certified by POST less lethal and chemical agent instructors.

Expected Lifespan: 5 years from manufacturing date.

Fiscal Impact: No annual maintenance.

Legal and Procedural Rules: The use of chemical agents only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

Other Notes: This equipment is owned and operated by Cypress Police Department and used by the West County SWAT during training and SWAT operations for the region which could result in its deployment and/or use in the City of Fountain Valley.

9. Explosive Breaching Tools

Tools that are used to conduct an explosive breach.

Current Inventory:

KINETIC BREACHING TOOL (KBT) MODEL 3-1000

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Description: The KBT is a powder actuated kinetic energy forced entry tool.It utilizes a crimped blank explosive charge which drives a captive steel impact plate directed at the breach point.The impact plate extends forward out of the clamshell shroud and impacts against the target with a high level of kinetic energy to defeat the entry point or fortification.The impact plate automatically retracts and is reset in the breaching device.The KBT uses semi-automatic cycling, allowing repeated strikes on hardened or multiple targets.The KBT's intended use is for forced entry during high-risk operations with secure entry points and is designed to be operated by a single officer/tactical team member. The KBT weighs 28 lbs. dimensions are 35in. x 9.9in. x 9.3in. and has an audible report of 115dB. The KBT utilizes a proprietary blank cartridge to deliver up to 850ft. lbs. of kinetic energy through the steel ram.There is no projectile or explosive energy that leaves the device except for the force of the ram, which is permanently captured in the breaching device.

Quantity: 1

Purchase Price: (Refer to the Seal Beach Police Department)

Purpose: To safely gain entry into a structure.

Authorized Use: Explosive breaching may only occur after authorization by the Incident Commander or SWAT Commander in the field, and during training exercises.

Expected Lifespan: Kinetic Breaching Tool (KBT) - 30 years. Blank cartridges – 5 years (preferably rotate rounds within 1 year).

Fiscal Impact: No annual maintenance.

Training: All officers who use explosive breaching tools shall attend 40 hours of POST certified explosive breaching instruction and must additionally receive quarterly training for explosive operations.

Legal and Procedural Rules: It is the policy of the Fountain Valley Police Department to utilize breaching tools only for official law enforcement purposes, and pursuant to State and Federal law.

Other Notes: This equipment is owned and operated by Seal Beach Police Department and used by the West County SWAT during training and SWAT operations for the region which could result in its deployment and/or use in the City of Fountain Valley.

10. Long Range Acoustic Device (LRAD)

A high intensity directional acoustical array for long-range, crystal-clear hailing, notification, and an unmistakable warning tone. The LRAD is primarily used as a communication device.

Current Inventory:

GENASYS LONG-RANGE ACOUSTIC DEVICE (LRAD) MODEL 500X

Description: The Genasys Long-Range Acoustic Device (LRAD) is a public address system optimized to the primary range of hearing. The LRAD system can deliver a live or recorded

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voice message with clarity for any operational scenario. LRAD's advanced driver and waveguide technology ensures every broadcast is clearly heard and understood, even above crowd, engine, and background noise. The LRAD 500X is compact, lightweight, and designed for applications ranging from fixed security installations to vehicles and vessels. The 500X is easily mounted and transportable to provide law enforcement long-range communication and safe, scalable non-kinetic escalation of force. The audible range of the LRAD 500X can reach up to 6,561 ft. American Technology Corp. Serial Number: 05984 UASI ASAUA/DHS Number 11-00456.

Quantity: 1

Purchase Price: (Refer to the Westminster Police Department)

Purpose: To be used to issue dispersal orders during crowd and riot control situations or to address the public in the event of civil emergencies, natural disasters, evacuations, and police incidents (e.g., missing persons, perimeters for wanted suspects/ K9 deployments, etc.). The LRAD may also be used to issue a warning tone.

Authorized Use: LRAD use may only occur after the authorization of the Incident Commander or SWAT Commander in the field and/or during training exercises by personnel trained to operate the LRAD.

Expected Lifespan: 25 years with proper maintenance

Fiscal Impact: No annual maintenance.

Training: All officers trained in the use of the LRAD should set up and operate the device.

Legal and Procedural Rules: It is the policy of the Seal Beach Police Department to utilize the Long-Range Acoustic Device (LRAD) only for official law enforcement purposes, and pursuant to State and Federal Law.

Other Notes: This equipment is owned and operated by West County SWAT through the Westminster Police Department, which could result in its deployment and/or use in the City of Fountain Valley.

11. Robots

A remotely controlled unmanned machine that operates on the ground, which is utilized to enhance the safety of the community and officers.

Current Inventory:

TRANSCEND VANTAGE PATROL ROBOT

Description: Transcend's Vantage robot is the world's only double-patented automatic stair and obstacle climbing robot for First Responders. It's the only option for First Responders that want their robot to "just figure it out" on the first attempt to climb stairs, clothes, and junk without the burden of tedious manual controls associated with flippers and other limb systems. This means the Vantage can be used without prior training to enter a

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house or building to see, hear and learn what's happening before sending officers inside. Cameras: Drive Camera (Night Vision), Pan Tilt Zoom (25x zoom, 90/15 degree up/down tilt, auto infrared night vision), FLIR Thermal. 3 hours constant driving, 12 hours monitoring / intermittent driving. 100+ lb. payload, zero degree turning radius, two-way audio (push to talk), key ignition, easy battery swapping (robot and controller).

Quantity: 1

Purchase Price: (Refer to the Westminster Police Department)

Purpose: To be used to remotely gain visual/audio data, deliver HNT phone, open doors, disrupt packages, and clear buildings.

Authorized Use: Only assigned operators who have completed the required training shall be permitted to operate the robot(s) identified above. Use is established by the Bomb Squad Commander or Incident Commander.

Expected Lifespan: 8 to 10 years.

Fiscal Impact: Annual maintenance and battery replacement cost is approximately $500.

Training: All robot operators must complete the FBI's 6-week hazardous device school prior to operating the robot(s) identified above.

Legal and Procedural Rules: It is the policy of the FVPD to utilize a robot only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law.

Other Notes: This equipment is owned and operated by West County SWAT through the Westminster Police Department, which could result in its deployment and/or use in the City of Fountain Valley.

707.11 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from City Council by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to City Council and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by City Council prior to engaging in any of the following (Government Code § 7071):

(a) Requesting military equipment made available pursuant to 10 USC § 2576a.

(b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

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(d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.

(e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.

(f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.

(g) Acquiring military equipment through any means not provided above.

707.12 COORDINATION WITH OTHER JURISDICTIONS

Military equipment used by any member of this Department shall be approved for use and in accordance with this Department policy. Military equipment used by other jurisdictions that are providing mutual aid to this Department shall comply with their respective military equipment use policies in rendering mutual aid.

707.13 MAINTENANCE OF MILITARY USE SUPPLY LEVELS

When stocks of military equipment have reached significantly low levels or have been exhausted, the Department may order up to 10% of stock in a calendar year without City Council approval to maintain essential availability for the Department's needs. Fountain Valley Police Department is authorized to acquire additional stock of items listed here from other law enforcement agencies of California Office of Emergency Services (Cal OES) in the event of an emergency when approved by the Chief of Police or designee.

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Flight Report #2025

Reported flights: **354**
Total Air Time: **37:08:44**
Jan 2025 to Dec 2025

Flight #1	Dec 25th, 2025 11:25PM	Air Time: **00:03:53**	Max Altitude (Feet): **212.3**
		Total Mileage (Feet): **1,453**	Max Distance (Feet): **328**
17026 Buttonwood St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **30.2**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2A** Bat Printed Serial: **4ERPM49EA3HEMH**		Takeoff Bat: **97%** Takeoff mAh: **3879** Takeoff Volts: **16.77**	Landing Bat: **84%** Landing mAh: **3385** Landing Volts: **15.928**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #2	Dec 25th, 2025 11:25PM	Air Time: **00:00:11**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2A** Bat Printed Serial: **4ERPM49EA3HEMH**		Takeoff Bat: **97%** Takeoff mAh: **3908** Takeoff Volts: **16.694**	Landing Bat: **97%** Landing mAh: **3884** Landing Volts: **16.404**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #3	Dec 25th, 2025 11:24PM	Air Time: **00:00:12**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2A** Bat Printed Serial: **4ERPM49EA3HEMH**		Takeoff Bat: **98%** Takeoff mAh: **3949** Takeoff Volts: **16.926**	Landing Bat: **98%** Landing mAh: **3925** Landing Volts: **16.398**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #4	Dec 25th, 2025 12:04AM	Air Time: **00:00:10**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2A** Bat Printed Serial: **4ERPM49EA3HEMH**		Takeoff Bat: **99%** Takeoff mAh: **3997** Takeoff Volts: **16.71**	Landing Bat: **99%** Landing mAh: **3977** Landing Volts: **16.393**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #5	Dec 22nd, 2025 06:53PM	Air Time: **00:09:04**	Max Altitude (Feet): **158.1**
		Total Mileage (Feet): **3,192**	Max Distance (Feet): **868**
Brookhurst-Edinger, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **39.3**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1D** Bat Printed Serial: **4ERPLCKEA2CX7L**		Takeoff Bat: **99%** Takeoff mAh: **3999** Takeoff Volts: **16.752**	Landing Bat: **71%** Landing mAh: **2841** Landing Volts: **15.529**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #6	Dec 18th, 2025 07:58PM	Air Time: **00:09:10**	Max Altitude (Feet): **391.4**
		Total Mileage (Feet): **4,429**	Max Distance (Feet): **920**
9600 Dolphin Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **26.6**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1D** Bat Printed Serial: **4ERPLCKEA2CX7L**		Takeoff Bat: **76%** Takeoff mAh: **3067** Takeoff Volts: **15.896**	Landing Bat: **47%** Landing mAh: **1876** Landing Volts: **14.955**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #7	Dec 18th, 2025 07:57PM	Air Time: **00:00:21**	Max Altitude (Feet): **9.5**
		Total Mileage (Feet): **11**	Max Distance (Feet): **5**
9600 Dolphin Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **27.0**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1D** Bat Printed Serial: **4ERPLCKEA2CX7L**		Takeoff Bat: **78%** Takeoff mAh: **3132** Takeoff Volts: **16.037**	Landing Bat: **77%** Landing mAh: **3085** Landing Volts: **15.636**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #8	Dec 14th, 2025 01:13AM	Air Time: **00:08:27**	Max Altitude (Feet): **393.0**
		Total Mileage (Feet): **12,648**	Max Distance (Feet): **5,589**
4030 W Chandler Ave, Santa Ana, CA 92704, USA Above Sea Level (Feet): **54.5**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2A** Bat Printed Serial: **4ERPM49EA3HEMH**		Takeoff Bat: **99%** Takeoff mAh: **4021** Takeoff Volts: **17.01**	Landing Bat: **73%** Landing mAh: **2954** Landing Volts: **15.684**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #9	Dec 14th, 2025 12:53AM	Air Time: **00:17:00**	Max Altitude (Feet): **351.4**
		Total Mileage (Feet): **13,204**	Max Distance (Feet): **5,502**
4050 W Chandler Ave, Santa Ana, CA 92704, USA Above Sea Level (Feet): **59.2**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2B** Bat Printed Serial: **4ERPLCEEA2CB1L**		Takeoff Bat: **73%** Takeoff mAh: **2948** Takeoff Volts: **15.859**	Landing Bat: **18%** Landing mAh: **732** Landing Volts: **14.558**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #10	Dec 14th, 2025 12:52AM	Air Time: **00:00:17**	Max Altitude (Feet): **6.2**
		Total Mileage (Feet): **20**	Max Distance (Feet): **17**
4050 W Chandler Ave, Santa Ana, CA 92704, USA Above Sea Level (Feet): **58.8**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2B** Bat Printed Serial: **4ERPLCEEA2CB1L**		Takeoff Bat: **74%** Takeoff mAh: **3001** Takeoff Volts: **16.096**	Landing Bat: **73%** Landing mAh: **2965** Landing Volts: **15.612**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #11	Dec 13th, 2025 08:56PM	Air Time: **00:03:09**	Max Altitude (Feet): **16.4**
		Total Mileage (Feet): **124**	Max Distance (Feet): **25**
15948 Sterling Ct, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **59.5**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2B** Bat Printed Serial: **4ERPLCEEA2CB1L**		Takeoff Bat: **85%** Takeoff mAh: **3429** Takeoff Volts: **16.257**	Landing Bat: **75%** Landing mAh: **3024** Landing Volts: **15.706**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #12	Dec 13th, 2025 08:55PM	Air Time: **00:00:48**	Max Altitude (Feet): **9.5**
		Total Mileage (Feet): **88**	Max Distance (Feet): **35**
15948 Sterling Ct, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **59.3**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2B** Bat Printed Serial: **4ERPLCEEA2CB1L**		Takeoff Bat: **88%** Takeoff mAh: **3556** Takeoff Volts: **16.384**	Landing Bat: **85%** Landing mAh: **3452** Landing Volts: **16.037**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #13	Dec 13th, 2025 08:53PM	Air Time: **00:00:18**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2B** Bat Printed Serial: **4ERPLCEEA2CB1L**		Takeoff Bat: **89%** Takeoff mAh: **3609** Takeoff Volts: **16.463**	Landing Bat: **88%** Landing mAh: **3573** Landing Volts: **16.081**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #14	Dec 13th, 2025 08:53PM	Air Time: **00:00:26**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2B** Bat Printed Serial: **4ERPLCEEA2CB1L**		Takeoff Bat: **91%** Takeoff mAh: **3667** Takeoff Volts: **16.663**	Landing Bat: **89%** Landing mAh: **3614** Landing Volts: **16.152**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #15	Dec 12th, 2025 06:41AM	Air Time: **00:02:43**	Max Altitude (Feet): **327.4**
		Total Mileage (Feet): **1,832**	Max Distance (Feet): **780**
9539 Gardenia Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **31.1**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2B** Bat Printed Serial: **4ERPLCEEA2CB1L**		Takeoff Bat: **99%** Takeoff mAh: **4041** Takeoff Volts: **16.963**	Landing Bat: **91%** Landing mAh: **3688** Landing Volts: **16.103**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #16	Dec 12th, 2025 06:18AM	Air Time: **00:22:19**	Max Altitude (Feet): **390.4**
		Total Mileage (Feet): **11,520**	Max Distance (Feet): **927**
9539 Gardenia Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **31.1**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2A** Bat Printed Serial: **4ERPM49EA3HEMH**		Takeoff Bat: **97%** Takeoff mAh: **3884** Takeoff Volts: **16.627**	Landing Bat: **22%** Landing mAh: **860** Landing Volts: **14.669**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #17	Dec 12th, 2025 06:17AM	Air Time: **00:00:19**	Max Altitude (Feet): **6.9**
		Total Mileage (Feet): **56**	Max Distance (Feet): **56**
9526 Gardenia Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **31.1**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2A** Bat Printed Serial: **4ERPM49EA3HEMH**		Takeoff Bat: **98%** Takeoff mAh: **3946** Takeoff Volts: **16.726**	Landing Bat: **97%** Landing mAh: **3909** Landing Volts: **16.222**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #18	Dec 7th, 2025 10:12AM	Air Time: **00:11:00**	Max Altitude (Feet): **241.5**
		Total Mileage (Feet): **6,518**	Max Distance (Feet): **2,969**
7501 Edinger Ave, Huntington Beach, CA 92647, USA Above Sea Level (Feet): **23.4**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2B** Bat Printed Serial: **4ERPLCEEA2CB1L**		Takeoff Bat: **98%** Takeoff mAh: **3964** Takeoff Volts: **16.562**	Landing Bat: **63%** Landing mAh: **2535** Landing Volts: **15.374**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #19	Dec 7th, 2025 09:35AM	Air Time: **00:24:56**	Max Altitude (Feet): **291.0**
		Total Mileage (Feet): **6,629**	Max Distance (Feet): **1,442**
7501 Edinger Ave, Huntington Beach, CA 92647, USA Above Sea Level (Feet): **23.3**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2D** Bat Printed Serial: **4ERPLCKEA2CWX2**		Takeoff Bat: **99%** Takeoff mAh: **3920** Takeoff Volts: **16.888**	Landing Bat: **16%** Landing mAh: **632** Landing Volts: **14.638**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #20	Dec 7th, 2025 09:08AM	Air Time: **00:22:35**	Max Altitude (Feet): **364.5**
		Total Mileage (Feet): **10,484**	Max Distance (Feet): **1,907**
7501 Edinger Ave, Huntington Beach, CA 92647, USA Above Sea Level (Feet): **20.7**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1A** Bat Printed Serial: **4ERPLCHEA2CP4U**		Takeoff Bat: **89%** Takeoff mAh: **3583** Takeoff Volts: **16.526**	Landing Bat: **17%** Landing mAh: **661** Landing Volts: **14.612**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #21	Dec 7th, 2025 08:41AM	Air Time: **00:26:07**	Max Altitude (Feet): **210.3**
		Total Mileage (Feet): **10,289**	Max Distance (Feet): **3,612**
7501 Edinger Ave, Huntington Beach, CA 92647, USA Above Sea Level (Feet): **20.8**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1B** Bat Printed Serial: **4ERPLCEEA2CB2S**		Takeoff Bat: **100%** Takeoff mAh: **3919** Takeoff Volts: **16.954**	Landing Bat: **16%** Landing mAh: **625** Landing Volts: **14.618**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #22	Dec 7th, 2025 08:14AM	Air Time: **00:25:41**	Max Altitude (Feet): **292.3**
		Total Mileage (Feet): **12,077**	Max Distance (Feet): **2,904**
7501 Edinger Ave, Huntington Beach, CA 92647, USA Above Sea Level (Feet): **21.0**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1C** Bat Printed Serial: **4ERPLCKEA2CX3M**		Takeoff Bat: **99%** Takeoff mAh: **4003** Takeoff Volts: **16.798**	Landing Bat: **17%** Landing mAh: **660** Landing Volts: **14.594**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #23	Dec 7th, 2025 07:46AM	Air Time: **00:26:39**	Max Altitude (Feet): **295.6**
		Total Mileage (Feet): **10,364**	Max Distance (Feet): **2,899**
7473 Edinger Ave, Huntington Beach, CA 92647, USA Above Sea Level (Feet): **19.7**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1D** Bat Printed Serial: **4ERPLCKEA2CX7L**		Takeoff Bat: **99%** Takeoff mAh: **4066** Takeoff Volts: **16.689**	Landing Bat: **18%** Landing mAh: **714** Landing Volts: **14.66**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #24	Nov 29th, 2025 06:47PM	Air Time: **00:00:00**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **2**	Max Distance (Feet): **8**
Brookhurst-Ellis, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **22.1**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1B** Bat Printed Serial: **4ERPLCEEA2CB2S**		Takeoff Bat: **20%** Takeoff mAh: **822** Takeoff Volts: **14.874**	Landing Bat: **20%** Landing mAh: **818** Landing Volts: **14.862**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #25	Nov 29th, 2025 06:41PM	Air Time: **00:04:35**	Max Altitude (Feet): **4.9**
		Total Mileage (Feet): **72**	Max Distance (Feet): **9**
Brookhurst-Ellis, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **22.3**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1B** Bat Printed Serial: **4ERPLCEEA2CB2S**		Takeoff Bat: **42%** Takeoff mAh: **1730** Takeoff Volts: **15.19**	Landing Bat: **21%** Landing mAh: **858** Landing Volts: **14.614**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #26	Nov 29th, 2025 06:24PM	Air Time: **00:07:25**	Max Altitude (Feet): **3.6**
		Total Mileage (Feet): **119**	Max Distance (Feet): **39**
Brookhurst-Ellis, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **21.5**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1B** Bat Printed Serial: **4ERPLCEEA2CB2S**		Takeoff Bat: **88%** Takeoff mAh: **3636** Takeoff Volts: **16.403**	Landing Bat: **54%** Landing mAh: **2217** Landing Volts: **15.109**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #27	Nov 29th, 2025 06:22PM	Air Time: **00:01:31**	Max Altitude (Feet): **9.5**
		Total Mileage (Feet): **89**	Max Distance (Feet): **41**
18480 Brookhurst St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **21.5**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1B** Bat Printed Serial: **4ERPLCEEA2CB2S**		Takeoff Bat: **95%** Takeoff mAh: **3923** Takeoff Volts: **16.796**	Landing Bat: **88%** Landing mAh: **3663** Landing Volts: **16.073**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #28	Nov 29th, 2025 06:19PM	Air Time: **00:01:33**	Max Altitude (Feet): **9.8**
		Total Mileage (Feet): **115**	Max Distance (Feet): **41**
18480 Brookhurst St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **20.9**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1B** Bat Printed Serial: **4ERPLCEEA2CB2S**		Takeoff Bat: **100%** Takeoff mAh: **4126** Takeoff Volts: **17.023**	Landing Bat: **95%** Landing mAh: **3942** Landing Volts: **16.475**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #29	Nov 28th, 2025 08:10AM	Air Time: **00:05:48**	Max Altitude (Feet): **285.1**
		Total Mileage (Feet): **788**	Max Distance (Feet): **238**
16516 Mt Sherrod Cir, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **34.2**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T-SP-3** Bat Printed Serial: **4ERKLCQ6G40MQ5**		Takeoff Bat: **93%** Takeoff mAh: **4321** Takeoff Volts: **16.816**	Landing Bat: **78%** Landing mAh: **3606** Landing Volts: **16.074**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #30	Nov 28th, 2025 07:41AM	Air Time: **00:28:08**	Max Altitude (Feet): **383.5**
		Total Mileage (Feet): **3,251**	Max Distance (Feet): **1,925**
16713 Sequoia St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **32.0**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T-SP-2** Bat Printed Serial: **4ERKLCQ6G40P75**		Takeoff Bat: **93%** Takeoff mAh: **4380** Takeoff Volts: **16.767**	Landing Bat: **16%** Landing mAh: **748** Landing Volts: **14.604**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #31	Nov 28th, 2025 07:13AM	Air Time: **00:27:41**	Max Altitude (Feet): **364.2**
		Total Mileage (Feet): **6,547**	Max Distance (Feet): **1,922**
16713 Sequoia St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **33.4**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T-SP-1** Bat Printed Serial: **4ERKLCQ6G40N45**		Takeoff Bat: **93%** Takeoff mAh: **4344** Takeoff Volts: **16.913**	Landing Bat: **16%** Landing mAh: **712** Landing Volts: **14.58**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #32	Nov 20th, 2025 07:40AM	Air Time: **00:07:48**	Max Altitude (Feet): **382.2**
		Total Mileage (Feet): **2,911**	Max Distance (Feet): **774**
17481 Newhope St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **37.5**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1B** Bat Printed Serial: **4ERPLCEEA2CB2S**		Takeoff Bat: **98%** Takeoff mAh: **4068** Takeoff Volts: **16.928**	Landing Bat: **75%** Landing mAh: **3093** Landing Volts: **15.694**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #33	Nov 19th, 2025 07:10PM	Air Time: **00:16:57**	Max Altitude (Feet): **183.4**
		Total Mileage (Feet): **7,702**	Max Distance (Feet): **1,131**
10162 Durango River Ct, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **23.9**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1A** Bat Printed Serial: **4ERPLCHEA2CP4U**		Takeoff Bat: **96%** Takeoff mAh: **3898** Takeoff Volts: **16.544**	Landing Bat: **28%** Landing mAh: **1107** Landing Volts: **14.686**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #34	Nov 19th, 2025 07:06PM	Air Time: **00:00:19**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1A** Bat Printed Serial: **4ERPLCHEA2CP4U**		Takeoff Bat: **99%** Takeoff mAh: **4026** Takeoff Volts: **16.758**	Landing Bat: **98%** Landing mAh: **3974** Landing Volts: **16.308**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #35	Nov 9th, 2025 05:12PM	Air Time: **00:06:26**	Max Altitude (Feet): **278.2**
		Total Mileage (Feet): **915**	Max Distance (Feet): **331**
16780 Harbor Blvd, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **52.6**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2D** Bat Printed Serial: **4ERPLCKEA2CWX2**		Takeoff Bat: **94%** Takeoff mAh: **3726** Takeoff Volts: **16.591**	Landing Bat: **74%** Landing mAh: **2936** Landing Volts: **15.724**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #36	Nov 9th, 2025 05:11PM	Air Time: **00:00:12**	Max Altitude (Feet): **8.5**
		Total Mileage (Feet): **12**	Max Distance (Feet): **2**
16780 Harbor Blvd, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **52.4**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2D** Bat Printed Serial: **4ERPLCKEA2CWX2**		Takeoff Bat: **95%** Takeoff mAh: **3769** Takeoff Volts: **16.767**	Landing Bat: **94%** Landing mAh: **3743** Landing Volts: **16.405**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #37	Nov 9th, 2025 05:11PM	Air Time: **00:00:00**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **2**	Max Distance (Feet): **2**
16780 Harbor Blvd, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **52.5**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2D** Bat Printed Serial: **4ERPLCKEA2CWX2**		Takeoff Bat: **95%** Takeoff mAh: **3774** Takeoff Volts: **16.755**	Landing Bat: **95%** Landing mAh: **3772** Landing Volts: **16.723**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #38	Nov 9th, 2025 05:11PM	Air Time: **00:00:14**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Andrew Quang**	
		Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2D**		Takeoff Bat: **96%**	Landing Bat: **95%**
Bat Printed Serial: **4ERPLCKEA2CWX2**		Takeoff mAh: **3808**	Landing mAh: **3780**
		Takeoff Volts: **16.874**	Landing Volts: **16.448**
Drone Serial Number: **1581F5FJC244L00DGMGY**			
Drone Name: **DJI 3T2**	Drone Type: **Mavic 3 Thermal**		

Flight #39	Nov 7th, 2025 04:51AM	Air Time: **00:14:29**	Max Altitude (Feet): **394.4**
		Total Mileage (Feet): **15,428**	Max Distance (Feet): **3,641**
17271 Brookhurst St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **31.0**		Pilot-in-Command: **Andrew Quang**	
		Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2C**		Takeoff Bat: **95%**	Landing Bat: **53%**
Bat Printed Serial: **4ERKM3U6G60W85**		Takeoff mAh: **4079**	Landing mAh: **2274**
		Takeoff Volts: **16.664**	Landing Volts: **15.168**
Drone Serial Number: **1581F5FJC244L00DGMGY**			
Drone Name: **DJI 3T2**	Drone Type: **Mavic 3 Thermal**		

Flight #40	Nov 7th, 2025 04:50AM	Air Time: **00:00:24**	Max Altitude (Feet): **3.0**
		Total Mileage (Feet): **5**	Max Distance (Feet): **3**
17271 Brookhurst St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **31.1**		Pilot-in-Command: **Andrew Quang**	
		Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2C**		Takeoff Bat: **96%**	Landing Bat: **95%**
Bat Printed Serial: **4ERKM3U6G60W85**		Takeoff mAh: **4146**	Landing mAh: **4093**
		Takeoff Volts: **16.876**	Landing Volts: **16.437**
Drone Serial Number: **1581F5FJC244L00DGMGY**			
Drone Name: **DJI 3T2**	Drone Type: **Mavic 3 Thermal**		

Flight #41	Nov 6th, 2025 11:00PM	Air Time: **00:09:14**	Max Altitude (Feet): **255.9**
		Total Mileage (Feet): **2,199**	Max Distance (Feet): **783**
17984 Magnolia St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **22.9**		Pilot-in-Command: **Andrew Quang**	
		Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2A**		Takeoff Bat: **93%**	Landing Bat: **55%**
Bat Printed Serial: **4ERPM49EA3HEMH**		Takeoff mAh: **3752**	Landing mAh: **2207**
		Takeoff Volts: **16.681**	Landing Volts: **15.186**
Drone Serial Number: **1581F5FJC244L00DGMGY**			
Drone Name: **DJI 3T2**	Drone Type: **Mavic 3 Thermal**		

Flight #42	Nov 6th, 2025 10:59PM	Air Time: **00:00:13**	Max Altitude (Feet): **9.5**
		Total Mileage (Feet): **6**	Max Distance (Feet): **3**
17984 Magnolia St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **22.1**		Pilot-in-Command: **Andrew Quang**	
		Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2A**		Takeoff Bat: **94%**	Landing Bat: **93%**
Bat Printed Serial: **4ERPM49EA3HEMH**		Takeoff mAh: **3804**	Landing mAh: **3770**
		Takeoff Volts: **16.604**	Landing Volts: **16.1**
Drone Serial Number: **1581F5FJC244L00DGMGY**			
Drone Name: **DJI 3T2**	Drone Type: **Mavic 3 Thermal**		

Flight #43	Nov 6th, 2025 10:59PM	Air Time: **00:00:37**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Andrew Quang**	
		Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2A**		Takeoff Bat: **97%**	Landing Bat: **94%**
Bat Printed Serial: **4ERPM49EA3HEMH**		Takeoff mAh: **3906**	Landing mAh: **3808**
		Takeoff Volts: **16.693**	Landing Volts: **16.266**
Drone Serial Number: **1581F5FJC244L00DGMGY**			
Drone Name: **DJI 3T2**	Drone Type: **Mavic 3 Thermal**		

Flight #44	Nov 1st, 2025 12:35PM	Air Time: **00:10:59**	Max Altitude (Feet): **336.3**
		Total Mileage (Feet): **9,824**	Max Distance (Feet): **2,873**
11542 Azalea Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **48.7**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1A** Bat Printed Serial: **4ERPLCHEA2CP4U**		Takeoff Bat: **73%** Takeoff mAh: **2933** Takeoff Volts: **16.004**	Landing Bat: **36%** Landing mAh: **1442** Landing Volts: **14.773**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #45	Nov 1st, 2025 12:08PM	Air Time: **00:26:01**	Max Altitude (Feet): **339.9**
		Total Mileage (Feet): **25,557**	Max Distance (Feet): **3,019**
11542 Azalea Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **48.7**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2B** Bat Printed Serial: **4ERPLCEEA2CB1L**		Takeoff Bat: **99%** Takeoff mAh: **4073** Takeoff Volts: **16.785**	Landing Bat: **17%** Landing mAh: **687** Landing Volts: **14.604**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #46	Oct 26th, 2025 08:42AM	Air Time: **00:07:09**	Max Altitude (Feet): **302.5**
		Total Mileage (Feet): **3,295**	Max Distance (Feet): **1,102**
17535 Reflections Ct, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **32.0**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1A** Bat Printed Serial: **4ERPLCHEA2CP4U**		Takeoff Bat: **95%** Takeoff mAh: **3862** Takeoff Volts: **16.829**	Landing Bat: **73%** Landing mAh: **2934** Landing Volts: **15.644**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #47	Oct 26th, 2025 03:29AM	Air Time: **00:24:43**	Max Altitude (Feet): **395.0**
		Total Mileage (Feet): **30,813**	Max Distance (Feet): **2,354**
16714 Mt Acoma Cir, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **38.6**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2C** Bat Printed Serial: **4ERKM3U6G60W85**		Takeoff Bat: **99%** Takeoff mAh: **4280** Takeoff Volts: **16.731**	Landing Bat: **26%** Landing mAh: **1113** Landing Volts: **14.715**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #48	Oct 25th, 2025 01:48AM	Air Time: **00:13:37**	Max Altitude (Feet): **394.0**
		Total Mileage (Feet): **11,447**	Max Distance (Feet): **2,062**
9036 Wendy Cir, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **34.1**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1C** Bat Printed Serial: **4ERPLCKEA2CX3M**		Takeoff Bat: **91%** Takeoff mAh: **3645** Takeoff Volts: **16.695**	Landing Bat: **49%** Landing mAh: **1929** Landing Volts: **15.042**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #49	Oct 24th, 2025 09:48PM	Air Time: **00:02:18**	Max Altitude (Feet): **234.3**
		Total Mileage (Feet): **2,145**	Max Distance (Feet): **942**
17535 Reflections Ct, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **31.6**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1C** Bat Printed Serial: **4ERPLCKEA2CX3M**		Takeoff Bat: **99%** Takeoff mAh: **3973** Takeoff Volts: **16.827**	Landing Bat: **92%** Landing mAh: **3675** Landing Volts: **16.313**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #50	Oct 24th, 2025 07:52PM	Air Time: **00:20:20**	Max Altitude (Feet): **214.9**
		Total Mileage (Feet): **4,942**	Max Distance (Feet): **2,268**
17535 Reflections Ct, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **31.8**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2D** Bat Printed Serial: **4ERPLCKEA2CWX2**		Takeoff Bat: **98%** Takeoff mAh: **3925** Takeoff Volts: **16.796**	Landing Bat: **15%** Landing mAh: **589** Landing Volts: **14.604**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #51	Oct 24th, 2025 07:51PM	Air Time: **00:00:17**	Max Altitude (Feet): **34.4**
		Total Mileage (Feet): **25**	Max Distance (Feet): **10**
17535 Reflections Ct, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **31.9**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2D** Bat Printed Serial: **4ERPLCKEA2CWX2**		Takeoff Bat: **100%** Takeoff mAh: **3983** Takeoff Volts: **16.855**	Landing Bat: **99%** Landing mAh: **3944** Landing Volts: **16.638**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #52	Oct 24th, 2025 07:24PM	Air Time: **00:25:40**	Max Altitude (Feet): **267.4**
		Total Mileage (Feet): **7,503**	Max Distance (Feet): **2,662**
17535 Reflections Ct, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **31.5**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2A** Bat Printed Serial: **4ERPM49EA3HEMH**		Takeoff Bat: **99%** Takeoff mAh: **3976** Takeoff Volts: **16.989**	Landing Bat: **18%** Landing mAh: **685** Landing Volts: **14.608**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #53	Oct 24th, 2025 09:56AM	Air Time: **00:00:00**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Fly**	
Battery Name: **Bat-FV2-2A** Bat Printed Serial: **7QKPLCPDA000X0**		Takeoff Bat: **97%** Takeoff mAh: **2000** Takeoff Volts: **16.267**	Landing Bat: **97%** Landing mAh: **2000** Landing Volts: **16.265**
Drone Serial Number: **1581F6W8B25120020S6L** Drone Name: **DJI Avata 2** Drone Type: **Avata 2**			

Flight #54	Oct 24th, 2025 09:56AM	Air Time: **00:00:00**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Fly**	
Battery Name: **Bat-FV2-2A** Bat Printed Serial: **7QKPLCPDA000X0**		Takeoff Bat: **97%** Takeoff mAh: **2005** Takeoff Volts: **16.278**	Landing Bat: **97%** Landing mAh: **2003** Landing Volts: **16.267**
Drone Serial Number: **1581F6W8B25120020S6L** Drone Name: **DJI Avata 2** Drone Type: **Avata 2**			

Flight #55	Oct 24th, 2025 09:03AM	Air Time: **00:00:32**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-AVATA2-G104YY**		Takeoff Bat: **33%**	Landing Bat: **29%**
Bat Printed Serial: **7QKWMCKAG104YY**		Takeoff mAh: **674**	Landing mAh: **590**
		Takeoff Volts: **14.326**	Landing Volts: **13.7**
Drone Serial Number: **1581F6W8B25120020S6L**			
Drone Name: **DJI Avata 2**	Drone Type: **Avata 2**		

Flight #56	Oct 24th, 2025 09:02AM	Air Time: **00:00:06**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-AVATA2-G104YY**		Takeoff Bat: **34%**	Landing Bat: **34%**
Bat Printed Serial: **7QKWMCKAG104YY**		Takeoff mAh: **691**	Landing mAh: **677**
		Takeoff Volts: **14.378**	Landing Volts: **13.897**
Drone Serial Number: **1581F6W8B25120020S6L**			
Drone Name: **DJI Avata 2**	Drone Type: **Avata 2**		

Flight #57	Oct 24th, 2025 09:02AM	Air Time: **00:00:17**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-AVATA2-G104YY**		Takeoff Bat: **36%**	Landing Bat: **34%**
Bat Printed Serial: **7QKWMCKAG104YY**		Takeoff mAh: **736**	Landing mAh: **694**
		Takeoff Volts: **14.343**	Landing Volts: **14.121**
Drone Serial Number: **1581F6W8B25120020S6L**			
Drone Name: **DJI Avata 2**	Drone Type: **Avata 2**		

Flight #58	Oct 24th, 2025 08:57AM	Air Time: **00:00:00**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-AVATA2-G104YY**		Takeoff Bat: **38%**	Landing Bat: **38%**
Bat Printed Serial: **7QKWMCKAG104YY**		Takeoff mAh: **768**	Landing mAh: **764**
		Takeoff Volts: **14.547**	Landing Volts: **14.521**
Drone Serial Number: **1581F6W8B25120020S6L**			
Drone Name: **DJI Avata 2**	Drone Type: **Avata 2**		

Flight #59	Oct 24th, 2025 08:51AM	Air Time: **00:00:09**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-AVATA2-G1056G**		Takeoff Bat: **57%**	Landing Bat: **56%**
Bat Printed Serial: **7QKWMCKAG1056G**		Takeoff mAh: **1169**	Landing mAh: **1149**
		Takeoff Volts: **15.257**	Landing Volts: **14.749**
Drone Serial Number: **1581F6W8B25120020S6L**			
Drone Name: **DJI Avata 2**	Drone Type: **Avata 2**		

Flight #60	Oct 24th, 2025 08:50AM	Air Time: **00:02:05**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Andrew Quang**	
		Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1B**		Takeoff Bat: **85%**	Landing Bat: **79%**
Bat Printed Serial: **4ERPLCEEA2CB2S**		Takeoff mAh: **3416**	Landing mAh: **3158**
		Takeoff Volts: **16.482**	Landing Volts: **15.816**
Drone Serial Number: **1581F5FJC244L00DGMGY**			
Drone Name: **DJI 3T2**	Drone Type: **Mavic 3 Thermal**		

Flight #61	Oct 24th, 2025 08:23AM	Air Time: **00:00:12**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-AVATA2-G104YY**		Takeoff Bat: **41%**	Landing Bat: **39%**
Bat Printed Serial: **7QKWMCKAG104YY**		Takeoff mAh: **821**	Landing mAh: **793**
		Takeoff Volts: **14.426**	Landing Volts: **13.794**
Drone Serial Number: **1581F6W8B25120020S6L**			
Drone Name: **DJI Avata 2**	Drone Type: **Avata 2**		

Flight #62	Oct 24th, 2025 08:08AM	Air Time: **00:01:17**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-AVATA2-G104YY**		Takeoff Bat: **51%**	Landing Bat: **41%**
Bat Printed Serial: **7QKWMCKAG104YY**		Takeoff mAh: **1034**	Landing mAh: **823**
		Takeoff Volts: **14.975**	Landing Volts: **14.157**
Drone Serial Number: **1581F6W8B25120020S6L**			
Drone Name: **DJI Avata 2**	Drone Type: **Avata 2**		

Flight #63	Oct 24th, 2025 07:57AM	Air Time: **00:01:33**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-AVATA2-G104ZQ**		Takeoff Bat: **54%**	Landing Bat: **43%**
Bat Printed Serial: **7QKWMCKAG104ZQ**		Takeoff mAh: **1100**	Landing mAh: **859**
		Takeoff Volts: **15.102**	Landing Volts: **14.083**
Drone Serial Number: **1581F6W8B25120020S6L**			
Drone Name: **DJI Avata 2**	Drone Type: **Avata 2**		

Flight #64	Oct 24th, 2025 07:55AM	Air Time: **00:02:32**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Andrew Quang**	
		Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1B**		Takeoff Bat: **100%**	Landing Bat: **92%**
Bat Printed Serial: **4ERPLCEEA2CB2S**		Takeoff mAh: **3988**	Landing mAh: **3680**
		Takeoff Volts: **16.975**	Landing Volts: **16.145**
Drone Serial Number: **1581F5FJC244L00DGMGY**			
Drone Name: **DJI 3T2**	Drone Type: **Mavic 3 Thermal**		

Flight #65	Oct 23rd, 2025 01:19AM	Air Time: **00:11:57**	Max Altitude (Feet): **394.0**
		Total Mileage (Feet): **5,146**	Max Distance (Feet): **887**
17620 Newhope St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **39.1**		Pilot-in-Command: **Andrew Quang**	
		Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1B**		Takeoff Bat: **99%**	Landing Bat: **47%**
Bat Printed Serial: **4ERPLCEEA2CB2S**		Takeoff mAh: **3955**	Landing mAh: **1870**
		Takeoff Volts: **16.877**	Landing Volts: **15.035**
Drone Serial Number: **1581F5FJC244L00DGMGY**			
Drone Name: **DJI 3T2**	Drone Type: **Mavic 3 Thermal**		

Flight #66	Oct 23rd, 2025 01:03AM	Air Time: **00:13:24**	Max Altitude (Feet): **393.0**
		Total Mileage (Feet): **5,626**	Max Distance (Feet): **829**
17620 Newhope St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **40.3**		Pilot-in-Command: **Andrew Quang**	
		Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1C**		Takeoff Bat: **95%**	Landing Bat: **37%**
Bat Printed Serial: **4ERPLCKEA2CX3M**		Takeoff mAh: **3774**	Landing mAh: **1469**
		Takeoff Volts: **16.629**	Landing Volts: **14.802**
Drone Serial Number: **1581F5FJC244L00DGMGY**			
Drone Name: **DJI 3T2**	Drone Type: **Mavic 3 Thermal**		

Flight #67	Oct 23rd, 2025 12:57AM	Air Time: **00:00:10**	Max Altitude (Feet): **5.9**
		Total Mileage (Feet): **19**	Max Distance (Feet): **15**
17535 Reflections Ct, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **32.6**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1C** Bat Printed Serial: **4ERPLCKEA2CX3M**		Takeoff Bat: **97%** Takeoff mAh: **3849** Takeoff Volts: **16.752**	Landing Bat: **96%** Landing mAh: **3820** Landing Volts: **16.216**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #68	Oct 23rd, 2025 12:56AM	Air Time: **00:00:21**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1C** Bat Printed Serial: **4ERPLCKEA2CX3M**		Takeoff Bat: **98%** Takeoff mAh: **3914** Takeoff Volts: **16.666**	Landing Bat: **97%** Landing mAh: **3861** Landing Volts: **16.073**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #69	Oct 19th, 2025 12:26AM	Air Time: **00:14:43**	Max Altitude (Feet): **393.7**
		Total Mileage (Feet): **13,078**	Max Distance (Feet): **1,869**
9600 Dolphin Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **27.5**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2A** Bat Printed Serial: **4ERPM49EA3HEMH**		Takeoff Bat: **98%** Takeoff mAh: **3912** Takeoff Volts: **16.966**	Landing Bat: **53%** Landing mAh: **2084** Landing Volts: **15.175**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #70	Oct 16th, 2025 09:41PM	Air Time: **00:00:00**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1A** Bat Printed Serial: **4ERPLCHEA2CP4U**		Takeoff Bat: **100%** Takeoff mAh: **4056** Takeoff Volts: **16.88**	Landing Bat: **100%** Landing mAh: **4053** Landing Volts: **16.944**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #71	Oct 12th, 2025 06:02PM	Air Time: **00:13:07**	Max Altitude (Feet): **276.2**
		Total Mileage (Feet): **3,433**	Max Distance (Feet): **871**
Building 9, 9565 Slater Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **26.8**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1B** Bat Printed Serial: **4ERPLCEEA2CB2S**		Takeoff Bat: **99%** Takeoff mAh: **4010** Takeoff Volts: **16.91**	Landing Bat: **59%** Landing mAh: **2393** Landing Volts: **15.357**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #72	Oct 11th, 2025 05:26PM	Air Time: **00:16:19**	Max Altitude (Feet): **369.4**
		Total Mileage (Feet): **840**	Max Distance (Feet): **272**
10170 El Corazon Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **33.9**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1C** Bat Printed Serial: **4ERPLCKEA2CX3M**		Takeoff Bat: **100%** Takeoff mAh: **3924** Takeoff Volts: **17.029**	Landing Bat: **49%** Landing mAh: **1905** Landing Volts: **15.173**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #73	Oct 11th, 2025 04:00AM	Air Time: **00:19:38**	Max Altitude (Feet): **242.1**
		Total Mileage (Feet): **10,593**	Max Distance (Feet): **1,780**
16813 Bridgeport St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **34.8**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1A** Bat Printed Serial: **4ERPLCHEA2CP4U**		Takeoff Bat: **99%** Takeoff mAh: **3947** Takeoff Volts: **16.932**	Landing Bat: **37%** Landing mAh: **1472** Landing Volts: **14.844**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #74	Oct 9th, 2025 09:27PM	Air Time: **00:10:30**	Max Altitude (Feet): **285.4**
		Total Mileage (Feet): **3,446**	Max Distance (Feet): **794**
9300 Gardenia Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **28.0**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2D** Bat Printed Serial: **4ERPLCKEA2CWX2**		Takeoff Bat: **98%** Takeoff mAh: **3919** Takeoff Volts: **16.917**	Landing Bat: **66%** Landing mAh: **2621** Landing Volts: **15.465**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #75	Oct 9th, 2025 09:25AM	Air Time: **00:00:07**	Max Altitude (Feet): **0.3**
		Total Mileage (Feet): **9**	Max Distance (Feet): **15**
17040 San Bruno St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **33.5**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2B** Bat Printed Serial: **4ERPLCEEA2CB1L**		Takeoff Bat: **77%** Takeoff mAh: **3183** Takeoff Volts: **16.094**	Landing Bat: **77%** Landing mAh: **3153** Landing Volts: **15.875**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #76	Oct 9th, 2025 09:17AM	Air Time: **00:07:35**	Max Altitude (Feet): **225.1**
		Total Mileage (Feet): **5,597**	Max Distance (Feet): **996**
17040 San Bruno St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **33.6**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2B** Bat Printed Serial: **4ERPLCEEA2CB1L**		Takeoff Bat: **99%** Takeoff mAh: **4094** Takeoff Volts: **16.983**	Landing Bat: **78%** Landing mAh: **3193** Landing Volts: **15.764**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #77	Oct 4th, 2025 10:07PM	Air Time: **00:14:42**	Max Altitude (Feet): **364.5**
		Total Mileage (Feet): **10,272**	Max Distance (Feet): **2,218**
11770 Warner Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **45.9**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2C** Bat Printed Serial: **4ERKM3U6G60W85**		Takeoff Bat: **100%** Takeoff mAh: **4299** Takeoff Volts: **16.982**	Landing Bat: **57%** Landing mAh: **2440** Landing Volts: **15.233**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #78	Oct 4th, 2025 09:40PM	Air Time: **00:25:31**	Max Altitude (Feet): **370.7**
		Total Mileage (Feet): **10,821**	Max Distance (Feet): **3,912**
11770 Warner Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **46.5**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2B** Bat Printed Serial: **4ERPLCEEA2CB1L**		Takeoff Bat: **96%** Takeoff mAh: **4053** Takeoff Volts: **16.822**	Landing Bat: **17%** Landing mAh: **700** Landing Volts: **14.62**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #79	Oct 4th, 2025 09:10PM	Air Time: **00:25:27**	Max Altitude (Feet): **268.4**
		Total Mileage (Feet): **6,909**	Max Distance (Feet): **2,338**
11770 Warner Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **46.8**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1B** Bat Printed Serial: **4ERPLCEEA2CB2S**		Takeoff Bat: **99%** Takeoff mAh: **3997** Takeoff Volts: **16.811**	Landing Bat: **19%** Landing mAh: **755** Landing Volts: **14.619**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #80	Oct 4th, 2025 08:44PM	Air Time: **00:25:16**	Max Altitude (Feet): **389.1**
		Total Mileage (Feet): **8,383**	Max Distance (Feet): **1,887**
11770 Warner Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **45.9**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1C** Bat Printed Serial: **4ERPLCKEA2CX3M**		Takeoff Bat: **99%** Takeoff mAh: **3945** Takeoff Volts: **16.864**	Landing Bat: **16%** Landing mAh: **627** Landing Volts: **14.616**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #81	Oct 4th, 2025 08:17PM	Air Time: **00:25:59**	Max Altitude (Feet): **395.0**
		Total Mileage (Feet): **5,732**	Max Distance (Feet): **1,803**
11770 Warner Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **46.1**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1A** Bat Printed Serial: **4ERPLCHEA2CP4U**		Takeoff Bat: **99%** Takeoff mAh: **3979** Takeoff Volts: **17.002**	Landing Bat: **16%** Landing mAh: **626** Landing Volts: **14.636**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #82	Oct 4th, 2025 07:52PM	Air Time: **00:24:04**	Max Altitude (Feet): **394.0**
		Total Mileage (Feet): **8,673**	Max Distance (Feet): **2,788**
11770 Warner Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **46.4**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1D** Bat Printed Serial: **4ERPLCKEA2CX7L**		Takeoff Bat: **97%** Takeoff mAh: **3957** Takeoff Volts: **16.904**	Landing Bat: **20%** Landing mAh: **783** Landing Volts: **14.639**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #83	Oct 4th, 2025 11:53AM	Air Time: **00:00:00**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1D** Bat Printed Serial: **4ERPLCKEA2CX7L**		Takeoff Bat: **99%** Takeoff mAh: **4043** Takeoff Volts: **16.751**	Landing Bat: **99%** Landing mAh: **4042** Landing Volts: **16.925**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #84	Sep 27th, 2025 02:10PM	Air Time: **00:03:10**	Max Altitude (Feet): **11.5**
		Total Mileage (Feet): **974**	Max Distance (Feet): **117**
11397 Slater Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **38.0**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Fly**	
Battery Name: **Bat-AVATA2-G104YY** Bat Printed Serial: **7QKWMCKAG104YY**		Takeoff Bat: **45%** Takeoff mAh: **897** Takeoff Volts: **14.827**	Landing Bat: **20%** Landing mAh: **382** Landing Volts: **13.702**
Drone Serial Number: **1581F6W8B25120020S6L** Drone Name: **DJI Avata 2** Drone Type: **Avata 2**			

Flight #85	Sep 25th, 2025 06:20PM 25-30328 PC 459	Air Time: **00:21:25**	Max Altitude (Feet): **395.0**
		Total Mileage (Feet): **21,493**	Max Distance (Feet): **11,639**
6612 Luciento Dr, Huntington Beach, CA 92647, USA Above Sea Level (Feet): **-0.0**		Pilot-in-Command: **Ricardo Cendejas** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1B** Bat Printed Serial: **4ERPLCEEA2CB2S**		Takeoff Bat: **99%** Takeoff mAh: **3986** Takeoff Volts: **16.936**	Landing Bat: **24%** Landing mAh: **962** Landing Volts: **14.674**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #86	Sep 25th, 2025 04:54PM 25-30328 PC 459	Air Time: **00:26:57**	Max Altitude (Feet): **394.7**
		Total Mileage (Feet): **7,428**	Max Distance (Feet): **4,680**
6421 Meadow Crest Drive, Huntington Beach, CA 92647, USA Above Sea Level (Feet): **2.2**		Pilot-in-Command: **Ricardo Cendejas** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1A** Bat Printed Serial: **4ERPLCHEA2CP4U**		Takeoff Bat: **99%** Takeoff mAh: **4044** Takeoff Volts: **16.958**	Landing Bat: **14%** Landing mAh: **544** Landing Volts: **14.587**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #87	Sep 25th, 2025 04:34PM	Air Time: **00:18:09**	Max Altitude (Feet): **394.7**
		Total Mileage (Feet): **27,071**	Max Distance (Feet): **19,258**
17200 Brookhurst St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **36.6**		Pilot-in-Command: **Ricardo Cendejas** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1C** Bat Printed Serial: **4ERPLCKEA2CX3M**		Takeoff Bat: **93%** Takeoff mAh: **3846** Takeoff Volts: **16.753**	Landing Bat: **19%** Landing mAh: **783** Landing Volts: **14.694**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #88	Sep 20th, 2025 10:36PM	Air Time: **00:19:54**	Max Altitude (Feet): **394.7**
		Total Mileage (Feet): **5,776**	Max Distance (Feet): **1,816**
11770 Warner Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **47.3**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2A** Bat Printed Serial: **4ERPM49EA3HEMH**		Takeoff Bat: **99%** Takeoff mAh: **4009** Takeoff Volts: **16.834**	Landing Bat: **17%** Landing mAh: **658** Landing Volts: **14.598**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #89	Sep 18th, 2025 12:47PM	Air Time: **00:04:56**	Max Altitude (Feet): **178.8**
		Total Mileage (Feet): **5,916**	Max Distance (Feet): **1,844**
17961 San Rafael St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **29.3**		Pilot-in-Command: **Ben Roddy** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2B** Bat Printed Serial: **4ERPLCEEA2CB1L**		Takeoff Bat: **59%** Takeoff mAh: **2488** Takeoff Volts: **15.385**	Landing Bat: **43%** Landing mAh: **1798** Landing Volts: **14.766**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #90	Sep 16th, 2025 03:53PM	Air Time: **00:02:08**	Max Altitude (Feet): **136.2**
		Total Mileage (Feet): **1,420**	Max Distance (Feet): **706**
11783 Dogwood Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **51.2**		Pilot-in-Command: **Ben Roddy** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2B** Bat Printed Serial: **4ERPLCEEA2CB1L**		Takeoff Bat: **70%** Takeoff mAh: **2954** Takeoff Volts: **15.756**	Landing Bat: **63%** Landing mAh: **2646** Landing Volts: **15.364**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #91	Sep 16th, 2025 03:44PM	Air Time: **00:09:58**	Max Altitude (Feet): **129.3**
		Total Mileage (Feet): **1,879**	Max Distance (Feet): **302**
11795 Dogwood Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **50.8**		Pilot-in-Command: **Ben Roddy** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2B** Bat Printed Serial: **4ERPLCEEA2CB1L**		Takeoff Bat: **100%** Takeoff mAh: **4215** Takeoff Volts: **16.966**	Landing Bat: **70%** Landing mAh: **2959** Landing Volts: **15.551**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #92	Sep 12th, 2025 07:05AM	Air Time: **00:03:47**	Max Altitude (Feet): **363.8**
		Total Mileage (Feet): **5,130**	Max Distance (Feet): **2,327**
1231 E Warner Ave, Santa Ana, CA 92705, USA Above Sea Level (Feet): **61.6**		Pilot-in-Command: **Ben Roddy** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2D** Bat Printed Serial: **4ERPLCKEA2CWX2**		Takeoff Bat: **67%** Takeoff mAh: **2684** Takeoff Volts: **15.807**	Landing Bat: **54%** Landing mAh: **2130** Landing Volts: **15.142**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #93	Sep 12th, 2025 06:44AM	Air Time: **00:09:25**	Max Altitude (Feet): **373.7**
		Total Mileage (Feet): **12,720**	Max Distance (Feet): **5,267**
1302 E Warner Ave, Santa Ana, CA 92705, USA Above Sea Level (Feet): **61.2**		Pilot-in-Command: **Ben Roddy** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2D** Bat Printed Serial: **4ERPLCKEA2CWX2**		Takeoff Bat: **100%** Takeoff mAh: **3982** Takeoff Volts: **16.833**	Landing Bat: **68%** Landing mAh: **2727** Landing Volts: **15.584**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #94	Sep 12th, 2025 06:00AM	Air Time: **00:17:02**	Max Altitude (Feet): **382.2**
		Total Mileage (Feet): **4,423**	Max Distance (Feet): **1,949**
1401 E St Andrew Pl, Santa Ana, CA 92705, USA Above Sea Level (Feet): **74.2**		Pilot-in-Command: **Ben Roddy** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2C** Bat Printed Serial: **4ERKM3U6G60W85**		Takeoff Bat: **99%** Takeoff mAh: **4289** Takeoff Volts: **16.833**	Landing Bat: **50%** Landing mAh: **2166** Landing Volts: **15.111**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #95	Sep 12th, 2025 05:47AM	Air Time: **00:06:13**	Max Altitude (Feet): **323.2**
		Total Mileage (Feet): **11,905**	Max Distance (Feet): **5,315**
1401 E St Andrew Pl, Santa Ana, CA 92705, USA Above Sea Level (Feet): **73.6**		Pilot-in-Command: **Ben Roddy** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2B** Bat Printed Serial: **4ERPLCEEA2CB1L**		Takeoff Bat: **99%** Takeoff mAh: **4157** Takeoff Volts: **16.931**	Landing Bat: **79%** Landing mAh: **3308** Landing Volts: **15.799**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #96	Sep 12th, 2025 05:45AM	Air Time: **00:00:18**	Max Altitude (Feet): **2.6**
		Total Mileage (Feet): **6**	Max Distance (Feet): **1**
1401 E St Andrew Pl, Santa Ana, CA 92705, USA Above Sea Level (Feet): **73.8**		Pilot-in-Command: **Ben Roddy** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2B** Bat Printed Serial: **4ERPLCEEA2CB1L**		Takeoff Bat: **99%** Takeoff mAh: **4194** Takeoff Volts: **16.831**	Landing Bat: **99%** Landing mAh: **4194** Landing Volts: **16.562**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #97	Sep 12th, 2025 05:29AM	Air Time: **00:14:30**	Max Altitude (Feet): **394.4**
		Total Mileage (Feet): **14,095**	Max Distance (Feet): **3,690**
1401 E St Andrew Pl, Santa Ana, CA 92705, USA Above Sea Level (Feet): **74.5**		Pilot-in-Command: **Ben Roddy** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2A** Bat Printed Serial: **4ERPM49EA3HEMH**		Takeoff Bat: **97%** Takeoff mAh: **3922** Takeoff Volts: **16.731**	Landing Bat: **49%** Landing mAh: **1969** Landing Volts: **15.082**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #98	Sep 6th, 2025 11:02PM	Air Time: **00:06:01**	Max Altitude (Feet): **298.6**
		Total Mileage (Feet): **2,696**	Max Distance (Feet): **1,127**
3726 W Warner Ave, Santa Ana, CA 92704, USA Above Sea Level (Feet): **47.3**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1B** Bat Printed Serial: **4ERPLCEEA2CB2S**		Takeoff Bat: **100%** Takeoff mAh: **4021** Takeoff Volts: **17.028**	Landing Bat: **81%** Landing mAh: **3273** Landing Volts: **15.962**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #99	Sep 6th, 2025 09:59PM	Air Time: **00:19:02**	Max Altitude (Feet): **382.2**
		Total Mileage (Feet): **7,391**	Max Distance (Feet): **2,087**
11770 Warner Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **46.9**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T-SP-3** Bat Printed Serial: **4ERKLCQ6G40MQ5**		Takeoff Bat: **81%** Takeoff mAh: **3827** Takeoff Volts: **16.354**	Landing Bat: **12%** Landing mAh: **556** Landing Volts: **14.501**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #100	Sep 6th, 2025 02:53PM	Air Time: **00:05:14**	Max Altitude (Feet): **331.7**
		Total Mileage (Feet): **1,750**	Max Distance (Feet): **666**
10100 Warner Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **33.7**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T-SP-3** Bat Printed Serial: **4ERKLCQ6G40MQ5**		Takeoff Bat: **96%** Takeoff mAh: **4538** Takeoff Volts: **17.177**	Landing Bat: **82%** Landing mAh: **3881** Landing Volts: **16.364**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #101	Sep 5th, 2025 11:58PM	Air Time: **00:02:26**	Max Altitude (Feet): **27.6**
		Total Mileage (Feet): **753**	Max Distance (Feet): **332**
16146 Brookhurst St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **40.5**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T-SP-2** Bat Printed Serial: **4ERKLCQ6G40P75**		Takeoff Bat: **55%** Takeoff mAh: **2609** Takeoff Volts: **15.443**	Landing Bat: **46%** Landing mAh: **2161** Landing Volts: **14.931**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #102	Sep 5th, 2025 11:37PM	Air Time: **00:07:30**	Max Altitude (Feet): **391.1**
		Total Mileage (Feet): **1,939**	Max Distance (Feet): **311**
16146 Brookhurst St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **40.4**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T-SP-2** Bat Printed Serial: **4ERKLCQ6G40P75**		Takeoff Bat: **83%** Takeoff mAh: **3936** Takeoff Volts: **16.504**	Landing Bat: **62%** Landing mAh: **2962** Landing Volts: **15.501**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #103	Sep 5th, 2025 10:53PM	Air Time: **00:02:58**	Max Altitude (Feet): **318.9**
		Total Mileage (Feet): **1,149**	Max Distance (Feet): **434**
15980 Brookhurst St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **41.8**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T-SP-2** Bat Printed Serial: **4ERKLCQ6G40P75**		Takeoff Bat: **91%** Takeoff mAh: **4324** Takeoff Volts: **16.82**	Landing Bat: **83%** Landing mAh: **3960** Landing Volts: **16.296**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #104	Aug 31st, 2025 04:51PM	Air Time: **00:00:00**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Ben Roddy** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T-SP-1** Bat Printed Serial: **4ERKLCQ6G40N45**		Takeoff Bat: **82%** Takeoff mAh: **3855** Takeoff Volts: **16.526**	Landing Bat: **81%** Landing mAh: **3832** Landing Volts: **16.473**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #105	Aug 31st, 2025 04:48PM	Air Time: **00:00:00**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Ben Roddy**	
		Flight App: **DJI Pilot**	
Battery Name: **Bat-3T-SP-1**		Takeoff Bat: **84%**	Landing Bat: **84%**
Bat Printed Serial: **4ERKLCQ6G40N45**		Takeoff mAh: **3943**	Landing mAh: **3938**
		Takeoff Volts: **16.57**	Landing Volts: **16.561**
Drone Serial Number: **1581F5FJC244L00DGMGY**			
Drone Name: **DJI 3T2**	Drone Type: **Mavic 3 Thermal**		

Flight #106	Aug 30th, 2025 02:05PM Test Flight	Air Time: **00:11:47**	Max Altitude (Feet): **276.2**
		Total Mileage (Feet): **6,987**	Max Distance (Feet): **2,011**
10060 Slater Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **30.8**		Pilot-in-Command: **Ricardo Cendejas** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1B**		Takeoff Bat: **77%**	Landing Bat: **37%**
Bat Printed Serial: **4ERPLCEEA2CB2S**		Takeoff mAh: **3051**	Landing mAh: **1476**
		Takeoff Volts: **16.115**	Landing Volts: **14.904**
Drone Serial Number: **1581F5FJC244P00D15V9**			
Drone Name: **DJI 3T1**	Drone Type: **Mavic 3 Thermal**		

Flight #107	Aug 30th, 2025 12:33AM Test Flight	Air Time: **00:05:32**	Max Altitude (Feet): **395.0**
		Total Mileage (Feet): **2,746**	Max Distance (Feet): **1,076**
16602 Newhope St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **45.2**		Pilot-in-Command: **Ricardo Cendejas** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1B**		Takeoff Bat: **100%**	Landing Bat: **77%**
Bat Printed Serial: **4ERPLCEEA2CB2S**		Takeoff mAh: **3961**	Landing mAh: **3060**
		Takeoff Volts: **16.85**	Landing Volts: **15.7**
Drone Serial Number: **1581F5FJC244P00D15V9**			
Drone Name: **DJI 3T1**	Drone Type: **Mavic 3 Thermal**		

Flight #108	Aug 29th, 2025 03:53AM 25-26266 PC 459	Air Time: **00:11:21**	Max Altitude (Feet): **394.0**
		Total Mileage (Feet): **7,294**	Max Distance (Feet): **1,865**
11770 Warner Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **46.6**		Pilot-in-Command: **Ricardo Cendejas** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1A**		Takeoff Bat: **98%**	Landing Bat: **63%**
Bat Printed Serial: **4ERPLCHEA2CP4U**		Takeoff mAh: **3938**	Landing mAh: **2530**
		Takeoff Volts: **16.919**	Landing Volts: **15.453**
Drone Serial Number: **1581F5FJC244P00D15V9**			
Drone Name: **DJI 3T1**	Drone Type: **Mavic 3 Thermal**		

Flight #109	Aug 29th, 2025 03:53AM Test Flight	Air Time: **00:00:00**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **1**	Max Distance (Feet): **1**
11770 Warner Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **46.7**		Pilot-in-Command: **Ricardo Cendejas** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1A**		Takeoff Bat: **98%**	Landing Bat: **98%**
Bat Printed Serial: **4ERPLCHEA2CP4U**		Takeoff mAh: **3944**	Landing mAh: **3941**
		Takeoff Volts: **16.818**	Landing Volts: **16.894**
Drone Serial Number: **1581F5FJC244P00D15V9**			
Drone Name: **DJI 3T1**	Drone Type: **Mavic 3 Thermal**		

Flight #110	Aug 28th, 2025 04:06AM 25-19265 Warrant Service	Air Time: **00:03:50** Total Mileage (Feet): **1,451**	Max Altitude (Feet): **394.0** Max Distance (Feet): **606**
10150 Warner Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **37.8**		Pilot-in-Command: **Ricardo Cendejas** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1B** Bat Printed Serial: **4ERPLCEEA2CB2S**		Takeoff Bat: **100%** Takeoff mAh: **3955** Takeoff Volts: **16.959**	Landing Bat: **84%** Landing mAh: **3334** Landing Volts: **15.91**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #111	Aug 28th, 2025 03:47AM 25-19265 Warrant Service	Air Time: **00:16:41** Total Mileage (Feet): **1,601**	Max Altitude (Feet): **259.8** Max Distance (Feet): **577**
10150 Warner Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **37.9**		Pilot-in-Command: **Ricardo Cendejas** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1A** Bat Printed Serial: **4ERPLCHEA2CP4U**		Takeoff Bat: **99%** Takeoff mAh: **4031** Takeoff Volts: **16.959**	Landing Bat: **19%** Landing mAh: **769** Landing Volts: **14.578**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #112	Aug 28th, 2025 03:26AM	Air Time: **00:01:50** Total Mileage (Feet): **79**	Max Altitude (Feet): **144.4** Max Distance (Feet): **25**
17535 Reflections Ct, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **32.1**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T-SP-3** Bat Printed Serial: **4ERKLCQ6G40MQ5**		Takeoff Bat: **90%** Takeoff mAh: **4251** Takeoff Volts: **16.79**	Landing Bat: **83%** Landing mAh: **3954** Landing Volts: **16.19**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #113	Aug 28th, 2025 03:24AM	Air Time: **00:00:32** Total Mileage (Feet): **4**	Max Altitude (Feet): **3.3** Max Distance (Feet): **3**
10200 Slater Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **32.6**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T-SP-3** Bat Printed Serial: **4ERKLCQ6G40MQ5**		Takeoff Bat: **93%** Takeoff mAh: **4392** Takeoff Volts: **16.977**	Landing Bat: **91%** Landing mAh: **4307** Landing Volts: **16.385**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #114	Aug 27th, 2025 11:13AM	Air Time: **00:02:16** Total Mileage (Feet): **1,668**	Max Altitude (Feet): **89.6** Max Distance (Feet): **658**
17812 Los Alamos St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **25.0**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1B** Bat Printed Serial: **4ERPLCEEA2CB2S**		Takeoff Bat: **99%** Takeoff mAh: **3908** Takeoff Volts: **16.739**	Landing Bat: **90%** Landing mAh: **3572** Landing Volts: **16.148**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #115	Aug 27th, 2025 10:55AM	Air Time: **00:16:22**	Max Altitude (Feet): **72.8**
		Total Mileage (Feet): **4,318**	Max Distance (Feet): **466**
17812 Los Alamos St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **24.9**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1A** Bat Printed Serial: **4ERPLCHEA2CP4U**		Takeoff Bat: **99%** Takeoff mAh: **4000** Takeoff Volts: **16.77**	Landing Bat: **37%** Landing mAh: **1494** Landing Volts: **14.887**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #116	Aug 15th, 2025 10:56PM	Air Time: **00:12:16**	Max Altitude (Feet): **328.4**
		Total Mileage (Feet): **3,899**	Max Distance (Feet): **371**
17714 San Candelo St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **31.0**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1A** Bat Printed Serial: **4ERPLCHEA2CP4U**		Takeoff Bat: **68%** Takeoff mAh: **2793** Takeoff Volts: **15.575**	Landing Bat: **18%** Landing mAh: **705** Landing Volts: **14.548**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #117	Aug 15th, 2025 10:56PM	Air Time: **00:01:13**	Max Altitude (Feet): **11.5**
		Total Mileage (Feet): **387**	Max Distance (Feet): **298**
10937 El Coco Cir, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **29.9**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1A** Bat Printed Serial: **4ERPLCHEA2CP4U**		Takeoff Bat: **73%** Takeoff mAh: **2996** Takeoff Volts: **15.968**	Landing Bat: **69%** Landing mAh: **2797** Landing Volts: **15.42**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #118	Aug 14th, 2025 08:07PM	Air Time: **00:06:13**	Max Altitude (Feet): **335.0**
		Total Mileage (Feet): **3,778**	Max Distance (Feet): **1,729**
17957 Cypress St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **24.6**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1A** Bat Printed Serial: **4ERPLCHEA2CP4U**		Takeoff Bat: **99%** Takeoff mAh: **4035** Takeoff Volts: **16.948**	Landing Bat: **74%** Landing mAh: **3001** Landing Volts: **15.645**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #119	Aug 7th, 2025 10:14PM	Air Time: **00:06:33**	Max Altitude (Feet): **318.6**
		Total Mileage (Feet): **2,197**	Max Distance (Feet): **584**
17300 Mt Herrmann St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **39.1**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2D** Bat Printed Serial: **4ERPLCKEA2CWX2**		Takeoff Bat: **98%** Takeoff mAh: **3916** Takeoff Volts: **16.746**	Landing Bat: **70%** Landing mAh: **2771** Landing Volts: **15.525**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #120	Aug 6th, 2025 08:53PM	Air Time: **00:13:36**	Max Altitude (Feet): **392.1**
		Total Mileage (Feet): **12,391**	Max Distance (Feet): **1,978**
10185 Pike Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **33.8**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1A** Bat Printed Serial: **4ERPLCHEA2CP4U**		Takeoff Bat: **99%** Takeoff mAh: **4077** Takeoff Volts: **16.844**	Landing Bat: **45%** Landing mAh: **1849** Landing Volts: **14.901**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #121	Aug 3rd, 2025 02:19AM	Air Time: **00:04:59**	Max Altitude (Feet): **385.8**
		Total Mileage (Feet): **2,114**	Max Distance (Feet): **917**
17290 Santa Isabel St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **22.4**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1B** Bat Printed Serial: **4ERPLCEEA2CB2S**		Takeoff Bat: **48%** Takeoff mAh: **1902** Takeoff Volts: **15.127**	Landing Bat: **26%** Landing mAh: **1021** Landing Volts: **14.565**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #122	Aug 3rd, 2025 02:15AM	Air Time: **00:04:40**	Max Altitude (Feet): **391.1**
		Total Mileage (Feet): **617**	Max Distance (Feet): **196**
549 Santa Maria St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **22.4**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1B** Bat Printed Serial: **4ERPLCEEA2CB2S**		Takeoff Bat: **68%** Takeoff mAh: **2718** Takeoff Volts: **15.581**	Landing Bat: **48%** Landing mAh: **1909** Landing Volts: **14.848**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #123	Aug 3rd, 2025 02:14AM	Air Time: **00:00:29**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1B** Bat Printed Serial: **4ERPLCEEA2CB2S**		Takeoff Bat: **70%** Takeoff mAh: **2805** Takeoff Volts: **15.799**	Landing Bat: **69%** Landing mAh: **2728** Landing Volts: **15.289**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #124	Jul 30th, 2025 07:40PM	Air Time: **00:24:28**	Max Altitude (Feet): **393.7**
		Total Mileage (Feet): **2,626**	Max Distance (Feet): **1,108**
18861 Gregory Ln, Huntington Beach, CA 92646, USA Above Sea Level (Feet): **57.6**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2D** Bat Printed Serial: **4ERPLCKEA2CWX2**		Takeoff Bat: **99%** Takeoff mAh: **3966** Takeoff Volts: **16.844**	Landing Bat: **22%** Landing mAh: **870** Landing Volts: **14.662**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #125	Jul 30th, 2025 06:33PM	Air Time: **00:02:35**	Max Altitude (Feet): **346.8**
		Total Mileage (Feet): **66**	Max Distance (Feet): **12**
18861 Gregory Ln, Huntington Beach, CA 92646, USA Above Sea Level (Feet): **57.9**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2A** Bat Printed Serial: **4ERPM49EA3HEMH**		Takeoff Bat: **90%** Takeoff mAh: **3634** Takeoff Volts: **16.356**	Landing Bat: **82%** Landing mAh: **3311** Landing Volts: **15.802**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #126	Jul 28th, 2025 01:51PM	Air Time: **00:10:50**	Max Altitude (Feet): **199.1**
		Total Mileage (Feet): **2,679**	Max Distance (Feet): **307**
10200 Slater Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **30.6**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1A** Bat Printed Serial: **4ERPLCHEA2CP4U**		Takeoff Bat: **80%** Takeoff mAh: **3284** Takeoff Volts: **16.142**	Landing Bat: **46%** Landing mAh: **1868** Landing Volts: **15.042**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #127	Jul 28th, 2025 01:51PM	Air Time: **00:00:17**	Max Altitude (Feet): **0.3**
		Total Mileage (Feet): **2**	Max Distance (Feet): **1**
10200 Slater Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **30.6**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1A** Bat Printed Serial: **4ERPLCHEA2CP4U**		Takeoff Bat: **81%** Takeoff mAh: **3325** Takeoff Volts: **16.29**	Landing Bat: **81%** Landing mAh: **3290** Landing Volts: **15.776**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #128	Jul 28th, 2025 12:39PM	Air Time: **00:00:00**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2A** Bat Printed Serial: **4ERPM49EA3HEMH**		Takeoff Bat: **92%** Takeoff mAh: **3687** Takeoff Volts: **16.616**	Landing Bat: **92%** Landing mAh: **3685** Landing Volts: **16.549**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #129	Jul 28th, 2025 12:24PM	Air Time: **00:02:26**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1C** Bat Printed Serial: **4ERPLCKEA2CX3M**		Takeoff Bat: **62%** Takeoff mAh: **2468** Takeoff Volts: **15.489**	Landing Bat: **54%** Landing mAh: **2164** Landing Volts: **15.098**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #130	Jul 28th, 2025 10:37AM	Air Time: **00:00:40**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Fly**	
Battery Name: **Bat-FV1-1A** Bat Printed Serial: **7QKPLCSDA00157**		Takeoff Bat: **95%** Takeoff mAh: **1979** Takeoff Volts: **16.196**	Landing Bat: **91%** Landing mAh: **1900** Landing Volts: **15.743**
Drone Serial Number: **1581F6W8A24340A3M1CY** Drone Name: **FV1-Quang** Drone Type: **Avata 2**			

Flight #131	Jul 26th, 2025 05:43PM	Air Time: **00:06:40**	Max Altitude (Feet): **34.1**
		Total Mileage (Feet): **926**	Max Distance (Feet): **117**
16678 Mt Baxter Cir, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **41.3**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Fly**	
Battery Name: **Bat-FV1-1B** Bat Printed Serial: **7QKPM1ADA000LR**		Takeoff Bat: **94%** Takeoff mAh: **1922** Takeoff Volts: **16.266**	Landing Bat: **56%** Landing mAh: **1139** Landing Volts: **14.76**
Drone Serial Number: **1581F6W8A24340A3M1CY** Drone Name: **FV1-Quang** Drone Type: **Avata 2**			

Flight #132	Jul 26th, 2025 05:31PM	Air Time: **00:07:52**	Max Altitude (Feet): **192.3**
		Total Mileage (Feet): **1,429**	Max Distance (Feet): **311**
16690 Mt Baxter Cir, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **44.9**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1C** Bat Printed Serial: **4ERPLCKEA2CX3M**		Takeoff Bat: **100%** Takeoff mAh: **4018** Takeoff Volts: **16.947**	Landing Bat: **77%** Landing mAh: **3075** Landing Volts: **15.912**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #133	Jul 26th, 2025 08:42AM	Air Time: **00:09:19**	Max Altitude (Feet): **83.3**
		Total Mileage (Feet): **1,935**	Max Distance (Feet): **333**
16298 Brookhurst St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **36.5**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1D** Bat Printed Serial: **4ERPLCKEA2CX7L**		Takeoff Bat: **100%** Takeoff mAh: **4073** Takeoff Volts: **17.011**	Landing Bat: **71%** Landing mAh: **2915** Landing Volts: **15.649**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #134	Jul 26th, 2025 12:04AM	Air Time: **00:07:19**	Max Altitude (Feet): **393.7**
		Total Mileage (Feet): **2,682**	Max Distance (Feet): **1,109**
5015 W Edinger Ave, Santa Ana, CA 92704, USA Above Sea Level (Feet): **54.3**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1B** Bat Printed Serial: **4ERPLCEEA2CB2S**		Takeoff Bat: **100%** Takeoff mAh: **3974** Takeoff Volts: **16.842**	Landing Bat: **70%** Landing mAh: **2795** Landing Volts: **15.599**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #135	Jul 25th, 2025 11:57PM	Air Time: **00:02:45**	Max Altitude (Feet): **191.3**
		Total Mileage (Feet): **2,459**	Max Distance (Feet): **1,080**
12195 W Edinger Ave, Santa Ana, CA 92704, USA Above Sea Level (Feet): **68.8**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1A** Bat Printed Serial: **4ERPLCHEA2CP4U**		Takeoff Bat: **92%** Takeoff mAh: **3781** Takeoff Volts: **16.641**	Landing Bat: **82%** Landing mAh: **3346** Landing Volts: **15.843**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #136	Jul 25th, 2025 11:55PM	Air Time: **00:01:37**	Max Altitude (Feet): **141.1**
		Total Mileage (Feet): **130**	Max Distance (Feet): **43**
12195 W Edinger Ave, Santa Ana, CA 92704, USA Above Sea Level (Feet): **68.8**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1A** Bat Printed Serial: **4ERPLCHEA2CP4U**		Takeoff Bat: **99%** Takeoff mAh: **4064** Takeoff Volts: **16.981**	Landing Bat: **93%** Landing mAh: **3791** Landing Volts: **16.245**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #137	Jul 24th, 2025 01:50AM	Air Time: **00:20:18**	Max Altitude (Feet): **268.4**
		Total Mileage (Feet): **8,788**	Max Distance (Feet): **909**
9283 Daisy Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **26.6**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2D** Bat Printed Serial: **4ERPLCKEA2CWX2**		Takeoff Bat: **98%** Takeoff mAh: **4024** Takeoff Volts: **16.661**	Landing Bat: **17%** Landing mAh: **665** Landing Volts: **14.57**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #138	Jul 24th, 2025 01:48AM	Air Time: **00:00:11**	Max Altitude (Feet): **9.2**
		Total Mileage (Feet): **11**	Max Distance (Feet): **2**
9283 Daisy Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **27.5**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2D** Bat Printed Serial: **4ERPLCKEA2CWX2**		Takeoff Bat: **100%** Takeoff mAh: **4088** Takeoff Volts: **16.684**	Landing Bat: **99%** Landing mAh: **4059** Landing Volts: **16.247**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #139	Jul 22nd, 2025 07:00PM	Air Time: **00:01:46**	Max Altitude (Feet): **84.3**
		Total Mileage (Feet): **549**	Max Distance (Feet): **135**
18861 Gregory Ln, Huntington Beach, CA 92646, USA Above Sea Level (Feet): **57.2**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2A** Bat Printed Serial: **4ERPM49EA3HEMH**		Takeoff Bat: **99%** Takeoff mAh: **3966** Takeoff Volts: **16.758**	Landing Bat: **93%** Landing mAh: **3741** Landing Volts: **16.166**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #140	Jul 22nd, 2025 07:00PM	Air Time: **00:00:06**	Max Altitude (Feet): **0.3**
		Total Mileage (Feet): **6**	Max Distance (Feet): **4**
18861 Gregory Ln, Huntington Beach, CA 92646, USA Above Sea Level (Feet): **57.1**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2A** Bat Printed Serial: **4ERPM49EA3HEMH**		Takeoff Bat: **99%** Takeoff mAh: **3998** Takeoff Volts: **16.778**	Landing Bat: **99%** Landing mAh: **3978** Landing Volts: **16.548**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #141	Jul 17th, 2025 05:34PM	Air Time: **00:01:17**	Max Altitude (Feet): **153.2**
		Total Mileage (Feet): **45**	Max Distance (Feet): **9**
17535 Reflections Ct, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **31.7**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2C** Bat Printed Serial: **4ERKM3U6G60W85**		Takeoff Bat: **67%** Takeoff mAh: **2903** Takeoff Volts: **15.544**	Landing Bat: **63%** Landing mAh: **2728** Landing Volts: **15.1**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #142	Jul 12th, 2025 01:00PM	Air Time: **00:08:00**	Max Altitude (Feet): **385.2**
		Total Mileage (Feet): **3,608**	Max Distance (Feet): **1,662**
17248 Euclid St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **37.4**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1D** Bat Printed Serial: **4ERPLCKEA2CX7L**		Takeoff Bat: **99%** Takeoff mAh: **4052** Takeoff Volts: **16.864**	Landing Bat: **75%** Landing mAh: **3050** Landing Volts: **15.813**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #143	Jul 12th, 2025 12:33PM	Air Time: **00:25:47**	Max Altitude (Feet): **312.0**
		Total Mileage (Feet): **5,763**	Max Distance (Feet): **1,877**
17248 Euclid St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **37.5**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1C** Bat Printed Serial: **4ERPLCKEA2CX3M**		Takeoff Bat: **98%** Takeoff mAh: **3948** Takeoff Volts: **16.751**	Landing Bat: **18%** Landing mAh: **692** Landing Volts: **14.65**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #144	Jul 12th, 2025 12:10PM	Air Time: **00:22:46**	Max Altitude (Feet): **322.2**
		Total Mileage (Feet): **4,198**	Max Distance (Feet): **1,047**
540 Hospital Campus, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **37.1**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1B** Bat Printed Serial: **4ERPLCEEA2CB2S**		Takeoff Bat: **98%** Takeoff mAh: **3896** Takeoff Volts: **16.794**	Landing Bat: **25%** Landing mAh: **964** Landing Volts: **14.719**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #145	Jul 12th, 2025 11:44AM	Air Time: **00:24:50**	Max Altitude (Feet): **311.0**
		Total Mileage (Feet): **2,754**	Max Distance (Feet): **1,063**
540 Hospital Campus, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **36.8**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1A** Bat Printed Serial: **4ERPLCHEA2CP4U**		Takeoff Bat: **99%** Takeoff mAh: **4045** Takeoff Volts: **16.898**	Landing Bat: **21%** Landing mAh: **859** Landing Volts: **14.696**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #146	Jul 6th, 2025 12:57AM	Air Time: **00:14:07**	Max Altitude (Feet): **393.4**
		Total Mileage (Feet): **10,018**	Max Distance (Feet): **2,058**
8855 Wren Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **16.8**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1A** Bat Printed Serial: **4ERPLCHEA2CP4U**		Takeoff Bat: **99%** Takeoff mAh: **3977** Takeoff Volts: **16.963**	Landing Bat: **42%** Landing mAh: **1683** Landing Volts: **15.005**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #147	Jul 3rd, 2025 02:28AM	Air Time: **00:10:06**	Max Altitude (Feet): **355.6**
		Total Mileage (Feet): **10,234**	Max Distance (Feet): **2,337**
9680 Slater Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **31.0**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T-SP-2** Bat Printed Serial: **4ERKLCQ6G40P75**		Takeoff Bat: **93%** Takeoff mAh: **4391** Takeoff Volts: **16.807**	Landing Bat: **59%** Landing mAh: **2797** Landing Volts: **15.394**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #148	Jul 3rd, 2025 02:12AM	Air Time: **00:14:14**	Max Altitude (Feet): **321.5**
		Total Mileage (Feet): **6,011**	Max Distance (Feet): **1,830**
9682 Slater Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **31.1**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1B** Bat Printed Serial: **4ERPLCEEA2CB2S**		Takeoff Bat: **87%** Takeoff mAh: **3503** Takeoff Volts: **16.368**	Landing Bat: **23%** Landing mAh: **910** Landing Volts: **14.624**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #149	Jul 3rd, 2025 02:09AM	Air Time: **00:00:30**	Max Altitude (Feet): **9.5**
		Total Mileage (Feet): **40**	Max Distance (Feet): **14**
17535 Reflections Ct, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **30.8**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1B** Bat Printed Serial: **4ERPLCEEA2CB2S**		Takeoff Bat: **90%** Takeoff mAh: **3615** Takeoff Volts: **16.591**	Landing Bat: **88%** Landing mAh: **3531** Landing Volts: **16.023**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #150	Jul 3rd, 2025 02:08AM	Air Time: **00:00:12**	Max Altitude (Feet): **9.5**
		Total Mileage (Feet): **22**	Max Distance (Feet): **8**
17535 Reflections Ct, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **30.7**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1B** Bat Printed Serial: **4ERPLCEEA2CB2S**		Takeoff Bat: **92%** Takeoff mAh: **3675** Takeoff Volts: **16.448**	Landing Bat: **91%** Landing mAh: **3642** Landing Volts: **16.079**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #151	Jul 3rd, 2025 02:08AM	Air Time: **00:00:19**	Max Altitude (Feet): **0.3**
		Total Mileage (Feet): **1**	Max Distance (Feet): **1**
17535 Reflections Ct, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **31.4**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1B** Bat Printed Serial: **4ERPLCEEA2CB2S**		Takeoff Bat: **93%** Takeoff mAh: **3733** Takeoff Volts: **16.673**	Landing Bat: **92%** Landing mAh: **3682** Landing Volts: **16.114**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #152	Jun 28th, 2025 03:53PM 602 ABC	Air Time: **00:19:13** Total Mileage (Feet): **2,809**	Max Altitude (Feet): **271.0** Max Distance (Feet): **976**
11904 Goodale Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **48.0**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1A** Bat Printed Serial: **4ERPLCHEA2CP4U**		Takeoff Bat: **97%** Takeoff mAh: **3883** Takeoff Volts: **16.837**	Landing Bat: **35%** Landing mAh: **1381** Landing Volts: **14.931**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #153	Jun 20th, 2025 09:47PM	Air Time: **00:15:57** Total Mileage (Feet): **2,857**	Max Altitude (Feet): **394.4** Max Distance (Feet): **610**
16650 Harbor Blvd A01, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **56.9**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1B** Bat Printed Serial: **4ERPLCEEA2CB2S**		Takeoff Bat: **74%** Takeoff mAh: **3036** Takeoff Volts: **15.831**	Landing Bat: **6%** Landing mAh: **219** Landing Volts: **14.337**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #154	Jun 19th, 2025 02:05AM	Air Time: **00:00:49** Total Mileage (Feet): **62**	Max Altitude (Feet): **8.2** Max Distance (Feet): **35**
15898 Harbor Blvd, Santa Ana, CA 92704, USA Above Sea Level (Feet): **62.2**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Fly**	
Battery Name: **Bat-FV1-1B** Bat Printed Serial: **7QKPM1ADA000LR**		Takeoff Bat: **95%** Takeoff mAh: **1917** Takeoff Volts: **15.554**	Landing Bat: **90%** Landing mAh: **1809** Landing Volts: **15.345**
Drone Serial Number: **1581F6W8A24340A3M1CY** Drone Name: **FV1-Quang** Drone Type: **Avata 2**			

Flight #155	Jun 15th, 2025 03:33AM	Air Time: **00:05:52** Total Mileage (Feet): **1,608**	Max Altitude (Feet): **395.0** Max Distance (Feet): **601**
9900 Moon River Cir, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **13.0**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1B** Bat Printed Serial: **4ERPLCEEA2CB2S**		Takeoff Bat: **99%** Takeoff mAh: **4030** Takeoff Volts: **16.926**	Landing Bat: **76%** Landing mAh: **3098** Landing Volts: **15.619**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #156	Jun 14th, 2025 08:23PM	Air Time: **00:00:33** Total Mileage (Feet): **130**	Max Altitude (Feet): **4.6** Max Distance (Feet): **53**
9520 Warner Ave Uni C, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **33.7**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Fly**	
Battery Name: **Bat-FV1-1A** Bat Printed Serial: **7QKPLCSDA00157**		Takeoff Bat: **86%** Takeoff mAh: **1734** Takeoff Volts: **15.788**	Landing Bat: **82%** Landing mAh: **1662** Landing Volts: **15.286**
Drone Serial Number: **1581F6W8A24340A3M1CY** Drone Name: **FV1-Quang** Drone Type: **Avata 2**			

Flight #157	Jun 14th, 2025 08:21PM	Air Time: **00:01:51**	Max Altitude (Feet): **4.9**
		Total Mileage (Feet): **192**	Max Distance (Feet): **52**
9520 Warner Ave D, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **33.8**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Fly**	
Battery Name: **Bat-FV1-1A** Bat Printed Serial: **7QKPLCSDA00157**		Takeoff Bat: **99%** Takeoff mAh: **1998** Takeoff Volts: **15.805**	Landing Bat: **86%** Landing mAh: **1742** Landing Volts: **15.25**
Drone Serial Number: **1581F6W8A24340A3M1CY** Drone Name: **FV1-Quang** Drone Type: **Avata 2**			

Flight #158	Jun 13th, 2025 02:11PM	Air Time: **00:00:36**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Fly**	
Battery Name: **Bat-FV1-1A** Bat Printed Serial: **7QKPLCSDA00157**		Takeoff Bat: **46%** Takeoff mAh: **921** Takeoff Volts: **14.8**	Landing Bat: **42%** Landing mAh: **844** Landing Volts: **14.152**
Drone Serial Number: **1581F6W8A24340A3M1CY** Drone Name: **FV1-Quang** Drone Type: **Avata 2**			

Flight #159	Jun 13th, 2025 02:11PM	Air Time: **00:00:00**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Fly**	
Battery Name: **Bat-FV1-1A** Bat Printed Serial: **7QKPLCSDA00157**		Takeoff Bat: **46%** Takeoff mAh: **926** Takeoff Volts: **14.728**	Landing Bat: **46%** Landing mAh: **926** Landing Volts: **14.728**
Drone Serial Number: **1581F6W8A24340A3M1CY** Drone Name: **FV1-Quang** Drone Type: **Avata 2**			

Flight #160	Jun 13th, 2025 02:11PM	Air Time: **00:00:00**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Fly**	
Battery Name: **Bat-FV1-1A** Bat Printed Serial: **7QKPLCSDA00157**		Takeoff Bat: **46%** Takeoff mAh: **928** Takeoff Volts: **14.722**	Landing Bat: **46%** Landing mAh: **928** Landing Volts: **14.722**
Drone Serial Number: **1581F6W8A24340A3M1CY** Drone Name: **FV1-Quang** Drone Type: **Avata 2**			

Flight #161	Jun 13th, 2025 02:11PM	Air Time: **00:00:00**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Fly**	
Battery Name: **Bat-FV1-1A** Bat Printed Serial: **7QKPLCSDA00157**		Takeoff Bat: **46%**	Landing Bat: **46%**
Drone Serial Number: **1581F6W8A24340A3M1CY** Drone Name: **FV1-Quang** Drone Type: **Avata 2**			

Flight #162	Jun 13th, 2025 02:08PM	Air Time: **00:02:13**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Fly**	
Battery Name: **Bat-FV1-1A** Bat Printed Serial: **7QKPLCSDA00157**		Takeoff Bat: **60%** Takeoff mAh: **1219** Takeoff Volts: **15.334**	Landing Bat: **47%** Landing mAh: **938** Landing Volts: **14.301**
Drone Serial Number: **1581F6W8A24340A3M1CY** Drone Name: **FV1-Quang** Drone Type: **Avata 2**			

Flight #163	Jun 13th, 2025 02:03PM	Air Time: **00:00:36**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-FV1-1A**		Takeoff Bat: **65%**	Landing Bat: **62%**
Bat Printed Serial: **7QKPLCSDA00157**		Takeoff mAh: **1318**	Landing mAh: **1248**
		Takeoff Volts: **15.328**	Landing Volts: **14.883**
Drone Serial Number: **1581F6W8A24340A3M1CY**			
Drone Name: **FV1-Quang**	Drone Type: **Avata 2**		

Flight #164	Jun 13th, 2025 02:03PM	Air Time: **00:00:27**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-FV1-1A**		Takeoff Bat: **68%**	Landing Bat: **65%**
Bat Printed Serial: **7QKPLCSDA00157**		Takeoff mAh: **1363**	Landing mAh: **1319**
		Takeoff Volts: **15.418**	Landing Volts: **15.367**
Drone Serial Number: **1581F6W8A24340A3M1CY**			
Drone Name: **FV1-Quang**	Drone Type: **Avata 2**		

Flight #165	Jun 13th, 2025 02:01PM	Air Time: **00:00:59**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-FV1-1A**		Takeoff Bat: **73%**	Landing Bat: **68%**
Bat Printed Serial: **7QKPLCSDA00157**		Takeoff mAh: **1481**	Landing mAh: **1368**
		Takeoff Volts: **15.587**	Landing Volts: **15.027**
Drone Serial Number: **1581F6W8A24340A3M1CY**			
Drone Name: **FV1-Quang**	Drone Type: **Avata 2**		

Flight #166	Jun 13th, 2025 02:01PM	Air Time: **00:00:26**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-FV1-1A**		Takeoff Bat: **75%**	Landing Bat: **73%**
Bat Printed Serial: **7QKPLCSDA00157**		Takeoff mAh: **1524**	Landing mAh: **1483**
		Takeoff Volts: **15.621**	Landing Volts: **15.504**
Drone Serial Number: **1581F6W8A24340A3M1CY**			
Drone Name: **FV1-Quang**	Drone Type: **Avata 2**		

Flight #167	Jun 13th, 2025 01:59PM	Air Time: **00:01:57**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-FV1-1A**		Takeoff Bat: **87%**	Landing Bat: **76%**
Bat Printed Serial: **7QKPLCSDA00157**		Takeoff mAh: **1766**	Landing mAh: **1529**
		Takeoff Volts: **15.979**	Landing Volts: **15.219**
Drone Serial Number: **1581F6W8A24340A3M1CY**			
Drone Name: **FV1-Quang**	Drone Type: **Avata 2**		

Flight #168	Jun 13th, 2025 01:56PM	Air Time: **00:01:59**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-FV1-1A**		Takeoff Bat: **100%**	Landing Bat: **88%**
Bat Printed Serial: **7QKPLCSDA00157**		Takeoff mAh: **2027**	Landing mAh: **1776**
		Takeoff Volts: **16.137**	Landing Volts: **15.418**
Drone Serial Number: **1581F6W8A24340A3M1CY**			
Drone Name: **FV1-Quang**	Drone Type: **Avata 2**		

Flight #169	Jun 13th, 2025 01:56PM	Air Time: **00:01:49**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-AVATA2-G1056G**		Takeoff Bat: **40%**	Landing Bat: **26%**
Bat Printed Serial: **7QKWMCKAG1056G**		Takeoff mAh: **840**	Landing mAh: **544**
		Takeoff Volts: **14.508**	Landing Volts: **13.849**
Drone Serial Number: **1581F6W8B25120020S6L**			
Drone Name: **DJI Avata 2**	Drone Type: **Avata 2**		

Flight #170	Jun 13th, 2025 01:52PM	Air Time: **00:00:30**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-FV-SP-2**		Takeoff Bat: **33%**	Landing Bat: **29%**
Bat Printed Serial: **7QKWM8PAG104MV**		Takeoff mAh: **643**	Landing mAh: **568**
		Takeoff Volts: **14.242**	Landing Volts: **13.837**
Drone Serial Number: **1581F6W8A24340A3M1CY**			
Drone Name: **FV1-Quang**	Drone Type: **Avata 2**		

Flight #171	Jun 13th, 2025 01:49PM	Air Time: **00:02:30**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-FV-SP-2**		Takeoff Bat: **52%**	Landing Bat: **33%**
Bat Printed Serial: **7QKWM8PAG104MV**		Takeoff mAh: **1028**	Landing mAh: **648**
		Takeoff Volts: **15.071**	Landing Volts: **14.009**
Drone Serial Number: **1581F6W8A24340A3M1CY**			
Drone Name: **FV1-Quang**	Drone Type: **Avata 2**		

Flight #172	Jun 13th, 2025 01:47PM	Air Time: **00:08:30**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-AVATA2-G1056G**		Takeoff Bat: **98%**	Landing Bat: **41%**
Bat Printed Serial: **7QKWMCKAG1056G**		Takeoff mAh: **2061**	Landing mAh: **844**
		Takeoff Volts: **16.598**	Landing Volts: **14.224**
Drone Serial Number: **1581F6W8B25120020S6L**			
Drone Name: **DJI Avata 2**	Drone Type: **Avata 2**		

Flight #173	Jun 13th, 2025 01:46PM	Air Time: **00:02:23**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-FV-SP-2**		Takeoff Bat: **70%**	Landing Bat: **52%**
Bat Printed Serial: **7QKWM8PAG104MV**		Takeoff mAh: **1383**	Landing mAh: **1033**
		Takeoff Volts: **15.638**	Landing Volts: **14.712**
Drone Serial Number: **1581F6W8A24340A3M1CY**			
Drone Name: **FV1-Quang**	Drone Type: **Avata 2**		

Flight #174	Jun 13th, 2025 01:44PM	Air Time: **00:02:17**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-FV-SP-2**		Takeoff Bat: **87%**	Landing Bat: **71%**
Bat Printed Serial: **7QKWM8PAG104MV**		Takeoff mAh: **1719**	Landing mAh: **1395**
		Takeoff Volts: **16.166**	Landing Volts: **15.128**
Drone Serial Number: **1581F6W8A24340A3M1CY**			
Drone Name: **FV1-Quang**	Drone Type: **Avata 2**		

Flight #175	Jun 13th, 2025 01:43PM	Air Time: **00:00:08**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-AVATA2-G1056G**		Takeoff Bat: **100%**	Landing Bat: **99%**
Bat Printed Serial: **7QKWMCKAG1056G**		Takeoff mAh: **2101**	Landing mAh: **2085**
		Takeoff Volts: **16.729**	Landing Volts: **16.306**
Drone Serial Number: **1581F6W8B25120020S6L**			
Drone Name: **DJI Avata 2**	Drone Type: **Avata 2**		

Flight #176	Jun 13th, 2025 01:42PM	Air Time: **00:01:32**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-FV-SP-2**		Takeoff Bat: **98%**	Landing Bat: **87%**
Bat Printed Serial: **7QKWM8PAG104MV**		Takeoff mAh: **1937**	Landing mAh: **1722**
		Takeoff Volts: **16.51**	Landing Volts: **15.811**
Drone Serial Number: **1581F6W8A24340A3M1CY**			
Drone Name: **FV1-Quang**	Drone Type: **Avata 2**		

Flight #177	Jun 13th, 2025 01:41PM	Air Time: **00:00:11**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-FV-SP-2**		Takeoff Bat: **99%**	Landing Bat: **98%**
Bat Printed Serial: **7QKWM8PAG104MV**		Takeoff mAh: **1967**	Landing mAh: **1943**
		Takeoff Volts: **16.605**	Landing Volts: **16.158**
Drone Serial Number: **1581F6W8A24340A3M1CY**			
Drone Name: **FV1-Quang**	Drone Type: **Avata 2**		

Flight #178	Jun 13th, 2025 11:58AM	Air Time: **00:00:02**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-AVATA2-G1056G**		Takeoff Bat: **15%**	Landing Bat: **15%**
Bat Printed Serial: **7QKWMCKAG1056G**		Takeoff mAh: **298**	Landing mAh: **292**
		Takeoff Volts: **13.979**	Landing Volts: **13.894**
Drone Serial Number: **1581F6W8B25120020S6L**			
Drone Name: **DJI Avata 2**	Drone Type: **Avata 2**		

Flight #179	Jun 13th, 2025 11:57AM	Air Time: **00:00:02**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-AVATA2-G1056G**		Takeoff Bat: **15%**	Landing Bat: **15%**
Bat Printed Serial: **7QKWMCKAG1056G**		Takeoff mAh: **310**	Landing mAh: **303**
		Takeoff Volts: **13.934**	Landing Volts: **13.787**
Drone Serial Number: **1581F6W8B25120020S6L**			
Drone Name: **DJI Avata 2**	Drone Type: **Avata 2**		

Flight #180	Jun 13th, 2025 11:56AM	Air Time: **00:00:02**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-AVATA2-G1056G**		Takeoff Bat: **17%**	Landing Bat: **17%**
Bat Printed Serial: **7QKWMCKAG1056G**		Takeoff mAh: **356**	Landing mAh: **350**
		Takeoff Volts: **13.823**	Landing Volts: **13.52**
Drone Serial Number: **1581F6W8B25120020S6L**			
Drone Name: **DJI Avata 2**	Drone Type: **Avata 2**		

Flight #181	Jun 13th, 2025 11:56AM	Air Time: **00:00:24**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-AVATA2-G1056G**		Takeoff Bat: **20%**	Landing Bat: **18%**
Bat Printed Serial: **7QKWMCKAG1056G**		Takeoff mAh: **416**	Landing mAh: **357**
		Takeoff Volts: **13.917**	Landing Volts: **13.72**
Drone Serial Number: **1581F6W8B25120020S6L**			
Drone Name: **DJI Avata 2**	Drone Type: **Avata 2**		

Flight #182	Jun 13th, 2025 11:55AM	Air Time: **00:00:27**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-AVATA2-G1056G**		Takeoff Bat: **24%**	Landing Bat: **20%**
Bat Printed Serial: **7QKWMCKAG1056G**		Takeoff mAh: **481**	Landing mAh: **418**
		Takeoff Volts: **13.993**	Landing Volts: **13.772**
Drone Serial Number: **1581F6W8B25120020S6L**			
Drone Name: **DJI Avata 2**	Drone Type: **Avata 2**		

Flight #183	Jun 13th, 2025 11:54AM	Air Time: **00:01:00**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-AVATA2-G1056G**		Takeoff Bat: **30%**	Landing Bat: **24%**
Bat Printed Serial: **7QKWMCKAG1056G**		Takeoff mAh: **622**	Landing mAh: **484**
		Takeoff Volts: **14.215**	Landing Volts: **13.85**
Drone Serial Number: **1581F6W8B25120020S6L**			
Drone Name: **DJI Avata 2**	Drone Type: **Avata 2**		

Flight #184	Jun 13th, 2025 11:53AM	Air Time: **00:00:00**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-AVATA2-G1056G**		Takeoff Bat: **31%**	Landing Bat: **31%**
Bat Printed Serial: **7QKWMCKAG1056G**		Takeoff mAh: **633**	Landing mAh: **631**
		Takeoff Volts: **14.267**	Landing Volts: **14.168**
Drone Serial Number: **1581F6W8B25120020S6L**			
Drone Name: **DJI Avata 2**	Drone Type: **Avata 2**		

Flight #185	Jun 13th, 2025 11:53AM	Air Time: **00:00:32**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-AVATA2-G1056G**		Takeoff Bat: **34%**	Landing Bat: **31%**
Bat Printed Serial: **7QKWMCKAG1056G**		Takeoff mAh: **698**	Landing mAh: **636**
		Takeoff Volts: **14.306**	Landing Volts: **14.122**
Drone Serial Number: **1581F6W8B25120020S6L**			
Drone Name: **DJI Avata 2**	Drone Type: **Avata 2**		

Flight #186	Jun 13th, 2025 11:52AM	Air Time: **00:00:34**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-AVATA2-G1056G**		Takeoff Bat: **38%**	Landing Bat: **34%**
Bat Printed Serial: **7QKWMCKAG1056G**		Takeoff mAh: **775**	Landing mAh: **700**
		Takeoff Volts: **14.403**	Landing Volts: **14.122**
Drone Serial Number: **1581F6W8B25120020S6L**			
Drone Name: **DJI Avata 2**	Drone Type: **Avata 2**		

Flight #187	Jun 13th, 2025 11:52AM	Air Time: **00:00:00**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-AVATA2-G1056G**		Takeoff Bat: **38%**	Landing Bat: **38%**
Bat Printed Serial: **7QKWMCKAG1056G**		Takeoff mAh: **784**	Landing mAh: **781**
		Takeoff Volts: **14.508**	Landing Volts: **14.521**
Drone Serial Number: **1581F6W8B25120020S6L**			
Drone Name: **DJI Avata 2**	Drone Type: **Avata 2**		

Flight #188	Jun 13th, 2025 11:51AM	Air Time: **00:00:27**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-AVATA2-G1056G**		Takeoff Bat: **41%**	Landing Bat: **38%**
Bat Printed Serial: **7QKWMCKAG1056G**		Takeoff mAh: **852**	Landing mAh: **788**
		Takeoff Volts: **14.662**	Landing Volts: **14.269**
Drone Serial Number: **1581F6W8B25120020S6L**			
Drone Name: **DJI Avata 2**	Drone Type: **Avata 2**		

Flight #189	Jun 13th, 2025 11:50AM	Air Time: **00:00:01**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-AVATA2-G1056G**		Takeoff Bat: **42%**	Landing Bat: **42%**
Bat Printed Serial: **7QKWMCKAG1056G**		Takeoff mAh: **867**	Landing mAh: **864**
		Takeoff Volts: **14.594**	Landing Volts: **14.39**
Drone Serial Number: **1581F6W8B25120020S6L**			
Drone Name: **DJI Avata 2**	Drone Type: **Avata 2**		

Flight #190	Jun 13th, 2025 11:49AM	Air Time: **00:00:00**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-AVATA2-G1056G**		Takeoff Bat: **42%**	Landing Bat: **42%**
Bat Printed Serial: **7QKWMCKAG1056G**		Takeoff mAh: **873**	Landing mAh: **872**
		Takeoff Volts: **14.622**	Landing Volts: **14.585**
Drone Serial Number: **1581F6W8B25120020S6L**			
Drone Name: **DJI Avata 2**	Drone Type: **Avata 2**		

Flight #191	Jun 13th, 2025 11:49AM	Air Time: **00:00:22**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-AVATA2-G1056G**		Takeoff Bat: **45%**	Landing Bat: **42%**
Bat Printed Serial: **7QKWMCKAG1056G**		Takeoff mAh: **927**	Landing mAh: **877**
		Takeoff Volts: **14.816**	Landing Volts: **14.395**
Drone Serial Number: **1581F6W8B25120020S6L**			
Drone Name: **DJI Avata 2**	Drone Type: **Avata 2**		

Flight #192	Jun 13th, 2025 11:42AM	Air Time: **00:00:09**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-AVATA2-G1056G**		Takeoff Bat: **47%**	Landing Bat: **46%**
Bat Printed Serial: **7QKWMCKAG1056G**		Takeoff mAh: **983**	Landing mAh: **960**
		Takeoff Volts: **14.804**	Landing Volts: **14.366**
Drone Serial Number: **1581F6W8B25120020S6L**			
Drone Name: **DJI Avata 2**	Drone Type: **Avata 2**		

Flight #193	Jun 13th, 2025 11:41AM	Air Time: **00:03:49**	Max Altitude (Feet): **23.3**
		Total Mileage (Feet): **511**	Max Distance (Feet): **137**
17595 Mt Herrmann St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **33.3**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Fly**	
Battery Name: **Bat-FV1-1B** Bat Printed Serial: **7QKPM1ADA000LR**		Takeoff Bat: **99%** Takeoff mAh: **2016** Takeoff Volts: **16.361**	Landing Bat: **73%** Landing mAh: **1479** Landing Volts: **15.142**
Drone Serial Number: **1581F6W8A24340A3M1CY** Drone Name: **FV1-Quang** Drone Type: **Avata 2**			

Flight #194	Jun 13th, 2025 11:40AM	Air Time: **00:01:25**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Fly**	
Battery Name: **Bat-AVATA2-G1056G** Bat Printed Serial: **7QKWMCKAG1056G**		Takeoff Bat: **60%** Takeoff mAh: **1238** Takeoff Volts: **15.433**	Landing Bat: **48%** Landing mAh: **991** Landing Volts: **14.441**
Drone Serial Number: **1581F6W8B25120020S6L** Drone Name: **DJI Avata 2** Drone Type: **Avata 2**			

Flight #195	Jun 13th, 2025 11:26AM	Air Time: **00:03:03**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **70**	Max Distance (Feet): **51**
17595 Mt Herrmann St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **34.2**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Fly**	
Battery Name: **Bat-AVATA2-G1056G** Bat Printed Serial: **7QKWMCKAG1056G**		Takeoff Bat: **85%** Takeoff mAh: **1777** Takeoff Volts: **16.202**	Landing Bat: **60%** Landing mAh: **1254** Landing Volts: **14.912**
Drone Serial Number: **1581F6W8B25120020S6L** Drone Name: **DJI Avata 2** Drone Type: **Avata 2**			

Flight #196	Jun 13th, 2025 11:21AM	Air Time: **00:01:28**	Max Altitude (Feet): **22.0**
		Total Mileage (Feet): **225**	Max Distance (Feet): **106**
17595 Mt Herrmann St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **34.2**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Fly**	
Battery Name: **Bat-AVATA2-G1056G** Bat Printed Serial: **7QKWMCKAG1056G**		Takeoff Bat: **97%** Takeoff mAh: **2024** Takeoff Volts: **16.566**	Landing Bat: **86%** Landing mAh: **1783** Landing Volts: **15.755**
Drone Serial Number: **1581F6W8B25120020S6L** Drone Name: **DJI Avata 2** Drone Type: **Avata 2**			

Flight #197	Jun 13th, 2025 11:16AM	Air Time: **00:01:53**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Fly**	
Battery Name: **Bat-FV1-1C** Bat Printed Serial: **7QKPM1DDA001CG**		Takeoff Bat: **83%** Takeoff mAh: **1703** Takeoff Volts: **15.685**	Landing Bat: **71%** Landing mAh: **1459** Landing Volts: **15.111**
Drone Serial Number: **1581F6W8A24340A3M1CY** Drone Name: **FV1-Quang** Drone Type: **Avata 2**			

Flight #198	Jun 13th, 2025 11:15AM	Air Time: **00:00:44**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Fly**	
Battery Name: **Bat-FV1-1C** Bat Printed Serial: **7QKPM1DDA001CG**		Takeoff Bat: **89%** Takeoff mAh: **1819** Takeoff Volts: **16.11**	Landing Bat: **84%** Landing mAh: **1711** Landing Volts: **15.322**
Drone Serial Number: **1581F6W8A24340A3M1CY** Drone Name: **FV1-Quang** Drone Type: **Avata 2**			

Flight #199	Jun 13th, 2025 11:13AM	Air Time: **00:01:17**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-FV1-1C**		Takeoff Bat: **98%**	Landing Bat: **89%**
Bat Printed Serial: **7QKPM1DDA001CG**		Takeoff mAh: **2005**	Landing mAh: **1825**
		Takeoff Volts: **16.243**	Landing Volts: **15.531**
Drone Serial Number: **1581F6W8A24340A3M1CY**			
Drone Name: **FV1-Quang**	Drone Type: **Avata 2**		

Flight #200	Jun 13th, 2025 11:12AM	Air Time: **00:00:14**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-FV1-1C**		Takeoff Bat: **99%**	Landing Bat: **98%**
Bat Printed Serial: **7QKPM1DDA001CG**		Takeoff mAh: **2042**	Landing mAh: **2011**
		Takeoff Volts: **16.319**	Landing Volts: **15.614**
Drone Serial Number: **1581F6W8A24340A3M1CY**			
Drone Name: **FV1-Quang**	Drone Type: **Avata 2**		

Flight #201	Jun 13th, 2025 11:03AM	Air Time: **00:00:16**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-AVATA2-G1056G**		Takeoff Bat: **100%**	Landing Bat: **98%**
Bat Printed Serial: **7QKWMCKAG1056G**		Takeoff mAh: **2082**	Landing mAh: **2042**
		Takeoff Volts: **16.532**	Landing Volts: **15.936**
Drone Serial Number: **1581F6W8B25120020S6L**			
Drone Name: **DJI Avata 2**	Drone Type: **Avata 2**		

Flight #202	Jun 13th, 2025 10:59AM	Air Time: **00:00:39**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-FV1-1A**		Takeoff Bat: **42%**	Landing Bat: **38%**
Bat Printed Serial: **7QKPLCSDA00157**		Takeoff mAh: **846**	Landing mAh: **769**
		Takeoff Volts: **14.49**	Landing Volts: **14.187**
Drone Serial Number: **1581F6W8A24340A3M1CY**			
Drone Name: **FV1-Quang**	Drone Type: **Avata 2**		

Flight #203	Jun 13th, 2025 10:58AM	Air Time: **00:00:14**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-FV1-1A**		Takeoff Bat: **43%**	Landing Bat: **42%**
Bat Printed Serial: **7QKPLCSDA00157**		Takeoff mAh: **871**	Landing mAh: **852**
		Takeoff Volts: **14.607**	Landing Volts: **14.438**
Drone Serial Number: **1581F6W8A24340A3M1CY**			
Drone Name: **FV1-Quang**	Drone Type: **Avata 2**		

Flight #204	Jun 13th, 2025 10:56AM	Air Time: **00:01:20**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-FV1-1A**		Takeoff Bat: **52%**	Landing Bat: **44%**
Bat Printed Serial: **7QKPLCSDA00157**		Takeoff mAh: **1035**	Landing mAh: **879**
		Takeoff Volts: **15.013**	Landing Volts: **14.352**
Drone Serial Number: **1581F6W8A24340A3M1CY**			
Drone Name: **FV1-Quang**	Drone Type: **Avata 2**		

Flight #205	Jun 13th, 2025 10:56AM	Air Time: **00:02:37**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-AVATA2-G104YY**		Takeoff Bat: **47%**	Landing Bat: **25%**
Bat Printed Serial: **7QKWMCKAG104YY**		Takeoff mAh: **953**	Landing mAh: **515**
		Takeoff Volts: **14.772**	Landing Volts: **13.699**
Drone Serial Number: **1581F6W8B25120020S6L**			
Drone Name: **DJI Avata 2**	Drone Type: **Avata 2**		

Flight #206	Jun 13th, 2025 10:55AM	Air Time: **00:00:16**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-FV1-1A**		Takeoff Bat: **54%**	Landing Bat: **52%**
Bat Printed Serial: **7QKPLCSDA00157**		Takeoff mAh: **1075**	Landing mAh: **1047**
		Takeoff Volts: **15.084**	Landing Volts: **14.253**
Drone Serial Number: **1581F6W8A24340A3M1CY**			
Drone Name: **FV1-Quang**	Drone Type: **Avata 2**		

Flight #207	Jun 13th, 2025 10:55AM	Air Time: **00:00:09**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-FV1-1A**		Takeoff Bat: **56%**	Landing Bat: **54%**
Bat Printed Serial: **7QKPLCSDA00157**		Takeoff mAh: **1121**	Landing mAh: **1082**
		Takeoff Volts: **15.217**	Landing Volts: **14.671**
Drone Serial Number: **1581F6W8A24340A3M1CY**			
Drone Name: **FV1-Quang**	Drone Type: **Avata 2**		

Flight #208	Jun 13th, 2025 10:53AM	Air Time: **00:01:52**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-AVATA2-G104YY**		Takeoff Bat: **62%**	Landing Bat: **47%**
Bat Printed Serial: **7QKWMCKAG104YY**		Takeoff mAh: **1273**	Landing mAh: **966**
		Takeoff Volts: **15.507**	Landing Volts: **14.495**
Drone Serial Number: **1581F6W8B25120020S6L**			
Drone Name: **DJI Avata 2**	Drone Type: **Avata 2**		

Flight #209	Jun 13th, 2025 10:41AM	Air Time: **00:04:46**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-AVATA2-G104YY**		Takeoff Bat: **99%**	Landing Bat: **63%**
Bat Printed Serial: **7QKWMCKAG104YY**		Takeoff mAh: **2045**	Landing mAh: **1291**
		Takeoff Volts: **16.582**	Landing Volts: **15.062**
Drone Serial Number: **1581F6W8B25120020S6L**			
Drone Name: **DJI Avata 2**	Drone Type: **Avata 2**		

Flight #210	Jun 13th, 2025 08:56AM	Air Time: **00:01:42**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-AVATA2-G1056G**		Takeoff Bat: **33%**	Landing Bat: **19%**
Bat Printed Serial: **7QKWMCKAG1056G**		Takeoff mAh: **668**	Landing mAh: **382**
		Takeoff Volts: **14.382**	Landing Volts: **13.677**
Drone Serial Number: **1581F6W8B25120020S6L**			
Drone Name: **DJI Avata 2**	Drone Type: **Avata 2**		

Flight #211	Jun 13th, 2025 08:56AM	Air Time: **00:00:08**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-AVATA2-G1056G**		Takeoff Bat: **34%**	Landing Bat: **33%**
Bat Printed Serial: **7QKWMCKAG1056G**		Takeoff mAh: **688**	Landing mAh: **672**
		Takeoff Volts: **14.286**	Landing Volts: **14.169**
Drone Serial Number: **1581F6W8B25120020S6L**			
Drone Name: **DJI Avata 2**	Drone Type: **Avata 2**		

Flight #212	Jun 13th, 2025 08:55AM	Air Time: **00:00:00**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-AVATA2-G1056G**		Takeoff Bat: **34%**	Landing Bat: **34%**
Bat Printed Serial: **7QKWMCKAG1056G**		Takeoff mAh: **695**	Landing mAh: **691**
		Takeoff Volts: **14.409**	Landing Volts: **14.414**
Drone Serial Number: **1581F6W8B25120020S6L**			
Drone Name: **DJI Avata 2**	Drone Type: **Avata 2**		

Flight #213	Jun 13th, 2025 08:54AM	Air Time: **00:00:31**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-AVATA2-G1056G**		Takeoff Bat: **39%**	Landing Bat: **35%**
Bat Printed Serial: **7QKWMCKAG1056G**		Takeoff mAh: **787**	Landing mAh: **706**
		Takeoff Volts: **14.464**	Landing Volts: **13.833**
Drone Serial Number: **1581F6W8B25120020S6L**			
Drone Name: **DJI Avata 2**	Drone Type: **Avata 2**		

Flight #214	Jun 13th, 2025 08:53AM	Air Time: **00:00:38**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-AVATA2-G1056G**		Takeoff Bat: **44%**	Landing Bat: **39%**
Bat Printed Serial: **7QKWMCKAG1056G**		Takeoff mAh: **904**	Landing mAh: **804**
		Takeoff Volts: **14.727**	Landing Volts: **13.863**
Drone Serial Number: **1581F6W8B25120020S6L**			
Drone Name: **DJI Avata 2**	Drone Type: **Avata 2**		

Flight #215	Jun 11th, 2025 03:03PM Test Flight	Air Time: **00:01:57**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Ricardo Cendejas**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-FV4-4B**		Takeoff Bat: **88%**	Landing Bat: **77%**
Bat Printed Serial: **7QKWMCKAG104F2**		Takeoff mAh: **1812**	Landing mAh: **1585**
		Takeoff Volts: **16.269**	Landing Volts: **15.282**
Drone Serial Number: **1581F6W8B25120020S5B**			
Drone Name: **FV4-Cendejas**	Drone Type: **Avata 2**		

Flight #216	Jun 11th, 2025 02:58PM Test Flight	Air Time: **00:00:21**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Ricardo Cendejas**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-FV4-4B**		Takeoff Bat: **91%**	Landing Bat: **89%**
Bat Printed Serial: **7QKWMCKAG104F2**		Takeoff mAh: **1879**	Landing mAh: **1838**
		Takeoff Volts: **16.297**	Landing Volts: **15.685**
Drone Serial Number: **1581F6W8B25120020S5B**			
Drone Name: **FV4-Cendejas**	Drone Type: **Avata 2**		

Flight #217	Jun 9th, 2025 11:15AM	Air Time: **00:10:40**	Max Altitude (Feet): **212.9**
		Total Mileage (Feet): **9,310**	Max Distance (Feet): **2,123**
10499 Apache River Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **26.0**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1A** Bat Printed Serial: **4ERPLCHEA2CP4U**		Takeoff Bat: **100%** Takeoff mAh: **4129** Takeoff Volts: **16.997**	Landing Bat: **66%** Landing mAh: **2711** Landing Volts: **15.521**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #218	Jun 8th, 2025 07:19AM	Air Time: **00:00:22**	Max Altitude (Feet): **5.9**
		Total Mileage (Feet): **28**	Max Distance (Feet): **5**
17850 Newhope St #102, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **36.0**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Fly**	
Battery Name: **Bat-AVATA2-G104YY** Bat Printed Serial: **7QKWMCKAG104YY**		Takeoff Bat: **95%** Takeoff mAh: **1895** Takeoff Volts: **16.382**	Landing Bat: **92%** Landing mAh: **1841** Landing Volts: **15.845**
Drone Serial Number: **1581F6W8B25120020S6L** Drone Name: **DJI Avata 2** Drone Type: **Avata 2**			

Flight #219	Jun 8th, 2025 07:17AM	Air Time: **00:00:25**	Max Altitude (Feet): **6.2**
		Total Mileage (Feet): **31**	Max Distance (Feet): **8**
17850 Newhope St #102, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **36.1**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Fly**	
Battery Name: **Bat-AVATA2-G104ZQ** Bat Printed Serial: **7QKWMCKAG104ZQ**		Takeoff Bat: **97%** Takeoff mAh: **1909** Takeoff Volts: **16.391**	Landing Bat: **94%** Landing mAh: **1848** Landing Volts: **15.991**
Drone Serial Number: **1581F6W8B25120020S6L** Drone Name: **DJI Avata 2** Drone Type: **Avata 2**			

Flight #220	Jun 8th, 2025 07:15AM	Air Time: **00:00:58**	Max Altitude (Feet): **5.9**
		Total Mileage (Feet): **51**	Max Distance (Feet): **10**
17850 Newhope St #102, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **36.0**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Fly**	
Battery Name: **Bat-AVATA2-G1056G** Bat Printed Serial: **7QKWMCKAG1056G**		Takeoff Bat: **72%** Takeoff mAh: **1455** Takeoff Volts: **15.71**	Landing Bat: **64%** Landing mAh: **1303** Landing Volts: **14.889**
Drone Serial Number: **1581F6W8B25120020S6L** Drone Name: **DJI Avata 2** Drone Type: **Avata 2**			

Flight #221	Jun 6th, 2025 12:15PM	Air Time: **00:04:21**	Max Altitude (Feet): **163.7**
		Total Mileage (Feet): **2,578**	Max Distance (Feet): **399**
9486 La Luna Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **25.6**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1A** Bat Printed Serial: **4ERPLCHEA2CP4U**		Takeoff Bat: **65%** Takeoff mAh: **2599** Takeoff Volts: **15.848**	Landing Bat: **51%** Landing mAh: **2023** Landing Volts: **15.162**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #222	Jun 6th, 2025 12:04PM	Air Time: **00:01:59**	Max Altitude (Feet): **52.2**
		Total Mileage (Feet): **1,095**	Max Distance (Feet): **385**
Brookhurst-Petunia, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **36.1**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1A** Bat Printed Serial: **4ERPLCHEA2CP4U**		Takeoff Bat: **72%** Takeoff mAh: **2872** Takeoff Volts: **16.045**	Landing Bat: **65%** Landing mAh: **2617** Landing Volts: **15.472**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #223	Jun 6th, 2025 11:58AM	Air Time: **00:01:04**	Max Altitude (Feet): **18.4**
		Total Mileage (Feet): **188**	Max Distance (Feet): **89**
16129 Brookhurst St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **38.7**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1A** Bat Printed Serial: **4ERPLCHEA2CP4U**		Takeoff Bat: **76%** Takeoff mAh: **3025** Takeoff Volts: **16.177**	Landing Bat: **72%** Landing mAh: **2890** Landing Volts: **15.718**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #224	Jun 6th, 2025 11:39AM	Air Time: **00:07:51**	Max Altitude (Feet): **65.3**
		Total Mileage (Feet): **1,225**	Max Distance (Feet): **185**
9020 Edinger Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **36.9**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1A** Bat Printed Serial: **4ERPLCHEA2CP4U**		Takeoff Bat: **100%** Takeoff mAh: **4008** Takeoff Volts: **16.992**	Landing Bat: **76%** Landing mAh: **3042** Landing Volts: **15.783**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #225	Jun 6th, 2025 08:19AM	Air Time: **00:00:30**	Max Altitude (Feet): **12.8**
		Total Mileage (Feet): **112**	Max Distance (Feet): **22**
17535 Reflections Ct, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **31.5**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Fly**	
Battery Name: **Bat-FV4-4A** Bat Printed Serial: **7QKWMCKAG104EL**		Takeoff Bat: **99%** Takeoff mAh: **1963** Takeoff Volts: **16.615**	Landing Bat: **95%** Landing mAh: **1891** Landing Volts: **15.829**
Drone Serial Number: **1581F6W8B25120020S5B** Drone Name: **FV4-Cendejas** Drone Type: **Avata 2**			

Flight #226	Jun 6th, 2025 08:18AM	Air Time: **00:00:38**	Max Altitude (Feet): **9.8**
		Total Mileage (Feet): **122**	Max Distance (Feet): **21**
17535 Reflections Ct, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **31.7**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Fly**	
Battery Name: **Bat-FV4-4C** Bat Printed Serial: **7QKWMCKAG104DU**		Takeoff Bat: **80%** Takeoff mAh: **1663** Takeoff Volts: **16.128**	Landing Bat: **75%** Landing mAh: **1570** Landing Volts: **15.258**
Drone Serial Number: **1581F6W8B25120020S5B** Drone Name: **FV4-Cendejas** Drone Type: **Avata 2**			

Flight #227	Jun 6th, 2025 08:17AM	Air Time: **00:00:58**	Max Altitude (Feet): **6.2**
		Total Mileage (Feet): **25**	Max Distance (Feet): **9**
17535 Reflections Ct, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **31.8**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Fly**	
Battery Name: **Bat-FV4-4B** Bat Printed Serial: **7QKWMCKAG104F2**		Takeoff Bat: **98%** Takeoff mAh: **2021** Takeoff Volts: **16.577**	Landing Bat: **91%** Landing mAh: **1878** Landing Volts: **15.775**
Drone Serial Number: **1581F6W8B25120020S5B** Drone Name: **FV4-Cendejas** Drone Type: **Avata 2**			

Flight #228	Jun 6th, 2025 06:59AM	Air Time: **00:00:00**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Fly**	
Battery Name: **Bat-FV4-4B** Bat Printed Serial: **7QKWMCKAG104F2**		Takeoff Bat: **99%** Takeoff mAh: **2042** Takeoff Volts: **16.651**	Landing Bat: **99%** Landing mAh: **2041** Landing Volts: **16.639**
Drone Serial Number: **1581F6W8B25120020S5B** Drone Name: **FV4-Cendejas** Drone Type: **Avata 2**			

Flight #229	Jun 6th, 2025 06:58AM	Air Time: **00:00:00**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Fly**	
Battery Name: **Bat-FV4-4A** Bat Printed Serial: **7QKWMCKAG104EL**		Takeoff Bat: **99%** Takeoff mAh: **1973** Takeoff Volts: **16.648**	Landing Bat: **99%** Landing mAh: **1971** Landing Volts: **16.628**
Drone Serial Number: **1581F6W8B25120020S5B** Drone Name: **FV4-Cendejas** Drone Type: **Avata 2**			

Flight #230	Jun 6th, 2025 06:57AM	Air Time: **00:00:00**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Fly**	
Battery Name: **Bat-FV4-4C** Bat Printed Serial: **7QKWMCKAG104DU**		Takeoff Bat: **80%** Takeoff mAh: **1671** Takeoff Volts: **16.146**	Landing Bat: **80%** Landing mAh: **1670** Landing Volts: **16.134**
Drone Serial Number: **1581F6W8B25120020S5B** Drone Name: **FV4-Cendejas** Drone Type: **Avata 2**			

Flight #231	Jun 6th, 2025 04:39AM	Air Time: **00:02:10**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Fly**	
Battery Name: **Bat-FV4-4C** Bat Printed Serial: **7QKWMCKAG104DU**		Takeoff Bat: **97%** Takeoff mAh: **1989** Takeoff Volts: **16.512**	Landing Bat: **82%** Landing mAh: **1681** Landing Volts: **15.605**
Drone Serial Number: **1581F6W8B25120020S5B** Drone Name: **FV4-Cendejas** Drone Type: **Avata 2**			

Flight #232	Jun 1st, 2025 02:10PM	Air Time: **00:00:00**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Fly**	
Battery Name: **Bat-FV-SP-2** Bat Printed Serial: **7QKWM8PAG104MV**		Takeoff Bat: **89%**	Landing Bat: **89%**
Drone Serial Number: **1581F6W8A24340A3M1CY** Drone Name: **FV1-Quang** Drone Type: **Avata 2**			

Flight #233	Jun 1st, 2025 02:08PM	Air Time: **00:00:00**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-FV-SP-2**		Takeoff Bat: **89%**	Landing Bat: **89%**
Bat Printed Serial: **7QKWM8PAG104MV**		Takeoff mAh: **1785**	Landing mAh: **1784**
		Takeoff Volts: **16.338**	Landing Volts: **16.338**
Drone Serial Number: **1581F6W8A24340A3M1CY**			
Drone Name: **FV1-Quang**	Drone Type: **Avata 2**		

Flight #234	Jun 1st, 2025 02:06PM	Air Time: **00:01:14**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-FV-SP-2**		Takeoff Bat: **97%**	Landing Bat: **89%**
Bat Printed Serial: **7QKWM8PAG104MV**		Takeoff mAh: **1932**	Landing mAh: **1791**
		Takeoff Volts: **16.51**	Landing Volts: **16.034**
Drone Serial Number: **1581F6W8A24340A3M1CY**			
Drone Name: **FV1-Quang**	Drone Type: **Avata 2**		

Flight #235	Jun 1st, 2025 02:03PM	Air Time: **00:01:29**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Fly**	
Battery Name: **Bat-FV-SP-1**		Takeoff Bat: **98%**	Landing Bat: **90%**
Bat Printed Serial: **7QKWM89AG101RT**		Takeoff mAh: **1970**	Landing mAh: **1797**
		Takeoff Volts: **16.522**	Landing Volts: **15.78**
Drone Serial Number: **1581F6W8A24340A3M1CY**			
Drone Name: **FV1-Quang**	Drone Type: **Avata 2**		

Flight #236	Jun 1st, 2025 01:56PM	Air Time: **00:00:30**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Pilot**	
Battery Name: **Bat-3T-SP-3**		Takeoff Bat: **99%**	Landing Bat: **97%**
Bat Printed Serial: **4ERKLCQ6G40MQ5**		Takeoff mAh: **4687**	Landing mAh: **4615**
		Takeoff Volts: **17.319**	Landing Volts: **17.006**
Drone Serial Number: **1581F5FJC244P00D15V9**			
Drone Name: **DJI 3T1**	Drone Type: **Mavic 3 Thermal**		

Flight #237	Jun 1st, 2025 01:54PM	Air Time: **00:00:30**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Benjamin Osorio**	
		Flight App: **DJI Pilot**	
Battery Name: **Bat-3T-SP-2**		Takeoff Bat: **99%**	Landing Bat: **98%**
Bat Printed Serial: **4ERKLCQ6G40P75**		Takeoff mAh: **4698**	Landing mAh: **4637**
		Takeoff Volts: **17.243**	Landing Volts: **17.012**
Drone Serial Number: **1581F5FJC244P00D15V9**			
Drone Name: **DJI 3T1**	Drone Type: **Mavic 3 Thermal**		

Flight #238	Jun 1st, 2025 04:24AM 25-16788 459 BANK	Air Time: **00:04:43**	Max Altitude (Feet): **12.5**
		Total Mileage (Feet): **831**	Max Distance (Feet): **115**
16192 Harbor Blvd, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **58.4**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Fly**	
Battery Name: **Bat-FV1-1A**		Takeoff Bat: **87%**	Landing Bat: **54%**
Bat Printed Serial: **7QKPLCSDA00157**		Takeoff mAh: **1743**	Landing mAh: **1089**
		Takeoff Volts: **15.74**	Landing Volts: **14.579**
Drone Serial Number: **1581F6W8A24340A3M1CY**			
Drone Name: **FV1-Quang**	Drone Type: **Avata 2**		

Flight #239	May 31st, 2025 11:32AM 25-16703 925C	Air Time: **00:05:06** Total Mileage (Feet): **1,764**	Max Altitude (Feet): **178.1** Max Distance (Feet): **662**
10380 La Ballena Cir, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **27.7**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1C** Bat Printed Serial: **4ERPLCKEA2CX3M**		Takeoff Bat: **99%** Takeoff mAh: **3992** Takeoff Volts: **16.804**	Landing Bat: **83%** Landing mAh: **3359** Landing Volts: **16.016**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #240	May 31st, 2025 04:57AM 25-16673 TC	Air Time: **00:07:19** Total Mileage (Feet): **2,173**	Max Altitude (Feet): **342.5** Max Distance (Feet): **264**
18025 Brookhurst St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **24.0**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1A** Bat Printed Serial: **4ERPLCHEA2CP4U**		Takeoff Bat: **91%** Takeoff mAh: **3671** Takeoff Volts: **16.421**	Landing Bat: **61%** Landing mAh: **2449** Landing Volts: **15.221**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #241	May 21st, 2025 07:34PM TIP A COP	Air Time: **00:00:51** Total Mileage (Feet): **211**	Max Altitude (Feet): **11.2** Max Distance (Feet): **42**
17900 Brookhurst St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **26.7**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Fly**	
Battery Name: **Bat-FV1-1A** Bat Printed Serial: **7QKPLCSDA00157**		Takeoff Bat: **40%** Takeoff mAh: **796** Takeoff Volts: **14.425**	Landing Bat: **35%** Landing mAh: **693** Landing Volts: **13.933**
Drone Serial Number: **1581F6W8A24340A3M1CY** Drone Name: **FV1-Quang** Drone Type: **Avata 2**			

Flight #242	May 21st, 2025 06:58PM TIP A COP	Air Time: **00:00:20** Total Mileage (Feet): **38**	Max Altitude (Feet): **6.6** Max Distance (Feet): **28**
10105 Talbert Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **26.7**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Fly**	
Battery Name: **Bat-FV1-1A** Bat Printed Serial: **7QKPLCSDA00157**		Takeoff Bat: **43%** Takeoff mAh: **890** Takeoff Volts: **14.26**	Landing Bat: **41%** Landing mAh: **840** Landing Volts: **14.2**
Drone Serial Number: **1581F6W8A24340A3M1CY** Drone Name: **FV1-Quang** Drone Type: **Avata 2**			

Flight #243	May 21st, 2025 06:56PM TIP A COP	Air Time: **00:00:58** Total Mileage (Feet): **141**	Max Altitude (Feet): **9.8** Max Distance (Feet): **40**
10105 Talbert Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **26.7**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Fly**	
Battery Name: **Bat-FV1-1A** Bat Printed Serial: **7QKPLCSDA00157**		Takeoff Bat: **51%** Takeoff mAh: **1043** Takeoff Volts: **14.624**	Landing Bat: **44%** Landing mAh: **897** Landing Volts: **14.216**
Drone Serial Number: **1581F6W8A24340A3M1CY** Drone Name: **FV1-Quang** Drone Type: **Avata 2**			

Flight #244	May 21st, 2025 06:54PM TIP A COP	Air Time: **00:00:36** Total Mileage (Feet): **51**	Max Altitude (Feet): **7.9** Max Distance (Feet): **126**
10105 Talbert Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **27.8**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Fly**	
Battery Name: **Bat-FV1-1A** Bat Printed Serial: **7QKPLCSDA00157**		Takeoff Bat: **55%** Takeoff mAh: **1142** Takeoff Volts: **14.933**	Landing Bat: **51%** Landing mAh: **1056** Landing Volts: **14.526**
Drone Serial Number: **1581F6W8A24340A3M1CY** Drone Name: **FV1-Quang** Drone Type: **Avata 2**			

Flight #245	May 21st, 2025 06:51PM TIP A COP	Air Time: **00:00:26** Total Mileage (Feet): **121**	Max Altitude (Feet): **9.2** Max Distance (Feet): **105**
17920 Brookhurst St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **26.6**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Fly**	
Battery Name: **Bat-FV1-1A** Bat Printed Serial: **7QKPLCSDA00157**		Takeoff Bat: **59%** Takeoff mAh: **1225** Takeoff Volts: **14.874**	Landing Bat: **56%** Landing mAh: **1163** Landing Volts: **14.724**
Drone Serial Number: **1581F6W8A24340A3M1CY** Drone Name: **FV1-Quang** Drone Type: **Avata 2**			

Flight #246	May 21st, 2025 06:49PM TIP A COP	Air Time: **00:01:01** Total Mileage (Feet): **279**	Max Altitude (Feet): **28.5** Max Distance (Feet): **202**
10105 Talbert Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **26.9**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Fly**	
Battery Name: **Bat-FV1-1A** Bat Printed Serial: **7QKPLCSDA00157**		Takeoff Bat: **67%** Takeoff mAh: **1381** Takeoff Volts: **15.159**	Landing Bat: **60%** Landing mAh: **1231** Landing Volts: **14.802**
Drone Serial Number: **1581F6W8A24340A3M1CY** Drone Name: **FV1-Quang** Drone Type: **Avata 2**			

Flight #247	May 21st, 2025 06:45PM TIP A COP	Air Time: **00:01:53** Total Mileage (Feet): **531**	Max Altitude (Feet): **13.5** Max Distance (Feet): **158**
17900 Brookhurst St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **26.9**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Fly**	
Battery Name: **Bat-FV1-1A** Bat Printed Serial: **7QKPLCSDA00157**		Takeoff Bat: **80%** Takeoff mAh: **1666** Takeoff Volts: **15.868**	Landing Bat: **67%** Landing mAh: **1395** Landing Volts: **15.051**
Drone Serial Number: **1581F6W8A24340A3M1CY** Drone Name: **FV1-Quang** Drone Type: **Avata 2**			

Flight #248	May 21st, 2025 06:04PM TIP A COP	Air Time: **00:00:18** Total Mileage (Feet): **51**	Max Altitude (Feet): **5.2** Max Distance (Feet): **27**
10105 Talbert Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **26.6**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Fly**	
Battery Name: **Bat-FV1-1A** Bat Printed Serial: **7QKPLCSDA00157**		Takeoff Bat: **83%** Takeoff mAh: **1676** Takeoff Volts: **15.841**	Landing Bat: **82%** Landing mAh: **1640** Landing Volts: **15.683**
Drone Serial Number: **1581F6W8A24340A3M1CY** Drone Name: **FV1-Quang** Drone Type: **Avata 2**			

Flight #249	May 21st, 2025 05:56PM TIP A COP	Air Time: **00:01:18** Total Mileage (Feet): **186**	Max Altitude (Feet): **6.2** Max Distance (Feet): **32**
10105 Talbert Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **26.6**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Fly**	
Battery Name: **Bat-FV1-1A** Bat Printed Serial: **7QKPLCSDA00157**		Takeoff Bat: **95%** Takeoff mAh: **1903** Takeoff Volts: **16.258**	Landing Bat: **86%** Landing mAh: **1719** Landing Volts: **15.543**
Drone Serial Number: **1581F6W8A24340A3M1CY** Drone Name: **FV1-Quang** Drone Type: **Avata 2**			

Flight #250	May 19th, 2025 06:49PM EXPLORER DEMO	Air Time: **00:02:53** Total Mileage (Feet): **521**	Max Altitude (Feet): **48.2** Max Distance (Feet): **62**
10060 Slater Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **32.5**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1A** Bat Printed Serial: **4ERPLCHEA2CP4U**		Takeoff Bat: **43%** Takeoff mAh: **1814** Takeoff Volts: **15.225**	Landing Bat: **32%** Landing mAh: **1324** Landing Volts: **14.722**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #251	May 19th, 2025 06:42PM EXPLORER DEMO	Air Time: **00:03:31** Total Mileage (Feet): **703**	Max Altitude (Feet): **23.0** Max Distance (Feet): **61**
10060 Slater Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **32.5**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1A** Bat Printed Serial: **4ERPLCHEA2CP4U**		Takeoff Bat: **59%** Takeoff mAh: **2518** Takeoff Volts: **15.606**	Landing Bat: **46%** Landing mAh: **1921** Landing Volts: **14.997**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #252	May 19th, 2025 06:23PM EXPLORER DEMO	Air Time: **00:10:08** Total Mileage (Feet): **1,692**	Max Altitude (Feet): **63.6** Max Distance (Feet): **115**
17535 Reflections Ct, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **32.4**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1A** Bat Printed Serial: **4ERPLCHEA2CP4U**		Takeoff Bat: **99%** Takeoff mAh: **4211** Takeoff Volts: **16.962**	Landing Bat: **60%** Landing mAh: **2549** Landing Volts: **15.208**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #253	May 14th, 2025 10:05AM Assist STA 47	Air Time: **00:19:49** Total Mileage (Feet): **6,620**	Max Altitude (Feet): **393.7** Max Distance (Feet): **2,143**
8432 Melrose Cir, Westminster, CA 92683, USA Above Sea Level (Feet): **47.5**		Pilot-in-Command: **Ricardo Cendejas** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2B** Bat Printed Serial: **4ERPLCEEA2CB1L**		Takeoff Bat: **99%** Takeoff mAh: **4205** Takeoff Volts: **16.833**	Landing Bat: **38%** Landing mAh: **1615** Landing Volts: **14.878**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #254	May 14th, 2025 09:37AM Assist STA 47	Air Time: **00:27:02** Total Mileage (Feet): **6,753**	Max Altitude (Feet): **365.5** Max Distance (Feet): **2,161**
8432 Melrose Cir, Westminster, CA 92683, USA Above Sea Level (Feet): **47.4**		Pilot-in-Command: **Ricardo Cendejas** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2A** Bat Printed Serial: **4ERPM49EA3HEMH**		Takeoff Bat: **100%** Takeoff mAh: **4197** Takeoff Volts: **16.916**	Landing Bat: **14%** Landing mAh: **586** Landing Volts: **14.523**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #255	May 13th, 2025 04:10PM Test Flight	Air Time: **00:06:30** Total Mileage (Feet): **100**	Max Altitude (Feet): **21.3** Max Distance (Feet): **10**
17535 Reflections Ct, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **31.7**		Pilot-in-Command: **Ricardo Cendejas** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2A** Bat Printed Serial: **4ERPM49EA3HEMH**		Takeoff Bat: **71%** Takeoff mAh: **2919** Takeoff Volts: **15.758**	Landing Bat: **51%** Landing mAh: **2102** Landing Volts: **15.02**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #256	May 12th, 2025 12:09PM 25-14629 47 ASSIST	Air Time: **00:10:12** Total Mileage (Feet): **7,052**	Max Altitude (Feet): **356.6** Max Distance (Feet): **2,473**
8402 Melrose Cir, Westminster, CA 92683, USA Above Sea Level (Feet): **46.4**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1A** Bat Printed Serial: **4ERPLCHEA2CP4U**		Takeoff Bat: **98%** Takeoff mAh: **4141** Takeoff Volts: **16.938**	Landing Bat: **66%** Landing mAh: **2778** Landing Volts: **15.467**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #257	May 9th, 2025 11:39PM 25-14376 459A	Air Time: **00:01:35** Total Mileage (Feet): **1,225**	Max Altitude (Feet): **14.8** Max Distance (Feet): **483**
Warner-Ward, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **38.1**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Fly**	
Battery Name: **Bat-FV1-1A** Bat Printed Serial: **7QKPLCSDA00157**		Takeoff Bat: **43%** Takeoff mAh: **864** Takeoff Volts: **14.398**	Landing Bat: **32%** Landing mAh: **635** Landing Volts: **13.796**
Drone Serial Number: **1581F6W8A24340A3M1CY** Drone Name: **FV1-Quang** Drone Type: **Avata 2**			

Flight #258	May 9th, 2025 03:29AM 25-14268 459A	Air Time: **00:03:09** Total Mileage (Feet): **1,592**	Max Altitude (Feet): **12.5** Max Distance (Feet): **587**
Warner-Ward, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **37.0**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Fly**	
Battery Name: **Bat-FV1-1A** Bat Printed Serial: **7QKPLCSDA00157**		Takeoff Bat: **67%** Takeoff mAh: **1365** Takeoff Volts: **15.543**	Landing Bat: **46%** Landing mAh: **925** Landing Volts: **14.08**
Drone Serial Number: **1581F6W8A24340A3M1CY** Drone Name: **FV1-Quang** Drone Type: **Avata 2**			

Flight #259	May 9th, 2025 01:08AM 25-14262 PROWLER	Air Time: **00:08:20** Total Mileage (Feet): **3,208**	Max Altitude (Feet): **338.6** Max Distance (Feet): **725**
16780 Harbor Blvd, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **52.0**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1A** Bat Printed Serial: **4ERPLCHEA2CP4U**		Takeoff Bat: **66%** Takeoff mAh: **2836** Takeoff Volts: **15.746**	Landing Bat: **33%** Landing mAh: **1386** Landing Volts: **14.6**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #260	May 2nd, 2025 08:40AM Test Flight	Air Time: **00:21:41** Total Mileage (Feet): **2,435**	Max Altitude (Feet): **289.7** Max Distance (Feet): **836**
9065 Warner Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **30.9**		Pilot-in-Command: **Ricardo Cendejas** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2B** Bat Printed Serial: **4ERPLCEEA2CB1L**		Takeoff Bat: **99%** Takeoff mAh: **4225** Takeoff Volts: **16.768**	Landing Bat: **33%** Landing mAh: **1412** Landing Volts: **14.78**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #261	May 1st, 2025 08:21PM 25-13442 SURV	Air Time: **00:03:57** Total Mileage (Feet): **401**	Max Altitude (Feet): **10.5** Max Distance (Feet): **119**
18101 Mt Washington St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **31.3**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Fly**	
Battery Name: **Bat-FV1-1A** Bat Printed Serial: **7QKPLCSDA00157**		Takeoff Bat: **94%** Takeoff mAh: **1909** Takeoff Volts: **15.809**	Landing Bat: **67%** Landing mAh: **1357** Landing Volts: **14.947**
Drone Serial Number: **1581F6W8A24340A3M1CY** Drone Name: **FV1-Quang** Drone Type: **Avata 2**			

Flight #262	May 1st, 2025 08:06PM 25-13442 SURVEILLANCE TALBERT/ MT. WASH	Air Time: **00:11:01** Total Mileage (Feet): **5,201**	Max Altitude (Feet): **394.4** Max Distance (Feet): **857**
11165 Condor Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **29.9**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1A** Bat Printed Serial: **4ERPLCHEA2CP4U**		Takeoff Bat: **99%** Takeoff mAh: **4229** Takeoff Volts: **17.03**	Landing Bat: **68%** Landing mAh: **2867** Landing Volts: **15.553**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #263	May 1st, 2025 04:10PM Test Flight	Air Time: **00:13:58** Total Mileage (Feet): **410**	Max Altitude (Feet): **393.4** Max Distance (Feet): **33**
10200 Slater Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **30.7**		Pilot-in-Command: **Ricardo Cendejas** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2D** Bat Printed Serial: **4ERPLCKEA2CWX2**		Takeoff Bat: **78%** Takeoff mAh: **3222** Takeoff Volts: **16.219**	Landing Bat: **25%** Landing mAh: **1040** Landing Volts: **14.751**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #264	May 1st, 2025 04:10PM Test Flight	Air Time: **00:00:00** Total Mileage (Feet): **1**	Max Altitude (Feet): **0.0** Max Distance (Feet): **1**
10200 Slater Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **30.7**		Pilot-in-Command: **Ricardo Cendejas** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2D** Bat Printed Serial: **4ERPLCKEA2CWX2**		Takeoff Bat: **78%** Takeoff mAh: **3226** Takeoff Volts: **16.161**	Landing Bat: **78%** Landing mAh: **3223** Landing Volts: **16.207**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #265	May 1st, 2025 03:58PM Test Flight	Air Time: **00:03:37** Total Mileage (Feet): **223**	Max Altitude (Feet): **15.7** Max Distance (Feet): **82**
10200 Slater Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **30.6**		Pilot-in-Command: **Ricardo Cendejas** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2D** Bat Printed Serial: **4ERPLCKEA2CWX2**		Takeoff Bat: **91%** Takeoff mAh: **3768** Takeoff Volts: **16.611**	Landing Bat: **78%** Landing mAh: **3245** Landing Volts: **15.919**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #266	May 1st, 2025 03:54PM Test Flight	Air Time: **00:02:19** Total Mileage (Feet): **128**	Max Altitude (Feet): **21.7** Max Distance (Feet): **66**
10200 Slater Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **30.6**		Pilot-in-Command: **Ricardo Cendejas** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2D** Bat Printed Serial: **4ERPLCKEA2CWX2**		Takeoff Bat: **100%** Takeoff mAh: **4142** Takeoff Volts: **16.973**	Landing Bat: **92%** Landing mAh: **3816** Landing Volts: **16.38**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #267	May 1st, 2025 02:18PM Training	Air Time: **00:18:53** Total Mileage (Feet): **3,755**	Max Altitude (Feet): **298.9** Max Distance (Feet): **1,728**
16580 Harbor Blvd F, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **57.0**		Pilot-in-Command: **Ricardo Cendejas** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2A** Bat Printed Serial: **4ERPM49EA3HEMH**		Takeoff Bat: **100%** Takeoff mAh: **4120** Takeoff Volts: **16.886**	Landing Bat: **41%** Landing mAh: **1667** Landing Volts: **14.953**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #268	Apr 30th, 2025 03:26PM 25-09007 PC 459	Air Time: **00:11:06** Total Mileage (Feet): **6,931**	Max Altitude (Feet): **383.2** Max Distance (Feet): **2,253**
9732 Pandora Ln, Anaheim, CA 92804, USA Above Sea Level (Feet): **95.7**		Pilot-in-Command: **Ricardo Cendejas** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2A** Bat Printed Serial: **4ERPM49EA3HEMH**		Takeoff Bat: **67%** Takeoff mAh: **2835** Takeoff Volts: **15.748**	Landing Bat: **29%** Landing mAh: **1217** Landing Volts: **14.711**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #269	Apr 27th, 2025 01:41PM	Air Time: **00:00:12**	Max Altitude (Feet): **3.0**
		Total Mileage (Feet): **15**	Max Distance (Feet): **54**
P2GW+6G Fountain Valley, CA, USA Above Sea Level (Feet): **39.7**		Pilot-in-Command: **Brian Mosher** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2A** Bat Printed Serial: **4ERPM49EA3HEMH**		Takeoff Bat: **77%** Takeoff mAh: **3273** Takeoff Volts: **16.087**	Landing Bat: **76%** Landing mAh: **3240** Landing Volts: **15.84**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #270	Apr 27th, 2025 01:28PM	Air Time: **00:04:26**	Max Altitude (Feet): **70.9**
		Total Mileage (Feet): **148**	Max Distance (Feet): **40**
16298 Brookhurst St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **39.7**		Pilot-in-Command: **Brian Mosher** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2A** Bat Printed Serial: **4ERPM49EA3HEMH**		Takeoff Bat: **100%** Takeoff mAh: **4258** Takeoff Volts: **16.86**	Landing Bat: **83%** Landing mAh: **3549** Landing Volts: **15.975**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #271	Apr 26th, 2025 06:19AM 25-12847 STA 42 PURSUIT	Air Time: **00:06:59**	Max Altitude (Feet): **388.8**
		Total Mileage (Feet): **4,142**	Max Distance (Feet): **840**
8511 Rockfish Cir, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **41.0**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1D** Bat Printed Serial: **4ERPLCKEA2CX7L**		Takeoff Bat: **94%** Takeoff mAh: **3876** Takeoff Volts: **16.431**	Landing Bat: **67%** Landing mAh: **2751** Landing Volts: **15.309**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #272	Apr 25th, 2025 12:07PM 25-12754 925 CIRCS	Air Time: **00:00:43**	Max Altitude (Feet): **197.5**
		Total Mileage (Feet): **47**	Max Distance (Feet): **13**
10413 Teal Cir, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **22.3**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1D** Bat Printed Serial: **4ERPLCKEA2CX7L**		Takeoff Bat: **97%** Takeoff mAh: **4023** Takeoff Volts: **16.78**	Landing Bat: **95%** Landing mAh: **3924** Landing Volts: **16.418**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #273	Apr 22nd, 2025 10:32PM 25-12481 ALARM ABC	Air Time: **00:07:57**	Max Altitude (Feet): **215.6**
		Total Mileage (Feet): **3,805**	Max Distance (Feet): **1,039**
16790 Harbor Blvd, Santa Ana, CA 92704, USA Above Sea Level (Feet): **50.5**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1A** Bat Printed Serial: **4ERPLCHEA2CP4U**		Takeoff Bat: **99%** Takeoff mAh: **4242** Takeoff Volts: **16.82**	Landing Bat: **70%** Landing mAh: **3001** Landing Volts: **15.586**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #274	Apr 19th, 2025 11:47PM 25-12193 602/ 925 CIRCS	Air Time: **00:09:23** Total Mileage (Feet): **5,316**	Max Altitude (Feet): **394.0** Max Distance (Feet): **2,128**
18963 Acacia St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **12.7**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1D** Bat Printed Serial: **4ERPLCKEA2CX7L**		Takeoff Bat: **97%** Takeoff mAh: **4024** Takeoff Volts: **16.824**	Landing Bat: **61%** Landing mAh: **2514** Landing Volts: **15.306**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #275	Apr 19th, 2025 11:46PM TEST FLIGHT / TRAINING	Air Time: **00:00:29** Total Mileage (Feet): **44**	Max Altitude (Feet): **9.8** Max Distance (Feet): **33**
9168 Oriole Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **12.7**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1D** Bat Printed Serial: **4ERPLCKEA2CX7L**		Takeoff Bat: **99%** Takeoff mAh: **4104** Takeoff Volts: **16.848**	Landing Bat: **98%** Landing mAh: **4029** Landing Volts: **16.426**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #276	Apr 19th, 2025 01:08PM 25-12140 10851	Air Time: **00:09:36** Total Mileage (Feet): **4,359**	Max Altitude (Feet): **234.6** Max Distance (Feet): **1,024**
18310 Ward St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **24.6**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1C** Bat Printed Serial: **4ERPLCKEA2CX3M**		Takeoff Bat: **82%** Takeoff mAh: **3339** Takeoff Volts: **16.29**	Landing Bat: **52%** Landing mAh: **2116** Landing Volts: **15.234**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #277	Apr 19th, 2025 10:41AM 25-12111 COMMUNITY EVENT	Air Time: **00:05:13** Total Mileage (Feet): **3,241**	Max Altitude (Feet): **232.9** Max Distance (Feet): **834**
16400 Brookhurst St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **40.2**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1C** Bat Printed Serial: **4ERPLCKEA2CX3M**		Takeoff Bat: **100%** Takeoff mAh: **4056** Takeoff Volts: **17.041**	Landing Bat: **84%** Landing mAh: **3409** Landing Volts: **16.059**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #278	Apr 19th, 2025 02:05AM TEST FLIGHT / TRAINING	Air Time: **00:04:48** Total Mileage (Feet): **3,807**	Max Altitude (Feet): **339.6** Max Distance (Feet): **854**
10507 Garfield Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **22.1**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1B** Bat Printed Serial: **4ERPLCEEA2CB2S**		Takeoff Bat: **98%** Takeoff mAh: **4064** Takeoff Volts: **16.967**	Landing Bat: **85%** Landing mAh: **3496** Landing Volts: **16.107**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #279	Apr 19th, 2025 02:04AM TEST FLIGHT / TRAINING	Air Time: **00:00:15** Total Mileage (Feet): **10**	Max Altitude (Feet): **9.8** Max Distance (Feet): **4**
10507 Garfield Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **22.3**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1B** Bat Printed Serial: **4ERPLCEEA2CB2S**		Takeoff Bat: **100%** Takeoff mAh: **4107** Takeoff Volts: **16.912**	Landing Bat: **99%** Landing mAh: **4075** Landing Volts: **16.637**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #280	Apr 18th, 2025 01:57AM TRAINING	Air Time: **00:04:18** Total Mileage (Feet): **2,290**	Max Altitude (Feet): **94.2** Max Distance (Feet): **869**
11179 Talbert Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **34.8**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Fly**	
Battery Name: **Bat-FV1-1A** Bat Printed Serial: **7QKPLCSDA00157**		Takeoff Bat: **76%** Takeoff mAh: **1544** Takeoff Volts: **15.098**	Landing Bat: **45%** Landing mAh: **911** Landing Volts: **14.109**
Drone Serial Number: **1581F6W8A24340A3M1CY** Drone Name: **FV1-Quang** Drone Type: **Avata 2**			

Flight #281	Apr 18th, 2025 01:36AM 25-11995 PATROL CHECK TALBERT / MT. WASH	Air Time: **00:15:04** Total Mileage (Feet): **6,761**	Max Altitude (Feet): **377.3** Max Distance (Feet): **1,434**
11179 Talbert Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **34.2**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1A** Bat Printed Serial: **4ERPLCHEA2CP4U**		Takeoff Bat: **84%** Takeoff mAh: **3591** Takeoff Volts: **16.256**	Landing Bat: **26%** Landing mAh: **1080** Landing Volts: **14.584**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #282	Apr 18th, 2025 01:35AM TEST FLIGHT / TRAINING	Air Time: **00:00:32** Total Mileage (Feet): **40**	Max Altitude (Feet): **151.9** Max Distance (Feet): **12**
11179 Talbert Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **34.5**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1A** Bat Printed Serial: **4ERPLCHEA2CP4U**		Takeoff Bat: **86%** Takeoff mAh: **3697** Takeoff Volts: **16.44**	Landing Bat: **84%** Landing mAh: **3604** Landing Volts: **15.66**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #283	Apr 17th, 2025 10:57PM TRAINING	Air Time: **00:01:51** Total Mileage (Feet): **658**	Max Altitude (Feet): **27.6** Max Distance (Feet): **148**
P3G2+FJ Parking for new repurposed area, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **39.0**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Fly**	
Battery Name: **Bat-FV1-1A** Bat Printed Serial: **7QKPLCSDA00157**		Takeoff Bat: **88%** Takeoff mAh: **1787** Takeoff Volts: **16.175**	Landing Bat: **77%** Landing mAh: **1568** Landing Volts: **15.243**
Drone Serial Number: **1581F6W8A24340A3M1CY** Drone Name: **FV1-Quang** Drone Type: **Avata 2**			

Flight #284	Apr 17th, 2025 10:53PM TRAINING	Air Time: **00:01:12** Total Mileage (Feet): **212**	Max Altitude (Feet): **18.0** Max Distance (Feet): **48**
P3G2+FJ Parking for new repurposed area, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **38.7**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Fly**	
Battery Name: **Bat-FV1-1A** Bat Printed Serial: **7QKPLCSDA00157**		Takeoff Bat: **96%** Takeoff mAh: **1958** Takeoff Volts: **15.653**	Landing Bat: **89%** Landing mAh: **1815** Landing Volts: **15.418**
Drone Serial Number: **1581F6W8A24340A3M1CY** Drone Name: **FV1-Quang** Drone Type: **Avata 2**			

Flight #285	Apr 17th, 2025 10:50PM TEST FLIGHT / TRAINING	Air Time: **00:01:08** Total Mileage (Feet): **55**	Max Altitude (Feet): **122.0** Max Distance (Feet): **9**
P3G2+FJ Parking for new repurposed area, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **38.9**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1A** Bat Printed Serial: **4ERPLCHEA2CP4U**		Takeoff Bat: **96%** Takeoff mAh: **4115** Takeoff Volts: **16.833**	Landing Bat: **92%** Landing mAh: **3933** Landing Volts: **16.105**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #286	Apr 15th, 2025 11:23PM 25-11794 602	Air Time: **00:04:26** Total Mileage (Feet): **578**	Max Altitude (Feet): **17.7** Max Distance (Feet): **184**
16451 San Jacinto St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **50.2**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Fly**	
Battery Name: **Bat-FV1-1B** Bat Printed Serial: **7QKPM1ADA000LR**		Takeoff Bat: **93%** Takeoff mAh: **1879** Takeoff Volts: **15.699**	Landing Bat: **63%** Landing mAh: **1264** Landing Volts: **14.909**
Drone Serial Number: **1581F6W8A24340A3M1CY** Drone Name: **FV1-Quang** Drone Type: **Avata 2**			

Flight #287	Apr 13th, 2025 01:34PM 25-11520 ALARM	Air Time: **00:02:29** Total Mileage (Feet): **206**	Max Altitude (Feet): **282.2** Max Distance (Feet): **70**
10065 Garfield Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **18.7**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1A** Bat Printed Serial: **4ERPLCHEA2CP4U**		Takeoff Bat: **44%** Takeoff mAh: **1881** Takeoff Volts: **15.258**	Landing Bat: **36%** Landing mAh: **1553** Landing Volts: **14.737**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #288	Apr 13th, 2025 04:27AM 25-11481 488 NOW	Air Time: **00:02:19** Total Mileage (Feet): **450**	Max Altitude (Feet): **169.0** Max Distance (Feet): **181**
9177 McBride River Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **14.5**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1D** Bat Printed Serial: **4ERPLCKEA2CX7L**		Takeoff Bat: **31%** Takeoff mAh: **1282** Takeoff Volts: **15.101**	Landing Bat: **21%** Landing mAh: **857** Landing Volts: **14.684**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #289	Apr 13th, 2025 04:04AM 25-11481 488 NOW	Air Time: **00:17:30** Total Mileage (Feet): **19,417**	Max Altitude (Feet): **393.7** Max Distance (Feet): **4,568**
9425 Ellis Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **13.9**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1D** Bat Printed Serial: **4ERPLCKEA2CX7L**		Takeoff Bat: **99%** Takeoff mAh: **4141** Takeoff Volts: **16.856**	Landing Bat: **32%** Landing mAh: **1304** Landing Volts: **14.804**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #290	Apr 13th, 2025 12:42AM 25-11478 10851 HOPKINS	Air Time: **00:12:37** Total Mileage (Feet): **6,236**	Max Altitude (Feet): **394.7** Max Distance (Feet): **862**
10525 Slater Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **33.0**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1B** Bat Printed Serial: **4ERPLCEEA2CB2S**		Takeoff Bat: **99%** Takeoff mAh: **4120** Takeoff Volts: **16.84**	Landing Bat: **50%** Landing mAh: **2070** Landing Volts: **15.014**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #291	Apr 13th, 2025 12:21AM 25-11478 10851 HOPKINS	Air Time: **00:20:22** Total Mileage (Feet): **8,981**	Max Altitude (Feet): **394.4** Max Distance (Feet): **1,932**
10545 Slater Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **32.4**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1C** Bat Printed Serial: **4ERPLCKEA2CX3M**		Takeoff Bat: **98%** Takeoff mAh: **4130** Takeoff Volts: **16.903**	Landing Bat: **16%** Landing mAh: **662** Landing Volts: **14.549**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #292	Apr 12th, 2025 08:01PM 25-11455 ALARM	Air Time: **00:04:08** Total Mileage (Feet): **204**	Max Altitude (Feet): **7.9** Max Distance (Feet): **93**
18305 Euclid St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **27.7**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Fly**	
Battery Name: **Bat-FV1-1A** Bat Printed Serial: **7QKPLCSDA00157**		Takeoff Bat: **99%** Takeoff mAh: **1993** Takeoff Volts: **16.343**	Landing Bat: **70%** Landing mAh: **1408** Landing Volts: **15.125**
Drone Serial Number: **1581F6W8A24340A3M1CY** Drone Name: **FV1-Quang** Drone Type: **Avata 2**			

Flight #293	Apr 12th, 2025 01:44PM 25-11417 602	Air Time: **00:18:55** Total Mileage (Feet): **4,628**	Max Altitude (Feet): **234.9** Max Distance (Feet): **1,464**
9046 Swallow Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **14.1**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1A** Bat Printed Serial: **4ERPLCHEA2CP4U**		Takeoff Bat: **100%** Takeoff mAh: **4276** Takeoff Volts: **16.976**	Landing Bat: **45%** Landing mAh: **1908** Landing Volts: **15.053**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #294	Apr 10th, 2025 11:20PM 25-11227 PATROL CHECK	Air Time: **00:14:55** Total Mileage (Feet): **13,792**	Max Altitude (Feet): **359.9** Max Distance (Feet): **3,562**
11291 Talbert Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **34.3**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1C** Bat Printed Serial: **4ERPLCKEA2CX3M**		Takeoff Bat: **99%** Takeoff mAh: **4164** Takeoff Volts: **16.922**	Landing Bat: **40%** Landing mAh: **1688** Landing Volts: **14.947**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #295	Apr 10th, 2025 10:56PM 25-11224 925 VEHICLE	Air Time: **00:12:12** Total Mileage (Feet): **4,331**	Max Altitude (Feet): **137.5** Max Distance (Feet): **615**
16790 Harbor Blvd, Santa Ana, CA 92704, USA Above Sea Level (Feet): **52.4**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1D** Bat Printed Serial: **4ERPLCKEA2CX7L**		Takeoff Bat: **87%** Takeoff mAh: **3633** Takeoff Volts: **16.483**	Landing Bat: **39%** Landing mAh: **1627** Landing Volts: **14.772**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #296	Apr 10th, 2025 10:45PM 25-11225 DEMO	Air Time: **00:01:32** Total Mileage (Feet): **238**	Max Altitude (Feet): **23.6** Max Distance (Feet): **126**
11460 Warner Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **45.0**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Fly**	
Battery Name: **Bat-FV1-1B** Bat Printed Serial: **7QKPM1ADA000LR**		Takeoff Bat: **55%** Takeoff mAh: **1099** Takeoff Volts: **15.112**	Landing Bat: **45%** Landing mAh: **908** Landing Volts: **14.089**
Drone Serial Number: **1581F6W8A24340A3M1CY** Drone Name: **FV1-Quang** Drone Type: **Avata 2**			

Flight #297	Apr 5th, 2025 05:21PM 25-10634 10851	Air Time: **00:09:01** Total Mileage (Feet): **829**	Max Altitude (Feet): **211.9** Max Distance (Feet): **290**
18103 Mt Washington St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **31.4**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1B** Bat Printed Serial: **4ERPLCEEA2CB2S**		Takeoff Bat: **61%** Takeoff mAh: **2586** Takeoff Volts: **15.7**	Landing Bat: **20%** Landing mAh: **810** Landing Volts: **14.584**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #298	Apr 5th, 2025 05:12PM	Air Time: **00:08:30** Total Mileage (Feet): **897**	Max Altitude (Feet): **197.8** Max Distance (Feet): **276**
18103 Mt Washington St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **31.4**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1C** Bat Printed Serial: **4ERPLCKEA2CX3M**		Takeoff Bat: **59%** Takeoff mAh: **2498** Takeoff Volts: **15.62**	Landing Bat: **21%** Landing mAh: **879** Landing Volts: **14.565**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #299	Mar 22nd, 2025 02:12AM 25-09050 925 SUBJECT	Air Time: **00:22:53** Total Mileage (Feet): **15,602**	Max Altitude (Feet): **191.6** Max Distance (Feet): **6,024**
2506 S Harbor Blvd, Santa Ana, CA 92704, USA Above Sea Level (Feet): **52.7**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1B** Bat Printed Serial: **4ERPLCEEA2CB2S**		Takeoff Bat: **99%** Takeoff mAh: **4234** Takeoff Volts: **16.86**	Landing Bat: **32%** Landing mAh: **1356** Landing Volts: **14.744**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #300	Mar 21st, 2025 09:51PM 25-09032 PATROL CHECK	Air Time: **00:10:14** Total Mileage (Feet): **4,364**	Max Altitude (Feet): **189.3** Max Distance (Feet): **817**
10773 Los Jardines W, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **34.3**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1A** Bat Printed Serial: **4ERPLCHEA2CP4U**		Takeoff Bat: **77%** Takeoff mAh: **3353** Takeoff Volts: **16.231**	Landing Bat: **48%** Landing mAh: **2052** Landing Volts: **15.033**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #301	Mar 21st, 2025 11:49AM SCHOOL EVENT	Air Time: **00:02:00** Total Mileage (Feet): **132**	Max Altitude (Feet): **8.9** Max Distance (Feet): **29**
8727 El Presidente Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **23.6**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Fly**	
Battery Name: **Bat-FV1-1B** Bat Printed Serial: **7QKPM1ADA000LR**		Takeoff Bat: **95%** Takeoff mAh: **1924** Takeoff Volts: **16.265**	Landing Bat: **82%** Landing mAh: **1666** Landing Volts: **15.287**
Drone Serial Number: **1581F6W8A24340A3M1CY** Drone Name: **FV1-Quang** Drone Type: **Avata 2**			

Flight #302	Mar 21st, 2025 01:19AM 25-09043 ABC SUPPLY NOISE COMPLAINT	Air Time: **00:05:36** Total Mileage (Feet): **3,080**	Max Altitude (Feet): **150.6** Max Distance (Feet): **1,263**
16830 S Harbor Blvd, Santa Ana, CA 92704, USA Above Sea Level (Feet): **50.2**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1A** Bat Printed Serial: **4ERPLCHEA2CP4U**		Takeoff Bat: **99%** Takeoff mAh: **4286** Takeoff Volts: **16.821**	Landing Bat: **79%** Landing mAh: **3426** Landing Volts: **15.814**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #303	Mar 18th, 2025 12:29PM TEST FLIGHT / TRAINING	Air Time: **00:04:06** Total Mileage (Feet): **5,066**	Max Altitude (Feet): **286.1** Max Distance (Feet): **2,232**
10200 Slater Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **35.4**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1D** Bat Printed Serial: **4ERPLCKEA2CX7L**		Takeoff Bat: **71%** Takeoff mAh: **2961** Takeoff Volts: **15.958**	Landing Bat: **58%** Landing mAh: **2402** Landing Volts: **15.061**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #304	Mar 17th, 2025 11:37AM TRAINING EVO2 SYNC	Air Time: **00:00:50** Total Mileage (Feet): **217**	Max Altitude (Feet): **40.0** Max Distance (Feet): **84**
17535 Reflections Ct, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **31.8**		Pilot-in-Command: **Brian Mosher** Flight App: **Explorer**	
Battery Name: **EVO-E3** Bat Printed Serial: **1748CB54823377019** Bat Internal Serial: **1748CB54823377019**		Takeoff Bat: **100%** Takeoff mAh: **6804** Takeoff Volts: **12.731**	Landing Bat: **98%** Landing mAh: **6652** Landing Volts: **12.416**
Drone Serial Number: **HA9921521790** Drone Name: **Drone #2** Drone Type: **EVO2**			

Flight #305	Mar 17th, 2025 11:34AM TRAINING EVO2 SYNC	Air Time: **00:01:03** Total Mileage (Feet): **218**	Max Altitude (Feet): **57.5** Max Distance (Feet): **79**
17535 Reflections Ct, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **31.6**		Pilot-in-Command: **Brian Mosher** Flight App: **Explorer**	
Battery Name: **EVO-E4** Bat Printed Serial: **B54820266520** Bat Internal Serial: **B54820266520**		Takeoff Bat: **99%** Takeoff mAh: **6218** Takeoff Volts: **12.389**	Landing Bat: **96%** Landing mAh: **6018** Landing Volts: **12.116**
Drone Serial Number: **HA9921521790** Drone Name: **Drone #2** Drone Type: **EVO2**			

Flight #306	Mar 17th, 2025 11:32AM TRAINING EVO2 SYNC	Air Time: **00:01:31** Total Mileage (Feet): **292**	Max Altitude (Feet): **69.7** Max Distance (Feet): **72**
17535 Reflections Ct, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **31.8**		Pilot-in-Command: **Brian Mosher** Flight App: **Explorer**	
Battery Name: **EVO-E1** Bat Printed Serial: **B54821430312** Bat Internal Serial: **B54821430312**		Takeoff Bat: **100%** Takeoff mAh: **6506** Takeoff Volts: **12.62**	Landing Bat: **98%** Landing mAh: **6354** Landing Volts: **11.969**
Drone Serial Number: **HA9921521790** Drone Name: **Drone #2** Drone Type: **EVO2**			

Flight #307	Mar 17th, 2025 11:29AM TRAINING EVO2 SYNC	Air Time: **00:01:16** Total Mileage (Feet): **128**	Max Altitude (Feet): **46.9** Max Distance (Feet): **50**
17535 Reflections Ct, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **32.6**		Pilot-in-Command: **Brian Mosher** Flight App: **Explorer**	
Battery Name: **EVO-E2** Bat Printed Serial: **1748CB54823376908** Bat Internal Serial: **1748CB54823376908**		Takeoff Bat: **99%** Takeoff mAh: **6828** Takeoff Volts: **12.477**	Landing Bat: **96%** Landing mAh: **6592** Landing Volts: **12.334**
Drone Serial Number: **HA9921521790** Drone Name: **Drone #2** Drone Type: **EVO2**			

Flight #308	Mar 16th, 2025 04:56AM TEST FLIGHT / TRAINING	Air Time: **00:07:28** Total Mileage (Feet): **4,842**	Max Altitude (Feet): **199.5** Max Distance (Feet): **1,578**
P3G2+FJ Parking for new repurposed area, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **46.0**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1D** Bat Printed Serial: **4ERPLCKEA2CX7L**		Takeoff Bat: **99%** Takeoff mAh: **4154** Takeoff Volts: **16.86**	Landing Bat: **71%** Landing mAh: **2984** Landing Volts: **15.447**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #309	Mar 16th, 2025 04:26AM TRAINING	Air Time: **00:03:42** Total Mileage (Feet): **484**	Max Altitude (Feet): **5.6** Max Distance (Feet): **78**
P3G2+FJ Parking for new repurposed area, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **46.1**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Fly**	
Battery Name: **Bat-FV1-1A** Bat Printed Serial: **7QKPLCSDA00157**		Takeoff Bat: **54%** Takeoff mAh: **1097** Takeoff Volts: **15.16**	Landing Bat: **26%** Landing mAh: **527** Landing Volts: **13.731**
Drone Serial Number: **1581F6W8A24340A3M1CY** Drone Name: **FV1-Quang** Drone Type: **Avata 2**			

Flight #310	Mar 16th, 2025 04:19AM TRAINING	Air Time: **00:04:45** Total Mileage (Feet): **1,636**	Max Altitude (Feet): **29.5** Max Distance (Feet): **394**
P3G2+FJ Parking for new repurposed area, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **46.1**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Fly**	
Battery Name: **Bat-FV1-1A** Bat Printed Serial: **7QKPLCSDA00157**		Takeoff Bat: **88%** Takeoff mAh: **1803** Takeoff Volts: **15.675**	Landing Bat: **55%** Landing mAh: **1115** Landing Volts: **14.464**
Drone Serial Number: **1581F6W8A24340A3M1CY** Drone Name: **FV1-Quang** Drone Type: **Avata 2**			

Flight #311	Mar 16th, 2025 04:16AM TRAINING	Air Time: **00:00:54** Total Mileage (Feet): **58**	Max Altitude (Feet): **32.5** Max Distance (Feet): **30**
P3G2+FJ Parking for new repurposed area, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **46.5**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Fly**	
Battery Name: **Bat-FV1-1A** Bat Printed Serial: **7QKPLCSDA00157**		Takeoff Bat: **94%** Takeoff mAh: **1937** Takeoff Volts: **15.471**	Landing Bat: **88%** Landing mAh: **1815** Landing Volts: **15.43**
Drone Serial Number: **1581F6W8A24340A3M1CY** Drone Name: **FV1-Quang** Drone Type: **Avata 2**			

Flight #312	Mar 15th, 2025 09:16PM 25-08341 459A	Air Time: **00:17:37** Total Mileage (Feet): **4,861**	Max Altitude (Feet): **199.1** Max Distance (Feet): **977**
20000 Harbor Blvd, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **59.7**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1C** Bat Printed Serial: **4ERPLCKEA2CX3M**		Takeoff Bat: **99%** Takeoff mAh: **4239** Takeoff Volts: **17.047**	Landing Bat: **33%** Landing mAh: **1387** Landing Volts: **14.79**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #313	Mar 15th, 2025 08:00PM 25-08336 920J	Air Time: **00:20:02** Total Mileage (Feet): **19,712**	Max Altitude (Feet): **328.7** Max Distance (Feet): **4,245**
8955 Nightingale Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **11.7**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1A** Bat Printed Serial: **4ERPLCHEA2CP4U**		Takeoff Bat: **89%** Takeoff mAh: **3939** Takeoff Volts: **16.598**	Landing Bat: **14%** Landing mAh: **603** Landing Volts: **14.434**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #314	Mar 15th, 2025 07:07PM 25-08336 920J	Air Time: **00:03:09** Total Mileage (Feet): **1,957**	Max Altitude (Feet): **331.7** Max Distance (Feet): **946**
9302 Watt River Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **11.0**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1A** Bat Printed Serial: **4ERPLCHEA2CP4U**		Takeoff Bat: **100%** Takeoff mAh: **4441** Takeoff Volts: **16.98**	Landing Bat: **91%** Landing mAh: **4064** Landing Volts: **16.441**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #315	Mar 15th, 2025 03:33AM 25-08219 415 SUBJECTS	Air Time: **00:22:54** Total Mileage (Feet): **13,483**	Max Altitude (Feet): **267.1** Max Distance (Feet): **2,310**
18680 Prunus St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **16.6**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1B** Bat Printed Serial: **4ERPLCEEA2CB2S**		Takeoff Bat: **98%** Takeoff mAh: **4183** Takeoff Volts: **16.788**	Landing Bat: **33%** Landing mAh: **1379** Landing Volts: **14.72**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #316	Mar 12th, 2025 02:37AM TEST FLIGHT / TRAINING	Air Time: **00:04:35** Total Mileage (Feet): **334**	Max Altitude (Feet): **165.7** Max Distance (Feet): **112**
16790 Harbor Blvd, Santa Ana, CA 92704, USA Above Sea Level (Feet): **51.0**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1C** Bat Printed Serial: **4ERPLCKEA2CX3M**		Takeoff Bat: **85%** Takeoff mAh: **3626** Takeoff Volts: **16.405**	Landing Bat: **67%** Landing mAh: **2847** Landing Volts: **15.376**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #317	Mar 12th, 2025 01:39AM TEST FLIGHT / TRAINING	Air Time: **00:01:41** Total Mileage (Feet): **71**	Max Altitude (Feet): **20.3** Max Distance (Feet): **23**
12061 Brighton River, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **55.1**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1C** Bat Printed Serial: **4ERPLCKEA2CX3M**		Takeoff Bat: **96%** Takeoff mAh: **4089** Takeoff Volts: **16.89**	Landing Bat: **89%** Landing mAh: **3823** Landing Volts: **16.029**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #318	Mar 12th, 2025 01:36AM TEST FLIGHT / TRAINING	Air Time: **00:00:19** Total Mileage (Feet): **36**	Max Altitude (Feet): **3.9** Max Distance (Feet): **25**
16520 Harbor Blvd G, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **55.4**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1C** Bat Printed Serial: **4ERPLCKEA2CX3M**		Takeoff Bat: **98%** Takeoff mAh: **4190** Takeoff Volts: **16.869**	Landing Bat: **97%** Landing mAh: **4144** Landing Volts: **16.242**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #319	Mar 11th, 2025 11:46AM PRESENTATION MSGC	Air Time: **00:01:59** Total Mileage (Feet): **230**	Max Altitude (Feet): **7.5** Max Distance (Feet): **42**
10401 Warner Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **38.9**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Fly**	
Battery Name: **Bat-FV1-1A** Bat Printed Serial: **7QKPLCSDA00157**		Takeoff Bat: **59%** Takeoff mAh: **1192** Takeoff Volts: **14.771**	Landing Bat: **45%** Landing mAh: **904** Landing Volts: **14.146**
Drone Serial Number: **1581F6W8A24340A3M1CY** Drone Name: **FV1-Quang** Drone Type: **Avata 2**			

Flight #320	Mar 11th, 2025 11:36AM	Air Time: **00:03:16** Total Mileage (Feet): **0**	Max Altitude (Feet): **0.0** Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Brian Mosher** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2A** Bat Printed Serial: **4ERPM49EA3HEMH**		Takeoff Bat: **65%** Takeoff mAh: **2738** Takeoff Volts: **15.837**	Landing Bat: **48%** Landing mAh: **2040** Landing Volts: **14.947**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #321	Mar 8th, 2025 07:23PM 25-07534 602	Air Time: **00:07:30** Total Mileage (Feet): **549**	Max Altitude (Feet): **91.9** Max Distance (Feet): **118**
16040 Newhope St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **53.2**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1D** Bat Printed Serial: **4ERPLCKEA2CX7L**		Takeoff Bat: **96%** Takeoff mAh: **3993** Takeoff Volts: **16.9**	Landing Bat: **67%** Landing mAh: **2783** Landing Volts: **15.455**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #322	Mar 8th, 2025 06:59AM 25-07475 MISSING	Air Time: **00:14:28** Total Mileage (Feet): **7,405**	Max Altitude (Feet): **296.9** Max Distance (Feet): **1,951**
9872 Flamingo Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **21.2**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1C** Bat Printed Serial: **4ERPLCKEA2CX3M**		Takeoff Bat: **99%** Takeoff mAh: **4227** Takeoff Volts: **16.857**	Landing Bat: **47%** Landing mAh: **2012** Landing Volts: **14.953**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #323	Mar 7th, 2025 04:49PM TRAINING MINI 2	Air Time: **00:01:11** Total Mileage (Feet): **556**	Max Altitude (Feet): **108.9** Max Distance (Feet): **237**
17535 Reflections Ct, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **32.1**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Fly**	
Battery Name: **Bat-Mini2-G64964** Bat Printed Serial: **3QFDJABCG64964**		Takeoff Bat: **51%** Takeoff mAh: **1026** Takeoff Volts: **7.676**	Landing Bat: **46%** Landing mAh: **932** Landing Volts: **7.253**
Drone Serial Number: **5FSCJAX001066K** Drone Name: **DJI Mini 2** Drone Type: **Mini 2**			

Flight #324	Mar 7th, 2025 12:56PM	Air Time: **00:10:37**	Max Altitude (Feet): **292.0**
		Total Mileage (Feet): **4,662**	Max Distance (Feet): **660**
10412 Teal Cir, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **20.4**		Pilot-in-Command: **Brian Mosher** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2A** Bat Printed Serial: **4ERPM49EA3HEMH**		Takeoff Bat: **96%** Takeoff mAh: **4036** Takeoff Volts: **16.808**	Landing Bat: **65%** Landing mAh: **2740** Landing Volts: **15.532**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #325	Mar 1st, 2025 04:08AM 25-06611	Air Time: **00:02:24**	Max Altitude (Feet): **53.5**
		Total Mileage (Feet): **416**	Max Distance (Feet): **168**
17050 Newland St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **25.8**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2D** Bat Printed Serial: **4ERPLCKEA2CWX2**		Takeoff Bat: **64%** Takeoff mAh: **2714** Takeoff Volts: **15.598**	Landing Bat: **54%** Landing mAh: **2285** Landing Volts: **14.895**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #326	Mar 1st, 2025 04:07AM 25-06611	Air Time: **00:00:38**	Max Altitude (Feet): **0.0**
		Total Mileage (Feet): **0**	Max Distance (Feet): **0**
Above Sea Level (Feet): **0.0**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2D** Bat Printed Serial: **4ERPLCKEA2CWX2**		Takeoff Bat: **67%** Takeoff mAh: **2830** Takeoff Volts: **15.717**	Landing Bat: **64%** Landing mAh: **2727** Landing Volts: **14.992**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #327	Feb 28th, 2025 02:39AM 25-06611 459C	Air Time: **00:07:19**	Max Altitude (Feet): **128.3**
		Total Mileage (Feet): **1,529**	Max Distance (Feet): **594**
10900 Warner Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **37.1**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2D** Bat Printed Serial: **4ERPLCKEA2CWX2**		Takeoff Bat: **98%** Takeoff mAh: **4160** Takeoff Volts: **16.956**	Landing Bat: **70%** Landing mAh: **2973** Landing Volts: **15.605**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #328	Feb 26th, 2025 11:50PM PC ABC	Air Time: **00:20:37**	Max Altitude (Feet): **269.4**
		Total Mileage (Feet): **13,803**	Max Distance (Feet): **2,165**
12061 Brighton River, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **55.0**		Pilot-in-Command: **Brian Mosher** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2C** Bat Printed Serial: **4ERKM3U6G60W85**		Takeoff Bat: **97%** Takeoff mAh: **4262** Takeoff Volts: **16.956**	Landing Bat: **40%** Landing mAh: **1731** Landing Volts: **14.927**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #329	Feb 26th, 2025 11:13PM 25-06475 925S	Air Time: **00:11:28** Total Mileage (Feet): **3,434**	Max Altitude (Feet): **390.1** Max Distance (Feet): **1,263**
16566 Newhope St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **47.0**		Pilot-in-Command: **Brian Mosher** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2A** Bat Printed Serial: **4ERPM49EA3HEMH**		Takeoff Bat: **93%** Takeoff mAh: **3860** Takeoff Volts: **16.649**	Landing Bat: **42%** Landing mAh: **1752** Landing Volts: **14.869**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #330	Feb 26th, 2025 09:21PM 25-06465 211	Air Time: **00:22:09** Total Mileage (Feet): **8,188**	Max Altitude (Feet): **338.9** Max Distance (Feet): **2,504**
12061 Brighton River, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **55.1**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1C** Bat Printed Serial: **4ERPLCKEA2CX3M**		Takeoff Bat: **99%** Takeoff mAh: **4267** Takeoff Volts: **16.94**	Landing Bat: **37%** Landing mAh: **1564** Landing Volts: **14.832**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #331	Feb 26th, 2025 08:36PM 25-06458 INV	Air Time: **00:22:00** Total Mileage (Feet): **6,148**	Max Altitude (Feet): **127.6** Max Distance (Feet): **2,464**
12061 Brighton River, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **55.1**		Pilot-in-Command: **Brian Mosher** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1A** Bat Printed Serial: **4ERPLCHEA2CP4U**		Takeoff Bat: **96%** Takeoff mAh: **4282** Takeoff Volts: **16.702**	Landing Bat: **34%** Landing mAh: **1516** Landing Volts: **14.84**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #332	Feb 25th, 2025 02:02PM RED CHANNEL ASSISTANCE	Air Time: **00:09:01** Total Mileage (Feet): **16,468**	Max Altitude (Feet): **354.7** Max Distance (Feet): **5,390**
10200 Slater Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **35.5**		Pilot-in-Command: **Ricardo Cendejas** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1D** Bat Printed Serial: **4ERPLCKEA2CX7L**		Takeoff Bat: **96%** Takeoff mAh: **4038** Takeoff Volts: **16.683**	Landing Bat: **63%** Landing mAh: **2652** Landing Volts: **15.42**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #333	Feb 25th, 2025 08:18AM	Air Time: **00:19:38** Total Mileage (Feet): **5,590**	Max Altitude (Feet): **346.1** Max Distance (Feet): **1,236**
16736 Mt Michaelis Cir, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **51.4**		Pilot-in-Command: **Brian Mosher** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2C** Bat Printed Serial: **4ERKM3U6G60W85**		Takeoff Bat: **96%** Takeoff mAh: **4193** Takeoff Volts: **16.937**	Landing Bat: **38%** Landing mAh: **1635** Landing Volts: **14.944**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #334	Feb 23rd, 2025 04:24AM 25-06042 925C	Air Time: **00:15:10** Total Mileage (Feet): **5,072**	Max Altitude (Feet): **184.1** Max Distance (Feet): **758**
10896 La Batista Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **34.1**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2D** Bat Printed Serial: **4ERPLCKEA2CWX2**		Takeoff Bat: **65%** Takeoff mAh: **2771** Takeoff Volts: **15.541**	Landing Bat: **19%** Landing mAh: **803** Landing Volts: **14.512**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #335	Feb 21st, 2025 12:50AM 25-05816 242	Air Time: **00:07:16** Total Mileage (Feet): **2,173**	Max Altitude (Feet): **190.3** Max Distance (Feet): **639**
17145 San Mateo St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **33.5**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2D** Bat Printed Serial: **4ERPLCKEA2CWX2**		Takeoff Bat: **98%** Takeoff mAh: **4262** Takeoff Volts: **17**	Landing Bat: **68%** Landing mAh: **2922** Landing Volts: **15.491**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #336	Feb 20th, 2025 02:15AM 25-05705 459A	Air Time: **00:10:29** Total Mileage (Feet): **1,723**	Max Altitude (Feet): **152.6** Max Distance (Feet): **461**
16790 Harbor Blvd, Santa Ana, CA 92704, USA Above Sea Level (Feet): **51.8**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2C** Bat Printed Serial: **4ERKM3U6G60W85**		Takeoff Bat: **66%** Takeoff mAh: **2894** Takeoff Volts: **15.829**	Landing Bat: **19%** Landing mAh: **801** Landing Volts: **14.51**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #337	Feb 16th, 2025 06:04AM 25-05246 459	Air Time: **00:02:08** Total Mileage (Feet): **584**	Max Altitude (Feet): **46.9** Max Distance (Feet): **141**
16040 Harbor Blvd, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **60.7**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2B** Bat Printed Serial: **4ERPLCEEA2CB1L**		Takeoff Bat: **58%** Takeoff mAh: **2527** Takeoff Volts: **15.357**	Landing Bat: **52%** Landing mAh: **2245** Landing Volts: **14.863**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #338	Feb 16th, 2025 12:04AM 25-05236 459A	Air Time: **00:02:37** Total Mileage (Feet): **1,561**	Max Altitude (Feet): **81.4** Max Distance (Feet): **402**
15898 Harbor Blvd, Santa Ana, CA 92704, USA Above Sea Level (Feet): **59.9**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2B** Bat Printed Serial: **4ERPLCEEA2CB1L**		Takeoff Bat: **68%** Takeoff mAh: **2969** Takeoff Volts: **15.934**	Landing Bat: **61%** Landing mAh: **2634** Landing Volts: **15.198**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #339	Feb 9th, 2025 01:58PM SOCIAL MEDIA	Air Time: **00:04:52** Total Mileage (Feet): **182**	Max Altitude (Feet): **241.1** Max Distance (Feet): **27**
10200 Slater Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **29.9**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2B** Bat Printed Serial: **4ERPLCEEA2CB1L**		Takeoff Bat: **86%** Takeoff mAh: **3727** Takeoff Volts: **16.574**	Landing Bat: **69%** Landing mAh: **3004** Landing Volts: **15.595**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #340	Feb 9th, 2025 01:54PM SOCIAL MEDIA	Air Time: **00:00:06** Total Mileage (Feet): **5**	Max Altitude (Feet): **3.0** Max Distance (Feet): **2**
10200 Slater Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **30.1**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2B** Bat Printed Serial: **4ERPLCEEA2CB1L**		Takeoff Bat: **87%** Takeoff mAh: **3775** Takeoff Volts: **16.605**	Landing Bat: **87%** Landing mAh: **3764** Landing Volts: **16.345**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #341	Feb 1st, 2025 10:12PM 25-03705 925S	Air Time: **00:03:24** Total Mileage (Feet): **765**	Max Altitude (Feet): **125.0** Max Distance (Feet): **246**
18844 Mt Morgan Cir, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **13.4**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2B** Bat Printed Serial: **4ERPLCEEA2CB1L**		Takeoff Bat: **98%** Takeoff mAh: **4263** Takeoff Volts: **16.802**	Landing Bat: **88%** Landing mAh: **3846** Landing Volts: **16.175**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #342	Jan 30th, 2025 05:27AM 25-03377 459A	Air Time: **00:07:21** Total Mileage (Feet): **1,178**	Max Altitude (Feet): **268.0** Max Distance (Feet): **216**
16201 Harbor Blvd, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **54.3**		Pilot-in-Command: **Brian Mosher** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2B** Bat Printed Serial: **4ERPLCEEA2CB1L**		Takeoff Bat: **82%** Takeoff mAh: **3607** Takeoff Volts: **16.457**	Landing Bat: **61%** Landing mAh: **2662** Landing Volts: **15.322**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #343	Jan 24th, 2025 03:24PM	Air Time: **00:04:48** Total Mileage (Feet): **740**	Max Altitude (Feet): **384.8** Max Distance (Feet): **104**
10221 San Mateo St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **28.4**		Pilot-in-Command: **Brian Mosher** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2D** Bat Printed Serial: **4ERPLCKEA2CWX2**		Takeoff Bat: **60%** Takeoff mAh: **2647** Takeoff Volts: **15.633**	Landing Bat: **45%** Landing mAh: **1998** Landing Volts: **15.015**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #344	Jan 24th, 2025 03:10PM	Air Time: **00:12:02**	Max Altitude (Feet): **325.1**
		Total Mileage (Feet): **9,434**	Max Distance (Feet): **908**
10221 San Mateo St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **28.4**		Pilot-in-Command: **Brian Mosher** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2D** Bat Printed Serial: **4ERPLCKEA2CWX2**		Takeoff Bat: **96%** Takeoff mAh: **4229** Takeoff Volts: **16.888**	Landing Bat: **61%** Landing mAh: **2700** Landing Volts: **15.389**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #345	Jan 24th, 2025 03:06PM	Air Time: **00:02:52**	Max Altitude (Feet): **313.3**
		Total Mileage (Feet): **1,153**	Max Distance (Feet): **555**
10221 San Mateo St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **28.5**		Pilot-in-Command: **Brian Mosher** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1D** Bat Printed Serial: **4ERPLCKEA2CX7L**		Takeoff Bat: **93%** Takeoff mAh: **3961** Takeoff Volts: **16.717**	Landing Bat: **84%** Landing mAh: **3595** Landing Volts: **16.153**
Drone Serial Number: **1581F5FJC244L00DGMGY** Drone Name: **DJI 3T2** Drone Type: **Mavic 3 Thermal**			

Flight #346	Jan 12th, 2025 09:21PM 25-01383 925S	Air Time: **00:05:11**	Max Altitude (Feet): **336.0**
		Total Mileage (Feet): **1,832**	Max Distance (Feet): **651**
9600 Dolphin Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **26.0**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1C** Bat Printed Serial: **4ERPLCKEA2CX3M**		Takeoff Bat: **55%** Takeoff mAh: **2395** Takeoff Volts: **15.382**	Landing Bat: **40%** Landing mAh: **1738** Landing Volts: **14.838**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #347	Jan 12th, 2025 08:49PM 25-01381 459A	Air Time: **00:04:15**	Max Altitude (Feet): **260.5**
		Total Mileage (Feet): **1,541**	Max Distance (Feet): **638**
17397 Santa Suzanne St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **25.0**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1C** Bat Printed Serial: **4ERPLCKEA2CX3M**		Takeoff Bat: **71%** Takeoff mAh: **3064** Takeoff Volts: **15.947**	Landing Bat: **56%** Landing mAh: **2429** Landing Volts: **15.128**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #348	Jan 12th, 2025 08:09PM	Air Time: **00:02:56**	Max Altitude (Feet): **27.9**
		Total Mileage (Feet): **306**	Max Distance (Feet): **59**
10035 Sparrow Ave, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **17.5**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Fly**	
Battery Name: **Bat-FV1-1B** Bat Printed Serial: **7QKPM1ADA000LR**		Takeoff Bat: **60%** Takeoff mAh: **1257** Takeoff Volts: **15.403**	Landing Bat: **40%** Landing mAh: **830** Landing Volts: **14.022**
Drone Serial Number: **1581F6W8A24340A3M1CY** Drone Name: **FV1-Quang** Drone Type: **Avata 2**			

Flight #349	Jan 12th, 2025 07:34PM 25-01378 925S	Air Time: **00:06:41** Total Mileage (Feet): **2,111**	Max Altitude (Feet): **197.8** Max Distance (Feet): **798**
18975 Magnolia St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **13.7**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T1-1C** Bat Printed Serial: **4ERPLCKEA2CX3M**		Takeoff Bat: **93%** Takeoff mAh: **4066** Takeoff Volts: **16.857**	Landing Bat: **71%** Landing mAh: **3105** Landing Volts: **15.726**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #350	Jan 12th, 2025 04:04PM 25-01360 602	Air Time: **00:04:03** Total Mileage (Feet): **4,059**	Max Altitude (Feet): **73.2** Max Distance (Feet): **546**
9054 Liatris Cir, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **34.7**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2A** Bat Printed Serial: **4ERPM49EA3HEMH**		Takeoff Bat: **71%** Takeoff mAh: **3009** Takeoff Volts: **16.083**	Landing Bat: **59%** Landing mAh: **2478** Landing Volts: **15.408**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #351	Jan 12th, 2025 10:15AM TEST FLIGHT / TRAINING	Air Time: **00:02:38** Total Mileage (Feet): **1,178**	Max Altitude (Feet): **23.3** Max Distance (Feet): **304**
11250 Mt Hope St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **36.0**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Fly**	
Battery Name: **Bat-FV1-1B** Bat Printed Serial: **7QKPM1ADA000LR**		Takeoff Bat: **82%** Takeoff mAh: **1651** Takeoff Volts: **15.809**	Landing Bat: **67%** Landing mAh: **1339** Landing Volts: **15.062**
Drone Serial Number: **1581F6W8A24340A3M1CY** Drone Name: **FV1-Quang** Drone Type: **Avata 2**			

Flight #352	Jan 12th, 2025 10:13AM TEST FLIGHT / TRAINING	Air Time: **00:01:56** Total Mileage (Feet): **932**	Max Altitude (Feet): **14.4** Max Distance (Feet): **211**
11250 Mt Hope St, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **36.0**		Pilot-in-Command: **Andrew Quang** Flight App: **DJI Fly**	
Battery Name: **Bat-FV1-1B** Bat Printed Serial: **7QKPM1ADA000LR**		Takeoff Bat: **93%** Takeoff mAh: **1875** Takeoff Volts: **15.794**	Landing Bat: **82%** Landing mAh: **1655** Landing Volts: **15.373**
Drone Serial Number: **1581F6W8A24340A3M1CY** Drone Name: **FV1-Quang** Drone Type: **Avata 2**			

Flight #353	Jan 11th, 2025 03:02AM 25-01180	Air Time: **00:04:34** Total Mileage (Feet): **1,444**	Max Altitude (Feet): **129.3** Max Distance (Feet): **519**
Warner-Ward, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **36.8**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2C** Bat Printed Serial: **4ERKM3U6G60W85**		Takeoff Bat: **78%** Takeoff mAh: **3475** Takeoff Volts: **16.292**	Landing Bat: **59%** Landing mAh: **2622** Landing Volts: **15.238**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Flight #354	Jan 11th, 2025 03:01AM 25-01180	Air Time: **00:00:19** Total Mileage (Feet): **1**	Max Altitude (Feet): **0.0** Max Distance (Feet): **1**
Warner-Ward, Fountain Valley, CA 92708, USA Above Sea Level (Feet): **36.6**		Pilot-in-Command: **Benjamin Osorio** Flight App: **DJI Pilot**	
Battery Name: **Bat-3T2-2C** Bat Printed Serial: **4ERKM3U6G60W85**		Takeoff Bat: **80%** Takeoff mAh: **3554** Takeoff Volts: **16.28**	Landing Bat: **79%** Landing mAh: **3497** Landing Volts: **15.841**
Drone Serial Number: **1581F5FJC244P00D15V9** Drone Name: **DJI 3T1** Drone Type: **Mavic 3 Thermal**			

Item #355	Total	Air Time: **37:08:44** Total Mileage (Feet): **951,476**

Equipment	Make/Model	Quantity	Purchase Cost
Unmanned Aircraft System (UAS)-Drone (1):			
	DJI Avata 2	4	$7,200.00
	DJI Mavic 3 Thermal Enterprise	2	$15,946.30
	DJI / Mini2	1	$3,770.36
	Autel EVO II Pro	1	$2,447.00
40 MM Launchers and Rounds			
	LMT Defense, 40MM single shot launcher	3	$837.50
	Def Tech / 40MM Exact Impact Sponge	62	$26.25
	Def Tech / 40MM Direct Impact CS	26	$24.50
Less Lethal Shotguns			
	Remington Model 870	35	$946.00
	Drag Stabilized 12-Gauge Beanbag Round	460	$5.00
Rifles and Rounds			
Rifles			
	Daniel Defense / DDM4	23	$2,057
	Daniel Defense / AR15	5	$2,057
	Colt / M16	2	$2,057
	Remington 700	2	$2,200
Rounds			
	Winchester 223 Remington (55) FMJ	2,200	$169
	Winchester Ranger 223 Remington (55) PSP	9,200	$297.44
PepperBall Launchers and Rounds			
Launcher	PepperBall Tac SF Launcher	2	$1,300
Rounds	Inert (Training)		
	Glass Breaking	10	$20.95
	Live - X Rounds	300	$3.00
Equipment/Transport Vehicle:			
SWAT	2019 Ford F450 Crewcab / Vin # 1FD0W4GY4KED00546 / License	1	$130,000.00
Distraction Devices (LSDD - "Flashbangs"):			
SWAT	Combined Tactical Systems (CTS), Model 7290 Flashbang	14	$43.93
Chemical Agents			
SWAT	Riot Control CS Continuous Discharge	10	$25.75
SWAT	Flameless smone Tri-Chamber CS	20	$35.75

Expected Life Span	Annual Fiscal Impact	Notes:	
3-5 years	$700.00	2024	added 2 in 2025
3-5 years	$1,946.30	2024	
3-5 years	$700.00	2023	
3-5 years	$700.00	2023	
25 years	$50.00		
5 years	N/A		
5 years	N/A		
25 years	$50.00		
No Expiration Date	N/A		
25 years	$50.00		
25 years	N/A		
25 years	N/A		
25 years	N/A		
No Expiration Date	N/A	price per 500	
No Expiration Date	N/A	price per 500	
20 Years	$50.00		
20 Years	N/A	price per 10	
3 years	N/A		
10 years	$1,000.00		
Until Used	None		
5 years	N/A		
5 years	N/A		

CITY OF FOUNTAIN VALLEY
CITY COUNCIL
COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: June 2, 2026

SUBJECT: A Resolution Adopting the FY 2026/27 GANN Appropriations Limit

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Three-Year Strategic Goals

☐ Cultivate a welcoming culture and safe environment that makes our community "A Nice Place to Live."
☒ Ensure long-term fiscal stability by evaluating processes, and attract and retain revenue producing businesses/opportunities.
☐ Attract and retain quality staff through best practices and trends.
☐ Maintain, build, plan for, and modernize infrastructure to support the growth and future needs of the City.
☐ Not applicable.

EXECUTIVE SUMMARY

State law requires the City to set and adhere to an annual cap on tax revenue appropriations. Using the formula prescribed by state law, staff has calculated the City's appropriations limit for fiscal year 2026/2027 (FY 26/27) at $201,342,698.

DISCUSSION

Article XIIIB of the State Constitution requires the City to establish an annual appropriations limit by resolution, known as the "Gann Limit." Approved by California voters in 1979, the Gann Limit caps the amount of tax revenue a government can legally spend, with annual adjustments for inflation. The limit is calculated by multiplying the prior year's appropriations limit by the County's population growth rate and the percentage change in California Per Capita Personal Income.

Using figures provided by the California Department of Finance, a County growth rate of -0.372% and a California Per Capita Personal Income growth rate of 4.95%, the City's appropriations limit for FY 26/27 is established at $201,342,698. Projected appropriations subject to the limit are $64,275,284, leaving the City $137,067,414 under the limit.

FINANCIAL ANALYSIS

There is no direct fiscal impact from adopting the proposed annual Appropriations Limit.

ALTERNATIVES

Alternative No. 1: Adopt a resolution approving the FY 2026/27 Gann Appropriations Limit.

Alternative No. 2: Do not adopt a resolution approving the FY 2026/27 Gann Appropriations Limit and continue this matter to a later date. This alternative is not recommended as such action could put the City out of compliance with state law.

RECOMMENDATION

Staff recommends that the City Council approve Alternative No. 1: Adopt a resolution approving the FY 2026/27 Gann Appropriations Limit.

Prepared by:	Briana Laszlo, Payroll Administrator
Reviewed by:	Robin Harnish, Finance Manager
Fiscal Review by:	Ryan Smith, Finance Director
Reviewed by:	Colin Burns, City Attorney
Approved by:	Maggie Le, City Manager

Attachment 1: Resolution adopting the FY 2026/27 Gann Appropriations Limit.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOUNTAIN VALLEY, CALIFORNIA APPROVING AND ADOPTING THE ANNUAL APPROPRIATIONS LIMIT FOR FISCAL YEAR 2026/27

WHEREAS, the State Constitution Article XIIIB restricts the appropriations growth rate for cities and other local jurisdictions; and

WHEREAS, the Article XIIIB, as amended by Proposition 111, requires cities to calculate their annual appropriations limit by the percentage change in 1) City population growth or county population growth; and 2) California per capita personal income or the increase in non-residential assessed valuation due to new construction; and

WHEREAS, documentation used in the determination of the appropriations limit for fiscal year 2026/27 has been available to the public in the Finance Department for fifteen days prior to this meeting as required by Government Code Section 7910; and

WHEREAS, a summary of this computation is provided in Exhibit "A", which is incorporated by reference and attached hereto.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FOUNTAIN VALLEY, CALIFORNIA DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That the Appropriations Limit for 2026/27 shall be $201,342,698, as calculated in Exhibit A, and the Appropriations Subject to Limitation in Fiscal Year 2026/27 shall be $64,275,284 and therefore is $137,067,414 under the limit.

SECTION 2. That the City of Fountain Valley reserves the right to recalculate said limitation at a future time.

SECTION 3. That the City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED and ADOPTED by the City Council of the City of Fountain Valley at a regular City Council meeting held on this 2nd day of June, 2026 by the following vote:

AYES:

NOES:

ABSENT:

Jim Cunneen, Mayor

ATTEST:

Rick Miller, City Clerk

APPROVED AS TO FORM:

HARPER & BURNS LLP

Colin Burns
Attorneys for the City

EXHIBIT A

Appropriations Limit
City of Fountain Valley
Fiscal Year 2026-27

	AMOUNT
Last Year's Limit (2025-26)	$192,562,639
Adjustment Factors	
1. Population[(1)]	0.9963
2. Inflation[(2)]	1.0495
Total Adjustment Factor[(3)]	1.0456
Total Adjustments	$8,780,059
Appropriations Limit for Fiscal Year 2026-27	**$201,342,698**
Appropriations Subject to Limit:	
Proceeds of Taxes	$64,275,284
Minus Exclusions	-
Appropriations Subject to Limit	$64,275,284
Fiscal Year 2026-27 Appropriations Limit	$201,342,698
Less Appropriations Subject to the Limit	$64,275,284
Difference Under the Limit	**$137,067,414**

[(1)]The population factor may be based on the change in population of 1) the City; or 2) the County of Orange, as provided by the State of California's Department of Finance.

[(2)]The inflation factor may be based on 1) the change in per capita personal income for the State of California as provided by the State of California's Department of Finance; or 2) the change in assessed valuation due to new nonresidential construction within the City. The inflation factor adopted by the City for the current year appropriation limit represents the change in per capita personal income for the State of California as provided by the State of California Department of Finance.

[(3)]The total adjustment factor is calculated by multiplying the population factor by the inflation factor.

CITY OF FOUNTAIN VALLEY
CITY COUNCIL
COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: June 2, 2026

SUBJECT: 1) Approve a Resolution to Accept a Donation from the Fountain Valley Woman's Club in the Amount of $8,884.89 for the Purchase of one Public Safety Unmanned Aircraft System (UAS) from Advexure; 2) Amend the Capital Replacement Schedule to Include the UAS Equipment

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Three-Year Strategic Goals

- ☒ Cultivate a welcoming culture and safe environment that makes our community "A Nice Place to Live."
- ☐ Ensure long-term fiscal stability by evaluating processes, and attract and retain revenue producing businesses/opportunities.
- ☐ Attract and retain quality staff through best practices and trends.
- ☐ Maintain, build, plan for, and modernize infrastructure to support the growth and future needs of the City.
- ☐ Not applicable.

EXECUTIVE SUMMARY

The Fountain Valley Police Department continues to advance its use of technology to enhance public safety, improve response times, and increase operational efficiency. Unmanned Aircraft Systems (UAS) have become an essential tool in modern law enforcement, providing real-time aerial intelligence that supports critical decision-making during dynamic incidents. These systems are routinely used for search and rescue operations, crime scene documentation, traffic collision investigations, and tactical deployments.

The addition of a DJI Matrice 4 Thermal UAS will significantly expand the Department's capabilities by providing enhanced thermal imaging, improved flight performance, and increased operational flexibility. This technology allows officers to safely assess incidents from a distance, reducing risk to personnel while also improving situational awareness and overall effectiveness.

Staff requests Council approval to accept a donation from the Fountain Valley Woman's Club in the amount of $8,884.89 for the purchase of one UAS from Advexure, and to amend the Capital Replacement Schedule to include the UAS equipment. The proposed acquisition is fully funded through a donation from the Fountain Valley Woman's Club, reflecting strong community support for public safety initiatives.

DISCUSSION

The Fountain Valley Police Department implemented its UAS program to support a wide range of public safety operations. Since its inception, the program has demonstrated measurable benefits, including reduced scene processing times for traffic collisions, improved documentation of crime scenes, and enhanced support during critical incidents.

UAS deployments allow officers to quickly obtain aerial perspectives that would otherwise require significant resources or create additional safety risks. For example, during traffic collision investigations, UAS technology can significantly reduce roadway closures by capturing detailed aerial imagery in a fraction of the time required for traditional methods. Additionally, in tactical situations, UAS platforms provide real-time intelligence that assists officers in making informed decisions while minimizing exposure to potential threats.

The DJI Matrice 4 Thermal UAS is equipped with advanced thermal imaging capabilities that enable the detection of heat signatures in low-light or obstructed environments. This is particularly valuable during searches for missing persons, suspect apprehensions, and emergency response situations. The system also offers extended flight time, improved stability, and enhanced payload capabilities, making it a reliable and versatile platform for a variety of operational needs.

Acquiring an additional UAS strengthens the Department's operational readiness by ensuring continuity during maintenance or equipment downtime and allowing for simultaneous deployments when needed. This added capacity enhances the Department's ability to respond to multiple incidents, large-scale events, and critical emergencies.

The acquisition is made possible through a donation from the Fountain Valley Woman's Club, demonstrating the community's commitment to supporting public safety efforts. This partnership not only enhances the Department's capabilities but also reinforces the collaborative relationship between the Police Department and the community it serves.

FISCAL REVIEW

Funds for acquiring the DJI Matrice 4 Thermal UAS, and its related equipment, will be fully funded through a $8,884.89 donation from the Fountain Valley Woman's Club. The company Advexure, from which the Department will be purchasing the UAS, has a Sourcewell Contract #011223-ADX that provides the City with a cost savings of $430.00.

UAS

(1) DJI Matrice 4 Thermal UAS	$7,400.00
(Includes DJI Care 1 Year Warranty)	
(3) DJI Matrice 4 Series Battery	$735.00
(1) DJI AL1 Spotlight for DJI Matrice 4 Series	$465.00
Discount Sourcewell Contract Account #62029	-$430.00
Estimated Sales Tax	$714.89
Sub Total	**$8,884.89**

Based on a comparison of historical pricing and recent purchases by other cities utilizing similar technology, the proposed pricing from Advexure is consistent with fair market value. Additionally, procurement through the Sourcewell cooperative purchasing program provides cost savings that were not available through alternative vendors.

To recognize the donation and equipment purchase in the current FY 2025-26 Budget, a budget adjustment is required. The budget adjustment will have offsetting increased appropriations in the FY 2025-26 Criminal Diversion fund budget to the Miscellaneous Equipment expense account (270.70.97002.55505) and the Donations revenue account (270.70.70712.44500). The resulting transactions and budget adjustments will have no General Fund impact and a $0 net impact to the Criminal Diversion Fund.

Account Number	Account	FY 25/26
270.70.97002.55505	Misc. Equipment - Expense	$8,885.00
270.70.70712.44500	Donations - Revenue	$8,885.00
	Net Impact	**$0.00**

PUBLIC NOTIFICATION

Public notification was accomplished through the regular agenda process.

ATTORNEY REVIEW

The Attorney for the City has reviewed this report and concurs with the recommended action.

ALTERNATIVES

Alternative No. 1: 1) Approve a Resolution to accept a donation from the Fountain Valley Woman's Club in the amount of $8,884.89 for the purchase of one Public Safety Unmanned Aircraft System (UAS) from Advexure; 2) Amend the Capital Replacement Schedule to include the UAS equipment.

Alternative No. 2: 1) Do not approve a Resolution to accept a donation from the Fountain Valley Woman's Club in the amount of $8,884.89 for the purchase of one Public Safety Unmanned Aircraft System (UAS) from Advexure; 2) Amend the Capital Replacement Schedule to include the UAS equipment.

RECOMMENDATION

Staff recommends Alternative No. 1**:** 1) Approve a Resolution to accept a donation from the Fountain Valley Woman's Club in the amount of $8,884.89 for the purchase of one Public Safety Unmanned Aircraft System (UAS) from Advexure; 2) Amend the Capital Replacement Schedule to include the UAS equipment.

Prepared by:	Brian Mosher, Sergeant
Reviewed by:	Heather Williams, Lieutenant
Approved by:	Craig Heredia, Chief of Police
Fiscal Review by:	Ryan Smith, Finance Director/City Treasurer
Attorney Review by:	Colin Burns, Attorney for the City
Approved by:	Maggie Le, City Manager

Attachments:

1. Resolution
2. Advexure Quote
3. FVPD Policy for UAS Operations

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE DONATION OF FUNDS FROM THE FOUNTAIN VALLEY WOMAN'S CLUB FOR THE PURCHASE OF AN UNMANNED AIRCRAFT SYSTEM (UAS) AND RELATED EQUIPMENT FOR THE FOUNTAIN VALLEY POLICE DEPARTMENT UAS PROGRAM.

WHEREAS, The Fountain Valley Woman's Club and the Fountain Valley Police Department have recognized a need for the purchase of a UAS and related equipment for law enforcement purposes and;

WHEREAS, the Fountain Valley Woman's Club has pledged funds in the amount of $8,884.89 for the purchase of a UAS and related equipment.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the City of Fountain Valley does hereby accept the donation of $8,884.89 from the Fountain Valley Woman's Club.

2. That the donated amount will be used to fund the purchase of the UAS and related equipment outlined in Attachment 2.

Passed and adopted by the City Council of the City of Fountain Valley this 2nd day of June, 2026.

ATTEST:

_____
MAYOR

_____
City Clerk

APPROVED AS TO FORM:

_____
Attorney for the City

COMMERCIAL UAS | TRAINING | CONSULTING | SERVICE

Advexure Unmanned Systems
9281 Irvine Blvd
Irvine, CA 92618 USA

Tax ID: 47-4174938 | **CAGE:** 8FF59
www.advexure.com | **(855) 625-2055**

SALES QUOTE

BILLING	SHIPPING
Brian Mosher Fountain Valley Police Department 10200 Slater Avenue Fountain Valley, CA 92708 United States	**Brian Mosher** Fountain Valley Police Department 10200 Slater Avenue Fountain Valley, CA 92708 United States

QUOTE #	D9902
ISSUED	03/05/2026
EXPIRES	30 Days
TERMS	Net 30

ITEM / DESCRIPTION	SKU	QTY	UNIT PRICE	AMOUNT
DJI Matrice 4 Thermal Combo Includes: (1) DJI Matrice 4T Aircraft (Includes microSD card) (1) Remote Controller (Excludes WB37 battery and RC strap bracket) (1) Battery (3) Propeller Pairs (1) Charger (With power cable) (1) Charging Hub (2) Power Cable (USB-C to USB-A cable, USB-C to USB-C cable) (1) Carrying Case (Safety case and shoulder strap) (1) Pry Bar (Open 4G dongle compartment) (1) Manual	DJI-M4T	x1	$ 7,400.00	$ 7,400.00
DJI Matrice 4 Series Battery 99 Wh high-capacity battery provides up to 49 minutes of flight time or 42 minutes of hover time for the DJI Matrice 4 series drones.	DJI-M4T-BT	x3	$ 245.00	$ 735.00
DJI AL1 Spotlight for DJI Matrice 4 Series Includes (1) Spotlight (2) Spare Screw (1) Hex Key	DJI-M4T-AL1	x1	$ 465.00	$ 465.00
Advexure Enterprise Lifetime Premium Support COMPLIMENTARY: As one of the longest serving and most reputable UAV/drone dealers and distributors in North America, Advexure's enterprise solutions division commits itself to seven days a week, 365 days a year dedicated enterprise level support available near 24 hours a day by phone, email and live chat. Learn more about the Advexure Experience here, and research our service reputation for yourself.	ADV-ELPS	x1	$ 0.00	$ 0.00
Advexure Sourcewell Cooperative Purchasing Contract #011223-ADX (Exp: 3/2027) Satisfy your legal procurement requirements with Advexure's Sourcewell government contract, providing a compliant, convenient and competitive procurement solution which can expedite your purchasing process.		x1	$ 0.00	$ 0.00

SUBTOTAL	**$ 8,600.00**
Sourcewell Contract - Account #62029	-$ 430.00
SHIPPING	$ 0.00
SALES TAX	$ 714.89
TOTAL	**$ 8,884.89**

THANK YOU FOR CHOOSING ADVEXURE

Visit us online at advexure.com
Questions? Email sales@advexure.com

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Unmanned Aerial System (UAS) Operations

605.1 PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines for the use of an unmanned aerial system (UAS) and for the storage, retrieval and dissemination of images and data captured by the UAS.

605.1.1 DEFINITIONS

Definitions related to this policy include:

Unmanned aerial system (UAS) - An unmanned aircraft of any type that is capable of sustaining directed flight, whether preprogrammed or remotely controlled (commonly referred to as an unmanned aerial vehicle (UAV)), and all of the supporting or attached systems designed for gathering information through imaging, recording or any other means.

605.2 POLICY

Unmanned aerial systems may be utilized to enhance the department's mission of protecting lives and property when other means and resources are not available or are less effective. Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations.

605.3 PRIVACY

The use of the UAS potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators and observers shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure). Operators and observers shall take reasonable precautions to avoid inadvertently recording or transmitting images of areas where there is a reasonable expectation of privacy. Reasonable precautions can include, for example, deactivating or turning imaging devices away from such areas or persons during UAS operations.

605.4 PROGRAM COORDINATOR

The Chief of Police will appoint a program coordinator who will be responsible for the management of the UAS program. The program coordinator will ensure that policies and procedures conform to current laws, regulations, and best practices and will have the following additional responsibilities:

- Coordinating the FAA Certificate of Waiver or Authorization (COA) application process and ensuring that the COA is current, and/or coordinating compliance with FAA Part 107 Remote Pilot Certificate, as appropriate for department operations.
- Ensuring that all authorized operators and required observers have completed all required FAA and department-approved training in the operation, applicable laws, policies, and procedures regarding use of the UAS.
- Developing uniform protocol for submission and evaluation of requests to deploy a UAS, including urgent requests made during ongoing or emerging incidents. Deployment of a UAS shall require written authorization of the Chief of Police or the authorized designee, depending on the type of mission.

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- Coordinating the completion of the FAA Emergency Operation Request Form in emergency situations, as applicable (e.g., natural disasters, search and rescue, emergency situations to safeguard human life).
- Developing protocol for conducting criminal investigations involving a UAS, including documentation of time spent monitoring a subject.
- Implementing a system for public notification of UAS deployment.
- Developing an operational protocol governing the deployment and operation of a UAS including but not limited to safety oversight, use of visual observers, establishment of lost link procedures, and secure communication with air traffic control facilities.
- Developing a protocol for fully documenting all missions.
- Developing a UAS inspection, maintenance, and record-keeping protocol to ensure continuing airworthiness of a UAS, up to and including its overhaul or life limits.
- Developing protocols to ensure that all data intended to be used as evidence are accessed, maintained, stored, and retrieved in a manner that ensures its integrity as evidence, including strict adherence to chain of custody requirements. Electronic trails, including encryption, authenticity certificates, and date and time stamping, shall be used as appropriate to preserve individual rights and to ensure the authenticity and maintenance of a secure evidentiary chain of custody.
- Developing protocols that ensure retention and purge periods are maintained in accordance with established records retention schedules.
- Facilitating law enforcement access to images and data captured by the UAS.
- Recommending program enhancements, particularly regarding safety and information security.
- Ensuring that established protocols are followed by monitoring and providing periodic reports on the program to the Chief of Police.
- Maintaining familiarity with FAA regulatory standards, state laws and regulations, and local ordinances regarding the operations of a UAS.

605.5 USE OF UAS

Only authorized operators who have completed the required training shall be permitted to operate the UAS.

Use of vision enhancement technology (e.g., thermal and other imaging equipment not generally available to the public) is permissible in viewing areas only where there is no protectable privacy interest or when in compliance with a search warrant or court order. In all other instances, legal counsel should be consulted.

UAS operations should only be conducted consistent with FAA regulations.

605.6 PROHIBITED USE

The UAS video surveillance equipment shall not be used:

- To conduct random surveillance activities.

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- To target a person based solely on actual or perceived characteristics, such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, or disability.
- To harass, intimidate, or discriminate against any individual or group.
- To conduct personal business of any type.

The UAS shall not be weaponized.

605.7 RETENTION OF UAS DATA

Data collected by the UAS shall be retained as provided in the established records retention schedule.

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CITY OF FOUNTAIN VALLEY
CITY COUNCIL

COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: June 2, 2026

SUBJECT: Public Hearing to Consider an Appeal of the Planning Commission's Denial of Precise Plan No. 577 and Conditional Use Permit No. 1929 and the Planning Commission's Recommendation that the City Council Deny General Plan Amendment No. 23-01 and Zoning Map Amendment No. 436 and Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Parkside FV Project located at 8550 Warner Avenue

Three-Year Strategic Goals

☐ Cultivate a welcoming culture and safe environment that makes our community "A Nice Place to Live."
☐ Ensure long-term fiscal stability by evaluating processes, and attract and retain revenue producing businesses/opportunities.
☐ Attract and retain quality staff through best practices and trends.
☐ Maintain, build, plan for, and modernize infrastructure to support the growth and future needs of the City.
☒ Not applicable.

EXECUTIVE SUMMARY

On March 25, 2026, the Planning Commission held a public hearing to consider a proposal to amend the General Plan Land Use Map designation from General Commercial to High Density Residential, amend the Zoning Map from C1 – Local Business to R4 – High Density Multiple Dwelling, and construct a 72-unit apartment development in a new 76,076 square foot three-story building with an 800 square foot one-story clubhouse building and surface parking lot through a Precise Plan and Conditional Use Permit for the Parkside FV development located on a 2.119-acre site at 8550 Warner Avenue (Attachment #1).

The Project site is not identified as a Housing Element opportunity site or included in the City's Housing Element sites inventory for meeting the City's 2021–2029 RHNA allocation.

By a vote of 4-1, the Planning Commission directed staff to return with resolutions to deny Precise Plan No. 577 ("PP 577"), Conditional Use Permit 1929 ("CUP 1929") and recommend that the City Council deny General Plan Amendment No. 23-01 ("GPA 23-01") and Zoning Map Amendment No. 436 ("ZMA 436").

On April 8, 2026, the Planning Commission adopted Resolution No. 26-06 denying PP 577 and CUP 1929 and adopted Resolution No. 26-07 recommending the City Council deny GPA 23-01 and ZMA 436 (Attachment #2).

On April 20, 2026, the appellant filed a timely appeal of the Planning Commission decision of denial and recommendation for denial (Attachment #3).

As a de novo hearing, the City Council may consider all aspects of the application as well as matters raised in the appeal and may affirm, affirm in part, or reverse the Planning Commission's action. The report describes the proposed project scope, provides relevant background information including a description of the Planning Commission's action, and analyzes the issues of appeal raised by the applicant.

In accordance with the Fountain Valley Municipal Code (FVMC) Section 21.60.050, appeal applications shall be submitted in writing and filed with the department or city clerk, as applicable to the review authority, on a City application form, before 5 p.m. of the tenth calendar day following the date the decision was rendered by the director or the commission, as applicable. As the appeal deadline fell on a Saturday, the City extended the deadline until Monday April 20, 2026. Additionally, FVMC 21.58.020 states that the director shall schedule the hearing within 45 days of the filing of the appeal or the adoption by the commission or council of a motion to review an action and prepare a written report for consideration by the applicable review authority identified in subsection (a) of this section. The Public Hearing date for this appeal is June 2, 2026 – 43 days after the appeal was submitted to the City.

LEGAL FRAMEWORK FOR COUNCIL ACTION

Pursuant to FVMC section 21.60.050(f), the City Council's review is de novo. The Council will independently consider the full record, the Planning Commission's action, the applicant's appeal, public testimony, and the findings required by the FVMC. The requested entitlements are interdependent. The Project requires GPA 23-01 and ZMA 436 because multifamily residential development is not permitted under the site's existing General Commercial land use designation and C1 zoning. If the Council denies GPA 23-01 and ZMA 436, the proposed residential use would remain inconsistent with the existing General Plan and zoning designations, and PP 577 and CUP 1929 could not be approved.

The Council is not required to approve an applicant-initiated General Plan Amendment or Zoning Map Amendment merely because the applicant proposes housing or affordable units. The Council may deny the requested amendments if it cannot make the findings required by FVMC section 21.34.050, including findings regarding General Plan/internal consistency, public convenience, health, interest, safety, or welfare, CEQA compliance as applicable, and physical suitability/compatibility for the requested zoning designation.

The Council may also deny PP 577 and CUP 1929 if it cannot make the findings required by FVMC sections 21.44.050 and 21.36.050, including findings regarding General Plan consistency, compatibility with surrounding uses, site suitability, neighborhood impacts, and public convenience, health, interest, safety, or welfare.

DISCUSSION

Robert Franklin has submitted an application, on behalf of the property owner, FV Center, LP ("Owner"), to amend the General Plan Land Use Map designation from General Commercial to High Density Residential, amend the Zoning Map from C1 – Local Business to R4 – High Density Multiple Dwelling, and construct a 72-unit apartment development in a new 76,076 square foot three-story building with an 800 square foot one-story clubhouse building through a Precise Plan and Conditional Use Permit on a 2.119-acre site located at 8550 Warner Avenue ("Project").

As discussed in the attached Staff Report for the Planning Commission Public Hearing of March 25, 2026 (Attachment #1), the Project includes the request for a Density Bonus, three (3) concessions for the reduction in the rear setback, reduction on balcony size, and increase in number of units per 1,452 square feet. Additionally, the Project will include 10 deed restricted very-low-income units based on 15% of the permitted base density of the Project. Per the California Environmental Quality Act (CEQA), a Mitigated Negative Declaration ("MND") was prepared for the Project (State Clearinghouse # 2026010463) located at https://www.fountainvalley.gov/1531/Parkside-FV.

Requested entitlements and approvals include a Precise Plan for the development of the proposed Project, a Conditional Use Permit for the use of multi-family dwellings in the proposed R4 zone, a General Plan Amendment to change the Land Use Map designation from General Commercial to High Density Residential, and a Zoning Map Amendment to amend the Zoning Map from C1 – Local Business to R4 – High Density Multiple Dwelling. An Affordable Housing Agreement (AHA) that will include 10 deed restricted very-low-income units based on the code required 15% of the permitted base density of the Project will be required to be approved prior to issuance of grading permits.

As noted in the Planning Commission Staff Report and as shown on the Project Plans, if the GPA 23-01 and ZMA 436 were approved, the Project would meet all development standards of the R4 zone, with the exception of those addressed through the requested Density Bonus Law concessions and Density Bonus Law parking standards, will provide a total of 107 parking spaces (22 more than the minimum State Density Bonus Law parking requirements), will be screened from a Vehicle Miles Traveled analysis, and does not warrant the preparation of a transportation impact study with level of service (LOS) analysis based on the City-established screening criteria.

The Planning Commission held a Public Hearing on the Project on March 25, 2026 and after receiving public testimony, voted 4-1 to direct staff to return with Resolutions denying PP 577 and CUP 1929 and recommending the City Council deny GPA 23-01 and ZMA 436.

In accordance with FVMC 21.44.050, 21.36.050, and 21.34.050, the Planning Commission made its determination based on inconsistency with General Plan Goals LU-1 and LU-3 and Policies LU-1.1, LU-1.2, and LU-3.2 as outlined in Planning Commission Resolutions 26-06 pages 2-3 and Planning Commission Resolution 26-07 pages 2-3. Additionally, the site is not listed as an opportunity site in the Housing Element and is not included in the City's adopted Housing Element sites inventory for meeting the Regional Housing Needs Assessment allocation for the 2021-2029 Planning Period.

The Planning Commission did find the following in a positive manner: The Project would use a variety of building materials, the proposed architecture would be fully finished on all elevations of the buildings with a contemporary architecture, utilities would be adequately provided to the Project, the Project would not create any traffic or pedestrian hazards, and the proposed use would comply with the R4 zone if a General Plan Amendment and Zoning Map Amendment were approved.

APPEAL SUMMARY

On April 20, 2026, the appellant filed a timely appeal of the Planning Commission's adoption of Resolutions No. 26-06 denying PP 577 and CUP 1929 and 26-07 recommending the City

Council deny GPA 23-01 and ZMA 436. The grounds for the appeal are provided in the Appeal Application and Letter (Attachment #3), which is summarized as follows:

1. Appeal of Resolution 26-06 denying PP 577 and CUP 1929;
2. Appeal of Resolution 26-07 recommending that City Council deny GPA 23-01 and ZMA 436; and
3. Letter dated April 15, 2026, from applicant's counsel.

Based on the above-mentioned arguments, the appellant requests that the City Council approve the appeal and approve PP 577, CUP 1929, GPA 23-01, ZMA 436, and the MND for the Project.

The City Council, in its de novo review of whether to approve or deny the Precise Plan, Conditional Use Permit, General Plan Amendment, Zoning Map Amendment, and MND, is required to determine whether the proposed project meets the criteria set forth in FVMC Sections 21.44.050, 21.36.050, and 21.34.050, each of which are entitled 'Findings and decision.'

HOUSING ELEMENT AND RHNA

The Project site is not identified as a Housing Element opportunity site and is not included in the City's adopted Housing Element sites inventory for meeting the 2021–2029 RHNA allocation. The City's Housing Element identifies a separate strategy for accommodating RHNA through identified sites, ADU assumptions, inclusionary housing, and other programs. The City's 2025 APR reflects continued implementation of that strategy, including ADU permitting and large residential projects in the pipeline.

The City recognizes that it must continue implementing its Housing Element and facilitating housing production. However, the City's remaining RHNA obligation does not, by itself, require approval of an applicant-initiated GPA and ZMA for a commercial site outside the adopted sites inventory. Council may consider the Project's housing benefits, including the proposed 10 very-low-income units, but may also determine that converting this commercial site to high-density residential use is inconsistent with the City's adopted land-use framework and the required findings.

COMMERCIAL LAND INVENTORY AND FISCAL SUSTAINABILITY

The Project site is currently designated General Commercial and zoned C1-Local Business. It is located within an established corridor of commercial uses along Warner Avenue. The General Plan land-use framework preserves commercial areas to support local-serving businesses, employment opportunities, economic development, and long-term fiscal sustainability. The City may consider the limited inventory of commercially designated land and the importance of maintaining commercial corridors when deciding whether to approve an applicant-initiated GPA and ZMA.

The applicant's vacancy and highest-and-best-use evidence is part of the record. However, current vacancy, current ownership decisions, or the applicant's preferred economic use do not require the City to permanently convert commercially designated land to residential use. Council may determine that retaining the site's commercial designation better implements the General Plan and the City's long-term land-use and fiscal-sustainability objectives.

DENSITY BONUS LAW

The Project includes 10 deed-restricted very-low-income units and requests density bonus benefits, including concessions and application of state parking ratios. If GPA 23-01 and ZMA 436 were approved, the Project would be evaluated under Density Bonus Law and applicable local density bonus provisions. However, the Project's density bonus request does not independently require the City Council to approve the requested GPA and ZMA. Density Bonus Law does not eliminate the need for the underlying land use and zoning amendments, and the Project is not currently permitted under the existing General Commercial land use designation and C1 zoning.

Accordingly, if the Council denies GPA 23-01 and ZMA 436, the requested PP 577, CUP 1929, density bonus concessions, and Affordable Housing Agreement cannot proceed because the proposed residential use would not be permitted on the site.

HOUSING ACCOUNTABILITY ACT ANALYSIS

The applicant's appeal raises state housing law concerns. The City Council's action is based on the requested discretionary legislative amendments and the required local findings for those amendments and related entitlements. The Project site is currently designated and zoned for commercial use, and the applicant seeks to change that adopted land-use framework. The City would not be denying an otherwise permitted residential use based on subjective preferences; rather, Council is determining whether to approve an applicant-initiated GPA and ZMA for a site outside the Housing Element sites inventory and determining whether the required FVMC findings can be made.

To the extent the Housing Accountability Act is asserted, the Council's findings should identify the existing objective land use and zoning designations, the required discretionary amendments, the site's exclusion from the Housing Element sites inventory, and the adopted General Plan policies supporting denial.

APPEAL ANALYSIS

1. Appealing Resolution 26-06 – Denial of PP 577; CUP 1929; MND.

   Noted. Applicant is appealing the decision of Planning Commission to deny PP 577 and CUP 1929. The City Council will consider the appeal de novo and determine whether the findings required by FVMC sections 21.44.050 and 21.36.050 can be made. Because the proposed multifamily residential use requires approval of GPA 23-01 and ZMA 436, denial of those legislative amendments would provide an independent basis to deny PP 577 and CUP 1929. CEQA is discussed separately below.

2. Appealing Resolution 26-07 – Recommendation City Council deny GPA 23-01 and ZMA 436.

   Noted. GPA 23-01 and ZMA 436 are subject to final action by the City Council. The Planning Commission's action on those entitlements was a recommendation only. The City Council will independently consider whether

the required findings under FVMC section 21.34.050 can be made for the requested amendments.

3. Letter dated April 15, 2026, from applicant's counsel.

    1. The denial of Precise Plan No. 577 and CUP No. 1929.
        a. The denial of Precise Plan No. 577 and CUP No. 1929 must be overturned, consistent with state law because there was a prejudicial abuse of discretion by the Planning Commission and the Planning Commission's decision was not supported by the findings and the findings are not supported by the evidence.

            The City Council's review is de novo. In considering the appeal, the City Council may independently review the Planning Commission's action, the applicant's appeal, the staff report, public testimony, the Project plans, the environmental record, and all other evidence in the administrative record. Based on that independent review, the City Council may determine that the findings required for approval of PP 577 and CUP 1929 cannot be made.

            The Planning Commission's decision was based on the findings that the proposed land use is not compatible with the surrounding uses, including the established corridor of commercial uses extending from Newland Avenue to past the 405 freeway to Bushard Street, and the adjacent single-family residential neighborhoods. The Planning Commission also found that the project would not be consistent with key land use policies of the city's General Plan (Resolution 26-06: Section 2, Finding 1.a. and Section 3, Finding 2), would interfere with the use and enjoyment of neighboring uses (Resolution 26-06, Section 2, Finding 1.b.), would not be compatible with the character of the surrounding neighborhood (Resolution 26-06: Section 2, Finding 2 and Section 3, Finding 3), and would be detrimental to the welfare of the adjacent properties due to excessive dissimilarity or inappropriateness of design in relation to the surrounding neighborhood (Resolution 26-06: Section 2, Finding 3.a. and 3.b. and Section 3, Finding 5). Specifically, the proposed density and intensity of the Project is inconsistent with the established development pattern of the surrounding area, which is made up of single-family residential uses and limited transitional buffering from arterial commercial corridors. The City Council may also consider that the site is not listed as an opportunity site in the Housing Element and is not included in the City's adopted Housing Element sites inventory for meeting the 2021–2029 RHNA allocation.

        b. Resolution 26-06 presents a circular argument, i.e. that the Precise Plan and Conditional Use Permit are not consistent with the Fountain Valley General Plan, presumably on the bases that the City Council has yet to decide where it is appropriate at this point to amend the General Plan and Zoning Map to allow for residential…

The Precise Plan and Conditional Use Permit are not consistent with the current General Plan or Zoning Map, however the Project includes the request to amend the General Plan and Zoning Map, so the findings are based on the Project as a whole. With that said, if the General Plan and Zoning Map amendments were not approved, then yes, the project would not be compatible with the current General Plan and Zoning Map.

c. The Planning Commission failed to take into consideration that the commercial marketplace has changed drastically over the last 50 years…in response to increased competition from national chains…

The Planning Commission received testimony from the applicant's team regarding the change in the commercial marketplace but found that the proposed Project was not compatible with surrounding uses and that outweighed the testimony from the applicant's team. The Planning Commission found that the proposed land use is not compatible with the surrounding uses, that being the established corridor of commercial uses that stretch from Newland Avenue to past the 405 freeway to Bushard Street, and the adjacent single-family residential units. This leads to the project not being found to be consistent with key land use policies of the city's General Plan.

d. The Planning Commission's findings in Section 2.1.a. with respect to General Plan Policies LU-1, LU-1.1, LU-1.2, LU-3, and LU-3.2 are generalized and also not based on any evidence, much less substantial evidence, presented at the hearing. In contrast, the Revise Project Description submitted by the Applicant on January 12. 2025, specifically explains how the project would be consistent with the General Plan Policies LU-1.1, LU-1.2, LU-1.3, LU-2.1, LU-3.1, LU-3.2, LU-3.5, H-1.1, H-1.2, H-2.1, H-2.3, CM-1.1, OSC-1.1, and PFS-5.1.

The applicant's proposed compliance with the Fountain Valley General Plan Goals and Policies were provided to the Planning Commission for their consideration in the Planning Commission Agenda Packet for the March 25, 2026 Planning Commission meeting. The findings of the Planning Commission, that can be found in Resolution No. 26-06 (provided below), are sufficient for project denial

The proposed Project would fail to meet the General Plan Goal LU-1 – An arrangement of compatible land uses that protects and maintains attractive and safe neighborhoods while promoting dynamic activity centers and preserving conventional commercial and industrial uses by failing to meet Policy LU-1.1 and Policy LU-1.2 as noted below.

The proposed Project would fail to meet Policy LU-1.1 of General Plan Goal LU-1: Land Use compatibility and viability – Require that new development is located, scaled, buffered, and designed to minimize negative impacts on existing conforming uses and adjacent neighborhoods. Require that new residential developments are located, scaled, buffered, and designed so as to not hinder the economic viability and continuity of areas planned for nonresidential uses.

Also, the proposed Project would fail to meet Policy LU-1.2 of General Plan Goal LU-1: Land Use Plan consistency – Consider proposed development that is consistent with the Land Use Plan (i.e., it does not require a change in Land Use Designations), to be generally compatible and consistent with surrounding land uses and a community's identity.

Additionally, the proposed Project would fail to meet the General Plan Goal LU-3 – Neighborhoods, places, and buildings that are well maintained, demonstrate pride and reinvestment, and reinforce a sense of community by failing to meet Policy LU-3.2 as noted below.

The proposed Project would fail to meet Policy LU-3.2 of General Plan Goal LU-3: Scale and character – Ensure that all new development is compatible with the scale and character of the surrounding neighborhoods in Fountain Valley.

The Planning Commission found that the proposed land use is not compatible with the surrounding uses, that being the established corridor of commercial uses that stretch from Newland Avenue to past the 405 freeway to Bushard Street, and the adjacent single-family residential units. This leads to the project not being found to be consistent with key policies of the Land Use Element of the city's General Plan. The proximity of the Project to, and proposed high density of the Project, would not be compatible with the surrounding low density single-family residential uses, would provide too much of a drastic transition between adjacent land use density (low density residential immediately adjacent to high density residential), and would not be designed to minimize negative impacts on existing conforming uses and adjacent neighborhoods. The proposed change in land use from commercial to high density residential would negatively affect the economic viability and continuity of the site, an area planned for nonresidential uses. Additionally, the Project would not be consistent with the established Land Use Plan and would therefore not be compatible and consistent with surrounding land uses and the community's identity. Also, the scale and character of the Project would not be compatible with the scale and character of the surrounding neighborhoods which are comprised of one-story low density single-family homes with second story elements to the south, a one-story low density single-family home neighborhood in the City of Huntington Beach to the north with only 7 out of 37 homes with second story elements, and commercial uses to the west.

e. Particularly egregious, is the Planning Commissions finding that since the site is not listed as an Opportunity Site in the Housing Element…, it would "somehow" disrupt the city's pre-approved plan for meeting RHNA requirements.

The existing Housing Element sufficiently plans for the RHNA Allocation of 4,839 units without the Project. The Housing Element of the Fountain

Valley General Plan identifies and establishes the City's strategy for the maintenance and development of housing to meet the needs of existing and future residents. Within the Housing Element, nine (9) opportunity sites are identified to help reach the City's RHNA allocation of 4,839 units. Additionally, as reflected in the City's HCD-certified Housing Element, within the approved RHNA allocation, the city has planned for 384 accessory dwelling units. As of April 1, 2026, there have been 290 ADU's built and the city anticipates reaching the projected number of ADU's by the end of next year, much earlier than anticipated by 2029.

Production of new housing units since the beginning of this RHNA Cycle in 2021 has only reached 710 total units, however the Euclid/Heil Project of 606 units is currently in Plan Check review and close to being permitted, the Our Lady of Guadalupe Project of 29 units is currently in Plan Check review and close to being permitted, and the 16800 Magnolia (Boomers) Project of 657 units is anticipated to be submitted for plan check in the next few months. It should be noted that the Euclid/Heil Project was projected to provide a total of 411 units but was approved for 606 units yielding a surplus of 195 units. Also, the Boomers Project was projected to provide a total of 275 units but was approved for 657 units yielding a surplus of 382 units. With a total surplus of 577 units from these two Projects (195+382), this exceeds the 500 additional unit surplus noted in Program 1a of the HCD-certified Housing Element. As such, on May 6, 2026, HCD notified the city that the City of Fountain Valley has completed the rezoning requirements of Programs 1a and 1e of the Housing Element 6th Cycle.

f. Furthermore, HCD's October 13, 2022, approval letter cautioned the City to timely remove constraints for multifamily housing including reviewing projects with objective standards. Also, the letter must continue timely and effective implementation of all programs…"

The Planning Commission recently recommended approval of Objective Design Standards for residential projects that qualify to proceed through a streamlined review, consistent with state law requirements applicable to certain housing projects. Eligible projects may be reviewed ministerially against applicable objective standards rather than through the City's typical discretionary review process. City Council review of these standards is anticipated on June 16, 2026.

Also, the City received a letter from HCD on October 7, 2025 "…to provide technical assistance regarding the City's implementation of its adopted and approved Housing Element, specifically Program 1a: Rezone to Accommodate Regional Housing Needs Allocation (RHNA) and Program 1e: Alternative Housing Sites to Rezone Sites to Accommodate the RHNA pursuant to Government Code section 65583.2, subdivision (c)." In follow up discussions with HCD, HCD was only looking for compliance with Program 1a at the time – specifically the implementation of an ordinance to permit owner-occupied and rental multi-family uses by-right for projects with 20% or more units affordable

to lower income households. On April 7, 2026 the City Council approved a first read of an Ordinance to approve Code Amendment No. 26-01 to amend Fountain Valley Municipal Code (FVMC) Sections 21.08.030, 21.15.030, and 21.90.020, and add Section 21.46.120 to permit owner-occupied and rental multi-family uses by right for projects with 20% or more units affordable to lower income households. A second reading of the Ordinance was approved by the City Council on April 21, 2026 and the Ordinance went into effect on May 21, 2026. As a result of these updates, on May 6, 2026, HCD notified the city that the ordinance implementing the changes above were reviewed by HCD, approved, and that the City of Fountain Valley has completed the rezoning requirements of Programs 1a and 1e of the Housing Element 6th Cycle.

Program 1a also notes that "City will work to identify surplus housing sites to accommodate between 100 and 500 additional units, with a focus on identifying sites in high and highest resource areas. This effort will be undertaken to reduce the likelihood that the City's capacity will fall short during the planning period and provide greater flexibility for other opportunity sites." Although the city has only permitted 710 units so far in the RHNA Planning Period, the Euclid/Heil Project of 606 units is currently in Plan Check review and close to being permitted, the Our Lady of Guadalupe Project of 29 units is currently in Plan Check review and close to being permitted, and the 16800 Magnolia Project (Boomers) of 657 units is anticipated to be submitted for plan check in the next few months. Additionally, it should be noted that the Euclid/Heil Project (Miller Farm) was projected to provide a total of 411 units but was approved for 606 units yielding a surplus of 195 units. Also, the Boomers Project was projected to provide a total of 275 units but was approved for 657 units yielding a surplus of 382 units. With a total surplus of 577 units from these two Projects (195+382), this exceeds the 500 additional unit surplus noted in Program 1a. As such, as noted above, on May 6, 2026, HCD notified the city that the ordinance implementing the changes above were reviewed by HCD, approved, and that the City of Fountain Valley has completed the rezoning requirements of Programs 1a and 1e of the Housing Element 6th Cycle.

Program 1b addresses density bonus. The Project proposes a density bonus compliant with Government Code 65915 and City code to achieve a density of 34 dwelling units per acre with 10 very-low-income units.

Program 1c requires the City to adopt an inclusionary ordinance. The City Council adopted an inclusionary ordinance on December 19, 2023.

g. Finding in Section 2.1.a of Resolution 26-06, is nonsensical. There is no evidence in the record that the change in land use from commercial to residential would "negatively affect the economic viability and continuity of the site."

The applicant's highest-and-best-use analysis is part of the record and may be considered by the City Council. However, the City is not required to amend its General Plan or Zoning Map based on the applicant's preferred economic use of the property. The Council may consider the City's adopted land use framework, the site's location within the established corridor of commercial uses along Warner Avenue , the City's limited inventory of commercially designated land, and the General Plan's policies supporting preservation of areas planned for nonresidential uses. The properties that front onto the south side of Warner Avenue from Newland Avenue to past the 405 Freeway to Bushard Street are commercially designated, creating a commercial corridor of uses. The Council may determine that retaining the commercial designation better serves the City's long-term land use and fiscal sustainability objectives, notwithstanding the current vacancy level or current condition of the property. Changing the land use designation and zoning from commercial to high-density residential would permanently change the nature of the property and remove it from the City's commercially designated land inventory.

h. There is no evidence in the record to support the finding in Section 2.3.a. that the proposed project "would be detrimental to the public convenience, health, interest, safety or welfare, or materially injurious to the properties or improvements in the immediate vicinity."

As noted in the finding, the proximity of the project and density proposed would not be compatible with the surrounding low density single-family homes and would therefore would be detrimental to the welfare of adjacent properties. The Planning Commission found that the proposed land use is not compatible with the surrounding uses, that being the established corridor of commercial uses that stretch from Newland Avenue to past the 405 freeway to Bushard Street, and the adjacent single-family residential units. This leads to the project not being found to be consistent with key land use policies of the city's General Plan.

i. Nor is there any evidence to support the finding in Section 2.3.b, that the project would "substantially depreciate property values in the immediate vicinity or interfere with the use or enjoyment of property in the surrounding neighborhood, because of excessive dissimilarity or inappropriateness of design in relation to the surrounding neighborhood."

The Planning Commission found that because of excessive dissimilarity and inappropriateness of design in relation to the surrounding neighborhood, the project could potentially depreciate property values in the immediate vicinity – exclusive of the fact that the Project includes affordable housing.

City Council need not rely on a finding that the Project would substantially depreciate property values. Rather, the relevant finding may be based on whether the Project would interfere with the use or enjoyment of property in the surrounding neighborhood because of

excessive dissimilarity or inappropriateness of design in relation to the surrounding neighborhood. The Council may make that finding based on the Project's proposed land use conversion, density, building height, direct adjacency to low-density residential neighborhoods, and applicable General Plan policies addressing scale, character, land use compatibility, and neighborhood transition.

j. It should be noted that the City's reliance on California Code of Regulations, Title 14 Section 15270 is misplaced.

A full MND was prepared for this Project, however, since the Project was denied by the Planning Commission, per CEQA Section 15270, CEQA does not apply to project which a public agency rejects or disapproves. With that said, the appeal of the Project, including the PP, CUP, GPA, and ZMA, includes the full MND for City Council consideration.

2. The Planning Commission's Recommendation to Deny General Plan Amendment No. 23-01 and Zoning Map Amendment No. 436.

a. The Planning Commission's Resolution 26-07, recommending denial of General Plan and Zoning Map amendments just contains a rehash of Resolution 26-06.

Many of the findings of Resolution 26-07 are the same as 26-06, thus the repetitive findings from the Planning Commission.

b. Finding 1 in Section 3 of the Resolution suggests that the City must "require that new development is located, scaled, buffered, and designed to minimize negative impacts on existing conforming uses and adjacent neighborhoods." It should be noted that at least three of the Opportunity Sites referenced in the Housing Element abut low density residential developments, so it cannot be said that high density residential uses should be prohibited within the presence of an adjacent neighborhood.

There are, in fact, zero commercial Opportunity Sites that directly abut low density residential developments that aren't already developed with residential uses. The closest example to this is the 16300 Euclid Street Opportunity Site (Miller Farm). This Project was rezoned from R1 to R4, but the development was designed and scaled to match the adjacent neighborhood as best possible with two-story homes immediately adjacent to the existing single-family homes to the north and east of the project site, three-story townhomes a minimum 100 feet away from the existing single-family to the north and east of the project site, and a five-story apartment portion of the project located on the southwest corner of the project site. Architecturally, the Project is well designed, however due to the proposed density, height, and proximity to single-family homes, the Project was found to not be compatible.

c. The finding in Section 4 is nonsensical. Section 4 states: "The Planning Commission finds that the Amendments noted in GPA23-01 and ZMA 436 are not consistent with the Fountain Valley Municipal Code, as well as the Fountain Valley General Plan."

The purpose of the General Plan and Zoning Map amendments is to bring the property into conformance with the General Plan and Zoning Map, however, based on the Planning Commission's inability to make the required findings in Section 3 in a positive manner, Section 4 simply notes that GPA 23-01 and ZMA 436 are not consistent with the FVMC and General Plan.

d. There are good, sufficient and logical reasons why the City Council should approve the General Plan and Zoning Map Amendments. To fail to do so would be considered arbitrary and capricious…there is no logical or justifiable reason why Applicant's property was not at least given the opportunity back in 2021 to be rezoned as an Opportunity Site…the structure is outdated…The bottom line is that the property can no longer survive or thrive under the current land use and zoning.

A city is not required to rezone a property for residential use simply because a developer requests it, even if that property is not identified as an opportunity site in the housing element. Cities must provide enough capacity in their housing element to meet their Regional Housing Needs Allocation (RHNA) through specific sites. If the city has sufficient sites to meet its mandated goals, it is not obligated to rezone others. Property owners have no automatic right to a rezone, and local governments have discretion over land use decisions, meaning they can decline to rezone, especially if a project does not align with the adopted General Plan. If a property is not in the inventory of opportunity sites, a property owner can still apply for a discretionary rezoning, but the city is not mandated by state law to grant it, and property owners may face significant hurdles regarding environmental review and consistency with the General Plan.

Per Appendix A Buildout Methodology of the General Plan Final EIR, the City began identifying potential opportunity sites prior to commencing the General Plan Update. The discussion focused on planning for fiscally positive land uses to ensure fiscal sustainability following the sunset of Measure HH, a one-percent transactions and use tax intended to help balance the City's operating budget in 2037. The development of the Housing Element, including the inclusion of the opportunity sites to help the City meet its RHNA target, began in 2019 and concluded on October 4, 2022, when the City Council adopted Resolution No. 9853 approving the 2021-2029 Housing Element. When the Proposed Project was submitted to the City under a preliminary review application on August 15, 2022, selection and analysis of the opportunity sites had already been completed.

The Planning Commission's findings are not arbitrary and capricious as their decision was not baseless. Findings were based on incompatibility of the Project to surrounding uses. The Planning Commission found that the proposed land use is not compatible with the surrounding uses, that being the established corridor of commercial uses that stretch from Newland Avenue to past the 405 freeway to Bushard Street, and the adjacent single-family residential units. This leads to the project not being found to be consistent with key land use policies of the City's General Plan.

e. *There is no question that currently the Warner Center, with a vacancy rate of 80% is not generating significant sales tax revenue for the City and that this property has not been reassessed for property tax purposes for at least 50 years.*

The applicant presented a Highest and Best Use Analysis for the Project site. Although the information in the Highest and Best Use Analysis provided in the Planning Commission Agenda Packet noted that a change in land use from commercial to residential was the best use for the site, the City is not required to amend its General Plan or Zoning Map based on the applicant's preferred economic use of the property. The properties that front onto Warner Avenue are all commercial from Newland Avenue to past the 405 Freeway to Bushard Street. The proposed General Plan Amendment would constitute a significant departure from the City's planned land use framework for the established corridor of commercial uses along Warner Avenue. The Council may consider the City's adopted land use framework, the site's location within the established corridor of commercial uses along Warner Avenue, the City's limited inventory of commercially designated land, and the General Plan's policies supporting preservation of areas planned for nonresidential uses. The Council may determine that retaining the commercial designation better serves the City's long-term land use and fiscal sustainability objectives, notwithstanding the current vacancy level or current condition of the property. Changing the land use designation and zoning from commercial to high-density residential would permanently change the nature of the property and remove it from the City's commercially designated land inventory.

f. *If the City Council fails to approve General Plan Amendment 23-01, and Zoning Map Amendment 436, together with Conditional Use Permit No. 1929 and Precise Plan No. 577, it will likely place the Parkside Fountain Valley Development on a 2.119-acre site at 8550 Warner Avenue on a path that leads to litigation, with one of the specific causes of action being on unconstitutional regulatory taking under the Fifth Amendment of the U.S. Constitution.*

Regulatory takings restrict the use of private property so that there is no reasonable use or value left in the property. A classic example would be if the City rezoned the property as open space or parkland. A property owner does not have a vested right to the most profitable or

their preferred use. Nor would the City's decision to not rezone deny the owner all economically beneficial or productive value.

FISCAL REVIEW

The applicant has paid the appeal fee of $2,734.65 as required by the City's 2025-2026 Fee Schedule.

PUBLIC NOTIFICATION

The item was published in the Orange County Register and public notices were posted at City Hall, Recreation Center, and Fountain Valley Library. Additionally, per the City's new Public Notification Policy, the item was advertised on the Public Cable Television Authority channel, was posted on the City's website, and notification was sent to all residents and occupants within 1,000 feet of the Project Site.

ENVIRONMENTAL IMPACT REVIEW

The California Environmental Quality Act (CEQA) requires analysis of agency approvals of discretionary "projects". A "project," under CEQA, is defined as "the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." The proposed project is considered a project under CEQA. The environmental document prepared for the Project is Mitigated Negative Declaration (Attachment #1) and serves as the environmental review for the 8550 Warner Avenue Project (Parkside FV) pursuant to CEQA, Public Resources Code Sections 21000 et seq., and the State CEQA Guidelines.

On April 15, 2025 the City Council approved a contract with Rincon Consultants, Inc. to prepare an Initial Study/Mitigated Negative Declaration (MND) for the Project. The MND was published for the required 30-day comment period beginning on January 14, 2026 to February 13, 2026.

Nine (9) letters were received regarding the MND during the comment period. One was from the Department of Toxic Substances Control (DTSC) and the others from nearby residents noting concerns over traffic, parking, and noise. Rincon has prepared a Response to Comments Document that addresses each of the comment letters. In summary, all comments were addressed sufficiently in the Response to Comments document and were not deemed significant enough to warrant the preparation of revisions to the MND, as they will not change the analysis or conclusions of the MND.

Because staff recommends denial of the Project and requested entitlements, CEQA Guidelines section 15270 applies if the City Council denies the Project. Accordingly, if the Council denies the Project, the City Council is not required to adopt the MND or MMRP or make CEQA findings approving the environmental document.

ATTORNEY REVIEW

The Attorney for the City has reviewed the attached Resolutions.

ALTERNATIVES

Alternative No. 1: Conduct the public hearing and approve the following:

1. A Resolution of the City Council of the City of Fountain Valley denying General Plan Amendment No. 23-01 to change the General Plan Land Use Designation from General Commercial to High Density Residential and denying Zoning Map Amendment No. 436 to change the Zoning Map Designation from C1-Local Business to R4-High Density Multiple Dwelling for the 72-unit Parkside FV development located on a 2.119-acre site at 8550 Warner Avenue (Attachment #4); and
2. A Resolution of the City Council of the City of Fountain Valley denying the appeal and upholding the denial of Precise Plan No. 577 and Conditional Use Permit No. 1929 to construct a 72-unit apartment complex development in a new 76,076 square foot three-story building with 72 units and an 800 square foot one-story clubhouse building and surface parking lot on a 2.119-acre project site located at 8550 Warner Avenue (Attachment #5).

Alternative No. 2: Conduct the public hearing and direct staff to return with the following approvals:

1. A Resolution of the City Council of the City of Fountain Valley approving a Mitigated Negative Declaration and adoption of a Mitigation Monitoring and Reporting Program for General Plan Amendment No. 23-01, Zoning Map Amendment No. 436, Precise Plan No. 577, Conditional Use Permit No. 1929, and a Density Bonus and Affordable Housing Agreement for the 72-unit Parkside Fountain Valley Apartment Development located at 8550 Warner Avenue; and
2. An Ordinance of the City Council of the City of Fountain Valley approving Zoning Map Amendment No. 436 to change the Zoning Map Designation from C1-Local Business to R4-High Density Multiple Dwelling for the property located at 8550 Warner Avenue; and
3. A Resolution of the City Council of the City of Fountain Valley approving General Plan Amendment No. 23-01 to change the General Plan Land Use Map Designation from General Commercial to High Density Residential for the property located at 8550 Warner Avenue; and
4. A Resolution of the City Council of the City of Fountain Valley, including Conditions of Approval, approving the appeal and reversing the Planning Commission’s denial of Precise Plan No. 577 and Conditional Use Permit No. 1929 to construct a 72-unit apartment complex development in a new 76,076 square foot three-story building with 72 units and an 800 square foot one-story clubhouse building and surface parking lot on a 2.119-acre project site located at 8550 Warner Avenue.

Alternative No. 3: Continue the item for additional information.

RECOMMENDATION

Staff recommends denial based on inability to make the required findings for the requested GPA/ZMA and dependent PP/CUP. The recommended denial is based on the site's existing General Commercial land use designation and C1 zoning, its location within the established corridor of commercial uses along Warner Avenue , the City's interest in preserving limited commercially designated land for long-term economic and fiscal sustainability, the site's exclusion from the Housing Element sites inventory, HCD's confirmation that the City has completed the relevant Housing Element rezoning requirements, and the Project's inconsistency with General Plan policies regarding land use compatibility, commercial continuity, and neighborhood transition.

Staff is requesting City Council approval of Alternative No. 1 to conduct a public hearing and approve the following:

1. A Resolution of the City Council of the City of Fountain Valley denying General Plan Amendment No. 23-01 to change the General Plan Land Use Designation from General Commercial to High Density Residential and denying Zoning Map Amendment No. 436 to change the Zoning Map Designation from C1-Local Business to R4-High Density Multiple Dwelling for the 72-unit Parkside FV development located on a 2.119-acre site at 8550 Warner Avenue; and
2. A Resolution of the City Council of the City of Fountain Valley denying the appeal and upholding the Planning Commission's denial of Precise Plan No. 577 and Conditional Use Permit No. 1929 to construct a 72-unit apartment complex development in a new 76,076 square foot three-story building with 72 units and an 800 square foot one-story clubhouse building and surface parking lot on a 2.119-acre project site located at 8550 Warner Avenue.

Prepared by:	Steven Ayers, Principal Planner
Reviewed by:	Omar Dadabhoy, Deputy City Manager/Community Development Director
Fiscal Review by:	Ryan Smith, Finance Director
Attorney Review by:	Theresa Brennan, Attorneys for the City
Approved by:	Maggie Le, City Manager

Attachments:

1. Planning Commission Staff Report dated March 25, 2026, including all its attachments including:
    a. Project Plans that include all Project Information, Plan Information Tables, Site Plans, Floor Plans, Elevation Plans, Tentative Tract Map Plans, Grading and Utility Plans, Lighting Plans, and Landscape Plans;
    b. Project Description Letter;
    c. The applicants Highest and Best Use Analysis;
    d. Final Mitigated Negative Declaration (MND);

e. Appendix J of the MND “Response to Comments on the Draft IS-MND”;
f. Appendix K of the MND “Mitigation Monitoring and Reporting Program”;
g. All other Appendices to the Final Mitigated Negative Declaration can be found on the Parkside FV Project webpage located at https://www.fountainvalley.gov/1531/Parkside-FV;
h. Comment Letters Submitted to City Prior to MND Review Period.

2. Planning Commission Resolution No. 26-06 and 26-07.
3. Appeal Application and Letter.
4. A Resolution of the City Council of the City of Fountain Valley denying General Plan Amendment No. 23-01 to change the General Plan Land Use Designation from General Commercial to High Density Residential and denying Zoning Map Amendment No. 436 to change the Zoning Map Designation from C1-Local Business to R4-High Density Multiple Dwelling for the 72-unit Parkside FV development located on a 2.119-acre site at 8550 Warner Avenue.
5. A Resolution of the City Council of the City of Fountain Valley denying the appeal and upholding the Planning Commission’s denial of Precise Plan No. 577 and Conditional Use Permit No. 1929 to construct a 72-unit apartment complex development in a new 76,076 square foot three-story building with 72 units and an 800 square foot one-story clubhouse building and surface parking lot on a 2.119-acre project site located at 8550 Warner Avenue.

Request for Planning Commission Action

TO: Planning Commission **DATE:** March 25, 2026

FROM: Principal Planner, Steven Ayers

SUBJECT: 8550 WARNER AVENUE PROJECT (PARKSIDE FV) – GENERAL PLAN AMENDMENT NO. 23-01, ZONING MAP AMENDMENT NO. 436, PRECISE PLAN 577, CONDITIONAL USE PERMIT NO. 1929, MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM

Location

8550 Warner Avenue

Current Zoning

C1 – Local Business

Current General Plan Designation

General Commercial

Proposal

Robert Franklin has submitted an application, on behalf of the property owner, FV Center, LP ("Owner"), to amend the General Plan Land Use Map designation from General Commercial to High Density Residential, amend the Zoning Map from C1 – Local Business to R4 – High Density Multiple Dwelling, and construct a 72-unit apartment development in a new 76,076 square foot three-story building with an 800 square foot one-story clubhouse building through a Precise Plan and Conditional Use Permit on a 2.119-acre site located at 8550 Warner Avenue ("Project").

The Project includes a request for an Affordable Housing Agreement that would include 10 deed restricted very-low-income units based on 15% of the permitted base density of the Project per the requirements of FVMC 21.17.

The Project also includes the request for a density bonus per State Density Bonus Law Section 65915. While the proposed Project is entitled to a density bonus of up to 50 percent under the California State Density Bonus Law, the proposed Project is requesting 13.2 percent for a total of 72 units (63 base units plus 9 density bonus units). With the requested density bonus, the applicant is requesting three (3) concessions. The proposal also includes acknowledgement of a density bonus from the maximum 30 dwelling units per acre to 34 dwelling units per acre and the reservation of 15 percent of its base units as affordable to very-low-income households.

Code Requirements

The following entitlements that are required by the Fountain Valley Municipal Code (FVMC) to construct the Project:

1. General Plan Amendment (GPA) 23-01 – FVMC 21.34 requires the approval of a GPA for revisions to actions, goals, land use designations, policies or text within the General Plan. The Project includes a revision to the land use designation of the property from General Commercial to High Density Residential for the property located at 8550 Warner Avenue *(Recommendation to the City Council).*

2. Zoning Map Amendment (ZMA) 436 – FVMC 21.34 requires the approval of a ZMA when rezoning property from one zoning district to another. The Project includes a revision to the Fountain Valley Zoning Map from C1-Local Business to R4 – High Density Multiple Dwelling *(Recommendation to the City Council).*

3. Precise Plan (PP) 577 – FVMC 21.44 requires a PP for Structures in the city, except for structures in the R1 zoning district. The Project proposes the construction of a 72-unit apartment development in a new 76,076 square foot three-story building with an 800 square foot one-story clubhouse building on a 2.119-acre Project site *(Action approval by Planning Commission)*.

4. Conditional Use Permit (CUP) 1929 – FVMC 21.08.030 requires a CUP for multi-family dwellings in the R4 – High Density Multiple Dwelling zone. The Project proposes to construct a 72-unit apartment development, which is considered a multi-family dwelling project. FVMC 21.90.020 (13) defines "Multi-family dwellings" as a building or a portion of a building used and/or designed as residences for three or more families living independently of each other. Includes: triplexes, fourplexes (buildings under one ownership with three or four dwelling units, respectively, in the same structure) and apartments (five or more units under one ownership in a single building); townhouse developments (three or more attached single-family dwellings where no unit is located over another unit) and senior citizen multi-family housing *(Action approval by Planning Commission).*

5. Environmental Review – FVMC 21.32.060 requires that after acceptance of a completed application, the project shall be reviewed in compliance the FVMC, CEQA, and the city's environmental review procedures, to determine the level of level of environmental review per CEQA. Per CEQA Guidelines Section 15070, the City of Fountain Valley, through its selected environmental consultant Rincon Consultants, Inc., prepared a Mitigated Negative Declaration for the Project*(Recommendation to the City Council)*.

6. Affordable Housing Agreement – Per FVMC 21.17.040, all new residential developments shall include inclusionary units and the applicant shall execute a written affordable housing agreement with the city to determine project compliance with the requirements of Chapter 21.17 *(Action approval by City Council)*.

Project Location and Housing Background Information

The Project Site, which is located at 8550 Warner Avenue, encompasses approximately 2.119 acres and is located approximately 500 feet east of Newland Street. The existing 18,782 sq ft commercial center, constructed in the mid 1970's, has approximately 14,782 sq ft devoted to general commercial uses and 4,000 sq ft designated as a restaurant pad, which is currently vacant. The Project Site fronts directly onto the south side of Warner Avenue, is east of the existing Warner Avenue Animal Hospital (currently under construction), west of the Southern California Easement (Westmont Park), and directly north of El Rancho Avenue in Tract 4696. The Project Site is currently used as a commercial shopping center.

In October 2022, the City Council adopted Resolution No. 9853 approving the 2021-2029 Housing Element. The Housing Element of the Fountain Valley General Plan identifies and establishes the City's strategy for the maintenance and development of housing to meet the needs of existing and future residents. Within the Housing Element, nine (9) opportunity sites were identified to help reach the City's Regional Housing Needs Assessment (RHNA) allocation of 4,839 units. In November 2023, the City Council certified the City of Fountain Valley General Plan Final Program Environmental Impact Report (State Clearinghouse [SCH]# 2022100563) (General Plan FEIR) and adopted the City of Fountain Valley General Plan (General Plan).

The proposed Project Site is not one of those listed in the Housing Element to meet the RHNA allocation of 4,839 units within the 2021-2029 Planning Period. Rezoning a property for housing that is not listed as an opportunity site or within the sites inventory of a city's approved Housing Element presents significant challenges as there is no "by-right" path to approval, the Zoning and General Plan changes are subject to City Council discretion, and the proposed change disrupts the city's pre-approved plan for meeting Regional Housing Needs Allocation (RHNA) requirements. The existing Housing Element sufficiently plans for the RHNA Allocation of 4,839 units without the Project Site. After 2029, the Project site could be considered as an opportunity site for the next RHNA Cycle. Moreover, in the case of the Proposed Project, removal of a commercial use for a residential use eliminates the site from future commercial tax revenue. The applicant notes that the current site produces little, to no, tax revenue, however a zone change from commercial to residential eliminates all potential for future commercial tax revenue through revitalization of the site. At the time of application, there was interest from commercial developers for the site, however, the property owner is not interested in selling the site or reinvesting to upgrade the center.

Discussion of Project

General Plan Amendment (GPA) and Zoning Map Amendment (ZMA)

The Project includes a revision to the land use designation of the property from General Commercial to High Density Residential for the property located at 8550 Warner Avenue. The Project also includes a revision to the Fountain Valley Zoning Map from C1-Local Business to R4 – High Density Multiple Dwelling. Both the GPA and ZMA would amend the property so that, if the Project is approved, commercial uses could no longer exist on the site and only residential uses could occupy the site. Both of these proposed entitlements are subject to review by the Planning Commission with a recommendation to the City Council for final approval. Whether the Planning Commission recommends approval of the GPA and ZMA or not, these proposed entitlements will be heard by the City Council at a public hearing.

Conditional Use Permit

The Project proposes to construct a 72-unit apartment development, which is considered a multi-family dwelling project. FVMC 21.90.020 (13) defines "Multi-family dwellings" as a building or a portion of a building used and/or designed as residences for three or more families living independently of each other. Includes: triplexes, fourplexes (buildings under one ownership with three or four dwelling units, respectively, in the same structure) and apartments (five or more units under one ownership in a single building); townhouse developments (three or more attached single-family dwellings where no unit is located over another unit) and senior citizen multi-family housing. The Conditional Use Permit would limit the use of the project so a multi-family development.

Precise Plan

As noted above, the Project includes a PP as required by the FVMC since it includes the development of a proposed structure in the city that is not located in the R1 zoning district. The Project includes the demolition of the existing 18,782 sf commercial shopping center, parking lot, and associated landscaping for the construction of a 72-unit apartment development in a new 76,076 square foot three-story building with an 800 square foot one-story clubhouse building, on-site surface parking, and new associated landscaping at 8550 Warner Avenue.

The three-story “U-Shaped” apartment building will front directly onto Warner Avenue with a parking lot located directly behind the structure between proposed apartment building and the single-family residential zone to the south. The architecture of the Project will feature a mix of texture finishes and colors to replicate a contemporary design that include stucco, stacked stone, horizontal siding, metal canopy awnings, and standing seam roofs. Each elevation will feature a maximum of 80% stucco surfaces with the remaining 20% made up of stacked stone and horizontal siding reaching all the way to the roof of the building in many locations (Attachment #1).

The main entrance to the Project will be located directly off Warner Avenue, from a shared access point with the Warner Avenue Animal Hospital, and through a community gate located at the southwest corner of the property. Additionally, an emergency egress point near the northeast corner of the property, through an 18-foot-tall opening in the proposed building, will be provided. Available parking will be provided outside the gated entry along the west side of the Project as well as behind the gated entry. All required parking will be provided on-site with 57 open parking spaces, 24 carports, and 26 garages for a total of 107 on-site parking spaces of which 45 parking spaces are EV charging capable. Additionally, carports along the southern property line will have rooftop solar panels which will supplement common electrical needs.

The project site would be accessible via two access points along Warner Avenue and Newland Street and one additional emergency egress point along Warner Avenue. The main access point is via a shared driveway with the Warner Avenue Animal Hospital from Warner Avenue. A secondary access point is available via an access easement behind the Warner Avenue Animal Hospital to Newland Street. The primary access to Warner Avenue would allow for right in right out movements only. Access through the easement to Newland Street would allow for all turn movements to travel to and from the north, south, and west.

Pedestrian access to the site would be provided via pedestrian facilities located along Warner Avenue directly to the front of the building as well as via a sidewalk to along the western edge of the property. Staircases within the apartment buildings would provide access to the upper floors.

The Project will feature nine (9) studio units, 37 1-bedroom units, and 26 2-bedroom units. Studio units will range from 547 to 565 square feet and will include 66 to 67 square foot balconies. 1-Bedroom units will range from 750 to 755 square feet and will include 85 to 106 square foot balconies. 2-Bedroom units will range from 998 to 1,160 square feet and will include 85 to 130 square foot balconies. All units will provide their own laundry facilities, and each unit will feature 9-foot ceiling heights (Attachment #2).

The proposed apartment building will be 30 ft tall (34 ft tall to the top of the parapet and 39 feet to the roof apex), three (3) stories in height, and will provide nine (9) studio units, 37 one-bedroom units, and 26 two-bedroom units totaling 68,507 square feet with 6,941 square feet of private open space in the form of balconies and patios. A one-story amenity building is also proposed in the center of the apartment complex property which will include a 122 square foot leasing office, a 663 square foot clubhouse, and an adjacent trellis structure with patio area. The architecture of the proposed project incorporates a mix of texture finishes and colors, stacked stone, horizontal siding, and standing seam roofs to reflect contemporary architectural design. Each floor will provide nine-foot ceilings, individual storage space is provided in the patio and balcony area of each unit, and bike lockers will be located throughout the complex. The Project will provide 107 total parking stalls in the form of 96 resident parking spaces and 11 guest parking spaces.

An analysis of how the Project meets the R4 development standards can be found below in 'Table1: Zoning Compliance.' The analysis shows the Project meets all proposed development standards in the R4 zone except for density, 3rd story setbacks, private open space, and parking.

The Project includes three (3) concessions to these code requirements as permitted by State Density Bonus Law (see section below). A concession, or waiver, to the City's parking requirements is not necessary as the Project includes a request for application of the State Density Bonus Law parking ratio [Government Code 65915(p)(1)] and therefore does not require a concession or waiver.

Table 1: Zoning Compliance

Development Feature	Required	Project Site Proposed
Minimum Lot Area	10,000 sf	2.119 acres (92303 sf)
Minimum Lot Width	60 ft	385 ft
Maximum Density	30 units per acre	34 units per acre*
Maximum Number of Dwelling Units per Parcel	1 unit per 1,452 sf	1.13 units per 1,452 sf*
Minimum Front Setback	20 ft.	21'-2"
Minimum Side Setback	5 ft, 10 ft corner lot	44'8" to the West 11'5" to the East
Minimum Rear Setback	25ft or 20% lot depth, whichever is less	27'
Second Story setback	2-story nonresidential or multi-family structures shall be set back 25 ft. from an existing single-family development; 3-story or taller structures shall be set	2nd story – 27' 3rd story – 37'9"*

	back from single-family residential a minimum of 100 ft.	
Height Limit	35 ft / 3 stories	30 ft to roof, 34 ft to parapet, 39 ft to apex of roof
Site Coverage	40%	33%
Minimum Floor Area	Studio – 500 sf 1-Bedroom – 750 sf 2-Bedroom – 950 sf	Studio – 547 sf 1-Bedroom – 750 sf 2-Bedroom – 998 sf
Private Open Space	100 sf per unit with no dimension smaller than 10 ft	Minimum 65 sf/unit with no dimension smaller than 7 ft*
Landscaping	15% of lot area (13,845 sf)	20% (18,701 sf)
Parking	City Code Studio/1-bedroom unit: 1.5 spaces/unit with 1 space per unit in a garage/carport 2-bedroom unit: 2 spaces/unit with 1 space per unit enclosed Guest Parking: 25% of total required spaces Total Required – 151 Density Bonus Law Studio/1-bedroom unit: 1 space 2-bedroom unit: 1.5 spaces Total Required – 85	107

Project Affordable Units, Density Bonus, Concession, and Waivers

Per FVMC 21.17.040, all new residential development projects shall include Inclusionary Units with at least 15% low-income units. As defined by FVMC 21.17.020(t), “Inclusionary Unit shall mean a dwelling unit intended for sale or rent that is required by Section 21.17.040 to be affordable to Extremely Low-, Very Low-, or Low-Income Households.” As such, the Project is proposed to be built with the inclusion of affordable units and is therefore permitted to request a density bonus, consistent with City and State law. The proposed density level of the Project is permitted with a maximum 30 dwelling units per acre, however, the Project would be built to 34 dwelling units per acre with a Density Bonus. The Projects’ reservation of 15 percent of its base units as affordable to very-low-income households earning less than 50 percent of the County median income, which equates to 10 on-site affordable units, would allow for up to a 50 percent density bonus pursuant to State Density Bonus Law consistent with Government Code Sections 65915-65918. This density bonus allows for a 31-unit density bonus, which would result in a maximum of 94 units. While the proposed Project is entitled to a density bonus of up to 50 percent under the California State Density Bonus Law, the Proposed Project is requesting 13.2 percent for a total of 72 units (63 base units plus 9 density bonus units).

Pursuant to State Density Bonus Law, the Project is also entitled to incentives, concessions and waivers or reduction of development standards and reduced parking ratio in accordance with State Density Bonus Law. Pursuant to Section Government Code Section 65915 (d)(2)(C), the Project is entitled to three (3) concessions. Pursuant to Government Code 65915(p), the Project is also entitled to provide parking in accordance with the standards of Density Bonus Law which is one (1) space for studio and 1-bedroom units, 1.5 spaces for 2–3-bedroom units, and 2.5 spaces for 4+ bedroom units.

Concessions, or incentives, as defined under State law, allow a developer to deviate from design standards and/ or development regulations, such as height, setbacks, parking, on-site open space requirements, etc. when such regulations potentially make the project economically

infeasible for the developer to build. Incentives/concessions include a reduction in site development standards or a modification of zoning code requirements or architectural design requirements that result in identifiable and actual cost reductions, to provide for affordable housing costs.

In accordance with State Density Bonus law, the City must grant a concession that would preclude the construction of the Project entitled to the benefits under State Density Bonus Law unless the City finds that the requested concession does not result in identifiable and actual cost reductions to provide for affordable housing costs; would have a specific, adverse impact upon health, safety, or the physical environment which cannot be mitigated; would have an adverse impact on any property listed in the California Register of Historical Resources; or that the waiver would be contrary to State or federal law.

The applicant is requesting concessions from certain development standards under the Fountain Valley Municipal Code ("FVMC") for the Project in accordance with California Density Bonus Law (Gov. Code, §§ 65915, et seq.), in order for the Project to be able to accommodate the residential units, including the affordable housing units, planned for the Project. These reductions and waivers are necessary because, without them, the Project would be physically infeasible to implement and construct due to site constraints and certain City development standards, as described in more detail below. The requested concessions are submitted pursuant to subdivisions (e) and (o)(2) of Government Code section 65915.

The proposed concessions would not result in a direct physical impact on the environment due to a conflict with a regulation adopted for the purpose of avoiding or mitigating an environmental effect or be contrary to State or federal law. Additionally, the Project would not have an adverse impact on a property listed in the California Register of Historical Resources.

The applicant has requested three (3) concessions to the zoning standards for the Project including:

- *Concession #1* – Concession to the City's Zoning Code (Fountain Valley Municipal Code [FVMC] Section 21.08.040) to allow for a 37-foot nine (9)-inch and 73-foot two (2)-inch third story rear setback in lieu of the required 100-foot setback adjacent to single-family residential development.

- *Concession #2* – Concession to the City's Zoning Code (FVMC Section 21.08.040) to allow a reduced balcony size requirement. This concession would reduce the minimum requirement of 100 square feet of private open space per unit with a minimum 10-foot dimension (in width and depth) to a new minimum requirement of 65 square feet of private open space per unit with a minimum seven (7)-foot dimension (in width and depth).

- Concession #3 – Concession to the City's Zoning Code (FVMC 21.08.040) to allow for the increase in number of units per 1,452 square feet. This concession would increase the maximum number of units per 1,452 square feet from one (1) unit per 1,452 square feet to 1.13 units per 1,452 square feet.

Parking

The proposed Project includes a total of 107 parking spaces for residents and guests. Out of the total 107 spaces, there will be 96 resident parking parking spaces and 11 guest parking spaces. Also, out of the total 107 spaces, 26 spaces will be provided in enclosed garages, 24 spaces will be covered under a carport, and 19 spaces will be provided outside of the gated entry along the west side of the Project. All parking spaces will meet the minimum parking dimensions of 9'x19' with a 25-foot backup. The project would include accessible and electric vehicle stalls to meet or exceed local and State regulations.

The Project includes a request for application of the State Density Bonus Law vehicular parking ratio (Government Code Section 65915(p)(1)), although the final number of parking spaces provided are in excess of the State Density Bonus Law parking ratio.

Density Bonus Law prohibits local governments from requiring parking in excess of one (1) space for studio and 1-bedroom units and 1.5 spaces for 2-bedroom units. [Sec. 65915(p)(1)]. No additional parking may be required for guests.

The table below, "Table 2: Overall Parking" details the required parking spaces compared to those provided. State Density Bonus Law requires a minimum of 85 spaces and the applicant is providing 107 spaces (22 spaces more than required by Density Bonus Law).

Table 2: Overall Parking

Unit Type	Number of Units	Required Parking Rate per Unit*	Required Parking*	Provided Parking	Excess/(Deficit)
Studio	9	1 space	9	10	+1
1 Bedroom	37	1 space	37	44	+7
2 Bedroom	26	1.5 spaces	39	42	+3
Guest			0	11	+11
TOTAL	72		85	107	22

*Residential parking rate based on Government Code Section 65915(p)

Landscaping

Landscaping would be provided on the Project Site totaling 18,701 sf (20% of the site area). With exception to pedestrian and vehicular pathways to the Project Site and units, the entire front and east side setbacks will be landscaped, and the rear of the property will provide a minimum 10-foot landscape area. Additional landscaping will be provided along the west side of the proposed building and within the parking lot. Landscaping will be comprised of an assortment of 24" and 36" box trees and shrubbery. Additionally, the Project will provide enhanced concrete paving near the gated entrance.

Highest and Best Use Analysis

The applicant provided a memo and presentation regarding their opinion on the highest and best real estate use for the Project Site (Attachment #3). The memo states that the Site is structurally flawed for continuing retail use with negative characteristics such as the retail building is too small to compete with larger anchored shopping centers, the site is not bordered by major streets, and the site has poor retail accessibility.

The memo later states that the Fountain Valley apartment market is ripe for new construction of market rate and affordable apartments and no new apartments have been built in Fountain Valley since 1986. However, just recently, the city has entitled 1,044 apartments [657 market rate and affordable apartments at the former Boomers Site, 304 market rate apartments and 83 senior affordable apartments at the Euclid/Heil Site (along with 219 for sale units)].

Environmental Review

The California Environmental Quality Act (CEQA) requires analysis of agency approvals of discretionary "projects". A "project," under CEQA, is defined as "the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." The proposed project is considered a project under CEQA. The environmental document prepared for the Project is Mitigated Negative Declaration (Attachment #4) and serves as the environmental review for the 8550 Warner Avenue Project (Parkside FV) pursuant to CEQA, Public Resources Code Sections 21000 et seq., and the State CEQA Guidelines.

On April 15, 2025 the City Council approved a contract with Rincon Consultants, Inc. to prepare an Initial Study/Mitigated Negative Declaration (MND) for the Project. The MND was published for the required 30-day comment period beginning on January 14, 2026 to February 13, 2026.

Nine (9) letters were received regarding the MND during the comment period. One was from the Department of Toxic Substances Control (DTSC) and the others from nearby residents noting concerns over traffic, parking, and noise. Rincon has prepared a Response to Comments Document that addresses each of the comment letters. In summary, all comments were addressed sufficiently in the Response to Comments document and were not deemed significant enough to warrant the preparation of revisions to the MND, as they will not change the analysis or conclusions of the MND.

MND and Mitigation Measures

The MND determined that the Project may have a potential significant effect on the environment that, however, will be mitigated to a level that is less than significant with the Mitigation Measures included in the Mitigation Monitoring and Reporting Program (MMRP). Where the application of these measures does not reduce an impact to below a level of significance, a project-specific mitigation measure is introduced. The mitigation measures are included in the Mitigation Monitoring and Reporting Program (MMRP) for the project to ensure their implementation, and as contained within the Appendix to the MND. These include specific mitigation measures outlined to assure compliance within the following areas of the CEQA review:

- Air Quality

- Biological Resources
- Cultural Resources
- Geology and Soils

Air Quality

The following measures are recommended to reduce construction emissions during project construction:

Mitigation Measure AQ-1 Construction Emissions Reduction

- All mobile off-road equipment (wheeled or tracked) greater than 25 horsepower used during construction activities shall meet the United States Environmental Protection Agency Tier 4 interim standards. Tier 4 certification can be for the original equipment or equipment that is retrofitted to meet the Tier 4 interim standards.
- These requirements shall be incorporated into the contract agreement with the construction contractor. A copy of the equipment's certification or model year specifications shall be available upon request for all equipment on-site.

Biological Resources

As the existing trees on the Site could provide nesting sites for some bird species, the following measure is recommended to mitigate potential impacts to nesting birds on the Site:

Mitigation Measure BIO-1 Nesting Bird Avoidance

- To avoid disturbance of nesting birds, including raptorial species protected by the California Fish and Game Code and Migratory Bird Treaty Act, construction activities related to the project, including, but not limited to, vegetation removal, ground disturbance, and construction and demolition shall occur outside of the bird breeding season (February 1 through August 31). If construction must begin during the breeding season, then a pre-construction nesting bird survey shall be conducted no more than seven (7) days prior to initiation of construction activities. The nesting bird pre-construction survey shall be conducted on foot in the project site, including a 50-foot buffer, and in inaccessible areas (e.g., private lands) the use of binoculars should be used to inspect trees and other suitable nesting areas. The survey shall be conducted by a qualified biologist familiar with the identification of avian species known to occur in Southern California.
- If nests are found, an avoidance buffer shall be determined and demarcated by a qualified biologist with bright orange construction fencing, flagging, construction lathe, or other means to mark the boundary. All construction personnel shall be notified as to the existence of the buffer zone and to avoid entering the buffer zone until the young have fledged or the nest is otherwise no longer active, as determined by the qualified biologist. No parking, storage of materials, or construction activities shall occur within this buffer until the biologist has confirmed that breeding/nesting is completed, and the young have fledged the nest. Encroachment into the buffer shall occur only at the discretion of the qualified biologist.

- A survey report by the qualified biologist documenting and verifying compliance with the mitigation and with applicable State and federal regulations protecting nesting birds shall be submitted to the City. The qualified biologist shall serve as a construction monitor during those periods when construction activities would occur near active nests to ensure that no inadvertent impacts on nesting birds would occur.

Cultural Resources

While there are currently no recorded archaeological sites within the project area, buried resources could potentially be unearthed during project activities. Therefore, the following mitigation measure is recommended to reduce potential cultural resource impacts to less than significant:

Mitigation Measure CUL-1 Unanticipated Discovery of Cultural Resources

- Prior to the start of ground-disturbing activities, the applicant shall retain an archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards (National Park Service 2020)(Qualified Archaeologist) to respond to and address any inadvertent discoveries identified for the duration of construction activities. The Qualified Archaeologist should possess experience and familiarity with historic-period and prehistoric archaeological resources in the region.
- In the event that archaeological resources are unexpectedly encountered during ground-disturbing activities, work within 50 feet of the find shall halt and the Qualified Archaeologist or other designated archaeologist working under the direction of the Qualified Archaeologist shall be contacted immediately to evaluate the resource. If the resource is determined by the qualified archaeologist to be prehistoric, then a Native American representative shall also be contacted to participate in the evaluation of the resource. If the Qualified Archaeologist and/or Native American representative determines it to be appropriate, archaeological testing for CRHR eligibility shall be completed. If the resource proves to be eligible for the CRHR and significant impacts to the resource cannot be avoided via Project redesign, a qualified archaeologist shall prepare a data recovery plan tailored to the physical nature and characteristics of the resource, per the requirements of California Code of Regulations (CCR) Section 15126.4(b)(3)(C). The data recovery plan shall identify data recovery excavation methods, measurable objectives, and data thresholds to reduce any significant impacts to cultural resources related to the resource. Pursuant to the data recovery plan, the qualified archaeologist and Native American representative, as appropriate, shall recover and document the scientifically consequential information that justifies the resource's significance. The City shall review and approve the treatment plan and archaeological testing as appropriate. All resulting documentation, including the appropriate State of California Department of Parks and Recreation 523 series forms, shall be submitted to the City and the regional repository of the California Historical Resources Information System, per CCR Section 15126.4(b)(3)(C).

Geology and Soils

Mitigation Measure GEO-1: The following measures are recommended to reduce the impact of the project directly, or indirectly, destroying a unique paleontological resource or site or unique geologic feature:

Mitigation Measure GEO-1 Unanticipated Fossil Discovery

Paleontological Worker Environmental Awareness Program

- Prior to issuance of grading permit, the applicant shall retain a Qualified Professional Paleontologist meeting the Society of Vertebrate Paleontology (2010) standards to respond to and address any inadvertent discoveries identified for the duration of construction activities. Prior to the start of construction, the Qualified Professional Paleontologist or their designee shall conduct a paleontological Worker Environmental Awareness Program training for construction personnel regarding the appearance of fossils and the procedures for notifying paleontological staff should fossils be discovered by construction personnel. The Worker Environmental Awareness Program shall discuss the potential to discover paleontological resources in the project site, legal obligations to protect paleontological resources, examples of paleontological resources that may be found in the project site, procedures in case a paleontological resource is discovered, and contact information for the Qualified Professional Paleontologist.

Unanticipated Discovery Of Paleontological Resources

- The project applicant shall include a standard inadvertent discovery clause in every construction contract to inform contractors of this requirement. If a potential fossil is discovered during project construction, construction activity within 50 feet of the find shall cease until the discovery is examined by a Qualified Professional Paleontologist. If the find is determined to be significant, the Qualified Professional Paleontologist shall direct all mitigation efforts related to paleontological resources consistent with the Society of Vertebrate Paleontology (2010) standards, which may include, but are not limited to: paleontological monitoring; fossil salvage, preparation, and curation; and reporting to summarize the paleontological mitigation efforts. That report shall include a lists of all fossils recovered and necessary maps and graphics to accurately record their original location(s). The report, when submitted to and accepted by the City, and the curation of all significant fossils in a fossil repository has occurred, shall signify satisfactory completion of the project program to mitigate impacts to any potential nonrenewable paleontological resources (i.e., fossils) that might have been lost or otherwise adversely affected without such a program in place.

Traffic

The proposed Project includes the construction of a 72-unit apartment complex on a site that is currently occupied by an 18,782 sf commercial shopping center. The MND includes a Transportation Screening Assessment (TSA) to determine if a traffic impact analysis with a Level of Service (LOS) or Vehicle Miles Traveled (VMT) analysis is necessary. The project has been assessed to determine if the preparation of a traffic impact analysis with level of service (LOS) analysis and vehicle miles traveled (VMT) analysis is necessary using the City-established criteria as specified in the City of Fountain Valley *Transportation Impact Assessment Guidelines* for Land Use Projects in CEQA and for General Plan Consistency (June 2020) [“City TIA Guidelines”].

As specified in the City TIA Guidelines, the requirement to prepare a transportation impact study (with Level of Service analysis) should be based on the following criteria:

1. When either the AM or PM peak hour project trip generation exceeds 100 vehicle trips.
2. Projects that generate 1,600 or more average daily trips (ADT) on the Arterial Highway System.
3. Projects that generate 51 or more vehicle trips during either the AM or PM peak hour to any intersection.

The TSA determined that the proposed project would generate fewer than 50 peak hour trips and would not warrant the preparation of an LOS analysis. According to the TSA, the proposed project would generate approximately 471 daily trips, including 31 AM peak hour trips, and 37 PM peak hour trips. The TSA also concluded there would be approximately 547 fewer net daily trips, 13 fewer AM peak hour trips, and 86 fewer PM peak hour trips, associated with the proposed project compared to the current land use. Moreover, the proposed project is forecast to generate fewer than 50 peak hour trips to any intersection of two streets designated as Collector or higher on the City's General Plan circulation system. Therefore, the project does not warrant the preparation of a transportation impact study with LOS analysis based on the City-established screening criteria and LOS impacts may be presumed to be negligible.

The Transportation Screening Assessment also provided a VMT screening assessment in accordance with City TIA Guidelines, which were developed based on guidance from the Office of Planning and Research (OPR) *Technical Advisory on Evaluating Transportation Impacts in CEQA* (State of California, December 2018) ["OPR Technical Advisory"].

VMT, signed into law in 2013 through SB 743, has changed the way transportation impacts are identified and analyzed. VMT refers to the total number of miles driven by all vehicles within a specific area and timeframe. It's essentially a measure of the amount of travel by private vehicles like cars, trucks, and motorcycles, regardless of the number of passengers. VMT is used to assess the impact of transportation on the environment, climate, and human health, as well as to evaluate the accessibility of destinations. VMT looks at metrics other than level of service (LOS) for identifying transportation impacts in CEQA documents. VMT is a key metric in transportation planning and policy-making, providing insights into travel demand and behavior.

The City TIA Guidelines identify screening criteria for certain types of projects that typically reduce VMT and may be presumed to result in a less than significant VMT impact. To qualify for VMT screening, the project need only satisfy one of the following screening criteria:

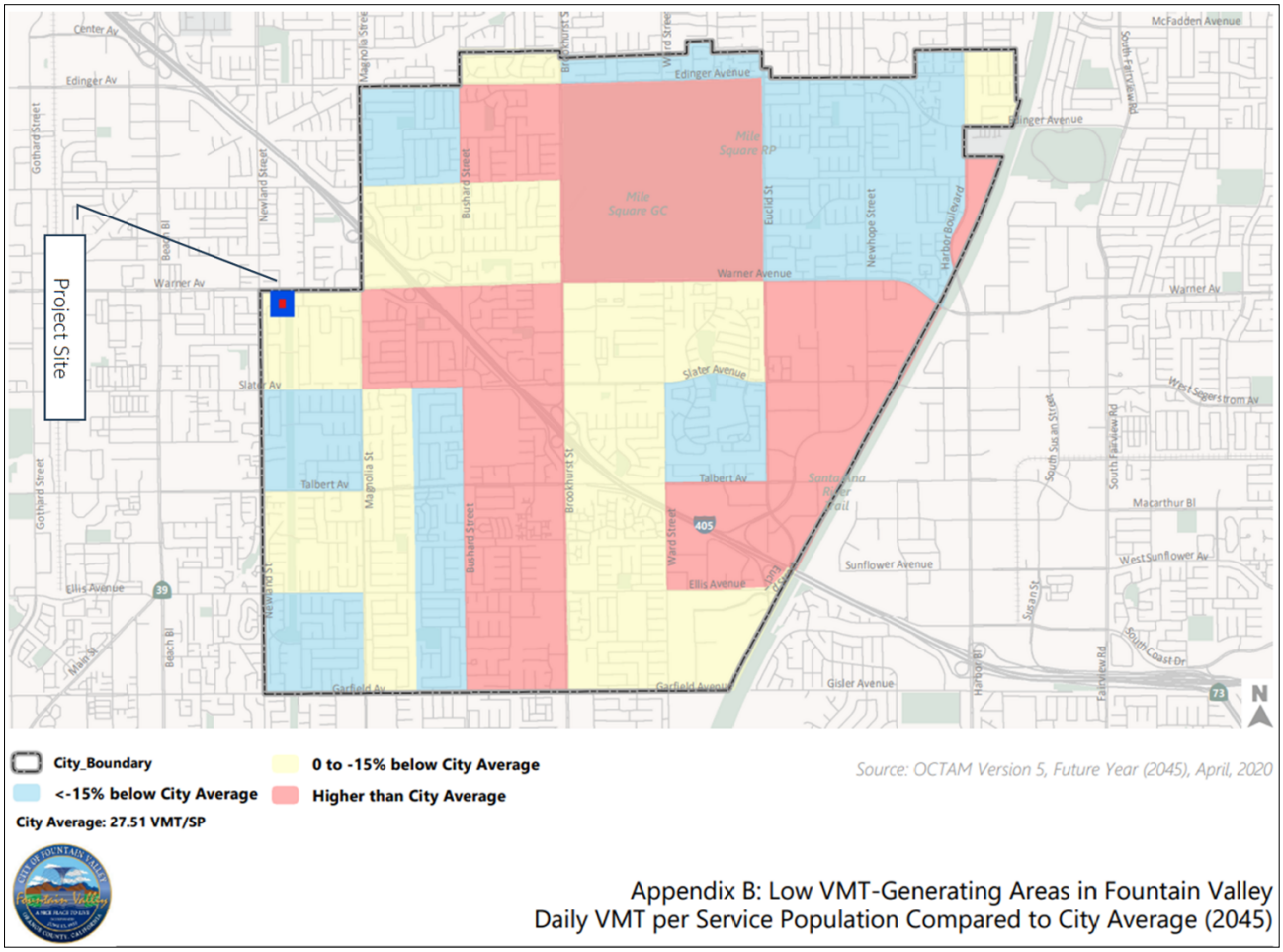
- Projects located within a Transit Priority Area (TPA)
- Projects located within a low VMT area
- Project Type Screening

The VMT Analysis for the Project concluded that the Project would screen out as it is within a low VMT-generating area. As noted in the City Guidelines, "When a residential or office project is located within a low VMT-generating area it may be presumed to have a less than significant impact absent substantial evidence to the contrary. In addition, other employment-related and mixed-use land use projects may qualify for the use of this screening if the project can

reasonably be expected to generate VMT per resident, per worker, or per service population that is similar to the existing land uses in the low VMT area."

City Guidelines include a map, shown below, (Appendix B: Low VMT-Generating Areas map from the City's Transportation Impact Assessment Guidelines) indicating areas of low VMT within the City of Fountain Valley to assist in identifying such areas. The proposed residential land use type for the Project aligns with the existing land uses in the Project's transportation analysis zone (TAZ), and the Project is not expected to alter existing trip lengths or travel patterns within the TAZ. Furthermore, the Project is situated in an area where VMT per service population is 15% below the City's average.

Therefore, in accordance with the City of Fountain Valley's guidelines, the proposed Project is exempt from the preparation of any further VMT analysis and is presumed to have a less than significant CEQA-related transportation impact.



Appendix B: Low VMT-Generating Areas in Fountain Valley
Daily VMT per Service Population Compared to City Average (2045)

The TSA also includes an Active Transportation and Public Transit Analysis. The Analysis notes that the project site is located on the south side of Warner Avenue and Warner Avenue is classified as a Major Arterial (6-lanes divided) on the City of Fountain Valley General Plan Mobility Element. On-street parking is restricted along the project frontage and there are no designated bike facilities currently on Warner Avenue east of Newland Street; however, there is

a Class I bike path to the east of the project site in the existing green belt from Warner Avenue to south of Ellis Avenue. Sidewalks are provided along the project frontage. There is an existing OCTA (Orange County Transit Authority) bus stop with bench/shelter for Route 72 in front of the project site, and the site plan calls for coordination with OCTA to relocate the bus stop approximately 115 feet to the east of its existing location.

Community Outreach and Public Input

Outside of the MND Public Comment period, over the last two years or so, staff has received 14 public comment letters in opposition to the Project. Concerns raised in the letters include concerns over traffic, density, homeless and trash, and privacy concerns. The letters are provided for Planning Commissions consideration under Attachment #5.

Applicant's Public Outreach

The property owner conducted two community meetings to preview and discuss the proposed Project. One in December 2022 and another in November 2024. The 2022 meeting was held at the Project Site with four residents attending. The 2024 meeting was held at Heritage Park with three residents attending. Concerns raised by the residents at these meetings include:

- Traffic impacts to Warner Avenue and Newland Street
- Ingress and egress to the project
- Potential noise impacts from air conditioner units
- Overflow parking into the neighborhoods
- Privacy impacts to El Rancho Avenue households
- Short term construction impacts
- Height of the walls along the eastern and southern property line.

Conclusion

If the General Plan Amendment and Zoning Map Amendment are approved, the proposed project would comply with all development standards of the Zoning Code with the exception of density, 3rd story setbacks, private open space, and parking. The applicant has applied for concessions to these standards which are permitted by Density Bonus Law. Additionally, the applicant has stated that a change to residential is the highest and best use for the site. A change in use for the site from commercial to residential is often considered a permanent change without the possibility of reversal. Additionally, the Project Site is not one of those listed in the Housing Element to meet the RHNA allocation of 4,839 units within the 2021-2029 Planning Period. Rezoning a property for housing that is not listed as an opportunity site or within the sites inventory of a city's approved Housing Element presents significant challenges as there is no "by-right" path to approval, the Zoning and General Plan changes are subject to City Council discretion, and the proposed change disrupts the city's pre-approved plan for meeting Regional Housing Needs Allocation (RHNA) requirements. The existing Housing Element sufficiently plans for the RHNA Allocation of 4,839 units without the Project Site. After 2029, the Project site could be considered as an opportunity site for the next RHNA Cycle. Moreover, in the case of the Proposed Project, removal of a commercial use for a residential use eliminates the site from future commercial tax revenue. The applicant notes that the current site produces little, to no, tax revenue, however a zone change from commercial to residential eliminates all potential for

future commercial tax revenue through revitalization of the site. At the time of application, there was interest from commercial developers for the site, however, the property owner is not interested in selling the site or reinvesting to upgrade the center.

Notice Furnished

The item was published in the Orange County Register and public notices were posted at City Hall, Recreation Center, and Fountain Valley Library. Additionally, per the City's new Public Notification Policy, the item was advertised on the Public Cable Television Authority channel, was posted on the City's website, and notification was sent to all residents and occupants within 1,000 feet of the Project Site.

Alternatives

1. Direct staff to return with Resolutions approving the Mitigated Negative Declaration, recommending the City Council approve General Plan Amendment 23-01 and Zoning Map Amendment 436, and approving Precise Plan 577 and Conditional Use Permit 1929.

2. Direct staff to return with Resolutions denying the Mitigated Negative Declaration, recommending the City Council deny General Plan Amendment 23-01 and Zoning Map Amendment 436, and denying Precise Plan 577 and Conditional Use Permit 1929.

3. Continue this request for additional information.

Recommended Action:

Pleasure of the Planning Commission.

Prepared By:	Steven Ayers, Principal Planner
Approved By:	Omar Dadabhoy, Deputy City Manager/Community Development Director

Attachments:

1. Project Plans that include all Project Information, Plan Information Tables, Site Plans, Floor Plans, Elevation Plans, Tentative Tract Map Plans, Grading and Utility Plans, Lighting Plans, and Landscape Plans
2. Project Description Letter
3. Highest and Best Use Analysis
4. Final Mitigated Negative Declaration, Appendix J "Response to Comments on the Draft IS-MND", and Appendix K "Mitigation Monitoring and Reporting Program." All other Appendices to the Final Mitigated Negative Declaration can be found on the Parkside FV Project webpage located at https://www.fountainvalley.gov/1531/Parkside-FV
5. Comment Letters Submitted to City Prior to MND Review Period

SHEET INDEX

ARCHITECTURE

G0.0	COVER SHEET
G1.1	PROJECT SUMMARY
G1.2	PROJECT RENDERINGS
A1.1	SITE PLAN
A1.1-1	SITE PLAN FACING RECESSES & PROJECTIONS
A1.2	FIRE ACCESS PLAN
A1.3	WASTE MANAGE SITE PLAN
A1.3-1	TRASH ENCLOSURE#1
A1.3-2	TRASH ENCLOSURE#2
A2.1	FIRST FLOOR PLAN
A2.2	SECOND FLOOR PLAN
A2.3	THIRD FLOOR PLAN
A2.4	ROOF PLANS
A3.0	UNIT FLOOR PLANS
A4.0	BUILDING ELEVATIONS
A4.1	BUILDING ELEVATIONS
A4.2	AMENITY ELEVATIONS
A4.3	AMENITY ELEVATIONS
A5.0	BUILDING SECTIONS
A5.1	BUILDING SECTIONS
A5.2	ELEVATION MATERIAL CALCULATION
A6.0	MATERIAL BOARD

LANDSCAPE

L.1	EXISTING LANDSCAPE PLAN
L.2	LANDSCAPE SITE PLAN
L.3	COURTYARD ENLARGEMENT PLAN
L.4	IRRIGATION HYDROZONES PLAN
L.5	TREE PLAN
L.6	SHRUB PLAN
L.7	SHRUB PLAN
L.8	SHRUB PLAN
L.9	SHRUB PLAN
L.10	PLANTING IMAGERY
L.11	WALL & FENCE PLANS
L.12	WALL & FENCE ELEVATIONS

CIVIL

C.1	EXISTING SITE TOPOGRAPHY
C.2	PRELIMINARY GRADING PLAN
C.3	SECTIONS
C.4	PRELIMINARY UTILITY PLAN

LIGHTING

LT 1.1	SITE LIGHTING PHOTOMETRIC
LT 1.2	FIXTURE CUTSHEETS

REVISION LOG

NO.	DESCRIPTION	Date
1	1ST SUBMITTAL	07/20/2023
2	2ND SUBMITTAL	03/05/2024
3	3RD SUBMITTAL	07/03/2024
4	4TH SUBMITTAL	10/18/2024
5	5TH SUBMITTAL	01/06/2025

Project Team

APPLICANT/OWNER:
STELLRECHT CO., FV CENTER LP
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HUNTINGTON BEACH, CA 92649
(714)898-7557
Contact: ROBERT STELLRECHT

CIVIL:
CIVIL ENGINEER
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(714) 848-0566
Contact:DANIEL RUBIO

ARCHITECT:
Architects Orange
144 N. Orange Street
Orange, CA 92866
(714) 639-9860
Contact: SCOTT RUTLEDGE

LANDSCAPE:
LANDSCAPE ARCHITECT
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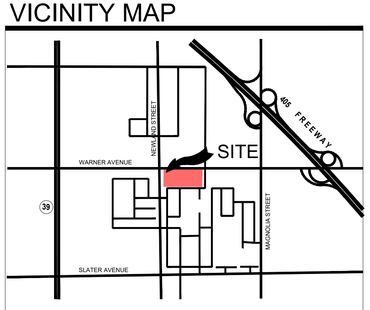
ORANGE, CA 92866
(714) 639-9860
Contact: DIEGO ALESSI

LIGHTING:
KGM ARCHITECTURAL LIGHTING
270 Coral Circle
El Segundo, CA 90245
(310)753-7596
Contact: DAVE McCARROLL

VICINITY MAP



NORTH
N.T.S.

8550 WARNER AVENUE

PARKSIDE - FOUNTAIN VALLEY, CA

COVER SHEET

01.06.2025
JOB NO.: 2021-401

G0.0

THE STELLRECHT COMPANY
15261 TRANSISTOR LANE HUNTINGTON BEACH, CA 92649
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AO ARCHITECTS
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Architecture.
Design.
Relationships.

PROJECT SUMMARY

72 Unit Apartment Complex with 14% Density Bonus
15% Affordable Units (10 units)

SITE AREA	2.119 AC
SITE AREA	92,325 S.F.
PHASE I TOTAL UNITS	72 UNITS
DENSITY	34 DU/AC

BUILDING GROSS SF

FIRST FLOOR	24,276
SECOND FLOOR	25,523
THIRD FLOOR	26,277
Club House	800
TOTAL	**76,876**

UNIT SUMMARY

FLOOR	STUDIO			1 BR			2 BR				Total
	C1	C2	C3	A1	A2	A3	B1	B2	B3	B4	
First Floor	N/A	2	1	8	N/A	N/A	3	2	1	N/A	17
Second Floor	1	1	1	7	6	1	3	2	1	4	27
Third Floor	1	1	1	8	6	1	3	2	1	4	28
Total Units	2	4	3	23	12	2	9	6	3	8	72
Total	9			37			26				
Percentage	12.50%			51.39%			36.11%				100.00%

UNIT SQUARE FOOTAGE SUMMARY

Unit Type	# of units	S.F.	Patio/Balcony	Total S.F.	Average
A1	23	755	98	19,619	853
A2	12	750	106	10,272	856
A3	2	752	85	1,674	837
B1	9	1,140	85	11,025	1,225
B2	6	1,160	130	7,740	1,290
B3	3	1,148	101	3,747	1,249
B4	8	998	100	8,784	1,098
C1	2	547	66	1,226	613
C2	4	565	66	2,524	631
C3	3	565	67	1,896	632
TOTAL	**72**			**68,507**	

PRIVATE OPEN SPACE

Unit Type	# of units	Patio/Balcony	Total S.F.
A1	23	98	2,254
A2	12	106	1,272
A3	2	85	170
B1	9	85	765
B2	6	130	780
B3	3	101	303
B4	8	100	800
C1	2	66	132
C2	4	66	264
C3	3	67	201
TOTAL	**72**		**6,941**

OPEN SPACE SUMMARY

Landscape	S.F.
Total	18,701 S.F.
Percentage Coverage	20%

Hardscape	QTY	AREA S.F.
North Walkways	316	472
West Walkways	2335	3,502
East Walkways	2789	4,183
Total	**5440**	**8,157**

Stairs	S.F.
Total	6,840

UNIT STORAGE SPACE SUMMARY

UNIT TYPE	C1	C2	C3	A1	A2	A3	B1	B2	B3	B4	TOTAL
C.F. PER UNIT	152	152	144	192	160	192	184	216	224	90	
FIRST FLOOR	N/A	304	144	1536	N/A	N/A	552	432	224	N/A	3192
SECOND FLOOR	152	152	144	1344	960	192	552	432	224	360	4512
THIRD FLOOR	152	152	144	1536	960	192	552	432	224	360	4704
TOTAL	**304**	**608**	**432**	**4416**	**1920**	**384**	**1656**	**1296**	**672**	**720**	**12408**

BIKE STORAGE ENCLOSED LOCKERS

BIKE STORAGE	QUANTITY	REQUIRED
PROVIDED	4	0

BUILDING PARKING SUMMARY- RESIDENTIAL

PARKING	FV REQUIRED	DENSITY BONUS REQUIRED
STUDIO/1BR	1.5 SPACE (1 SPACE COVERD)	1 SPACE
2 BR	2 SPACE (1 SPACE COVERD)	1.5 SPACES
GUEST	25% OF TOTAL REQUIRED SPACES	0

UNIT TYPE	QUANTITY	FV REQUIRED	DENSITY BONUS REQUIRED	PROVIDED
STUDIO	9	13.5	9	10
1 BR	37	55.5	37	44
2 BR	26	52	39	42
SUBTOTAL	72	121	85	96
GUEST		30.25	0	11
TOTAL	**72**	**151.25**	**85**	**107**
GARAGE		26	0	26
CARPORT		46	0	24

ACCESSIBLE STALLS

DWELLING STALLS RESIDENTIAL	REQUIRED ACCESSIBLE		PROVIDED ACCESSIBLE
	72 2% 1.44 = 2		4
ACCESSIBLE VAN PARKING	1 PER 6 HC STALLS	4HC + 1 HC VAN STALL	5

PARKING SUMMARY

Parking Garages	SF	QTY	Total SF
3 Garages	766	2	1,532
4 Garages	1,030	1	1,030
5 Garages	1,271	2	2,542
6 Garages	1,518	1	1,518
Total 26 Garages			**6,622**

Provided Parking	QTY	
Open	57	Stalls
Carport	24	Stalls
Garage	26	Stalls
Total	107	Stalls

Parking Ratio 1.5 Stalls/Unit

Parking Area	SF
Open	9,580
Carports	4,040
Garages	6,622
Total	**20,242**

EV Parking Required	QTY	
5% EV (Level 2AC)	6	Stalls
10% EV (Future)	11	Stalls
25% EV (EV Ready Outlets)	28	Stalls
Total	45	Stalls

R4 High Density Residential Development Standards

Development Standard	Requirement R4	Provided
Minimum lot size	Minimum area and width for parcels proposed in new subdivisions	See below
Lot area	10,000 sq. ft.	2.119 Acres = 92,325 sq.ft.
Lot width	60 ft.; 65 ft. for corner lots	384.70 ft. wide
Maximum density	30 Units Per Acre	34 Units Per Acre*
Maximum number of dwelling units per parcel	1Unit Per 1,452 sq.ft. of Site Area*	1.13 unit per 1,452 sq. ft. of site area.
Setbacks required	Minimum setbacks required. See Section 21.18.090 for setback measurement, allowed projections into setbacks, and exceptions to required setbacks	See below
Front	20 ft.	21'-2"
Side (each)	5 ft.; 10 ft. corner lot	West 44'-8" East 11'-5"
Between residential structures	20 ft., plus 5 ft. for second story; 15 ft. between side walls and front or rear of other buildings, plus 2.5 ft. for each additional story. See Section 21.08.050(B)	Distance between Clubhouse/Garage building and main building to be 52'-3"
Second story	2-story nonresidential or multi-family structures shall be set back 25 ft. from an existing single-family development; 3-story or taller structures shall be set back from single-family residential a minimum of 100 ft.	Two story 27'-0" Three story 37'-9" *
Rear	25 ft. or 20% lot depth, whichever is less	27'-0"
Height limit	28 ft./2 story 35 ft./3 story	34' and 39' to apex of roof for rooftop screening purposes/3 story
Site coverage	40%	Coverage 33%: Main Building = 17,990 sq.ft. Club House + Office = 800 sq.ft. Garage = 6,622 sq.ft. Carport= 4,040 sq.ft. Trash Enclosure=530 sq.ft.
Minimum floor area	Studio 500 sq.ft. One Bedroom 750 sq.ft. Two Bedroom 950 sq.ft.	Studio 547-565 sq.ft. One Bedroom 750-755 sq.ft. Two Bedroom 998-1160 sq.ft.
Private open space—Multi-family units	100 sq. ft. per unit with no dimension smaller than 10 ft.	Minimum 65 sq.ft./Unit with no dimension smaller than 7'-0"*
Landscaping	As required by Chapter 21.20 (Landscaping)	SEE G1.1 AND L.1-L.12
Parking	As required by Chapter 21.22 (Parking and Loading)	SEE G1.1 AND A1.1

***72 Unit Apartment Complex with 14% Density Bonus See Consessions and Waivers Table**

PROJECT DESCRIPTION		
A 72 UNIT APARTMENT PROJECT CONSISTING OF 3-STORY TYPE - V RESIDENTIAL BUILDING WRAPPED AROUND A 2 - STORY TYPE - V AMENITY STRUCTURE		
GROSS LAND AREA:	2.119	ACRES
GROSS LAND AREA:	92,325	S.F.
TOTAL UNITS:	72	UNITS
DENSITY:	34	DUAC

CONCESSIONS AND WAIVERS TABLE
72 UNIT APARTMENT COMPLEX WITH A 14% DENSITY BONUS AND 15% AFFORDABLE UNITS (10 UNITS)
TWO (2) CONCESSIONS AND ONE (1) WAIVER FROM EXISTING R4 - HIGH DENSITY RESIDENTIAL DEVELOPMENT STANDARDS BASED ON DENSITY BONUS FOR VERY LOW INCOME HOUSEHOLDS
R4 DEVELOPMENT STANDARDS
1.THIRD STORY 100' REAR SETBACK ADJACENT TO SINGLE FAMILY RESIDENTIAL 2. PATIOS AND BALCONIES MINIMUM 100 SQ FT AND NO DIMENSION SMALLER THAN 10 FEET
REQUESTED CONCESSIONS
1. ALLOW 37'-9" AND 73'-2" THIRD STORY SETBACK IN LIEU OF 100' REAR SETBACK 2. ALLOW 65 SQ FT IN LIEU OF 100 SQ FT FOR PATIOS AND BALCONIES AND NO DIMENSION SMALLER THAN SEVEN (7) FEET
REQUIRED DENSITY
1. 1 UNIT PER 1,452 SQ FT OF SITE AREA (30 UNITS PER ACRE)
REQUESTED WAIVER
1. ALLOW 1.13 UNIT PER 1,452 SQ FT OF SITE AREA (34 UNITS PER ACRE - 14% DENSITY BONUS)

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FOUNTAIN VALLEY, COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:
PARCEL NO.1, AS SHOWN ON A MAP RECORDED IN BOOK 131, PAGE 46 AND 47 OF PARCEL MAPS, ON THE OFFICE OF COUNTY RECORDER OF SAID COUNTY.
EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INSERT IN ALL OIL, GAS, MINERALS AND HYDROCARBON SUBSTANCES LYING BELOW THE DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND, BUT WITHOUT THE RIGHT OF ENTRY UPON ANY PORTION OF THE SURFACE OF THE SAID LAND FOR REMOVING OR MARKETING OF THE SAID SUBSTANCES, AS RESERVED IN THE DEED FROM C.C. BREADING AND WIFE, RECORDED JULY 15, 1955 IN BOOK 3139, PAGE 583, OFFICIAL RECORDS.
FOR CONVEYANCING PURPOSE ONLY: APN 167-361-17

THE STELLRECHT COMPANY
15261 TRANSISTOR LANE HUNTINGTON BEACH, CA 92649
714-898-7557

AO ARCHITECTS
144 NORTH ORANGE ST., ORANGE, CA 92866
(714) 639-9860
Architecture. Design. Relationships.

NORTH / WEST ELEVATION: WARNER AVE.

NORTH /WEST AERIAL VIEW

NORTH / EAST ELEVATION: WARNER AVE.

SOUTH /WEST AERIAL VIEW

8550 WARNER AVENUE

PARKSIDE - FOUNTAIN VALLEY, CA

PROJECT RENDERINGS

DATE : 01.06.2025
JOB NO.: 2021-401

G1.2

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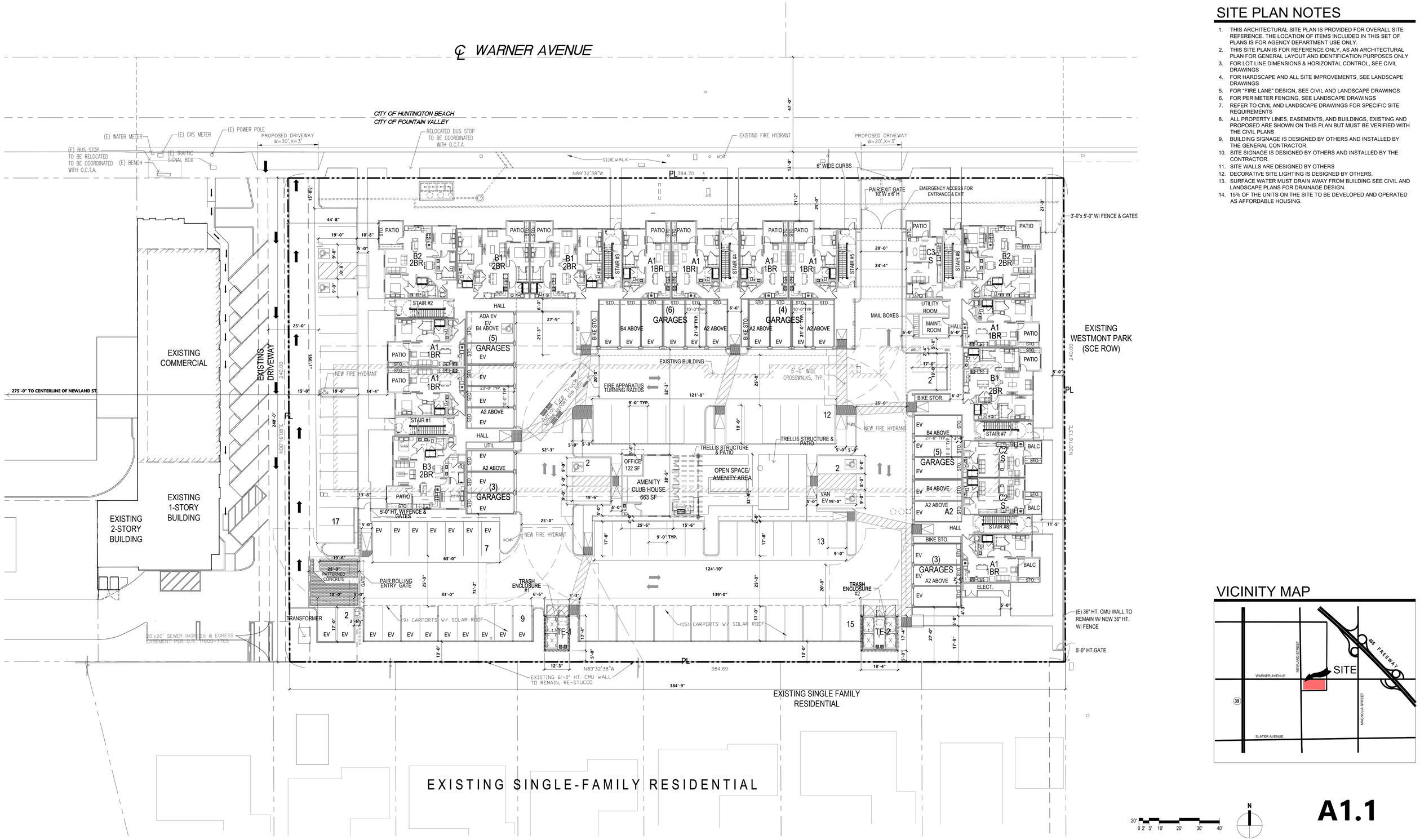

SITE PLAN NOTES

1. THIS ARCHITECTURAL SITE PLAN IS PROVIDED FOR OVERALL SITE REFERENCE. THE LOCATION OF ITEMS INCLUDED IN THIS SET OF PLANS IS FOR AGENCY DEPARTMENT USE ONLY.
2. THIS SITE PLAN IS FOR REFERENCE ONLY, AS AN ARCHITECTURAL PLAN FOR GENERAL LAYOUT AND IDENTIFICATION PURPOSES ONLY
3. FOR LOT LINE DIMENSIONS & HORIZONTAL CONTROL, SEE CIVIL DRAWINGS
4. FOR HARDSCAPE AND ALL SITE IMPROVEMENTS, SEE LANDSCAPE DRAWINGS
5. FOR "FIRE LANE" DESIGN, SEE CIVIL AND LANDSCAPE DRAWINGS
6. FOR PERIMETER FENCING, SEE LANDSCAPE DRAWINGS
7. REFER TO CIVIL AND LANDSCAPE DRAWINGS FOR SPECIFIC SITE REQUIREMENTS
8. ALL PROPERTY LINES, EASEMENTS, AND BUILDINGS, EXISTING AND PROPOSED ARE SHOWN ON THIS PLAN BUT MUST BE VERIFIED WITH THE CIVIL PLANS
9. BUILDING SIGNAGE IS DESIGNED BY OTHERS AND INSTALLED BY THE GENERAL CONTRACTOR.
10. SITE SIGNAGE IS DESIGNED BY OTHERS AND INSTALLED BY THE CONTRACTOR.
11. SITE WALLS ARE DESIGNED BY OTHERS
12. DECORATIVE SITE LIGHTING IS DESIGNED BY OTHERS.
13. SURFACE WATER MUST DRAIN AWAY FROM BUILDING SEE CIVIL AND LANDSCAPE PLANS FOR DRAINAGE DESIGN.
14. 15% OF THE UNITS ON THE SITE TO BE DEVELOPED AND OPERATED AS AFFORDABLE HOUSING.

VICINITY MAP

20' 0 2' 5' 10' 20' 30' 40'

N

A1.1

SITE PLAN

01.06.2025
JOB NO.: 2021-401

8550 WARNER AVENUE

PARKSIDE - FOUNTAIN VALLEY, CA

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Architecture. Design. Relationships.

℄ WARNER AVENUE

CITY OF HUNTINGTON BEACH
CITY OF FOUNTAIN VALLEY

PROPOSED DRIVEWAY W=30',X=3'

PROPOSED DRIVEWAY W=20',X=3'

EXISTING SINGLE-FAMILY RESIDENTIAL

20'x20' SEWER INGRESS & EGRESS EASEMENT PER O.R. 11600-1765

SITE PLAN FACING RECESSES & PROJECTIONS

A1.1-1

8550 WARNER AVENUE

PARKSIDE - FOUNTAIN VALLEY, CA

01.06.2025
JOB NO.: 2021-401

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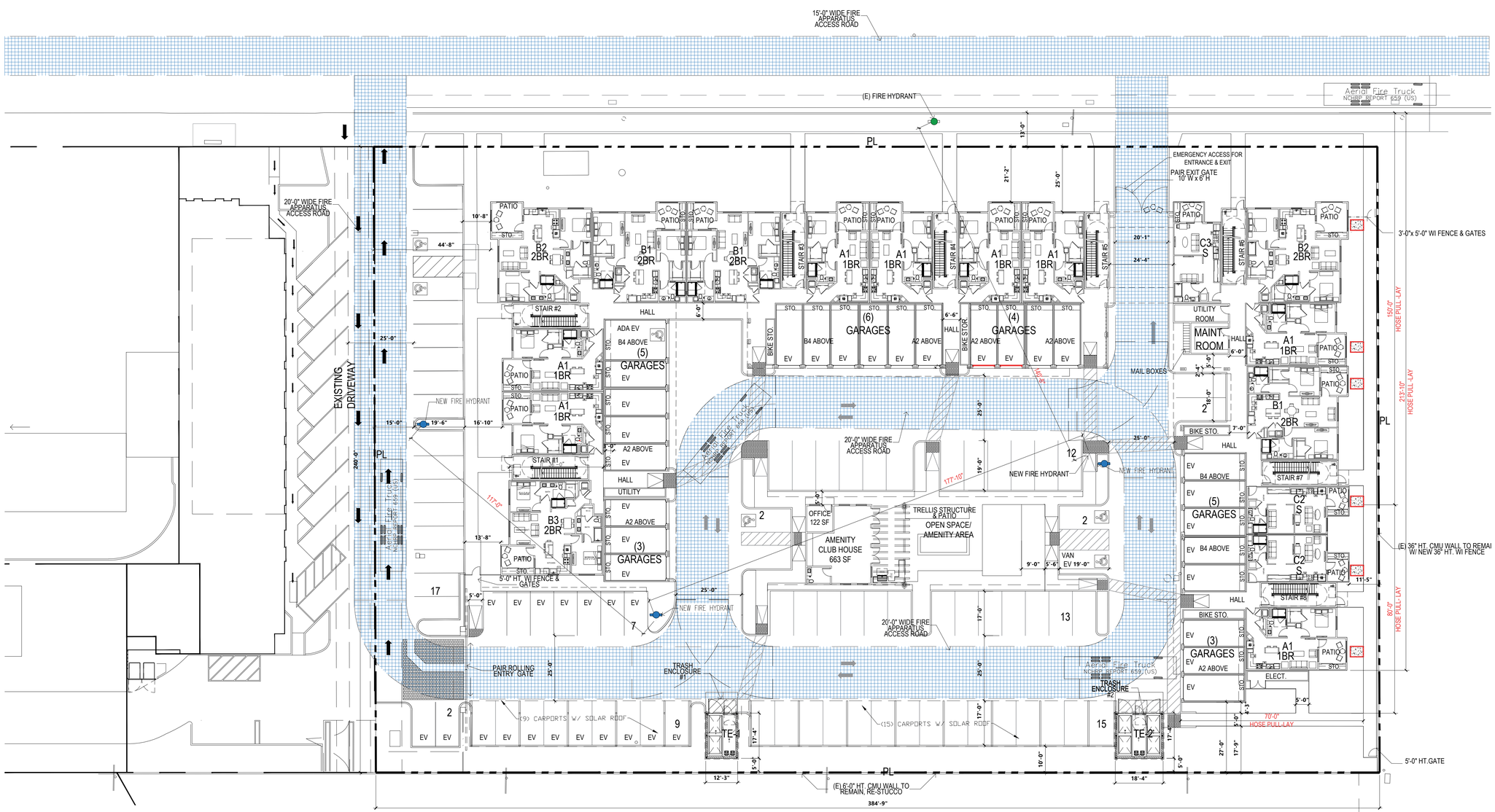

SHEET NOTES

1. FIRE LANE SIGNAGE SHALL BE PROVIDED IN LUIE OF RED-STRIPING AT CURBS, SEE SAMPLE THIS PAGE.
2. A CLASS 1 STANDPIPE SYSTEM SHALL BE PROVIDED IN ALL STAIRWELLS ON ALL LEVELS INCLUDING THE ROOF AS SET FORTH BY BUILDING CODE AND FIRE CODE 905. STANDPIPES LOCATED BETWEEN STAIRWELLS MAY ALSO BE REQUIRED.
3. AN AUTOMATIC FIRE SPRINKLER SYSTEM AND FIRE ALARM AS SET FORTH BY FIRE CODE 903 AND 907.SHALL BE PROVIDED.
4. DWELLING UNITS AND COMMON AREAS SHALL BE PROVIDED WITH VISIBLE ALARM NOTIFICATION APPLIANCES.
5. SMOKE ALARMS SHALL BE PROVIDED IN EACH ROOM FOR SLEEPING PURPOSES AND AT A POINT CENTRALLY LOCATED IN THE CORRIDOR OR AREA GIVING ACCESS TO EACH SEPARATE SLEEPING AREA.
6. CARBON MONOXIDE ALARMS SHALL BE PROVIDED EITHER WITHIN ALL SLEEPING UNITS OR ELSE THE BUILDING SHALL BE PROVIDED WITH A CARBON MONOXIDE ALARM SYSTEM THAT PROTECTS ALL COMMON AREAS.
7. A MINIMUM OF ONE RATED STAIRWELL SHALL EXTEND TO THE ROOF FOR EACH BUILDING.
8. ALL RATED EXIT STAIRWELLS SHALL HAVE KEYED EXTERIOR DOORS ON THE GROUND LEVEL. KNOX BOXES SHALL BE PROVIDED ADJACENT TO ALL EXIT STAIRWELL EXTERIOR DOORS AT APPROVED LOCATIONS. A KNOX BOX SHALL ALSO BE PROVIDED ADJACENT TO THE MAIN ENTRANCE OF ALL BUILDINGS AT AN APPROVED LOCATION.
9. AN APPROVED NUMBER OR ADDRESS SHALL BE PROVIDED ON ALL NEW BUILDINGS IN SUCH A POSITION AS TO BE PLAINLY VISIBLE AND LEGIBLE FROM THE STREET OR ROAD FRONTING THE PROPERTY. NUMBERS SHALL BE A MINIMUM OF 6-INCH HIGH BY 1/2-INCH STROKE AND BE A CONTRASTING BACKGROUND.
10. PORTABLE FIRE EXTINGUISHERS SHALL BE INSTALLED PER CFC.
11. A MINIMUM OF ONE STANDPIPE SYSTEM FOR USE DURING CONSTRUCTION SHALL BE PROVIDED. SUCH STANDPIPE SHALL BE INSTALLED WHEN THE PROGRESS OF CONSTRUCTION IS NOT MORE THAN 40 FEET IN HEIGHT ABOVE THE LOWEST LEVEL OF FIRE DEPARTMENT ACCESS.

LEGEND

- FIRE ACCESS LANE (28' WIDE)
- EXISTING STREET FIRE HYDRANT REFER TO CIVIL
- BCDV TO CIVIL
- NEW HYDRANT
- LADDER PAD 4'-0"x5'-0" AND 6" DEEP

NOTE: 1.0 PROVIDE KNOX BOXES AT ALL GATES AND PASSAGEWAYS WITH A GRAND MASTER KEY

N

A1.2

FIRE ACCESS PLAN

01.06.2025
JOB NO.: 2021-401

8550 WARNER AVENUE

PARKSIDE - FOUNTAIN VALLEY, CA

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SHEET NOTES

TRASH ROUTE / STAGING PLAN.

1. RESIDENTS SHALL MANUALLY TRANSPORT TRASH TO ENCLOSURES HAULER TO PULL CONTAINERS OUT OF STAGING AREA FOR COLLECTION AND PUSH BACK AFTER EMPTYING
2. HAULER TO PULL CONTAINERS OUT OF STAGING AREA FOR COLLECTION AND PUSH BACK AFTER EMPTYING.
3. NOTE THAT TOTER CARTS WILL BE SERVICED BY SIDE-LOAD COLLECTION VEHICLE AND CONTAINERS WILL BE SERVICED BY FRONT-LOAD COLLECTION VEHICLE.
4. RECYCLING, WASTE, AND COMPOST TO BE STAGED AND COLLECTED ON SEPARATE DAYS.

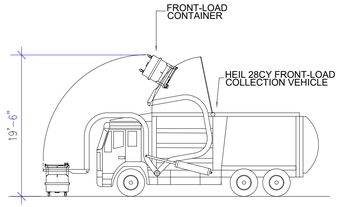
GENERAL NOTES

1. ANY DESIGNS OR SOLUTIONS SHOWN IN DRAWING, EITHER DIRECT OR IMPLIED, ARE HEREBY CLARIFIED AS EXAMPLES AND SHALL NOT BE CONSIDERED COMPLETE DESIGNS FOR CONSTRUCTION. THESE DRAWINGS ARE INTENDED TO SUPPLEMENT THE SUBMITTAL PACKAGE FROM ARCHITECT.
2. ANY PARTIAL INFORMATION, OMISSIONS, OR INACCURATE DESCRIPTIONS OF WORK SHOWN IN DRAWINGS, WHICH ARE NECESSARY TO PERFORM THE SCOPE OF WORK, SHALL NOT RELIEVE THE CONTRACTOR FROM COMPLETION OF WORK. ALL WORK SHALL BE PERFORMED TO SATISFY THE MINIMUM REQUIREMENTS OF THE CURRENT APPLICABLE BUILDING CODES.
3. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND CONDITIONS PRIOR TO START OF CONSTRUCTION. THE ARCHITECT SHALL BE PROMPTLY NOTIFIED OF ANY INCONSISTENCIES AND/OR DISCREPANCIES.

LEGEND

RESIDENT PATH OF TRAVEL FROM RESIDENCE TO TRASH ENCLOSURE

COLLECTION VEHICLE PATH OF TRAVEL FROM ENTRY, THRU PROPERTY AND TO AND FROM TRASH ENCLOSURE AREAS



FRONT-LOAD COLLECTION VEHICLE SHOWN LOADING CONTAINERS (NTS)

EXISTING SINGLE-FAMILY RESIDENTIAL

8550 WARNER AVENUE

PARKSIDE - FOUNTAIN VALLEY, CA

WASTE MANAGE PLAN

01.06.2025
JOB NO.: 2021-401

A1.3

THE STELLRECHT COMPANY
15261 TRANSISTOR LANE HUNTINGTON BEACH, CA 92649
714-898-7557

AO ARCHITECTS
144 NORTH ORANGE ST., ORANGE, CA 92866
(714) 639-9860

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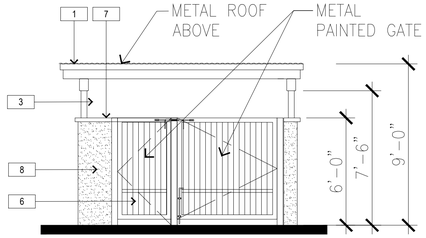
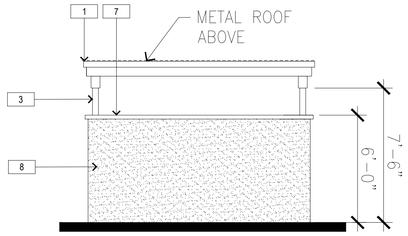


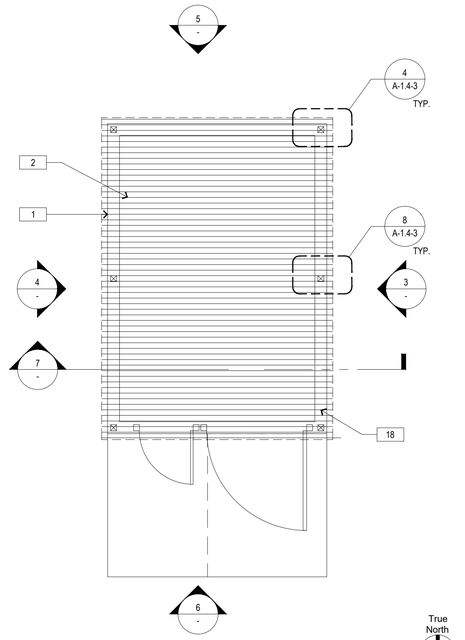
TRASH SOUTH ELEVATION

1/4" = 1'-0" | 6



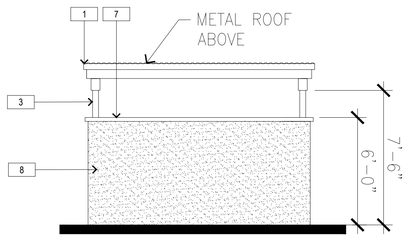
TRASH NORTH ELEVATION

1/4" = 1'-0" | 5



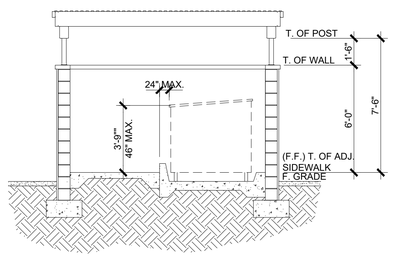
TRASH ENCLOSURE ROOF

1/4" = 1'-0" | 2



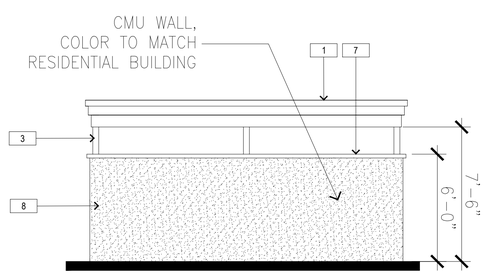
TRASH ENCLOSURE WEST ELEVATION

1/4" = 1'-0" | 4



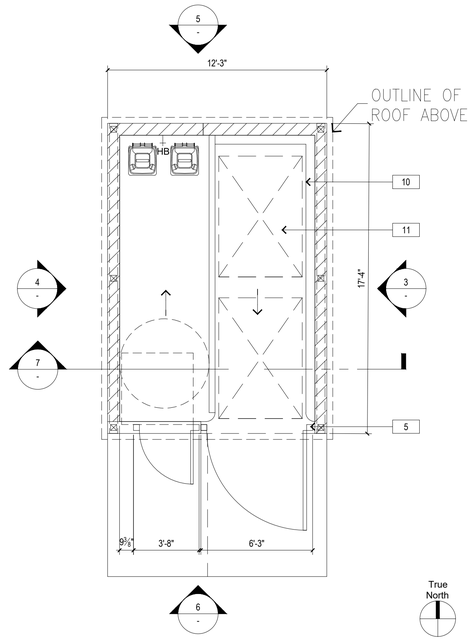
TRASH ENCLOSURE SECTION

1/4" = 1'-0" | 7



TRASH ENCLOSURE EAST ELEVATION

1/4" = 1'-0" | 3



ENLARGED TRASH ENCLOSURE #1

1/4" = 1'-0" | 1

GENERAL NOTES

1. EXTERIOR STUCCO SHALL MATCH MAIN BUILDING COLOR UNLESS NOTICED OTHERWISE.
2. CORRUGATE METAL DECK ROOF SHALL BE PAINTED AT ROOF AND UNDERSIDE CEILING; COLOR TO BE SELECTED BY THE ARCHITECT.
3. ALL EXPOSED STEEL BASE PLATES, COLUMNS, BEAM, GATES, CANES, LOCKS AND HINGES SHALL BE PAINTED; COLOR TO BE SELECTED BY THE ARCHITECT.
4. CONCRETE SLAB, CURBS AND APRON SHALL MEET CITY STANDARD AND TRASH COMPANY REQUIREMENT.
5. PRECAST CONCRETE CAP SHALL BE INTEGRAL COLOR DAVIDS' COLOR AND SMOOTH GRADE.
6. G.C. TO PROVIDE BOLLARDS AS REQUIRED TO PREVENT STRUCTURAL DAMAGE.

KEYNOTES

1	12" C-CHANNELS ALL AROUND TRASH ENCLOSURE FASCIA
2	1 1/2" GALVANIZED CORRUGATED METAL DECK ROOF SLOPE 1/8" PER FT.
3	HSS WIDE FLANGE COLUMNS SEE STRUCTURAL
4	HSS WIDE FLANGE BEAMS, SEE STRUCTURAL
5	4X4 HSS POSTS AT GATE JAMB TYPICAL, SEE STRUCTURAL
6	3X3 HSS GATE FRAMES AND CORRUGATE PANEL INFILLED STL. FRAMES
7	2" PRECAST CONCRETE CAP
8	7/8" SKIM COAT STUCCO OVER PRECISION BLOCK 8X8X16, PAINT TO MATCH BLDG. COLOR
9	8X8X16 PRECISION BLOCK
10	6" CONCRETE CURB
11	CONRETE SLAB OVER COMPACTED BASE PER SOIL REPORT, SEE STRUCT. DWG.
12	BOLT CANES, SEE DETAIL 16/- AND 17/-
13	LOCK AS REQUIRED PER CITY ZONING ORDINANCE
14	BASE PLATES, SEE STRUCTURAL
15	DRILL 8" DEPTH FOR CANE SLEEVE, SEE DETAIL 17/-
16	8" DIA X 4FT HEIGHT CONCRETE BOLLARD WITH TRAFFIC IMPACT DESIGN, SEE STRUCT. DWG
17	CONCRETE APRON PER CITY STANDARD REQUIREMENT, SEE SITE PLAN FOR MORE INFORMATION
18	SOLAR PANELS TO BE MOUNTED TO METAL DECK ROOF
19	PER FVMC 21.18.100 (4) (D), THE PROPOSED TRASH ENCLOSURE AREAS SHALL BE WELL LIT WITH A MINIMUM OF ONE (1) FOOTCANDLE. IIGHTING WILL BE PROVIDED PER THIS CODE REQUIREMENT.

A1.3-1

8550 WARNER AVENUE

PARKSIDE - FOUNTAIN VALLEY, CA

01.06.2025
JOB NO.: 2021-401

THE STELLRECHT COMPANY
15261 TRANSISTOR LANE HUNTINGTON BEACH, CA 92649
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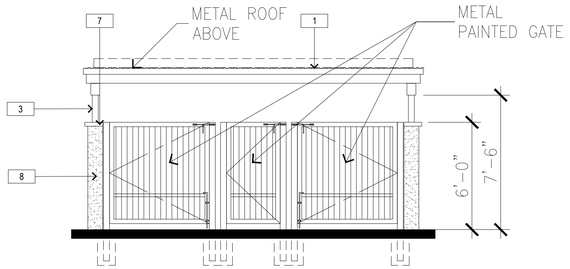
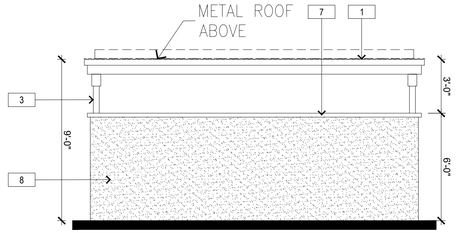


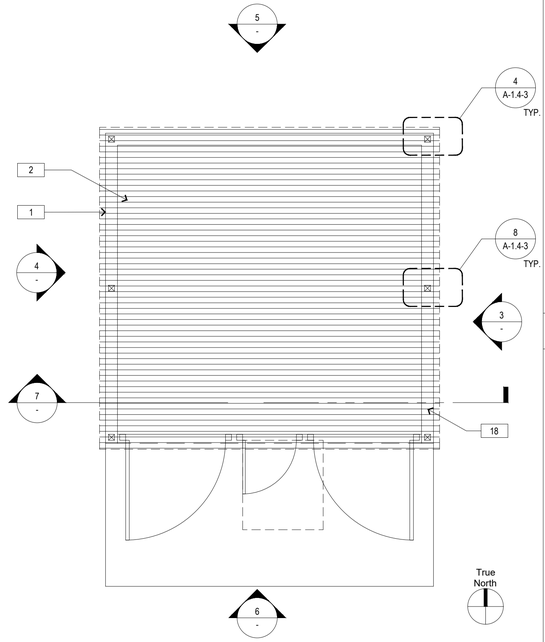
TRASH SOUTH ELEVATION

1/4" = 1'-0" | 6



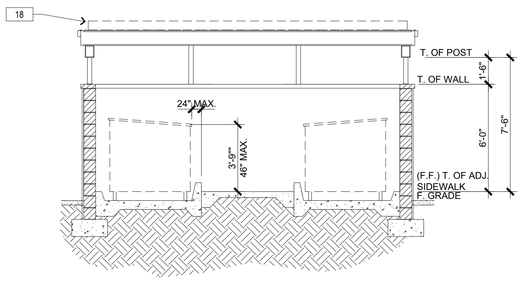
TRASH NORTH ELEVATION

1/4" = 1'-0" | 5



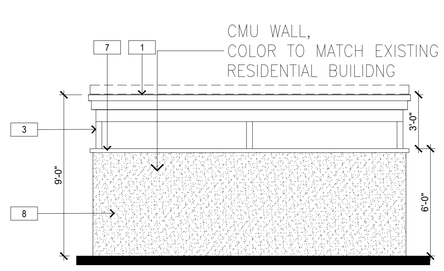
TRASH ENCLOSURE ROOF

1/4" = 1'-0" | 2



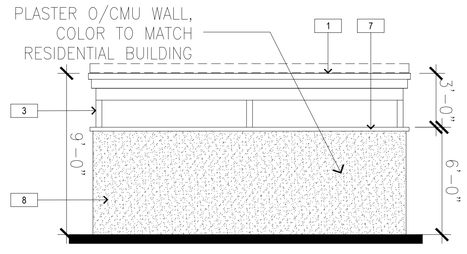
TRASH ENCLOSURE SECTION

1/4" = 1'-0" | 7



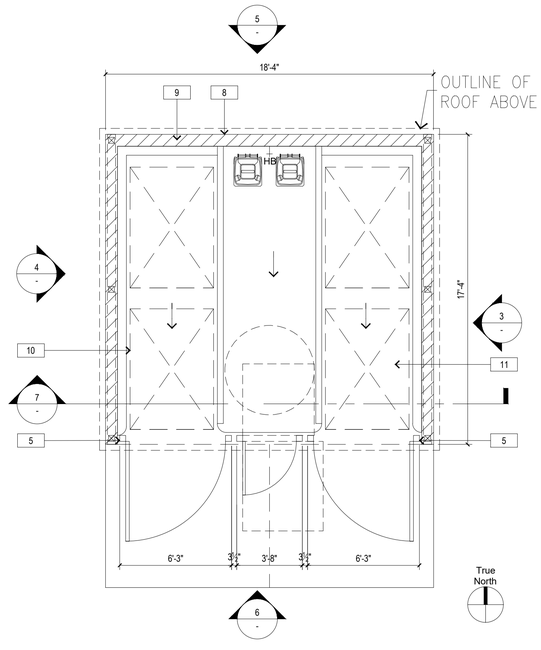
TRASH ENCLOSURE WEST ELEVATION

1/4" = 1'-0" | 4



TRASH ENCLOSURE EAST ELEVATION

1/4" = 1'-0" | 3



ENLARGED TRASH ENCLOSURE #2

1/4" = 1'-0" | 1

GENERAL NOTES

1. EXTERIOR STUCCO SHALL MATCH MAIN BUILDING COLOR UNLESS NOTICED OTHERWISE.
2. CORRUGATE METAL DECK ROOF SHALL BE PAINTED AT ROOF AND UNDERSIDE CEILING; COLOR TO BE SELECTED BY THE ARCHITECT.
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5. PRECAST CONCRETE CAP SHALL BE INTEGRAL COLOR DAVIDS' COLOR AND SMOOTH GRADE.
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KEYNOTES

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10	6" CONCRETE CURB
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12	BOLT CANES, SEE DETAIL 16/- AND 17/-
13	LOCK AS REQUIRED PER CITY ZONING ORDINANCE
14	BASE PLATES, SEE STRUCTURAL
15	DRILL 8" DEPTH FOR CANE SLEEVE, SEE DETAIL 17/-
16	8" DIA X 4FT HEIGHT CONCRETE BOLLARD WITH TRAFFIC IMPACT DESIGN, SEE STRUCT. DWG
17	CONCRETE APRON PER CITY STANDARD REQUIREMENT, SEE SITE PLAN FOR MORE INFORMATION
18	SOLAR PANELS TO BE MOUNTED TO METAL DECK ROOF
19	PER FVMC 21.18.100 (4) (D), THE PROPOSED TRASH ENCLOSURE AREAS SHALL BE WELL LIT WITH A MINIMUM OF ONE (1) FOOTCANDLE. IIGHTING WILL BE PROVIDED PER THIS CODE REQUIREMENT.

A1.3-2

8550 WARNER AVENUE

PARKSIDE - FOUNTAIN VALLEY, CA

01.06.2025
JOB NO.: 2021-401

THE STELLRECHT COMPANY
15261 TRANSISTOR LANE HUNTINGTON BEACH, CA 92649
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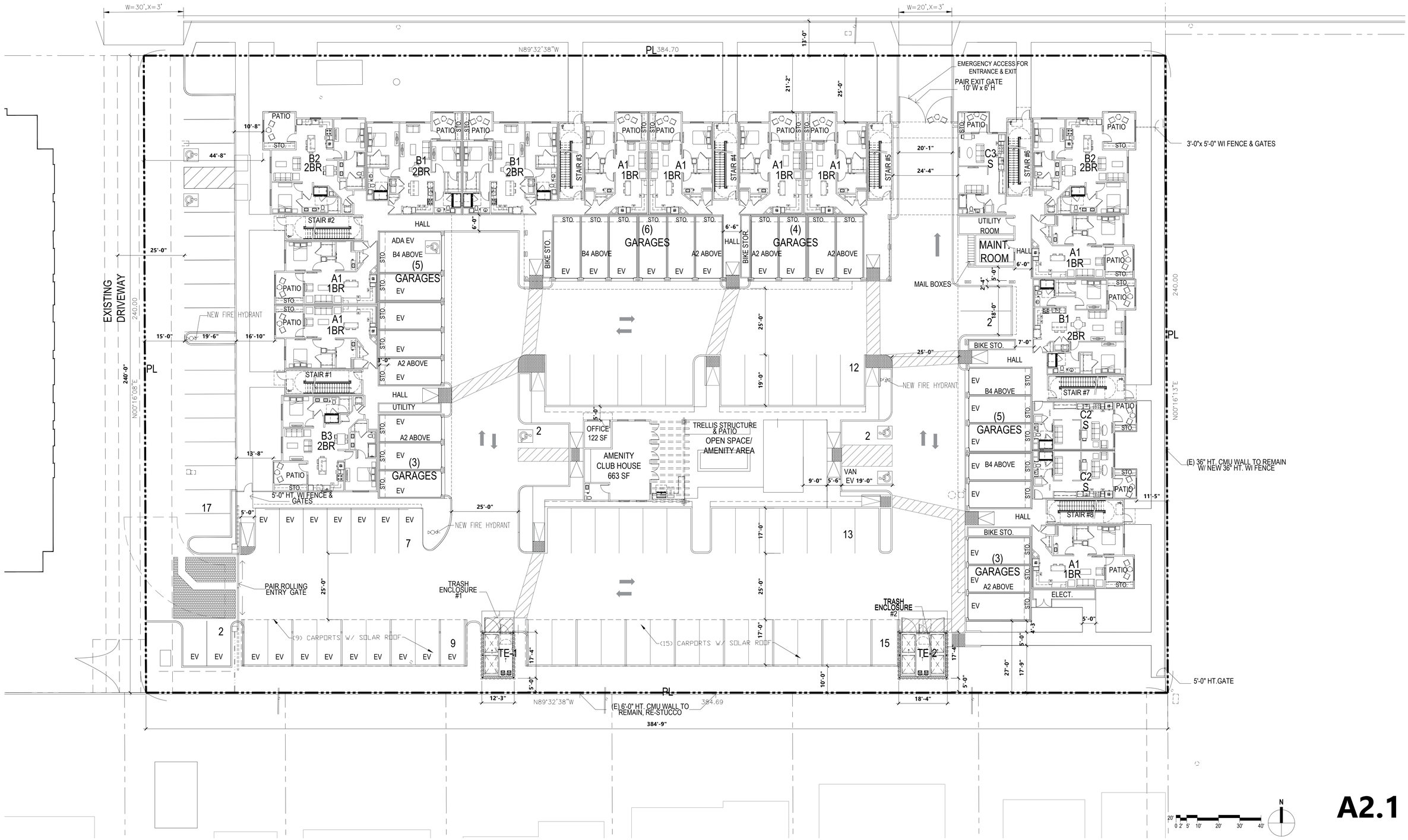

8550 WARNER AVENUE

PARKSIDE - FOUNTAIN VALLEY, CA

FIRST FLOOR PLAN

01.06.2025
JOB NO.: 2021-401

A2.1

THE STELLRECHT COMPANY
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PARKSIDE - FOUNTAIN VALLEY, CA

SECOND. FLOOR PLAN

01.06.2025
JOB NO.: 2021-401

A2.2

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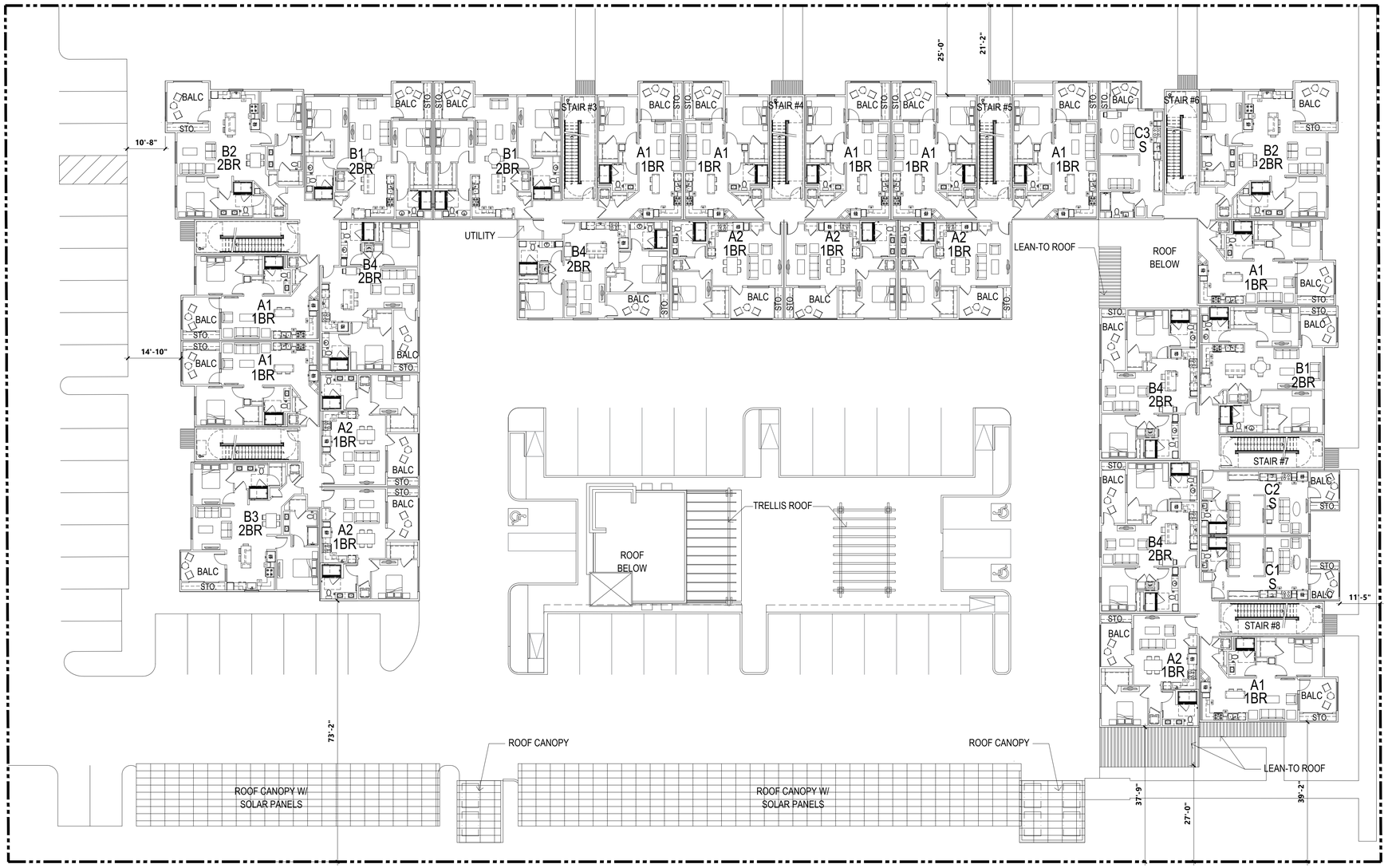

8550 WARNER AVENUE

PARKSIDE - FOUNTAIN VALLEY, CA

THIRD FLOOR PLAN

01.06.2025
JOB NO.: 2021-401

A2.3

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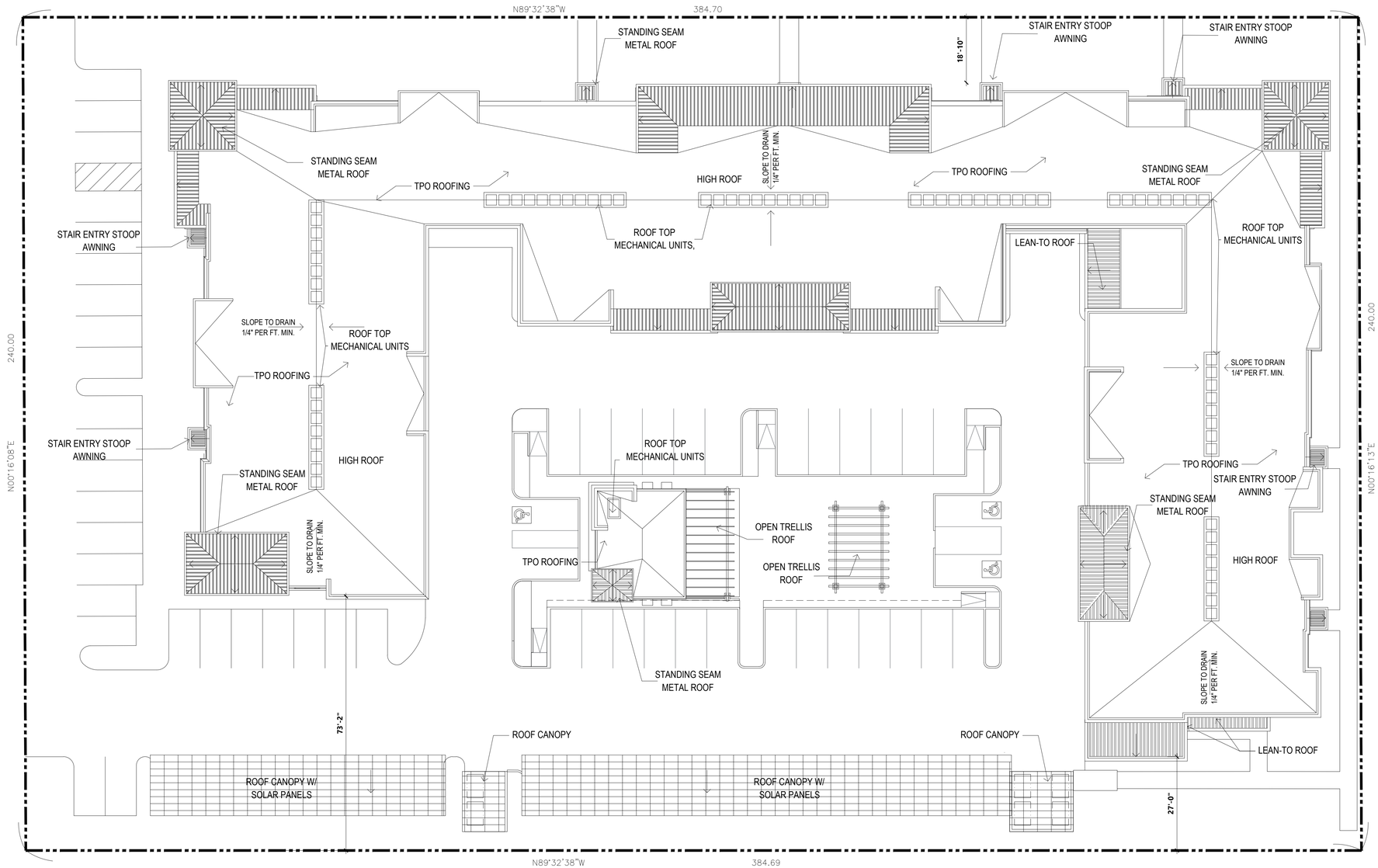
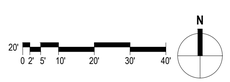


GENERAL NOTES

1. ALL MANUFACTURED PRODUCTS AND ROOF SYSTEMS TO BE INSTALLED PER MANUF. INSTALLATION REQUIREMENTS AND PRODUCT LISTINGS.
2. ALL ELEVATIONS INDICATED ON THE ROOF PLAN ARE TAKEN FROM THE TOP OF ROOF SHEATHING OF THE DWELLING UNIT IMMEDIATELY BELOW UNLESS OTHERWISE NOTED.
3. REFER TO BUILDING ELEVATIONS OR SECTIONS FOR ROOF TO WALL INTERSECTION FLASHING DETAILS.
4. NO ROOF PENETRATIONS SUCH AS: ATTIC VENTS, PLUMBING VENT PIPES, CHIMNEY, HVAC LINE SETS, MECHANICAL CURBS, SOLAR PANELS RACK SUPPORTS, ETC. ARE TO BE LOCATED WITHIN 1'-6" FROM ROOF SWALES OR VALLEYS.
5. LOCATION OF ROOF VENTS ARE APPROXIMATE. FIELD CONDITIONS MAY REQUIRE RELOCATION.
6. INSTALL ROOFING MATERIALS OVER 1/4" DENSDECK PER MANF'S PRINTED INSTALLATION INSTRUCTIONS.
7. DRAFTSTOPS SHALL BE CONTINUOUS TO UNDER SIDE OF ROOF SHEATHING INCLUDING BUILD-UP CRICKETS, AND TO FACE OF EXTERIOR WALL.
8. ROOFER TO PRIME AND PAINT ALL NON-ARCHITECTURAL ROOF PENETRATIONS, SUCH AS: ROOF VENTS, PLUMBING VENTS, MECHANICAL VENTS, ETC. TO MATCH ADJACENT ROOFING, (U.N.O.)
9. IF REQUIRED, CONTRACTOR IS RESPONSIBLE FOR PROVIDING BIRD WIRE ON BUILDINGS ADJACENT TO POOL.
10. ATTIC VENTS LOCATED IN WALLS RECEIVING EXTERIOR PLASTER, OR MANUFACTURED SIDING ARE TO BE INSTALLED WITH S.A.B.F IN CONFORMANCE WITH WINDOW OPENING FLEXIBLE SUB-FLASHING DETAIL.
11. ATTIC VENTILATION TO BE PROVIDED AT ALL FLAT, PITCHED AND CATHEDRAL FRAMED ROOF, PER CBC CHAPTER 12 ATTIC VENTILATION RATIO WILL BE:
    a. SQUARE FOOT OF ATTIC AREA
    b. 1/300 OF ROOF AREA WHEN 50% OF REQUIRED VENTS OCCUR AT EAVE OR CORNICE ELEVATIONS AND REMAINING VENTS OCCUR 3'-0" OR GREATER ABOVE EAVE OR CORNICE ELEVATION.
    c. CROSS VENTILATION IS REQUIRED AT ALL ROOF AREAS. AT ROOF WHERE ONLY ONE (1) VENT IS REQUIRED, TWO (2) VENTS WILL OCCUR TO MEET CROSS VENTILATION REQUIREMENTS.
    d. THE REQUIRED FREE FLOW AREA IN THE LOWER PORTION OF THE ATTIC SHALL BE PROVIDED BY A DORMER VENT LOCATED A MAXIMUM OF 6'-0" FROM EAVE IN ORDER FOR THEM TO COMPLY WITH THE REQUIREMENT THAT THEY BE LESS THAN 3'-0" VERTICAL ABOVE THE EAVE.
12. IN CONFORMANCE WITH C.B.C SECTION 1203.2.1 ALL ATTIC VENTS TO BE COVERED WITH: 1/4" GRID CORROSION RESISTANT WIRE MESH.
13. WHERE MANUFACTURED FLASHING SYSTEMS ARE INDICATED, PROVIDE INSIDE AND OUTSIDE CORNER PIECES, SPLICE PIECES, STOPS, ETC. FROM THE FLASHING MANUFACTURER WHEN INDICATED TO BE PART OF SYSTEM FOR A COMPLETE WARRANTY SYSTEM.
14. PROVIDE SPUN CAP FLASHING AT ALL VENT STACKS UNLESS OTHERWISE NOTED.
15. ROOF MEMBRANE TO EXTEND UP ATTIC VENTS, VENT PIPES, CURBS, WALLS, PLATFORMS, ETC., A MINIMUM 8", UNLESS PHYSICALLY ATTACHED TO A MANUFACTURED PRODUCT IN CONFORMANCE WITH THE ROOF MEMBRANE.
16. PER THE N.F.P.A., SPRINKLER INSTALLATION HANDBOOK, VOID SPACES WHERE SPRINKLERS ARE REQUIRED MAY BE PACKED WITH GLASS FIBER INSULATION IN LIEU OF PROVIDING SPRINKLERS. WHERE INSULATION IS INSTALLED, PROVIDE A 1" CLEARANCE FROM UNDERSIDE OR ROOF SHEATHING WITH CONNECTIVITY TO ATTIC VENTS FOR ATTIC VENTILATION PER 120.
17. CONCEALED ROOF/ATTIC VOID SPACES WITH HEAD CLEARANCE GREATER THAN 30" BETWEEN BOTTOM OF RAFTERS AND TOP OF CEILING JOISTS,
    OR BETWEEN TOP AND BOTTOM EDGES OF TRUSS CHORDS TO BE PROVIDED WITH MIN. 20" x 30" CLEAR ATTIC ACCESS PER C.B.C. SECTION 1209.2.
    WHERE ATTIC ACCESS OCCURS IN FIRE RATED ASSEMBLY, PROVIDE RATED, SELF-CLOSING ACCESS EQUIVALENT TO ASSEMBLY RATING.
18. CALIFORNIA FRAMED ROOF, CRICKETS AND BRACED WALL AREAS WHERE THE SUB ROOF SHEATHING ISOLATES THE VOID SPACE FROM THE VENTILATED ATTIC SPACE TO BE PROVIDED WITH MINIMUM 2" SQ. HOLES THROUGH SUB ROOF SHEATHING PER VOID SPACE AND MINIMUM (1) HOLE AT 10'-0" O.C. AT LARGE SPACES. SEE DIAGRAM BELOW.
19. CRICKET SWALES LINES TO BE CONSTRUCTED AT MIN. 33.69 DEGREE ANGLES (UNLESS NOTED OTHERWISE). SEE DIAGRAM BELOW.
20. THE PARAPET HEIGHTS MAY BE INCREASED TO SUFFICIENTLY SCREEN ROOFTOP EQUIPMENT PER FVMC 21.18.050
21. ALL ROOF DRAINS TO BE DIRECTED TO THE DRYWELL.
22. NO MECHANICAL ENGINEER IS INVOLVED IN PROJECT AT THIS TIME. **AO** IS ESTIMATING FUTURE PROPOSED MECHANICAL UNIT HEIGHTS



A2.4

8550 WARNER AVENUE

PARKSIDE - FOUNTAIN VALLEY, CA

ROOF PLAN

01.06.2025
JOB NO.: 2021-401

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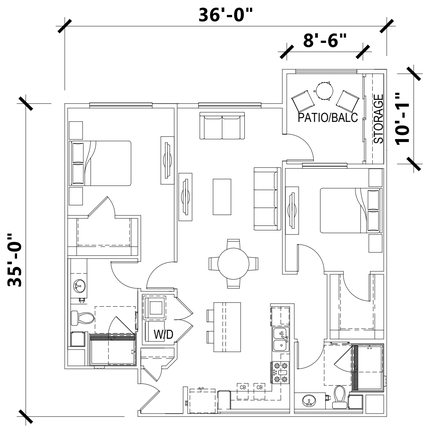
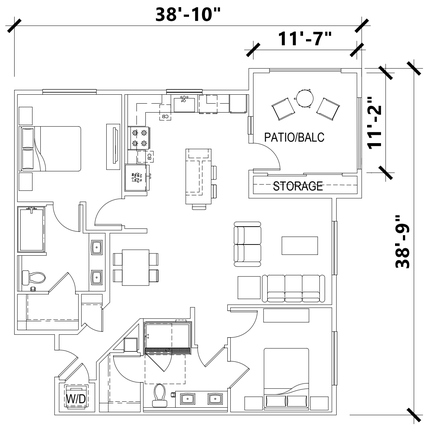
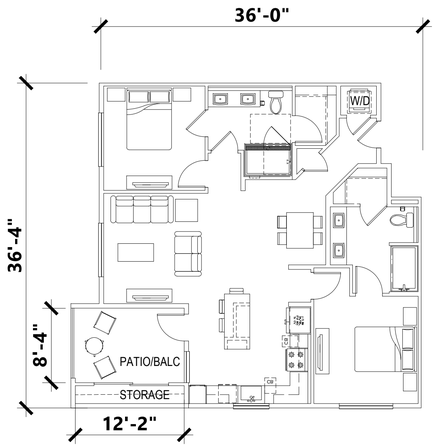


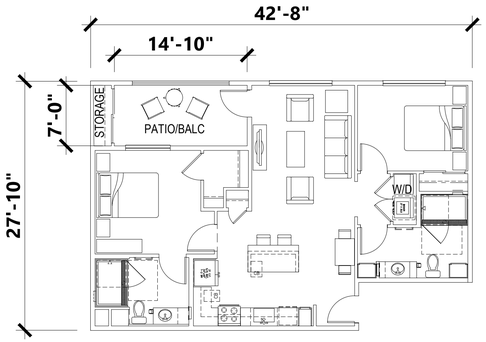
UNIT B1: 2BR/ 2BA
LIVABLE AREA: 1140 SQ.FT.
PATIO/BALC.: 85 SQ.FT.
STORAGE: 184 CU.FT.
9 UNITS



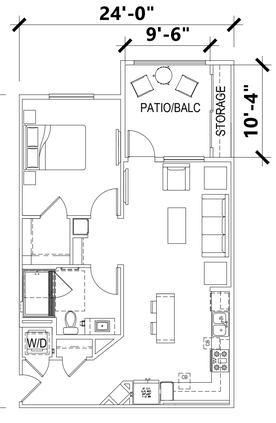
UNIT B2: 2BR / 2BA
LIVABLE AREA: 1160 SQ.FT.
PATIO/BALC: 130 SQ.FT.
STORAGE: 216 CU.FT.
6 UNITS



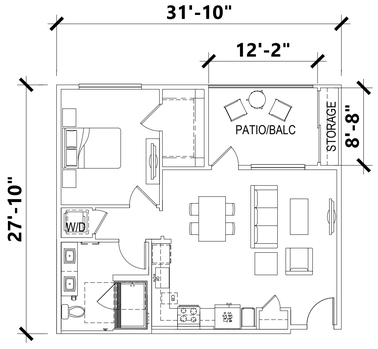
UNIT B3: 2BR / 2BA
LIVABLE AREA: 1148 SQ.FT.
PATIO/BALC: 101 SQ.FT.
STORAGE: 224 CU.FT.
3 UNITS



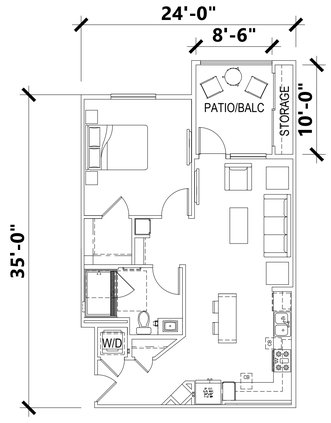
UNIT B4:2BR / 2BA
LIVABLE AREA: 998 SQ.FT.
PATIO/BALC: 100 SQ.FT.
STORAGE: 90 CU.FT.
8 UNITS



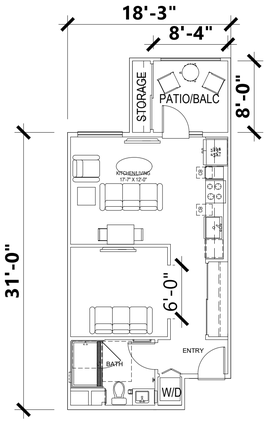
UNIT A1: 1BR / 1BA
LIVABLE AREA: 755 SQ. FT.
PATIO/BALC: 98 SQ.
FT.STORAGE:192 CU.FT.
23 UNITS



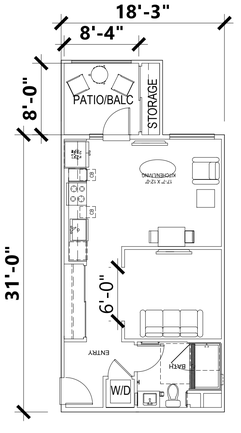
UNIT A2: 1BR / 1BA
LIVABLE AREA: 750 SQ. FT.
PATIO/BALC: 106 SQ. FT.
STORAGE: 160 CU.FT.
12 UNITS



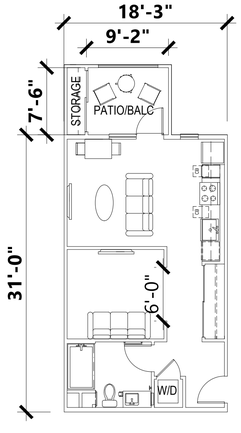
UNIT A3: 1BR / 1BA
LIVABLE AREA: 752 SQ. FT.
PATIO/BALC: 85 SQ. FT.
STORAGE: 192 CU.FT.
2 UNITS



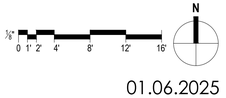
UNIT C1: STUDIO UNIT
LIVABLE AREA: 547 SQ.FT.
PATIO/BALC: 66 SQ.FT.
STORAGE: 152 CU.FT.
2 UNITS



UNIT C2: STUDIO UNIT
LIVABLE AREA: 565 SQ.FT.
PATIO/BALC: 66 SQ.FT.
STORAGE: 152 CU.FT.
4 UNITS



UNIT C3: STUDIO UNIT
LIVABLE AREA: 565 SQ.FT.
PATIO/BALC: 67
SQ.FT.STORAGE: 144 CU.FT.
3 UNITS



A3.0

8550 WARNER AVENUE

PARKSIDE - FOUNTAIN VALLEY, CA

UNIT FLOOR PLANS

01.06.2025
JOB NO.: 2021-401

THE STELLRECHT COMPANY
15261 TRANSISTOR LANE HUNTINGTON BEACH, CA 92649
714-898-7557

AO ARCHITECTS
144 NORTH ORANGE ST., ORANGE, CA 92866
(714) 639-9860

Architecture. Design. Relationships.

NORTH ELEVATION SCALE : 3/32" = 1'-0"

SOUTH ELEVATION SCALE : 3/32" = 1'-0"

FINISHES

P1
SW 7640
FAW BRINDLE

P2
SW 9541
WHITE SNOW

P3
SW 9563
BEDROCK

P4
SW 7512
PAVILION BEIGE

P5
SW 7022
ALPACA

P6
SW 7032
WARM STONE

MATERIALS

ST
CORONADO STONE
EASTERH MOUNTAIN
LODGE - HURON

AC
TIMBER TECH
BY AZEK
OPEN JOINT
CLADDING
AMERICAN WALNUT

MR
BERRIDGE
TEE-PANEL
STANDING SEAM
ROOF SYSTEM
CHARCOAL

MA
B&C AWNINGS
METAL CANOPY
COLOR TO MATCH
BERRIDGE
CHARCOAL

RA
AMERICAN TRIM
EPS RAFTER TAILS
COLOR TO MATCH
BERRIDGE CHARCOAL

MF
AMERICAN FENCE COMPANY
METAL FENCE
COLOR TO MATCH
BERRIDGE CHARCOAL

SCALE : 3/32" = 1'-0" 0 8' 16' 24' 32'

8550 WARNER AVENUE

PARKSIDE - FOUNTAIN VALLEY, CA

BUILDING ELEVATIONS

DATE : 01.06.2025
JOB NO.: 2021-401

A4.0

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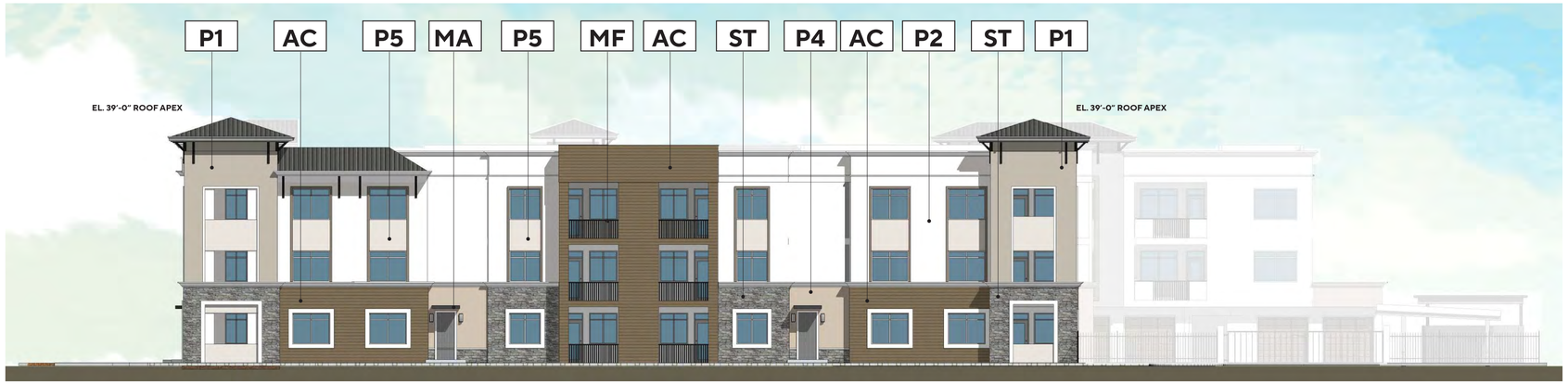


WEST ELEVATION

SCALE : 3/32" = 1'-0"

EAST ELEVATION

SCALE : 3/32" = 1'-0"

FINISHES

P1
SW 7640
FAW BRINDLE

P2
SW 9541
WHITE SNOW

P3
SW 9563
BEDROCK

P4
SW 7512
PAVILION BEIGE

P5
SW 7022
ALPACA

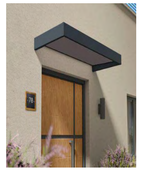
P6
SW 7032
WARM STONE

MATERIALS

ST
CORONADO STONE
EASTERH MOUNTAIN
LODGE - HURON

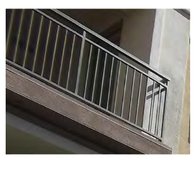
AC
TIMBER TECH
BY AZEK
OPEN JOINT
CLADDING
AMERICAN WALNUT

MR
BERRIDGE
TEE-PANEL
STANDING SEAM
ROOF SYSTEM
CHARCOAL



MA
B&C AWNINGS
METAL CANOPY
COLOR TO MATCH
BERRIDGE
CHARCOAL

RA
AMERICAN TRIM
EPS RAFTER TAILS
COLOR TO MATCH
BERRIDGE CHARCOAL



MF
AMERICAN FENCE COMPANY
METAL FENCE
COLOR TO MATCH
BERRIDGE CHARCOAL

SCALE : 3/32" = 1'-0" 0 8' 16' 24' 32'

8550 WARNER AVENUE

PARKSIDE - FOUNTAIN VALLEY, CA

BUILDING ELEVATIONS

A4.1

DATE : 01.06.2025
JOB NO.: 2021-401

THE STELLRECHT COMPANY
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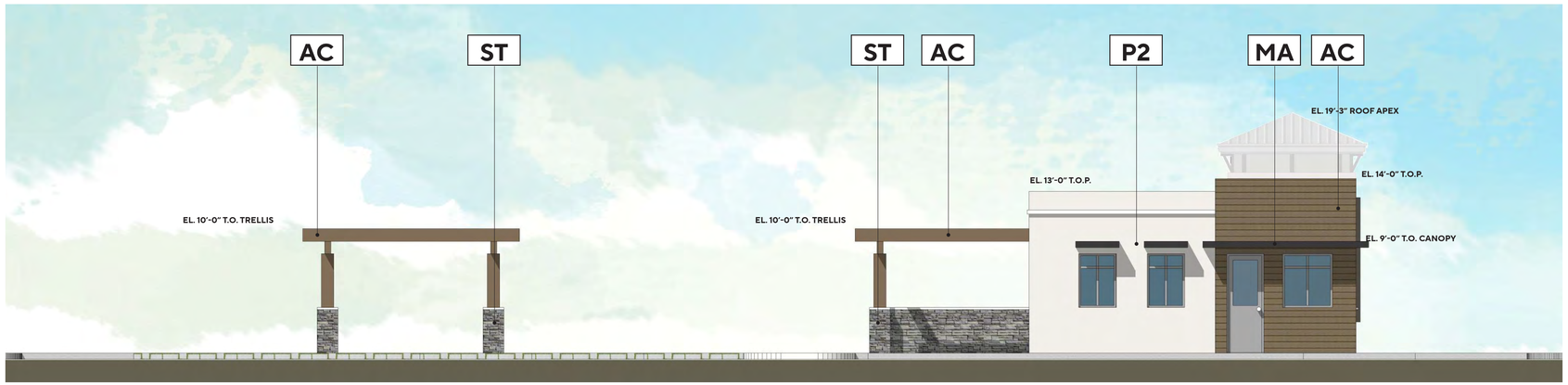
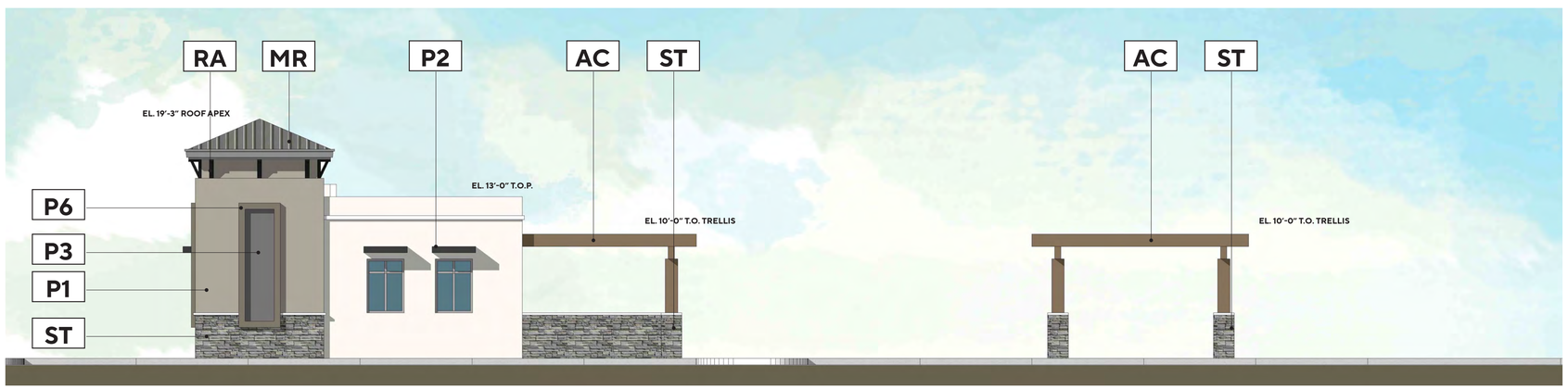
714-898-7557

AO ARCHITECTS
144 NORTH ORANGE ST., ORANGE, CA 92866
(714) 639-9860

Architecture.
Design.
Relationships.



NORTH ELEVATION SCALE : 3/16" = 1'-0"



SOUTH ELEVATION SCALE : 3/16" = 1'-0"

FINISHES

P1
SW 7640
FAW BRINDLE

P2
SW 9541
WHITE SNOW

P3
SW 9563
BEDROCK

P4
SW 7512
PAVILION BEIGE

P5
SW 7022
ALPACA

P6
SW 7032
WARM STONE

MATERIALS

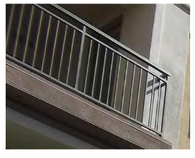
ST
CORONADO STONE
EASTERH MOUNTAIN
LODGE - HURON

AC
TIMBER TECH
BY AZEK
OPEN JOINT
CLADDING
AMERICAN WALNUT

MR
BERRIDGE
TEE-PANEL
STANDING SEAM
ROOF SYSTEM
CHARCOAL

MA
B&C AWNINGS
METAL CANOPY
COLOR TO MATCH
BERRIDGE
CHARCOAL

RA
AMERICAN TRIM
EPS RAFTER TAILS
COLOR TO MATCH
BERRIDGE CHARCOAL



MF
AMERICAN FENCE COMPANY
METAL FENCE
COLOR TO MATCH
BERRIDGE CHARCOAL

SCALE : 3/16" = 1'-0" 0 4' 8' 12' 16'

8550 WARNER AVENUE

PARKSIDE - FOUNTAIN VALLEY, CA

BUILDING ELEVATIONS

DATE : 01.06.2025
JOB NO.: 2021-401

A4.2

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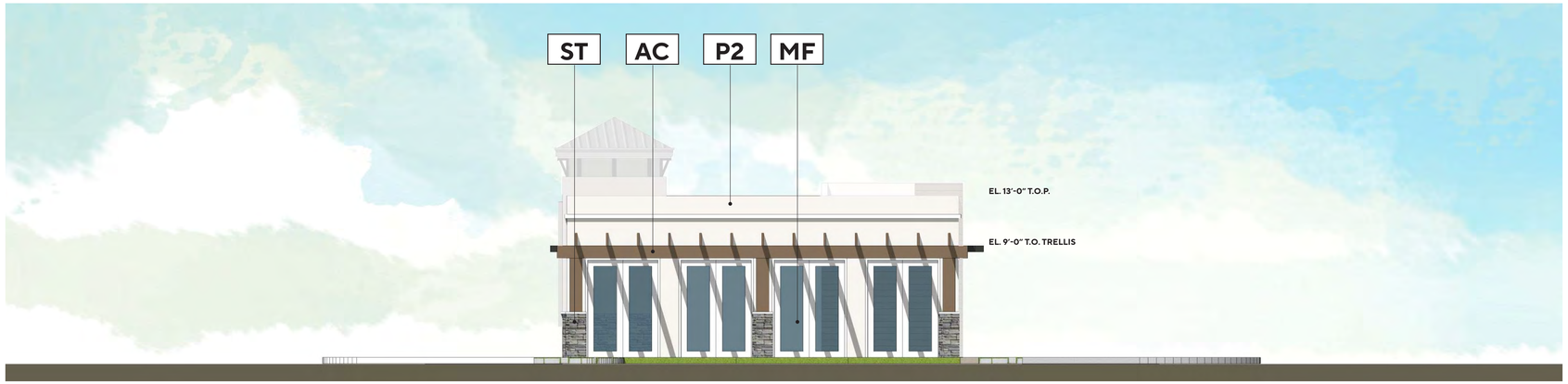
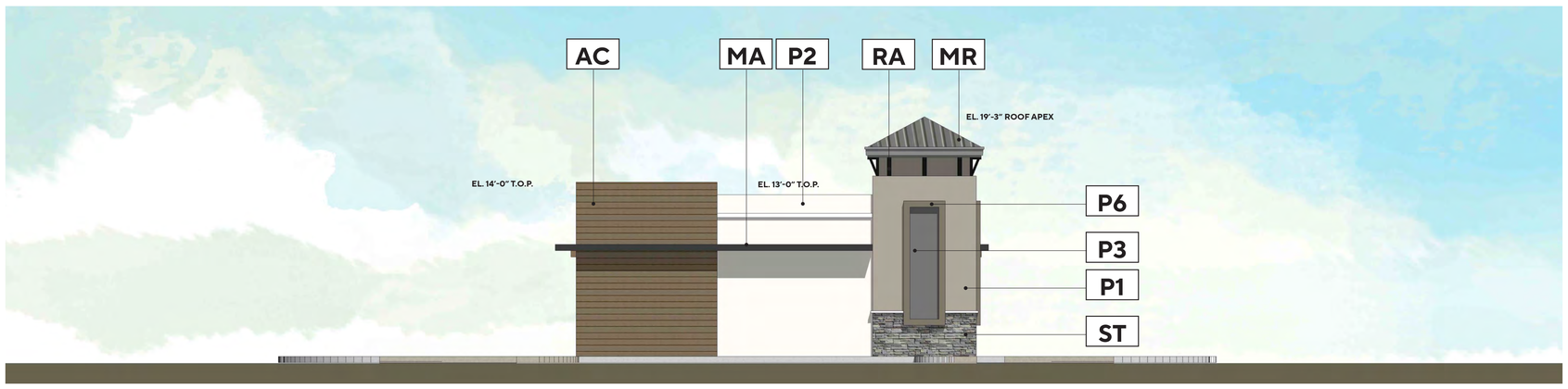
Architecture.
Design.
Relationships.



EAST ELEVATION

SCALE : 3/16" = 1'-0"



WEST ELEVATION

SCALE : 3/16" = 1'-0"

FINISHES

P1
SW 7640
FAW BRINDLE

P2
SW 9541
WHITE SNOW

P3
SW 9563
BEDROCK

P4
SW 7512
PAVILION BEIGE

P5
SW 7022
ALPACA

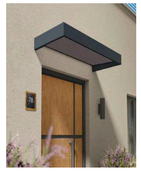
P6
SW 7032
WARM STONE

MATERIALS

ST
CORONADO STONE
EASTERH MOUNTAIN
LODGE - HURON

AC
TIMBER TECH
BY AZEK
OPEN JOINT
CLADDING
AMERICAN WALNUT

MR
BERRIDGE
TEE-PANEL
STANDING SEAM
ROOF SYSTEM
CHARCOAL



MA
B&C AWNINGS
METAL CANOPY
COLOR TO MATCH
BERRIDGE
CHARCOAL

RA
AMERICAN TRIM
EPS RAFTER TAILS
COLOR TO MATCH
BERRIDGE CHARCOAL

MF
AMERICAN FENCE COMPANY
METAL FENCE
COLOR TO MATCH
BERRIDGE CHARCOAL

SCALE : 3/16" = 1'-0"

0 4' 8' 12' 16'

A4.3

8550 WARNER AVENUE

PARKSIDE - FOUNTAIN VALLEY, CA

BUILDING ELEVATIONS

DATE : 01.06.2025
JOB NO.: 2021-401

THE STELLRECHT COMPANY
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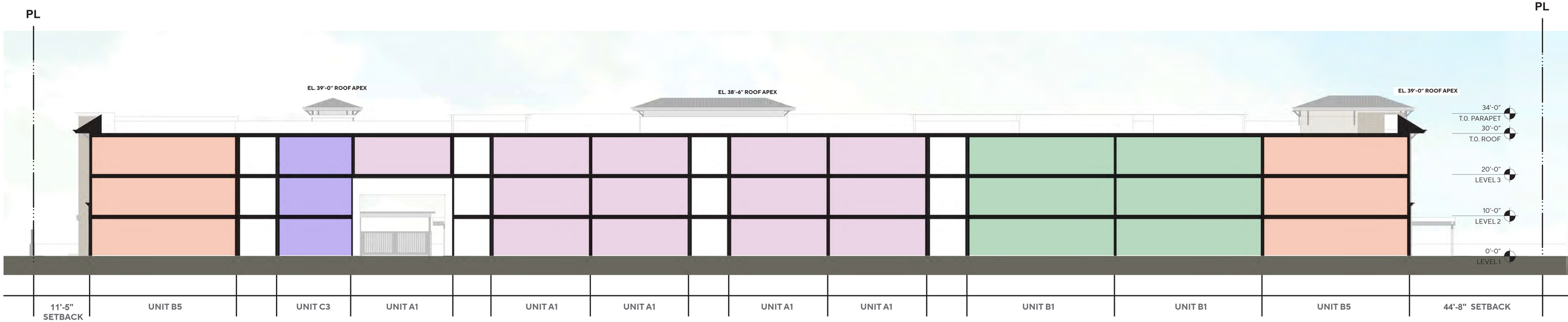
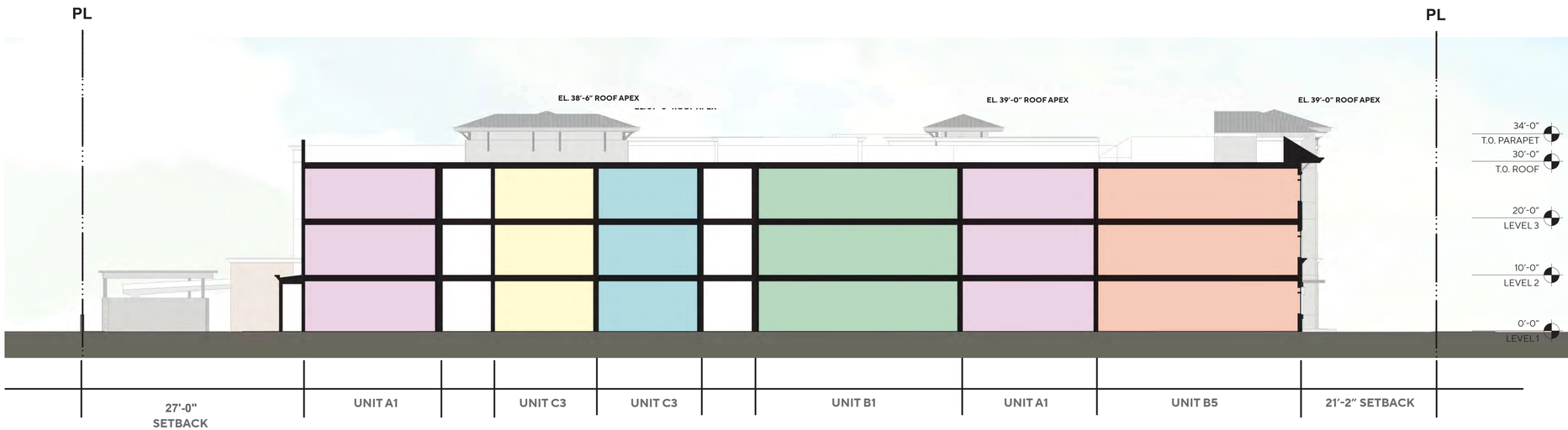
AO ARCHITECTS
144 NORTH ORANGE ST., ORANGE, CA 92866
(714) 639-9860

Architecture.
Design.
Relationships.



SECTION - AA

SCALE : 3/32" = 1'-0"



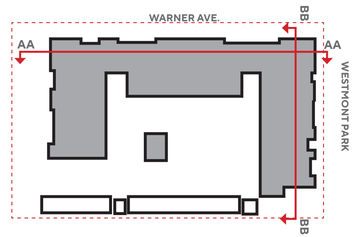
SECTION - BB

SCALE : 3/32" = 1'-0"

LEGEND

- UNIT A1
- UNIT B1
- UNIT B5
- UNIT C1
- UNIT C2
- UNIT C3
- STAIRS

KEY MAP



SCALE : 3/32" = 1'-0"

0 8' 16' 24' 32'

8550 WARNER AVENUE

PARKSIDE - FOUNTAIN VALLEY, CA

BUILDING SECTIONS

DATE : 01.06.2025
JOB NO.: 2021-401

A5.0

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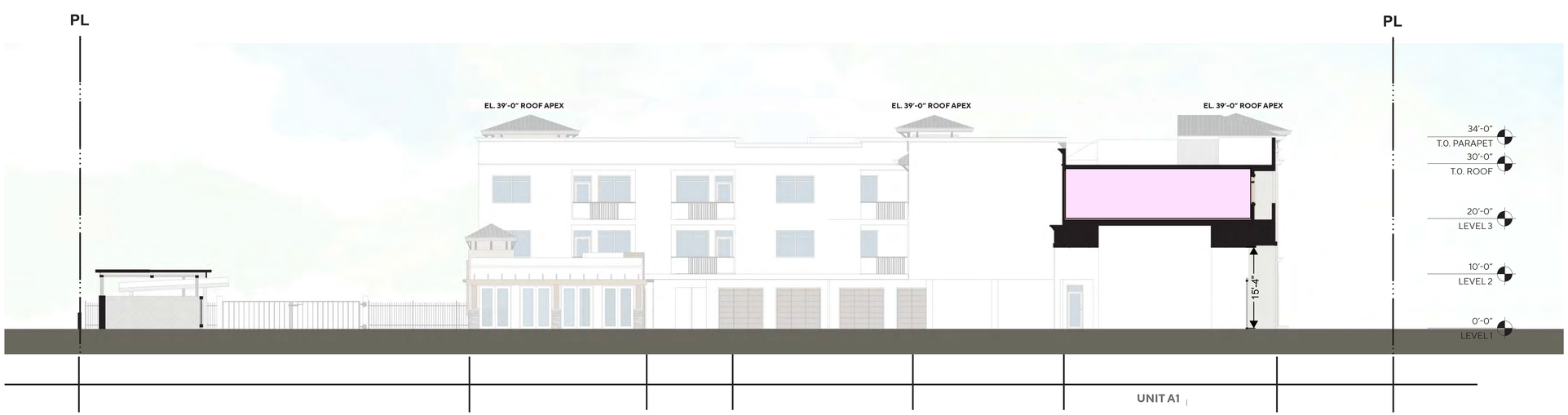
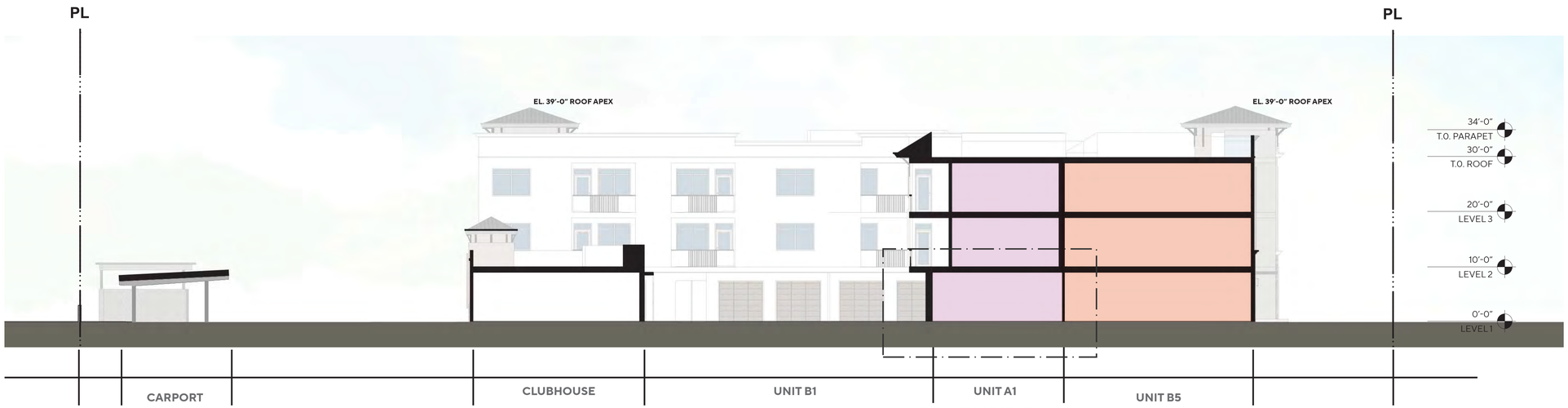


SECTION - CC

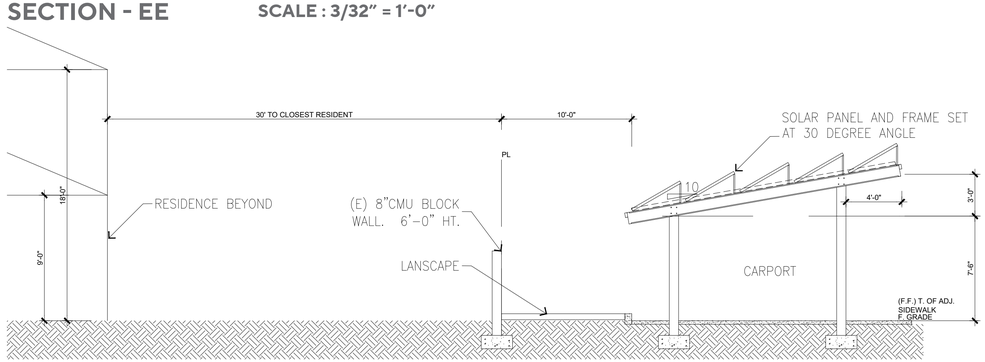
SCALE : 3/32" = 1'-0"



TYP. GARAGE SECTION A5.1

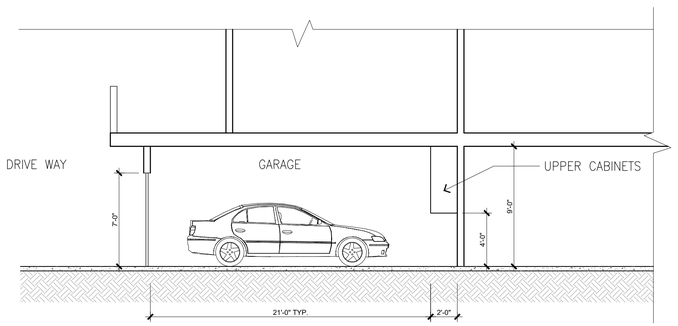
SECTION - EE

SCALE : 3/32" = 1'-0"



SECTION - DD CARPORT

SCALE : NTS



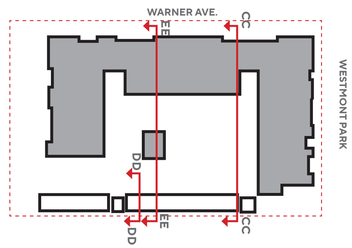
ENLARGED SECTION - GARAGE

SCALE : NTS

LEGEND

- UNIT A1
- UNIT B1
- UNIT B5
- UNIT C1
- UNIT C2
- UNIT C3
- STAIRS

KEY MAP



0 8' 16' 24' 32'

8550 WARNER AVENUE

PARKSIDE - FOUNTAIN VALLEY, CA

BUILDING SECTIONS

DATE : 01.06.2025
JOB NO.: 2021-401

A5.1

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714-898-7557

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Architecture. Design. Relationships.

NORTH ELEVATION SCALE : 1/16" = 1'-0"

NORTH ELEVATION	AREA	%
TOTAL AREA	6,782 SF	100 %
STUCCO	5,386 SF	79%
STONE/SIDING	1,396 SF	21%

SOUTH ELEVATION SCALE : 1/16" = 1'-0"

SOUTH ELEVATION	AREA	%
TOTAL AREA	6,827 SF	100 %
STUCCO	5,461 SF	80%
STONE/SIDING	1,366SF	20%

WEST ELEVATION SCALE : 1/16" = 1'-0"

EAST ELEVATION	AREA	%
TOTAL AREA	2,705 SF	100 %
STUCCO	2,070 SF	78%
STONE/SIDING	635 SF	22%

EAST ELEVATION SCALE : 1/16" = 1'-0"

WEST ELEVATION	AREA	%
TOTAL AREA	3,410 SF	100 %
STUCCO	2,443 SF	72%
STONE/SIDING	967 SF	28%

SCALE : 1/16" = 1'-0" 0 16' 24'

8550 WARNER AVENUE

PARKSIDE - FOUNTAIN VALLEY, CA

ELEVATION MATERIAL CALCULATION

DATE : 01.06.2025
JOB NO.: 2021-401

A5.2

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NORTH ELEVATION SCALE : 3/32" = 1'-0"

PAINT SWATCHES

P1
SW 7640
FAW BRINDLE

P2
SW 9541
WHITE SNOW

P3
SW 9563
BEDROCK

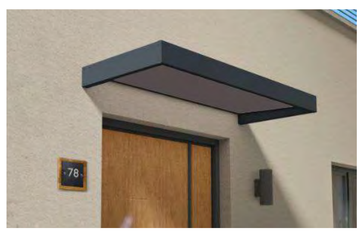
P4
SW 7512
PAVILION BEIGE

P5
SW 7517
RIVERS EDGE

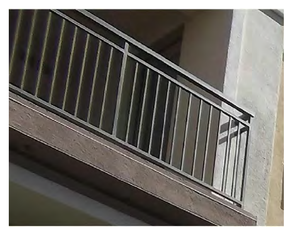
P6
SW 7032
WARM STONE

MATERIALS

MR
BERRIDGE
TEE-PANEL STANDING SEAM
ROOF SYSTEM
CHARCOAL



MA
B&C AWNINGS
METAL CANOPY
COLOR TO MATCH
BERRIDGE CHARCOAL



MF
AMERICAN FENCE COMPANY
METAL FENCE
COLOR TO MATCH
BERRIDGE CHARCOAL

ST
CORONADO STONE
EASTERH MOUNTAIN
LODGE - HURON

AC
TIMBER TECH BY AZEK
OPEN JOINT CLADDING
AMERICAN WALNUT

WN
ARCADIA
WINDOW SYSTEM

DR
METAL DOOR

RA
AMERICAN TRIM
EPS RAFTER TAILS
COLOR TO MATCH
BERRIDGE CHARCOAL

SCALE : 3/32" = 1'-0" 0 8' 16' 24' 32'

MATERIAL BOARD

DATE : 01.06.2025
JOB NO.: 2021-401

A6.0

8550 WARNER AVENUE

PARKSIDE - FOUNTAIN VALLEY, CA

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144 NORTH ORANGE ST., ORANGE, CA 92866
(714) 639-9860

Architecture.
Design.
Relationships.

EXISTING TREE LEGEND

SYMBOL	BOTANICAL NAME *COMMON NAME*	NOTES
T1	**PINUS SPP.** *PINE*	TO BE REMOVED
T2	**PINUS SPP.** *PINE*	TO BE REMOVED
T3	**PINUS SPP.** *PINE*	TO BE REMOVED
T4	**PINUS SPP.** *PINE*	TO BE REMOVED
T5	**PINUS SPP.** *PINE*	TO BE REMOVED
T6	**PINUS SPP.** *PINE*	TO BE REMOVED
P1	**SYAGRUS ROMANZOFFIANA** *QUEEN PALM*	TO BE REMOVED
P2	**SYAGRUS ROMANZOFFIANA** *QUEEN PALM*	TO BE REMOVED
P3	**BRAHEA ARMATA** *MEXICAN BLUE PALM*	TO BE REMOVED
P4	**BRAHEA ARMATA** *MEXICAN BLUE PALM*	TO BE REMOVED
P5	**BRAHEA ARMATA** *MEXICAN BLUE PALM*	TO BE REMOVED
P6	**SYAGRUS ROMANZOFFIANA** *QUEEN PALM*	TO BE REMOVED
P7	**SYAGRUS ROMANZOFFIANA** *QUEEN PALM*	TO BE REMOVED
P8	**BRAHEA ARMATA** *MEXICAN BLUE PALM*	TO BE REMOVED
P9	**BRAHEA ARMATA** *MEXICAN BLUE PALM*	TO BE REMOVED
P10	**BRAHEA ARMATA** *MEXICAN BLUE PALM*	TO BE REMOVED
P11	**SYAGRUS ROMANZOFFIANA** *QUEEN PALM*	TO BE REMOVED
P12	**SYAGRUS ROMANZOFFIANA** *QUEEN PALM*	TO BE REMOVED
P13	**BRAHEA ARMATA** *MEXICAN BLUE PALM*	TO BE REMOVED
P14	**BRAHEA ARMATA** *MEXICAN BLUE PALM*	TO BE REMOVED
P15	**WASHINGTONIA ROBUSTA** *MEXICAN FAN PALM*	(TRIPLE-TRUNK) TO BE REMOVED

EXISTING SHRUB LEGEND

SYMBOL	BOTANICAL NAME *COMMON NAME*	NOTES
	DIETES GRANDIFLORA *FORTNIGHT LILY*	TO BE REMOVED
	LIGUSTRUM JAPONICUM 'TEXANUM *WAXLEAF PRIVET*	TO BE REMOVED
	STRELITZIA REGINAE *BIRD OF PARADISE*	TO BE REMOVED
	SANSEVIERIA SPP. *SNAKEPLANT*	TO BE REMOVED
	TURF -	TO BE REMOVED

0 20' 40'

8550 WARNER AVENUE

PARKSIDE FOUNTAIN VALLEY, CA

EXISTING LANDSCAPE PLAN

DATE: 01.07.2025
JOB NO.: 2021-401

L.1

THE STELLRECHT COMPANY
15261 TRANSISTOR LANE HUNTINGTON BEACH, CA 92649
714-898-7557

AO ARCHITECTS
144 NORTH ORANGE ST., ORANGE, CA 92866
(714) 639-9860

Architecture. Design. Relationships.

KEYNOTE LEGEND	
1	PROPERTY LINE
2	EXISTING SIDEWALK TO REMAIN - PROTECT IN PLACE
3	STANDARD CONCRETE PAVING
4	STRIPPED PEDESTRIAN CROSSING - PER CIVIL ENGINEER
5	NEW ASPHALT PAVING - PER CIVIL ENGINEER
6	PROPOSED PLANTING AREA -TYP.
7	PROPOSED CURBCUT AT PARKING ENTRANCE
8	TRASH ENCLOSURE - PER ARCHITECT
9	TRUNCATED DOMES AT CURB RAMPS
10	PRIVACY FENCE AND GATE
11	SLIDING GATES
12	SOLAR ROOF CANOPY. TYPICAL AT CARPORTS - PER ARCHITECT
13	DECORATIVE CANOPY AND STOOP AT STAIRS - PER ARCHITECT
14	ELECTRIC TRANSFORMER - PER CIVIL ENGINEER
15	EXISTING PERIMETER WALL WITH FENCE
16	RELOCATED BUS SHELTER PER ARCHITECT
17	MODULAR WETLAND SYSTEM - PER CIVIL
18	FIRE HYDRANT - PER CIVIL
19	ENHANCED PATTERNED CONCRETE PAVING WITH CAST-IN-PLACE CONRETE BAND AT GATED ENTRY
20	ADJACENT GUTTER PER CIVIL

PROPOSED LANDSCAPE LOT COVERAGE	
OVERALL SITE AREA	92,325 S.F. (2.119 AC)
PROPOSED LANDSCAPE S.F. (ONSITE)	18,701 S.F.
LANDSCAPE COVERAGE:	20 %

GENERAL DESIGN NOTES

1. FINAL LANDSCAPE PLANS SHALL ACCURATELY SHOW PLACEMENT OF TREES, SHRUBS, AND GROUNDCOVERS.
2. LANDSCAPE ARCHITECT SHALL BE AWARE OF UTILITY, SEWER, STORM DRAIN EASEMENT AND PLACE PLANTING LOCATIONS ACCORDINGLY TO MEET CITY OF FOUNTAIN VALLEY REQUIREMENTS.
3. ALL REQUIRED LANDSCAPE AREAS (INCLUDING PUBLIC RIGHT-OF-WAY) SHALL BE MAINTAINED BY OWNER. THE LANDSCAPE AREAS SHALL BE MAINTAINED PER CITY OF FOUNTAIN VALLEY REQUIREMENTS.
4. ALL IMPROVEMENTS WITHIN THE PUBLIC RIGHT-OF-WAY, INCLUDING STREET TREES, SHALL BE INSTALLED PER THE PUBLIC IMPROVEMENT PLANS.

IRRIGATION DESIGN NOTES

THE IRRIGATION SYSTEM WILL BE A FULLY AUTOMATIC UNDERGROUND SYSTEM. BACKFLOW PREVENTION DEVICES WILL BE INSTALLED TO MEET APPLICABLE CODES. THE IRRIGATION SYSTEM WILL BE DESIGNED AND CONSTRUCTED TO BE AS EFFICIENT IN TERMS OF WATER USAGE AS POSSIBLE. WATER CONSERVATION PRODUCTS (HIGH EFFICIENCY / LOW PRECIPITATION) AND AN EVAPOTRANSPIRATION (ET) WEATHER BASED CONTROL SYSTEM WILL BE INCORPORATED INTO THE SYSTEM DESIGN.

PLANTING DESIGN NOTES

THE SELECTION OF PLANT MATERIAL IS BASED ON CULTURAL, AESTHETIC, AND MAINTENANCE CONSIDERATIONS. ALL PLANTING AREAS SHALL BE PREPARED WITH APPROPRIATE SOIL AMENDMENTS, FERTILIZERS, AND APPROPRIATE SUPPLEMENTS BASED UPON A SOILS REPORT FROM AN AGRICULTURAL SUITABILITY SOIL SAMPLE TAKEN FROM THE SITE. GROUND COVERS OR BARK MULCH SHALL FILL IN BETWEEN THE SHRUBS TO SHIELD THE SOIL FROM THE SUN, EVAPOTRANSPORATION AND RUN-OFF. ALL THE FLOWER AND SHRUB BEDS SHALL BE MULCHED TO A 3" DEPTH TO HELP CONSERVE WATER, LOWER THE SOIL TEMPERATURE AND REDUCE WEED GROWTH. THE SHRUBS SHALL BE ALLOWED TO GROW IN THEIR NATURAL FORMS. ALL LANDSCAPE IMPROVEMENTS SHALL FOLLOW THE CITY OF FOUNTAIN VALLEY GUIDELINES. LANDSCAPE PLANTER LESS THAN TEN FEET IN WIDTH OR LOCATED CLOSER THAN FIVE FEET FROM A PERMANENT STRUCTURE SHALL BE PROVIDE WITH ROOT BARRIERS PER FVMC 21.20.050(b)(1)(D).

8550 WARNER AVENUE

PARKSIDE FOUNTAIN VALLEY, CA

LANDSCAPE SITE PLAN

0 20' 40'

DATE: 02.06.2025
JOB NO.: 2021-401

L.2

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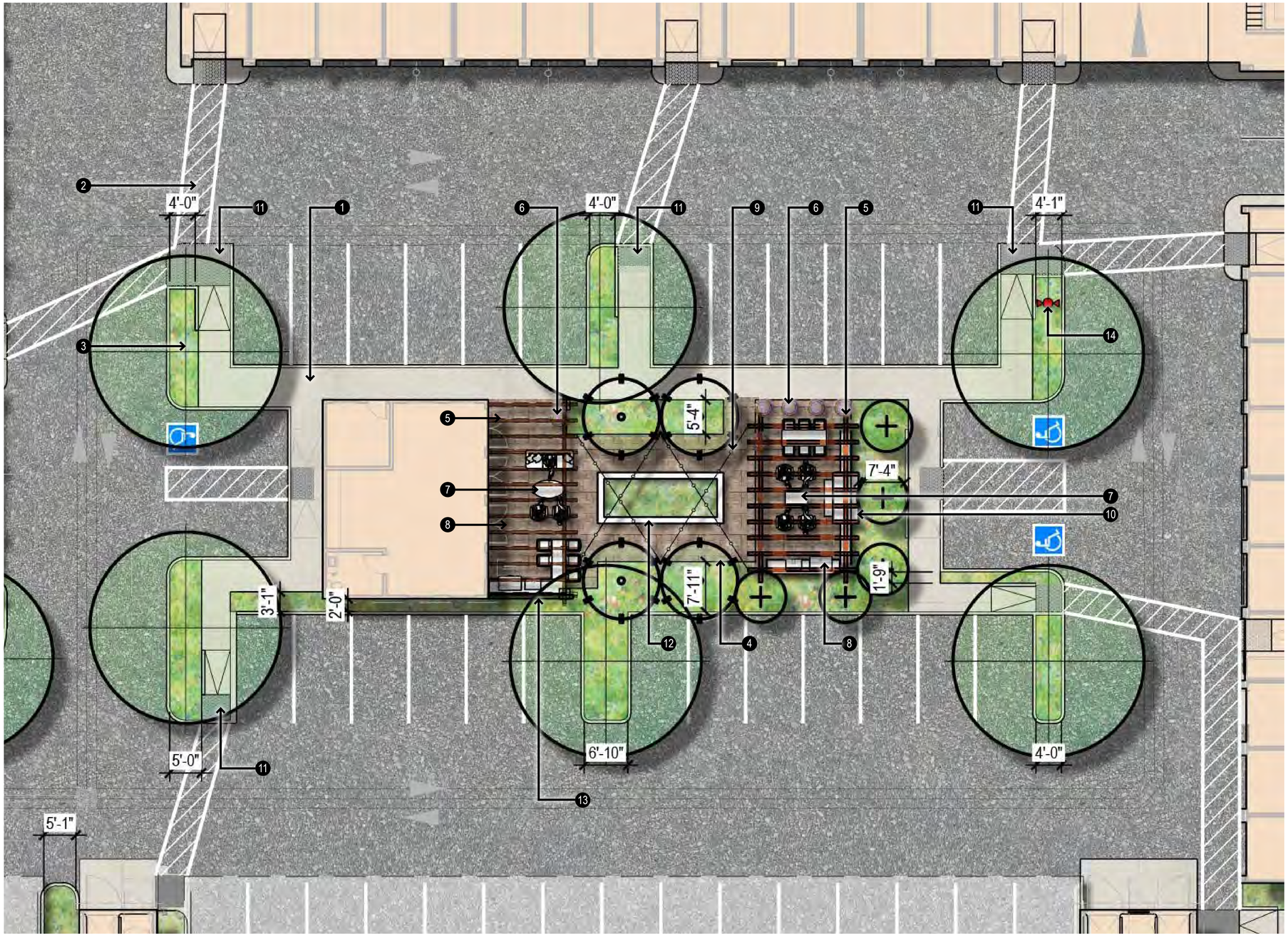

KEYNOTE LEGEND	
1	STANDARD CONCRETE PAVING
2	STRIPED PEDESTRIAN CROSSING - PER CIVIL ENGINEER
3	PROPOSED PLANTING AREA -TYP.
4	ENHANCED PAVING
5	SHADE STRUCTURE - PER ARCHITECT
6	DECORATIVE POTTERY - TYP.
7	LOUNGE SEATING AREA
8	GAS BBQ AND COUNTERTOP
9	FESTOON LIGHTING
10	LARGE FIRE PLACE
11	TRUNCATED DOMES AT CURB RAMPS
12	18" HIGH RAISED PLANTER WALL
13	4' HIGH BBQ. SCREEN WALL
14	FIRE HYDRANT PER CIVIL

8550 WARNER AVENUE

PARKSIDE FOUNTAIN VALLEY, CA

COURTYARD ENLARGEMENT

0 8' 16'

DATE: 01.07.2025
JOB NO.: 2021-401

L.3

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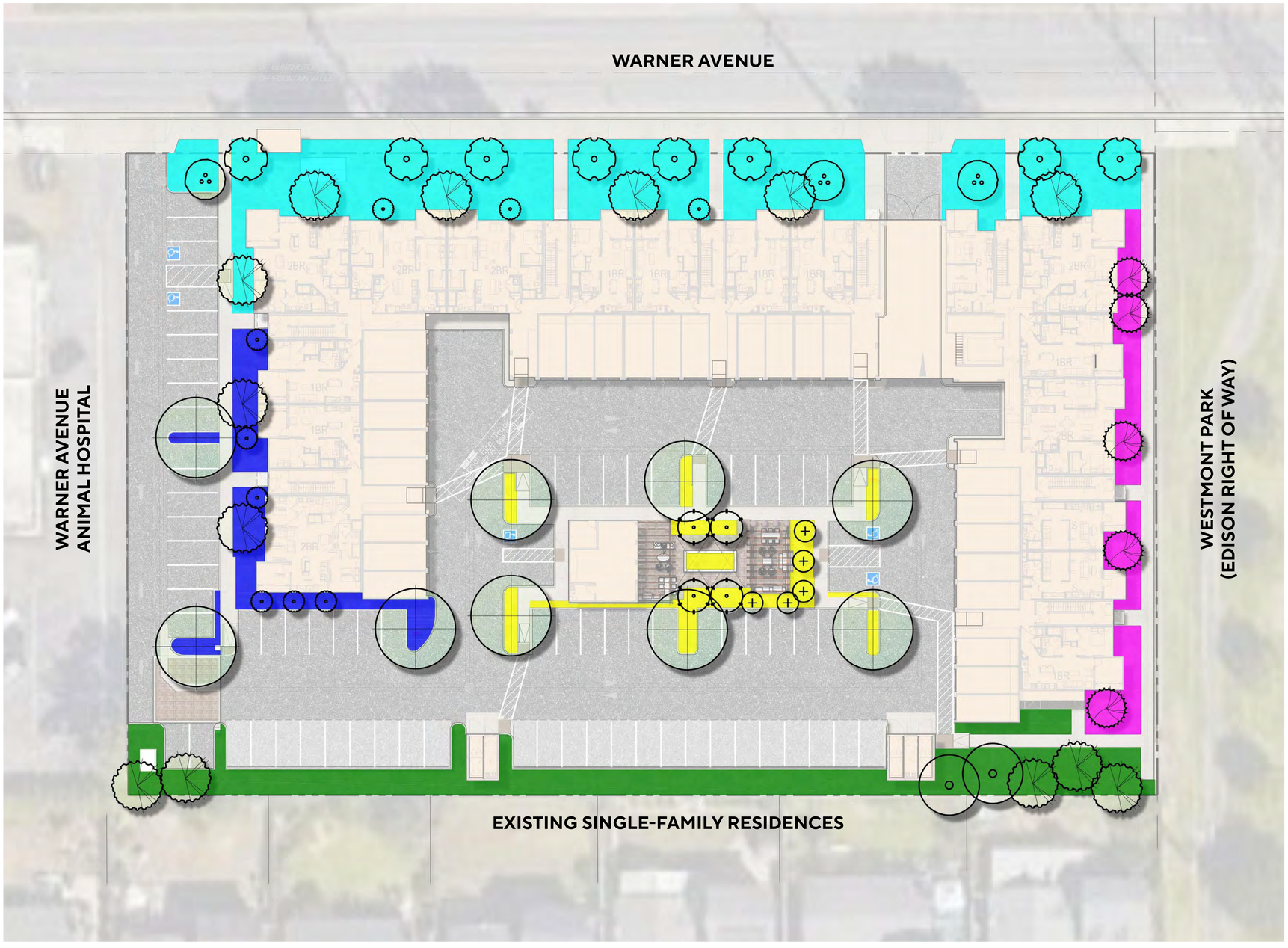

IRRIGATION HYDROZONE LEGEND				
SYMBOL	HYDROZONE	AREA	WATER USAGE	PLANT FACTOR
	HYDROZONE 1 DRIP IRRIGATION	8,821 S.F.	L	0.2
	HYDROZONE 2 DRIP IRRIGATION	1,761 S.F.	L	0.2
	HYDROZONE 3 DRIP IRRIGATION	1,756 S.F.	L	0.2
	HYDROZONE 4 DRIP IRRIGATION	4,854 S.F.	L	0.2
	HYDROZONE 5 DRIP IRRIGATION	1,509 S.F.	L	0.2

WATER EFFICIENCT LANDSCAPE WORKSHEET

This worksheet is filled out by the project applicant and it is a required item of the Landscape Documentation Package.
One worksheet complete for point of connection (water meter).*

Water Efficienct Landscape Worksheet

Fill in all colored cells.

Select your city: Fountain Valley
Reference Evapotranspiration (ETo): 46.0

Project name or address: 8550 Warner Avenue
Landscape Area Sector Type: Residential

	Hydrozone #/Planting Description	Location	Plant Factor (PF)	Irrigation Method	Irrigation Efficiency (IE)	ETAF (PF/IE)	Landscape Area (sq-ft)	ETAF x Area	Estimated Total Water Use (ETWU)
Regular Landscpae Area									
1	Low water use plant	Front	0.2	Drip emitter	0.8	0.25	8,821	2178	62,182
2	Low water use plant	Left Side	0.2	Drip emitter	0.8	0.25	1,761	435	12,414
3	Low water use plant	Right Side	0.2	Drip emitter	0.8	0.25	1,756	434	12,379
4	Low water use plant	Back	0.2	Drip emitter	0.8	0.25	4,854	1199	34,218
5	Low water use plant	Other	0.2	Drip emitter	0.8	0.25	1,509	373	10,638
6	---	---	---	---	---				
7	---	---	---	---	---				
8	---	---	---	---	---				
9	---	---	---	---	---				
10	---	---	---	---	---				
11	---	---	---	---	---				
12	---	---	---	---	---				
13	---	---	---	---	---				
14	---	---	---	---	---				
15	---	---	---	---	---				
						Average	*Total*	*Total*	
						0.25	*18,701*	*4618*	

add dropdown self depcription location

Average ETAF for Regular Landscape Areas: **In Compliance**

Special Landscape Area							
SLA-1	Select	Select					
SLA-2	---	---					
SLA-3	---	---					
SLA-4	---	---					
SLA-5	---	---					
					Totals	-	-

Total Landscape Area	18,701
Sitewide ETAF	0.25
ETWU Total	131,830
Maximum Allowed Water Allowance (MAWA)	293,652

* If muliple points of connection worksheets are submitted either 1) each must be in compliance or
2) a worksheet for the total project area must be in compliance.

8550 WARNER AVENUE

PARKSIDE FOUNTAIN VALLEY, CA

IRRIGATION HYDROZONE PLAN

0 20' 40'

DATE: 01.07.2025
JOB NO.: 2021-401

L.4

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TREE LEGEND

SYMBOL	BOTANICAL NAME *COMMON NAME*	SIZE	QTY.	WUCOLS (PLANT FACTOR)	DESCRIPTION
	ARBUTUS 'MARINA' *MARINA STRAWBERRY*	24" BOX	2	L (0.10-0.30)	STANDARD, MATCHING
	ARBUTUS UNEDO *STRAWBERRY TREE*	36" BOX	3		MULTI-TRUNK, MATCHING
	CUPRESSUS SEMPERVIRENS *ITALIAN CYPRESS*	24" BOX	5		MATCHING
	GEIJERA PARVIFLORA *AUSTRALIAN WILLOW*	24" BOX	5		COLUMN FORM
	LAURUS NOBILIS *SWEET BAY*	24" BOX	9		STANDARD, MATCHING
	MAGNOLIA 'LITTLE GEM' *DWARF SOUTHERN MAGNOLIA*	24" BOX	4		STANDARD, MATCHING
	PARKINSONIA X 'DESERT MUSEUM' *DESERT MUSEUM PALO VERDE*	24" BOX	8	VL (<0.10)	MULTI-TRUNK, MATCHING
	PINUS BRUTIA SPP. ELDARICA *AFGHAN PINE*	24" BOX	13		STANDARD, MATCHING TRUNK
	QUERCUS VIRGINIANA *COAST LIVE OAK*	24" BOX	7		STANDARD, MATCHING TRUNK

CLIMATE ZONES FACTOR

WATER USE ABBREVIATIONS ARE AS FOLLOWS:

H = HIGH WATER NEEDS
M = MEDIUM WATER NEEDS
L = LOW WATER NEEDS
VL = VERY LOW WATER NEEDS

SUNSET ZONE: 24
USDA HARDINESS ZONE: 10
WUCOLS REGION: SOUTH COASTAL, REGION 3

PLANTING DESIGN NOTES

THE SELECTION OF PLANT MATERIAL IS BASED ON CULTURAL, AESTHETIC, AND MAINTENANCE CONSIDERATIONS. ALL PLANTING AREAS SHALL BE PREPARED WITH APPROPRIATE SOIL AMENDMENTS, FERTILIZERS, AND APPROPRIATE SUPPLEMENTS BASED UPON A SOILS REPORT FROM AN AGRICULTURAL SUITABILITY SOIL SAMPLE TAKEN FROM THE SITE. GROUND COVERS OR BARK MULCH SHALL FILL IN BETWEEN THE SHRUBS TO SHIELD THE SOIL FROM THE SUN, EVAPOTRANSPORATION AND RUN-OFF. ALL THE FLOWER AND SHRUB BEDS SHALL BE MULCHED TO A 3" DEPTH TO HELP CONSERVE WATER, LOWER THE SOIL TEMPERATURE AND REDUCE WEED GROWTH. THE SHRUBS SHALL BE ALLOWED TO GROW IN THEIR NATURAL FORMS. ALL LANDSCAPE IMPROVEMENTS SHALL FOLLOW THE CITY OF FOUNTAIN VALLEY GUIDELINES. LANDSCAPE PLANTER LESS THAN TEN FEET IN WIDTH OR LOCATED CLOSER THAN FIVE FEET FROM A PERMANENT STRUCTURE SHALL BE PROVIDE WITH ROOT BARRIERS PER FVMC 21.20.050(b)(1)(D).

8550 WARNER AVENUE

PARKSIDE FOUNTAIN VALLEY, CA

0 20' 40'

TREE PLAN

DATE: 01.07.2025
JOB NO.: 2021-401

L.5

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SHRUB LEGEND					
SYMBOL	BOTANICAL NAME *COMMON NAME*	SIZE	QTY	WUCOLS (PLANT FACTOR)	DESCRIPTION
	AGAVE AMERICANA *CENTURY PLANT*	15 GAL	36	L (0.10-0.30)	ACCENT SHRUB SPACING PER PLAN
	BOUGAINVILLEA 'MONKA' *OO-LA-LA BOUGAINVILLEA*	5 GAL	459		36" O.C. SPACING
	CARISSA GRANDIFLORA *NATAL PLUM*	5 GAL.	484		24" O.C. SPACING
	DIETES BICOLOR 'LEMON DROPS' *IRIS*	5 GAL	175		36" O.C. SPACING
	DODONAEA VISCOSA PURPUREA *PURPLE HOPSEED BUSH*	15 GAL	106		48" O.C. SPACING
	FESTUCA GLAUCA *BLUE FESCUE*	5 GAL	2592		12" O.C. SPACING
	FURCRAEA FOETIDA MEDIOPICTA *MAURITIUS HEMP*	15 GAL	13		ACCENT SHRUB SPACING PER PLAN
	LAVANDULA ANGUSTIFOLIA *ENGLISH LAVENDER*	5 GAL	79		30" O.C. SPACING
	MUHLENBERGIA RIGENS *DEERGRASS*	5 GAL	39		30" O.C. SPACING
	RHAPHIOLEPIS INDICA 'PINKIE' *PINKIE INDIAN HAWTHORN*	5 GAL	409		30" O.C. SPACING
	ROSMARINUS OFFICINALIS *ICEBERG ROSE*	15 GAL	4		ACCENT SHRUB SPACING PER PLAN
R	**ROSMARINUS OFFICINALIS 'PROSTRATUS'** *PROSTRATE ROSEMARY*	5 GAL	351		36" O.C. SPACING
	SENECIO SERPENS *BLUE CHALKSTICKS*	5 GAL	643		12" O.C. SPACING
	THYMUS VULGARIS *COMMON THYME*	5 GAL	97		12" O.C. SPACING
W	**WESTRINGIA FRUTICOSA** *COAST ROSEMARY*	5 GAL	123		24" O.C. SPACING
	ANNUAL COLOR				

CLIMATE ZONES FACTOR

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SUNSET ZONE: 24
USDA HARDINESS ZONE: 10
WUCOLS REGION: SOUTH COASTAL, REGION 3

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8550 WARNER AVENUE

PARKSIDE FOUNTAIN VALLEY, CA

0 10' 20'

SHRUB PLAN

DATE: 01.07.2025
JOB NO.: 2021-401

L.6

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SHRUB LEGEND

SYMBOL	BOTANICAL NAME *COMMON NAME*	SIZE	QTY	WUCOLS (PLANT FACTOR)	DESCRIPTION
	AGAVE AMERICANA *CENTURY PLANT*	15 GAL	36	L (0.10-0.30)	ACCENT SHRUB SPACING PER PLAN
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	CARISSA GRANDIFLORA *NATAL PLUM*	5 GAL.	484		24" O.C. SPACING
	DIETES BICOLOR 'LEMON DROPS' *IRIS*	5 GAL	175		36" O.C. SPACING
	DODONAEA VISCOSA PURPUREA *PURPLE HOPSEED BUSH*	15 GAL	106		48" O.C. SPACING
	FESTUCA GLAUCA *BLUE FESCUE*	5 GAL	2592		12" O.C. SPACING
	FURCRAEA FOETIDA MEDIOPICTA *MAURITIUS HEMP*	15 GAL	13		ACCENT SHRUB SPACING PER PLAN
	LAVANDULA ANGUSTIFOLIA *ENGLISH LAVENDER*	5 GAL	79		30" O.C. SPACING
	MUHLENBERGIA RIGENS *DEERGRASS*	5 GAL	39		30" O.C. SPACING
	RHAPHIOLEPIS INDICA 'PINKIE' *PINKIE INDIAN HAWTHORN*	5 GAL	409		30" O.C. SPACING
	ROSMARINUS OFFICINALIS *ICEBERG ROSE*	15 GAL	4		ACCENT SHRUB SPACING PER PLAN
	ROSMARINUS OFFICINALIS 'PROSTRATUS' *PROSTRATE ROSEMARY*	5 GAL	351		36" O.C. SPACING
	SENECIO SERPENS *BLUE CHALKSTICKS*	5 GAL	643		12" O.C. SPACING
	THYMUS VULGARIS *COMMON THYME*	5 GAL	97		12" O.C. SPACING
	WESTRINGIA FRUTICOSA *COAST ROSEMARY*	5 GAL	123		24" O.C. SPACING
	ANNUAL COLOR				

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0 10' 20'

SHRUB PLAN

DATE: 01.07.2025
JOB NO.: 2021-401

L.7

8550 WARNER AVENUE

PARKSIDE FOUNTAIN VALLEY, CA

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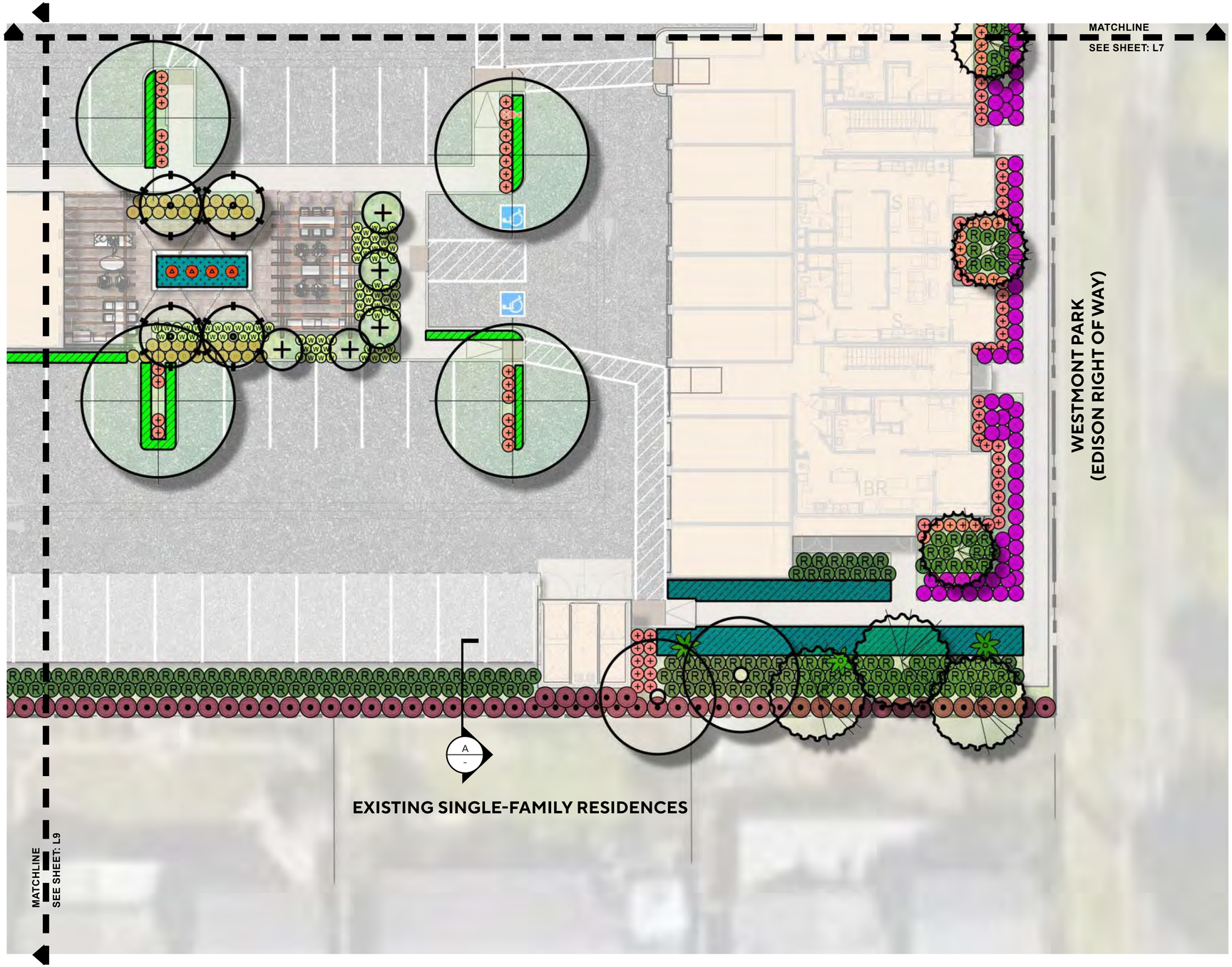

SHRUB LEGEND

SYMBOL	BOTANICAL NAME / COMMON NAME	SIZE	QTY	WUCOLS (PLANT FACTOR)	DESCRIPTION
	AGAVE AMERICANA *CENTURY PLANT*	15 GAL	36	L (0.10-0.30)	ACCENT SHRUB SPACING PER PLAN
	BOUGAINVILLEA 'MONKA' *OO-LA-LA BOUGAINVILLEA*	5 GAL	459		36" O.C. SPACING
	CARISSA GRANDIFLORA *NATAL PLUM*	5 GAL.	484		24" O.C. SPACING
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W	**WESTRINGIA FRUTICOSA** *COAST ROSEMARY*	5 GAL	123		24" O.C. SPACING
	ANNUAL COLOR				

CLIMATE ZONES FACTOR

WATER USE ABBREVIATIONS ARE AS FOLLOWS:

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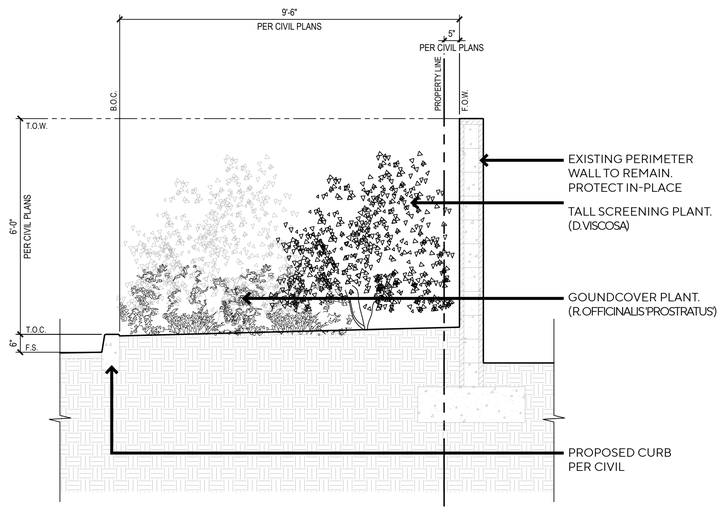
WUCOLS REGION: SOUTH COASTAL, REGION 3



SECTION A: PERIMETER WALL PLANTING

0 10' 20'

SHRUB PLAN

DATE: 01.07.2025
JOB NO.: 2021-401

L.8

8550 WARNER AVENUE

PARKSIDE FOUNTAIN VALLEY, CA

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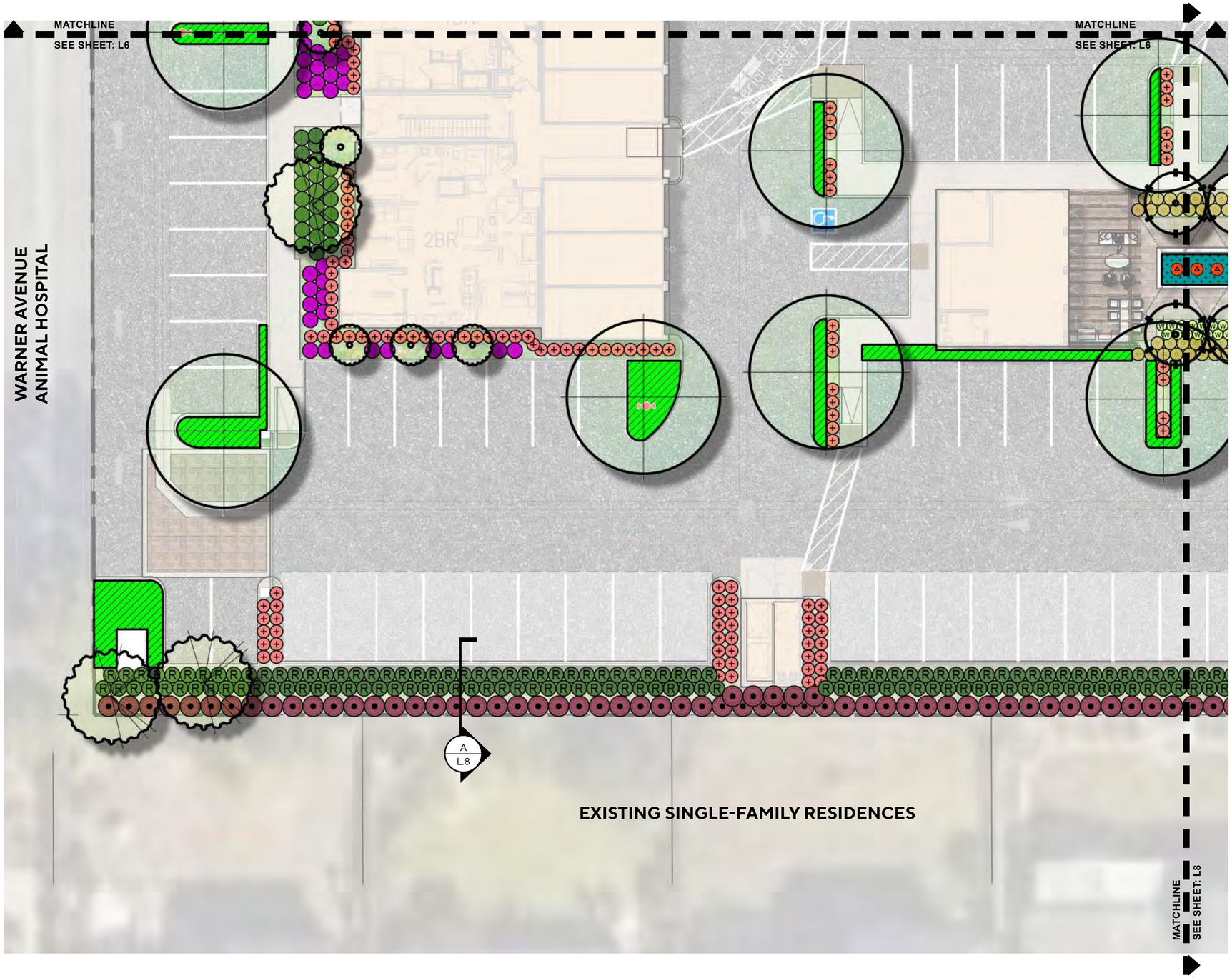

SHRUB LEGEND					
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	AGAVE AMERICANA *CENTURY PLANT*	15 GAL	36	L (0.10-0.30)	ACCENT SHRUB SPACING PER PLAN
	BOUGAINVILLEA 'MONKA' *OO-LA-LA BOUGAINVILLEA*	5 GAL	459		36" O.C. SPACING
	CARISSA GRANDIFLORA *NATAL PLUM*	5 GAL.	484		24" O.C. SPACING
	DIETES BICOLOR 'LEMON DROPS' *IRIS*	5 GAL	175		36" O.C. SPACING
	DODONAEA VISCOSA PURPUREA *PURPLE HOPSEED BUSH*	15 GAL	106		48" O.C. SPACING
	FESTUCA GLAUCA *BLUE FESCUE*	5 GAL	2592		12" O.C. SPACING
	FURCRAEA FOETIDA MEDIOPICTA *MAURITIUS HEMP*	15 GAL	13		ACCENT SHRUB SPACING PER PLAN
	LAVANDULA ANGUSTIFOLIA *ENGLISH LAVENDER*	5 GAL	79		30" O.C. SPACING
	MUHLENBERGIA RIGENS *DEERGRASS*	5 GAL	39		30" O.C. SPACING
	RHAPHIOLEPIS INDICA 'PINKIE' *PINKIE INDIAN HAWTHORN*	5 GAL	409		30" O.C. SPACING
	ROSMARINUS OFFICINALIS *ICEBERG ROSE*	15 GAL	4		ACCENT SHRUB SPACING PER PLAN
R	**ROSMARINUS OFFICINALIS 'PROSTRATUS'** *PROSTRATE ROSEMARY*	5 GAL	351		36" O.C. SPACING
	SENECIO SERPENS *BLUE CHALKSTICKS*	5 GAL	643		12" O.C. SPACING
	THYMUS VULGARIS *COMMON THYME*	5 GAL	97		12" O.C. SPACING
W	**WESTRINGIA FRUTICOSA** *COAST ROSEMARY*	5 GAL	123		24" O.C. SPACING
	ANNUAL COLOR				

CLIMATE ZONES FACTOR

WATER USE ABBREVIATIONS ARE AS FOLLOWS:

H = HIGH WATER NEEDS
M = MEDIUM WATER NEEDS
L = LOW WATER NEEDS
VL = VERY LOW WATER NEEDS

SUNSET ZONE: 24
USDA HARDINESS ZONE: 10
WUCOLS REGION: SOUTH COASTAL, REGION 3

PLANTING DESIGN NOTES

THE SELECTION OF PLANT MATERIAL IS BASED ON CULTURAL, AESTHETIC, AND MAINTENANCE CONSIDERATIONS. ALL PLANTING AREAS SHALL BE PREPARED WITH APPROPRIATE SOIL AMENDMENTS, FERTILIZERS, AND APPROPRIATE SUPPLEMENTS BASED UPON A SOILS REPORT FROM AN AGRICULTURAL SUITABILITY SOIL SAMPLE TAKEN FROM THE SITE. GROUND COVERS OR BARK MULCH SHALL FILL IN BETWEEN THE SHRUBS TO SHIELD THE SOIL FROM THE SUN, EVAPOTRANSPORATION AND RUN-OFF. ALL THE FLOWER AND SHRUB BEDS SHALL BE MULCHED TO A 3" DEPTH TO HELP CONSERVE WATER, LOWER THE SOIL TEMPERATURE AND REDUCE WEED GROWTH. THE SHRUBS SHALL BE ALLOWED TO GROW IN THEIR NATURAL FORMS. ALL LANDSCAPE IMPROVEMENTS SHALL FOLLOW THE CITY OF FOUNTAIN VALLEY GUIDELINES. LANDSCAPE PLANTER LESS THAN TEN FEET IN WIDTH OR LOCATED CLOSER THAN FIVE FEET FROM A PERMANENT STRUCTURE SHALL BE PROVIDE WITH ROOT BARRIERS PER FVMC 21.20.050(b)(1)(D).

0 10' 20'

SHRUB PLAN

DATE: 01.07.2025
JOB NO.: 2021-401

L.9

8550 WARNER AVENUE

PARKSIDE FOUNTAIN VALLEY, CA

THE STELLRECHT COMPANY
15261 TRANSISTOR LANE HUNTINGTON BEACH, CA 92649
714-898-7557

AO ARCHITECTS
144 NORTH ORANGE ST., ORANGE, CA 92866
(714) 639-9860

Architecture.
Design.
Relationships.

TREE IMAGES

ARBUTUS 'MARINA'
(MARINA STRAWBERRY)
HEIGHT: 40' - 50'
SPREAD: 25' - 40'
WUCOLS: L
FULL SUN

ARBUTUS UNEDO
(STRAWBERRY TREE)
HEIGHT: 10' - 15'
SPREAD: 10' - 15'
WUCOLS: L
FULL SUN

CUPRESSUS SEMPERVIRENS
(ITALIAN CYPRESS)
HEIGHT: 40' - 70'
SPREAD: 10' - 20'
WUCOLS: L
PARTIAL SHADE. FULL SUN

GEIJERA PARVIFLORA
(AUSTRALIAN WILLOW)
HEIGHT: 20' - 30'
SPREAD: 15' - 20'
WUCOLS: L
FULL SUN

LAURUS NOBILIS
(SWEET BAY)
HEIGHT: 20' - 25'
SPREAD: 10' - 15'
WUCOLS: M
FULL SUN TO PARTIAL SUN

MAGNOLIA 'LITTLE GEM'
(DWARF SOUTHERN MAGNOLIA)
HEIGHT: 25' - 30'
SPREAD: 25' - 30'
WUCOLS: L
SUN OR SHADE

PARKINSONIA X 'DESERT MUSEUM'
(DESERT MUSEUM PALO VERDE)
HEIGHT: 25'
SPREAD: 25'
WUCOLS: VL
FULL SUN

PINUS BRUTIA SSP. ELDARICA
(AFGHAN PINE)
HEIGHT: 30' - 80'
SPREAD: 15' - 25'
WUCOLS: VL
FULL SUN

QUERCUS VIRGINIANA
(SOUTHERN LIVE OAK)
HEIGHT: 40' - 80'
SPREAD: 60' - 100'
WUCOLS: L
FULL SUN

SHRUB IMAGES

AGAVE AMERICANA
(CENTURY PLANT)
HEIGHT: 10'
SPREAD: 15'
WUCOLS: L

BOUGAINVILLEA 'MONKA'
(OO-LA-LA BOUGAINVILLEA)
HEIGHT: 18"
SPREAD: 6' - 8'
WUCOLS: L

CARISSA GRANDIFLORA
(NATAL PLUM)
HEIGHT: 7'
SPREAD: 7'
WUCOLS: M

DIETES BICOLOR 'LEMON DROPS'
(IRIS)
HEIGHT: 3' - 4'
SPREAD: 3' - 4'
WUCOLS: L

DODONAEA VISCOSA 'PURPUREA'
PURPLE-LEAFED HOP-BUSH
HEIGHT: 12'
SPREAD: 6' - 8'
WUCOLS: L

FESTUCA GLAUCA
(BLUE FESCUE)
HEIGHT: 4' - 5'
SPREAD: 6' - 8'
WUCOLS: L

FURCRAEA FOETIDA 'MEDIOPICTA'
(MAURITIUS HEMP)
HEIGHT: 4' - 5'
SPREAD: 6' - 8'
WUCOLS: L

LAVANDULA ANGUSTIFOLIA
(ENGLISH LAVENDER)
HEIGHT: 1' - 3'
SPREAD: 1' - 3'
WUCOLS: L

MUHLENBERGIA RIGENS
(DEER GRASS)
HEIGHT: 4' - 5'
SPREAD: 4' - 5'
WUCOLS: L

RHAPHIOLEPIS INDICA 'PINKIE'
(PINKIE INDIAN HAWTHORN)
HEIGHT: 4' - 6'
SPREAD: 4' - 6'
WUCOLS: L

ROSMARINUS OFFICINALIS
(ROSEMARY)
HEIGHT: 2' - 6'
SPREAD: 2' - 5'
WUCOLS: M

ROSMARINUS OFFICINALIS 'PROSTRATUS'
(PROSTRATE ROSEMARY)
HEIGHT: 2'
SPREAD: 4' - 8'
WUCOLS: M

SENECIO SERPENS
(BLUE CHALKSTICKS)
HEIGHT: 1'
SPREAD: 2' - 3'
WUCOLS: L

THYMUS VULGARIS
(THYME)
HEIGHT: 6" - 1'
SPREAD: 1'
WUCOLS: L

WESTRINGIA FRUTICOSA
(COAST ROSEMARY)
HEIGHT: 4' - 6'
SPREAD: 6' - 12'
WUCOLS: L

THE STELLRECHT COMPANY
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(714) 639-9860
Architecture. Design. Relationships.

WALL AND FENCE LEGEND	
SYMBOL	TYPE
	EXISTING 6' HIGH CMU WALL
	EXISTING 2' HIGH CMU WALL
	EXISTING 2' HIGH CMU WALL WITH PROPOSED 4' HIGH TUBE STEEL FENCE.
	PROPOSED 6' HIGH SLIDING VEHICULAR TUBE STEEL GATE
	PROPOSED 6' HIGH PEDESTRIAN TUBE STEEL FENCE AND GATE
	PROPOSED 8'-6" HIGH SWINGING VEHICULAR TUBE STEEL GATE

8550 WARNER AVENUE

PARKSIDE FOUNTAIN VALLEY, CA

WALL AND FENCE PLAN

0 20' 40'

DATE: 01.07.2025
JOB NO.: 2021-401

L.11

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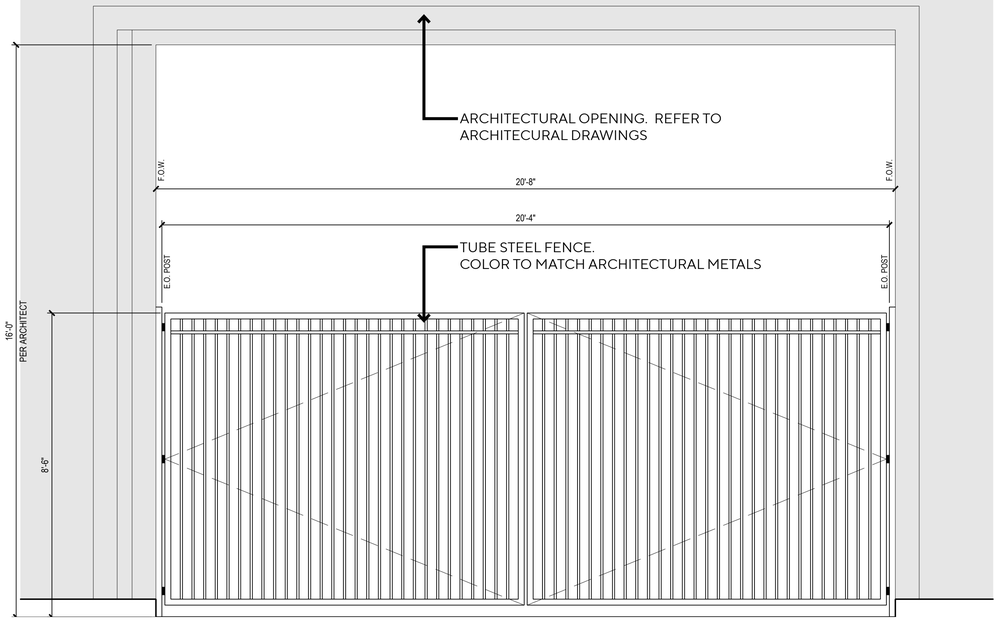
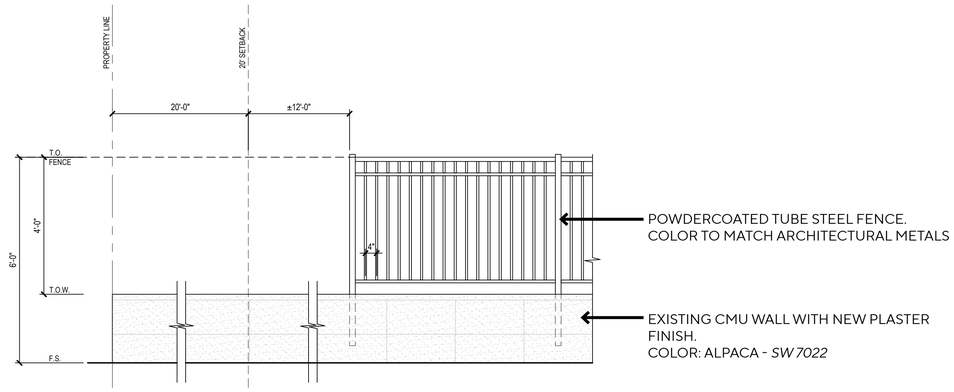
Architecture. Design. Relationships.

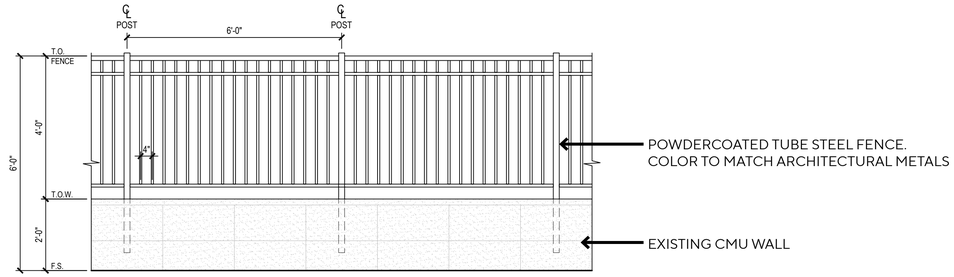
EXISTING 6' HIGH CMU WALL



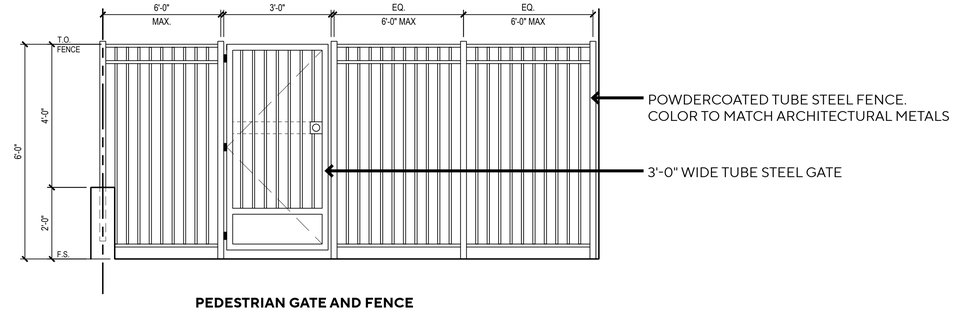
SWINGING VEHICULAR GATE



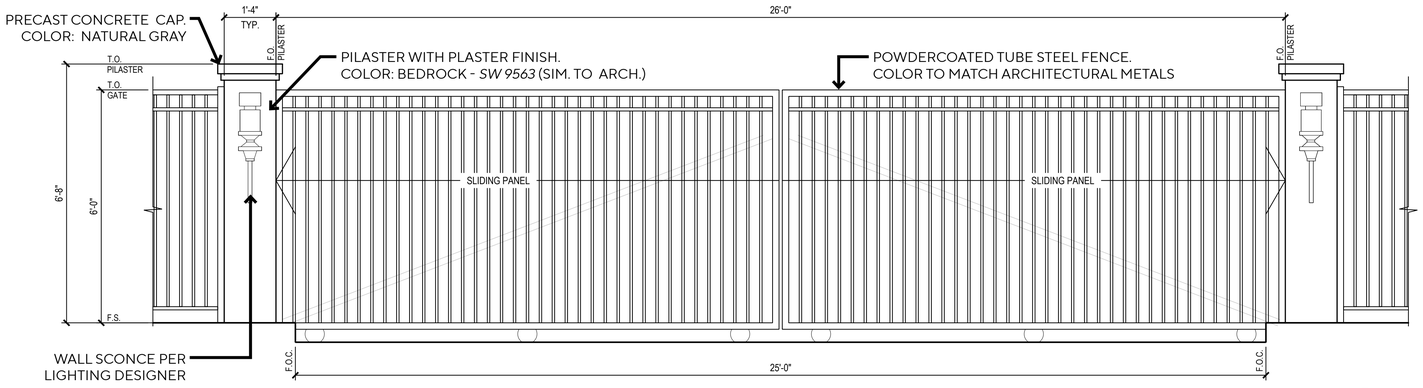
FENCE ON CMU WALL AT SETBACK



FENCE ON CMU WALL



PEDESTRIAN GATE AND FENCE

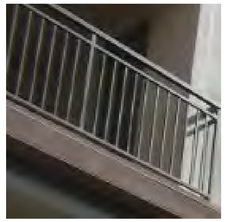


SLIDING VEHICULAR GATE

PILASTER CAP COLOR
NATURAL GREY

PILASTER COLOR
BEDROCK (SW 9563)
SHERWIN WILLIAMS

PLASTER COLOR AT PERIMETER WALL
ALPACA (SW 7022)
SHERWIN WILLIAMS



FENCING COLOR
BERRIDGE CHARCOAL

L.12

8550 WARNER AVENUE

PARKSIDE FOUNTAIN VALLEY, CA

WALL AND FENCE ELEVATIONS

DATE: 01.07.2025
JOB NO.: 2021-401

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714-898-7557

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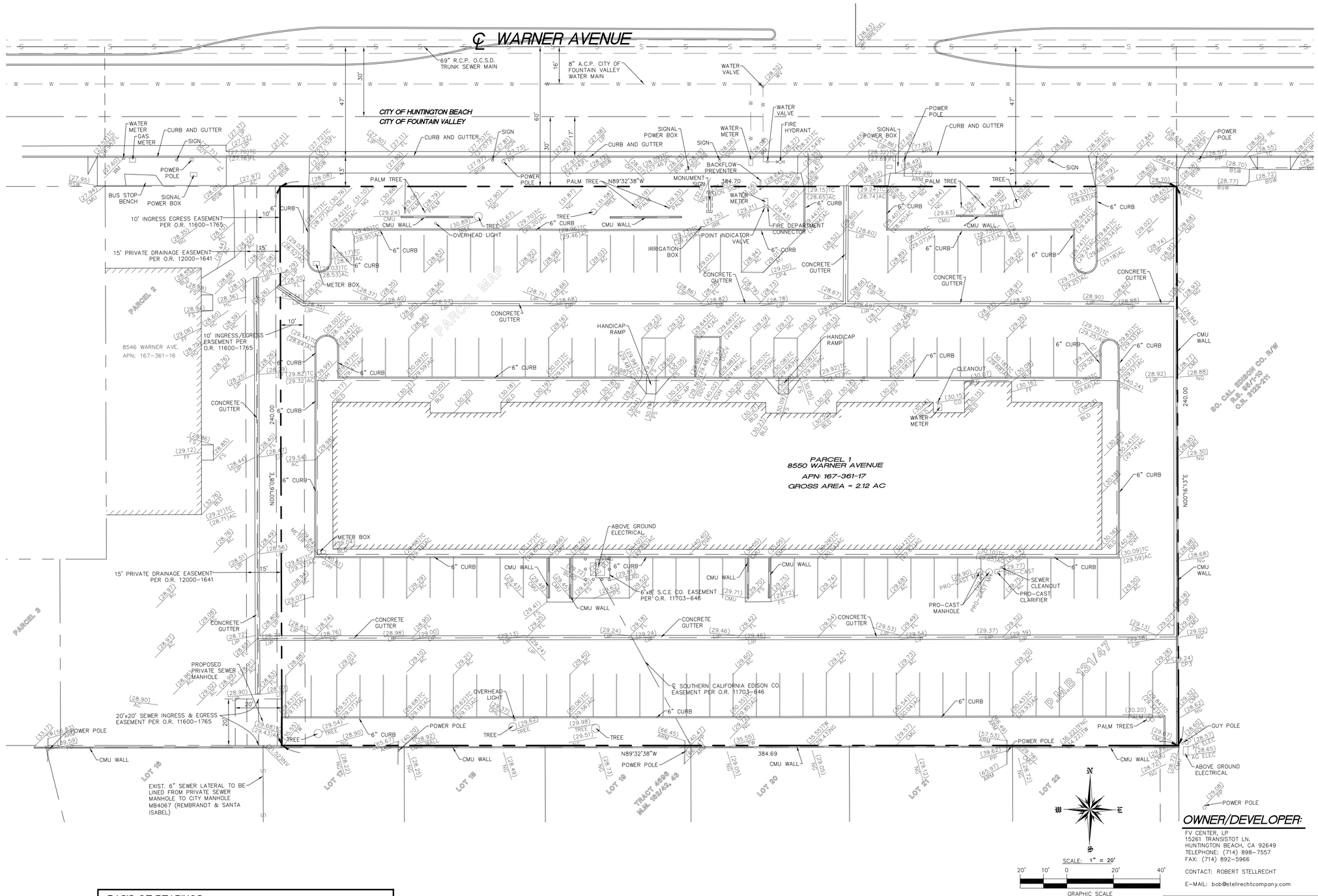
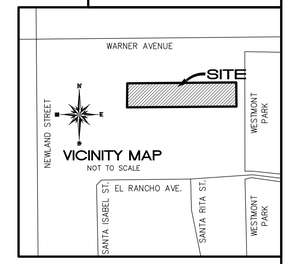
Architecture. Design. Relationships.



LEGEND

XXX.XX	PROPOSED ELEVATIONS
(XXX.XX)	EXISTING ELEVATIONS
	PROPERTY LINE
— X —	CHAIN LINK FENCE
— S —	SEWER LINE
— W —	WATER LINE
	BLOCK WALL
	BUILDING
	CONCRETE
	LANDSCAPING
CP	SURVEY CONTROL POINT
AC	ASPHALTIC CONCRETE
BSW	BACK OF SIDEWALK
CL	CENTERLINE
CLF	CHAIN LINK FENCE
+ ED	EXTRA DEPTH FOOTING
ED VLT	EDISON VAULT
EP	EDGE OF PAVEMENT
FF	FINISHED FLOOR
FL	FLOW LINE
FS	FINISHED SURFACE
GH SPK	GEARHEAD SPIKE
GTE VLT	GTE VAULT
LF	LINEAR FEET
LS	LANDSCAPE AREA
L.S.	LUMP SUM
NG	NATURAL GRADE
PP	POWER POLE
SF	SQUARE FEET
SMH	SEWER MANHOLE
SW	SIDEWALK
TC	TOP OF CURB
TG	TOP OF GRATE
TS	TOP OF STEP
TSW	TOP OF STEM WALL
WM	WATER METER
WV	WATER VALVE
WTR	WATER SERVICE



LEGAL DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FOUNTAIN VALLEY, COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1, AS SHOWN ON A MAP RECORDED IN BOOK 131, PAGES 46 AND 47 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN ALL OIL, GAS, MINERALS, AND HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND, BUT WITHOUT THE RIGHT OF ENTRY UPON ANY PORTION OF THE SURFACE OF SAID LAND FOR REMOVING OR MARKETING SAID SUBSTANCES, AS RESERVED IN THE DEED FROM C.C. BREADING AND WIFE, RECORDED JULY 15, 1955 IN BOOK 3139, PAGE 583, OFFICIAL RECORDS.

FOR CONVEYANCING PURPOSES ONLY: APN 167-361-17

OWNER/DEVELOPER:

FV CENTER, LP
15261 TRANSISTOT LN.
HUNTINGTON BEACH, CA 92649
TELEPHONE: (714) 898-7557
FAX: (714) 892-5966

CONTACT: ROBERT STELLRECHT

E-MAIL: bob@stellrechtcompany.com

ARCHTIECT:

AO ARCHITECTS
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ORANGE, CA 92866
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CONTACT: SCOTT RUTLEDGE

E-MAIL: scottr@aoarchitects.com

SURVEYOR:

JONES, CAHL & ASSOCIATES
18090 BEACH BLVD, SUITE #12
HUNTINGTON BEACH, CA 92648
TELEPHONE: (714) 848-0566
FAX: (714) 848-6322

CONTACT: DANIEL RUBIO, P.E., P.L.S

E-MAIL: jca@jonescahl.com

BASIS OF BEARINGS:

BEARINGS BASED ON FOUND MONUMENTS ALONG THE CENTERLINE OF WARNER AVENUE BEING NORTH 89°32'38" WEST AS PER PARCEL MAP, BOOK 131 PAGE 47, IN THE CITY OF FOUNTAIN VALLEY, COUNTY OF ORANGE, STATE OF CALIFORNIA.

BENCHMARK: 1D-93-87

DESCRIBED BY OCS 2002 – FOUND 3 3\4" OCS ALUMINUM BENCHMARK DISK STAMPED "1D-93-87 RESET FEB 1987", SET IN THE NORTHWEST CORNER OF A 5 FT. BY 5 FT. CONCRETE CATCH BASIN. MONUMENT IS LOCATED 6 FT. NORTH OF THE NORTHERLY CURB AND 104 FT. EAST OF THE END OF MERLE CIRCLE. MONUMENT IS SET LEVEL WITH THE SIDEWALK.

ELEV. 27.643 ; NAVD 88, YEAR LEVELED 2005
O.C.S. 1995 ADJUSTMENT

DIGALERT

SECTION 4216/4217 OF THE GOVERNMENT CODE REQUIRES A DIG ALERT IDENTIFICATION NUMBER BE ISSUED BEFORE A "PERMIT TO EXCAVATE" WILL BE VALID. FOR YOUR DIG ALERT I.D. NUMBER CALL UNDERGROUND SERVICE ALERT TOLL FREE **811** TWO WORKING DAYS BEFORE YOU DIG

DATE	BY	REVISION	APPROVED BY	REFERENCES

JONES, CAHL & ASSOCIATES
CONSULTING ENGINEERS
18090 Beach Boulevard - Huntington Beach
California 92648 - (714) 848-0566

DESIGNED:	R.H.	SCALE:	1" = 20'
DRAWN:	R.H.	DATE:	1/8/2025
CHECKED	D.R.	JOB NO.	23-2670

PREPARED UNDER THE DIRECTION OF:

DANIEL RUBIO P.L.S. 8239 DATE

FV CENTER, LP

EXISTING TOPOGRAPHY
8550 WARNER AVENUE

FOUNTAIN VALLEY **CALIFORNIA**

DWG. NO.	SHEET NO.	REV.
23-2670-EX	1 OF 4	0

NOTE:
- PROTECT IN PLACE EXISTING SIGNS AND FIRE HYDRANTS.

℄ WARNER AVENUE

CITY OF HUNTINGTON BEACH
CITY OF FOUNTAIN VALLEY

PARCEL 1
8550 WARNER AVENUE
APN: 167-361-17
GROSS AREA = 2.12 AC

PARCEL 2
8546 WARNER AVE.
APN: 167-361-16

PARCEL 3

N89°32'38"W 384.70

N89°32'38"W 384.69

N00°16'08"E 240.00

N00°16'13"E 240.00

S0. CAL. EDISON CO. R/W
R.S. 9671-19
O.R. 9122-211

SCALE: 1" = 20'

GRAPHIC SCALE

LEGEND

XXX.XX / (XXX.XX)	PROPOSED ELEVATIONS / EXISTING ELEVATIONS
	PROPERTY LINE
— X —	CHAIN LINK FENCE
— S —	SEWER LINE
— W —	WATER LINE
	BLOCK WALL
	BUILDING
	PROPOSED CONCRETE
	PROPOSED ASPHALT PAVEMENT

CP	SURVEY CONTROL POINT
AC	ASPHALTIC CONCRETE
BSW	BACK OF SIDEWALK
CL	CENTERLINE
CLF	CHAIN LINK FENCE
+ ED	EXTRA DEPTH FOOTING
ED VLT	EDISON VAULT
EP	EDGE OF PAVEMENT
FF	FINISHED FLOOR
FL	FLOW LINE
FS	FINISHED SURFACE
GH SPK	GEARHEAD SPIKE
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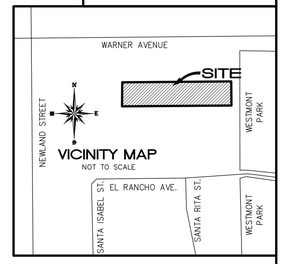
L.S.	LUMP SUM
NG	NATURAL GRADE
PP	POWER POLE
SF	SQUARE FEET
SMH	SEWER MANHOLE
SW	SIDEWALK
TC	TOP OF CURB
TG	TOP OF GRATE
TS	TOP OF STEP
TSW	TOP OF STEM WALL
WM	WATER METER
WV	WATER VALVE
WTR	WATER SERVICE



VICINITY MAP
NOT TO SCALE

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ELEV. 27.643 ; NAVD 88, YEAR LEVELED 2005
O.C.S. 1995 ADJUSTMENT

DATE	BY	REVISION	APPROVED BY	REFERENCES

JONES, CAHL & ASSOCIATES
CONSULTING ENGINEERS
18090 Beach Boulevard - Huntington Beach
California 92648 - (714) 848-0566

DESIGNED:	R.H.	SCALE:	1" = 20'
DRAWN:	R.H.	DATE:	1/8/2025
CHECKED	D.R.	JOB NO.	23-2670

PREPARED UNDER THE DIRECTION OF:

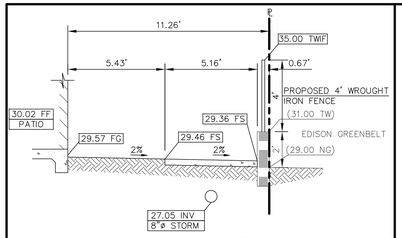
DANIEL RUBIO R.C.E. 60934 DATE

FV CENTER, LP

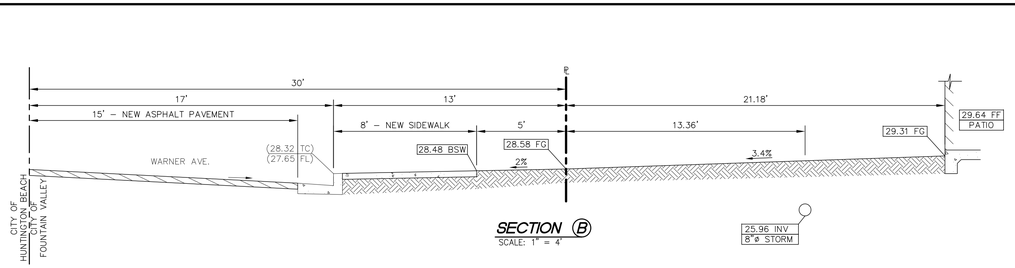
PRELIMINARY GRADING PLAN
8550 WARNER AVENUE

FOUNTAIN VALLEY CALIFORNIA

DWG. NO.	SHEET NO.	REV.
23-2670-PGP	2 OF 4	0



SECTION (A)
SCALE: 1" = 4'



SECTION (B)
SCALE: 1" = 4'

BASIS OF BEARINGS:

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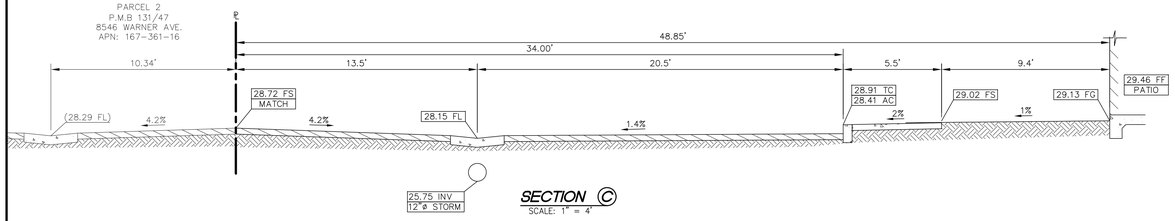
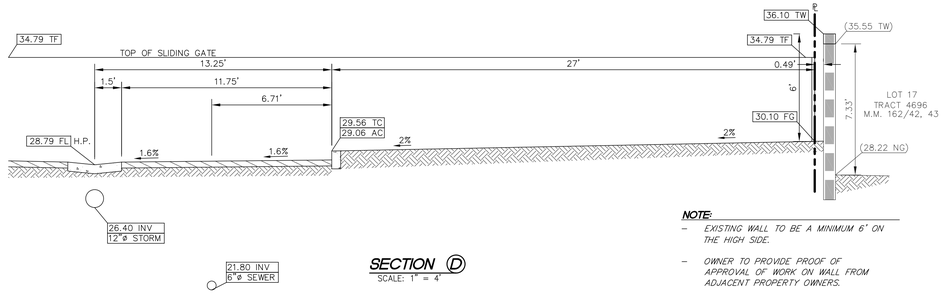
ELEV. 27.643 ; NAVD 88, YEAR LEVELED 2005
O.C.S. 1995 ADJUSTMENT

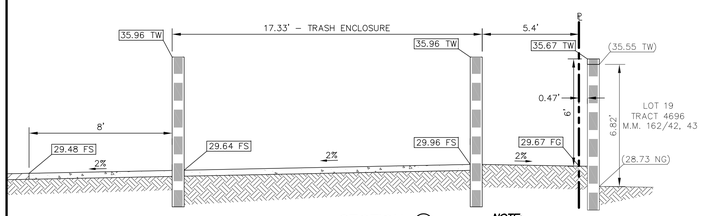


SECTION (C)
SCALE: 1" = 4'



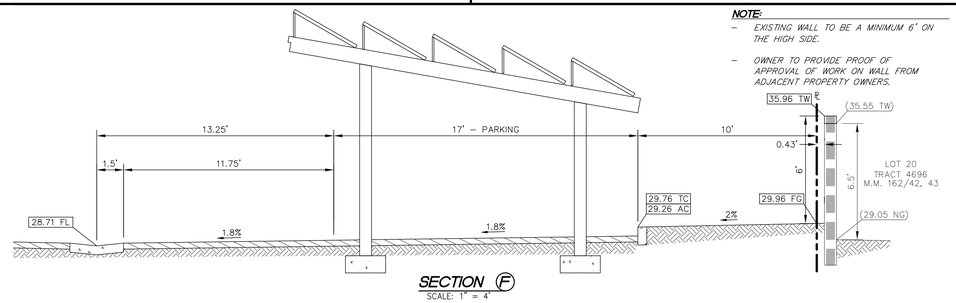
SECTION (D)
SCALE: 1" = 4'

NOTE:
- EXISTING WALL TO BE A MINIMUM 6' ON THE HIGH SIDE.
- OWNER TO PROVIDE PROOF OF APPROVAL OF WORK ON WALL FROM ADJACENT PROPERTY OWNERS.



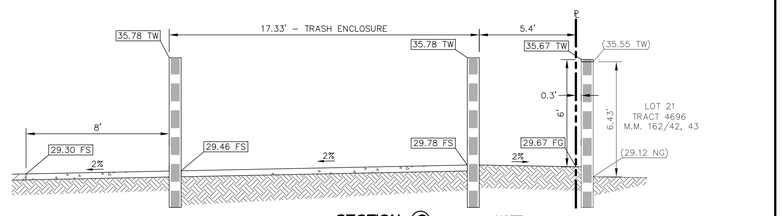
SECTION (E)
SCALE: 1" = 4'

NOTE:
- EXISTING WALL TO BE A MINIMUM 6' ON THE HIGH SIDE.
- OWNER TO PROVIDE PROOF OF APPROVAL OF WORK ON WALL FROM ADJACENT PROPERTY OWNERS.



SECTION (F)
SCALE: 1" = 4'

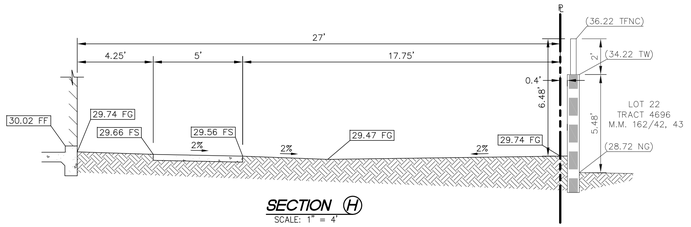
NOTE:
- EXISTING WALL TO BE A MINIMUM 6' ON THE HIGH SIDE.
- OWNER TO PROVIDE PROOF OF APPROVAL OF WORK ON WALL FROM ADJACENT PROPERTY OWNERS.



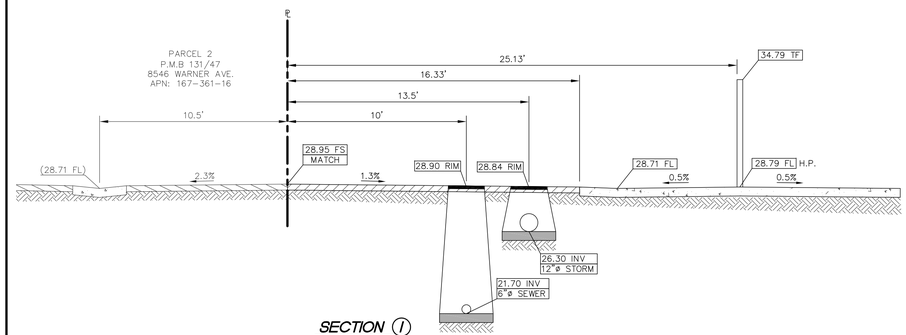
SECTION (G)
SCALE: 1" = 4'

NOTE:
- EXISTING WALL TO BE A MINIMUM 6' ON THE HIGH SIDE.
- OWNER TO PROVIDE PROOF OF APPROVAL OF WORK ON WALL FROM ADJACENT PROPERTY OWNERS.

NOTE:
- EXISTING WALL TO BE A MINIMUM 6' ON THE HIGH SIDE.
- OWNER TO PROVIDE PROOF OF APPROVAL OF WORK ON WALL FROM ADJACENT PROPERTY OWNERS.



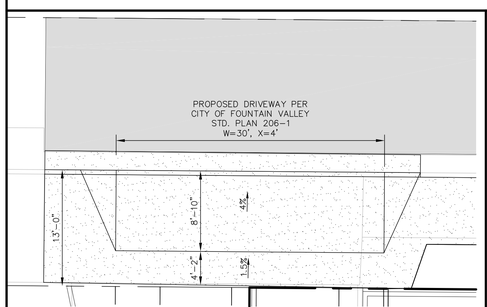
SECTION (H)
SCALE: 1" = 4'



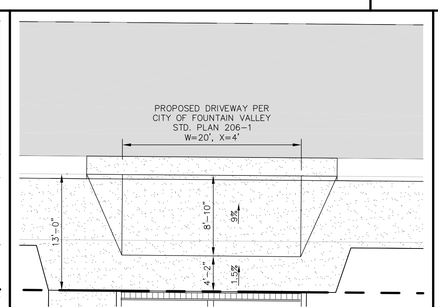
SECTION (I)
SCALE: 1" = 4'

EXISTING WALL NOTE:
EXISTING PERIMETER WALL TO BE RESTUCCO PER ARCHITECTURAL AND LANDSCAPE SPECIFICATIONS

FENCE NOTE:
POWDERCOATED TUBE STEEL FENCE PER ARCHITECTURAL AND LANDSCAPE SPECIFICATIONS



WESTERLY DRIVE APPROACH
SCALE: 1" = 8'



EASTERLY DRIVE APPROACH
SCALE: 1" = 8'

DATE	BY	REVISION	APPROVED BY	REFERENCES

DIGALERT

SECTION 4216/4217 OF THE GOVERNMENT CODE REQUIRES A DIG ALERT IDENTIFICATION NUMBER BE ISSUED BEFORE A "PERMIT TO EXCAVATE" WILL BE VALID. FOR YOUR DIG ALERT I.D. NUMBER CALL UNDERGROUND SERVICE ALERT TOLL FREE **811** TWO WORKING DAYS BEFORE YOU DIG

JONES, CAHL & ASSOCIATES
CONSULTING ENGINEERS
18090 Beach Boulevard - Huntington Beach
California 92648 - (714) 848-0366

DESIGNED:	R.H.	SCALE:	1" = 20'
DRAWN:	R.H.	DATE:	1/8/2025
CHECKED	D.R.	JOB NO.	23-2670

PREPARED UNDER THE DIRECTION OF:

DANIEL RUBIO R.C.E. 60934 DATE

FV CENTER, LP

SECTIONS
8550 WARNER AVENUE

FOUNTAIN VALLEY CALIFORNIA

DWG. NO.	SHEET NO.	REV.
23-2670-SECT	3 OF 4	0

NOTE:
- PROTECT IN PLACE EXISTING SIGNS AND FIRE HYDRANTS.

℄ WARNER AVENUE

CITY OF HUNTINGTON BEACH
CITY OF FOUNTAIN VALLEY

EXISTING BUS STOP TO BE RELOCATED TO BE COORDINATED WITH O.C.T.A.

RELOCATED BUS STOP TO BE COORDINATED WITH O.C.T.A.

PROPOSED PARKWAY DRAIN

PROPOSED 8" SIDEWALK

69" R.C.P. O.C.S.D. TRUNK SEWER MAIN

8" A.C.P. CITY OF FOUNTAIN VALLEY WATER MAIN

PROPOSED 6" GATE VALVE
PROPOSED 2" IRRIGATION
PROPOSED 8" GATE VALVE
PROPOSED 4" DOMESTIC TO BE LOOPED
PROPOSED 8" FIRE SERVICE
PROPOSED 8" GATE VALVE
PROPOSED 8" FIRE SERVICE
PROPOSED 8" GATE VALVE
PROPOSED 4" DOMESTIC TO BE LOOPED
PROPOSED 8" GATE VALVE
PROPOSED 6" GATE VALVE

PROPOSED 4" DOMESTIC BACKFLOW
PROPOSED 2" IRRIGATION BACKFLOW
PROPOSED DDCV WITH FDC
PROPOSED DDCV WITH FDC
PROPOSED 4" DOMESTIC BACKFLOW

N89°32'38"W 384.70

PROPOSED BIO-CLEAN MWS-L-8-16-V

PROPOSED MANHOLE W/ 2 SUMP PUMPS

10' INGRESS EGRESS EASEMENT PER O.R. 11703-646

15' PRIVATE DRAINAGE EASEMENT PER O.R. 12000-164

PARCEL 2

8546 WARNER AVE.
APN: 167-361-16

PARCEL 3

PROPOSED FIRE HYDRANT

PROPOSED 6" SEWER MAIN

PROPOSED 4" DOMESTIC

PROPOSED 8" FIRE SERVICE

PARCEL 1
8550 WARNER AVENUE
APN: 167-361-17
GROSS AREA = 2.12 AC

PROPOSED 6" SEWER MAIN

PROPOSED 8" FIRE SERVICE

PROPOSED 4" DOMESTIC

PROPOSED 8" FIRE SERVICE

PROPOSED 4" DOMESTIC

PROPOSED 8" FIRE SERVICE

PROPOSED 6" SEWER MAIN

PROPOSED FIRE HYDRANT

PROPOSED 4" DOMESTIC

PROPOSED 8" FIRE SERVICE

PROPOSED PRIVATE SEWER MANHOLE

NEW TRANSFORMER

PROPOSED 6" SEWER MAIN

20'x20' SEWER INGRESS & EGRESS EASEMENT PER O.R. 11600-1765

CONTRACTOR TO FIELD VERIFY ELEVATION OF SEWER

EXIST. 6" SEWER LATERAL TO BE LINED FROM PRIVATE SEWER MANHOLE TO CITY MANHOLE MB4067 (REMBRANDT & SANTA ISABEL)

N89°32'38"W 384.69

TRACT 4698 M.M. 193/42, 43

LOT 16 LOT 17 LOT 18 LOT 19 LOT 20 LOT 21 LOT 22

SO. CAL. EDISON CO. R/W R.S. 9671-B O.R. 9122-231

PALM TRACT

N00°16'08"E 240.00

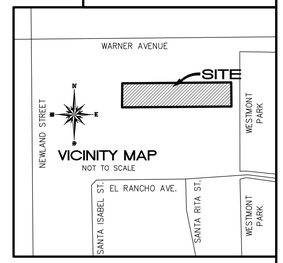
N00°16'13"E 240.00

SCALE: 1" = 20'
20' 10' 0 20' 40'
GRAPHIC SCALE

LEGEND

XXX.XX / (XXX.XX)	PROPOSED ELEVATIONS / EXISTING ELEVATIONS
	PROPERTY LINE
— X —	CHAIN LINK FENCE
— S —	SEWER LINE
— W —	WATER LINE
	BLOCK WALL
	BUILDING
	CONCRETE
	LANDSCAPING

CP	SURVEY CONTROL POINT
AC	ASPHALTIC CONCRETE
BSW	BACK OF SIDEWALK
CL	CENTERLINE
CLF	CHAIN LINK FENCE
+ ED	EXTRA DEPTH FOOTING
ED VLT	EDISON VAULT
EP	EDGE OF PAVEMENT
FF	FINISHED FLOOR
FL	FLOW LINE
FS	FINISHED SURFACE
GH SPK	GEARHEAD SPIKE
GTE VLT	GTE VAULT
LF	LINEAR FEET
LS	LANDSCAPE AREA
L.S.	LUMP SUM
NG	NATURAL GRADE
PP	POWER POLE
SF	SQUARE FEET
SMH	SEWER MANHOLE
SW	SIDEWALK
TC	TOP OF CURB
TG	TOP OF GRATE
TS	TOP OF STEP
TSW	TOP OF STEM WALL
WM	WATER METER
WV	WATER VALVE
WTR	WATER SERVICE



VICINITY MAP
NOT TO SCALE

LEGAL DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FOUNTAIN VALLEY, COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1, AS SHOWN ON A MAP RECORDED IN BOOK 131, PAGES 46 AND 47 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN ALL OIL, GAS, MINERALS, AND HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND, BUT WITHOUT THE RIGHT OF ENTRY UPON ANY PORTION OF THE SURFACE OF SAID LAND FOR REMOVING OR MARKETING SAID SUBSTANCES, AS RESERVED IN THE DEED FROM C.C. BREADING AND WIFE, RECORDED JULY 15, 1955 IN BOOK 3139, PAGE 583, OFFICIAL RECORDS.

FOR CONVEYANCING PURPOSES ONLY: APN 167-361-17

OWNER/DEVELOPER:

FV CENTER, LP
15261 TRANSISTOT LN.
HUNTINGTON BEACH, CA 92649
TELEPHONE: (714) 898-7557
FAX: (714) 892-5966

CONTACT: ROBERT STELLRECHT

E-MAIL: bob@stellrechtcompany.com

ARCHITECT:

AO ARCHITECTS
144 NORTH ORANGE STREET
ORANGE, CA 92866
TELEPHONE: (714) 639-9860

CONTACT: SCOTT RUTLEDGE

E-MAIL: scottr@aoarchitects.com

CIVIL ENGINEER:

JONES, CAHL & ASSOCIATES
18090 BEACH BLVD. SUITE #12
HUNTINGTON BEACH, CA 92648
TELEPHONE: (714) 848-0566
FAX: (714) 848-6322

CONTACT: DANIEL RUBIO, P.E., P.L.S

E-MAIL: jca@jonescahl.com

DIGALERT

SECTION 4216/4217 OF THE GOVERNMENT CODE REQUIRES A DIG ALERT IDENTIFICATION NUMBER BE ISSUED BEFORE A "PERMIT TO EXCAVATE" WILL BE VALID. FOR YOUR DIG ALERT I.D. NUMBER CALL UNDERGROUND SERVICE ALERT TOLL FREE
811
TWO WORKING DAYS BEFORE YOU DIG

BASIS OF BEARINGS:

BEARINGS BASED ON FOUND MONUMENTS ALONG THE CENTERLINE OF WARNER AVENUE BEING NORTH 89°32'38" WEST AS PER PARCEL MAP, BOOK 131 PAGE 47, IN THE CITY OF FOUNTAIN VALLEY, COUNTY OF ORANGE, STATE OF CALIFORNIA.

BENCHMARK: 1D-93-87

DESCRIBED BY OCS 2002 – FOUND 3 3\4" OCS ALUMINUM BENCHMARK DISK STAMPED "1D-93-87 RESET FEB 1987", SET IN THE NORTHWEST CORNER OF A 5 FT. BY 5 FT. CONCRETE CATCH BASIN. MONUMENT IS LOCATED 6 FT. NORTH OF THE NORTHERLY CURB AND 104 FT. EAST OF THE END OF MERLE CIRCLE. MONUMENT IS SET LEVEL WITH THE SIDEWALK.

ELEV. 27.643 ; NAVD 88, YEAR LEVELED 2005
O.C.S. 1995 ADJUSTMENT

DATE	BY	REVISION	APPROVED BY	REFERENCES

JONES, CAHL & ASSOCIATES
CONSULTING ENGINEERS
18090 Beach Boulevard · Huntington Beach
California 92648 · (714) 848-0566

DESIGNED:	R.H.	SCALE:	1" = 20'
DRAWN:	R.H.	DATE:	1/8/2025
CHECKED	D.R.	JOB NO.	23-2670

PREPARED UNDER THE DIRECTION OF:

DANIEL RUBIO R.C.E. 60934 DATE

FV CENTER, LP

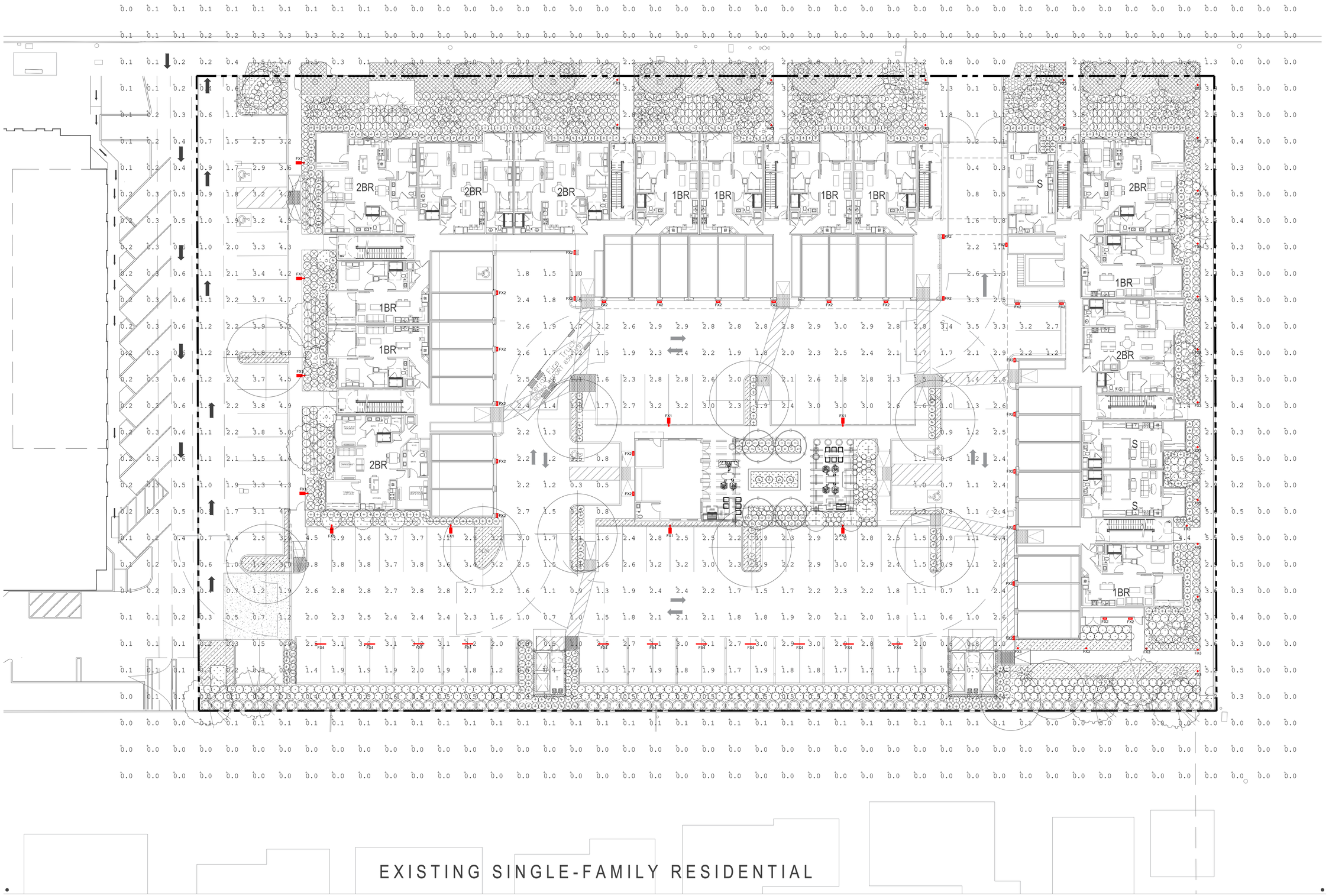
PRELIMINARY UTILITY PLAN
8550 WARNER AVENUE

FOUNTAIN VALLEY CALIFORNIA

DWG. NO. 23-2670-UP

SHEET NO. 4 OF 4

REV. 0



KGM
270 CORAL CIRCLE
EL SEGUNDO, CA 90245
TEL 310.552.2191
FAX 310.552.2192
www.kgmlighting.com

PROJECT

8550 WARNER AVENUE

ARCHITECT

OWNER:

REVISIONS:	
DATE	ISSUE
2024-05-16	LIGHTING CALC SET
2024-06-24	LIGHTING CALC SET
2025-01-08	PLAN SET

DRAWN BY.	CHECKED BY.	APPROVED BY.
J.C.	J.C.	D.M.

PROJECT NO.

KGM # 24.0009

SCALE

1/16"=1'-0"

SHEET IDENTIFICATION

SITE LIGHTING PHOTOMETRIC

LT 1.1

fixture: project:

DETAILS

Standard Patterns with 90° Corners

SPECIFICATIONS

LED System
Proprietary linear LED module incorporates premium LEDs on a robust platform to achieve excellent thermal management. LEDs are placed to promote a uniform appearance. Available in 3000K, 3500K or 4000K with CRI>80, 3500K&4000K LED modules and drivers are replaceable from below.

Construction
One piece extruded aluminum housing. Cast aluminum end caps. 3' unit weight: 7.0 lbs., 4' unit weight: 9.6 lbs, 5' unit weight: 12 lbs.

Optic
Reflectors fabricated of 22 Ga. steel finished in High Reflectance White powder coat. Extruded acrylic lens .07" thick with satin finish, up to 8' continuous.

Electrical
Luminaires are pre–wired with factory installed branch circuit wiring and over–molded quick connects. Standard 120-277V constant current driver includes 0-10V analog dimming. Power factor > .9.

Emergency Battery
Output - 10 watts for 90 minutes. Maximum mounting height: 113ft.

Labels
UL and cUL Listed. Suitable for Dry, Damp or Wet Locations, indoor use only. Specify Outdoor rated (OD) for outdoor covered ceiling applications. IP65 per IEC 60529 ensures that the enclosure is dust-tight and protected against jet streams of water from any direction without any harmful effects.

Finish
Polyester powder coat applied over a multi-stage pre-treatment. Canopy and cord white as standard.

Lumen Maintenance
Reported: L70 = 81000 hours Calculated: L70 at > 270,000 hours
L90 = 61,000 hours L90 at > 73,000 hours
(Derived from EPA TM-21 calculator. Based on typical conditions, consult factory for additional data.)

Reliability
At Focal Point, our products are designed to stand the test of time. Each luminaire is engineered using superior components, manufactured with the utmost care and rigorously tested. Contact us for reliability data.

Warranty
LED System rated for operation in ambient environments up to 25°C. 5-year limited warranty. Fixture with Outdoor rated (OD) option must be installed in a covered ceiling and is warranted for operation in ambient environments between -20°C to +40°C.

4' PERFORMANCE CHART

Shielding	Lumens per Foot	Delivered Lumens	Tested System Watts	LPW
Flush Lens	125LF	500	5	96
	250LF	1000	13	80
	375LF	1500	19	79
	625LF	2500	33	76

Based on 3000K, 80 CRI, 0-10V driver at full output and a 120 Volt input voltage (see page 2 for more info).

Focal Point LLC reserves the right to change specifications for product improvement without notification.

ORDERING

Luminaire Series		**FSM2LWLS**
Seam 2 LED Wet Location	FSM2LWLS	
Shielding		**FL**
Flush Satin Lens	FL	
Lumen Output		
125 Lumens per foot (LO & C only, 4' standard)	125LF	
250 Lumens per foot (2' minimum with LO+C)	250LF	
375 Lumens per foot (4' minimum with LO+C)	375LF	
625 Lumens per foot (4' minimum with LO+C)	625LF	
Color Temperature		
3000K, 80+ CRI	30K	
3500K, 80+ CRI	35K	
4000K, 80+ CRI	40K	
Circuits & Zones		
1 Circuit, non-emergency Consult Ordering Guide on page 3 for multiple circuiting and zoning options	1C _C _Z, DL	
Voltage		**UNV**
120/277 UNV Volt	UNV	
Control System & Dimming Level		
0-10V - 10% Dimming	LDI	
0-10V - 1% Dimming Lutron Hi-Lume Ecosystem	LTI	
1% Dimming (5' maximum length)	LHI	
Mounting		**SM**
Surface Mount	SM	
Factory Options (See Ordering Guide on page 3 for ordering instructions & more options)		
Daylight Circuit	_DC	
Emergency Circuit	_EC	
Emergency Battery Pack	_EM	
Emergency Control Device* (*or motorola, lutron, acuity or similar)	_ECD	
IP65 Rated (individual units only)	IP65	
Outdoor Rated (LO+C only, not available with IP65)	OD	
Finish		**WH**
Matte White Housing	WH	
Luminaire Length		
Specify luminaire/row length in 1" increments	X"	
Pattern Options (4' standard length)		
"L" pattern	A' x B'	
"U" pattern	A' x B' x C'	
Rectangular pattern	A' x B' R	

FX4

ANP Lighting — Specifications BL0131

Project: _____
Fixture Type: _____ Quantity: _____
Customer: _____

Specifications

Material:
All parts are A356 cast aluminum and all mounting hardware shall be stainless steel or zinc plated steel.

Lens:
PMMA Optical lens.

Mounting:
Direct burial bolts are 3/8" x 10" z 3" spacing, nuts and washers shall be hot dipped galvanized steel.

Bolt pattern diameter is 7 /8".

Drivers:
Universal voltage 120-277 is standard. 0-10V, TRIAC and ELV dimming to 1% is standard.

See page 2 table for more LED engine and driver specifications.

Electrical:
20KA max/10KA nominal surge protection device is standard

Certifications:
UL Listed for outdoor, wet location. UL 1598 Standard for Safety for Lighting Luminaires.

Finish:
A polyester powder coat high quality finish.

Marine grade finish is available.

Modifications:
Consult factory for custom or modified designs.

BL0131
Siteline Bollard
Weight: 12 lbs

Catalog Logic: BL0131 . A010LD2 . T5 . 40K . - . N/A . / . 72
Bollard Series . Light Source & Wattage . Optics . CCT . Accessories . Finish

Catalog Number: BL0131 [1] [2] [3] [4] [5]

1 LIGHT SOURCE & WATTAGES

A010LD2	(10W LED Array)
A018LD4	(18W LED Array)
A032LD8	(32W LED Array)

2 OPTICS

T1	(Type I)
T2	(Type II)
T3	(Type III)
T5	(Type V)

3 COLOR TEMPERATURE (CCT)

27K	(2700K)
30K	(3000K)
35K	(3500K)
40K	(4000K)

4 ACCESSORIES

HLMSN	(Integral high-low motion sensor; **See page 2 for specifications**)
HSS180-1	(180° House Side Shield for BL0131)
*BOLT	(Eye Bolt)
ENG-LED06	(6W, LED Emergency Driver)
ENG-LED10	(10W, LED Emergency Driver)
ENG-LED18	(18W, LED Emergency Driver; **only compatible with 18w and 32w;**
ENG-LED20	(20W, LED Emergency Driver; **only compatible with 32w;**
*GFI15	(15 amp GFCI receptacle outlet)
*GFI20	(20 amp GFCI receptacle outlet)
*GFI WPU	(20 amp GFCI receptacle w/weather proof in-use cover)

*Accessory finish will match fixture finish.

5 FINISHES

"Premium and Marine Grade Finish have additional charges

Standard Colors	Matte Code*	Gloss Code*	Standard Colors	Textured Code	Matte Code*
Aspen Green	16	15M	Architectural Bronze	81	51M
Cantaloupe	15	11K	Patina Verde	82	52M
Lilac	12	13M	Copper Clay	83	53M
Putty	13	13K	Silver	98	58M
Raw Unfinished	48	NA	Black Verde	84	61M
Black	41	41M	Painted Chrome	76	70M
Forest Green	42	42M	Painted Copper	71	71M
Bright Red	43	43M	Textured Black	72	72M
White	44	44M	Matte Black	73	73M
Bright Blue	45	45M	Textured Architectural Bronze	78	78M
Sunny Yellow	46	46M	Textured White	77	77M
Aqua Green	47	47M	Textured Silver	79	79M
Galvanized	49	NA	**PREMIUM FINISH**	Premium Matte Code*	Premium Gloss Code*
Navy	40	50M	**Carbon Graphite**	86	56M

Consult Factory for additional paint charges and availability.

2023 ANP Lighting™. Spec sheets are for general purposes only. Not all options are compatible – consult factory. Due to product improvements, ANP reserves the right to make minor changes which do not affect the product's overall performance or appearance.

1-800-548-3227
ANPlighting.com

8/8/2022

FX3

ANP Lighting — SLW09

Project: _____
Fixture Type: _____ Quantity: _____
Customer: _____

Specifications

Material:
All parts are A356 cast aluminum. All mounting hardware shall be stainless steel or zinc plated steel.

Lens:
PMMA Optical Lens lens.

Mounting:
Universal mounting plate for non-combustible material (one 4" standard Junction Box (others). Hardware only.

Drivers:
Universal voltage 120-277 is standard. 0-10V, TRIAC and ELV dimming to 1% is standard.

See page 2 table for more LED engine and driver specifications.

Certifications:
UL Listed for outdoor, wet location. UL1598 Standard for Safety for Lighting Luminaires.

Finish:
A polyester powder coat high quality finish.

Marine grade finish is available.

Modifications:
Consult factory for custom or modified designs.

SLW09
Siteline Wall Mount
Weight: 4 lbs

Catalog Logic: SLW09 . A010LD2 . T5 . 40K . - . N/A . / . 72
Bollard Series . Light Source & Wattage . Optics . CCT . Accessories . Finish

Catalog Number: SLW09 [1] [2] [3] [4] [5]

1 LIGHT SOURCE & WATTAGES

A010LD2	(10W LED Array)
A018LD4	(18W LED Array)
A032LD8	(32W LED Array)

2 OPTICS

T1	(Type I)
T2	(Type II)
T3	(Type III)
T5	(Type V)

3 COLOR TEMPERATURE (CCT)

27K	(2700K)
30K	(3000K)
35K	(3500K)
40K	(4000K)

4 ACCESSORIES**

*ENG-LED06	(6W, LED Emergency Driver)
*ENG-LED10	(10W, LED Emergency Driver)
*ENG-LED18	(18W, LED Emergency Driver; **only compatible with 18w and 32w;**
*ENG-LED20	(20W, LED Emergency Driver; **only compatible with 32w;**
PC	(Button Photo Cell)

* Emergency LED drivers are integral to luminaire

**Accessory finish will match fixture finish.

5 FINISHES

"Premium and Marine Grade Finish have additional charges

Standard Colors	Matte Code*	Gloss Code*	Standard Colors	Textured Code	Matte Code*
Aspen Green	16	15M	Architectural Bronze	81	51M
Cantaloupe	15	11K	Patina Verde	82	52M
Lilac	12	13M	Copper Clay	83	53M
Putty	13	13K	Silver	98	58M
Raw Unfinished	48	NA	Black Verde	84	61M
Black	41	41M	Painted Chrome	76	70M
Forest Green	42	42M	Painted Copper	71	71M
Bright Red	43	43M	Textured Black	72	72M
White	44	44M	Matte Black	73	73M
Bright Blue	45	45M	Textured Architectural Bronze	78	78M
Sunny Yellow	46	46M	Textured White	77	77M
Aqua Green	47	47M	Textured Silver	79	79M
Galvanized	49	NA	**PREMIUM FINISH**	Premium Matte Code*	Premium Gloss Code*
Navy	40	50M	**Carbon Graphite**	86	56M

Consult Factory for additional paint charges and availability.

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1-800-548-3227
ANPlighting.com

8/8/2022

FX2 MOUNTING HEIGHT @ 10' ABOVE FINISH FLOOR

ANP Lighting — SLP34 / SLP39

Project: _____
Fixture Type: _____ Quantity: _____
Customer: _____

Specifications

Material:
All parts are durable 356 cast aluminum and all hardware shall be stainless steel or zinc plated steel.

All hardware provided shall be stainless steel or zinc plated steel.

Fixture Mounting:
Post Top: Patent-pending clamping system allows fixture to be mounted to pole with no visible hardware.

Drivers:
Universal voltage 120-277V is standard. 0-10V dimming to 10% is standard for Light Guide LED.

See engine 2-4 tables for more LED engine and driver specifications.

Electrical:
20KA max/10KA nominal surge protection device is standard.

Connections to power and dimming leads are inside luminaire head. Optional terminal block.

Finish:
A polyester powder coat high quality finish.

Marine grade finish is available.

Modifications:
Consult factory for custom or modified designs.

SLP34 / SLP39
Siteline Pole Mount

Catalog Logic: SLP39 . CPL120W46 . T5 . 40K . - . SQL . - . 13-90° . - . 5° . PC . / . 72
Fixture Size . Light Source . Optics . CCT . Mounting Option . Height & Orientation . Pole Accessory . Pole Diameter . Finish

Weight: SLP34 27.0 lbs
SLP39 35.0 lbs

EPA: SLP34 0.71
SLP39 0.80

Catalog Number

	1	2/3	4	5	6	7	8	9	10
Fixture #1				–					
Fixture #2				–					
Fixture #3				–					

	1	2	3	4
Pole Part Number		–		

BOLT DOWN ROUND POLE SPEC SHEET

1 FIXTURE SIZE

SLP34	(34" X 14 1/4" X 3 1/8")
SLP39	(39" X 16 1/2" X 3 1/8")

2 LIGHT SOURCE SLP34

Performance Platform		Edge Lit Comfort Optic	
CPS30W10	(30W Ceramic LED)	E030LDS	(30W Light Guide LED)
CPS39W10	(39W Platform LED/ CA Title 24)	E039LDS	(39W Light Guide LED/ CA Title 24)
CPS40W10	(40W Ceramic LED)	E050LDS	(50W Light Guide LED)
CPM70W10	(70W Ceramic LED)	E065LDS	(65W Light Guide LED)
CPM90W34	(90W Ceramic LED)	E080LDS	(80W Light Guide LED)

3 LIGHT SOURCE SLP39

Performance Platform		Edge Lit Comfort Optic	
CPM70W20	(70W Ceramic LED)	E065LDL	(65W Light Guide LED)
CPM90W34	(90W Ceramic LED)	E075LDL	(75W Light Guide LED)
CPL120W45	(120W Ceramic LED)	E080LDL	(80W Light Guide LED)
		E090LDL	(90W Light Guide LED)
		E100LDL	(100W Light Guide LED)

4 OPTICS

T2	(Type II)*
T3	(Type III)
T4	(Type IV)
T5	(Type V)

*Small Light guide panel Type 2 distribution is limited to 30W Ceramic LED or 39W Platform LED.

*Large Light Guide Panel Type 2 distribution is limited to 120W of power (See Performance Charts)

5 COLOR TEMPERATURE (CCT)

27K	(2700K)
30K	(3000K)
35K	(3500K)
40K	(4000K)

6 MOUNTING OPTION

SQL	(Single Fixture)
BTB	(Back to Back Adapter; Twin 180° Back to Back)

7 HEIGHT & ORIENTATION

X' - X	**(Mounting Height - Orientation to Hand Hole)**
Examples:	
13-0	(13' Mounting Height, 0° to Handhole)
13-90	(13' Mounting Height, 90° to Handhole)
13-180	(13' Mounting Height, 180° to Handhole)
13-270	(13' Mounting Height, 270° to Handhole)
N/A	Pole By Others

* Order pole 1" longer than highest fixture mounting height. **Refer to "Height of pole above luminaire top (see detail drawing)"**

BOLT DOWN ROUND POLE SPEC SHEET

8 POLE DIAMETER

4	(4" Pole; Not available for SLP39)
5	(5" Pole)
6	(6" Pole)

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8/8/2022

FX1 MOUNTING HEIGHT @ 18' ABOVE FINISH FLOOR

REVISIONS:	
DATE	ISSUE
2024-05-16	LIGHTING CALC SET
2024-06-24	LIGHTING CALC SET
2025-01-08	PLAN SET

270 CORAL CIRCLE
EL SEGUNDO, CA 90245
TEL 310.552.2191
FAX 310.552.2192
www.kgmlighting.com

PROJECT

8550 WARNER AVENUE

ARCHITECT

OWNER:

DRAWN BY.	CHECKED BY.	APPROVED BY.
J.C.	J.C.	D.M.

PROJECT NO.

KGM # 24.0009

SCALE

NOT TO SCALE

SHEET IDENTIFICATION

FIXTURE CUTSHEETS

LT 1.2

Revised Project Description
Parkside Fountain Valley
8550 Warner Avenue

January 12, 2025

As requested in the letter dated December 16, 2024, the following is a revised project description

General Information

The owner of the existing commercial center located at 8550 Warner Avenue in Fountain Valley is requesting a General Plan Amendment from Local Commercial to High Density Residential and a Zoning Map Amendment from C1 Local Business to R4 High Density Residential in order to construct a 72 unit apartment complex with a 14% Density Bonus with 15% affordable units for very low income households.

The site is 2.119 acres and fronts directly onto Warner Avenue located approximately 500 feet east of Newland Street. Adjacent uses include: an existing veterinarian, an ARCO gasoline station, a former drive-thru dairy to the west; Westmont Park (Edison right-of-way) to the east; single family dwellings to the south; and single family dwellings across Warner Avenue (Huntington Beach) to the north.

The existing 18,782 sq ft commercial center, constructed in the mid 1970's, has approximately 14,782 sq ft devoted to general commercial uses and 4,000 sq ft designated as a restaurant pad which is currently vacant. Over the past ten years, in response to increased competition from national chains such as Walmart, Best Buy, and Target; big box retailers (such as Sam's Club and Costco); and increased online sales.

Community Outreach

The property owner has conducted two (2) community meetings to preview and discuss the proposed project. In November of 2022, adjacent single family property owners and tenants located on El Rancho Avenue were provided notice for a forthcoming community meeting. On December 17, 2022 the property owner met with adjacent neighbors at the site to preview the project. Of the seven (7) households on El Rancho Avenue, only four (4) residents attended the community meeting and did not have a major concern with the proposed project.

Another community meeting was held on Wednesday, November 6, 2024 from 6:30 to 8 pm at Heritage Park. Over 450 notices were mailed out to property owners and tenants which conforms with the 1,000 ft radius recently adopted by the FV City Council. Only two (2) households (3 people) showed attended the meeting. One household lives on El Rancho Avenue and the other person resides in the tract located across Warner Ave in Huntington Beach. The stated concerns were:

- Traffic impacts to Warner Avenue and Newland Street
- Ingress and egress to the project
- Potential noise impacts from air conditioner units
- Overflow parking into the neighborhoods
- Privacy impacts to El Rancho Avenue households
- Short term construction impacts
- Height of the walls along the eastern and southern property line

During the community meeting **it was emphasized to all the attendees** that their concerns plus others will be thoroughly analyzed by staff as part of the environmental review and public hearing process.

Proposed General Plan Amendment and Zoning Map Amendment

The proposed general plan amendment from Local Commercial to High Density Residential to allow the proposed 72 unit apartment complex with a 14% density bonus and 15% affordable housing units for very low income households will ensure ensures and maintain internal consistency with the actions, goals, objectives and policies of the general plan, and will not create any inconsistencies with the City of Fountain Valley General Plan.

The economic trend for the majority of the floor area in the center has experienced a decline in retail uses and an increase in service related uses. Currently only 36% of the floor area is occupied. Only12% of the occupied floor area is devoted to retail uses (thrift store and a fishing tackle shop). Approximately 24% of the floor area is devoted to service uses (nail salon, weight clinic, hair salon, chiropractor, and video repair). The balance of the floor area in the center 64% (including the restaurant pad) is vacant.

Over the years a number of restaurant businesses have come and gone in the commercial center. The last restaurant (Azteca Mexican Food) only lasted less than a year. The consequences of the recent pandemic plus the constraints of the location of the commercial center (not located on the corner of primary arterial streets, mid-block location, coupled with an outdated building design) and market forces (competition with existing retail uses in the vicinity) make it very difficult for retail and restaurant uses to succeed.

In response to a concern expressed by staff regarding the request to change the existing general plan designation from Local Commercial to High Density Residential and the zoning designation from C1 Local Business to R4 High Density Residential, the property owner retained the services of Congelton and Associates, economic feasibility consultants, to prepare a “Highest and Best Use Study” for the site.

Congelton and Associates (see Highest and Best Use study Summary and PowerPoint) analyzed the current tenant mix and based on empirical research and field notes in Fountain Valley and adjacent jurisdictions, it was determined that based on the location of the site, the condition of the existing commercial center building, and competition from existing commercial businesses in the vicinity, the location will not support viable commercial uses, especially retail uses, at the site.

In light of the decline in the quality and quantity of retail and restaurant uses seeking to lease space in the commercial center plus the impact of the consequences of the recent pandemic (reduced and owed rent from tenants) the property owner has explored changing the use from commercial to residential uses.

Since 2021, the property owner has reviewed a number of alternative residential uses for the site ranging from mixed-use with limited retail to various multi-story residential layouts with a parking garage. These alternatives were deemed too intense for the site based on location and surrounding uses.

The proposed general plan amendment from Local Commercial to High Density Residential is compatible and viable based on the following factors: The 2.119 acre site is located adjacent

to Warner Avenue which is a major arterial street and is an appropriate site for high density residential projects; higher density multifamily housing should be located in proximity to transit service; retail; and service businesses. The site compiles with the above criteria identified in the recently updated general plan.

Further, although the city has satisfied the required RHNA obligation with the designed opportunity sites, the proposed general plan amendment from Local Commercial to High Density Residential to allow the proposed 72 unit apartment complex with a 14% density bonus and 15% affordable housing units for very low income households represents actual production units for very low income households. The ten (10) affordable units will go towards meeting the accepted RHNA for the City of Fountain Valley by the State of California when reviewed during the next review cycle.

We feel the 2.119 ace site is appropriate for an R4 High Density Residential apartment project based on declining economic trends for Local Business mid-block commercial centers in the area. The proposed R4 High Density Multiple Dwelling District applies to areas appropriate for higher intensity, multifamily residential units. The maximum density is thirty (30) dwelling units per net acre. The requested 14% density bonus will increase the density to 34 units per acre. The R4 High Density Residential zoning district is consistent with the High Density Residential land use designation of the general plan.

The General Plan presents the City's planning land use and planning framework through a set of five elements: land use, mobility, housing, open space and conservation, and public facilities and safety. The recently updated Fountain Valley General Plan will ensure proposed development will add value to the community in terms of function, design, and fiscal return, and ensure that Fountain Valley is nice place to live for people of all ages and incomes today and in the future.

<u>2045 Fountain Valley General Plan</u>

- The Land Use Element provides guidance to ensure that future growth in Fountain Valley expands opportunities and emulates community values while protecting existing neighborhoods and enhancing overall quality of life. (LU)

- The Mobility Element provides guidance and support to meet the needs of residents, businesses, emergency service providers, and other roadway users. (CM)

- The Housing Element provides a strategy based on a comprehensive evaluation of existing and previous housing programs and policies; an analysis of the City's population, economy, and housing characteristics; an assessment of fair housing issues; and a discussion of the physical and regulatory resources and constraints for housing production. (H)

- The Open Space and Conservation Element provides goals and policies promoting the maintenance and development of high quality parks that meets the physical, mental, and social needs of the Fountain Valley Community and their varying life stages and lifestyles, and preserve the City's finite historic, cultural, and natural resources. (OSC)

- The Public Facilities and Safety Element provides goals and policies regarding public services, health, safety, and protection from the risks of natural and human-caused disasters, emergencies, and hazards are vital in establishing a safe and healthy environment for Fountain Valley residents, visitors, and workers. (PFS)

General Plan Amendment No. 23-01 - Findings

The following is a summary the stated polices in the recently updated general plan and *responses* establish support for the proposed general plan amendment. Per FVMC 21.34.050, an amendment to the general plan may be approved only if the following findings of fact can be made in a positive manner, as applicable to the type of amendment. It is the responsibility of the applicant to establish evidence in support of the required findings:

a. Mandatory findings required for all amendments (e.g., general plan, zoning map):

1. The proposed general plan amendment from Local Commercial to High Density Residential to allow the proposed 72 unit apartment complex with a 14% density bonus and 15% affordable housing units for very low income households amendment ensures and maintains internal consistency with the actions, goals, objectives and policies of the general plan, and would not create any inconsistencies with this title, in the case of a title amendment; as follows:

Policy LU-1.1 Land use compatibility and viability.

Require that new development is located, scaled, buffered, and designed to minimize negative impacts on existing conforming uses and adjacent neighborhoods. Require that new residential developments are located, scaled, buffered, and designed so as to not hinder the economic viability and continuity of areas planned for nonresidential uses.

The proposed general plan amendment from Local Commercial to High Density Residential is compatible and viable based on the following factors: The 2.119 acre site is located adjacent to Warner Avenue which is a major arterial street and is an appropriate site for high density residential projects; higher density multifamily housing should be located in proximity to transit service; retail; and service businesses. The site compiles with the above criteria identified in the recently updated general plan.

The proposed three-story walk-up residential project complies with the maximum 35 foot height required in the R4 High Density Residential development standards. To buffer potential privacy impacts, no balconies or windows above the second story along the rear setback will directly face the existing single family residential located to the south. The proposed general plan amendment will not hinder the operation of the existing veterinarian use on the west and Westmont Park located to the east of the site. The site is relatively flat and the proposed residential buildings will not require additional earth material to provide proper drainage.

Policy LU-1.2 Land Use Plan consistency.

Consider proposed development that is consistent with the Land Use Plan to be generally compatible and consistent with surrounding land uses and a community's identity. Other policies in the General Plan and development standards in the Development Code may require additional site, building, and landscape design treatment to ensure compatibility.

The proposed general plan amendment from Local Commercial to High Density Residential will be compatible and consistent with surrounding uses by implementing the R4 High Density Residential Development standards which requires ample front, side and rear yard setbacks in addition, the maximum height of 35 feet which is 15 feet lower than the maximum 50 foot height allowed in the existing C1 Local Business zoning district.

Policy LU-1.3 Mix of land uses.

Maintain a balanced mix of high quality residential, retail, employment, industrial, open space, and public facility land uses to ensure a range of living options, fiscal sustainability, and convenient access to shops, restaurants, services, and well-paid and highly skilled jobs.

The proposed general plan amendment from Local Commercial to High Density Residential will allow the construction of the proposed 72 unit residential project and will add to the mix of high quality residential land uses. The site is also has convenient access to retail shops, offices, restaurants and services for future residents.

Policy LU-2.1 Fiscal impacts.

Require proposed new development to demonstrate that it can and will be adequately served by public facilities without negatively impacting existing capacities and levels of service. Require new development and changes in use requiring discretionary City approval to be fiscally neutral or beneficial.

The proposed general plan amendment will allow the construction of a 72 unit residential project and will replace an under performing, outdated 18,782 sq ft. commercial center with a low amount of viable retail uses with a residential complex. Currently the existing commercial center has approximately 12% retail uses and 24% service uses. The balance of the commercial center, including the 4,000 sq ft. restaurant pad, is vacant.

Based on conversations with the leasing agent, prospective tenants are not interested in a mid-block location and an outdated structure built in the 1970's. The conversion of the land use designation from Local Commercial to High Density Residential will result in a significant increase in the commercial property tax which represents a steady, consistent revenue source for the city. Future residents will also support existing retail, services, and restaurant land uses which adds to direct increased sales tax revenue.

Policy H-1.1 Construction of new units.

Promote the construction of additional dwelling units to accommodate Fountain Valley's share of regional housing needs in accordance with adopted land use policies.

Although the city has satisfied the required RHNA obligation with the designed opportunity sites, the proposed general plan amendment from Local Commercial to High Density Residential to allow the proposed 72 unit apartment complex with a 14% density bonus and 15% affordable housing units for very low income households represents actual production units for very low income households. The ten (10) affordable units will go towards meeting the accepted RHNA for the City of Fountain Valley by the State of California when reviewed during the next review cycle.

Policy H-1.2 Variety of housing options.

Provide a variety of housing opportunities for all income levels through different land uses and densities.

The proposed general plan amendment from Local Commercial to High Density Residential will allow the construction of the proposed 72 unit apartment complex with a 14% density bonus and 15% affordable housing units for very low income households. The requested 14% density bonus will increase the density on the 2.119 acre site from 30 units per acre to 34 units per acre.

b. The proposed general plan amendment from Local Commercial to High Density Residential to allow the proposed 72 unit apartment complex with a 14% density bonus and 15% affordable housing units for very low income households will not be detrimental to the public convenience, health, interest, safety or welfare of the city as follows:

Policy LU-3.1 Pride and identity.

Enhance the sense of identity and increase the feeling of pride among residents, business owners, employees, and visitors by encouraging excellent physical design and continual property maintenance and improvements.

Approving the proposed general plan amendment from Local Commercial to High Density Residential will allow the construction of a well-designed 72 unit residential complex which has been designed by a very high end architectural firm in conjunction with staff input. The architect has strived to implement direction from staff and create a "timeless design" with contemporary architectural features, offsets, protections, a balance of building materials utilizing stucco and brick veneers, colors, articulated pavement, and enhanced landscaping.

Policy LU-3.2 Scale and character.

Ensure that all new development is compatible with the scale and character of the surrounding neighborhoods in Fountain Valley.

The proposed general plan amendment will allow the construction of a 72 unit residential project which will conform to the R4 High Density Residential development standards except for a minor reduction in the third story rear setback which is mitigated by minimizing privacy impacts from balconies and windows and a reduction in privet open space patios and balconies.

The proposed residential project is a good fit for the site by orienting the mass of the building to the north side of the prototype which alleviates impacts to the existing single family residential located on the south side. In addition, the enhanced architectural integrity and landscape plans will maintain high quality character for the site and surrounding neighborhoods.

Policy LU-3.5 Corridor design.

Buildings, streetscapes, landscaping, and associated improvements along the City's arterial streets should be attractive and promote a cohesive sense of place.

The architect has designed the elevation for the proposed building facing Warner Avenue with offsets and projections which reflect interest and rhythm on the major arterial street. The architectural enhancements combined with enhances landscaping will be very attractive and provide a sense of place for future residents and for the city in general.

Policy CM-1.1 Level of service.

Maintain a citywide level of service (LOS) not exceeding LOS D for intersections during the peak hours. Require new development projects to mitigate off-site traffic impacts to the maximum extent feasible to maintain the City's LOS standard.

The proposed general plan amendment from Local Commercial to High Density Residential will not significantly affect the existing LOS on Warner Avenue nor on Newland Avenue. The existing commercial center in over 50% vacant and generates very low vehicular trips.

The proposed 72 unit residential project will generate additional vehicle trips but it is not anticipated vehicular trips will significantly impact the LOS on Warner Avenue and Newland Avenue. Plus the Traffic impact Fee will assist in mitigating traffic impacts to the city's circulation system.

Policy H-2.1 Infill housing.

Promote infill housing development through the adaptive reuse of underutilized parcels.

The proposed general plan amendment from Local Commercial to High Density Residential will permit the construction of the proposed 72 unit residential project and replace an under performing, outdated commercial center with a low amount of viable retail uses and an extremely high vacancy rate with low prospects, based on competition from major commercial centers, national chains such as Walmart, Best Buy, and Target; big box retailers, and internet sales, to add new commercial tenants in the future.

Policy H-2.3 Range of rental and ownership options.

Encourage new housing construction for rental and ownership housing in a mixture of price ranges.

The proposed general plan amendment from Local Commercial to High Density Residential will allow the construction of the proposed 72 unit residential project with 15% of the units (two (2) studio, five (5) 1 bedroom , and two (2) 2 bedroom units) set aside for very low income households for the duration of the required 55 year term.

Policy OSC-1.1 Parks standards.

Require developers of new residential or mixed-use residential projects to provide or pay fees equivalent to a ratio of three acres of park lands and recreation space facilities for every 1,000 residents added.

The proposed 72 unit apartment complex with a 14% density bonus and 15% affordable housing units for very low income households will pay the Park Lands and Recreation In-lieu fee as adopted by the Fountain Valley City Council.

Policy PFS-5.1 Land use compatibility.

Approve development and require mitigation measures to ensure existing and future land use compatibility as shown in the City’s Noise Control Ordinance and state interior and exterior noise standards.

The proposed 72 unit apartment complex with a 14% density bonus and 15% affordable housing units for very low income households will incorporate all noise mitigation measures as required by the environmental review process and the Uniform Building Code.

Policy PFS-5.2 New residential.

When new residential development is proposed adjacent to land designated for industrial or commercial uses, require the developer to assess the potential noise impacts and fund feasible noise-related mitigation measures.

The proposed 72 unit apartment complex with a 14% density bonus and 15% affordable housing units for very low income households will incorporate all noise mitigation measures as required by the environmental review process and the Uniform Building Code.

c. The proposed project has been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA) and the city's environmental review procedures.

The proposed general plan amendment from Local Commercial to High Density Residential to allow the proposed 72 unit apartment complex with a 14% density bonus and 15% affordable housing units for very low income households will be reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA) and the city's environmental review procedures.

Zoning Map Amendment No. 436 - Findings

Per FVMC 21.34.050, an amendment to the zoning map may be approved only if the following findings of fact can be made in a positive manner, as applicable to the type of amendment. It is the responsibility of the applicant to establish evidence in support of the required findings.

1. Mandatory findings required for all amendments (e.g., general plan, zoning map and title):

a. The proposed amendment ensures and maintains internal consistency with the actions, goals, objectives and policies of the general plan, and would not create any inconsistencies with this title, in the case of a title amendment.

The proposed zoning map amendment from C1 Local Business to R4 High Density Residential is compatible and viable based on the following factors: The 2.119 acre site is located adjacent to Warner Avenue which is a major arterial street and is an appropriate site for high density residential projects; higher density multifamily housing should be located in proximity to transit service; retail; and service businesses. The site compiles with the above criteria identified in the recently updated general plan.

The proposed three-story walk-up residential project complies with the maximum 35 foot height required in the R4 High Density Residential development standards. To buffer potential privacy impacts, no balconies or windows above the second story along the rear setback will directly face the existing single family residential located to the south. The proposed general plan amendment will not hinder the operation of the existing veterinarian use on the west and Westmont Park located to the east of the site. The site is relatively flat and the proposed residential buildings will not require additional earth material to provide proper drainage.

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

Approving the proposed zoning map amendment from C1 Local Business to R4 High Density Residential will allow the construction of a well-designed 72 unit residential complex which

has been designed by a very high end architectural firm in conjunction with staff input. The architect has strived to implement direction from staff and create a "timeless design" with contemporary architectural features, offsets, protections, a balance of building materials utilizing stucco and brick veneers, colors, articulated pavement, and enhanced landscaping.

The proposed zoning map amendment will allow the construction of a 72 unit residential project and will replace an under performing, outdated 18,782 sq ft. commercial center with a low amount of viable retail uses with a residential complex. Currently the existing commercial center has approximately 12% retail uses and 24% service uses. The balance of the commercial center, including the 4,000 sq ft. restaurant pad, is vacant.

Based on conversations with the leasing agent, prospective tenants are not interested in a mid-block location and an outdated structure built in the 1970's. The conversion of the land use designation from C1 Local Business to R4 High Density Residential will result in a significant increase in the commercial property tax which represents a steady, consistent revenue source for the city. Future residents will also support existing retail, services, and restaurant land uses which adds to direct increased sales tax revenue.

c. The proposed project has been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA) and the city's environmental review procedures.

The proposed zoning map amendment from C1 Local Business to R4 High Density Residential to allow the proposed 72 unit apartment complex with a 14% density bonus and 15% affordable housing units for very low income households will be reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA) and the city's environmental review procedures.

d. Additional Finding for Zoning Map Amendments: The site is physically suitable (including access, provision of utilities, compatibility with adjoining land uses and absence of physical constraints) for the requested zoning designation and anticipated land use development.

The 2.119 acre site is relatively flat and the proposed residential buildings will not require additional earth material to provide proper drainage. The proposed three-story walk-up residential project complies with the maximum 35 foot height required in the R4 High Density Residential development standards. To buffer potential privacy impacts, no balconies or windows above the second story along the rear setback will directly face the existing single family residential located to the south. The proposed zoning map amendment will not hinder the operation of the existing veterinarian use on the west and Westmont Park located to the east of the site.

The proposed residential project is a good fit for the site by orienting the mass of the building to the north side of the prototype which alleviates impacts to the existing single family residential located on the south side. In addition, the enhanced architectural integrity and landscape plans will maintain high quality character for the site and surrounding neighborhoods.

The architect has designed the elevation facing Warner Avenue proposed building with offsets and projections which reflect interest and rhythm on the major arterial street. The architectural enhancements combined with enhances landscaping will be very attractive and provide a sense of place for future residents and for the city in general. The proposed 72 unit

apartment complex with a 14% density bonus and 15% affordable housing units for very low income households will incorporate all noise mitigation measures as required by the environmental review process and the Uniform Building Code.

Conditional Use Permit No. 1929 - Findings

Per FVMC 21.36.050, the commission, or the council on appeal, shall record the decision in writing with the findings on which the decision is based. The conditional use permit shall be approved, with or without conditions, only if the following findings of fact can be made in a positive manner.

a. The proposed use is allowed within the respective zoning district with the approval of a conditional use permit and complies with all other applicable provisions of this title and this code;

Contingent on the approval of General Plan Amazement No. 23.01 and Zoning Map Amendment No. 436, the proposed 72 unit apartment complex with a 14% density bonus and 15% affordable housing units for very low income households amendment ensures and maintains internal consistency with the actions, goals, objectives and policies of the general plan, and would not create any inconsistencies as set forth in the findings for General Plan Amendment No 23-01 and Zoning Map Amendment No. 436.

b. The proposed use would be consistent with the actions, goals, objectives and policies of the general plan and any applicable specific plan;

Contingent on the approval of General Plan Amazement No. 23.01 and Zoning Map Amendment No. 436, the proposed 72 unit apartment complex with a 14% density bonus and 15% affordable housing units for very low income households amendment ensures and maintains internal consistency with the actions, goals, objectives and policies of the general plan, and would not create any inconsistencies as set forth in the findings for General Plan Amendment No 23-01 and Zoning Map Amendment No. 436.

c. The design, location, shape, size and operating characteristics of the proposed use are compatible with the existing and future land uses in the vicinity;

The 2.119 acre site is relatively flat and the proposed residential buildings will not require additional earth material to provide proper drainage. The proposed three-story walk-up residential project complies with the maximum 35 foot height required in the R4 High Density Residential development standards. To buffer potential privacy impacts, no balconies or windows above the second story along the rear setback will directly face the existing single family residential located to the south. The proposed zoning map amendment will not hinder the operation of the existing veterinarian use on the west and Westmont Park located to the east of the site.

d. The subject site is physically suitable for the type and density/intensity of use being proposed including the provision of public access (e.g., width and pavement type), facilities and utilities (e.g., drainage, fire protection, sewers, water), shape, size, the absence of physical constraints and compatibility with adjoining land uses;

The proposed residential project is a good fit for the site by orienting the mass of the building to the north side of the prototype which alleviates impacts to the existing single family

residential located on the south side. In addition, the enhanced architectural integrity and landscape plans will maintain high quality character for the site and surrounding neighborhoods.

The architect has designed the elevation facing Warner Avenue proposed building with offsets and projections which reflect interest and rhythm on the major arterial street. The architectural enhancements combined with enhances landscaping will be very attractive and provide a sense of place for future residents and for the city in general. The proposed 72 unit apartment complex with a 14% density bonus and 15% affordable housing units for very low income households will incorporate all noise mitigation measures as required by the environmental review process and the Uniform Building Code.

e. Granting the conditional use permit would not be detrimental to the public convenience, health, interest, safety or welfare, or injurious to persons, property or improvements in the vicinity and zoning district in which the property is located; and

The proposed 72 unit residential project will add to the mix of high quality residential land uses. The site is also has convenient access to retail shops, offices, restaurants and services for future residents. It will not be detrimental to the public convenience, health, interest, safety,or welfare of persons or property in the vicinity because the project layout, ingress and egress , and the preliminary grading plans have been reviewed by Public Works Engineering, Fire and Police Departments.

f. The proposed project has been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA) and the city's environmental review procedures.

The proposed 72 unit apartment complex with a 14% density bonus and 15% affordable housing units for very low income households will be reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA) and the city's environmental review procedures.

g. The applicant has demonstrated his understanding of the conditions imposed in any conditional use permit granted to him and has agreed on the record to abide by those conditions.

The applicant understands the conditions of approval imposed in Conditional Use Permit No. 1929 and will agree on the record to abide by the conditions.

Precise Plan of Design No. 577 – Findings

71. Per FVMC 21.44.050, the commission, or the council on appeal, shall record the decision in writing with the findings on which the decision is based. The precise plan of design application shall be approved, with or without conditions, only if the following findings of fact can be made in a positive manner.

b. The design and layout of the proposed development would:

i. Be consistent with the actions, goals, objectives and policies of the general plan, any applicable specific plan and the development and design standards/guidelines of the applicable zoning district;

Contingent on the approval of General Plan Amazement No. 23.01 and Zoning Map Amendment No. 436, the proposed 72 unit apartment complex with a 14% density bonus and 15% affordable housing units for very low income households amendment ensures and maintains internal consistency with the actions, goals, objectives and policies of the general plan, and would not create any inconsistencies as set forth in the findings for General Plan Amendment No 23-01 and Zoning Map Amendment No. 436.

ii. Not interfere with the use and enjoyment of neighboring existing or future developments, and would not create traffic or pedestrian hazards; and

The proposed 72 unit residential project will add to the mix of high quality residential land uses. The site is also has convenient access to retail shops, offices, restaurants and services for future residents. It will not be detrimental to the public convenience, health, interest, safety,or welfare of persons or property in the vicinity because the project layout, ingress and egress , and the preliminary grading plans have been reviewed by Public Works Engineering, Fire and Police Departments.

iii. Provide a desirable environment for its occupants and visiting public as well as its neighbors through good/proper aesthetic use of materials, texture and color, and would remain aesthetically appealing and retain an appropriate level of maintenance.

The 2.119 acre site is relatively flat and the proposed residential buildings will not require additional earth material to provide proper drainage. The proposed three-story walk-up residential project complies with the maximum 35 foot height required in the R4 High Density Residential development standards. To buffer potential privacy impacts, no balconies or windows above the second story along the rear setback will directly face the existing single family residential located to the south.

The proposed residential project is a good fit for the site by orienting the mass of the building to the north side of the prototype which alleviates impacts to the existing single family residential located on the south side. In addition, the enhanced architectural integrity and landscape plans will maintain high quality character for the site and surrounding neighborhoods.

c. The architectural design of the proposed structure(s) would be compatible with the character of the surrounding neighborhood and would maintain and enhance the attractive, harmonious and orderly development contemplated by the actions, goals, objectives and policies of the general plan, any applicable specific plan and this chapter;

d. The proposed development would not:

I. Be detrimental to the public convenience, health, interest, safety or welfare, or materially injurious to the properties or improvements in the immediate vicinity; or

The proposed 72 unit will not be detrimental to the public convenience,, health, interest, safety or welfare, or materially injurious to properties or improvements in the immediate vicinity. The proposed residential project is a good fit for the site by orienting the mass of the building to the north side of the property along Warner Avenue which alleviates impacts to the existing single family residential located on the south side. In addition, the enhanced architectural integrity and landscape plans will maintain high quality character for the site and surrounding neighborhoods.

ii. Substantially depreciate property values in the immediate vicinity or interfere with the use or enjoyment of property in the surrounding neighborhood, because of excessive dissimilarity or inappropriateness of design in relation to the surrounding neighborhood.

The proposed three-story walk-up residential project complies with the maximum 35 foot height required in the R4 High Density Residential development standards. To buffer potential privacy impacts, no balconies or windows above the second story along the rear setback will directly face the existing single family residential located to the south. The proposed general plan amendment will not hinder the operation of the existing veterinarian use on the west and Westmont Park located to the east of the site. The site is relatively flat and the proposed residential buildings will not require additional earth material to provide proper drainage.

d. The proposed project has been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA) and the city's environmental review procedures.

The proposed 72 unit apartment complex with a 14% density bonus and 15% affordable housing units for very low income households will be reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA) and the city's environmental review procedures.

Residential Project Description

The proposed apartment complex is designed as a three (3) story walk-up with nine (9) studio units, 37 one bedroom units, and 26 two bedroom units. The architecture of the proposed project incorporates a mix of texture finishes and colors to reflect a contemporary "timeless" architectural design. Each floor will have nine (9) foot ceiling heights to provide a sense of heightened space. Also individual storage space is provided in the patio and balcony area of each unit in addition to bike lockers located throughout the complex.

The proposed landscaping and hardscape features will comply with water-saving design and enhance the quality of life for future residents. All required parking is provided on-site with 57 open parking spaces, 24 carports, and 26 garages for a total of 107 on-site parking spaces of which 45 parking spaces are EV charging capable. In addition, the carports along the southern property line will have solar panels on the roof which will supplement common electrical needs.

Based on the surrounding uses and the shape of the site, it was decided that a three (3) story walk-up with a spacious private recreation area would be the best fit for the site and reduce impact to the adjacent single family dwellings located to the south of the site. Our goal is to minimize land use impacts and provide "beds and heads" to support existing retail and other commercial uses in Fountain Valley and a significant increase in a steady stream of annual property tax revenue to the the City of Fountain Valley.

Proposed Project Density

The proposed 72 unit residential project relies on a general plan amendment and a zoning map amendment to move forward. In addition, a Precise Plan of Design is required to allow the construction of the proposed project. The proposed change to R4 High Density Residential permits a maximum density of 30 units/acre. This would yield 63 units on the 2.119 acre site.

Consistent with Density Bonus planning law, the property owner is requesting a 14% density bonus to allow the density to increase to 34 units/acre. This will yield and additional nine (9) units for a total of 72 units. Based on the desire of the property owner to comply with minimum floor area, setbacks, provide ample private open space, and provide ample on-site parking. We feel the increase in ten (10) units from 62 units at 30 units per acre to 72 units at 34 units per acre is the best fit without overbuilding the site.

Affordable Housing

The proposed residential project will designate 15% of the total number of units units set aside for very low income households. The proposed affordable unit mix is as follows: one (1) studio unit; five (5) one bedroom units; and four (4) two bedroom units. The ten (10) affordable units will be designated for the duration of a minimum of 55 years which is consistent with the City of Fountain Valley Inclusionary Housing Ordinance.

Although the State of California Housing and Community Department has approved the recent City of Fountain Valley Housing Element, adding tangible affordable units in the very low category will be a benefit to the City when the current Housing Element and compliance the the RHNA numbers are reviewed for the next cycle. The following tables illustrate the affordable unit mix and floor area:

Proposed Affordable Unit Mix		
Unit	Quantity	Sq. Ft.
Studio - C1	1	547
1 BD - A2	5	750
2 BD - B4	4	1,000
Total	10	

Studio, 1 BD, and 2 BD - Very Low (31-50%)		
Household Size	Annual Income Limit	Maximum Rent
1 Person	$55,250	$1,381
2 Persons	$63,100	$1,577
3 Persons	$71,050	$1,776
4 Persons	$78,900	$1,972

1. Annual Income Limit based on HCD income limits 2024.
2. Maximum rent calculated as 30% of gross income divided by 12 months.
3. Median Income $129,000 for 4 persons.

On-site Parking

The proposed on-site parking is consistent with Also it should be noted the project provides more on-site parking compare to the minimum Density Bonus provisions. As the table below illustrates, although the proposed project does not provide the total number required on-site parking spaces required by the Fountain Valley Development Code, the proposed project provides substantially more on-site parking spaces above the Density Bonus provisions.

In addition, although not major transit stop, two (2) OCTA bus stops on Warner Avenue (east bound and west bound) are located within 150 feet of the site. If so inclined, residents and guests may utilize the bus which would result in reduced on-site parking demand.

The following is an overview comparing required parking in the R4 High Density Residential provisions in the Fountain Valley Development Code and the Density Bonus provisions in State law.

Parking Summary		
Parking	FV Required	Density Bonus Required
Studio/1 BD	1.5 spaces (1 space covered)	1 Space
2 BD	2 spaces (1 space garage)	1.5 Spaces
Guest	25% of total required spaces	0

Proposed 72 Unit Project Parking Summary				
Unit Type	Quantity	FV Required	Density Bonus Required	Provided
Studio	9	13.5	9	10
1 BD	37	55.5	37	44
2 BD	26	52	39	42
Subtotal	72	121	85	96
Guest		30.25	0	11
Total	72	151.25 (152)	85	107
Garages		26	0	26
Carports		46	0	24

In concert with the Density Bonus provisions and the Affordable Housing provisions for very low income households, State Density Bonus law makes allowances for incentives, concessions, and waivers to required development standards in order to make the affordable housing project feasible.

Requested Concessions

As an incentive to provide affordable housing units, as stated above, the proposed project incorporates a 14% density bonus and provides 15% of the total units for very low income households. Based on State law, three (3) concessions are allowed if a project provides 15% of the total units for very low income households. The property owner is requesting two (2) concessions to the R4 High Density Development Standards.

R4 High Density Residential Development Standards
1. Rear setback - Third story 100 ft rear setback adjacent to single family residential.
2. Patios and balconies minimum 100 sq ft with a minimum dimension of 10 ft
3. Units per acre - 1.12 units per 1,452 sq. ft. of site area to comply with the maximum 30 units per acre
Requested Concessions
1. Allow 37'-9” and 73-2” third story rear setback in lieu of required 100' setback adjacent to single family residential.
2. Allow 65 sq ft in lieu of minimum 100 sq ft and 7 ft minimum dimension in lieu of a minimum 10 ft
Requested Waiver
1. Allow 1.13 units per 1,452 sq. ft. of site area for a maximum 34 units per acre

With regard to the request to reduce the 100' third story setback to the existing single family dwellings located to the south of the proposed project, only 130 (lineal) ft of the building above the second story (of the entire 385 ft rear property line) will be located within the 100' setback area. Plus all balconies and windows within the third story setback area are designed to minimize privacy impacts to residents of the single family dwellings. We feel this is a reasonable request.

The R4 High Density Residential provisions require a minimum 100 sq ft of patio and balcony area for each unit with a minimum 10 ft dimension in width and depth. The proposed floor plans range in private open space area from 65 sq. ft. to 130 sq. ft. with a minimum seven (7) ft dimension.

Quantity	Unit Type	Range of Private Open Space Area	Minimum Dimension
9	Studio	65 - 67 sq. ft.	7'-6” or greater
37	1 Bedroom	85 - 106 sq. ft.	8'-6” or greater
26	2 Bedroom	85 - 130 sq. ft.	7'-0” or greater
Total = 72			

The architect has shadowed in two (2) patio chairs and a small patio table on the floor plans which demonstrates the proposed private open space areas are ample and very functional. We believe this request to reduce the private open space areas is a reasonable trade-off to maintain usable living area in each unit. In addition to the balconies and patios, the proposed project provides an 800 sq. ft club house and an approximately 2,700 sq. ft. of common open space area for residents and guests.

Requested Waiver

The R4 High Density Residential development standard is 30 units per acre which requires 1.12 units per 1,452 sq. ft. of site area. The 14% density bonus request for the 2.119 acre site will increase the density to 34 units per acre. The increase in density requires a waiver to permit 1.13 units per 1,452 sq. ft. of site area.

The request to allow 1.13 units per 1,452 sq. ft. of site area is inherent in the density bonus request and makes the proposed 72 unit project with 15% affordable units for very low income households feasible. If the proposed project complied with the minimum 1.12 units per 1,452 sq. ft. of site area development standard, the proposed project could not achieve 34 units per acre which is the density (14% density bonus) required to achieve 72 units on the 2.119 acre site.

Summary

As requested in the December 16, 2024 letter from staff, we have prepared a revised Density Bonus Affordable Housing summary which provides an overview of the proposed project, density bonus request, an affordable housing unit mix; a summary justifying the the requested concessions and waiver based on land costs; and language pertaining to the affordable housing unit management plan.

A traffic Impact Study will be prepared in concert with the preparation of the environmental review document. The Public Works concern with a private sewer easement located on the west side of the property is in discussions and the Fire Department's concern with providing a secondary access has also been resolved. A Water Quality Management Plan has been prepared for Public Works review.

In conclusion, we feel the request to change the general plan designation from Local Commercial to High Density Residential and a zoning map amendment from C1 Local Business to R4 High Density Residential is justified because the site has unique geographic hardships which makes long term commercial viability questionable.

Reinforced by the findings in the Highest and Best Use Study, the commercial center is under-performing for the property owner in terms of rent receipts and the City in terms of significant sales tax revenue. The high vacancy rate and majority service uses currently do not lend to a robust commercial center nor for the long-term. Based on the collective effort and advice of commercial brokers, our economic consultant, leasing agents, and common sense, we feel the the existing commercial center has outlived its usefulness.

We also feel the cost of renovating or rehabilitating the existing building, landscaping, and parking area cannot be recouped with existing or future rents. It just does not make sound financial sense. Plus we feel the proposed residential project is the best use for the site in terms of providing high quality residential units for a variety of residents such as singles and young couples starting out and for active seniors that wish to live in Fountain Valley. Further, the proposed residential project will provide a significant increase in property tax revenue which will be a long-term, steady revenue stream for the City of Fountain Valley.

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MEMORANDUM

DATE: July 18, 2023

TO: Bob Stellrecht and Bob Franklin

FROM: Linda S. Congleton of L.S. Congleton & Associates ("LSCA")

SUBJECT: Highest And Best Real Estate Feasibility Analysis: 8550 Warner Avenue, Fountain Valley, CA

The purpose of this Memo is to provide an Executive Summary of our key conclusions regarding the highest and best real estate use for the 2.12-acre site at 8550 Warner in Fountain Valley.

1. RESIDENTIAL APARTMENTS ARE THE HIGHEST AND BEST USE; NO OTHER USE IS VIABLE GIVEN THE SITE'S PHYSICAL CONSTRAINTS.

The 8550 Warner site is structurally flawed for continuing retail use, with many negative characteristics for that use, including the following:

- In today's highly competitive retail market, the site's 18,782 square feet of retail/service uses are too small to compete effectively against larger, anchored shopping centers that can accommodate anchor and/or mini-anchor retailers. (See PowerPoint pages 4-10, highlighting Site Analysis and Competition.)

- The site is not bordered by major streets, a key requirement for today's prime retailers, including fast food and dining outlets. (See PowerPoint page 4.)

- The site has poor retail accessibility, with no lighted left turn lanes in or out of the site. (See PowerPoint page 4.)

No amount of physical beautification or leasing efforts will cure the site's structural flaws for viable retail, particularly given the extremely strong competitive market with larger, anchored shopping centers nearby in both Fountain Valley and Huntington Beach. (See PowerPoint pages 5-10.)

Scraping the site and re-building new office or medical square footage is not a viable commercial alternative. Local office and medical rents are too low to support new construction. The West County office market (e.g., cities of Fountain Valley, Huntington beach, Westminster, Garden Grove, Los Alamitos/Stanton, and Seal Beach) is extremely over-supplied, with a First Quarter 2023 vacancy rate of 19% and a stunning amount of vacant space of 823,097 square feet. Medical office space also reports weak rents, too low to warrant new construction costs. (See PowerPoint page 11.)

West County medical office space reports a 4% vacancy rate; no new construction; and only 971 square feet of year-to-date leasing activity. The 8550 Warner site is also not immediately close to a hospital, a key requirement for many medical users. Younger, new medical users desire to be in faster home-growth locations, such as South Orange County. (See PowerPoint page 12.)

In contrast to commercial uses, the local Fountain Valley apartment market is ripe for new construction of market-rate and affordable apartments. No new (non-seniors) apartments have been built in Fountain Valley since 1986. As reported in the Fountain Valley draft Housing Element (August 2022), apartment vacancy rates are extremely low at 1.3%, indicating strong demand for new product. (A healthy vacancy rate, as reported in the Housing Element, page 14, would be 5%.) (See PowerPoint pages 13, 15 to 19.)

Positive site traits for new apartments include: adjacent to long linear park; adjacent to veterinary clinic slated for rehabilitation (for pet owners); close to Freeway 405 for easy access to work locations; rare, desirable, west-side-of Freeway 405 residential location; and small size and lower development complexity will be easier to finance, build and lease quickly in today's higher interest rate environment. In contrast to larger, more complex, proposed apartment projects, the 8550 Warner site can quickly add to the City's stock of affordable housing (See PowerPoint page 19.) The 8550 Warner site would be a highly doable, near-term apartment project that would satisfy one of the key stated goals of the Fountain Valley Housing Element: "Construction of additional rental units represents a key step in providing affordable housing opportunities for current and future moderate-income households." (See page 16 of August, 2022 draft Housing Element.) The redevelopment of 8550 Warner into an attractive, 72-unit apartment project would add an important new residential development to the City's affordable housing mix. (See architectural renderings and proposed mix, PowerPoint page 18.)

2. THE SITE'S SMALL SIZE OF 18,872 S.F. SEVERELY LIMITS THE CUSTOMER DRAWING POWER OF 8550 WARNER RETAIL.

It is a shopping center industry tenet that anchored centers, such as those with grocery stores, out-perform unanchored centers. Small, unanchored centers such as 8550 Warner (18,782 square feet) are the weakest retail industry product due to their constrained retail customer trade area (i.e., the area from which the center draws 66% to 85% of its sales). Top investors, such as Real Estate Investment Trusts and Pension Funds, will not invest in these unanchored retail products due to their small size, lack of anchor stores, and lower sales and rent productivity. (See PowerPoint page 4.)

The primary reason small, unanchored retail centers are not desired by top investors is that the customer drawing power is dramatically lower than an anchored shopping center, such as one with a grocery store. Because anchored shopping centers have large, powerful-drawing stores of 35,000 to 50,000+ square feet with sizable marketing/advertising budgets, these centers can draw customers from farther away than tiny strip centers. These larger shopping centers have larger customer retail trade areas than small unanchored centers.

Being very generous, the 8550 Warner site's trade area for its 18,872-square-foot center is, at most, bounded by the Freeway 405 to the east; McFadden Avenue to the north; Goldenwest Avenue to the west; and Ellis Avenue to the south (shown outlined in blue on PowerPoint pages 5-6).

With a retail trade area partially in Fountain Valley, and partially in Huntington Beach, the 8550 Warner retail has been devastated by fierce, anchored center competition—particularly since 2008. Ten new anchor stores have opened over this 15-year period, posing fierce competition that has killed the retail leasing viability for 8550 Warner. Most competitive centers are 3 to 30 times larger in size. The 8550 Center's small size cannot effectively compete against these stronger, often refurbished centers anchored by stores that reflect the most contemporary buying trends. These large anchored centers are also the primary attractors of restaurants and fast food pads because dining outlets also want to benefit from the sizable marketing success of large anchored shopping centers. (See PowerPoint pages 7-10.)

The 8550 Warner site lacks critical site requirements for fast food pads, as well. New fast food operators typically require arterial street access, lengthy drive-thru lane space and lighted left turn lanes. (See, for example, the new Chick-Fil-A site at the Amazon Fresh Center at Warner and Goldenwest, PowerPoint page 8.)

The Warner site is weak for new restaurants, as well. It lacks the minimum access, visibility and street adjacencies required by financially strong restaurants. Moreover, powerhouse restaurant competition already exists nearby: notably, restaurants in and around Bella Terra in Huntington Beach have become extremely strong in recent years. In Fountain Valley, the 8550 Warner site cannnot effectively compete against the regional-drawing node of Asian (mostly Vietnamese) restaurants located around the popular Mile Square Regional Park. Fountain Valley's Asian node of dining is highly unusual due to several factors: the 8,000-square-foot Vietnamese Brodard restaurant at the Town Center has been a regional-drawing restaurant for many years—pulling in Asian customers from a wide region (30 to 45-minutes + drive times). Kei Concepts, an Asian restaurant company, has recently filled three formerly-vacant spots at the Town Center and added a new restaurant across from Mile Square Park. The powerful synergy of the county-wide popularity of Mile Square Park, and the numerous Asian offerings clustered in and around the Town Center, are too well established to compete against—particularly in a city without fast housing growth. Other well-established fast food and restaurants already exist along South Brookhurst in Fountain Valley, and along Beach Boulevard in Huntington Beach. (See PowerPoint pages 7-10.)

3. NO AMOUNT OF LEASING EFFORTS OR BUILDING BEAUTIFICATION WILL SAVE 8550 WARNER RETAIL.

It is a common occurrence in the retail industry for strong, large shopping centers to "kill off" weaker, smaller, unanchored centers over the years—especially in neighborhoods like Fountain Valley, where residential growth is low (i.e., only .1% in Fountain Valley since the recession per City's Placeworks 7/19 Market Study, see PowerPoint page 14). As stated in the City's Market Study, "there is little demand for new retail development in the city (page 1) and there has been a negative impact of e-commerce on bricks and mortar shopping (pages 3, and pages 10-11). The City's market study states that the lack of retail demand cannot be saved by (Fountain Valley's) new household growth (page 15).

No amount of intensely refocused property management; extensive site beautification; or strong releasing efforts can save the structurally weak, competitive retail position of the 8550 Warner site. The site's small size; no adjacency to major streets; and lack of lighted left turn lanes accessing the property, are all permanent structural flaws severely limiting the leasability of tenant space and the financial success of any future retail redevelopment effort.

FOUNTAIN VALLEY
8550 WARNER CENTER
HIGHEST-AND-BEST USE ANALYSIS

LINDA S. CONGLETON & ASSOCIATES

LINDA S. CONGLETON, PRINCIPAL

ASSIGNMENT

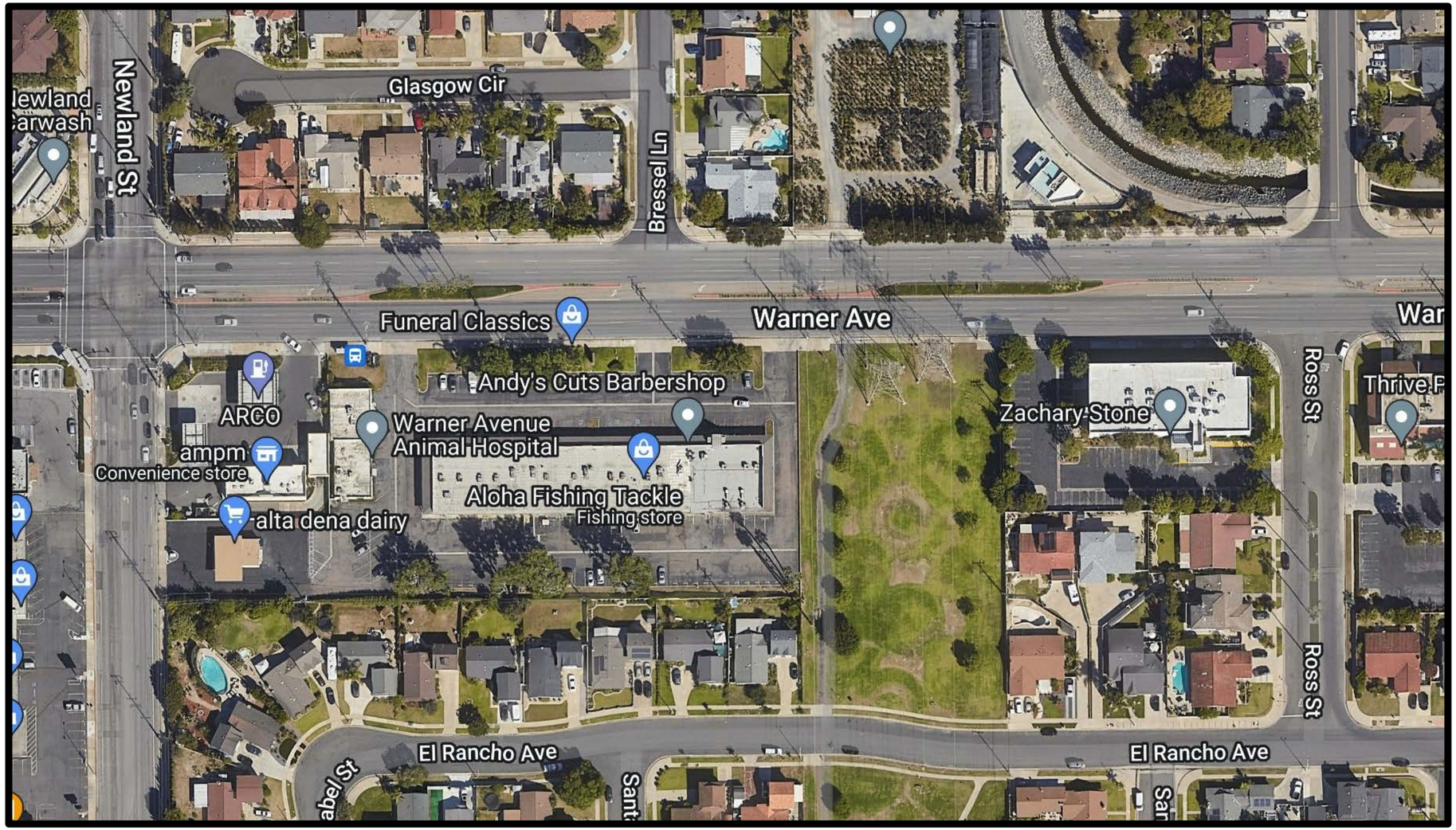
1. EVALUATE CURRENT RETAIL USE AT WARNER CENTER SITE
2. EVALUATE LOCAL MARKET CONDITIONS
   A. RETAIL COMPETITIVE MARKET
   B. FAST-FOOD PAD USES
   C. FULL-SERVICE RESTAURANT USES
   D. BUSINESS OFFICE USE
   E. MEDICAL OFFICE USE
   F. RESIDENTIAL/APARTMENT USE
3. DETERMINE HIGHEST-AND-BEST FUTURE USE OF WARNER CENTER SITE

EXECUTIVE SUMMARY

1. THERE IS A LACK OF LOCAL DEMAND FOR MORE RETAIL/OFFICE SPACE.
2. OFFICE/MEDICAL SPACE IS NOT DEVELOPABLE BECAUSE LOCAL MARKET RENTS ARE TOO LOW.
3. SITE CANNOT COMPETE WITH STRONGER, ANCHORED RETAIL COMPETITION.
4. SITE'S FLAWS ARE PERMANENT AND STRUCTURAL: NO AMOUNT OF "BEAUTIFICATION" CAN CURE ITS SMALL SIZE, POOR ACCESS, LACK OF BORDERING BY MAJOR STREETS.
5. SITE DOES NOT SATISFY FAST-FOOD OR RESTAURANT SITE REQUIREMENTS.
6. SITE'S HIGHEST-AND-BEST FUTURE USE WOULD BE RESIDENTIAL APARTMENTS.

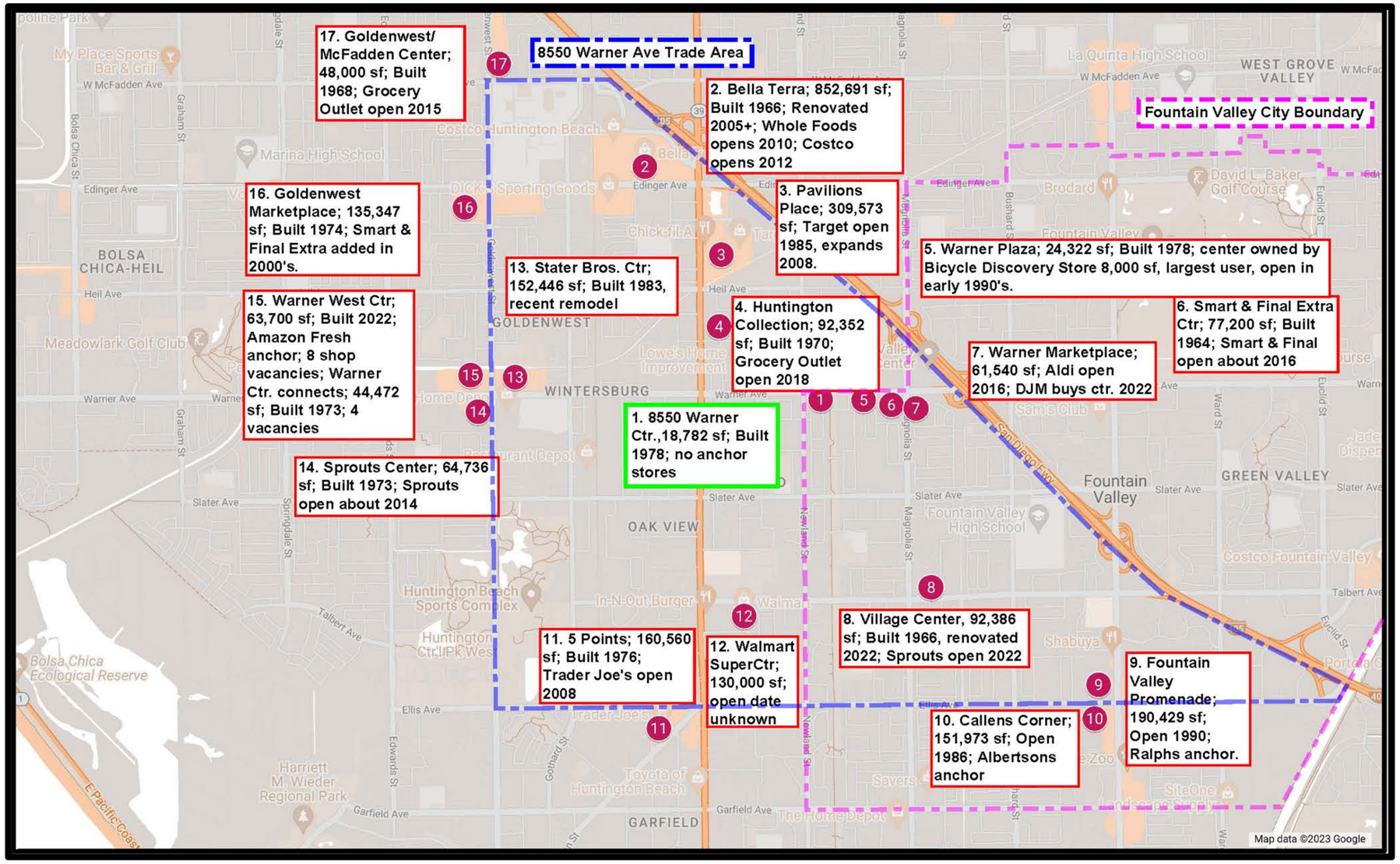
8550 WARNER SITE ANALYSIS

1. Site too small for anchor stores: 2.12 acres, 18,782 sf.
2. Weakest retail industry product: tiny unanchored strip center.
3. Not investor worthy (e.g., REITs or pension funds).
4. No top company would build this as investment today.
5. Not adjacent to major streets.
6. Warner/Newland corner blocked by ARCO station, AMPM, vacant Alta Dena Dairy.
7. No lighted left turn lanes.
8. On wrong side of street—not going home side from freeway.



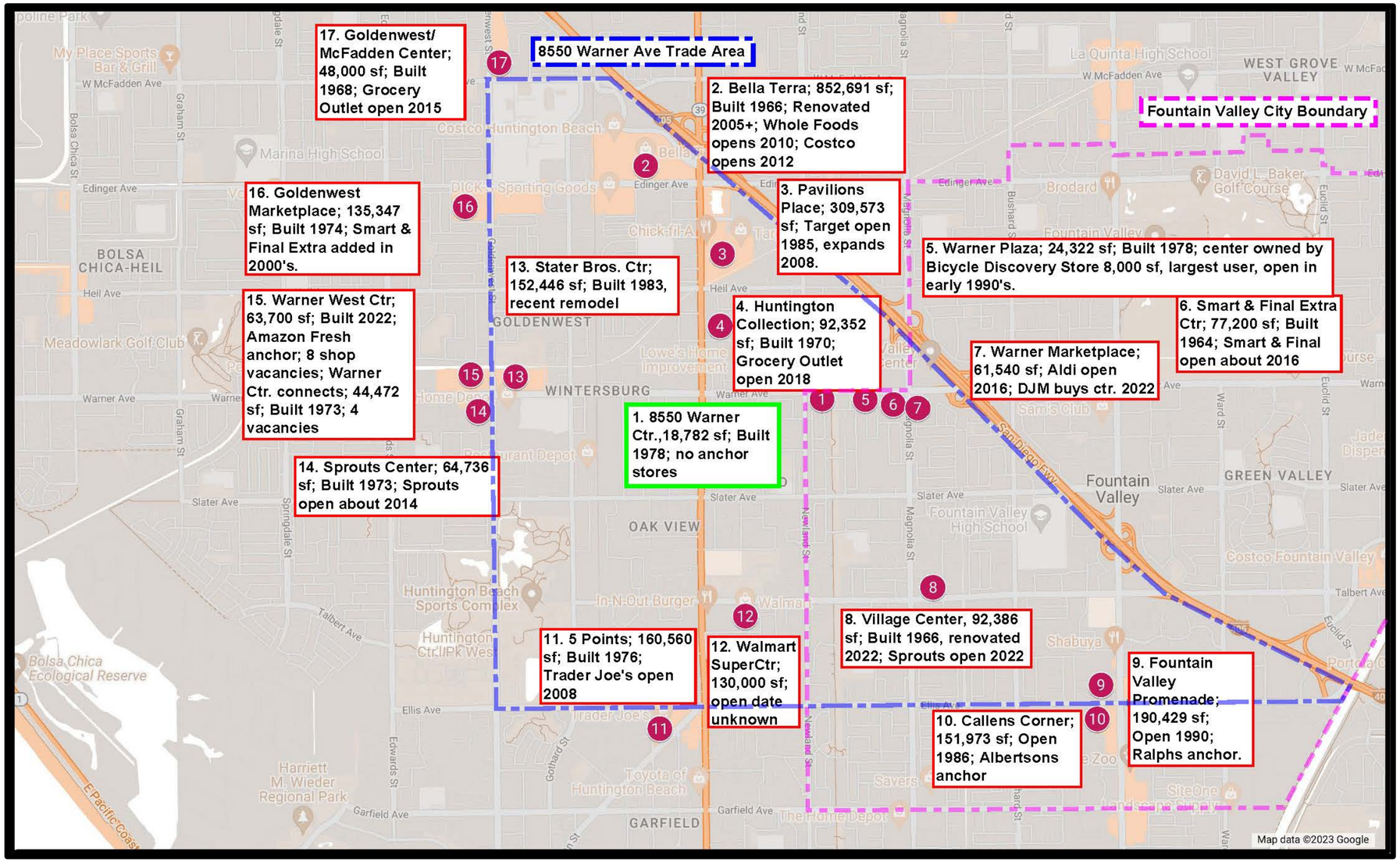
MAJOR COMPETITION: MANY NEW ANCHORS

TEN NEW ANCHOR STORE OPENINGS SINCE 2008		
YEAR	STORE	MAP
2022	Amazon Fresh	15
2022	Sprouts	8
2018	Grocery Outlet	4
2016	Aldi	7
2016	Smart & Final	6
2015	Grocery Outlet	17
2014	Sprouts	14
2012	Costco	2
2010	Whole Foods	2
2008	Trader Joe's	11



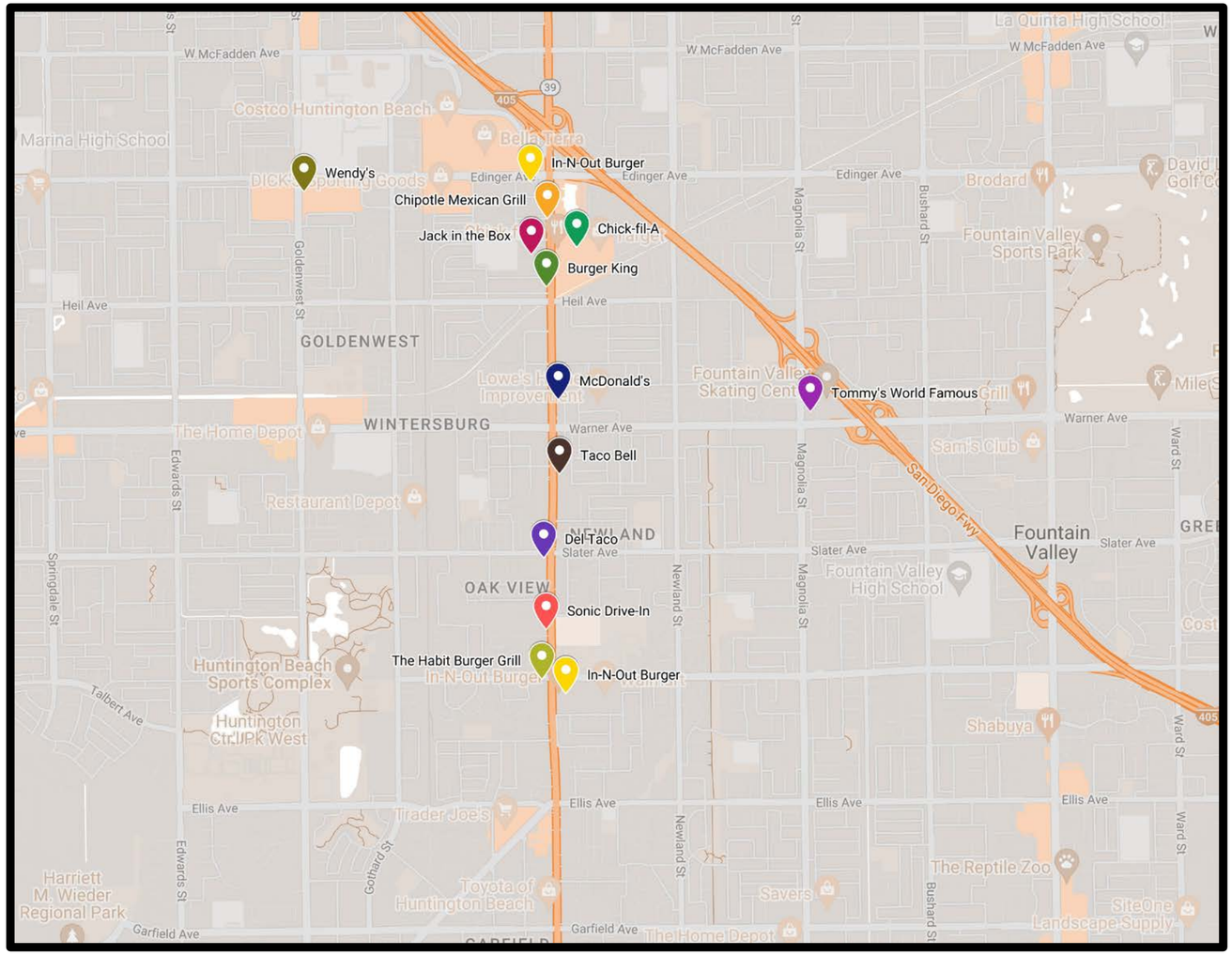
8550 WARNER IS NOT COMPETITIVE TODAY

1. Fierce anchored center competition has devastated the small *8550 Warner Ctr.*
2. Most centers are 3 to 30 times larger at 60K-850K sf.
3. Ten (10) anchor store openings nearby in last 15 years.
4. Since 2008: Trader Joe's, Costco, Whole Foods, Sprouts, Aldi, Grocery Outlet, Smart & Final Extra, Amazon Fresh.
5. 8550 Warner cannot compete in new retail environment.
6. No physical beautification can remedy *8550 Warner* flaws: small size and lack of anchor stores.



8550 WARNER NOT SUITED FOR FAST-FOOD PADS

1. **No lighted left turn lanes.**
2. **Not immediately next to major streets.**
3. **Cannot do drive-through pads desired by new fast-food stores.**
4. **Stacking lane issues cannot be satisfied on site.**
5. **Site does not meet basic, new fast-food broker requirements (see new Chick-fil-A site, next slide).**
6. **Wide selection already of fast-food outlets nearby.**



Fast Food Restaurants

- In-N-Out Burger
- Burger King
- Chick-fil-A
- Chipotle Mexican Grill
- Del Taco
- Jack in the Box
- McDonald's
- Sonic Drive-In
- Taco Bell
- The Habit Burger Grill
- Tommy's World Famous
- Wendy's

NEW PLANNED CHICK-FIL-A, AMAZON FRESH CENTER, HUNTINGTON BEACH

SITE PLAN ILLUSTRATES WHAT TOP OPERATORS WANT:

1. **NEAR TWO MAIN STREETS.**
2. **SUBSTANTIAL TRAFFIC FLOWS AT ALL HOURS.**
3. **VISIBILITY ALONG MAJOR STREET, GOLDENWEST, WITH DIRECT ACCESS.**
4. **ADEQUATE PARKING FIELD.**
5. **LENGTHY DRIVE-THRU LANE.**
6. **SYNERGY WITH BUSINESS NEXTDOOR – GROCERY STORE.**
7. **LIGHTED LEFT TURN LANE OFF WARNER.**

8550 WARNER SITE NOT SUITED FOR NEW FULL-SERVICE RESTAURANTS
STRONG COMPETITION FROM FOUNTAIN VALLEY RESTAURANTS

1. Brookhurst Ave. is City's main arterial for dining.

2. High quality, popular Asian/Vietnamese dining concentrated on N. Brookhurst and around Mile Square Park.

3. Since Covid-19, Vietnamese dining company, Kei Concepts, has opened four new restaurants: three at the N. Brookhurst, Town Center (Albertson's anchored), and Nep Café (day) and Gem (evenings) on Warner Ave. across from Mile Square Park.

4. Regional-draw Vietnamese restaurant, Brodard, (8,000 sf) at Town Center serves as catalyst for attracting other Asian concepts.

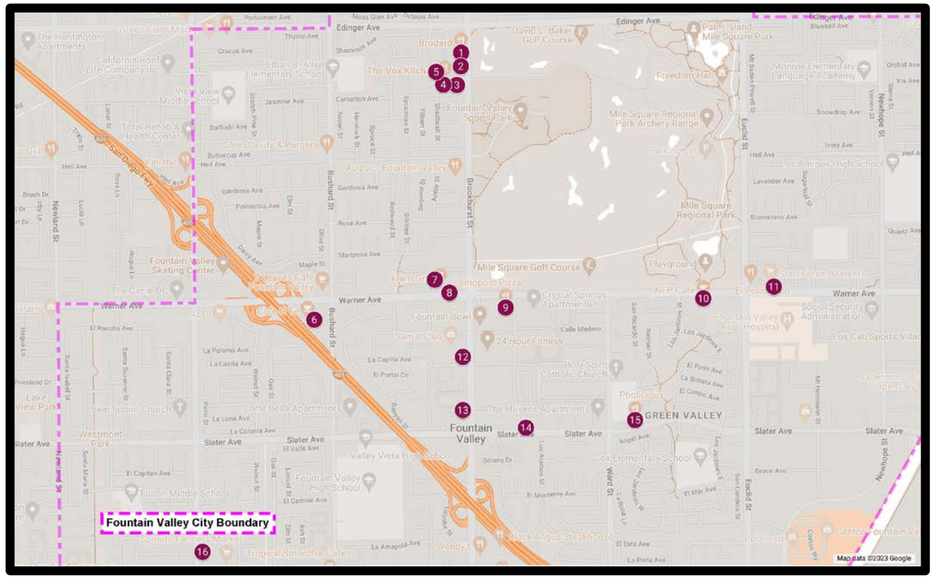
5. Chain restaurants on S. Brookhurst: e.g., Mimi's Café, Stonefire Grill, Islands, and Urban Plates, opening soon, just S. of 405 Freeway.

6. 8550 Warner Center cannot compete with powerful regional, Asian dining draw of N. Brookhurst: high customer spin-off from Mile Square Park.

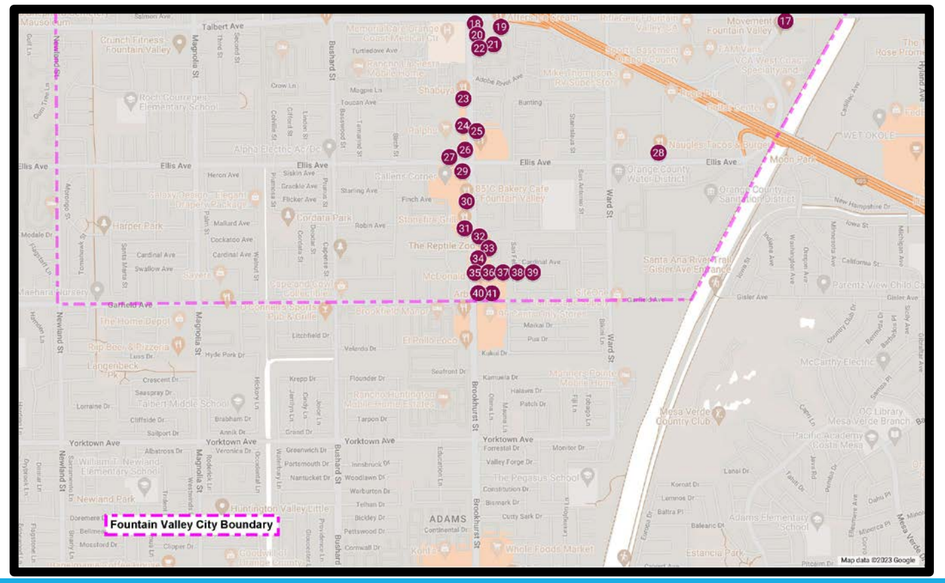
7. Both N. and S. Brookhurst provide superior restaurant sites in Fountain Valley.

9. Restaurant brokers seek well-established, anchored center locations, as found on Brookhurst.

10. 8550 Warner site too small—not even any mini-anchors (8K-20K sf).



BROOKHURST NORTH



BROOKHURST SOUTH

FULL-SERVICE RESTAURANTS [1/]	
NORTH RESTAURANTS	**MAP**
Brodard	1
INI Ristorante by Kei Concepts [2/]	2
KIN Izakaya by Kei Concepts [2/]	3
ROL Hand Roll Bar by Kei Concepts [2/]	4
The Vox Kitchen by Kei Concepts [3/]	5
Mel's Diner	6
Ikram Grill	7
Moonlight Pizza & Chicken	8
Lamppost Pizza	9
Nep Café and Gem Dining by Kei Concepts	10
Hot C Pot	11
Sabrosada	12
Lau Tom 5 Ri	13
Silky Sullivan's Restaurant & Irish Pub (Moving)	14
Pholicious	15
Bon Tofu & Grill	16
SOUTH RESTAURANTS	**MAP**
Istanbull Grill California	17
California Fish Grill	18
Chicken Maison	19
Urban Plates (Opening Soon)	20
Sushi Koto	21
Fire Wings Fountain Valley	22
Shabuya	23
Shin-Sen-Gumi Robata & Yakitori - Fountain Valley	24
The Recess Room	25
Mimi's Café	26
Full Moon Sushi	27
Naugles	28
Rubio's Costal Grill	29
85°C Bakery - Fountain Valley	30
Stonefire Grill	31
Fortune Cookies	32
Tsuruhashi	33
Sushi Plus	34
Kitakata Ramen Ban Nai - Fountain Valley	35
Mountain Mike's Pizza	36
HUNGRY BOY Thai Café'	37
Cal Shabu - Fountain Valley	38
BOK Kitchen	39
Plant Power Fast Food	40
Artisan - 7 Leaves & Crema Bakery	41

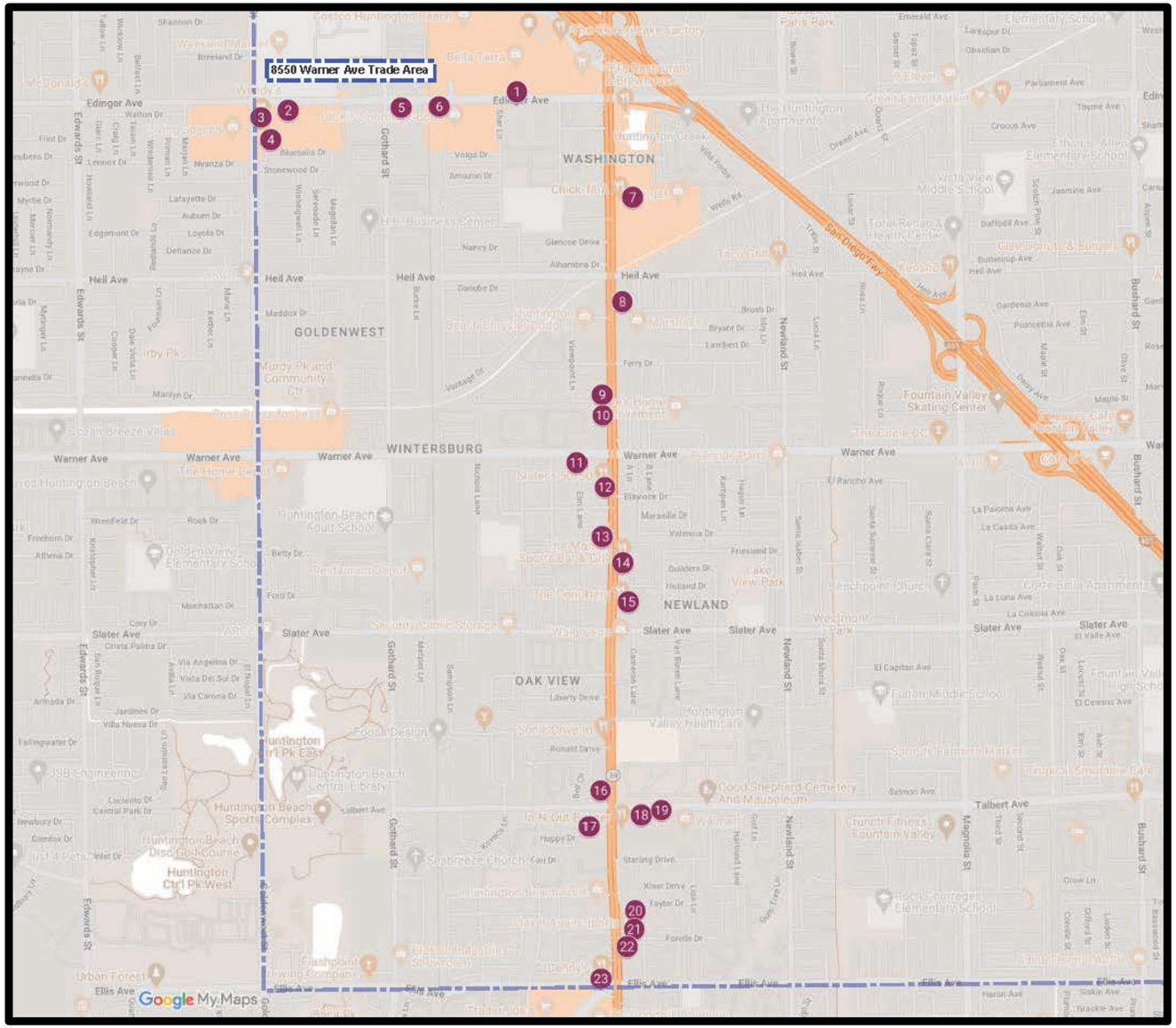
[1/] Restaurants Rated Yelp 3.5+; Islands not included due to Yelp rating below 3.5.

[2/] New restaurants located within Fountain Valley Town Center since 2020.

[3/] Open about 5 yrs. in FV Town Center

8550 WARNER SITE NOT SUITED FOR NEW FULL-SERVICE RESTAURANTS STRONG COMPETITION FROM HUNTINGTON BEACH RESTAURANTS

1. Many national chain restaurants are closing outlets.
2. Built vacant locations at stronger sites are fiercely competitive (e.g., Bella Terra Center, vacant Marie Callender's at Pavilions Target Center).
3. Many chains recovering Covid-19 lost revenues.
4. Severe labor shortages impeding expansions.
5. Higher construction and financing costs reducing restaurant expansions.
6. Restaurant brokers seek large, anchored centers for customer draw.
7. High number of restaurants nearby. Bella Terra Center (Fogo de Chao, Snooze open soon) and Beach Blvd. are stronger dining districts.
8. 8550 Warner site too small—not even any mini-anchors (8K-20K sf).



FULL-SERVICE RESTAURANTS [1/]	
RESTAURANT	MAP
BELLA TERRA: CPK, Puestos, The Cheesecake Factory, Islands, King's Fish House, Kabuki, Buffalo Wild Wings, Chronic Tacos, Luna Grill	1
Don Ramon's Mexican Restaurant	2
Green Tomato Grill	3
Curry and Kabab Bistro	4
Morena's Mexican Cusine	5
STACKED	6
Lazy Dog Restaurant & Bar	7
NORMS Restaurant	8
Olive Garden Italian Restaurant	9
Slice Shabu	10
ROL Hand Roll Bar by Kei Concepts	11
Slater's 50/50	12
Habachihana Japanese Grill	13
The Mamba Sports Bar & Grill	14
Steadfast Café	15
Ahipoke	16
Matsu	17
Pho Lab	18
Triple-T	19
The Fresh Green Olive HB	20
Heirloom a Modern Farmhouse	21
Loving Hut Vegan Banh Mi	22
Denny's	23

[1/] Restaurants Rated Yelp 3.5+

OC OFFICE MARKET TOO WEAK TO SUPPORT NEW SPACE

1. No demand for new Orange County Office space.
2. West County, Greater Airport and all Orange County area suffering: 19%-20% vacancy.
3. Market rents too low to warrant new construction.
4. West County market rents only $2.63—need $3.50+/sf to cover construction costs.
5. Office users are reducing space permanently due to remote work.
6. West County total vacant space is high: 823,097 sf (19% vacant).
7. Entire Orange County has 17.2 M sf space vacant.
8. Prime Orange County Airport Area with highest rents ($3.14 Class A) has about 8.0 M sf vacant.

Orange County Key Office Market Data: Q1 2023 1/

Categories	West County	Greater Airport	OC Totals
Inventory SF	4,366,205	39,544,819	90,465,241
Direct Vacant SF	788,273	7,002,000	15,267,869
Sublet Vacant SF	34,824	951,458	2,023,700
Overall Vacant SF	823,097	7,953,458	17,291,569
Overall Vacancy Rate %	18.9%	20.1%	19.1%
Overall Avg. Asking Rent (All Classes)	$2.63	$3.04	$2.83
Overall Avg. Asking Rent (Class A Only)	$2.93	$3.14	N.A.
Current Qtr. Net Absorption	-112,547	-382,537	-1,146,635
YTD Leasing Activity	41,396	619,918	1,127,279
YTD Construction Completions	0	0	258,194
Under Construction	0	0	0

West County includes Cities of Fountain Valley, Huntington Beach, Westminster, Garden Grove, Los Alamitos/Stanton, Seal Beach.

1/ Source: Cushman & Wakefield Q1 2023. Owner-user buildings are not included in the survey.

OC MEDICAL OFFICE MARKET TOO WEAK AS WELL

1. 8550 Warner site not close to hospitals for medical users.
2. Nearly a million sf of vacant medical space in Orange County, or 10.5% vacancy rate.
3. West Orange County rents too low at $2.67—need $3.50 - $4.00+ to cover construction costs.
4. Medical professions seek modest/low rents due to high overhead costs.
5. Younger, new medical users want to be in growing neighborhoods, not Fountain Valley.
6. South Orange County only area with positive absorption of 28,634 sf and $3.59/sf rents.

Orange County Key Medical Office Market Data: Q1 2023 1/

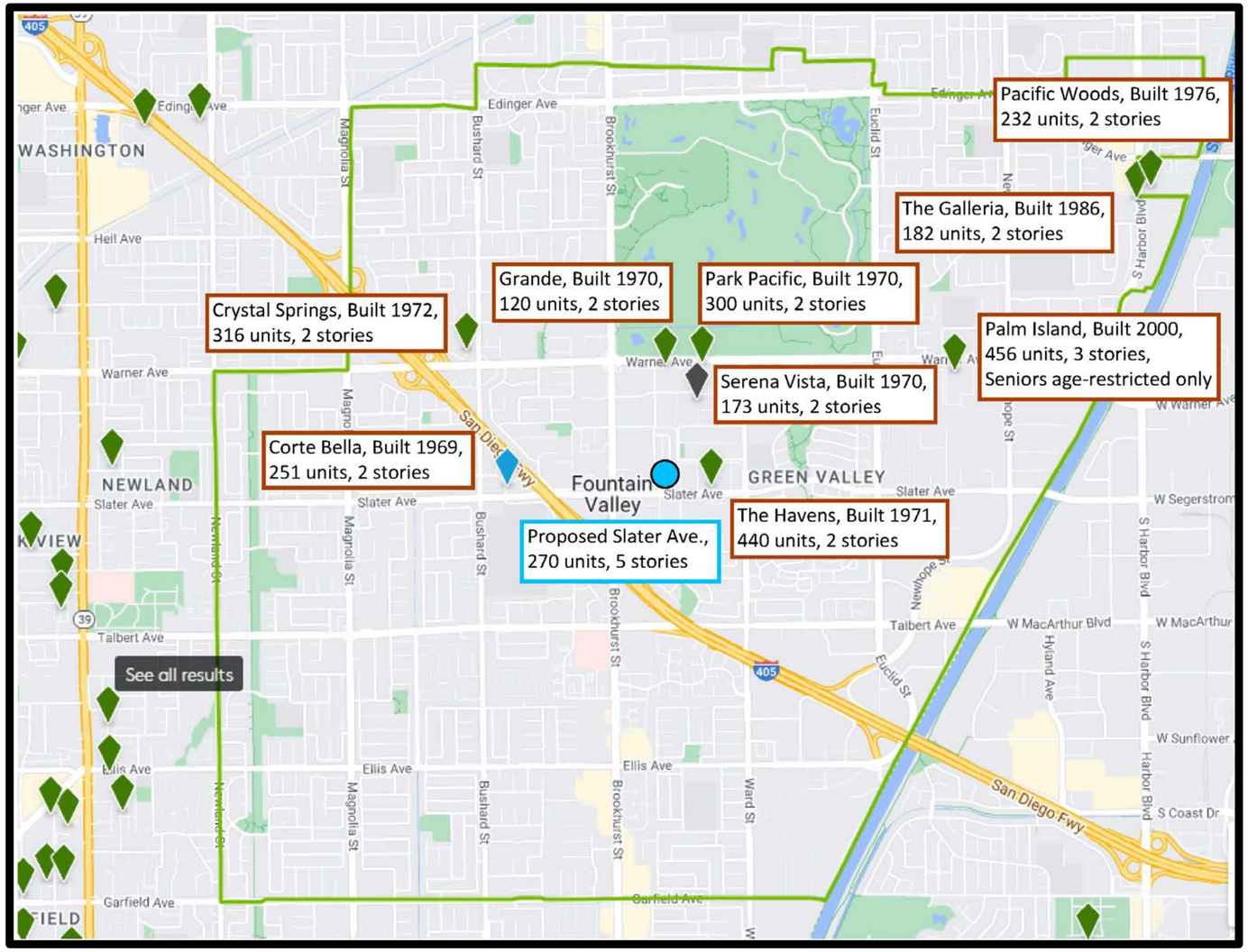
Categories	West County	Greater Airport	OC Totals
Inventory SF	1,314,626	1,414,058	9,101,002
Direct Vacant SF	48,357	135,252	741,002
Sublet Vacant SF	4,085	700	216,463
Overall Vacant SF	52,442	135,952	957,465
Overall Vacancy Rate %	4.0%	9.6%	10.5%
Overall Avg. Asking Rent (All Classes)	$2.67	$4.05	$3.18
Current Qtr. Net Absorption	-20,245	-13,504	-12,462
YTD Leasing Activity	971	5,213	60,781
YTD Construction Completions	0	0	0
Under Construction	0	0	0

West County includes Cities of Fountain Valley, Huntington Beach, Westminster, Garden Grove, Los Alamitos/Stanton, Seal Beach.

1/ Source: Cushman & Wakefield Q1 2023. Owner-user buildings are not included in the survey.

LACK OF NEW FOUNTAIN VALLEY APARTMENTS

1. No new apartments have been built in Fountain Valley since 1986.
2. Only a seniors', age-restricted, three-story apartment across from hospital is newer: 456 units built 2000.
3. Only one older apartment (1969) on West side of Frwy 405.
4. For young and move-down older Fountain Valley residents seeking apartment living, no new supply.
5. Only nearby quality, contemporary, new apartments are in Huntington Beach.
6. No known planned apartments in Fountain Valley are currently under construction.
7. Proposed five-level, Slater Avenue Apartments (270 units) not started; old office bldg. not yet demolished.
8. Slater Avenue five-level wrap design is costly to build.



FOUNTAIN VALLEY GENERAL PLAN UPDATE
MARKET STUDY BY PLACEWORKS (7/19)
REPORTS LACK OF RETAIL AND OFFICE DEMAND

1. **“There is little demand for new retail development in the city.” (p. 1).**
2. **Study states General Plan “should focus on providing options for alternative uses for the transition of some existing retail centers if continuing changes in the nature of retail reduce the value of retail properties over the long-term.” (p. 1).**
3. **Study highlights the negative impact of e-commerce on bricks and mortar shopping, with shopping center vacancies increasing. (pp. 3, 10-11).**
4. **Lack of retail demand cannot be saved by new household growth — growth has been only 0.1 percent in Fountain Valley since the recession. (p. 15).**

FOUNTAIN VALLEY GENERAL PLAN UPDATE
MARKET STUDY BY PLACEWORKS (7/19) CONCLUDES THERE IS "ABUNDANT" DEMAND FOR NEW RESIDENTIAL DEVELOPMENT

1. "Fountain Valley's taxable retail sales have not recovered to prerecession levels and have declined since 2012." (p. 22).
2. Study states: "Fountain Valley is generally not viewed advantageously for speculative office space development...." (p. 2).
3. Office "lease rates are too low (in Central OC) to support new development" at $2.48/s.f. "compared to countywide average of $2.96 and $3.21 in the airport area." (p. 36).
4. In contrast to weak retail/office demand, "there is abundant market demand for additional housing in Fountain Valley." (p. 33).

FOUNTAIN VALLEY DRAFT HOUSING ELEMENT (DATED 8/22) SUPPORTS NEW APARTMENTS

1. Rentals report 1.3% vacancy—a severely low rate. (p. 14).
2. Only 53 Multi-Family units built in over 11 years. (p. 11).
3. A healthy rental vacancy would be 5%. (p. 14).
4. Out of a total of 18,469 housing units in 10+ unit buildings, only 2,358 were housed by rentals in 2019, or 12.7% of the total — a low supply. (Table H-7, p. 12).
5. “Construction of additional rental units represents a key step in providing affordable housing opportunities for current and future moderate-income households.” (p. 16).

CONCLUSIONS
HIGHEST-AND-BEST REAL ESTATE USE
FOR 8550 WARNER SITE

1. SITE IS NO LONGER SUITABLE FOR RETAIL USE.
2. SITE IS PLAGUED BY STRUCTURAL FLAWS: TOO SMALL FOR ANCHOR STORES; NOT BORDERED BY MAJOR STREETS; POOR ACCESS WITH NO LIGHTED TURN LANE.
3. SITE IS WEAKEST FORM OF RETAIL: NOT INVESTOR-DESIRED.
4. CITY'S RETAIL SALES HAVE NOT RECOVERED FROM PRE-RECESSION LEVELS PER CITY'S MARKET STUDY.
5. CITY IS NEGATIVELY IMPACTED BY E-COMMERCE SALES.
6. SITE HAS BEEN HAMMERED BY STRONGER, NEARBY COMPETITION—WITH 10+ NEW ANCHOR STORES IN 15 YEARS.
7. WEST COUNTY OFFICE VACANCIES AND RENTS DO NOT SUPPORT NEW DEVELOPMENT: 19% VACANT (823,097 SF VACANT) AND LOW AVERAGE ASKING RENT OF $2.63/SF.
8. WEST COUNTY MEDICAL OFFICE RENTS ALSO WEAK AT $2.67/SF; SITE NOT NEAR HOSPITAL.
9. ONLY USE VIABLE AT 8550 WARNER SITE IS HIGH-DENSITY RESIDENTIAL: APARTMENTS, WITH LOW VACANCY (1.3%) AND LOW SUPPLY.

NEW QUALITY APARTMENTS ONLY USE WITH ENOUGH LOCAL DEMAND SUITABLE FOR 8550 WARNER SITE

PARKSIDE
FOUNTAIN VALLEY

PROPOSED
TENANT MIX

72 Unit Apartment Complex
13% Density Bonus
15% Affordable Units (10 units)

Unit Type	Quantity	Square Feet
Studio - C1	6	550
1 BD - A2	4	750
Total	**10**	

Studio and 1 Bedroom
Very Low (31-50%)

Household Size	Annual Income Limit	Maximum Rent
1 Person	$47,450	$1,186
2 Persons	$54,200	$1,355

1. Annual Income Limit based on HCD income limits 2022.
2. Maximum rent calculated as 30% of gross income divided by 12 months.
3. Median Income $119,100 for 4 persons.

NORTH / WEST ELEVATION: WARNER AVE.

NORTH / WEST ARIEL VIEW

NORTH / EAST ELEVATION: WARNER AVE.

SOUTH / WEST ARIEL VIEW

G1.3

8550 WARNER AVENUE
THE STELLRECHT COMPANY
1526 TRANSISTOR LANE HUNTINGTON BEACH, CA 92649
714-898-7557

PARKSIDE- FOUNTAIN VALLEY, CA

PROJECT RENDERINGS

Date: 07.20.2023
Job No: 2021-401
Scale:

AO ARCHITECTS
144 NORTH ORANGE ST., ORANGE, CA 92866
(714) 639-9860

AO Architecture. Design. Relationships.

FINAL COMMENTS

8550 WARNER SITE'S POSITIVE TRAITS FOR APARTMENTS

1. ADJACENT TO LONG LINEAR PARK.
2. ADJACENT TO VETERINARY CLINIC SLATED FOR REHABILITATION.
3. CLOSE TO FREEWAY 405 FOR EASY ACCESS TO WORK.
4. WEST SIDE OF FREEWAY 405 IS DESIRABLE LOCATION — VERY FEW MULTI-FAMILY DEVELOPMENT OPTIONS ON WEST SIDE OF CITY.
5. SMALLER SIZE AND LOWER COMPLEXITY WILL LIKELY BE EASIER TO FINANCE, BUILD, AND LEASE QUICKLY, THEREBY ADDING TO CITY'S AFFORDABLE HOUSING STOCK.

QUESTIONS?

FOUNTAIN VALLEY
8550 WARNER AVENUE
SITE REVIEW

LINDA S. CONGLETON & ASSOCIATES

LINDA S. CONGLETON, PRINCIPAL

Mitigated Negative Declaration

8550 Warner Avenue Project (Parkside FV)

The 8550 Warner Avenue Project (Parkside FV) Mitigated Negative Declaration and all Appendices can be found under the following link:

https://www.fountainvalley.gov/1531/Parkside-FV

Included in the link above are the following:

Appendix A: CalEEMod Results
Appendix B: Transportation Screening Assessment
Appendix C: Construction Health Risk Assessment
Appendix D: Cultural Resources Assessment
Appendix E: Geotech Engineering Investigation
Appendix F: Water Quality Management Plan
Appendix G: Noise Measurement and Modeling Data
Appendix H: Fountain Valley School District Will Serve Letter
Appendix I: Republic Services Will Serve Letter
Appendix J: Response to Comments on the Draft IS-MND
Appendix K: Mitigation Monitoring and Reporting Program

8550 Warner Avenue Project

Final Initial Study – Mitigated Negative Declaration
SCH No. 2026010463

prepared by

City of Fountain Valley
Community Development Department
10200 Slater Avenue
Fountain Valley, California 92708
Contact: Steven Ayers, Principal Planner

prepared with the assistance of

Rincon Consultants, Inc.
250 East 1st Street, Suite 1400
Los Angeles, California 90012

March 2026

RINCON CONSULTANTS

Table of Contents

Initial Study 1
1. Project Title 1
2. Lead Agency Name and Address 1
3. Contact Person and Phone Number 1
4. Project Sponsor's Name and Address 1
5. Project Location 1
6. Surrounding Land Uses 4
7. Land Use and Zoning 4
8. Description of Project 4
9. Construction and Grading 12
10. Other Public Agencies Whose Approval is Required 12
11. Have California Native American Tribes Traditionally and Culturally Affiliated with the Project Area Requested Consultation Pursuant to Public Resources Code Section 21080.3.1? 13

Environmental Factors Potentially Affected 15

Determination 15

Environmental Checklist 17
1 Aesthetics 17
2 Agriculture and Forestry Resources 21
3 Air Quality 23
4 Biological Resources 35
5 Cultural Resources 41
6 Energy 45
7 Geology and Soils 49
8 Greenhouse Gas Emissions 57
9 Hazards and Hazardous Materials 63
10 Hydrology and Water Quality 69
11 Land Use and Planning 75
12 Mineral Resources 77
13 Noise 79
14 Population and Housing 91
15 Public Services 93
16 Recreation 97
17 Transportation 99
18 Tribal Cultural Resources 103
19 Utilities and Service Systems 105
20 Wildfire 111
21 Mandatory Findings of Significance 115

References 123
Bibliography 123
List of Preparers 127

Tables

Table 1 Existing Utility Service Providers....8
Table 2 Health Effects Associated with Criteria Pollutants....25
Table 3 Air Quality Thresholds of Significance....26
Table 4 SCAQMD LSTs for Construction/Operation (SRA-17)....27
Table 5 Proposed Project Construction Emissions....29
Table 6 Proposed Project Operational Emissions....30
Table 7 Proposed Project LST Construction Emissions....31
Table 8 Estimated Construction GHG Emissions....60
Table 9 Combined Annual Emissions of Greenhouse Gases....60
Table 10 Short-Term Noise Measurement Results....81
Table 11 Long-Term Noise Measurement Results (LT 1)....83
Table 12 Long-Term Noise Measurement Results (LT 2)....83
Table 13 FTA Construction Noise Criteria....84
Table 14 Fountain Valley Municipal Code Exterior Noise Standards....85
Table 15 FTA Vibration Damage Criteria....85
Table 16 Estimated Noise Levels at Sensitive Receptors by Construction Phase....87
Table 17 Proposed Project Student Generation....95
Table 18 Normal Year Water Supply and Demand Comparison (AFY)....107
Table 19 Single Dry Year Water Supply and Demand Comparison (AFY)....107
Table 20 Multiple Dry Year Water Supply and Demand Comparison (AFY)....108

Figures

Figure 1 Regional Location....2
Figure 2 Project Site....3
Figure 3 Conceptual Plan....6
Figure 4 Visual Renderings of the Proposed Project....7
Figure 5 Landscape Plan – Overall Project Site....10
Figure 6 Landscape Plan – Amenity Building....11
Figure 7 Approximate Noise Measurement Locations....82

Appendices

Appendix A CalEEMod Results
Appendix B Transportation Screening Assessment
Appendix C Construction Health Risk Assessment
Appendix D Cultural Resources Assessment
Appendix E Geotechnical Engineering Investigation
Appendix F Water Quality Management Plan
Appendix G Noise Measurement Data and Modeling
Appendix H Fountain Valley School District Will-Serve Letter
Appendix I Republic Services Will-Serve Letter
Appendix J Responses to Comments on the Draft IS-MND
Appendix K Mitigation Monitoring and Reporting Program

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Initial Study

This Final Initial Study-Mitigated Negative Declaration (IS-MND) consists of the Draft IS-MND (circulated January 14, 2026 through February 13, 2026 for a 30-day public review period; SCH No. 2026010463) and this document containing responses to comments received from the public (Appendix J) and a Mitigation Monitoring and Reporting Program (Appendix K). Mitigation measures are incorporated into the project and will be enforced through the MMRP pursuant to *CEQA Guidelines* Section 15097.

1. Project Title

8550 Warner Avenue Project

2. Lead Agency Name and Address

City of Fountain Valley
Community Development Department
10200 Slater Avenue
Fountain Valley, California 92708

3. Contact Person and Phone Number

Steven Ayers, Principal Planner
714-593-4431

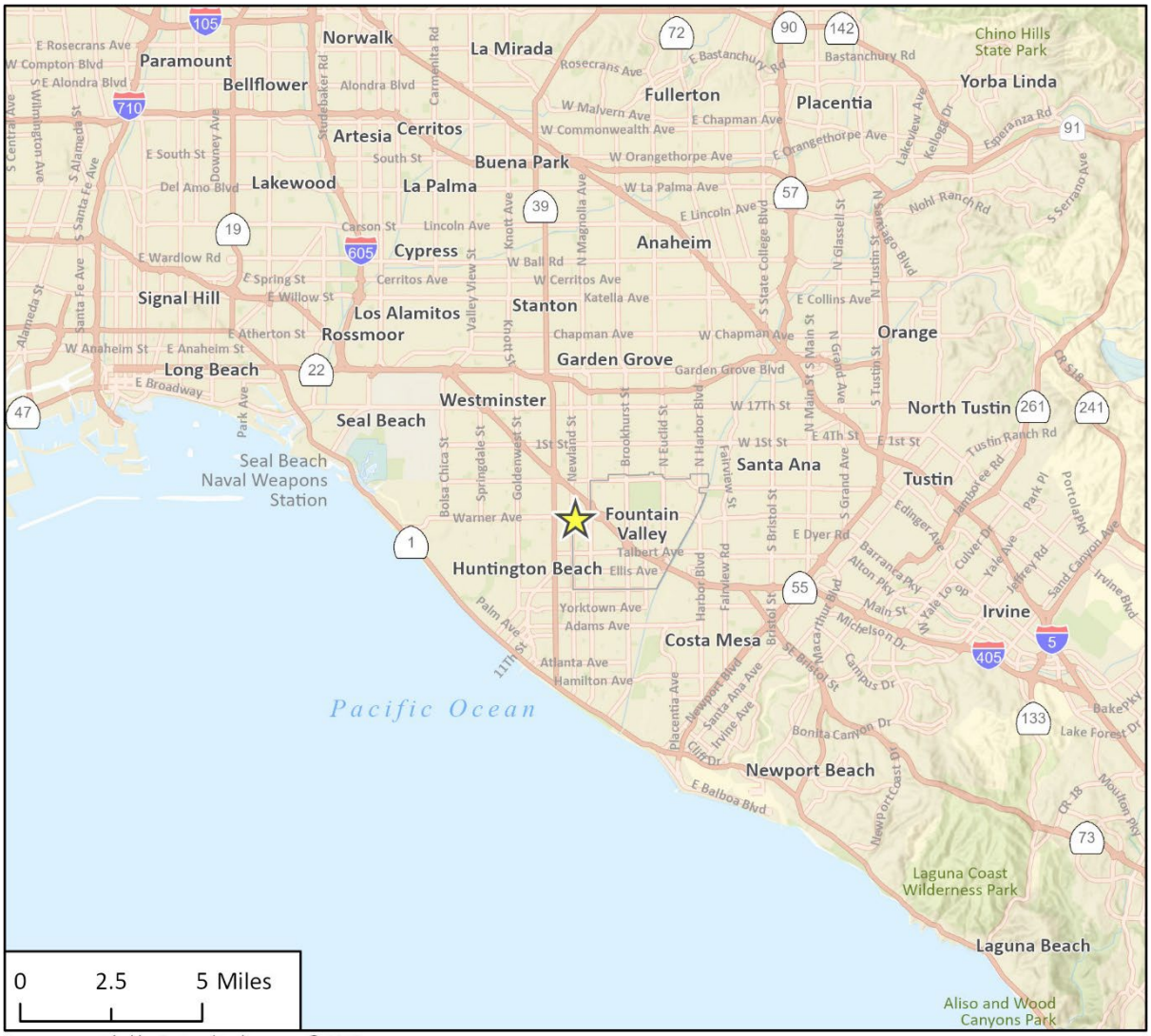
4. Project Sponsor's Name and Address

The Stellrecht Company, FV Center LP
15261 Transistor Lane
Huntington Beach, California 92649

5. Project Location

The approximately 2.119-acre (or 92,325-square-foot) project site is located at 8550 Warner Avenue in Fountain Valley, California, and is situated on the south side of Warner Avenue approximately 500 feet east of Newland Street. The site consists of one (1) legal parcel (Assessor's Parcel Number 167-361-17) and is currently developed with an 18,782-square-foot, one (1)-story commercial center and surface parking, constructed in the mid-1970s. The commercial center consists of 14,782 square feet of general commercial uses and 4,000 square feet designated for restaurant use; however, the restaurant space is currently vacant. The project site is almost entirely developed or paved with some landscaping on the northern and southern borders of the project site, including trees and shrubs. Three (3) ingress/egress driveways on Warner Avenue currently provide vehicle access to the site. Figure 1 shows the project site in a regional context. Figure 2 shows the project site boundary.

Figure 1 Regional Location



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25-17226 EPS
Fig 1 Regional Location

Project Location

N

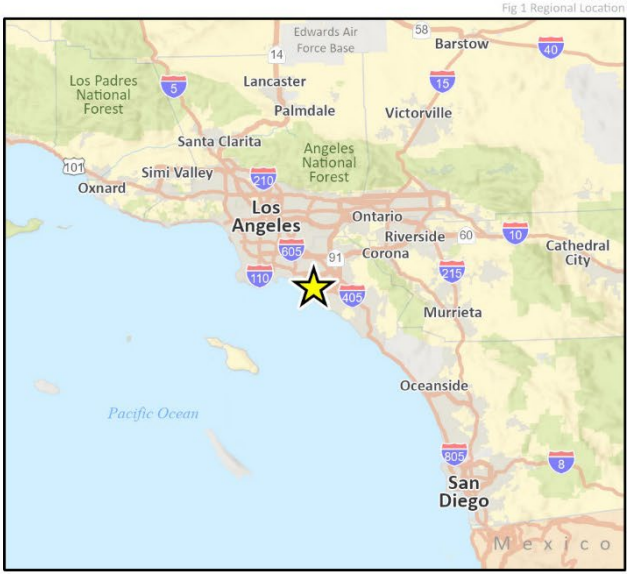


Figure 2 Project Site

Imagery provided by Microsoft Bing and its licensors © 2025.

25-17226 EPS
Fig X Project Location

6. Surrounding Land Uses

The project site is bordered by Warner Avenue to the north and single-family residential development across Warner Avenue further north in the City of Huntington Beach; Westmont Park and electricity utility lines to the east; single-family residential development to the south; and an animal hospital (Warner Avenue Animal Hospital), gas station (ARCO), and café (Valencia Shop) to the west. Figure 2 shows the land uses surrounding the project site.

7. Land Use and Zoning

The project site currently is designated as Local Commercial by the Fountain Valley General Plan and currently zoned as C1 (Local Business). As part of the 8550 Warner Avenue Project (proposed project), the project applicant is requesting a General Plan Amendment from Local Commercial to High Density Residential and a Zoning Map Amendment from C1 (Local Business) to R4 (High Density Multiple Dwelling). The High Density Residential land use allows for 15 to 30 dwelling units per acre, and, correspondingly, the R4 zone permits a residential density of 30 dwelling units per acre.

Pursuant to California Density Bonus Law, 15 percent of the total residential units would be reserved as affordable units. Pursuant to Government Code Section 65915(a), when an applicant seeks a density bonus for housing development within the jurisdiction of a city, the local government shall provide the applicant with incentives or concessions for the production of housing units, waivers or reductions of development standards, and modified parking ratios.

To facilitate the development of the proposed 72 residential units on-site (discussed further under *Description of Project*), and because the project applicant is proposing to designate 15 percent of the base density as affordable housing units for very-low income households, the project applicant is requesting the following three (3) concessions to the R4 zone development standards:

- Concession to the City's Zoning Code (Fountain Valley Municipal Code [FVMC] Section 21.08.040) to allow for a 37-foot nine (9)-inch and 73-foot two (2)-inch third story rear setback in lieu of the required 100-foot setback adjacent to single-family residential development.
- Concession to the City's Zoning Code (FVMC Section 21.08.040) to allow a reduced balcony size requirement. This concession would reduce the minimum requirement of 100 square feet of private open space per unit with a minimum 10-foot dimension (in width and depth) to a new minimum requirement of 65 square feet of private open space per unit with a minimum seven (7)-foot dimension (in width and depth).
- Concession to the City's Zoning Code (FVMC 21.08.040) to allow for the increase in number of units per 1,452 square feet. This concession would increase the maximum number of units per 1,452 square feet from one (1) unit per 1,452 square feet to 1.13 units per 1,452 square feet.

8. Description of Project

The 8550 Warner Avenue Project (proposed project or project) involves the construction of a three (3)-story, 72-unit apartment complex and a one (1)-story amenity building on the 2.11-acre project site. The proposed apartment complex would consist of one (1) residential building and one (1) amenity building totaling 76,876 square feet that form a U-shape on the project site. The residential building would be located on the eastern, northern, and western portions of the project site and

would have a height of 30 feet to the roof, 34 feet to the top of parapet, and a maximum height of 39 feet to the roof apex. The residential units would consist of nine (9) studio units, 37 one (1)-bedroom units, and 26 two (2)-bedroom units totaling 68,507 square feet with 6,941 square feet of private open space in the form of balconies and patios. Of the total residential units, 15 percent, or 10 units total, would be set aside for very-low income households and would consist of one (1) studio unit, five (5) one (1)-bedroom unit, and four (4) two (2)-bedroom units. The one (1)-story amenity building would be located in the center of the apartment complex property and include a 122-square-foot leasing office, 663-square-foot clubhouse, and an adjacent trellis structure with a patio area. The architecture of the project incorporates a contemporary design with neutral color tones.

Figure 3 shows the proposed project's conceptual site plan. Figure 4 shows visual renderings of the proposed project from various points of view, including from Warner Avenue.

Site Access and Parking

Site Access

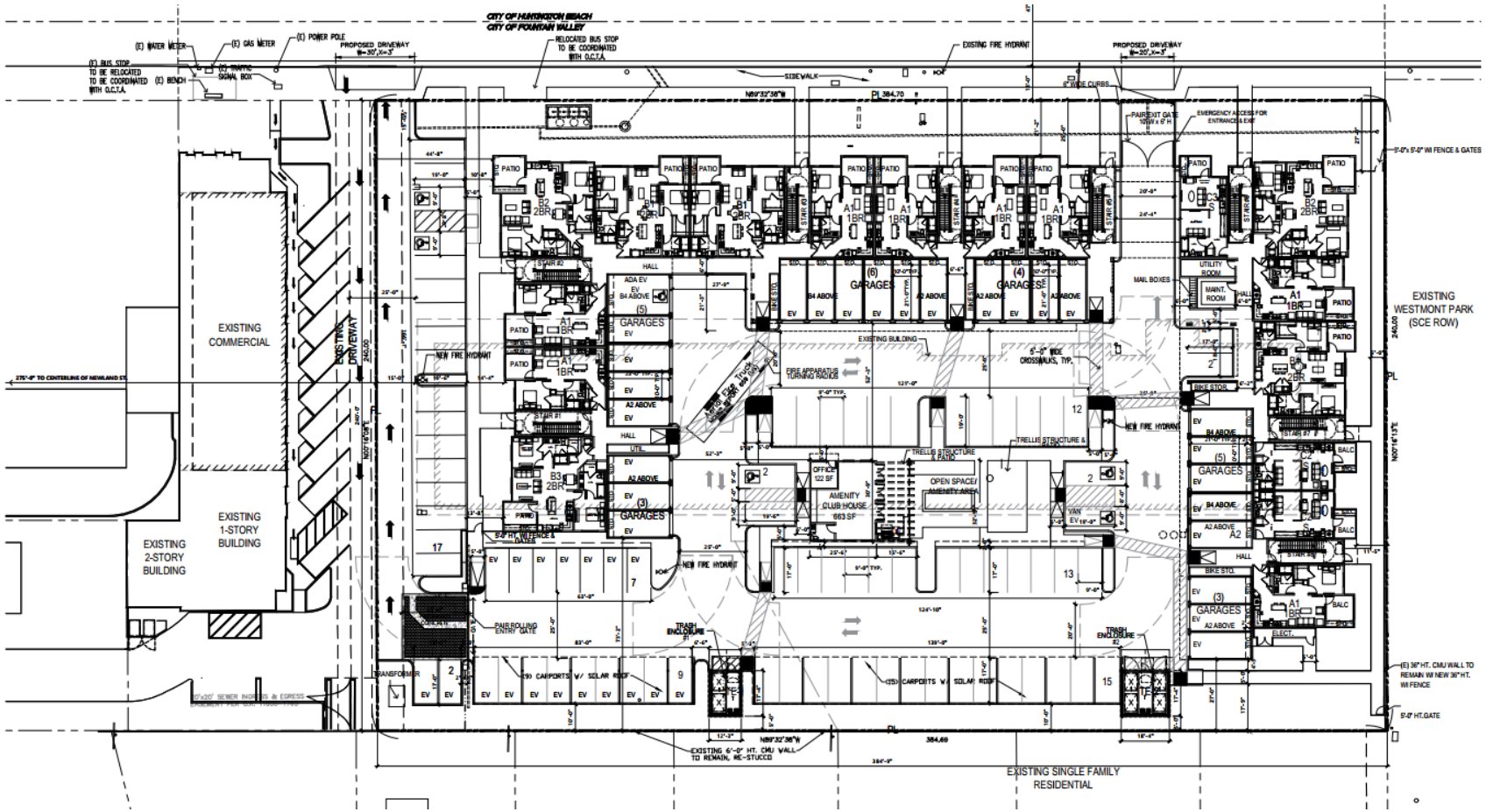
Under existing conditions, the project site is accessible by vehicle via three (3) ingress/egress driveways on Warner Avenue. The project would eliminate one (1) driveway, relocate another driveway, and end up with two (2) driveways from Warner Avenue for the proposed project in lieu of the three (3) existing driveways on-site. One (1) driveway would be located at the northwest corner of the project site and would route vehicles to the southern portion of the project site where an entry gate would provide further access to the apartment complex. The other driveway would be located at the northeast portion of the project site and would connect to a separate entry gate into the apartment complex. Both driveways would also provide ingress and egress access for emergency vehicles. As part of the driveway construction, the proposed project would relocate an existing Orange County Transportation Authority (OCTA) bus stop for Route 72 approximately 115 feet to the east, which would be coordinated with OCTA. On-site vehicle circulation would consist of a looped roadway that surrounds the amenity building and connects to both project site driveways. Pedestrian access would be provided by the existing sidewalk parallel to Warner Avenue connecting to on-site pathways and access points.

Parking

The proposed project would provide a total of 107 parking spaces on-site,[1] consisting of 96 resident parking spaces and 11 guest parking spaces, including five (5) ADA-accessible spaces. A total of 45 parking spaces would be electric vehicle (EV) charging capable, including six (6) spaces equipped with EV chargers. Parking would be offered in a mix of car garages, carports (with solar panel roofs), and outdoor unsheltered parking. The project would also include four (4) bicycle lockers with capacity to store six (6) bikes per locker. Bicycle lockers would include "e-bike" charging infrastructure.

[1] The City requires a parking ratio of 1.5 parking spaces per studio and one (1)-bedroom unit, and two (2) spaces per two (2)-bedroom unit per FVMC Chapter 21.22, which translates to a minimum requirement of 152 parking spaces for the project. However, in accordance with California Density Bonus Law, the project applicant can incorporate a reduced parking count by using State parking requirements, which require one (1) parking space per studio and one (1)-bedroom unit, and 1.5 parking spaces per two (2)-bedroom unit. In accordance with these requirements, the project would be required to provide a minimum of 85 parking spaces.

Figure 3 Conceptual Plan



Source: Architects Orange, 2025

Figure 4 Visual Renderings of the Proposed Project

NORTH / WEST ELEVATION: WARNER AVE.

NORTH /WEST AERIAL VIEW

NORTH / EAST ELEVATION: WARNER AVE.

SOUTH /WEST AERIAL VIEW

Source: Architects Orange, 2025

Utility Connections

Table 1 summarizes the utility service providers for the project.

Table 1 Existing Utility Service Providers

Utility	Service Provider
Water Service	City of Fountain Valley
Sewer	City of Fountain Valley
Natural Gas	Southern California Gas Company
Electricity	Southern California Edison
Cable	Spectrum/Charter Communications
Telecommunications	AT&T, Verizon, Frontier, Spectrum/Charter Communications
Solid Waste	Republic Services

The following discussion summarizes the utility infrastructure that would be maintained or installed as part of the project.

Water

The proposed project would include infrastructure to provide water to the project site. Proposed water infrastructure includes:

- Installation of two (2) eight (8)-inch fire water services with backflow preventers that would connect to three (3) new fire hydrants on the project site. Both water services would connect to the existing water main beneath Warner Avenue.
- Installation of two (2) four (4)-inch domestic water services that would connect to a water meter behind the sidewalk within the private landscaping. Both water services would connect to the existing water main beneath Warner Avenue.

Wastewater

The proposed water improvements would include infrastructure to collect wastewater from the project site. The proposed wastewater infrastructure includes the installation of a six (6)-inch sanitary sewer line that would run underneath the internal roadway of the project site and connect to an existing six (6)-inch sewer lateral for disposal to the City's sewer system.

Energy and Telecommunications

Southern California Edison (SCE) would provide electricity to the project site. Southern California Gas Company (SCG) would provide natural gas to the project site. AT&T, Verizon, Frontier, and Spectrum/Charter Communications would provide telecommunications services. The proposed project includes installation of a new transformer at the southwest corner of the project site.

Solid Waste, Recycling, and Green Waste

The proposed project would include two (2) roofed trash enclosures at the southern border of the project site. All locations would provide adequate maneuvering space for solid waste, recycling, and green waste vehicles.

Stormwater and Drainage

The current project site is primarily developed with impervious surfaces. Under existing conditions, stormwater runoff flows into concrete V-gutters located north, south, and west of the existing building which carry runoff toward the existing right-of-way along Warner Avenue where stormwater drains west to the nearest catch basin. The proposed stormwater infrastructure for the project site includes the installation of concrete gutters around the amenity building which would carry stormwater to an underground drainage system that would then lead to a biofiltration system at the northwestern corner of the project site. The biofiltration system would treat stormwater prior to discharge at a concrete curb and gutter on Warner Avenue. The proposed stormwater infrastructure has been designed in accordance with Orange County's Model Water Quality Management Plan to treat and filter the 85th percentile, 24-hour storm event.[2]

Landscaping

The current project site is almost entirely developed or paved with some landscaping on the northern and southern borders of the project site, including trees and shrubs, which would all be removed as part of project construction (discussed further under *Construction and Grading*). The project would include 18,701 square feet of landscaped area, including a mixture of large trees, medium sized trees, flowering trees, shrubs, and perennials, that would cover 20 percent of the project site. The planting palette would be consistent with the region's climate. On-site landscaping would be used for a mixture of shading, screening, and erosion-control. Drip irrigation would be used to minimize water use for landscaping. The proposed landscape plans, including a closer view of the amenity building, are shown in Figure 5 and Figure 6.

Exterior Lighting

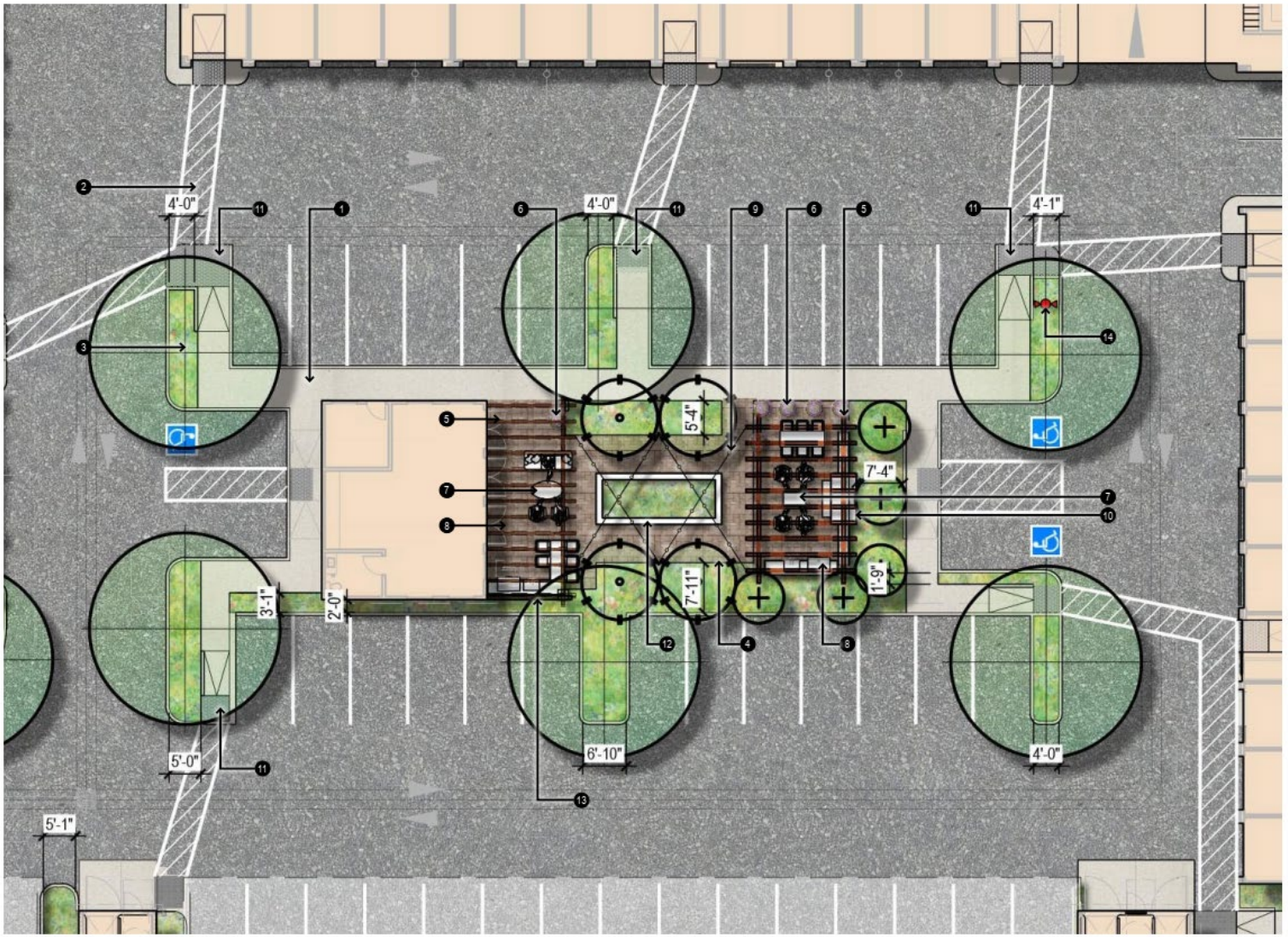
Proposed exterior lighting on the project site would consist of bollard lighting, wall mount lighting, and pole mount lighting. Pole lighting would be shielded and directed downward. Lighting would be designed and constructed in accordance with the requirements of FVMC Section 21.18.060.

[2] The 85th percentile 24-hour storm event refers to the amount of rainfall equal to or greater than produced by 85 percent of storms that have occurred in the area, based on historic rainfall records.

Figure 5 Landscape Plan – Overall Project Site

Source: Architects Orange, 2025

Figure 6 Landscape Plan – Amenity Building



Source: Architects Orange, 2025

9. Construction and Grading

Construction activities would include demolition, site preparation, grading, building construction, paving, architectural coating, and landscaping. Construction is anticipated to take 18 months, starting in March 2026 and concluding in September 2027. Construction would occur Monday through Friday between 7:00 a.m. and 8:00 p.m. and Saturday between 9:00 a.m. and 8:00 p.m., pursuant to FVMC Section 6.28.070(5). No construction would occur on Sundays or legal Holidays.

Construction staging and parking would occur on-site. Although the project site shares access with the adjacent animal hospital (Warner Avenue Animal Hospital at 8546 Warner Avenue); temporary construction fencing during project construction would comply with FVMC Section 21.22.070 requirements for aisle dimensions to allow adequate backup distances for any vehicle accessing adjacent off-site uses, including emergency vehicles in the event of an emergency event. Demolition activities would include removal of the existing 18,782-square-foot commercial center. The project would also include removal of six (6) stone pine trees (*Pinus pinea*) and 15 palms (*Syagrus romanzofiana, Brahea armata, Washingtonia robusta*) existing along the northern and southern boundaries of the site. Project grading would require approximately 400 cubic yards of soil cut which would be reused on-site as soil fill. The maximum anticipated depth of ground disturbance would be five (5) feet below grade. Construction debris would be hauled to the Frank R. Bowerman Landfill located at 11002 Bee Canyon Access Road, Irvine, California 92602. Construction vehicles and equipment would access the project site and staging areas via Warner Avenue. Partial lane closures on eastbound Warner Avenue would be required for utility installation and driveway construction. As part of the driveway construction, the proposed project would also relocate an existing OCTA bus stop for Route 72 approximately 115 feet to the east, which would be coordinated with OCTA.

10. Other Public Agencies Whose Approval is Required

The proposed project requires the following approvals from the City:

- General Plan Amendment and Zoning Map Amendment
- Building Permit
- Density Bonus and Affordable Housing Agreement
- Precise Plan
- Conditional Use Permit

Other public agencies whose approval may be required include the following:

- **State Water Resources Control Board (SWRCB).** Prior to construction, coverage would be obtained under the SWRCB's General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities, Order No. 2022-0057-DWQ, National Pollution Discharge Elimination System (NPDES) No. CAS000002 (Construction Stormwater General Permit).

11. Have California Native American Tribes Traditionally and Culturally Affiliated with the Project Area Requested Consultation Pursuant to Public Resources Code Section 21080.3.1?

The City contacted the Native American Heritage Commission (NAHC) on April 24, 2024 to request a search of the Sacred Lands File (SLF), as well as a contact list of Native American tribes culturally affiliated with the project site vicinity to pursue government-to-government consultation in accordance with Assembly Bill (AB) 52 and Senate Bill (SB) 18. On May 10, 2024, the NAHC responded to the request, providing a contact list and confirming that the results of the SLF search were negative. Pursuant to Public Resources Code (PRC) Section 21080.3.1, the City mailed consultation letters to the 17 listed Native American contacts on June 7, 2024. The City has not received a request for Tribal consultation under AB 52 and SB 18.

For further discussion of tribal cultural resources in this IS-MND please refer to Section 18, *Tribal Cultural Resources.*

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Environmental Factors Potentially Affected

This project would potentially affect the environmental factors checked below, involving at least one (1) impact that is "Potentially Significant" or "Less than Significant with Mitigation Incorporated" as indicated by the checklist on the following pages.

☐ Aesthetics	☐ Agriculture and Forestry Resources	■ Air Quality
■ Biological Resources	■ Cultural Resources	☐ Energy
■ Geology and Soils	☐ Greenhouse Gas Emissions	☐ Hazards and Hazardous Materials
☐ Hydrology and Water Quality	☐ Land Use and Planning	☐ Mineral Resources
☐ Noise	☐ Population and Housing	☐ Public Services
☐ Recreation	☐ Transportation	☐ Tribal Cultural Resources
☐ Utilities and Service Systems	☐ Wildfire	■ Mandatory Findings of Significance

Determination

Based on this initial evaluation:

☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

■ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions to the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "less than significant with mitigation incorporated" impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potential significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature	Date: 1/7/26
Printed Name: Steven Ayers	Title: Principal Planner

Environmental Checklist

1 Aesthetics

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Except as provided in Public Resources Code Section 21099, would the project:				
a. Have a substantial adverse effect on a scenic vista?	☐	☐	■	☐
b. Substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	■
c. In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from a publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	■	☐
d. Create a new source of substantial light or glare that would adversely affect daytime or nighttime views in the area?	☐	☐	■	☐

a. Would the project have a substantial adverse effect on a scenic vista?

A scenic vista is defined as a public viewpoint that provides expansive views of a highly valued landscape for the benefit of the public. Fountain Valley does not identify specific scenic vistas or visual resources. The Santa Ana and San Gabriel Mountains are located over 30 miles and 15 miles north and east of Fountain Valley, respectively; however, these views are limited due to distance and the built out nature of Fountain Valley and other surrounding communities (Fountain Valley 2023a). The project site is adjacent to the City of Huntington Beach city limits to the north along Warner Avenue. Huntington Beach includes scenic views of the Pacific Ocean. However, the Pacific Ocean is located approximately four (4) miles southwest of the project site. As such, views of the ocean from the site are already obstructed due to the distance and existing development within and outside of Fountain Valley.

The project site is located in an urban area that includes one (1)- to two (2)-story residential and commercial development and a public park. The proposed project would change the appearance of the project site by demolishing the existing one (1)-story commercial center and constructing a three (3)-story, 72-unit apartment complex and a one (1)-story amenity building on the project site.

As a three (3)-story development, the project would be slightly taller than the heights of surrounding development which consists of one (1)- to two (2)-story buildings. However, the proposed project would not obstruct views of scenic vistas as views are currently obstructed due to distance and existing development. Moreover, because the project site is not within, adjacent to, or in the vicinity of any identified scenic vistas within or immediately outside of the city, the proposed project would not obscure (or otherwise result in a substantial adverse effect on) scenic vistas. Impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

b. Would the project substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

The California Department of Transportation (Caltrans) manages the California State Scenic Highway Program, which designates State scenic highways. Scenic highways are located in areas of natural beauty. A scenic highway becomes officially designated when the local governing body applies to and is approved by Caltrans for scenic highway designation and adopts a Corridor Protection Program that preserves the scenic quality of the land that is visible from the highway right-of-way.

The project site is not within or adjacent to a designated State scenic highway, as identified by Caltrans. The nearest designated State scenic highway is a portion of State Route (SR) 91 located approximately 12.5 miles northeast of the project site (Caltrans 2025). The nearest eligible State scenic highway is a portion of SR-1 located approximately 3.75 miles southwest of the project site (Caltrans 2025). Due to the distance from the project site and intervening development, the project site is not visible from SR-91. Furthermore, the project site does not contain any scenic resources such as natural habitats or rock outcroppings, nor is it in proximity to any such resources. In addition, as described in Section 5, *Cultural Resources*, the project site does not contain any historic buildings. Therefore, there would be no impacts related to scenic resources within a State scenic highway.

NO IMPACT

c. Would the project, in non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from a publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

The project site is in an urban area surrounded by one (1)- to two (2)-story residential and commercial development and a public park. The project site currently is designated as Local Commercial by the Fountain Valley General Plan and currently zoned as C1 (Local Business). As part of the project, the project applicant is requesting a General Plan Amendment from Local Commercial to High Density Residential and a Zoning Map Amendment from C1 (Local Business) to R4 (High Density Multiple Dwelling). The High Density Residential land use allows for 15 to 30 dwelling units per acre, and, correspondingly, the R4 zone permits a residential density of 30 dwelling units per acre. To facilitate the development of the proposed 72 residential units on-site, and per the California Density Bonus Law (discussed further under *Land Use and Zoning*) the project applicant is requesting three (3) concessions to 1) reduce the required rear setback adjacent to single-family residential development, 2) allow a reduced balcony size requirement, and 3) allow for the increase in number of units per 1,452 square feet. The proposed uses would be permitted upon

approval of the requested zoning/land use changes, a conditional use permit per FVMC Section 21.08.030, and concessions, and would remain consistent with the surrounding area.

Furthermore, the project would be designed to comply with all applicable development standards regulating scenic quality within the FVMC. Title 18 and 21 of the FVMC contains additional building codes and regulations (Title 18) and development code standards (Title 21) for developments within the city. While development of the project would change the appearance and use of the project site relative to its existing conditions, it would not degrade the visual character or quality of the site. The architecture of the project incorporates a contemporary design with neutral color tones. Furthermore, the project would enhance the character of the existing developed lot by developing a unified community with high-quality visual features such as new open space, shade trees, and landscaping. As described in Section 4, *Biological Resources*, the proposed project would also adhere to FVMC Chapter 12.04, which requires a permit from the director of public works for planting, maintenance, pruning, trimming, and removal of all trees in or upon any street, parkway, or public right-of-way area in or upon any street, parkway, or public right-of-way area within the city. The project would not conflict with applicable zoning or other regulations regarding scenic quality and impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

d. Would the project create a new source of substantial light or glare that would adversely affect daytime or nighttime views in the area?

The main sources of light and glare in the project area are streetlights and exterior lighting associated with commercial or residential development. In addition, vehicle headlights generate light and glare on Warner Avenue and Bressel Lane, and the nearby major roadway, Newland Street. The project would add new sources of light and glare from exterior lighting for the proposed residences and amenity building, and from the increase in vehicles accessing the project site. Proposed exterior lighting on the project site would consist of bollard lighting, wall mount lighting, and pole mount lighting. Pole lighting would be shielded and directed downward. Proposed solar photovoltaic panels on top of carports on the project site may generate glare during the daytime; however, any glare would be directed upward and would not adversely affect daytime views in the area of the project site, particularly those from pedestrians or drivers at ground level. Moreover, solar photovoltaic panels are typically designed with anti-reflective glass to maximize light absorption and minimize reflection.

Proposed exterior light sources would not substantially increase the overall levels of day or nighttime lighting in the area because they would be comparable to existing light levels from the commercial and residential development in the urban surrounding area. Of note, exterior lighting would be important aid to public safety and navigation during nighttime hours. In addition, lighting would be designed and constructed in accordance with the requirements of FVMC Section 21.18.060. Furthermore, Warner Avenue, Bressel Lane, Newland Street, and nearby commercial centers, are already illuminated by street lighting. For these reasons, the proposed project would not result in a substantial new source of light such that day or nighttime views in the area would be adversely affected. Therefore, the project would have a less-than-significant impact related to light and glare in the area.

LESS-THAN-SIGNIFICANT IMPACT

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2 Agriculture and Forestry Resources

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	■
b. Conflict with existing zoning for agricultural use or a Williamson Act contract?	☐	☐	☐	■
c. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)); timberland (as defined by Public Resources Code Section 4526); or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?	☐	☐	☐	■
d. Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	■
e. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	■

a. Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

The project site is not located on or near land mapped as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance mapped by the California Department of Conservation's (DOC) Farmland Mapping and Monitoring Program (DOC 2025a). The project site is currently used as a commercial center and would be redeveloped with an apartment complex and amenity building. Therefore, the proposed project would not convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance to a non-agricultural use. No impact would occur.

NO IMPACT

b. Would the project conflict with existing zoning for agricultural use or a Williamson Act contract?

The project site is currently zoned as C1 (Local Business). The proposed project involves a Zoning Map Amendment from C1 (Local Business) to R4 (High Density Multiple Dwelling). The existing and proposed zoning are not intended for agricultural use. In addition, the project site is not on land enrolled under the Williamson Act or zoned for agricultural use (DOC 2025b). Therefore, the proposed project would not conflict with existing zoning for agricultural use or a Williamson Act contract. No impact would occur.

NO IMPACT

c. Would the project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)); timberland (as defined by Public Resources Code Section 4526); or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?

As described under discussion *b.* of this section, the project site is currently zoned as C1 (Local Business) and the proposed project involves a Zoning Map Amendment from C1 (Local Business) to R4 (High Density Multiple Dwelling). The existing and proposed zoning are not intended for forest land, timberland, or timberland zoned Timberland Production. Therefore, the proposed project would not conflict with existing zoning for forestland. No impact would occur.

NO IMPACT

d. Would the project result in the loss of forest land or conversion of forest land to non-forest use?

As described under discussion *a.* of this section, the project site is currently used as a commercial center and would be redeveloped with an apartment complex and amenity building. Therefore, the proposed project would not result in the loss of forest land or convert forest land to a non-forest use. No impact would occur.

NO IMPACT

e. Would the project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?

As described under discussions *a.* and *d.* of this section, the project site is currently used as a commercial center and would be redeveloped with an apartment complex and amenity building. Therefore, the proposed project would not involve changes in the existing environment which would convert farmland to a non-agricultural use or forest land to a non-forest use. No impact would occur.

NO IMPACT

3 Air Quality

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	■	☐
b. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	☐	☐	■	☐
c. Expose sensitive receptors to substantial pollutant concentrations?	☐	■	☐	☐
d. Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	☐	☐	■	☐

Overview of Air Pollution

The federal and State Clean Air Acts (CAA) mandate the control and reduction of certain air pollutants. Under these laws, the United States Environmental Protection Agency (USEPA) and the California Air Resources Board (CARB) have established the National Ambient Air Quality Standards (NAAQS) and the California Ambient Air Quality Standards (CAAQS) for "criteria pollutants" and other pollutants. Some pollutants are emitted directly from a source (e.g., vehicle tailpipe, an exhaust stack of a factory, etc.) into the atmosphere, including carbon monoxide, volatile organic compounds (VOC)/reactive organic gases (ROG),[3] nitrogen oxides (NO_X), particulate matter with diameters of ten microns or less (PM_{10}) and 2.5 microns or less ($PM_{2.5}$), sulfur dioxide, and lead. Other pollutants are created indirectly through chemical reactions in the atmosphere, such as ozone, which is created by atmospheric chemical and photochemical reactions primarily between ROG and NO_X. Air pollutants can also be generated by the natural environment, such as when high winds suspend fine dust particles. Secondary pollutants include oxidants, ozone, and sulfate and nitrate particulates (smog).

[3] CARB defines VOC and ROG similarly as, "any compound of carbon excluding carbon monoxide, carbon dioxide, carbonic acid, metallic carbides or carbonates, and ammonium carbonate," with the exception that VOC are compounds that participate in atmospheric photochemical reactions. For the purposes of this analysis, ROG and VOC are considered comparable in terms of mass emissions, and the term VOC is used in this IS-MND.

Air pollutant emissions are generated primarily by stationary and mobile sources. Stationary sources can be divided into two (2) major subcategories:

- **Point sources** occur at a specific location and are often identified by an exhaust vent or stack. Examples include boilers or combustion equipment that produce electricity or generate heat.
- **Area sources** are widely distributed and include such sources as residential and commercial water heaters, painting operations, lawn mowers, agricultural fields, landfills, and some consumer products.

Mobile sources refer to emissions from motor vehicles, including tailpipe and evaporative emissions, and can also be divided into two (2) major subcategories:

- **On-road sources** that may be legally operated on roadways and highways.
- **Off-road sources** include aircraft, ships, trains, and self-propelled construction equipment.

Air Quality Standards and Attainment

The project site is located in the South Coast Air Basin (SCAB), which includes the non-desert portions of Los Angeles, Riverside, and San Bernardino counties, and all of Orange County. The SCAB is under the jurisdiction of the South Coast Air Quality Management District (SCAQMD). As the local air quality management agency, SCAQMD must monitor air pollutant levels to ensure that the NAAQS and CAAQS are met, if they are not met, to develop strategies to meet the standards.

Depending on whether the standards are met or exceeded, the SCAB is classified as being in "attainment" or "nonattainment." In areas designated as nonattainment for one (1) or more air pollutants, a cumulative air quality impact exists for those air pollutants. The human health associated with these criteria pollutants, presented in Table 2 on the following page, is already occurring in those areas as part of the environmental baseline condition. Under state law, air districts are required to prepare a plan for air quality improvement for pollutants for which the district is in non-compliance. The SCAB is in nonattainment for ozone and $PM_{2.5}$ federal standards. Also, the SCAB is in nonattainment for the state standard for PM_{10} and designated unclassifiable or in attainment for all other federal and state standards (CARB 2023). The nonattainment statuses result from several factors. These factors include the combination of emissions from a large urban area, the regional meteorological conditions adverse to the dispersion of air pollution emissions, and the mountainous terrain surrounding the SCAB that traps pollutants (SCAQMD 2022).

Table 2 Health Effects Associated with Criteria Pollutants

Pollutant	Adverse Effects
Ozone	(1) Short-term exposures: (a) pulmonary function decrements and localized lung edema in humans and animals and (b) risk to public health implied by alterations in pulmonary morphology and host defense in animals; (2) long-term exposures: risk to public health implied by altered connective tissue metabolism and altered pulmonary morphology in animals after long-term exposures and pulmonary function decrements in chronically exposed humans; (3) vegetation damage; and (4) property damage.
Carbon monoxide (CO)	Reduces oxygen delivery leading to: (1) aggravation of chest pain (angina pectoris) and other aspects of coronary heart disease; (2) decreased exercise tolerance in persons with peripheral vascular disease and lung disease; (3) impairment of central nervous system functions; and (4) possible increased risk to fetuses.
Nitrogen dioxide (NO_2)	(1) Potential to aggravate chronic respiratory disease and respiratory symptoms in sensitive groups; (2) risk to public health implied by pulmonary and extra-pulmonary biochemical and cellular changes and pulmonary structural changes; and (3) contribution to atmospheric discoloration.
Sulfur dioxide (SO_2)	(1) Bronchoconstriction accompanied by symptoms that may include wheezing, shortness of breath, and chest tightness during exercise or physical activity in persons with asthma.
Suspended particulate matter (PM_{10})	(1) Excess deaths from short-term and long-term exposures; (2) excess seasonal declines in pulmonary function, especially in children; (3) asthma exacerbation and possibly induction; (4) adverse birth outcomes including low birth weight; (5) increased infant mortality; (6) increased respiratory symptoms in children such as cough and bronchitis; and (7) increased hospitalization for both cardiovascular and respiratory disease (including asthma).
Suspended particulate matter ($PM_{2.5}$)	(1) Excess deaths from short- and long-term exposures; (2) excess seasonal declines in pulmonary function, especially in children; (3) asthma exacerbation and possibly induction; (4) adverse birth outcomes, including low birth weight; (5) increased infant mortality; (6) increased respiratory symptoms in children, such as cough and bronchitis; and (7) increased hospitalization for both cardiovascular and respiratory disease, including asthma.
Lead	(1) Short-term overexposures: lead poisoning can cause (a) anemia, (b) weakness, (c) kidney damage, and (d) brain damage; (2) long-term exposures: long-term exposure to lead increases risk for (a) high blood pressure, (b) heart disease, (c) kidney failure, and (d) reduced fertility.

Source: USEPA 2025

Air Quality Management

Since the SCAB currently exceeds ozone and $PM_{2.5}$ NAAQS standard, the SCAQMD is required to implement strategies to reduce pollutant levels to achieve attainment of the NAAQS. The SCAQMD 2022 Air Quality Management Plan (2022 AQMP) is a regional blueprint designed to meet the NAAQS and demonstrate how attainment will be reached. The 2022 AQMP represents a thorough analysis of existing and potential regulatory control options, includes available, proven, and cost-effective strategies, and seeks to achieve multiple goals in partnership with other entities promoting reductions in greenhouse gases and toxic risk, as well as efficiencies in energy use, transportation, and goods movement. The prior AQMP, published in 2016, determined that, with implementation of the proposed control strategy, the SCAB could expect to reach attainment of the 1997 eight (8)-hour ozone standard by July 15, 2024, and the 2012 annual $PM_{2.5}$ by 2025. The 2006 24-hour $PM_{2.5}$ did not meet the attainment date of December 31, 2019, which required SCAQMD to revise the plan to meet standard as early as possible. SCAQMD's 2022 AQMP, an update to the 2016 AQMP, was developed to identify and implement strategies and control measures to meet the 2015 eight (8)-hour ozone NAAQS as expeditiously as practicable, but no later than the statutory attainment deadline of August 3, 2038 for the SCAB (SCAQMD 2022).

Air Emission Thresholds

The SCAQMD approved the CEQA Air Quality Handbook in 1993. Since then, the SCAQMD has provided supplemental guidance on their website to address changes to the methodology and nature of CEQA since the publication of the Handbook. Some of these changes include recommended thresholds for emissions associated with both construction and operation of the project are used to evaluate a project's potential regional and localized air quality impacts (SCAQMD 2023).

Regional Thresholds

Table 3 presents the significance thresholds for regional construction and operational-related criteria air pollutant and precursor emissions being used for the purposes of this analysis.

Table 3 Air Quality Thresholds of Significance

Pollutant	Construction (pounds per day)	Operation (pounds per day)
NO_x	100	55
VOC	75	55
PM_{10}	150	150
$PM_{2.5}$	55	55
SO_x	150	150
CO	550	550

NO_x = Nitrogen Oxides; VOC = Volatile Organic Compounds; PM_{10} = Particulate Matter with a diameter no more than 10 microns; $PM_{2.5}$ = Particulate Matter with a diameter no more than 2.5 microns; SO_x = Sulfur Oxide; CO = Carbon Monoxide

Source: SCAQMD 2023

Localized Significance Thresholds

In addition to the above regional thresholds, the SCAQMD has developed Localized Significance Thresholds (LSTs) in response to the Governing Board's Environmental Justice Enhancement Initiative (1-4). LSTs were devised in response to concern regarding exposure of individuals to criteria pollutants in local communities and have been developed for NO_X, CO, PM_{10}, and $PM_{2.5}$. LSTs represent the maximum emissions from a project that will not cause or contribute to an air quality exceedance of the most stringent applicable federal or State ambient air quality standard at the nearest sensitive receptor by taking into consideration ambient concentrations in each SRA, distance to the sensitive receptor, and project size. LSTs have been developed for emissions generated in construction areas up to five (5) acres in size. However, LSTs only apply to emissions in a fixed stationary location and are not applicable to mobile sources, such as cars on a roadway (SCAQMD 2008).

The project site is located within SRA 17 (Central Orange County). SCAQMD provides LST lookup tables for project sites that measure one (1), two (2), or five (5) acres. The construction area of the project site is approximately 2.11 acres. Therefore, the LST analysis conservatively uses two (2)-acre LSTs. LSTs are provided for receptors at a distance of 82 feet (25 meters), 164 feet (50 meters), 328 feet (100 meters), 656 (200 meters), 1,640 feet (500 meters) from the project disturbance boundary to the sensitive receptors. The construction activities would occur approximately 10 feet away from single-family residences located south of the project site. According to the SCAQMD's publication, Final LST Methodology, projects with boundaries located closer than 82 feet to the nearest receptor should use the LSTs for receptors located at 82 feet (SCAQMD 2009). Therefore, the analysis below

uses the LST values for 82 feet. LSTs for construction and operation in SRA 17 on a two (2)-acre site with a receptor 82 feet away are shown in Table 4.

Table 4 SCAQMD LSTs for Construction/Operation (SRA-17)

	Allowable Emissions for a Two (2)-Acre Site in SRA-17 for a Receptor 82 Feet Away (pounds per day)	
Pollutant	**Construction**	**Operation**
Gradual conversion of NO_X to NO_2	115	203
CO	715	1,733
PM_{10}	6	2
$PM_{2.5}$	4	1

NO_x = Nitrogen Oxides; NO_2 = Nitrogen Dioxide; CO = Carbon Monoxide; PM_{10} = Particulate Matter with a diameter no more than 10 microns; $PM_{2.5}$ = Particulate Matter with a diameter no more than 2.5 microns

Source: SCAQMD 2009

Toxic Air Contaminants

SCAQMD has developed significance thresholds for the emissions of toxic air contaminants (TACs) based on health risks associated with elevated exposure to such compounds. For carcinogenic compounds, cancer risk is assessed in terms of incremental excess cancer risk. A project would result in a potentially significant impact if it would generate an incremental excess cancer risk of 10 in one (1) million (1×10^{-6}) or a cancer burden of 0.5 excess cancer cases in areas exceeding a one (1)-in-a-million risk. In addition, non-carcinogenic health risks are assessed in terms of a hazard index. A project would result in a potentially significant impact if it would result in a chronic and acute hazard index greater than one (1) (SCAQMD 2023).

Methodology

Air pollutant emissions generated by project construction and operation were estimated using the California Emissions Estimator Model (CalEEMod), version 2022.1. CalEEMod uses project-specific information, including the project's land uses, square footage for different uses (e.g., apartments and parking), and location, to model a project's construction and operational emissions. The analysis reflects the construction and operation of the proposed project as described under *Description of Project.* CalEEMod results are included as Appendix A.

Project construction would primarily generate temporary criteria pollutant emissions from construction equipment operation on-site, construction worker vehicle trips to and from the site, and import of materials off-site. Construction of the proposed project was analyzed based on the land use types, building square footage, and construction timeline provided by the applicant. Construction of the proposed project would begin in March 2026 and end in September 2027, over approximately 18 months. Based on the applicant-provided land uses, CalEEMod provides assumptions for construction phase schedule, equipment lists, and vehicle trips. The proposed project would include the demolition of the existing 18,782-square-foot commercial center. Excavated soil during the grading phase would be backfilled on-site. It is assumed construction equipment used would be diesel-powered and the proposed project would comply with applicable regulatory standards such as SCAQMD Rule 403 for dust control measures and Rule 1113 for architectural coating VOC limits.

Operational emissions modeled include mobile and area source emissions. The proposed project would include an all-electric design and would not utilize natural gas. As a result, emissions attributed to energy use include electricity consumption by appliances as well as for space and water heating. Mobile source emissions are generated by vehicle trips to and from the project site. The proposed project would result in a reduction by approximately 547 net daily vehicle trips, based the Transportation Screening Assessment prepared for the proposed project by Ganddini Group, Inc. (Ganddini Group 2025). The Transportation Screening Assessment is included as Appendix B. The mobile trip generation rates were adjusted to reflect the Transportation Screening Assessment results. Area source emissions are generated by landscape maintenance equipment, consumer products and architectural coatings. The proposed project would also not include wood fireplaces under SCAQMD Rule 445.

a. Would the project conflict with or obstruct implementation of the applicable air quality plan?

A project may be inconsistent with the AQMP if it would generate population, housing, or employment growth exceeding forecasts used in the development of the AQMP. The 2022 AQMP, the most recent AQMP adopted by the SCAQMD, incorporates local city general plans and the Southern California Association of Governments (SCAG)'s 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) socioeconomic forecast projections of regional population, housing, and employment growth (SCAQMD 2022, SCAG 2020).[4]

According to the California Department of Finance (DOF), the City of Fountain Valley has an estimated population of 56,560, a household count of 19,583, and an average person per household size of 2.86 (DOF 2025). The proposed project involves demolition of the existing commercial center and construction of 72 residential units. Based on the DOF's average household size, the proposed project would increase the local population by up to 206 persons (72 units x 2.86 persons per unit).

The population growth forecasts from SCAG's 2020-2045 RTP/SCS estimate that Fountain Valley's population would increase to 59,000 in 2045, which is an increase of 2,300 people from the city's population in 2016 (SCAG 2020). As a residential development, the project would account for approximately nine (9) percent of the City's total projected population growth through year 2045. Therefore, the potential population growth generated by the proposed project would be within the SCAG growth forecast for the City of Fountain Valley.

The AQMP also provides strategies and measures to reach attainment with the thresholds for eight (8)-hour and one (1)-hour ozone and $PM_{2.5}$. As shown in Table 5 and Table 6 in the analysis under discussion *b.* of this section, the proposed project would not generate criteria pollutant emissions that would exceed SCAQMD thresholds for ozone precursors (VOC and NO_X) and $PM_{2.5}$. Since the proposed project would also be consistent with population growth projections for Fountain Valley, the proposed project would not conflict with or obstruct implementation of the applicable air quality plan and impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

[4] On April 4, 2024, SCAG's Regional Council formally adopted the 2024-2050 RTP/SCS (titled Connect SoCal 2024). However, the SIPs were adopted prior to this date and relies on the demographic and growth forecasts of the 2020-2045 RTP/SCS; therefore, these forecasts are utilized in the analysis of the project's consistency with the AQMP.

b. Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?

The SCAB has been designated as a federal nonattainment area for ozone and $PM_{2.5}$ and a State nonattainment area for ozone, PM_{10}, and $PM_{2.5}$. The SCAB is designated unclassifiable or in attainment for all other federal and State standards.

Construction Emissions

Project construction would generate temporary air pollutant emissions associated with fugitive dust (PM_{10} and $PM_{2.5}$) and exhaust emissions from heavy construction equipment and construction vehicles in addition to VOC emissions that would be released during the drying of architectural coating and paving phases. Table 5 summarizes the estimated maximum daily emissions of pollutants during project construction.

Table 5 Proposed Project Construction Emissions

	Maximum Daily Emissions (lbs/day)					
Year	**VOC**	**NO_X**	**CO**	**SO_2**	**PM_{10}**	**$PM_{2.5}$**
2026	2	21	29	<1	2	1
2027	18	22	29	<1	2	1
SCAQMD Thresholds	75	100	550	150	150	55
Exceed SCAQMD Thresholds?	**No**	**No**	**No**	**No**	**No**	**No**

lbs/day = pounds per day; TOG = total organic gases; NO_x = nitrogen oxide; CO = carbon monoxide; PM_{10} = particulate matter with a diameter no more than 10 microns; $PM_{2.5}$ = particulate matter with a diameter no more than 2.5 microns; SO_x = sulfur oxide

For a conservative estimate of project emissions, construction emissions were modeled during winter and summer, then reported for the maximum day during the winter or summer, whichever was highest. Maximum daily emission estimates were then compared to the SCAQMD thresholds measured in pounds-per-day.

Notes: Some numbers may not add up precisely due to rounding. Refer to Appendix A for complete modeling results.

As shown in Table 5, construction-related emissions would not exceed SCAQMD thresholds. Therefore, project construction would not result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable federal or State ambient air quality standard. Impacts would be less than significant.

Operational Emissions

Operation of the project would generate criteria air pollutant emissions associated with area sources (e.g., architectural coatings, consumer products, and landscaping equipment) and mobile sources (i.e., vehicle trips to and from the project site). As the proposed apartments would be all-electric, they would not generate criteria pollutant emissions from energy sources, which come from consumption of natural gas. Table 6 on the following page summarizes the proposed project's maximum daily operational emissions by emission source.

Table 6 Proposed Project Operational Emissions

Emission Source	Maximum Daily Emissions (lbs/day)					
	VOC	NO_X	CO	SO_2	PM_{10}	$PM_{2.5}$
Mobile	-2	-1	-11	<1	-3	-1
Area	2	<1	4	<1	<1	<1
Energy	0	0	0	0	0	0
Proposed Project Emissions	1	-1	-7	<1	-3	-1
SCAQMD Regional Thresholds	55	55	550	150	150	55
Exceed SCAQMD Thresholds?	**No**	**No**	**No**	**No**	**No**	**No**

lbs/day = pounds per day; TOG = total organic gases; NO_x = nitrogen oxide; CO = carbon monoxide; PM_{10} = particulate matter with a diameter no more than 10 microns; $PM_{2.5}$ = particulate matter with a diameter no more than 2.5 microns; SO_x = sulfur oxide

For a conservative estimate of project emissions, operation emissions were modeled during winter and summer, then reported for the maximum day during the winter or summer, whichever was highest. Maximum daily emission estimates were then compared to the SCAQMD thresholds measured in pounds-per-day.

Notes: Some numbers may not add up precisely due to rounding considerations. Refer to Appendix A for CalEEMod results.

As shown in Table 6, operational emissions would not exceed SCAQMD regional thresholds for criteria pollutants. Therefore, proposed project operation would not result in a cumulatively considerable net increase of any criteria pollutant for which the project region is in nonattainment, and impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

c. Would the project expose sensitive receptors to substantial pollutant concentrations?

The closest sensitive receptors are single-family residences along El Rancho Avenue that share a property boundary line on the south of the project site. Localized air quality impacts to sensitive receptors typically result from criteria pollutants and TACs, which are discussed in the following subsections.

Localized Significance Thresholds

SCAQMD's Final LST Methodology was developed to be used as a tool to analyze localized air quality impacts associated with project-level development. If the calculated emissions for construction or operation of the proposed project are below the LST emission levels found on the LST mass rate look-up tables (Appendix C of Final LST Methodology*;* SCAQMD 2009) and no potentially significant impacts to air quality are found to be associated with other environmental issues, then the proposed construction or operation activity is not significant for air quality. The project site is in SRA 17 (Central Orange County) and the allowable emissions for the proposed project utilizes the 82 feet receptor distance.[5] Table 7 on the following page summarizes the proposed project's maximum localized daily construction emissions which would occur during overlapping demolition, site preparation, and grading activities in 2026.

[5] The project site is approximately 2.1 acres; therefore, the LST analysis uses two (2)-acre LSTs. LSTs are provided for receptors at 82 feet (25 meters) 164 feet (50 meters), 328 feet (100 meters), 656 (200 meters), 1,640 feet (500 meters) from the project disturbance boundary to the sensitive receptors. The southern border of construction activity would occur adjacent to single-family residences; therefore, the analysis uses the LST values for 82 feet (25 meters) to conservatively evaluate emissions.

Table 7 Proposed Project LST Construction Emissions

Year	Pollutant (lbs./day)			
	NO_X	CO	PM_{10}	$PM_{2.5}$
Maximum Construction On-site Emissions	21	27	1	1
SCAQMD LST	115	715	6	4
Threshold Exceeded?	**No**	**No**	**No**	**No**

lbs/day = pounds per day; VOC = volatile organic compounds; NO_x = nitrogen oxide; CO = carbon monoxide; PM_{10} = particulate matter with a diameter no more than 10 microns; $PM_{2.5}$ = particulate matter with a diameter no more than 2.5 microns; SO_x = sulfur oxide

Notes: Some numbers may not add up precisely due to rounding considerations. Maximum on-site emissions are the highest emissions that would occur on the project site from on-site sources, such as heavy construction equipment and architectural coatings, and excludes off-site emissions from sources such as construction worker vehicle trips and haul truck trips. Refer to Appendix A for CalEEMod results.

As shown in Table 7, localized construction emissions would not exceed SCAQMD LST thresholds. Therefore, localized criteria pollutant emissions impacts from project construction would be less than significant.

Toxic Air Contaminants

Construction Health Risk Assessment

A construction Health Risk Assessment (HRA) was prepared for the construction activities associated with proposed project. Construction-related activities would result in temporary project-generated DPM exhaust emissions from off-road, heavy-duty diesel equipment for site preparation, grading, building construction, and other construction activities. DPM was identified as a TAC by CARB in 1998. Results of the analysis were compared to SCAQMD thresholds for a cancer risk threshold of 10 in one (1) million persons, and a chronic hazard index significance threshold of one (1). Since DPM is not associated with acute health risks (OEHHA 2023), acute risk was not evaluated in this construction HRA. Construction HRA technical data is included as Appendix C.

The maximum unmitigated risk from construction of the proposed project was identified for sensitive receptors north of the project site on the corner of Warner Avenue and Bressel Lane. The maximum off-site cancer risk would be 53.33 in one (1) million and the maximum off-site residential chronic risk would have a hazard index of 0.12 at the residential receptor. The chronic risk numbers would not exceed the hazard index significance threshold of one (1) for chronic risk. However, the cancer risk at maximally exposed off-site residential receptor would exceed SCAQMD's 10 in one (1) million cancer risk thresholds. Therefore, construction TAC impacts are potentially significant.

CO Hotspots

A CO hotspot is a localized concentration of CO that is above a CO ambient air quality standard. The SCAB has been in attainment of federal CO standards since 2007, and most air quality monitoring stations no longer report CO levels (SCAQMD 2017). The nearest monitoring station from the project site that monitors CO within SRA 17 (Central Orange County) measured a maximum 1-hour and eight (8)-hour CO concentrations of 2.5 parts per million (ppm) and 1.6 ppm, respectively, in 2023 (SCAQMD 2024). These concentrations are well below the respective one (1)-hour and eight (8)-hour standards of 20 ppm and 9 ppm. In addition, typical development projects, such as the project, do not emit the levels of CO necessary to result in a localized hot spot.

As an example, a detailed carbon monoxide analysis was conducted during the preparation of the SCAQMD's 2003 AQMP. The locations selected for microscale modeling in the 2003 AQMP included high average daily traffic (ADT) intersections in the SCAB that are expected to experience the highest CO concentrations. The highest CO concentration observed was at the intersection of Wilshire Boulevard and Veteran Avenue on the west side of Los Angeles near Interstate 405, approximately 42 miles northwest of the project site. The concentration of CO at this intersection was 4.6 ppm, which is well below the State and federal standards. The Wilshire Boulevard/Veteran Avenue intersection had an ADT of approximately 100,000 vehicles per day at the time of the study (SCAQMD 2003). The proposed project would result in a decrease in daily vehicle trip by 547 trips and would not increase traffic volumes on Warner Avenue to more than 100,000 ADT. This is significantly below the 100,000 ADT at the intersection studied by SCAQMD in the 2003 AQMP, which found that CO emissions at that intersection were below the federal standards. Therefore, the proposed project would not expose sensitive receptors to substantial CO pollutant concentrations and impacts would be less than significant.

Mitigation Measure

AQ-1 Construction Emissions Reduction

Prior to issuance of grading permits, the following measures shall be noted on all construction plans:

- All mobile off-road equipment (wheeled or tracked) greater than 25 horsepower used during construction activities shall meet the United States Environmental Protection Agency Tier 4 interim standards. Tier 4 certification can be for the original equipment or equipment that is retrofitted to meet the Tier 4 interim standards.
- Electric signal boards, cement and mortar mixers, and forklifts shall be used during construction of the proposed project. These requirements shall be incorporated into the contract agreement with the construction contractor. A copy of the equipment's certification or model year specifications shall be available upon request for all equipment on-site.

Significance After Mitigation

With incorporation of Mitigation Measure AQ-1, the proposed project would be required to use off-road diesel-powered construction equipment that meets or exceeds the most stringent and environmentally protective CARB and USEPA Tier 4 off-road emissions standards, or alternatively fueled equipment which would substantially reduce DPM emissions. The Tier 4 standards reduce DPM emissions by approximately 81 to 96 percent as compared to equipment that meet the Tier 2 off-road emissions standards, depending on the specific horsepower rating of each piece of equipment. Electric signal boards, cement and mortar mixers, and forklifts would also further reduce DPM emissions during construction. With implementation of Mitigation Measure AQ-1, the maximum off-site residential cancer risk would be 8.59 in one (1) million. Therefore, construction activities would not expose sensitive receptors to substantial TAC concentrations that would potentially exceed cancer risk greater than 10 per one (1) million population. Construction-related health impacts would be reduced to a less-than-significant level.

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED

d. Would the project result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

During construction activities, heavy equipment and vehicles would emit odors associated with vehicle and engine exhaust and during idling. However, these odors would be intermittent and temporary and would cease upon completion, and odors disperse with distance. In addition, project construction would be required to comply with SCAQMD Rule 402, which specifies that a person shall not discharge from any source whatsoever such quantities of air contaminants or other material which cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public. Overall, project construction would not generate other emissions, such as those leading to odors, affecting a substantial number of people. Construction-related impacts would be less than significant.

With respect to operation, the SCAQMD's CEQA Air Quality Handbook identifies land uses associated with odor complaints as agricultural uses, wastewater treatment plants, chemical and food processing plants, composting, refineries, landfills, dairies, and fiberglass molding (SCAQMD 1993). The proposed project would not include any of the land uses that have been identified by the SCAQMD as odor sources. Therefore, the proposed project would not generate other emissions such as those leading to odors affecting a substantial number of people, and no operational impact would occur.

LESS-THAN-SIGNIFICANT IMPACT

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4 Biological Resources

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	■	☐	☐
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☐	☐	■
c. Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	■
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☐	■
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	■	☐
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	■

The analysis presented in this section is based on a review of available information regarding biological resources in the project vicinity. In order to obtain comprehensive information regarding the presence of sensitive biological resources (including special status species, sensitive communities, and jurisdictional waters and wetlands) in the vicinity of the project site, the following queries were conducted: United States Fish and Wildlife Service (USFWS) Environmental Conservation Online System: Information, Planning and Conservation System (USFWS 2023a), USFWS Critical Habitat Portal (USFWS 2023b), USFWS National Wetland Inventory (USFWS 2023c), California Department of Fish and Wildlife (CDFW) California Natural Diversity Database (CNDDB) (CDFW 2022a), CDFW Biogeographic Information and Observation System (BIOS) (CDFW 2022b) and California Native Plant Society (CNPS) Online Inventory of Rare, Threatened and Endangered Plants of California (CNPS 2022). The search area of these databases included the project area and specifically the CNDDB and CNPS queries included the Newport Beach Unites State Geological Survey (USGS) 7.5 minute quadrangle map (project location) and the surrounding USGS quadrangles, including Seal Beach, Los Alamitos, Anaheim, Orange, Tustin, and Laguna Beach.

a. *Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?*

Special status species are those plants and wildlife listed, proposed for listing, or candidates for listing as Threatened or Endangered by the USFWS under the Federal Endangered Species Act; those listed or candidates for listing as Rare, Threatened, or Endangered by the CDFW under the California Endangered Species Act; animals designated as “Fully Protected” by the California Fish and Game Code (CFGC); wildlife listed as Species of Special Concern by the CDFW; and plants with CNPS California Rare Plant Ranks of 1B, 2, 3, and 4.

The desktop review identified records or ranges of 56 special status plants and 59 wildlife and/or insect species within the USGS quadrangle maps that were queried of the CNDDB (CDFW 2022a) and CNPS (CNPS 2022). These records are from generally undeveloped open space several miles from the site including Bolsa Bay State Marine Conservation Area (over three [3] miles), Seal Beach National Wildlife Refuge (over 3.5 miles), and Upper Newport Bay Nature Preserve (over six [6] miles).

Special status plant and wildlife species are not expected to occur on the project site or in adjacent areas due to the urban and developed condition of the project site and surrounding areas. There is no suitable habitat within or adjacent to the project site for supporting special status plant or wildlife species. However, although heavily developed, the project site has the potential to provide minimal foraging and nesting habitat for birds, as well as migrating songbirds that could occur in the area that are adapted to disturbed areas and urban environments.

Migratory or other common nesting birds, while not designated as special status species, are protected by the CFGC and Migratory Bird Treaty Act (MBTA) and may nest in the ornamental trees, shrubs, and landscaped grasses on-site. Therefore, construction of the project has the potential to directly (by destroying a nest) or indirectly (by creating construction noise, dust, and other human disturbances that may cause a nest to fail) impact nesting birds protected under the CFGC and MBTA.

Mitigation Measure

BIO-1 Nesting Bird Avoidance

Prior to ground disturbance or vegetation removal activities, the following measures shall be implemented:

- To avoid disturbance of nesting birds, including raptorial species protected by the California Fish and Game Code and Migratory Bird Treaty Act, construction activities related to the project, including, but not limited to, vegetation removal, ground disturbance, and construction and demolition shall occur outside of the bird breeding season (February 1 through August 31). If construction must begin during the breeding season, then a pre-construction nesting bird survey shall be conducted no more than seven (7) days prior to initiation of construction activities. The nesting bird pre-construction survey shall be conducted on foot in the project site, including a 50-foot buffer, and in inaccessible areas (e.g., private lands) the use of binoculars should be used to inspect trees and other suitable nesting areas. The survey shall be conducted by a qualified biologist familiar with the identification of avian species known to occur in Southern California.
- If nests are found, an avoidance buffer shall be determined and demarcated by a qualified biologist with bright orange construction fencing, flagging, construction lathe, or other means to mark the boundary. All construction personnel shall be notified as to the existence of the buffer zone and to avoid entering the buffer zone until the young have fledged or the nest is otherwise no longer active, as determined by the qualified biologist. No parking, storage of materials, or construction activities shall occur within this buffer until the biologist has confirmed that breeding/nesting is completed, and the young have fledged the nest. Encroachment into the buffer shall occur only at the discretion of the qualified biologist.
- A survey report by the qualified biologist documenting and verifying compliance with the mitigation and with applicable State and federal regulations protecting nesting birds shall be submitted to the City. The qualified biologist shall serve as a construction monitor during those periods when construction activities would occur near active nests to ensure that no inadvertent impacts on nesting birds would occur.

Significance After Mitigation

Implementation of Mitigation Measure BIO-1 would ensure compliance with the CFGC Section 3503 and the MBTA with respect to nesting birds by reducing the impact through pre-construction nesting bird surveys and avoidance of active nests. Therefore, impacts would be less than significant with mitigation incorporated.

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED

b. Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

Plant communities are considered sensitive biological resources if they have limited distributions, have high wildlife value, including sensitive species, or are particularly susceptible to disturbance. CDFW ranks sensitive communities as “threatened” or “very threatened.” The project site is in a developed and is not located within a naturally vegetated or open space area. The vegetation on and adjacent to the project site includes ornamental landscaping which does not constitute a

sensitive natural community. In addition, no riparian habitats are located within or adjacent to the project site. Therefore, the proposed project would not have a substantial adverse effect on riparian habitat or other sensitive natural communities since none exist on the site or in adjacent areas. No impact would occur.

NO IMPACT

c. Would the project have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

No potentially jurisdictional waters or wetlands are present on the project site. There is a concrete-lined stormwater channel approximately 730 feet to the north of the site. However, based on review of aerial imagery and National Wetlands Inventory maps, there is no connection of this waterway to the project site and Warner Avenue, and a residential neighborhood are located between the site and the channel. Furthermore, there are no State or federally protected wetlands or other waters that may be considered jurisdictional by the CDFW, United States Army Corps of Engineers, or Regional Water Quality Control Board (RWQCB) on the project site. Therefore, the proposed project would not directly or indirectly have a substantial adverse effect on State or federally protected wetlands or other jurisdictional waters. No impact would occur.

NO IMPACT

d. Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

Wildlife corridors are generally defined as connections between habitat areas that allow for physical and genetic exchange between otherwise isolated animal populations. Such linkages may serve a local purpose, such as between foraging and denning areas, or they may be regional in nature, allowing movement across the landscape. Some habitat linkages may serve as migration corridors, wherein animals periodically move away from an area and then subsequently return. Examples of barriers or impediments to movement include housing and other urban development, roads, fencing, or open areas with little vegetative cover.

The project site is highly developed and located in an urban area of the city surrounded by roads and highways, commercial development, and residential neighborhoods. The site is separated from open space areas by existing development, highways, and roadways. The project site does not contain any natural communities or habitat that would be expected to support native wildlife nurseries or the movement of species. Therefore, the proposed project would not result in impacts to the movement of native or migratory species or the use of native wildlife nursery sites. No impact would occur.

NO IMPACT

e. Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

Chapter 12.04 of the FVMC regulates the planting, maintenance, pruning, trimming, and removal of all trees in or upon any street, parkway, or public right-of-way area within the city by requiring a permit from the director of public works for such activities. The ordinance also requires that all trees be sufficiently guarded or protected from injury during any type of construction in the city. Of note, the ordinance does not protect specific tree species, such as native trees.

Based on the review of aerial/street-view imagery and project plans, the project site contains six (6) stone pine trees (*Pinus pinea*) and 15 palms (*Syagrus romanzofiana, Brahea armata, Washingtonia robusta*) along the northern and southern boundaries of the site. It appears that the trees on and adjacent to the project site are non-native and planted as part of the ornamental landscaping. There are no other local policies related to trees or biological resources that are relevant to the proposed project; therefore, impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

f. Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

The project site is not located within or near an area subject to an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or any other approved habitat conservation plan at the local, regional, or State levels (CDFW 2023). Therefore, no impact would occur.

NO IMPACT

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5 Cultural Resources

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?	☐	☐	☐	■
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	☐	■	☐	☐
c. Disturb any human remains, including those interred outside of formal cemeteries?	☐	☐	■	☐

Rincon prepared a Cultural Resources Assessment in July 2025 for the proposed project which documents the results of the cultural resources records search, archival and background research, field survey, historic resources evaluation, and impacts assessment. The following analysis is based on the findings of the Cultural Resources Assessment, which is included as Appendix D.

a. Would the project cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?

The Cultural Resources Assessment identified one (1) built-environment resource in the project site, 8550 Warner Avenue. The resource was recommended ineligible for listing in the National Register of Historic Places and California Register of Historic Resources under all criteria due to lack of historical and architectural significance. Therefore, the property is not considered a historical resource pursuant to CEQA, and the proposed project would therefore result in no impact to historical resources.

NO IMPACT

b. Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?

No prehistoric or historic-period archaeological resources were identified within the proposed project site as a result of the California Historical Resources Information System (CHRIS) records search, SLF search, or pedestrian survey. The Cultural Resources Assessment concluded that the project site is considered to have a low potential to support the presence of intact subsurface archaeological resources. In the event that unanticipated or previously unknown archaeological resources are encountered during project implementation, such resources could qualify as either historical resources or unique archaeological resources under CEQA, and therefore, impacts to these resources would be potentially significant.

Mitigation Measure

CUL-1 Unanticipated Discovery of Cultural Resources

Prior to the start of ground-disturbing activities, the applicant shall retain an archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards (National Park Service 2020)(Qualified Archaeologist) to respond to and address any inadvertent discoveries identified for the duration of construction activities. The Qualified Archaeologist should possess experience and familiarity with historic-period and prehistoric archaeological resources in the region.

In the event that archaeological resources are unexpectedly encountered during ground-disturbing activities, work within 50 feet of the find shall halt and the Qualified Archaeologist or other designated archaeologist working under the direction of the Qualified Archaeologist shall be contacted immediately to evaluate the resource. If the resource is determined by the qualified archaeologist to be prehistoric, then a Native American representative shall also be contacted to participate in the evaluation of the resource. If the Qualified Archaeologist and/or Native American representative determines it to be appropriate, archaeological testing for CRHR eligibility shall be completed. If the resource proves to be eligible for the CRHR and significant impacts to the resource cannot be avoided via Project redesign, a qualified archaeologist shall prepare a data recovery plan tailored to the physical nature and characteristics of the resource, per the requirements of California Code of Regulations (CCR) Section 15126.4(b)(3)(C). The data recovery plan shall identify data recovery excavation methods, measurable objectives, and data thresholds to reduce any significant impacts to cultural resources related to the resource. Pursuant to the data recovery plan, the qualified archaeologist and Native American representative, as appropriate, shall recover and document the scientifically consequential information that justifies the resource's significance. The City shall review and approve the treatment plan and archaeological testing as appropriate. All resulting documentation, including the appropriate State of California Department of Parks and Recreation 523 series forms, shall be submitted to the City and the regional repository of the California Historical Resources Information System, per CCR Section 15126.4(b)(3)(C).

Significance After Mitigation

Implementation of Mitigation Measure CUL-1 would require retention of a Qualified Archaeologist prior to ground-disturbing activities and establish protocol in compliance with applicable regulations in the event of that archaeological resources are unexpectedly encountered during ground-disturbing activities. Implementation of Mitigation Measure CUL-1 would reduce potential impacts to archaeological resources to a less-than-significant level.

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED

c. Would the project disturb any human remains, including those interred outside of formal cemeteries?

No prehistoric or historic-period burials within or outside formal cemeteries were identified within the project site as a result of the CHRIS records search, SLF search, or field survey. In the event that human remains are inadvertently encountered during ground-disturbing activities, they would be treated consistently with State and local regulations including California Health and Safety Code Section 7050.5, PRC Section 5097.98, and California Code of Regulations (CCR) Section 15064.5(e). In accordance with these regulations, if human remains are found, the County Coroner must be immediately notified of the discovery. No further disturbance should occur until the County Coroner has made a determination of origin and disposition pursuant to PRC Section 5097.98. If the County

Coroner determines the remains are, or believed to be Native American origin, he or she is required to notify the NAHC, which should then notify those persons believed to be the most likely descendant (MLD). The MLD has 48 hours from being granted site access to make recommendations for the disposition of the remains. If the MLD does not make recommendations within 48 hours, the landowner shall reinter the remains in an area of the property secure from subsequent disturbance. Adherence to existing regulations would reduce potential impacts to human remains to a less-than-significant level.

LESS-THAN-SIGNIFICANT IMPACT

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6 Energy

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
a. Result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	☐	☐	■	☐
b. Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☐	■

a. Would the project result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

The proposed project would consume energy during construction and operational activities. Sources of energy for these activities would include electricity usage and transportation fuels (diesel and gasoline). The proposed project would include an all-electric design and would not utilize natural gas. The following analysis considers the four (4) factors set forth in Appendix F of the CEQA Guidelines to determine whether an impact would occur.

Construction

During project construction, energy would be consumed in the form of petroleum-based fuels used to power off-road construction vehicles and equipment on the project site. Construction equipment would be maintained to applicable standards, and construction activity and associated fuel consumption and energy use would be temporary and typical for construction sites. Construction contractors would also be required to comply with the provisions of CCR Title 13 Sections 2449 and 2485, which prohibit diesel-fueled commercial motor vehicles and off-road diesel vehicles from idling for more than five (5) minutes, which would minimize unnecessary fuel consumption.

In addition, construction worker and vendor trips as well as hauling trips to and from the project site would also contribute to fuel consumption during project construction. Demolished material would be hauled off-site while excavated soil would be balanced on-site and no soil hauling trips would be required. Per applicable regulatory requirements such as 2022 California Green Building Standards Code (CALGreen; CCR Title 24, Part 11), project construction would comply with construction waste management practices to divert a minimum of 65 percent of construction debris. These practices would result in efficient use of the energy necessary to construct the proposed project.

Furthermore, in the interest of cost-efficiency, construction contractors also would not utilize fuel in a manner that is wasteful or unnecessary. Overall, the construction activities would be temporary and typical of those associated with development throughout the region. Therefore, the proposed project would not involve the inefficient, wasteful, and unnecessary use of energy during

construction, and construction impacts related to energy consumption would be less than significant.

Operation

Operation of the project would contribute to regional energy demand by consuming electricity and gasoline and diesel fuels. Electricity would be used for heating and cooling systems, lighting, appliances, and water and wastewater conveyance, among other purposes. As the proposed residences are designed to be all-electric, natural gas would not be utilized as part of project operations.

Vehicle trips from future residents of the proposed project would consume gasoline and diesel fuel. However, as implementation of the proposed project would result in a reduction in trips to the project site, fuel consumption would also be reduced. Therefore, electricity use would represent the greatest operational use of energy associated with the proposed project, which would require 304,942 kilowatt-hour (kWh) per year of electricity during project operation according to CalEEMod results (Appendix A).

In addition, the proposed project would be built to meet the standards set in the latest iteration of the California Building Code (CCR Title 24), which would minimize the wasteful, inefficient, or unnecessary consumption of energy resources by the built environment during operation. CALGreen standards (CCR Title 24, Part 11) require implementation of energy-efficient light fixtures and building materials into the design of new construction projects. In addition, the 2022 Building Energy Efficiency Standards (CCR Title 24, Part 6) require newly constructed buildings to meet energy performance standards set by the California Energy Commission. These standards are specifically crafted for new buildings to result in energy efficient performance so that the buildings do not result in wasteful, inefficient, or unnecessary consumption of energy. Pursuant to CALGreen, all plumbing fixtures used for the proposed project would be high-efficiency fixtures, which would minimize the potential for the inefficient or wasteful consumption of energy related to water and wastewater. The proposed project would install on-site solar panels (i.e., a photovoltaic solar system) for electricity generation over the carport roofs and would be served by SCE, which is required to increase its share of renewable energy procurement pursuant to SB 100 requirements. The proposed project would also allocate six (6) EV charging stations with additional facilities for EV parking spaces planned, which would promote use of renewable energy for transportation. As a result, the proposed project would maximize the use of renewable energy. Therefore, project operation would not result in potentially significant environmental effects due to the wasteful, inefficient, or unnecessary consumption of energy, and impacts would be less than significant.

LESS THAN SIGNIFICANT IMPACT

b. Would the project conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

Adopted in 2023, the Fountain Valley General Plan outlines policies to promote energy efficiency and generation within Fountain Valley (Fountain Valley 2023b). The Open Space and Conservation Element includes Goal OSC-3, which aims to protect air, water, and energy resources from pollution and overuse. Policies within the Open Space and Conservation Element such as Policy OSC-3.2, Alternative Fueled Vehicles; Policy OSC-3.3, Energy and Water Conservation; and Policy OSC-3.8, Renewable Energy, are intended to promote energy conservation and efficiency. The proposed project would be designed to be all electric and would meet the latest CALGreen and Building Efficiency Energy Standards. Implementation of the proposed project would also involve installation

of EV charging stations and solar panels over the carport roofs for on-site electricity generation. These project features would promote use of renewable energy for transportation and would potentially reduce petroleum-based fuel consumption from transportation. In addition, electricity would be provided by SCE, which continues to increase renewable energy sources to comply with state requirements of SB 100.

With regard to transportation related energy usage, the proposed project would not conflict with the goals of SCAG's Connect SoCal 2024, which incorporates vehicle miles traveled (VMT) targets established by SB 375. SCAG's Connect SoCal 2024 focuses on four (4) core categories: mobility, communities, environment and economy (SCAG 2024). In addition, the SCS implementation strategies include focusing growth near destinations and mobility options, promoting diverse housing choices, leveraging technology innovations, and supporting implementation of sustainability policies. The proposed project is an infill development and is within 0.25 mile of existing bus stops (i.e., OCTA Route 72) as well as existing schools and commercial uses, which could potentially reduce reliance on motor vehicle use and promote walking and biking near the project site.

The proposed project would also result in a reduction in trips to the project site by 547 trips, which would reduce gasoline and diesel fuel consumption as compared to the existing commercial and restaurant uses. Furthermore, the proposed project would be consistent with the energy efficiency policies by being consistent with the CALGreen and Building Energy Efficiency Standards for appliances and EV charging provisions. Therefore, the proposed project would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency and no impact would occur.

NO IMPACT

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7 Geology and Soils

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than - Significant Impact	No Impact
Would the project:				
a. Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
1. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?	☐	☐	■	☐
2. Strong seismic ground shaking?	☐	☐	■	☐
3. Seismic-related ground failure, including liquefaction?	☐	☐	■	☐
4. Landslides?	☐	☐	■	☐
b. Result in substantial soil erosion or the loss of topsoil?	☐	☐	■	☐
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?	☐	☐	■	☐
d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	☐	☐	■	☐
e. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	☐	☐	☐	■
f. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	■	☐	☐

The analysis presented in this section is based on information provided in a Geotechnical Engineering Investigation prepared for the project by NorCal Engineering in June 2023. The Geotechnical Investigation is included as Appendix E.

a.1. Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?

The project site is in a seismically active area of Southern California. A fault that has ruptured in at least the last 11,700 years is considered to have a higher potential of future seismicity and is considered an active fault by the Alquist-Priolo Earthquake Fault Zoning Act. Faults with evidence of longer earthquake frequency events are considered to have a lower potential of future seismicity. According to California Geological Survey (CGS) the project site is not located in an Alquist-Priolo Fault Zone (CGS 2025). However, the site is situated in a region subject to strong earthquakes occurring along active faults. The closest known active fault to the site is the Newport-Inglewood-Rose Canyon located approximately 2.7 miles southwest of the project site (CGS 2025; Fountain Valley 2023a).

To reduce geologic and seismic impacts, the City regulates development through the requirements of the CBC. The purpose of the CBC is to establish minimum standards to safeguard the public health, safety, and general welfare through structural strength, means of egress, and general stability by regulating and controlling the design, construction, quality of materials, use and occupancy, location, and maintenance of all building and structures within its jurisdiction. The earthquake design requirements of the CBC consider the occupancy category of the structure, site class, soil classifications, and various seismic coefficients. The CBC provides standards for various aspects of construction, including but not limited to excavation, grading, earthwork, construction, preparation of the site prior to fill placement, specification of fill materials, fill compaction and field testing, retaining wall design and construction, foundation design and construction, and seismic requirements. It includes provisions to address issues such as (but not limited to) fault rupture. In accordance with California law, project design and construction would be required to comply with provisions of the CBC; therefore, impacts related to seismically induced fault rupture would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

a.2. Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving strong seismic ground shaking?

As detailed under discussion *a.1.* of this section, the project site is in a seismically active area of Southern California. According to the CGS the project site is not located in an Alquist-Priolo Fault Zone (CGS 2025). However, the site is situated in a region subject to strong earthquakes occurring along active faults. The closest known active fault to the site is the Newport-Inglewood-Rose Canyon located approximately 2.7 miles southwest of the project site (CGS 2025; Fountain Valley 2023a). The possibility of ground acceleration, or shaking at the site, may be considered as approximately similar to the Southern California region as a whole.

As detailed under discussion *a.1* of this section, to reduce geologic and seismic impacts, the City regulates development through the requirements of the CBC. The earthquake design requirements of the CBC consider the occupancy category of the structure, site class, soil classifications, and various seismic coefficients. The CBC provides standards for various aspects of construction,

including but not limited to excavation, grading, earthwork, construction, preparation of the site prior to fill placement, specification of fill materials, fill compaction and field testing, retaining wall design and construction, foundation design and construction, and seismic requirements. It includes provisions to address issues such as (but not limited to) ground shaking. In accordance with California law, project design and construction would be required to comply with provisions of the CBC; therefore, construction of the project would not exacerbate existing ground shaking hazards and impacts related to seismically induced ground shaking would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

a.3. Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving seismic-related ground failure, including liquefaction?

Liquefaction is a process whereby soil is temporarily transformed to fluid form during intense and prolonged ground shaking or because of a sudden shock or strain. Typically, liquefaction occurs in areas where there are loose soils and the depth to groundwater is less than 50 feet from the surface. Likewise, earthquakes can cause landslides in areas with unstable slopes and terrain.

The project site is located within a mapped potential liquefaction hazard zone (CGS 2025). Further, the project's geotechnical investigation determined that based on the historical high groundwater level, the soils have a high potential for liquefaction (NorCal Engineering 2023). While the project site is in a seismically active area and is susceptible to liquefaction, the project would be required to minimize this risk, to the extent feasible, through the incorporation of applicable CBC standards. The design and construction of the project would conform to the current seismic design provisions of the CBC, which incorporates the latest seismic design standards for structural loads and materials, as well as provisions from the National Earthquake Hazards Reduction Program, to mitigate losses from an earthquake, including liquefaction, and provide for the latest in earthquake safety. The proposed project would also be required to adhere to the geotechnical recommendations of the geotechnical investigation related to liquefaction. Adherence to applicable CBC standards and the geotechnical investigation's recommendations would ensure that impacts related to liquefaction would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

a.4. Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving landslides?

The project site and surrounding area are relatively flat. According to the CGS, the project site is not located in an area subject to landslides caused by earthquakes and the nearest landslide hazard zone is located approximately 6.7 miles southeast of the project site (CGS 2025). Implementation of the project would not exacerbate the existing risk of earthquake-induced landslides in the immediate vicinity because the project would not directly result in a seismic event or destabilize soils prone to landslides. Therefore, the risk of earthquake-induced landslides at the project site is low and impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

b. Would the project result in substantial soil erosion or the loss of topsoil?

Construction activities have the potential to result in soil erosion, particularly during grading and excavation activities. Fugitive dust caused by strong wind and/or earth-moving operations during construction would be minimized through compliance with SCAQMD Rule 403, which prohibits visible particulate matter from crossing property lines. Standard practices to control fugitive dust emissions include watering of active grading sites, covering soil stockpiles with plastic sheeting, and covering soils in haul trucks with secured tarps. In addition, the potential for project construction activities to result in increased erosion and sediment transport by stormwater to surface waters would be minimized because the project would be required to comply with a Construction General Permit, which is issued by the SWRCB. The Construction General Permit requires the development of a Storm Water Pollution Prevention Plan (SWPPP), which outlines best management practices (BMP) to reduce erosion and topsoil loss from stormwater runoff (also refer to the discussion in Section 10, *Hydrology and Water Quality*). Compliance with the Construction General Permit would ensure that BMPs are implemented during construction and minimize substantial soil erosion or the loss of topsoil. Upon completion of construction, the project site would be stabilized with landscaping and paving, and operational activities would not result in soil erosion. Therefore, impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

c. Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?

Lateral spreading is the horizontal movement or spreading of soil toward an open face (an area exposed rock or soil). Lateral spreading may occur when soils liquefy during an earthquake event, and the liquefied soils with overlying soils move laterally to unconfined spaces. Due to the lack of nearby “free face” conditions, the potential for lateral spreading is considered very low. Therefore, lateral spreading impacts would be less than significant.

Subsidence is the sudden sinking or gradual downward settling of the earth’s surface with little or no horizontal movement. Subsidence is caused by a variety of activities that include, but are not limited to, withdrawal of groundwater, pumping of oil and gas from underground, the collapse of underground mines, liquefaction, and hydrocompaction. Collapse potential refers to the potential settlement of a soil under existing stresses upon being wetted. As discussed under discussions *a.1* through *a.4* of this section, the project is in a seismically active area and within a liquefaction hazard zone. However, the project would be required to comply with CBC design provisions. Therefore, compliance with CBC design provisions would ensure that impacts would remain less than significant.

LESS-THAN-SIGNIFICANT IMPACT

d. Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?

Expansive soils are highly compressible, clay-based soils that tend to expand as they absorb water and shrink as water is drawn away. According to the geotechnical investigation prepared for the project, the expansion potential of soils underlying the project site are considered to be low expansion potential (NorCal Engineering 2023). However, the geotechnical investigation provides expansive soil guidelines regarding the proper design and maintenance of the proposed project to

reduce potential risks related to expansive soils. The construction of the proposed project would adhere to these recommendations. With adherence to the geotechnical investigation's recommendations related to expansive soils, impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

e. Would the project have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?

The project would be served by the City's existing sewer system. No septic tanks are proposed for the project. Therefore, there is no potential for adverse effects due to soil incompatibility with septic tanks or alternative wastewater disposal systems. No impact would occur.

NO IMPACT

f. Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Paleontological resources, or fossils, are the evidence of once-living organisms preserved in the rock record. They include both the fossilized remains of ancient plants and animals and the traces thereof (e.g., trackways, imprints, burrows, etc.). Paleontological resources are not found in "soil" but are contained within the geologic deposits or bedrock that underlies the soil layer. Typically, fossils are greater than 5,000 years old (i.e., older than middle Holocene in age) and are typically preserved in sedimentary rocks. Although rare, fossils can also be preserved in volcanic rocks and low-grade metamorphic rocks under certain conditions (Society of Vertebrate Paleontology [SVP] 2010). Fossils occur in a non-continuous and often unpredictable distribution within some sedimentary units, and the potential for fossils to occur within sedimentary units depends on several factors. It is possible to evaluate the potential for geologic units to contain scientifically important paleontological resources and therefore evaluate the potential for impacts to those resources and provide mitigation for paleontological resources if they are discovered during construction of a development project.

Rincon evaluated the paleontological sensitivity of the geologic unit that underlies the project site to assess the project's potential for significant impacts to scientifically important paleontological resources. The analysis was based on the results of a paleontological locality search and a review of existing information in the scientific literature regarding known fossils within geologic units mapped at the project site. According to the SVP classification system, geologic units can be assigned a high, low, undetermined, or no potential for containing scientifically significant nonrenewable paleontological resources (SVP 2010). Following the literature review, a paleontological sensitivity classification was assigned to each geologic unit mapped within the project site. This criterion is based on rock units within which vertebrate or significant invertebrate fossils have been determined by previous studies to be present or likely to be present. The potential for impacts to significant paleontological resources is based on the potential for ground disturbance to directly impact paleontologically sensitive geologic units.

Rincon requested a records search from the Natural History Museum of Los Angeles County (NHMLAC). Results from the NHMLAC resulted in five (5) paleontological localities from Pleistocene-aged sediments near the project site. The nearest locality is approximately 1.5 miles southwest of the project site and has produced sharks, rays, and bony fish. These specimens were found between 150 and 350 feet below the surface. A second locality, approximately three (3) miles east of the

project site produced mammoth (*Mammuthus*), bison (*Bison*), and invertebrates between six (6) and 20 feet below the surface. The remaining localities produced mostly vertebrate specimens such as horse (*Equus*), mole (*Scapanus*), toad (*Bufo*), and houndshark (*Triakis*) (NHMLAC 2025).

The project site is situated in the Peninsular Ranges, one (1) of the 11 major geomorphic provinces in California (CGS 2002). In general, the Peninsular Ranges consist of northwest-southeast trending mountain ranges and faults (Norris and Webb 1976). These mountains are generally comprised of Mesozoic to Cenozoic plutonic and extrusive igneous and Cretaceous marine sedimentary rocks. The Peninsular Ranges province also contains sedimentary basins such as the Los Angeles Basin which have accumulated thick sequences of Cenozoic marine and terrestrial sedimentary rocks.

The project is located in the Newport Beach USGS 7.5-minute topographic quadrangle. The geology of the region surrounding the project site was mapped by Morton and Miller (2006) who identified a single geologic unit, Quaternary young alluvial fan deposits, underlying the project site.

Quaternary young alluvial-fan deposits consist of slightly consolidated to unconsolidated silt, sand, pebbly cobbly sand, and bouldery sediments (Morton and Miller 2006). The geotechnical investigation prepared for the project included six (6) subsurface borings, ranging in depths between five (5) and 50 feet below ground surface. The geotechnical investigation encountered fill soils from the surface to two (2) feet below the surface. From two (2) feet below ground surface, a brown, sandy silt to silty clay was encountered (NorCal Engineering 2023). The composition of deeper sediments encountered in the geotechnical investigations match the description of quaternary young alluvial fan deposits. Quaternary young alluvial-fan deposits are Holocene in age. Holocene-aged sediments are generally considered too young (i.e., less than 5,000 years old) to contain paleontological resources (SVP 2010) meaning they have low paleontological sensitivity. However, Holocene-aged sediments may become old enough in the subsurface to preserve paleontological resources. Pleistocene-aged sediments within Orange County are known to preserve paleontological resources (NHMLAC 2025; Paleobiology Database 2025) and are therefore considered to have high paleontological sensitivity. The presence of significant paleontological resource discoveries in the region suggests that this transition to high-sensitivity sediments may occur at five (5) feet below the surface. However, this five (5)-foot depth is an estimate, so sediments below this threshold should be treated as having undetermined paleontological sensitivity rather than high. Therefore, sediments underlying the project site have low paleontological sensitivity from the surface to five (5) feet below the surface and undetermined paleontological sensitivity greater than five (5) feet below the surface.

Ground-disturbing activities within previously undisturbed sediments with high or undetermined paleontological sensitivity could nonetheless result in significant impacts to paleontological resources. Impacts would be significant if construction activities result in the destruction, damage, or loss of scientifically important paleontological resources and associated stratigraphic and paleontological data. The project will require grading for building pads and excavations for underground utilities (e.g., water, sewer). The maximum depth of these excavations is expected to be approximately five (5) feet below the surface. Therefore, project construction will likely affect previously undisturbed sediments with undetermined paleontological sensitivity, meaning that significant impacts to paleontological resources could occur.

Mitigation Measure

GEO-1 Unanticipated Fossil Discovery

PALEONTOLOGICAL WORKER ENVIRONMENTAL AWARENESS PROGRAM

Prior to issuance of grading permit, the applicant shall retain a Qualified Professional Paleontologist meeting the Society of Vertebrate Paleontology (2010) standards to respond to and address any inadvertent discoveries identified for the duration of construction activities. Prior to the start of construction, the Qualified Professional Paleontologist or their designee shall conduct a paleontological Worker Environmental Awareness Program training for construction personnel regarding the appearance of fossils and the procedures for notifying paleontological staff should fossils be discovered by construction personnel. The Worker Environmental Awareness Program shall discuss the potential to discover paleontological resources in the project site, legal obligations to protect paleontological resources, examples of paleontological resources that may be found in the project site, procedures in case a paleontological resource is discovered, and contact information for the Qualified Professional Paleontologist.

UNANTICIPATED DISCOVERY OF PALEONTOLOGICAL RESOURCES

The project applicant shall include a standard inadvertent discovery clause in every construction contract to inform contractors of this requirement. If a potential fossil is discovered during project construction, construction activity within 50 feet of the find shall cease until the discovery is examined by a Qualified Professional Paleontologist. If the find is determined to be significant, the Qualified Professional Paleontologist shall direct all mitigation efforts related to paleontological resources consistent with the Society of Vertebrate Paleontology (2010) standards, which may include, but are not limited to: paleontological monitoring; fossil salvage, preparation, and curation; and reporting to summarize the paleontological mitigation efforts. That report shall include a lists of all fossils recovered and necessary maps and graphics to accurately record their original location(s). The report, when submitted to and accepted by the City, and the curation of all significant fossils in a fossil repository has occurred, shall signify satisfactory completion of the project program to mitigate impacts to any potential nonrenewable paleontological resources (i.e., fossils) that might have been lost or otherwise adversely affected without such a program in place.

Significance After Mitigation

Implementation of Mitigation Measure GEO-1 would reduce potential impacts to paleontological resources to a less-than-significant level and would effectively mitigate the project's impacts to these resources through the recovery, identification, and curation of previously unrecovered fossils.

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED

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8 Greenhouse Gas Emissions

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than - Significant Impact	No Impact
Would the project:				
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	■	☐
b. Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☐	■

Climate Change and Greenhouse Gases

Climate change is the observed increase in the average temperature of the Earth's atmosphere and oceans along with other substantial changes in climate (such as wind patterns, precipitation, and storms) over an extended period of time. Climate change is the result of numerous, cumulative sources of greenhouse gases (GHGs). GHGs contribute to the "greenhouse effect," which is a natural occurrence that helps regulate the temperature of the planet. The majority of radiation from the Sun hits the Earth's surface and warms it. The surface in turn radiates heat back towards the atmosphere, known as infrared radiation. Gases and clouds in the atmosphere trap and prevent some of this heat from escaping back into space and re-radiate it in all directions. This process is essential to supporting life on Earth because it warms the planet by approximately 60° Fahrenheit. Emissions from human activities since the beginning of the industrial revolution (approximately 250 years ago) are adding to the natural greenhouse effect by increasing the gases in the atmosphere that trap heat, thereby contributing to an average increase in the Earth's temperature.

GHGs occur naturally and from human activities. Human activities that produce GHGs include the burning of fossil fuels (coal, oil and natural gas for heating and electricity, gasoline and diesel for transportation); methane from landfill wastes and raising livestock, deforestation activities; and some agricultural practices. GHGs produced by human activities include carbon dioxide (CO_2), methane (CH_4), nitrous oxide (N_2O), hydrofluorocarbons (HFC), perfluorocarbons (PFC), and sulfur hexafluoride (SF_6). The United Nations Intergovernmental Panel on Climate Change (IPCC) expressed that the rise and continued growth of atmospheric CO_2 concentrations is unequivocally due to human activities in the IPCC's Sixth Assessment Report (2021). Human influence has warmed the atmosphere, ocean, and land, which has led the climate to warm at an unprecedented rate in the last 2,000 years. It is estimated that between the period of 1850 through 2019, a total of 2,390 gigatons of anthropogenic CO_2 was emitted. It is likely that anthropogenic activities have increased the global surface temperature by approximately 1.07 degrees Celsius between the years 2010 through 2019 (IPCC 2021). Emissions resulting from human activities are thereby contributing to an average increase in Earth's temperature. Potential climate change impacts in California may include loss of snowpack, sea level rise, more extreme heat days per year, more high ozone days, more large forest fires, and more drought years (California Natural Resource Agency 2018).

Significance Thresholds

Based on Appendix G of the CEQA Guidelines, impacts related to GHG emissions from the proposed project would be significant if the project would:

- Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment; and/or
- Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases.

The vast majority of individual projects do not generate sufficient GHG emissions to directly influence climate change. However, physical changes caused by a project can contribute incrementally to significant cumulative effects, even if individual changes resulting from a project are limited. As a result, the issue of climate change typically involves an analysis of whether a project's contribution towards an impact would be cumulatively considerable. "Cumulatively considerable" means that the incremental effects of an individual project are significant when viewed in connection with the effects of past projects, other current projects, and probable future projects (CEQA Guidelines Section 15064[h][1]).

To determine a project-specific threshold, guidance on GHG significance thresholds in the region from SCAQMD, the air district in which the project site is located, was used. The SCAQMD's GHG CEQA Significance Threshold Working Group considered a tiered approach to determine the significance of residential and commercial projects. The draft tiered approach is outlined in meeting minutes dated September 29, 2010 (SCAQMD 2010):

- **Tier 1.** If the project is exempt from further environmental analysis under existing statutory or categorical exemptions, there is a presumption of less than significant impacts with respect to climate change. If not, then the Tier 2 threshold should be considered.
- **Tier 2.** Consists of determining whether the project is consistent with a GHG reduction plan that may be part of a local general plan, for example. The concept embodied in this tier is equivalent to the existing concept of consistency in CEQA Guidelines Section 15064(h)(3), 15125(d) or 15152(a). Under this Tier, if the proposed project is consistent with the qualifying local GHG reduction plan, it is not significant for GHG emissions. If there is not an adopted plan, then a Tier 3 approach would be appropriate.
- **Tier 3.** Establishes a screening significance threshold level to determine significance. The Working Group has provided a recommendation of 10,000 metric tons (MT) of carbon dioxide equivalent (CO_2e) per year for industrial projects and 3,000 MT CO_2e per year for nonindustrial projects.
- **Tier 4.** Establishes a service population threshold to determine significance. The Working Group has provided a recommendation of 4.8 MT CO_2e per year for land use projects.

Tier 1 would not apply to the proposed project as it is not exempt from environmental analysis. For Tier 2, the City of Fountain Valley does not have a qualified GHG reduction plan in its General Plan. As described above, when the tiered approach is applied to a proposed project, and the project is found not to comply with Tier 1 or Tier 2, the project's emissions are compared against a screening threshold, as described above, for Tier 3. The screening threshold formally adopted by SCAQMD is an "interim" screening threshold for stationary source industrial projects where the SCAQMD is the lead agency under CEQA. The threshold was termed "interim" because, at the time, SCAQMD anticipated that CARB would be adopting a statewide significance threshold that would inform and

provide guidance to SCAQMD in its adoption of a final threshold. However, no statewide threshold was ever adopted, and the interim threshold remains in effect. For projects for which SCAQMD is not a lead agency, no screening thresholds have been formally adopted. However, the SCAQMD Working Group has recommended a threshold of 10,000 MT CO_2e per year for industrial projects and 3,000 MT CO_2e per year for residential and commercial projects. SCAQMD determined that these thresholds would "capture" 90 percent of GHG emissions from these sectors, "capture" meaning that 90 percent of total emissions from all new projects would be subject to some type of CEQA analysis. Therefore, for a project-specific threshold, the City of Fountain Valley has selected SCAQMD's 3,000 MT CO_2e per year threshold for nonindustrial projects as the applicable project-specific threshold, in accordance with Tier 3. The SCAQMD's 3,000 MT CO_2e per year threshold is frequently used by jurisdictions across Southern California to determine GHG emissions impacts from nonindustrial projects. In addition, the project is evaluated based on consistency with plans and polices adopted for the purposes of reducing GHG emissions and mitigating the effects of climate change. The most directly applicable adopted regulatory plans to reduce GHG emissions are the 2022 Scoping Plan and SCAG's Connect SoCal 2024.

Methodology

Calculations of CO_2, CH_4, and N_2O emissions are provided to identify the magnitude of potential project effects. The analysis focuses on CO_2, CH_4, and N_2O because these make up 98 percent of all GHG emissions by volume and are the GHG emissions the project would emit in the largest quantities (IPCC 2014). Emissions of all GHGs are converted into their equivalent global warming potential in terms of CO_2 (i.e., CO_2e). Minimal amounts of other GHGs (such as chlorofluorocarbons [CFCs]) would be emitted; however, these other GHG emissions would not substantially add to the total GHG emissions. GHG emissions associated with project construction and operation were estimated using CalEEMod, version 2022.1, with the assumptions described in Section 3, *Air Quality,* in addition to the following:

- The project's CalEEMod model uses CalEEMod default assumptions for area sources, water, wastewater, solid waste, and refrigerants.
- The CalEEMod model accounts for all-electric apartments.
- In accordance with SCAQMD's recommendation, GHG emissions from construction of the proposed project were amortized over a 30-year period and added to annual operational emissions to determine the project's total annual GHG emissions (SCAQMD 2008b).

a. Would the project generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment?

Construction Emissions

Based on the CalEEMod results (Appendix A), construction activity for the proposed project would generate an estimated 880 MT of CO_2e (as shown in Table 8 on the following page) during construction. Amortized over a 30-year period (the assumed life of a project), construction of the proposed project would generate approximately 29 MT CO_2e per year. Emissions from construction are amortized for the purpose of comparison with annual operational emissions over the estimated 30-year life of the proposed project.

Table 8 Estimated Construction GHG Emissions

Year	Project Emissions (MT/yr CO_2e)
2026	462
2027	418
Total	880
Total Amortized over 30 Years	29

Note: Refer to Appendix A for CalEEMod results.

Operational Emissions

Long-term emissions related to transportation, area sources, energy use, water use, wastewater and solid waste generation, and refrigerant use are shown in Table 9.

Table 9 Combined Annual Emissions of Greenhouse Gases

Emission Source	Annual Emissions (MT CO_2e)
Construction	29
Operational	
Mobile	-521
Area	4
Energy	48
Water	7
Waste	17
Refrig.	<1
Total	**-416**
SCAQMD Threshold	**3,000**
Threshold Exceeded?	**No**

Note: Refer to Appendix A for CalEEMod results.

As shown in Table 9, the proposed project would result in a net reduction in GHG emissions by 416 MT CO_2e and would not exceed the SCAQMD threshold of 3,000 MT CO_2e. Therefore, impacts would be less than significant.

LESS THAN SIGNIFICANT IMPACT

b. Would the project conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

2022 Scoping Plan

The principal State GHG reduction plans and policies are AB 32, the California Global Warming Solutions Act of 2006, and the subsequent legislation, SB 32 and AB 1279. The quantitative goal of AB 32 is to reduce GHG emissions to 1990 levels by 2020. The goal of SB 32 is to reduce GHG emissions to 40 percent below 1990 levels by 2030. In 2022, the State passed AB 1279, which declares the State would achieve net-zero GHG emissions by 2045 and would reduce GHG emissions by 85 percent below 1990 levels by 2045. The latest iteration of the CARB Scoping Plan is the 2022 Scoping Plan, which focuses on outcomes needed to achieve carbon neutrality by assessing paths

for clean technology, energy deployment, natural and working lands, and others, and is designed to meet the State's long-term climate objectives and support a range of economic, environmental, energy security, environmental justice, and public health priorities (CARB 2022). The 2022 Scoping Plan's strategies that apply to the proposed project include the following:

- Reducing fossil fuel use, energy demand and VMT.
- Maximizing recycling and diversion from landfills.

The proposed project would be consistent with these goals through project design, as the project would be designed to be all-electric and would at least meet the latest Title 24 Green Building Code and Building Efficiency Energy Standards. In addition, implementation of the proposed project would involve installing solar panels over the carport roofs and would allocate six (6) EV charging stations with additional facilities for EV parking spaces planned. The proposed project would also result in a reduction in trips to the project site by 547 trips, which, in turn, would reduce GHG emissions compared to the existing commercial center.

The proposed project would be served by SCE, which is required to increase its renewable energy procurement in accordance with SB 100 targets. The proposed project is an infill development that would not convert natural lands and would contribute to the job and housing balance. These project features would minimize GHG emissions from the project. Therefore, the proposed project would be consistent with the State's long-term climate goals of carbon neutrality by 2045. No impact would occur.

SCAG Connect SoCal 2024

On April 4, 2024, SCAG's Regional Council formally adopted Connect SoCal 2024. SCAG's Connect SoCal 2024 is forecast to help California reach its GHG reduction goals by reducing GHG emissions from passenger cars in the SCAG region by 19 percent by 2035 in accordance with the most recent CARB targets adopted in March 2018.[6] Connect SoCal 2024 focuses on four (4) core categories: mobility, communities, environment, and economy. In addition, the Connect SoCal 2024 implementation strategies include focusing growth near destinations and mobility options, promoting diverse housing choices, leveraging technology innovations, and supporting implementation of sustainability policies. The proposed project would develop 72 residential units and would provide connectivity with several residential neighborhoods and commercial areas nearby. The proposed project would also result in a reduction in trips to the project site by 547 trips as compared to the existing commercial center, which also would reduce VMT. In addition, as the proposed project is an infill development, it would not impact natural and working lands or restoration of habitats. The project site would be within 0.25 mile from existing transit bus stops along Warner Avenue (i.e., OCTA Route 72), which could potentially promote walking and biking near the project site, which could potentially reduce VMT and commute times to new job opportunities. Furthermore, implementation of the proposed project would involve installing solar panels over the carport roofs and would allocate six (6) EV charging stations with additional facilities for EV parking spaces planned. These project features would promote the use of renewable energy for transportation and would potentially reduce petroleum-based fuel consumption from transportation. Therefore, the proposed project would be consistent with the GHG emissions reduction strategies contained in SCAG's Connect SoCal 2024 and no impact would occur.

Fountain Valley General Plan

[6] Eight (8) percent emissions reduction from 2005 levels by 2020 target was achieved (SCAG 2024).

Adopted in 2023, the Fountain Valley General Plan outlines policies that would minimize GHG emissions from energy and mobile sources (Fountain Valley 2023a). The Open Space and Conservation Element includes Goal OSC-3, which aims to protect air, water, and energy resources from pollution and overuse. Policies within the Open Space and Conservation Element include Policy OSC-3.2, Alternative Fueled Vehicles; Policy OSC-3.3, Energy and Water Conservation; and Policy OSC-3.8, Renewable Energy. These policies are intended to minimize GHG emissions by reducing reliance on nonrenewable energy sources, encouraging energy conservation and efficiency in building design, and promoting use of renewable energy sources. The proposed project would be designed to be all electric and would meet the latest Title 24 CALGreen and Building Efficiency Energy Standards. In addition, the proposed project would also involve installation of EV charging stations, EV-ready infrastructure, and solar panels over the carport roofs. These project features would minimize GHG emissions within the city and, therefore, the proposed project would be consistent with the goals and policies in the General Plan pertaining to GHG. No impact would occur.

NO IMPACT

9 Hazards and Hazardous Materials

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than - Significant Impact	No Impact
Would the project:				
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	■	☐
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	■	☐
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within 0.25 mile of an existing or proposed school?	☐	☐	■	☐
d. Be located on a site that is included on a list of hazardous material sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	■
e. For a project located in an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	☐	☐	☐	■
f. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	■	☐
g. Expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?	☐	☐	■	☐

a. Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

Construction

Project construction would involve the use of potentially hazardous materials such as vehicle fuels and fluids that could be released should an accidental leak or spill occur. However, standard construction BMPs for the use and handling of such materials, such as the use of secondary containment, would be implemented to avoid or reduce the potential for such conditions to occur. Furthermore, any use of potentially hazardous materials utilized during construction of the project would be subject to all local, State, and federal regulations regarding the handling of potentially hazardous materials. The transport, use, and storage of hazardous materials during construction of the project would be subject to all applicable State and federal laws, such as the Hazardous Materials Transportation Act, Resource Conservation and Recovery Act, the California Hazardous Material Management Act, and the CCR Title 22. Therefore, project construction would not create a significant hazard to the public and environment through the routine transport, use, or disposal of hazardous materials.

Operation

Operation of the project would involve the use of common materials in the regular maintenance of multi-family residences and landscaping, including cleaning and degreasing solvents, fertilizers, and pesticides. Project operation activities would require minor quantities of such products and would not involve the use of extremely hazardous substances. Use and storage of chemicals would be subject to compliance with existing regulations, standards, and guidelines established by the federal, State, and local agencies related to storage, use, and disposal of hazardous materials. The transport, use, and storage of hazardous materials during operation of the project would be subject to all applicable State and federal laws, such as the Hazardous Materials Transportation Act, Resource Conservation and Recovery Act, the California Hazardous Material Management Act, and the CCR Title 22. Other than small quantities of materials used in the maintenance of the residential community, operation of the project would not involve the use or storage of substantial quantities of hazardous materials, nor would the project generate large quantities of hazardous waste. Therefore, operation of the project would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials and impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

b. Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

The project involves the construction of a 72-unit apartment complex which typically do not use or store large quantities of hazardous materials. Potentially hazardous materials such as fuels, lubricants, and solvents would be used during construction of the project. However, the transport, use, and storage of hazardous materials during the construction of the project would be conducted in accordance with all applicable State and federal laws, including the Hazardous Materials Transportation Act, Resource Conservation and Recovery Act, the California Hazardous Material Management Act, and the CCR Title 22. As discussed in Section 3, *Air Quality*, construction of the

project, and associated air pollutant emissions, would be temporary and would not result in air pollutant emissions that exceed the applicable thresholds at the nearest sensitive receptors.

As described under discussion *a.* of this section, the project would involve the use of common materials in the regular maintenance of multi-family residences and landscaping, including cleaning and degreasing solvents, fertilizers, and pesticides. Compliance with applicable State and federal laws, such as the Hazardous Materials Transportation Act, Resource Conservation and Recovery Act, the California Hazardous Material Management Act, and CCR Title 22, during project operations would further minimize risks to the public from the small quantities of common, household hazardous materials and waste that would be used and generated during operations. Therefore, the project is not anticipated to create a significant hazard to the public or environment through the upset and accident conditions involving the release of hazardous materials. Impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

c. Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within 0.25 mile of an existing or proposed school?

The nearest schools to the project site are the Tamura Elementary School and Lake View Elementary School, located approximately 0.25 mile southeast of the project site and 0.34 mile southwest of the project site, respectively.

During construction of the proposed project, hazardous and potentially hazardous materials would be utilized for the transport and operation of vehicles and machinery. As described under discussion *a.* of this section, the transport, use, and storage of hazardous materials during the construction of the proposed project would be conducted in accordance with all applicable State and federal laws, such as the Hazardous Materials Transportation Act, Resource Conservation and Recovery Act, the California Hazardous Material Management Act, and the CCR Title 22. Additionally, operation of the proposed project would not involve the use or routine transport of large quantities of hazardous materials. Therefore, the proposed project would not result in the emission or handling of hazardous materials within 0.25 mile of an existing or proposed school and impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

d. Would the project be located on a site that is included on a list of hazardous material sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

Government Code Section 65962.5 requires the California Environmental Protection Agency to develop and update the "Cortese List." The California Department of Toxic Substance Control (DTSC) is responsible for a portion of the information contained in the Cortese List. In addition to reviewing the Cortese List, this analysis included a review of the following resources to provide potential hazardous material release information:

- SWRCB GeoTracker database
- DTSC EnviroStor database

According to GeoTracker, there are no cleanup program sites or Leaking Underground Storage Tank (LUST) cleanup sites within the project site; however, there are three (3) LUST Cleanup Sites within 0.25 mile of the project site (SWRCB 2025). According to EnviroStor, there are no cleanup sites within the project site or within 0.25 mile of the project site (DTSC 2025).

The LUST Cleanup Sites within 0.25-mile of the project site identified by GeoTracker include:

- Saad Service Center located at 8471 Warner Avenue, which had a potential contaminant of concern for gasoline in groundwater for uses other than drinking water supply. The cleanup status is Open – Remediation as of 2011.
- Texaco located at 8520 Warner Avenue, which had a potential contaminant of concern for gasoline in groundwater for uses other than drinking water supply. The cleanup status is Completed – Case Closed as of 2014.
- Texaco Oil located at 8520 Warner Avenue, which had a potential contaminant of concern for gasoline. The cleanup status is Completed – Case Closed as of 1987.

Of these nearby sites, no violations have been reported. As a result, these sites do not pose a significant hazard to the project site. As detailed above, there are no cleanup program sites or LUST cleanup sites within the project site as identified by GeoTracker and EnviroStor. Therefore, no impact would occur.

NO IMPACT

e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?

The project site is located approximately seven (7) miles northwest of the John Wayne Airport and there are no private airstrips in the vicinity of the project site. Therefore, the project is not located within two (2) miles of an airport, and no impact would occur.

NO IMPACT

f. Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

The project site is located along a designated evacuation route, Warner Avenue, and is located adjacent to a designated evacuation route, Newland Street (Fountain Valley 2023a). The project would not permanently modify Warner Avenue or Newland Street and would maintain evacuation route access on both roadways. The project site is not located on or near a designated evacuation constrained parcel and would not result in inadequate emergency access to a designated evacuation constrained parcel.

Construction

During construction, temporary and occasional partial lane closures may be required on Warner Avenue for utility installation and driveway construction. However, construction would not involve permanent or full closure of Warner Avenue roadway lanes. Temporary project construction would not significantly affect emergency vehicle use of area roadways or evacuation of vehicles in the event of an emergency. Although the project site shares access with the adjacent animal hospital (Warner Avenue Animal Hospital at 8546 Warner Avenue); temporary construction fencing during project construction would comply with FVMC Section 21.22.070 requirements for aisle dimensions

to allow adequate backup distances for any vehicle accessing adjacent off-site uses, including emergency vehicles in the event of an emergency event.

Operation

During project operation, emergency response vehicles would continue to access the project site and nearby properties via the respective driveway entrances on Warner Avenue. The proposed project would be designed to ensure adequate access to the site would be provided via Warner Avenue, which would connect to the site's internal circulation network. The project would not permanently modify existing roadways in the vicinity and would therefore not affect emergency vehicle use of area roadways or evacuation of vehicles in the event of an emergency. Furthermore, FVFD would review site plans and site construction prior to occupancy to ensure that required fire protection safety features, including building sprinklers and emergency access, are implemented.

Therefore, the project would not impair implementation of or physically interfere with an adopted emergency response or evacuation plan. Impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

g. Would the project expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?

A fire hazard severity zone (FHSZ) is a mapped area that designates zones (based on factors such as fuel, slope, and fire weather) with varying degrees of fire hazard (i.e., moderate, high, and very high). While FHSZs do not predict when or where a wildfire will occur, they do identify areas where wildfire hazards could be more severe and therefore are of greater concern. FHSZs are meant to help limit wildfire damage to structures through planning, prevention, and mitigation activities/requirements that reduce risk. The FHSZs serve several purposes: they are used to designate areas where California's wildland urban interface building codes apply to new buildings, they can be a factor in real estate disclosure, and they can help local governments consider fire hazard severity in the safety elements of their general plans.

The project site is in an urban area of Fountain Valley surrounded by roads and structures, including commercial and residential buildings and a public park. Undeveloped wildland areas are not located near the project site. According to the California FHSZ Viewer, the project site is not located in a FHSZ or Very High FHSZ for wildland fires (CALFIRE 2025). The nearest Very High FHSZ is located approximately eight (8) miles southeast of the project site in the City of Irvine. Furthermore, the FVFD would review site plans, site construction, and the actual structures prior to occupancy to ensure that required fire protection safety features, including building sprinklers and emergency access, are implemented. Therefore, the project would not expose people or structures to a significant risk of loss injury or death involving wildland fires. Impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

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10 Hydrology and Water Quality

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than - Significant Impact	No Impact
Would the project:				
a. Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	☐	☐	■	☐
b. Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	■	☐
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
(i) Result in substantial erosion or siltation on- or off-site;	☐	☐	■	☐
(ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;	☐	☐	■	☐
(iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	☐	☐	■	☐
(iv) Impede or redirect flood flows?	☐	☐	■	☐
d. In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	■	☐
e. Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	■	☐

A Water Quality Management Plan (WQMP) was prepared for the proposed project by Jones, Cahl, and Associates in January 2025 and is included as Appendix F.

a. Would the project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?

The project site is currently developed with a commercial center, surface parking, and landscaping. The project site is surrounded by roads and structures, including commercial and residential buildings and a public park. Compared to the existing conditions, the project would increase pervious site surfaces by introducing more landscaped areas and planters, which would increase infiltration and groundwater recharge, reducing the amount of surface runoff. Construction of the proposed project could result in soil erosion during earth-moving activities such as excavation, grading, and soil stockpiling, and the generation of water pollutants, including trash, construction materials, and equipment fluids. However, prior to initiation of construction, the project would be required to obtain coverage under a Construction General Permit to comply with Clean Water Act NPDES requirements, administered by the Santa Ana RWQCB. In addition, the project would be required to comply with the Water Quality Control Plan for the Santa Ana River Basin (Basin Plan). Under the NPDES permit and Basin Plan, the project applicant would be required to eliminate or reduce non-stormwater discharges to waters of the nation, develop and implement a SWPPP for project construction activities, and perform inspections of the stormwater pollution prevention measures and control practices to ensure conformance with the SWPPP. Furthermore, the project applicant would be required to implement all applicable source control BMPs to reduce water-quality impacts as listed under the NPDES permit. Non-structural source control BMPs for the project would include education for occupants and employees, activity restrictions, landscape irrigation practices, common area litter control, street sweeping, and drainage facility inspection and maintenance. Structural source control BMPs would include storm drain signage, roof runoff controls, and an infiltration system. The project would also be required to comply with sections of the FVMC that regulate water quality, including FVMC Chapter 14.40.

Because the proposed project includes additional permeable surface area that would improve infiltration and stormwater quality and would comply with all applicable local and federal stormwater drainage requirements, impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

b. Would the project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

The City is a retail water supplier that provides water to its residents and other customers using the imported potable water supply obtained from its regional wholesaler, Municipal Water District of Orange County, local groundwater from the Orange County Groundwater Basin, and recycled water from the Orange County Water District. The City operates two (2) five (5)-million-gallon storage and distribution reservoirs and manages a 205-mile water distribution system with over 17,000 service conditions. The City generally meets its demands through a combination of local groundwater and recycled water, and supplemental imported water (Fountain Valley 2021).

As discussed in Section 19, *Utilities and Service Systems,* the proposed project's water demand would not substantially affect the City's water supply. According to the 2020 Urban Water Management Plan (UWMP), the City would be able to provide reliable water supplies for an average year, single dry year, and multiple dry years for its existing and planned supplies through 2045

(Fountain Valley 2021). Therefore, operational water use associated with the proposed project would not significantly deplete groundwater supplies or impede sustainable groundwater management of the Orange County Groundwater Basin.

The city lies within the Santa Ana River watershed. The project site is currently developed with a commercial center, surface parking, and landscaping. The proposed project would not substantially increase/decrease pervious and impervious surfaces compared to existing conditions, which would not impact infiltration and groundwater recharge. The amount of surface runoff would be similar to existing conditions. Therefore, the project would not substantially interfere with groundwater recharge in the Santa Ana River watershed and impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

c.(i) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would result in substantial erosion or siltation on- or off-site?

The project site is generally flat, with minimal elevation change across the site, and does not contain any streams, rivers, or other drainage features. As required by the FVMC and NPDES permit, construction activities on the project site would use a series of BMPs to reduce erosion and sedimentation and the construction contractor would be required to operate and maintain these controls throughout the duration of construction. Therefore, the project would not substantially alter the existing drainage pattern in a manner that would result in substantial erosion or siltation on- or off-site. Impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

c.(ii) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?

The proposed project would not substantially increase/decrease pervious and impervious surfaces compared to existing conditions, because the project consists of a redevelopment. The amount of surface runoff would be similar to existing conditions and upon completion of construction drainage of the site would generally return to existing conditions. Therefore, impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

c.(iii) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner that would create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?

The project site is located in an urban area and would not involve the altering course of streams or rivers, nor would it substantially modify the existing drainage patterns to the extent that it could cause flooding or redirection of floodwaters. The project consists of a redevelopment that would generally maintain the site's existing drainage patterns.

Construction

During the construction phase of the project, earth-moving activities could temporarily affect on-site drainage patterns by exposing the underlying soils, which could increase site permeability and alter the site's terrain. Moreover, construction activities could contribute to erosion and sediment in stormwater runoff. However, as detailed under discussion *a.* of this section, the proposed project would comply with the City's urban runoff requirements as stated in the FVMC and the NPDES permit, which would reduce the quantity and level of pollutants from runoff leaving the project site. The construction activities associated with the project would not significantly disrupt drainage patterns, or cause substantial erosion, siltation, flooding or redirection of floodwaters, nor pollute runoff either on- or off-site.

Operation

During operation of the project, any runoff from the site would be channeled into the existing drainage system, and the project would not introduce substantial changes to the site's drainage patterns or alter the course of streams, rivers, or other drainage routes in a way that could result in flooding or redirect floodwaters. The project site would be entirely occupied by the proposed development, paved areas, and landscaping upon completion, there would be no exposed bare soil vulnerable to erosion. The drainage of the site would generally return to existing conditions with stormwater flows traveling from higher areas of the site to lower areas and would be collected in on-site infiltration features or directed towards the city's existing stormwater infrastructure. Therefore, the operation of the project would not lead to significant erosion or siltation on- or off-site. Impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

c.(iv) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would impede or redirect flood flows?

According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) number 06059C0253J, the project site is located within Zone X in an area with reduced flood risk due to levee, which are areas of minimal flood hazard and not considered a special flood hazard area (FEMA 2025). As the project consists of a redevelopment and the drainage pattern would be similar to the existing conditions, it would not substantially alter the drainage pattern or add to flooding risks. Therefore, the project site is not expected to be inundated by flood flows, and the project would not impede flood flows. Impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

d. In flood hazard, tsunami, or seiche zones, would the project risk release of pollutants due to project inundation?

The project site is not located near any major bodies of enclosed water and is located approximately four (4) miles from the Pacific Ocean. The project site is not located within a designated tsunami hazard area (California Governor's Office of Emergency Services 2025). Therefore, the site is not located in a seiche or tsunami zone. As described under discussion *c.(iv)* of this section, the site is within an area of minimal flood hazard (FEMA 2025).

The nearest inland water bodies subject to flooding or seiche impacts are the Prado Dam and Seven Oaks Dam located approximately 22.5 miles and 57 miles northeast of project site, respectively. According to the City's Hazard Mitigation Plan, failure of the Prado Dam or the Seven Oaks Dam due to seismic activity has the potential to impact Fountain Valley and many other communities along the Santa Ana River (Fountain Valley 2025a). However, failure of this dam during a catastrophic event, such as a severe earthquake, is considered a very unlikely event due to the dam's method of construction and strict regulatory oversight. Furthermore, the project does not involve storage or processing of pollutants other than minor quantities of typical household hazardous waste such as cleaning agents and landscaping maintenance materials, that could be released due to inundation should such an event occur. Therefore, potential impacts related to the release of pollutants due to project inundation would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

e. Would the project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

The proposed project would be required to adhere to BMPs to ensure that water quality standards and waste discharge requirements are not violated. Compliance with the NPDES permit provisions and incorporation of these BMPs are regulatory obligations applicable to all development projects. Therefore, the project would not conflict with or obstruct implementation of a water quality control plan. Although construction activities related to the project may lead to a minor increase in water demand compared to the existing conditions, this increased demand is temporary and has been accounted for in the City's water supply planning. Upon completion of the proposed project, the nature of water demand would not undergo significant changes in comparison to the current conditions. Therefore, there would be no substantial adverse effects on groundwater supplies or rechargeability. Impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

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11 Land Use and Planning

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than - Significant Impact	No Impact
Would the project:				
a. Physically divide an established community?	☐	☐	☐	■
b. Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	■	☐

a. Would the project physically divide an established community?

The project site is currently occupied by a commercial building. Regional vehicular access to the site is provided by Interstate 405 (I-405) and SR-39. The project site is locally accessible by Warner Avenue. Regional mass transit service is provided by Metrolink, the Pacific Surfliner, and Amtrak, with the closest train stop being the Santa Ana Station on Railroad Street located 7.5 miles northeast of the project site. Pedestrians would be able to access the project site via the sidewalks along Warner Avenue. The project site is currently developed and surrounded by commercial and residential uses and a public park. The project would not include the implementation of any large linear features and would not re-develop existing residential areas. The project would not result in the division of an established community. Therefore, no impact would occur.

NO IMPACT

b. Would the project cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

As described in Section 1, *Aesthetics*, the project site is designated as Local Commercial by the Fountain Valley General Plan and currently zoned as C1 (Local Business). The project applicant is requesting a General Plan Amendment from Local Commercial to High Density Residential and a Zoning Map Amendment from C1 (Local Business) to R4 (High Density Multiple Dwelling). The High Density Residential land use allows for 15 to 30 dwelling units per acre, and, correspondingly, the R4 zone permits a residential density of 30 dwelling units per acre. To facilitate the development of the proposed 72 residential units on-site, and per the California Density Bonus Law the project applicant is requesting three (3) concessions to 1) reduce the required rear setback adjacent to single-family residential development, 2) allow a reduced balcony size requirement, and 3) allow for the increase in number of units per 1,452 square feet. The proposed uses would be permitted upon approval of the requested zoning/land use changes, a conditional use permit per FVMC Section 21.08.030, and concessions, and would remain consistent with the surrounding area.

With these changes, development of the project would comply with all applicable policies and regulations contained within the General Plan and FVMC, including the City's Zoning Code contained within. Once the requested land use designation changes are applied, the project would be consistent with the allowed uses described within the City's Zoning Code.

No significant environmental impact would occur from a conflict with an applicable land use policy, plan, or regulation. As disclosed throughout this IS-MND, project impacts would be reduced to less-than-significant levels after mitigation; therefore, the project would not cause a significant environmental impact due to conflict with any goals, objectives, and policies of applicable land use plans, including SCAQMD's 2022 AQMP, CARB's 2022 Scoping Plan, and SCAG's Connect SoCal 2024 (as discussed in Section 3, *Air Quality*, and Section 8, *Greenhouse Gas Emissions*). Impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

12 Mineral Resources

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than - Significant Impact	No Impact
Would the project:				
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	■
b. Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	☐	☐	☐	■

a. Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

b. Would the project result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?

The California Surface Mining and Reclamation Act of 1975 was enacted to promote conservation and protection of significant mineral deposits. According to the California Department of Conservation Mineral Land Classification Maps, the project site is within an area classified as Mineral Resource Zone-2 and designated for Portland cement concrete-Grade Aggregate, which indicates that the project site contains identified mineral resources (DOC 2010). However, the project site has not historically been used for mineral resource recovery and is in an urban area primarily developed with residential and commercial land uses. Therefore, the project site and surrounding area are not used for or compatible with mineral deposit recovery. In addition, according to the California Geologic Energy Management Division, there are no active oil extraction-sites in the vicinity of the project site (DOC 2023). Given the existing conditions of the project site and surrounding area, the project would not result in the loss of availability of a known mineral resource, and no impact would occur.

NO IMPACT

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13 Noise

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than - Significant Impact	No Impact
Would the project result in:				
a. Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	■	☐
b. Generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	■	☐
c. For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	■

Noise Overview

Sound is a vibration that transmits through a medium (such as a gas, liquid, or solid) created by a moving or vibrating source, which is capable of being detected by the hearing organs. Sound in the context of environmental analysis consists of sound that transmits through the open air from a source to a receiver. Noise is defined as sound that is loud, unpleasant, unexpected, or undesired and may therefore be classified as a more specific group of sounds.

Noise levels are commonly measured in decibels (dB) using the A-weighted sound pressure level (dBA). The A-weighting scale is an adjustment to the actual sound pressure levels so that they are consistent with the human hearing response, which is most sensitive to frequencies around 4,000 hertz (Hz) and less sensitive to frequencies around and below 100 Hz (Kinsler, et al. 1999). Decibels are measured on a logarithmic scale that quantifies sound intensity in a manner similar to the Richter scale used to measure earthquake magnitudes. A doubling of the energy of a noise source, such as the doubling of vehicle traffic volumes, results in a noise level increase of 3 dB, whereas dividing the energy in half results in a 3 dB decrease (Crocker 2007).

Human perception of noise has no simple correlation with sound energy, i.e., the perception of sound is not linear in terms of dBA or in terms of sound energy. Two (2) sources, each containing the same sound energy, do not "sound twice as loud" as one (1) source. It is widely accepted that the average healthy human ear can detect changes (either increases or decreases) of 3 dBA, which is recognized as being barely perceptible to most people. Similarly, a change of 5 dBA is readily perceptible and a change of 10 dBA sounds twice (or half) as loud (Crocker 2007).

Descriptors

The impact of noise is not a function of loudness alone. The time of day when noise occurs, and the duration of the noise are also important. In addition, most noise that lasts for more than a few seconds is variable in its intensity. Consequently, a variety of noise descriptors have been developed. The noise descriptors used in this analysis are the equivalent continuous noise level (L_{eq}) and the maximum noise level (L_{max}). The L_{eq} is defined as the single steady A-weighted level that is equivalent to the same amount of energy as that contained in the actual fluctuating levels over a period of time. Typically, L_{eq} is equivalent to a one (1)-hour period, even when measured for shorter durations as the noise level of a 10- to 30-minute period would be the same as the hour if the noise source is relatively steady. L_{max} is the highest Root Mean Squared (RMS) sound pressure level within the sampling period.

Propagation

Sound from a small, localized source (approximating a "point" source) radiates uniformly outward as it travels away from the source in a spherical pattern, known as geometric spreading. The sound level decreases or drops off at a rate of 6 dBA for each doubling of the distance away from the source. Other sources of noise, such as a road or railroad, are not a single, stationary point source of sound but rather, emanate noise from a line ("line" source). The drop-off rate for a line source is 3 dBA for each doubling of distance away from the source.

The propagation of noise is also affected by the absorption characteristics of the ground: a hard site, such as a parking lot or smooth body of water, provides no absorption/attenuation and the changes in noise levels with distance result simply from the geometric spreading of the source (i.e., 3 or 6 dBA reduction per doubling of distance for a point source or line source, respectively). Conversely, a soft site, such as soft dirt, grass, or scattered bushes and trees, may provide additional absorption/attenuation, potentially reducing noise levels an additional 1.5 dBA per doubling of distance away from the source (Caltrans 2013).

Noise levels may also be reduced by intervening structures. The amount of reduction provided by the "shielding" of these features depends on the size of the structure/s, the location of the structure/s relative to the noise source and receivers, and the frequency content of the noise levels. Natural terrain features, such as hills and dense woods, and manufactured features, such as buildings and walls, can significantly alter noise levels. Generally, any large structure blocking the line of sight between a noise source and receiver will provide at least a 5-dBA reduction in source noise levels at the receiver (Federal Highway Administration [FHWA] 2011).

Vibration Overview

Groundborne vibration of concern in environmental analysis consists of the oscillatory waves that move from a source through the ground to adjacent structures. The number of cycles per second of oscillation makes up the vibration frequency, described in terms of Hz. The frequency of a vibrating object describes how rapidly it oscillates. Vibration levels are usually expressed as a single-number measure of vibration magnitude in terms of velocity or acceleration, which describes the severity of the vibration without the frequency variable. The peak particle velocity (PPV) is defined as the maximum instantaneous positive or negative peak of the vibration signal, usually measured in inches per second. Since it is related to the stresses experienced by buildings, PPV is often used in monitoring and controlling construction vibration to prevent damage to nearby structures.

Although PPV is appropriate for evaluating the potential of building damage, it is not suitable for evaluating human response. It takes some time for the human body to respond to vibrations. In a sense, the human body responds to an average vibration amplitude (Federal Transit Administration [FTA] 2018). Because vibration waves are oscillatory, the net average of a vibration signal is zero. Therefore, the RMS amplitude is used to describe the "smoothed" vibration amplitude (FTA 2018). The RMS of a signal is the square root of the average of the squared amplitude of the signal, usually measured in inches per second. The average is typically calculated over a one (1)-second period. The RMS amplitude is always less than the PPV and is always positive. Decibel notation is used to compress the range of numbers required to describe vibration. The abbreviation "VdB" is used in this analysis for "vibration decibels" to reduce the potential for confusion with sound decibels.

Sensitive Receptors

Noise exposure goals for various types of land uses reflect the varying noise sensitivities associated with those uses. Noise-sensitive land uses typically include uses that are adversely affected by noise intrusion, such as residences, schools, hospitals and long-term care facilities, transient lodging (hotels and motels), places of worship, and parks (or other outdoor recreational areas).

The closest sensitive receptors in the vicinity of the project site include Westmont Park located adjacent to the eastern project site boundary and existing single-family residences located adjacent to the southern project site boundary. In addition, there are single-family residences located approximately 150 feet north of the northern project site boundary, 200 feet east of the eastern project site boundary, and 450 feet west of the western project site boundary.

Project Noise Setting

The primary noise source in the vicinity of the project site is vehicular traffic along Warner Avenue. To characterize ambient noise levels in the project vicinity, two (2) short-term (15-minute) noise level measurements were taken on July 15, 2025 and two (2) long-term (24-hour) noise level measurements were taken on July 15–16, 2025 using Soft dB Piccolo-II, Type 2 integrating sound level meters. The sound level meters were calibrated prior to and after measurements. Short-term noise measurement 1 (ST 1) was conducted at the northeast corner of the project site and ST 2 was conducted at the southeast corner of the project site. Long-term noise measurement 1 (LT 1) was conducted along the northern boundary of the project site along Warner Avenue and LT 2 was conducted along the southern project boundary near the existing residential properties located south of the project site. Approximate noise measurement locations are shown in Figure 7 on the following page. Table 10 summarizes the results of the short-term noise measurements.

Table 10 Short-Term Noise Measurement Results

Measurement Location		Sample Times[1]	L_{eq} (dBA)	L_{min} (dBA)	L_{max} (dBA)
ST 1	Northeast corner of project site	7:32 – 7:47 a.m.	69.4	51.5	84.4
ST 2	Southeast corner of project site	7:50 – 8:05 a.m.	57.0	45.8	63.4

dBA = A-weighted decibel; L_{eq} = equivalent continuous sound level; L_{min} = minimum sound level; L_{max} = maximum sound level

[1] All short-term noise measurements were conducted on July 15, 2025.

Note: Noise measurement locations are shown on Figure 7. Sound level measurement results are included in Appendix G.

Figure 7 Approximate Noise Measurement Locations

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Fig X Noise Measurement Locations

Table 11 summarizes the results of the long-term noise measurements at LT 1, and Table 12 summarizes the results of the long-term noise measurements at LT 2. All noise measurement data is included in Appendix G.

Table 11 Long-Term Noise Measurement Results (LT 1)

Sample Time	dBA L_{eq}	Sample Time	dBA L_{eq}
LT 1, Along northern project site boundary – July 15–16, 2025			
7:00 a.m.	73.5	7:00 p.m.	70.1
8:00 a.m.	73.1	8:00 p.m.	69.7
9:00 a.m.	72.4	9:00 p.m.	69.7
10:00 a.m.	71.7	10:00 p.m.	66.8
11:00 a.m.	70.6	11:00 p.m.	64.8
12:00 p.m.	72.2	12:00 a.m.	63.8
1:00 p.m.	70.8	1:00 a.m.	60.0
2:00 p.m.	72.2	2:00 a.m.	59.4
3:00 p.m.	70.1	3:00 a.m.	62.0
4:00 p.m.	72.8	4:00 a.m.	66.5
5:00 p.m.	71.6	5:00 a.m.	68.9
6:00 p.m.	70.8	6:00 a.m.	73.2
24-hour Noise Level (dBA CNEL)			**74.6**

dBA = A-weighted decibels; L_{eq} = equivalent continuous sound level; CNEL = Community Noise Equivalent Level

Note. Noise measurement locations are shown on Figure 7. Graphical sound level measurement results are included in Appendix G.

Table 12 Long-Term Noise Measurement Results (LT 2)

Sample Time	dBA L_{eq}	Sample Time	dBA L_{eq}
LT 2, Along southern project site boundary – July 15–16, 2025			
7:00 a.m.	59.0	7:00 p.m.	51.9
8:00 a.m.	70.1	8:00 p.m.	50.8
9:00 a.m.	53.0	9:00 p.m.	50.5
10:00 a.m.	51.0	10:00 p.m.	49.4
11:00 a.m.	50.3	11:00 p.m.	48.5
12:00 p.m.	54.5	12:00 a.m.	45.9
1:00 p.m.	51.1	1:00 a.m.	42.9
2:00 p.m.	52.8	2:00 a.m.	43.8
3:00 p.m.	50.2	3:00 a.m.	43.7
4:00 p.m.	52.5	4:00 a.m.	47.4
5:00 p.m.	53.0	5:00 a.m.	49.3
6:00 p.m.	52.2	6:00 a.m.	55.8
24-hour Noise Level (dBA CNEL)			**59.4**

dBA = A-weighted decibels; L_{eq} = equivalent continuous sound level; CNEL = Community Noise Equivalent Level

Note: Noise measurement locations are shown on Figure 7. Graphical sound level measurement results are included in Appendix G.

Significance Thresholds

Construction Noise

FOUNTAIN VALLEY MUNICIPAL CODE

Section 6.28.070 of the FVMC states that noise sources associated with the construction, repair, remodeling or grading of any real property, provided said activities[7] take place between the hours of 7:00 a.m. and 8:00 p.m. Monday through Friday, 9:00 a.m. through 8:00 p.m. on Saturday and at no time on Sunday or any legal Holiday are exempt from the noise regulations established in the FVMC. Therefore, noise impacts associated with construction of the project would be considered significant if construction activities were to occur outside of the allowable days and times established in the FVMC.

FEDERAL TRANSIT ADMINISTRATION TRANSIT NOISE AND VIBRATION IMPACT ASSESSMENT MANUAL

In absence of a quantitative threshold for evaluating construction noise impacts in the Fountain Valley General Plan and FVMC, the criteria recommended by the FTA in the Transit Noise and Vibration Impact Assessment Manual (FTA 2018) were used to evaluate noise levels associated with construction of the project. This document provides criteria for assessing construction noise impacts based on the potential for adverse community reaction according to affected land use type, which are shown in Table 13.

Table 13 FTA Construction Noise Criteria

	L_{eq}, equip (8-hour), dBA	
Land Use	**Day (7:00 a.m. to 10:00 p.m.)**	**Night (10:00 p.m. to 7:00 a.m.)**
Residential	80	70
Commercial	85	85
Industrial	90	90

dBA = A-weighted decibels; L_{eq} = equivalent continuous sound level

Source: FTA 2018

As shown in Table 13, noise impacts associated with construction of the project would be considered significant if noise levels were to exceed 80 dBA L_{eq} over an eight (8)-hour period at nearby noise-sensitive (i.e., residential) land uses.

Operational Noise

FOUNTAIN VALLEY MUNICIPAL CODE

Chapter 6.28 of the FVMC contains regulations pertaining to noise generated within the City. Section 6.28.050(a) of the FVMC establishes exterior noise levels, which are presented in Table 14 on the following page.

[7] For purposes of this exception the use of saws, buffers, sanders, drills, and sprayers shall be included, as shall similar activity.

Table 14 Fountain Valley Municipal Code Exterior Noise Standards

Noise Zone[1]	Noise Level	Time Period
1	55 dBA	7:00 a.m. to 10:00 p.m.
	50 dBA	10:00 p.m. to 7:00 a.m.

dBA = A-weighted decibels

[1] Pursuant to Section 6.28.040 of the FVMC, all properties located in residential zone districts are "Noise Zone 1."

Furthermore, FVMC Section 6.28.050(b) states that it is unlawful for any person at any location within the city to create any noise, or to allow the creation of any noise on property owned, leased, occupied or otherwise controlled by such person, when the foregoing causes the noise level, when measured on any other residential property, either incorporated or unincorporated, to exceed:

1. The noise standard for a cumulative period of more than 30 minutes in any hour; or
2. The noise standard plus 5 dBA for a cumulative period of more than 15 minutes in any hour; or
3. The noise standard plus 10 dBA for a cumulative period of more than 5 minutes in any hour; or
4. The noise standard plus 15 dBA for a cumulative period of more than 1 minute in any hour; or
5. The noise standard plus 20 dBA for any period of time.

Section 6.28.050(c) of the FVMC states that if the ambient noise level exceeds any of the noise limit categories discussed above, the cumulative period applicable to said category shall be increased to reflect said ambient noise level. If the ambient noise level exceeds the fifth noise limit category, the maximum allowable noise level under said category shall be increased to reflect the maximum ambient noise level.

Operational noise impacts associated with the project would be considered significant if they were to exceed the City's daytime and nighttime thresholds of 55 and 50 dBA, respectively, at nearby sensitive receptors.

Vibration

FEDERAL TRANSIT ADMINISTRATION TRANSIT NOISE AND VIBRATION IMPACT ASSESSMENT MANUAL

In absence of a quantitative threshold for evaluating vibration impacts in the City's General Plan and Municipal Code, the criteria recommended by the FTA in the Transit Noise and Vibration Impact Assessment Manual (FTA 2018) were used to evaluate vibration impacts associated with the project. This document provides criteria for evaluating vibration impacts based on preventing minor architectural (i.e., non-structural) damage to nearby structures. These vibration limits are presented in Table 15.

Table 15 FTA Vibration Damage Criteria

Building Category		PPV (in/sec)
I.	Reinforced concrete, steel, or timber (no plaster)	0.5
II.	Engineered concrete and masonry (no plaster)	0.3
III.	Nonengineered timber and masonry buildings	0.2
IV.	Buildings extremely susceptible to vibration damage	0.12

PPV = peak particle velocity; in/sec = inches per second

Source: FTA 2018

As shown in Table 15, vibration impacts associated with the project would be considered significant if vibration levels were to exceed 0.2 in/sec PPV at nearby residential structures and 0.3 in/sec PPV at nearby commercial structures.

Federal Aviation Administration

Fountain Valley does not establish a quantitative threshold for evaluating traffic noise impacts. Therefore, the recommended thresholds developed by the Federal Aviation Administration (FAA) were used. These thresholds are used for assessing noise impacts based on the extent to which the existing ambient noise level at a site is increased (FAA 2020). Based on FAA recommendations, significant noise impacts are determined by the percentage of people who would be annoyed at various levels of noise exposure. FAA criteria indicates that significant impacts would occur if project-related noise were to increase the existing noise environment by the following:

- Greater than 1.5 dBA CNEL for ambient noise environments of 65 dBA CNEL and higher; or
- Greater than 3 dBA CNEL for ambient noise environments of 60 to 64 dBA CNEL; or
- Greater than 5 dBA CNEL for ambient noise environments of less than 60 dBA CNEL.

As discussed under *Project Noise Setting* of this section, the existing ambient noise level at the project site was measured to be approximately 75 dBA CNEL along Warner Avenue. Therefore, traffic noise impacts would be considered significant if project-generated traffic were to cause a noise increase of 1.5 dBA CNEL or more.

Impact Analysis

a. Would the project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

Construction

Temporary noise levels caused by construction activity would be a function of the noise generated by construction equipment, the location and sensitivity of nearby land uses, and the timing and duration of noise-generating activities. For a construction noise assessment, construction equipment can be considered to operate in two (2) modes: stationary and mobile. As a rule, stationary equipment operates in a single location for one (1) or more days at a time, with either fixed-power operation (e.g., pumps, generators, and compressors) or variable-power operation (e.g., pile drivers, rock drills, and pavement breakers). Conversely, mobile equipment moves around the construction site with power applied in cyclic fashion, such as bulldozers, graders, and loaders (FTA 2018). Noise impacts from stationary equipment are assessed from the center of the equipment, while noise impacts from mobile construction equipment are assessed from the center of the equipment activity area (e.g., construction site). Due to the complex and mobile nature of construction activity within a project site, the FTA Transit Noise and Vibration Impact Assessment Manual document recommends evaluating construction noise impacts from all equipment at the center of the construction site, stating that the distance variable in its recommended construction noise calculation “assumes that all equipment operates at the center of the project” (FTA 2018). For purposes of this analysis, the center of the project site was assumed to be located approximately 120 feet from the north and south project site boundaries and 190 feet from the east and west project site boundaries.

Construction noise was estimated using the FHWA's Roadway Construction Noise Model (RCNM) (FWHA 2006). Typical construction projects have long-term noise averages that are lower than louder short-term noise events due to equipment moving around the site, work breaks, and idle time. Each phase of construction has a specific equipment mix depending on the work to be conducted during that phase. Accordingly, each phase is characterized by varying noise conditions; some phases will have higher continuous noise levels than others, while others may have intermittent, higher instantaneous noise levels. The maximum hourly L_{eq} of each phase is determined by combining the L_{eq} contributions from each piece of equipment used in that phase (FTA 2018). Project construction would include demolition, site preparation, grading, building construction, paving, and architectural coating phases. It is assumed that diesel engines would power all construction equipment. Noise levels generated during each phase of construction were estimated based on the equipment list provided by the project applicant. For a conservative evaluation of noise impacts, it was assumed that up to the five (5) loudest pieces of equipment during each phase would be operating simultaneously.

Table 16 shows the estimated noise levels at the nearest sensitive receptors during each phase of construction. As shown in Table 16, construction noise levels would reach up to approximately 79 dBA L_{eq} (eight [8]-hour) at the nearest residence located to the south during the building construction phase, which would not exceed the FTA's recommended construction noise threshold of 80 dBA L_{eq} (eight [8]-hour). Therefore, temporary noise impacts associated with construction of the project would be less than significant.

Table 16 Estimated Noise Levels at Sensitive Receptors by Construction Phase

	Construction Noise Level (dBA L_{eq} [8-hour])			
Construction Phase	**RCNM Reference Noise Level**	**Nearest Single-Family Residences to the South**	**Westmont Park to the East**	**Nearest Single-Family Residences to the North**
Distance (feet)	**50**	**120**	**190**	**285**
Demolition	86	78	74	71
Site Preparation	76	68	64	61
Grading	81	73	69	66
Building Construction	87	79	76	73
Paving	85	77	73	69
Architectural Coating	76	68	64	61

dBA = A-weighted decibel; L_{eq} = equivalent continuous sound level; RCNM = Roadway Construction Noise Model

Note: Refer to Appendix G for construction noise modeling results.

Operation

On-site Stationary Noise Sources (HVAC Equipment)

The project would include roof-mounted heating, ventilation, and air conditioning (HVAC) equipment. Based on the roof plan provided for the project, HVAC units would be located in groupings of between eight (8) and 11 units along the centerline of the roof ridge. HVAC units with the potential to generate the highest levels of noise upon adjacent sensitive receptors would be the grouping of eight (8) units located near the southeastern corner of the rooftop. HVAC units were assumed to be operating simultaneously and continuously during both daytime and nighttime hours

for a conservative estimate of noise impacts. Based on information provided by the project applicant, HVAC units would be two (2)-ton units; however, the specific manufacturer and model are unknown at this stage of project design. Therefore, this analysis assumes the use of a typical HVAC system for residential applications: a 2.5-ton Carrier 24ABA4030 unit, which produces a noise level of 68 dBA at a reference distance of three (3) feet. Equipment specification sheets are included in Appendix G. The combined noise level generated by simultaneous operation of eight (8) HVAC units would be 77 dBA at three (3) feet away.

Noise impacts associated with simultaneous operation of these eight (8) HVAC units were calculated at the nearest residential property line to the south. Noise levels were calculated assuming that combined noise levels from this grouping of equipment would emit from the center of the grouping and while accounting for both the horizontal distances between the roof-mounted equipment and nearest residential property line. Based on these calculations, it is estimated that the simultaneous operation of eight (8) HVAC units would generate noise levels up to 48 dBA, which would not exceed the City's adjusted daytime or nighttime noise limits of 57 and 52 dBA, respectively, for residential-zoned properties. Furthermore, the existing six (6)-foot-tall brick wall along the southern project site boundary would provide additional noise reduction to the residential properties located to the south, reducing project-generated operational noise levels even more. Therefore, operational noise impacts associated with the project's on-site stationary noise sources would be less than significant.

Off-site Mobile Noise Sources (Traffic)

Once operational, the project would generate noise in the form of increased traffic volumes on nearby roadways (assumed to be Warner Avenue and Newland Street) due to residents and visitors traveling to and from the site. The relative noise increases associated with the project on nearby roadways were determined by comparing the existing traffic volumes with the expected number of daily vehicle trips during project operation.

In the vicinity of the project site, Warner Avenue and Newland Street have existing ADT volumes of 56,800 and 17,600 vehicles,[8] respectively (Fountain Valley 2016). According to the Transportation Screening Assessment prepared for the project, the project would generate 471 daily trips during operation (Ganddini Group 2025).

An increase of 471 daily vehicle trips on these roadways (increasing the ADT volumes to 57,271 vehicles on Warner Avenue and 18,071 vehicles on Newland Street) would result in noise increases of approximately 0.04 dBA CNEL on Warner Avenue and 0.1 dBA CNEL on Newland Street, which would not exceed the traffic noise increase threshold of 1.5 dBA CNEL based on the existing ambient noise environment at the project site. Therefore, operational noise impacts associated with the project's off-site noise sources would be less than significant.

LESS THAN SIGNIFICANT IMPACT

b. Would the project result in generation of excessive groundborne vibration or groundborne noise levels?

Construction Vibration

Construction activities known to generate excessive groundborne vibration, such as pile driving and blasting, would not be conducted during construction of the project. Therefore, the greatest known sources of vibration during project construction activities would be a static roller and large

[8] Note that these ADT volumes are based on traffic counts from the year 2016.

earthmoving equipment (such as a backhoe, excavator, and dozer). Based on the project site plan, a static roller may be used as close as approximately 45 feet from the nearest off-site residential structure to the south of the project site. A static roller generates a vibration level of approximately 0.05 in/sec PPV at a reference distance of 25 feet (IR McIver 2012), which would attenuate to approximately 0.021 in/sec PPV[9] at 45 feet away. Large earthmoving equipment may be used as close as approximately 35 feet from the nearest off-site residential structure to the south of the project site. This type of equipment generates a vibration level of approximately 0.089 in/sec PPV at a reference distance of 25 feet (FTA 2018), which would attenuate to approximately 0.054 in/sec PPV at 35 feet away. Vibration levels generated by use of a static roller and large earthmoving equipment would not exceed the FTA's recommended vibration threshold of 0.2 in/sec PPV at the nearest off-site residential structures; therefore, temporary vibration impacts associated with construction of the project would be less than significant.

Operational Vibration

Operation of the project would not include substantial sources of vibration; therefore, vibration impacts associated with operation of the project would be less than significant.

LESS THAN SIGNIFICANT IMPACT

c. For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

The project site is located approximately seven (7) miles northwest of the John Wayne Airport and there are no private airstrips in the vicinity of the project site. The project site is not located within any of the noise contours of this airport according to the October 2024 through December 2024 noise contours prepared as part of the Noise Abatement Program Quarterly Report for the airport (County of Orange 2024). Residents and workers in the project vicinity would not be exposed to excessive aviation-related noise levels and no impact would occur.

NO IMPACT

[9] PPVEquipment = PPVRef (25/D)^n (in/sec), PPVRef = reference PPV at 25 feet, D = distance ,and n = 1.1

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14 Population and Housing

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than - Significant Impact	No Impact
Would the project:				
a. Induce substantial unplanned population growth in an area, either directly (e.g., by proposing new homes and businesses) or indirectly (e.g., through extension of roads or other infrastructure)?	☐	☐	■	☐
b. Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	■

a. Would the project induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

SCAG's 2024-2050 RTP/SCS (titled Connect SoCal 2024) socioeconomic forecast includes projections of regional housing and employment growth but does not include population projects. As such, the General Plan is utilized below to determine if population generated by the project is within the planned growth for Fountain Valley. The population growth forecasts in the General Plan estimate that the city's population would increase to 73,668 people in 2045, which is an increase of 17,108 people from the city's population of 56,560 people in 2025 (Fountain Valley 2023a, DOF 2025).

The project involves the development of 72 residential units. Based on the DOF average household size of 2.86 persons per residential unit in Fountain Valley, the project would potentially add an estimated 206 residents to the city's population, increasing the population from 56,560 to 56,766 persons (DOF 2025). The project would account for approximately one (1) percent of the city's total projected population growth through year 2045. Potential population growth generated by the project would be within the General Plan's growth forecast; therefore, the population increase associated with the project would not be considered substantial or unplanned and impacts associated with population growth would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

b. Would the project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

No residential uses currently exist at the site. Therefore, the project would not displace existing housing or people and would not necessitate the construction of replacement housing elsewhere. No impact would occur.

NO IMPACT

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15 Public Services

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than - Significant Impact	No Impact
a. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
1 Fire protection?	☐	☐	■	☐
2 Police protection?	☐	☐	■	☐
3 Schools?	☐	☐	■	☐
4 Parks?	☐	☐	■	☐
5 Other public facilities?	☐	☐	■	☐

A will-serve letter was prepared for the proposed project by Fountain Valley School District (FVSD) in October 2024 and is included as Appendix H.

a.1. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered fire protection facilities, or the need for new or physically altered fire protection facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives?

FVFD provides fire protection and paramedic emergency services to residents and businesses within the city. Two (2) FVFD stations exist in Fountain Valley; the nearest fire station is FVFD Station 1, located approximately 1.2 miles southeast of the project site at 17737 Bushard Street. FVFD includes a total of 39 sworn personnel, with 13 firefighting and emergency medical personnel on-duty 24 hours per day (Fountain Valley 2025b).

The project would incrementally increase demand for fire protection services by adding approximately 206 residents to the city. However, as detailed in Section 14, *Population and Housing*, this population increase would be within the General Plan's population and housing forecasts, and the population growth would be considered planned. Therefore, although the project would incrementally increase demand for police services, the project would not result in substantial adverse impacts that would require the provision of new or physically altered police protection facilities. Furthermore, FVFD would review site plans, site construction, and the actual structures

prior to occupancy to ensure that required fire protection safety features, including building sprinklers and emergency access, are implemented. The project would comply with applicable policies and ordinances for fire prevention, protection, and safety as required by the FVMC, which has adopted the 2022 California Fire Code, including development with modern materials and in accordance with current standards, and provision of automatic fire sprinklers. With these provisions and the location of the project site within an area already served by the FVFD, the project would not require the construction of new or expanded firefighting facilities. Therefore, the project's potential impacts to fire services and facilities would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

a.2. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered police protection facilities, or the need for new or physically altered police protection facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives?

The Fountain Valley Police Department (FVPD) provides police protection services to residents and businesses within the city. The FVPD station is located approximately 1.6 miles southeast of the project site at 10200 Slater Avenue.

The project would incrementally increase demand for police protection services by adding approximately 206 residents to the city. However, as detailed in Section 14, *Population and Housing*, this population increase would be within the General Plan's population and housing forecasts, and the population growth would be considered planned. Therefore, although the project would incrementally increase demand for police services, the project would not result in substantial adverse impacts that would require the provision of new or physically altered police protection facilities. Impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

a.3. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered schools, or the need for new or physically altered schools, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios or other performance objectives?

The project site is served by the FVSD and the Huntington Beach Union High School District (HBUHSD). The site would be served by Tamura Elementary School (K-5), Fulton Middle School (6-8), and Fountain Valley High School (9-12). In the 2023-2024 school year, Tamura Elementary School and Fulton Middle School had a total enrollment of 518 and 730 students, respectively (Tamura Elementary School 2025, Fulton Middle School 2024). In the 2021-2022 school year, Fountain Valley High School had a total enrollment of 3,286 students (Fountain Valley High School 2023).

The need for new school facilities is typically associated with a population increase that generates an increase in enrollment large enough to cause new schools to be constructed. The project involves the construction of a 72-unit apartment complex, which would increase the number of residential units within the FVSD and HBUHSD district boundaries. As shown in Table 17 on the following page, the proposed project would generate 16 new students in FVSD and 15 new students in HBUHSD based on the proposed 72 units provided by the project.

Table 17 Proposed Project Student Generation

District	Multi-Family Residential Enrollment Rate	Students Generated
Fountain Valley School District		
Elementary (K-5)	0.14	11
Middle School (6-8)	0.06	5
Total		**16**
Huntington Beach Unified High School District		
High School (9-12)	0.2	15
Grand Total		**31**

Source: Fountain Valley 2023b; HBSHSD 2025

Compared to the 518 and 730 students enrolled in Tamura Elementary School and Fulton Middle School in 2024, the project would incrementally increase existing student enrollment by approximately 2.1 and 0.6 percent, respectively. Compared to the 3,286 students enrolled in Fountain Valley High School in 2022, the project would incrementally increase existing student enrollment by approximately 0.5 percent. Therefore, the students generated by the proposed project would not represent a substantial increase in enrollment for the schools serving the project site. Additionally, a will-serve letter was prepared by FVSD which states that FVSD can accommodate all FVSD grade-level students generated by the proposed project (Appendix H).

Furthermore, the project applicant would be required to pay the state-mandated school impact fees that would contribute to the funds available for development of new school facilities. Pursuant to Section 65995 (3)(h) of the California Government Code (Senate Bill 50, chaptered August 27, 1998), the payment of statutory fees "...is deemed to be full and complete mitigation of the impacts of any legislative or adjudicative act, or both, involving, but not limited to, the planning, use, or development of real property, or any change in governmental organization or reorganization." Therefore, the project would not substantially increase the number of students at local public school or lead to the need for new or physically altered school facilities. Impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

a.4. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered parks, or the need for new or physically altered parks, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios or other performance objectives?

The City operates over 450 acres of regional, community, and neighborhood parks (Fountain Valley 2023b). The closest park to the project site is the Westmont Park which is located immediately east of the project site. The Westmont Park is 11.39 acres and includes a playground, jogging course, sandpit, and picnic tables (Fountain Valley 2025c). Chapter 21.79 of the FVMC defines the City's parkland ratio standard of three (3) acres of parkland per 1,000 residents. With an existing population of 56,560 residents, the City's existing parkland ratio is 7.96 acres of parkland per 1,000 residents, which exceeds the City's parkland ratio standard.

As discussed in Section 14, *Population and Housing*, the addition of 206 residents would increase the city's population to 56,766 persons. Therefore, the proposed project would nominally decrease the city's ratio of parkland to residents to approximately 7.93 acres per 1,000 residents which would remain above the City's parkland ratio standard.

Policy OSC-1.1 of the General Plan requires that all new residential or mixed-use projects, including the proposed project, must provide or pay fees equivalent to a ratio of three (3) acres of parkland and recreational facilities for every 1,000 new residents added. As detailed in Section 14, *Population and Housing*, the project would result in an additional 206 residents to the city's population. Therefore, the proposed project could be required to provide or pay fees equivalent to approximately 0.6 acre of parkland and recreational facilities. The proposed project would not involve parkland or recreational facilities. Therefore, the project applicant would be required to pay in-lieu impact fees per Policy OSC-1.1 of the General Plan, Chapter 21.79 of the FVMC, the Quimby Act, and per the fees set by City Council Resolution. Overall, the project would not generate a substantial increase in population within the city and would not considerably alter the parkland-to-resident ratio. Therefore, the project would not create the need for new or expanded park facilities and impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

a.5. Would the project result in substantial adverse physical impacts associated with the provision of other new or physically altered public facilities, or the need for other new or physically altered public facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives?

The project site exists in an urban area already served by public services and facilities, such as hospitals and public libraries. The Huntington Beach Hospital, located approximately 0.8-miles southwest, is the nearest medical facility to the project site. The MemorialCare Orange Coast Medical Center is located approximately two (2) miles southeast of the project site. A number of other medical facilities exist in the vicinity of the project site. Any of these surrounding facilities could serve the residents of the project.

The project site is served by the Fountain Valley Library which is located approximately 1.65 miles southeast of the project site at 17635 Los Alamos Street. The Fountain Valley Library is a branch of the Orange County Public Library.

As discussed in Section 14, *Population and Housing*, the project would potentially add an estimated 206 residents to the city's population, which would account for approximately one (1) percent of the city's total projected population growth through year 2045. Increased population generated by the project would incrementally increase demand on local public facilities in the vicinity, such as the Fountain Valley Library. However, the project site is in an urban area already served by other commonly used public facilities. As discussed in Section 14, *Population and Housing*, the project would not induce substantial growth and would therefore not adversely affect existing governmental facilities or require the need for new or altered governmental facilities and would generally follow the same use patterns of similar existing residential uses in terms of demand for public services. Impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

16 Recreation

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than - Significant Impact	No Impact
a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	■	☐
b. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☐	■

a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

The City operates over 450 acres of regional, community, and neighborhood parks (Fountain Valley 2023b). The closest park to the project site is the Westmont Park which is located immediately east of the project site. The Westmont Park is 11.39 acres and includes a playground, jogging course, sandpit, and picnic tables (Fountain Valley 2025c). Chapter 21.79 of the FVMC defines the City's parkland ratio standard of three (3) acres of parkland per 1,000 residents. With an existing population of 56,560 residents, the City's existing parkland ratio is 7.96 acres of parkland per 1,000 residents, which exceeds the City's parkland ratio standard.

As discussed in Section 14, *Population and Housing*, the addition of 206 residents would increase the City's population to 56,766 persons. Therefore, the proposed project would nominally decrease the city's ratio of parkland to residents to approximately 7.93 acres per 1,000 residents which would remain above the City's parkland ratio standard.

Policy OSC-1.1 of the General Plan requires that all new residential or mixed-use projects, including the proposed project, must provide or pay fees equivalent to a ratio of three (3) acres of parkland and recreational facilities for every 1,000 new residents added. As detailed in Section 14, *Population and Housing*, the project would result in an additional 206 residents to the city's population. Therefore, the proposed project could be required to provide or pay fees equivalent to approximately 0.6 acres of parkland and recreational facilities. The proposed project would not involve parkland or recreational facilities. Therefore, the project applicant would be required to pay in-lieu impact fees per Policy OSC-1.1 of the General Plan, Chapter 21.79 of the FVMC, the Quimby Act, and per the fees set by City Council Resolution. Overall, the project would not generate a substantial increase in population within the city and would not considerably alter the parkland-to-resident ratio. Therefore, the project would not create the need for new or expanded park facilities and impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

b. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?

The project involves the construction of a 72-unit multi-family residential development, which includes 18,701 square feet of open space. The proposed project's open space includes an outdoor area with barbeques and outdoor seating, which would assist with meeting on-site residents' passive recreation needs. Furthermore, as detailed under discussion *a.* of this section, the proposed project would not have a substantial effect on the City's parkland and recreational facilities and the City's parkland ratio would remain above the City's standard. The proposed project would not include recreational facilities, nor would it require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment. Therefore, there would be no impact.

NO IMPACT

17 Transportation

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than - Significant Impact	No Impact
Would the project:				
a. Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	☐	☐	■	☐
b. Conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?	☐	☐	■	☐
c. Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible use (e.g., farm equipment)?	☐	☐	■	☐
d. Result in inadequate emergency access?	☐	☐	■	☐

Ganddini Group prepared a Transportation Screening Assessment in June 2025 to determine if the preparation of a traffic impact analysis with level of service (LOS) or VMT analysis is necessary. However, pursuant to Section 15064.3 of the CEQA Guidelines, traffic delay (i.e., impacts to LOS) resulting from a land use project shall not constitute a significant environmental impact for purposes of CEQA. Nonetheless, the Transportation Screening Assessment determined that the proposed project would generate fewer than 50 peak hour trips and would not warrant the preparation of an LOS analysis.

The following analysis is based on the findings of the Transportation Screening Assessment, which is included in Appendix B.

a. Would the project conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?

Regional access to the project site is provided by I-405 which is approximately 0.6-mile east of the project site. Local access to the site is provided by Warner Avenue. In addition, regional mass transit service is provided by the OCTA, with the closest bus stop being for Route 72 located immediately northwest of the project site. The proposed project involves coordination with OCTA to permanently relocate the bus stop approximately 115 feet to the east of its existing location.

Sidewalks are provided along Warner Avenue within the project site which would be maintained after the project is developed. There are no designated bike facilities currently on Warner Avenue east of Newland Street; however, there is a Class I bike path to the east of the project site in the Westmont Park from Warner Avenue to south of Ellis Avenue.

Construction

Construction of the proposed project would generate traffic for deliveries of equipment and materials to the project site and construction worker traffic. Construction-related vehicles would travel to, and access, the project site via Warner Avenue. Construction worker trips were estimated based on default values provided by CalEEMod (Appendix A). The project would generate a maximum of 110.7 one (1)-way construction worker trips per day. Construction worker and hauling traffic may result in increased traffic in the vicinity of the project site; however, these impacts would be temporary and minimal.

Construction of the proposed project would not involve any vehicle or equipment staging on Warner Avenue. Temporary and occasional partial lane closures may be required on Warner Avenue for utility installation and driveway construction. However, construction would not involve permanent or full closure of Warner Avenue roadway lanes.

To further lessen the potential impact of construction traffic, the project would be required to comply with all local and State standard conditions pertaining to construction, including work hours, traffic control plans, haul routes, access, oversized-vehicle transportation permits, site security, noise, vehicle emissions, and dust control. Whenever possible, construction-related trips would be restricted to off-peak hours. Transportation of heavy construction equipment or materials requiring the use of oversized vehicles would require the appropriate transportation permit. In addition, pursuant to City regulations, if construction work would impact the public right-of-way, the construction contractor would be required to submit a construction work site traffic control plan to the City for review and approval prior to the start of any construction work that would impact the public right-of-way. The plan would be required to demonstrate the location of any roadway, sidewalk, bike route, bus stop or driveway closures, traffic detours, haul routes, hours of operation, protective devices, warning signs and access to abutting properties. Temporary traffic controls used around the construction area would be required to adhere to the standards set forth in the California Manual of Uniform Traffic Control Devices and construction activities would be required to adhere to applicable City ordinances. Therefore, construction would not conflict with any programs, plans, or ordinances addressing the circulation system.

Operation

Operation of the project would generate vehicle trips from residents accessing the site. According to the Transportation Screening Assessment (Appendix B), the proposed project would generate approximately 471 daily trips, including 31 AM peak hour trips, and 37 PM peak hour trips. However, the Transportation Screening Assessment concluded there would be approximately 547 fewer net daily trips, 13 fewer AM peak hour trips, and 86 fewer PM peak hour trips, associated with the proposed project compared to the existing uses of the project site. As further described under discussion *b.* of this section, in accordance with the City's VMT thresholds, VMT impacts associated with the project would be less than significant. In addition, the proposed project would not alter the alignment of Warner Avenue. The proposed project would involve relocation of the bus stop to approximately 115 feet to the east of its existing location; however, this relocation would not have a significant impact on the bus stop's operation. Therefore, project operation would not conflict with a program, plan, ordinance, or policy addressing the circulation system. Potential impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

b. Would the project conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?

In December 2018, the California Natural Resources Agency certified and adopted the updated CEQA Guidelines. The amended CEQA Guidelines, specifically Section 15064.3, generally require the use of VMT as the primary metric for the evaluation of transportation impacts associated with land use and transportation projects. In general terms, VMT quantifies the amount and distance of automobile travel attributable to a project or region.

The updated CEQA Guidelines allow for the lead agency's discretion in establishing methodologies and thresholds provided there is substantial evidence to demonstrate that the established procedures promote the intended goals of the legislation. Where quantitative models or methods are unavailable, CEQA Guidelines Section 15064.3 allows agencies to assess VMT qualitatively using factors such as availability of transit and proximity to other destinations. The Office of Planning and Research (OPR's; now titled the Office of Land Use and Climate Innovation) Technical Advisory on Evaluating Transportation Impacts in CEQA provides considerations regarding methodologies and thresholds with a focus on office, residential, and retail developments as these projects tend to have the greatest influence on VMT.

According to the City's Transportation Impact Assessment (TIA) Guidelines for Land Use Projects in CEQA and for General Plan Consistency from June 2020, certain types of projects, because of their size nature, or location are exempt from the requirement of preparing a LOS or VMT traffic analysis. There are three (3) types of screening methods to effectively screen projects from project-level assessment: (1) Transit Priority Area (TPA) Screening; (2) Low VMT Area Screening; (3) Project Type Screening. Based on the Transportation Screening Assessment (Appendix B), the proposed project meets the screening criteria set forth in the City's VMT Guidelines for (2) Low VMT Area Screening, and is therefore screened out from further VMT project-level assessment because it can be presumed to have less than significant impact on VMT. As such, impacts related to VMT would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

c. Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible use (e.g., farm equipment)?

Vehicle access to the project site would be available via Warner Avenue. The project would not substantially alter the alignment of Warner Avenue. The project would continue to be served by and would not interfere with existing and planned roadway, pedestrian, and public transit facilities. Furthermore, the project would not result in uses that would be incompatible with the existing land uses surrounding the project site. Therefore, implementation of the project would not result in substantial hazards due to geometric design features or incompatible uses. Impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

d. Would the project result in inadequate emergency access?

The project site is located along a designated evacuation route, Warner Avenue and located adjacent to a designated evacuation route, Newland Street (Fountain Valley 2023a). The project would not modify Warner Avenue or Newland Street and would maintain evacuation route access on both roadways. The project site is not located on or near a designated evacuation constrained parcel and would not result in inadequate emergency access to a designated evacuation constrained parcel.

During construction, temporary and occasional partial lane closures may be required on Warner Avenue for utility installation and driveway construction. However, construction would not involve permanent or full closure of Warner Avenue roadway lanes. Although the project site shares access (with the adjacent animal hospital (Warner Avenue Animal Hospital at 8546 Warner Avenue) as shown in Figure 3; temporary construction fencing during project construction would comply with FVMC Section 21.22.070 requirements for aisle dimensions to allow adequate backup distances for any vehicle accessing adjacent off-site uses, including emergency vehicles in the event of an emergency event. Construction of the project would not involve permanent or full closure of the existing driveway nor would it significantly hinder access of emergency response vehicles. Project construction would not result in inadequate emergency access to the project site or surroundings.

During project operation, emergency response vehicles would be able to access the project site via the entrances on Warner Avenue. The proposed project would be designed to ensure adequate access to the site would be provided via Warner Avenue, which would connect to the site's internal circulation network. The project would not modify existing roadways in the vicinity and would therefore not affect emergency vehicle use of area roadways. Furthermore, FVFD would review site plans and site construction prior to occupancy to ensure that required fire protection safety features, including building sprinklers and emergency access, are implemented. Therefore, the project would not result in inadequate emergency access. Impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

18 Tribal Cultural Resources

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than - Significant Impact	No Impact
Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in a Public Resources Code Section 21074 as either a site, feature, place, or cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
a. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k)?	☐	☐	☐	■
b. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1? In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☐	☐	■

Senate Bill 18

Enacted on March 1, 2005, SB 18 (California Government Code Sections 65352.3 and 65352.4) requires cities and counties to notify and consult with California Native American tribal groups and individuals regarding proposed local land use planning decisions for the purpose of protecting traditional tribal cultural places (sacred sites), prior to adopting or amending a General Plan or designating land as open space. Tribal groups or individuals have 90 days to request consultation following the initial contact.

Assembly Bill 52

AB 52 of 2014 was enacted in 2015, expanding CEQA by defining a new resource category: "tribal cultural resources." AB 52 establishes that "a project with an effect that may cause a substantial adverse change in the significance of a tribal cultural resource is a project that may have a significant effect on the environment" (PRC Section 21084.2). It further states the lead agency shall

establish measures to avoid impacts that would alter the significant characteristics of a tribal cultural resource, when feasible (PRC Section 21084.3). PRC Section 21074 (a)(1)(A) and (B) defines tribal cultural resources as "sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe" and that are either:

a. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in PRC Section 5020.1(k)
b. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of PRC Section 5024.1. In applying the criteria set forth in subdivision (c) of PRC Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

AB 52 also establishes a formal consultation process for California tribes regarding TCRs that must be completed before a CEQA document can be certified. Under AB 52, lead agencies are required to "begin consultation with a California Native American tribe that is traditionally and culturally affiliated with the geographic area of the proposed project." Native American tribes to be included in the process are those that have requested notice of projects proposed under the jurisdiction of the lead agency.

a. Would the project cause a substantial adverse change in the significance of a tribal cultural resource as defined in Public Resources Code Section 21074 that is listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k)?

b. Would the project cause a substantial adverse change in the significance of a tribal cultural resource as defined in Public Resources Code 21074 that is a resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1?

The City contacted the NAHC on April 24, 2024 to request a search of the SLF, as well as a contact list of Native American tribes culturally affiliated with the project site vicinity to pursue government-to-government consultation in accordance to AB 52 and SB 18. On May 10, 2024, the NAHC responded to the request, providing a contact list and confirming that the results of the SLF search were negative. Pursuant to PRC Section 21080.3.1, the City prepared and mailed consultation letters to the 17 listed Native American contacts on June 7, 2024.

The City did not receive requests for Tribal consultation from any of the notified Tribes within their respective 30-day and 90-day response periods under AB 52 and SB 18, respectively. Therefore, it is assumed the invitation to consult on the project was declined by these Tribes.

No tribal cultural resources as defined in PRC Section 21074 that are eligible for listing in the CRHR, or a local register, or that were determined by the lead agency to be significant were identified in the project site. The project would therefore result in no impact to tribal cultural resources.

NO IMPACT

19 Utilities and Service Systems

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than - Significant Impact	No Impact
Would the project:				
a. Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	■	☐
b. Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	☐	☐	■	☐
c. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	■	☐
d. Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	■	☐
e. Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	☐	☐	■	☐

A will-serve letter was prepared for the proposed project by Republic Services in October 2024 and is included as Appendix I.

a. Would the project require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?

c. Would the project result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

Water

The project site is in an urbanized area that is well-served by existing utilities structures. As discussed in Section 10, *Hydrology and Water Quality*, and under discussion b. of this section, the City generally meets its demands through a combination of local groundwater and recycled water, and supplemental imported water purchased from the Municipal Water District of Orange County when needed (Fountain Valley 2021). The city would have adequate water supplies available for the project and no new or expanded water facilities would be required to serve the project. Therefore, no significant adverse impacts related to water facilities would occur.

Wastewater Treatment

The City owns the majority of the sewer collection system within city limits. Wastewater treatment services are provided by Orange County Sanitation District (OCSD) at the OCSD Treatment Plant No.1 (Fountain Valley 2023b). The OCSD Treatment Plant No. 1 has an average daily flow of 116 million gallons of wastewater per day (MGD) (OCSD 2025).

According to the CalEEMod results (Appendix A), the project is anticipated to require approximately 2,944,219 gallons of water per year. Assuming that total water demand required by the project would end up as wastewater, the project would generate approximately 2,944,219 gallons of wastewater per year, which would account for approximately 2.5 percent of the average daily flow of the OCSD Treatment Plant No. 1. Therefore, the OCSD Treatment Plant No. 1 would have adequate capacity to provide wastewater treatment for the project, and the project would not require the construction of new or expanded wastewater conveyance or treatment facilities. Impacts would be less than significant.

Stormwater

The project site would continue to connect to the existing storm drain system operated and maintained by the City. As discussed in Section 10, *Hydrology and Water Quality*, compared to the existing conditions, the project would increase pervious site surfaces by introducing more landscaped areas and planters, which would increase infiltration and groundwater recharge, thereby reducing the amount of surface runoff. However, the project would be required to comply with the SWPPP and the NPDES permit, which require on-site BMPs to capture and treat flows. Therefore, potential adverse impacts related to new or expanded stormwater facilities would be less than significant.

Electric Power, Natural Gas, and Telecommunications

The project would not cause substantial unplanned population growth (as discussed in Section 14, *Population and Housing*) and would not result in wasteful or inefficient use of energy (as discussed in Section 6, *Energy*). Project operation would result in similar amounts of electricity consumption on the project site, totaling approximately 304,942 kWh per year according to CalEEMod results (Appendix A). The project's electricity demand would be served by SCE, which supplied 76,840 GWh of electricity to its service area in 2023 (CEC 2025). The project's electricity demand would represent a negligible percentage of electricity provided by SCE. Therefore, the project would connect to existing electrical utility lines and would not require the extension or expansion of electrical facilities.

The proposed project would include an all-electric design and would not utilize natural gas. Therefore, the project would not require additional natural gas storage/transmission facilities.

Likewise, the project site is an infill project served by existing telecommunications facilities within the city and would not require the expansion or construction of new telecommunications infrastructure.

As described in the above analysis, the project would not result in significant environmental impacts due to the construction of new utility facilities, and the project would be served by the existing water and wastewater infrastructure. Therefore, impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

b. Would the project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?

As discussed in Section 10, *Hydrology and Water Quality*, the City is a retail water supplier that provides water to its residents and other customers using the imported potable water supply obtained from its regional wholesaler, Municipal Water District of Orange County, local groundwater from the Orange County Groundwater Basin, and recycled water from the Orange County Water District. The City operates two (2) five (5)-million-gallon storage and distribution reservoirs and manages a 205-mile water distribution system with over 17,000 service conditions. The City generally meets its demands through a combination of local groundwater and recycled water, and supplemental imported water purchased from the Municipal Water District of Orange County when needed (Fountain Valley 2021).

According to the City's 2020 UWMP, the City would have an adequate water supply of water, with normal conservation efforts, to meet projected demand through 2045 in average year, single dry year, and multiple dry year scenarios.

Table 18 through Table 20 show projected water supply and demand (in acre-feet per year [AFY] under normal year, single dry year, and multiple dry year conditions in the City's service area through 2045.

Table 18 Normal Year Water Supply and Demand Comparison (AFY)

Year	2025	2030	2035	2040	2045
Projected Normal Year Supply	9,989	9,911	10,024	10,118	10,118
Projected Normal Year Demand	9,989	9,911	10,024	10,118	10,118
Surplus	0	0	0	0	0

Table 19 Single Dry Year Water Supply and Demand Comparison (AFY)

Year	2025	2030	2035	2040	2045
Projected Normal Year Supply	10,588	10,505	10,625	10,725	10,725
Projected Normal Year Demand	10,588	10,505	10,625	10,725	10,725
Surplus	0	0	0	0	0

Table 20 Multiple Dry Year Water Supply and Demand Comparison (AFY)

Year		2025	2030	2035	2040	2045
Year 1	Supply	10,487	10,572	10,529	10,645	10,725
	Demand	10,487	10,572	10,529	10,645	10,725
	Surplus	0	0	0	0	0
Year 2	Supply	10,513	10,555	10,553	10,665	10,725
	Demand	10,513	10,555	10,553	10,665	10,725
	Surplus	0	0	0	0	0
Year 3	Supply	10,538	10,539	10,577	10,685	10,725
	Demand	10,538	10,539	10,577	10,685	10,725
	Surplus	0	0	0	0	0
Year 4	Supply	10,563	10,522	10,601	10,705	10,725
	Demand	10,563	10,522	10,601	10,705	10,725
	Surplus	0	0	0	0	0
Year 5	Supply	10,588	10,505	10,625	10,725	10,725
	Demand	10,588	10,505	10,625	10,725	10,725
	Surplus	0	0	0	0	0

The project would be constructed in accordance with all applicable CBC standards, including those that mandate water-efficient fixtures and features. According to CalEEMod results (Appendix A), the project demand would require approximately 2,944,219 gallons of water per year or approximately 9.04 AFY. The project's water demand would account for approximately 0.09 percent of the lowest anticipated water demand of 9,989 AFY, and therefore, would be accommodated by the water supply available for the city during normal, single dry year, and multiple dry year conditions through the year 2045. Therefore, impacts would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

d. Would the project generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

e. Would the project comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

AB 341 set a statewide goal for a 75 percent reduction in waste disposal by the year 2020 and established mandatory recycling for commercial businesses. The City is required to comply with this law and report their progress towards achieving the 75 percent reduction goal to the Department of Resources Recycling and Recovery (CalRecycle). The City contracts with Republic Services to provide trash, recycling, and special pickup services for multi-family residential development. A will-serve letter was prepared by Republic Services which states that Republic Services can serve the proposed project (Appendix I). After collection, Republic Services delivers the City's solid waste to the Frank Bowerman Sanitary Landfill (Fountain Valley 2023b). The Frank Bowerman Sanitary Landfill has a maximum permitted throughput of 11,500 tons of solid waste per day (CalRecycle 2025). The anticipated life for the landfill at its currently permitted capacity is November 2053. The last reported remaining capacity at the landfill was approximately 160,896,082 cubic yards. Development of the project would generate solid waste, including construction debris. This

construction debris would include materials such as scrap wood, concrete, and plaster materials. Construction debris would be removed and disposed of in a timely manner and in accordance with all applicable laws and regulations.

The handling of all debris and waste generated during construction of the project would be subject to CALGreen requirements and the California Integrated Waste Management Act of 1989 (AB 939) requirements for salvaging, recycling, and reuse of materials from construction activity on the project site. In accordance with CALGreen requirements, the project would be required to achieve a minimum of 65 percent diversion rate for construction waste. The removal of construction debris would only occur during the construction period and would be hauled to a facility that allows the inert debris (gravel, rocks, soil, etc.) that is currently on the project site. Therefore, construction of the project would not contribute to an exceedance of the permitted capacity of any local landfill.

According to CalEEMod results (Appendix A), operation of the project would generate approximately 53.4 tons of solid waste per year or 0.17 tons per day[10]. The project's anticipated daily solid waste generation would account for approximately 0.001 percent of Frank Bowerman Sanitary Landfill's daily permitted throughout. Because the project would generate a relatively small amount of solid waste per day as compared to the permitted throughput at the receiving landfill, impacts to the Frank Bowerman Sanitary Landfill during the project's long-term operational activities would be less than significant. In addition, the project would comply with federal, State, and local statues and regulations related to solid waste, such as AB 939 and the City's recycling programs for residences. Impacts related to solid waste would be less than significant.

LESS-THAN-SIGNIFICANT IMPACT

[10] Average daily disposal quantities are based on 312 days (6 days per week, average).

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20 Wildfire

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than - Significant Impact	No Impact
If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a. Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	■
b. Due to slope, prevailing winds, and other factors, exacerbate wildfire risks and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☐	■
c. Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☐	■
d. Expose people or structures to significant risks, including downslopes or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☐	■

a. If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project substantially impair an adopted emergency response plan or emergency evacuation plan?

A State Responsibility Area is a legal term defining the area where the state has financial responsibility for wildland fire protection and prevention, whereas a FHSZ is a mapped area that designates zones (based on factors such as fuel, slope, and fire weather) with varying degrees of fire hazard (i.e., moderate, high, and very high). While FHSZs do not predict when or where a wildfire will occur, they do identify areas where wildfire hazards could be more severe and therefore are of greater concern. FHSZs are meant to help limit wildfire damage to structures through planning, prevention, and mitigation activities/requirements that reduce risk. The FHSZs serve several purposes: they are used to designate areas where California's wildland urban interface building codes apply to new buildings, they can be a factor in real estate disclosure, and they can help local governments consider fire hazard severity in the safety elements of their general plans.

The project site is in an urban area of Fountain Valley surrounded by roads and structures, including commercial and residential buildings and a public park. Undeveloped wildland areas are not located near the project site. According to the California FHSZ Viewer, the project site is not located in a State Responsibility Area, FHSZ, or Very High FHSZ for wildland fires (CALFIRE 2025). The nearest Very High FHSZ is located approximately eight (8) miles southeast of the project site in the City of Irvine.

As discussed in Section 15, *Public Services*, the project site is in an urbanized area already served by the FVFD and would not have a significant impact on fire response times nor create a substantially greater need for additional fire protection services above current capacity. The nearest fire station is FVFD Station 1, located approximately 1.2 miles southeast of the project site at 17737 Bushard Street and would provide emergency and evacuation services in the event of a fire. Furthermore, all buildings would be constructed to meet the current building code fire safety requirements.

As detailed in Section 17, *Transportation*, the project site is located along a designated evacuation route, but would not modify evacuation route access. Therefore, the project would not interfere with an emergency response plan or evacuation route. No impacts would occur.

NO IMPACT

b. If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project, due to slope, prevailing winds, and other factors, exacerbate wildfire risks and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?

d. If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project expose people or structures to significant risks, including downslopes or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

As stated under discussion *a.* of this section, the project site is not located in a State Responsibility Area or Very High FHSZ for wildland fires. There are no rivers located on or adjacent to the project site, and the project site and surrounding areas are relatively flat, and not at high risk of downslope or downstream flooding or landslides. The project does not include uses that could exacerbate wildfire risks and risks to project occupants would be mitigated through conformance with the 2022 California Fire Code, CBC, and California Health and Safety Code, which establish provisions for fire safety related to construction, maintenance and design of buildings, and land uses. Therefore, the project would not exacerbate wildfire risks or expose people or structures to risk due to runoff, post-fire slope instability, or drainage changes. Likewise, residents of the project site would not be exposed to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire. No impact would occur.

NO IMPACT

c. If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?

The project site is not within or near a State Responsibility Area or VHFHSZ. The project site is located approximately eight (8) miles northwest from the nearest mapped Very High FHSZ (CALFIRE 2025). The project site is developed and is within an urbanized area served by existing

infrastructure, including roads and utilities. Warner Avenue would provide adequate access to the project site without the need for significant road improvements. Furthermore, the existing utilities in the project area and would not require the installation or maintenance of associated infrastructure within FHSZs that may exacerbate fire risk. No impact would occur.

NO IMPACT

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21 Mandatory Findings of Significance

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less-than - Significant Impact	No Impact
Does the project:				
a. Have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	■	☐	☐
b. Have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	☐	■	☐	☐
c. Have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	■	☐

a. Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

As discussed under Section 4, *Biological Resources*, the project site does not include any mapped essential habitat connectivity areas in the immediate vicinity of the project site. Regional wildlife movement is restricted due to the urbanized nature of the project site. As such, no native resident or migratory fish or wildlife species, established native resident or migratory wildlife corridors, or native wildlife nursery sites exist on the project site. Furthermore, there is no suitable habitat for special-status species on the site. As noted under Section 4, *Biological Resources,* the project may affect nesting birds. However, implementation of Mitigation Measure BIO-1 would reduce impacts to a less-than-significant level by requiring nesting bird surveys. As noted under Section 5, *Cultural*

Resources, no archaeological resources were identified, additionally, none of the properties are eligible for listing under National Register of Historic Places and/or California Register of Historic Resources significance criteria. Therefore, there would be no impact related to the elimination of important examples of California history. Although there is also low potential for encountering intact subsurface archaeological resources , unanticipated discoveries of these resources may occur that could result in a potentially significant impact. However, Mitigation Measure CUL-1 as identified in Section 5, *Cultural Resources*, would be implemented to reduce potential impacts to a less-than-significant level related to archaeological resources in the unanticipated event of their discovery. Furthermore, as discussed in Section 18, *Tribal Cultural Resources*, no tribal cultural resources as defined in PRC Section 21074 that are eligible for listing in the CRHR, or a local register, or that were determined by the lead agency to be significant were identified in the project site. The project would therefore result in no impact to tribal cultural resources.

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED

b. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?

Cumulative impacts are defined as two (2) or more individual (and potentially less than significant) project effects which, when considered together or in concert with other projects, combine to result in a significant impact within an identified geographic area. Cumulatively considerable impacts could occur if the construction of other projects occurs at the same time as the proposed project and in the same vicinity, such that the effects of similar impacts of multiple projects combine to expose adjacent sensitive receptors to greater levels of impact than would occur under the proposed project. For example, if the construction of other projects in the area occurs at the same time as construction of the proposed project, potential impacts associated with biological resources, cultural resources, geology and soils, and hazards and hazardous materials in the project area may be more substantial.

As discussed under environmental checklist Sections 1 through 20, the project would have no impact, a less than significant impact, or a less than significant impact with mitigation incorporated, with respect to all environmental issues.

Aesthetics

New development on the project site and in the surrounding area would change the existing character of the project's viewshed. However, all development in the immediate vicinity of the project would be required to comply with the development regulations and design standards contained in the FVMC, which would ensure that minimum standards related to visual character and quality are met to preclude adverse aesthetic effects (e.g., size, scale, building materials, lighting). Accordingly, the project's aesthetic impacts would not be cumulatively considerable.

Agriculture and Forestry Resources

The project would have no impact on agricultural resources. Therefore, there is no potential for the project to contribute to a cumulatively considerable impact under this topic.

Air Quality

Based on SCAQMD guidance, any direct exceedance of a regional or localized threshold also is considered to be a cumulatively considerable effect, while air pollutant emissions below applicable regional and/or localized thresholds are not considered cumulatively considerable. As discussed in Section 3, *Air Quality*, the project would not exceed SCAQMD's regional threshold for criteria pollutants during construction or operation of the project. Therefore, project-related construction and operation emissions would not be cumulatively considerable.

Biological Resources

If the proposed project and other planned commercial projects in nearby neighborhoods are constructed during the bird nesting season, these projects could result in cumulative impacts to special status bird species and nesting birds within the vicinity of project site. Mitigation Measure BIO-1 would require nesting bird avoidance and protective measures to ensure the proposed project would not impact nesting birds. With implementation of Mitigation Measure BIO-1, potential cumulative impacts to special status bird species and nesting birds would be reduced to less than significant levels. In addition, all projects would be required to comply with the biological resources policies and standards of the FVMC which would minimize the potential for these projects to result in cumulative impacts to special status species, wetlands, wildlife movement, and biological resources protected by local policies and ordinances. Furthermore, the proposed project would have less than significant impacts related to sensitive natural communities, riparian habitat, and adopted Habitat Conservation Plans, Natural Community Conservation Plans, or other approved local, regional, or State habitat conservation plan. Therefore, the proposed project would not combine with other projects to result in cumulative impacts to biological resources.

Cultural Resources

Cumulative development in the region would continue to disturb areas with the potential to contain cultural resources. Cumulative development projects have undergone or would be required to undergo CEQA review, which would determine the extent of potential cultural resources impacts and mitigate those impacts appropriately. If cumulative projects would result in impacts to known or unknown cultural resources, impacts to such resources would be addressed on a case-by-case basis. Implementation of the project has the potential to impact unknown archaeological resources on the project site and, therefore, would result in a significant cumulative impact in the event any of such resources were found on-site during construction. Mitigation Measure CUL-1 would require implementation of protocol to ensure that unanticipated archaeological resources are properly evaluated and treated. With implementation of Mitigation Measures CUL-1, potential cumulative impacts would be reduced to a less-than-significant level.

Energy

The project's construction and operation energy consumption would not be considered inefficient, wasteful, or otherwise unnecessary and would not obstruct a State or local plan for renewable energy or energy efficiency. In addition, all cumulative projects would be required to comply with Title 24, similar to the project, which establishes standards for energy efficiency and "green" construction. Compliance with applicable existing regulations, as detailed in Section 6, *Energy*, would ensure that cumulative projects would not involve the inefficient, wasteful, and unnecessary use of energy and would not obstruct a State or local plan for renewable energy or energy

efficiency. Therefore, implementation of the project would not result in a cumulatively considerable impact on energy.

Geology and Soils

Potential effects related to geology and soils are inherently site-specific; therefore, there is no potential for the project to contribute to a cumulatively considerable impact under this topic. Furthermore, all development proposals would be required to comply with applicable federal, State, and local regulations that are in place to preclude adverse geology and soils effects, including effects related to strong seismic ground shaking, fault rupture, soil erosion, and hazardous soil conditions (e.g., liquefaction, expansive soils, landslides).

There is potential that paleontological resources are buried beneath the surface of the project site and could be impacted during construction. Other projects within the region would similarly have the potential to impact unknown, subsurface paleontological resources during ground-disturbing activities. Therefore, the potential for development on the project site to impact subsurface paleontological resource deposits is a cumulatively considerable impact; however, with implementation of Mitigation Measure GEO-1, potential cumulative impacts to paleontological resources would be reduced to a less-than-significant level.

Greenhouse Gas Emissions

Global climate change occurs as the result of global emissions of GHGs. An individual development project does not have the potential to result in direct and significant Global Climate Change-related effects in the absence of cumulative sources of GHGs. The CEQA Guidelines also emphasize that the effects of GHG emissions are cumulative and should be analyzed in the context of CEQA's requirements for cumulative impacts analysis (CEQA Guidelines Section 15130[f]). Accordingly, the analysis in Section 8, *Greenhouse Gas Emissions*, reflects a cumulative impact analysis of the GHG emissions related to the project. As concluded in Section 8, *Greenhouse Gas Emissions*, the project would not result in a cumulatively considerable impact related to GHG emissions.

Hazards and Hazardous Materials

Potential effects related to hazards and hazardous materials are inherently site-specific; therefore, the project would not contribute to a cumulatively considerable impact under this topic. It is anticipated that future growth in the cumulative project area would result in an incremental increase in the quantity of hazardous materials used, treated, transported, and disposed area wide. Cumulative projects would be required to comply with safety procedures mandated by applicable federal, State, and local laws and regulations related to the transport, use, and disposal of hazardous materials. Future development in the cumulative area could potentially expose residents and construction workers to contaminated soil or groundwater, including on or near sites included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5. Cumulative projects would be required to comply with handling procedures mandated by applicable federal, State, and local laws and regulations related to the exposure of contaminated soil or groundwater related to hazardous materials sites. Therefore, a cumulatively considerable impact would not occur.

Hydrology and Water Quality

Construction and operation of the project and other projects in the Santa Ana River watershed would have the potential to result in a cumulative water quality impact, including erosion and sedimentation. However, in accordance with applicable federal, State, and local regulations, all development projects would be required to implement plans during construction and operation (e.g., SWPPP and WQMP) to minimize adverse effects to water quality, which would avoid a cumulatively considerable impact.

As detailed within Section 10, *Hydrology and Water Quality*, the City would be able to provide reliable water supplies for an average year, single dry year, and multiple dry years for its existing and planned supplies through 2045, including cumulative projects. Therefore, the project would not have a cumulatively considerable impact related to groundwater supplies.

Potential effects related to drainage patterns are inherently site-specific; therefore, there is no potential for the project to contribute to a cumulatively considerable impact under this topic. Furthermore, all development proposals would be required to comply with applicable federal, State, and local regulations that are in place to preclude adverse drainage effects. Therefore, the project would not have a cumulatively considerable impact related to the alteration of drainage patterns.

The project and other projects in the Santa Ana River watershed would be required to comply with federal, State, and local regulations in order to preclude flood hazards both on- and off-site. Compliance with federal, State, and local regulations would require on-site areas to be protected, at a minimum, from flooding during peak storm events (i.e., 100-year storm) and that development would not expose downstream properties to increased flooding risks during peak storm events. Accordingly, a cumulatively considerable effect related to flooding would not occur.

Land Use and Planning

The project would not physically divide an established community, or conflict with applicable land use or planning documents with approval of the requested zoning/land use changes, a conditional use permit per FVMC Section 21.08.030, and concessions (as discussed in Section 11, *Land Use and Planning*). Therefore, the project would not contribute to a cumulatively considerable impact related to land use and planning.

Mineral Resources

The project would have no impact on mineral resources. Therefore, there is no potential for the project to contribute to a cumulatively considerable impact under this topic.

Noise

As detailed in Section 13, *Noise*, the proposed project would not generate substantial temporary or permanent increase in ambient noise levels beyond local, State, or federal thresholds nor would the project generate excessive groundborne vibration or noise. Therefore, the project would not contribute to any cumulatively considerable noise or vibration impacts.

Population and Housing

The project would generate an estimated 206 residents, which would not exceed the General Plan's population forecast on a project-specific basis. Under a cumulative scenario, the City recently approved three (3) residential projects at 16300 Euclid Street (a multi-family residential

development), 16800 Magnolia Street (a mixed-use development), and 17103 Magnolia Street (a multi-family residential development) with a combined total of 1,292 residential units. Based on the DOF average household size of 2.86 persons per residential unit in Fountain Valley, these projects would potentially add an estimated 3,695 residents to the city's population. Adding the proposed project residents would result in an estimated cumulative population increase of 3,901 residents, increasing the population from 56,560 to 60,461 persons (DOF 2025). The population growth forecasts in the General Plan estimate that the city's population would increase to 73,668 people in 2045, which is an increase of 17,108 people from the city's population of 56,560 people in 2025 (Fountain Valley 2023a, DOF 2025). Cumulative projects plus the proposed project would account for approximately 23 percent of the city's total projected population growth through year 2045. Furthermore, since the on-site existing use is a commercial center, the project would also not contribute to the displacement of existing residents requiring the construction of replacement housing. Accordingly, the project would not contribute to a cumulatively considerable environmental effect related to population and housing.

Public Services

All development projects in Fountain Valley, including the project, would require compliance with applicable policies and ordinances for fire prevention, protection, and safety. The project would only incrementally increase demand for fire and police protections services; however, the project would not result in the need for new or physically altered fire or police protection facilities. The project applicant would also be required to pay the state-mandated school impact fees to offset the incremental increase in demand for new school facilities. Based on the foregoing, the project would not contribute to cumulatively considerable impacts to resident-serving public facilities such as schools, parks, libraries, and other public facilities or services.

Recreation

As detailed in Section 16, *Recreation*, the residents of the project may increase use of the existing parks; however, it is more likely that the future residents would use the common open space and private open space that would be constructed under the project. Therefore, the project would not have an adverse effect on existing neighborhood and regional parks or recreational facilities. Further, the project applicant would be required to dedicate land, pay a fee in lieu thereof, or a combination of both, for neighborhood and community park or recreational purposes to satisfy the standards contained in the Chapter 21.79 of the FVMC. Therefore, the project would contribute to a cumulatively considerable impact.

Transportation

The project would not conflict with any City policies addressing the circulation network, and would not generate substantial VMT. Therefore, the project would not contribute to any cumulatively considerable adverse transportation effects.

Tribal Cultural Resources

No tribal cultural resources as defined in PRC Section 21074 that are eligible for listing in the CRHR, or a local register, or that were determined by the lead agency to be significant were identified in the project site. Therefore, the project would not contribute to any cumulatively considerable impacts related to tribal cultural resources.

Utilities and Service Systems

The project would require water, wastewater, stormwater, natural gas, electricity, and telecommunications infrastructure, as well as solid waste disposal for building operation, contributing to increased demand on utilities and service systems.

Development of public utility infrastructure is part of an extensive planning process involving utility providers and jurisdictions with discretionary review authority. The coordination process associated with the preparation of infrastructure plans is intended to ensure that adequate public utility services and resources are available to serve both individual development projects and cumulative growth in the region. Therefore, cumulative development is accounted for during the public utility planning process. Each individual development project is subject to review for utility capacity to avoid unanticipated interruptions in service or inadequate supplies. Coordination with the utility providers would allow for the provision of utility services to the project and other developments. The project and other planned projects are subject to connection and service fees to offset increased demand and assist in facility expansion and service improvements (at the time of need). Because of the utility planning and coordination activities described above, the project would not contribute to a cumulatively considerable impact to utilities and service systems.

Wildfire

As discussed in Section 20, *Wildfire*, the project site is not within a State Responsibility Area or VHFHSZ according to CALFIRE. In accordance with applicable State and local regulations, all development projects would be required to be constructed to meet the current building code fire safety requirements, including the CBC and the California Fire Code to minimize adverse effects to wildfire risk, which would avoid a cumulatively considerable impact. Therefore, the project would not contribute to an adverse cumulative impact associated with wildfire.

LESS THAN SIGNIFICANT WITH MITIGATION INCORPORATED

c. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

In general, impacts to human beings are associated with air quality, GHG emissions and climate change, hazards and hazardous materials, and noise impacts. As detailed in the analyses for these issue areas, the project would not result, either directly or indirectly, in adverse effects related to air quality, GHG emissions, hazardous materials, or noise. Compliance with applicable rules and regulations would reduce potential impacts on human beings to a less-than-significant level.

LESS-THAN-SIGNIFICANT IMPACT

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Rincon prepared this IS-MND under contract to the City of Fountain Valley. Persons involved in data gathering analysis, project management, and quality control are listed below.

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Appendix A

CalEEMod Results

Appendix B

Transportation Screening Assessment

Appendix C

Construction Health Risk Assessment

Appendix D

Cultural Resources Assessment

Appendix E

Geotechnical Engineering Investigation

Appendix F

Water Quality Management Plan

Appendix G

Noise Measurement Data and Modeling

Appendix H

Fountain Valley School District Will-Serve Letter

Appendix I

Republic Services Will-Serve Letter

Appendix J

Responses to Comments on the Draft IS-MND

Appendix K

Mitigation Monitoring and Reporting Program

Appendix J

Responses to Comments on the Draft IS-MND

Responses to Comments on the Draft IS-MND

This section includes comments received during the circulation of the Draft Initial Study-Mitigated Negative Declaration (IS-MND) prepared for the 8550 Warner Avenue Project (proposed project or project).

The Draft IS-MND was circulated for a 30-day public review period that began on January 14, 2026 and ended on February 13, 2026. The City of Fountain Valley received eight comment letters on the Draft IS-MND, including one letter from a State agency and seven letters from individuals. The following table identifies the corresponding page number for each commenter's letter. Comment letters have been organized by commenter type and then numbered sequentially according to the date and time they were received by the City.

Letter No. and Commenter		Page No.
Agency		
A-1	Tamara Purvis, Associate Environmental Planner, Department of Toxic Substances Control	J-2
Individual		
I-1	Ahmed Fayad	J-8
I-2	Heidi Menze	J-12
I-3	Bryan Erskine	J-14
I-4	Jeff McHenry	J-16
I-5	Richard Hoffstadt	J-18
I-6	Valori Fox	J-20
I-7	Sean Noonan	J-24

Each issue raised by the commenter has also been assigned a number that aligns with the sequence in the previous table. The responses to each comment identify first the number of the comment letter, and then the number assigned to each issue (Response A-1.1, for example, indicates that the response is for the first issue raised in comment Letter A-1).

Letter A-1

Department of Toxic Substances Control

Yana Garcia
Secretary for
Environmental Protection

Katherine M. Butler, MPH, Director
8800 Cal Center Drive
Sacramento, California 95826-3200
dtsc.ca.gov

Gavin Newsom
Governor

SENT VIA ELECTRONIC MAIL

January 22, 2026

Steven Ayers
Principal Planner
City of Saratoga
10200 Slater Avenue
Fountain Valley, CA 92708
Steven.Ayers@fountainvalley.gov

RE: MITIGATED NEGATIVE DECLARATION FOR THE 8550 WARNER AVENUE PROJECT (PARKSIDE FV) DATED JANUARY 15, 2026, STATE CLEARINGHOUSE NUMBER 2026010463

Dear Steven Ayers,

A-1.1 The Department of Toxic Substances Control (DTSC) reviewed the Mitigated Negative Declaration (MND) for the 8550 Warner Avenue Project (Parkside FV) (Project). The Project involves the construction of a three-story, 72-unit apartment complex and a one-story amenity building totaling 76,876 square feet that form a U-shape on the Project site. The amenity building would be located in the center of the apartment complex and would include a 122-square-foot leasing office, 663-square-foot clubhouse, and an adjacent trellis structure with a patio area. The Project would provide 107 parking spaces on-site, consisting of 96 resident parking spaces and 11 guest parking spaces, including five (5) ADA-accessible spaces. DTSC recommends and requests consideration of the following comments:

A-1.2 1. According to the Initial Study (IS)/MND, EnviroStor and GeoTracker, the Site and surrounding locations are impacted by historical contamination. Section 9 Hazards and Hazardous Materials of the IS/MND, page 66 states: “The Leaking Underground Storage Tank (LUST) Cleanup Sites within 0.25-mile of

the project site identified by GeoTracker include: Saad Service Center located at 8471 Warner Avenue, which had a potential contaminant of concern for gasoline in groundwater for uses other than drinking water supply. The cleanup status is Open – Remediation as of 2011".

Due to these contaminations and the nature of the Project purposed as a residential development, DTSC recommends the City of Fountain Valley address the contaminations within and around the Project area through a Phase I Environmental Site Investigation and/or receive oversight from a self-certified local agency, DTSC or the Regional Water Quality Control Board. If entering into one of DTSC's voluntary agreements, please note DTSC uses a single standard Request for Lead Agency Oversight Application for all agreement types. Please apply for DTSC oversight using this link: Request for Agency Oversight Application. Submittal of the online application includes an agreement to pay costs incurred during agreement preparation. If you have any questions about the application portal, please contact your Regional Brownfield Coordinator.

A-1.2 Cont.

2. If buildings or other structures are to be demolished on any Project sites included in the proposed Project, surveys should be conducted for the presence of lead-based paints or products, mercury, asbestos containing materials, and polychlorinated biphenyl caulk. Removal, demolition, and disposal of any of the above-mentioned chemicals should be conducted in compliance with California environmental regulations and policies. In addition, sampling near current and/or former buildings should be conducted in accordance with DTSC's Preliminary Endangerment Assessment (PEA) Guidance Manual.

A-1.3

3. DTSC recommends all imported soil/fill material be tested to ensure all COCs meet screening levels as outlined in DTSC's PEA Guidance Manual. Furthermore, DTSC advises referencing the DTSC Information Advisory Clean Imported Fill Material Fact Sheet if importing fill is necessary. To minimize the possibility of introducing contaminated soil/fill material there should be documentation of the origins of the soil/fill material and, if applicable, sampling be

A-1.4

A-1.4 Cont.

conducted to ensure that the imported soil/fill material are suitable for the intended land use. The soil sampling should include analysis based on the source of the soil/fill and knowledge of prior land use.

A-1.5

DTSC would like to thank you for the opportunity to comment on the MND for the 8550 Warner Avenue Project (Parkside FV). Thank you for your assistance in protecting California's people and environment from the harmful effects of toxic substances. If you have any questions or would like clarification on DTSC's comments, please respond to this letter or via our CEQA Review email for additional guidance.

Sincerely,

Tamara Purvis

Tamara Purvis
Associate Environmental Planner
HWMP - Permitting Division – CEQA Unit
Department of Toxic Substances Control
Tamara.Purvis@dtsc.ca.gov

cc: (via email)

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Letter A-1

COMMENTER: Tamara Purvis, Associate Environmental Planner, Department of Toxic Substances Control (DTSC)

DATE: January 22, 2026

Response A-1.1

The commenter provides a summary of the proposed project.

The comment does not raise any specific significant environmental issues or raise other issues on the adequacy of the environmental analysis included in the Draft IS-MND.

Response A-1.2

The commenter notes that the IS-MND identifies historical contamination in the area, including a nearby LUST site within 0.25 mile of the project site with gasoline-impacted groundwater that remains under remediation as of 2011. The commenter recommends that the City address the potential for contamination within and around the project site by completing a Phase I Environmental Site Assessment and/or obtaining oversight from an appropriate regulatory agency such as DTSC or the Regional Water Quality Control Board. The commenter provides general steps and fees associated with entering into one of DTSC's voluntary agreements for information purposes.

The recommendations for a Phase I Environmental Site Assessment and regulatory agency oversight are noted. However, based on the publicly available information reviewed for the nearby LUST sites, the nearby open LUST site (Saad Service Center at 8471 Warner Avenue) is not anticipated to pose an environmental concern to the project site due to the distance of the contaminated groundwater plume (over 450 feet away as of December 2025) and direction of groundwater flow (primarily to the west, away from the project site). Furthermore, based on the publicly available information reviewed for the two other nearby LUST sites (Texaco Oil at 8520 Warner Avenue, two cases), these sites are not anticipated to pose an environmental concern to the project site due to the distance of the contaminated groundwater plume (over 180 feet away as of June 2012) and direction of groundwater flow (primarily to the west-southwest, away from the project site).

Response A-1.3

The commenter recommends on-site buildings/structures be surveyed for the presence of hazardous building materials prior to their demolition and in accordance with DTSC guidance. The commenter adds that the demolition, removal, and disposal of any lead-based paints or products, mercury, asbestos-containing materials, and polychlorinated biphenyl caulk should be conducted in a manner compliant with State regulations and policies.

The building was constructed circa 1976 and therefore there is the potential for hazardous building materials to be present on-site. The handling, removal, and disposal of any hazardous materials during project construction would be conducted in accordance with all applicable State and federal laws, such as the Hazardous Materials Transportation Act, Resource Conservation and Recovery Act, the California Hazardous Material Management Act, the California Code of Regulations Title 8 (Workplace Safety Regulations) and Title 22 (Environmental Health Standards for the Management

of Hazardous Waste), South Coast Air Quality Management District Rule 1403 (Asbestos Emissions from Demolition/Renovation Activities). Any hazardous materials would be transported by DTSC-registered transporters and be required to follow all United States Department of Transportation regulations under the Hazardous Materials Transport Act, in addition to California Environmental Protection Agency and local Certified Unified Program Agency regulations regarding hazardous materials transport.

Response A-1.4

The commenter recommends testing any imported soil/fill material to confirm it meets DTSC screening levels and documenting its source to ensure suitability for the intended land use.

Project construction would not include the import of any soil/fill material to the project site. While project grading would require approximately 400 cubic yards of soil cut, all soil would be reused on-site as soil fill.

Response A-1.5

The commenter thanks the City for the opportunity to comment and invites follow-up if clarification on DTSC's comments is needed.

The invitation for follow-up is noted; however, the comment does not raise any specific significant environmental issues or raise other issues on the adequacy of the environmental analysis included in the Draft IS-MND.

Letter I-1

From: ahmed fayad
To: Planning.Building
Subject: 8550 Warner Avenue Project (Parkside FV)
Date: Wednesday, January 14, 2026 11:27:56 AM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Planning Commission and City Staff,

I-1.1 I am writing to formally object to the adequacy of the Draft IS/MND for the 8550 Warner Avenue Project. As currently written, the document relies on screening assumptions and unsupported baseline conditions that materially understate the project's likely impacts on surrounding residential neighborhoods.

I-1.2 Most notably, parking impacts are effectively dismissed. The project proposes 107 parking spaces where City code would otherwise require approximately 152. Despite this substantial reduction, the IS/MND includes no analysis of parking demand, no spillover study, and no enforceable mitigation to protect adjacent single-family streets. The assertion that reduced parking is acceptable because it meets Density Bonus minimums is not an analysis—it is a regulatory shortcut.

I-1.3 Equally concerning is the transportation baseline. The claim of a net reduction in trips depends on assuming full commercial occupancy generating over 1,000 daily trips, even though the IS/MND acknowledges vacant restaurant space. This inflated baseline artificially minimizes the project's impacts and is then reused to justify conclusions across multiple environmental topics.

I-1.4 The City further relies on transportation screening thresholds to avoid evaluating localized impacts that residents actually experience: driveway conflicts, pedestrian safety, ride-share and delivery behavior, and residential street congestion. These issues are not meaningfully addressed anywhere in the document.

I-1.5 Noise analysis relies on traffic data nearly a decade old, and the construction health risk analysis cites Bay Area thresholds rather than South Coast standards. These inconsistencies further undermine confidence in the conclusions.

I-1.6 In sum, the Draft IS/MND does not contain sufficient evidence to support a finding of less-than-significant impacts. At a minimum, the City should require revised baseline assumptions, focused parking and neighborhood traffic analyses, and enforceable mitigation measures before proceeding.

Sincerely,
Ahmed Fayad

--
Thank you for reading.

Sincerely,

Dr.Ahmed Fayad

Letter I-1

COMMENTER: Ahmed Fayad

DATE: January 14, 2026

Response I-1.1

The commenter objects to the adequacy of the Draft IS-MND, stating that it relies on unsupported assumptions and understates project impacts on nearby residential areas.

This comment is an introductory statement and does not yet raise any specific significant environmental issues or raise other issues on the adequacy of the environmental analysis included in the Draft IS-MND. Responses I-1.2 through 1-1.6 address the commenter's specific concerns.

Response I-1.2

The commenter states that the IS-MND inadequately addresses parking, noting that the project provides significantly fewer spaces than the City's Municipal Code requires and that the IS-MND includes no analysis or mitigation for spillover parking on nearby streets.

CEQA does not consider difficulty in finding parking or parking spillover as significant impacts on the environment. Under CEQA, parking availability is generally considered a social impact, not an environmental impact, unless it would result in a physical environmental effect. "Parking availability" was formally removed as a standalone environmental impact factor in the CEQA Guidelines Appendix G checklist around 2009. This change was based on the understanding that parking shortages are generally social and economic impacts, not environmental, as confirmed by CEQA changes and the court analysis. The Court of Appeal affirmed this in *Save Our Access–San Gabriel Mountains v. Watershed Conservation Authority* (2021), finding that reduced parking does not constitute an environmental impact unless it leads to a secondary physical effect (e.g., substantial increases in vehicle circulation causing significant increases in localized air pollutants or noise). As discussed in Section 2, *Air Quality*, of the Draft IS-MND, the proposed project would not expose sensitive receptors to substantial carbon monoxide (CO) pollutant concentrations from vehicle trips and impacts would be less than significant. Section 13, *Noise,* of the Draft IS-MND found an increase of 471 daily vehicle trips would result in noise increases of approximately 0.04 dBA CNEL on Warner Avenue and 0.1 dBA CNEL on Newland Street, which would not exceed the traffic noise increase threshold of 1.5 dBA CNEL based on the existing ambient noise environment at the project site. Therefore, operational noise impacts associated with the project's off-site noise sources would be less than significant.

Moreover, as discussed under *Description of the Project* in the Draft IS-MND, the proposed project would provide a total of 107 parking spaces on-site, consisting of 96 resident parking spaces and 11 guest parking spaces, including five (5) ADA-accessible spaces. The City requires a parking ratio of 1.5 parking spaces per studio and one (1)-bedroom unit, and two (2) spaces per two (2)-bedroom unit per Fountain Valley Municipal Code (FVMC) Chapter 21.22, which translates to a minimum requirement of 152 parking spaces for the project. However, in accordance with California Density Bonus Law, the project applicant can incorporate a reduced parking count by using State parking requirements, which require one (1) parking space per studio and one (1)-bedroom unit, and 1.5 parking spaces per two (2)-bedroom unit. In accordance with these requirements, the project would

be required to provide a minimum of 85 parking spaces. Therefore, the project meets the minimum parking requirement under the California Density Bonus Law.

Nonetheless, without such a demonstrated physical consequence, parking impacts remain outside the scope of CEQA. Therefore, consistent with this case law and CEQA Guidelines, parking is not analyzed in the Draft IS-MND and mitigation related to parking is not necessary or required.

Response I-1.3

The commenter states that the transportation baseline is inflated by assuming full commercial occupancy, resulting in an understated analysis of project-related traffic impacts.

The Transportation Screening Assessment (Appendix B to the Draft IS-MND) prepared for the project accurately applies a trip credit for the existing 18,700-square-foot retail building to be demolished as part of project construction. If a building is partially occupied, but has historically reached higher levels of occupancy, CEQA case law (e.g., *North County Advocates v. City of Carlsbad* 241 Cal.App.4th 94 [2015]) has generally supported using a baseline that assumes a higher occupancy, provided it is consistent with the "expected fluctuating occupancy" of that facility. The project site is currently developed with a strip retail center that has historically reached full occupancy or near full occupancy consistent with the expected fluctuating occupancy of a strip retail center. In addition, the finding that the project would have a less than significant vehicle miles traveled (VMT) impact is based on the project's location within a low VMT area. This conclusion would not be affected by assuming less than full commercial occupancy for the existing use.

Response I-1.4

The commenter states that the City relies on transportation screening thresholds to avoid analyzing localized impacts that residents experience, including driveway conflicts, pedestrian safety, ride-share and delivery behavior, and street congestion which are not addressed in the IS-MND.

As discussed in Section 9, *Hazards and Hazardous Materials*, of the Draft IS-MND, although the project site shares access with the adjacent animal hospital (Warner Avenue Animal Hospital at 8546 Warner Avenue); temporary construction fencing during project construction would comply with FVMC Section 21.22.070 requirements for aisle dimensions to allow adequate backup distances for any vehicle accessing adjacent off-site uses. During project operation, vehicles would continue to access the project site and nearby properties via the respective driveway entrances on Warner Avenue. As discussed in Section 17, *Transportation*, of the Draft IS-MND, the project would not substantially alter the alignment of Warner Avenue. The project would continue to be served by and would not interfere with existing and planned roadway, pedestrian, and public transit facilities in a manner that would generate hazards to public safety. Furthermore, the project would not result in uses that would be incompatible with the existing land uses surrounding the project site. Regarding ride-share/delivery behavior and traffic congestion, CEQA does not consider these issues when determining whether a project would result in a significant impact on the environment. Ride-share/delivery behavior are not considered CEQA impacts on their own because CEQA only evaluates physical environmental impacts, not social or operational behaviors. Furthermore, following implementation of Senate Bill (SB) 743, CEQA's transportation focus (and CEQA Guidelines) shifted away from congestion and driver delay and toward VMT, multimodal access, safety, and consistency with circulation system plans. Therefore, these issues are not required to be analyzed for the purposes of CEQA.

Response I-1.5

The commenter states that the noise analysis relies on outdated traffic data and the construction health risk analysis cites Bay Area Air District thresholds rather than South Coast Air Quality Management (SCAQMD) standards.

The Draft IS-MND noise analysis relied on the most recent traffic data available from City source, namely average daily traffic (ADT) volume data from 2016 for Warner Avenue and Newland Street. Although these data are several years old, their use is appropriately conservative for CEQA purposes. Older traffic counts typically reflect lower baseline volumes; therefore, when project-generated traffic is added to these lower baseline conditions, the resulting increase is comparatively larger. This approach provides a more conservative estimate of potential traffic-related noise increases. Furthermore, the Draft IS-MND health risk analysis correctly references and utilizes the SCAQMD cancer risk threshold. As discussed under *Construction Health Risk Assessment* of Section 4.2, *Air Quality,* of the Draft IS-MND*,* "Results of the analysis were compared to SCAQMD thresholds for a cancer risk threshold of 10 in one (1) million persons, and a chronic hazard index significance threshold of one (1)." Appendix C to the IS-MND, which contains modeling files associated with the health risk analysis includes reference to Bay Area Air District thresholds; however, this is a typographical error and the modeling for the project remains accurate.

Response I-1.6

The commenter concludes that the IS-MND lacks sufficient evidence to support its findings and recommends revised baselines, focused analyses, and enforceable mitigation before project approval.

Responses I-1.2 through I-1.6 address the commenter's specific concerns as they relate to CEQA. As discussed therein, no further updates to the analysis or identification of additional mitigation are required in the Draft IS-MND.

Letter I-2

From: Bidymess
To: Planning.Building
Subject: The Parkside FV PROJECT
Date: Friday, January 16, 2026 7:04:01 AM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hello, I sure hope you read this, and don't skim by.

I-2.1 Wow, this project is absolutely ridiculous. Just what we need, more housing for people who are being brought to our country by certain corporations, Blackrock, cough cough. Who the hell is moving into all these huge places?!!? Certainly not homeless. And what a bunch of bull crap, "AFFORDABLE!!" ♀. To who?!!? The king? People who get paid by our government to live here??

I-2.2 FV commission and planning /city council should take a stand and tell Newsom to screw off! And I'm not sure why we turned our city into an overcrowded mess! It's one thing to add business complexes so people can create businesses and provide to our city, but to ONLY build unaffordable homes just to use up space is beyond disturbing. The streets are horrific as it is every single day. If the goal is to become LA streets with congestion and chaos- FV is ALMOST there!!! Shameful to say the least. All local governments should be embarrassed that they don't listen to their constituents/residents, and rather follow Newsom and his corrupt government policies and laws!!!! Ugh!!!!! ♀ Nobody has backbones anymore. We bend over and don't fight. That's why California has GONE completely sh#% and bonkers when it comes to politics and local and state government. And, such a shame there is nobody in office who doesn't give a Sh%# about $$$$, and more about what it does to a city and the good people of that city!!

I oppose this nonsense because it will continue to crowd our city. We don't need more people in this town. WTH is wrong with you people?
If you don't get it by now, the majority of Resudents hate this. Do you ever care and stand up to the state gov? Newsom is corrupt as they come and you are part of local gov, which should be fighting him on these issues!!

DO BETTER FV!!!

Signed,
A resident for 47 years,
Heidi menze

Letter I-2

COMMENTER: Heidi Menze

DATE: January 16, 2026

Response I-2.1

The commenter expresses general frustration concerning the addition of housing and housing affordability.

The comment does not raise any specific significant environmental issues on the adequacy of the environmental analysis included in the Draft IS-MND.

Response I-2.2

The commenter opposes the project, expressing concern about overcrowding, traffic congestion, and dissatisfaction with local and State governments and State housing mandates.

As discussed in Section 14, *Population and Housing*, of the Draft IS-MND, the project would account for approximately one percent of the city's total projected population growth through year 2045. Potential population growth generated by the project would be within the General Plan's growth forecast; therefore, the population increase associated with the project would not be considered substantial or unplanned and impacts associated with population growth would be less than significant. Regarding traffic congestion, CEQA does not consider LOS inefficiencies for determining whether a project would result in a significant transportation-related impact on the environment and it is not required to be analyzed for the purposes of CEQA. See Response I-1.4. CEQA also does not regulate policy matters such as State housing requirements, local land-use priorities, or broader governmental decisions. Rather, these issues fall under the discretion of elected decision-makers instead of the CEQA document itself. The comment does not raise any specific significant environmental issues on the adequacy of the environmental analysis included in the Draft IS-MND.

Letter I-3

From: Bryan Erskine
To: Planning.Building
Subject: Parkside FV Project Comment
Date: Friday, January 16, 2026 10:51:34 AM

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Good morning and happy Friday,

I-3.1 Overall I am in favor of the development of 8550 Warner Avenue, however I am concerned about the design of the project based on the renders I am seeing on the Fountain Valley website. This project is replacing a commercial center with residential, and I think this is a missed opportunity for us to install a mixed use building with retail on the first floor and residential above. The mix use design would better serve the community and the future inhabitants of this building, by offering opportunities to shop and dine without having to travel by car.

I-3.2 Also, as I understand it, SoCal Edison owns the service road running through the green belt next to this development. I'm proposing that the service road be updated/improved since it's currently in terrible condition. That road/pathway is heavily used by walkers, runners, and cyclists as a safe route to move north and south through Fountain Valley into Huntington Beach.

Thank you for your consideration.

Bryan Erskine
714.335.1858
bryanaerskine@gmail.com

Letter I-3

COMMENTER: Bryan Erskine

DATE: January 16, 2026

Response I-3.1

The commenter supports the project but expresses concern with the current design and suggests that a mixed-use development with ground-floor retail and upper-story housing would better serve the community.

The commenter's support and suggestion for the project are noted; however, the commenter does not raise any specific significant environmental issues or raise other issues on the adequacy of the environmental analysis included in the Draft IS-MND. Nonetheless, the commenter's suggestion for a mixed-use development will be shared with City decision-makers for their consideration.

Response I-3.2

The commenter requests improvements to the Southern California Edison (SoCal Edison) service road adjacent to the project, noting that it is in poor condition and serves as a heavily used walking and biking route.

The commenter's request is noted; however, it does not raise any specific significant environmental issues or raise other issues on the adequacy of the environmental analysis included in the Draft IS-MND.

Letter I-4

From: j mchen
To: Planning.Building
Subject: 8550 Warner Avenue Project (Parkside FV)
Date: Monday, January 19, 2026 7:12:05 AM

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I-4.1 I am a Fountain Valley resident and oppose this project on grounds the area is too congested, the area cant handle the additional residents traffic and parking requirements

--
Best Regards

Jeff McHenry

714-745-2304

Letter I-4

COMMENTER: Jeff McHenry

DATE: January 19, 2026

Response I-4.1

The commenter opposes the project, citing concerns about congestion, traffic, and parking capacity in the surrounding area.

Regarding traffic congestion and parking, CEQA does not consider LOS or parking inefficiencies for determining whether a project would result in a significant impact on the environment and they are not required to be analyzed for the purposes of CEQA. See Responses I-1.2 and I-1.4. The comment does not raise any specific significant environmental issues on the adequacy of the environmental analysis included in the Draft IS-MND.

Letter I-5

Richard Hoffstadt
9972 Petunia Avenue
Fountain Valley, CA 92708
rhoffstadt@yahoo.com
(714) 876-7338

City of Fountain Valley
Planning and Building Department
Attention: Steven Ayers, Principal Planner

SUBJECT: PARKSIDE DEVELOPMENT
Located at 8550 Warner Avenue Fountain Valley

Dear Mr. Ayers.,

I-5.1 I have enjoyed being a resident of Fountain Valley for over 45 years as it has always been a well ran Planned Community with balanced Residential and Commercial zones. I chose to live in Fountain Valley because of its large lots, good schools and nice homes with wide streets' low density and plenty of parking. The newly proposed Parkside Development is a high density project with limited parking that will require massive on street parking as there is only 1.5 parking stalls per unit which is completely inadequate. If this project is approved with less than 2 parking spaced per unit, it will have a disastrous effect on surrounding properties as the overflow parking will inundate the neighboring residential and commercial properties bringing down neighborhood quality.

I-5.2 The Parkside Development not only increases housing density but also increases traffic. This project will decreases the amount of commercial property available in the City of Fountain Valley. It is crucial to maintain our Commercial Property Development and Zoning in order to maintain the balanced residential/commercial zoning that helps insure the City's tax base.
Maintaining community standards is the only way to keep the quality of life we enjoy in Fountain Valley.

I-5.3 I realize that the City will approve this project because of City and State politics and mandates. I personally believe these mandates are passed by the state to lower the quality of life in our community.

I-5.4 I love Fountain Valley and hate to see it destroyed little by little with these High Density projects.

Sincerely,

Richard Hoffstadt

Letter I-5

COMMENTER: Richard Hoffstadt

DATE: January 29, 2026

Response I-5.1

The commenter states that the project is a high-density project with limited parking that will result in overflow parking that would affect surrounding residential and commercial areas and diminish the quality of the neighborhood.

CEQA does not consider difficulty in finding parking or parking spillover as significant impacts on the environment. See Response I-1.2. Therefore, parking is not analyzed in the Draft IS-MND and mitigation related to parking is not necessary or required.

Response I-5.2

The commenter states that the project would increase housing density and traffic while reducing commercial uses. The commenter adds that commercial properties are crucial for maintaining the city's balanced land use and tax base.

Regarding traffic congestion, CEQA does not consider LOS inefficiencies for determining whether a project would result in a significant transportation-related impact on the environment and it is not required to be analyzed for the purposes of CEQA. See Response I-1.4. The comment does not raise any specific significant environmental issues on the adequacy of the environmental analysis included in the Draft IS-MND.

Response I-5.3

The commenter notes that the City will approve the project due to State mandates and expresses the view that such mandates negatively affect community quality of life.

The commenter's concern regarding State housing mandates and their perceived effects on community quality of life are acknowledged. However, these legislative mandates are established by the State and are not determined through the CEQA process. The comment does not raise any specific significant environmental issues on the adequacy of the environmental analysis included in the Draft IS-MND.

Response I-5.4

The commenter expresses concern that high-density projects are harming the quality of life in Fountain Valley.

The commenter's concern regarding high-density projects and their perceived effects on community quality of life in the city are acknowledged. The comment does not raise any specific significant environmental issues on the adequacy of the environmental analysis included in the Draft IS-MND.

Letter I-6

Valori Fox

17338 Santa Isabel St.

Fountain Valley, CA 92708

January 29, 2026

To Whom it May Concern

City of Fountain Valley

Mayor Cuneen, council members Harper, Bui, Grandis and Constantine

Steven Ayers

City Attorney

Any and ALL people who this letter pertains to (I don't want to leave anyone out)

I am writing regarding the property at 8550 Warner Ave., Fountain Valley and the proposed 72 units proposed to City Council and Planning Commission

I-6.1

First, I was extremely opposed to your approval of the Boomers/Bullwinkle project approved in 2025. Not only is that property ill advised for 800+ units, as well as 2 parking garages, the traffic this is going to generate is bad for this city. This property has not begun and the traffic on Warner is already a nightmare. In the a.m. the traffic going east backs up from Magnolia to Newland. In the p.m. the traffic going west backs up OVER the freeway overpass from Magnolia to Bushard. Each direction taking a minimum of 3 signals to get through the intersection.

I-6.2 As for this new project that is being proposed at 8550 Warner, I have been advised my Mr. Ayers that it is NOT part of the Newsom mandated 4850 units to be completed by this city. This property is just under ONE QUARTER MILE from the Boomers/Bullwinkle's build. Adding a minimum of 1000+ additional residents AND their cars. In addition, this property is zoned for commercial property NOT residential.

I-6.3 I realize you have gone ahead and changed zoning for other properties from commercial to residential, this however, is a bad idea. Not only is this property zoned for commercial, the residents who live directly behind the property will have their privacy destroyed. There simply is not any good reason to change the zoning for residential at this time, or frankly ever. Another concern is where are the 72+ additional cars going to park!?

I-6.4 We have enough crowding for this area now, and the Boomers/Bullwinkle's project hasn't even begun. One quarter of a mile between these 2 projects will have a negative impact on our city.

I-6.5 I am asking you to say NO to the rezoning of this property and NO to the 72 units proposed.

Cordially,

Val Fox

A resident of Fountain Valley since 1963

Letter I-6

COMMENTER: Valori Fox

DATE: January 29, 2026

Response I-6.1

The commenter states opposition to the previously approved Boomers/Bullwinkle project, expressing concern that its large scale and parking garages will worsen traffic congestion on Warner Avenue.

The commenter's opposition to the Boomers/Bullwinkle project is acknowledged; however, the referenced project is a separate, previously approved project located approximately 0.4 mile east of the project site. Regarding traffic congestion, CEQA does not consider LOS inefficiencies for determining whether a project would result in a significant transportation-related impact on the environment and it is not required to be analyzed for the purposes of CEQA. See Response I-1.4. The comment does not raise any specific significant environmental issues on the adequacy of the environmental analysis included in the Draft IS-MND.

Response I-6.2

The commenter notes that the proposed project is located close to the Boomers/Bullwinkle project site and adds that the new units under the proposed project are not part of the units required to meet the State housing mandate. The commenter raises concerns about the added residents, vehicle trips, and the change from a commercial property to a residential property.

As stated above, the Boomers/Bullwinkle project is a separate, previously approved project located approximately 0.4 mile east of the project site. As discussed in Section 14, *Population and Housing*, of the Draft IS-MND, the project would account for approximately one percent of the city's total projected population growth through year 2045. Potential population growth generated by the project would be within the General Plan's growth forecast; therefore, the population increase associated with the project would not be considered substantial or unplanned and impacts associated with population growth would be less than significant. Regarding traffic congestion, CEQA does not consider LOS inefficiencies for determining whether a project would result in a significant transportation-related impact on the environment and it is not required to be analyzed for the purposes of CEQA. See Response I-1.4. The proposed shift from a commercial land use to residential use is evaluated in Section 11, *Land Use and Planning*, of the Draft IS-MND. As discussed therein, the project applicant is requesting a General Plan Amendment from Local Commercial to High Density Residential and a Zoning Map Amendment from C1 (Local Business) to R4 (High Density Multiple Dwelling). The High Density Residential land use allows for 15 to 30 dwelling units per acre, and, correspondingly, the R4 zone permits a residential density of 30 dwelling units per acre. To facilitate the development of the proposed 72 residential units on-site, and per the California Density Bonus Law the project applicant is requesting three (3) concessions to 1) reduce the required rear setback adjacent to single-family residential development, 2) allow a reduced balcony size requirement, and 3) allow for the increase in number of units per 1,452 square feet. The proposed uses would be permitted upon approval of the requested zoning/land use changes, a conditional use permit per FVMC Section 21.08.030, and concessions, and would remain consistent with the surrounding area. With these changes, development of the project would comply with all applicable policies and regulations contained within the General Plan and FVMC, including the City's

Zoning Code contained within. Once the requested land use designation changes are applied, the project would be consistent with the allowed uses described within the City's Zoning Code. No significant environmental impact would occur from a conflict with an applicable land use policy, plan, or regulation.

Response I-6.3

The commenter opposes rezoning the site to residential, citing potential privacy impacts to adjacent residents and concerns associated with the additional vehicles parking in the neighborhood.

CEQA does not consider privacy or parking inefficiencies environmental impact areas for determining whether a project would result in a significant impact on the environment. These impact areas involve social concerns that are not required to be analyzed for the purposes of CEQA. See Response I-1.2. The comment does not raise any specific significant environmental issues on the adequacy of the environmental analysis included in the Draft IS-MND.

Response I-6.4

The commenter states that the area is already overcrowded and believes the proximity of the proposed project and the Boomers/Bullwinkle project will negatively impact the city.

As discussed in Section 14, *Population and Housing*, of the Draft IS-MND, the project would account for approximately one percent of the city's total projected population growth through year 2045. Potential population growth generated by the project would be within the General Plan's growth forecast; therefore, the population increase associated with the project would not be considered substantial or unplanned and impacts associated with population growth would be less than significant. Responses I-6.1 through I-6.2 address the commenter's specific concerns as they relate to the Boomers/Bullwinkle project and CEQA.

Response I-6.5

The commenter requests the City deny both the rezoning of the project site and the proposed development.

Responses I-6.1 through I-6.4 address the commenter's specific concerns as they relate to CEQA. The commenter's request is noted; however, it does not raise any specific significant environmental issues or raise other issues on the adequacy of the environmental analysis included in the Draft IS-MND.

Letter I-7

From:	Sean Noonan
To:	Planning.Building
Cc:	Steven Ayers
Subject:	Comments on Notice of Intent to Adopt a Mitigated Negative Declaration for the 8550 Warner Avenue Project (Parkside FV) a
Date:	Wednesday, February 18, 2026 3:29:20 PM

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Hello - I work in the City of Fountain Valley and my sister owns a property in the City. I am reaching out to provide the following comments on the IS/MND for this project. I appreciate your time in reviewing these comments.

I-7.1
- The Transportation Screening Assessment for the project states that, "The vehicle miles traveled (VMT) screening assessment has been prepared in accordance with City TIA Guidelines, which were developed based on guidance from the Office of Planning and Research (OPR) Technical Advisory on Evaluating Transportation Impacts in CEQA (State of California, December 2018) [“OPR Technical Advisory”]."
- The Project's IS/MND goes on to conclude that the project would have less than significant impacts related to VMT given that the project is located in a Low-VMT Area of the City.

I-7.2
- Issue #1. The City's TIA guidelines allow developers to use VMT screening criteria that were struck down in 2025 - particularly, the practice of exempting projects just because they are listed in the 2018 OPR Technical Advisory, which itself was not supported by any actual data or rationale.

I-7.3
- Issue #2. The City's IS/MND and supporting technical studies do not provide any justification as to why a project in a "Low-VMT Area" of a City would have less than significant impacts related to VMT. There is no information provided whatsoever that analyzes this project in particular beyond the screening step. This leads to VMT not being analyzed and VMT mitigation measures not being prescribed that may actually be warranted for this project. We don't know until you actually study it! The City has an obligation under CEQA to analyze and mitigate a project's impacts. I believe that the information I have provided to the City herein constitutes a fair argument that the project's environmental effects have not been fully evaluated as required by CEQA.
- Further supporting analysis follows...

I-7.4
- Specifically, my comment references the published opinion filed March 27, 2025 by the Fourth District Court of Appeal (Div. 1) that reversed an earlier trial court’s judgment denying a writ petition. In the published decision, the Fourth District Court of Appeal held that two screening thresholds of significance for VMT impacts adopted by the County of San Diego as part of its 2022 Transportation Study Guide were invalid because they were unsupported by any substantial evidence. *Cleveland National Forest Foundation, et al. v. County of San Diego* (2025) 109 Cal.App.5th 1257.
- It is my opinion that the City is improperly depending upon the very same screening thresholds that were struck down in this case within the Project's IS/MND. As a result of this deficiency in the VMT analysis conducted for this

I-7.4 Cont.

project, the IS/MND is incomplete.

I-7.5

- As such, I request that the City please update the VMT assessment for this project to actually include an analysis of the project's VMT effects and apply VMT mitigation if needed.

I-7.6

- Also, once this information is prepared, I request that the IS/MND be updated and recirculated for public review in accordance with the requirements contained in State CEQA Guidelines Section 15162, which requires recirculation of an Initial Study when new information of substantial importance is raised that was not included in the public review document.

If you have any questions on these comments, feel free to reach out.

Thanks,
--
Sean Noonan

Letter I-7

COMMENTER: Sean Noonan

DATE: February 18, 2026

Response I-7.1

The commenter states that the Transportation Screening Assessment for the project was prepared in accordance with the City's Transportation Impact Assessment Guidelines, which are based on the OPR Technical Advisory from 2018. The commenter reiterates the IS-MND's conclusion that the project would have less than significant impacts related to VMT.

This comment is an introductory statement and does not yet raise any specific significant environmental issues or raise other issues on the adequacy of the environmental analysis included in the Draft IS-MND.

Response I-7.2

The commenter states that the City's TIA Guidelines allow developers to rely on VMT screening criteria that were invalidated in 2025, including the exemption of projects solely because they are listed in the 2018 OPR Technical Advisory.

This comment claims that the VMT screening criteria used in the analysis were struck down in 2025. This comment appears to be referencing the California Court of Appeal (Court) ruling on the *Cleveland National Forest Foundation, et al. v. County of San Diego* (2025), as referenced later in Response I-7.4. The Court found that the County of San Diego lacked substantial evidence to support two specific screening thresholds ("infill" and "small projects") that would have exempted new developments from the need to perform more detailed VMT analysis. In its finding that the project may be presumed to have a less than significant VMT impact, the Transportation Screening Assessment (Appendix B to the Draft IS-MND) prepared for the project does not rely on either of the two invalidated screening thresholds. Rather, the Transportation Screening Assessment found that the project may be presumed to result in a less than significant VMT impact based on the low VMT area screening threshold. As documented in the City's TIA Guidelines, low VMT areas (i.e., those generating less VMT per service population than the citywide average) in the City of Fountain Valley were identified using travel forecasting data from the Orange County Transportation Analysis Model (OCTAM); therefore, the low VMT screening criteria is adequately supported by City-specific data and substantial evidence.

Response I-7.3

The commenter states that the IS-MND and supporting transportation assessment provide no project-specific justification for concluding that a project in a "Low-VMT Area" would have less than significant VMT impacts. The commenter adds that there is no VMT analysis beyond the screening of the project and no mitigation identified that may be needed for the project. The commenter states that the project's environmental effects have not been evaluated as required by CEQA.

As noted in the OPR Technical Advisory: "Residential and office projects that locate in areas with low VMT, and that incorporate similar features (i.e., density, mix of uses, transit accessibility), will tend to exhibit similarly low VMT. Maps created with VMT data, for example from a travel survey or a travel demand model, can illustrate areas that are currently below threshold VMT (see recommendations below). Because new development in such locations would likely result in a similar level of VMT, such maps can be used to screen out residential and office projects from needing to prepare a detailed VMT analysis."

In accordance with OPR guidance, the City of Fountain Valley developed a City-specific low-VMT screening map using VMT data from the local travel demand model (OCTAM). As documented in Appendix B of the Transportation Screening Assessment, the project is in a zone that generates low VMT relative to the citywide average based on data from the local travel demand model. Since the project is in a low-VMT zone with existing residential land uses, the project would likely result in a similar level of VMT and may be presumed to screen out from the need to prepare more detailed VMT analysis. Therefore, the finding that the project satisfies the City-established low VMT area screening criteria is adequately supported by substantial evidence using travel forecasting data from the OCTAM specific to the City of Fountain Valley.

Response I-7.4

The commenter notes that a published opinion from the Fourth District Court of Appeal (*Cleveland National Forest Foundation et al. v. County of San Diego* [2025]) invalidated two VMT screening thresholds in San Diego County's 2022 Transportation Study Guide, finding they were unsupported by substantial evidence. The commenter opines that the City and IS-MND are improperly relying on the same VMT screening thresholds invalidated in this court case.

See Responses I-7.2 and I-7.3. The project's VMT screening assessment does not depend on the same screening thresholds that were struck down in the referenced court case. Therefore, no further updates to the VMT analysis or identification of additional mitigation are required in the Draft IS-MND.

Response I-7.5

The commenter requests that the City include an analysis of the project's VMT effects and to apply VMT mitigation if warranted.

Responses I-7.2 through I-7.4 address the commenter's specific VMT concerns. As discussed therein, no further updates to the VMT analysis or identification of additional mitigation are required in the Draft IS-MND.

Response I-7.6

The commenter requests revisions to and the recirculation of the IS/MND for public review pursuant to CEQA Guidelines Section 15162 following updates to the VMT analysis.

Responses I-7.2 through I-7.4 address the commenter's specific VMT concerns as they relate to CEQA. As discussed therein, no further updates to the VMT analysis or identification of additional mitigation are required in the Draft IS-MND.

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Appendix K

Mitigation Monitoring and Reporting Program

Mitigation Monitoring and Reporting Program

CEQA requires that a reporting or monitoring program be adopted for the conditions of project approval that are necessary to mitigate or avoid significant effects on the environment (Public Resources Code 21081.6). This mitigation monitoring and reporting program is intended to track and ensure compliance with adopted mitigation measures during the project implementation phase. For each mitigation measure recommended in the Final Initial Study – Mitigated Negative Declaration (IS-MND), specifications are made herein that identify the action required, the monitoring that must occur, and the agency or department responsible for oversight.

Mitigation Measure	Action Required	Monitoring		Responsible Agency	Compliance Verification		
		Timing	Frequency		Initial	Date	Comments
Air Quality							
AQ-1: Construction Emissions Reduction							
Prior to issuance of grading permits, the following measures shall be noted on all construction plans: ▪ All mobile off-road equipment (wheeled or tracked) greater than 25 horsepower used during construction activities shall meet the United States Environmental Protection Agency Tier 4 interim standards. Tier 4 certification can be for the original equipment or equipment that is retrofitted to meet the Tier 4 interim standards. ▪ Electric signal boards, cement and mortar mixers, and forklifts shall be used during construction of the proposed project. These requirements shall be incorporated into the contract agreement with the construction contractor. A copy of the equipment's certification or model year specifications shall be available upon request for all equipment on-site.	Verify final construction plans and the contract agreement with the construction contractor incorporate specific equipment requirements (i.e., mobile off-road equipment greater than 25 horsepower must meet Tier 4 interim standards and utilization of electric signal boards, cement and mortar mixers, and forklifts	Prior to issuance of grading permits	Once	City of Fountain Valley Community Development Department			
Biological Resources							
BIO-1: Nesting Bird Avoidance							
Prior to ground disturbance or vegetation removal activities, the following measures shall be implemented: ▪ To avoid disturbance of nesting birds, including raptorial species protected by the California Fish and Game Code and Migratory Bird Treaty Act, construction activities related to the project, including, but not limited to, vegetation removal, ground disturbance, and construction and demolition shall occur outside of the bird breeding season (February 1 through August 31). If construction must begin during the breeding season, then a pre-construction nesting bird survey shall be conducted no more than seven days prior to initiation of construction activities.	Verify completion of a pre-construction nesting bird survey (if construction begins during the bird breeding season) by a qualified biologist no more than seven days prior to initiation of construction activities	Prior to ground disturbance or vegetation removal activities	Once	City of Fountain Valley Community Development Department			
	Verify implementation of appropriate avoidance buffer by a qualified biologist, if nests are found	On an as-needed basis during construction activities if nests are found	Periodically throughout construction				

Mitigation Measure	Action Required	Monitoring		Responsible Agency	Compliance Verification		
		Timing	Frequency		Initial	Date	Comments
The nesting bird pre-construction survey shall be conducted on foot in the project site, including a 50-foot buffer, and in inaccessible areas (e.g., private lands) the use of binoculars should be used to inspect trees and other suitable nesting areas. The survey shall be conducted by a qualified biologist familiar with the identification of avian species known to occur in Southern California. ▪ If nests are found, an avoidance buffer shall be determined and demarcated by a qualified biologist with bright orange construction fencing, flagging, construction lathe, or other means to mark the boundary. All construction personnel shall be notified as to the existence of the buffer zone and to avoid entering the buffer zone until the young have fledged or the nest is otherwise no longer active, as determined by the qualified biologist. No parking, storage of materials, or construction activities shall occur within this buffer until the biologist has confirmed that breeding/nesting is completed, and the young have fledged the nest. Encroachment into the buffer shall occur only at the discretion of the qualified biologist. ▪ A survey report by the qualified biologist documenting and verifying compliance with the mitigation and with applicable State and federal regulations protecting nesting birds shall be submitted to the City. The qualified biologist shall serve as a construction monitor during those periods when construction activities would occur near active nests to ensure that no inadvertent impacts on nesting birds would occur.	Verify completion of a survey report by the qualified biologist documenting compliance	Upon completion of breeding/nesting and young have fledged nests	Once				

Mitigation Measure	Action Required	Monitoring		Responsible Agency	Compliance Verification		
		Timing	Frequency		Initial	Date	Comments
Cultural Resources							
CR-1: Unanticipated Discovery of Cultural Resources							
Prior to the start of ground-disturbing activities, the applicant shall retain an archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards (National Park Service 2020)(Qualified Archaeologist) to respond to and address any inadvertent discoveries identified for the duration of construction activities. The Qualified Archaeologist should possess experience and familiarity with historic-period and prehistoric archaeological resources in the region. In the event that archaeological resources are unexpectedly encountered during ground-disturbing activities, work within 50 feet of the find shall halt and an archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards for archaeology (National Park Service 1983) shall be contacted immediately to evaluate the resource. If the resource is determined by the qualified archaeologist to be prehistoric, then a Native American representative shall also be contacted to participate in the evaluation of the resource. If the qualified archaeologist and/or Native American representative determines it to be appropriate, archaeological testing for CRHR eligibility shall be completed. If the resource proves to be eligible for the CRHR and significant impacts to the resource cannot be avoided via Project redesign, a qualified archaeologist shall prepare a data recovery plan tailored to the physical nature and characteristics of the resource, per the requirements of California Code of Regulations Section 15126.4(b)(3)(C). The data recovery plan shall identify data recovery excavation methods, measurable objectives, and data thresholds to reduce any significant impacts to cultural resources related to the resource. Pursuant to the data recovery plan, the qualified archaeologist and	Verify retention of a qualified archaeologist to respond to and address any inadvertent discoveries of cultural resources during construction	Prior to the start of ground-disturbing activities	Once	City of Fountain Valley Community Development Department			
	Verify ground-disturbing construction activities have halted within 50 feet of an archaeological resources find	On an as-needed basis during construction activities if archaeological resources are found	Periodically throughout construction				
	Consult with qualified archaeologist for evaluation and appropriate treatment of find	On an as-needed basis during construction activities if archaeological resources are found	On an as-needed basis				
	Consult with Native American representatives for evaluation and appropriate treatment of find, as needed	On an as-needed basis during construction activities if archaeological resources are found	On an as-needed basis				
	Review and approval of data recovery plan and archaeological testing if find is determined to be CRHR-eligible	Following identification of a CRHR-eligible archaeological resource and significant impacts cannot be avoided	Once				

Mitigation Measure	Action Required	Monitoring		Responsible Agency	Compliance Verification		
		Timing	Frequency		Initial	Date	Comments
Native American representative, as appropriate, shall recover and document the scientifically consequential information that justifies the resource's significance. The City shall review and approve the treatment plan and archaeological testing as appropriate, and the resulting documentation shall be submitted to the regional repository of the California Historical Resources Information System, per California Code of Regulations Section 15126.4(b)(3)(C).							
Geology and Soils							
GEO-1: Unanticipated Fossil Discovery							
Paleontological Worker Environmental Awareness Program Prior to issuance of grading permit, the applicant shall retain a Qualified Professional Paleontologist meeting the Society of Vertebrate Paleontology (2010) standards to respond to and address any inadvertent discoveries identified for the duration of construction activities. Prior to the start of construction, a Qualified Professional Paleontologist, as defined by the Society of Vertebrate Paleontology (2010), or their designee shall conduct a paleontological Worker Environmental Awareness Program training for construction personnel regarding the appearance of fossils and the procedures for notifying paleontological staff should fossils be discovered by construction personnel. The Worker Environmental Awareness Program shall discuss the potential to discover paleontological resources in the project site, legal obligations to protect paleontological resources, examples of paleontological resources that may be found in the project site, procedures in case a paleontological resource is discovered, and contact information for the Qualified Professional Paleontologist.	Verify retention of a qualified paleontologist to respond to and address any inadvertent discoveries of paleontological resources during construction	Prior to issuance of grading permits	Once	City of Fountain Valley Community Development Department			
	Verify completion of a Worker Environmental Awareness Program training for construction personnel	Prior to issuance of grading permits	Once				
	Verify inclusion of an inadvertent discovery clause in final construction contracts	Prior to issuance of grading permits	Once				
	Verify ground-disturbing construction activities have halted within 50 feet of a paleontological resources find	On an as-needed basis during construction activities if paleontological resources are found	Periodically throughout construction				

Mitigation Measure	Action Required	Monitoring		Responsible Agency	Compliance Verification		
		Timing	Frequency		Initial	Date	Comments
Unanticipated Discovery of Paleontological Resources The project applicant shall include a standard inadvertent discovery clause in every construction contract to inform contractors of this requirement. If a potential fossil is discovered during project construction, construction activity within 50 feet of the find shall cease until the discovery is examined by a Qualified Professional Paleontologist. If the find is determined to be significant, the Qualified Professional Paleontologist shall direct all mitigation efforts related to paleontological resources consistent with the Society of Vertebrate Paleontology (2010) standards, which may include, but are not limited to: paleontological monitoring; fossil salvage, preparation, and curation; and reporting to summarize the paleontological mitigation efforts. That report shall include a list of all fossils recovered and necessary maps and graphics to accurately record their original location(s). The report, when submitted to and accepted by the City, and the curation of all significant fossils in a fossil repository has occurred, shall signify satisfactory completion of the project program to mitigate impacts to any potential nonrenewable paleontological resources (i.e., fossils) that might have been lost or otherwise adversely affected without such a program in place.	Consult with qualified paleontologist for evaluation and appropriate treatment of find	On an as-needed basis during construction activities if paleontological resources are found	On an as-needed basis				
	Review and approval of recovery report	Following identification and curation of all paleontological resource finds	Once				

From: ptomeck196078@gmail.com
To: Steven Ayers
Subject: 72 unit apt complex Newland and Warner
Date: Wednesday, March 13, 2024 11:42:35 AM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good morning, I am a resident across from the proposed building site. I just found out about this project recently. I live on El Rancho Ave. I am extremely concerned about this situation. I continually deal with FV PD on homelessness in this area, trash and dog droppings. Traffic issues at the intersection is horrendous, just recently, another accident occurred with a car going into a residence back yard. My neighbor almost lost his life at that intersection year's ago from someone running a red light. Property values will fall for us who own homes near the proposed site. Fountain Valley will not be a nice place to live for my family. Please let me know what I can do to get involved with Stopping this project. Is there any near future City Council meeting on this matter. Thank you, P TomeckSent from my iPhone

From: Toni Guchereau
To: Steven Ayers
Subject: Proposed apartment bldg at 8550 Warner
Date: Monday, March 11, 2024 3:14:20 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

I am TOTALLY OPPOSED to the construction of the 72-unit apartment building, Parkside Fountain Valley!

I have checked the ZONING for the city of Fountain Valley and the **area for this apartment complex is C1, NOT R4.** You need to rethink what you are planning to do and follow the guidelines that the previous charters have established!

I live on Bressel Lane in Huntington Beach which is directly across from the proposed construction site. Getting out of the tract is a nightmare in the morning, especially when trying to cross it to get onto the freeway. PLUS you have all the added cars from the proposed apartments that would overload that ramp, especially the way it is currently laid out from Warner across Magnolia on ONE LANE!

This is in addition to the increased noise and poor air quality that would also ensue, not to mention the effect it will have on the surrounding schools.

Please look elsewhere for your site that is zoned for R4 before upsetting all the surrounding residents.

Toni Guchereau
16912 Bressel Lane
Huntington Beach, CA

From: Jaye Towne
Subject: Fwd: New FV Development...
Date: Friday, March 8, 2024 1:40:48 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

This project is at Warner & Newland St. This location doesn't affect me directly but just "more people, more scars upon the land"! Please forward to your fv contacts. We need community involvement. Thank you & thanks Kim for the heads up!
Jaye

Sent from my iPhone

Begin forwarded message:

From: Kim Constantine <kimconstantinefv@gmail.com>
Date: March 8, 2024 at 12:40:07 PM PST
To: Kim Constantine <kimconstantinefv@gmail.com>
Subject: New FV Development...

I SAW this flyer online (attached) It is NOT mine. I did NOT create it, nor do I know who did.

Here's CORRECT information from me ...

?

"They". ?

Who is "they"?

Ah, the "they" IS the property owner who owns THIS particular parcel of land. Paperwork has been filed appropriately at Fountain Valley to change what is now on THIS land for the purpose of apartments.

Let's move on, as there are several errors in this very high emotion flyer that I will address & provide info for.

-Who wrote the flyer? Unknown. I am happy that at least someone is notifying the community. Again, there are errors in it; however, good effort.

Here's CORRECT information:

-The residents within 1,000 feet will receive a notification letter from the City of Fountain Valley, as this matter will first be heard by the Fountain Valley Planning Commission, discussed there, public heard, and Commissioners will vote (make a recommendation to Fountain Valley City Council). The public may attend & speak.

I say, DON'T wait for a letter, BE PROACTIVE & stay abreast of these public Meeting agendas, since they come out several days prior to the Meeting. I wouldn't wait for an envelope that may or may not arrive going through our postal system. This way, you won't miss an important City Meeting. I have posted all the Meeting dates below.

Here's the link to the FV Agenda Center:

https://www.fountainvalley.gov/AgendaCenter

Ok, then here's what happens after the Planning Commission Meeting…

-Those same residents will get an envelope notification from City Hall about the City Council Meeting in which the public may speak. See all the info above, as it's the same. The only exception is the City Council IS the FINAL DECISION MAKERS.

-As for re-election, 2 Fountain Valley City Council Members ARE up for re-election in November. They are Ted Bui & Glenn Grandis.... the top 2 on Council. Campaign season has started & re-election events continue. I was the ONLY FV City Council Member to vote "no" on upping the $500 per campaign contribution limit to $1,600+. So, it passed anyway, as the vote was 4-1.

-Have interest to run for City Council this year? Contact our City Clerk for the form you need to file before you campaign & he'll let you know a few particulars. Rick is at 714-593-4445. Yes, campaign season is on now. :)

-Connect with me on FB... Google me there. I am very easy to find. Posts on Nextdoor often get lost in the shuffle. Many times, I turn on notifications for posts I want to follow -- very helpful. So, I am on Nextdoor, as I need to.

Unfortunately, so few — if any — people come & speak at our Planning Commission and City Council Meetings. Ok… the Feb. PC Meeting had several — that's an exception.

-People can pay attention to City matters & make a difference to decision makers.

-Here are the dates for our next City Meetings (always open to anyone who wants to attend & speak ... and you may speak on Zoom from wherever you are):

-CITY COUNCIL MEETINGS on TUESDAYS at 6 p.m. for the Open Session (there could be a Study Session earlier -- always open to the public):

March 19th
April 2nd & 16th
May 7th & 21st
June 4th & 18th
July 16th

August 20th
September 17th
October 1st & 15th
November 5th & 19th
December 3rd & 17th

-PLANNING COMMISSION MEETINGS on WEDNESDAYS at 6 p.m:

March 13th
April 10th
May 8th
June 12th
July 10th
August 14th
September 11th
October 9th
November 13th
December 11th

-Our City Meetings, as listed above, are always open to the public -- and you may speak or speak on Zoom in our City Council & Planning Commission Meetings. Meetings are at Fountain Valley City Hall - 10200 Slater, Fountain Valley.

(Dates subject to change).

-I won't comment on project specifics, as I am one of the 5 decion makers. If you have questions or want to email or text me at 714-335-2280, feel free. I will respond.

-Email FV City Council, etc...

FVProud@fountainvalley.gov (main City Hall email)

Kim.Constantine@fountainvalley.gov (me)

Maggie.Le@fountainvalley.gov (City Manager)

My fellow City Council Members:

Ted.Bui@fountainvalley.gov

Jim.Cunneen@fountainvalley.gov

Glenn.Grandis@fountainvalley.gov

Patrick.Harper@fountainvalley.gov

Sure hope this helps. Misinformation is not good. :) And yes, feel free to share this for more community awareness.

Thank you, Kim

A HUGE, HIGH DENSITY, 72 UNIT APARTMENT BUILDING IS GOING TO BE BUILT at 8550 WARNER AVENUE, RIGHT ON THE OTHER SIDE OF WARNER AVENUE!

They're moving it through the application process with the City of Fountain Valley RIGHT NOW!!! The project's called "Parkside Fountain Valley" at 8550 Warner Ave. See www.fountainvalley.gov/409/Current-Projects

Are you OK with:

-The loss of your property value due to increased noise, increased traffic and decreased *privacy?*

-Turning left onto Warner from Bressel is bad enough right now! Can you imagine how it will be with the additional 200+- cars coming and going out of a high density apartment building?

-The traffic that comes with approximately 200 residents (and their cars) coming and going 24 hours/day, 365 days/year? (The current shopping center shuts down between 6-7pm)

-The noise and traffic that will come with a 2-3 year building project?

If you are NOT OK with *any* of that then you must act now before it's too late!!

-Notify the city with your objection to the project by contacting Steven Ayers, City Principle Planner at steven.ayers@fountainvalley.gov 714-593-4431.

-Notify the FV City Council thru the City Clerk (Rick Miller) at Rick.Miller@fountainvalley.org

-Get together with your neighbors right away. The City Council wants to get re-elected. The more voices the better but even one voice on the side of the law will make a difference!

-It may take filing a CEQA (California Environmental Quality Act) lawsuit to get the developer and the City Council's attention. (CEQA suits only cost about $550.00 to file and will *immediately halt a project like this for about a year it the objections are valid. I.e.: Air Quality, Noise, Greenhouse Gas, Density, Ingress/Egress (traffic).*

Your property values and quality of life are in YOUR hands.

ACT NOW!!!

From: Perla Ramirez
To: Steven Ayers
Subject: Parkside Fountain Valley
Date: Thursday, March 7, 2024 7:06:19 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Mr Ayers,

I'm writing to show my disapproval of this planned project if it is true. It's unsafe as the current traffic is unmanageable and almost impossible to cross from the Northside of Warner to the Southside residential areas or to join Warner eastbound/westbound. You can find reports from all of the traffic collisions that happen because of this busy street. This project will only worsen this. It's Environmentally hazardous as pollution will no doubt increase. A CEQA lawsuit will be initiated of this project.

I await your response on this matter.

Regards,

Perla Ramirez
Warner & Magnolia resident

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

From: Jaime
To: Steven Ayers
Subject: Parkside Fountain Valley
Date: Thursday, March 7, 2024 7:01:59 PM

> **CAUTION:** This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Mr Ayers,

I'm writing to show my disapproval of this planned project if it is true. It's unsafe as the current traffic is unmanageable and almost impossible to cross from the Northside of Warner to the Southside residential areas or to join Warner eastbound/westbound. You can find reports from all of the traffic collisions that happen because of this busy street. This project will only worsen this. It's Environmentally hazardous as pollution will no doubt increase. A CEQA lawsuit will be initiated of this project.

I await your response on this matter.

Regards,

Jaime Morando
Warner/Magnolia Street resident

From: Omar Dadabhoy
To: Steven Ayers
Subject: FW: Objecting to 8550 Warner Project
Date: Monday, March 11, 2024 3:18:23 PM

-----Original Message-----
From: Rick Miller <Rick.Miller@fountainvalley.gov>
Sent: Monday, March 11, 2024 3:17 PM
To: Omar Dadabhoy <Omar.Dadabhoy@fountainvalley.gov>
Subject: FW: Objecting to 8550 Warner Project

Here's another email as well for that project.

Rick Miller, MPA
City Clerk / Administrator
City of Fountain Valley
714-593-4445

-----Original Message-----
From: PAMELA TANSEY <pamelatansey@sbcglobal.net>
Sent: Friday, March 8, 2024 3:33 PM
To: Rick Miller <Rick.Miller@fountainvalley.gov>
Subject: Objecting to 8550 Warner Project

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Rick ,

I am vehemently opposed to this proposed project of high density apartment dwellings right around the corner from where I have lived for 35 years Harbor intersecting Edinger at New Chase Condos. We have 164 units in a 2 story complex.

I have noticed traffic the last several years have exponentially increased in our city to the point where it is impossible to make turns going north between the hours of 3 and 6 PM and these new projects are only going to make this worse so I am opposed to this project and I'm also opposed to the project at Euclid & HIEL high-rise high density condos! Why can't we just have a limit on the height? I think two or three stories is plenty. There's no reason to continue this massive upheaval of our city.

Please cast my opposition. Thank you.
;-) Pamela Tansey
Live Life Gently

From: Crystal Leng
To: Steven Ayers
Subject: Parkside Fountain Valley project
Date: Thursday, March 28, 2024 2:47:27 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Steven Ayers,
I am writing to express my objection to the Parkside Fountain Valley project. It is my understanding that it is a high density 72 unit apartment building which will house approximately 200 residents.

I am deeply concerned about the impact on traffic in the area. Warner is a street that already receives plenty of traffic, especially during peak hours. It is almost impossible to turn left coming from Bressel to Warner. An additional 200+ cars on this street would not be moving towards the right direction. Due to the fact that the traffic situation is already less than ideal, I believe that this street is not the place to build a high density apartment building.

Westmont Park, which is adjacent to the proposed site of the new building, will also be affected. As of right now, many parts of it are already filled with litter and are run down. It cannot handle serving another 200+ residents on a daily basis due to the lack of maintenance.

In addition, as a resident that lives nearby the site of the proposed project, I am deeply concerned with the noise and environmental implications which may result from the construction. The air quality, noise, and gases which are emitted from such a project will deeply effect the elderly and young children around the area.

This street is not the place to build a high density apartment building. The traffic will worsen, quality of life for the current residents will be impacted, and deterioration of the surrounding areas will occur.

I urge you to reconsider your decision and take my objection into account. Thank you for your time and consideration.
Sincerely,
Crystal Leng

From: Bill Ho
To: Steven Ayers
Subject: Objection to Parkside Fountain Valley Project
Date: Thursday, March 28, 2024 3:02:50 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Mr. Steven Ayers,

I am writing to express my objection to the Parkside Fountain Valley project. It is my understanding that it is a high density 72 unit apartment building which will house approximately 200 residents.

I am deeply concerned about the impact on traffic in the area. Warner Ave. is a street that already receives plenty of traffic, especially during peak hours. It is almost impossible to turn left coming from Bressel Ln. to Warner Ave. An additional 200+ cars on this street would not be moving towards the right direction. Due to the fact that the traffic situation is already less than ideal, I believe that this street is not the place to build a high density apartment building.

Westmont Park, which is adjacent to the proposed site of the new building, will also be affected. As of right now, many parts of it are already filled with litter and are run down. It cannot handle serving another 200+ residents on a daily basis due to the lack of maintenance.

In addition, as a resident that lives nearby the site of the proposed project, I am deeply concerned with the noise and environmental implications which may result from the construction. The air quality, noise, and gases which are emitted from such a project will deeply affect the elderly and young children around the area.

This street is not the place to build a high density apartment building. The traffic will worsen, quality of life for the current residents will be impacted, and deterioration of the surrounding areas will occur.

I urge you to reconsider your decision and take my objection into account. Thank you for your time and consideration.

Sincerely,
Bill Ho

From: Mayela Bragg
To: Steven Ayers; Rick Miller
Subject: Regarding 8550 warner ave construction
Date: Friday, April 26, 2024 8:07:58 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Mr. Ayers & Mr. Miller,

I am a homeowner in Fountain Valley, specifically the Tamura Track neighborhood. I am writing to express my concerns regarding the Parkside Fountain Valley high density apartment buildings construction project. I am opposed to this new development because of the negative impact it will have on my property value as well as the increased traffic and noise the new development will bring to the area.

I am very concerned and would NOT like this project to continue.

Respectfully,

Mayela Bragg

From:	Cheyenne Clark
To:	Ryannaglich; Connie Clark; Guenevere Clark
Cc:	Rick Miller; Kim Constantine; Steven Ayers; glenn.gradis@fountainvalley.gov; Ted Bui; Jim Cunneen; patrick.hatper@fountainvalley.gov
Subject:	Parkside Fountain Valley objection
Date:	Friday, June 7, 2024 2:19:54 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

I am notifying my objection to the building of project Parkside Fountain Valley at 8550 Warner Ave.

Thank you,
Cheyenne Naglich

Sent from my iPhone

From:	ryannaglich@yahoo.com
To:	Kim Constantine
Cc:	Rick Miller; Kim Constantine; Steven Ayers; glenn.gradis@fountainvalley.gov; Ted Bui; Jim Cunneen; Patrick Harper
Subject:	Re: Parkside Fountain Valley objection
Date:	Friday, June 7, 2024 3:17:52 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

I want to object of the building of Parkside Fountain Valley. These small businesses would get taken down so big cooperations can make money. I don't know if you're familiar with the area but Warner is a highly traveled street so adding 72+ tenants to an already busy area would congest this area like no other. Also, I have a daughter and a family filled with women, I'd rather not have the potential for people to peer down in our backyard.

Sent from Yahoo Mail for iPhone

On Friday, June 7, 2024, 2:19 PM, Cheyenne Clark <cheyenneclark15@yahoo.com> wrote:

> I am notifying my objection to the building of project Parkside Fountain Valley at 8550 Warner Ave.
>
> Thank you,
> Cheyenne Naglich
>
> Sent from my iPhone

From: Connie Clark
To: Steven Ayers; Rick Miller
Cc: Kim Constantine; Ted Bui; Jim Cunneen
Subject: Apartment Building at 8550 Warner Avenue — project Parkside Fountain Valley
Date: Tuesday, June 11, 2024 5:21:04 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

This email is to register my strong opposition to the planned apartment building referenced above. My house is on Santa Isabel St. It is inconceivable to me that you would consider building a multi-story building in that tiny space overlooking my backyard which would virtually destroy the Tamara neighborhood, my house, as well as the others on my street. Pure insanity!
I hope you will stop this project asap.
A suggestion, given the name it might make more sense to build it on Mile Square Park.

Sincerely,
Constance Clark

Sent from my iPhone

From:	jeannie.lombardo@verizon.net
To:	Steven Ayers; Kim Constantine; Ted Bui; Jim Cunneen; Glenn Grandis; Patrick Harper
Subject:	Parkside Fountain Valley project
Date:	Wednesday, June 26, 2024 2:01:25 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Greetings,

I am writing to address the construction of this high density housing project at 8550 Warner Avenue, extremely close to my home.

I understand the need to build more housing and do not object to that entirely, but would like to know how the increased traffic will be addressed. Turning left from Bressel Lane to Warner Avenue is already quite challenging. With 72 added units across the street, it will be nearly impossible. I anticipate that I will need to switch grocery shopping from Smart & Final to Stater Bros., so I can turn right instead of left. And if I want to take the 405 south, I'll have to U-turn at Newland.

Have you considered protected turning lanes similar to those in front of Ocean View High School? That might be worth exploring.

Thank you for considering my opinion.

Jean Lombardo, Resident for 36+ years at 16962 Bressel Ln, HB

From: Charles Baker
To: Steven Ayers
Subject: 8550 Warner Avenue project information...
Date: Wednesday, February 21, 2024 5:01:03 PM

Hi Steven,

Thanks for receiving my email regarding the 72 unit apartment building that is planning to be built behind my house. The commercial property at 8550 Warner Avenue I heard was going to be re-zoned to put in a 72 unit apartment complex. Could you have a meeting, and include me, to discuss this proposed project, what stage in the planning it is at, and allow discussions with the existing residents that will be impacted by the change of use of this property.

Thanks again,

Eddie Baker
714-655-0001
ebaker@me.com

RESOLUTION NO. 26-07

A RESOLUTION OF THE FOUNTAIN VALLEY PLANNING COMMISSION RECOMMENDING THE CITY COUNCIL DENY GENERAL PLAN AMENDMENT NO. 23-01 TO CHANGE THE GENERAL PLAN LAND USE MAP DESIGNATION FROM GENERAL COMMERCIAL TO HIGH DENSITY RESIDENTIAL AND ZONING MAP AMENDMENT NO. 436 TO CHANGE THE ZONING MAP DESIGNATION FROM C1-LOCAL BUSINESS TO R4-HIGH DENSITY MULTIPLE DWELLING FOR THE 72-UNIT PARKSIDE FV DEVELOPMENT LOCATED ON A 2.119-ACRE SITE AT 8850 WARNER AVENUE

WHEREAS, an application for General Plan Amendment No. 23-01 ("GPA 23-01") to change the General Plan Land Use Map Designation from General Commercial to High Density Residential and Zoning Map Amendment No. 436 ("ZMA 436") to change the Zoning Map Designation from C1-Local Business to R4-High Density Multiple Dwelling was submitted by Robert Franklin ("Applicant"), on behalf of FV Center, LP, for the 72-unit Parkside FV development located on a 2.119-acre site at 8550 Warner Avenue ("Project"); and

WHEREAS, FV Center, LP ("Owner"), is the owner of the Site at 8550 Warner Avenue (APN # 167-361-17), which is formally described in the legal description attached hereto as "Exhibit A" ("Site"); and

WHEREAS, the Fountain Valley Planning Commission considered said application at its noticed public hearing on March 25, 2026; and

WHEREAS, the City has complied with the requirements of the Government Code Section 65300 et seq., the current State of California General Plan Guidelines, and the City's applicable ordinances with respect to review and consideration of the proposed Project, including the General Plan and Zoning Map Amendments (together "Amendments"); and

WHEREAS, the Planning Commission also considered Precise Plan No. 577 and Conditional Use Permit No. 1929 in a separate action, as contained in Resolution 26-06, at its noticed public hearing on March 25, 2026; and

WHEREAS, the Fountain Valley Planning Commission considered GPA 23-01 and ZMA 436 at its noticed public hearing on March 25, 2026; and

WHEREAS, testimony was received from the public regarding the proposed Project; and

WHEREAS, the Planning Commission considered all evidence and testimony read at the public hearing; and

WHEREAS, on March 25, 2026, the Planning Commission, by a vote of 4-1, recommended that the City Council deny GPA 23-01 and ZMA 436 and directed Staff to return with a resolution memorializing the denial; and

WHEREAS, the Planning Commission has determined that the proposed GPA 23-01 and ZMA 436 are not consistent with the Fountain Valley General Plan.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1

The Planning Commission finds that due notice of the public hearing in the Council Chambers, City Hall, 10200 Slater Avenue, was given as required by the FVMC, Title 21, and the Statutes of the State of California.

SECTION 2

Pursuant to CEQA Section 15270, CEQA does not apply to projects which a public agency rejects or disapproves.

SECTION 3

Findings and Supporting Facts: The Planning Commission finds that the Project meets the criteria for a General Plan Map Amendment, a Zoning Map Amendment, and a Code Amendment found in Chapter 21.34 of the FVMC as follows:

1. The proposed Amendments ensure and maintain internal consistency with the actions, goals, objectives and policies of the general plan, and would not create any inconsistencies with this title, in the case of a title amendment.

   The proposed Project would fail to meet the General Plan Goal LU-1 – An arrangement of compatible land uses that protects and maintains attractive and safe neighborhoods while promoting dynamic activity centers and preserving conventional commercial and industrial uses by failing to meet Policy LU-1.1 and Policy LU-1.2 as noted below.

   The proposed Project would fail to meet Policy LU-1.1 of General Plan Goal LU-1: Land Use compatibility and viability – Require that new development is located, scaled, buffered, and designed to minimize negative impacts on existing conforming uses and adjacent neighborhoods. Require that new residential developments are located, scaled, buffered, and designed so as to not hinder the economic viability and continuity of areas planned for nonresidential uses.

   Also, the proposed Project would fail to meet Policy LU-1.2 of General Plan Goal LU-1: Land Use Plan consistency – Consider proposed development that is consistent with the Land Use Plan (i.e., it does not require a change in Land Use Designations), to be generally compatible and consistent with surrounding land uses and a community's identity.

   Additionally, the proposed Project would fail to meet the General Plan Goal LU-3 – Neighborhoods, places, and buildings that are well maintained, demonstrate pride and reinvestment, and reinforce a sense of community by failing to meet Policy LU-3.2 as noted below.

   The proposed Project would fail to meet Policy LU-3.2 of General Plan Goal LU-3: Scale and character – Ensure that all new development is compatible with the scale and character of the surrounding neighborhoods in Fountain Valley.

The proximity of the Project to, and proposed high density of the Project, would not be compatible with the surrounding low density single-family residential uses, would provide too much of a drastic transition between adjacent land use density (low density residential immediately adjacent to high density residential), and would not be designed to minimize negative impacts on existing conforming uses and adjacent neighborhoods. The proposed change in land use from commercial to high density residential would negatively affect the economic viability and continuity of the site, an area planned for nonresidential uses. Additionally, the Project would not be consistent with the established Land Use Plan and would therefore not be compatible and consistent with surrounding land uses and the community's identity. Also, the scale and character of the Project would not be compatible with the scale and character of the surrounding neighborhoods which are comprised of one-story low density single-family homes with second story elements to the south, a one-story low density single-family home neighborhood in the City of Huntington Beach to the north with only 7 out of 37 homes with second story elements, and commercial uses to the west.

Lastly, the Project Site is not listed as an opportunity site in the Housing Element to meet the Regional Housing Needs Assessment (RHNA) allocation of 4,839 units within the 2021-2029 Planning Period. The development of the Housing Element, including the inclusion of the opportunity sites to help the city meet its RHNA target, began in 2019 and concluded on October 4, 2022, when the City Council adopted Resolution No. 9853 approving the 2021-2029 Housing Element. When the Proposed Project was submitted to the city under a preliminary review application on August 15, 2022, selection and analysis of the opportunity sites had already been completed.

Rezoning a property for housing that is not listed as an opportunity site or within the sites inventory of a city's approved Housing Element presents significant challenges as there is no "by-right" path to approval, the Zoning and General Plan changes are subject to City Council discretion, and the proposed change disrupts the city's pre-approved plan for meeting RHNA requirements. The existing Housing Element sufficiently plans for the RHNA Allocation of 4,839 units without the Project. The Housing Element of the Fountain Valley General Plan identifies and establishes the City's strategy for the maintenance and development of housing to meet the needs of existing and future residents. Within the Housing Element, nine (9) opportunity sites are identified to help reach the City's RHNA allocation of 4,839 units. Additionally, with State HCD's blessing, within the approved RHNA allocation, the city has planned for 384 accessory dwelling units. As of April 1, 2026, there have been 290 ADU's built and the city anticipates reaching the projected number of ADU's by the end of next year, much earlier than anticipated by 2029. Therefore, sufficient planning and growth toward achieving the RHNA allocation by 2029 has been addressed. Additionally, AB 1397 (2017) restricts the re-use of "opportunity sites" from previous planning periods if they were not developed with housing. Also, SB 166 requires that a jurisdiction maintain adequate sites to meet their RHNA at all times. If a site fails to develop, the municipality must find a replacement site to meet their requirements. For all these reasons, the city wishes to promote development of the sites that are identified as opportunity sites in the Housing Element and not promote development of sites that are not identified as opportunity sites in the Housing Element.

2. The proposed Amendments would not be detrimental to the public convenience, health, interest, safety or welfare of the city.

The proposed project would be detrimental to the welfare of the adjacent properties. The proximity of the Project to, and proposed high density of the Project, would not be compatible with the surrounding low density single-family residential uses, would provide too much of a drastic transition between adjacent land use density (low density residential immediately adjacent to high density residential), and would not be designed to minimize negative impacts on existing conforming uses and adjacent neighborhoods. The proposed change in land use from commercial to high density residential would negatively affect the economic viability and continuity of the site, an area planned for nonresidential uses. Additionally, the Project would not be consistent with the established Land Use Plan and would therefore not be compatible and consistent with surrounding land uses and the community's identity. Also, the scale and character of the Project would not be compatible with the scale and character of the surrounding neighborhoods which are comprised of one-story low density single-family homes with second story elements to the south, a one-story low density single-family home neighborhood in the City of Huntington Beach to the north with only 7 out of 37 homes with second story elements, and commercial uses to the west.

3. The proposed project has been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA) and the city's environmental review procedures.

   Pursuant to CEQA Section 15270, CEQA does not apply to projects which a public agency rejects or disapproves.

4. Additional Finding for Zoning Map Amendments. The site(s) is/are physically suitable (including access, provision of utilities, compatibility with adjoining land uses and absence of physical constraints) for the requested zoning designation(s) and anticipated land use development(s).

   Although public access, facilities, and utilities would be adequately provided to the Project as depicted in the MND, the subject site would not physically be suitable for the type and density/intensity of the use being proposed and therefore would not be compatible with adjoining land uses. The proximity of the Project to, and proposed high density of the Project, would not be compatible with the surrounding low density single-family residential uses, would provide too much of a drastic transition between adjacent land use density (low density residential immediately adjacent to high density residential), and would not be designed to minimize negative impacts on existing conforming uses and adjacent neighborhoods. The proposed change in land use from commercial to high density residential would negatively affect the economic viability and continuity of the site, an area planned for nonresidential uses. Additionally, the Project would not be consistent with the established Land Use Plan and would therefore not be compatible and consistent with surrounding land uses and the community's identity. Also, the scale and character of the Project would not be compatible with the scale and character of the surrounding neighborhoods which are comprised of one-story low density single-family homes with second story elements to the south, a one-story low density single-family home neighborhood in the City of Huntington Beach to the north with only 7 out of 37 homes with second story elements, and commercial uses to the west.

SECTION 4

The Planning Commission finds that the Amendments noted in GPA 23-01 and ZMA 436 are

not consistent with the Fountain Valley Municipal Code, as well as the Fountain Valley General Plan.

SECTION 5

NOW, THEREFORE, BE IT FURTHER RESOLVED, PURSUANT TO THE ABOVE FINDINGS, that the Planning Commission recommends the City Council deny General Plan Amendment No. 23-01 to change the General Plan Land Use Map Designation from General Commercial to High Density Residential and Zoning Map Amendment No. 436 to change the Zoning Map Designation from C1-Local Business to R4-High Density Multiple Dwelling for the 72-unit Parkside FV development located on a 2.119-acre site at 8550 Warner Avenue.

PASSED, APPROVED AND ADOPTED THIS 8TH DAY OF APRIL, 2026

_____ _____

Chairman Secretary

ATTACHED: "EXHIBIT A"

Exhibit A

Legal Description

A.P.N.: 167-361-17

The Land referred to herein below is situated in the City of Fountain Valley, County of Orange, State of California, and is described as follows:

PARCEL NO. 1, AS SHOWN ON A MAP RECORDED IN BOOK 131, PAGES 46 AND 47 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN ALL OIL, GAS, MINERALS, AND HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND, BUT WITHOUT THE RIGHT OF ENTRY UPON ANY PORTION OF THE SURFACE OF SAID LAND FOR REMOVING OR MARKETING SAID SUBSTANCES, AS RESERVED IN THE DEED FROM C.C. BREADING AND WIFE, RECORDED JULY 15, 1955 IN BOOK 3139, PAGE 583, OFFICIAL RECORDS.

RESOLUTION NO. 26-06

A RESOLUTION OF THE FOUNTAIN VALLEY PLANNING COMMISSION DENYING PRECISE PLAN NO. 577 AND CONDITIONAL USE PERMIT NO. 1929 TO CONSTRUCT A 72-UNIT APARTMENT COMPLEX DEVELOPMENT IN A NEW 76,076 SQUARE FOOT THREE-STORY BUILDING AND AN 800 SQUARE FOOT ONE-STORY CLUBHOUSE BUILDING AND SURFACE PARKING LOT FOR THE PARKSIDE FV DEVELOPMENT LOCATED ON A 2.119-ACRE SITE AT 8550 WARNER AVENUE

WHEREAS, an application for Precise Plan No. 577 ("PP 577") and Conditional Use Permit No. 1929 ("CUP 1929") was submitted by Robert Franklin ("Applicant"), on behalf of FV Center, LP, to construct a 72-unit apartment complex development in a new 76,076 square foot three-story building and an 800 square foot one-story clubhouse building and surface parking lot for the Parkside FV development located on a 2.119-acre site at 8550 Warner Avenue ("Project"); and

WHEREAS, FV Center, LP ("Owner"), is the owner of the Site at 8550 Warner Avenue (APN # 167-361-17), which is formally described in the legal description attached hereto as "Exhibit A" ("Site"); and

WHEREAS, the Fountain Valley Planning Commission considered said application at its noticed public hearing on March 25, 2026; and

WHEREAS, testimony was received from the public regarding the proposed Project; and

WHEREAS, the Planning Commission considered all evidence and testimony read at the public hearing; and

WHEREAS, on March 25, 2026, the Planning Commission, by a vote of 4-1, denied Precise Plan No. 577 and Conditional Use Permit No. 1929 and directed Staff to return with a resolution memorializing the denial; and

WHEREAS, the Planning Commission has determined that the proposed Precise Plan and Conditional Use Permit are not consistent with the Fountain Valley General Plan.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1

The Planning Commission finds that due notice of the public hearings in the Council Chambers, City Hall, 10200 Slater Avenue, was given as required by the Fountain Valley Municipal Code (FVMC), Title 21, and the Statutes of the State of California.

SECTION 2

Findings and Supporting Facts: In order to approve a Precise Plan, the Planning Commission must find that the following findings of fact can be made in a positive manner:

1. The design and layout of the proposed development would:

   a. Be consistent with the actions, goals, objectives, and policies of the general plan, any applicable specific plan, and the development and design standards/guidelines of the C1 zoning district.

      The proposed Project would fail to meet the General Plan Goal LU-1 – An arrangement of compatible land uses that protects and maintains attractive and safe neighborhoods while promoting dynamic activity centers and preserving conventional commercial and industrial uses by failing to meet Policy LU-1.1 and Policy LU-1.2 as noted below.

      The proposed Project would fail to meet Policy LU-1.1 of General Plan Goal LU-1: Land Use compatibility and viability – Require that new development is located, scaled, buffered, and designed to minimize negative impacts on existing conforming uses and adjacent neighborhoods. Require that new residential developments are located, scaled, buffered, and designed so as to not hinder the economic viability and continuity of areas planned for nonresidential uses.

      Also, the proposed Project would fail to meet Policy LU-1.2 of General Plan Goal LU-1: Land Use Plan consistency – Consider proposed development that is consistent with the Land Use Plan (i.e., it does not require a change in Land Use Designations), to be generally compatible and consistent with surrounding land uses and a community's identity.

      Additionally, the proposed Project would fail to meet the General Plan Goal LU-3 – Neighborhoods, places, and buildings that are well maintained, demonstrate pride and reinvestment, and reinforce a sense of community by failing to meet Policy LU-3.2 as noted below.

      The proposed Project would fail to meet Policy LU-3.2 of General Plan Goal LU-3: Scale and character – Ensure that all new development is compatible with the scale and character of the surrounding neighborhoods in Fountain Valley.

      The proximity of the Project to, and proposed high density of the Project, would not be compatible with the surrounding low density single-family residential uses, would provide too much of a drastic transition between adjacent land use density (low density residential immediately adjacent to high density residential), and would not be designed to minimize negative impacts on existing conforming uses and adjacent neighborhoods. The proposed change in land use from commercial to high density residential would negatively affect the economic viability and continuity of the site, an area planned for nonresidential uses. Additionally, the Project would not be consistent with the established Land Use Plan and would

therefore not be compatible and consistent with surrounding land uses and the community's identity. Also, the scale and character of the Project would not be compatible with the scale and character of the surrounding neighborhoods which are comprised of one-story low density single-family homes with second story elements to the south, a one-story low density single-family home neighborhood in the City of Huntington Beach to the north with only 7 out of 37 homes with second story elements, and commercial uses to the west.

Lastly, the Project Site is not listed as an opportunity site in the Housing Element to meet the Regional Housing Needs Assessment (RHNA) allocation of 4,839 units within the 2021-2029 Planning Period. The development of the Housing Element, including the inclusion of the opportunity sites to help the city meet its RHNA target, began in 2019 and concluded on October 4, 2022, when the City Council adopted Resolution No. 9853 approving the 2021-2029 Housing Element. When the Proposed Project was submitted to the city under a preliminary review application on August 15, 2022, selection and analysis of the opportunity sites had already been completed.

Rezoning a property for housing that is not listed as an opportunity site or within the sites inventory of a city's approved Housing Element presents significant challenges as there is no "by-right" path to approval, the Zoning and General Plan changes are subject to City Council discretion, and the proposed change disrupts the city's pre-approved plan for meeting RHNA requirements. The existing Housing Element sufficiently plans for the RHNA Allocation of 4,839 units without the Project. The Housing Element of the Fountain Valley General Plan identifies and establishes the City's strategy for the maintenance and development of housing to meet the needs of existing and future residents. Within the Housing Element, nine (9) opportunity sites are identified to help reach the City's RHNA allocation of 4,839 units. Additionally, with State HCD's blessing, within the approved RHNA allocation, the city has planned for 384 accessory dwelling units. As of April 1, 2026, there have been 290 ADU's built and the city anticipates reaching the projected number of ADU's by the end of next year, much earlier than anticipated by 2029. Therefore, sufficient planning and growth toward achieving the RHNA allocation by 2029 has been addressed. Additionally, AB 1397 (2017) restricts the re-use of "opportunity sites" from previous planning periods if they were not developed with housing. Also, SB 166 requires that a jurisdiction maintain adequate sites to meet their RHNA at all times. If a site fails to develop, the municipality must find a replacement site to meet their requirements. For all these reasons, the city wishes to promote development of the sites that are identified as opportunity sites in the Housing Element and not promote development of sites that are not identified as opportunity sites in the Housing Element.

b. Not interfere with the use and enjoyment of neighboring, existing or future developments, and would not create traffic or pedestrian hazards.

The proximity of the Project to, and proposed high density of the Project, would not be compatible with the surrounding low density single-family residential uses, would provide too much of a drastic transition between adjacent land use density

(low density residential immediately adjacent to high density residential), and would not be designed to minimize negative impacts on existing conforming uses and adjacent neighborhoods. The proposed change in land use from commercial to high density residential would negatively affect the economic viability and continuity of the site, an area planned for nonresidential uses. Additionally, the Project would not be consistent with the established Land Use Plan and would therefore not be compatible and consistent with surrounding land uses and the community's identity. Also, the scale and character of the Project would not be compatible with the scale and character of the surrounding neighborhoods which are comprised of one-story low density single-family homes with second story elements to the south, a one-story low density single-family home neighborhood in the City of Huntington Beach to the north with only 7 out of 37 homes with second story elements, and commercial uses to the west. As noted in the Mitigated Negative Declaration prepared for the Project, the Project would not create any traffic or pedestrian hazards. The Project is anticipated to generate 31 am peak hour trips and 37 pm peak hour trips and a total of 471 average daily traffic. Additionally, the Project is screened from VMT as it is located within a low VMT generating area. Additionally, the Project will include the relocation of the nearby bus stop 115 feet east to directly in front of the Project. With that said, public testimony and Planning Commissions concerns noted that Project traffic was still a concern. The reasons indicated above would interfere with the use and enjoyment of neighboring, existing or future developments, and may create traffic or pedestrian hazards.

c. Provide a desirable environment for its occupants and visiting public as well as its neighbors through good/proper aesthetic use of materials, texture and color, and would remain aesthetically appealing and retain an appropriate level of maintenance.

The proposed Project would use a variety of building materials and the proposed architecture of the Project would be fully finished on all elevations of the buildings.

2. The architectural design of the proposed structure(s) would be compatible with the character of the surrounding neighborhood and would maintain and enhance the attractive, harmonious, and orderly development contemplated by the actions, goals, objectives, and policies of the general plan, any applicable specific plan, and this chapter.

The proposed Project would involve the demolition of a 18,782 square foot building and site area that would be replaced with a new 76,076 square foot three-story building, and an 800 square foot one-story clubhouse building, and site improvements. Although a new contemporary architectural design is proposed for the property, the scale of the Project would not comply with General Plan Policy LU-1.1 of General Plan Goal LU-1: Land Use compatibility and viability, Policy LU-1.2 of General Plan Goal LU-1: Land Use Plan consistency, and General Plan Policy LU-3.2 of General Plan Goal LU-3: Scale and character. The proximity of the Project to, and proposed high density of the Project, would not be compatible with the surrounding low density single-family residential uses, would provide too much of a drastic transition between

adjacent land use density (low density residential immediately adjacent to high density residential), and would not be designed to minimize negative impacts on existing conforming uses and adjacent neighborhoods. The proposed change in land use from commercial to high density residential would negatively affect the economic viability and continuity of the site, an area planned for nonresidential uses. Additionally, the Project would not be consistent with the established Land Use Plan and would therefore not be compatible and consistent with surrounding land uses and the community's identity. Also, the scale and character of the Project would not be compatible with the scale and character of the surrounding neighborhoods which are comprised of one-story low density single-family homes with second story elements to the south, a one-story low density single-family home neighborhood in the City of Huntington Beach to the north with only 7 out of 37 homes with second story elements, and commercial uses to the west.

3. The proposed development would not:

   a. Be detrimental to the public convenience, health, interest, safety, or welfare, or materially injurious to the properties or improvements in the immediate vicinity.

      The proposed project would be detrimental to the welfare of the adjacent properties. The proximity of the Project to, and proposed high density of the Project, would not be compatible with the surrounding low density single-family residential uses, would provide too much of a drastic transition between adjacent land use density (low density residential immediately adjacent to high density residential), and would not be designed to minimize negative impacts on existing conforming uses and adjacent neighborhoods. The proposed change in land use from commercial to high density residential would negatively affect the economic viability and continuity of the site, an area planned for nonresidential uses. Additionally, the Project would not be consistent with the established Land Use Plan and would therefore not be compatible and consistent with surrounding land uses and the community's identity. Also, the scale and character of the Project would not be compatible with the scale and character of the surrounding neighborhoods which are comprised of one-story low density single-family homes with second story elements to the south, a one-story low density single-family home neighborhood in the City of Huntington Beach to the north with only 7 out of 37 homes with second story elements, and commercial uses to the west.

   b. Substantially depreciate property values in the immediate vicinity or interfere with the use or enjoyment of property in the surrounding neighborhood, because of excessive dissimilarity or inappropriateness of design in relation to the surrounding neighborhood.

      Property values of the single-family homes to the south could potentially suffer due to the change in land use and density of the Project. The proposed Project would not be consistent with General Plan Policy LU-1.1 of General Plan Goal LU-1: Land Use compatibility and viability, Policy LU-1.2 of General Plan Goal LU-1: Land Use Plan consistency, and and General Plan Policy LU-3.2 of General Plan Goal LU-3: Scale and character. The proximity of the Project to, and proposed high density

of the Project, would not be compatible with the surrounding low density single-family residential uses, would provide too much of a drastic transition between adjacent land use density (low density residential immediately adjacent to high density residential), and would not be designed to minimize negative impacts on existing conforming uses and adjacent neighborhoods. The proposed change in land use from commercial to high density residential would negatively affect the economic viability and continuity of the site, an area planned for nonresidential uses. Additionally, the Project would not be consistent with the established Land Use Plan and would therefore not be compatible and consistent with surrounding land uses and the community's identity. Also, the scale and character of the Project would not be compatible with the scale and character of the surrounding neighborhoods which are comprised of one-story low density single-family homes with second story elements to the south, a one-story low density single-family home neighborhood in the City of Huntington Beach to the north with only 7 out of 37 homes with second story elements, and commercial uses to the west.

4. The proposed project has been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA) and the City's Environmental Review Procedures.

   Pursuant to CEQA Section 15270, CEQA does not apply to projects which a public agency rejects or disapproves.

SECTION 3

Findings and Supporting Facts: - In order to approve a Conditional Use Permit, the Planning Commission must find that the following findings of fact can be made in a positive manner:

1. The proposed use is allowed within the respective zoning district with the approval of a Conditional Use Permit and complies with all other applicable provisions of the Development Code and the Municipal Code.

   The proposed project includes entitlement applications to amend the General Plan Land Use Map from General Commercial to High Density Residential through General Plan Amendment No. 23-01 ("GPA 23-01") and amend the Zoning Map from C1-Local Business to R4-High Density Multiple Dwelling through Zoning Map Amendment No. 436 ("ZMA 436"). With the approval of these entitlements, the proposed use of multifamily dwellings is an allowed use in the R4 zoning district subject to the Planning Commission's approval of a Conditional Use Permit. Without the approval of GPA 23-01 and ZMA 436, the proposed use is not permitted in the C1 zone.

2. The proposed use is consistent with the actions, goals, objectives, and policies of the General Plan and any applicable specific plan.

   The proposed Project would fail to meet the General Plan Goal LU-1 – An arrangement of compatible land uses that protects and maintains attractive and safe neighborhoods while promoting dynamic activity centers and preserving conventional commercial and industrial uses by failing to meet Policy LU-1.1 and Policy LU-1.2 as noted below.

The proposed Project would fail to meet Policy LU-1.1 of General Plan Goal LU-1: Land Use compatibility and viability – Require that new development is located, scaled, buffered, and designed to minimize negative impacts on existing conforming uses and adjacent neighborhoods. Require that new residential developments are located, scaled, buffered, and designed so as to not hinder the economic viability and continuity of areas planned for nonresidential uses.

Also, the proposed Project would fail to meet Policy LU-1.2 of General Plan Goal LU-1: Land Use Plan consistency – Consider proposed development that is consistent with the Land Use Plan (i.e., it does not require a change in Land Use Designations), to be generally compatible and consistent with surrounding land uses and a community's identity.

Additionally, the proposed Project would fail to meet the General Plan Goal LU-3 – Neighborhoods, places, and buildings that are well maintained, demonstrate pride and reinvestment, and reinforce a sense of community by failing to meet Policy LU-3.2 as noted below.

The proposed Project would fail to meet Policy LU-3.2 of General Plan Goal LU-3: Scale and character – Ensure that all new development is compatible with the scale and character of the surrounding neighborhoods in Fountain Valley.

The proximity of the Project to, and proposed high density of the Project, would not be compatible with the surrounding low density single-family residential uses, would provide too much of a drastic transition between adjacent land use density (low density residential immediately adjacent to high density residential), and would not be designed to minimize negative impacts on existing conforming uses and adjacent neighborhoods. The proposed change in land use from commercial to high density residential would negatively affect the economic viability and continuity of the site, an area planned for nonresidential uses. Additionally, the Project would not be consistent with the established Land Use Plan and would therefore not be compatible and consistent with surrounding land uses and the community's identity. Also, the scale and character of the Project would not be compatible with the scale and character of the surrounding neighborhoods which are comprised of one-story low density single-family homes with second story elements to the south, a one-story low density single-family home neighborhood in the City of Huntington Beach to the north with only 7 out of 37 homes with second story elements, and commercial uses to the west.

Lastly, the Project Site is not listed as an opportunity site in the Housing Element to meet the Regional Housing Needs Assessment (RHNA) allocation of 4,839 units within the 2021-2029 Planning Period. The development of the Housing Element, including the inclusion of the opportunity sites to help the city meet its RHNA target, began in 2019 and concluded on October 4, 2022, when the City Council adopted Resolution No. 9853 approving the 2021-2029 Housing Element. When the Proposed Project was submitted to the city under a preliminary review application on August 15, 2022, selection and analysis of the opportunity sites had already been completed.

Rezoning a property for housing that is not listed as an opportunity site or within the sites inventory of a city's approved Housing Element presents significant challenges as there is no "by-right" path to approval, the Zoning and General Plan changes are subject to City Council discretion, and the proposed change disrupts the city's pre-approved plan for meeting RHNA requirements. The existing Housing Element sufficiently plans for the RHNA Allocation of 4,839 units without the Project. The Housing Element of the Fountain Valley General Plan identifies and establishes the City's strategy for the maintenance and development of housing to meet the needs of existing and future residents. Within the Housing Element, nine (9) opportunity sites are identified to help reach the City's RHNA allocation of 4,839 units. Additionally, with State HCD's blessing, within the approved RHNA allocation, the city has planned for 384 accessory dwelling units. As of April 1, 2026, there have been 290 ADU's built and the city anticipates reaching the projected number of ADU's by the end of next year, much earlier than anticipated by 2029. Therefore, sufficient planning and growth toward achieving the RHNA allocation by 2029 has been addressed. Additionally, AB 1397 (2017) restricts the re-use of "opportunity sites" from previous planning periods if they were not developed with housing. Also, SB 166 requires that a jurisdiction maintain adequate sites to meet their RHNA at all times. If a site fails to develop, the municipality must find a replacement site to meet their requirements. For all these reasons, the city wishes to promote development of the sites that are identified as opportunity sites in the Housing Element and not promote development of sites that are not identified as opportunity sites in the Housing Element.

3. The design, location, shape, size, and operating characteristics of the proposed use are compatible with the existing and future land uses in the vicinity.

   The design, location, shape, size, and operating characteristics of the proposed use would not be compatible with the existing and future land uses in the vicinity. The proximity of the Project to, and proposed high density of the Project, would not be compatible with the surrounding low density single-family residential uses, would provide too much of a drastic transition between adjacent land use density (low density residential immediately adjacent to high density residential), and would not be designed to minimize negative impacts on existing conforming uses and adjacent neighborhoods. The proposed change in land use from commercial to high density residential would negatively affect the economic viability and continuity of the site, an area planned for nonresidential uses. Additionally, the Project would not be consistent with the established Land Use Plan and would therefore not be compatible and consistent with surrounding land uses and the community's identity. Also, the scale and character of the Project would not be compatible with the scale and character of the surrounding neighborhoods which are comprised of one-story low density single-family homes with second story elements to the south, a one-story low density single-family home neighborhood in the City of Huntington Beach to the north with only 7 out of 37 homes with second story elements, and commercial uses to the west.

4. The subject site is physically suitable for the type and density/intensity of use being proposed including the provision of public access (e.g., width and pavement type), facilities, and utilities (e.g., drainage, fire protection, sewers, water), shape, size, the absence of physical constraints, and compatibility with adjoining land uses.

Although public access, facilities, and utilities would be adequately provided to the Project as depicted in the MND, the subject site would not physically be suitable for the type and density/intensity of the use being proposed and therefore would not be compatible with adjoining land uses. The proximity of the Project to, and proposed high density of the Project, would not be compatible with the surrounding low density single-family residential uses, would provide too much of a drastic transition between adjacent land use density (low density residential immediately adjacent to high density residential), and would not be designed to minimize negative impacts on existing conforming uses and adjacent neighborhoods. The proposed change in land use from commercial to high density residential would negatively affect the economic viability and continuity of the site, an area planned for nonresidential uses. Additionally, the Project would not be consistent with the established Land Use Plan and would therefore not be compatible and consistent with surrounding land uses and the community's identity. Also, the scale and character of the Project would not be compatible with the scale and character of the surrounding neighborhoods which are comprised of one-story low density single-family homes with second story elements to the south, a one-story low density single-family home neighborhood in the City of Huntington Beach to the north with only 7 out of 37 homes with second story elements, and commercial uses to the west.

5. Granting the Conditional Use Permit would not be detrimental to the public convenience, health, interest, safety, or welfare, or injurious to persons, property, or improvements in the vicinity and zoning district in which the property is located.

   The proposed project would be detrimental to the welfare of the adjacent properties. The proximity of the Project to, and proposed high density of the Project, would not be compatible with the surrounding low density single-family residential uses, would provide too much of a drastic transition between adjacent land use density (low density residential immediately adjacent to high density residential), and would not be designed to minimize negative impacts on existing conforming uses and adjacent neighborhoods. The proposed change in land use from commercial to high density residential would negatively affect the economic viability and continuity of the site, an area planned for nonresidential uses. Additionally, the Project would not be consistent with the established Land Use Plan and would therefore not be compatible and consistent with surrounding land uses and the community's identity. Also, the scale and character of the Project would not be compatible with the scale and character of the surrounding neighborhoods which are comprised of one-story low density single-family homes with second story elements to the south, a one-story low density single-family home neighborhood in the City of Huntington Beach to the north with only 7 out of 37 homes with second story elements, and commercial uses to the west.

6. The proposed project has been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA) and the City's Environmental Review Procedures.

   Pursuant to CEQA Section 15270, CEQA does not apply to projects which a public agency rejects or disapproves.

7. By signing this Resolution, the applicant has demonstrated his/her understanding of the conditions imposed in the Conditional Use Permit granted to him/her and has agreed on the record to abide by those conditions.

   Not applicable. There are no conditions of approval for this denial of the Precise Plan No. 577 and Conditional Use Permit No. 1929.

SECTION 4

The Planning Commission hereby denies Precise Plan No. 577 and Conditional Use Permit No.1929 to construct a 72-unit apartment complex development in a new 76,076 square foot three-story building and an 800 square foot one-story clubhouse building and surface parking lot for the Parkside FV development located on a 2.119-acre site at 8550 Warner Avenue.

DENIED ON THIS 8TH DAY OF APRIL, 2026

_____ _____

Chairman Secretary

ATTACHED: "EXHIBIT A"

Exhibit A

Legal Description

A.P.N.: 167-361-17

The Land referred to herein below is situated in the City of Fountain Valley, County of Orange, State of California, and is described as follows:

PARCEL NO. 1, AS SHOWN ON A MAP RECORDED IN BOOK 131, PAGES 46 AND 47 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN ALL OIL, GAS, MINERALS, AND HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND, BUT WITHOUT THE RIGHT OF ENTRY UPON ANY PORTION OF THE SURFACE OF SAID LAND FOR REMOVING OR MARKETING SAID SUBSTANCES, AS RESERVED IN THE DEED FROM C.C. BREADING AND WIFE, RECORDED JULY 15, 1955 IN BOOK 3139, PAGE 583, OFFICIAL RECORDS.

RECEIVED
APR 2 0 2026
CITY CLERK

CITY OF FOUNTAIN VALLEY

10200 Slater Avenue, Fountain Valley, California 92708 (714) 593-4445 (714) 593-4551 FAX

TO: CITY CLERK, Rick Miller

FROM: Robert Franklin on behalf of FV Center, L.P.

DATE: April 20, 2026

SUBJECT: **APPEAL OF PLANNING COMMISSION DECISION**

I Robert Franklin, hereby appeal to the City Council, the Planning Commission's determination of April 8, 2026, regarding the following:

Denial of PP 577; CUP 1929; MND and Recommended denial of GPA 23-01; ZMA 436

The specific conditions I am appealing are as follows:

Resolution No.	Condition No.	Description
26-06		Denial of PP 577; CUP 1929; MND
26-07		Recommendation City Council deny GPA 23-01 and ZMA 436

I have also attached a brief summary of my opposition to the determination. - see attached letter dated April 15, 2026 from Counsel

Name of Applicant: Robert Franklin

Street Address: PO Box 1171 City, HB

State and Zip Code: CA 92647

Telephone: 7) 475-8095 Email Address: geographicresearch@gmail.com

Signature of Applicant:

$2734.65	Attached Receipt	4/20/2026
Appeal Fee	Check/Receipt No.	Date

Fees: Resident - $1,364.75/Others - $2,734.65 Bill under Account No. 11.3.31313.1.3669
Fee Updated: October 20, 2025

RECEIVED
APR 20 2026
CITY CLERK

CITY OF FOUNTAIN VALLEY

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Fee Updated: October 20, 2025

City of Fountain Valley, CA
Finance Department
10200 Slater Ave
Fountain Valley, CA 92708-4736
(714) 593-4420
"A Nice Place to Live!"

04/20/2026 10:29AM Luis G.
002316-0035 000050584
Batch processing date 04/20/2026

MISCELLANEOUS
MISC CHARGE (999999)
2026 999999
1 @ $2734.65 $2,734.65

$2,734.65

Subtotal **$2,734.65**
Total **$2,734.65**

CHECK $2,734.65
Check Number3445

Change due **$0.00**

Paid by: THE STELLRECHT COMPANY

Thank you!
Click below to access your account or pay your bill online.

City of Fountain Valley, CA COPY
DUPLICATE RECEIPT

Law Office of
BARBARA MACRI-ORTIZ
P.O. Box 6432
Oxnard, California 93031

Telephone: (805) 486-9665

Facsimile: (805) 487-1409
E-mail: b.macriortiz@verizon.net

April 15, 2026

Rick Miller, City Clerk
City of Fountain Valley
10200 Slater Avenue
Fountain Valley, CA 92708

RE: Appeal of Planning Commission Decisions, Resolutions No. 26-06 & 26-07
8550 Warner Avenue Project (Parkside FV)

Dear Mr. Miller:

I represent the owner and the developer of Parkside Fountain Valley. This letter is written in support of the Applicant, Robert Franklin's Appeal of the Planning Commission's denial of Precise Plan No. 577 and CUP No. 1929; and the Planning Commission's recommendation that the City Council deny General Plan Amendment No. 23-01 and Zoning Map Amendment No. 436.

1. The Denial of Precise Plan No. 577 and CUP No. 1929

The denial of Precise Plan No. 577 and CUP No. 1929 must be overturned, consistent with state law because there was a prejudicial abuse of discretion by the Planning Commission. Such prejudicial abuse of discretion can be established because the Planning Commission's decision is not supported by the findings and the findings are not supported by the evidence. In fact, most of the findings contained in Resolution No. 26-06, were not even raised at the hearing by any of the Commissioners or those who testified.

Resolution No. 26-06 essentially presents a circular argument, i.e. that the Precise Plan and Conditional Use Permit are not consistent with the Fountain Valley General Plan, presumably on the basis that the City Council has yet to decide whether it is appropriate at this point in time to amend the General Plan and Zoning Map to allow for residential

development on a largely vacant commercial site that was constructed in the 1970s. The Planning Commission failed to take into consideration that the commercial market place has changed drastically over the last 50 years, and in particular during the last decade, in response to increased competition from national chains, and increased online sales. The mid-block site location is too small to attract an anchor business. Also, the site is not positioned on the corner of primary arterial streets which would be more attractive and suitable to allow commercial businesses to compete for customers. Additionally, there are ample commercial businesses in the vicinity that are situated more conveniently to attract customers, and these commercial businesses further reduce the site's ability to support viable commercial uses, especially retail uses. Presently 80% of the commercial center is vacant, and retail businesses have given way to services, which do not generate sales taxes. No evidence was presented at the Planning Commission hearing to dispute these facts.

Today's most viable business at the center is the Veterinary Center/Warner Avenue Animal Hospital, which recently renovated its offices. This longstanding business will not be impacted by the residential development except perhaps that it may benefit by the influx of new patients that may be owned by the residents who will choose to live in the new neighboring development.

The Planning Commission's findings in Section 2. 1.a. with respect to General Plan Policies LU-1, LU-1.1, LU-1.2, LU-3, and LU-3.2 are generalized and also not based on any evidence, much less substantial evidence, presented at the hearing. In contrast, the Revised Project Description submitted by the Applicant on January 12, 2025, specifically explains how the project would be consistent with General Plan policies LU-1.1, LU-1.2, LU-1.3, LU-2.1, LU-3.1, LU-3.2, LU-3.5, H-1.1, H-1.2, H-2.1, H-2.3, CM-1.1, OSC-1.1, and PFS-5.1. [See Record of March 25, 2026 Planning Commission Hearing, pp. 60-79].

Particularly egregious, is the Commission's finding that since the site is not listed as an Opportunity Site in the Housing Element to meet the Regional Housing Needs Assessment (RHNA) allocation of 4,839 units within the 2021-2029 Planning Period, it would somehow "disrupt" the City's pre-approved plan for meeting RHNA requirements. That statement evidences a total misunderstanding of Housing Element law. The City has a continuing duty to implement its Housing Element and facilitate ***production*** of the needed housing as set forth in its Housing Element. It should be noted that according to Fountain Valley's Annual Element Progress Report regarding Housing Element Implementation for the period 2021 - 2025, the City had only produced a total of 710

units out of the 4,839 units required to be produced during the 2021 - 2029 RHNA cycle. [See Table B, attached hereto as Exhibit A]. That figure represents a mere 14.7% of the total production needed for the entire 8 year Planning Period, even though the City is already past the half way point in the Planning Period. Obviously, the City is far behind in its efforts to produce sufficient housing for its residents, and thus, Fountain Valley can definitely use all the help it can get to meet its mandated housing production obligations.

HCD required the City to rezone the Opportunity Sites because there was a deficit of sites to accommodate the RHNA. It is anybody's guess how many of those sites will actually be developed with housing during the Planning Period or at all. Apparently, only two of the nine sites are anticipated to be developed during this Planning Period. Furthermore, the fact that the City had to re-zone the Opportunity Sites to receive approval of its Housing Element, cannot possibly lead one to the conclusion that no other site is allowed to assist the City in producing the needed housing. "As noted in the Planning Commission's findings, if a site fails to develop, the municipality must find a replacement site to meet their requirements."

Furthermore, HCD's October 13, 2022, approval letter cautioned the City to timely remove constraints for multifamily housing including reviewing projects with objective standards. [See HCD letter of 10/13/2022, attached hereto as Exhibit B]. I note that it has taken the City three and one half years to present a proposed Objective Standards Code Amendment ("CA 26-03) to the Planning Commission for Approval. That request for Planning Commission Action was made by Deputy City Manager/Community Development Director, Omar Dadabhoy. He requested that the Planning Commission entertain the subject: "Objective Design Standards for Residential and Mixed-Use Projects" at its April 8, 2026, meeting. Clearly action on this item is necessary in order to unlock the Opportunity Sites. Fountain Valley is already four and one half years into this 8 year RHNA cycle with little to show for it. The City certainly can use a little help to achieve its production requirement of 4,839 units by October 15, 2029.

Furthermore, according to HCD's letter dated October 13, 2022, approving Fountain Valley's Housing Element which was adopted on October 4, 2022, the City "must continue timely and effective implementation of all programs" including

> "promoting housing choices and affordability and enhancing various strategies to increase housing choices and affordability in higher resourced and higher income census tracts" through targeted efforts through Programs

1a, 1c, 1d and 1e.".

As part of Program 1a, the City committed to

> "work to identify surplus housing sites to accommodate between 100 and 500 additional units, with a focus on identifying sites in high and highest resource areas. This effort will be undertaken to reduce the likelihood that the City's capacity will fall short during the planning period and ***provide greater flexibility for other opportunity sites.***" [See City of Fountain Valley Housing Element, p. 137; ***Emphasis added***].

The Warner Avenue site is in a high resource area, and its proposed 72 units, including ten very low income units, is definitely compatible with the City's Housing Element and would unquestionably assist the City in meeting its actual RHNA production goals.

Program 1b addresses the City's Density Bonus Ordinance to "[e]ncourage future housing projects to leverage density bonus provisions and provide affordable housing." [See Housing element, p. 138] The City Council now has before it a density bonus project that will provide the City with 10 very low income units in compliance with Program 1.b. of its Housing Element.

Program 1c requires the City to adopt an inclusionary housing ordinance that would lead to 200 to 300 lower income units through new construction in high and highest resource areas, distributed geographically through northern and southern Fountain Valley and in the commercial/industrial transition area. [See Housing Element, p. 139]. The instant project before the City Council would also contribute to the lower income housing goals as stated in Program 1c.

The finding in Section 2.1.a of Resolution 26-06, is nonsensical. There is no evidence in the record that the change in land use from commercial to residential would "negatively affect the economic viability and continuity of the site." In fact the evidence is to the contrary. The finding concedes that the "Project would not create any traffic or pedestrian hazards" and that it is "located within a low VMT generating area." Thus, there is no evidence, much less substantial evidence to support the Commissioners' "concern" that the project "would interfere with the use and enjoyment of neighboring, existing and future developments, and may create traffic or pedestrian hazards." The Commissioners' concern is pure speculation.

The finding in Section 2.1.c concedes that the proposed project would provide a desirable environment for its occupants and visiting public as well as its neighbors through good/proper aesthetic use of materials, texture and color, and would remain aesthetically appealing and retain an appropriate level of maintenance.

There is no evidence in the record to support the finding in Section 2.3.a. that the proposed project "would be detrimental to the public convenience, health, interest, safety or welfare, or materially injurious to the properties or improvements in the immediate vicinity." The Commissioners speculated about a project that may be built approximately one half mile to the north of this project site. Speculation is not evidence and thus, must be discounted.

Nor is there any evidence to support the finding in Section 2.3.b. that the project would "substantially depreciate property values in the immediate vicinity or interfere with the use or enjoyment of property in the surrounding neighborhood, because of excessive dissimilarity or inappropriateness of design in relation to the surrounding neighborhood." Property values in California have been steadily going up for decades, and continue to go up due to the scarcity of available housing. The myth that new affordable housing causes property values to decline has been proven false time and time again.

The findings and supporting Facts in Section 3 of the Resolution concerning approval of the Conditional Use Permit are repetitive of those previously discussed and they suffer from the same infirmities. There simply is no substantial evidence in the record to support any of the findings denying the Conditional Use Permit. Thus, the Conditional Use Permit and the Precise Plan must be approved.

It should also be noted that the City's reliance on California Code of Regulations, Title 14, § 15270 is misplaced. This section is intended to allow an initial screening of projects on the merits for quick disapprovals *prior to the initiation of the CEQA process* where the agency can determine that the project cannot be approved. Here, the City produced a complete Mitigated Negative Declaration ("MND"), with eleven appendices. The 196 page document was thorough, complete and unchallenged. It analyzed and addressed all relevant environmental issues, and contained a Mitigation Monitoring and Reporting Program. No significant issues were identified in the MND, and no issue was raised that would mandate a disapproval of the project. In fact, the MND provides further support for the project's approval. The Planning Commission cannot simply decree by fiat that now that the CEQA review has been completed, it does not apply. It most certainly

applies and the Council must seriously make its determinations in light of this environmental review.

2. The Planning Commission's Recommendation to Deny General Plan Amendment No. 23-01 and Zoning Map Amendment No. 436.

The Planning Commission's Resolution 26-07, recommending denial of the General Plan and Zoning Map amendments just contains a rehash of Resolution 26-06. It suffers from the same problems as explained above, and lacks any credible or substantial evidence to support the denial. In contrast, approval of this development would actually further the goals, objectives and programs contained in the City's General Plan, and in particular, those contained in the City's Housing Element. The City has a mountain to climb to achieve its production goals within the eight year planning period of the 2021 - 2029 Housing Element/RHNA cycle. Rather than denying the Parkside FV project, the City should open its arms and welcome this worthy development and its 72 units, including the 10 very low income units that it is offering the City.

Finding 1 in Section 3 of the Resolution suggests that the City must "require that new development is located, scaled, buffered, and designed to minimize negative impacts on existing conforming uses and adjacent neighborhoods." It should be noted that at least three of the Opportunity Sites referenced in the Housing Element abut low density residential developments, so it cannot be said that high density residential uses should be prohibited within the presence of an adjacent neighborhood. Furthermore, in this case a review of the project plans certainly demonstrates that this project clearly is scaled, buffered and designed to minimize negative impacts on existing conforming uses and the adjacent neighborhood. In keeping with this policy, no windows, patios or balconies will directly face the single family units. The project is well designed as noted in the Finding contained in Section 2.1.c. of Resolution No. 26-06, i.e. the Project provides a desirable environment for its occupants and visiting public as well as its neighbors through good/proper aesthetic use of materials, texture and color, and would remain aesthetically appealing and retain an appropriate level of maintenance.

The Finding in Section 4 is nonsensical. Section 4 states: "The Planning Commission finds that the Amendments noted in GPA 23-01 and ZMA 436 are not consistent with the Fountain Valley Municipal Code, as well as the Fountain Valley General Plan." It goes without saying that the purpose of the General Plan and Zoning Map amendments is precisely to bring the property into conformance with the General Plan and Municipal

Code. As stated above, the Parkside FV development would definitely comply with many of the Housing Element and Land Use policies contained in the General Plan; and thus it will contribute to the implementation of the Housing Element. All that the Applicant requests is that the General Plan be amended to allow high density residential uses on the site, and that the Zoning Map be amended to reflect the change in land use. In so doing, the City Council will actually be allowing this development to contribute to the City's implementation of its own Housing Element, as approved by HCD.

There are good, sufficient and logical reasons why the City Council should approve the General Plan and Zoning Map Amendments. To fail to do so would be considered arbitrary and capricious in light of the facts, including the testimony of Robert Franklin, that the commercial property is over 80% vacant, its structure is outdated, and renovations are not feasible because the ceilings cannot be raised without tearing down the buildings. In today's market it does not make sense to construct offices on the site or even a fast food establishment, as the speaker system would not be compatible with the quiet enjoyment of the neighboring property owners. The bottom line is that the property can no longer survive or thrive under the current land use and zoning.

While the City Council retains discretion to approve or disapprove General Plan and Zoning Map Amendments, it cannot do so in an arbitrary and capricious manner. Here, there is no logical or justifiable reason why Applicant's property was not at least given the opportunity back in 2021 to be rezoned as an Opportunity Site. It makes no logical sense to rezone as Opportunity Sites certain commercial properties that currently have high occupancy rates and that are adjacent to Single Family neighborhoods, while at the same time declining to rezone an unproductive commercial property presumably for the reason that it is adjacent to a Single Family neighborhood.

There is no question that currently the Warner Center, with a vacancy rate of at least 80%, is not generating significant sales tax revenue for the City and that this property has not been reassessed for property tax purposes for at least 50 years. The proposed 72 unit development at 8550 Warner Avenue would significantly increase the property's assessed value, which today stands at $5,713,824. [See Exhibit C, 2025-26 Secured Property Tax Bill]. Once the property is developed according to the plans presented to the Planning Commission, the assessed value will rise to approximately $30,000,000. This project, when developed, will yield a 5.25 times increase in property values, and thus, the City will see a significant increase in property tax revenue. It makes no logical sense that the City Council would turn its back on an opportunity to increase the City's property tax

revenue, especially when the development will also provide needed housing opportunities for 72 Fountain Valley families, including 10 very low income households, who desperately need affordable housing.

Furthermore, Linda S. Congleton, Principal of Linda S. Congleton & Associates, testified before the Planning Commission and presented a Highest-and-Best Use Analysis for the 8550 Warner Center. Based on that evidence and the testimony of the Applicant, it is clear that this property's value has declined and continues to decline due to five key factors, as summarized in Ms. Congleton's Executive Summary. The unrefuted conclusion is that the site's highest-and-best future use would be residential apartments.

If the City Council fails to approve General Plan Amendment 23-01, and Zoning Map Amendment 436, together with Conditional Use Permit No. 1929 and Precise Plan No. 577, it will likely place the Parkside Fountain Valley Development located on a 2.119-acre site at 8550 Warner Avenue on a path that leads to litigation, with one of the specific causes of action being an unconstitutional regulatory taking under the Fifth Amendment to the U.S. Constitution. Regulatory actions, such as denial of these General Plan and Zoning Map Amendments, which severely limit property use, are subject to review and if successful, compensation is typically based on fair market value. It is unclear why the Council would embark on such a path in the circumstances here present, where the City actually needs the production of these 72 units, including the 10 very low income units, in order to fully comply with its obligations under its own Housing Element.

Thank you for your serious consideration of this most important appeal.

Sincerely,

Barbara Macri-Ortiz

cc: Robert Franklin
Paul McDougall, Senior Program Manager, HCD

Enclosures

Exhibit A - Fountain Valley Annual Element Progress Report, Table B
Exhibit B - HCD Approval Letter, dated October 13, 2022
Exhibit C - 2025-26 Secured Property Tax Bill for 8550 Warner Avenue

Jurisdiction	Fountain Valley	
Reporting Year	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.
Please contact HCD if your data is different than the material supplied here

Table B
Regional Housing Needs Allocation Progress
Permitted Units Issued by Affordability

Income Level		1 RHNA Allocation by Income Level	Projection Period Projection Period - 06/30/2021-10/14/2021	2 2021	2022	2023	2024	2025	2026	2027	2028	2029	3 Total Units to Date (all years)	4 Total Remaining RHNA by Income Level
Acutely Low	Deed Restricted		-	-	-	-	-	-	-	-	-	-	-	
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-	-	
Extremely Low	Deed Restricted		-	-	-	-	-	-	-	-	-	-	-	
	Non-Deed Restricted		-	-	11	18	5	11	-	-	-	-	45	
Very Low	Deed Restricted		-	-	-	-	-	-	-	-	-	-	-	
	Non-Deed Restricted	1,307	16	7	12	17	32	12	-	-	-	-	141	1,166
Low	Deed Restricted		-	-	-	-	-	33	-	-	-	-	150	
	Non-Deed Restricted	786	-	-	24	34	36	23	-	-	-	-		636
Moderate	Deed Restricted		-	-	-	-	-	-	-	-	-	-	42	
	Non-Deed Restricted	834	-	-	9	13	12	8	-	-	-	-		792
Above Moderate		1,912	4	2	63	34	31	243	-	-	-	-	377	1,535
Total RHNA		4,839												
Total Units			20	9	119	116	116	330	-	-	-	-	710	4,129

*For years prior to 2025, Acutely Low-Income units are reported within the Extremely Low-Income category

*For jurisdictions that received RHNA determinations for the current cycle prior to the passage of AB 3093 (September 19, 2024):
- You were not allocated Acutely Low-Income and Extremely Low-Income RHNA targets, therefore the allocations in Field 1 are listed as "0"
  - If you wish to set your own targets in these income categories for informational purposes, contact HCD staff at apr@hcd.ca.gov.
- All Acutely Low-Income and Extremely Low-Income units reported during the cycle are counted towards Very-Low Income RHNA progress

*For years prior to 2025, data on deed-restricted vs. non-deed restricted Extremely Low-Income units is approximated from whether the projects reported any deed-restricted Very Low-Income Units. If you wish to edit this historical data for accuracy or have any questions about the data, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

Please Note: Table B does not currently contain data from Table F or Table F2 for prior years. You may login to the APR system to see Table B that contains this data.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

EXHIBIT A

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY GAVIN NEWSOM, *Governor*

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT
2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov

October 13, 2022

Maggie Le, City Manager
City of Fountain Valley
10200 Slater Avenue
Fountain Valley, CA 92708

Dear Maggie Le:

RE: City of Fountain Valley's 6th Cycle (2021-2029) Adopted Housing Element

Thank you for submitting the City of Fountain Valley's (City) housing element adopted on October 4, 2022 and received for review on October 7, 2022, along with technical modifications authorized by Resolution Number 9853. Pursuant to Government Code section 65585, subdivision (h), the California Department of Housing and Community Development (HCD) is reporting the results of its review. Our review was facilitated by conversations with your consultant, Colin Drukker on October 5 and 10, 2022.

HCD is pleased to find the adopted housing element in full compliance with State Housing Element Law (Article 10.6 of the Gov. Code) The adopted element, along with technical modifications, addresses the statutory requirements described in HCD's October 4, 2022 review.

Additionally, the City must continue timely and effective implementation of all programs included but not limited to the following:

- *Promoting Housing Choices and Affordability and Enhancing Housing Mobility in High Resourced Neighborhoods*: The City is implementing various strategies to increase housing choices and affordability in higher resourced and higher income census tracts with a specific focus on the southwest quadrant of the City. This includes targeted efforts through Programs 1a, 1c, 1d, and 1e.

- *Accessory Dwelling Units*: The City is projecting 348 ADUs to accommodate the City's regional housing needs allocation (RHNA) including 310 ADUs for lower-income households. The element proposes a suite of strong actions to ensure the City meets the production and affordability assumptions including reduced fees, proactive outreach, pre-approved plans, financing and monitoring strategies. These actions will be implemented through Program 1d.

EXHIBIT B
page 1 of 2

- *Constraints for Multifamily Housing*: Through Program 3a, the City has committed to removing constraints for multifamily housing including reviewing projects with objective standards and utilizing ministerial or nondiscretionary reviews.

In addition, the element includes Program 1a committing to rezone sites to accommodate the shortfall of 4,013 units including 1,672 units for lower-income households by October 2024. Among other things, the program commits to zoning with densities of 30 units per acre and permit owner-occupied and rental multifamily uses by right for developments in which 20 percent or more of the units are affordable to lower-income households

The City must monitor and report on the results of this and other programs through the annual progress report, required pursuant to Government Code section 65400. Please be aware, Government Code section 65585, subdivision (i) grants HCD authority to review any action or failure to act by a local government that it determines is inconsistent with an adopted housing element or housing element law. This includes failure to implement program actions included in the housing element. HCD may revoke housing element compliance if the local government's actions do not comply with state law.

Several federal, state, and regional funding programs consider housing element compliance as an eligibility or ranking criteria. For example, the CalTrans Senate Bill (SB) 1 Sustainable Communities grant; the Strategic Growth Council and HCD's Affordable Housing and Sustainable Communities programs; and HCD's Permanent Local Housing Allocation consider housing element compliance and/or annual reporting requirements pursuant to Government Code section 65400. With a compliant housing element, the City now meets housing element requirements for these and other funding sources.

HCD appreciates the hard work, diligence, and commitment the housing element update team, including Omar Dababhoy and your consultant, Colin Drukker, provided in the preparation of the City's housing element. HCD wishes the City success in implementing its housing element and looks forward to following its progress the General Plan annual progress reports pursuant to Government Code section 65400. If HCD can provide assistance in implementing the housing element, please contact Sohab Mehmood, of our staff, at sohab.mehmood@hcd.ca.gov.

Sincerely,

Paul McDougall
Senior Program Manager

EXHIBIT B
page 2 of 2

Shari L. Freidenrich, CPA
Orange County Treasurer-Tax Collector
P.O. Box 1438 Santa Ana, CA 92702-1438
601 N. Ross Street, Santa Ana
Office Hours: 8 AM – 5 PM Monday – Friday
Call Center Hours: 9 AM – 5 PM (714) 834-3411 INTERNET COPY
Property Tax Page: TaxBill.octreasurer.gov

2025-26 SECURED PROPERTY TAX BILL

For Fiscal Year Beginning July 1, 2025 and Ending June 30, 2026

0052690-0052690 PDFE 001 1-34-- 832511
ASSESSEE NAME AND ADDRESS ARE NOT AVAILABLE ONLINE PER CA GOV CODE §7928.205

TAX TIPS

- Sign up to receive text or email reminders
- Pay by eCheck — no service fee + emailed receipt
- View online statement, payment history, past bill copies
- View GIS map by clicking map icon on parcel page
- Mailing your payment? Ensure you receive a USPS hand cancelled postmark in order to avoid penalties

Scan QR code to view your specific parcel

PROPERTY LOCATION

8550 WARNER AVE FOUNTAIN VALLEY

OWNER OF RECORD AS OF 12:01 AM, JANUARY 1, 2026

ASSESSEE NAME AND ADDRESS ARE NOT AVAILABLE ONLINE PER CA GOV CODE §7928.205

ASSESSED VALUES & EXEMPTIONS AS OF JANUARY 1, 2025

DESCRIPTION	FULL VALUE	COMPUTED TAX
LAND	4,547,667	
IMPROVEMENTS - BUILDING	1,166,157	
TOTAL VALUES:	5,713,824	72,189.46
TOTAL NET TAXABLE VALUE:	5,713,824	72,189.46

PARCEL NO. (APN)	TAX RATE AREA	1st Installment DUE 11/1/25		2nd Installment DUE 2/1/26		TO PAY BOTH INSTALLMENTS BY 12/10/25
167-361-17	21-002	$36,094.73	+	$36,094.73	=	$72,189.46

IMPORTANT INFORMATION

If you sold this property or no longer own it, you can disregard this bill. Property taxes are the responsibility of the new owner. Contact the Office of the Assessor at (714) 834-2727 regarding ownership changes.

VOTER APPROVED TAXES AND SPECIAL ASSESSMENTS

SERVICE AGENCY	RATE	VALUE	TAXES
BASIC LEVY RATE	1.00000	5,713,824	57,138.24
COAST COMM COLLEGE DIST	.02343	5,713,824	1,338.74
FTN V-BASIC	.02201	5,713,824	1,257.62
HUNTINGTON BCH UNION HS	.02119	5,713,824	1,210.76
METRO WATER D-MWDOC	.00700	5,713,824	399.96
SPECIAL ASSESSMENT CHARGES		PHONE NO.	
VECTOR CONTROL CHG		(800)273-5167	4.80
MOSQ,FIRE ANT ASSMT		(800)273-5167	49.89
MWD WATER STDBY CHG		(866)807-6864	21.38
OC SAN REGIONAL SEWER FEE		(714)593-7281	10,768.07
TOTAL CHARGED	1.07363		72,189.46

F074-453 (2025)

1ST INSTALLMENT RECEIPT_____ DATE_____ EXHIBIT C
2ND INSTALLMENT RECEIPT_____ DATE_____

RETAIN TOP PORTION FOR YOUR RECORDS – IF PAYING BY CHECK, YOUR CANCELLED CHECK IS YOUR RECEIPT OR PAY ONLINE AND RECEIVE AN EMAILED RECEIPT

DETACH AND MAIL STUB WITH 2ND INSTALLMENT IN ENVELOPE PROVIDED
WRITE YOUR PARCEL NO. ON YOUR CHECK

PARCEL NUMBER (APN)	DELINQUENT AFTER
167-361-17	APRIL 10, 2026

ASSESSEE:

ASSESSEE NAME AND ADDRESS ARE NOT AVAILABLE ONLINE
PER CA GOV CODE §7928.205
Make checks payable to: County of Orange

COUNTY OF ORANGE
ATTN: TREASURER-TAX COLLECTOR
P.O. Box 1438
Santa Ana, CA 92702-1438

ORANGE COUNTY 2025-26 PROPERTY TAX

Pay taxes online by eCheck or by credit card
eCheck No Cost
VISA - Service Fee Applies (See Reverse)
TaxBill.octreasurer.gov

Scan the code to view and pay your specific parcel online

DUE FEB 1, 2026 **2**

$36,094.73

INTERNET COPY

AMOUNT DUE AFTER 4/10/26 (INCLUDES 10% PENALTY + $23 COST) $39,727.20

Avoid penalties on 2nd installment by paying 1st installment plus penalties by April 10, 2026. View limited cancellation options at octreasurer.gov/penaltyinfo.

01167361170000920250204102600036094730630260003972720000000000000000006

DETACH AND MAIL STUB WITH 1ST INSTALLMENT IN ENVELOPE PROVIDED
WRITE YOUR PARCEL NO. ON YOUR CHECK

PARCEL NUMBER (APN)	DELINQUENT AFTER	TO PAY BOTH INSTALLMENTS BY DEC 10
167-361-17	DECEMBER 10, 2025	$72,189.46

ASSESSEE:

ASSESSEE NAME AND ADDRESS ARE NOT AVAILABLE ONLINE
PER CA GOV CODE §7928.205
Make checks payable to: County of Orange

COUNTY OF ORANGE
ATTN: TREASURER-TAX COLLECTOR
P.O. Box 1438
Santa Ana, CA 92702-1438

ORANGE COUNTY 2025-26 PROPERTY TAX

Pay taxes online by eCheck or by credit card
eCheck No Cost
VISA - Service Fee Applies (See Reverse)
TaxBill.octreasurer.gov

Scan the code to view and pay your specific parcel online

DUE NOV 1, 2025 **1**

$36,094.73

INTERNET COPY

AMOUNT DUE AFTER 12/10/25 (INCLUDES 10% PENALTY) $39,704.20

Pay any penalties on 1st installment to avoid additional second installment penalty. View limited cancellation options at octreasurer.gov/penaltyinfo.

01167361170000920250112102500036094730630260003970420000000000000000002

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOUNTAIN VALLEY DENYING GENERAL PLAN AMENDMENT NO. 23-01 TO CHANGE THE GENERAL PLAN LAND USE MAP DESIGNATION FROM GENERAL COMMERCIAL TO HIGH DENSITY RESIDENTIAL AND DENYING ZONING MAP AMENDMENT NO. 436 TO CHANGE THE ZONING MAP DESIGNATION FROM C1-LOCAL BUSINESS TO R4-HIGH DENSITY MULTIPLE DWELLING FOR THE 72-UNIT PARKSIDE FV DEVELOPMENT LOCATED ON A 2.119-ACRE SITE AT 8550 WARNER AVENUE

WHEREAS, an application for General Plan Amendment No. 23-01 ("GPA 23-01") to change the General Plan Land Use Map Designation from General Commercial to High Density Residential and Zoning Map Amendment No. 436 ("ZMA 436") to change the Zoning Map Designation from C1-Local Business to R4-High Density Multiple Dwelling was submitted by Robert Franklin ("Applicant"), on behalf of FV Center, LP, for the 72-unit Parkside FV development located on a 2.119-acre site at 8550 Warner Avenue ("Project"); and

WHEREAS, FV Center, LP ("Owner"), is the owner of the Site at 8550 Warner Avenue (APN # 167-361-17), which is formally described in the legal description attached hereto as "Exhibit A" ("Site"); and

WHEREAS, the Fountain Valley Planning Commission considered GPA 23-01 and ZMA 436 at its noticed public hearing on March 25, 2026; and

WHEREAS, the City has complied with the requirements of the Government Code Section 65300 et seq., the current State of California General Plan Guidelines, and the City's applicable ordinances with respect to review and consideration of the proposed Project, including the General Plan and Zoning Map Amendments (together "Amendments"); and

WHEREAS, testimony was received from the public regarding the proposed Project; and

WHEREAS, the Planning Commission considered all evidence and testimony read at the public hearing; and

WHEREAS, on March 25, 2026, the Planning Commission, by a vote of 4-1, recommended that the City Council deny GPA 23-01 and ZMA 436 and directed Staff to return with a resolution memorializing the recommendation for denial; and

WHEREAS, on April 8, 2026, the Planning Commission, by a vote of 2-1-1, approved Resolution No. 26-07 recommending that the City Council deny GPA 23-01 and ZMA 436; and

WHEREAS, in accordance with FVMC 21.60, on April 20, 2026, Applicant filed a timely appeal of the Planning Commission's adoption of Resolution No. 26-07 recommending the City Council deny GPA 23-01 and ZMA 436 as well as the Planning Commission's adoption of Resolution No. 26-06 to deny Precise Plan No. 577 and Conditional Use Permit No. 1929; and

WHEREAS, per FVMC 21.32.020 General Plan Amendments and Zoning Map Amendments are subject to final review by the City Council, and the Planning Commission's

action on those entitlements was a recommendation only; however, the City Council has considered the applicant's appeal arguments regarding GPA 23-01 and ZMA 436 as part of its de novo review of the full Project and requested entitlements; and

WHEREAS, the Site is currently designated General Commercial under the General Plan and zoned C1-Local Business, and multifamily residential development is not permitted on the Site unless the City Council approves GPA 23-01 and ZMA 436; and

WHEREAS, the requested entitlements are interdependent because denial of GPA 23-01 and ZMA 436 would leave the proposed residential use inconsistent with the existing General Plan land use designation and zoning, and PP 577 and CUP 1929 could not be approved for the proposed multifamily residential Project; and

WHEREAS, the Project Site is not identified as a Housing Element opportunity site and is not included in the City's adopted Housing Element sites inventory for meeting the City's 2021–2029 RHNA allocation; and

WHEREAS, the City's Housing Element identifies a separate strategy for accommodating RHNA through identified sites, ADU assumptions, inclusionary housing, and other programs, and HCD has notified the City that it has completed the rezoning requirements of Programs 1a and 1e of the 6th Cycle Housing Element; and

WHEREAS, the City Council considered that the Project includes 10 deed-restricted very-low-income units and requests density bonus benefits, including concessions and application of state parking ratios; however, the City Council finds that the Density Bonus Law request does not independently require approval of an applicant-initiated General Plan Amendment and Zoning Map Amendment for a site where the proposed residential use is not currently permitted; and

WHEREAS, the City Council also considered the applicant's state housing-law arguments, including any asserted Housing Accountability Act concerns, and finds that the City is not denying an otherwise permitted residential use based on subjective preferences, but is instead determining whether to approve discretionary legislative amendments and whether the required FVMC findings can be made for a commercial site outside the Housing Element sites inventory; and

WHEREAS, per FVMC 21.60.050(c), an appeal hearing was set within 45 days of the filing of the appeal; and

WHEREAS, the appeal was heard before the City Council of the City of Fountain Valley at a duly noticed public hearing on June 2, 2026; and

WHEREAS, pursuant to FVMC section 21.60.050(f), the City Council's review of the appeal is de novo, and the City Council may consider any issue associated with the appeal, in addition to the specific grounds for the appeal; and

WHEREAS, the City Council independently considered the full administrative record, including the Planning Commission proceedings, the staff report, the applicant's appeal materials, the Project plans, the environmental documentation, public testimony, written comments, and all evidence submitted before and during the public hearing; and

WHEREAS, an Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program were prepared for the Project and included in the administrative record, and the City Council considered the environmental documentation as part of its review; however, because the City Council is denying the Project and requested entitlements, CEQA Guidelines section 15270 applies and the City Council is not required to adopt the MND or MMRP or make CEQA findings approving the environmental document; and

NOW, THEREFORE, the City Council of the City of Fountain Valley does hereby resolve and determine as follows:

SECTION 1

The City Council finds that due notice of the public hearing on June 2, 2026, conducted in the Council Chambers, City Hall, 10200 Slater Avenue, was given as required by the FVMC, Title 21, and the Statutes of the State of California.

SECTION 2

Pursuant to Fountain Valley Municipal Code section 21.34.050 the City Council does hereby find as follows:

1. The proposed amendments ensure and maintain internal consistency with the actions, goals, objectives and policies of the general plan, and would not create any inconsistencies with this title, in the case of a title amendment.

   The City Council cannot make this finding. Based on the City Council's independent review of the full administrative record, including the Planning Commission proceedings, the staff report, the applicant's appeal materials, the Project plans, the environmental documentation, public testimony, written comments, and all evidence submitted before and during the public hearing, the City Council finds that the proposed amendments would not ensure or maintain internal consistency with the goals, objectives, and policies of the General Plan.

   The proposed Project would fail to meet General Plan Goal LU-1 – An arrangement of compatible land uses that protects and maintains attractive and safe neighborhoods while promoting dynamic activity centers and preserving conventional commercial and industrial uses by failing to meet Policy LU-1.1 and Policy LU-1.2 as noted below.

   The proposed Project would fail to meet Policy LU-1.1 of General Plan Goal LU-1: Land Use compatibility and viability – Require that new development is located, scaled, buffered, and designed to minimize negative impacts on existing conforming uses and adjacent neighborhoods. Require that new residential developments are located, scaled, buffered, and designed so as to not hinder the economic viability and continuity of areas planned for nonresidential uses.

   Also, the proposed Project would fail to meet Policy LU-1.2 of General Plan Goal LU-1: Land Use Plan consistency – Consider proposed development that is consistent with the Land Use Plan (i.e., it does not require a change in Land Use Designations), to be generally compatible and consistent with surrounding land uses and a community's identity.

Additionally, the proposed Project would fail to meet the General Plan Goal LU-3 – Neighborhoods, places, and buildings that are well maintained, demonstrate pride and reinvestment, and reinforce a sense of community by failing to meet Policy LU-3.2 as noted below.

The proposed Project would fail to meet Policy LU-3.2 of General Plan Goal LU-3: Scale and character – Ensure that all new development is compatible with the scale and character of the surrounding neighborhoods in Fountain Valley.

The proposed land use is incompatible with the surrounding development pattern, which consists of an established corridor of commercial uses extending from Newland Avenue past the 405 Freeway to Bushard Street, as well as adjacent low-density single-family residential neighborhoods. As discussed above, this incompatibility results in inconsistency with key policies of the Land Use Element of the General Plan. Specifically, the Project's proposed density and intensity substantially exceed and conflict with the prevailing development pattern.

The requested General Plan Amendment and Zoning Map Amendment would represent a significant departure from the City's established corridor of commercial uses along Warner Avenue, undermining its intended commercial function. Retention of the existing commercial zoning designation and General Commercial land use designation preserves the City's limited commercially designated land inventory and maintains opportunities for local-serving commercial uses, employment, economic development, and long-term fiscal sustainability, consistent with the City's planning objectives.

The City Council further finds that the Site is currently designated General Commercial and zoned C1-Local Business, and that the Project would permanently convert the Site from commercial use to high-density residential use. The applicant's vacancy and highest-and-best-use evidence is part of the record and has been considered by the City Council. However, current vacancy, current ownership decisions, or the applicant's preferred economic use do not require the City to amend its General Plan or Zoning Map or to permanently convert commercially designated land to residential use. The City Council may determine that retaining the Site's commercial designation better implements the General Plan and the City's long-term land use and fiscal-sustainability objectives.

While the Housing Element encourages the production of additional housing, it does not require approval of projects that conflict with other adopted General Plan policies. Policy LU-1.1 (Land Use Compatibility and Viability) requires that new development be appropriately located, scaled, and designed to minimize adverse impacts on existing conforming uses and surrounding neighborhoods, and that residential development not impair the economic viability or continuity of areas planned for non-residential uses. The Project fails to meet these standards. Its location, scale, and intensity are inconsistent with the City's long-term vision for the south side of Warner Avenue and would introduce an abrupt and incompatible transition between high-density residential uses and adjacent low-density single-family neighborhoods.

The Project would also establish a precedent for incompatible intensification within an established corridor of commercial uses, eroding the integrity of the General Plan. The proposed conversion from commercial to high-density residential would diminish the economic viability and continuity of the area designated for non-residential uses.

Furthermore, the Project is inconsistent with the Land Use Plan and fails to maintain compatibility with the surrounding community character.

Finally, the Project's scale and architectural character are not compatible with the surrounding neighborhoods, which are predominantly comprised of one-story single-family homes, with limited two-story elements to the south, and a similarly low-density neighborhood to the north in the City of Huntington Beach, where only a small minority of homes include second-story features. This contrast in scale and intensity would result in an incompatible land use transition and an incompatible interface with adjacent residential uses.

The Project Site is not listed as an opportunity site in the Housing Element and is not included in the City's adopted Housing Element sites inventory to meet the Regional Housing Needs Assessment (RHNA) allocation of 4,839 units within the 2021-2029 Planning Period. The development of the Housing Element, including the inclusion of the opportunity sites to help the City meet its RHNA target, began in 2019 and concluded on October 4, 2022, when the City Council adopted Resolution No. 9853 approving the 2021-2029 Housing Element. When the Proposed Project was submitted to the City under a preliminary review application on August 15, 2022, selection and analysis of the opportunity sites had already been completed.

Rezoning a property for housing that is not listed as an opportunity site or within the sites inventory of a city's approved Housing Element presents significant challenges as there is no "by-right" path to approval, the requested Zoning Map Amendment and General Plan Amendment are subject to City Council discretion, and the City Council must be able to make the findings required by FVMC section 21.34.050. The existing Housing Element identifies the City's adopted strategy for accommodating the RHNA Allocation of 4,839 units without the Project. The Housing Element of the Fountain Valley General Plan identifies and establishes the City's strategy for the maintenance and development of housing to meet the needs of existing and future residents. Within the Housing Element, nine (9) opportunity sites are identified to help reach the City's RHNA allocation of 4,839 units. Additionally, as reflected in the City's HCD-certified Housing Element, within the approved RHNA allocation, the City has planned for 384 accessory dwelling units. As of April 1, 2026, there have been 290 ADU's built and the City anticipates reaching the projected number of ADU's by the end of next year, much earlier than anticipated by 2029. The City recognizes that it must continue implementing its Housing Element and facilitating housing production. However, the City's remaining RHNA obligation does not, by itself, require approval of an applicant-initiated GPA and ZMA for a commercial site outside the adopted Housing Element sites inventory.

Lastly, per Program 1a of the Housing Element, the "City will work to identify surplus housing sites to accommodate between 100 and 500 additional units, with a focus on identifying sites in high and highest resource areas. This effort will be undertaken to reduce the likelihood that the City's capacity will fall short during the planning period and provide greater flexibility for other opportunity sites." Although the City has only permitted 710 units so far in the RHNA Planning Period, there are approved projects in the pipeline including the Euclid/Heil Project of 606 units, the Our Lady of Guadalupe Project of 29 units, and the 16800 Magnolia Project (Boomers) of 657 units. Additionally, the Euclid/Heil Project was projected to provide a total of 411 units but was approved for 606 units yielding a surplus of 195 units. Also, the Boomers Project was projected to provide a total of 275 units but was approved for 657 units yielding a surplus of 382 units. With a

total surplus of 577 units from these two Projects (195+382), this exceeds the 500 additional unit surplus noted in Program 1a. As such, on May 6, 2026, HCD notified the city that the City of Fountain Valley has completed the rezoning requirements of Programs 1a and 1e of the Housing Element 6th Cycle. Additionally, AB 1397 (2017) restricts the re-use of "opportunity sites" from previous planning periods if they were not developed with housing. Also, SB 166 requires that a jurisdiction maintain adequate sites to meet their RHNA at all times. If a site fails to develop, the municipality must find a replacement site to meet their requirements. For these reasons, the City Council finds that approval of GPA 23-01 and ZMA 436 is not required to implement the City's Housing Element or to complete the City's HCD-reviewed rezoning program. The City may continue to promote housing production on sites identified in the Housing Element and through other approved Housing Element programs while declining to convert this commercially designated and zoned Site to high-density residential use.

The City Council has considered the Project's proposed affordable housing component, including the 10 deed-restricted very-low-income units, and the requested Density Bonus Law benefits. If GPA 23-01 and ZMA 436 were approved, the Project would be evaluated under Density Bonus Law and applicable local density bonus provisions. However, Density Bonus Law does not eliminate the need for the underlying General Plan and Zoning Map Amendments, and it does not independently require the City Council to approve an applicant-initiated conversion of a General Commercial/C1 site to High Density Residential/R4.

The City Council has also considered the applicant's state housing-law arguments, including any asserted Housing Accountability Act concerns. The City Council finds that the denial is based on the existing General Commercial land use designation and C1 zoning, the requested discretionary legislative amendments, the Site's exclusion from the Housing Element sites inventory, and adopted General Plan policies regarding land use compatibility, commercial continuity, fiscal sustainability, and neighborhood transition. The City Council is not denying an otherwise permitted residential use based on subjective preferences. Rather, the City Council is declining to amend the City's adopted land use framework because it cannot make the findings required by FVMC section 21.34.050.

2. The proposed amendments would not be detrimental to the public convenience, health, interest, safety or welfare of the city.

The proposed amendments would be detrimental to the public welfare and to adjacent properties. As described above, the Project is not compatible with the surrounding land use pattern, which consists of commercial uses along the south side of Warner Avenue extending from Newland Avenue past the 405 Freeway to Bushard Street, in conjunction with adjacent low-density single-family residential neighborhoods. The Project's proximity, density, and intensity are inconsistent with these surrounding uses and would create an abrupt and incompatible transition between high-density residential development and immediately adjacent low-density single-family residences, without adequate intervening land use or buffering.

The Project's proposed density and intensity are inconsistent with the established development pattern of the surrounding area of single-family residential and commercial uses. As such, the Project fails to appropriately transition between differing land uses

and would not be designed in a manner that minimizes impacts on existing conforming uses and surrounding neighborhoods.

In addition, the proposed change in land use from commercial to high-density residential would adversely affect the economic viability and continuity of the site, which is currently designated and planned for nonresidential uses. The amendments would constitute a significant deviation from the City's adopted land use framework of an established corridor of commercial uses along Warner Avenue, including its planned function as a commercial corridor, and would undermine the orderly implementation of the General Plan.

Retention of the existing commercial zoning designation is necessary to preserve the City's supply of viable commercial land and to support long-term economic development objectives. While the Housing Element encourages housing production, it does not require approval of projects that are inconsistent with other adopted General Plan policies. In particular, Policy LU-1.1 (Land Use Compatibility and Viability) requires that new development be located, scaled, buffered, and designed to minimize impacts on adjacent conforming uses and neighborhoods, and that residential development not impair the economic viability or continuity of areas designated for nonresidential uses. The Project does not satisfy these requirements.

The City Council has considered the Project's proposed housing benefits, including the 10 deed-restricted very-low-income units and requested Density Bonus Law benefits. However, the City Council finds that those benefits do not require approval of the requested GPA 23-01 and ZMA 436 where the proposed residential use is not currently permitted on the Site and where the Council cannot make the required findings for the Amendments. The Project Site is not included in the City's adopted Housing Element sites inventory, and HCD has confirmed that the City has completed the rezoning requirements of Programs 1a and 1e of the 6th Cycle Housing Element. Preserving the Site's commercial designation and zoning therefore does not prevent the City from continuing to implement its Housing Element, while also protecting the public welfare by preserving limited commercially designated land within the established commercial corridor along Warner Avenue for local-serving commercial uses, economic development, and long-term fiscal sustainability.

Finally, the Project's location, scale, and intensity are inconsistent with the City's long-term planning framework for the south side of Warner Avenue and would establish an undesirable precedent for incompatible intensification within a planned commercial corridor, contrary to the intent and vision of the General Plan.

3. The proposed project has been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA) and the city's environmental review procedures.

   An Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program were prepared for the Project and included in the administrative record. The MND was circulated for public review from January 14, 2026, through February 13, 2026, and the City received and considered comments and responses to comments. The City Council has reviewed and considered the environmental documentation as part of the full administrative record.

Because the City Council is denying GPA 23-01 and ZMA 436 and denying the Project, CEQA Guidelines section 15270 applies. CEQA does not apply to projects that a public agency rejects or disapproves. Accordingly, the City Council is not required to adopt the MND or MMRP or make CEQA findings approving the environmental document.

4. Additional finding for Zoning Map Amendments. The site(s) is/are physically suitable (including access, provision of utilities, compatibility with adjoining land uses and absence of physical constraints) for the requested zoning designation(s) and anticipated land use development(s).

   Although public access, facilities, and utilities would be adequately provided to the Project as depicted in the MND, the subject site would not physically be suitable for the type and density/intensity of the use being proposed and therefore would not be compatible with adjoining land uses.

   As noted above, the proposed land use is incompatible with the surrounding development pattern, which consists of an established corridor of commercial uses extending from Newland Avenue past the 405 Freeway to Bushard Street, as well as adjacent low-density single-family residential neighborhoods. As discussed above, this incompatibility results in inconsistency with key policies of the Land Use Element of the General Plan. Specifically, the Project's proposed density and intensity substantially exceed and conflict with the prevailing development pattern.

   The requested General Plan Amendment and Zoning Map Amendment would represent a significant departure from the City's established corridor of commercial uses along Warner Avenue, undermining its intended commercial function. Retention of the existing commercial zoning designation and General Commercial land use designation preserves the City's limited commercially designated land inventory and maintains opportunities for local-serving commercial uses, employment, economic development, and long-term fiscal sustainability, consistent with the City's planning objectives.

   The City Council further finds that the Site is currently designated General Commercial and zoned C1-Local Business, and that the Project would permanently convert the Site from commercial use to high-density residential use. The applicant's vacancy and highest-and-best-use evidence is part of the record and has been considered by the City Council. However, current vacancy, current ownership decisions, or the applicant's preferred economic use do not require the City to amend its General Plan or Zoning Map or to permanently convert commercially designated land to residential use. The City Council may determine that retaining the Site's commercial designation better implements the General Plan and the City's long-term land use and fiscal-sustainability objectives.

   While the Housing Element encourages the production of additional housing, it does not require approval of projects that conflict with other adopted General Plan policies. Policy LU-1.1 (Land Use Compatibility and Viability) requires that new development be appropriately located, scaled, and designed to minimize adverse impacts on existing conforming uses and surrounding neighborhoods, and that residential development not impair the economic viability or continuity of areas planned for non-residential uses. The Project fails to meet these standards. Its location, scale, and intensity are inconsistent with the City's long-term vision for the south side of Warner Avenue and would introduce

an abrupt and incompatible transition between high-density residential uses and adjacent low-density single-family neighborhoods.

The Project would also establish a precedent for incompatible intensification within an established corridor of commercial uses along Warner Avenue, eroding the integrity of the General Plan. The proposed conversion from commercial to high-density residential would diminish the economic viability and continuity of the area designated for non-residential uses. Furthermore, the Project is inconsistent with the Land Use Plan and fails to maintain compatibility with the surrounding community character.

Finally, the Project's scale and architectural character are not compatible with the surrounding neighborhoods, which are predominantly comprised of one-story single-family homes, with limited two-story elements to the south, and a similarly low-density neighborhood to the north in the City of Huntington Beach, where only a small minority of homes include second-story features. This contrast in scale and intensity would result in an incompatible land use transition and an incompatible interface with adjacent residential uses.

The City Council's finding is not based on lack of utilities, access, or public services, but on compatibility with adjoining land uses and the physical suitability of the Site for the requested R4 zoning designation and anticipated high-density residential use in this specific location. The City Council finds that the Site's location within the established corridor of commercial uses along Warner Avenue, its direct relationship to adjacent low-density residential neighborhoods, and the lack of an adequate land-use transition support denial of the requested zoning designation.

SECTION 3

The City Council hereby finds that, based on the findings set forth above and the full administrative record, the City Council cannot make the findings required by FVMC section 21.34.050 for GPA 23-01 and ZMA 436. The requested Amendments are inconsistent with the Fountain Valley General Plan, the Fountain Valley Municipal Code, and the City's adopted land use framework for the Site and the established corridor of commercial uses along Warner Avenue.

SECTION 4

NOW, THEREFORE, BE IT FURTHER RESOLVED, BASED ON THE CITY COUNCIL'S INDEPENDENT REVIEW OF THE FULL ADMINISTRATIVE RECORD AND PURSUANT TO THE ABOVE FINDINGS, that the City Council of the City of Fountain Valley denies General Plan Amendment No. 23-01 to change the General Plan Land Use Map Designation from General Commercial to High Density Residential and Zoning Map Amendment No. 436 to change the Zoning Map Designation from C1-Local Business to R4-High Density Multiple Dwelling for the 72-unit Parkside FV development located on a 2.119-acre site at 8550 Warner Avenue.

PASSED, APPROVED AND ADOPTED THIS 2ND DAY OF JUNE, 2026.

ATTEST:

Rick Miller, City Clerk

Jim Cunneen, Mayor

APPROVED AS TO FORM

HARPER & BURNS LLP

Attorneys for the City
City of Fountain Valley

ATTACHED: "EXHIBIT A"

Exhibit A
Legal Description

A.P.N.: 167-361-17

The Land referred to herein below is situated in the City of Fountain Valley, County of Orange, State of California, and is described as follows:

PARCEL NO. 1, AS SHOWN ON A MAP RECORDED IN BOOK 131, PAGES 46 AND 47 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN ALL OIL, GAS, MINERALS, AND HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND, BUT WITHOUT THE RIGHT OF ENTRY UPON ANY PORTION OF THE SURFACE OF SAID LAND FOR REMOVING OR MARKETING SAID SUBSTANCES, AS RESERVED IN THE DEED FROM C.C. BREADING AND WIFE, RECORDED JULY 15, 1955 IN BOOK 3139, PAGE 583, OFFICIAL RECORDS.

RESOLUTION NO.____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOUNTAIN VALLEY DENYING THE APPEAL AND UPHOLDING THE PLANNING COMMISSION'S DENIAL OF PRECISE PLAN NO. 577 AND CONDITIONAL USE PERMIT NO. 1929 TO CONSTRUCT A 72-UNIT APARTMENT COMPLEX DEVELOPMENT IN A NEW 76,076 SQUARE FOOT THREE-STORY BUILDING AND AN 800 SQUARE FOOT ONE-STORY CLUBHOUSE BUILDING AND SURFACE PARKING LOT FOR THE PARKSIDE FV DEVELOPMENT LOCATED ON A 2.119-ACRE SITE AT 8550 WARNER AVENUE

WHEREAS, an application for Precise Plan No. 577 ("PP 577") and Conditional Use Permit No. 1929 ("CUP 1929") was submitted by Robert Franklin ("Applicant"), on behalf of FV Center, LP, to construct a 72-unit apartment complex development in a new 76,076 square foot three-story building and an 800 square foot one-story clubhouse building and surface parking lot for the Parkside FV development located on a 2.119-acre site at 8550 Warner Avenue ("Project"); and

WHEREAS, FV Center, LP ("Owner"), is the owner of the Site at 8550 Warner Avenue (APN # 167-361-17), which is formally described in the legal description attached hereto as "Exhibit A" ("Site"); and

WHEREAS, the Fountain Valley Planning Commission considered said application at its noticed public hearing on March 25, 2026; and

WHEREAS, testimony was received from the public regarding the proposed Project; and

WHEREAS, the Planning Commission considered all evidence and testimony read at the public hearing; and

WHEREAS, on March 25, 2026, the Planning Commission, by a vote of 4-1, denied Precise Plan No. 577 and Conditional Use Permit No. 1929 and directed Staff to return with a resolution memorializing the denial; and

WHEREAS, on April 8, 2026, the Planning Commission, by a vote of 2-1-1, approved Resolution No. 26-06 denying PP 577 and CUP 1929; and

WHEREAS, in accordance with FVMC 21.60, on April 20, 2026, Applicant filed a timely appeal of the Planning Commission's adoption of Resolution No. 26-07 as well as the Planning Commission's adoption of Resolution No. 26-06 to deny Precise Plan No. 577 and Conditional Use Permit No. 1929; and

WHEREAS, per FVMC 21.60.050(c), an appeal hearing was set within 45 days of the filing of the appeal; and

WHEREAS, the appeal was heard before the City Council of the City of Fountain Valley at a duly noticed public hearing on June 2, 2026; and

WHEREAS, pursuant to FVMC section 21.60.050(f), the City Council's review of the appeal is de novo, and the City Council may consider any issue associated with the appeal, in addition to the specific grounds for the appeal; and

WHEREAS, the City Council independently considered the full administrative record, including the Planning Commission proceedings, the staff report, the applicant's appeal materials, the Project plans, the environmental documentation, public testimony, written comments, and all evidence submitted before and during the public hearing; and

WHEREAS, the Site is currently designated General Commercial under the General Plan and zoned C1-Local Business, and multifamily residential development is not permitted on the Site unless the City Council approves General Plan Amendment No. 23-01 ("GPA 23-01") and Zoning Map Amendment No. 436 ("ZMA 436"); and

WHEREAS, the City Council has denied GPA 23-01 and ZMA 436, and therefore the proposed residential use remains inconsistent with the existing General Plan land use designation and zoning, and PP 577 and CUP 1929 cannot be approved for the proposed multifamily residential Project; and

WHEREAS, the Project Site is not identified as a Housing Element opportunity site and is not included in the City's adopted Housing Element sites inventory for meeting the City's 2021–2029 RHNA allocation; and

WHEREAS, the City Council considered that the Project includes 10 deed-restricted very-low-income units and requests density bonus benefits, including concessions and application of state parking ratios; however, the City Council finds that the Density Bonus Law request does not independently require approval of PP 577 and CUP 1929 where the underlying General Plan and Zoning Map Amendments have been denied and the proposed residential use is not currently permitted; and

WHEREAS, the City Council also considered the applicant's state housing-law arguments, including any asserted Housing Accountability Act concerns, and finds that the City is not denying an otherwise permitted residential use based on subjective preferences, but is instead denying dependent project entitlements because the required General Plan and Zoning Map Amendments have been denied and the required FVMC findings cannot be made; and

WHEREAS, an Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program were prepared for the Project and included in the administrative record, and the City Council considered the environmental documentation as part of its review; however, because the City Council is denying the Project and requested entitlements, CEQA Guidelines section 15270 applies and the City Council is not required to adopt the MND or MMRP or make CEQA findings approving the environmental document; and

NOW, THEREFORE, the City Council of the City of Fountain Valley does hereby resolve and determine as follows:

SECTION 1

The City Council finds that due notice of the public hearings in the Council Chambers, City Hall, 10200 Slater Avenue, was given as required by the Fountain Valley Municipal Code (FVMC), Title 21, and the Statutes of the State of California.

SECTION 2

Findings and Supporting Facts: In order to approve a Precise Plan, the City Council must find that the following findings of fact can be made in a positive manner:

1. The design and layout of the proposed development would:

    a. Be consistent with the actions, goals, objectives, and policies of the general plan, any applicable specific plan, and the development and design standards/guidelines of the C1 zoning district.

    The City Council cannot make this finding. The City Council has denied GPA 23-01 and ZMA 436. As a result, the Site remains designated General Commercial and zoned C1-Local Business, and the proposed multifamily residential use is not permitted under the existing General Plan land use designation and zoning. For this independent reason, the design and layout of the proposed development cannot be found consistent with the General Plan, the FVMC, or the applicable zoning district.

    Although the proposed Project is generally consistent with the design standards and guidelines of the R4 zoning district, excluding the requested concessions, it is not consistent with several applicable General Plan Goals and Policies.

    The proposed Project would fail to meet General Plan Goal LU-1 – An arrangement of compatible land uses that protects and maintains attractive and safe neighborhoods while promoting dynamic activity centers and preserving conventional commercial and industrial uses by failing to meet Policy LU-1.1 and Policy LU-1.2 as noted below.

    The proposed Project would fail to meet Policy LU-1.1 of General Plan Goal LU-1: Land Use compatibility and viability – Require that new development is located, scaled, buffered, and designed to minimize negative impacts on existing conforming uses and adjacent neighborhoods. Require that new residential developments are located, scaled, buffered, and designed so as to not hinder the economic viability and continuity of areas planned for nonresidential uses.

    Also, the proposed Project would fail to meet Policy LU-1.2 of General Plan Goal LU-1: Land Use Plan consistency – Consider proposed development that is consistent with the Land Use Plan (i.e., it does not require a change in Land Use Designations), to be generally compatible and consistent with surrounding land uses and a community's identity.

Additionally, the proposed Project would fail to meet the General Plan Goal LU-3 – Neighborhoods, places, and buildings that are well maintained, demonstrate pride and reinvestment, and reinforce a sense of community by failing to meet Policy LU-3.2 as noted below.

The proposed Project would fail to meet Policy LU-3.2 of General Plan Goal LU-3: Scale and character – Ensure that all new development is compatible with the scale and character of the surrounding neighborhoods in Fountain Valley.

The proposed land use is incompatible with the surrounding development pattern, which consists of an established corridor of commercial uses extending along the south side of Warner Avenue from Newland Avenue past the 405 Freeway to Bushard Street, as well as adjacent low-density single-family residential neighborhoods. As discussed above, this incompatibility results in inconsistency with key policies of the Land Use Element of the General Plan. Specifically, the Project's proposed density and intensity substantially exceed and conflict with the prevailing development pattern.

The requested General Plan Amendment and Zoning Map Amendment would represent a significant departure from the City's established corridor of commercial uses along Warner Avenue, undermining its intended commercial function. Retention of the existing commercial zoning designation and General Commercial land use designation preserves the City's limited commercially designated land inventory and maintains opportunities for local-serving commercial uses, employment, economic development, and long-term fiscal sustainability, consistent with the City's planning objectives.

While the Housing Element encourages the production of additional housing, it does not require approval of projects that conflict with other adopted General Plan policies. Policy LU-1.1 (Land Use Compatibility and Viability) requires that new development be appropriately located, scaled, and designed to minimize adverse impacts on existing conforming uses and surrounding neighborhoods, and that residential development not impair the economic viability or continuity of areas planned for non-residential uses. The Project fails to meet these standards. Its location, scale, and intensity are inconsistent with the City's long-term vision for the south side of Warner Avenue and would introduce an abrupt and incompatible transition between high-density residential uses and adjacent low-density single-family neighborhoods.

The Project would also establish a precedent for incompatible intensification within an established corridor of commercial uses. The proposed conversion from commercial to high-density residential would diminish the economic viability and continuity of the area designated for non-residential uses. Furthermore, the Project is inconsistent with the Land Use Plan and fails to maintain compatibility with the surrounding community character.

Finally, the Project's scale and architectural character are not compatible with the surrounding neighborhoods, which are predominantly comprised of one-story single-family homes, with limited two-story elements to the south, and a similarly low-density neighborhood to the north in the City of Huntington Beach, where only

a small minority of homes include second-story features. This contrast in scale and intensity would result in an incompatible land use transition and an incompatible interface with adjacent residential uses.

The Project Site is not listed as an opportunity site and is not included in the City's adopted Housing Element sites inventory for meeting the 2021–2029 RHNA allocation. The City's Housing Element identifies the City's adopted strategy for accommodating RHNA through identified sites, ADU assumptions, inclusionary housing, and other programs. As reflected in the City's HCD-certified Housing Element, the City planned for 384 accessory dwelling units as part of its RHNA strategy. As of April 1, 2026, 290 ADUs had been built, and the City anticipates reaching the projected ADU number before the end of the planning period. The City recognizes that it must continue implementing its Housing Element and facilitating housing production. However, the City's remaining RHNA obligation does not, by itself, require approval of dependent project entitlements for a proposed residential use that is not permitted because GPA 23-01 and ZMA 436 have been denied.

Lastly, per Program 1a of the Housing Element, the "City will work to identify surplus housing sites to accommodate between 100 and 500 additional units, with a focus on identifying sites in high and highest resource areas. This effort will be undertaken to reduce the likelihood that the City's capacity will fall short during the planning period and provide greater flexibility for other opportunity sites." Although the city has only permitted 710 units so far in the RHNA Planning Period, there are approved projects in the pipeline including the Euclid/Heil Project of 606 units, the Our Lady of Guadalupe Project of 29 units, and the 16800 Magnolia Project (Boomers) of 657 units. Additionally, per Table H-22 of the Housing Element, the Euclid/Heil Project was projected to provide a total of 411 units but was approved by the Planning Commission for 606 units yielding a surplus of 195 units. Also, the Boomers Project was projected to provide a total of 275 units but was approved by the Planning Commission for 657 units yielding a surplus of 382 units. With a total surplus of 577 units from these two Projects (195+382), this exceeds the 500 additional unit surplus noted in Program 1a. As such, on May 6, 2026, HCD notified the city that the City of Fountain Valley has completed the rezoning requirements of Programs 1a and 1e of the Housing Element 6th Cycle. Additionally, AB 1397 (2017) restricts the re-use of "opportunity sites" from previous planning periods if they were not developed with housing. Also, SB 166 requires that a jurisdiction maintain adequate sites to meet their RHNA at all times. If a site fails to develop, the municipality must find a replacement site to meet their requirements. For these reasons, the City Council finds that approval of PP 577 and CUP 1929 is not required to implement the City's Housing Element or to complete the City's HCD-reviewed rezoning program. The City may continue to promote housing production on sites identified in the Housing Element and through other approved Housing Element programs while denying dependent project entitlements for a residential use that is not permitted under the Site's existing General Plan designation and zoning.

b. Not interfere with the use and enjoyment of neighboring, existing or future developments, and would not create traffic or pedestrian hazards.

Because GPA 23-01 and ZMA 436 have been denied, the proposed residential use remains inconsistent with the Site's existing General Commercial land use designation and C1 zoning.

The proposed Project does not demonstrate consistency with applicable objective land use planning standards governing adjacency, transitions, and intensity differentials as set forth in the General Plan.

The Project proposes residential development at a substantially higher density than adjacent single-family residential parcels. The Project site directly abuts existing low-density single-family residential zoning and development. The proposed change results in a direct interface between high-density multifamily residential development and low-density single-family residential development without an intervening land use buffer or transitional zoning designation.

The Project also converts a site designated for commercial use to residential use, resulting in a discontinuity in the established corridor of commercial uses along Warner Avenue as designated in the General Plan Land Use Map.

These conditions reflect objective differences in land use designation, zoning classification, and development intensity between the Project and adjacent parcels. For these reasons, the Project does not demonstrate consistency with objective standards requiring compatibility with surrounding land uses and does not adequately avoid interference with the use and enjoyment of adjacent properties.

c. Provide a desirable environment for its occupants and visiting public as well as its neighbors through good/proper aesthetic use of materials, texture and color, and would remain aesthetically appealing and retain an appropriate level of maintenance.

The proposed Project would use a variety of building materials and the proposed architecture of the Project would be fully finished on all elevations of the buildings. However, the overall building scale, massing, and intensity of development are not consistent with applicable General Plan policies governing site planning and development intensity. As a result, the Project does not demonstrate consistency with objective standards intended to ensure appropriate site design and integration with surrounding land uses.

2. The architectural design of the proposed structure(s) would be compatible with the character of the surrounding neighborhood and would maintain and enhance the attractive, harmonious, and orderly development contemplated by the actions, goals, objectives, and policies of the general plan, any applicable specific plan, and this chapter.

The architectural design and massing of the proposed development do not demonstrate consistency with applicable General Plan policies addressing scale, character, and neighborhood transition (including Policies LU-1.1, LU-1.2, and LU-3.2).

The Project proposes demolition of an existing approximately 18,782-square-foot commercial structure and replacement with a 76,076-square-foot, three-story residential building and an accessory clubhouse structure. While contemporary architecture is proposed, the intensity of development represent a substantial increase in building height and density relative to surrounding development patterns.

The surrounding area is predominantly characterized by one-story single-family residential structures, with limited two-story elements in select locations to the south, and a similar low-density residential pattern to the north in the City of Huntington Beach. The proposed three-story structure introduces a substantially greater building height and scale than surrounding development, without a transitional rise in intensity. These are measurable differences in building height and density relative to the surrounding parcels.

Based on these objective physical and spatial differences, the Project does not demonstrate consistency with applicable policies requiring that development be compatible in scale and character with surrounding uses or that it maintain orderly neighborhood transitions.

3. The proposed development would not:

   a. Be detrimental to the public convenience, health, interest, safety, or welfare, or materially injurious to the properties or improvements in the immediate vicinity.

      The Project does not demonstrate consistency with applicable objective land use compatibility and planning standards necessary to ensure protection of the public welfare.

      As described above, the Project introduces a high-density residential use adjacent to low-density single-family residential neighborhoods without adequate transitional buffering and converts a designated commercial site, within an established corridor of commercial uses stretching along the south side of Warner Avenue from Newland Street to Bushard Street, to residential use. This results in a land use condition that is inconsistent with the City's adopted General Plan.

      The Project's scale, intensity, and land use conversion are not consistent with objective General Plan policies requiring compatibility with surrounding uses, maintenance of planned nonresidential areas, and orderly transitions between differing land use intensities.

   b. Substantially depreciate property values in the immediate vicinity or interfere with the use or enjoyment of property in the surrounding neighborhood, because of excessive dissimilarity or inappropriateness of design in relation to the surrounding neighborhood.

      The Project introduces a significantly higher-intensity residential use, with an increased scale, height, and intensity, adjacent to established low-density single-family neighborhoods. The Project also replaces a commercially designated use with residential development, thereby altering the planned economic and land use

function of the site. This conversion is inconsistent with adopted General Plan policies governing land use continuity and viability of nonresidential areas.

Based on these objective differences in use type and intensity, the Project does not demonstrate consistency with applicable policies requiring compatible development and orderly transitions between land uses and thus would interfere with the use or enjoyment of property in the surrounding neighborhood because of excessive dissimilarity or inappropriateness of design in relation to the surrounding neighborhood.

4. The proposed project has been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA) and the City's Environmental Review Procedures.

An Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program were prepared for the Project and included in the administrative record. The MND was circulated for public review from January 14, 2026, through February 13, 2026, and the City received and considered comments and responses to comments. The City Council has reviewed and considered the environmental documentation as part of the full administrative record.

Because the City Council is denying PP 577 and CUP 1929 and denying the Project, CEQA Guidelines section 15270 applies. CEQA does not apply to projects that a public agency rejects or disapproves. Accordingly, the City Council is not required to adopt the MND or MMRP or make CEQA findings approving the environmental document.

SECTION 3

Findings and Supporting Facts: - In order to approve a Conditional Use Permit, the City Council must find that the following findings of fact can be made in a positive manner:

1. The proposed use is allowed within the respective zoning district with the approval of a Conditional Use Permit and complies with all other applicable provisions of the Development Code and the Municipal Code.

Because the City Council has denied GPA 23-01 and ZMA 436, the Site remains designated General Commercial and zoned C1-Local Business. Therefore, the proposed multifamily residential use is not allowed within the applicable zoning district and the finding cannot be made.

The proposed project includes entitlement applications to amend the General Plan Land Use Map from General Commercial to High Density Residential through General Plan Amendment No. 23-01 ("GPA 23-01") and amend the Zoning Map from C1-Local Business to R4-High Density Multiple Dwelling through Zoning Map Amendment No. 436 ("ZMA 436"). With the approval of these entitlements, the proposed use of multifamily dwellings is an allowed use in the R4 zoning district subject to the Planning Commission's approval of a Conditional Use Permit. Without the approval of GPA 23-01 and ZMA 436, the proposed use is not permitted in the C1 zone.

2. The proposed use is consistent with the actions, goals, objectives, and policies of the General Plan and any applicable specific plan.

The City Council cannot make this finding. Because GPA 23-01 and ZMA 436 have been denied, the proposed residential use remains inconsistent with the Site's existing General Commercial land use designation and C1 zoning. The proposed use is therefore not consistent with the General Plan or the FVMC.

The proposed use would fail to meet General Plan Goal LU-1 – An arrangement of compatible land uses that protects and maintains attractive and safe neighborhoods while promoting dynamic activity centers and preserving conventional commercial and industrial uses by failing to meet Policy LU-1.1 and Policy LU-1.2 as noted below.

The proposed Project would fail to meet Policy LU-1.1 of General Plan Goal LU-1: Land Use compatibility and viability – Require that new development is located, scaled, buffered, and designed to minimize negative impacts on existing conforming uses and adjacent neighborhoods. Require that new residential developments are located, scaled, buffered, and designed so as to not hinder the economic viability and continuity of areas planned for nonresidential uses.

Also, the proposed Project would fail to meet Policy LU-1.2 of General Plan Goal LU-1: Land Use Plan consistency – Consider proposed development that is consistent with the Land Use Plan (i.e., it does not require a change in Land Use Designations), to be generally compatible and consistent with surrounding land uses and a community's identity.

Additionally, the proposed Project would fail to meet the General Plan Goal LU-3 – Neighborhoods, places, and buildings that are well maintained, demonstrate pride and reinvestment, and reinforce a sense of community by failing to meet Policy LU-3.2 as noted below.

The proposed Project would fail to meet Policy LU-3.2 of General Plan Goal LU-3: Scale and character – Ensure that all new development is compatible with the scale and character of the surrounding neighborhoods in Fountain Valley.

The proposed land use is incompatible with the surrounding development pattern, which consists of an established corridor of commercial uses extending along the south side of Warner Avenue from Newland Avenue past the 405 Freeway to Bushard Street, as well as adjacent low-density single-family residential neighborhoods. As discussed above, this incompatibility results in inconsistency with key policies of the Land Use Element of the General Plan. Specifically, the Project's proposed density and intensity substantially exceed and conflict with the prevailing development pattern.

The requested General Plan Amendment and Zoning Map Amendment would represent a significant departure from the City's established corridor of commercial uses along Warner Avenue, undermining its intended commercial function. Retention of the existing commercial zoning designation and General Commercial land use designation preserves the City's limited commercially designated land

inventory and maintains opportunities for local-serving commercial uses, employment, economic development, and long-term fiscal sustainability, consistent with the City's planning objectives.

While the Housing Element encourages the production of additional housing, it does not require approval of projects that conflict with other adopted General Plan policies. Policy LU-1.1 (Land Use Compatibility and Viability) requires that new development be appropriately located, scaled, and designed to minimize adverse impacts on existing conforming uses and surrounding neighborhoods, and that residential development not impair the economic viability or continuity of areas planned for non-residential uses. The Project fails to meet these standards. Its location, scale, and intensity are inconsistent with the City's long-term vision for the south side of Warner Avenue and would introduce an abrupt and incompatible transition between high-density residential uses and adjacent low-density single-family neighborhoods.

The Project would also establish a precedent for incompatible intensification within an established corridor of commercial uses. The proposed conversion from commercial to high-density residential would diminish the economic viability and continuity of the area designated for non-residential uses. Furthermore, the Project is inconsistent with the Land Use Plan and fails to maintain compatibility with the surrounding community character.

Finally, the Project's scale and architectural character are not compatible with the surrounding neighborhoods, which are predominantly comprised of one-story single-family homes, with limited two-story elements to the south, and a similarly low-density neighborhood to the north in the City of Huntington Beach, where only a small minority of homes include second-story features. This contrast in scale and intensity would result in an incompatible land use transition and an incompatible interface with adjacent residential uses.

The Project Site is not listed as an opportunity site in the Housing Element and is not included in the City's adopted Housing Element sites inventory to meet the Regional Housing Needs Assessment (RHNA) allocation of 4,839 units within the 2021-2029 Planning Period. The development of the Housing Element, including the inclusion of the opportunity sites to help the City meet its RHNA target, began in 2019 and concluded on October 4, 2022, when the City Council adopted Resolution No. 9853 approving the 2021-2029 Housing Element. When the Proposed Project was submitted to the City under a preliminary review application on August 15, 2022, selection and analysis of the opportunity sites had already been completed.

Rezoning a property for housing that is not listed as an opportunity site or within the sites inventory of a city's approved Housing Element presents significant challenges as there is no "by-right" path to approval, the Zoning and General Plan changes are subject to City Council discretion, and the City Council must be able to make the findings required by the FVMC. The existing Housing Element sufficiently plans for the RHNA Allocation of 4,839 units without the Project. The Housing Element of the Fountain Valley General Plan identifies and establishes the City's strategy for the maintenance and development of housing to meet the

needs of existing and future residents. Within the Housing Element, nine (9) opportunity sites are identified to help reach the City's RHNA allocation of 4,839 units. Additionally, as reflected in the City's HCD-certified Housing Element, within the approved RHNA allocation, the city has planned for 384 accessory dwelling units. As of April 1, 2026, there have been 290 ADU's built and the city anticipates reaching the projected number of ADU's by the end of next year, much earlier than anticipated by 2029. The City recognizes that it must continue implementing its Housing Element and facilitating housing production; however, the City's remaining RHNA obligation does not, by itself, require approval of dependent project entitlements for a proposed residential use that is not permitted because GPA 23-01 and ZMA 436 have been denied.

Lastly, per Program 1a of the Housing Element, the "City will work to identify surplus housing sites to accommodate between 100 and 500 additional units, with a focus on identifying sites in high and highest resource areas. This effort will be undertaken to reduce the likelihood that the City's capacity will fall short during the planning period and provide greater flexibility for other opportunity sites." Although the City has only permitted 710 units so far in the RHNA Planning Period, there are approved projects in the pipeline including the Euclid/Heil Project of 606 units, the Our Lady of Guadalupe Project of 29 units, and the 16800 Magnolia Project (Boomers) of 657 units. Additionally, per Table H-22 of the Housing Element, the Euclid/Heil Project was projected to provide a total of 411 units but was approved by the Planning Commission for 606 units yielding a surplus of 195 units. Also, the Boomers Project was projected to provide a total of 275 units but was approved by the Planning Commission for 657 units yielding a surplus of 382 units. With a total surplus of 577 units from these two Projects (195+382), this exceeds the 500 additional unit surplus noted in Program 1a. As such, on May 6, 2026, HCD notified the city that the City of Fountain Valley has completed the rezoning requirements of Programs 1a and 1e of the Housing Element 6th Cycle. Additionally, AB 1397 (2017) restricts the re-use of "opportunity sites" from previous planning periods if they were not developed with housing. Also, SB 166 requires that a jurisdiction maintain adequate sites to meet their RHNA at all times. If a site fails to develop, the municipality must find a replacement site to meet their requirements. For these reasons, the City Council finds that approval of PP 577 and CUP 1929 is not required to implement the City's Housing Element or to complete the City's HCD-reviewed rezoning program. The City may continue to promote housing production on sites identified in the Housing Element and through other approved Housing Element programs while denying dependent project entitlements for a residential use that is not permitted under the Site's existing General Plan designation and zoning.

3. The design, location, shape, size, and operating characteristics of the proposed use are compatible with the existing and future land uses in the vicinity.

Because GPA 23-01 and ZMA 436 have been denied, the proposed residential use remains inconsistent with the Site's existing General Commercial land use designation and C1 zoning.

The design, location, size, and operating characteristics of the proposed use do not demonstrate consistency with applicable objective land use planning standards governing site adjacency, land use designation, and development intensity.

The Project site is designated for commercial use within an established corridor of commercial uses along Warner Avenue. The Project proposes a change in land use to a high-density residential use. This represents a change in the land use designation from nonresidential to residential within an established corridor of commercial uses along the south side of Warner Avenue stretching from Newland Street to Bushard Street.

The Project site directly abuts parcels developed with low-density single-family residential uses. The proposed development introduces a higher-density residential use immediately adjacent to these properties without an intervening land use designation or zoning transition.

The Project also increases building height and density relative to surrounding development. Adjacent residential neighborhoods are predominantly developed with one-story structures, with limited two-story development. The proposed three-story building exceeds the height and intensity of development on adjacent parcels.

These conditions reflect measurable differences in land use designation, zoning classification, building height, and development intensity between the Project and surrounding properties.

4. The subject site is physically suitable for the type and density/intensity of use being proposed including the provision of public access (e.g., width and pavement type), facilities, and utilities (e.g., drainage, fire protection, sewers, water), shape, size, the absence of physical constraints, and compatibility with adjoining land uses.

Because GPA 23-01 and ZMA 436 have been denied, the proposed residential use remains inconsistent with the Site's existing General Commercial land use designation and C1 zoning.

The subject site is not physically suitable for the type and intensity of use proposed when evaluated against applicable objective land use planning standards. Public access, utilities, and infrastructure may be available to serve the site, as identified in the environmental analysis. However, the proposed land use designation, density, and building intensity are not consistent with the site's designation within an established corridor of commercial uses stretching from Newland Street to Bushard Street or its direct adjacency to low-density residential zoning.

The proposed Project would convert a commercially designated parcel to residential use and introduce a development intensity that differs from adjacent land uses in terms of density and building height. The site shares property lines with low-density residential development without an intervening zoning designation or transition area.

These conditions demonstrate that the proposed use does not align with the site's planned land use designation or its physical relationship to adjacent parcels as defined by zoning and development intensity.

5. Granting the Conditional Use Permit would not be detrimental to the public convenience, health, interest, safety, or welfare, or injurious to persons, property, or improvements in the vicinity and zoning district in which the property is located.

Because GPA 23-01 and ZMA 436 have been denied, the proposed residential use remains inconsistent with the Site's existing General Commercial land use designation and C1 zoning.

Granting the Conditional Use Permit would not be consistent with applicable objective General Plan and zoning standards governing land use designation and development intensity and would therefore be detrimental to the welfare of adjacent properties.

The Project would convert a site designated for commercial use within an established corridor of commercial uses stretching along the south side of Warner Avenue from Newland Street to Bushard Street to residential use, resulting in a reduction of commercially designated land as identified in the General Plan Land Use Map.

The Project also introduces a higher-density residential development adjacent to lower-density residential zoning and development. This results in measurable differences in land use designation, density, and building height between the Project site and adjacent properties.

These changes are not consistent with the adopted land use framework for the site and surrounding area as defined by the General Plan and zoning regulations.

6. The proposed project has been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA) and the City's Environmental Review Procedures.

An Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program were prepared for the Project and included in the administrative record. The MND was circulated for public review from January 14, 2026, through February 13, 2026, and the City received and considered comments and responses to comments. The City Council has reviewed and considered the environmental documentation as part of the full administrative record.

Because the City Council is denying PP 577 and CUP 1929 and denying the Project, CEQA Guidelines section 15270 applies. CEQA does not apply to projects that a public agency rejects or disapproves. Accordingly, the City Council is not required to adopt the MND or MMRP or make CEQA findings approving the environmental document.

7. By signing this Resolution, the applicant has demonstrated his/her understanding of the conditions imposed in the Conditional Use Permit granted to him/her and has agreed on the record to abide by those conditions.

Not applicable. There are no conditions of approval for this denial of the Precise Plan No. 577 and Conditional Use Permit No. 1929.

SECTION 4

Four (4) of the required findings cannot be made to approve Precise Plan No. 577 as required by the Fountain Valley Municipal Code Section 21.44.050.

SECTION 5

Six (6) of the required findings cannot be made to approve Conditional Use Permit No. 1929 as required by the Fountain Valley Municipal Code Section 21.36.050.

SECTION 6

Based on the City Council's independent review of the full administrative record and the findings set forth above, the City Council hereby denies the appeal and upholds the denial of Precise Plan No. 577 and Conditional Use Permit No. 1929.

PASSED, APPROVED AND ADOPTED THIS 2ND DAY OF JUNE, 2026.

ATTEST:

Rick Miller, City Clerk

Jim Cunneen, Mayor

APPROVED AS TO FORM

HARPER & BURNS LLP

Attorneys for the City
City of Fountain Valley

ATTACHED: "EXHIBIT A"

Exhibit A

Legal Description

A.P.N.: 167-361-17

The Land referred to herein below is situated in the City of Fountain Valley, County of Orange, State of California, and is described as follows:

PARCEL NO. 1, AS SHOWN ON A MAP RECORDED IN BOOK 131, PAGES 46 AND 47 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN ALL OIL, GAS, MINERALS, AND HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND, BUT WITHOUT THE RIGHT OF ENTRY UPON ANY PORTION OF THE SURFACE OF SAID LAND FOR REMOVING OR MARKETING SAID SUBSTANCES, AS RESERVED IN THE DEED FROM C.C. BREADING AND WIFE, RECORDED JULY 15, 1955 IN BOOK 3139, PAGE 583, OFFICIAL RECORDS.

CITY OF FOUNTAIN VALLEY
CITY COUNCIL
COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: June 2, 2026

SUBJECT: Conduct a Public Protest Hearing Regarding a Five-Year Residential Solid Waste Rate Adjustment Schedule, Based on Increased County Disposal Fees Under the WISE Agreement

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Three-Year Strategic Goals

- ☐ Cultivate a welcoming culture and safe environment that makes our community "A Nice Place to Live."
- ☐ Ensure long-term fiscal stability by evaluating processes, and attract and retain revenue producing businesses/opportunities.
- ☐ Attract and retain quality staff through best practices and trends.
- ☐ Maintain, build, plan for, and modernize infrastructure to support the growth and future needs of the City.
- ☒ Not applicable.

EXECUTIVE SUMMARY

Commencing July 1, 2026, the County of Orange (County) is increasing landfill fees for municipal solid waste disposal and services.

On April 7, 2026, the City Council authorized staff to distribute the "Notice of Proposition 218 Public Protest Hearing Regarding Proposed Residential Trash Collection Rate Adjustment" in accordance with Proposition 218. Notices were distributed to all residential trash ratepayers in adequate time to meet the minimum 45-day period required prior to the public protest hearing, wherein affected customers can protest the proposed rates. At the time of this writing, the City has received five (5) letters of protest regarding the proposed rate increases.

It is recommended that the City Council conduct a public protest hearing regarding the proposed residential trash disposal rate adjustment schedule in compliance with Proposition 218 and, if a majority protest does not exist, adopt a resolution establishing the adjusted residential trash rates and five-year rate adjustment schedule.

DISCUSSION

The County, through Orange County Waste & Recycling (OCWR), operates the County-owned landfill system, including three (3) active landfills and approximately 20 inactive sites. Since 1997, Orange County cities have participated in the Waste Disposal Agreement (WDA),

which provided guaranteed landfill capacity and disposal rates of at least 10% below noncontract customers. The WDA has been amended several times, in 2004, 2009, 2015, and most recently for a one-year extension in 2025.

As the WDA neared expiration, OCWR developed the successor Waste Infrastructure System Enterprise (WISE) Agreement. The Orange County City Managers Association (OCCMA), representing cities, sanitary districts, and special districts that rely on the landfill system, coordinated review and negotiation beginning in late 2024. In 2025, OCCMA secured a one-year extension of the WDA through June 30, 2026, allowing additional time for negotiations.

The current WDA limits annual rate increases to CPI and does not account for rising operational, regulatory, and environmental compliance costs. OCWR also indicated that additional capital was needed to fund the Brea (Olinda Alpha) landfill closure and to significantly expand the capacity of the landfill in San Juan Capistrano (Prima Deshecha) over the course of the 10-year term. Through negotiations, OCCMA reached an agreement on a phased rate structure for the first three years of the agreement.

Starting in FY 2029-30, the County contract disposal rate is subject to the CPI-based adjustment formula set forth in the WISE Agreement (which is a blended CPI index (60% Solid Waste, Water, and Sewer; 40% All Urban Consumers).

Fiscal Year	Contract Rate
2026–27	$67.00/ton
2027–28	$74.00/ton
2028–29	$81.00/ton
2029–30	Prior year + CPI
2030-31	Prior year + CPI

Effective July 1, 2026, the increased County disposal fees result in an 8.3% increase to monthly residential customer bills, as shown in the table below. This landfill disposal fee increase will be passed through to residential customers through solid waste service rates (subject to applicable legal requirements) and collected through water bills.

Initial Residential Rate Increase Effective July 1, 2026

Resident	1/1/2026	Disposal Adjustment	7/1/2026	Increase
Trash	$ 30.88	8.3%	$ 33.44	$ 2.56
Admin Fee - City Billed	$ 1.39	0.0%	$ 1.39	$ -
Total	$ 32.27		**$ 34.83**	$ 2.56

Senior (62 years and older)	**1/1/2026**	**Disposal Adjustment**	**7/1/2026**	**Increase**
Trash	$ 26.89	8.3%	$ 29.12	$ 2.23
Admin Fee - City Billed	$ 1.39	0.0%	$ 1.39	$ -
Total	$ 28.28		**$ 30.51**	$ 2.23

For the July 1, 2026, residential rate adjustment, the amount of the annual residential rate adjustment is determined by applying the percentage increase in the County contract landfill disposal rate under the WISE Agreement to the fixed disposal portion of the monthly residential trash rate and the monthly senior residential trash rate, excluding the City administrative fee. Future annual adjustments will be determined by applying the percentage increase in the County contract landfill disposal rate under the WISE Agreement from the immediately preceding year to the applicable adjustment year to that same fixed disposal portion of the monthly residential trash rate and the monthly senior residential trash rate, excluding the City administrative fee.

For purposes of the proposed five-year schedule, the disposal portion of the monthly residential and senior residential trash rate is fixed at 15.62% of the monthly rate. That 15.62% figure is not the annual rate increase; it is the fixed disposal portion used to calculate the rate adjustment. These proposed adjustments apply only to the disposal-cost portion of the residential trash rate and do not apply to the collection portion of the rate or to the City administrative fee. The City will not retain revenue from these adjustments beyond the amount necessary to recover increased County landfill disposal costs attributable to residential service.

This five-year schedule does not modify or extend the separate hauler CPI adjustment schedule previously authorized by the City Council for Republic Services, which remains in effect through December 31, 2027.

PROPOSED 5-YEAR RESIDENTIAL TRASH RATE INCREASE
DUE TO INCREASED COUNTY DISPOSAL FEES
(per dwelling unit per month)

Effective Date	**Monthly Increase in Standard Residential Rate**	**Monthly Increase in Senior Residential Rate**
July 1, 2026	$2.56	$2.23
July 1, 2027	$0.74	$0.64
July 1, 2028	$0.75	$0.65
July 1, 2029	Previous year + CPI Increase[1]	Previous year + CPI Increase[1]
July 1, 2030	Previous year + CPI Increase[1]	Previous year + CPI Increase[1]

[1] *"Consumer Price Index" or "CPI" means a blend of the following two indexes based on the following percentage of each: 60% of the CPI shall be comprised of the Consumer Price Index published by the Bureau of Labor Statistics for All Urban Consumers: Water and Sewer and Trash Collection Services in U.S. City Average (CUSR0000EHG); and, 40% of the CPI shall be comprised of the Consumer Price Index for All Urban Consumers, not seasonally adjusted, all items index (CPI-U) – All items in Los Angeles-Long Beach-Anaheim (CUURS49ASA0). In the event either of the forgoing indexes is no longer published during the term of this Agreement, such other index identified by the Bureau of Labor Statistics as a replacement or otherwise generally accepted as a replacement shall be used for purposes of this Agreement; and, in the absence thereof, the Orange County Board of Supervisors shall select an index that it determines most closely reflects the forgoing and best implements the intent of this Agreement.*

At the time of this writing, the City has received five (5) letters of protest regarding the proposed rate increases. In addition to the protest letters, City staff have received and assisted with several inquiries about Senior Rate discounts.

Under California's Proposition 218, a "majority protest" for this item is defined as a simple majority of 50% plus one of the affected residential customers. If 50% plus one customer (7,317 of 14,632 metered residential customers) file written protests to the subject rate increases, the threshold will be met, and the City Council may not impose the proposed rate adjustments. If the threshold is not met, the City Council can move forward with the proposed rate increases.

FISCAL REVIEW

The residential rate adjustment and any future adjustments included in the five-year schedule are intended to only recover increased County landfill disposal costs attributable to residential solid waste service under the WISE Agreement. The adjustments do not affect the City administrative fee and are not intended to generate revenue beyond the amount necessary to recover those increased disposal costs.

PUBLIC NOTIFICATION

This item was noticed as a public protest hearing for June 2, 2026, in accordance with rules and regulations regarding the noticing of public hearings and agendized items and topics for discussion and/or action. In addition, notices were mailed to all residential trash customers a minimum of 45 days prior to June 2, 2026, public protest hearing in accordance with Proposition 218.

ENVIRONMENTAL IMPACT REVIEW

Not applicable.

ATTORNEY REVIEW

The Attorneys for the City have reviewed and approved the resolution and the procedure as it pertains to Proposition 218 requirements.

ALTERNATIVES

Alternative No. 1: Conduct a public protest hearing regarding the proposed residential trash disposal rate adjustment schedule, based on increased County fees, in compliance with Proposition 218. If a majority protest does not exist, adopt a resolution establishing adjusted residential trash rates and the five-year rate adjustment schedule. This is the recommended alternative.

Alternative No. 2: Conduct a public protest hearing regarding the proposed residential trash disposal rate adjustment schedule, based on increased County fees, in compliance with Proposition 218, but do not adopt a resolution establishing the adjusted residential trash rates or five-year rate adjustment schedule. No residential rate adjustment or rate adjustment schedule would be presented to property owners unless separately authorized by the City Council at a later date. This is not recommended as the County's increased disposal fee will then need to be paid through City funds, which will likely impact (reduce or eliminate) other existing City services.

Alternative No. 3: Conduct a public protest hearing regarding the proposed residential trash disposal rate adjustment schedule in compliance with Proposition 218 and, if a majority protest does not exist, amend and adopt the resolution at a rate lower than the adjusted rate. This is not recommended as the County's increased disposal fee will then need to be paid through City funds, which will likely impact (reduce or eliminate) other existing City services.

RECOMMENDATION

Staff recommends that the City Council approve Alternative No. 1, which is to conduct a public protest hearing regarding the proposed residential trash disposal rate adjustment schedule in compliance with Proposition 218 and, if a majority protest does not exist, adopt a resolution establishing the adjusted residential trash rates and five-year rate adjustment schedule.

Prepared by: Scott Smith, Public Works Director

Fiscal review by: Ryan Smith, Finance Director

Approved by: Maggie Le, City Manager

Attachments:

1. Resolution Establishing Adjusted Residential Trash Rates and Five-Year Rate Adjustment Schedule
2. Notice of Prop 218 Protest Hearing
3. Proof of Mailing

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOUNTAIN VALLEY ESTABLISHING ADJUSTED RESIDENTIAL TRASH RATES AND A FIVE-YEAR RATE ADJUSTMENT SCHEDULE BASED ON INCREASED COUNTY DISPOSAL FEES UNDER THE WASTE INFRASTRUCTURE SYSTEM ENTERPRISE AGREEMENT

WHEREAS, the City of Fountain Valley provides for the collection and disposal of residential solid waste within the City and participates in the County of Orange landfill disposal system for the disposal of municipal solid waste generated within the City; and

WHEREAS, the County of Orange, through Orange County Waste & Recycling, owns and operates the County landfill system, and, commencing July 1, 2026, is increasing landfill fees for municipal solid waste disposal and services under the Waste Infrastructure System Enterprise Agreement, also known as the WISE Agreement; and

WHEREAS, the increased County disposal fees will increase the cost of providing residential solid waste disposal services to properties within the City; and

WHEREAS, the proposed residential trash rate adjustment and five-year rate adjustment schedule are intended to recover increased County landfill disposal costs attributable to residential solid waste service under the WISE Agreement; and

WHEREAS, the proposed adjustments apply only to the disposal-cost portion of the residential trash rate and do not apply to the collection portion of the rate or to the City administrative fee, which will remain unchanged; and

WHEREAS, the City will not retain revenue from these adjustments beyond the amount necessary to recover increased County landfill disposal costs attributable to residential service; and

WHEREAS, the proposed five-year residential trash rate adjustment schedule does not modify or extend the separate hauler Consumer Price Index adjustment schedule previously authorized by the City Council for Republic Services, which remains in effect through December 31, 2027; and

WHEREAS, Article XIIID of the California Constitution, commonly known as Proposition 218, requires that before a property-related fee or charge is imposed or increased, written notice must be mailed to affected property owners or ratepayers at least 45 days before a public protest hearing; and

WHEREAS, on April 7, 2026, the City Council authorized staff to distribute the “Notice of Proposition 218 Public Protest Hearing Regarding Proposed Residential

Trash Collection Rate Adjustment" in accordance with Proposition 218, and the City caused notices to be mailed to all affected residential trash ratepayers in adequate time to meet the minimum 45-day notice period required before the public protest hearing; and

WHEREAS, on June 2, 2026, the City Council conducted a duly noticed public protest hearing to consider the proposed residential trash disposal rate adjustment schedule, and written protests were accepted before and during the public protest hearing, up to the conclusion of the hearing; and

WHEREAS, at the conclusion of the public protest hearing, a majority protest did not exist; and

WHEREAS, Government Code section 53756 authorizes the City to adopt a schedule of property-related fees or charges for a period not to exceed five years, including a schedule of adjustments based on a clearly defined formula; and

WHEREAS, the City Council has considered the staff report, staff presentation, written protests, public testimony, and all other evidence presented; and

WHEREAS, the City Council finds that the proposed residential trash rate adjustment and five-year rate adjustment schedule comply with the procedural and substantive requirements of Proposition 218; and

WHEREAS, the City Council further finds that the proposed rates do not exceed the funds required to provide the service, will not be used for any purpose other than that for which the rates are imposed, are proportionate to the cost of providing service to the affected parcels, and are imposed only for services actually used by, or immediately available to, the affected properties.

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

SECTION 1. RECITALS. The above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. PROPOSITION 218 PUBLIC PROTEST HEARING. The City Council hereby finds that the public protest hearing was properly noticed and conducted in accordance with Article XIIID of the California Constitution and applicable law.

SECTION 3. NO MAJORITY PROTEST. The City Council hereby finds that a majority protest does not exist. Therefore, the City Council may impose the proposed residential trash rate adjustments.

SECTION 4. APPROVAL OF ADJUSTED RESIDENTIAL TRASH RATES AND FIVE-YEAR RATE ADJUSTMENT SCHEDULE. The City Council hereby approves and

adopts the adjusted residential trash rates and five-year rate adjustment schedule set forth in Exhibit “A,” attached hereto and incorporated herein by this reference.

SECTION 5. EFFECTIVE DATE OF ADJUSTED RATES. The adjusted residential trash rates shall become effective July 1, 2026.

SECTION 6. FUTURE RATE ADJUSTMENTS. Future adjustments within the five-year rate adjustment schedule shall be calculated and implemented in accordance with the methodology set forth in Exhibit “A,” limited to the disposal-cost portion of the residential trash rates, and subject to applicable law.

SECTION 7. IMPLEMENTATION. The City Manager, or designee, is authorized and directed to take all actions necessary or appropriate to implement this Resolution, including calculating and applying the approved rate adjustments and causing the adjusted rates to be billed and collected through the City’s utility billing system.

SECTION 8. SEVERABILITY. If any provision of this Resolution, or the application of any provision of this Resolution to any person or circumstance, is held invalid, the remainder of this Resolution, and the application of such provision to other persons or circumstances, shall not be affected thereby.

SECTION 9. FULL FORCE AND EFFECT. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Fountain Valley this 2nd day of June 2026.

_____
Mayor Jim Cunneen

ATTEST:

_____
Rick Miller, City Clerk

APPROVED AS TO FORM:

_____
Harper & Burns LLP
Attorneys for the City

EXHIBIT “A”

ADJUSTED RESIDENTIAL TRASH RATES AND FIVE-YEAR RATE ADJUSTMENT SCHEDULE BASED ON INCREASED COUNTY DISPOSAL FEES

The residential trash rate adjustment adopted by this Resolution is intended to recover increased County landfill disposal costs attributable to residential solid waste service under the WISE Agreement. The adjustment applies only to the disposal-cost portion of the residential trash rate and does not apply to the collection portion of the rate or to the City administrative fee.

The City administrative fee remains unchanged.

INITIAL RESIDENTIAL RATE ADJUSTMENT EFFECTIVE JULY 1, 2026

Standard Residential Rate

Rate Component	**Current 1/1/2026**	**Disposal Adjustment**	**Effective 7/1/2026**	**Increase**
Trash	$30.88	8.3%	$33.44	$2.56
Admin Fee - City Billed	$1.39	0.0%	$1.39	$0.00
Total	$32.27		$34.83	$2.56

Senior Residential Rate, 62 Years and Older

Rate Component	**Current 1/1/2026**	**Disposal Adjustment**	**Effective 7/1/2026**	**Increase**
Trash	$26.89	8.3%	$29.12	$2.23
Admin Fee - City Billed	$1.39	0.0%	$1.39	$0.00
Total	$28.28		$30.51	$2.23

PROPOSED FIVE-YEAR RESIDENTIAL TRASH RATE ADJUSTMENT SCHEDULE
DUE TO INCREASED COUNTY DISPOSAL FEES
PER DWELLING UNIT PER MONTH

Effective Date	Monthly Increase in Standard Residential Rate	Monthly Increase in Senior Residential Rate
July 1, 2026	$2.56	$2.23
July 1, 2027	$0.74	$0.64
July 1, 2028	$0.75	$0.65
July 1, 2029	Previous year + CPI Increase	Previous year + CPI Increase
July 1, 2030	Previous year + CPI Increase	Previous year + CPI Increase

For purposes of the five-year rate adjustment schedule, the disposal portion of the monthly residential and senior residential trash rates is fixed at 15.62% of the applicable monthly rate. This 15.62% figure is not the annual rate increase; it is the fixed disposal portion used to calculate the rate adjustment. The adopted adjustments apply only to the disposal-cost portion of the residential trash rate and do not apply to the collection portion of the rate or to the City administrative fee.

“Consumer Price Index” or “CPI” means a blend of the following two indexes based on the following percentage of each: 60% of the CPI shall be comprised of the Consumer Price Index published by the Bureau of Labor Statistics for All Urban Consumers: Water and Sewer and Trash Collection Services in U.S. City Average (CUSR0000EHG); and 40% of the CPI shall be comprised of the Consumer Price Index for All Urban Consumers, not seasonally adjusted, all items index (CPI-U) – All items in Los Angeles-Long Beach-Anaheim (CUURS49ASA0). In the event either of the foregoing indexes is no longer published during the term of the WISE Agreement, such other index identified by the Bureau of Labor Statistics as a replacement or otherwise generally accepted as a replacement shall be used for purposes of the WISE Agreement; and, in the absence thereof, the Orange County Board of Supervisors shall select an index that it determines most closely reflects the foregoing and best implements the intent of the WISE Agreement.

NOTICE OF PROPOSITION 218 PROTEST HEARING REGARDING PROPOSED RESIDENTIAL TRASH COLLECTION RATE ADJUSTMENT

NOTICE IS HEREBY GIVEN that the Fountain Valley City Council will hold a public hearing on **Tuesday, June 2, 2026, at 6:00 p.m.**, in the City Council Chambers, 10200 Slater Avenue, to consider a proposed increase to the residential trash collection rates effective July 1, 2026, together with a proposed five-year schedule of annual residential trash rate adjustments, necessary to pay for increased County landfill disposal fees. The current residential trash collection rates are:

Category	Current	Proposed 7/1/2026	Monthly Increase
Standard Residential	$32.27	$34.83	$2.56
Senior Residential	$28.28	$30.51	$2.23

- The standard residential trash collection rates consist of three subcomponents:
  - (1) collection (80.8%), (2) disposal (14.9%), and (3) administrative (4.3%).
- The senior residential trash collection rates consist of three subcomponents:
  - (1) collection (80.2%), (2) disposal (14.9%), and (3) administrative (4.9%).

The current amount of each subcomponent is shown below:

Category	Collection	Disposal	Administrative	Total
Standard Residential	$26.06	$4.82	$1.39	$32.27
Senior Residential	$22.69	$4.20	$1.39	$28.28

The proposed increase is to the disposal component. The proposed increases to the disposal component over the next five years are as follows:

Effective Date	Monthly Increase in Standard Residential Disposal Component	Monthly Increase in Senior Residential Disposal Component
July 1, 2026	$2.56	$2.23
July 1, 2027	$0.74	$0.64
July 1, 2028	$0.75	$0.65
July 1, 2029	Previous year + CPI* Increase	Previous year + CPI* Increase
July 1, 2030	Previous year + CPI* Increase	Previous year + CPI* Increase

* For the calculation of CPI, see below

- "Consumer Price Index" or "CPI" means a blend of the following two indexes based on the following percentage of each: 60% of the CPI shall be comprised of the Consumer Price Index published by the Bureau of Labor Statistics for All Urban Consumers: Water and Sewer and Trash Collection Services in U.S. City Average (CUSR0000EHG); and, 40% of the CPI shall be comprised of the Consumer Price Index for All Urban Consumers, not seasonally adjusted, all items index (CPI-U) – All items in Los Angeles-Long Beach-Anaheim (CUURS49ASA0). In the event either of the forgoing indexes is no longer published during the term of this Agreement, such other index identified by the Bureau of Labor Statistics as a replacement or otherwise generally accepted as a replacement shall be used for purposes of this Agreement; and, in the absence thereof, the Orange County Board of Supervisors shall select an index that it determines most closely reflects the forgoing and best implements the intent of this Agreement.

Under Proposition 218, protests to the proposed rate adjustment schedule must be delivered in writing to the City Clerk, City of Fountain Valley, 10200 Slater Avenue, Fountain Valley, CA 92708, prior to the conclusion of the Public Protest Hearing on June 2, 2026. Please include the Fountain Valley address of the affected property with any correspondence.

Questions or comments regarding the proposed rate adjustment may be directed to the City of Fountain Valley Public Works Department at (714) 593-4441 or e-mailed to fvproud@fountainvalley.org.

CITY OF FOUNTAIN VALLEY
10200 Slater Avenue
Fountain Valley, CA 92708-4736

Resident
Billing Address
Fountain Valley, CA 92708

Invoice

Reference No.:	**308627**
Date:	30-Apr-2026
Due Date:	30-Apr-2026
Customer ID:	FVL
Currency:	USD

InfoSend, Inc.
4240 East La Palma Avenue
Anaheim, CA, 92807-1816
Phone: 800-955-9330

BILL TO:	SHIP TO:
City Of Fountain Valley PO Box 8030 Fountain Valley CA 92708-4736 United States of America Attn: Accounts Payable	City of Fountain Valley PO Box 8030 Fountain Valley CA 92708-4736 United States of America

CUSTOMER REF. NUMBER	TERMS	CONTACT
FVL | Prop 218	Due on receipt	

SO TYPE	SO NUMBER	SHIPMENT NUMBER	CUSTOMER P.O. NO.
IN	18833	<NEW>	FVL | Prop 218

NO.	ITEM	QTY.	UOM	UNIT PRICE	DISC.	EXTENDED PRICE
1	DC MANUAL-PAPER: FVM0413A ; Paper: 8.5x11 Plain Uncoated White	14,632.00	PIECE	0.01600	0%	234.11
2	DC MANUAL-DATA PROCESSINGPRINT: Data Processing/Print: CASS, stnd, presort, walk sequence, merge to reverse, print 1/1	14,632.00	PIECE	0.17000	0%	2,487.44
3	DC MANUAL-OUTGOING ENVELOPE: FVM0413A : Outgoing Envelope: ENV-INF-#10-MM-IND	14,632.00	PIECE	0.02700	0%	395.06
4	DC MANUAL-MAILING SERVICES: FVM0413A ; Mailing Services: Bindery, trim, sort, insert, deliver to Post Office	14,632.00	PIECE	0.04000	0%	585.28
5	DC MANUAL-POSTAGE: FVM0413A : Postage: 14632 Mail Pieces	1.00	PIECE	5,400.27000	0%	5,400.27
6	SET UP FEE: FVM0413A : Set Up Fee	1.00	PIECE	150.00000	0%	150.00
7	DC MANUAL-DATA PROCESSINGPRINT: FVM0413A : ** Three Day Rush Fee **	1.00	PIECE	300.00000	0%	300.00

NOTE:

We accept payments on our payment portal: https://www.onlinebiller.com/invoicepay. Please note payments via ACH are free of charge.

Sales Total:	9,552.16
Tax Total:	264.78
Total (USD):	**9,816.94**

CITY OF FOUNTAIN VALLEY
CITY COUNCIL

COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: June 2, 2026

SUBJECT: Amendment and Repeal of Municipal Code Provisions to Ensure Compliance with the California Fair Chance Act

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THREE-YEAR STRATEGIC GOAL

☐ Cultivate a welcoming culture and safe environment that makes our community "A Nice Place to Live."
☐ Ensure long-term fiscal stability by evaluating processes and attract and retain revenue producing businesses/opportunities.
☒ Attract and retain quality staff through best practices and trends.
☐ Maintain, build, plan for, and modernize infrastructure to support the growth and future needs of the City.
☐ Not applicable

EXECUTIVE SUMMARY

The purpose of this item is to ensure that the City's Municipal Code and hiring practices are in compliance with the California Fair Chance Act (Government Code section 12952; Cal. Code Regs. Tit. 2, § 11017.1), which governs how employers consider an applicant's criminal history during the hiring process.

Staff recommends the repeal of Municipal Code Sections 2.52.075 and 2.52.076, which currently automatically disqualify job applicants from employment based on felony convictions and outline associated appeal procedures. These sections in the Municipal Code conflict with state law because the California Fair Chance Act prohibits inquiring into the criminal history of applicants before a conditional employment offer is made for covered positions and requires an individualized assessment rather than a blanket disqualification based solely on the existence of a felony conviction.

Additionally, staff recommends amending Municipal Code Sections 2.52.060 and 2.52.070 to ensure compliance with state law regarding the timing and use of criminal background checks during the hiring process. Municipal Code Section 2.52.077 governing qualifications of peace officer applicants will also be updated to remove the now-outdated reference to appeal rights.

DISCUSSION

Municipal Code Section 2.52.075 currently states that applicants "shall be prima facie disqualified from employment, licensing, or certification if convicted of a felony", including nolo contendere pleas. Section 2.52.076 provides a discretionary appeal process to the City Manager, who may consider mitigating factors but is not required to perform an individualized assessment.

These sections in the Municipal Code conflict with current state law because the California Fair Chance Act prohibits inquiring into the criminal history of applicants before a conditional employment offer is made for covered positions and requires an individualized assessment rather than a blanket disqualification based solely on the existence of a felony conviction

Furthermore, Municipal Code Section 2.52.077 provides that peace officer applicants shall be conclusively disqualified for a felony conviction and makes reference to general appeal rights given to applicants. However, the referenced appeal rights in 2.52.060 are proposed for repeal, making this reference outdated. The automatic disqualification of felons from peace officer roles is still permitted under state law, but removing the reference to "general appeal rights" is warranted to eliminate confusion.

Additionally, staff recommends amending Municipal Code Sections 2.52.060 and 2.52.070 to ensure compliance with state law concerning the timing and use of criminal background and fingerprinting checks during the hiring process and align the Code with the City's current practices. Employers can still obtain criminal history information and submit applicants to fingerprinting identification, but only after an offer is made.

To bring the City's policies into compliance with state law, the proposed actions include**:**

1. Repeal existing Municipal Code Sections 2.52.075 and 2.52.076 to eliminate the automatic disqualification of felony convictions and a non-compliant appeal process; and
2. Amend Municipal Code Sections 2.52.060, 2.52.070, and 2.52.077 to specify that access to criminal history and fingerprinting shall occur after a conditional offer of employment is made, unless otherwise required by state or federal law (e.g. Peace Officer positions), and ensure peace officers disqualification procedures are consistent with the California Fair Chance Act; and

FINANCIAL ANALYSIS

There is no fiscal impact anticipated as a result of the proposed changes.

ATTORNEY REVIEW

The City Attorney has reviewed and approved the proposed Ordinance repealing Municipal Code Sections 2.52.075 and 2.52.076 and amending Municipal Code Sections

2.52.060, 2.52.070, and 2.52.077 to ensure compliance with the California Fair Chance Act (Government Code Section 12952; Cal. Code Regs. Tit. 2, § 11017.1.)

ALTERNATIVES

Alternative No.1: Ensure legal compliance with the California Fair Chance Act and proceed with staff's recommendation to:

1. Repeal Municipal Code Sections 2.52.075 and 2.52.076.
2. Amend Municipal Code Sections 2.52.060, 2.52.070, and 2.52.077.

Alternative No. 2: Take no action, and do not:

1. Repeal Municipal Code Sections 2.52.075 and 2.52.076.
2. Amend new Municipal Code Sections 2.52.060, 2.52.070 and 2.52.077.

RECOMMENDATION

Staff recommends Alternative No. 1 and requests council take the following actions:

1. Repeal Municipal Code Sections 2.52.075 and 2.52.076.
2. Amend Municipal Code Sections 2.52.060, 2.52.070 and 2.52.077.

Prepared by:	Vanessa Lassooy, Attorney for the City
Reviewed by:	Tamaryn Roberts, Human Resources Manager
Reviewed by:	Tania Knauerhaze, Human Resources Director
Approved by:	Maggie Le, City Manager

Attachments:

1. Ordinance of the City Council of the City of Fountain Valley Repealing Fountain Valley Municipal Code Sections 2.52.075 and 2.52.076 and amending Municipal Code Sections 2.52.060, 2.52.070, and 2.52.077 Regarding Consideration of Criminal History in Employment Decisions.

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FOUNTAIN VALLEY REPEALING FOUNTAIN VALLEY MUNICIPAL CODE SECTION 2.52.075 AND 2.52.076 AND AMENDING MUNICIPAL CODE SECTIONS 2.52.060, 2.52.070 AND 2.52.077 TO ENSURE COMPLIANCE WITH THE CALIFORNIA FAIR CHANCE ACT.

WHEREAS, the California Fair Chance Act (Government Code Section 12952) prohibits employers from inquiring or considering an applicant's criminal history prior to extending a conditional offer of employment; and

WHEREAS, the California Fair Chance Act further requires that any consideration of criminal conviction history be preceded by an individualized assessment of the applicant with an opportunity for the applicant to respond before a conditional offer of employment is rescinded; and

WHEREAS, Municipal Code Section 2.52.075 allows a prima facie disqualification of job applicants based solely the applicant's criminal history, and Municipal Code Section 2.52.076 establishes an appeal process that is not in compliance with the requirements of the California Fair Chance Act; and

WHEREAS, Municipal Code Section 2.52.077 governs an applicant's qualification for peace officer positions and includes a reference to "general appeal rights" for applicants, which will become outdated following the repeal of Municipal Code Section 2.52.076; and

WHEREAS, Municipal Code Sections 2.52.060 and 2.52.070 authorizes access to an applicant's employment history and fingerprinting at stages during the hiring process that conflict with the California Fair Chance Act; and

WHEREAS, the City desires to revise its Municipal Code to ensure compliance with state law and to ensure the Code aligns with the City's current practices.

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

SECTION 1. Repeal of Fountain Valley Municipal Code Sections 2.52.075 and 2.52.076

Fountain Valley Municipal Code Sections 2.52.075 and 2.52.076 are hereby repealed in their entirety.

///
///

SECTION 2. Amendment of Fountain Valley Municipal Code Section 2.52.060

Municipal Code Section 2.52.060 is hereby amended to read as follows:

2.52.060 – State and Federal Summary Criminal History Access

The City is authorized to access federal and state summary criminal history information for employment (including volunteers), licensing, or certification purposes, to the extent permitted by state and federal law, pursuant to the authority provided in Penal Code Sections 11105 and 13300, and may not disseminate said information to any private person or entity except as expressly permitted or required by law.

Except where state and federal law requires a criminal history background check or otherwise authorizes earlier access, the City shall obtain criminal history information only after a conditional offer of employment has been made.

SECTION 3. Amendment of Fountain Valley Municipal Code Section 2.52.070

Municipal Code Section 2.52.070 is hereby amended to read as follows:

2.52.070 – Fingerprinting/ investigation required

Appointees, applicants, and prospective employees for positions for which fingerprinting is required or authorized by law, shall submit to fingerprinting as directed by City. The Police or Human Resources department shall submit the fingerprinting identifying information to the Department of Justice and the Federal Bureau of Investigation.

Fingerprinting or similar identification shall only be initiated after a conditional offer of employment has been made, except where state or federal law requires or expressly authorizes the fingerprinting or similar identification to occur earlier.

SECTION 4. Amendment of Fountain Valley Municipal Code Section 2.52.077

Municipal Code Section 2.52.077 is hereby amended to read as follows:

2.52.077 – Peace Officers

Applicants for a position as a peace officer shall be conclusively disqualified for convictions of a felony.

SECTION 4. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining provisions of this Ordinance.

SECTION 5. Effective Date. This Ordinance shall take effect thirty (30) days following its adoption.

SECTION 6. Certification. The City Clerk shall certify the passage and adoption of this Ordinance and shall cause the same to be published or posted in the manner required by law.

INTRODUCED at a regular meeting of the City Council of Fountain Valley, held on the ___ day of _____, 2026.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Fountain Valley, on the ____ day of _____, 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____ _____
Rick Miller, City Clerk Jim Cunneen, Mayor

APPROVED AS TO FORM:

HARPER & BURNS LLP

_____
Attorneys for the City

CITY OF FOUNTAIN VALLEY
CITY COUNCIL
COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: June 2, 2026

SUBJECT: Accept the bids and award a construction contract to ONYX Paving Company Inc. for the Residential Roadway Rehabilitation Project (City Quadrant B4), Project No. 26002, in the amount not-to-exceed $2,317,000.

Three-Year Strategic Goals

- ☒ Cultivate a welcoming culture and safe environment that makes our community "A Nice Place to Live."
- ☐ Ensure long-term fiscal stability by evaluating processes, and attract and retain revenue producing businesses/opportunities.
- ☐ Attract and retain quality staff through best practices and trends.
- ☒ Maintain, build, plan for, and modernize infrastructure to support the growth and future needs of the City.
- ☐ Not applicable.

EXECUTIVE SUMMARY

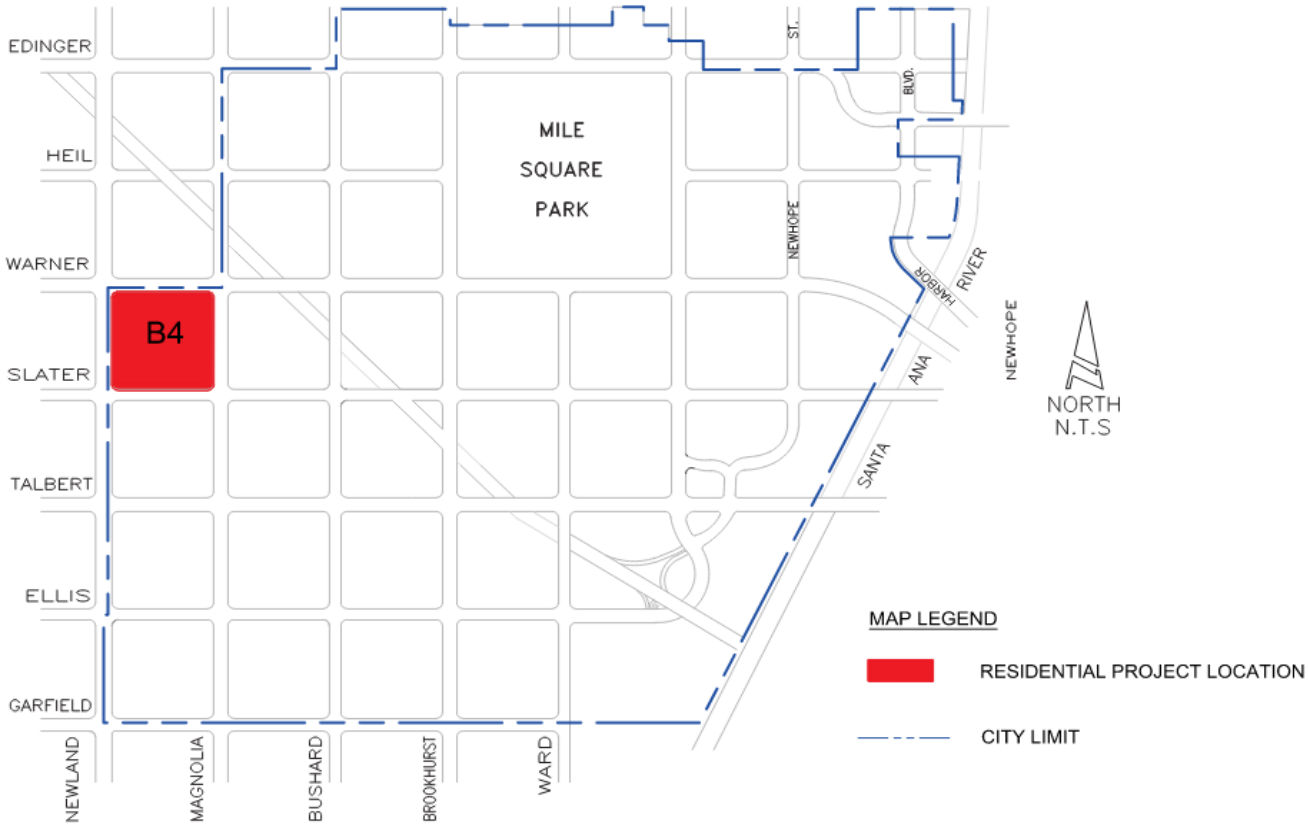
Staff recommends that the City Council accept the bids and award a construction contract to ONYX Paving Company Inc. for the Residential Roadway Rehabilitation Project (City Quadrant B4) in the amount not-to-exceed $2,317,000. Staff intends to administratively issue a Purchase Order to Willdan Engineering for Construction Management Services with Inspection Services in the amount not-to-exceed $85,132, and a Purchase Order to The Converse Professional Group for Materials Testing Services in the amount not-to-exceed $20,535.

In a continuing effort to increase the longevity of the City of Fountain Valley's residential streets, the Engineering Division is preparing the next residential roadway rehabilitation project. This Project provides rehabilitation and resurfacing of City streets in Quadrant B4, bounded by Slater Avenue, Newland Street, Warner Avenue, and Magnolia Street. Construction is anticipated to begin in July 2026 and be completed by the end of September 2026.

The construction of this project is funded by the following funds: Gas Tax Fund, RMRA (SB1) Fund, General Fund, Measure HH Fund, Enterprise Water and Sewer Funds, and Solid Waste Fund. There is adequate funding within the FY2026/2027 Adopted Budget.

DISCUSSION

The City's residential roadway rehabilitation program maintains quality pavement conditions by virtue of the use of varying pavement rehabilitation treatment types. The residential roadway rehabilitation program also includes improvements to deficient curbs, gutters, parkways, and non-ADA compliant sidewalks and curb ramps.



The FY2026/2027 Residential Roadway Rehabilitation Project (City Quadrant B4) will consist of a combination of the following methods, depending upon pavement conditions and appropriate treatment:

- Mill and overlay of asphalt concrete;
- Removal and reconstruction of deteriorated sections of curb and gutter;
- Removal and reconstruction of damaged sidewalk panels;
- Removal and reconstruction of deteriorated driveway approaches;
- Removal and reconstruction of deteriorated cross gutters;
- Adjustment of utility covers to grade;
- Restoration and installation of traffic delineation/striping and traffic loops;
- Removal, furnishing, and replantation of deteriorated trees; and,
- De-weeding and epoxy treatment of concrete areas as needed.

PROCUREMENT:

On April 14, 2026, the City publicly advertised Request for Bid (RFB) No. 26-007, Residential Roadway Rehabilitation Project (City Quadrant B4), Project 26002. On May 13, 2026, the City received 11 bids. The lowest responsible and responsive bidder, ONYX Paving Company Inc., submitted a bid for $2,317,000, in accordance with City requirements and purchasing policies.

Contractor	Total Bid Amount
1. ONYX Paving Company Inc.	**$2,317,000.00**
2. Towo Enterprise Inc.	$2,385,667.40
3. Calmex Engineering, Inc.	$2,472,104.34
4. All American Asphalt	$2,474,112.00
5. Elegant Construction Inc.	$2,538,628.76
6. Hardy & Harper, Inc.	$2,565,000.00
7. Sequel Contractors, Inc.	$2,674,162.34
8. R.J. Noble Company	$2,717,081.90
9. Excel Paving Company	$2,747,734.50
10. LCR Earthwork & Engineering, Corp.	$2,892,777.04
11. Van Engineering Inc.	$3,606,145.30
Engineer's Estimate:	**$ 3,188,887.00**

ONYX Paving Company Inc. has completed similar projects for other California municipalities, including the Cities of Downey, West Covina, Temple City, Diamond Bar, and Aliso Viejo. ONYX Paving Company Inc. performed exceptional work in constructing the previous City of Fountain Valley Residential Roadway Rehabilitation Project in City Quadrant D1. Additionally, all referenced agencies recommended the contractor, noting their exceptional workmanship and excellent communication with staff and residents during construction.

ONYX Paving Company Inc. is the lowest responsive and responsible bidder for the Residential Roadway Rehabilitation (City Quadrant B4), Project 26002, and submitted a bid in accordance with City requirements and purchasing policies.

On-Call Consultant Services

Due to the project size and nature of the work, dedicated construction management, construction inspection, and materials testing services will be required on this project to ensure timely responses, contract compliance, and proper Quality Assurance/Quality Control (QA/QC) during construction activities. Therefore, City staff intends to utilize the City Council-approved On-Call consultant lists to administratively issue Purchase Orders for the construction management, construction inspection, and materials testing services that are needed for this project.

Construction Management and Construction Inspection Services

City staff solicited and received proposals from Bureau Veritas, Interwest Consulting Group, Onward Engineering, Psomas, and Willdan Engineering, from the City's On-Call consultant list for construction management services and construction inspection services. Bureau Veritas submitted a proposal in the amount of $75,735, Interwest Consulting Group submitted a proposal in the amount of $79,860, Onward Engineering submitted a proposal in the amount

of $83,175, Psomas submitted a proposal in the amount of $224,713, and Willdan Engineering submitted a proposal in the amount of $85,132.

City staff recommends Willdan Engineering for construction management and inspection services for this project. Bureau Veritas, Interwest Consulting Group, and Willdan Engineering provided the three (3) most competitive proposals. Bureau Veritas proposed a higher hourly rate and significantly less construction management hours. Interwest Consulting Group also proposed less construction management hours than Willdan Engineering. Both Interwest Consulting Group and Willdan Engineering proposed similar hourly rates. However, although the total cost for the Interwest Consulting Group proposal was slightly lower, Willdan Engineering was selected over Interwest Consulting Group because they are highly experienced, and City staff is ensuring an equitable distribution of projects across the City's on-call consultants list.

Willdan Engineering is a well-known civil engineering and construction management services firm with a good reputation. Willdan Engineering has demonstrated to be best equipped to facilitate this project as they offer the best value, and the selected construction manager and construction inspector offers more than 20 years of specialized expertise in large scale pavement rehabilitation projects similar to this project. Willdan Engineering has previously provided construction management and construction inspection services for street improvement projects with the cities of Garden Grove, Brea, Inglewood, and Pico Rivera. As such, staff intends to administratively issue a Purchase Order to Willdan Engineering in the amount of $85,132.

Materials Testing Services

City staff solicited and received proposals from The Converse Professional Group, Ninyo & Moore Geotechnical and Environmental Sciences Consultants (Ninyo and Moore), and Twining, Inc. from the City's On-Call consultant list for materials testing services. The Converse Professional Group submitted a proposal in the amount of $20,535, Ninyo and Moore submitted a proposal in the amount of $28,540, and Twining submitted a proposal in the amount of $67,062.

The Converse Professional Group has successfully provided materials and soils testing services for numerous capital improvement projects throughout Southern California. Recently, The Converse Professional Group was selected to provide materials testing service for the upcoming 2025 Sewer Rehabilitation and Replacement Project. As such, staff intends to administratively issue a Purchase Order to The Converse Professional Group in the amount of $20,535.

FISCAL REVIEW

The current adopted FY2026/2027 budget includes sufficient funding for this project. The budget allocations and project expenses/costs are as follows:

Project Budget Allocation

Funding Source	Project Budget Amount
General Fund	$1,150,000
Measure HH	$1,150,000
Gas Tax	$605,000
RMRA (SB1)	$225,000
Water Fund	$50,000
Sewer Fund	$40,000
Solid Waste Fund	$380,000
Total Budget	**$3,600,000**

Construction Project Expenses/Costs

Vendor/Item	Project String	Amount
Construction (ONYX Paving Company Inc.)	56012	$2,317,000
10% Contingency	56013	$231,700
Construction Management and Construction Inspection (Willdan Engineering) *	56011	$85,132
Materials Testing Services (The Converse Professional Group) *	56011	$20,535
Project Plans and Bid Documents Printing Costs	56011	$3,000
Total Project Costs		**$2,657,367**

**Purchase Orders to be issued administratively*
Note that, as in all of the City's Public Works contracts, the contract itself provides the Director of Public Works authority to issue change orders of up to 10% of the original contract amount. When the Council approves the contract, it approves this authority. Ten percent is generally considered within the normal range of changed conditions on a Public Works construction project and, by providing change order authority upfront, Council helps to reduce the possibility of delay damages that could be incurred when a contractor must stop work and wait for authorization to proceed.

Overall Project String Break down for Project No. 26002:

Project String	Amount
Design/Planning for Fiscal Year 2026/2027 Residential Paving Project (56010)*	$3,200
Construction Management (56011) (Including Construction Management, Inspection, Materials Testing, and Printing Costs)	$108,667
Construction (56012)	$2,317,000
Contingency – Construction (56013)	$231,700
Total	**$2,660,567**

*DMS Consultants, Inc. FY2025/2026 P.O. was for $69,340, with a FY2026/2027 carry over amount of $3,200

Construction Management and Construction Inspection Services: Willdan Engineering (CON 1544)

Total On-Call Contract for Willdan Engineering*	$600,000.00
Construction Management and Construction Inspection Expenditure – Residential Roadway Rehabilitation Project (City Quadrant B4)	($85,132.00)
Total Remaining in Contract	**$514,868.00**

*Approved by City Council on February 18, 2025

Materials Testing Services: The Converse Professional Group (CON 1576)

Total On-Call Contract for Materials Testing for The Converse Professional Group*	$600,000.00
Materials Testing Expenditure – 2025 Sewer Rehabilitation and Replacement Project	($19,848.00)
Materials Testing Expenditure – Residential Roadway Rehabilitation Project (City Quadrant B4)	($20,535.00)
Total Remaining in Contract	**$559,617.00**

*Approved by City Council on April 15, 2025

PUBLIC NOTIFICATION
Not applicable.

ENVIRONMENTAL IMPACT REVIEW
Not applicable.

ATTORNEY REVIEW
The Attorney for the City has reviewed and approved the ONYX Paving Company Inc. contract for construction. The Attorney for the City has also reviewed the Willdan Engineering contract from the City Council-approved Construction Management and Construction Inspection consultant list approved on February 18, 2025, and the Converse Professional Group contract from the City Council-approved Materials Testing Services consultant list approved on April 15, 2025.

ALTERNATIVES

Alternative No. 1: Accept the bids and award a construction contract to ONYX Paving Company Inc. for the Residential Roadway Rehabilitation Project (City Quadrant B4), Project No. 26002, in the amount not-to-exceed $2,317,000.

Alternative No. 2: Reject all bids and do not move forward with the award of the contract.

This is not the recommended alternative as the bids received are competitive bids and Contractor is a reputable contractor that has completed similar municipal projects throughout Southern California. Moving forward with this project will prevent further degradation of the City's residential streets that, if not performed now, will cost considerably more in the future due to continued deterioration, rising fuel costs, and inflation.

RECOMMENDATION

Staff is requesting City Council approval of Alternative No. 1, which is to:
Accept the bids and award a construction contract to ONYX Paving Company Inc. for the Residential Roadway Rehabilitation Project (City Quadrant B4), Project No. 26002, in the amount not-to exceed $2,317,000.

Support by:	Terri Phan, Management Aide
Prepared by:	Jessenia Penaloza, Assistant Engineer
Recommended by:	Kyle Knoke, P.E., Senior Civil Engineer
Reviewed by:	Temo Galvez, P.E., Deputy Public Works Director / City Engineer
Approved by:	Scott Smith, P.E., Director of Public Works
Fiscal Review by:	Ryan Smith, Finance Director / City Treasurer
Approved by:	Maggie Le, City Manager

Attachment 1: ONYX Paving Company Inc. Contract
Attachment 2: Willdan Engineering Proposal
Attachment 3: The Converse Professional Group Proposal

CONTRACT
CON-___-___

This AGREEMENT is made and entered into this 2nd day of June, 2026, by and between the **CITY OF FOUNTAIN VALLEY**, hereinafter referred to as "CITY," and Onyx Paving Company, Inc., hereinafter referred to as "CONTRACTOR."

WITNESSETH

That for and in consideration of the promises and agreements hereinafter made and exchanged, CITY and CONTRACTOR mutually agree as follows:

SCOPE OF THE WORK AND CONTRACT SUM

1. **Scope of the Work.** CONTRACTOR shall perform all the work and shall provide and furnish all labor, materials, tools, expendable equipment, utility and transportation services required to construct **Project No.** 26002, Residential Roadway Rehabilitation Project (Quadrant B4) (hereafter referred to as "PROJECT").

2. **Labor and Materials.** All of said work to be performed and materials to be furnished shall be in strict accordance with the plans and specifications entitled **Project No.** 26002, Residential Roadway Rehabilitation Project (Quadrant B4) and CONTRACTOR agrees to do everything required by this AGREEMENT, the plans and specifications, and the CONTRACT DOCUMENTS.

All labor, materials, tools, equipment, and services shall be performed under the direction, administration, and subject to the approval of CITY or its authorized representatives.

3. **Contract Sum.** CITY agrees to pay, and CONTRACTOR agrees to accept in full payment for the work above agreed to be done, the sum of two million three hundred seventeen thousand & 00/100 dollars ($2,317,000.00).

NOTICE TO PROCEED AND TIMING

4. **Notice to Proceed.** No work, services, material, or equipment shall be performed or furnished under this AGREEMENT unless and until a "Notice to Proceed" has been given to CONTRACTOR by CITY and all bonds and certificates of insurance required pursuant hereto have been furnished to and approved by CITY.

5. **Time of Completion.** CONTRACTOR agrees to commence the work to be performed under this AGREEMENT on the start of construction date specified in the "Notice To Proceed" and to diligently prosecute the work to completion by the completion date specified in the Notice to Proceed, which the parties agree is forty-five (45) **WORKING DAYS**.

6. **Time of the Essence.** Time is of the essence of this AGREEMENT.

7. **Liquidated Damages/Additional Actual Damages.** It is agreed by the parties hereto that in case the total work called for hereunder in all parts and requirements is not finished or completed within the number of working days as set forth herein, damage will be sustained by the CITY, and that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the CITY will sustain in the event of and by reason of such delay. It is therefore agreed the CONTRACTOR will pay to the CITY the sum of ten thousand seven hundred & 00/100 dollars ($10,700.00) per calendar day for each and every day of delay in finishing the work in excess of the number of days prescribed in Section 5, and the CONTRACTOR agrees to pay said liquidated damages herein provided for and further agrees that the CITY may deduct the amount thereof from

any monies due or that may become due the CONTRACTOR hereunder. Liquidated damages shall be a measurement of the sum to compensate the public for inconvenience from not having the work completed on time and the cost of CITY staff to monitor the job beyond the completion date. CITY shall further be entitled to recover its additional actual damages incurred which shall be supplemental to the liquidated damages.

Provided strict compliance with Section 22 below is effected, the CONTRACTOR will be granted an extension of time and will not be assessed with liquidated damages for any portion of the delay in completion of the work beyond the time named herein due to unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including, but not restricted to, acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strike, and unsuitable weather, or delays of subcontractors due to such causes.

JOB PROGRESS AND COOPERATION

8. **Job Progress.** CONTRACTOR agrees to maintain a realistic critical path analysis throughout the project. CONTRACTOR agrees to meet with CITY's PROJECT MANAGER or designee on a weekly or other periodic basis, or as requested by CITY to review job progress. PROJECT MANAGER for purposes of this AGREEMENT shall be the Director of Public Works or such designee as has been given the authority for this project in a written designation. CONTRACTOR agrees to provide CITY with critical path analysis documentation whenever job progress is impacted so that the completion date may be affected or whenever delays or other impacts may give rise to CONTRACTOR's claim for additional days or additional damages. Delay and other claims of damages based on CONTRACTOR's planned early completion are prohibited.

9. **Cooperation.** CONTRACTOR agrees to cooperate with CITY's PROJECT MANAGER or designee and to provide submittals and participate in meetings in a good faith effort to complete the project. If disagreements arise, CONTRACTOR agrees to document the disagreement in accordance with these AGREEMENT provisions and provide CITY with early notice of the same for later resolution but shall continue to cooperate and prosecute the work to completion in a diligent manner. Nothing herein shall excuse CONTRACTOR's strict compliance with Section 22 if additional time or money is sought.

10. **CONTRACTOR'S Independent Investigation.**

(a) No plea of ignorance of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this AGREEMENT, as a result of failure to make the necessary independent examinations and investigations, and no plea of reliance on initial investigations or reports prepared by CITY for purposes of letting this AGREEMENT out to bid, will be accepted as an excuse for any failure or omission on the part of the CONTRACTOR to fulfill in every detail all requirements of said AGREEMENT, specifications, and plans, nor will such reasons be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time except as provided in Section 22 of this AGREEMENT.

(b) Except as specifically provided in the CONTRACT DOCUMENTS, information provided for purposes of bidding do not represent "conditions indicated" as being in existence and are provided for the convenience of the parties in making their own investigation.

PREVAILING WAGES & LABOR, WAGE, AND HOURS LAWS

11. **Compliance with the Davis-Bacon Act.** This provision does not apply to this AGREEMENT.

12. **Public Work/DIR Registration.** Notice is provided pursuant to Labor Code Section 1781 that this is a "public work" as defined in Chapter 1, Part 7, Division 2 of the Labor Code, to

which Section 1771 applies. CONTRACTOR shall pay prevailing wages, unless exempt. All contractors and subcontractors working on this job shall be registered with the Department of Industrial Relations using online form 100.

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

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

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

16. Apprentices. If applicable, the provisions of Labor Code Section 1777.5 requiring the use of apprentices in certain ratios to journeymen on the project are hereby imposed upon CONTRACTOR.

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

PROGRESS PAYMENTS AND RETENTION

18. **Progress Payments.** Pursuant to Public Contract Code Section 7201, prior to the fifteenth (15th) day of the month next following the commencement of the work, there shall be paid to CONTRACTOR a sum equal to ninety-five percent (95%) of the value of the work completed since the commencement of the work as determined by CITY and thereafter prior to the fifteenth (15th) day of each successive month as the work progresses. CONTRACTOR shall be paid such sum as will bring the payments up each month to ninety-five percent (95%) of the value of the work completed since the commencement of the work as determined by CITY, less all previous payments and authorized deductions, provided that CONTRACTOR submits their request for payment prior to the last Wednesday of each preceding month. Pursuant to Public Contract Code 7107, CITY shall make the final payment, if unencumbered, or any part thereof unencumbered, within sixty (60) days after the date of completion. Notwithstanding the foregoing, CONTRACTOR shall provide CITY with all documentation required by this AGREEMENT, including the Final Closeout Agreement and Release of All Claims, as well as any other documents required by the CONTRACT DOCUMENTS, such as as-builts, red-line plans, manufacturers and specific guarantees, and owner's manuals prior to receiving final payment. Payments shall be made on demands drawn in the manner required by law, accompanied by a certificate signed by the Director of Public Works, stating that the work for which payment is demanded has been performed in accordance with the terms of the AGREEMENT, and that the amount stated in the certificate is due under the terms of the AGREEMENT. Partial payments on the AGREEMENT price shall not be considered as an acceptance of any part of the work. Nothing herein shall limit CITY's right to withhold one hundred fifty percent (150%) of disputed amounts in the event of a good faith dispute.

19. **Prompt Payments**. CITY agrees to promptly make progress payments on undisputed and properly submitted payment requests within thirty (30) days and to comply with the provisions of Public Contract Code Section 20104.50.

20. **Retention Securities.** Pursuant to California Public Contract Code Section 22300, CONTRACTOR will be entitled to post approved securities with the CITY or an approved financial institution in order to have the CITY release funds retained by the CITY to ensure performance of the AGREEMENT.

21. **Federal Participation.** This provision does not apply to this AGREEMENT. If this project had involved federal funds, other provisions would be incorporated into this AGREEMENT. If those provisions had applied, the Davis-Bacon Act would govern the payment of prevailing wages.

CHANGE ORDERS / EXTRA TIME / EXTRA WORK

22. **Request for Extra Time or Additional Compensation.** The following provisions must be strictly complied with to obtain additional time to complete the job or to obtain additional compensation:

(a) Request for Change Order – Additional Time. The CONTRACTOR shall promptly notify the CITY of any delay and shall within ten (10) days from the beginning of any such delay notify the CITY in writing of the cause of the delay, and the CITY shall extend the time for completing the work if in its judgment the cause so merits. The CITY's determination on this matter shall be final and conclusive on the parties hereto. CONTRACTOR shall be required to submit a Request for Change Order, as set forth in this AGREEMENT, to the CITY's PROJECT MANAGER within ten (10) days of the beginning of such delay. No adjustment shall be allowed for such delay unless there is strict compliance with this contractual provision. CONTRACTOR's remedy shall be limited to the extra days granted and to any damages that it may be entitled to using the formula agreed to by the parties for all damages as provided in Section 23.

(b) Request for Change Order – Additional Compensation Sought.

(i) Should CONTRACTOR claim that the CITY is demanding extra work from it or

consider any work demanded of it to be outside the requirements of this AGREEMENT or if it considers any instruction, ruling, or decision of the PROJECT MANAGER to be unfair, they shall, within ten (10) days after any such demand is made, or instruction, ruling, or decision is given, file a written protest with the PROJECT MANAGER, stating clearly and in detail their objections and the reasons therefor. Except for such protests and objections as are made of record, in the manner and within the time above stated, the CONTRACTOR shall be deemed to have waived and does hereby waive all claims for extra work, damages, and extensions of time on account of demands, instructions, rulings, and decision of the PROJECT MANAGER.

(ii) Should CONTRACTOR claim that additional compensation is due it is because of an unforeseen condition, CONTRACTOR shall bring that to CITY's attention promptly and, within ten (10) days, shall submit a written request for change order to CITY. Except for such claims as are made of record, in the manner and within the time above stated, the CONTRACTOR shall be deemed to have waived and does hereby waive all claims for additional compensation on account of unforeseen conditions.

(c) Request for Change Order – City Form to Be Used. CITY's Request for Change Order form, which is attached hereto as part of this AGREEMENT, shall be the form that must be submitted in a timely fashion for a request for either additional time or additional compensation. By initialing, the CONTRACTOR specifically agrees to use said form for those purposes and understands that, if they do not submit that form in a timely manner, they waive the right to request additional time or compensation. No oral modifications or other forms of communication shall be accepted as compliance with this provision.

Contractor's Initials _____

(d) Change Order. Should CITY agree that a change order is warranted for either additional time or compensation, a written change order shall be executed. If CITY does not agree to the change order, and CONTRACTOR has provided timely notices and submitted its written request for change order in a timely manner, CONTRACTOR will have preserved the issue for later resolution in compliance with other procedures set forth in this AGREEMENT or as the law (including, but not limited to, Public Contract Code 9204) may otherwise require or allow.

(e) Change Order Authority. The following authority is hereby given to make change orders:

(i) Change Orders for Extra Time. The City Manager, Director of Public Works, or PROJECT MANAGER shall have the authority to grant extra days without limit.

(ii) Change Orders for Extra Compensation. The Director of Public Works shall have the authority to make change orders up to an aggregate amount of ten percent (10%) of the original contract amount.

23. Damages / Extra Work Compensation. The parties have agreed to modify the formula for damages set forth in the Standard Specifications for Public Works Construction. The parties agree that the following damage formula shall be used to measure all of CONTRACTOR's damages or extra work required by this job. CONTRACTOR shall be limited to the following:

Direct Costs	Markup
Labor	20%
Materials	15%
Equipment Rental	15%
Subcontracted Work	10% (First $5,000)
Subcontracted Work	5% (Work in excess of first $5,000)
Specialty Subcontracting (required by extra work)	5% (Provided at least three (3) competitive bids are obtained and CONTRACTOR selected the lowest bidder)

Excluded from recovery shall be "Eichleay damages," home office overhead, insurance and bonding costs, lost bonding capacity, lost profits, and lost interest.

CONTRACTOR acknowledges that his recovery for damages or extra work is limited as provided in this Section.

Contractor's Initials _____

SUBCONTRACTING

24. Subcontracting. CONTRACTOR acknowledges that they are aware of the provisions of the "Subletting and Subcontracting Fair Practices Act" (Public Contract Code Sections 4100 et seq.) and agrees to comply with all applicable provisions thereof. If any part of the work to be done under this AGREEMENT is subcontracted, the subcontract shall be in writing and shall provide that all work to be performed thereunder shall be performed in accordance with this AGREEMENT. Upon request, certified copies of any or all subcontracts shall be furnished to CITY. The subcontracting of any or all of the work to be done will in no way relieve CONTRACTOR of any part of his responsibility under the AGREEMENT. Pursuant to Public Contract Code Section 4110, CONTRACTOR's violation of any of the provisions of the Subletting and Subcontracting Fair Practices Act violates this AGREEMENT and CITY may cancel this AGREEMENT or assess CONTRACTOR a penalty of not more than ten percent (10%) of the subcontract involved. CITY may deduct this penalty from any monies due or that may become due to CONTRACTOR for work performed under this AGREEMENT.

All persons engaged in the work, including subcontractors, will be considered as employees of CONTRACTOR. CONTRACTOR will be held responsible for their work. CITY will deal directly with and make all payments to CONTRACTOR.

When a subcontractor fails to prosecute a portion of the work required under this AGREEMENT in a manner satisfactory to the CITY, CONTRACTOR shall remove such subcontractor immediate upon written request of the CITY, and shall request approval of a replacement subcontractor to perform the work in accordance with the Subletting and Subcontracting Fair Practices Act at no added cost to the CITY.

STOP NOTICES

25. Additional Costs. Pursuant to Civil Code Section 9358, upon receipt of a stop notice, CITY shall withhold from payment to CONTRACTOR sufficient funds due or to become due to pay the claim stated in the stop notice and provide for reasonable costs of litigation. One hundred

twenty-five percent (125%) of the amount of the claim stated in the stop notice shall be a reasonable amount to withhold. In addition to the remedies authorized by law, CONTRACTOR shall reimburse CITY for administrative expenses incurred in processing Notices to Withhold, Stop Notices, or similar legal documents arising out of a failure of CONTRACTOR to pay for labor or materials. Said obligation shall be provided for in CONTRACTOR's payment bond. CITY shall have the right to deduct any such expenses from amounts due or to become to CONTRACTOR under this AGREEMENT.

COMPLETION

26. CONTRACTOR'S Waiver. CONTRACTOR agrees to execute a Final Close Out Agreement and Release of All Claims on CITY's form. The execution by CONTRACTOR of the Final Close Out Agreement and Release of All Claims shall constitute a waiver of all claims against CITY under or arising out of this AGREEMENT unless otherwise stated in said document.

27. Guarantees. CONTRACTOR shall and hereby does guarantee all work for a period of one (1) year after the date of acceptance of the work by the CITY and shall repair and replace any and all such work, together with any other work which may be displaced in so doing, that may prove defective in workmanship and/or materials within the one (1) year period from the date of acceptance, without expense whatsoever to the CITY, ordinary wear and tear and usual abuse or neglect excepted. In the event of failure to comply with the aforementioned conditions within five (5) days after being notified in writing, the CITY is hereby authorized to proceed to have the defects repaired and made good at the expense of the CONTRACTOR, who shall pay the cost and charges therefore immediately on demand. This guarantee shall be in addition to any manufacturer or specific guarantees that may be required. CONTRACTOR shall provide those manufacturers and specific guarantees before CONTRACTOR may claim entitlement to final payment.

INDEMNIFICATION

28. Indemnity. CONTRACTOR shall indemnify, defend with legal counsel approved by CITY, and hold harmless CITY, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single attorney from representing both CITY and CONTRACTOR, or should CITY otherwise find CONTRACTOR's attorney unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees, and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive the lapse, termination, or completion of this AGREEMENT.

CONTRACTOR obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless CITY for liability attributable to the sole or active negligence of CITY, provided such sole or active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been solely or actively negligent, and where CITY's sole or active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or

percentage of liability not attributable to the sole or active negligence of CITY.

Notwithstanding any limits provided for indemnification, CONTRACTOR's duty to defend is broader. To the fullest extent permitted by law, CONTRACTOR agrees to provide CITY with a defense, with counsel reasonably acceptable to CITY, or pay CITY's costs of defense, upon service of any complaint, petition, or other pleading that requires CITY to defend itself in any proceeding arising out of the work described in this AGREEMENT. Said obligation shall not extend to disputes between CONTRACTOR and CITY.

INSURANCE

29. **Insurance.** Without limiting CONTRACTOR's indemnification of CITY, and prior to commencement of Work, CONTRACTOR shall obtain, provide, and maintain at its own expense during the term of this AGREEMENT, policies of insurance of the type and amounts described below and in a form satisfactory to CITY. This duty or obligation shall survive the lapse, termination, or completion of this AGREEMENT.

General Liability Insurance. CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $3,000,000 per occurrence, $6,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a $6,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. The policy shall name the CITY OF FOUNTAIN VALLEY, and its officers, officials, employees, agents, and volunteers as additional insureds.

Automobile Liability Insurance. CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under this AGREEMENT, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $3,000,000 combined single limit for each accident.

Umbrella or Excess Liability Insurance. *[If required to meet higher limits].*

Umbrella Liability Insurance Requirements. CONTRACTOR shall obtain and maintain an umbrella liability insurance policy that offers comprehensive coverage. This policy must include coverage for bodily injury, personal injury, and property damage, and it should extend to encompass commercial general liability, automobile liability, and employer's liability. The policy must incorporate the following terms and conditions:

- Drop-down feature. This feature activates if any primary insurance becomes partially or wholly uncollectible for any reason, excluding the bankruptcy or insolvency of the primary insurer.
- Claims handling. Coverage must be administered on a "pay on behalf of" basis, as opposed to reimbursement model, to ensure direct payment of claims by the insurer.
- Concurrency of coverage. The policy effective dates must align with those of the underlying primary insurance policies to ensure continuous coverage.

Excess Liability Insurance Requirements. CONTRACTOR shall obtain and maintain an excess liability insurance policy. This policy must be structured to provide additional coverage over the CONTRACTOR's existing commercial general liability, automobile liability, and employer's liability policies. The requirements for the policy are as follows:

- Follow-form coverage. The policy adheres strictly to the terms and conditions of the underlying policies, ensuring seamless integration of coverage.

- Drop-down provision. This provision states that the excess policy will respond as primary coverage in the event that the underlying insurer is unable to pay a claim due to insolvency, unless an insolvency exclusion specifically applies.
- Claims handling. Coverage must be administered on a "pay on behalf of" basis, as opposed to a reimbursement model, to ensure direct payment of claims by the insurer.
- Concurrency of coverage. The policy effective dates must align with those of the underlying policies to prevent any gaps in coverage.

Workers' Compensation Insurance. CONTRACTOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000) for CONTRACTOR 's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees. CONTRACTOR shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees, and volunteers.

Contractor's Pollution Liability Insurance. Coverage shall provide for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than $1,000,000 per claim and in the aggregate. All activities contemplated in this AGREEMENT shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for remediation of the site in the event of an environmental contamination event arising out of the materials, supplies, products, work, operations, or workmanship. The policy shall provide coverage for the hauling of waste from the PROJECT site to the final disposal location, including non-owned disposal sites. If coverage is provided under a claims-made policy, any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and the CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using SUBCONTRACTORS, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The CITY, its officials, officers, agents, employees, and volunteers shall be included as insureds under the policy.

Proof of Insurance. CONTRACTOR shall provide certificates of insurance and required endorsements to CITY as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by CITY prior to commencement of performance. Current certification of insurance shall be kept on file with CITY for the contract period and any additional length of time required thereafter. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of Coverage. CONTRACTOR shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss, which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, their agents, representatives, employees or SUBCONTRACTORS/SUBCONSULTANTS. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, agents, and volunteers shall continue as additional insureds under such policies.

Primary/Noncontributing. Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a

provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY'S own insurance or self-insurance shall be called upon to protect it as a named insured.

Products/Completed Operations Coverage. Products liability coverage shall extend for a minimum of three years (3) after project completion, and completed operations coverage for construction agreements shall extend for ten (10) years from the date of substantial completion of the PROJECT or the statute of repose, whichever is longer. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of INDEPENDENT CONTRACTORS. If the insured is using SUBCONTRACTORS, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The CITY, its officials, officers, agents, and employees, shall be included as additional insureds under the Products and Completed Operations coverage.

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

Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY.

Waiver of Subrogation. With the exception of Professional Liability, all insurance coverage maintained or procured pursuant to this AGREEMENT shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against CITY and shall require similar written express waivers and insurance clauses from each of its SUBCONTRACTORS/SUBCONSULTANTS.

Enforcement of Contract Provisions (non estoppel). CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.

Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

Notice of Cancellation. CONTRACTOR agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30)-day notice of cancellation (except for nonpayment for which a ten [10]-day notice is required) or nonrenewal of coverage for each required coverage. If any of the CONTRACTOR'S insurers are unwilling to provide such notice, then CONTRACTOR

shall have the responsibility of notifying the CITY immediately in the event of CONTRACTOR'S failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

Additional Insured Status. General liability, automobile liability, pollution liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass-Through Clause. CONTRACTOR agrees to ensure that its SUBCONSULTANTS, SUBCONTRACTORS, and any other party who is brought onto or involved in the PROJECT/SERVICE by CONTRACTOR (hereinafter collectively "SUBCONTRACTOR"), provide the same minimum insurance coverage and endorsements required of CONTRACTOR. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event CONTRACTOR'S SUBCONTRACTOR cannot comply with this requirement, which proof must be submitted to the CITY, CONTRACTOR shall be required to ensure that its SUBCONTRACTOR provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with SUBCONTRACTOR'S scope of work and services, with limits less than required of the CONTRACTOR, but in all other terms consistent with the CONTRACTOR'S requirements under this agreement. This provision does not relieve the CONTRACTOR of its contractual obligations under the agreement and/or limit its liability to the amount of insurance coverage provided by its SUBCONTRACTORS. This provision is intended solely to provide CONTRACTOR with the ability to utilize a SUBCONTRACTOR who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the CONTRACTOR under this agreement given the limited scope of work or services provided by the subcontractor. CONTRACTOR agrees that upon request, all AGREEMENTS with SUBCONTRACTORS, and others engaged in the PROJECT, will be submitted to CITY for review.

CITY's Right to Revise Requirements. The CITY reserves the right at any time during the term of the AGREEMENT to change the amounts and types of insurance required by giving the CONTRACTOR a ninety (90)-day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the CITY and CONTRACTOR may renegotiate CONTRACTOR's compensation.

Self-Insured Retentions. Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter. Self-insurance will not be considered to comply with these specifications unless approved by CITY.

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

Additional Insurance. CONTRACTOR shall also procure and maintain, at its own cost and

expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

30. Workers' Compensation.

i. CONTRACTOR shall carry Workers' Compensation Insurance and require all SUBCONTRACTORS to carry Workers' Compensation Insurance as required by the Labor Code of the State of California. CONTRACTOR, by executing this AGREEMENT, hereby certifies:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this AGREEMENT."

ii. CONTRACTOR acknowledges that it is unlawful and a crime to intentionally make false statements about employees that misclassify their job duties to obtain lesser premium costs or for other improper purposes. CONTRACTOR agrees that if it makes false statements about its employees for the purpose of obtaining lower workers' compensation premiums or for other unlawful purposes, it shall be considered a material breach of this AGREEMENT.

31. Bonds. Within the time period set forth in the CONTRACT DOCUMENTS and prior to commencing the Work on the PROJECT, the CONTRACTOR shall file with the CITY good and sufficient labor and material payment bond (Payment Bond) and performance bond (Performance Bond) in the amount of one hundred percent (100%) of the Contract Sum covering performance of the Work other than the professional design services portion of the Work. The Performance Bond and Payment Bond shall be in the form required by the CONTRACT DOCUMENTS. The amounts of the Payment Bond and Performance Bond shall be increased as, when and in the amount of any Change Orders that are executed increasing the Contract Sum, the CONTRACTOR shall, upon request by the CITY, provide evidence of such increases. Should the Payment Bond or Performance Bond or any Surety on such bond become or be determined by the CITY to be insufficient, it shall be replaced within ten (10) days by a bond that fully complies with the requirements of this Section. No further payments to the AGREEMENT for the Work performed shall be made or due until the CONTRACTOR has fully complied with the requirements of this Section.

Duration. The Payment Bond shall remain in effect until acceptance of the Work and payment of all stop notices and claims by the CONTRACTOR or the Subcontractors, of any Tier, have been satisfied. The Performance Bond shall remain in effect and assure faithful performance of all the CONTRACTOR's obligations under the CONTRACT DOCUMENTS, including, without limitation, all obligations that survive final completion or termination, such as, but not limited to, CONTRACTOR's warranty, commissioning, and indemnity obligations.

Surety. At the time the AGREEMENT is signed and at all times thereafter until Final Payment has been made by the CITY, the Surety on the Payment Bond shall be an Admitted Surety and the Surety on the Performance Bond shall be a licensed Surety in good standing with the California Department of Insurance, and having an A.M. Best's Insurance Rating of not less than A-: VI.

Premiums. The premiums for all bonds are included in the Contract Sum and shall be paid by the CONTRACTOR.

Obligee. The Payment Bond and Performance Bond shall each name the CITY as obligee. All bonds purchased by the SUBCONTRACTORS shall name the CONTRACTOR and the CITY as dual obligees.

No Exoneration. Changes, Change Orders, Unilateral Change Orders, Field Orders, Modifications and adjustments to the Contract Sum or Contract Time shall in no way release or exonerate the CONTRACTOR or its Surety from their obligations and notice thereof shall be waived by the Surety. The foregoing provision shall be included in the terms of the Payment Bond, Performance Bond and any bonds obtained by the SUBCONTRACTORS.

Communications. The CITY shall have the right to communicate with the CONTRACTOR's sureties with respect to matters that are related to the CONTRACTOR's performance of its obligations under the CONTRACT DOCUMENTS. Such communications shall not create, or be interpreted as creating, any contractual relationship between the CITY and the Surety.

No Limitation. The requirements of this Section pertaining to the Performance Bond and the Payment Bond shall be without limitation to any other obligations the CONTRACTOR may have under Applicable Law to provide bonding for the benefit of and to assure payment to the SUBCONTRACTORS or SUBCONSULTANTS performing the Work for the PROJECT.

TERMINATION

32. Termination.

A. If CONTRACTOR should fail to comply with any of the provisions hereof, or in the event CONTRACTOR should become the subject of a proceeding under state or federal law for relief of debtors, or if CONTRACTOR makes an assignment for the benefit of creditors, CITY shall have the right to hold CONTRACTOR in default and cancel this AGREEMENT in whole or in part.

B. Should CONTRACTOR, at any time during the progress of the work, refuse or neglect to supply sufficient material or labor, or fail in compliance with any provision of this AGREEMENT, CITY shall have the right, without prejudice to any other right or remedy it may have, to provide such materials and labor, or make good such deficiencies as CITY may deem expedient after three (3) days' notice in writing, delivered or mailed to CONTRACTOR at their last address on file with CITY, and CONTRACTOR shall be liable for the cost and expense thereof which may be deducted by CITY from any money due or that may become due CONTRACTOR.

C. Without limiting any rights which CITY may have by reason of any default by CONTRACTOR hereunder, CITY reserves the right to terminate this AGREEMENT in whole or in part at its convenience. In such event CITY shall compensate CONTRACTOR, subject to deduction for previous payments and authorized deductions: (i) by reimbursing CONTRACTOR for reasonable and necessary expenditures and costs that are actually incurred in performing under this AGREEMENT, (ii) by reimbursing CONTRACTOR for reasonable and necessary expenditures made and costs actually incurred with CITY's prior written approval in settling or discharging outstanding commitments entered into by CONTRACTOR in performing under this AGREEMENT, and (iii) by paying CONTRACTOR as a profit, insofar as a profit is realized hereunder, an amount equal to the profit on the entire AGREEMENT estimated at the time of termination, multiplied by the percentage of completion of the reasonable and necessary work on the PROJECT. In no event, however, will the compensation to CONTRACTOR exceed the total AGREEMENT price less payments previously made and less the AGREEMENT price of work not terminated. Upon receipt of any notice of termination, CONTRACTOR shall, unless the notice otherwise directs, (i) immediately discontinue the work and the placing of all orders and subcontracts in connection with this AGREEMENT, (ii) immediately cancel all existing orders and subcontracts made hereunder, and (iii) immediately transfer to CITY all materials, supplies, work-in-process, appliances, facilities, equipment, machinery, and tools acquired by CONTRACTOR in connection with the performance of this AGREEMENT.

CLAIM RESOLUTION

33. **Resolution of Claims.** For all claims that are Three Hundred Seventy-Five Thousand Dollars ($375,000.00) or less, the provisions of Public Contract Code Section 20104 et seq. (Article 1.5 - Resolution of Construction Claims) shall be followed.

34. **Notice to Contractor of Claims.** CITY shall provide notice to CONTRACTOR upon receipt of any third-party claim related to the AGREEMENT.

CONTRACT DOCUMENTS AND INTERPRETATION

35. **Other Documents Included.** It is further agreed by the parties hereto that the following documents are incorporated herein by reference and are to be read and construed together as the full, complete, and integrated terms of this AGREEMENT and, collectively with this AGREEMENT, may be referred to as the CONTRACT DOCUMENTS:

A. Notice Inviting Bids
B. Instructions to Bidders
C. General Provisions (Incorporating Portions of the Caltrans Standard Specifications)
D. Special Provisions (Construction Details)
E. Construction Provisions (Individual Bid Items)
F. Proposal
G. Construction Plans
H. City Public Works Standard Plans
I. City Request for Change Order/Change Order
J. Notice to Proceed
K. Labor and Materials Bond
L. Performance Bond
M. Final Closeout Agreement

36. **Interpretation of Incorporated Documents.** In the event of any conflict, inconsistency, or incongruity between the provisions of this AGREEMENT and the provisions of any document listed in Section 35 hereof, the provisions of this AGREEMENT shall prevail unless a contrary intent is shown. The parties acknowledge that the Caltrans Standard Specifications is a document that is prepared for use in state street projects and is to be used to supplement this AGREEMENT. As used in the Standard Specifications, "Engineer" shall refer to CITY's Director of Public Works-City Engineer, the Attorney General shall mean the Attorney for the CITY, and laws that pertain exclusively to state projects or contracts shall not apply but instead those provisions pertaining to CITY projects and CITY contracts shall be applied. To the extent the Standard Specifications provide for additional procedures that are not inconsistent with the provisions of this AGREEMENT, those additional procedures shall be interpreted to supplement this AGREEMENT.

This AGREEMENT shall be interpreted as though it had been drafted by the CITY and the CONTRACTOR equally. This AGREEMENT shall be interpreted according to the laws of the State of California.

37. **Integration/No Oral Modifications.** This AGREEMENT integrates all understandings of the parties. Any amendment to this AGREEMENT must be made in writing and signed by the parties with legal authority to execute the same. CONTRACTOR is aware that CITY is a general law city and that, pursuant to Government Code Section 40602, contract amendments may only be entered into by compliance with those formalities. Notwithstanding the above, requests for additional time or compensation may be made by following the procedures and using the form incorporated into this AGREEMENT. The limits of authority to enter into such amendments (change orders) shall be those provided in Section 22 of this AGREEMENT.

38. **Effect of Invalidity.** The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision.

MISCELLANEOUS

39. Discrimination, Minorities, Aliens. The CONTRACTOR shall not discriminate nor allow its employees, agents, principals, or subcontractors to discriminate against any employee or applicant for employment on the basis of race, religious creed, national origin, or sex. CONTRACTOR shall take affirmative steps to hire qualified minority individuals when job opportunities occur and utilize local business firms when possible and when consistent with California Constitution Article 1, Section 31 (a) [Proposition 209].

40. Equal Employment Opportunity. CONTRACTOR shall comply with all provisions of Executive Order 11246, entitled "Equal Employment Opportunity" and amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR part 60).

41. Drug-Free Work. CONTRACTOR agrees to provide a drug-free workplace in accordance with 24 CFR part 24, sub-part F. Under 24 CFR part 24, sub-part F, the CONTRACTOR will provide certification in writing that it will provide a drug-free workplace by:

(a) Publicizing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action it will take against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

1. Degrees of drug abuse in the workplace;
2. The policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs; and
4. The penalties which may be imposed on employees for drug abuse violations occurring in the workplace.

(c) Making it a requirement that every employee to be engaged in the performance of the AGREEMENT be given a copy of the statement required by Subsection (a);

(d) Notifying employees in the statement required by Subsection (a) that as a condition of employment under the AGREEMENT the employee will:

1. Abide by the term of the statement; and
2. Notify the employer in writing of any conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

(e) Notifying CITY in writing within ten (10) calendar days after receiving notice under Subsection (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employer of said convicted employee must provide notice, including conviction title, to the CITY;

(f) Taking one of the following actions, within thirty (30) calendar days of receiving notice under Subsection (d)(2), with respect to any employee who is so convicted:

1. Taking appropriate action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of Sections (a), (b), (c), (d), (e), and (f).

42. Permits. The CONTRACTOR shall obtain from the CITY, County, State, or other responsible public agencies all licenses and permits, and pay all fees related thereto, necessary to complete the job.

43. Assignment. No assignment by the CONTRACTOR of this AGREEMENT or any part hereof, or of funds to be received hereunder, will be recognized by the CITY unless such assignment has had prior written approval and consent of the CITY and the Surety.

44. Safety and Site Condition. CONTRACTOR shall perform all operations with due regard for safety and in strict compliance with all applicable laws relating thereto. It shall be CONTRACTOR's responsibility to keep the site in a clean, neat, and orderly condition. It shall also be CONTRACTOR's duty to dust-palliate all working areas and access routes, if applicable. All operations shall be conducted by CONTRACTOR so that no fire hazards are created.

45. Utility Location. CITY acknowledges its responsibilities with respect to locating facilities pursuant to California Government Code Section 4215.

46. Trenching. If this AGREEMENT involves digging trenches or other excavations that extend deeper than four feet (4') below the surface, CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the CITY in writing, of any:

(a) Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

(b) Subsurface or latent physical conditions at the site differing from those indicated.

(c) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the AGREEMENT.

The CITY shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of, or the time required for, performance of any part of the work shall issue a change order in accordance with the procedures described in this AGREEMENT.

In the event that a dispute arises between the CITY and the CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the AGREEMENT but shall proceed with all work to be performed under the AGREEMENT. The CONTRACTOR shall retain any and all rights provided either by this AGREEMENT or by law which pertain to the resolution of disputes and protests between the contracting parties provided that CONTRACTOR complies with Section 22 when asserting such claim.

47. Notices. The parties hereto agree that all formal notices required by this AGREEMENT may be provided to the following persons at the following addresses by sending the same by certified or registered mail as follows:

CITY: City Clerk
Fountain Valley City Hall
10200 Slater Avenue

Fountain Valley, California 92708

CONTRACTOR: ONYX Paving Company, Inc.
22707 La Palma Avenue
Yorba Linda, CA 92887
ATTN: Corey R. Kirschner, CEO

48. Gratuities. CONTRACTOR warrants that neither it nor any of its employees, agents, or representatives has offered or given any gratuities to CITY's employees, agents, or representatives with a view toward securing this AGREEMENT or securing favorable treatment with respect thereto.

49. Conflict of Interest. CONTRACTOR warrants that they have no blood or marriage relationship with, and that they are not in any way associated with, any architect, engineer, or other preparer of the plans and specifications for this project.

50. Copeland "Anti-Kickback" Act. If applicable to this AGREEMENT, CONTRACTOR and its subcontractors shall comply with the provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. Section 874), as supplemented in Department of Labor regulations, which Act provides that each contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of any public work, to give up any part of the compensation to which they are otherwise entitled.

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

52. Assignment of Rights. Pursuant to Section 7103.5 of the Public Contract Code, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the CONTRACTOR or SUBCONTRACTOR offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the CONTRACTOR, without further acknowledgment by the parties.

53. SCAQMD and CARB Compliance. CONTRACTOR agrees to comply with all South Coast Air Quality Management District (SCAQMD) and California Air Resources Board (CARB) requirements, including, but not limited to, compliance with CARB Regulations limiting idling of self-propelled diesel-fueled on-road and off-road vehicles and equipment (25 HP and up) to no more than five (5) consecutive minutes as specified in Title 13 of the California Code of Regulations, section 2449 (d)(2), Idling.

54. Mined Construction Materials. CONTRACTOR shall not purchase mined construction material except from a mining operation that is currently identified in the list published pursuant to subdivision (b) of Section 2717 of the Public Resources Code. Refer to the current 3098 list for qualified mining operations at www.consrv.ca.gov/OMR/ab_3098_list/current_list.

IN WITNESS WHEREOF, the parties hereto have entered into this AGREEMENT the date and year first above written.

CITY OF FOUNTAIN VALLEY

Jim Cunneen, Mayor

ATTEST:

Rick Miller, City Clerk

APPROVED AS TO FORM:

HARPER & BURNS LLP

Attorneys for the CITY

APPROVED AS TO CONTENT:

Scott Smith, Director of Public Works

CONTRACTOR

SIGNATURE

Name: Corey R. Kirschner, CEO

Address: Onyx Paving Company, Inc.
22707 La Palma Avenue
Yorba Linda, CA 92887

By: Corey R. Kirschner, CEO

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On May 20, 2026 before me, David Wiltfong, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Corey Kirschner
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DAVID WILTFONG
Notary Public - California
Orange County
Commission # 2536462
My Comm. Expires Oct 24, 2029

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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Bond No. Click or tap here to enter text.

CITY OF FOUNTAIN VALLEY
PAYMENT BOND
(LABOR AND MATERIAL BOND)

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, CITY OF FOUNTAIN VALLEY, a municipal corporation, by minute order of the City Council, adopted on June 2, 2026, has awarded to

Onyx Paving Company, Inc.
22707 La Palma Avenue
Yorba Linda, CA 92887
Click or tap here to enter text.

hereinafter designated as the "PRINCIPAL," an AGREEMENT for the work described as follows: **Project No.** 26002, Residential Roadway Rehabilitation Project (Quadrant B4). Said AGREEMENT is fully incorporated herein by reference.

WHEREAS, said PRINCIPAL is required by the provisions of said AGREEMENT and of the Civil Code to furnish a bond in connection with said AGREEMENT, as hereinafter set forth.

NOW, THEREFORE, WE, the undersigned CONTRACTOR, as PRINCIPAL, and

Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.

hereinafter designated as the "SURETY," duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the CITY OF FOUNTAIN VALLEY, in the penal sum of: two million three hundred seventeen thousand & 00/100 dollars ($2,317,000.00), said sum being not less than one hundred percent (100%) of the estimated amount payable under the terms of the AGREEMENT for which payment well and truly be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, if said PRINCIPAL or his subcontractors, or the heirs, executors, administrators, successors, or assigns thereof, shall fail to pay any person or party listed in California Civil Code Section 9554(b), including any of the persons named in Section 9100 of the Civil Code of the State of California for any materials, provisions, provender, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor performed by any such claimant or any amounts require deducted, withheld, and paid over to the Employment Development Division from the wages of employees of

the CONTRACTOR and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then said SURETY will pay for the same, in an amount not exceeding the sum set forth hereinabove, and in addition, in case suit is brought upon the bond, will pay a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any and all persons named in the aforesaid Civil Code Section 9100 so as to give a right of action to them or their assigns in any suit brought upon the bond.

Further, the said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the AGREEMENT documents or of the work to be performed thereunder shall in any way affect its obligation on this bond, and it hereby waives notice of any and all such changes, extensions of time, and alterations or modifications of the AGREEMENT documents and/or of the work to be performed thereunder.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this Click or tap here to enter text. day of Click or tap here to enter text., 2026.

CONTRACTOR: Onyx Paving Company, Inc.

ADDRESS: Click or tap here to enter text.
22707 La Palma Avenue
Yorba Linda, CA 92887

PRINCIPAL: Corey R. Kirschner

By: Click or tap here to enter text.
Company Representative

In accordance with the AGREEMENT for **Project No.** 26002, Residential Roadway Rehabilitation Project (Quadrant B4) , all bonds shall have been issued by an admitted surety insurer, and the CITY reserves the right to object to any such surety, in accordance with Code of Civil Procedure Section 995.660.

By signing below, SURETY certifies that the bonds are issued by admitted surety.
SURETY

By: Click or tap here to enter text.
Company Representative

APPROVED AS TO FORM:

HARPER & BURNS LLP
Attorneys for the City
City of Fountain Valley

By /s/ Click or tap here to enter text.

CITY OF FOUNTAIN VALLEY
FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, CITY OF FOUNTAIN VALLEY, a municipal corporation, by minute order of the City Council, adopted on June 2, 2026, has awarded to

Onyx Paving Company, Inc.
22707 La Palma Avenue
Yorba Linda, CA 92887
Click or tap here to enter text.

hereinafter designated as the "PRINCIPAL," an AGREEMENT for the work described as follows: **Project No.** 26002, Residential Roadway Rehabilitation Project (Quadrant B4). Said AGREEMENT is fully incorporated herein by reference.

WHEREAS, the said PRINCIPAL is required under the terms of said AGREEMENT to furnish a bond for the faithful performance of said AGREEMENT.

NOW, THEREFORE, WE, the undersigned CONTRACTOR, as PRINCIPAL, and

Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.

hereinafter designated as the "SURETY," duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the CITY OF FOUNTAIN VALLEY, in the penal sum of: two million three hundred seventeen thousand & 00/100 dollars ($2,317,000.00), said sum being not less than one hundred percent (100%) of the estimated amount payable under the terms of the AGREEMENT for which payment well and truly be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, if the above burden PRINCIPAL, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said AGREEMENT and any alteration thereof made as therein provided, on his or their part, to be kept and performed, at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the CITY OF FOUNTAIN VALLEY, its officers, and its agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

In case suit is brought upon this bond, each party shall bear its own costs and attorney fees.

And the said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the AGREEMENT or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the AGREEMENT or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this Click or tap here to enter text. day of Click or tap here to enter text., 2026.

CONTRACTOR: Onyx Paving Company, Inc.

ADDRESS: Click or tap here to enter text.
22707 La Palma Avenue
Yorba Linda, CA 92887

PRINCIPAL: Corey R. Kirschner

By: Click or tap here to enter text.
Company Representative

Project No. 26002, Residential Roadway Rehabilitation Project (Quadrant B4), all bonds shall have been issued by an admitted surety insurer, and the CITY reserves the right to object to any such surety, in accordance with Code of Civil Procedure Section 995.660.

By signing below, SURETY certifies that the bonds are issued by admitted surety.

SURETY

By: Click or tap here to enter text.
Company Representative

APPROVED AS TO FORM:

HARPER & BURNS LLP
Attorneys for the City
City of Fountain Valley

By /s/ Click or tap here to enter text.

WILLDAN

May 20, 2026

Jessenia Penaloza, Assistant Engineer
City of Fountain Valley
10200 Slater Avenue
Fountain Valley, CA 92708

Subject: ***(REVISED) Request for Proposal for Construction Management and Construction Inspection Services for Roadway Rehabilitation Project Quadrant B4***

Dear Ms. Penaloza:

Willdan Engineering is pleased to present the City of Fountain Valley with this revised proposal to assist in inspecting the City's proposed Roadway Rehabilitation Project. Willdan Engineering has been providing construction engineering services to California cities and counties for 61 years, including Newport Beach, Santa Ana, Garden Grove, Long Beach, and other nearby cities. We are well-suited to partner with the City of Fountain Valley on this vital public works improvement project.

Willdan provides staffing professionals committed to delivering top-quality service to the City of Fountain Valley. Willdan's proposed public works construction manager and inspector are experienced in working together as an integral part of a municipal agency. The following strengths are what set us apart from the competition and make us the best-qualified team for this assignment:

Highly Skilled Construction Manager and Inspector. Our proposed Construction Manager, **Mr. Arne Cvek**, has over 20 years of experience. His experience includes construction management of large-scale projects in pavement rehabilitation, sewer installations, sewer lining, water systems, park improvements, storm drains, asphalt resurfacing (including asphalt-rubber products), concrete paving, landscaped medians, and traffic signals.

Our proposed Construction Inspector, **Mr. John Crowe**, has over 25 years of public works construction inspection experience, specializing in street improvements, water improvements, building code compliance, material testing, traffic signals, and HMA/ARHM paving projects.

Mr. Arne Cvek and Mr. Crowe offer extensive experience overseeing street improvement projects.

Unmatched Improvement Project Experience. Willdan has provided construction management and/or inspection for pavement improvement projects for the past 61 years. Our proposed construction inspection personnel have recent experience with street improvements in Southern California, including Inglewood, Garden Grove, Santa Ana, Long Beach, Newport Beach, Pico Rivera, Downey, and Brea.

Our project team has recent experience working together in the Cities of Pico Rivera and Inglewood.

Large Company with Boutique Company Approach. We have the resources of a large company but are staffed by individuals who respect our clients' unique needs. Every Willdan employee – including those working at City offices – seeks to understand each city's goals, policies, and practices based on what is written in their general plans and development codes, and on how those goals and policies have been applied over time. This approach has contributed to Willdan's success.

We have worked with nearly 90% of California cities and counties to deliver 13,000+ projects, serving over 3,400 clients.

Willdan looks forward to the opportunity to assist the City of Fountain Valley on this especially important project. Should you have any questions regarding our proposal, please do not hesitate to contact me at (562) 695-2120.

Respectfully submitted,

WILLDAN ENGINEERING

Chris Baca

Chris Baca, RCI, CESSWI
Director of Construction Services

Approval and Authorization to Proceed By:

CITY OF FOUNTAIN VALLEY

_____
Signature

_____
Date

910005\WW.00.40\P26-078R2_28158

WILLDAN CONSTRUCTION SERVICES EXPERTISE

Our proposed public works construction manager and inspector offer reliable service, quality workmanship, sound judgment, fair and equitable treatment, and adherence to our corporate integrity. Our proposed construction services personnel have the experience to identify and correct discrepancies, ambiguities, omissions, or conflicts in plans, specifications, and bid schedules that may lead to misinterpretation and/or agency and contractor disagreements. Our proposed team is adept at anticipating issues before they arise through continual review of project plans, specifications, contractors' schedules, and contract documents. Potential problems are brought to the attention of the City's Project Manager and/or the contractor, along with constructive recommendations for solutions, to mitigate costly delays and negative impacts on the public and the project.

UNDERSTANDING SCOPE OF SERVICES

Project Understanding

The City of Fountain Valley's Quadrant B4 Residential Roadway Rehabilitation Project (Project No. 27001) consists of large-scale pavement rehabilitation and related improvements within an active residential neighborhood, as shown in the improvement plans. The work includes cold milling of approximately 900,000 square feet of existing asphalt concrete pavement, localized deep milling, and placement of approximately 11,350 tons of ½" PG 64-10 asphalt concrete overlay. Additional improvements include removal and reconstruction of PCC curb and gutter, sidewalks, ADA-compliant curb ramps, driveway approaches, cross gutters, utility frame and cover adjustments, survey monument resetting, tree removal and replanting, and restoration of pavement striping and markings. All work must conform to the Greenbook Specifications, Caltrans Standard Specifications, and the City of Fountain Valley's Standard Plans and Special Provisions.

From a Construction Management and Inspection perspective, we understand that successful delivery will require proactive coordination, rigorous quality assurance, and continuous field oversight within a constrained 45 working-day construction window. Inspection efforts will focus on verifying milling depths, proper preparation of pavement surfaces, placement and compaction of asphalt concrete to achieve the required minimum 95% relative compaction, compliance with approved mix designs, and conformance with ADA slope and detectable warning requirements for curb ramps. Equally critical will be enforcement of traffic control requirements, maintenance of two-way traffic during designated hours, coordination of property access, implementation of advanced public notification procedures, and adherence to NPDES stormwater and public safety standards.

Our CM team recognizes the importance of thorough documentation, daily reporting, materials tracking, coordination with the City's testing laboratory, review of contractor schedules and submittals, and timely resolution of field issues to maintain progress and avoid delay claims. Through consistent communication with the City, contractor, residents, and stakeholders, the CM and inspection team will support delivery of a compliant, durable, and publicly sensitive roadway rehabilitation project.

Scope of Work

Construction Management

1. Assist City with public awareness and information program to keep residents and local stakeholders informed of project status along with impacts to traffic flow circulation, including answering public's questions about project.
2. Prepare construction file. A copy of Willdan's file checklist can be provided upon request.
3. Ensure contractor distributes public construction notices and places construction and information signs.
4. Prepare special concerns to be presented at preconstruction conference.
5. Conduct preconstruction meeting, prepare meeting minutes, and distribute to attendees.

6. Review contractor's safety program in consultation with City staff.
7. Through Willdan's system of project control, monitor activities related to project such that project is constructed in timely fashion pursuant to contract documents.
8. Log, track, and process submittals, RFIs, releases for construction (RFCs), contract change orders (CCOs), field directives, notices of proposed change (NOPCs), non-conformance reports (NCRs), construction schedule, and detailed traffic control plan.
9. Closely review schedule and advise contractor to act on schedule slippage.
10. Document contractor's 20-day notices, mechanic's liens, and stop notices.
11. Assume responsibility for coordination with inspection staff and City staff.
12. Monitor and coordinate activities of design engineering support, surveying, testing, and work by utilities or other agencies.
13. Coordinate contractor's field work with utility companies and other agencies.
14. Prepare weekly statement of working days and submit it to contractor and City.
15. Establish and conduct weekly construction progress meetings to:
    a. Resolve all old business issues to maximum extent possible
    b. Address all items of new business as presented by any party
    c. Review project schedule and address any deviations
    d. Review submittal log in terms of items needed and resubmittals required and review RFI, RFC, CCO, NCR, and NOPC logs
    e. List status of construction items recently undertaken or ongoing
    f. List planned construction items for next two weeks (two-week look ahead schedule)
    g. Review SWPPP issues
    h. Review contractor's safety program
16. Prepare minutes for weekly construction progress meeting.
17. Provide claims mitigation monitoring, including proactively applying foresight to discover unforeseen conflicts prior to contractor encounter.
18. Evaluate and respond to contractor's requests for clarification of plans and specifications.
19. Ensure that all questions, conflicts, and issues are immediately brought to City's attention and addressed with appropriate directives to contractor.
20. Conduct special site meetings, when necessary, with contractor and City staff to review job progress, scheduling, and coordination.
21. Perform quantity, time, and cost analyses required for negotiation of contract changes.
22. Negotiate and prepare change orders, including memorandum of explanation and cost estimates, to substantiate change order and send to City for review.
23. Monitor and perform immediate and thorough analysis of validity of all potential claims that arise.
24. Maintain all data for change orders and record information regarding time of dispute, time of notification by contractor, and action taken by inspector.
25. Monitor materials documentation and testing results and enforce corrections.
26. Review for approval contractor's progress payment requests; negotiate differences over amount with contractor; and process payments through City's Project Manager.
27. Monitor preparation of punch list at substantial completion and follow up.
28. Routinely review construction files to ensure conformance to City standards and good construction management practices.
29. Ensure City receives as-built set of drawings at completion.
30. Assist City with stop notices and release of retention.
31. Provide memorandum of clearance to issue notice of completion.
32. Finalize and deliver all construction files and supplies to City for their records.

Construction Inspection

1. Review plans, specifications, and all other contract- and construction-related documents.

2. Conduct a field investigation of the project area to become familiar with the existing facilities and the project environment.
3. Become familiar with traffic control plans, construction schedule, construction sequence, and permit requirements from other agencies.
4. Verify that the contractor conforms to the design survey line and grades.
5. Attending weekly progress meetings with the construction manager, contractor, and subcontractors.
6. Provide full-time and as-needed construction inspection, of the work to monitor materials and methods for compliance with plans, specifications, and contract documents; address and document non-conforming items as they are discovered.
7. Monitor compliance with Cal OSHA requirements and compliance with all local, state, and federal regulations. Although Willdan will monitor the activities, it is the contractor's sole responsibility to provide workers with a safe working environment.
8. Monitor compliance with the Clean Air Act and the Clean Water Act (National Pollutant Discharge Elimination System – NPDES best management practices). Also, monitor the contractor's compliance with approved SWPPP.
9. Meet with the contractor at the beginning of each day and review the proposed work plan, including specific details that may affect progress.
10. Conduct daily measurements of quantities of work with the contractor.
11. Review actual contractor performance throughout the day and discuss discrepancies with the contractor as they occur.
12. Assist in coordination of engineering support, surveying, specialty inspections, and fieldwork by utility companies.
13. Ensure compliance of Underground Service Alert notification/delineation.
14. Evaluate the contractor's operation and production with respect to quality and progress and report to the City's Project Manager and Construction Manager.
15. Photograph continuous property frontages along the street alignment once prior to construction and once immediately following construction. Maintain a photographic record of key elements of each major operation of work each day, with increased detail in situations of potential changes or claims.
16. Closely monitor testing results and require the contractor to provide corrective measures to achieve compliance.
17. Maintain copies of all permits needed to construct the project and enforce special requirements of each.
18. Prepare and maintain detailed daily diary inspector reports on construction progress.
19. Prepare clear and concise letters and memoranda, as needed. Establish a solid paper trail.
20. Maintain field file bound workbooks and Willdan electronic file during construction, including a cumulative record of quantities constructed, daily and weekly reports, working day reports, change order documentation, photographs, and other documentation.
21. Analyze delays and review claims on a timely basis and make recommendations to the construction manager.
22. Assist with the review and evaluation of up to (3) change orders.
23. Provide complete measurements and calculations documented to administer progress payments.
24. Maintain and submit a clean set of plans marked in red for as-built corrections on record drawings to be filed with the City. (City's design consultant will transfer the contractor's record drawings to original Mylar drawings).
25. Prepare a punch list at substantial completion and follow up with the contractor regarding progress of corrections.
26. Schedule a final inspection with the City and applicable agencies; prepare, distribute, and inspect corrections to the final punch list for completion; and recommend final acceptance.

27. Prepare documentation for final payment to the contractor.
28. Upon project completion, provide the finished set of project workbooks to the City.

FEE PROPOSAL

Willdan proposes performing the required inspection services on a time-and-materials (T&M) basis. Willdan's proposal is based upon the City's estimated 45 working Day construction schedule. Our proposed not-to-exceed fee for the Scope of Work identified above is **$85,132.00.**

City of Fountain Valley

FEE PROPOSAL
FOR
Construction Management and Public Works Inspection
Roadway Rehabilitation Project Quadrantr B4
REVISED 5-19-2026

TASK / CLASSIFICATION	Senior Construction Manager	Construction Inspector (Prevailing Wage)	TOTAL LABOR	MISC. EXPENSE	TOTAL COST
HOURLY RATE:	$185	$169			
PRECONSTRUCTION SERVICES	8	4	$2,156.00	$0.00	$2,156.00
CONSTRUCTION SERVICES	108	360	$80,820.00	$0.00	$80,820.00
POST CONSTRUCTION SERVICES	8	4	$2,156.00	$0.00	$2,156.00
TOTALS SERVICES	*124*	*368*	*$85,132.00*	*$0.00*	***$85,132.00***

[1] Willdan's revised fee is based on the original **45** working day construction contract. Additional services needed beyond this duration will be provided on a time-and-material basis at Willdan's standard hourly rates.

[2] Inspector hours are estimated and will be dependent upon the Contractor's final phasing and scheduling implementation.

[3] Overtime inspection services are not included, but will be billed at 1.5 times normal hourly rate if required and may require adjustment to the approved budget. Work performed by support staff with titles not explicitly listed herein will be charged in accordance with Willdan's current 2025-2026 standard hourly rates.

RESUMES

Arne Cvek

Construction Manager

Profile Summary

Education:	▪ *Master of Science, Construction Management, Louisiana State University, Baton Rouge* ▪ *Post-Baccalaureate Certificate, Construction Management, Louisiana State University, Baton Rouge* ▪ *Bachelor of Science, Molecular, Cellular and Developmental Biology, University of Colorado, Boulder*
Certifications:	▪ *Caltrans Resident Engineer Academy* ▪ *FEMA IS-0008.a, IS-00005.a, IS-00100.b, IS-00200.c, IS-00320, IS-00700.a*
Experience:	▪ 20 Years

Mr. Arne Cvek possesses 20 years of professional experience in the field of full lifecycle construction management/project management. He is proficient in leading and managing projects and executing extensive scopes of work on strict deadlines. He is adept at communicating effectively and developing working relationships across diverse populations, while working toward a common goal of delivering quality projects within established timeframes and budget. He is specifically skilled at managing contractors, equipment, personnel, and resources to maximize productivity. He ensures excellent communication with contractors regarding construction obligations and legal requirements across multiple trades, and he is especially adept at maintaining excellent quality control of construction projects.

Relevant Project Experience

Phase I Crenshaw Boulevard Project, City of Inglewood, California, $4.5M. Construction Manager. Willdan is currently providing construction management, inspection, and material testing services for this $20 million project to beautify and improve the Crenshaw Boulevard corridor between the I-105 freeway and Century Boulevard. The work includes removal and reconstruction of existing asphalt concrete and Portland cement concrete roadways, driveway approaches, sidewalks, curb and gutter, cross gutters, curb ramps, and bus pads; new irrigation water services; median and parkway landscaping; traffic signal modifications; ITS improvements; street lighting; and cold milling and asphalt rubber hot mix overlay. Traffic signal installations and/or modifications are being made at 7 intersections along Crenshaw Blvd, including one Caltrans intersection at the I-105 freeway. The project involves regular coordination with Caltrans, the City of Hawthorne, and multiple City of Inglewood departments.

City of Santa Ana Fire Station Capital Improvement Projects, California, $4.5M. Construction Manager. City-owned Fire Station Facility maintenance was determined to be a priority for fiscal year 22/23. Projects include roof replacements, mold remediation and landscaping, flooring replacement, kitchen and dayroom ADA and gender-neutral remodel, HVAC, above-ground fuel storage tank removal and replacement. Mr. Cvek was responsible for project scope development, design, bidding, award, inspection and project closeout.

Various Projects, City of Santa Ana, California. Contract Administrator. Mr. Cvek provided comprehensive contract and plan reviews, delineating construction and legal requirements and technical specifications across various trades, including electrical, mechanical, plumbing, landscape, and building. Specifically, he evaluated and reported on contractor compliance with contract provisions, conditions, and municipal codes. He determined and investigated code or contract violations and provided recommendations for corrective action. He developed, reviewed, and implemented contract proposal and design-build plans for various public works projects. He served as point of contact for RFIs.

Child Development Center Structural Repairs and Roofing, City La Habra, California. Construction Manager. Due to climatic pressures experienced in recent years, the Child Development Center experienced severe damage to the roof and structural members. On a on-call basis, Mr. Cvek responded to the City's request for assistance in management of contractors, material, and schedule associated with structural repairs to the roof system, as well as monitored construction for the removal and replacement of the roof system.

Santa Ana City Hall Second, Fifth, and Eighth Floor Tenant Improvements, City of Santa Ana, California, $2.5M. Construction Manager**.** Facilities at Santa Ana City Hall and Ross Annex were selected to undergo renovations. To minimize impact to daily operations, work has been programmed to take place in phases. This project includes updating lighting, plumbing fixtures, finishes, demolition and installation of non-load bearing interior partition walls, ceiling finishes, as well as data and electrical relocations. Mr. Cvek was responsible for coordination with design consultant, RFI and Submittal review, stakeholder updates, contract administration, and scheduling.

Santa Anita Park Field and Park Improvements, City of Santa Ana, California, $9.5M. Construction Manager**.** The comprehensive project enabled a total park renovation that includes new synthetic turf soccer field, new sports lighting, the incorporation of built-in concrete bleacher seating into adjacent grass slopes, upper terraces to allow for group event canopies, a new basketball court, new playground equipment, a parking lot expansion, new concrete walkways, new site lighting, and new landscape and irrigation. Mr. Cvek was responsible for contractor inspection coordination and contract administration.

Musco Sports Lighting Dan Young Sports Complex, Memorial, Thornton Park/George Upton Park, City of Santa Ana, California, $4M. Construction Manager**.** City staff determined selected parks for sports field lighting replacement. The replacement of old fixtures, poles, conduits and electrical cabinets occurred through a Sourcewell contract with MUSCO LED lighting. Mr. Cvek was responsible for construction management and project delivery.

Universally Accessible Playground at Thornton Park, City of Santa Ana, California, $2.3M. Construction Manager**.** City staff selected George Upton All Access Park, located at Thornton Park, for the installation of the first universally accessible playground. Working through Sourcewell, Landscape Structures was selected for the playground installation through Coast Recreation. Mr. Cvek coordinated and directed Coast Recreation through the pre-construction phase of the project. The project is set to break ground in the Fall of 2023, whereby Mr. Cvek will deliver the project.

Fire Station Above-Ground Storage Tanks, City of Santa Ana, California, $4.5M. Construction Manager. Aging underground fuel storage tanks located at three fire stations in the City require the removal and installation of above-ground fuel storage tanks. Mr. Cvek worked on the design phase of the projects.

Tec Engineers and Managers, City of Irvine, California. Quality Control Manager. Mr. Cvek provided management services on the Los Angeles World Airport (LAWA) terminal cores and Automated People Mover projects. He adhered strictly to contract specifications to deliver a quality project. He attended project meetings to gain knowledge and designer/builder intent to facilitate planning. He was involved from the preconstruction phase to ensure all paperwork and documentation requirements were met. Working with contractors, he encouraged collaboration and emphasized the inspection process. Meeting with client superintendents and project managers, as well as contractors, he worked toward transparency and collaboration regarding testing, inspections, and construction. He was the primary point of contact for all issues relating to the quality control of the project.

Don Wright Contractors, City of Fontana, California. Project Manager. Mr. Cvek led interior and exterior renovations for multi-family dwellings, overseeing scheduling and hiring, as well as

material procurement, including drywall, paint, electrical, plumbing, fencing, ensuring work was completed on schedule and at a high level of quality control.

Bolco Construction, City of Burlingame, California. Superintendent. Mr. Cvek directed planning and scheduling of construction teams, working on various multi-family residential projects, encompassing electrical and structural. He oversaw budgets and managed costs. He conducted progress and process meetings to achieve strategic relationships between vendors, contractors, and stakeholders.

John Crowe

Senior Public Works Observer

Profile Summary

Education:	▪ National Institute for Certification in Engineering Technologies (NICET) 97346 ▪ Level I Certification in Transportation Engineering Technology/Highway Construction. ▪ Level II Certification in the field of Construction Materials Testing Asphalt, Concrete and Soil. ▪ American Concrete Institute (ACI) Level I Concrete Field Technician ▪ Caltrans Certificate of Proficiency for Acceptance Testing for the following test methods: 125, 201, 202, 216, 227, 231, 375, 504, 518, 526, 533, 539, 540, 547 and D2922. ▪ Boart Longyear (CPN) Radiation Safety and Use of Nuclear Gauges ▪ California B-1 General Contractor's License No. 560363
Experience:	▪ 23 Years

Mr. John Crowe has 23 years of practical experience with a strong versatile background in construction. He is a licensed General Contractor, holds numerous construction certifications, and is knowledgeable in all areas of roadway construction, concrete structures, drainage construction and traffic signal requirements. He has shown the ability to work well with developers, contractors, utility agencies and all parties involved on a project.

Relevant Project Experience

Regional Bikeway Project CIP No. 21280 Federal Project No. ATPL-5351(032), City of Pico Rivera, California. Public Works Inspector. Willdan is providing Construction Management and Public Works Inspection services on this project, which consists of construction of a 1.1-mile-long Class IV bike lane along Mines Avenue from Paramount Boulevard to the San Gabriel River. Additional improvements along Mines Avenue include construction of bio-swales and planting of drought tolerant landscaping, sidewalk and ADA improvements, pavement reconstruction, and signal modifications at the intersections of Paramount Boulevard at Mines Avenue and Rosemead Boulevard at Mines Avenue. Construction costs are approximately $6.5 million.

I-605 Hot Spots Intersection Improvements Rosemead Blvd and Beverly Blvd, City of Pico Rivera, California. Public Works Inspector. This project included increased left turn storage, additional left turn lanes, additional travel lanes, dedicated right turn pockets, reconstruction of existing medians to accommodate additional travel lanes, modifying existing traffic signals and striping, pavement rehabilitation, construction of curb ramps, driveway approaches and miscellaneous sidewalk improvements.

Citywide Pavement Rehabilitation, City of Pico Rivera, California. Public Works Inspector. Willdan is providing public works observation and construction management services for the Citywide Street Rehabilitation Project- Overlay and Reconstruction. Improvements include pavement rehabilitation on various roadway segments and parkway improvements, such as reconstruction of existing damaged and uplifted concrete sidewalk, curb and gutter, and drive approaches, curb ramps, utility adjustments, signing and striping, and replacement of traffic loops.

Various Arterial-Residential Street Improvements, City Project No. 7212, 7215, and 7292, City of Garden Grove, California. Public Works Inspector. Willdan provided street rehabilitation with full depth reclamation for Brookhurst Street from Lampson Avenue to Chapman Avenue and for Euclid Street from Lampson Avenue to Chapman. In addition, Willdan completed street rehabilitation with removal and reconstruction of Lampson Avenue from Brookhurst Street to Nelson Street, Magnolia Street from Shelly Drive to Katella Avenue, and La Vaughn, Russell, and Earle Streets at Imperial Avenue. We also performed street rehabilitation with micro surfacing of Brookhurst Street from Westminster Avenue to Trask Avenue. The projects included cement treatment, roadway excavation, cold milling and micro milling; installation of ARAM Interlayer; asphalt paving; replacement of PCC curb and gutter, cross gutter, sidewalk, wheel chair ramps, and stamped color concrete; landscaping and irrigation; adjustment of utility covers to finish

grade; removal of existing and installation of new traffic signal controller and cabinet including foundation; installation of traffic detector loops; installations of traffic striping, signing, pavement markings and markers; and reestablish of centerline ties and monuments.

Pavement Rehabilitation Project STR200002A Pacific, City of Highland, California. Public Works Inspector. Willdan is providing construction management and inspection services for this project which involves pavement rehabilitation, including pavement grinding, cold central plant recycling, pavement removal and replacement, and asphalt rubber overlay, as well as minor removal and replacement of damaged concrete sidewalk, curb and gutter, and cross gutter, grinding raised sidewalk panels, slurry seal, crack repair, crack seal, adjustment of valve covers to final grade, protection of manholes, and installation of striping and markings.

Lakewood 2022 Major Street Paving and Rehabilitation Project, City of Lakewood, California. Public Works Inspector. Willdan provided construction management, public works observation, labor compliance, and materials testing services for this project, which involved pavement rehabilitation (cold milling, leveling course, asphalt rubber hot mix overlay, thermoplastic striping, traffic loops, curb ramps, sidewalk, curb and gutter) of eight major and collector streets for an estimated total distance of 8 linear miles.

Slurry Seal FY 20-21, City of La Puente, California. Public Works Inspector. Willdan provided construction management and public works inspection for the City's Annual Slurry Seal Program on various streets throughout the City.

Puente Street Water Improvements, City of Brea, California. Public Works Inspector. Willdan is providing construction management and public works inspection for the City of Brea's Puente Water Improvement project. This project encompasses water system and street rehabilitation/reconstruction improvements on Puente Street between Briarwood Drive and Lambert Road and on Gemini Avenue and Titan Way within the City of Brea.

Alley Rehabilitation, City of Brea, California. Public Works Inspector. Project included the reconstruction of three alleys and involved removal of the existing pavement, new alley approaches, asphalt, paving, and other appurtenant work.

Sewer and Park Improvement at La Puente Community Park, City of La Puente, California. Public Works Inspector. The project consists of the removal of existing asphalt concrete pavement and base, concrete sidewalk, curb and gutter, driveways, chain link fence, manhole structures; construction of asphalt concrete over aggregate base, curb and gutter, PCC driveways, PCC curb ramps, PCC sidewalk, decorative concrete paving, tree wells, catch basins, infiltration trench, parkway drains, trash enclosures; installation of sewer line, storm drain lines, iron fence, electrical conduit, lighting, loop detectors, signing and striping, and landscape improvements. The work also includes manholes, laterals, sewer bypass, CCTV camera inspection and other appurtenant work.

De Luz FEMA Project, De Luz Community Services. Public Works Inspector. Willdan provided inspection, construction management, and labor compliance. This was a FEMA project to repair drainage issues at 23 identified locations. These locations had drainage concerns causing roadway improvements to washout. These washouts were to be repaired via storm drain and grading repairs to allow proper drainage to mitigate any further infrastructure damage and help enhance roadway safety. Work included Earthwork, Paving, Storm Drain Improvements and Pipe Lining.

Elliott /Amar Improvement Project, City of La Puente, California. Public Works Observer. Willdan provided construction observation, project management and labor compliance services for right-of-way improvements for Elliott Avenue/ Amar Road Project.

Converse Consultants
Geotechnical Engineering & Consulting, Environmental & Groundwater Science, Materials Testing & Inspection Services

March 3, 2026
Revised May 13, 2026

Ms. Jessenia Penaloza
Assistant Engineering
City of Fountain Valley
Public Works Department
10200 Slater Avenue
Fountain Valley, CA 92708

Subject: **REVISED PROPOSAL TO PROVIDE AS-NEEDED GEOTECHNICAL, ASPHALT CONCRETE, AND LABORATORY TESTING SERVICES**
Residential Roadway Rehabilitation Project No. 27001
City of Fountain Valley, Orange County, California
Converse Project No. 26-32-115-00 (30/40)

Dear Ms. Penaloza:

Converse Consultants (Converse) is pleased to submit this proposal outlining our scope of work and cost estimate providing as-needed geotechnical, asphalt concrete and laboratory testing services that will be required during rehabilitation of the above-referenced project.

In preparation of this proposal, we performed the following.

- Reviewed the information you transmitted to us via email on March 2 and May 13, 2026.
- Discussed the project with you over the phone on March 3, 2026.

Based on your email dated May 13, 2026, we have revised our proposal to 45 working days.

SCOPE OF SERVICES

The scope of work and cost breakdown is presented in the tables below.

Field Services Costs

Service Type	Unit	Total Units	Unit Rate	Cost
Field Technician to take density and moisture tests of compacted soil for street subgrade, aggregate base and asphalt concrete (20 trips & 5 hours/trip = 100 hours)	Hr.	100	$149.00	$14,900.00
Sample pick-up	Hr.	8	$65.00	$520.00
Field Services Cost Total				**$15,420.00**

Laboratory Testing Costs

	Number of Tests	Cost Per Test	Total Cost
Modified proctor for optimum moisture and density (soils)	5	$200.00	1,000.00
Modified proctor for optimum moisture and density (Aggregate base)	2	$200.00	$400.00
Hveem asphalt density	2	$230.00	$460.00
Extraction and Gradation of AC samples	2	$230.00	$460.00
Laboratory Testing Cost Total			**$2,320.00**

Office Support Costs

Type of Activity	Unit	Total Units	Unit Rate	Total Cost
Office Support	Hr.	8	$90.00	$720.00
Project Manager	Hr.	6	$175.00	$1,050.00
QC by a Principal Engineer	Hr.	1	$225.00	$225.00
Close-out report	Lump Sum	1	$800.00	$800.00
Office Support Cost Total				**$2,795.00**

Cost Summary

Item	Cost
Field Services Costs	$15,420.00
Laboratory Testing Costs	$2,320.00
Office Support Costs	$2,795.00
TOTAL	**$20,535.00**

ASSUMPTIONS

In general, our fees are based on the following conditions and assumptions described below.

- The technician's field hours are an estimate. It will vary depending on the contractor's schedule and progress. We will charge only for the hours of work we perform.
- When full-time observation by a Converse representative is not required, the testing services described above will be performed on a test-results-only basis at the request of your authorized representative, who will be responsible for coordinating our services with the construction schedule. No comments regarding compaction procedures or observations will be made for test result only services.
- For on-call services, the test locations will be prepared and ready for testing by Converse field personnel upon their arrival at the site.
- Work will be conducted during an eight-hour day at the site. Overtime will be charged at 1.5 times the regular hourly rate.
- All requests for field service should be received by this office not less than one working day (24 hours) prior to the time the services are to be performed.

- There will be a 2-hour minimum charge in case of work cancellation after our field personnel have been dispatched.
- There may be a 2-hour minimum charge if services are cancelled within 6 hours of the scheduled call out time.
- There will be a 4-hour minimum charge for field services performed for less than 4 hours.
- The contractor and/or client will be responsible for excavating and backfilling all test locations.
- Our field representative will not direct, supervise or lay out the work of the contractor.
- Our services will not include a review of the contractor's safety measures on or near the job site.
- If any additional inspection or laboratory testing is required, it will be performed in accordance with the attached *Schedule of Fees*.
- Converse field reports will be provided to your authorized representative in the field on a daily basis as the testing is completed. The field reports will summarize test results and time charged per day, and document work performed.
- Meetings and consultations not described above, which are requested by the client, are not included in the cost summary, but will be charged on a time-and-materials basis in accordance with the attached *Schedule of Fees*.
- Should additional services be required other than those presented herein, we will discuss the matter with you. If requested, we will prepare a detailed proposal and cost estimate for such services. Additional services will not be performed without prior written authorization.
- No services will be provided prior to our signature of an agreement with you. No additional work required will be provided without written authorization and a budget amendment from your authorized representative.

CLOSURE

Our services will be provided in accordance with generally accepted professional engineering and engineering geological principles and practice in this area of Southern California. Unless we are informed otherwise, we will assume that these conditions are acceptable to you.

This proposal will expire 60 days from its issuance, if not accepted at that time. Our billing rates are reviewed at the beginning of each year and are subject to adjustment.

Please sign 2 copies of the Acceptance of Agreement and Authorization to Proceed at the end of this proposal. Retain one copy of this proposal for your files and return one signed copy to our office to formally authorize our services.

We understand that this project is a prevailing wage project as determined by local Labor Code.

Special billing instructions, including backup documentation requirements, should be mutually agreed upon and indicated in the authorization. Subsequent additions or changes should be likewise mutually agreed upon and submitted in writing with appropriate authorization.

Converse has the resources to meet your project schedule. We will ensure that personnel with appropriate background and experience are assigned to this project. We will also ensure that all deliverables are submitted on schedule.

We appreciate the opportunity to be of service on this very important project. If you have any questions, or if we can provide any additional assistance, please call the undersigned at 909-474-2847.

CONVERSE CONSULTANTS

Hashmi Quazi, PhD, PE, GE
Principal/Regional Manager

Dist.: 1/Addressee (e-mail)
Attach: *Schedule of Fees and General Conditions*
HSQ/kvg

REVISED PROPOSAL TO PROVIDE AS-NEEDED GEOTECHNICAL, ASPHALT CONCRETE, AND LABORATORY TESTING SERVICES

Residential Roadway Rehabilitation Project No. 27001

City of Fountain Valley, Orange County, California

Converse Project No. 26-32-115-00 (30/40)

ACCEPTANCE OF AGREEMENT AND AUTHORIZATION TO PROCEED[3]

Firm Name: *(Client)[1]*

By: *(Print Name)*

(Signature)

Title: *Date:*

Telephone No. ( ) *Email:*

P.O. No./Billing Instructions[2]:

1 Invoices to be sent to the Client, who shall be responsible for payment thereof, unless notified otherwise. The Client is represented by a person with authority to financially commit to the scope of work herein and acknowledges that the person signing has read and understands the enclosed General Conditions.

2 Billing requirements, including backup documentation, should be mutually agreed upon and indicated here. Subsequent additions or changes should likewise be mutually agreed upon and submitted in writing with appropriate authorization.

3 Converse has been informed by the Client that this is a prevailing wage project for geotechnical services as determined by local Labor Code Sections 1770-1780.

Appendix

Introduction
It is the objective of Converse Consultants to provide its clients with quality professional and technical services and a continuing source of professional advice and opinions. Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. This fee schedule is valid through December 31, 2026.

Hourly Charges for Personnel
Staff assignments will depend on personnel availability, job complexity, project site location, and experience level required to satisfy the technical requirements of the project and to meet the prevailing standard of professional care.

Field Technical Services (hourly rate including vehicle and equipment)

Construction Inspector – ACI/ICC and/or AWS/CWI certified (concrete, post-tension, masonry, structural steel, fireproofing; includes concrete batch plant and local steel fabrication inspections)	$149
DSA Masonry Inspector	149
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant, skidmore, pull testing, torque testing, Schmidt hammer, and pachometer)	154
Coating Inspector/Coring Technician	154
Soils Technician (soil, base, asphalt concrete, and moisture emission testing)	149
Sample Pick-Up	65

Professional Services (consultation for field and office, if requested)

Staff Professional	$145
Senior Staff Professional	155
Project Professional	165
Project Manager	175
Senior Professional	175
Principal Professional	225
Principal Consultant	235

Laboratory Testing

Laboratory Technician (see Geotechnical Laboratory Testing and Materials Testing Services fee schedules.)	Per Test
Laboratory Supervisor	$100

Office Support

Clerical/Word Processing	$90
Drafting	90
CAD Operator/Drafting Manager	100

Overtime and special shift rates for Field Services personnel are determined in accordance with Prevailing Wage law. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel.

Expenses
1. Exploration expenses (drilling, trenching, etc.) are charged at cost plus fifteen percent.
2. Travel and subsistence expenses (transportation, room and board, etc.) for individuals on projects requiring travel and/or living 50 miles away from the project site are charged at cost plus fifteen percent.
3. Automobile and truck expenses are charged at cost plus fifteen percent (rentals) or at the current IRS milage rate per mile for company-owned vehicles traveling between principal office and project.
4. Other out-of-pocket direct project expenses (aerial photos, long-distance telephone calls, permits, bonds, outside printing services, tests, etc.) are charged at cost plus fifteen percent.

Invoices
1. Invoices will be submitted to the Client on a monthly basis, and a final bill will be submitted upon completion of services.
2. Payment is due upon presentation of invoice and is past-due thirty days from invoice date. In the event Client fails to make any payment to Converse when due, Converse may immediately cease work hereunder until said payment, together with a service charge at the rate of eighteen percent per annum (but not exceeding the maximum allowed by law) from the due date, has been received. Further, Converse may at its sole option and discretion refuse to perform any further work irrespective of payment from Client in the event Client fails to pay Converse for services when said payments are due.
3. Client shall pay attorneys' fees or other costs incurred in collecting any delinquent amount.

General Conditions
The terms and provisions of the Converse General Conditions are incorporated into this fee schedule as though set forth in full. If a copy of the General Conditions does not accompany this fee schedule, Client should request a copy from this office.

Compensation for laboratory testing services will be made in accordance with this fee schedule which includes test report(s) and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. The rates are based on non-contaminated soil. A surcharge will be charged for handling contaminated material, which will be determined based on the project.

IDENTIFICATION AND INDEX PROPERTIES TESTS

Visual Classification, ASTM D2488	20.00
Engineering Classification, ASTM D2487	25.00
Moisture Content and Dry (bulk) Density,	
ASTM D2216 and D2937	25.00
Moisture Content, ASTM D2216	20.00
Shrinkage Limit, ASTM D4943	85.00
Atterberg Limits, ASTM D4318	
Several points	150.00
One Point	50.00
Particle Size Analysis, ASTM D6913	
Fine Sieve, from +#200 to #4	100.00
Coarse and Fine Sieve, from #200 to 3 in	180.00
Hydrometer	120.00
Percent Passing #200 Sieve, ASTM D1140	80.00
Specific Gravity	
Fine, passing #4 sieve, ASTM D854	100.00
Coarse, retained on #4 sieve, ASTM C127	100.00
Sand Equivalent Test, ASTM D2419	130.00
Double Hydrometer Dispersion, ASTM D4221	150.00

COMPACTION AND BEARING STRENGTH

Standard Proctor Compaction, ASTM D698 or ASTM D1557	
Method A or B	210.00
Method C, 6” mold	220.00
California Impact Method, Caltrans 216	220.00
R-value, ASTM D2844 and CTM301	280.00
California Bearing Ratio (CBR), ASTM D1883	
1 Point	550.00
3 Points	750.00
Relative Density	
0.1 Cubic Foot Mold	200.00
0.5 Cubic Foot Mold	300.00

SHEAR STRENGTH

Torvane/Pocket Penetrometer	25.00
Direct Shear	
Quick Test	75.00
Consolidated, Drained, granular soil, ASTM D3080	230.00
Consolidated, Drained, fine grained soil, ASTM D3080	260.00
Consolidated, Undrained, fine grained soil	230.00
Residual Strength, per cycle	70.00
Remolded Specimens	70.00

STATIC UNIAXIAL AND TRIAXIAL STRENGTH TESTS (PER POINT)

Unconfined Compression, ASTM D2166	150.00
Unconsolidated, Undrained, ASTM D2850	160.00
Consolidated, Undrained, per point	700.00
Consolidated, Drained, per point	700.00
With Pore Pressure Measurement, per load	150.00
Remolded Specimen	90.00

CONSOLIDATION (ASTM2435) AND SWELL COLLAPSE (ASTM D4546) TESTS

8 Load Increments	260.00
Additional Load Increment	50.00
Time-Ratio, per load increment	90.00
Single Point, collapse test	90.00
Single Load Swell, ASTM D4546	
Ring Sample, Field Moisture	95.00
Ring Sample, Air Dried	95.00
Remolded Sample	70.00
Expansion Index Test, UBC 29-2/ASTM D4829	140.00

HYDRAULIC CONDUCTIVITY TESTS

Constant Head, ASTM D2434	250.00
Falling Head Flexible Wall, ASTM D5084	300.00
Triaxial Permeability, EPA 9100	350.00
Remolded Specimen	60.00

CHEMICAL TESTS

Corrosivity (pH, resistivity, sulfates, chlorides)	225.00
Organic Content, ASTM D2974	100.00

Conditions: Unit rates presented on this fee schedule are for routinely performed geotechnical laboratory tests. Numerous other earth material physical tests can be performed in our geotechnical laboratories, including rock core, soil cement and soil lime mixture tests. Tests not listed can be quoted upon request. This fee schedule is valid through December 31, 2026.

Prices are based on the assumption that samples are uncontaminated and do not contain heavy metals, acids, carcinogens and/or volatile organics which can be measured by an organic vapor analyzer or photoionization detector with a concentration greater than 50 parts-per-million (ppm). Quoted testing fees are based on the assumption that no protective clothing will be required to handle samples. If Level D protective clothing will be required during handling of samples (as defined in Federal CFR Part 1910.120), then a 40% increase in fees presented in this schedule will be applied. Level C protective clothing will be a 60% increase in fees. Converse will not handle samples that require either Level B or Level A protection in our geotechnical laboratories. Contaminated samples will be returned to the client. Uncontaminated samples will be disposed of 30 days after presentation of test results. The client must disclose the source of samples. Samples imported from out of state will be incinerated after testing in accordance with requirements of the United States Department of Agriculture. Soil samples obtained within the State of California currently designated quarantine areas will also be incinerated in accordance with the requirement of the State of California, Department of Food and Agriculture, Division of Plant Industry, Pest Exclusion. A $5.00 incineration fee will be added to each sample that is required to be incinerated in accordance with State and Federal law.

Test results requiring plots will be presented in a publishable format generated from computer programs. Otherwise, raw test numbers will be presented. A minimum laboratory fee of $50.00 will be charged to present and mail test results. Beyond the standard U.S. Mail delivery, specialized transmittal will be charged at additional cost (e.g., Federal Express, UPS, etc.). Geotechnical testing does not include engineering and/or geologic review and analysis. Typical turnaround for geotechnical laboratory testing is two weeks (or roughly ten working days). To expedite test turnaround to five working days, a 50% increase in the fees in this schedule will be applied. Many geotechnical tests require at least one week to perform in accordance with ASTM or other standard specifications. Fees presented in this schedule for relatively undisturbed direct shear, consolidation or expansion pressure tests are based on the assumption that 2.416-inch inside diameter brass ring samples will be provided to the geotechnical laboratory for testing. Remolded specimens will be compacted in standard 2.5-inch outside diameter brass rings for direct shear, consolidation and expansion pressure tests. All fees presented in this schedule are based on the assumption that the client will deliver samples to our laboratory at no additional cost to Converse.

Invoices will be issued monthly and are payable on receipt unless otherwise agreed upon. Interest of 1.5% per month (but not exceeding the maximum allowed by law) will be payable on any amount not paid within thirty days; payment thereafter to be applied first to accrued interest and then to the principle unpaid amount. The Client shall pay any attorneys' fees or other costs incurred in collecting any delinquent amounts.

Compensation for laboratory testing services will be based on rates in accordance with this fee schedule which includes test report(s) and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. Our services will be performed in accordance with the General Conditions. This fee schedule is valid through December 31, 2026.

AGGREGATES

Moisture Content, ASTM D2216 ..... 25.00
Particle Size Analysis
- Coarse, ASTM C136, each 120.00
- Coarse and Fine, ASTM C136 & C137), each 180.00

Specific Gravity & Absorption
- Coarse Aggregate, ASTM C127 ..... 115.00
- Fine Aggregate, ASTM C128 ..... 175.00
- Unit Weight per Cubic Foot, ASTM C29 ..... 75.00
- Soundness, Sodium or Magnesium, ASTM C88, each 550.00
- Potential Alkali Reactivity, ASTM D289 ..... 700.00
- Freeze Thaw Soundness 175.00
- Los Angeles Abrasion, per class, ASTM C131, C535 ..... 375.00
- Sand Equivalent, ASTM D2419 ..... 180.00
- Lightweight Particles, ASTM C123, each 300.00
- Clay Lumps & Friable Particles, ASTM C142, each 290.00
- Stripping Test, ASTM D1664, each 85.00
- Organic Impurities, ASTM C40 ..... 140.00
- Durability ..... By Quote

CONCRETE TESTS

Laboratory Trial Batch, ASTM C192 ..... By Quote
Laboratory Mix Design, Historical Data ..... By Quote
Compression Test, 6”x12” Cylinder, ASTM C39, each 55.00
Lightweight Concrete
- Compression 55.00
- Unit Weight 55.00

Specimen Preparation, Trimming or Coring, each 75.00
Bond Strength, ASTM C321
- Prepared by Converse 250.00
- Prepared by Others 150.00

Core Compression Test, ASTM C12, each 120.00
Flexure Test, 6”x6” Beams, ASTM C78, each 130.00
Modulus of Elasticity, Static, ASTM C469, each 275.00
Length Change, ASTM C157, 3 bars, 5 readings each, up to 26 days 550.00
Splitting Tensile, 6”x12” Cylinders, each 110.00
Field Concrete Control (sampling, slump, temperature, cast 4 cylinders, molds, cylinder pick-up, within 10 miles of office, stand-by extra), ASTM/UBC, hourly rate schedule, or each cylinder 95.00
Field Concrete Control (same as above plus air content test), ASTM/UBC, each cylinder 95.00
Hold Cylinder 10.00
Cylinder Mold, sent to job site but not cast by Converse or returned to Converse 7.00

MASONRY (ASTM C140, E447, UBC STANDARD 24-22)

Moisture Content, as received, each 105.00
Absorption, each 85.00
Compression, each 85.00
Shrinkage, ASTM C426, each 250.00
Net Area and Volume, each 30.00
Masonry Blocks, per set of 9 ..... 1,500.00
Masonry Core Compression, each 125.00
Masonry Core Shear, each 245.00
Masonry Core Trimming, each 150.00
Compression Test, grouted prisms, 8”x8”x16”, each 300.00
Compression Test, grouted prisms, 12”x16”x16”, each 425.00
Compression Test
- 2”x4” Mortar Cylinder, each 55.00
- 3”x6” Grout Prisms, each 55.00
- 2” Cubes, ASTM C109, each 55.00

Cast by Others 55.00
Mortar or Grout Mix Designs ..... By Quote

FIREPROOFING TESTS

Oven Dry Density, per sample 80.00

MOISTURE EMISSION TEST

Moisture Emission Test Kit 85.00

ASPHALTIC CONCRETE

Stability, Flow, and Unit Weight, ASTM D6927 ..... 500.00
Marshall ASTM D1559, ASTM D2726 ..... 450.00
Measured Maximum Specific Gravity of Mix, ASTM D2041, Rice Method, each 350.00
Void Analysis of Cores or Marshall Specimens, Calculations Only, ASTM D3203, set of 2 or 3 ..... 60.00
Laboratory Mixing of Asphalt & Concrete, per sample 75.00
Complete Asphalt Concrete Mix Design
- Hveem or Marshall ..... By Quote

Extraction of Asphalt and Gradation, ASTM D2172, Method B, or California 310, including ash correction, each 455.00
Extraction of Rubberized Asphalt & Gradation, each 350.00
Specific Gravity, ASTM D2726 or ASTM D1188
- Uncoated 95.00
- Coated 125.00

Immersion-Compression 650.00
Particle Coating, ASTM D2489 ..... 95.00
Stripping, ASTM D1664 ..... 85.00
Moisture or Volatile Distillates in Paving Mixtures, or Materials Containing Petroleum Products or By-Products 350.00
Retained Strength, ASTM D1074/D1075, 6 specimens ..... By Quote
Retained Stability, Mil, Std, 520A, Method 104, 6 specimens ..... By Quote
CBR, ASTM D1883, including M/D Curve, 1 point 400.00
Asphalt Temperature 20.00

STRUCTURAL STEEL

Tensile Test #9 Bar or Smaller, each 65.00
Bend Test #9 Bar or Smaller, each 65.00
Tensile Test #10 Bar or Greater, each 300.00
Tensile Test #14 Bar, each 330.00
Rebar Coupler Tensile Test 160.00
Tensile Test, Welded #9 Bar or Smaller, each 160.00
Tensile Test, Welded #10 Bar or Greater, each 300.00
Tensile Test, Welded #14 Bar, each 330.00
Tensile Test, Mechanically Spliced, #9 Bar or Smaller, each 210.00
Tensile Test, Mechanically Spliced, #10 Bar or Greater, each 350.00

HIGH STRENGTH BOLT, NUT, AND WASHER TESTING

Wedge Tensile Test, A490 Bolts
- Under 100,000 lbs., each 130.00
- Over 100,000 lbs., each 140.00

Wedge Tensile Test, A325 Bolts
- Under 100,000 lbs., each 160.00

Tensile Test, Anchor Bolts, tested with displacement transducers, each 300.00
Nut Hardness, Proof & Cone Proof Load Test, each 65.00
Washer Hardness, each 55.00
A325 or A490, Bolt Hardness Only, each 55.00
Bolt A325 or A490 Wedge Tensile
- Under 100,000 lbs. & Hardness, each 240.00
- Over 100,000 lbs. & Hardness, each 280.00

Bolt, Nut & Washer, all tests per set with bolts
- Under 100,000 lbs. 400.00
- Over 100,000 lbs. 500.00

See *Schedule of Fees – Geotechnical Laboratory Testing* for soil testing. Hourly rates are available upon request. Field Laboratory rates are available upon request. Listed unit rates are based upon the assumption that samples will be delivered to our laboratory at no cost to Converse.

CONVERSE CONSULTANTS
General Conditions –

Right of Entry

Client warrants to Converse that it has full legal right to authorize Converse's entry upon the real property where Converse's services are to be performed ("Site" herein) and upon all property, if any, required for ingress and egress to the Site.

Client authorizes Converse to enter upon the Site and such adjoining property as is necessary to allow Converse to perform its services.

Converse will take reasonable precautions to minimize any damage to the Site; however, Client acknowledges that during the normal course of the performance of Converse's services, some damage to the Site may occur. The correction of any damage to the Site (surface or subterranean) shall be the obligation of the Client.

Information Supplied by Client

Client warrants the accuracy of any information supplied by it to Converse, acknowledges that Converse will not verify the accuracy of such information, and agrees that Converse is entitled to rely upon any such information.

Client shall immediately notify Converse in writing of any data, information or knowledge in the possession of or known to Client relating to conditions existing at the Site and shall provide Converse with the location, size and depth of any and all underground tanks, piping or structures existing upon the Site.

Client shall defend, indemnify and save harmless Converse, its officers, agents and employees from and against any and all claims, costs, suits and damages, including attorneys' fees, arising out of errors, omissions and inaccuracies in documents and information provided to Converse by Client.

Ownership of Data and Documents; Samples

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Converse shall remain the sole property of Converse.

Client shall have the right to the use of all data, recommendations, proposals, reports, design criteria and similar information provided to it by Converse ("information" herein); provided, however, that the information shall not be used or relied upon by any party other than Client, save and except as may be required by the design and licensing requirements of the project for which the information is provided; further, such use shall be limited to the particular site and project for which the information is provided. To the extent Client utilizes Converse's information by providing or making the same available to any third party (a) Client agrees to give written notice to any such third party that it may not utilize or rely on any aspect of Converse's information and (b) Client agrees to defend, indemnify and hold Converse harmless against any and all claims, demands, costs, losses, damages and expenses, including attorneys fees, that may be asserted against or sought from Converse by any such third party.

Client's right to the use of the information is expressly conditioned upon Client's prompt payment to Converse of all sums due under the Client/Converse agreement. In the event of Client's nonpayment or partial payment of said amounts, Client agrees that it shall not use any of the information for any purpose whatsoever and shall return the same to Converse within 2 business days upon demand.

Converse will retain all samples of soil, rock or other materials obtained in the course of performing its services for a period of thirty (30) days. Thereafter, further storage or transfer of samples to Client may be made at Client's expense upon written request from Client to Converse received by Converse prior to the expiration of the 30-day period.

Converse shall retain permanent records relating to the Converse services for a period of five (5) years following submittal of Converse's report, during which period the records will be made available to Client upon reasonable notice given by Client and upon payment to Converse of an amount sufficient to reimburse Converse for its necessary and reasonable expenses in making said records available.

Standard of Care and Professional Responsibility

Client acknowledges that the services to be performed by Converse involve the use of tests, calculations, analyses and procedures which are in a constant state of development, improvement and refinement and that, as such, improvements, changes in methods, and modifications of procedures have been made in the past, are now being made, and are expected to continue to be made in the future.

Further, Client recognizes that, while necessary for investigations, commonly used exploration methods, such as drilling borings or excavating trenches, involve an inherent risk. For example, exploration on a site containing contaminated materials may result in inducing cross-contamination, the prevention of which may not be complete using presently recognized sealing methods.

Client recognizes that the state of practice, including but not limited to the practice relating to contamination or hazardous waste conditions, is changing and evolving and that standards existing at the present time may subsequently change as knowledge increases and the state of the practice continues to improve.

Client recognizes that projects containing contaminated materials may not perform as anticipated by Client, even though Converse's services are performed in accordance with the level of care and skill required of it. Further, certain governmental regulations relating to hazardous waste sites may purport to require achievement of results which cannot be accomplished in an absolute sense. It is recognized that a satisfactorily designed, constructed and maintained monitoring system may assist in the early detection of environmental changes allowing for early correction of problems. Unless it is specifically included in the scope of services to be performed by Converse, Client understands that Converse shall not perform such monitoring.

The services to be provided by Converse pursuant to the agreement to which these General Conditions are a part shall be provided in accordance with generally accepted professional engineering, environmental, and geologic practice in the area where these services are to be rendered and at the time that services are rendered. Client acknowledges that the present standard in the engineering and environmental professions does not include, and Converse does not extend to Client, a guarantee of perfection of the work contemplated hereby; further, that even in the exercise of normal and reasonable care, errors or omissions may from time to time occur. Except as expressly set forth in these General Conditions, no other warranty, express or implied, is extended by Converse.

Converse shall have no duty to supervise, coordinate or otherwise be involved in the performance of services or work by any third-party consultant, contractor or subcontractor.

Where Converse's services involve field observation of grading, filling and compaction (or any of them), it is agreed:

a. That Converse shall in no way be responsible for the manner in which such work is performed by any third party.

b. That in the event Converse is to provide periodic observation, Client acknowledges that Converse cannot be responsible for any work performed at a time or times when Converse was not performing its observation services. Converse will not provide an opinion concerning the performance of any third party, save and except to the extent that said work was in fact observed and tested by Converse during the course of construction.

c. That where Converse's services include continuous observation, Client agrees not to allow grading, filling or compaction to be performed at any time or times when Converse is not physically present upon the Site and shall restrict the amount and extent of such grading, filling and compaction to that which can be properly observed by Converse personnel present on the Site.

d. That in the event Converse is to conduct test borings for Client, Client acknowledges that the accuracy of said test borings relates only to the specific location in which the boring itself was performed and that the nature of many sites is such that differing subsurface soil characteristics can be experienced within a small distance. As such, Client acknowledges that greater accuracy is obtained when the number of test borings is increased.

Technical Limitations

Client acknowledges and agrees that: (1) it is unreasonable to expect Converse to be able to completely evaluate subsurface conditions, even after the most comprehensive exploratory program; (2) site conditions change frequently due to the passage of time, human activities, and climatic conditions and uncertainties are therefore inherent in the nature of Converse's services and impossible to avoid; (3) the identification of geotechnical and environmental conditions and the prediction of future or concealed conditions is an inexact scientific endeavor; (4) the state of the art of geotechnical and environmental practice is such that Converse cannot guarantee that its recommendations will prove adequate on this project and the Client assumes the risk of any such failure, except as otherwise provided in these General Conditions and that (5) these General Conditions contains specific LIMITATIONS OF LIABILITY.

Indemnity of Client and Limitation of Liability

Converse shall indemnify Client, its officers, directors, agents or employees from any claim, demand or liability arising from personal injury or property loss or damage caused by the sole negligence or willful misconduct of Converse.

Anything to the contrary in the agreement to which these General Conditions are attached or in these General Conditions notwithstanding, Converse's liability shall be limited to the lesser of the fees charged to Client by Converse for the services performed for Client, or the sum of fifty thousand dollars. Client may, at its option, increase the maximum amount for which Converse shall be liable by payment of an additional fee. For the maximum liability sum of one hundred thousand dollars, the additional amount to be paid shall be four percent of the total Converse fee charged hereunder; for the maximum liability sum of one million dollars, the additional amount to be paid shall be five percent of the total Converse fees charged hereunder Client acknowledges and agrees that its recovery, if any, shall be satisfied, in the first instance, from the proceeds of Converse's insurance, and to the extent of any deficiency in the available insurance proceeds, then and only then, by Converse.

Client acknowledges that Converse has agreed to charge Client a reduced fee for services in exchange for the above limitation of liability and that said reduction in fees is consideration for said limitation.

Client shall defend and save harmless Converse, its officers, directors, agents and employees from all liability, claims and demands, including expenses of suit and reasonable attorneys' fees arising from personal injuries, including disease and death, property loss or damage, injury to others (including personnel of Client, Converse or

subcontractors performing work hereunder), and air or ground pollution or environmental impairment arising out of or in any manner connected with or related to the performance of Converse's services, except where there is a judicial determination that such injury, loss or damage shall have been caused by the sole negligence or willful misconduct of Converse. Client acknowledges that Converse has charged Client a reduced fee for services to be performed by it in exchange for this hold harmless and that the reduction in fees is consideration for said hold harmless provision.

Converse will not be liable for consequential damages of any kind, nature or description.

Hazardous Waste, Pollution and Health Hazard Projects ("Hazardous Projects" Herein)

Prior to the commencement of services by Converse on any hazardous project, Client agrees to advise Converse in writing of any known hazardous waste or materials existing on or near the Site or if any of said services are to be performed in an area where dust, fumes, gas, noise, vibrations or other particulate or nonparticulate matter is in the atmosphere where it raises a potential or possible health hazard or nuisance to anyone working within the area.

Anything in these General Conditions notwithstanding, Client shall indemnify and hold Converse, its officers, directors, agents, servants and employees, harmless from any claim, demand or action brought by any party whomsoever, including employees of Converse which claim, demand or action is based upon injury or damage caused or alleged to have been caused by hazardous wastes or hazardous materials whether or not such waste or materials were known to exist prior to the commencement of services.

Client agrees to be responsible for the removal and disposal of any hazardous waste uncovered as a result of the site investigation, including drill cuttings, unless specifically included within the scope of work

It is agreed that the discovery of unanticipated hazardous materials constitutes a changed condition mandating an immediate renegotiation of the scope of services or termination of services. Converse will at all times endeavor to perform in a faithful and trustworthy manner. Client understands that Client or Converse may be required by local and/or state and/or federal statute to report the discovery of hazardous materials to a government agency. Client also understands that Converse may be required by local and/or state and/or federal statute to report the discovery of hazardous materials to a government agency, and that Converse, when practical, will do so only after notifying Client. In the event Converse discovers hazardous material that we believe poses an immediate threat to public health and safety, Converse will use its best judgment to notify appropriate emergency personnel for immediate containment. Client agrees to take no action of any kind against Converse when Converse makes a good-faith effort to fulfill its obligations.

Client's Responsibilities

Client shall immediately provide Converse with full information in writing as to Client's requirements for the services to be provided by Converse and shall designate in writing within five (5) days of the effective date of the agreement to which these General Conditions are a part, a representative to act on Client's behalf in conjunction with the services to be provided hereunder. Client shall promptly review all documents, reports, data and recommendations submitted by Converse and shall communicate with Converse concerning such reviews for the purpose of avoiding delay in the performance of the services to be rendered by Converse.

Client shall notify any third party who may perform on the Site of the standard of care being undertaken by Converse pursuant hereto and of the limitations of liability contained herein. Client shall require as a condition to the performance of any such third party a like indemnity and limitation of liability on their part against Converse.

Confidentiality

Converse shall hold all information provided to it by Client and the results of the work performed by it confidential and shall not disclose the same to any third party except where required by Governmental regulatory agencies or as otherwise required by law.

Disputes

Converse shall have the right to bring a legal action in a state or federal court against Client for any sums due or alleged to be due to it or for services rendered. Except for this right, Converse and Client agree that as an express condition to the right of either party to bring a legal action against the other, they shall first submit any dispute to mediation by a neutral person acceptable to both parties.

Each party shall bear its own attorneys' fees, costs and other expenses, except that each party shall be responsible and pay for one-half of the costs and expenses of the mediator.
In the event that legal action is required, the prevailing party shall be entitled to recover all of its costs incurred in connection therewith including, without limitation, staff time, court costs, attorneys' fees, consultant and expert witness fees and any other related expenses. In this regard, in order to make the prevailing party whole, the parties acknowledge and agree that the prevailing party shall be entitled to recover all of its costs incurred in connection with the legal action and shall not be limited to “reasonable attorneys fees” as defined in any statute or rule of court.

The obligations, responsibilities, warranties and liabilities of the parties shall be solely those expressly set forth herein. Remedies and limitations of liability shall apply regardless of whether an action is brought in contract, or is based on either party’s negligence, or another theory of law. All of the rights, remedies, obligations, terms, conditions and limitations of liability stated herein shall extend collectively to and be binding upon the parties’ partners, joint ventures, licensors, successors, assigns, insurers, and affiliates. Client and Converse agree that any legal action with respect to the services to be performed under these General Conditions shall be brought against the parties, and not against individual officers, employees or former employees of the parties. All legal actions by either party against the other for breach of these General Conditions or for the failure to perform in accordance with the applicable standard of care, however framed, that are essentially based upon such breach or failure shall be barred two (2) years from the time claimant knew or should have known of its right to make a claim, but, in any event, not later than four (4) years from substantial completion of Converse’s services.

Jobsite Safety

Converse shall be responsible for its activity and that of its employees on the Site. This shall not be construed to relieve the Client, its general contractor or any subcontractor of their obligation to maintain a safe jobsite.

Neither the professional activities nor the presence of Converse or its employees and subcontractors shall be understood to control the operations of others, nor shall it be construed to be an acceptance of the responsibility for jobsite safety.

Converse will not direct, supervise or lay out the work of the Client, contractor, or any subcontractors. Converse's services will not include a review or evaluation of the adequacy of the contractor's safety measures on or near the Site.

Schedules

Unless otherwise specified in the agreement, Converse shall be obligated to perform within a reasonable period of time. Converse shall not be responsible for delays in the completion of its services created by reason of any unforeseeable cause or causes beyond the control and/or without the fault or negligence of Converse, including but not restricted to acts of God or the public enemy, acts of the Government of the United States or of the several states, or any foreign country, or any of them acting in their sovereign capacity, acts of other contractors with Client, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

Should completion of any portion of the services to be rendered by Converse be delayed beyond the estimated date of completion for any reason which is beyond the control of or without default or negligence of Converse, then and in that event Client and Converse shall mutually agree on the terms and conditions upon which the services may be continued or terminated.

Invoices

Converse shall submit monthly progress invoices to Client, and a final bill shall be submitted upon completion of the services. Within thirty (30) days after receipt of an invoice, Client shall pay the full amount of the invoice. If Client objects to all or any portion of any invoice, it shall so notify Converse of the same within fifteen (15) days from the date of receipt of said invoice and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion of the invoice.

If Client fails to make payment within thirty (30) days after receipt of an invoice, then Client shall pay an additional monthly service charge of one and one-half percent (1½ %) on all such amounts outstanding. The additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. In the event Client fails to pay any undisputed amount to Converse when due, Converse may immediately cease work until said payment together with a service charge at the rate of 1½ % per month, as specified above, from the due date has been received. Further, Converse may, at its sole option and discretion, refuse to perform any further work irrespective of payment from Client.

In the event that all or any portion of the 1½ % service charge provided for herein is deemed to be an interest charge, then and in that event said interest charge shall be limited to the maximum amount legally allowed by law.

Client acknowledges Converse’s fee schedules are revised annually and agrees that the fee schedule in effect at the time the services are performed shall apply to such services.

Insurance

Converse represents that it now carries, and will continue to carry during the term of the contract to which these General Conditions are a part, Workers Compensation insurance and that, if requested, Converse shall provide to Client certificates as evidence of the aforementioned insurance.

Assignments

Client shall not assign this contract or any portion thereof to any other person or entity without the express written consent of Converse. Nothing contained in this contract or any part thereof shall be construed to create a right in any third party whomsoever, and nothing herein shall inure to the benefit of any third party.

Severability

If any provision of these General Conditions is finally determined to be contrary to, prohibited by, or invalid under applicable laws or regulations, such provision will be renegotiated so as to give effect to the intent of the parties to the maximum possible extent. Such determination and renegotiation shall not affect of invalidate the remaining provisions or these General Conditions.

Governing Law

These General Conditions shall be governed by and construed under the laws of the State of California.

CITY OF FOUNTAIN VALLEY
CITY COUNCIL
COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: June 2, 2026

SUBJECT: Approval of the FY 2026/27 Statement of Investment Policy

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Three-Year Strategic Goals

- ☐ Cultivate a welcoming culture and safe environment that makes our community "A Nice Place to Live."
- ☐ Ensure long-term fiscal stability by evaluating processes, and attract and retain revenue producing businesses/opportunities.
- ☐ Attract and retain quality staff through best practices and trends.
- ☐ Maintain, build, plan for, and modernize infrastructure to support the growth and future needs of the City.
- ☒ Not applicable

EXECUTIVE SUMMARY

The Investment Policy provides the guidelines for prudent investment of the City's idle or reserve cash and outlines the policies essential to ensuring the safety and financial strength of the City's investment portfolio. Pursuant to its own terms, the City's Investment Policy is reviewed on an annual basis for submission and approval by the City Council. Upon review by the City Treasurer and the City's investment advisors, Chandler Asset Management, updates have been incorporated into the document. Attached for your consideration is the investment policy for the fiscal year 2026/27.

DISCUSSION

The City has employed the use of a third-party investment manager, Chandler Asset Management, since 2015. Chandler Asset Management has been in business since 1988 providing investment management services primarily to public agencies, currently with $35 billion in assets under management. Chandler functions as the City's investment advisor and provides investment advice to the City, actively manages the City's pooled investment portfolio, and monitors the portfolio for on-going compliance, regulatory developments, investment strategy review, and performance evaluation. Chandler Asset Management currently partners with the following agencies in Orange County:

City of Brea	City of Newport Beach	City of Westminster
City of Buena Park	City of Orange	
City of Costa Mesa	City of San Clemente	County of Orange
City of Fountain Valley	City of San Juan Capistrano	Orange County Transportation Authority (OCTA)
City of La Habra	City of Stanton	Transportation Corridor Agencies
City of Mission Viejo	City of Tustin	

The City's Investment Policy guides the investment of over $100 million in pooled cash and investments. The California Government Code sets specific rules for how public agencies can invest their idle cash and limits the types of investment vehicles public agencies can utilize. The City's Investment Policy further limits investment choices to a smaller subset of what is allowed by the Government Code. The City's overriding objectives of the investment program are to preserve principal, provide sufficient liquidity, and manage investment risks, while seeking a market-rate of return. Although the generation of revenues through interest earnings on investments is an appropriate City goal, the primary consideration in the investment of City funds is capital preservation in the overall portfolio. As such, the City's yield objective is to achieve a reasonable rate of return on City investments rather than the maximum generation of income, which could expose the City to unacceptable levels of risk.

On June 17, 2025, the City Council approved the FY 2025/26 Statement of Investment Policy, which follows best practices recommended by the California Debt and Investment Advisory Commission (CDIAC), California Municipal Treasurers Association (CMTA), and the Government Finance Officers Association (GFOA), with stated objectives of the policy as safety, liquidity, and return. It also affirmed the market benchmark, the Intercontinental Exchange (ICE) Bank of America Merrill Lynch (BAML) 1-5 Year U.S. Treasury/ Agency Index, which remains the same for FY 2025/26.

Consistent with best practices, the Investment Policy (Attachment 1) is reviewed each year and presented to the City Council for adoption. The recommended changes are included in the policy as redline edits, with comments for each change providing further clarification:

- Senate Bill 595
  - Extends sunset provisions for Commercial Paper and Zero-Interest US Government Securities to 2031
    - Existing law had a provision sunsetting on January 1, 2026, of no more than forty percent (40%) of the portfolio may be invested in commercial paper if the Agency's assets under management are greater than $100,000,000.
    - Existing law had a provision sunsetting on January 1, 2026, that permitted securities backed by the U.S. Government that could result in a zero or negative interest accrual to be held to maturity.
    - This bill extended both provisions to 1/1/2031.
  - Extends maximum maturity for Commercial Paper from 270 to 397 days

- Existing law authorizes investment in prime quality commercial paper issued by entities meeting certain criteria, if the eligible commercial paper has a maximum maturity of 270 days or less.
- This bill revised the maximum maturity periods for the investments in prime quality commercial paper to 397 days.

FISCAL REVIEW

Consistent with State law, the City's primary objective is to invest in a manner that safeguards principal and maintains liquidity, with the secondary objective of achieving a market rate of return. Investment performance is evaluated by comparing the City's pooled investment portfolio's total rate of return with a market benchmark that closely aligns with the City's investment policy constraints in terms of duration, security types, and credit quality. As reflected in the table below, the City's "total rate of return" has performed better than the selected benchmark, the Intercontinental Exchange (ICE) Bank of America Merrill Lynch (BAML) 1-5 Year U.S. Treasury/Agency Index.

Total Rate of Return
(as of April 30, 2026)

	1 Year	5 Year	Since Inception (2015)
City of Fountain Valley	3.47%	1.90%	1.94%
ICE BAML 1-5 Year U.S. Treasury/ Agency Index	3.01%	1.49%	1.62%

The City's investment advisors, Chandler Asset Management, will present an update of the City's investment portfolio at the June 2 City Council meeting. Attachment 2 provides an update of the City's portfolio as of April 30, 2026.

FISCAL REVIEW

There is no fiscal impact related to this item.

PUBLIC NOTIFICATION

Not applicable.

ENVIRONMENTAL IMPACT REVIEW

Not applicable.

ATTORNEY REVIEW

The Attorney(s) for the City have reviewed the attached Statement of Investment Policy.

ALTERNATIVES

Alternative No. 1: Approve the FY 2026/27 Statement of Investment Policy as presented.

Alternative No. 2: Do not approve as presented and provide direction to staff.

RECOMMENDATION

Staff is requesting City Council approval of Alternative No. 1 to approve the FY 2026/27 Statement of Investment Policy as presented.

Prepared by: Robin Harnish, Finance Manager

Reviewed by: Ryan Smith, Finance Director/City Treasurer

Reviewed by: Colin Burns, Attorney for the City

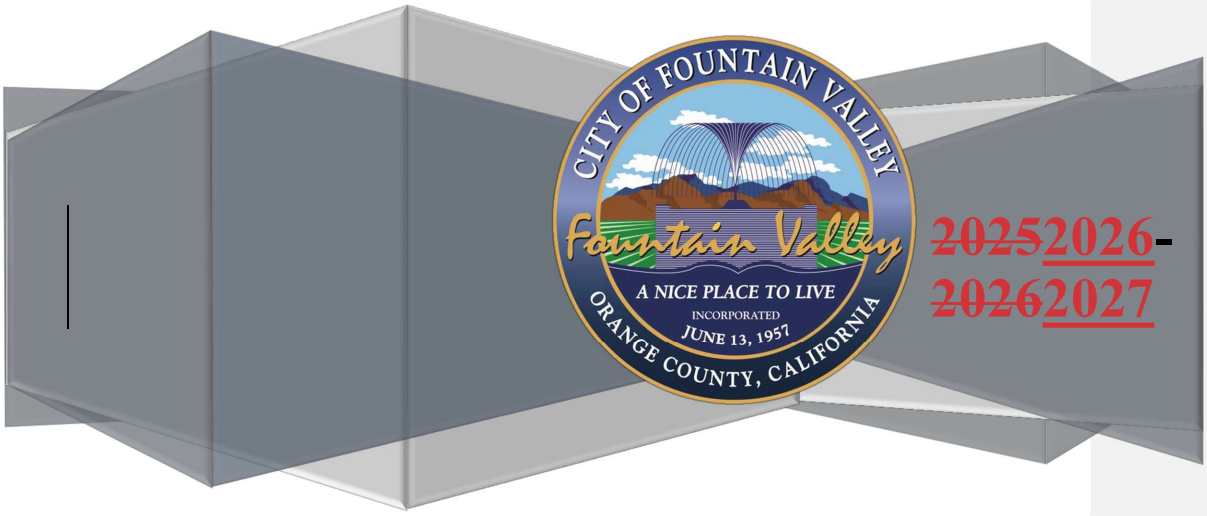
Approved by: Maggie Le, City Manager

Attachments:

1. FY 2025/26 Statement of Investment Policy (Redline)
2. Chandler Asset Management – Portfolio Update

City of Fountain Valley

STATEMENT OF INVESTMENT POLICY



~~2025~~2026-~~2026~~2027

CITY OF FOUNTAIN VALLEY

INVESTMENT POLICY

CONTENTS

I. INTRODUCTION 1
II. SCOPE 1
III. PRUDENCE 2
IV. OBJECTIVES 2
V. DELEGATION OF AUTHORITY 3
VI. ETHICS AND CONFLICTS OF INTEREST 3
VII. INTERNAL CONTROLS 4
VIII. AUTHORIZED FINANCIAL INSTITUTIONS, DEPOSITORIES, AND BROKER/DEALERS 4
IX. AUTHORIZED INVESTMENTS 5
X. PROHIBITED INVESTMENT VEHICLES AND PRACTICES 10
XI. INVESTMENT POOLS/MUTUAL FUNDS 10
XII. COLLATERALIZATION 11
XIII. DELIVERY, SAFEKEEPING AND CUSTODY 11
XIV. MAXIMUM MATURITY 12
XV. RISK MANAGEMENT AND DIVERSIFICATION 12
XVI. REVIEW OF INVESTMENT PORTFOLIO 13
XVII. PERFORMANCE EVALUATION 13
XVIII. REPORTING 13
XIX. REVIEW OF INVESTMENT POLICY 14
GLOSSARY OF INVESTMENT TERMS 14

I. INTRODUCTION

The purpose of this investment policy is to identify various policies and procedures that will foster a prudent and systematic investment program designed to seek the City of Fountain Valley's objectives of safety, liquidity and return on investment through a diversified investment portfolio. This policy also serves to organize and formalize the City's investment-related activities, while complying with all applicable statutes governing the investment of public funds. This policy shall have four primary goals:

- To assure compliance with federal, state, and local laws governing the investment of public monies under the control of the City Treasurer.
- To provide sufficient liquidity to meet normal operating and unexpected expenditures.
- To protect the principal monies entrusted to the City.
- To generate the maximum amount of investment income within the parameters of prudent risk management as defined in this Investment Policy.

This policy is written to incorporate industry best practices and recommendations from sources such as the Government Finance Officers Association (GFOA), California Municipal Treasurers Association (CMTA), California Debt and Investment Advisory Commission (CDIAC) and the Association of Public Treasurers (APT).

II. SCOPE

This policy covers all funds and investment activities under the direct authority of the City, as set forth in the State Government Code, Sections 53600 *et seq*., with the following exceptions:

- Proceeds of debt, which are governed by the investment provisions of their specific bond indentures.
- Pension and Other Post-Employment Benefit (OPEB) Trust Funds, which are invested in accordance with the provisions of the Trust Agreements.
- Any other funds specifically exempted by the City Council.

POOLING OF FUNDS

Except for cash in certain restricted and special funds, the City will consolidate cash and reserve balances from all funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

III. PRUDENCE

Pursuant to California Government Code, Section 53600.3, all persons authorized to make investment decisions on behalf of the City are trustees and therefore fiduciaries subject to the *Prudent Investor Standard*:

> "…all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the Agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the Agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law."

The Treasurer and other authorized persons responsible for managing City funds acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes provided that the Treasurer or other authorized persons acted in good faith. Deviations from expectations of a security's credit or market risk should be reported to the governing body in a timely fashion and appropriate action should be taken to control adverse developments.

IV. OBJECTIVES

The City's overall investment program shall be designed and managed with a degree of professionalism worthy of the public trust. The overriding objectives of the program are to preserve principal, provide sufficient liquidity, and manage investment risks, while seeking a market-rate of return.

- **SAFETY.** Safety of principal is the foremost objective of the investment program. Investments will be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, the City will diversify its investments by investing funds among a variety of securities with independent returns.

- **LIQUIDITY.** The investment portfolio will remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.

- **RETURN ON INVESTMENTS.** The investment portfolio will be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints for safety and liquidity needs.

V. DELEGATION OF AUTHORITY

Authority to manage the City's investment program is derived from California Government Code, Sections 41006 and 53600 *et seq.*

The City Council is responsible for the management of the City's funds, including the administration of this investment policy. Management responsibility for the cash management of the City's funds is hereby delegated to the Treasurer.

The Treasurer will be responsible for all transactions undertaken and will establish a system of procedures and controls to regulate the activities of subordinate officials and employees. Such procedures will include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Treasurer.

The City may engage the services of one or more external investment advisers, who are registered under the Investment Advisers Act of 1940, to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. External investment advisers may be granted discretion to purchase and sell investment securities in accordance with this investment policy.

If the City Treasurer is unavailable, then the Finance Manager, Deputy City Manager, or the City Manager shall authorize the investment transactions, in writing, prior to execution.

The City's overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. The City recognizes that in a diversified portfolio, occasional measured losses may be inevitable and must be considered within the context of the overall portfolio's return and the cash flow requirements of the City.

VI. ETHICS AND CONFLICTS OF INTEREST

All participants in the investment process shall act as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. Thus employees and officials involved in the investment process shall refrain from personal business activity that could create a conflict of interest or the appearance of a conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

Employees and investment officials shall disclose to the City Manager any material interests in financial institutions with which they conduct business, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall not undertake any personal investment transactions with the same individual with whom business is conducted on behalf of the Agency.

VII. INTERNAL CONTROLS

The Treasurer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. Internal controls shall include but are not limited to: dual authorization of transactions, timely bank reconciliations and custodial safekeeping (investment securities are held by an independent financial institution and are recorded in the City's name). Annually, an independent auditing firm shall review internal controls in conjunction with the audit of the City's financial statements.

VIII. AUTHORIZED FINANCIAL INSTITUTIONS, DEPOSITORIES, AND BROKER/DEALERS

To the extent practicable, the Treasurer shall endeavor to complete investment transactions using a competitive bid process whenever possible. The City's Treasurer will determine which financial institutions are authorized to provide investment services to the City. It shall be the City's policy to purchase securities only from authorized institutions and firms.

The Treasurer shall maintain procedures for establishing a list of authorized broker/dealers and financial institutions which are approved for investment purposes that are selected through a process of due diligence as determined by the City. Due inquiry shall determine whether such authorized broker/dealers, and the individuals covering the City are reputable and trustworthy, knowledgeable and experienced in Public Agency investing and able to meet all of their financial obligations. These institutions may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15c3-1 (uniform net capital rule).

In accordance with Section 53601.5, institutions eligible to transact investment business with the City include:

- Institutions licensed by the state as a broker-dealer, as defined in Section 25004 of the Corporations Code, with proof of FINRA certification.
- Primary government dealers as designated by the Federal Reserve Bank and non-primary government dealers.
- Nationally or state-chartered banks.
- Savings association or federal association (as defined in Section 5102 of the Financial Code).
- The Federal Reserve Bank.
- Direct issuers of securities eligible for purchase.

Selection of financial institutions and broker/dealers authorized to engage in transactions will be at the sole discretion of the City, except where the City utilizes an external investment adviser in which case the Agency may rely on the adviser for selection.

All financial institutions which desire to become qualified bidders for investment transactions (and which are not dealing only with the investment adviser) must supply the Treasurer with audited financials and a statement certifying that the institution has

reviewed the California Government Code, Section 53600 *et seq*. and the City's investment policy. The Treasurer will conduct an annual review of the financial condition and registrations of such qualified bidders.

Public deposits will be made only in qualified public depositories as established by State law. Deposits will be insured by the Federal Deposit Insurance Corporation, or, to the extent the amount exceeds the insured maximum, will be collateralized in accordance with State law.

Selection of broker/dealers used by an external investment adviser retained by the City will be at the sole discretion of the adviser. Where possible, transactions with broker/dealers shall be selected on a competitive basis and their bid or offering prices shall be recorded. If there is no other readily available competitive offering, best efforts will be made to document quotations for comparable or alternative securities. When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities at the same original issue price.

IX. AUTHORIZED INVESTMENTS

The City's investments are governed by California Government Code, Sections 53600 *et seq*. Within the investments permitted by the Code, the City seeks to further restrict eligible investments to the guidelines listed below. In the event a discrepancy is found between this policy and the Code, the more restrictive parameters will take precedence. Percentage holding limits and minimum credit requirements listed in this section apply at the time the security is purchased.

Any investment currently held at the time the policy is adopted which does not meet the new policy guidelines can be held until maturity, and shall be exempt from the current policy. At the time of the investment's maturity or liquidation, such funds shall be reinvested only as provided in the current policy.

An appropriate risk level shall be maintained by primarily purchasing securities that are of high quality, liquid, and marketable. The portfolio shall be diversified by security type and issuer to avoid incurring unreasonable and avoidable risks regarding specific security types or individual issuers.

1. **MUNICIPAL SECURITIES** include obligations of the City, the State of California and any local agency within the State of California, provided that:

    - The securities are rated in a rating category of "A" or its equivalent or better by at least one nationally recognized statistical rating organization ("NRSRO").
    - No more than 5% of the total portfolio may be invested in any single issuer.
    - No more than 30% of the total portfolio may be in Municipal Securities.
    - The maximum maturity does not exceed five (5) years.

2. **MUNICIPAL SECURITIES (REGISTERED TREASURY NOTES OR BONDS)** of any of the other 49 states in addition to California, including bonds payable solely out of the

revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.

- The securities are rated in a rating category of "A" or its equivalent or better by at least one nationally recognized statistical rating organization ("NRSRO").
- No more than 5% of the total portfolio may be invested in any single issuer.
- No more than 30% of the total portfolio may be in Municipal Securities.
- The maximum maturity does not exceed five (5) years.

3. **U.S. TREASURIES** and other government obligations for which the full faith and credit of the United States are pledged for the payment of principal and interest. There are no limits on the dollar amount or percentage that the City may invest in U.S. Treasuries, provided that:

   - The maximum maturity does not exceed five (5) years.

4. **FEDERAL AGENCIES** or United States Government-Sponsored Enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. There are no limits on the dollar amount or percentage that the City may invest in Federal Agency or Government-Sponsored Enterprises (GSEs), provided that:

   - No more than 25% of the total portfolio may be invested in any single Agency/GSE issuer.
   - The maximum maturity does not exceed five (5) years.
   - The maximum percent of agency callable securities in the total portfolio will be 20%.

5. **BANKER'S ACCEPTANCES,** provided that**:**

   - They are issued by institutions which have short-term debt obligations rated "A-1" or its equivalent or better by at least one NRSRO; or long-term debt obligations which are rated in a rating category of "A" or its equivalent or better by at least one NRSRO.
   - No more than 40% of the total portfolio may be invested in Banker's Acceptances.
   - No more than 5% of the total portfolio may be invested in any single issuer.
   - The maximum maturity does not exceed 180 days.

6. **COMMERCIAL PAPER**, provided that:

   - The issuer is a corporation organized and operating in the United States with assets in excess of $500 million.
   - The securities are rated "A-1" or its equivalent or better by at least one NRSRO.
   - They are issued by corporations which have long-term obligations rated in a rating category of "A" or its equivalent or better by at least one NRSRO.

- City may purchase no more than 10% of the outstanding commercial paper of any single issuer.
- No more than 25% of the total portfolio may be invested in Commercial Paper. Under a provision sunsetting on January 1, 203126, no more than 40% of the portfolio may be invested in Commercial Paper if the Agency's investment assets under management are greater than $100,000,000.
- No more than 5% of the total portfolio may be invested in any single issuer.
- The maximum maturity does not exceed 397270 days.

Commented [SH1]: Edited for update to CA Code by SB 595 extending maturity from 270 days to 397 days and extending the sunset provision to 2031.

7. **NEGOTIABLE CERTIFICATES OF DEPOSIT (NCDS)**, issued by a nationally or state-chartered bank, a savings association or a federal association, a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank, provided that:

   - The amount of the NCD insured up to the FDIC limit does not require any credit ratings.
   - Any amount above the FDIC insured limit must be issued by institutions which have short-term debt obligations rated "A-1" or its equivalent or better by at least one NRSRO; or long-term obligations rated in a rating category of "A" or its equivalent or better by at least one NRSRO.
   - No more than 30% of the total portfolio may be invested in NCDs (combined with CDARS).
   - No more than 5% of the total portfolio may be invested in any single issuer.
   - The maximum maturity does not exceed five (5) years.

8. **FEDERALLY INSURED TIME DEPOSITS** (Non-Negotiable Certificates of Deposit) in state or federally chartered banks, savings and loans, or credit unions, provided that:

   - The amount per institution is limited to the maximum covered under federal insurance.
   - No more than 20% of the total portfolio will be invested in a combination of federally insured and collateralized time deposits.
   - The maximum maturity does not exceed five (5) years.

9. **COLLATERALIZED TIME DEPOSITS** (Non-Negotiable Certificates of Deposit) in state or federally chartered banks, savings and loans, or credit unions in excess of insured amounts which are fully collateralized with securities in accordance with California law, provided that:

   - No more than 20% of the total portfolio will be invested in a combination of federally insured and collateralized time deposits.
   - The maximum maturity does not exceed five (5) years.

10. **PLACEMENT SERVICE DEPOSITS**, provided that:

    - No more than 30% of the total portfolio may be invested in a combination of qualifying placement service deposits, including CDARS.

- The full amount of each deposit along with accrued interest must at all times be insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA).
- Under a provision sunsetting on January 1, 2031, no more than 50% of the total portfolio may be invested in deposits through a placement service, including Certificates of Deposit, if the Agency is a city, district or local agency that does not pool money with other local agencies.
- The maximum maturity does not exceed five (5) years.

11. COLLATERALIZED BANK DEPOSITS. City's deposits with financial institutions will be collateralized with pledged securities per California Government Code, Section 53651. There are no limits on the dollar amount or percentage that the City may invest in collateralized bank deposits, provided that:

- The maximum maturity does not exceed five (5) years.

12. REPURCHASE AGREEMENTS collateralized with securities authorized under California Government Code, maintained at a level of at least 102% of the market value of the Repurchase Agreement. There are no limits on the dollar amount or percentage that the City may invest, provided that:

- Securities used as collateral for Repurchase Agreements will be delivered to an acceptable third party custodian.
- Repurchase Agreements are subject to a Master Repurchase Agreement between the City and the provider of the repurchase agreement. The Master Repurchase Agreement will be substantially in the form developed by the Securities Industry and Financial Markets Association (SIFMA).
- The maximum maturity does not exceed one (1) year.

13. STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND (LAIF), provided that:

- The City may invest up to the maximum amount permitted by LAIF.
- LAIF's investments in instruments prohibited by or not specified in the City's policy do not exclude the investment in LAIF itself from the City's list of allowable investments, provided LAIF's reports allow the Treasurer to adequately judge the risk inherent in LAIF's portfolio.

14. CORPORATE MEDIUM TERM NOTES (MTNS), provided that:

- The issuer is a corporation organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.
- The securities are rated in a rating category of "A" or its equivalent or better by at least one NRSRO.
- No more than 30% of the total portfolio may be invested in MTNs.
- No more than 5% of the total portfolio may be invested in any single issuer.

- The maximum maturity does not exceed five (5) years.

15. **ASSET-BACKED, MORTGAGE-BACKED, MORTGAGE PASS-THROUGH SECURITIES, AND COLLATERALIZED MORTGAGE OBLIGATIONS FROM ISSUERS NOT DEFINED IN SECTIONS 3 AND 4 OF THE AUTHORIZED INVESTMENTS SECTION OF THIS POLICY**, provided that:

    - The securities are rated in a rating category of "AA" or its equivalent or better by a NRSRO.
    - No more than 20% of the total portfolio may be invested in these securities.
    - No more than 5% of the total portfolio may be invested in any single Asset-Backed or Commercial Mortgage security issuer.
    - The maximum legal final maturity does not exceed five (5) years.

16. **MUTUAL FUNDS AND MONEY MARKET MUTUAL FUNDS** that are registered with the Securities and Exchange Commission under the Investment Company Act of 1940, provided that:

    a. **MUTUAL FUNDS** that invest in the securities and obligations as authorized under California Government Code, Section 53601 (a) to (k) and (m) to (q) inclusive and that meet either of the following criteria:

        (i) Attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or
        (ii) Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations authorized by California Government Code, Section 53601 and with assets under management in excess of $500 million.

        - No more than 10% of the total portfolio may be invested in shares of any one mutual fund.

    b. **MONEY MARKET MUTUAL FUNDS** registered with the Securities and Exchange Commission under the Investment Company Act of 1940 and issued by diversified management companies and meet either of the following criteria:

        (i) Have attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or
        (ii) Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of $500 million.

        - No more than 20% of the total portfolio may be invested in the shares of any one Money Market Mutual Fund.

    c. No more than 20% of the total portfolio may be invested in these securities.

17. SUPRANATIONALS, provided that:

- Issues are US dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank.
- The securities are rated in a rating category of "AA" or its equivalent or better by a NRSRO.
- No more than 30% of the total portfolio may be invested in these securities.
- No more than 10% of the total portfolio may be invested in any single issuer.
- The maximum maturity does not exceed five (5) years.

X. PROHIBITED INVESTMENT VEHICLES AND PRACTICES

- State law notwithstanding, any investments not specifically described herein are prohibited, including, but not limited to futures and options.
- In accordance with Government Code, Section 53601.6, investment in inverse floaters, range notes, or mortgage derived interest-only strips is prohibited.
- Investment in any security that could result in a zero interest accrual if held to maturity is prohibited. Under a provision sunsetting on January 1, 203126, securities backed by the U.S. Government that could result in a zero- or negative-interest accrual if held to maturity are permitted.
- Trading securities for the sole purpose of speculating on the future direction of interest rates is prohibited.
- Purchasing or selling securities on margin is prohibited.
- The use of reverse repurchase agreements, securities lending or any other form of borrowing or leverage is prohibited.
- The purchase of foreign currency denominated securities is prohibited.
- The purchase of a security with a forward settlement date exceeding 45 days from the time of the investment is prohibited.

Commented [SH2]: Also an edit based upon SB 595 which is effective 1/1/2026.

XI. INVESTMENT POOLS/MUTUAL FUNDS

The City shall conduct a thorough investigation of any pool or mutual fund prior to making an investment, and on a continual basis thereafter. The Treasurer shall develop a questionnaire which will answer the following general questions:

- A description of eligible investment securities, and a written statement of investment policy and objectives.
- A description of interest calculations and how it is distributed, and how gains and losses are treated.
- A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.

- A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.
- A schedule for receiving statements and portfolio listings.
- A statement of how/if reserves and retained earnings are utilized by the pool/fund?
- A fee schedule, and when and how is it assessed.
- Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

XII. COLLATERALIZATION

CERTIFICATES OF DEPOSIT (CDS). The City shall require any commercial bank or savings and loan association to deposit eligible securities with an agency of a depository approved by the State Banking Department to secure any uninsured portion of a Non-Negotiable Certificate of Deposit. The value of eligible securities as defined pursuant to California Government Code, Section 53651, pledged against a Certificate of Deposit shall be equal to 150% of the face value of the CD if the securities are classified as mortgages and 110% of the face value of the CD for all other classes of security.

COLLATERALIZATION OF BANK DEPOSITS. This is the process by which a bank or financial institution pledges securities, or other deposits for the purpose of securing repayment of deposited funds. The City shall require any bank or financial institution to comply with the collateralization criteria defined in California Government Code, Section 53651.

REPURCHASE AGREEMENTS. The City requires that Repurchase Agreements be collateralized only by securities authorized in accordance with California Government Code:

- The securities which collateralize the repurchase agreement shall be priced at Market Value, including any Accrued Interest plus a margin. The Market Value of the securities that underlie a repurchase agreement shall be valued at 102% or greater of the funds borrowed against those securities.
- Financial institutions shall mark the value of the collateral to market at least monthly and increase or decrease the collateral to satisfy the ratio requirement described above.
- The City shall receive monthly statements of collateral.

XIII. DELIVERY, SAFEKEEPING AND CUSTODY

DELIVERY-VERSUS-PAYMENT (DVP). All investment transactions shall be conducted on a delivery-versus-payment basis.

SAFEKEEPING AND CUSTODY. To protect against potential losses due to failure of individual securities dealers, and to enhance access to securities, interest payments and maturity proceeds, all cash and securities in the City's portfolio shall be held in safekeeping in the City's name by a third party custodian, acting as agent for the City under the terms of a custody agreement executed by the bank and the City. All investment transactions will

require a safekeeping receipt or acknowledgment generated from the trade. A monthly report will be received by the City from the custodian listing all securities held in safekeeping with current market data and other information.

The only exceptions to the foregoing shall be depository accounts and securities purchases made with: (i) local government investment pools; (ii) time certificates of deposit, and, (iii) money mutual funds, since the purchased securities are not deliverable.

XIV. MAXIMUM MATURITY

To the extent possible, investments shall be matched with anticipated cash flow requirements and known future liabilities.

The City will not invest in securities maturing more than five (5) years from the date of trade settlement, unless the City Council has by resolution granted authority to make such an investment.

XV. RISK MANAGEMENT AND DIVERSIFICATION

MITIGATING CREDIT RISK IN THE PORTFOLIO

Credit risk is the risk that a security or a portfolio will lose some or all its value due to a real or perceived change in the ability of the issuer to repay its debt. The City will mitigate credit risk by adopting the following strategies:

- The diversification requirements included in the "Authorized Investments" section of this policy are designed to mitigate credit risk in the portfolio.
- No more than 5% of the total portfolio may be deposited with or invested in securities issued by any single issuer unless otherwise specified in this policy.
- The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to manage the quality, liquidity or yield of the portfolio in response to market conditions or City's risk preferences.
- If the credit ratings of any security owned by the City are downgraded to a level below the quality required by this investment policy, it will be the City's policy to review the credit situation and make a determination as to whether to sell or retain such securities in the portfolio.
    - If a security is downgraded, the Treasurer will use discretion in determining whether to sell or hold the security based on its current maturity, the economic outlook for the issuer, and other relevant factors.
    - If a decision is made to retain a downgraded security in the portfolio, its presence in the portfolio will be monitored and reported monthly to the City Council.

MITIGATING MARKET RISK IN THE PORTFOLIO

Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of interest rates. The City recognizes that, over time, longer-term portfolios have the potential to achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The City will mitigate market risk by providing adequate liquidity for short-term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes.

The City further recognizes that certain types of securities, including variable rate securities, securities with principal paydowns prior to maturity, and securities with embedded options, will affect the market risk profile of the portfolio differently in different interest rate environments. The City, therefore, adopts the following strategies to control and mitigate its exposure to market risk:

- The City will maintain a minimum of six months of budgeted operating expenditures in short term investments to provide sufficient liquidity for expected disbursements.
- The maximum stated final maturity of individual securities in the portfolio will be five (5) years, except as otherwise stated in this policy.
- The duration of the portfolio will generally be approximately equal to the duration (typically, plus or minus 20%) of a Market Benchmark, an index selected by the City based on the City's investment objectives, constraints and risk tolerances.

XVI. REVIEW OF INVESTMENT PORTFOLIO

The Treasurer shall periodically, but no less than quarterly, review the portfolio to identify investments that do not comply with this investment policy and establish protocols for reporting major and critical incidences of noncompliance to the City Council.

XVII. PERFORMANCE EVALUATION

The investment portfolio shall be designed to attain a market-average rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints, the cash flow characteristics of the portfolio, and state and local laws, ordinances or resolutions that restrict investments.

The Treasurer shall monitor and evaluate the portfolio's performance relative to the chosen market benchmark(s), which will be included in the Treasurer's quarterly report. The Treasurer shall select an appropriate, readily available index to use as a market benchmark. The market benchmark for 2020-2021 will be the Intercontinental Exchange (ICE) Bank of America Merrill Lynch (BAML) 1-5 Year U.S. Treasury/Agency Index.

XVIII. REPORTING

MONTHLY REPORTS

Monthly transaction reports will be made available to the public and the City Council, which can be obtained from the City's website at www.fountainvalley.org/1249/Investment-Reports.

QUARTERLY REPORTS

The Treasurer will prepare a quarterly investment report, within 45 days after the end of the quarter, which provides full disclosure of the City's investment activities. These reports will disclose, at a minimum, the following information about the City's portfolio:

1. An asset listing showing par value, cost and market value of each security, type of investment, issuer, maturity date and interest rate.

2. Transactions for the period.

3. A one-page summary report that shows:
   a. Average maturity of the portfolio and modified duration of the portfolio;
   b. Maturity distribution of the portfolio;
   c. Percentage of the portfolio represented by each investment category; and,
   d. Time-weighted total rate of return for the portfolio for the prior one month, three months, twelve months and since inception compared to the City's market benchmark returns for the same periods;

4. A statement of compliance with investment policy, including a schedule of any transactions or holdings which do not comply with this policy or with the California Government Code, including a justification for their presence in the portfolio and a timetable for resolution.

5. A statement that the City has adequate funds to meet its cash flow requirements for the next six months.

XIX. REVIEW OF INVESTMENT POLICY

The investment policy will be reviewed and adopted at least annually, to ensure its consistency with the overall objectives of preservation of principal, liquidity and return, and its relevance to current law and financial and economic trends.

Any recommended modifications or amendments shall be presented by Staff to the City Council for their consideration and adoption.

GLOSSARY OF INVESTMENT TERMS

AGENCIES. Shorthand market terminology for any obligation issued by *a government-sponsored entity (GSE),* or a *federally related institution*. Most obligations of GSEs are not guaranteed by the full faith and credit of the US government. Examples are:

FFCB. The Federal Farm Credit Bank System provides credit and liquidity in the agricultural industry. FFCB issues discount notes and bonds.

FHLB. The Federal Home Loan Bank provides credit and liquidity in the housing market. FHLB issues discount notes and bonds.

FHLMC. Like FHLB, the Federal Home Loan Mortgage Corporation provides credit and liquidity in the housing market. FHLMC, also called "FreddieMac" issues discount notes, bonds and mortgage pass-through securities.

FNMA. Like FHLB and FreddieMac, the Federal National Mortgage Association was established to provide credit and liquidity in the housing market. FNMA, also known as "FannieMae," issues discount notes, bonds and mortgage pass-through securities.

GNMA. The Government National Mortgage Association, known as "GinnieMae," issues mortgage pass-through securities, which are guaranteed by the full faith and credit of the US Government.

PEFCO. The Private Export Funding Corporation assists exporters. Obligations of PEFCO are not guaranteed by the full faith and credit of the US government.

TVA. The Tennessee Valley Authority provides flood control and power and promotes development in portions of the Tennessee, Ohio, and Mississippi River valleys. TVA currently issues discount notes and bonds.

ASSET BACKED SECURITIES. Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

AVERAGE LIFE. In mortgage-related investments, including CMOs, the average time to expected receipt of principal payments, weighted by the amount of principal expected.

BANKER'S ACCEPTANCE. A money market instrument created to facilitate international trade transactions. It is highly liquid and safe because the risk of the trade transaction is transferred to the bank which "accepts" the obligation to pay the investor.

BENCHMARK. A comparison security or portfolio. A performance benchmark is a partial market index, which reflects the mix of securities allowed under a specific investment policy.

BROKER. A broker brings buyers and sellers together for a transaction for which the broker receives a commission. A broker does not sell securities from his own position.

CALLABLE. A callable security gives the issuer the option to call it from the investor prior to its maturity. The main cause of a call is a decline in interest rates. If interest rates decline, the issuer will likely call its current securities and reissue them at a lower rate of interest.

CERTIFICATE OF DEPOSIT (CD). A time deposit with a specific maturity evidenced by a certificate.

COLLATERAL. Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Also, securities pledged by a financial institution to secure deposits of public monies.

COLLATERALIZED BANK DEPOSIT. A bank deposit that is collateralized at least 100% (principal plus interest to maturity). The deposit is collateralized using assets set aside by the issuer such as Treasury securities or other qualified collateral to secure the deposit in excess of the limit covered by the Federal Deposit Insurance Corporation.

COLLATERALIZED MORTGAGE OBLIGATIONS (CMO). Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.

COLLATERALIZED TIME DEPOSIT. Time deposits that are collateralized at least 100% (principal plus interest to maturity). These instruments are collateralized using assets set aside by the issuer such as Treasury securities or other qualified collateral to secure the deposit in excess of the limit covered by the Federal Deposit Insurance Corporation.

COMMERCIAL PAPER. The short-term unsecured debt of corporations.

COUPON. The rate of return at which interest is paid on a bond.

CREDIT RISK. The risk that principal and/or interest on an investment will not be paid in a timely manner due to changes in the condition of the issuer.

DEALER. A dealer acts as a principal in security transactions, selling securities from and buying securities for his own position.

DELIVERY VS. PAYMENT (DVP). A securities industry procedure whereby payment for a security must be made at the time the security is delivered to the purchaser's agent.

DISCOUNT. The difference between the par value of a bond and the cost of the bond, when the cost is below par. Some short-term securities, such as T-bills and banker's acceptances, are known as discount securities. They sell at a discount from par and return the par value to the investor at maturity without additional interest. Other securities, which have fixed coupons, trade at a discount when the coupon rate is lower than the current market rate for securities of that maturity and/or quality.

DIVERSIFICATION. Dividing investment funds among a variety of investments to avoid excessive exposure to any one source of risk.

DURATION. The weighted average time to maturity of a bond where the weights are the present values of the future cash flows. Duration measures the price sensitivity of a security to changes interest rates.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC). The Federal Deposit Insurance Corporation (FDIC) is an independent federal agency insuring deposits in U.S. banks and thrifts in the event of bank failures. The FDIC was created in 1933 to maintain public confidence and encourage stability in the financial system through the promotion of sound banking practices.

FEDERALLY INSURED TIME DEPOSIT. A time deposit is an interest-bearing bank deposit account that has a specified date of maturity, such as a certificate of deposit (CD). These deposits are limited to funds insured in accordance with FDIC insurance deposit limits.

FIDUCIARY. A person or organization that acts on behalf of another person(s) or organization that puts their clients' interest ahead of their own as they are bound both legally and ethically to act in the other's best interests of their clients.

LEVERAGE. Borrowing funds in order to invest in securities that have the potential to pay earnings at a rate higher than the cost of borrowing.

LIQUIDITY. The speed and ease with which an asset can be converted to cash.

LOCAL AGENCY INVESTMENT FUND (LAIF). A voluntary investment fund open to government entities and certain non-profit organizations in California that is managed by the State Treasurer's Office.

LOCAL GOVERNMENT INVESTMENT POOL. Investment pools that range from the State Treasurer's Office Local Agency Investment Fund (LAIF) to county pools, to Joint Powers Authorities (JPAs). These funds are not subject to the same SEC rules applicable to money market mutual funds.

MAKE WHOLE CALL. A type of call provision on a bond that allows the issuer to pay off the remaining debt early. Unlike a call option, with a make whole call provision, the issuer makes a lump sum payment that equals the net present value (NPV) of future coupon payments that will not be paid because of the call. With this type of call, an investor is compensated, or "made whole."

MARGIN. The difference between the market value of a security and the loan a broker makes using that security as collateral.

MARKET RISK. The risk that the value of securities will fluctuate with changes in overall market conditions or interest rates.

MARKET VALUE. The price at which a security can be traded.

MATURITY. The final date upon which the principal of a security becomes due and payable. The investment's term or remaining maturity is measured from the settlement date to final maturity.

MEDIUM TERM NOTES. Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts on either a continuous or an intermittent basis.

MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.

MODIFIED DURATION. The percent change in price for a 100-basis point change in yields. Modified duration is the best single measure of a portfolio's or security's exposure to market risk.

MONEY MARKET. The market in which short-term debt instruments (T-bills, discount notes, commercial paper, and banker's acceptances) are issued and traded.

MONEY MARKET MUTUAL FUND. A mutual fund that invests exclusively in short-term securities. Examples of investments in money market funds are certificates of deposit and U.S. Treasury securities. Money market funds attempt to keep their net asset values at $1 per share.

MORTGAGE PASS-THROUGH SECURITIES. A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

MUNICIPAL SECURITIES. Securities issued by state and local agencies to finance capital and operating expenses.

MUTUAL FUND. An entity which pools the funds of investors and invests those funds in a set of securities which is specifically defined in the fund's prospectus. Mutual funds can be invested in various types of domestic and/or international stocks, bonds, and money market instruments, as set forth in the individual fund's prospectus. For most large, institutional investors, the costs associated with investing in mutual funds are higher than the investor can obtain through an individually managed portfolio.

NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATION (NRSRO). A credit rating agency that the Securities and Exchange Commission in the United States uses for regulatory purposes. Credit rating agencies provide assessments of an investment's risk. The issuers of investments, especially debt securities, pay credit rating agencies to provide them with ratings. The three most prominent NRSROs are Fitch, S&P, and Moody's.

NEGOTIABLE CERTIFICATE OF DEPOSIT (CD). A short-term debt instrument that pays interest and is issued by a bank, savings or federal association, state or federal credit union, or state-licensed branch of a foreign bank. Negotiable CDs are traded in a secondary market and are payable upon order to the bearer or initial depositor (investor).

PAYDOWN. A reduction in the principal amount owed on a bond, loan, or other debt.

PLACEMENT SERVICE DEPOSITS. A private service that allows local agencies to invest in FDIC-insured deposits with one or more banks, savings and loans, and credit unions located in the United States. IntraFi (formerly known as CDARS) is an example of an entity that provides this service.

PRIMARY DEALER. A financial institution (1) that is a trading counterparty with the Federal Reserve in its execution of market operations to carry out U.S. monetary policy, and (2) that participates for statistical reporting purposes in compiling data on activity in the U.S. Government securities market.

PRUDENT PERSON (PRUDENT INVESTOR) RULE. A standard of responsibility which applies to fiduciaries. In California, the rule is stated as "Investments shall be managed with the care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims to accomplish similar purposes."

REPURCHASE AGREEMENT. Short-term purchases of securities with a simultaneous agreement to sell the securities back at a higher price. From the seller's point of view, the same transaction is a reverse repurchase agreement.

SAFEKEEPING. A service to bank customers whereby securities are held by the bank in the customer's name.

SECURITIES AND EXCHANGE COMMISSION (SEC). The U.S. Securities and Exchange Commission (SEC) is an independent federal government agency responsible for protecting investors,

maintaining fair and orderly functioning of securities markets and facilitating capital formation. It was created by Congress in 1934 as the first federal regulator of securities markets. The SEC promotes full public disclosure, protects investors against fraudulent and manipulative practices in the market, and monitors corporate takeover actions in the United States.

SECURITIES AND EXCHANGE COMMISSION SEC) RULE 15C3-1. An SEC rule setting capital requirements for brokers and dealers. Under Rule 15c3-1, a broker or dealer must have sufficient liquidity in order to cover the most pressing obligations. This is defined as having a certain amount of liquidity as a percentage of the broker/dealer's total obligations. If the percentage falls below a certain point, the broker or dealer may not be allowed to take on new clients and may have restrictions placed on dealings with current client.

STRUCTURED NOTE. Notes issued by Government Sponsored Enterprises (FHLB, FNMA, etc.) and Corporations, which have imbedded options (e.g., call features, step-up coupons, floating rate coupons, derivative-based returns) into their debt structure. Their market performance is impacted by the fluctuation of interest rates, the volatility of the imbedded options and shifts in the shape of the yield curve.

SUPRANATIONAL. A Supranational is a multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in the member countries.

TOTAL RATE OF RETURN. A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains, and losses in the portfolio.

U.S. TREASURY OBLIGATIONS. Securities issued by the U.S. Treasury and backed by the full faith and credit of the United States. Treasuries are considered to have no credit risk and are the benchmark for interest rates on all other securities in the US and overseas. The Treasury issues both discounted securities and fixed coupon notes and bonds.

TREASURY BILLS. All securities issued with initial maturities of one year or less are issued as discounted instruments and are called Treasury bills. The Treasury currently issues three- and six-month T-bills at regular weekly auctions. It also issues "cash management" bills as needed to smooth out cash flows.

TREASURY NOTES. All securities issued with initial maturities of two to ten years are called Treasury notes and pay interest semi-annually.

TREASURY BONDS. All securities issued with initial maturities greater than ten years are called Treasury bonds. Like Treasury notes, they pay interest semi-annually.

YIELD TO MATURITY. The annualized internal rate of return on an investment which equates the expected cash flows from the investment to its cost.

CHANDLER ASSET MANAGEMENT

MONTHLY ACCOUNT STATEMENT

City of Fountain Valley | Account #10295 | As of April 30, 2026

CHANDLER ASSET MANAGEMENT | chandlerasset.com

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact clientservice@chandlerasset.com

Custodian:

US Bank

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures at the end of the statement.

PORTFOLIO SUMMARY

City of Fountain Valley | Account #10295 | As of April 30, 2026

Portfolio Characteristics

Average Modified Duration	2.58
Average Coupon	3.80%
Average Purchase YTM	4.27%
Average Market YTM	4.08%
Average Credit Quality*	AA
Average Final Maturity	2.96
Average Life	2.83

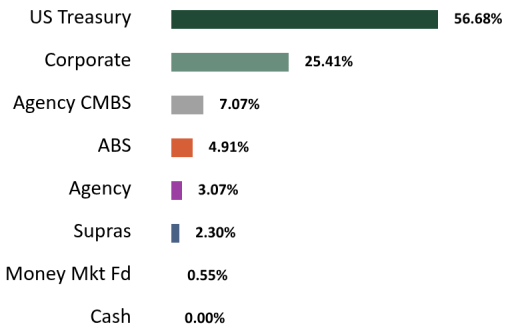
Account Summary

	End Values as of 03/31/2026	End Values as of 04/30/2026
Market Value	62,564,391.56	62,683,128.09
Accrued Interest	487,388.87	473,260.00
Total Market Value	**63,051,780.43**	**63,156,388.09**
Income Earned	247,888.56	199,849.41
Cont/WD	5,000,000.00	0.00
Par	62,993,631.28	63,201,918.24
Book Value	61,741,186.18	61,950,795.27
Cost Value	61,741,186.18	61,950,795.27

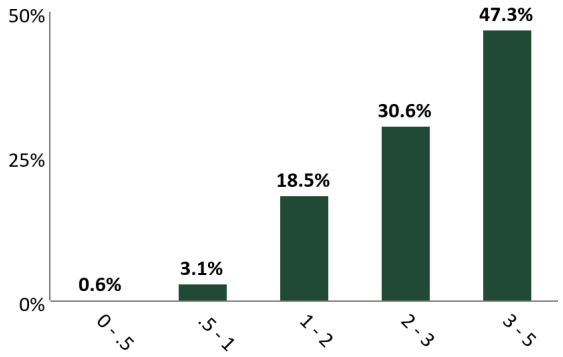
Top Issuers

United States	56.68%
Federal Home Loan Mortgage Corp	7.07%
Federal Home Loan Banks	2.17%
Toyota Motor Corporation	1.31%
U.S. Bancorp	1.31%
State Street Corporation	1.30%
Bank of America Corporation	1.26%
JPMorgan Chase & Co.	1.24%

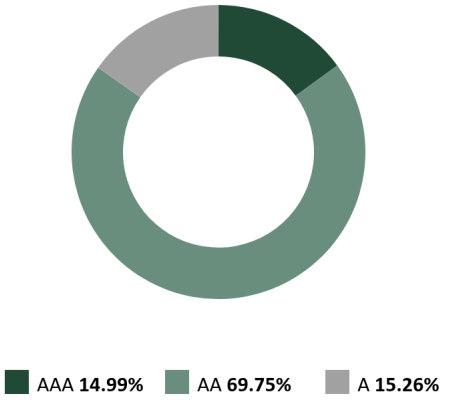
Sector Allocation



Maturity Distribution



Credit Quality*



Performance Review

Total Rate of Return**	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (05/01/15)
City of Fountain Valley	0.17%	0.24%	0.46%	3.47%	5.43%	4.33%	1.90%	2.02%	1.94%
Benchmark Return	0.15%	0.18%	0.34%	3.01%	5.15%	3.83%	1.49%	1.69%	1.62%

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

STATEMENT OF COMPLIANCE

City of Fountain Valley | Account #10295 | As of April 30, 2026

Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE SECURITIES				
Max % (MV)	100.0	7.1	Compliant	
Max % Issuer (MV)	25.0	7.1	Compliant	
Max Maturity (Years)	5.0	4.7	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV; Non Agency ABS & MBS)	20.0	4.9	Compliant	
Max % Issuer (MV)	5.0	1.0	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
BANKERS' ACCEPTANCES				
Max % (MV)	40.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	180	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CERTIFICATE OF DEPOSIT PLACEMENT SERVICE (CDARS)				
Max % (MV)	30.0	0.0	Compliant	
COLLATERALIZED BANK DEPOSITS				
Max Maturity (Years)	5.0	0.0	Compliant	
COLLATERALIZED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	270	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	30.0	25.4	Compliant	
Max % Issuer (MV)	5.0	1.3	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	

STATEMENT OF COMPLIANCE

City of Fountain Valley | Account #10295 | As of April 30, 2026

Rules Name	Limit	Actual	Compliance Status	Notes
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/ TD)				
Max % (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
FEDERAL AGENCIES				
Max % (MV)	100.0	3.1	Compliant	
Max % Issuer (MV)	25.0	2.2	Compliant	
Max Callables (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5	3	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max Concentration (MV)	75.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	20.0	0.6	Compliant	
Max % Issuer (MV)	20.0	0.6	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
MORTGAGE-BACKED SECURITIES (NON-AGENCY)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, LOCAL AGENCY)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, OTHER STATES)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUTUAL FUNDS				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	10.0	0.0	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	

STATEMENT OF COMPLIANCE

City of Fountain Valley | Account #10295 | As of April 30, 2026

Rules Name	Limit	Actual	Compliance Status	Notes
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1 if > FDIC Limit)	0.0	0.0	Compliant	
REPURCHASE AGREEMENTS				
Max Maturity (Years)	1.0	0.0	Compliant	
SUPRANATIONAL OBLIGATIONS				
Max % (MV)	30.0	2.3	Compliant	
Max % Issuer (MV)	10.0	1.1	Compliant	
Max Maturity (Years)	5	3	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	56.7	Compliant	
Max Maturity (Years)	5	4	Compliant	

RECONCILIATION SUMMARY

City of Fountain Valley | Account #10295 | As of April 30, 2026

Maturities / Calls

Month to Date	**(890,000.00)**
Fiscal Year to Date	**(5,480,000.00)**

Principal Paydowns

Month to Date	**(32,785.19)**
Fiscal Year to Date	**(512,439.16)**

Purchases

Month to Date	**2,552,743.78**
Fiscal Year to Date	**29,977,035.78**

Sales

Month to Date	**(1,420,372.80)**
Fiscal Year to Date	**(17,292,231.46)**

Interest Received

Month to Date	**220,724.16**
Fiscal Year to Date	**1,778,760.60**

Purchased / Sold Interest

Month to Date	**(6,745.88)**
Fiscal Year to Date	**(44,019.63)**

Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Book Value	61,741,186.18	55,210,857.27
Maturities/Calls	(890,000.00)	(5,480,000.00)
Principal Paydowns	(32,785.19)	(512,439.16)
Purchases	2,552,743.78	29,977,035.78
Sales	(1,420,372.80)	(17,292,231.46)
Change in Cash, Payables, Receivables	(4,060.23)	(230.05)
Amortization/Accretion	0.00	0.00
Realized Gain (Loss)	4,083.53	47,802.88
Ending Book Value	61,950,795.27	61,950,795.27

Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2025)
Beginning Market Value	62,564,391.56	56,115,615.27
Maturities/Calls	(890,000.00)	(5,480,000.00)
Principal Paydowns	(32,785.19)	(512,439.16)
Purchases	2,552,743.78	29,977,035.78
Sales	(1,420,372.80)	(17,292,231.46)
Change in Cash, Payables, Receivables	(4,060.23)	(230.05)
Amortization/Accretion	0.00	0.00
Change in Net Unrealized Gain (Loss)	(90,872.55)	(172,425.17)
Realized Gain (Loss)	4,083.53	47,802.88
Ending Market Value	62,683,128.09	62,683,128.09

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
ABS									
58768PAC8	MBART 2022-1 A3 5.21 08/16/2027	23,404.88	11/15/2022 5.21%	23,400.25 23,400.25	100.10 4.02%	23,429.38 54.20	0.04% 29.13	Aaa/AAA NA	1.30 0.08
05592XAD2	BMWOT 2023-A A3 5.47 02/25/2028	19,717.32	07/11/2023 5.47%	19,713.83 19,713.83	100.47 3.78%	19,810.57 17.98	0.03% 96.74	NA/AAA AAA	1.82 0.27
477920AC6	JDOT 2023-B A3 5.18 03/15/2028	49,113.11	06/21/2023 5.18%	49,104.91 49,104.91	100.47 4.27%	49,344.04 113.07	0.08% 239.12	Aaa/NA AAA	1.88 0.48
438123AC5	HAROT 2023-4 A3 5.67 06/21/2028	88,095.52	11/01/2023 5.74%	88,080.00 88,080.00	100.85 4.07%	88,842.74 138.75	0.14% 762.74	Aaa/NA AAA	2.14 0.49
161571HT4	CHAIT 2023-1 A 5.16 09/15/2028	460,000.00	09/07/2023 5.23%	459,872.49 459,872.49	100.45 3.98%	462,061.26 1,054.93	0.74% 2,188.77	NA/AAA AAA	2.38 0.36
05594HAD5	BMWLT 2025-2 A3 3.97 09/25/2028	295,000.00	10/08/2025 3.97%	294,999.17 294,999.17	99.88 4.11%	294,643.35 195.19	0.47% (355.83)	NA/AAA AAA	2.41 1.13
34535VAD6	FORDO 2024-D A3 4.61 08/15/2029	325,000.00	11/19/2024 4.61%	324,989.57 324,989.57	100.60 3.99%	326,948.70 665.89	0.52% 1,959.13	Aaa/NA AAA	3.29 0.90
47800DAD6	JDOT 2025 A3 4.23 09/17/2029	265,000.00	03/04/2025 4.23%	264,983.33 264,983.33	100.20 4.14%	265,523.91 498.20	0.42% 540.58	Aaa/NA AAA	3.38 1.56
44935CAD3	HART 2025-A A3 4.32 10/15/2029	335,000.00	03/04/2025 4.32%	334,950.59 334,950.59	100.31 4.07%	336,054.58 643.20	0.54% 1,103.99	NA/AAA AAA	3.46 1.10
58770YAD3	MBALT 2026-A A3 3.93 01/15/2030	160,000.00	01/13/2026 3.94%	159,968.27 159,968.27	99.34 4.32%	158,945.12 279.47	0.25% (1,023.15)	Aaa/NA AAA	3.71 1.87
34532BAG6	FORDO 2025-B A3 3.91 04/15/2030	275,000.00	09/23/2025 3.91%	274,970.33 274,970.33	99.56 4.23%	273,792.20 477.89	0.44% (1,178.13)	Aaa/NA AAA	3.96 1.51
89231GAD0	TAOT 2025-D A3 3.84 06/17/2030	355,000.00	10/15/2025 3.84%	354,959.18 354,959.18	99.47 4.21%	353,112.47 605.87	0.56% (1,846.72)	NA/AAA AAA	4.13 1.58
47787DAD3	JDOT 2026 A3 3.87 08/15/2030	195,000.00	03/10/2026 3.87%	194,965.45 194,965.45	99.00 4.36%	193,042.20 335.40	0.31% (1,923.25)	Aaa/NA AAA	4.29 2.21
89240QAD7	TAOT 2026-B A3 4.13 12/16/2030	230,000.00	04/14/2026 4.14%	229,951.49 229,951.49	99.84 4.24%	229,632.23 263.86	0.37% (319.26)	Aaa/AAA NA	4.63 2.25
Total ABS		**3,075,330.82**	**4.36%**	**3,074,908.86 3,074,908.86**	**100.00 4.13%**	**3,075,182.73 5,343.89**	**4.91% 273.87**		**3.36 1.26**
AGENCY									
3130AWMN7	FEDERAL HOME LOAN BANKS 4.375 06/09/2028	550,000.00	07/26/2023 4.27%	552,475.00 552,475.00	100.88 3.93%	554,866.40 9,491.32	0.89% 2,391.40	Aa1/AA+ AA+	2.11 1.96

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
3130AWTR1	FEDERAL HOME LOAN BANKS 4.375 09/08/2028	800,000.00	-- 4.71%	788,265.00 788,265.00	100.85 3.99%	806,770.40 5,152.78	1.29% 18,505.40	Aa1/AA+ AA+	2.36 2.20
3133ERDH1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 04/30/2029	550,000.00	05/21/2024 4.47%	556,715.50 556,715.50	102.30 3.93%	562,673.10 72.57	0.90% 5,957.60	Aa1/AA+ AA+	3.00 2.78
Total Agency		**1,900,000.00**	**4.51%**	**1,897,455.50 1,897,455.50**	**101.28 3.96%**	**1,924,309.90 14,716.67**	**3.07% 26,854.40**		**2.47 2.30**
AGENCY CMBS									
3137FG6X8	FHMS K-077 A2 3.85 05/25/2028	840,000.00	05/24/2023 4.65%	824,578.13 824,578.13	99.24 4.15%	833,614.32 2,695.00	1.33% 9,036.19	Aa1/AA+ AAA	2.07 1.87
3137FKUP9	FHMS K-087 A2 3.771 12/25/2028	628,550.54	12/15/2025 3.76%	627,249.25 627,249.25	98.88 4.17%	621,535.29 1,975.22	0.99% (5,713.96)	Aa1/AAA AA+	2.65 2.36
3137FRUT6	FHMS K-106 A2 2.069 01/25/2030	600,000.00	07/14/2025 4.19%	546,867.19 546,867.19	92.62 4.22%	555,741.00 1,034.50	0.89% 8,873.81	Aa1/AA+ AAA	3.74 3.49
3137F83Q4	FHMS K-121 A2 1.547 10/25/2030	650,000.00	01/07/2026 3.93%	581,927.73 581,927.73	89.01 4.27%	578,567.60 837.96	0.92% (3,360.13)	Aa1/AA+ AAA	4.49 4.22
3137F8ZV8	FHMS K-123 A2 1.621 12/25/2030	650,000.00	02/10/2026 3.86%	584,771.49 584,771.49	89.11 4.27%	579,215.65 878.04	0.92% (5,555.84)	Aa1/AA+ AAA	4.65 4.29
3137F9Z79	FHMS K-125 A2 1.846 01/25/2031	750,000.00	01/23/2026 4.05%	674,589.84 674,589.84	89.75 4.28%	673,119.00 1,153.75	1.07% (1,470.84)	Aa1/AA+ AAA	4.74 4.38
3137FXZ35	FHMS K-127 A2 2.108 01/25/2031	650,000.00	02/03/2026 4.06%	592,109.38 592,109.38	90.79 4.28%	590,149.95 1,141.83	0.94% (1,959.43)	Aa1/AA+ AAA	4.74 4.37
Total Agency CMBS		**4,768,550.54**	**4.10%**	**4,432,093.01 4,432,093.01**	**93.13 4.23%**	**4,431,942.81 9,716.30**	**7.07% (150.20)**		**3.78 3.48**
CASH									
CCYUSD	Receivable	1,083.66	--	1,083.66 1,083.66	1.00	1,083.66 0.00	0.00% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		**1,083.66**		**1,083.66 1,083.66**	**1.00**	**1,083.66 0.00**	**0.00% 0.00**		**0.00 0.00**
CORPORATE									
084664CZ2	BERKSHIRE HATHAWAY FINANCE CORP 2.3 03/15/2027	400,000.00	03/07/2022 2.30%	399,924.00 399,924.00	98.55 4.01%	394,192.40 1,175.56	0.63% (5,731.60)	Aa2/AA A+	0.87 0.85
023135CF1	AMAZON.COM INC 3.3 04/13/2027	300,000.00	04/25/2022 3.34%	299,481.00 299,481.00	99.44 3.91%	298,307.70 495.00	0.48% (1,173.30)	A1/AA AA-	0.95 0.92

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
74340XBN0	PROLOGIS LP 2.125 04/15/2027	550,000.00	11/09/2022 5.16%	484,709.50 484,709.50	98.27 3.99%	540,480.05 519.44	0.86% 55,770.55	A2/A NA	0.96 0.93
61772BAB9	MORGAN STANLEY 1.593 05/04/2027	550,000.00	-- 4.99%	491,295.70 491,295.70	99.98 4.48%	549,866.35 4,307.74	0.88% 58,570.65	A1/A- A+	1.01 0.01
927804GH1	VIRGINIA ELECTRIC AND POWER CO 3.75 05/15/2027	115,000.00	05/16/2022 3.82%	114,641.20 114,641.20	99.62 4.13%	114,561.39 1,988.54	0.18% (79.81)	A3/BBB+ A	1.04 0.99
14913R3A3	CATERPILLAR FINANCIAL SERVICES CORP 3.6 08/12/2027	330,000.00	08/22/2022 3.81%	326,841.90 326,841.90	99.54 3.97%	328,472.43 2,607.00	0.52% 1,630.53	A1/A A+	1.28 1.23
931142EX7	WALMART INC 3.95 09/09/2027	250,000.00	-- 3.98%	249,702.50 249,702.50	100.02 3.93%	250,043.75 1,426.39	0.40% 341.25	Aa2/AA AA	1.36 1.30
89115A2M3	TORONTO-DOMINION BANK 5.156 01/10/2028	550,000.00	06/28/2023 5.27%	547,470.00 547,470.00	101.24 4.39%	556,804.05 8,743.72	0.89% 9,334.05	A2/A- AA-	1.70 1.58
756109AU8	REALTY INCOME CORP 3.65 01/15/2028	525,000.00	05/17/2023 4.84%	499,275.00 499,275.00	98.86 4.35%	519,013.43 5,642.29	0.83% 19,738.43	A3/A- NA	1.71 1.62
06051GGF0	BANK OF AMERICA CORP 3.824 01/20/2028	400,000.00	04/10/2023 5.53%	382,596.00 382,596.00	99.61 5.04%	398,456.80 4,291.38	0.64% 15,860.80	A1/A- AA-	1.73 0.69
06406RAB3	BANK OF NEW YORK MELLON CORP 3.442 02/07/2028	700,000.00	10/12/2023 6.04%	650,293.00 650,293.00	99.42 4.66%	695,915.50 5,621.93	1.11% 45,622.50	Aa3/A AA-	1.77 0.74
79466LAF1	SALESFORCE INC 3.7 04/11/2028	700,000.00	10/05/2023 5.20%	658,350.00 658,350.00	98.83 4.33%	691,819.80 1,438.89	1.10% 33,469.80	A2/A+ NA	1.95 1.85
74456QBU9	PUBLIC SERVICE ELECTRIC AND GAS CO 3.7 05/01/2028	450,000.00	09/06/2023 5.10%	424,255.50 424,255.50	99.02 4.22%	445,584.60 8,325.00	0.71% 21,329.10	A1/A NA	2.00 1.91
037833ET3	APPLE INC 4.0 05/10/2028	95,000.00	05/08/2023 4.04%	94,816.65 94,816.65	100.05 3.97%	95,052.06 1,805.00	0.15% 235.41	Aaa/AA+ NA	2.03 1.89
023135BY1	AMAZON.COM INC 1.65 05/12/2028	450,000.00	10/12/2023 5.14%	386,653.50 386,653.50	95.28 4.09%	428,778.90 3,485.63	0.68% 42,125.40	A1/AA AA-	2.03 1.95
02665WEM9	AMERICAN HONDA FINANCE CORP 5.125 07/07/2028	500,000.00	08/17/2023 5.33%	495,595.00 495,595.00	101.19 4.54%	505,952.50 8,114.58	0.81% 10,357.50	A3/BBB+ A-	2.19 2.02
24422EXB0	JOHN DEERE CAPITAL CORP 4.95 07/14/2028	650,000.00	10/12/2023 5.29%	640,913.00 640,913.00	101.69 4.13%	661,014.25 9,563.13	1.05% 20,101.25	A1/A A+	2.21 2.04
46647PDG8	JPMORGAN CHASE & CO 4.851 07/25/2028	550,000.00	08/04/2023 5.68%	541,799.50 541,799.50	100.55 4.93%	553,000.25 7,114.80	0.88% 11,200.75	A1/A AA-	2.24 1.17
78016HZS2	ROYAL BANK OF CANADA 5.2 08/01/2028	500,000.00	09/07/2023 5.53%	493,010.00 493,010.00	101.86 4.32%	509,285.50 6,500.00	0.81% 16,275.50	A1/A AA-	2.25 2.08
89236TLB9	TOYOTA MOTOR CREDIT CORP 5.25 09/11/2028	800,000.00	10/12/2023 5.45%	792,984.00 792,984.00	102.30 4.21%	818,388.00 5,833.33	1.31% 25,404.00	A1/A+ A+	2.37 2.19

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
69371RS80	PACCAR FINANCIAL CORP 4.6 01/31/2029	675,000.00	01/24/2024 4.64%	673,899.75 673,899.75	101.20 4.13%	683,118.90 7,848.75	1.09% 9,219.15	A1/A+ NA	2.76 2.53
14913UAJ9	CATERPILLAR FINANCIAL SERVICES CORP 4.85 02/27/2029	300,000.00	07/26/2024 4.56%	303,522.00 303,522.00	101.70 4.20%	305,097.90 2,586.67	0.49% 1,575.90	A1/A A+	2.83 2.60
61747YFD2	MORGAN STANLEY 5.164 04/20/2029	200,000.00	08/26/2024 4.53%	204,174.00 204,174.00	101.14 4.78%	202,274.00 315.58	0.32% (1,900.00)	A1/A- A+	2.97 1.85
91159HJM3	US BANCORP 5.775 06/12/2029	550,000.00	06/20/2024 5.26%	559,955.00 559,955.00	102.62 4.83%	564,423.20 12,263.85	0.90% 4,468.20	A3/A A	3.12 1.94
437076DC3	HOME DEPOT INC 4.75 06/25/2029	235,000.00	06/17/2024 4.90%	233,484.25 233,484.25	101.55 4.22%	238,638.74 3,906.88	0.38% 5,154.49	A2/A A	3.15 2.79
06051GHM4	BANK OF AMERICA CORP 4.271 07/23/2029	200,000.00	08/22/2024 4.61%	197,582.00 197,582.00	99.53 4.72%	199,053.20 2,325.32	0.32% 1,471.20	A1/A- AA-	3.23 2.08
46647PAX4	JPMORGAN CHASE & CO 4.452 12/05/2029	225,000.00	12/09/2024 4.72%	222,830.99 222,830.99	99.80 4.73%	224,550.45 4,062.45	0.36% 1,719.46	A1/A AA-	3.60 2.38
63743HFX5	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.95 02/07/2030	670,000.00	-- 4.88%	671,754.90 671,754.90	101.74 4.44%	681,690.83 7,738.50	1.09% 9,935.93	A2/NA A	3.77 3.30
571748CA8	MARSH & MCLENNAN COMPANIES INC 4.65 03/15/2030	650,000.00	03/18/2025 4.72%	647,907.00 647,907.00	100.50 4.51%	653,276.00 3,862.08	1.04% 5,369.00	A3/A- A-	3.87 3.42
857477DB6	STATE STREET CORP 4.834 04/24/2030	800,000.00	-- 4.57%	808,358.50 808,358.50	101.49 4.42%	811,908.00 751.96	1.30% 3,549.50	Aa3/A AA-	3.98 3.52
06051GHV4	BANK OF AMERICA CORP 3.194 07/23/2030	200,000.00	08/25/2025 4.61%	191,676.00 191,676.00	95.91 4.70%	191,826.40 1,738.96	0.31% 150.40	A1/A- AA-	4.23 2.99
828807DZ7	SIMON PROPERTY GROUP LP 4.375 10/01/2030	575,000.00	12/08/2025 4.27%	577,507.00 577,507.00	99.34 4.54%	571,232.03 2,096.35	0.91% (6,274.98)	A3/A NA	4.42 3.96
756109AX2	REALTY INCOME CORP 3.25 01/15/2031	250,000.00	03/23/2026 4.64%	235,145.00 235,145.00	94.12 4.65%	235,303.00 2,392.36	0.38% 158.00	A3/A- NA	4.71 4.25
09247XAR2	BLACKROCK FINANCE INC 1.9 01/28/2031	850,000.00	03/26/2026 4.51%	754,681.00 754,681.00	89.20 4.45%	758,211.05 4,172.08	1.21% 3,530.05	Aa3/AA- NA	4.75 4.42
91159HJT8	US BANCORP 5.046 02/12/2031	250,000.00	03/26/2026 4.73%	252,780.00 252,780.00	101.51 4.63%	253,770.50 2,768.29	0.40% 990.50	A3/A A	4.79 3.38
Total Corporate		**15,995,000.00**	**4.88%**	**15,509,864.34** **15,509,864.34**	**99.68** **4.39%**	**15,929,363.90** **147,829.42**	**25.41%** **419,499.56**		**2.60** **2.17**

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
MONEY MARKET FUND									
31846V203	FIRST AMER:GVT OBLG Y	346,953.22	-- 3.27%	346,953.22 346,953.22	1.00 3.27%	346,953.22 0.00	0.55% 0.00	Aaa/ AAAm AAA	0.00 0.00
Total Money Market Fund		**346,953.22**	**3.27%**	**346,953.22** **346,953.22**	**1.00** **3.27%**	**346,953.22** **0.00**	**0.55%** **0.00**		**0.00** **0.00**
SUPRANATIONAL									
45950KDD9	INTERNATIONAL FINANCE CORP 4.5 07/13/2028	240,000.00	07/06/2023 4.53%	239,733.60 239,733.60	101.20 3.92%	242,879.52 3,240.00	0.39% 3,145.92	Aaa/AAA NA	2.20 2.05
4581X0EN4	INTER-AMERICAN DEVELOPMENT BANK 4.125 02/15/2029	700,000.00	02/15/2024 4.31%	694,246.00 694,246.00	100.49 3.94%	703,415.30 6,095.83	1.12% 9,169.30	Aaa/AAA NA	2.80 2.59
459058LN1	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.875 10/16/2029	500,000.00	12/17/2024 4.36%	489,585.00 489,585.00	99.69 3.97%	498,435.50 805.00	0.80% 8,850.50	Aaa/AAA NA	3.46 3.20
Total Supranational		**1,440,000.00**	**4.36%**	**1,423,564.60** **1,423,564.60**	**100.33** **3.95%**	**1,444,730.32** **10,140.83**	**2.30%** **21,165.72**		**2.93** **2.71**
US TREASURY									
91282CDG3	UNITED STATES TREASURY 1.125 10/31/2026	700,000.00	-- 1.26%	695,378.91 695,378.91	98.71 3.76%	690,990.30 21.40	1.10% (4,388.61)	Aa1/AA+ AA+	0.50 0.49
91282CEW7	UNITED STATES TREASURY 3.25 06/30/2027	650,000.00	07/12/2022 3.00%	657,566.41 657,566.41	99.36 3.81%	645,836.10 7,061.12	1.03% (11,730.31)	Aa1/AA+ AA+	1.17 1.12
91282CFH9	UNITED STATES TREASURY 3.125 08/31/2027	750,000.00	-- 3.53%	742,482.42 742,482.42	99.06 3.85%	742,939.50 3,948.71	1.19% 457.08	Aa1/AA+ AA+	1.34 1.28
91282CFM8	UNITED STATES TREASURY 4.125 09/30/2027	600,000.00	10/28/2022 4.20%	598,125.00 598,125.00	100.35 3.87%	602,086.20 2,096.31	0.96% 3,961.20	Aa1/AA+ AA+	1.42 1.36
91282CFU0	UNITED STATES TREASURY 4.125 10/31/2027	1,050,000.00	-- 3.75%	1,067,035.16 1,067,035.16	100.35 3.88%	1,053,691.80 117.70	1.68% (13,343.36)	Aa1/AA+ AA+	1.50 1.44
91282CLX7	UNITED STATES TREASURY 4.125 11/15/2027	875,000.00	-- 3.77%	881,713.86 881,713.86	100.36 3.88%	878,144.75 16,650.98	1.40% (3,569.11)	Aa1/AA+ AA+	1.54 1.45
91282CGC9	UNITED STATES TREASURY 3.875 12/31/2027	525,000.00	01/26/2023 3.62%	531,029.30 531,029.30	99.98 3.89%	524,877.15 6,799.98	0.84% (6,152.15)	Aa1/AA+ AA+	1.67 1.58

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CGH8	UNITED STATES TREASURY 3.5 01/31/2028	700,000.00	12/11/2023 4.37%	677,113.28 677,113.28	99.35 3.89%	695,433.90 6,091.16	1.11% 18,320.62	Aa1/AA+ AA+	1.76 1.67
9128283W8	UNITED STATES TREASURY 2.75 02/15/2028	600,000.00	03/08/2023 4.37%	557,320.31 557,320.31	98.04 3.89%	588,258.00 3,418.51	0.94% 30,937.69	Aa1/AA+ AA+	1.80 1.72
91282CGT2	UNITED STATES TREASURY 3.625 03/31/2028	850,000.00	-- 3.63%	849,814.46 849,814.46	99.51 3.89%	845,816.30 2,609.80	1.35% (3,998.16)	Aa1/AA+ AA+	1.92 1.83
91282CHA2	UNITED STATES TREASURY 3.5 04/30/2028	800,000.00	05/19/2023 3.72%	792,281.25 792,281.25	99.25 3.90%	793,968.80 76.09	1.27% 1,687.55	Aa1/AA+ AA+	2.00 1.91
91282CHE4	UNITED STATES TREASURY 3.625 05/31/2028	875,000.00	-- 4.24%	852,414.06 852,414.06	99.46 3.89%	870,317.00 13,245.19	1.39% 17,902.94	Aa1/AA+ AA+	2.08 1.96
91282CHK0	UNITED STATES TREASURY 4.0 06/30/2028	850,000.00	10/13/2023 4.67%	826,259.77 826,259.77	100.23 3.89%	851,926.10 11,364.64	1.36% 25,666.33	Aa1/AA+ AA+	2.17 2.03
91282CHQ7	UNITED STATES TREASURY 4.125 07/31/2028	800,000.00	10/13/2023 4.67%	781,375.00 781,375.00	100.49 3.89%	803,937.60 8,204.42	1.28% 22,562.60	Aa1/AA+ AA+	2.25 2.11
91282CCV1	UNITED STATES TREASURY 1.125 08/31/2028	950,000.00	-- 4.69%	802,849.61 802,849.61	93.85 3.91%	891,590.20 1,800.61	1.42% 88,740.59	Aa1/AA+ AA+	2.34 2.26
91282CJA0	UNITED STATES TREASURY 4.625 09/30/2028	850,000.00	10/05/2023 4.69%	847,542.97 847,542.97	101.66 3.90%	864,144.85 3,329.75	1.38% 16,601.88	Aa1/AA+ AA+	2.42 2.26
9128285M8	UNITED STATES TREASURY 3.125 11/15/2028	650,000.00	11/17/2023 4.49%	610,720.70 610,720.70	98.12 3.91%	637,787.15 9,370.68	1.02% 27,066.45	Aa1/AA+ AA+	2.54 2.38
91282CJR3	UNITED STATES TREASURY 3.75 12/31/2028	650,000.00	01/17/2024 4.02%	642,052.73 642,052.73	99.59 3.91%	647,333.70 8,147.44	1.03% 5,280.97	Aa1/AA+ AA+	2.67 2.48
91282CJW2	UNITED STATES TREASURY 4.0 01/31/2029	750,000.00	02/26/2024 4.31%	739,599.61 739,599.61	100.22 3.91%	751,670.25 7,458.56	1.20% 12,070.64	Aa1/AA+ AA+	2.76 2.56
91282CKD2	UNITED STATES TREASURY 4.25 02/28/2029	800,000.00	-- 4.30%	798,457.03 798,457.03	100.89 3.91%	807,124.80 5,728.26	1.29% 8,667.77	Aa1/AA+ AA+	2.83 2.63
91282CKG5	UNITED STATES TREASURY 4.125 03/31/2029	850,000.00	-- 4.61%	832,064.45 832,064.45	100.57 3.92%	854,814.40 2,969.77	1.36% 22,749.95	Aa1/AA+ AA+	2.92 2.72
91282CKP5	UNITED STATES TREASURY 4.625 04/30/2029	800,000.00	-- 4.63%	799,640.62 799,640.62	101.98 3.92%	815,812.80 100.54	1.30% 16,172.18	Aa1/AA+ AA+	3.00 2.78
91282CKT7	UNITED STATES TREASURY 4.5 05/31/2029	600,000.00	06/26/2024 4.33%	604,406.25 604,406.25	101.66 3.92%	609,961.20 11,274.73	0.97% 5,554.95	Aa1/AA+ AA+	3.08 2.81
91282CKX8	UNITED STATES TREASURY 4.25 06/30/2029	950,000.00	-- 3.71%	972,701.17 972,701.17	100.95 3.93%	959,017.40 13,495.51	1.53% (13,683.77)	Aa1/AA+ AA+	3.17 2.90
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	950,000.00	-- 3.90%	954,156.26 954,156.26	100.20 3.93%	951,855.35 9,447.51	1.52% (2,300.91)	Aa1/AA+ AA+	3.25 2.99

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CFJ5	UNITED STATES TREASURY 3.125 08/31/2029	1,200,000.00	-- 3.74%	1,167,544.92 1,167,544.92	97.46 3.94%	1,169,530.80 6,317.93	1.87% 1,985.88	Aa1/AA+ AA+	3.34 3.11
91282CLN9	UNITED STATES TREASURY 3.5 09/30/2029	1,200,000.00	-- 3.75%	1,186,796.88 1,186,796.88	98.59 3.95%	1,183,030.80 3,557.38	1.89% (3,766.08)	Aa1/AA+ AA+	3.42 3.18
91282CLR0	UNITED STATES TREASURY 4.125 10/31/2029	1,050,000.00	-- 4.24%	1,044,560.54 1,044,560.54	100.55 3.95%	1,055,783.40 117.70	1.68% 11,222.86	Aa1/AA+ AA+	3.50 3.23
91282CMA6	UNITED STATES TREASURY 4.125 11/30/2029	1,100,000.00	-- 4.34%	1,089,496.10 1,089,496.10	100.56 3.95%	1,106,187.50 18,947.80	1.76% 16,691.40	Aa1/AA+ AA+	3.59 3.25
91282CMD0	UNITED STATES TREASURY 4.375 12/31/2029	1,100,000.00	-- 4.41%	1,098,230.47 1,098,230.47	101.40 3.96%	1,115,425.30 16,085.98	1.78% 17,194.83	Aa1/AA+ AA+	3.67 3.32
91282CMG3	UNITED STATES TREASURY 4.25 01/31/2030	800,000.00	03/26/2026 3.99%	807,187.50 807,187.50	100.97 3.97%	807,781.60 8,453.04	1.29% 594.10	Aa1/AA+ AA+	3.76 3.41
91282CMU2	UNITED STATES TREASURY 4.0 03/31/2030	750,000.00	04/15/2025 3.98%	750,732.42 750,732.42	100.09 3.97%	750,703.50 2,540.98	1.20% (28.92)	Aa1/AA+ AA+	3.92 3.58
91282CMZ1	UNITED STATES TREASURY 3.875 04/30/2030	650,000.00	05/28/2025 4.07%	644,287.11 644,287.11	99.62 3.98%	647,511.80 68.44	1.03% 3,224.69	Aa1/AA+ AA+	4.00 3.67
91282CNG2	UNITED STATES TREASURY 4.0 05/31/2030	700,000.00	06/23/2025 3.90%	703,062.50 703,062.50	100.06 3.98%	700,437.50 11,692.31	1.12% (2,625.00)	Aa1/AA+ AA+	4.08 3.67
91282CNK3	UNITED STATES TREASURY 3.875 06/30/2030	1,000,000.00	07/24/2025 3.96%	996,054.69 996,054.69	99.57 3.99%	995,703.00 12,952.35	1.59% (351.69)	Aa1/AA+ AA+	4.17 3.76
91282CNN7	UNITED STATES TREASURY 3.875 07/31/2030	850,000.00	03/23/2026 3.96%	847,011.72 847,011.72	99.54 3.99%	846,115.50 8,188.88	1.35% (896.22)	Aa1/AA+ AA+	4.25 3.85
91282CNX5	UNITED STATES TREASURY 3.625 08/31/2030	700,000.00	09/22/2025 3.69%	698,085.94 698,085.94	98.50 4.01%	689,472.70 4,275.14	1.10% (8,613.24)	Aa1/AA+ AA+	4.34 3.94
91282CPA3	UNITED STATES TREASURY 3.625 09/30/2030	700,000.00	10/30/2025 3.72%	696,937.50 696,937.50	98.48 4.00%	689,390.80 2,149.25	1.10% (7,546.70)	Aa1/AA+ AA+	4.42 4.02
91282CPD7	UNITED STATES TREASURY 3.625 10/31/2030	700,000.00	10/30/2025 3.72%	697,019.53 697,019.53	98.45 4.01%	689,144.40 68.95	1.10% (7,875.13)	Aa1/AA+ AA+	4.50 4.10
91282CPN5	UNITED STATES TREASURY 3.5 11/30/2030	700,000.00	12/08/2025 3.76%	691,906.25 691,906.25	97.89 4.01%	685,234.20 10,230.77	1.09% (6,672.05)	Aa1/AA+ AA+	4.59 4.12
91282CJQ5	UNITED STATES TREASURY 3.75 12/31/2030	800,000.00	03/26/2026 4.04%	790,000.00 790,000.00	98.86 4.02%	790,844.00 10,027.62	1.26% 844.00	Aa1/AA+ AA+	4.67 4.18
91282CJX0	UNITED STATES TREASURY 4.0 01/31/2031	850,000.00	03/23/2026 4.00%	850,033.20 850,033.20	99.88 4.03%	849,003.80 8,453.04	1.35% (1,029.40)	Aa1/AA+ AA+	4.76 4.25
91282CQD6	UNITED STATES TREASURY 3.5 02/28/2031	750,000.00	03/10/2026 3.70%	743,144.53 743,144.53	97.77 4.01%	733,242.00 4,422.55	1.17% (9,902.53)	Aa1/AA+ AA+	4.83 4.37

Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P/ Fitch	Maturity Duration
91282CQG9	UNITED STATES TREASURY 3.875 03/31/2031	650,000.00	04/10/2026 3.92%	648,679.69 648,679.69	99.34 4.02%	645,683.35 2,133.37	1.03% (2,996.34)	Aa1/AA+ AA+	4.92 4.42
Total US Treasury		**35,675,000.00**	**4.00%**	**35,264,872.08** **35,264,872.08**	**99.61** **3.93%**	**35,529,561.55** **285,512.88**	**56.68%** **264,689.47**		**3.04** **2.80**
Total Portfolio		**63,201,918.24**	**4.27%**	**61,950,795.27** **61,950,795.27**	**98.71** **4.08%**	**62,683,128.09** **473,260.00**	**100.00%** **732,332.82**		**2.96** **2.58**
Total Market Value + Accrued						**63,156,388.09**			

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	04/01/2026	31846V203	15,513.02	FIRST AMER:GVT OBLG Y	1.000	3.28%	(15,513.02)	0.00	(15,513.02)	0.00
Purchase	04/02/2026	31846V203	5,143.89	FIRST AMER:GVT OBLG Y	1.000	3.27%	(5,143.89)	0.00	(5,143.89)	0.00
Purchase	04/13/2026	91282CQG9	650,000.00	UNITED STATES TREASURY 3.875 03/31/2031	99.797	3.92%	(648,679.69)	(894.64)	(649,574.33)	0.00
Purchase	04/15/2026	31846V203	676.55	FIRST AMER:GVT OBLG Y	1.000	3.27%	(676.55)	0.00	(676.55)	0.00
Purchase	04/15/2026	31846V203	33,908.06	FIRST AMER:GVT OBLG Y	1.000	3.27%	(33,908.06)	0.00	(33,908.06)	0.00
Purchase	04/16/2026	31846V203	2.50	FIRST AMER:GVT OBLG Y	1.000	3.30%	(2.50)	0.00	(2.50)	0.00
Purchase	04/16/2026	31846V203	9,687.50	FIRST AMER:GVT OBLG Y	1.000	3.30%	(9,687.50)	0.00	(9,687.50)	0.00
Purchase	04/20/2026	31846V203	899,057.75	FIRST AMER:GVT OBLG Y	1.000	3.27%	(899,057.75)	0.00	(899,057.75)	0.00
Purchase	04/21/2026	89240QAD7	230,000.00	TAOT 2026-B A3 4.13 12/16/2030	99.979	4.14%	(229,951.49)	0.00	(229,951.49)	0.00
Purchase	04/21/2026	31846V203	9,270.78	FIRST AMER:GVT OBLG Y	1.000	3.26%	(9,270.78)	0.00	(9,270.78)	0.00
Purchase	04/22/2026	91282CLX7	250,000.00	UNITED STATES TREASURY 4.125 11/15/2027	100.488	3.80%	(251,220.70)	(4,501.04)	(255,721.74)	0.00
Purchase	04/22/2026	91282CFH9	300,000.00	UNITED STATES TREASURY 3.125 08/31/2027	99.129	3.79%	(297,386.72)	(1,350.20)	(298,736.92)	0.00
Purchase	04/24/2026	31846V203	19,231.83	FIRST AMER:GVT OBLG Y	1.000	3.28%	(19,231.83)	0.00	(19,231.83)	0.00
Purchase	04/27/2026	31846V203	10,198.63	FIRST AMER:GVT OBLG Y	1.000	3.28%	(10,198.63)	0.00	(10,198.63)	0.00
Purchase	04/28/2026	31846V203	4,720.92	FIRST AMER:GVT OBLG Y	1.000	3.29%	(4,720.92)	0.00	(4,720.92)	0.00

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Purchase	04/30/2026	31846V203	85,593.75	FIRST AMER:GVT OBLG Y	1.000	3.27%	(85,593.75)	0.00	(85,593.75)	0.00
Purchase	04/30/2026	31846V203	32,500.00	FIRST AMER:GVT OBLG Y	1.000	3.27%	(32,500.00)	0.00	(32,500.00)	0.00
Total Purchase			**2,555,505.18**				**(2,552,743.78)**	**(6,745.88)**	**(2,559,489.66)**	**0.00**
TOTAL ACQUISITIONS			**2,555,505.18**				**(2,552,743.78)**	**(6,745.88)**	**(2,559,489.66)**	**0.00**
DISPOSITIONS										
Maturity	04/20/2026	4581X0DV7	(890,000.00)	INTER-AMERICAN DEVELOPMENT BANK 0.875 04/20/2026	100.000	0.97%	890,000.00	0.00	890,000.00	4,076.20
Total Maturity			**(890,000.00)**				**890,000.00**	**0.00**	**890,000.00**	**4,076.20**
Sale	04/13/2026	31846V203	(631,674.33)	FIRST AMER:GVT OBLG Y	1.000	3.25%	631,674.33	0.00	631,674.33	0.00
Sale	04/13/2026	31846V203	(4,288.32)	FIRST AMER:GVT OBLG Y	1.000	3.25%	4,288.32	0.00	4,288.32	0.00
Sale	04/21/2026	31846V203	(229,951.49)	FIRST AMER:GVT OBLG Y	1.000	3.26%	229,951.49	0.00	229,951.49	0.00
Sale	04/22/2026	31846V203	(554,458.66)	FIRST AMER:GVT OBLG Y	1.000	3.26%	554,458.66	0.00	554,458.66	0.00
Total Sale			**(1,420,372.80)**				**1,420,372.80**	**0.00**	**1,420,372.80**	**0.00**
TOTAL DISPOSITIONS			**(2,310,372.80)**				**2,310,372.80**	**0.00**	**2,310,372.80**	**4,076.20**
OTHER TRANSACTIONS										
Coupon	04/01/2026	3137FG6X8	0.00	FHMS K-077 A2 3.85 05/25/2028		4.65%	2,695.00	0.00	2,695.00	0.00
Coupon	04/01/2026	828807DZ7	0.00	SIMON PROPERTY GROUP LP 4.375 10/01/2030		4.27%	15,513.02	0.00	15,513.02	0.00

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Coupon	04/01/2026	3137FRUT6	0.00	FHMS K-106 A2 2.069 01/25/2030		4.19%	1,034.50	0.00	1,034.50	0.00
Coupon	04/01/2026	3137FXZ35	0.00	FHMS K-127 A2 2.108 01/25/2031		4.06%	1,141.83	0.00	1,141.83	0.00
Coupon	04/01/2026	3137F9Z79	0.00	FHMS K-125 A2 1.846 01/25/2031		4.05%	1,153.75	0.00	1,153.75	0.00
Coupon	04/01/2026	3137F83Q4	0.00	FHMS K-121 A2 1.547 10/25/2030		3.93%	837.96	0.00	837.96	0.00
Coupon	04/01/2026	3137F8ZV8	0.00	FHMS K-123 A2 1.621 12/25/2030		3.86%	878.04	0.00	878.04	0.00
Coupon	04/01/2026	3137FKUP9	0.00	FHMS K-087 A2 3.771 12/25/2028		3.76%	1,977.46	0.00	1,977.46	0.00
Coupon	04/11/2026	79466LAF1	0.00	SALESFORCE INC 3.7 04/11/2028		5.20%	12,950.00	0.00	12,950.00	0.00
Coupon	04/13/2026	023135CF1	0.00	AMAZON.COM INC 3.3 04/13/2027		3.34%	4,950.00	0.00	4,950.00	0.00
Coupon	04/15/2026	161571HT4	0.00	CHAIT 2023-1 A 5.16 09/15/2028		5.23%	1,978.00	0.00	1,978.00	0.00
Coupon	04/15/2026	58768PAC8	0.00	MBART 2022-1 A3 5.21 08/16/2027		5.21%	156.80	0.00	156.80	0.00
Coupon	04/15/2026	477920AC6	0.00	JDOT 2023-B A3 5.18 03/15/2028		5.18%	242.36	0.00	242.36	0.00
Coupon	04/15/2026	74340XBN0	0.00	PROLOGIS LP 2.125 04/15/2027		5.16%	5,843.75	0.00	5,843.75	0.00
Coupon	04/15/2026	34535VAD6	0.00	FORDO 2024-D A3 4.61 08/15/2029		4.61%	1,248.54	0.00	1,248.54	0.00
Coupon	04/15/2026	44935CAD3	0.00	HART 2025-A A3 4.32 10/15/2029		4.32%	1,206.00	0.00	1,206.00	0.00
Coupon	04/15/2026	47800DAD6	0.00	JDOT 2025 A3 4.23 09/17/2029		4.23%	934.13	0.00	934.13	0.00
Coupon	04/15/2026	58770YAD3	0.00	MBALT 2026-A A3 3.93 01/15/2030		3.94%	524.00	0.00	524.00	0.00
Coupon	04/15/2026	34532BAG6	0.00	FORDO 2025-B A3 3.91 04/15/2030		3.91%	896.04	0.00	896.04	0.00

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Coupon	04/15/2026	47787DAD3	0.00	JDOT 2026 A3 3.87 08/15/2030		3.87%	565.99	0.00	565.99	0.00
Coupon	04/15/2026	89231GAD0	0.00	TAOT 2025-D A3 3.84 06/17/2030		3.84%	1,136.00	0.00	1,136.00	0.00
Coupon	04/15/2026	47800AAC4	0.00	JDOT 2022-B A3 3.74 02/16/2027		3.74%	0.34	0.00	0.34	0.00
Coupon	04/16/2026	459058LN1	0.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.875 10/16/2029		4.36%	9,690.00	0.00	9,690.00	0.00
Coupon	04/20/2026	61747YFD2	0.00	MORGAN STANLEY 5.164 04/20/2029		4.53%	5,164.00	0.00	5,164.00	0.00
Coupon	04/20/2026	4581X0DV7	0.00	INTER-AMERICAN DEVELOPMENT BANK 0.875 04/20/2026		0.97%	3,893.75	0.00	3,893.75	0.00
Coupon	04/21/2026	438123AC5	0.00	HAROT 2023-4 A3 5.67 06/21/2028		5.74%	457.89	0.00	457.89	0.00
Coupon	04/24/2026	857477DB6	0.00	STATE STREET CORP 4.834 04/24/2030		4.57%	19,336.00	0.00	19,336.00	0.00
Coupon	04/25/2026	05592XAD2	0.00	BMWOT 2023-A A3 5.47 02/25/2028		5.47%	105.41	0.00	105.41	0.00
Coupon	04/25/2026	05594HAD5	0.00	BMWLT 2025-2 A3 3.97 09/25/2028		3.97%	975.96	0.00	975.96	0.00
Coupon	04/30/2026	91282CKP5	0.00	UNITED STATES TREASURY 4.625 04/30/2029		4.63%	18,500.00	0.00	18,500.00	0.00
Coupon	04/30/2026	3133ERDH1	0.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 04/30/2029		4.47%	13,062.50	0.00	13,062.50	0.00
Coupon	04/30/2026	91282CLR0	0.00	UNITED STATES TREASURY 4.125 10/31/2029		4.24%	21,656.25	0.00	21,656.25	0.00

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Coupon	04/30/2026	91282CMZ1	0.00	UNITED STATES TREASURY 3.875 04/30/2030		4.07%	12,593.75	0.00	12,593.75	0.00
Coupon	04/30/2026	91282CFU0	0.00	UNITED STATES TREASURY 4.125 10/31/2027		3.75%	21,656.25	0.00	21,656.25	0.00
Coupon	04/30/2026	91282CPD7	0.00	UNITED STATES TREASURY 3.625 10/31/2030		3.72%	12,687.50	0.00	12,687.50	0.00
Coupon	04/30/2026	91282CHA2	0.00	UNITED STATES TREASURY 3.5 04/30/2028		3.72%	14,000.00	0.00	14,000.00	0.00
Coupon	04/30/2026	91282CDG3	0.00	UNITED STATES TREASURY 1.125 10/31/2026		1.26%	3,937.50	0.00	3,937.50	0.00
Total Coupon			**0.00**				**215,580.27**	**0.00**	**215,580.27**	**0.00**
Custody Fee	04/24/2026	CCYUSD	(104.17)	Cash		0.00%	(104.17)	0.00	(104.17)	0.00
Total Custody Fee			**(104.17)**				**(104.17)**	**0.00**	**(104.17)**	**0.00**
Dividend	04/30/2026	31846V203	0.00	FIRST AMER:GVT OBLG Y		3.27%	1,083.66	0.00	1,083.66	0.00
Total Dividend			**0.00**				**1,083.66**	**0.00**	**1,083.66**	**0.00**
Management Fee	04/13/2026	CCYUSD	(4,288.32)	Cash		0.00%	(4,288.32)	0.00	(4,288.32)	0.00
Total Management Fee			**(4,288.32)**				**(4,288.32)**	**0.00**	**(4,288.32)**	**0.00**
Principal Paydown	04/01/2026	3137FKUP9	711.67	FHMS K-087 A2 3.771 12/25/2028		3.76%	711.67	--	711.67	1.48
Principal Paydown	04/15/2026	58768PAC8	12,711.36	MBART 2022-1 A3 5.21 08/16/2027		5.21%	12,711.36	--	12,711.36	2.51
Principal Paydown	04/15/2026	477920AC6	7,031.08	JDOT 2023-B A3 5.18 03/15/2028		5.18%	7,031.08	--	7,031.08	1.17
Principal Paydown	04/15/2026	47800AAC4	110.22	JDOT 2022-B A3 3.74 02/16/2027		3.74%	110.22	--	110.22	0.01
Principal Paydown	04/21/2026	438123AC5	8,812.89	HAROT 2023-4 A3 5.67 06/21/2028		5.74%	8,812.89	--	8,812.89	1.55

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/ Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Principal Paydown	04/25/2026	05592XAD2	3,407.97	BMWOT 2023-A A3 5.47 02/25/2028		5.47%	3,407.97	--	3,407.97	0.61
Total Principal Paydown			**32,785.19**				**32,785.19**	**--**	**32,785.19**	**7.33**
TOTAL OTHER TRANSACTIONS			**28,392.70**				**245,056.63**	**0.00**	**245,056.63**	**7.33**

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENTS						
31846V203	FIRST AMER:GVT OBLG Y	346,953.22	641,820.84 1,125,505.18 (1,420,372.80) 346,953.22	0.00 5,143.89 0.00 5,143.89	0.00 0.00 0.00 5,143.89	5,143.89
CCYUSD	Receivable	1,083.66	5,143.89 0.00 0.00 1,083.66	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
Total Cash & Equivalents		**348,036.88**	**646,964.73** **1,125,505.18** **(1,420,372.80)** **348,036.88**	**0.00** **5,143.89** **0.00** **5,143.89**	**0.00** **0.00** **0.00** **5,143.89**	**5,143.89**
FIXED INCOME						
023135BY1	AMAZON.COM INC 1.65 05/12/2028	10/12/2023 10/16/2023 450,000.00	386,653.50 0.00 0.00 386,653.50	2,866.88 0.00 3,485.63 618.75	0.00 0.00 0.00 618.75	618.75
023135CF1	AMAZON.COM INC 3.3 04/13/2027	04/25/2022 04/27/2022 300,000.00	299,481.00 0.00 0.00 299,481.00	4,620.00 4,950.00 495.00 825.00	0.00 0.00 0.00 825.00	825.00
02665WEM9	AMERICAN HONDA FINANCE CORP 5.125 07/07/2028	08/17/2023 08/21/2023 500,000.00	495,595.00 0.00 0.00 495,595.00	5,979.17 0.00 8,114.58 2,135.42	0.00 0.00 0.00 2,135.42	2,135.42
037833ET3	APPLE INC 4.0 05/10/2028	05/08/2023 05/10/2023 95,000.00	94,816.65 0.00 0.00 94,816.65	1,488.33 0.00 1,805.00 316.67	0.00 0.00 0.00 316.67	316.67
05592XAD2	BMWOT 2023-A A3 5.47 02/25/2028	07/11/2023 07/18/2023 19,717.32	23,121.19 0.00 (3,407.36) 19,713.83	21.08 105.41 17.98 102.30	0.00 0.00 0.00 102.30	102.30

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
05594HAD5	BMWLT 2025-2 A3 3.97 09/25/2028	10/08/2025 10/15/2025 295,000.00	294,999.17 0.00 0.00 294,999.17	195.19 975.96 195.19 975.96	0.00 0.00 0.00 975.96	975.96
06051GGF0	BANK OF AMERICA CORP 3.824 01/20/2028	04/10/2023 04/12/2023 400,000.00	382,596.00 0.00 0.00 382,596.00	3,016.71 0.00 4,291.38 1,274.67	0.00 0.00 0.00 1,274.67	1,274.67
06051GHM4	BANK OF AMERICA CORP 4.271 07/23/2029	08/22/2024 08/23/2024 200,000.00	197,582.00 0.00 0.00 197,582.00	1,613.49 0.00 2,325.32 711.83	0.00 0.00 0.00 711.83	711.83
06051GHV4	BANK OF AMERICA CORP 3.194 07/23/2030	08/25/2025 08/26/2025 200,000.00	191,676.00 0.00 0.00 191,676.00	1,206.62 0.00 1,738.96 532.33	0.00 0.00 0.00 532.33	532.33
06406RAB3	BANK OF NEW YORK MELLON CORP 3.442 02/07/2028	10/12/2023 10/16/2023 700,000.00	650,293.00 0.00 0.00 650,293.00	3,614.10 0.00 5,621.93 2,007.83	0.00 0.00 0.00 2,007.83	2,007.83
084664CZ2	BERKSHIRE HATHAWAY FINANCE CORP 2.3 03/15/2027	03/07/2022 03/15/2022 400,000.00	399,924.00 0.00 0.00 399,924.00	408.89 0.00 1,175.56 766.67	0.00 0.00 0.00 766.67	766.67
09247XAR2	BLACKROCK FINANCE INC 1.9 01/28/2031	03/26/2026 03/27/2026 850,000.00	754,681.00 0.00 0.00 754,681.00	2,826.25 0.00 4,172.08 1,345.83	0.00 0.00 0.00 1,345.83	1,345.83
14913R3A3	CATERPILLAR FINANCIAL SERVICES CORP 3.6 08/12/2027	08/22/2022 08/24/2022 330,000.00	326,841.90 0.00 0.00 326,841.90	1,617.00 0.00 2,607.00 990.00	0.00 0.00 0.00 990.00	990.00
14913UAJ9	CATERPILLAR FINANCIAL SERVICES CORP 4.85 02/27/2029	07/26/2024 07/29/2024 300,000.00	303,522.00 0.00 0.00 303,522.00	1,374.17 0.00 2,586.67 1,212.50	0.00 0.00 0.00 1,212.50	1,212.50

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
161571HT4	CHAIT 2023-1 A 5.16 09/15/2028	09/07/2023 09/15/2023 460,000.00	459,872.49 0.00 0.00 459,872.49	1,054.93 1,978.00 1,054.93 1,978.00	0.00 0.00 0.00 1,978.00	1,978.00
24422EXB0	JOHN DEERE CAPITAL CORP 4.95 07/14/2028	10/12/2023 10/16/2023 650,000.00	640,913.00 0.00 0.00 640,913.00	6,881.88 0.00 9,563.13 2,681.25	0.00 0.00 0.00 2,681.25	2,681.25
3130AWMN7	FEDERAL HOME LOAN BANKS 4.375 06/09/2028	07/26/2023 07/27/2023 550,000.00	552,475.00 0.00 0.00 552,475.00	7,486.11 0.00 9,491.32 2,005.21	0.00 0.00 0.00 2,005.21	2,005.21
3130AWTR1	FEDERAL HOME LOAN BANKS 4.375 09/08/2028	800,000.00	788,265.00 0.00 0.00 788,265.00	2,236.11 0.00 5,152.78 2,916.67	0.00 0.00 0.00 2,916.67	2,916.67
3133ERDH1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 04/30/2029	05/21/2024 05/22/2024 550,000.00	556,715.50 0.00 0.00 556,715.50	10,957.99 13,062.50 72.57 2,177.08	0.00 0.00 0.00 2,177.08	2,177.08
3137F83Q4	FHMS K-121 A2 1.547 10/25/2030	01/07/2026 01/12/2026 650,000.00	581,927.73 0.00 0.00 581,927.73	837.96 837.96 837.96 837.96	0.00 0.00 0.00 837.96	837.96
3137F8ZV8	FHMS K-123 A2 1.621 12/25/2030	02/10/2026 02/13/2026 650,000.00	584,771.49 0.00 0.00 584,771.49	878.04 878.04 878.04 878.04	0.00 0.00 0.00 878.04	878.04
3137F9Z79	FHMS K-125 A2 1.846 01/25/2031	01/23/2026 01/28/2026 750,000.00	674,589.84 0.00 0.00 674,589.84	1,153.75 1,153.75 1,153.75 1,153.75	0.00 0.00 0.00 1,153.75	1,153.75
3137FG6X8	FHMS K-077 A2 3.85 05/25/2028	05/24/2023 05/30/2023 840,000.00	824,578.13 0.00 0.00 824,578.13	2,695.00 2,695.00 2,695.00 2,695.00	0.00 0.00 0.00 2,695.00	2,695.00

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3137FKUP9	FHMS K-087 A2 3.771 12/25/2028	12/15/2025 12/18/2025 628,550.54	627,959.44 0.00 (710.19) 627,249.25	1,977.46 1,977.46 1,975.22 1,975.22	0.00 0.00 0.00 1,975.22	1,975.22
3137FRUT6	FHMS K-106 A2 2.069 01/25/2030	07/14/2025 07/17/2025 600,000.00	546,867.19 0.00 0.00 546,867.19	1,034.50 1,034.50 1,034.50 1,034.50	0.00 0.00 0.00 1,034.50	1,034.50
3137FXZ35	FHMS K-127 A2 2.108 01/25/2031	02/03/2026 02/06/2026 650,000.00	592,109.38 0.00 0.00 592,109.38	1,141.83 1,141.83 1,141.83 1,141.83	0.00 0.00 0.00 1,141.83	1,141.83
34532BAG6	FORDO 2025-B A3 3.91 04/15/2030	09/23/2025 09/26/2025 275,000.00	274,970.33 0.00 0.00 274,970.33	477.89 896.04 477.89 896.04	0.00 0.00 0.00 896.04	896.04
34535VAD6	FORDO 2024-D A3 4.61 08/15/2029	11/19/2024 11/22/2024 325,000.00	324,989.57 0.00 0.00 324,989.57	665.89 1,248.54 665.89 1,248.54	0.00 0.00 0.00 1,248.54	1,248.54
437076DC3	HOME DEPOT INC 4.75 06/25/2029	06/17/2024 06/25/2024 235,000.00	233,484.25 0.00 0.00 233,484.25	2,976.67 0.00 3,906.88 930.21	0.00 0.00 0.00 930.21	930.21
438123AC5	HAROT 2023-4 A3 5.67 06/21/2028	11/01/2023 11/08/2023 88,095.52	96,891.34 0.00 (8,811.34) 88,080.00	152.63 457.89 138.75 444.01	0.00 0.00 0.00 444.01	444.01
44935CAD3	HART 2025-A A3 4.32 10/15/2029	03/04/2025 03/12/2025 335,000.00	334,950.59 0.00 0.00 334,950.59	643.20 1,206.00 643.20 1,206.00	0.00 0.00 0.00 1,206.00	1,206.00
4581X0DV7	INTER-AMERICAN DEVELOPMENT BANK 0.875 04/20/2026	04/13/2021 04/20/2021 0.00	885,923.80 0.00 (885,923.80) 0.00	3,482.74 3,893.75 0.00 411.01	0.00 0.00 0.00 411.01	411.01

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4581X0EN4	INTER-AMERICAN DEVELOPMENT BANK 4.125 02/15/2029	02/15/2024 02/20/2024 700,000.00	694,246.00 0.00 0.00 694,246.00	3,689.58 0.00 6,095.83 2,406.25	0.00 0.00 0.00 2,406.25	2,406.25
459058LN1	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.875 10/16/2029	12/17/2024 12/18/2024 500,000.00	489,585.00 0.00 0.00 489,585.00	8,880.00 9,690.00 805.00 1,615.00	0.00 0.00 0.00 1,615.00	1,615.00
45950KDD9	INTERNATIONAL FINANCE CORP 4.5 07/13/2028	07/06/2023 07/13/2023 240,000.00	239,733.60 0.00 0.00 239,733.60	2,340.00 0.00 3,240.00 900.00	0.00 0.00 0.00 900.00	900.00
46647PAX4	JPMORGAN CHASE & CO 4.452 12/05/2029	12/09/2024 12/10/2024 225,000.00	222,830.99 0.00 0.00 222,830.99	3,227.70 0.00 4,062.45 834.75	0.00 0.00 0.00 834.75	834.75
46647PDG8	JPMORGAN CHASE & CO 4.851 07/25/2028	08/04/2023 08/08/2023 550,000.00	541,799.50 0.00 0.00 541,799.50	4,891.43 0.00 7,114.80 2,223.38	0.00 0.00 0.00 2,223.38	2,223.38
47787DAD3	JDOT 2026 A3 3.87 08/15/2030	03/10/2026 03/18/2026 195,000.00	194,965.45 0.00 0.00 194,965.45	272.51 565.99 335.40 628.88	0.00 0.00 0.00 628.88	628.88
477920AC6	JDOT 2023-B A3 5.18 03/15/2028	06/21/2023 06/28/2023 49,113.11	56,134.82 0.00 (7,029.91) 49,104.91	129.26 242.36 113.07 226.17	0.00 0.00 0.00 226.17	226.17
47800AAC4	JDOT 2022-B A3 3.74 02/16/2027	07/12/2022 07/20/2022 0.00	110.21 0.00 (110.21) 0.00	0.18 0.34 0.00 0.16	0.00 0.00 0.00 0.16	0.16
47800DAD6	JDOT 2025 A3 4.23 09/17/2029	03/04/2025 03/11/2025 265,000.00	264,983.33 0.00 0.00 264,983.33	498.20 934.13 498.20 934.13	0.00 0.00 0.00 934.13	934.13

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571748CA8	MARSH & MCLENNAN COMPANIES INC 4.65 03/15/2030	03/18/2025 03/19/2025 650,000.00	647,907.00 0.00 0.00 647,907.00	1,343.33 0.00 3,862.08 2,518.75	0.00 0.00 0.00 2,518.75	2,518.75
58768PAC8	MBART 2022-1 A3 5.21 08/16/2027	11/15/2022 11/22/2022 23,404.88	36,109.09 0.00 (12,708.85) 23,400.25	83.63 156.80 54.20 127.37	0.00 0.00 0.00 127.37	127.37
58770YAD3	MBALT 2026-A A3 3.93 01/15/2030	01/13/2026 01/21/2026 160,000.00	159,968.27 0.00 0.00 159,968.27	279.47 524.00 279.47 524.00	0.00 0.00 0.00 524.00	524.00
61747YFD2	MORGAN STANLEY 5.164 04/20/2029	08/26/2024 08/27/2024 200,000.00	204,174.00 0.00 0.00 204,174.00	4,618.91 5,164.00 315.58 860.67	0.00 0.00 0.00 860.67	860.67
61772BAB9	MORGAN STANLEY 1.593 05/04/2027	550,000.00	491,295.70 0.00 0.00 491,295.70	3,577.61 0.00 4,307.74 730.13	0.00 0.00 0.00 730.13	730.13
63743HFX5	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.95 02/07/2030	670,000.00	671,754.90 0.00 0.00 671,754.90	4,974.75 0.00 7,738.50 2,763.75	0.00 0.00 0.00 2,763.75	2,763.75
69371RS80	PACCAR FINANCIAL CORP 4.6 01/31/2029	01/24/2024 01/31/2024 675,000.00	673,899.75 0.00 0.00 673,899.75	5,261.25 0.00 7,848.75 2,587.50	0.00 0.00 0.00 2,587.50	2,587.50
74340XBN0	PROLOGIS LP 2.125 04/15/2027	11/09/2022 11/14/2022 550,000.00	484,709.50 0.00 0.00 484,709.50	5,389.24 5,843.75 519.44 973.96	0.00 0.00 0.00 973.96	973.96
74456QBU9	PUBLIC SERVICE ELECTRIC AND GAS CO 3.7 05/01/2028	09/06/2023 09/08/2023 450,000.00	424,255.50 0.00 0.00 424,255.50	6,937.50 0.00 8,325.00 1,387.50	0.00 0.00 0.00 1,387.50	1,387.50

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756109AU8	REALTY INCOME CORP 3.65 01/15/2028	05/17/2023 05/19/2023 525,000.00	499,275.00 0.00 0.00 499,275.00	4,045.42 0.00 5,642.29 1,596.88	0.00 0.00 0.00 1,596.88	1,596.88
756109AX2	REALTY INCOME CORP 3.25 01/15/2031	03/23/2026 03/24/2026 250,000.00	235,145.00 0.00 0.00 235,145.00	1,715.28 0.00 2,392.36 677.08	0.00 0.00 0.00 677.08	677.08
78016HZS2	ROYAL BANK OF CANADA 5.2 08/01/2028	09/07/2023 09/11/2023 500,000.00	493,010.00 0.00 0.00 493,010.00	4,333.33 0.00 6,500.00 2,166.67	0.00 0.00 0.00 2,166.67	2,166.67
79466LAF1	SALESFORCE INC 3.7 04/11/2028	10/05/2023 10/10/2023 700,000.00	658,350.00 0.00 0.00 658,350.00	12,230.56 12,950.00 1,438.89 2,158.33	0.00 0.00 0.00 2,158.33	2,158.33
828807DZ7	SIMON PROPERTY GROUP LP 4.375 10/01/2030	12/08/2025 12/09/2025 575,000.00	577,507.00 0.00 0.00 577,507.00	15,513.02 15,513.02 2,096.35 2,096.35	0.00 0.00 0.00 2,096.35	2,096.35
857477DB6	STATE STREET CORP 4.834 04/24/2030	800,000.00	808,358.50 0.00 0.00 808,358.50	16,865.29 19,336.00 751.96 3,222.67	0.00 0.00 0.00 3,222.67	3,222.67
89115A2M3	TORONTO-DOMINION BANK 5.156 01/10/2028	06/28/2023 06/30/2023 550,000.00	547,470.00 0.00 0.00 547,470.00	6,380.55 0.00 8,743.72 2,363.17	0.00 0.00 0.00 2,363.17	2,363.17
89231GAD0	TAOT 2025-D A3 3.84 06/17/2030	10/15/2025 10/23/2025 355,000.00	354,959.18 0.00 0.00 354,959.18	605.87 1,136.00 605.87 1,136.00	0.00 0.00 0.00 1,136.00	1,136.00
89236TLB9	TOYOTA MOTOR CREDIT CORP 5.25 09/11/2028	10/12/2023 10/16/2023 800,000.00	792,984.00 0.00 0.00 792,984.00	2,333.33 0.00 5,833.33 3,500.00	0.00 0.00 0.00 3,500.00	3,500.00

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89240QAD7	TAOT 2026-B A3 4.13 12/16/2030	04/14/2026 04/21/2026 230,000.00	0.00 229,951.49 0.00 229,951.49	0.00 0.00 263.86 263.86	0.00 0.00 0.00 263.86	263.86
91159HJM3	US BANCORP 5.775 06/12/2029	06/20/2024 06/21/2024 550,000.00	559,955.00 0.00 0.00 559,955.00	9,616.98 0.00 12,263.85 2,646.88	0.00 0.00 0.00 2,646.88	2,646.88
91159HJT8	US BANCORP 5.046 02/12/2031	03/26/2026 03/27/2026 250,000.00	252,780.00 0.00 0.00 252,780.00	1,717.04 0.00 2,768.29 1,051.25	0.00 0.00 0.00 1,051.25	1,051.25
9128283W8	UNITED STATES TREASURY 2.75 02/15/2028	03/08/2023 03/09/2023 600,000.00	557,320.31 0.00 0.00 557,320.31	2,051.11 0.00 3,418.51 1,367.40	0.00 0.00 0.00 1,367.40	1,367.40
9128285M8	UNITED STATES TREASURY 3.125 11/15/2028	11/17/2023 11/20/2023 650,000.00	610,720.70 0.00 0.00 610,720.70	7,687.33 0.00 9,370.68 1,683.36	0.00 0.00 0.00 1,683.36	1,683.36
91282CCV1	UNITED STATES TREASURY 1.125 08/31/2028	950,000.00	802,849.61 0.00 0.00 802,849.61	929.35 0.00 1,800.61 871.26	0.00 0.00 0.00 871.26	871.26
91282CDG3	UNITED STATES TREASURY 1.125 10/31/2026	700,000.00	695,378.91 0.00 0.00 695,378.91	3,306.63 3,937.50 21.40 652.27	0.00 0.00 0.00 652.27	652.27
91282CEW7	UNITED STATES TREASURY 3.25 06/30/2027	07/12/2022 07/13/2022 650,000.00	657,566.41 0.00 0.00 657,566.41	5,310.43 0.00 7,061.12 1,750.69	0.00 0.00 0.00 1,750.69	1,750.69
91282CFH9	UNITED STATES TREASURY 3.125 08/31/2027	750,000.00	445,095.70 297,386.72 0.00 742,482.42	1,222.83 (1,350.20) 3,948.71 1,375.68	0.00 0.00 0.00 1,375.68	1,375.68

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91282CFJ5	UNITED STATES TREASURY 3.125 08/31/2029	 1,200,000.00	1,167,544.92 0.00 0.00 1,167,544.92	3,260.87 0.00 6,317.93 3,057.07	0.00 0.00 0.00 3,057.07	3,057.07
91282CFM8	UNITED STATES TREASURY 4.125 09/30/2027	10/28/2022 10/31/2022 600,000.00	598,125.00 0.00 0.00 598,125.00	67.62 0.00 2,096.31 2,028.69	0.00 0.00 0.00 2,028.69	2,028.69
91282CFU0	UNITED STATES TREASURY 4.125 10/31/2027	 1,050,000.00	1,067,035.16 0.00 0.00 1,067,035.16	18,186.46 21,656.25 117.70 3,587.48	0.00 0.00 0.00 3,587.48	3,587.48
91282CGC9	UNITED STATES TREASURY 3.875 12/31/2027	01/26/2023 01/27/2023 525,000.00	531,029.30 0.00 0.00 531,029.30	5,114.04 0.00 6,799.98 1,685.95	0.00 0.00 0.00 1,685.95	1,685.95
91282CGH8	UNITED STATES TREASURY 3.5 01/31/2028	12/11/2023 12/12/2023 700,000.00	677,113.28 0.00 0.00 677,113.28	4,060.77 0.00 6,091.16 2,030.39	0.00 0.00 0.00 2,030.39	2,030.39
91282CGT2	UNITED STATES TREASURY 3.625 03/31/2028	 850,000.00	849,814.46 0.00 0.00 849,814.46	84.19 0.00 2,609.80 2,525.61	0.00 0.00 0.00 2,525.61	2,525.61
91282CHA2	UNITED STATES TREASURY 3.5 04/30/2028	05/19/2023 05/22/2023 800,000.00	792,281.25 0.00 0.00 792,281.25	11,756.91 14,000.00 76.09 2,319.18	0.00 0.00 0.00 2,319.18	2,319.18
91282CHE4	UNITED STATES TREASURY 3.625 05/31/2028	 875,000.00	852,414.06 0.00 0.00 852,414.06	10,631.01 0.00 13,245.19 2,614.18	0.00 0.00 0.00 2,614.18	2,614.18
91282CHK0	UNITED STATES TREASURY 4.0 06/30/2028	10/13/2023 10/16/2023 850,000.00	826,259.77 0.00 0.00 826,259.77	8,546.96 0.00 11,364.64 2,817.68	0.00 0.00 0.00 2,817.68	2,817.68

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91282CHQ7	UNITED STATES TREASURY 4.125 07/31/2028	10/13/2023 10/16/2023 800,000.00	781,375.00 0.00 0.00 781,375.00	5,469.61 0.00 8,204.42 2,734.81	0.00 0.00 0.00 2,734.81	2,734.81
91282CJA0	UNITED STATES TREASURY 4.625 09/30/2028	10/05/2023 10/06/2023 850,000.00	847,542.97 0.00 0.00 847,542.97	107.41 0.00 3,329.75 3,222.34	0.00 0.00 0.00 3,222.34	3,222.34
91282CJQ5	UNITED STATES TREASURY 3.75 12/31/2030	03/26/2026 03/27/2026 800,000.00	790,000.00 0.00 0.00 790,000.00	7,541.44 0.00 10,027.62 2,486.19	0.00 0.00 0.00 2,486.19	2,486.19
91282CJR3	UNITED STATES TREASURY 3.75 12/31/2028	01/17/2024 01/18/2024 650,000.00	642,052.73 0.00 0.00 642,052.73	6,127.42 0.00 8,147.44 2,020.03	0.00 0.00 0.00 2,020.03	2,020.03
91282CJW2	UNITED STATES TREASURY 4.0 01/31/2029	02/26/2024 02/27/2024 750,000.00	739,599.61 0.00 0.00 739,599.61	4,972.38 0.00 7,458.56 2,486.19	0.00 0.00 0.00 2,486.19	2,486.19
91282CJX0	UNITED STATES TREASURY 4.0 01/31/2031	03/23/2026 03/24/2026 850,000.00	850,033.20 0.00 0.00 850,033.20	5,635.36 0.00 8,453.04 2,817.68	0.00 0.00 0.00 2,817.68	2,817.68
91282CKD2	UNITED STATES TREASURY 4.25 02/28/2029	800,000.00	798,457.03 0.00 0.00 798,457.03	2,956.52 0.00 5,728.26 2,771.74	0.00 0.00 0.00 2,771.74	2,771.74
91282CKG5	UNITED STATES TREASURY 4.125 03/31/2029	850,000.00	832,064.45 0.00 0.00 832,064.45	95.80 0.00 2,969.77 2,873.98	0.00 0.00 0.00 2,873.98	2,873.98
91282CKP5	UNITED STATES TREASURY 4.625 04/30/2029	800,000.00	799,640.62 0.00 0.00 799,640.62	15,535.91 18,500.00 100.54 3,064.63	0.00 0.00 0.00 3,064.63	3,064.63

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91282CKT7	UNITED STATES TREASURY 4.5 05/31/2029	06/26/2024 06/27/2024 600,000.00	604,406.25 0.00 0.00 604,406.25	9,049.45 0.00 11,274.73 2,225.27	0.00 0.00 0.00 2,225.27	2,225.27
91282CKX8	UNITED STATES TREASURY 4.25 06/30/2029	950,000.00	972,701.17 0.00 0.00 972,701.17	10,149.52 0.00 13,495.51 3,345.99	0.00 0.00 0.00 3,345.99	3,345.99
91282CLC3	UNITED STATES TREASURY 4.0 07/31/2029	950,000.00	954,156.26 0.00 0.00 954,156.26	6,298.34 0.00 9,447.51 3,149.17	0.00 0.00 0.00 3,149.17	3,149.17
91282CLN9	UNITED STATES TREASURY 3.5 09/30/2029	1,200,000.00	1,186,796.88 0.00 0.00 1,186,796.88	114.75 0.00 3,557.38 3,442.62	0.00 0.00 0.00 3,442.62	3,442.62
91282CLR0	UNITED STATES TREASURY 4.125 10/31/2029	1,050,000.00	1,044,560.54 0.00 0.00 1,044,560.54	18,186.46 21,656.25 117.70 3,587.48	0.00 0.00 0.00 3,587.48	3,587.48
91282CLX7	UNITED STATES TREASURY 4.125 11/15/2027	875,000.00	630,493.16 251,220.70 0.00 881,713.86	9,756.99 (4,501.04) 16,650.98 2,392.95	0.00 0.00 0.00 2,392.95	2,392.95
91282CMA6	UNITED STATES TREASURY 4.125 11/30/2029	1,100,000.00	1,089,496.10 0.00 0.00 1,089,496.10	15,208.10 0.00 18,947.80 3,739.70	0.00 0.00 0.00 3,739.70	3,739.70
91282CMD0	UNITED STATES TREASURY 4.375 12/31/2029	1,100,000.00	1,098,230.47 0.00 0.00 1,098,230.47	12,097.72 0.00 16,085.98 3,988.26	0.00 0.00 0.00 3,988.26	3,988.26
91282CMG3	UNITED STATES TREASURY 4.25 01/31/2030	03/26/2026 03/27/2026 800,000.00	807,187.50 0.00 0.00 807,187.50	5,635.36 0.00 8,453.04 2,817.68	0.00 0.00 0.00 2,817.68	2,817.68

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CMU2	UNITED STATES TREASURY 4.0 03/31/2030	04/15/2025 04/16/2025 750,000.00	750,732.42 0.00 0.00 750,732.42	81.97 0.00 2,540.98 2,459.02	0.00 0.00 0.00 2,459.02	2,459.02
91282CMZ1	UNITED STATES TREASURY 3.875 04/30/2030	05/28/2025 05/29/2025 650,000.00	644,287.11 0.00 0.00 644,287.11	10,575.97 12,593.75 68.44 2,086.23	0.00 0.00 0.00 2,086.23	2,086.23
91282CNG2	UNITED STATES TREASURY 4.0 05/31/2030	06/23/2025 06/24/2025 700,000.00	703,062.50 0.00 0.00 703,062.50	9,384.62 0.00 11,692.31 2,307.69	0.00 0.00 0.00 2,307.69	2,307.69
91282CNK3	UNITED STATES TREASURY 3.875 06/30/2030	07/24/2025 07/25/2025 1,000,000.00	996,054.69 0.00 0.00 996,054.69	9,741.02 0.00 12,952.35 3,211.33	0.00 0.00 0.00 3,211.33	3,211.33
91282CNN7	UNITED STATES TREASURY 3.875 07/31/2030	03/23/2026 03/24/2026 850,000.00	847,011.72 0.00 0.00 847,011.72	5,459.25 0.00 8,188.88 2,729.63	0.00 0.00 0.00 2,729.63	2,729.63
91282CNX5	UNITED STATES TREASURY 3.625 08/31/2030	09/22/2025 09/23/2025 700,000.00	698,085.94 0.00 0.00 698,085.94	2,206.52 0.00 4,275.14 2,068.61	0.00 0.00 0.00 2,068.61	2,068.61
91282CPA3	UNITED STATES TREASURY 3.625 09/30/2030	10/30/2025 10/31/2025 700,000.00	696,937.50 0.00 0.00 696,937.50	69.33 0.00 2,149.25 2,079.92	0.00 0.00 0.00 2,079.92	2,079.92
91282CPD7	UNITED STATES TREASURY 3.625 10/31/2030	10/30/2025 10/31/2025 700,000.00	697,019.53 0.00 0.00 697,019.53	10,654.70 12,687.50 68.95 2,101.76	0.00 0.00 0.00 2,101.76	2,101.76
91282CPN5	UNITED STATES TREASURY 3.5 11/30/2030	12/08/2025 12/09/2025 700,000.00	691,906.25 0.00 0.00 691,906.25	8,211.54 0.00 10,230.77 2,019.23	0.00 0.00 0.00 2,019.23	2,019.23

Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CQD6	UNITED STATES TREASURY 3.5 02/28/2031	03/10/2026 03/11/2026 750,000.00	743,144.53 0.00 0.00 743,144.53	2,282.61 0.00 4,422.55 2,139.95	0.00 0.00 0.00 2,139.95	2,139.95
91282CQG9	UNITED STATES TREASURY 3.875 03/31/2031	04/10/2026 04/13/2026 650,000.00	0.00 648,679.69 0.00 648,679.69	0.00 (894.64) 2,133.37 1,238.73	0.00 0.00 0.00 1,238.73	1,238.73
927804GH1	VIRGINIA ELECTRIC AND POWER CO 3.75 05/15/2027	05/16/2022 05/31/2022 115,000.00	114,641.20 0.00 0.00 114,641.20	1,629.17 0.00 1,988.54 359.38	0.00 0.00 0.00 359.38	359.38
931142EX7	WALMART INC 3.95 09/09/2027	09/09/2022 250,000.00	249,702.50 0.00 0.00 249,702.50	603.47 0.00 1,426.39 822.92	0.00 0.00 0.00 822.92	822.92
Total Fixed Income		**62,853,881.36**	**61,094,221.45** **1,427,238.60** **(918,701.66)** **61,602,758.39**	**487,388.87** **208,834.39** **473,260.00** **194,705.52**	**0.00** **0.00** **0.00** **194,705.52**	**194,705.52**
TOTAL PORTFOLIO		**63,201,918.24**	**61,741,186.18** **2,552,743.78** **(2,339,074.46)** **61,950,795.27**	**487,388.87** **213,978.28** **473,260.00** **199,849.41**	**0.00** **0.00** **0.00** **199,849.41**	**199,849.41**

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
MAY 2026							
05/01/2026	Coupon	74456QBU9	0.00	PUBLIC SERVICE ELECTRIC AND GAS CO 3.7 05/01/2028		8,325.00	8,325.00
05/01/2026	Dividend	31846V203	0.00	FIRST AMER:GVT OBLG Y	1,083.66		1,083.66
05/11/2026	Coupon	037833ET3	95,000.00	APPLE INC 4.0 05/10/2028		1,900.00	1,900.00
05/12/2026	Coupon	023135BY1	450,000.00	AMAZON.COM INC 1.65 05/12/2028		3,712.50	3,712.50
05/15/2026	Coupon	161571HT4	460,000.00	CHAIT 2023-1 A 5.16 09/15/2028		1,978.00	1,978.00
05/15/2026	Coupon	34532BAG6	275,000.00	FORDO 2025-B A3 3.91 04/15/2030		896.04	896.04
05/15/2026	Coupon	34535VAD6	325,000.00	FORDO 2024-D A3 4.61 08/15/2029		1,248.54	1,248.54
05/15/2026	Coupon	44935CAD3	335,000.00	HART 2025-A A3 4.32 10/15/2029		1,206.00	1,206.00
05/15/2026	Coupon	47787DAD3	195,000.00	JDOT 2026 A3 3.87 08/15/2030		721.50	721.50
05/15/2026	Coupon	477920AC6	49,113.11	JDOT 2023-B A3 5.18 03/15/2028		215.91	215.91
05/15/2026	Principal Paydown	477920AC6	49,113.11	JDOT 2023-B A3 5.18 03/15/2028	5,955.18		5,955.18
05/15/2026	Coupon	47800DAD6	265,000.00	JDOT 2025 A3 4.23 09/17/2029		934.13	934.13
05/15/2026	Coupon	58768PAC8	23,404.88	MBART 2022-1 A3 5.21 08/16/2027		101.62	101.62
05/15/2026	Principal Paydown	58768PAC8	23,404.88	MBART 2022-1 A3 5.21 08/16/2027	10,056.05		10,056.05
05/15/2026	Coupon	58770YAD3	160,000.00	MBALT 2026-A A3 3.93 01/15/2030		524.00	524.00
05/15/2026	Coupon	89231GAD0	355,000.00	TAOT 2025-D A3 3.84 06/17/2030		1,136.00	1,136.00
05/15/2026	Coupon	89240QAD7	230,000.00	TAOT 2026-B A3 4.13 12/16/2030		647.07	647.07
05/15/2026	Coupon	9128285M8	650,000.00	UNITED STATES TREASURY 3.125 11/15/2028		10,156.25	10,156.25
05/15/2026	Coupon	91282CLX7	875,000.00	UNITED STATES TREASURY 4.125 11/15/2027		18,046.88	18,046.88
05/15/2026	Coupon	927804GH1	115,000.00	VIRGINIA ELECTRIC AND POWER CO 3.75 05/15/2027		2,156.25	2,156.25
05/21/2026	Coupon	438123AC5	88,095.52	HAROT 2023-4 A3 5.67 06/21/2028		432.78	432.78
05/21/2026	Principal Paydown	438123AC5	88,095.52	HAROT 2023-4 A3 5.67 06/21/2028	7,826.70		7,826.70
05/25/2026	Coupon	05592XAD2	19,717.32	BMWOT 2023-A A3 5.47 02/25/2028		100.27	100.27
05/25/2026	Principal Paydown	05592XAD2	19,717.32	BMWOT 2023-A A3 5.47 02/25/2028	2,657.76		2,657.76
05/25/2026	Coupon	05594HAD5	295,000.00	BMWLT 2025-2 A3 3.97 09/25/2028		975.96	975.96
05/25/2026	Principal Paydown	3137FKUP9	628,550.54	FHMS K-087 A2 3.771 12/25/2028	777.68		777.68
05/26/2026	Coupon	3137F83Q4	650,000.00	FHMS K-121 A2 1.547 10/25/2030		837.96	837.96
05/26/2026	Coupon	3137F8ZV8	650,000.00	FHMS K-123 A2 1.621 12/25/2030		878.04	878.04
05/26/2026	Coupon	3137F9Z79	750,000.00	FHMS K-125 A2 1.846 01/25/2031		1,153.75	1,153.75

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/26/2026	Coupon	3137FG6X8	840,000.00	FHMS K-077 A2 3.85 05/25/2028		2,695.00	2,695.00
05/26/2026	Coupon	3137FKUP9	628,550.54	FHMS K-087 A2 3.771 12/25/2028		1,975.22	1,975.22
05/26/2026	Coupon	3137FRUT6	600,000.00	FHMS K-106 A2 2.069 01/25/2030		1,034.50	1,034.50
05/26/2026	Coupon	3137FXZ35	650,000.00	FHMS K-127 A2 2.108 01/25/2031		1,141.83	1,141.83
May 2026 Total					**28,357.04**	**65,130.98**	**93,488.02**
JUNE 2026							
06/01/2026	Coupon	91282CHE4	875,000.00	UNITED STATES TREASURY 3.625 05/31/2028		15,859.38	15,859.38
06/01/2026	Coupon	91282CKT7	600,000.00	UNITED STATES TREASURY 4.5 05/31/2029		13,500.00	13,500.00
06/01/2026	Coupon	91282CMA6	1,100,000.00	UNITED STATES TREASURY 4.125 11/30/2029		22,687.50	22,687.50
06/01/2026	Coupon	91282CNG2	700,000.00	UNITED STATES TREASURY 4.0 05/31/2030		14,000.00	14,000.00
06/01/2026	Coupon	91282CPN5	700,000.00	UNITED STATES TREASURY 3.5 11/30/2030		12,250.00	12,250.00
06/05/2026	Coupon	46647PAX4	225,000.00	JPMORGAN CHASE & CO 4.452 12/05/2029		5,008.50	5,008.50
06/09/2026	Coupon	3130AWMN7	550,000.00	FEDERAL HOME LOAN BANKS 4.375 06/09/2028		12,031.25	12,031.25
06/12/2026	Coupon	91159HJM3	550,000.00	US BANCORP 5.775 06/12/2029		15,881.25	15,881.25
06/15/2026	Coupon	161571HT4	460,000.00	CHAIT 2023-1 A 5.16 09/15/2028		1,978.00	1,978.00
06/15/2026	Coupon	34532BAG6	275,000.00	FORDO 2025-B A3 3.91 04/15/2030		896.04	896.04
06/15/2026	Coupon	34535VAD6	325,000.00	FORDO 2024-D A3 4.61 08/15/2029		1,248.54	1,248.54
06/15/2026	Coupon	44935CAD3	335,000.00	HART 2025-A A3 4.32 10/15/2029		1,206.00	1,206.00
06/15/2026	Coupon	47787DAD3	195,000.00	JDOT 2026 A3 3.87 08/15/2030		721.50	721.50
06/15/2026	Coupon	477920AC6	49,113.11	JDOT 2023-B A3 5.18 03/15/2028		190.20	190.20
06/15/2026	Principal Paydown	477920AC6	49,113.11	JDOT 2023-B A3 5.18 03/15/2028	3,861.89		3,861.89
06/15/2026	Coupon	47800DAD6	265,000.00	JDOT 2025 A3 4.23 09/17/2029		934.13	934.13
06/15/2026	Coupon	58768PAC8	23,404.88	MBART 2022-1 A3 5.21 08/16/2027		57.96	57.96
06/15/2026	Principal Paydown	58768PAC8	23,404.88	MBART 2022-1 A3 5.21 08/16/2027	9,929.91		9,929.91
06/15/2026	Coupon	58770YAD3	160,000.00	MBALT 2026-A A3 3.93 01/15/2030		524.00	524.00
06/15/2026	Coupon	89231GAD0	355,000.00	TAOT 2025-D A3 3.84 06/17/2030		1,136.00	1,136.00
06/15/2026	Coupon	89240QAD7	230,000.00	TAOT 2026-B A3 4.13 12/16/2030		808.83	808.83
06/22/2026	Coupon	438123AC5	88,095.52	HAROT 2023-4 A3 5.67 06/21/2028		395.80	395.80
06/22/2026	Principal Paydown	438123AC5	88,095.52	HAROT 2023-4 A3 5.67 06/21/2028	6,584.49		6,584.49
06/25/2026	Coupon	05592XAD2	19,717.32	BMWOT 2023-A A3 5.47 02/25/2028		88.15	88.15
06/25/2026	Principal Paydown	05592XAD2	19,717.32	BMWOT 2023-A A3 5.47 02/25/2028	2,610.18		2,610.18

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/25/2026	Coupon	05594HAD5	295,000.00	BMWLT 2025-2 A3 3.97 09/25/2028		975.96	975.96
06/25/2026	Coupon	3137F83Q4	650,000.00	FHMS K-121 A2 1.547 10/25/2030		837.96	837.96
06/25/2026	Coupon	3137F8ZV8	650,000.00	FHMS K-123 A2 1.621 12/25/2030		878.04	878.04
06/25/2026	Coupon	3137F9Z79	750,000.00	FHMS K-125 A2 1.846 01/25/2031		1,153.75	1,153.75
06/25/2026	Coupon	3137FG6X8	840,000.00	FHMS K-077 A2 3.85 05/25/2028		2,695.00	2,695.00
06/25/2026	Coupon	3137FKUP9	628,550.54	FHMS K-087 A2 3.771 12/25/2028		1,972.78	1,972.78
06/25/2026	Principal Paydown	3137FKUP9	628,550.54	FHMS K-087 A2 3.771 12/25/2028	716.80		716.80
06/25/2026	Coupon	3137FRUT6	600,000.00	FHMS K-106 A2 2.069 01/25/2030		1,034.50	1,034.50
06/25/2026	Coupon	3137FXZ35	650,000.00	FHMS K-127 A2 2.108 01/25/2031		1,141.83	1,141.83
06/25/2026	Coupon	437076DC3	235,000.00	HOME DEPOT INC 4.75 06/25/2029		5,581.25	5,581.25
06/30/2026	Coupon	91282CEW7	650,000.00	UNITED STATES TREASURY 3.25 06/30/2027		10,562.50	10,562.50
06/30/2026	Coupon	91282CGC9	525,000.00	UNITED STATES TREASURY 3.875 12/31/2027		10,171.88	10,171.88
06/30/2026	Coupon	91282CHK0	850,000.00	UNITED STATES TREASURY 4.0 06/30/2028		17,000.00	17,000.00
06/30/2026	Coupon	91282CJQ5	800,000.00	UNITED STATES TREASURY 3.75 12/31/2030		15,000.00	15,000.00
06/30/2026	Coupon	91282CJR3	650,000.00	UNITED STATES TREASURY 3.75 12/31/2028		12,187.50	12,187.50
06/30/2026	Coupon	91282CKX8	950,000.00	UNITED STATES TREASURY 4.25 06/30/2029		20,187.50	20,187.50
06/30/2026	Coupon	91282CMD0	1,100,000.00	UNITED STATES TREASURY 4.375 12/31/2029		24,062.50	24,062.50
06/30/2026	Coupon	91282CNK3	1,000,000.00	UNITED STATES TREASURY 3.875 06/30/2030		19,375.00	19,375.00
June 2026 Total					**23,703.26**	**266,220.97**	**289,924.23**
JULY 2026							
07/07/2026	Coupon	02665WEM9	500,000.00	AMERICAN HONDA FINANCE CORP 5.125 07/07/2028		12,812.50	12,812.50
07/10/2026	Coupon	89115A2M3	550,000.00	TORONTO-DOMINION BANK 5.156 01/10/2028		14,179.00	14,179.00
07/13/2026	Coupon	45950KDD9	240,000.00	INTERNATIONAL FINANCE CORP 4.5 07/13/2028		5,400.00	5,400.00
07/14/2026	Coupon	24422EXB0	650,000.00	JOHN DEERE CAPITAL CORP 4.95 07/14/2028		16,087.50	16,087.50
07/15/2026	Coupon	161571HT4	460,000.00	CHAIT 2023-1 A 5.16 09/15/2028		1,978.00	1,978.00
07/15/2026	Coupon	34532BAG6	275,000.00	FORDO 2025-B A3 3.91 04/15/2030		896.04	896.04
07/15/2026	Coupon	34535VAD6	325,000.00	FORDO 2024-D A3 4.61 08/15/2029		1,248.54	1,248.54
07/15/2026	Coupon	44935CAD3	335,000.00	HART 2025-A A3 4.32 10/15/2029		1,206.00	1,206.00
07/15/2026	Coupon	47787DAD3	195,000.00	JDOT 2026 A3 3.87 08/15/2030		721.50	721.50
07/15/2026	Coupon	477920AC6	49,113.11	JDOT 2023-B A3 5.18 03/15/2028		173.53	173.53

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/15/2026	Principal Paydown	477920AC6	49,113.11	JDOT 2023-B A3 5.18 03/15/2028	4,396.15		4,396.15
07/15/2026	Coupon	47800DAD6	265,000.00	JDOT 2025 A3 4.23 09/17/2029		934.13	934.13
07/15/2026	Coupon	58768PAC8	23,404.88	MBART 2022-1 A3 5.21 08/16/2027		14.84	14.84
07/15/2026	Effective Maturity	58768PAC8	23,404.88	MBART 2022-1 A3 5.21 08/16/2027	3,418.92		3,418.92
07/15/2026	Coupon	58770YAD3	160,000.00	MBALT 2026-A A3 3.93 01/15/2030		524.00	524.00
07/15/2026	Coupon	756109AU8	525,000.00	REALTY INCOME CORP 3.65 01/15/2028		9,581.25	9,581.25
07/15/2026	Coupon	756109AX2	250,000.00	REALTY INCOME CORP 3.25 01/15/2031		4,062.50	4,062.50
07/15/2026	Coupon	89231GAD0	355,000.00	TAOT 2025-D A3 3.84 06/17/2030		1,136.00	1,136.00
07/15/2026	Coupon	89240QAD7	230,000.00	TAOT 2026-B A3 4.13 12/16/2030		808.83	808.83
07/20/2026	Coupon	06051GGF0	400,000.00	BANK OF AMERICA CORP 3.824 01/20/2028		7,648.00	7,648.00
07/21/2026	Coupon	438123AC5	88,095.52	HAROT 2023-4 A3 5.67 06/21/2028		364.69	364.69
07/21/2026	Principal Paydown	438123AC5	88,095.52	HAROT 2023-4 A3 5.67 06/21/2028	6,438.81		6,438.81
07/23/2026	Coupon	06051GHM4	200,000.00	BANK OF AMERICA CORP 4.271 07/23/2029		4,271.00	4,271.00
07/23/2026	Coupon	06051GHV4	200,000.00	BANK OF AMERICA CORP 3.194 07/23/2030		3,194.00	3,194.00
07/27/2026	Coupon	05592XAD2	19,717.32	BMWOT 2023-A A3 5.47 02/25/2028		76.25	76.25
07/27/2026	Principal Paydown	05592XAD2	19,717.32	BMWOT 2023-A A3 5.47 02/25/2028	2,559.46		2,559.46
07/27/2026	Coupon	05594HAD5	295,000.00	BMWLT 2025-2 A3 3.97 09/25/2028		975.96	975.96
07/27/2026	Coupon	3137F83Q4	650,000.00	FHMS K-121 A2 1.547 10/25/2030		837.96	837.96
07/27/2026	Coupon	3137F8ZV8	650,000.00	FHMS K-123 A2 1.621 12/25/2030		878.04	878.04
07/27/2026	Coupon	3137F9Z79	750,000.00	FHMS K-125 A2 1.846 01/25/2031		1,153.75	1,153.75
07/27/2026	Coupon	3137FG6X8	840,000.00	FHMS K-077 A2 3.85 05/25/2028		2,695.00	2,695.00
07/27/2026	Coupon	3137FKUP9	628,550.54	FHMS K-087 A2 3.771 12/25/2028		1,970.52	1,970.52
07/27/2026	Principal Paydown	3137FKUP9	628,550.54	FHMS K-087 A2 3.771 12/25/2028	782.57		782.57
07/27/2026	Coupon	3137FRUT6	600,000.00	FHMS K-106 A2 2.069 01/25/2030		1,034.50	1,034.50
07/27/2026	Coupon	3137FXZ35	650,000.00	FHMS K-127 A2 2.108 01/25/2031		1,141.83	1,141.83
07/27/2026	Coupon	46647PDG8	550,000.00	JPMORGAN CHASE & CO 4.851 07/25/2028		13,340.25	13,340.25
07/28/2026	Coupon	09247XAR2	850,000.00	BLACKROCK FINANCE INC 1.9 01/28/2031		8,075.00	8,075.00
07/31/2026	Coupon	69371RS80	675,000.00	PACCAR FINANCIAL CORP 4.6 01/31/2029		15,525.00	15,525.00
07/31/2026	Coupon	91282CGH8	700,000.00	UNITED STATES TREASURY 3.5 01/31/2028		12,250.00	12,250.00
07/31/2026	Coupon	91282CHQ7	800,000.00	UNITED STATES TREASURY 4.125 07/31/2028		16,500.00	16,500.00
07/31/2026	Coupon	91282CJW2	750,000.00	UNITED STATES TREASURY 4.0 01/31/2029		15,000.00	15,000.00
07/31/2026	Coupon	91282CJX0	850,000.00	UNITED STATES TREASURY 4.0 01/31/2031		17,000.00	17,000.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/31/2026	Coupon	91282CLC3	950,000.00	UNITED STATES TREASURY 4.0 07/31/2029		19,000.00	19,000.00
07/31/2026	Coupon	91282CMG3	800,000.00	UNITED STATES TREASURY 4.25 01/31/2030		17,000.00	17,000.00
07/31/2026	Coupon	91282CNN7	850,000.00	UNITED STATES TREASURY 3.875 07/31/2030		16,468.75	16,468.75
July 2026 Total					**17,595.90**	**248,164.67**	**265,760.57**
AUGUST 2026							
08/04/2026	Coupon	78016HZS2	500,000.00	ROYAL BANK OF CANADA 5.2 08/01/2028		13,000.00	13,000.00
08/07/2026	Coupon	06406RAB3	700,000.00	BANK OF NEW YORK MELLON CORP 3.442 02/07/2028		12,047.00	12,047.00
08/07/2026	Coupon	63743HFX5	670,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.95 02/07/2030		16,582.50	16,582.50
08/12/2026	Coupon	14913R3A3	330,000.00	CATERPILLAR FINANCIAL SERVICES CORP 3.6 08/12/2027		5,940.00	5,940.00
08/12/2026	Coupon	91159HJT8	250,000.00	US BANCORP 5.046 02/12/2031		6,307.50	6,307.50
08/17/2026	Coupon	161571HT4	460,000.00	CHAIT 2023-1 A 5.16 09/15/2028		1,978.00	1,978.00
08/17/2026	Coupon	34532BAG6	275,000.00	FORDO 2025-B A3 3.91 04/15/2030		896.04	896.04
08/17/2026	Coupon	34535VAD6	325,000.00	FORDO 2024-D A3 4.61 08/15/2029		1,248.54	1,248.54
08/17/2026	Principal Paydown	34535VAD6	325,000.00	FORDO 2024-D A3 4.61 08/15/2029	844.73		844.73
08/17/2026	Coupon	44935CAD3	335,000.00	HART 2025-A A3 4.32 10/15/2029		1,206.00	1,206.00
08/17/2026	Coupon	4581X0EN4	700,000.00	INTER-AMERICAN DEVELOPMENT BANK 4.125 02/15/2029		14,437.50	14,437.50
08/17/2026	Coupon	47787DAD3	195,000.00	JDOT 2026 A3 3.87 08/15/2030		721.50	721.50
08/17/2026	Coupon	477920AC6	49,113.11	JDOT 2023-B A3 5.18 03/15/2028		154.55	154.55
08/17/2026	Principal Paydown	477920AC6	49,113.11	JDOT 2023-B A3 5.18 03/15/2028	4,368.41		4,368.41
08/17/2026	Coupon	47800DAD6	265,000.00	JDOT 2025 A3 4.23 09/17/2029		934.13	934.13
08/17/2026	Coupon	58770YAD3	160,000.00	MBALT 2026-A A3 3.93 01/15/2030		524.00	524.00
08/17/2026	Coupon	89231GAD0	355,000.00	TAOT 2025-D A3 3.84 06/17/2030		1,136.00	1,136.00
08/17/2026	Coupon	89240QAD7	230,000.00	TAOT 2026-B A3 4.13 12/16/2030		808.83	808.83
08/17/2026	Coupon	9128283W8	600,000.00	UNITED STATES TREASURY 2.75 02/15/2028		8,250.00	8,250.00
08/21/2026	Coupon	438123AC5	88,095.52	HAROT 2023-4 A3 5.67 06/21/2028		334.27	334.27
08/21/2026	Principal Paydown	438123AC5	88,095.52	HAROT 2023-4 A3 5.67 06/21/2028	6,264.10		6,264.10
08/25/2026	Coupon	05592XAD2	19,717.32	BMWOT 2023-A A3 5.47 02/25/2028		64.59	64.59
08/25/2026	Principal Paydown	05592XAD2	19,717.32	BMWOT 2023-A A3 5.47 02/25/2028	2,497.74		2,497.74

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/25/2026	Coupon	05594HAD5	295,000.00	BMWLT 2025-2 A3 3.97 09/25/2028		975.96	975.96
08/25/2026	Coupon	3137F83Q4	650,000.00	FHMS K-121 A2 1.547 10/25/2030		837.96	837.96
08/25/2026	Coupon	3137F8ZV8	650,000.00	FHMS K-123 A2 1.621 12/25/2030		878.04	878.04
08/25/2026	Coupon	3137F9Z79	750,000.00	FHMS K-125 A2 1.846 01/25/2031		1,153.75	1,153.75
08/25/2026	Coupon	3137FG6X8	840,000.00	FHMS K-077 A2 3.85 05/25/2028		2,695.00	2,695.00
08/25/2026	Coupon	3137FKUP9	628,550.54	FHMS K-087 A2 3.771 12/25/2028		1,968.06	1,968.06
08/25/2026	Principal Paydown	3137FKUP9	628,550.54	FHMS K-087 A2 3.771 12/25/2028	721.97		721.97
08/25/2026	Coupon	3137FRUT6	600,000.00	FHMS K-106 A2 2.069 01/25/2030		1,034.50	1,034.50
08/25/2026	Coupon	3137FXZ35	650,000.00	FHMS K-127 A2 2.108 01/25/2031		1,141.83	1,141.83
08/27/2026	Coupon	14913UAJ9	300,000.00	CATERPILLAR FINANCIAL SERVICES CORP 4.85 02/27/2029		7,275.00	7,275.00
08/31/2026	Coupon	91282CCV1	950,000.00	UNITED STATES TREASURY 1.125 08/31/2028		5,343.75	5,343.75
08/31/2026	Coupon	91282CFH9	750,000.00	UNITED STATES TREASURY 3.125 08/31/2027		11,718.75	11,718.75
08/31/2026	Coupon	91282CFJ5	1,200,000.00	UNITED STATES TREASURY 3.125 08/31/2029		18,750.00	18,750.00
08/31/2026	Coupon	91282CKD2	800,000.00	UNITED STATES TREASURY 4.25 02/28/2029		17,000.00	17,000.00
08/31/2026	Coupon	91282CNX5	700,000.00	UNITED STATES TREASURY 3.625 08/31/2030		12,687.50	12,687.50
08/31/2026	Coupon	91282CQD6	750,000.00	UNITED STATES TREASURY 3.5 02/28/2031		13,125.00	13,125.00
August 2026 Total					**14,696.95**	**183,156.05**	**197,853.00**
SEPTEMBER 2026							
09/08/2026	Coupon	3130AWTR1	800,000.00	FEDERAL HOME LOAN BANKS 4.375 09/08/2028		17,500.00	17,500.00
09/09/2026	Coupon	931142EX7	250,000.00	WALMART INC 3.95 09/09/2027		4,937.50	4,937.50
09/11/2026	Coupon	89236TLB9	800,000.00	TOYOTA MOTOR CREDIT CORP 5.25 09/11/2028		21,000.00	21,000.00
09/15/2026	Coupon	084664CZ2	400,000.00	BERKSHIRE HATHAWAY FINANCE CORP 2.3 03/15/2027		4,600.00	4,600.00
09/15/2026	Coupon	161571HT4	460,000.00	CHAIT 2023-1 A 5.16 09/15/2028		1,978.00	1,978.00
09/15/2026	Effective Maturity	161571HT4	460,000.00	CHAIT 2023-1 A 5.16 09/15/2028	460,000.00		460,000.00
09/15/2026	Coupon	34532BAG6	275,000.00	FORDO 2025-B A3 3.91 04/15/2030		896.04	896.04
09/15/2026	Coupon	34535VAD6	325,000.00	FORDO 2024-D A3 4.61 08/15/2029		1,245.30	1,245.30
09/15/2026	Principal Paydown	34535VAD6	325,000.00	FORDO 2024-D A3 4.61 08/15/2029	12,945.93		12,945.93
09/15/2026	Coupon	44935CAD3	335,000.00	HART 2025-A A3 4.32 10/15/2029		1,206.00	1,206.00
09/15/2026	Coupon	47787DAD3	195,000.00	JDOT 2026 A3 3.87 08/15/2030		721.50	721.50

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/15/2026	Coupon	477920AC6	49,113.11	JDOT 2023-B A3 5.18 03/15/2028		135.70	135.70
09/15/2026	Principal Paydown	477920AC6	49,113.11	JDOT 2023-B A3 5.18 03/15/2028	4,335.55		4,335.55
09/15/2026	Coupon	47800DAD6	265,000.00	JDOT 2025 A3 4.23 09/17/2029		934.13	934.13
09/15/2026	Coupon	571748CA8	650,000.00	MARSH & MCLENNAN COMPANIES INC 4.65 03/15/2030		15,112.50	15,112.50
09/15/2026	Coupon	58770YAD3	160,000.00	MBALT 2026-A A3 3.93 01/15/2030		524.00	524.00
09/15/2026	Coupon	89231GAD0	355,000.00	TAOT 2025-D A3 3.84 06/17/2030		1,136.00	1,136.00
09/15/2026	Coupon	89240QAD7	230,000.00	TAOT 2026-B A3 4.13 12/16/2030		808.83	808.83
09/21/2026	Coupon	438123AC5	88,095.52	HAROT 2023-4 A3 5.67 06/21/2028		304.67	304.67
09/21/2026	Principal Paydown	438123AC5	88,095.52	HAROT 2023-4 A3 5.67 06/21/2028	6,134.26		6,134.26
09/25/2026	Coupon	05592XAD2	19,717.32	BMWOT 2023-A A3 5.47 02/25/2028		53.20	53.20
09/25/2026	Principal Paydown	05592XAD2	19,717.32	BMWOT 2023-A A3 5.47 02/25/2028	2,452.05		2,452.05
09/25/2026	Coupon	05594HAD5	295,000.00	BMWLT 2025-2 A3 3.97 09/25/2028		975.96	975.96
09/25/2026	Coupon	3137F83Q4	650,000.00	FHMS K-121 A2 1.547 10/25/2030		837.96	837.96
09/25/2026	Coupon	3137F8ZV8	650,000.00	FHMS K-123 A2 1.621 12/25/2030		878.04	878.04
09/25/2026	Coupon	3137F9Z79	750,000.00	FHMS K-125 A2 1.846 01/25/2031		1,153.75	1,153.75
09/25/2026	Coupon	3137FG6X8	840,000.00	FHMS K-077 A2 3.85 05/25/2028		2,695.00	2,695.00
09/25/2026	Coupon	3137FKUP9	628,550.54	FHMS K-087 A2 3.771 12/25/2028		1,965.80	1,965.80
09/25/2026	Principal Paydown	3137FKUP9	628,550.54	FHMS K-087 A2 3.771 12/25/2028	724.43		724.43
09/25/2026	Coupon	3137FRUT6	600,000.00	FHMS K-106 A2 2.069 01/25/2030		1,034.50	1,034.50
09/25/2026	Coupon	3137FXZ35	650,000.00	FHMS K-127 A2 2.108 01/25/2031		1,141.83	1,141.83
09/30/2026	Coupon	91282CFM8	600,000.00	UNITED STATES TREASURY 4.125 09/30/2027		12,375.00	12,375.00
09/30/2026	Coupon	91282CGT2	850,000.00	UNITED STATES TREASURY 3.625 03/31/2028		15,406.25	15,406.25
09/30/2026	Coupon	91282CJA0	850,000.00	UNITED STATES TREASURY 4.625 09/30/2028		19,656.25	19,656.25
09/30/2026	Coupon	91282CKG5	850,000.00	UNITED STATES TREASURY 4.125 03/31/2029		17,531.25	17,531.25
09/30/2026	Coupon	91282CLN9	1,200,000.00	UNITED STATES TREASURY 3.5 09/30/2029		21,000.00	21,000.00
09/30/2026	Coupon	91282CMU2	750,000.00	UNITED STATES TREASURY 4.0 03/31/2030		15,000.00	15,000.00
09/30/2026	Coupon	91282CPA3	700,000.00	UNITED STATES TREASURY 3.625 09/30/2030		12,687.50	12,687.50
09/30/2026	Coupon	91282CQG9	650,000.00	UNITED STATES TREASURY 3.875 03/31/2031		12,593.75	12,593.75
September 2026 Total					**486,592.21**	**210,026.20**	**696,618.41**
OCTOBER 2026							

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/01/2026	Coupon	828807DZ7	575,000.00	SIMON PROPERTY GROUP LP 4.375 10/01/2030		12,578.13	12,578.13
10/13/2026	Coupon	023135CF1	300,000.00	AMAZON.COM INC 3.3 04/13/2027		4,950.00	4,950.00
10/13/2026	Coupon	79466LAF1	700,000.00	SALESFORCE INC 3.7 04/11/2028		12,950.00	12,950.00
10/15/2026	Coupon	34532BAG6	275,000.00	FORDO 2025-B A3 3.91 04/15/2030		896.04	896.04
10/15/2026	Coupon	34535VAD6	325,000.00	FORDO 2024-D A3 4.61 08/15/2029		1,195.56	1,195.56
10/15/2026	Principal Paydown	34535VAD6	325,000.00	FORDO 2024-D A3 4.61 08/15/2029	17,959.69		17,959.69
10/15/2026	Coupon	44935CAD3	335,000.00	HART 2025-A A3 4.32 10/15/2029		1,206.00	1,206.00
10/15/2026	Coupon	47787DAD3	195,000.00	JDOT 2026 A3 3.87 08/15/2030		721.50	721.50
10/15/2026	Coupon	477920AC6	49,113.11	JDOT 2023-B A3 5.18 03/15/2028		116.98	116.98
10/15/2026	Principal Paydown	477920AC6	49,113.11	JDOT 2023-B A3 5.18 03/15/2028	4,878.21		4,878.21
10/15/2026	Coupon	47800DAD6	265,000.00	JDOT 2025 A3 4.23 09/17/2029		934.13	934.13
10/15/2026	Coupon	58770YAD3	160,000.00	MBALT 2026-A A3 3.93 01/15/2030		524.00	524.00
10/15/2026	Coupon	74340XBN0	550,000.00	PROLOGIS LP 2.125 04/15/2027		5,843.75	5,843.75
10/15/2026	Coupon	89231GAD0	355,000.00	TAOT 2025-D A3 3.84 06/17/2030		1,136.00	1,136.00
10/15/2026	Coupon	89240QAD7	230,000.00	TAOT 2026-B A3 4.13 12/16/2030		808.83	808.83
10/16/2026	Coupon	459058LN1	500,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.875 10/16/2029		9,687.50	9,687.50
10/20/2026	Coupon	61747YFD2	200,000.00	MORGAN STANLEY 5.164 04/20/2029		5,164.00	5,164.00
10/21/2026	Coupon	438123AC5	88,095.52	HAROT 2023-4 A3 5.67 06/21/2028		275.68	275.68
10/21/2026	Principal Paydown	438123AC5	88,095.52	HAROT 2023-4 A3 5.67 06/21/2028	5,922.95		5,922.95
10/26/2026	Coupon	05592XAD2	19,717.32	BMWOT 2023-A A3 5.47 02/25/2028		42.02	42.02
10/26/2026	Principal Paydown	05592XAD2	19,717.32	BMWOT 2023-A A3 5.47 02/25/2028	2,152.56		2,152.56
10/26/2026	Coupon	05594HAD5	295,000.00	BMWLT 2025-2 A3 3.97 09/25/2028		975.96	975.96
10/26/2026	Coupon	3137F83Q4	650,000.00	FHMS K-121 A2 1.547 10/25/2030		837.96	837.96
10/26/2026	Coupon	3137F8ZV8	650,000.00	FHMS K-123 A2 1.621 12/25/2030		878.04	878.04
10/26/2026	Coupon	3137F9Z79	750,000.00	FHMS K-125 A2 1.846 01/25/2031		1,153.75	1,153.75
10/26/2026	Coupon	3137FG6X8	840,000.00	FHMS K-077 A2 3.85 05/25/2028		2,695.00	2,695.00
10/26/2026	Coupon	3137FKUP9	628,550.54	FHMS K-087 A2 3.771 12/25/2028		1,963.52	1,963.52
10/26/2026	Principal Paydown	3137FKUP9	628,550.54	FHMS K-087 A2 3.771 12/25/2028	789.83		789.83
10/26/2026	Coupon	3137FRUT6	600,000.00	FHMS K-106 A2 2.069 01/25/2030		1,034.50	1,034.50
10/26/2026	Coupon	3137FXZ35	650,000.00	FHMS K-127 A2 2.108 01/25/2031		1,141.83	1,141.83
10/26/2026	Coupon	857477DB6	800,000.00	STATE STREET CORP 4.834 04/24/2030		19,336.00	19,336.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/30/2026	Coupon	3133ERDH1	550,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.75 04/30/2029		13,062.50	13,062.50
October 2026 Total					**31,703.23**	**102,109.19**	**133,812.42**
NOVEMBER 2026							
11/02/2026	Coupon	74456QBU9	450,000.00	PUBLIC SERVICE ELECTRIC AND GAS CO 3.7 05/01/2028		8,325.00	8,325.00
11/02/2026	Coupon	91282CDG3	700,000.00	UNITED STATES TREASURY 1.125 10/31/2026		3,937.50	3,937.50
11/02/2026	Final Maturity	91282CDG3	700,000.00	UNITED STATES TREASURY 1.125 10/31/2026	700,000.00		700,000.00
11/02/2026	Coupon	91282CFU0	1,050,000.00	UNITED STATES TREASURY 4.125 10/31/2027		21,656.25	21,656.25
11/02/2026	Coupon	91282CHA2	800,000.00	UNITED STATES TREASURY 3.5 04/30/2028		14,000.00	14,000.00
11/02/2026	Coupon	91282CKP5	800,000.00	UNITED STATES TREASURY 4.625 04/30/2029		18,500.00	18,500.00
11/02/2026	Coupon	91282CLR0	1,050,000.00	UNITED STATES TREASURY 4.125 10/31/2029		21,656.25	21,656.25
11/02/2026	Coupon	91282CMZ1	650,000.00	UNITED STATES TREASURY 3.875 04/30/2030		12,593.75	12,593.75
11/02/2026	Coupon	91282CPD7	700,000.00	UNITED STATES TREASURY 3.625 10/31/2030		12,687.50	12,687.50
11/10/2026	Coupon	037833ET3	95,000.00	APPLE INC 4.0 05/10/2028		1,900.00	1,900.00
11/12/2026	Coupon	023135BY1	450,000.00	AMAZON.COM INC 1.65 05/12/2028		3,712.50	3,712.50
11/16/2026	Coupon	34532BAG6	275,000.00	FORDO 2025-B A3 3.91 04/15/2030		896.04	896.04
11/16/2026	Coupon	34535VAD6	325,000.00	FORDO 2024-D A3 4.61 08/15/2029		1,126.57	1,126.57
11/16/2026	Principal Paydown	34535VAD6	325,000.00	FORDO 2024-D A3 4.61 08/15/2029	17,607.90		17,607.90
11/16/2026	Coupon	44935CAD3	335,000.00	HART 2025-A A3 4.32 10/15/2029		1,206.00	1,206.00
11/16/2026	Principal Paydown	44935CAD3	335,000.00	HART 2025-A A3 4.32 10/15/2029	8,365.37		8,365.37
11/16/2026	Coupon	47787DAD3	195,000.00	JDOT 2026 A3 3.87 08/15/2030		721.50	721.50
11/16/2026	Coupon	477920AC6	49,113.11	JDOT 2023-B A3 5.18 03/15/2028		95.92	95.92
11/16/2026	Principal Paydown	477920AC6	49,113.11	JDOT 2023-B A3 5.18 03/15/2028	5,500.83		5,500.83
11/16/2026	Coupon	47800DAD6	265,000.00	JDOT 2025 A3 4.23 09/17/2029		934.13	934.13
11/16/2026	Coupon	58770YAD3	160,000.00	MBALT 2026-A A3 3.93 01/15/2030		524.00	524.00
11/16/2026	Coupon	89231GAD0	355,000.00	TAOT 2025-D A3 3.84 06/17/2030		1,136.00	1,136.00
11/16/2026	Coupon	89240QAD7	230,000.00	TAOT 2026-B A3 4.13 12/16/2030		808.83	808.83
11/16/2026	Coupon	9128285M8	650,000.00	UNITED STATES TREASURY 3.125 11/15/2028		10,156.25	10,156.25
11/16/2026	Coupon	91282CLX7	875,000.00	UNITED STATES TREASURY 4.125 11/15/2027		18,046.88	18,046.88
11/16/2026	Coupon	927804GH1	115,000.00	VIRGINIA ELECTRIC AND POWER CO 3.75 05/15/2027		2,156.25	2,156.25

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/23/2026	Coupon	438123AC5	88,095.52	HAROT 2023-4 A3 5.67 06/21/2028		247.70	247.70
11/23/2026	Principal Paydown	438123AC5	88,095.52	HAROT 2023-4 A3 5.67 06/21/2028	5,791.57		5,791.57
11/25/2026	Coupon	05592XAD2	19,717.32	BMWOT 2023-A A3 5.47 02/25/2028		32.21	32.21
11/25/2026	Principal Paydown	05592XAD2	19,717.32	BMWOT 2023-A A3 5.47 02/25/2028	2,055.48		2,055.48
11/25/2026	Coupon	05594HAD5	295,000.00	BMWLT 2025-2 A3 3.97 09/25/2028		975.96	975.96
11/25/2026	Coupon	3137F83Q4	650,000.00	FHMS K-121 A2 1.547 10/25/2030		837.96	837.96
11/25/2026	Coupon	3137F8ZV8	650,000.00	FHMS K-123 A2 1.621 12/25/2030		878.04	878.04
11/25/2026	Coupon	3137F9Z79	750,000.00	FHMS K-125 A2 1.846 01/25/2031		1,153.75	1,153.75
11/25/2026	Coupon	3137FG6X8	840,000.00	FHMS K-077 A2 3.85 05/25/2028		2,695.00	2,695.00
11/25/2026	Coupon	3137FKUP9	628,550.54	FHMS K-087 A2 3.771 12/25/2028		1,961.04	1,961.04
11/25/2026	Principal Paydown	3137FKUP9	628,550.54	FHMS K-087 A2 3.771 12/25/2028	729.64		729.64
11/25/2026	Coupon	3137FRUT6	600,000.00	FHMS K-106 A2 2.069 01/25/2030		1,034.50	1,034.50
11/25/2026	Coupon	3137FXZ35	650,000.00	FHMS K-127 A2 2.108 01/25/2031		1,141.83	1,141.83
11/30/2026	Coupon	91282CHE4	875,000.00	UNITED STATES TREASURY 3.625 05/31/2028		15,859.38	15,859.38
11/30/2026	Coupon	91282CKT7	600,000.00	UNITED STATES TREASURY 4.5 05/31/2029		13,500.00	13,500.00
11/30/2026	Coupon	91282CMA6	1,100,000.00	UNITED STATES TREASURY 4.125 11/30/2029		22,687.50	22,687.50
11/30/2026	Coupon	91282CNG2	700,000.00	UNITED STATES TREASURY 4.0 05/31/2030		14,000.00	14,000.00
11/30/2026	Coupon	91282CPN5	700,000.00	UNITED STATES TREASURY 3.5 11/30/2030		12,250.00	12,250.00
November 2026 Total					**740,050.78**	**246,031.98**	**986,082.77**
DECEMBER 2026							
12/07/2026	Coupon	46647PAX4	225,000.00	JPMORGAN CHASE & CO 4.452 12/05/2029		5,008.50	5,008.50
12/09/2026	Coupon	3130AWMN7	550,000.00	FEDERAL HOME LOAN BANKS 4.375 06/09/2028		12,031.25	12,031.25
12/14/2026	Coupon	91159HJM3	550,000.00	US BANCORP 5.775 06/12/2029		15,881.25	15,881.25
12/15/2026	Coupon	34532BAG6	275,000.00	FORDO 2025-B A3 3.91 04/15/2030		896.04	896.04
12/15/2026	Coupon	34535VAD6	325,000.00	FORDO 2024-D A3 4.61 08/15/2029		1,058.92	1,058.92
12/15/2026	Principal Paydown	34535VAD6	325,000.00	FORDO 2024-D A3 4.61 08/15/2029	16,567.44		16,567.44
12/15/2026	Coupon	44935CAD3	335,000.00	HART 2025-A A3 4.32 10/15/2029		1,175.88	1,175.88
12/15/2026	Principal Paydown	44935CAD3	335,000.00	HART 2025-A A3 4.32 10/15/2029	18,931.03		18,931.03
12/15/2026	Coupon	47787DAD3	195,000.00	JDOT 2026 A3 3.87 08/15/2030		721.50	721.50
12/15/2026	Coupon	477920AC6	49,113.11	JDOT 2023-B A3 5.18 03/15/2028		72.18	72.18

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/15/2026	Principal Paydown	477920AC6	49,113.11	JDOT 2023-B A3 5.18 03/15/2028	3,750.05		3,750.05
12/15/2026	Coupon	47800DAD6	265,000.00	JDOT 2025 A3 4.23 09/17/2029		934.13	934.13
12/15/2026	Coupon	58770YAD3	160,000.00	MBALT 2026-A A3 3.93 01/15/2030		524.00	524.00
12/15/2026	Coupon	89231GAD0	355,000.00	TAOT 2025-D A3 3.84 06/17/2030		1,136.00	1,136.00
12/15/2026	Coupon	89240QAD7	230,000.00	TAOT 2026-B A3 4.13 12/16/2030		808.83	808.83
12/21/2026	Coupon	438123AC5	88,095.52	HAROT 2023-4 A3 5.67 06/21/2028		220.33	220.33
12/21/2026	Principal Paydown	438123AC5	88,095.52	HAROT 2023-4 A3 5.67 06/21/2028	5,550.40		5,550.40
12/25/2026	Coupon	05592XAD2	19,717.32	BMWOT 2023-A A3 5.47 02/25/2028		22.84	22.84
12/25/2026	Principal Paydown	05592XAD2	19,717.32	BMWOT 2023-A A3 5.47 02/25/2028	1,979.02		1,979.02
12/25/2026	Coupon	05594HAD5	295,000.00	BMWLT 2025-2 A3 3.97 09/25/2028		975.96	975.96
12/25/2026	Principal Paydown	05594HAD5	295,000.00	BMWLT 2025-2 A3 3.97 09/25/2028	2,408.15		2,408.15
12/25/2026	Coupon	3137F83Q4	650,000.00	FHMS K-121 A2 1.547 10/25/2030		837.96	837.96
12/25/2026	Coupon	3137F8ZV8	650,000.00	FHMS K-123 A2 1.621 12/25/2030		878.04	878.04
12/25/2026	Coupon	3137F9Z79	750,000.00	FHMS K-125 A2 1.846 01/25/2031		1,153.75	1,153.75
12/25/2026	Coupon	3137FG6X8	840,000.00	FHMS K-077 A2 3.85 05/25/2028		2,695.00	2,695.00
12/25/2026	Coupon	3137FKUP9	628,550.54	FHMS K-087 A2 3.771 12/25/2028		1,958.74	1,958.74
12/25/2026	Principal Paydown	3137FKUP9	628,550.54	FHMS K-087 A2 3.771 12/25/2028	794.79		794.79
12/25/2026	Coupon	3137FRUT6	600,000.00	FHMS K-106 A2 2.069 01/25/2030		1,034.50	1,034.50
12/25/2026	Coupon	3137FXZ35	650,000.00	FHMS K-127 A2 2.108 01/25/2031		1,141.83	1,141.83
12/28/2026	Coupon	437076DC3	235,000.00	HOME DEPOT INC 4.75 06/25/2029		5,581.25	5,581.25
12/31/2026	Coupon	91282CEW7	650,000.00	UNITED STATES TREASURY 3.25 06/30/2027		10,562.50	10,562.50
12/31/2026	Coupon	91282CGC9	525,000.00	UNITED STATES TREASURY 3.875 12/31/2027		10,171.88	10,171.88
12/31/2026	Coupon	91282CHK0	850,000.00	UNITED STATES TREASURY 4.0 06/30/2028		17,000.00	17,000.00
12/31/2026	Coupon	91282CJQ5	800,000.00	UNITED STATES TREASURY 3.75 12/31/2030		15,000.00	15,000.00
12/31/2026	Coupon	91282CJR3	650,000.00	UNITED STATES TREASURY 3.75 12/31/2028		12,187.50	12,187.50
12/31/2026	Coupon	91282CKX8	950,000.00	UNITED STATES TREASURY 4.25 06/30/2029		20,187.50	20,187.50
12/31/2026	Coupon	91282CMD0	1,100,000.00	UNITED STATES TREASURY 4.375 12/31/2029		24,062.50	24,062.50
12/31/2026	Coupon	91282CNK3	1,000,000.00	UNITED STATES TREASURY 3.875 06/30/2030		19,375.00	19,375.00
December 2026 Total					**49,980.89**	**185,295.57**	**235,276.46**
JANUARY 2027							

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/07/2027	Coupon	02665WEM9	500,000.00	AMERICAN HONDA FINANCE CORP 5.125 07/07/2028		12,812.50	12,812.50
01/11/2027	Coupon	89115A2M3	550,000.00	TORONTO-DOMINION BANK 5.156 01/10/2028		14,179.00	14,179.00
01/13/2027	Coupon	45950KDD9	240,000.00	INTERNATIONAL FINANCE CORP 4.5 07/13/2028		5,400.00	5,400.00
01/14/2027	Coupon	24422EXB0	650,000.00	JOHN DEERE CAPITAL CORP 4.95 07/14/2028		16,087.50	16,087.50
01/15/2027	Coupon	34532BAG6	275,000.00	FORDO 2025-B A3 3.91 04/15/2030		896.04	896.04
01/15/2027	Coupon	34535VAD6	325,000.00	FORDO 2024-D A3 4.61 08/15/2029		995.28	995.28
01/15/2027	Principal Paydown	34535VAD6	325,000.00	FORDO 2024-D A3 4.61 08/15/2029	16,286.71		16,286.71
01/15/2027	Coupon	44935CAD3	335,000.00	HART 2025-A A3 4.32 10/15/2029		1,107.73	1,107.73
01/15/2027	Principal Paydown	44935CAD3	335,000.00	HART 2025-A A3 4.32 10/15/2029	18,541.41		18,541.41
01/15/2027	Coupon	47787DAD3	195,000.00	JDOT 2026 A3 3.87 08/15/2030		721.50	721.50
01/15/2027	Coupon	477920AC6	49,113.11	JDOT 2023-B A3 5.18 03/15/2028		55.99	55.99
01/15/2027	Principal Paydown	477920AC6	49,113.11	JDOT 2023-B A3 5.18 03/15/2028	6,264.80		6,264.80
01/15/2027	Coupon	47800DAD6	265,000.00	JDOT 2025 A3 4.23 09/17/2029		934.13	934.13
01/15/2027	Principal Paydown	47800DAD6	265,000.00	JDOT 2025 A3 4.23 09/17/2029	2,220.38		2,220.38
01/15/2027	Coupon	58770YAD3	160,000.00	MBALT 2026-A A3 3.93 01/15/2030		524.00	524.00
01/15/2027	Coupon	756109AU8	525,000.00	REALTY INCOME CORP 3.65 01/15/2028		9,581.25	9,581.25
01/15/2027	Coupon	756109AX2	250,000.00	REALTY INCOME CORP 3.25 01/15/2031		4,062.50	4,062.50
01/15/2027	Coupon	89231GAD0	355,000.00	TAOT 2025-D A3 3.84 06/17/2030		1,136.00	1,136.00
01/15/2027	Coupon	89240QAD7	230,000.00	TAOT 2026-B A3 4.13 12/16/2030		808.83	808.83
01/20/2027	Coupon	06051GGF0	400,000.00	BANK OF AMERICA CORP 3.824 01/20/2028		7,648.00	7,648.00
01/20/2027	Effective Maturity	06051GGF0	400,000.00	BANK OF AMERICA CORP 3.824 01/20/2028	400,000.00		400,000.00
01/21/2027	Coupon	438123AC5	88,095.52	HAROT 2023-4 A3 5.67 06/21/2028		194.11	194.11
01/21/2027	Principal Paydown	438123AC5	88,095.52	HAROT 2023-4 A3 5.67 06/21/2028	5,440.27		5,440.27
01/25/2027	Coupon	05592XAD2	19,717.32	BMWOT 2023-A A3 5.47 02/25/2028		13.82	13.82
01/25/2027	Principal Paydown	05592XAD2	19,717.32	BMWOT 2023-A A3 5.47 02/25/2028	1,948.17		1,948.17
01/25/2027	Coupon	05594HAD5	295,000.00	BMWLT 2025-2 A3 3.97 09/25/2028		967.99	967.99
01/25/2027	Principal Paydown	05594HAD5	295,000.00	BMWLT 2025-2 A3 3.97 09/25/2028	37,341.54		37,341.54
01/25/2027	Coupon	06051GHM4	200,000.00	BANK OF AMERICA CORP 4.271 07/23/2029		4,271.00	4,271.00
01/25/2027	Coupon	06051GHV4	200,000.00	BANK OF AMERICA CORP 3.194 07/23/2030		3,194.00	3,194.00
01/25/2027	Coupon	3137F83Q4	650,000.00	FHMS K-121 A2 1.547 10/25/2030		837.96	837.96

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/25/2027	Coupon	3137F8ZV8	650,000.00	FHMS K-123 A2 1.621 12/25/2030		878.04	878.04
01/25/2027	Coupon	3137F9Z79	750,000.00	FHMS K-125 A2 1.846 01/25/2031		1,153.75	1,153.75
01/25/2027	Coupon	3137FG6X8	840,000.00	FHMS K-077 A2 3.85 05/25/2028		2,695.00	2,695.00
01/25/2027	Coupon	3137FKUP9	628,550.54	FHMS K-087 A2 3.771 12/25/2028		1,956.25	1,956.25
01/25/2027	Principal Paydown	3137FKUP9	628,550.54	FHMS K-087 A2 3.771 12/25/2028	734.88		734.88
01/25/2027	Coupon	3137FRUT6	600,000.00	FHMS K-106 A2 2.069 01/25/2030		1,034.50	1,034.50
01/25/2027	Coupon	3137FXZ35	650,000.00	FHMS K-127 A2 2.108 01/25/2031		1,141.83	1,141.83
01/25/2027	Coupon	46647PDG8	550,000.00	JPMORGAN CHASE & CO 4.851 07/25/2028		13,340.25	13,340.25
01/28/2027	Coupon	09247XAR2	850,000.00	BLACKROCK FINANCE INC 1.9 01/28/2031		8,075.00	8,075.00
January 2027 Total					**488,778.15**	**116,703.75**	**605,481.90**
FEBRUARY 2027							
02/01/2027	Coupon	69371RS80	675,000.00	PACCAR FINANCIAL CORP 4.6 01/31/2029		15,525.00	15,525.00
02/01/2027	Coupon	78016HZS2	500,000.00	ROYAL BANK OF CANADA 5.2 08/01/2028		13,000.00	13,000.00
02/01/2027	Coupon	91282CGH8	700,000.00	UNITED STATES TREASURY 3.5 01/31/2028		12,250.00	12,250.00
02/01/2027	Coupon	91282CHQ7	800,000.00	UNITED STATES TREASURY 4.125 07/31/2028		16,500.00	16,500.00
02/01/2027	Coupon	91282CJW2	750,000.00	UNITED STATES TREASURY 4.0 01/31/2029		15,000.00	15,000.00
02/01/2027	Coupon	91282CJX0	850,000.00	UNITED STATES TREASURY 4.0 01/31/2031		17,000.00	17,000.00
02/01/2027	Coupon	91282CLC3	950,000.00	UNITED STATES TREASURY 4.0 07/31/2029		19,000.00	19,000.00
02/01/2027	Coupon	91282CMG3	800,000.00	UNITED STATES TREASURY 4.25 01/31/2030		17,000.00	17,000.00
02/01/2027	Coupon	91282CNN7	850,000.00	UNITED STATES TREASURY 3.875 07/31/2030		16,468.75	16,468.75
02/08/2027	Coupon	06406RAB3	700,000.00	BANK OF NEW YORK MELLON CORP 3.442 02/07/2028		12,047.00	12,047.00
02/08/2027	Effective Maturity	06406RAB3	700,000.00	BANK OF NEW YORK MELLON CORP 3.442 02/07/2028	700,000.00		700,000.00
02/08/2027	Coupon	63743HFX5	670,000.00	NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP 4.95 02/07/2030		16,582.50	16,582.50
02/12/2027	Coupon	14913R3A3	330,000.00	CATERPILLAR FINANCIAL SERVICES CORP 3.6 08/12/2027		5,940.00	5,940.00
02/12/2027	Coupon	91159HJT8	250,000.00	US BANCORP 5.046 02/12/2031		6,307.50	6,307.50
02/15/2027	Coupon	34532BAG6	275,000.00	FORDO 2025-B A3 3.91 04/15/2030		896.04	896.04
02/15/2027	Coupon	34535VAD6	325,000.00	FORDO 2024-D A3 4.61 08/15/2029		932.71	932.71
02/15/2027	Principal Paydown	34535VAD6	325,000.00	FORDO 2024-D A3 4.61 08/15/2029	16,122.96		16,122.96

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
02/15/2027	Coupon	44935CAD3	335,000.00	HART 2025-A A3 4.32 10/15/2029		1,040.98	1,040.98
02/15/2027	Principal Paydown	44935CAD3	335,000.00	HART 2025-A A3 4.32 10/15/2029	18,363.36		18,363.36
02/15/2027	Coupon	47787DAD3	195,000.00	JDOT 2026 A3 3.87 08/15/2030		721.50	721.50
02/15/2027	Coupon	477920AC6	49,113.11	JDOT 2023-B A3 5.18 03/15/2028		28.95	28.95
02/15/2027	Principal Paydown	477920AC6	49,113.11	JDOT 2023-B A3 5.18 03/15/2028	5,219.10		5,219.10
02/15/2027	Coupon	47800DAD6	265,000.00	JDOT 2025 A3 4.23 09/17/2029		926.30	926.30
02/15/2027	Principal Paydown	47800DAD6	265,000.00	JDOT 2025 A3 4.23 09/17/2029	18,076.94		18,076.94
02/15/2027	Coupon	58770YAD3	160,000.00	MBALT 2026-A A3 3.93 01/15/2030		524.00	524.00
02/15/2027	Coupon	89231GAD0	355,000.00	TAOT 2025-D A3 3.84 06/17/2030		1,136.00	1,136.00
02/15/2027	Coupon	89240QAD7	230,000.00	TAOT 2026-B A3 4.13 12/16/2030		808.83	808.83
02/16/2027	Coupon	4581X0EN4	700,000.00	INTER-AMERICAN DEVELOPMENT BANK 4.125 02/15/2029		14,437.50	14,437.50
02/16/2027	Coupon	9128283W8	600,000.00	UNITED STATES TREASURY 2.75 02/15/2028		8,250.00	8,250.00
02/22/2027	Coupon	438123AC5	88,095.52	HAROT 2023-4 A3 5.67 06/21/2028		168.40	168.40
02/22/2027	Principal Paydown	438123AC5	88,095.52	HAROT 2023-4 A3 5.67 06/21/2028	5,350.36		5,350.36
02/25/2027	Coupon	05592XAD2	19,717.32	BMWOT 2023-A A3 5.47 02/25/2028		4.94	4.94
02/25/2027	Effective Maturity	05592XAD2	19,717.32	BMWOT 2023-A A3 5.47 02/25/2028	1,083.94		1,083.94
02/25/2027	Coupon	05594HAD5	295,000.00	BMWLT 2025-2 A3 3.97 09/25/2028		844.45	844.45
02/25/2027	Principal Paydown	05594HAD5	295,000.00	BMWLT 2025-2 A3 3.97 09/25/2028	27,642.71		27,642.71
02/25/2027	Coupon	3137F83Q4	650,000.00	FHMS K-121 A2 1.547 10/25/2030		837.96	837.96
02/25/2027	Coupon	3137F8ZV8	650,000.00	FHMS K-123 A2 1.621 12/25/2030		878.04	878.04
02/25/2027	Coupon	3137F9Z79	750,000.00	FHMS K-125 A2 1.846 01/25/2031		1,153.75	1,153.75
02/25/2027	Coupon	3137FG6X8	840,000.00	FHMS K-077 A2 3.85 05/25/2028		2,695.00	2,695.00
02/25/2027	Coupon	3137FKUP9	628,550.54	FHMS K-087 A2 3.771 12/25/2028		1,953.94	1,953.94
02/25/2027	Principal Paydown	3137FKUP9	628,550.54	FHMS K-087 A2 3.771 12/25/2028	737.38		737.38
02/25/2027	Coupon	3137FRUT6	600,000.00	FHMS K-106 A2 2.069 01/25/2030		1,034.50	1,034.50
02/25/2027	Coupon	3137FXZ35	650,000.00	FHMS K-127 A2 2.108 01/25/2031		1,141.83	1,141.83
February 2027 Total					**792,596.75**	**223,036.38**	**1,015,633.13**
MARCH 2027							
03/01/2027	Coupon	14913UAJ9	300,000.00	CATERPILLAR FINANCIAL SERVICES CORP 4.85 02/27/2029		7,275.00	7,275.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/01/2027	Coupon	91282CCV1	950,000.00	UNITED STATES TREASURY 1.125 08/31/2028		5,343.75	5,343.75
03/01/2027	Coupon	91282CFH9	750,000.00	UNITED STATES TREASURY 3.125 08/31/2027		11,718.75	11,718.75
03/01/2027	Coupon	91282CFJ5	1,200,000.00	UNITED STATES TREASURY 3.125 08/31/2029		18,750.00	18,750.00
03/01/2027	Coupon	91282CKD2	800,000.00	UNITED STATES TREASURY 4.25 02/28/2029		17,000.00	17,000.00
03/01/2027	Coupon	91282CNX5	700,000.00	UNITED STATES TREASURY 3.625 08/31/2030		12,687.50	12,687.50
03/01/2027	Coupon	91282CQD6	750,000.00	UNITED STATES TREASURY 3.5 02/28/2031		13,125.00	13,125.00
03/08/2027	Coupon	3130AWTR1	800,000.00	FEDERAL HOME LOAN BANKS 4.375 09/08/2028		17,500.00	17,500.00
03/09/2027	Coupon	931142EX7	250,000.00	WALMART INC 3.95 09/09/2027		4,937.50	4,937.50
03/11/2027	Coupon	89236TLB9	800,000.00	TOYOTA MOTOR CREDIT CORP 5.25 09/11/2028		21,000.00	21,000.00
03/15/2027	Coupon	084664CZ2	400,000.00	BERKSHIRE HATHAWAY FINANCE CORP 2.3 03/15/2027		4,600.00	4,600.00
03/15/2027	Final Maturity	084664CZ2	400,000.00	BERKSHIRE HATHAWAY FINANCE CORP 2.3 03/15/2027	400,000.00		400,000.00
03/15/2027	Coupon	34532BAG6	275,000.00	FORDO 2025-B A3 3.91 04/15/2030		896.04	896.04
03/15/2027	Coupon	34535VAD6	325,000.00	FORDO 2024-D A3 4.61 08/15/2029		870.77	870.77
03/15/2027	Principal Paydown	34535VAD6	325,000.00	FORDO 2024-D A3 4.61 08/15/2029	15,641.50		15,641.50
03/15/2027	Coupon	44935CAD3	335,000.00	HART 2025-A A3 4.32 10/15/2029		974.88	974.88
03/15/2027	Principal Paydown	44935CAD3	335,000.00	HART 2025-A A3 4.32 10/15/2029	17,829.27		17,829.27
03/15/2027	Coupon	47787DAD3	195,000.00	JDOT 2026 A3 3.87 08/15/2030		721.50	721.50
03/15/2027	Coupon	477920AC6	49,113.11	JDOT 2023-B A3 5.18 03/15/2028		6.42	6.42
03/15/2027	Effective Maturity	477920AC6	49,113.11	JDOT 2023-B A3 5.18 03/15/2028	1,486.87		1,486.87
03/15/2027	Coupon	47800DAD6	265,000.00	JDOT 2025 A3 4.23 09/17/2029		862.58	862.58
03/15/2027	Principal Paydown	47800DAD6	265,000.00	JDOT 2025 A3 4.23 09/17/2029	13,157.60		13,157.60
03/15/2027	Coupon	571748CA8	650,000.00	MARSH & MCLENNAN COMPANIES INC 4.65 03/15/2030		15,112.50	15,112.50
03/15/2027	Coupon	58770YAD3	160,000.00	MBALT 2026-A A3 3.93 01/15/2030		524.00	524.00
03/15/2027	Coupon	89231GAD0	355,000.00	TAOT 2025-D A3 3.84 06/17/2030		1,136.00	1,136.00
03/15/2027	Coupon	89240QAD7	230,000.00	TAOT 2026-B A3 4.13 12/16/2030		808.83	808.83
03/22/2027	Coupon	438123AC5	88,095.52	HAROT 2023-4 A3 5.67 06/21/2028		143.12	143.12
03/22/2027	Principal Paydown	438123AC5	88,095.52	HAROT 2023-4 A3 5.67 06/21/2028	5,207.17		5,207.17
03/25/2027	Coupon	05594HAD5	295,000.00	BMWLT 2025-2 A3 3.97 09/25/2028		753.00	753.00

Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
03/25/2027	Principal Paydown	05594HAD5	295,000.00	BMWLT 2025-2 A3 3.97 09/25/2028	28,103.77		28,103.77
03/25/2027	Coupon	3137F83Q4	650,000.00	FHMS K-121 A2 1.547 10/25/2030		837.96	837.96
03/25/2027	Coupon	3137F8ZV8	650,000.00	FHMS K-123 A2 1.621 12/25/2030		878.04	878.04
03/25/2027	Coupon	3137F9Z79	750,000.00	FHMS K-125 A2 1.846 01/25/2031		1,153.75	1,153.75
03/25/2027	Coupon	3137FG6X8	840,000.00	FHMS K-077 A2 3.85 05/25/2028		2,695.00	2,695.00
03/25/2027	Coupon	3137FKUP9	628,550.54	FHMS K-087 A2 3.771 12/25/2028		1,951.62	1,951.62
03/25/2027	Principal Paydown	3137FKUP9	628,550.54	FHMS K-087 A2 3.771 12/25/2028	926.69		926.69
03/25/2027	Coupon	3137FRUT6	600,000.00	FHMS K-106 A2 2.069 01/25/2030		1,034.50	1,034.50
03/25/2027	Coupon	3137FXZ35	650,000.00	FHMS K-127 A2 2.108 01/25/2031		1,141.83	1,141.83
March 2027 Total					**482,352.88**	**166,439.84**	**648,792.73**
Grand Total			**193,011,477.34**		**3,156,408.04**	**2,012,315.60**	**5,168,723.65**

Chandler Asset Management, Inc. ("Chandler") is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at www.chandlerasset.com.

Information contained in this monthly statement is confidential and is provided for informational purposes only and should not be construed as specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of this statement, but may become outdated or superseded at any time without notice.

Custody: Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

Valuation: Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance: Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

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Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

Ratings: Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest.

LGIP Yields: Reported yields for local government investment pools may be presented as either the 30-day yield or the monthly distribution yield, as applicable. For certain funds, the 30-day yield is calculated using reported daily yield data. Yield calculations are subject to change and may not be directly comparable across funds.

LAIF Yields: Additional Disclosure for CA Clients - As a result of a reporting lag from the Local Agency Investment Fund (LAIF), reported LAIF yields represent the most recently available Daily Effective Yield and may reflect data from approximately 7–10 days prior to month-end.

Benchmark	Disclosure
ICE BofA 1-5 Yr US Treasury & Agency Index	The ICE BofA 1-5 Year US Treasury & Agency Index tracks the performance of US dollar denominated US Treasury and nonsubordinated US agency debt issued in the US domestic market. Qualifying securities must have an investment grade rating (based on an average of Moody's, S&P and Fitch). Qualifying securities must have at least one year remaining term to final maturity and less than five years remaining term to final maturity, at least 18 months to maturity at time of issuance, a fixed coupon schedule, and a minimum amount outstanding of $1 billion for sovereigns and $250 million for agencies.

CITY OF FOUNTAIN VALLEY
CITY COUNCIL
COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: June 2, 2026

SUBJECT: Authorization to Issue a Purchase Order to Stryker Sales, LLC for Five (5) LIFEPAK 35 Monitors-Defibrillators with a contingency, Five (5) Years of Warranty/Service Coverage, and Required Accessory Equipment in the Amount of $318,500.

Three-Year Strategic Goals

- ☐ Cultivate a welcoming culture and safe environment that makes our community "A Nice Place to Live."
- ☐ Ensure long-term fiscal stability by evaluating processes, and attract and retain revenue producing businesses/opportunities.
- ☐ Attract and retain quality staff through best practices and trends.
- ☐ Maintain, build, plan for, and modernize infrastructure to support the growth and future needs of the City.
- ☒ Not applicable.

EXECUTIVE SUMMARY

Cardiac monitors/defibrillators are critical, life-saving devices used on every advanced life support (ALS) emergency medical response and must remain reliable, up to date, and compliant with Orange County Emergency Medical Services (OC-EMS) policies and procedures. Staff conducted a field evaluation of the Styker LIFEPAK 35 cardiac monitor and compared its performance to the Department's current Zoll X-Series monitors during emergency responses. Based on field feedback, paramedic usability, and operational performance, Staff recommends replacing our current monitors with the LIFEPAK 35. Staff is requesting authorization to purchase five (5) LIFEPAK 35 cardiac monitor-defibrillators to replace the Department's existing Zoll X-Series cardiac monitor-defibrillators, which were purchased in 2019 and have exceeded their intended service life. The recommended purchase with a small contingency can be completed within the existing Fiscal Year 2025/26 Capital Replacement Fund allocation. No additional funding is required.

DISCUSSION

The Fire Department's current Zoll X-Series cardiac monitors were purchased in 2019 and placed on a five-year replacement cycle. These devices are used daily in a demanding 9-1-1 environment and are essential for cardiac monitoring, defibrillation, transcutaneous pacing, 12-lead ECG acquisition and transmission, capnography, and CPR feedback. Our current cardiac

monitors have exceeded their intended service life by two (2) years, raising concerns about their effectiveness in high-pressure situations. Staff have concerns about the long-term reliability and technical support of the cardiac monitors as they are currently out of warranty. The warranty was not extended this year in anticipation of their replacement. The decision not to replace the monitors at the end of the 2024-2025 fiscal year was based on the expectation of securing an Assistance for Firefighters Grant (AFG) to purchase the new equipment, which did not materialize after two attempts.

Staff conducted a field trial of the Stryker LIFEPAK 35 cardiac monitor during live emergency responses and directly compared its performance with the Department's current Zoll X-Series monitors. The evaluation focused on ease of use, screen visibility, ECG acquisition, defibrillation functionality, and overall usability. Participating paramedics preferred the LIFEPAK 35. Staff also evaluated the new Zoll Zenix Monitor/Defibrillator at a recent EMS conference and found it to be very similar in features and functionality to the LIFEPAK 35.

FISCAL REVIEW

Zoll and Stryker are the two major manufacturers used in Orange County, providing FDA-approved cardiac monitors/defibrillators that meet the fire department's requirements. OCFA and HBFD recently transitioned to the Stryker LIFEPAK 35 monitors. Both agencies border Fountain Valley, and having identical medical equipment will help with interoperability and consistency during mutual aid responses. To ensure the best pricing, staff solicited competitive bids from both Stryker and Zoll. A list of required equipment and warranty/service needs was provided to both vendors. The quotes from both vendors are attached to this staff report.

Cardiac Monitor	Total Purchase Price (Including Unit Costs, Accessories, Trade-In Discounts, and Tax)
Stryker LIFEPAK 35	$315,801.62
Zoll Zenix	$325,696.18

The current adopted budget includes sufficient funding for this purchase. The current allocation for Fiscal Year 2025/26 within the Capital Replacement Fund 64: Equipment/Paramedics for the purchase of "Cardiac Monitors" is $318,500. After thorough research and due diligence, Staff secured detailed quotes from both vendors. Both quotes encompass not only the acquisition of the new cardiac monitors but also five (5) years of warranty and service, in addition to essential accessory equipment. These upgrades are designed to fully support both the present and anticipated future operational and EMS needs of the fire department. Importantly, no additional funding will be required to finalize this purchase, as there is a surplus of $2,698.38 that can be used as a contingency if needed.

PUBLIC NOTIFICATION

Not applicable.

ENVIRONMENTAL IMPACT REVIEW
Not applicable.

ATTORNEY REVIEW
This does not require the Attorney for the City review or approval.

ALTERNATIVES

Alternative No. 1: Approve this action, thereby authorizing the purchase of five (5) LIFEPAK 35 Monitors-Defibrillators, five (5) Years of Warranty/Service Coverage, and Required Accessory Equipment with a small contingency in the Amount of $318,500.

Alternative No. 2: Do not approve this action and direct staff to research alternatives.

RECOMMENDATION
Staff is requesting City Council approval of Alternative No. 1, thereby authorizing the purchase of five (5) LIFEPAK 35 Monitors-Defibrillators, five (5) Years of Warranty/Service Coverage, and Required Accessory Equipment, with a small contingency, in the Amount of $318,500.

Prepared by: David Dukellis, Battalion Chief, Lauren Lee, EMS Manager and Tim Saiki, Division Chief

Reviewed by: Chris Nigg, Fire Chief

Fiscal Review by: Ryan Smith, Finance Director

Approved by: Maggie Le, City Manager

Attachments:

1. Stryker LIFEPAK 35 Quote
2. Zoll Zenix Quote

stryker

LP35

Quote Number: 11032393

Version: 1€

Prepared For: FOUNTAIN VALLEY FIRE DEPT€

Attn:€

€

€

Quote Date: 05/13/2026

Expiration Date: 06/30/2026

Contract Start: 12/06/2024€

Contract End: 12/06/2024€

Remit to:
Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Division: Medical

Rep: Ryan Lovelady

Email: ryan.lovelady@stryker.com

Phone Number:

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	FOUNTAIN VALLEY FIRE DEPT	Name:	FOUNTAIN VALLEY FIRE DEPT	Name:	FOUNTAIN VALLEY FIRE DEPT€
Account #:	20040084	Account #:	20040084	Account #:	20040084€
Address:	10200 SLATER AVE	Address:	10200 SLATER AVE	Address:	10200 SLATER AVE€
	FOUNTAIN VALLEY€		FOUNTAIN VALLEY		FOUNTAIN VALLEY€
	California€92708-4736€		California€92708-4736		California€92708-4736

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0€	70335-000042€	LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/ CELL/LN/CPRIN,STD,BT	5	$47,288.00	$236,440.00
2.0€	11335-000001€	LIFEPAK FLEX Lithium-Ion Battery	10	$850.00	$8,500.00
3.0€	11140-000102€	LIFEPAK FLEX Battery Charger	2	$2,550.00	$5,100.00
4.0€	11140-000131€	AC Power Cord (North America, hospital grade)	2	$91.80	$183.60
5.0€	11335-000005€	LIFEPAK Printer Kit	5	$2,550.00	$12,750.00
6.0€	11335-000008€	LIFEPAK 35 Storage Bag Kit	5	$510.00	$2,550.00
7.0€	11996-000519€	LNCS-II Reusable rainbow 8-wavelength Adult Sensor	5	$755.65	$3,778.25
8.0€	11996-000520€	LNCS-II Reusable rainbow 8-wavelength Pediatric Sensor	5	$831.30	$4,156.50
			Equipment Total:		$273,458.35

Trade In€Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-ZX-LP35	TRADE IN ZOLL X-SERIES FOR LP35	5	-$6,500.00	-$32,500.00

ProCare Products:

stryker

LP35

Quote Number:	11032393	Remit to:	Stryker Sales, LLC 21343 NETWORK PLACE CHICAGO IL 60673-1213 USA
Version:	1€	Division:	Medical
Prepared For:	FOUNTAIN VALLEY FIRE DEPT€	Rep:	Ryan Lovelady
	Attn:€€	Email:	ryan.lovelady@stryker.com
	€	Phone Number:	
	€		
Quote Date:	05/13/2026		
Expiration Date:	06/30/2026		
Contract Start:	12/06/2024€		
Contract End:	12/06/2024€		

#	Product	Description	Qty	Sell Price	Total
€0.1€	LIFEPK35-FLD-PRO	Lifepak35 for LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/CELL/LN/CPRIN,STD,BT€ *12/07/2024€€12/06/2029€* ƒ Parts, Labor, Travel ƒ Preventative Maintenance ƒ Batteries Service€	5	$11,030.80€	$55,154.00€

ProCare Total:	$55,154.00

Price Totals:

Estimated Sales Tax (7.750%):	$18,674.27
Shipping and Handling:	$1,015.00
Grand Total:	$315,801.62

Comments:

Sourcewell Contract 041823-STY

Prices: In effect for 30 days

Terms: Net 30 Days

stryker

LP35

Quote Number:	11032393	Remit to:	Stryker Sales, LLC 21343 NETWORK PLACE CHICAGO IL 60673-1213 USA
Version:	1€	Division:	Medical
Prepared For:	FOUNTAIN VALLEY FIRE DEPT€	Rep:	Ryan Lovelady
	Attn:€€	Email:	ryan.lovelady@stryker.com
	€	Phone Number:	
	€		
Quote Date:	05/13/2026		
Expiration Date:	06/30/2026		
Contract Start:	12/06/2024€		
Contract End:	12/06/2024€		

Shipping & Handling Includes:
Standard freight, special packaging, semi rigging cranes, labor & delivery of equipment to final location, removal of all packaging, pre-delivery site check, education/training
€
Terms and Conditions:€
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker•s prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical,s terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

ZOLL Medical Corporation
269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

Quote No: Q-137432 Version: 1

Fountain Valley Fire Department
PO Box 8030
Fountain Valley, CA 92728

ZOLL Customer No: 7913

Lauren Lee
7143741789
lauren.lee@fountainvalley.org

Quote No: Q-137432
Version: 1

Issued Date: April 15, 2026
Expiration Date: June 30, 2026

Terms: Net due in 30 days

FOB: Destination

Freight: Free Freight

Prepared by: Catherine Prophet
EMS Territory Manager
cprophet@zoll.com
949-436-4369

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1	CH-57475	8116-11-41-23101-10-USA	**Zenix Monitor/Defibrillator, EMS, Fire Configuration** 12-lead, Pacing, SpO2, SpCO, EtCO2, NIBP, Real BVM Help, Real CPR Help - Includes: SurePower 4 Battery, Zenix Power Cord (NA), Zenix MFC Cable, Zenix 12-lead ECG Cable (AAMI), Masimo RD Rainbow SET Patient Cable (4 ft, EMS), Zenix AC-DC External Power Supply, Zenix Accuvent Z-Link Cable, Zenix NIBP Patient Hose, Zenix NIBP Cuff (Reusable, Adult Plus), Zenix Z-Fold Paper, Zenix MFC Self Test Plug Kit, and One (1)-year EMS warranty. Parameter Details: Real CPR Help - Dashboard display of CPR Depth and Rate for Adult and Pediatric patients, Visual and audio prompts to coach CPR depth (Adult patient only), Release bar to ensure adequate release off the chest, Metronome to coach rate for Adult and Pediatric patients. See-Thru ® CPR artifact filtering • 12-Lead ECG with Inovise Interpretative Algorithm (Full 12 ECG lead view with both dynamic and static 12-lead mode display. 12-Lead ECG cable - includes 4-Lead limb lead cable and removable precordial 6-Lead set) • ZOLL Noninvasive Pacing Technology • Real BVM Help: Dashboard provides real-time ventilation feedback on both volume and rate for intubated and non-intubated patients. AccuVent Z-Link Cable included. (Accuvent disposable sensors sold separately) • SunTech NIBP technology. 10 foot single lumen hose and SunTech Reusable Adult Plus Cuff included • Masimo SpO2 & SpCO with Signal Extraction Technology (SET), Rainbow SET® •	5	$65,250.00	$53,450.00	$267,250.00
2	CH-57475	8016-000111-01	**SurePower 4 Battery**	10	$1,180.00	$1,038.40	$10,384.00

ZOLL Medical Corporation
269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

Fountain Valley Fire Department
Quote No: Q-137432 Version: 1

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
3	CH-57475	8016-001000	**SurePower 4 Charger Adapter**	8	$450.00	$395.00	$3,160.00
4	CH-57475	8050-0030-01	**SurePower Charging Station** 4 Charging bays, Multiple chemistry compatible, 200 watt capacity, Graphic driven user interface, RS-232 Communication port, Standard one (1) year warranty	2	$3,224.93	$2,567.42	$5,134.84
5	CH-57475	98-0599-4C	**Zenix NIBP Cuff, Large Adult Plus**	5	$30.00	$26.40	$132.00
6	CH-57475	98-0599-4K	**Zenix NIBP Cuff, Small Adult Plus**	5	$30.00	$26.40	$132.00
7	CH-57475	98-0599-41	**Zenix NIBP Cuff, Child**	5	$20.00	$17.60	$88.00
8	CH-19953	8000-000862	**Masimo LNCS-II Rainbow DCI 8λ SpCO Adult Sensor, 3ft**	5	$927.00	$676.71	$3,383.55
9	CH-57475	8016-000860-01	**Zenix Carry Case, Large**	5	$490.00	$430.00	$2,150.00
10		8400-110045	**CaseReview Premium Subscription, X Series / Zenix, 5 Year- Hosted** Provides detailed post-case information, including CPR quality on compression depth, rate, pause time and release velocity, as well as ECG, shocks, EtCO2 and SpO2 vital signs.	5	$2,616.00	$2,616.00	$13,080.00
11		8778-890055-WF-ZNX	**Zenix Worry-Free Service Plan - 5 Years - On-Site - At Time of Sale** Includes: Annual preventive maintenance, battery charger repairs per ZOLL Limited Product Warranty, SurePower 4 Battery replacement upon verified failure, accidental damage coverage, on-site service, and pod replacement upon verified failure. Shipping and use of a Service Loaner upon request, during device service, no charge shipping. Service Plan is a continuation of ZOLL Limited Product Warranty. Battery replacement and accidental damage guidelines can be found in the ExpertCare Service Plan Terms and Conditions on the ZOLL website.	5	$12,190.00	$10,971.00	$54,855.00
12	CH-19953	8000-000467	**rainbow® DCI-P SC-400 - SpHb, SpMet, SpO2 Pediatric reusable finger sensor**	5	$1,379.17	$1,006.79	$5,033.95
13		6008-9901-61	**ZOLL X Series Trade In Allowance (EMS Group)** See Trade Unit Considerations.	5		($7,500.00)	($37,500.00)

Subtotal: $327,283.34

Total: $327,283.34

ZOLL Medical Corporation
269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

Fountain Valley Fire Department
Quote No: Q-137432 Version: 1

Contract Reference	Description
CH-19953	Reflects Service Contract Worry Free X Series Modifier 2023 contract pricing. Notwithstanding anything to the contrary herein, the terms and conditions set forth in Service Contract Worry Free X Series Modifier 2023 shall apply to the customer's purchase of the products set forth on this quote.
CH-57475	Reflects National Purchasing Partners (NPP) contract PS25850 Pricing. Notwithstanding anything to the contrary herein, the terms and conditions set forth in the NPP contract PS25850 shall apply to the customer's purchase of the products set forth on this quote.

Trade Unit Considerations
Trade-In values valid through June 30, 2026 if all equipment purchased is in good operational and cosmetic condition and includes all standard accessories. Trade-In values are dependent on the quantity and configuration of the ZOLL devices listed on this quotation. Customer assumes responsibility for shipping trade-in equipment at the quantities listed on the trade line items in this quotation to ZOLL's Chelmsford Headquarters within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at https://www.zoll.com/terms-and-conditions-of-sale, for software products can be found at https://www.zoll.com/software-legal, and for ExpertCare Service Plans can be found at https://www.zoll.com/ExpertCare-Service-Terms. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. Delivery will be made upon availability.
2. This Quote expires on June 30, 2026. Pricing is subject to change after this date.
3. Applicable tax, shipping & handling will be added at the time of invoicing.
4. All purchase orders are subject to credit approval before being accepted by ZOLL.
5. To place an order, please forward the purchase order with a copy of this quotation to esales@zoll.com or via fax to 978-421-0015.
6. All discounts from list price are contingent upon payment within the agreed upon terms.
7. Place your future accessory orders online by visiting the ZOLL web store.

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Order Information (to be completed by the customer)

[ ] Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)

[ ] Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

[ ] Yes PO Number: _____ PO Amount: _____
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)

[ ] No (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

Fountain Valley Fire Department
Authorized Signature:

_____

Name: _____

Title: _____

Date: _____

269 Mill Road
Chelmsford, Massachusetts 01824-4105
978·421·9655 (main)
978·421·0025 (fax)
www.zoll.com

Fountain Valley Fire Department
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ALS/BLS Software Solutions Master Software, SaaS and Services Agreement and Addenda Acknowledgement Form

The terms and conditions applicable to ZOLL Medical Corporation's Software Solutions products can be found at https://www.zoll.com/software-legal. By signing below, the Customer acknowledges and agrees to those terms and conditions. The person signing below represents and warrants that she or he has the authority to bind the Customer to those terms and conditions.

Customer

Signature:

_____

Name: _____

Title: _____

Company: _____

Company Address: _____

Date: _____