



Regular Meeting Agenda July 11, 2017

Placentia City Council
Placentia City Council as Successor to the Placentia
Redevelopment Agency
Placentia Industrial Commercial
Development Authority

Craig S. Green
Mayor

Chad P. Wanke
Mayor Pro Tem

Rhonda Shader
Council Member

Ward Smith
Council Member

Jeremy B. Yamaguchi
Council Member

Patrick J. Melia
City Clerk

Kevin A. Larson
City Treasurer

Damien R. Arrula
City Administrator

Christian L. Bettenhausen
City Attorney

City of Placentia
401 E. Chapman Avenue
Placentia, CA 92870

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Mission Statement

The City Council is committed to keeping Placentia a pleasant place by providing a safe family atmosphere, superior public services and policies that promote the highest standards of community life.

Vision Statement

The City of Placentia will maintain an open, honest, responsive and innovative government that delivers quality services in a fair and equitable manner while optimizing available resources.

Copies of all agenda materials are available for public review in the Office of the City Clerk, online at www.placentia.org, and at the Placentia Library Reference Desk. Persons who have questions concerning any agenda item may call the City Clerk's Office, (714) 993-8231, to make inquiry concerning the nature of the item described on the agenda.

Procedures for Addressing the Council/Board Members

Any person who wishes to speak regarding an item on the agenda or on a subject within the City's jurisdiction during the "**Oral Communications**" portion of the agenda should fill out a "**Speaker Request Form**" and give it to the City Clerk BEFORE that portion of the agenda is called. Testimony for Public Hearings will only be taken at the time of the hearing. Any person who wishes to speak on a Public Hearing item should fill out a "**Speaker Request Form**" and give it to the City Clerk BEFORE the item is called.

The Council and Board members encourage free expression of all points of view. To allow all persons the opportunity to speak, please keep your remarks brief. If others have already expressed your position, you may simply indicate that you agree with a previous speaker. If appropriate, a spokesperson may present the views of an entire group. To encourage all views, the Council and Board discourage clapping, booing or shouts of approval or disagreement from the audience.

PLEASE SILENCE ALL PAGERS, CELL PHONES, AND OTHER ELECTRONIC EQUIPMENT WHILE COUNCIL AND BOARD MEMBERS ARE IN SESSION.

Special Accommodations

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (714) 993-8231. Notification 48 hours prior to the meeting will generally enable City Staff to make reasonable arrangements to ensure accessibility. (28 CFR 35.102.35.104 ADA Title II)

In compliance with California Government Code § 54957.5, any writings or documents provided to a majority of the City Council regarding any item on this agenda that are not exempt from disclosure under the Public Records Act will be made available for public inspection at the City Clerk's Office at City Hall, 401 East Chapman Avenue, Placentia, during normal business hours.

Study Sessions are open to the public and held in the City Council Chambers or City Hall Community Room. Executive Sessions are held in the Council Caucus Room. While the public may be in attendance during oral announcements preceding Executive Sessions, Executive Sessions are not open to the public.

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA- CLOSED SESSION**

July 11, 2017

**5:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

ROLL CALL: Councilmember/Board Member Smith
Councilmember/Board Member Shader
Councilmember/Board Member Yamaguchi
Mayor Pro Tem/Board Vice Chair Wanke
Mayor/Board Chair Green

ORAL COMMUNICATIONS:

At this time the public may address the City Council and Boards of Directors concerning any items on the Closed Session Agenda only. There is a five (5) minute time limit for each individual addressing the City Council and Boards of Directors.

The City Council and Boards of Directors will recess to the City Council Caucus Room for the purpose of conducting their Closed Session proceedings.

CITY COUNCIL:

1. Pursuant to Government Code Section 54956.9(d)(2):
CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION
Significant exposure to litigation: (1 case)

2. Pursuant to Government Code Section 54957.6
CONFERENCE WITH LABOR NEGOTIATOR
City Designated Representatives: Damien R. Arrula, City Administrator
Steve Pischel, Director of Administrative Services
Employee Organization: Placentia Police Management Association (PPMA)

3. Pursuant to Government Code Section 54956.9(d)(4):
CONFERENCE WITH LEGAL COUNSEL – POTENTIAL INITIATION OF LITIGATION
Significant exposure to litigation: (1 case)

RECESS: The City Council and Boards of Directors will recess to their 7:00 p.m. Regular Meeting.

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA
July 11, 2017
7:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

ROLL CALL: Councilmember/Board Member Smith
Councilmember/Board Member Shader
Councilmember/Board Member Yamaguchi
Mayor Pro Tem/Board Vice Chair Wanke
Mayor/Board Chair Green

INVOCATION: Police Chaplain Sterling Bennett

PLEDGE OF ALLEGIANCE: Police Chief Lenyi

PRESENTATIONS:

- a. **Proclamation declaring July as National Parks and Recreation Month**
Recipients: Director of Community Services Sandra Gonzalez
Presenters: Mayor Green and City Administrator Arrula

CLOSED SESSION REPORT:

CITY ADMINISTRATOR REPORT:

ORAL COMMUNICATIONS:

At this time the public may address the City Council and Boards of Directors concerning any agenda item, which is not a public hearing item, or on matters within the jurisdiction of the City Council and Boards of Directors. There is a five (5) minute time limit for each individual addressing the City Council and Boards of Directors.

CITY COUNCIL/BOARD MEMBER COMMENTS:

1. CONSENT CALENDAR (Items 1.a. through 1.h.):

All items on the Consent Calendar are considered routine and are enacted by one motion approving the recommended action listed on the Agenda. Any Member of the City Council and Boards of Directors or City Administrator may request an item be removed from the Consent Calendar for discussion. All items removed shall be considered immediately following action on the remaining items.

1.a. Consideration to Waive Reading in Full of all Ordinances and Resolutions

Fiscal Impact: None

Recommended Action: Approve.

**1.b. City Fiscal Year 2016-17 Register for July 11, 2017
Check Register**

Fiscal Impact: \$1,098,480.58

Electronic Disbursement Register

Fiscal Impact: \$213,662.70

**City Fiscal Year 2017-18 Register for July 11, 2017
Check Register**

Fiscal Impact: \$89,820.00
Electronic Disbursement Register
Fiscal Impact: \$351,872.35

Recommended Action: It is recommended that the City Council:
1) Receive and file

1.c. **Minutes of the City Council/Successor/ICDA Meeting–June through October 2016**
Recommended Action: Approve

1.d. **Professional Services Agreement with HF&H Consultants, LLC for AB 1826 Negotiation of Commercial Organics Services Rates**
Fiscal Impact: Expense: \$49,500
Revenue: \$49,500 Fiscal Year 2017-18 Operating Budget (General Fund)
Recommended Action: It is recommended that the City Council:
1) Approve a Professional Services Agreement with HF&H Consultants, Inc. for AB 1826 Negotiation of Commercial Organic Service Rates in the amount of \$49,500; and
2) Authorize the City Administrator to execute all necessary documents, in a form approved by the City Attorney.

1.e. **Purchase and Installation of New Police Department Lockers and Allocation of Asset Forfeiture Funds**
Fiscal Impact: Allocation of Asset Forfeiture Funds in an Amount Not-to-Exceed \$170,000 For the Purchase of New Lockers. No General Fund Dollars will be Utilized For this Project.
Recommended Action: It is recommended that the City Council:
1) Approve the purchase and installation of new lockers for the Police Department from McMurray Stern in an amount not-to-exceed \$170,000; and
2) Authorize the City Administrator and/or his designee to execute all necessary documents in a form approved by the City Attorney.

1.f. **Resolution Approving Amendment No. 1 to the Design-Build-Operate-Maintain Agreement for Freeway-Oriented City Entry/Display Sign and Adoption of an Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program Therefor**
Fiscal Impact: General Fund Revenue: \$150,000 Annual Minimum
Recommended Action: It is recommended that the City Council:
1) Adopt a Resolution of the City Council of the City of Placentia, California approving Amendment No. 1 to the Design, Build, Operate and Maintain Agreement between the City of Placentia and Lamar Central Outdoor, LLC for the construction and operation of one (1) Freeway-Oriented Entry Sign and Adopting an Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program, Prepared in Accordance with the California Environmental Quality Act.

1.g. **Agreement for Law Enforcement Court Liaison Services with the City of La Habra**
Fiscal Impact: Expense: \$31,015
Budgeted: \$31,015 (Departmental Contract Services)
Recommended Action: It is recommended that the City Council:
1) Approve the Agreement for Law Enforcement Court Liaison Services with the City of La Habra in the amount of \$31,015 with a term ending June 30, 2018; and
2) Authorize the City Administrator and/or his designee to execute all the necessary documents, in a form approved by the City Attorney.

1.h. **Community Facilities District No. 2014-01 (Public Safety Services) Annual Special Tax Rate for Fiscal Year 2017-18**
Fiscal Impact: Maximum of \$28,912
Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution R-2017-XX, a Resolution of the City Council of the City of Placentia, California setting the levy of an Annual Special Tax for Community Facilities District No. 2014-01 (Public Services); and
- 2) Authorize inclusion of the Annual Special Tax for Community Facilities District No. 2014-01 (Public Services) for Fiscal Year 2017-18 on the Orange County Secured Property Tax Roll.

2. PUBLIC HEARING:

2.a. Review and Adoption of The Old Town Revitalization Plan, Old Town Streetscape Master Plan, General Plan Amendment 2017-02 and Zone Change 2017-02 to Establish the Old Town Zoning District and New Development Standards

Fiscal Impact: Potential for up to \$926,000 in annual General Fund revenue and \$8.3 million in one-time restricted revenue including development impact fees.

Infrastructure costs associated with the Old Town District will be funded by Impact fees and annual assessments. No General Fund dollars will be utilized for the proposed District.

Recommended Action: It is recommended that the City Council:

- 1) Open the Public Hearing concerning General Plan Amendment 2017-02 and Zone Change 2017-02; and
- 2) Receive the Staff Report and consider all Public Testimony; and
- 3) Close the Public Hearing; and
- 4) Adopt Resolution No. R-2017-XX, A Resolution of the City Council of the City of Placentia, California, adopting Negative Declaration 2017-02 for the project in accordance with the California Environmental Quality Act (CEQA) (Public Resources Code §§ 21000-21177) and pursuant to §15063 of Title 14 of the California Code of Regulations (CCR); adopting an amendment to the City of Placentia General Plan (GPA 2017-02), adopting Old Town Placentia Revitalization Plan, and adopting the Streetscape Master Plan for the Old Town Placentia (OT) District; and
- 5) Waive full reading, by title only, and introduce for first reading Ordinance No. O-2017-XX, an Ordinance of the City Council of the City of Placentia, California Approving Zone Change 2017-02, establishing a new zoning district and development standards for the Old Town District for the approximately 32 acre project area.

3. REGULAR AGENDA: NONE

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Council/Board Members may make requests or ask questions of Staff. If a Council/Board Member would like to have formal action taken on a requested matter, it will be placed on a future Council or Board Agenda.

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors will adjourn to Tuesday, July 18, 2017 at 5:00 p.m.

TENTATIVE AGENDA FORECAST

The Tentative Agenda Forecast is subject to change up until the posting of the Agenda for the Council Meeting listed below:

- Establish Debt Management Policy
- Renewal Agreement with All City Management for crossing guard services
- Notice of Completion for Pedestrian Accessibility Project Phase V
- Siemens Traffic Signal Maintenance Agreement term extension
- Agreement with St. Jude to accept Healthy Communities Initiative Grant
- Purchase of new Police Department CAD/RMS

CERTIFICATION OF POSTING

I, Rosanna Ramirez, Chief Deputy City Clerk of the City of Placentia and Assistant Secretary of the Industrial Commercial Development Authority and Successor Agency, hereby certify that the Agenda for the July 11, 2017 meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority was posted on July 6, 2017.

Rosanna Ramirez, Chief Deputy City Clerk

**City of Placentia
Check Register**

For 07/11/2017
FY16/17

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Grand Total: 1,098,480.58

Check Totals by ID

AP	1,098,480.58
EP	0.00
IP	0.00
OP	0.00

Fund Name	<u>Check Totals by Fund</u>
101-General Fund (0010)	627,642.40
208-Scssr Agency Ret Oblg (0054)	1,554.00
225-Asset Seizure (0021)	23,024.48
260-Street Lighting Distret (0028)	29,905.28
265-Landscape Maintenance (0029)	14,051.66
275-Sewer Maintenance (0048)	515.35
401-City Capital Projects (0033)	114,164.60
501-Refuse Administration (0037)	216,843.50
601-Employee Health & Wlfre (0039)	1,574.60
605-Risk Management (0040)	60,116.92
701-Special Deposits (0044)	9,087.79

Void Total: 0.00
Check Total: 1,098,480.58

Check Total: 1,098,480.58

**1.b.
July 11, 2017**

City of Placentia
Check Register
For 07/05/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ORANGE COUNTY V000699	P/E 6/13/17 PD DATE 6/13/17	0010-2176 PCEA/OCEA Assoc Dues	PY17913	9.62	2610/1701913		00094689	06/13/2017
					Check Total:	9.62			
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 6/13/17 PD DATE 6/13/17	0010-2176 PCEA/OCEA Assoc Dues	PY17913	1.00	2615/1701913		00094690	06/13/2017
					Check Total:	1.00			
MW OH	ALBERT GROVER & V007111	MARCH TRAFFIC ENGINEERING SVS	103550-6015 Engineering Services	AP062217	7,770.00	17183-IN	P10928	00094691	06/22/2017
MW OH	ALBERT GROVER & V007111	MARCH TRAFFIC ENGINEERING SVS	333552-6185 / 6112040019-6185 Construction Services	AP062217	420.00	17183-IN	P10928	00094691	06/22/2017
MW OH	ALBERT GROVER & V007111	MARCH TRAFFIC ENGINEERING SVS	333552-6185 / 61056-6185 Construction Services	AP062217	770.00	17183-IN	P10928	00094691	06/22/2017
MW OH	ALBERT GROVER & V007111	APRIL TRAFFIC ENGINEERING SVS	333552-6185 / 6112040019-6185 Construction Services	AP062217	840.00	17236-IN	P10928	00094691	06/22/2017
MW OH	ALBERT GROVER & V007111	APRIL TRAFFIC ENGINEERING SVS	333552-6185 / 61056-6185 Construction Services	AP062217	560.00	17236-IN	P10928	00094691	06/22/2017
MW OH	ALBERT GROVER & V007111	APRIL TRAFFIC ENGINEERING SVS	103550-6015 Engineering Services	AP062217	6,020.00	17236-IN	P10928	00094691	06/22/2017
MW OH	ALBERT GROVER & V007111	TRAFFIC SIGNAL MODIFICATIONS	103652-6099 Professional Services	AP062217	3,300.00	17239-IN	P11032	00094691	06/22/2017
					Check Total:	19,680.00			
MW OH	ALL CITY MANAGEMENT V000005	4/23-5/6 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP062217	3,025.75	48831	P10941	00094692	06/22/2017
MW OH	ALL CITY MANAGEMENT V000005	4/23-6/3 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP062217	3,025.75	49190	P10941	00094692	06/22/2017
MW OH	ALL CITY MANAGEMENT V000005	5/21-6/3 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP062217	2,723.18	49437	P10941	00094692	06/22/2017
					Check Total:	8,774.68			
MW OH	ARCOR INC	DEC-JAN CONSULTING PRINCIPAL	101005-6005	AP062217	1,330.00	01312017		00094693	06/22/2017

**City of Placentia
Check Register
For 07/05/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010211		Legal Services						
				Check Total:	1,330.00				
MW OH	ARRULA, DAMIEN V009711	ICSC TRAVEL REIMBURSEMENT	101511-6245 Meetings & Conferences	AP062217	36.00	061517		00094694	06/22/2017
				Check Total:	36.00				
MW OH	AT & T V008736	6/7-7/6 TC INTERNET SVS	109595-6215 Telephone	AP062217	50.78	JUNE T/C 17		00094695	06/22/2017
				Check Total:	50.78				
MW OH	AT & T MOBILITY V008709	5/8-6/7 IPAD CHARGES	109595-6215 Telephone	AP062217	377.23	X06152017		00094696	06/22/2017
				Check Total:	377.23				
MW OH	BIGGS CARDOSA V010461	APR ENGINEERING SVS	333552-6185 / 61116-6185 Construction Services	AP062217	22,432.10	71608	P11051	00094697	06/22/2017
				Check Total:	22,432.10				
MW OH	BLODGETT BAYLOSIS V010467	CEQA SERVICES - OLD TOWN	103550-6017 Special Studies	AP062217	17,850.00	171535	P11060	00094698	06/22/2017
MW OH	BLODGETT BAYLOSIS V010467	CEQA SERVICES - OLD TOWN	103550-6017 Special Studies	AP062217	6,785.00	171548	P11060	00094698	06/22/2017
				Check Total:	24,635.00				
MW OH	BREA ROOFING V003463	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP062217	100.00	30-17-022		00094699	06/22/2017
				Check Total:	100.00				
MW OH	CALIFORNIA FORENSIC V000232	MAY BLOOD TEST	103040-6055 Medical Services	AP062217	1,459.50	05.31.17		00094700	06/22/2017
				Check Total:	1,459.50				
MW OH	CALIFORNIA MARKETING V009347	WATER BOTTLES, LANYARDS	101512-6301 Special Department Supplies	AP062217	309.68	73368		00094701	06/22/2017
				Check Total:	309.68				
MW OH	CALIFORNIA NEWSPAPER	MAY LEGAL ADVERTISING	102531-6225	AP062217	444.00	0000323167		00094702	06/22/2017

User: Teri Knutson

Page: 2

07/05/2017 :Date

Report: AP1400M <3.00>: AP: Warrant List - Machine

08:59:29 :Time

City of Placentia
Check Register
For 07/05/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V009955		Advertising/Promotional						
MW OH	CALIFORNIA NEWSPAPER V009955	MAY LEGAL ADVERTISING	101002-6299 Other Purchased Services	AP062217	4,437.04	0000323167		00094702	06/22/2017
Check Total:					4,881.04				
MW OH	CANON FINANCIAL SERVICES V008867	JUNE FAX LEASE	109595-6175 Office Equipment Rental	AP062217	20.48	17380004		00094703	06/22/2017
MW OH	CANON FINANCIAL SERVICES V008867	JUNE COPIER USAGE	109595-6175 Office Equipment Rental	AP062217	3,925.09	17423902		00094703	06/22/2017
MW OH	CANON FINANCIAL SERVICES V008867	JUNE COPIER USAGE	109595-6175 Office Equipment Rental	AP062217	276.07	17423904		00094703	06/22/2017
Check Total:					4,221.64				
MW OH	CANON SOLUTIONS AMERICA V008809	MAY COPIER USAGE	109595-6175 Office Equipment Rental	AP062217	233.97	4022389059		00094704	06/22/2017
MW OH	CANON SOLUTIONS AMERICA V008809	JUNE COPIER BASE CHARGES	109595-6175 Office Equipment Rental	AP062217	11.00	4022394411		00094704	06/22/2017
MW OH	CANON SOLUTIONS AMERICA V008809	MAY COPIER USAGE	109595-6175 Office Equipment Rental	AP062217	498.67	4022398180		00094704	06/22/2017
MW OH	CANON SOLUTIONS AMERICA V008809	MAY COPIER USAGE	109595-6175 Office Equipment Rental	AP062217	23.49	4022403332		00094704	06/22/2017
Check Total:					767.13				
MW OH	CELLEBRITE USA INC V008838	UFED SOFTWARE RENEWAL	103042-6290 Dept. Contract Services	AP062217	3,700.00	INVUS182514	P11040	00094705	06/22/2017
MW OH	CELLEBRITE USA INC V008838	UFED 4PC UPGRADE	103042-6290 Dept. Contract Services	AP062217	3,085.00	INVUS182514	P11040	00094705	06/22/2017
Check Total:					6,785.00				
MW OH	CENTURY BUSINESS V010180	2/26-5/25 COPIER OVERAGES	109595-6175 Office Equipment Rental	AP062217	578.98	AR48211		00094706	06/22/2017
Check Total:					578.98				
MW OH	CITY CLERKS ASSOCIATION	CCAC JOB WEBSITE POSTING	101512-6225	AP062217	200.00	20160393		00094707	06/22/2017

**City of Placentia
Check Register
For 07/05/2017**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010474		Advertising/Promotional						
				Check Total:	200.00				
MW OH	CITY OF BREA V000125	PRINTING SERVICES	101512-6315 Office Supplies	AP062217	7.28	ASCS000284		00094708	06/22/2017
MW OH	CITY OF BREA V000125	PRINTING SERVICES	102020-6230 Printing & Binding	AP062217	24.32	ASCS000284		00094708	06/22/2017
MW OH	CITY OF BREA V000125	PRINTING SERVICES	101511-6315 Office Supplies	AP062217	17.33	ASCS000284		00094708	06/22/2017
				Check Total:	48.93				
MW OH	CITY OF PLACENTIA V000773	PAYROLL TRAINING MEAL, PARKING	102020-6245 Meetings & Conferences	AP062217	21.32	JUNE 2017		00094709	06/22/2017
MW OH	CITY OF PLACENTIA V000773	PAYROLL TAX TRAINING MILEAGE	102020-6245 Meetings & Conferences	AP062217	9.52	JUNE 2017		00094709	06/22/2017
MW OH	CITY OF PLACENTIA V000773	JANITORIAL SUPPLIES	102020-6315 Office Supplies	AP062217	14.56	JUNE 2017		00094709	06/22/2017
MW OH	CITY OF PLACENTIA V000773	PAYROLL TAX TRAINING MEAL	102020-6245 Meetings & Conferences	AP062217	8.17	JUNE 2017		00094709	06/22/2017
MW OH	CITY OF PLACENTIA V000773	DUPLICATE KEY	102020-6315 Office Supplies	AP062217	2.12	JUNE 2017		00094709	06/22/2017
MW OH	CITY OF PLACENTIA V000773	BUDGET BOOKS SUPPLIES	102020-6315 Office Supplies	AP062217	59.14	JUNE 2017		00094709	06/22/2017
MW OH	CITY OF PLACENTIA V000773	RACES MEETING SUPPLIES	101512-6245 Meetings & Conferences	AP062217	7.98	JUNE 2017		00094709	06/22/2017
MW OH	CITY OF PLACENTIA V000773	HR TRAINING PARKING	101512-6245 Meetings & Conferences	AP062217	28.00	JUNE 2017		00094709	06/22/2017
MW OH	CITY OF PLACENTIA V000773	LUNCH MEETING MEALS	101511-6245 Meetings & Conferences	AP062217	32.93	JUNE 2017		00094709	06/22/2017
MW OH	CITY OF PLACENTIA V000773	FINANCE REGISTER START UP CASH	100000-1130 Petty Cash/Finance Register	AP062217	175.00	JUNE 2017		00094709	06/22/2017

City of Placentia
Check Register
For 07/05/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
				Check Total:	358.74			
MW OH	CLEAR CHOICE LIEN SALES MAY LIEN SERVICES V005847		103047-6182 Lien Services	AP062217	25.00 168B	P10911	00094710	06/22/2017
MW OH	CLEAR CHOICE LIEN SALES MAY CSUF PD LIEN SERVICES V005847		103047-6182 Lien Services	AP062217	37.50 173C	P10911	00094710	06/22/2017
MW OH	CLEAR CHOICE LIEN SALES MAY LIEN SERVICES V005847		103047-6182 Lien Services	AP062217	25.00 173D	P10911	00094710	06/22/2017
MW OH	CLEAR CHOICE LIEN SALES MAY LIEN SERVICES V005847		103047-6182 Lien Services	AP062217	25.00 3605	P10911	00094710	06/22/2017
MW OH	CLEAR CHOICE LIEN SALES MAY LIEN SERVICES V005847		103047-6182 Lien Services	AP062217	75.00 3607	P10911	00094710	06/22/2017
MW OH	CLEAR CHOICE LIEN SALES JUNE CSUF PD LIEN SERVICES V005847		103047-6182 Lien Services	AP062217	55.00 452	P10911	00094710	06/22/2017
MW OH	CLEAR CHOICE LIEN SALES MAY LIEN SERVICES V005847		103047-6182 Lien Services	AP062217	7.50 7367	P10911	00094710	06/22/2017
MW OH	CLEAR CHOICE LIEN SALES MAY CSUF PD LIEN SERVICES V005847		103047-6182 Lien Services	AP062217	15.00 7372	P10911	00094710	06/22/2017
MW OH	CLEAR CHOICE LIEN SALES MAY LIEN SERVICES V005847		103047-6182 Lien Services	AP062217	7.50 7372A	P10911	00094710	06/22/2017
				Check Total:	272.50			
MW OH	COUNTY OF ORANGE V008881	MAY OCATS PHONE SERVICES	103043-6137 Repair Maint/Equipment	AP062217	784.00 SH 46436	P10899	00094711	06/22/2017
MW OH	COUNTY OF ORANGE V008881	JUNE OCATS PHONE SERVICES	103043-6137 Repair Maint/Equipment	AP062217	784.00 SH 46685	P10899	00094711	06/22/2017
				Check Total:	1,568.00			
MW OH	DATA TICKET INC. V006119	APR CODE ENFORCEMENT CITATION	03046-6290 Dept. Contract Services	AP062217	652.00 78867	P10878	00094712	06/22/2017
				Check Total:	652.00			
MW OH	DKS ASSOCIATES	TRAFFIC IMPACT ANALYSIS	103550-6017	AP062217	16,430.00 0063660	P11054	00094713	06/22/2017

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	V010463		Special Studies						
MW OH	DKS ASSOCIATES V010463	TRAFFIC IMPACT ANALYSIS	103550-6017 Special Studies	AP062217	3,210.00	0063661	P11055	00094713	06/22/2017
				Check Total:	19,640.00				
MW OH	DONNA'S RADIUS MAPS V003081	RADIUS MAP	102531-6325 Postage	AP062217	350.00	2017-281		00094714	06/22/2017
				Check Total:	350.00				
MW OH	EARLY, KRISTINA KAY V010466	PLANNING SVS 5/29-6/8	102531-6290 Dept. Contract Services	AP062217	2,390.00	1002	P11057	00094715	06/22/2017
				Check Total:	2,390.00				
MW OH	ENVIRONMENTAL SYSTEMSGIS SOFTWARE SUBSCRIPTION V008836		101523-6136 Software Maintenance	AP062217	4,294.52	93296977	P11064	00094716	06/22/2017
				Check Total:	4,294.52				
MW OH	EVANS GUNSMITHING'S V003336	5/17 RANGE FEES	103043-6162 Range Training	AP062217	178.00	8356		00094717	06/22/2017
				Check Total:	178.00				
MW OH	FIFTH AVENUE CLEANERS V010431	MAY PD DRY CLEANING FEES	103041-6301 Special Department Supplies	AP062217	437.68	053017		00094718	06/22/2017
				Check Total:	437.68				
MW OH	FIS V008518	MAY B/L INTERCHANGE FEES	102020-6025 Third Party Administration	AP062217	139.79	34407852		00094719	06/22/2017
				Check Total:	139.79				
MW OH	G2 CONSTRUCTION INC V009688	RETENTION PAYMENT	333557-6185 / 61122-6185 Construction Services	AP062217	13,335.00	170427	P11020	00094720	06/22/2017
				Check Total:	13,335.00				
MW OH	GALLS LLC V000438	PD UNIFORMS - CHAVARRIA	103041-6301 Special Department Supplies	AP062217	45.26	007639101		00094721	06/22/2017
MW OH	GALLS LLC V000438	PD UNIFORMS	103047-6360 Uniforms	AP062217	33.32	7548482		00094721	06/22/2017

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MW OH	GALLS LLC V000438	PD UNIFORMS	103047-6360 Uniforms	AP062217	68.60	7548486		00094721	06/22/2017
					Check Total:	147.18			
MW OH	GARZA, FRANK V009321	PD TRAINING-MEALS, MILEAGE	103041-6250 Staff Training	AP062217	69.93	FG-062217		00094722	06/22/2017
					Check Total:	69.93			
MW OH	GOLDEN STATE WATER V000928	APRIL-JUNE WATER CHARGES	109595-6335 Water	AP062217	6,455.36	060217		00094723	06/22/2017
					Check Total:	6,455.36			
MW OH	HIGH PEAKS PLANNING LLC V010423	MAY PLANNING CONSULTANT SVS	332531-6017 / 61086-6017 Special Studies	AP062217	5,775.00	OT 2017-02	P11036	00094724	06/22/2017
					Check Total:	5,775.00			
MW OH	HINDERLITER DE LLAMAS V000465	2ND QTR SALES TAX AUDIT SVS	102020-6099 Professional Services	AP062217	2,494.42	0027379-IN	P10914	00094725	06/22/2017
					Check Total:	2,494.42			
MW OH	ICC ORANGE EMPIRE V010477	PERMIT TECH ACADEMY - AVALOS	102532-6245 Meetings & Conferences	AP062217	70.00	062217 ICC		00094726	06/22/2017
					Check Total:	70.00			
MW OH	ICMA RETIREMENT TRUST V010029	DEFERRED P/E 6/3 PD 6/9	0029-2170 Deferred Comp Payable - ICMA	AP062217	40.00	6917I		00094727	06/22/2017
MW OH	ICMA RETIREMENT TRUST V010029	DEFERRED P/E 6/3 PD 6/9	0048-2170 Deferred Comp Payable - ICMA	AP062217	40.00	6917I		00094727	06/22/2017
MW OH	ICMA RETIREMENT TRUST V010029	DEFERRED P/E 6/3 PD 6/9	0010-2170 Deferred Comp Payable - ICMA	AP062217	1,277.54	6917I		00094727	06/22/2017
					Check Total:	1,357.54			
MW OH	INTERNAL CONTROL V000504	MAY PRE EMPLOYMENT EXAMS	103040-6099 Professional Services	AP062217	700.00	10993		00094728	06/22/2017
					Check Total:	700.00			
MW OH	JOHN L HUNTER &	APRIL NPDES CONSULTING SVS	103550-6015	AP062217	5,565.25	PLANP0417	P10901	00094729	06/22/2017

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	V009056		Engineering Services						
MW OH	JOHN L HUNTER & V009056	MAY NPDES CONSULTING SVS	103550-6015 Engineering Services	AP062217	5,466.25	PLANP0517	P10901	00094729	06/22/2017
				Check Total:	11,031.50				
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	101005-6005 / 10044-6005 Legal Services	AP062217	29.69	82674		00094730	06/22/2017
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	101005-6005 / 10044-6005 Legal Services	AP062217	4,036.50	82679		00094730	06/22/2017
				Check Total:	4,066.19				
MW OH	KENEHAN, KELLY V010421	ADV DISABILITY PENSION PMT	103041-5001 Salaries/Full-Time Regular	AP062217	5,905.11	062117		00094731	06/22/2017
				Check Total:	5,905.11				
MW OH	KEYSER MARSTON V010468	MARCH REAL ESTATE ADVISORY	102534-6099 Professional Services	AP062217	1,552.50	003082217627.00	P11061	00094732	06/22/2017
				Check Total:	1,552.50				
MW OH	KNOWLES-MCNIFF INC V000558	MAY SOFTWARE MAINT	101523-6136 Software Maintenance	AP062217	2,551.50	INV90999	P10860	00094733	06/22/2017
				Check Total:	2,551.50				
MW OH	KOA CORPORATION V006654	MAY EOC RENOVATION SVS	333554-6185 / 61093-6185 Construction Services	AP062217	507.50	0000008	P10902	00094734	06/22/2017
				Check Total:	507.50				
MW OH	KOSMONT COMPANIES V006131	APRIL TOD FISCAL ANALYSIS	102534-6099 Professional Services	AP062217	1,039.52	0005 1605.5		00094735	06/22/2017
MW OH	KOSMONT COMPANIES V006131	APR DOWNTOWN FISCAL ANALYSIS	102534-6099 Professional Services	AP062217	1,111.02	1702.6-003	P11025	00094735	06/22/2017
				Check Total:	2,150.54				
MW OH	MAKE IT PERSONAL V000646	MAGNETIC NAME BADGE	101512-6315 Office Supplies	AP062217	22.98	060717-5		00094736	06/22/2017
MW OH	MAKE IT PERSONAL	MAGNETIC NAME BADGE	101513-6315	AP062217	16.48	060717-5		00094736	06/22/2017

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	V000646		Office Supplies						
MW OH	MAKE IT PERSONAL V000646	MAGNETIC NAME BADGE	104071-6315 Office Supplies	AP062217	48.98	060717-5		00094736	06/22/2017
MW OH	MAKE IT PERSONAL V000646	MAGNETIC NAME BADGE	101513-6315 Office Supplies	AP062217	8.84	9923-35		00094736	06/22/2017
MW OH	MAKE IT PERSONAL V000646	MAGNETIC NAME BADGE	104071-6315 Office Supplies	AP062217	8.84	9923-35		00094736	06/22/2017
				Check Total:	106.12				
MW OH	MARAVILLA FOUNDATION V010476	80% BLDG PERMIT REFUND	100000-4162 Plumbing Permits	AP062217	36.80	061417		00094737	06/22/2017
				Check Total:	36.80				
MW OH	MARISCAL, RUBEN V010472	FACILITY RENTAL REFUND	100000-4385 Facility Rental	AP062217	125.00	2001631.002		00094738	06/22/2017
				Check Total:	125.00				
MW OH	NELSON/NYGAARD V009556	FEB-MAY PARKING PLAN SVS	333531-6017 / 62010-6017 Special Studies	AP062217	14,637.50	69716	P10908	00094739	06/22/2017
				Check Total:	14,637.50				
MW OH	NGUYEN, TIENA V010473	CLASS REFUND	100000-4340 / 79348-4340 Recreation Programs	AP062217	320.00	2001623.002		00094740	06/22/2017
				Check Total:	320.00				
MW OH	O'HARA, JANE V006168	RISER RENTAL FOR CHORUS	0044-2063 Placentia Community Chorus	AP062217	150.00	61817		00094741	06/22/2017
				Check Total:	150.00				
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP062217	180.14	60167		00094742	06/22/2017
MW OH	OFFICE INDUSTRIES V007477	RECYCLED PAPER	109595-6315 Office Supplies	AP062217	211.57	60197		00094742	06/22/2017
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102020-6315 Office Supplies	AP062217	56.42	60198		00094742	06/22/2017

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MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP062217	45.23	60201		00094742	06/22/2017
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102020-6315 Office Supplies	AP062217	100.62	60208		00094742	06/22/2017
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103650-6315 Office Supplies	AP062217	118.85	60223		00094742	06/22/2017
Check Total:					712.83				
MW OH	OFFICE SOLUTIONS V008864	OFFICE SUPPLIES	101001-6301 Special Department Supplies	AP062217	44.00	I-01139020		00094743	06/22/2017
MW OH	OFFICE SOLUTIONS V008864	OFFICE SUPPLIES	101511-6315 Office Supplies	AP062217	33.35	I-01139020		00094743	06/22/2017
MW OH	OFFICE SOLUTIONS V008864	OFFICE SUPPLIES	103654-6301 Special Department Supplies	AP062217	106.04	I-01142497		00094743	06/22/2017
MW OH	OFFICE SOLUTIONS V008864	OFFICE SUPPLIES	101511-6315 Office Supplies	AP062217	50.89	I-01142497		00094743	06/22/2017
MW OH	OFFICE SOLUTIONS V008864	OFFICE SUPPLIES	101511-6315 Office Supplies	AP062217	183.29	I-01151893		00094743	06/22/2017
MW OH	OFFICE SOLUTIONS V008864	OFFICE SUPPLIES	101511-6315 Office Supplies	AP062217	28.54	I-01152568		00094743	06/22/2017
MW OH	OFFICE SOLUTIONS V008864	OFFICE SUPPLIES	103654-6301 Special Department Supplies	AP062217	14.92	I-01159253		00094743	06/22/2017
MW OH	OFFICE SOLUTIONS V008864	OFFICE SUPPLIES	101001-6301 Special Department Supplies	AP062217	42.46	I-01159253		00094743	06/22/2017
Check Total:					503.49				
MW OH	OLEA, DENISE V010475	FTB INTERCEPT REFUND	100000-4411 Administrative Citations	AP062217	154.55	62895		00094744	06/22/2017
Check Total:					154.55				
MW OH	ORANGE COUNTY V007306	3RD QTR ANIMAL CARE COST STUDY	03045-6280 Animal Control Services	AP062217	71,782.00	AC1790072	P10916	00094745	06/22/2017

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				Check Total:	71,782.00				
MW OH	PACIFIC EMBROIDERY V008348	STAFF SHIRTS	101511-6245 Meetings & Conferences	AP062217	111.91	59982		00094746	06/22/2017
				Check Total:	111.91				
MW OH	PARS V006999	APRIL PARS ARS FEES	109595-6295 City Admin Services	AP062217	482.44	37454		00094747	06/22/2017
				Check Total:	482.44				
MW OH	PICHARDO, OLIVIA V005533	DEPOSIT REFUND - BACKS BLDG	100000-4385 Facility Rental	AP062217	150.00	2001639.002		00094748	06/22/2017
				Check Total:	150.00				
MW OH	PLACENTIA YORBA LINDA V000794	CERTIFICATE FOLDERS	109595-6230 Printing & Binding	AP062217	436.12	710984		00094749	06/22/2017
				Check Total:	436.12				
MW OH	PURE WATER TECHNOLOGY V009593	JUNE PD WATER SERVICE	103041-6301 Special Department Supplies	AP062217	149.78	109913		00094750	06/22/2017
				Check Total:	149.78				
MW OH	R DEPENDABLE V010189	PD LOBBY CONSTRUCTION SVS	333554-6185 / 61125-6185 Construction Services	AP062217	47,690.00	2138	P11050	00094751	06/22/2017
				Check Total:	47,690.00				
MW OH	RATHOD, KIRAN V009466	DEPOSIT REFUND - BACKS BLDG	100000-4385 Facility Rental	AP062217	150.00	2001628.002		00094752	06/22/2017
				Check Total:	150.00				
MW OH	REPUBLIC WASTE SERVICES V007205	MAY REFUSE COLLECTION	374386-6101 Disposal	AP062217	216,710.01	676-002952504	P10895	00094753	06/22/2017
				Check Total:	216,710.01				
MW OH	SECOND HARVEST FOOD V005571	MAY FOOD DELIVERY	104071-6301 Special Department Supplies	AP062217	30.00	407296		00094754	06/22/2017
				Check Total:	30.00				
MW OH	SERVICE CHAMPIONS	80% BLDG PERMIT REFUND	100000-4166	AP062217	102.40	B17-0395		00094755	06/22/2017

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	V009666		Heat/Ventilation Air Cond						
				Check Total:	102.40				
MW OH	SIEMENS INDUSTRY INC V008785	APR EMERGENCY SIGNAL MAINT	103652-6099 Professional Services	AP062217	2,414.54	5610016831	P10906	00094756	06/22/2017
MW OH	SIEMENS INDUSTRY INC V008785	APR EMERGENCY SIGNAL MAINT	0010-1232 Accts Rec/City of Anaheim	AP062217	106.39	5610016831	P10906	00094756	06/22/2017
MW OH	SIEMENS INDUSTRY INC V008785	APR EMERGENCY SIGNAL MAINT	0010-1224 AR/City of Fullerton	AP062217	31.84	5610016831	P10906	00094756	06/22/2017
MW OH	SIEMENS INDUSTRY INC V008785	APR EMERGENCY SIGNAL MAINT	0010-1228 AR/County of Orange	AP062217	39.36	5610016831	P10906	00094756	06/22/2017
MW OH	SIEMENS INDUSTRY INC V008785	APR EMERGENCY SIGNAL MAINT	0010-1226 AR/City of Yorba Linda	AP062217	129.42	5610016831	P10906	00094756	06/22/2017
				Check Total:	2,721.55				
MW OH	SILVER & WRIGHT LLP V009853	APRIL LEGAL SERVICES	101005-6299 / 45055-6299 Other Purchased Services	AP062217	933.80	21814		00094757	06/22/2017
				Check Total:	933.80				
MW OH	T-MOBILE V004339	5/2-6/1 CELL PHONE CHARGES	109595-6215 Telephone	AP062217	1,231.68	MAY 17		00094758	06/22/2017
MW OH	T-MOBILE V004339	5/2-6/1 PD CELL PHONE CHARGES	109595-6215 Telephone	AP062217	659.06	MAY PD 17		00094758	06/22/2017
				Check Total:	1,890.74				
MW OH	TECHNICOLOR PRINTING V010386	LIFEGUARD UNIFORMS	104071-6360 Uniforms	AP062217	541.27	2909		00094759	06/22/2017
				Check Total:	541.27				
MW OH	THE PUN GROUP LLP V010156	FINANCIAL AUDITING SERVICES	102020-6010 Accounting & Auditing Service	AP062217	7,375.00	1600436	P10933	00094760	06/22/2017
				Check Total:	7,375.00				
MW OH	THOMSON REUTERS - WEST V009649	MAY WEST INFORMATION CHARGES	03042-6290 Dept. Contract Services	AP062217	175.96	836241618		00094761	06/22/2017

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				Check Total:	175.96			
MW OH	TOM DODSON & ASSOCIATES V009472	EBB SEQA SERVICES	0044-2048 / 45059-2048 Engineering Plan Check Deposit	AP062217	1,307.79 PLA95 17-2		00094762	06/22/2017
MW OH	TOM DODSON & ASSOCIATES V009472	MARCH-APRIL CEQA SERVICES	0044-2048 / 45059-2048 Engineering Plan Check Deposit	AP062217	4,728.00 PLA95 17-3		00094762	06/22/2017
				Check Total:	6,035.79			
MW OH	TOWNSEND PUBLIC AFFAIRS V004165	MAY CONSULTING SVS	101001-6001 Management Consulting Services	AP062217	5,000.00 12920	P11070	00094763	06/22/2017
MW OH	TOWNSEND PUBLIC AFFAIRS V004165	JUNE CONSULTING SVS	101001-6001 Management Consulting Services	AP062217	5,000.00 12924	P11070	00094763	06/22/2017
				Check Total:	10,000.00			
MW OH	TRANSUNION RISK & V009317	MAY DATABASE TRANSACTIONS	103042-6290 Dept. Contract Services	AP062217	116.00 060117		00094764	06/22/2017
				Check Total:	116.00			
MW OH	TURBO DATA SYSTEMS INC V001238	MAY CITATION PROCESSING	103047-6290 Dept. Contract Services	AP062217	2,181.81 260207		00094765	06/22/2017
				Check Total:	2,181.81			
MW OH	UNIQUE PRINTING V010259	PRINTING SERVICES	103041-6301 Special Department Supplies	AP062217	179.44 37800		00094766	06/22/2017
MW OH	UNIQUE PRINTING V010259	PRINTING SERVICES	103041-6301 Special Department Supplies	AP062217	114.19 37820		00094766	06/22/2017
				Check Total:	293.63			
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 6/3 PD 6/9	0048-2131 Employer PARS/ARS Payable	AP062217	80.75 6917J		00094767	06/22/2017
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 6/3 PD 6/9	0010-2131 Employer PARS/ARS Payable	AP062217	2,016.22 6917J		00094767	06/22/2017
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 6/3 PD 6/9	0037-2131 Employer PARS/ARS Payable	AP062217	32.30 6917J		00094767	06/22/2017
MW OH	US BANK PARS #6746022400	PARS/ARS P/E 6/3 PD 6/9	0010-2126	AP062217	1,029.44 6917J		00094767	06/22/2017

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	V008781		Employee PARS/ARS W/H						
				Check Total:	3,158.71				
MW OH	UWANAWICH, ANTHONY V010471	BLDG & ZONING FEES REFUND	100000-4305 Planning Division Fees	AP062217	93.00	CR021892		00094768	06/22/2017
MW OH	UWANAWICH, ANTHONY V010471	FUSE UP REFUND	100000-4380 Business Site Insp Fee	AP062217	70.00	CR021892		00094768	06/22/2017
				Check Total:	163.00				
MW OH	YORBA REGIONAL ANIMAL V008472	K9 BOARDING FOR KYRA	103041-6301 Special Department Supplies	AP062217	96.00	1280337		00094769	06/22/2017
MW OH	YORBA REGIONAL ANIMAL V008472	K9 BOARDING FOR ACE	103041-6301 Special Department Supplies	AP062217	94.00	1282100		00094769	06/22/2017
MW OH	YORBA REGIONAL ANIMAL V008472	K9 CARE FOR HABO	103041-6301 Special Department Supplies	AP062217	47.25	1283534		00094769	06/22/2017
				Check Total:	237.25				
MW OH	CALIFORNIA STATE V004813	P/E 6/17/17 PD DATE 6/23/17	0010-2196 Garnishments W/H	PY17013	941.52	2700/1701013		00094770	06/23/2017
MW OH	CALIFORNIA STATE V004813	P/E 6/17/17 PD DATE 6/23/17	0029-2196 Garnishments W/H	PY17013	22.50	2700/1701013		00094770	06/23/2017
MW OH	CALIFORNIA STATE V004813	P/E 6/17/17 PD DATE 6/23/17	0037-2196 Garnishments W/H	PY17013	46.16	2700/1701013		00094770	06/23/2017
MW OH	CALIFORNIA STATE V004813	P/E 6/17/17 PD DATE 6/23/17	0048-2196 Garnishments W/H	PY17013	137.88	2700/1701013		00094770	06/23/2017
				Check Total:	1,148.06				
MW OH	FRANCHISE TAX BOARD V000404	P/E 6/17/17 PD DATE 6/23/17	0010-2196 Garnishments W/H	PY17013	48.00	2710/1701013		00094771	06/23/2017
MW OH	FRANCHISE TAX BOARD V000404	P/E 6/17/17 PD DATE 6/23/17	0048-2196 Garnishments W/H	PY17013	6.00	2710/1701013		00094771	06/23/2017
MW OH	FRANCHISE TAX BOARD V000404	P/E 6/17/17 PD DATE 6/23/17	0029-2196 Garnishments W/H	PY17013	6.00	2710/1701013		00094771	06/23/2017

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				Check Total:	60.00				
MW OH	ORANGE COUNTY V000699	P/E 6/17/17 PD DATE 6/23/17	0010-2176 PCEA/OCEA Assoc Dues	PY17013	304.01	2610/1701013		00094772	06/23/2017
MW OH	ORANGE COUNTY V000699	P/E 6/17/17 PD DATE 6/23/17	0029-2176 PCEA/OCEA Assoc Dues	PY17013	7.68	2610/1701013		00094772	06/23/2017
MW OH	ORANGE COUNTY V000699	P/E 6/17/17 PD DATE 6/23/17	0037-2176 PCEA/OCEA Assoc Dues	PY17013	0.96	2610/1701013		00094772	06/23/2017
MW OH	ORANGE COUNTY V000699	P/E 6/17/17 PD DATE 6/23/17	0048-2176 PCEA/OCEA Assoc Dues	PY17013	24.05	2610/1701013		00094772	06/23/2017
				Check Total:	336.70				
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 6/17/17 PD DATE 6/23/17	0029-2176 PCEA/OCEA Assoc Dues	PY17013	0.80	2615/1701013		00094773	06/23/2017
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 6/17/17 PD DATE 6/23/17	0037-2176 PCEA/OCEA Assoc Dues	PY17013	0.10	2615/1701013		00094773	06/23/2017
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 6/17/17 PD DATE 6/23/17	0010-2176 PCEA/OCEA Assoc Dues	PY17013	31.60	2615/1701013		00094773	06/23/2017
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 6/17/17 PD DATE 6/23/17	0048-2176 PCEA/OCEA Assoc Dues	PY17013	2.50	2615/1701013		00094773	06/23/2017
				Check Total:	35.00				
MW OH	PLACENTIA POLICE V000839	P/E 6/17/17 PD DATE 6/23/17	0010-2180 Police Mgmt Assn Dues	PY17013	804.14	2625/1701013		00094774	06/23/2017
				Check Total:	804.14				
MW OH	PLACENTIA POLICE V003519	P/E 6/17/17 PD DATE 6/23/17	0010-2178 Placentia Police Assoc Dues	PY17013	2,592.71	2620/1701013		00094775	06/23/2017
				Check Total:	2,592.71				
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 6/17/17 PD DATE 6/23/17	0029-2170 Deferred Comp Payable - ICMA	PY17013	38.79	2606/1701013		00094776	06/23/2017
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 6/17/17 PD DATE 6/23/17	0010-2170 Deferred Comp Payable - ICMA	PY17013	2,606.03	2606/1701013		00094776	06/23/2017

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MW OH	VANTAGEPOINT TRANSFER P/E 6/17/17 PD DATE 6/23/17 V007191		0037-2170 Deferred Comp Payable - ICMA	PY17013	17.06	2606/1701013		00094776	06/23/2017
MW OH	VANTAGEPOINT TRANSFER P/E 6/17/17 PD DATE 6/23/17 V007191		0048-2170 Deferred Comp Payable - ICMA	PY17013	91.88	2606/1701013		00094776	06/23/2017
Check Total:					2,753.76				
MW OH	SOUTHERN CALIFORNIA V000910	APR-JUN ELECTRIC CHARGES	296561-6330 Electricity	AP062817	1,729.88	053117		00094777	06/28/2017
MW OH	SOUTHERN CALIFORNIA V000910	APR-JUN ELECTRIC CHARGES	296561-6330 / 61139-6330 Electricity	AP062817	46.35	053117		00094777	06/28/2017
MW OH	SOUTHERN CALIFORNIA V000910	APR-JUN ELECTRIC CHARGES	286560-6330 Electricity	AP062817	29,905.28	053117		00094777	06/28/2017
MW OH	SOUTHERN CALIFORNIA V000910	APR-JUN ELECTRIC CHARGES	109595-6330 Electricity	AP062817	34,553.62	053117		00094777	06/28/2017
MW OH	SOUTHERN CALIFORNIA V000910	APR-JUN ELECTRIC CHARGES	109595-6330 / 61141-6330 Electricity	AP062817	323.13	053117		00094777	06/28/2017
MW OH	SOUTHERN CALIFORNIA V000910	APR-JUN ELECTRIC CHARGES	109595-6330 / 61140-6330 Electricity	AP062817	95.24	053117		00094777	06/28/2017
MW OH	SOUTHERN CALIFORNIA V000910	APR-JUN ELECTRIC CHARGES	109595-6330 / 61139-6330 Electricity	AP062817	1,200.30	053117		00094777	06/28/2017
MW OH	SOUTHERN CALIFORNIA V000910	APR-JUN ELECTRIC CHARGES	109595-6330 / 61138-6330 Electricity	AP062817	2,376.55	053117		00094777	06/28/2017
MW OH	SOUTHERN CALIFORNIA V000910	APR-JUN ELECTRIC CHARGES	0010-1232 Accts Rec/City of Anaheim	AP062817	136.15	053117		00094777	06/28/2017
MW OH	SOUTHERN CALIFORNIA V000910	APR-JUN ELECTRIC CHARGES	0010-1228 AR/County of Orange	AP062817	30.79	053117		00094777	06/28/2017
MW OH	SOUTHERN CALIFORNIA V000910	APR-JUN ELECTRIC CHARGES	0010-1226 AR/City of Yorba Linda	AP062817	110.50	053117		00094777	06/28/2017
MW OH	SOUTHERN CALIFORNIA V000910	APR-JUN ELECTRIC CHARGES	0010-1224 AR/City of Fullerton	AP062817	233.14	053117		00094777	06/28/2017
MW OH	SOUTHERN CALIFORNIA	APR-JUNE ELECTRIC CHARGES	0010-1220	AP062817	4,841.35	053117		00094777	06/28/2017

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	V000910		Accts Rec/Plac Library Dist						
				Check Total:	75,582.28				
MW OH	WONDRIES FLEET DIVISION V001106	LEVEL 3 BALLISTIC PANELS	213041-6840 Machinery & Equipment	AP062817	19,472.58	052617	P11066	00094778	06/28/2017
				Check Total:	19,472.58				
MW OH	AARDVARK TACTICAL INC. V000002	40MM SPONGE ROUNDS	213041-6840 Machinery & Equipment	AP062917	1,061.52	OSTD-16175		00094779	06/29/2017
				Check Total:	1,061.52				
MW OH	ACTION EMBROIDERY CORP V000082	COMMUNITY SVS UNIFORMS	104071-6360 Uniforms	AP062917	1,899.63	0319523		00094780	06/29/2017
				Check Total:	1,899.63				
MW OH	ADVANCED BUSINESS V010154	MARCH-JUNE CONSULTING SVS	333555-6185 / 79542-6185 Construction Services	AP062917	1,980.00	1016		00094781	06/29/2017
				Check Total:	1,980.00				
MW OH	ANAHEIM REGIONAL V007613	SART EXAM - DR#17-1828	103040-6099 Professional Services	AP062917	750.00	001374732		00094782	06/29/2017
				Check Total:	750.00				
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS	103650-6360 Uniforms	AP062917	280.59	532513471		00094783	06/29/2017
MW OH	ARAMARK UNIFORM V004232	FACILITY MAT CLEANING	103654-6301 Special Department Supplies	AP062917	145.39	532513472		00094783	06/29/2017
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS	103650-6360 Uniforms	AP062917	138.03	532530525		00094783	06/29/2017
MW OH	ARAMARK UNIFORM V004232	FACILITY MAT CLEANING	103654-6301 Special Department Supplies	AP062917	263.02	532530526		00094783	06/29/2017
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS	103650-6360 Uniforms	AP062917	138.03	532547542		00094783	06/29/2017
MW OH	ARAMARK UNIFORM V004232	FACILYIY MAT CLEANING	103654-6301 Special Department Supplies	AP062917	145.21	532547543		00094783	06/29/2017

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				Check Total:	1,110.27				
MW OH	AT&T V004144	MAY-JUNE PHONE CHARGES	109595-6215 / 61139-6215 Telephone	AP062917	10.23	061517		00094784	06/29/2017
MW OH	AT&T V004144	MAY-JUNE PHONE CHARGES	0010-1220 Accts Rec/Plac Library Dist	AP062917	9.86	061517		00094784	06/29/2017
MW OH	AT&T V004144	MAY-JUNE PHONE CHARGES	296561-6215 Telephone	AP062917	189.64	061517		00094784	06/29/2017
MW OH	AT&T V004144	MAY-JUNE PHONE CHARGES	109595-6215 Telephone	AP062917	5,458.27	061517		00094784	06/29/2017
MW OH	AT&T V004144	MAY-JUNE PHONE CHARGES	0010-1232 Accts Rec/City of Anaheim	AP062917	10.23	061517		00094784	06/29/2017
				Check Total:	5,678.23				
MW OH	CALIFORNIA STATE V010097	MAY LIVESCAN SCREENINGS	101512-6099 Professional Services	AP062917	484.00	ASR13863		00094785	06/29/2017
				Check Total:	484.00				
MW OH	CARL WARREN & CO V008011	MAY LIABILITY ADMIN FEE	404582-6025 Third Party Administration	AP062917	1,541.66	1806404		00094786	06/29/2017
MW OH	CARL WARREN & CO V008011	3RD PARTY LIABILITY SVS	404582-6025 Third Party Administration	AP062917	664.80	1807385		00094786	06/29/2017
				Check Total:	2,206.46				
MW OH	CASC ENGINEERING & V009889	MAY CEQA CONSULTING SVS	332531-6017 / 61086-6017 Special Studies	AP062917	247.50	0037488		00094787	06/29/2017
				Check Total:	247.50				
MW OH	CITY OF ANAHEIM V010186	MAY-JUNE ELECTRIC CHARGES	109595-6330 Electricity	AP062917	60.84	062917		00094788	06/29/2017
				Check Total:	60.84				
MW OH	CITY OF LA HABRA V000600	4TH QTR COURT LIAISON SVS	103043-6290 Dept. Contract Services	AP062917	7,753.75	LH 17-304-AR	P10943	00094789	06/29/2017
				Check Total:	7,753.75				

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MW OH	CLEAR CHOICE LIEN SALES JUNE LIEN SERVICES V005847		103047-6182 Lien Services	AP062917	25.00	179D	P10911	00094790	06/29/2017
MW OH	CLEAR CHOICE LIEN SALES JUNE CSUF PD LIEN SERVICES V005847		103047-6182 Lien Services	AP062917	37.50	179E	P10911	00094790	06/29/2017
MW OH	CLEAR CHOICE LIEN SALES JUNE LIEN SERVICES V005847		103047-6182 Lien Services	AP062917	25.00	182A	P10911	00094790	06/29/2017
MW OH	CLEAR CHOICE LIEN SALES JUNE CSUF PD LIEN SERVICES V005847		103047-6182 Lien Services	AP062917	37.50	182B	P10911	00094790	06/29/2017
MW OH	CLEAR CHOICE LIEN SALES JUNE LIEN SERVICES V005847		103047-6182 Lien Services	AP062917	25.00	3608	P10911	00094790	06/29/2017
MW OH	CLEAR CHOICE LIEN SALES JUNE LIEN SERVICES V005847		103047-6182 Lien Services	AP062917	7.50	7379	P10911	00094790	06/29/2017
MW OH	CLEAR CHOICE LIEN SALES JUNE CSUF PD LIEN SERVICES V005847		103047-6182 Lien Services	AP062917	7.50	7382	P10911	00094790	06/29/2017
Check Total:					165.00				
MW OH	CORELOGIC V010428	FEB PROPERTY DATA COLLECTION	101523-6136 Software Maintenance	AP062917	130.50	95081545		00094791	06/29/2017
MW OH	CORELOGIC V010428	MARCH PROPERTY DATA	101523-6136 Software Maintenance	AP062917	130.50	95082690		00094791	06/29/2017
MW OH	CORELOGIC V010428	APRIL PROPERTY DATA COLLECTION	101523-6136 Software Maintenance	AP062917	130.50	95083973		00094791	06/29/2017
Check Total:					391.50				
MW OH	COUNTY OF ORANGE V008881	BOOKING FORMS, PROPERTY FORMS	03040-6315 Office Supplies	AP062917	337.02	SH 46657		00094792	06/29/2017
MW OH	COUNTY OF ORANGE V008881	JUNE AFIS SERVICES	103040-6290 Dept. Contract Services	AP062917	1,434.67	SH 46617	P10879	00094792	06/29/2017
Check Total:					1,771.69				
MW OH	CURT'S LOCK AND KEY INC KEYS V005004		103654-6301 Special Department Supplies	AP062917	2.69	104879		00094793	06/29/2017

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					Check Total:	2.69			
MW OH	DEPARTMENT OF JUSTICE V000213	APRIL LIVESCAN PROCESSING	101512-6099 Professional Services	AP062917	431.00	231611		00094794	06/29/2017
MW OH	DEPARTMENT OF JUSTICE V000213	APRIL LIVESCAN PROCESSING	0044-2054 FBI Livescan	AP062917	102.00	231611		00094794	06/29/2017
MW OH	DEPARTMENT OF JUSTICE V000213	APRIL LIVESCAN PROCESSING	0044-2053 DOJ Livescan	AP062917	306.00	231611		00094794	06/29/2017
MW OH	DEPARTMENT OF JUSTICE V000213	MAY LIVESCAN PROCESSING	101512-6099 Professional Services	AP062917	1,164.00	237153		00094794	06/29/2017
					Check Total:	2,003.00			
MW OH	DISTINGUISHED PEST V003466	QUARTERLY PEST CONTROL	103654-6290 Dept. Contract Services	AP062917	1,235.00	14202		00094795	06/29/2017
					Check Total:	1,235.00			
MW OH	DRABEK, GARY V004197	MAY RESERVE OFFICER STIPEND	103041-5005 / 50065-5005 Salaries/Part-Time	AP062917	200.00	MAY 2017		00094796	06/29/2017
					Check Total:	200.00			
MW OH	EARLY, KRISTINA KAY V010466	6/12-22 PLANNING SERVICES	102531-6290 Dept. Contract Services	AP062917	2,910.00	1003	P11057	00094797	06/29/2017
					Check Total:	2,910.00			
MW OH	EVERBANK COMMERCIAL V009592	JUNE PRINTER MANAGEMENT SVS	109595-6137 Repair Maint/Equipment	AP062917	2,017.64	4533824		00094798	06/29/2017
					Check Total:	2,017.64			
MW OH	GOLDEN STATE WATER V000928	APRIL-JUNE WATER CHARGES	296561-6335 Water	AP062917	11,930.02	061517		00094799	06/29/2017
MW OH	GOLDEN STATE WATER V000928	APRIL-JUNE WATER CHARGES	109595-6335 Water	AP062917	39,911.75	061517		00094799	06/29/2017
MW OH	GOLDEN STATE WATER V000928	APRIL-JUNE WATER CHARGES	109595-6335 / 61138-6335 Water	AP062917	345.44	061517		00094799	06/29/2017
					Check Total:	52,187.21			

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MW OH	GREENFIELDS OUTDOOR V009827	ON-SITE WARRANTY INSPECTION	333555-6185 / 79542-6185 Construction Services	AP062917	1,250.00	4406A	P11048	00094800	06/29/2017
					Check Total:	1,250.00			
MW OH	GST V009410	MAY IT SERVICES	101523-6290 Dept. Contract Services	AP062917	8,278.00	INV7431	P11071	00094801	06/29/2017
					Check Total:	8,278.00			
MW OH	HDL COREN & CONE V001564	BUSINESS LICENSE FEE	102020-6025 Third Party Administration	AP062917	82.00	0024005-IN		00094802	06/29/2017
					Check Total:	82.00			
MW OH	HIGH PEAKS PLANNING LLC V010423	CAPRIL PLANNING SERVICES	103550-6017 Special Studies	AP062917	3,410.00	OT 2017-01		00094803	06/29/2017
					Check Total:	3,410.00			
MW OH	HIRSCH PIPE AND SUPPLY V004494	HYDRAULIC CARTRIDGE	103654-6301 Special Department Supplies	AP062917	48.31	5394306		00094804	06/29/2017
MW OH	HIRSCH PIPE AND SUPPLY V004494	FERRULE BLASTER, PULLER	103654-6301 Special Department Supplies	AP062917	75.42	5407332		00094804	06/29/2017
MW OH	HIRSCH PIPE AND SUPPLY V004494	CREDIT	103654-6301 Special Department Supplies	AP062917	-75.42	5428068		00094804	06/29/2017
					Check Total:	48.31			
MW OH	ICMA RETIREMENT TRUST V010029	DEFERRED P/E 6/17 PD 6/23	0010-2170 Deferred Comp Payable - ICMA	AP062917	1,277.54	52317I		00094805	06/29/2017
MW OH	ICMA RETIREMENT TRUST V010029	DEFERRED P/E 6/17 PD 6/23	0048-2170 Deferred Comp Payable - ICMA	AP062917	40.00	52317I		00094805	06/29/2017
MW OH	ICMA RETIREMENT TRUST V010029	DEFERRED P/E 6/17 PD 6/23	0029-2170 Deferred Comp Payable - ICMA	AP062917	40.00	52317I		00094805	06/29/2017
					Check Total:	1,357.54			
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP062917	24.03	2965388-01		00094806	06/29/2017
MW OH	IMPERIAL SPRINKLER	IRRIGATION SUPPLIES	103655-6130	AP062917	261.15	2971775-00		00094806	06/29/2017

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	V006506		Repair & Maint/Facilities						
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP062917	83.89	2972216-00		00094806	06/29/2017
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP062917	139.85	2980334-00		00094806	06/29/2017
Check Total:					508.92				
MW OH	JONES & MAYER V009822	APRIL LEGAL SERVICES	101005-6005 / 10044-6005 Legal Services	AP062917	8,653.92	82271		00094807	06/29/2017
MW OH	JONES & MAYER V009822	APRIL LEGAL SERVICES	101005-6005 / 10044-6005 Legal Services	AP062917	43,185.50	82287		00094807	06/29/2017
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	101005-6005 / 10044-6005 Legal Services	AP062917	4,053.00	82661		00094807	06/29/2017
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	101005-6005 / 10044-6005 Legal Services	AP062917	12,916.37	82677		00094807	06/29/2017
MW OH	JONES & MAYER V009822	APRIL LEGAL SERVICES	101005-6005 Legal Services	AP062917	34,417.38	82268	P11029	00094807	06/29/2017
MW OH	JONES & MAYER V009822	APRIL LEGAL SERVICES	101005-6005 Legal Services	AP062917	1,827.00	82269	P11029	00094807	06/29/2017
MW OH	JONES & MAYER V009822	APRIL LEGAL SERVICES	101005-6005 Legal Services	AP062917	3,192.00	82272	P11029	00094807	06/29/2017
MW OH	JONES & MAYER V009822	APRIL LEGAL SERVICES	101005-6005 Legal Services	AP062917	126.00	82273	P11029	00094807	06/29/2017
MW OH	JONES & MAYER V009822	APRIL LEGAL SERVICES	101005-6005 Legal Services	AP062917	3,864.00	82274	P11029	00094807	06/29/2017
MW OH	JONES & MAYER V009822	APRIL LEGAL SERVICES	101005-6005 Legal Services	AP062917	6,930.00	82275	P11029	00094807	06/29/2017
MW OH	JONES & MAYER V009822	APRIL LEGAL SERVICES	101005-6005 Legal Services	AP062917	1,260.00	82276	P11029	00094807	06/29/2017
MW OH	JONES & MAYER V009822	APRIL LEGAL SERVICES	547525-6005 Legal Services	AP062917	273.00	82280	P11029	00094807	06/29/2017

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MW OH	JONES & MAYER V009822	APRIL LEGAL SERVICES	101005-6005 Legal Services	AP062917	798.00	82281	P11029	00094807	06/29/2017
MW OH	JONES & MAYER V009822	APRIL LEGAL SERVICES	101005-6005 Legal Services	AP062917	252.00	82286	P11029	00094807	06/29/2017
MW OH	JONES & MAYER V009822	APRIL LEGAL SERVICES	101005-6005 Legal Services	AP062917	525.00	82288	P11029	00094807	06/29/2017
MW OH	JONES & MAYER V009822	APRIL LEGAL SERVICES	101005-6005 Legal Services	AP062917	214.50	82289	P11029	00094807	06/29/2017
MW OH	JONES & MAYER V009822	APRIL LEGAL SERVICES	101005-6005 Legal Services	AP062917	1,323.00	82291	P11029	00094807	06/29/2017
MW OH	JONES & MAYER V009822	APRIL LEGAL SERVICES	101005-6005 Legal Services	AP062917	1,428.00	82292	P11029	00094807	06/29/2017
MW OH	JONES & MAYER V009822	APRIL LEGAL SERVICES	101005-6005 Legal Services	AP062917	2,142.00	82296	P11029	00094807	06/29/2017
MW OH	JONES & MAYER V009822	APRIL LEGAL SERVICES	101005-6005 Legal Services	AP062917	1,189.50	82297	P11029	00094807	06/29/2017
MW OH	JONES & MAYER V009822	APRIL LEGAL SERVICES	101005-6005 Legal Services	AP062917	273.00	82298	P11029	00094807	06/29/2017
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	101005-6005 Legal Services	AP062917	19,806.50	82657	P11029	00094807	06/29/2017
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	101005-6005 Legal Services	AP062917	504.00	82658	P11029	00094807	06/29/2017
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	101005-6005 Legal Services	AP062917	58.50	82660	P11029	00094807	06/29/2017
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	101005-6005 Legal Services	AP062917	504.00	82662	P11029	00094807	06/29/2017
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	101005-6005 Legal Services	AP062917	3,738.00	82663	P11029	00094807	06/29/2017
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	101005-6005 Legal Services	AP062917	3,381.00	82664	P11029	00094807	06/29/2017

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MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	101005-6005 Legal Services	AP062917	6,888.00	82665	P11029	00094807	06/29/2017
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	101005-6005 Legal Services	AP062917	714.00	82670	P11029	00094807	06/29/2017
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	547525-6005 Legal Services	AP062917	1,281.00	82678	P11029	00094807	06/29/2017
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	101005-6005 Legal Services	AP062917	3,234.00	82681	P11029	00094807	06/29/2017
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	101005-6005 Legal Services	AP062917	1,071.00	82682	P11029	00094807	06/29/2017
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	101005-6005 Legal Services	AP062917	3,129.00	82686	P11029	00094807	06/29/2017
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	101005-6005 Legal Services	AP062917	117.00	82687	P11029	00094807	06/29/2017
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	101005-6005 Legal Services	AP062917	1,150.50	82688	P11029	00094807	06/29/2017
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	101005-6005 Legal Services	AP062917	336.00	82689	P11029	00094807	06/29/2017
Check Total:					174,755.67				
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS	103041-6360 / 50040-6360 Uniforms	AP062917	932.40	35352		00094809	06/29/2017
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS	103041-6360 / 50040-6360 Uniforms	AP062917	131.42	35557		00094809	06/29/2017
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS	103041-6360 / 50040-6360 Uniforms	AP062917	80.81	35933		00094809	06/29/2017
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS	103043-6360 / 50080-6360 Uniforms	AP062917	154.59	35999		00094809	06/29/2017
MW OH	KEYSTONE UNIFORMS V009178	PD UNIFORMS	103043-6360 / 50080-6360 Uniforms	AP062917	80.80	36040		00094809	06/29/2017
MW OH	KEYSTONE UNIFORMS	PD UNIFORMS	103041-6360 / 50040-6360	AP062917	837.22	36154		00094809	06/29/2017

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V009178		Uniforms						
				Check Total:	2,217.24				
MW OH	KNOTT'S BERRY FARM V000556	P.A.R.K.S EXCURSION TICKETS	0044-2059 Community Services Deposits	AP062917	2,304.00	047RKM4395346		00094810	06/29/2017
				Check Total:	2,304.00				
MW OH	LILLEY PLANNING GROUP V008540	B5/5-14 BLDG OFFICIAL SVS	102532-6290 Dept. Contract Services	AP062917	3,040.00	INV-1838	P11000	00094811	06/29/2017
MW OH	LILLEY PLANNING GROUP V008540	5/5-15 PW INSPECTOR SVS	103550-6290 Dept. Contract Services	AP062917	1,840.00	INV-1839	P11000	00094811	06/29/2017
				Check Total:	4,880.00				
MW OH	MC FADDEN-DALE V000635	PW SUPPLIES	103652-6301 Special Department Supplies	AP062917	36.74	287165/5		00094812	06/29/2017
MW OH	MC FADDEN-DALE V000635	PW SUPPLIES	103652-6301 Special Department Supplies	AP062917	30.33	288038/5		00094812	06/29/2017
MW OH	MC FADDEN-DALE V000635	PW SUPPLIES	103652-6301 Special Department Supplies	AP062917	86.09	288409/5		00094812	06/29/2017
				Check Total:	153.16				
MW OH	MEDINA, CYNTHIA V010481	DEPOSIT REFUND - KRAEMER	100000-4385 Facility Rental	AP062917	100.00	2001640.002		00094813	06/29/2017
				Check Total:	100.00				
MW OH	MUNITEMPS V009595	5/16-25 CODE ENFORCEMENT SVS	103046-6099 Professional Services	AP062917	2,016.00	127294		00094814	06/29/2017
MW OH	MUNITEMPS V009595	5/30-6/7 CODE ENFORCEMENT SVS	103046-6099 Professional Services	AP062917	1,512.00	127334		00094814	06/29/2017
MW OH	MUNITEMPS V009595	4/4-13 CODE ENFORCEMENT SVS	103046-6099 Professional Services	AP062917	2,016.00	127187	P11002	00094814	06/29/2017
MW OH	MUNITEMPS V009595	4/18-25 CODE ENFORCEMENT SVS	103046-6099 Professional Services	AP062917	1,344.00	127219	P11002	00094814	06/29/2017
MW OH	MUNITEMPS	5/2-11 CODE ENFORCEMENT SVS	103046-6099	AP062917	1,904.00	127257	P11002	00094814	06/29/2017

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V009595		Professional Services						
				Check Total:	8,792.00				
MW OH	NICHOLS CONSULTING V009681	SB90 STATE MANDATED COST	102020-6099 Professional Services	AP062917	750.00	2017-9830101-02		00094815	06/29/2017
				Check Total:	750.00				
MW OH	OFFICE INDUSTRIES V007477	RECYCLED PAPER	109595-6301 Special Department Supplies	AP062917	211.57	60218		00094816	06/29/2017
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102020-6315 Office Supplies	AP062917	97.15	60226		00094816	06/29/2017
				Check Total:	308.72				
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP062917	56.62	670582		00094817	06/29/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP062917	93.07	675274		00094817	06/29/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP062917	27.27	675598		00094817	06/29/2017
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP062917	46.15	676175		00094817	06/29/2017
				Check Total:	223.11				
MW OH	PROFESSIONAL TURF V010104	TUFFREE BASEBALL FIELD MAINT	104071-6115 Landscaping	AP062917	7,000.00	6068	P11062	00094818	06/29/2017
				Check Total:	7,000.00				
MW OH	PSYCHOLOGICAL V009259	JUNE EMPLOYMENT EXAMS	101512-6099 Professional Services	AP062917	1,200.00	522643		00094819	06/29/2017
				Check Total:	1,200.00				
MW OH	SO CAL GAS V000909	MAY-JUNE GAS CHARGES	109595-6340 Natural Gas	AP062917	593.62	061917		00094820	06/29/2017
				Check Total:	593.62				
MW OH	SPARKLETTS	JUNE WATER, COFFEE SVS	109595-6301	AP062917	2,280.14	4106122 061717		00094821	06/29/2017

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000967		Special Department Supplies						
				Check Total:	2,280.14				
MW OH	ST JOSEPH HERITAGE V001728	MAY EMPLOYEE PHYSICALS	101512-6099 Professional Services	AP062917	360.00	68626		00094822	06/29/2017
				Check Total:	360.00				
MW OH	TANALES, KRISTINE V010479	DEPOSIT REFUND - AGUIRRE	100000-4385 Facility Rental	AP062917	100.00	2001652.002		00094823	06/29/2017
				Check Total:	100.00				
MW OH	TRAFFIC MANAGEMENT V008463	PW SUPPLIES	103652-6301 Special Department Supplies	AP062917	3,445.07	353704		00094824	06/29/2017
MW OH	TRAFFIC MANAGEMENT V008463	PW SUPPLIES	103652-6301 Special Department Supplies	AP062917	269.38	353968		00094824	06/29/2017
MW OH	TRAFFIC MANAGEMENT V008463	PW SUPPLIES	103652-6301 Special Department Supplies	AP062917	284.87	357448		00094824	06/29/2017
				Check Total:	3,999.32				
MW OH	TYLER LIGHTING SERVICES V008707	MCFADDEN PARK LIGHT REPAIRS	103654-6301 Special Department Supplies	AP062917	321.10	09651		00094825	06/29/2017
				Check Total:	321.10				
MW OH	UNIQUE PRINTING V010259	CUSOTM EZ-UP, BACKDROP	213041-6301 Special Department Supplies	AP062917	2,490.38	37887		00094826	06/29/2017
				Check Total:	2,490.38				
MW OH	UNITED STATES POSTAL V010482	PPERMIT 26 MARKETING MAIL	104070-6325 Postage	AP062917	225.00	62017		00094827	06/29/2017
				Check Total:	225.00				
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 6/17 PD 6/23	0010-2126 Employee PARS/ARS W/H	AP062917	1,129.14	62317J		00094828	06/29/2017
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 6/17 PD 6/23	0010-2131 Employer PARS/ARS Payable	AP062917	2,235.15	62317J		00094828	06/29/2017
MW OH	US BANK PARS #6746022400	PARS/ARS P/E 6/17 PD 6/23	0037-2131	AP062917	36.91	62317J		00094828	06/29/2017

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008781		Employer PARS/ARS Payable						
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 6/17 PD 6/23	0048-2131 Employer PARS/ARS Payable	AP062917	92.29	62317J		00094828	06/29/2017
				Check Total:	3,493.49				
MW OH	VERDIN, LYDIA V010478	FACILITY PERMIT REFUND	100000-4385 Facility Rental	AP062917	110.00	2001648.002		00094829	06/29/2017
				Check Total:	110.00				
MW OH	VILLAGE NURSERIES V001098	CREDIT	103652-6301 Special Department Supplies	AP062917	-181.50	16428218		00094830	06/29/2017
MW OH	VILLAGE NURSERIES V001098	PLANTS, MATERIALS	109595-6999 Other Expenditure	AP062917	4,435.51	16429455		00094830	06/29/2017
				Check Total:	4,254.01				
MW OH	VMI INC. V006672	PROJECTOR SCREEN	104071-6301 Special Department Supplies	AP062917	1,848.97	239170		00094831	06/29/2017
				Check Total:	1,848.97				
MW OH	WALLIN, OCEAN V010480	DEPOSIT REFUND - WHITTEN	100000-4385 Facility Rental	AP062917	150.00	2001641.002		00094832	06/29/2017
				Check Total:	150.00				
MW OH	WEST COAST ARBORISTS IN V001124	RESIDENT TREE MAINT	0044-2039 Tree Trimming Deposits	AP062917	90.00	126571		00094833	06/29/2017
MW OH	WEST COAST ARBORISTS IN V001124	ALM TREE SKINNING	333552-6185 / 61127-6185 Construction Services	AP062917	3,720.00	126968	P11039	00094833	06/29/2017
				Check Total:	3,810.00				
MW OH	YAMAGUCHI, BRIAN V003248	MAY RESERVE OFFICER STIPEND	103041-5005 / 50065-5005 Salaries/Part-Time	AP062917	200.00	MAY 2017		00094834	06/29/2017
				Check Total:	200.00				
MW OH	YORBA LINDA WATER V001148	APRIL-MAY WATER CHARGES	109595-6335 Water	AP062917	1,427.04	060517		00094835	06/29/2017
				Check Total:	1,427.04				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	HALO CONFIDENTIAL V008544	MAY PD TRAINING, BACKGROUNDS	109595-6999 Other Expenditure	AP063017	16,106.60	0081		00094836	06/29/2017
MW OH	HALO CONFIDENTIAL V008544	JUNE PD BACKGROUNDS	109595-6999 Other Expenditure	AP063017	9,023.00	0082		00094836	06/29/2017
MW OH	HALO CONFIDENTIAL V008544	JUNE PD TRAINING, BACKGROUNDS	109595-6999 Other Expenditure	AP063017	4,788.75	0083		00094836	06/29/2017
MW OH	HALO CONFIDENTIAL V008544	MAY PD BACKGROUND SCREENING	109595-6999 Other Expenditure	AP063017	1,400.00	0084		00094836	06/29/2017
Check Total:					31,318.35				
MW OH	PLACENTIA, CITY OF V000778	JUNE DENTAL CLAIMS	395083-5130 Dental Claim	AP070417	1,574.60	6717-63017		00094838	07/05/2017
Check Total:					1,574.60				
MW OH	PLACENTIA, CITY OF V000782	JUNE WORKERS COMP CLAIMS	404580-5165 Workers' Compensation Claims	AP070417	57,910.46	60517-63017		00094839	07/05/2017
Check Total:					57,910.46				
Type Total:					1,098,480.58				
Check Total:					1,098,480.58				

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Electronic Disbursement Register

For 07/11/2017
 FY16/17

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
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Grand Total: 213,662.70

EDR Totals by ID

AP	0.00
EP	213,662.70
IP	0.00
OP	0.00

<u>Fund Name</u>	<u>EDR Totals by Fund</u>
101-General Fund (0010)	267,533.14
265-Landscape Maintenance (0029)	1,207.00
275-Sewer Maintenance (0048)	5,929.72
501-Refuse Administration (0037)	787.74
601-Employee Health & Wlfre (0039)	-61,896.60
701-Special Deposits (0044)	101.70

Void Total: 0.00
EDR Total: 213,662.70

Electronic Disbursement Sub Totals: 213,662.70

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	AMERICAN FIDELITY V010011	P/E 6/3 PD 6/9	0010-2188 Health Care SSA	ACH061217	1,306.29	6917N		00009439	06/12/2017
EP	AMERICAN FIDELITY V010011	P/E 6/3 PD 6/9	0010-2155 Per Sec Plan - Opt. Life	ACH061217	35.10	6917N		00009439	06/12/2017
EP	AMERICAN FIDELITY V010011	P/E 6/3 PD 6/9	0029-2188 Health Care SSA	ACH061217	2.50	6917N		00009439	06/12/2017
EP	AMERICAN FIDELITY V010011	P/E 6/3 PD 6/9	395000-2187 Voluntary Plan Life	ACH061217	527.22	6917N		00009439	06/12/2017
EP	AMERICAN FIDELITY V010011	P/E 6/3 PD 6/9	0037-2188 Health Care SSA	ACH061217	5.92	6917N		00009439	06/12/2017
EP	AMERICAN FIDELITY V010011	P/E 6/3 PD 6/9	0048-2188 Health Care SSA	ACH061217	3.58	6917N		00009439	06/12/2017
Check Total:					1,880.61				
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/3 PD 6/9	0010-2145 Employee PERS Payback W/H	ACH061217	148.81	6917O		00009440	06/12/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/3 PD 6/9	0010-2150 Survivor Benefit Package	ACH061217	107.50	6917O		00009440	06/12/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/3 PD 6/9	0010-2165 PERS Employer Payable	ACH061217	72.52	6917O		00009440	06/12/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/3 PD 6/9	0010-2195 PERS Uniform	ACH061217	24.07	6917O		00009440	06/12/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/3 PD 6/9	0029-2140 Employee PERS W/H	ACH061217	655.09	6917O		00009440	06/12/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/3 PD 6/9	0029-2145 Employee PERS Payback W/H	ACH061217	7.30	6917O		00009440	06/12/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/3 PD 6/9	0029-2150 Survivor Benefit Package	ACH061217	1.09	6917O		00009440	06/12/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/3 PD 6/9	0029-2195 PERS Uniform	ACH061217	0.42	6917O		00009440	06/12/2017
EP	CALIFORNIA PUBLIC	PERS P/E 6/3 PD 6/9	0010-2140	ACH061217	124,428.67	6917O		00009440	06/12/2017

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V010053		Employee PERS W/H						
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/3 PD 6/9	0037-2140 Employee PERS W/H	ACH061217	338.33	69170		00009440	06/12/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/3 PD 6/9	395083-5145 Retirement PERS	ACH061217	-62,423.82	69170		00009440	06/12/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/3 PD 6/9	0037-2150 Survivor Benefit Package	ACH061217	0.29	69170		00009440	06/12/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/3 PD 6/9	0048-2140 Employee PERS W/H	ACH061217	2,980.27	69170		00009440	06/12/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/3 PD 6/9	0048-2145 Employee PERS Payback W/H	ACH061217	7.30	69170		00009440	06/12/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/3 PD 6/9	0048-2150 Survivor Benefit Package	ACH061217	4.35	69170		00009440	06/12/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/3 PD 6/9	0048-2165 PERS Employer Payable	ACH061217	4.08	69170		00009440	06/12/2017
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/3 PD 6/9	0048-2195 PERS Uniform	ACH061217	1.41	69170		00009440	06/12/2017
				Check Total:	66,357.68				
EP	EMPLOYMENT V010052	STATE TAX - B. GOINT	0010-2135 Calif Income Tax W/H	ACH061217	14.54	61217B		00009441	06/12/2017
EP	EMPLOYMENT V010052	STATE TAX P/E 6/3 PD 6/9	0029-2135 Calif Income Tax W/H	ACH061217	78.34	6917M		00009441	06/12/2017
EP	EMPLOYMENT V010052	STATE TAX P/E 6/3 PD 6/9	0010-2135 Calif Income Tax W/H	ACH061217	17,514.71	6917M		00009441	06/12/2017
EP	EMPLOYMENT V010052	STATE TAX P/E 6/3 PD 6/9	0037-2135 Calif Income Tax W/H	ACH061217	82.14	6917M		00009441	06/12/2017
EP	EMPLOYMENT V010052	STATE TAX P/E 6/3 PD 6/9	0048-2135 Calif Income Tax W/H	ACH061217	475.29	6917M		00009441	06/12/2017
				Check Total:	18,165.02				
EP	INTERNAL REVENUE	FED/MED/SS - B. GOINT	0010-2110	ACH061217	108.55	61317A		00009442	06/12/2017

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
	V010054		Federal Income Tax W/H					
EP	INTERNAL REVENUE V010054	FED/MED/SS - B. GOINT	0010-2115 Employee Medicare W/H	ACH061217	14.53 61317A		00009442	06/12/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS - B. GOINT	0010-2120 Employer Medicare Payable	ACH061217	14.53 61317A		00009442	06/12/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/3 PD 6/9	0010-2115 Employee Medicare W/H	ACH061217	5,858.92 6917L		00009442	06/12/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/3 PD 6/9	0048-2120 Employer Medicare Payable	ACH061217	177.69 6917L		00009442	06/12/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/3 PD 6/9	0010-2120 Employer Medicare Payable	ACH061217	5,858.92 6917L		00009442	06/12/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/3 PD 6/9	0010-2110 Federal Income Tax W/H	ACH061217	53,427.12 6917L		00009442	06/12/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/3 PD 6/9	0010-2125 Employee Social Sec W/H	ACH061217	18.60 6917L		00009442	06/12/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/3 PD 6/9	0010-2130 Employer Soc Sec Payable	ACH061217	18.60 6917L		00009442	06/12/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/3 PD 6/9	0029-2110 Federal Income Tax W/H	ACH061217	285.74 6917L		00009442	06/12/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/3 PD 6/9	0029-2115 Employee Medicare W/H	ACH061217	41.76 6917L		00009442	06/12/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/3 PD 6/9	0029-2120 Employer Medicare Payable	ACH061217	41.76 6917L		00009442	06/12/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/3 PD 6/9	0037-2110 Federal Income Tax W/H	ACH061217	220.68 6917L		00009442	06/12/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/3 PD 6/9	0037-2115 Employee Medicare W/H	ACH061217	21.44 6917L		00009442	06/12/2017
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/3 PD 6/9	0037-2120 Employer Medicare Payable	ACH061217	21.44 6917L		00009442	06/12/2017
EP	INTERNAL REVENUE	FED/MED/SS P/E 6/3 PD 6/9	0048-2110	ACH061217	1,454.56 6917L		00009442	06/12/2017

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V010054		Federal Income Tax W/H						
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/3 PD 6/9	0048-2115 Employee Medicare W/H	ACH061217	177.69	6917L		00009442	06/12/2017
				Check Total:	67,762.53				
EP	EMPLOYMENT V010052	STATE TAX JUNE PTO BUYBACKS	0010-2135 Calif Income Tax W/H	ACH061617	4,572.51	61617B		00009443	06/16/2017
EP	EMPLOYMENT V010052	STATE TAX JUNE PTO BUYBACKS	0048-2135 Calif Income Tax W/H	ACH061617	5.19	61617B		00009443	06/16/2017
				Check Total:	4,577.70				
EP	INTERNAL REVENUE V010054	FED/MED TAX JUNE PTO BUYBACKS	0010-2115 Employee Medicare W/H	ACH061617	1,337.74	61617A		00009444	06/16/2017
EP	INTERNAL REVENUE V010054	FED/MED TAX JUNE PTO BUYBACKS	0010-2120 Employer Medicare Payable	ACH061617	1,337.74	61617A		00009444	06/16/2017
EP	INTERNAL REVENUE V010054	FED/MED TAX JUNE PTO BUYBACKS	0010-2110 Federal Income Tax W/H	ACH061617	17,308.57	61617A		00009444	06/16/2017
EP	INTERNAL REVENUE V010054	FED/MED TAX JUNE PTO BUYBACKS	0048-2110 Federal Income Tax W/H	ACH061617	19.65	61617A		00009444	06/16/2017
EP	INTERNAL REVENUE V010054	FED/MED TAX JUNE PTO BUYBACKS	0048-2120 Employer Medicare Payable	ACH061617	1.20	61617A		00009444	06/16/2017
EP	INTERNAL REVENUE V010054	FED/MED TAX JUNE PTO BUYBACKS	0048-2115 Employee Medicare W/H	ACH061617	1.20	61617A		00009444	06/16/2017
				Check Total:	20,006.10				
EP	ICMA RETIREMENT TRUST V000496	P/E 6/17/17 PD DATE 6/23/17	0010-2170 Deferred Comp Payable - ICMA	PY17013	14,430.08	2995/1701013		00009445	06/23/2017
EP	ICMA RETIREMENT TRUST V000496	P/E 6/17/17 PD DATE 6/23/17	0029-2170 Deferred Comp Payable - ICMA	PY17013	93.00	2995/1701013		00009445	06/23/2017
EP	ICMA RETIREMENT TRUST V000496	P/E 6/17/17 PD DATE 6/23/17	0048-2170 Deferred Comp Payable - ICMA	PY17013	616.26	2995/1701013		00009445	06/23/2017
EP	ICMA RETIREMENT TRUST	P/E 6/17/17 PD DATE 6/23/17	0037-2170	PY17013	97.50	2995/1701013		00009445	06/23/2017

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	V000496		Deferred Comp Payable - ICMA						
				Check Total:	15,236.84				
EP	BANK OF AMERICA V008741	AIRFARE LEAGUE FORUM - SMITH	101001-6245 Meetings & Conferences	ACH052317	523.96	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH052317	132.57	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH052317	117.72	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH052317	94.28	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH052317	46.28	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	BUSINESS MEETING LUNCH	101001-6245 Meetings & Conferences	ACH052317	45.91	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH052317	42.17	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	INNOVATION AWARDS REG - WANKE	101001-6245 Meetings & Conferences	ACH052317	65.00	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	INNOVATION AWARDS REG - MELIA	101001-6245 Meetings & Conferences	ACH052317	65.00	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	ICSC CONF HOTEL - WANKE	101001-6245 Meetings & Conferences	ACH052317	134.92	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	ICSC CONF HOTEL - SHADER	101001-6245 Meetings & Conferences	ACH052317	134.92	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	NEWS PAPER SUBSCRIPTION	101001-6320 Books & Periodicals	ACH052317	446.61	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	BUSINESS MEETING LUNCH	101511-6245 Meetings & Conferences	ACH052317	35.14	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	TOD WORKING LUNCH	101511-6245 Meetings & Conferences	ACH052317	65.95	APRIL 17		00009535	06/01/2017

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EP	BANK OF AMERICA V008741	BUSINESS MEETING LUNCH	101511-6245 Meetings & Conferences	ACH052317	33.50	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	BUSINESS MEETING LUNCH	101511-6245 Meetings & Conferences	ACH052317	84.63	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	INNOVATION AWARDS REG	101511-6245 Meetings & Conferences	ACH052317	65.00	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	INNOVATION AWARDS REG	101511-6245 Meetings & Conferences	ACH052317	65.00	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	INNOVATION AWARDS REG	101511-6245 Meetings & Conferences	ACH052317	65.00	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	INNOVATION AWARDS REG	101511-6245 Meetings & Conferences	ACH052317	65.00	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	INNOVATION AWARDS REG	101511-6245 Meetings & Conferences	ACH052317	65.00	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	INNOVATION AWARDS REG	101511-6245 Meetings & Conferences	ACH052317	65.00	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	ICSC CONFERENCE AIRFARE	101511-6245 Meetings & Conferences	ACH052317	274.98	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	BUSINESS MEETING LUNCH	101511-6245 Meetings & Conferences	ACH052317	40.34	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	ICSC CONFERENCE HOTEL - ARRULA	101511-6245 Meetings & Conferences	ACH052317	134.92	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	CREDIT	101511-6315 Office Supplies	ACH052317	-37.80	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	EMPLOYMENT ADVERTISEMENT	101512-6225 Advertising/Promotional	ACH052317	25.00	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	TRAINING MEETING MEALS	101512-6245 Meetings & Conferences	ACH052317	27.84	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	WLG SUMMIT REG - ORTEGA	101512-6245 Meetings & Conferences	ACH052317	105.00	APRIL 17		00009535	06/01/2017

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EP	BANK OF AMERICA V008741	HR BUDGET PREP MTG MEALS	101512-6245 Meetings & Conferences	ACH052317	24.84	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	HR BUDGET MTG MEALS	101512-6245 Meetings & Conferences	ACH052317	24.62	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	STAFF TRAINING SUPPLIES	101512-6250 Staff Training	ACH052317	170.91	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	STAFF TRAINING SUPPLIES	101512-6250 Staff Training	ACH052317	50.00	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	INTERVIEW PANEL MEALS	101512-6301 Special Department Supplies	ACH052317	124.52	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	INTERVIEW PANEL MEALS	101512-6301 Special Department Supplies	ACH052317	83.00	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	INTERVIEW PANEL SUPPLIES	101512-6301 Special Department Supplies	ACH052317	129.94	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	INTERVIEW PANEL SUPPLIES	101512-6301 Special Department Supplies	ACH052317	56.99	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	INTERVIEW PANEL MEALS	101512-6301 Special Department Supplies	ACH052317	52.27	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	INTERVIEW PANEL MEALS	101512-6301 Special Department Supplies	ACH052317	147.96	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	INTERVIEW PANEL SUPPLIES	101512-6301 Special Department Supplies	ACH052317	23.36	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	INTERVIEW PANEL MEALS	101512-6301 Special Department Supplies	ACH052317	68.34	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	LAPTOP CASE	101512-6315 Office Supplies	ACH052317	53.86	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101512-6315 Office Supplies	ACH052317	72.65	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101512-6315 Office Supplies	ACH052317	19.38	APRIL 17		00009535	06/01/2017

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EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101512-6315 Office Supplies	ACH052317	13.73	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	TERAMIND SOFTWARE SUPPORT	101523-6136 Software Maintenance	ACH052317	50.00	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	PW AUTOCAD SUBSCRIPTION	101523-6365 Computer Software	ACH052317	185.00	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	PAYROLL SEMINAR REG - WONG	102020-6245 Meetings & Conferences	ACH052317	199.00	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	SENIOR CENTER SUPPLIES	0044-2064 Senior Advisory Committee	ACH052317	101.70	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	PAYROLL SEMINAR REG - KNUTSON	102020-6245 Meetings & Conferences	ACH052317	199.00	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	LOVE PLACENTIA SUPPLIES	109595-6999 Other Expenditure	ACH052317	1,244.98	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	APA MEMBERSHIP	102531-6255 Dues & Memberships	ACH052317	515.00	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	102531-6315 Office Supplies	ACH052317	8.29	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	102531-6315 Office Supplies	ACH052317	8.61	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	CREDIT	102531-6315 Office Supplies	ACH052317	-18.57	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	102532-6315 Office Supplies	ACH052317	73.87	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	ICSC CONFERNCE FEES	102534-6245 Meetings & Conferences	ACH052317	675.00	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	ICSC CONF HOTEL - ORTEGA	102534-6245 Meetings & Conferences	ACH052317	134.92	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	ICSC CONF HOTEL - LAMBERT	102534-6245 Meetings & Conferences	ACH052317	134.92	APRIL 17		00009535	06/01/2017

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EP	BANK OF AMERICA V008741	CREDIT FOR FRAUD CHARGES	103040-6301 Special Department Supplies	ACH052317	-1,492.35	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	DISPATCHER WEEK MEALS	103040-6301 Special Department Supplies	ACH052317	18.61	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	103040-6301 Special Department Supplies	ACH052317	53.74	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	CREDIT FOR FRAUD CHARGES	103040-6301 Special Department Supplies	ACH052317	-1,506.44	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	PD FRAUD CHARGES	103040-6301 Special Department Supplies	ACH052317	1,492.35	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	CREDIT FOR FRAUD CHARGES	103040-6301 Special Department Supplies	ACH052317	-15.06	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	103040-6315 Office Supplies	ACH052317	12.92	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	DESK KEY	103040-6315 Office Supplies	ACH052317	16.16	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	PD TRAINING REG	103041-6250 Staff Training	ACH052317	1,200.00	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	PD K9 TRAINING REG	103041-6250 Staff Training	ACH052317	1,276.00	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	PD SUPPLIES	103041-6301 Special Department Supplies	ACH052317	18.99	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	PD STAFF MEETING MEALS	103041-6301 Special Department Supplies	ACH052317	49.38	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	PD WOMENS LOCKER ROOM RACK	103041-6301 Special Department Supplies	ACH052317	30.16	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	BRIEFING ROOM REFRIGERATOR	103041-6301 Special Department Supplies	ACH052317	124.03	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	PD STAFF MEETING MEALS	103041-6301 Special Department Supplies	ACH052317	49.09	APRIL 17		00009535	06/01/2017

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EP	BANK OF AMERICA V008741	PD STAFF MEETING MEALS	103041-6301 Special Department Supplies	ACH052317	67.41	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	PD LUNCH MEETING MEALS	103041-6301 Special Department Supplies	ACH052317	61.34	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	NARC KITS	103041-6301 / 50040-6301 Special Department Supplies	ACH052317	200.42	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	CHIEF UNIFORM	103041-6360 Uniforms	ACH052317	338.00	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	CHIEF UNIFORM	103041-6360 Uniforms	ACH052317	122.95	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	CREDIT - CHIEF UNIFORM	103041-6360 Uniforms	ACH052317	-12.00	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	WINDOW TINTING	103042-6301 Special Department Supplies	ACH052317	115.00	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	PD COMM BUREAU MTG MEALS	103043-6301 Special Department Supplies	ACH052317	95.90	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	PD STAFF MEETING MEALS	103043-6301 Special Department Supplies	ACH052317	34.34	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	RANGE SUPPLIES	103043-6301 Special Department Supplies	ACH052317	54.99	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	RANGE SUPPLIES	103043-6301 Special Department Supplies	ACH052317	41.89	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	RANGE SUPPLIES	103043-6301 Special Department Supplies	ACH052317	15.99	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	PD RECORDS SUPPLIES	103043-6301 Special Department Supplies	ACH052317	269.14	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	PD RECORDS SUPPLIES	103043-6301 Special Department Supplies	ACH052317	154.78	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	MAY CEAOC MTG REG - ESTEVEZ	103550-6245 Meetings & Conferences	ACH052317	168.00	APRIL 17		00009535	06/01/2017

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EP	BANK OF AMERICA V008741	CIVIL ENG MEMBERSHIP	103550-6255 Dues & Memberships	ACH052317	190.00	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	CIVIL ENG MEMBERSHIP	103550-6255 Dues & Memberships	ACH052317	55.00	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	PICTURE FRAMING SVS	103550-6301 Special Department Supplies	ACH052317	138.54	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	103550-6315 Office Supplies	ACH052317	107.73	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	OSHA MANUAL	103550-6320 Books & Periodicals	ACH052317	127.43	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	PW STANDARDS BOOKS	103550-6320 Books & Periodicals	ACH052317	49.69	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	GRAFFITI PAINT	103652-6301 Special Department Supplies	ACH052317	531.80	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	PW TOOLS	103652-6301 Special Department Supplies	ACH052317	83.79	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	BALLAST	103654-6130 Repair & Maint/Facilities	ACH052317	39.96	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	CLEANING SUPPLIES	103654-6130 Repair & Maint/Facilities	ACH052317	132.24	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	PW SUPPLIES	103654-6137 Repair Maint/Equipment	ACH052317	35.92	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	CEILING TILES	103654-6137 Repair Maint/Equipment	ACH052317	130.75	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	MAYORS OFFICE LOCKS	103654-6137 Repair Maint/Equipment	ACH052317	41.36	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	PLUMBING MATERIALS	103654-6137 Repair Maint/Equipment	ACH052317	27.12	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	FACILITY REPAIR SUPPLIES	103654-6137 Repair Maint/Equipment	ACH052317	52.83	APRIL 17		00009535	06/01/2017

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EP	BANK OF AMERICA V008741	CITY YARD MATERIALS	103654-6137 Repair Maint/Equipment	ACH052317	132.92	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	KITCHEN CABINETS	103654-6137 Repair Maint/Equipment	ACH052317	306.07	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	EVIDENCE ROOM REPAIR	103654-6137 Repair Maint/Equipment	ACH052317	86.11	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	TUFFFREE SNACK SHACK REPAIRS	103654-6137 Repair Maint/Equipment	ACH052317	226.60	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	CITY HALL CLOCKS	103654-6301 Special Department Supplies	ACH052317	74.28	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	FACILITIES SUPPLIES	103654-6301 Special Department Supplies	ACH052317	18.13	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	TRASH BAGS FOR DOWNTOWN	103655-6301 Special Department Supplies	ACH052317	161.43	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	PW SUPPLIES	103655-6301 Special Department Supplies	ACH052317	33.67	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	PW SUPPLIES	103655-6301 Special Department Supplies	ACH052317	129.20	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	SMOG TEST	103658-6290 Dept. Contract Services	ACH052317	45.00	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	SMOG TEST	103658-6290 Dept. Contract Services	ACH052317	45.00	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	SMOG TEST	103658-6290 Dept. Contract Services	ACH052317	45.00	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	SMOG TEST	103658-6290 Dept. Contract Services	ACH052317	45.00	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	SMOG TEST	103658-6290 Dept. Contract Services	ACH052317	45.00	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	SMOG TEST	103658-6290 Dept. Contract Services	ACH052317	45.00	APRIL 17		00009535	06/01/2017

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EP	BANK OF AMERICA V008741	SMOG TEST	103658-6290 Dept. Contract Services	ACH052317	45.00	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	SMOG TEST	103658-6290 Dept. Contract Services	ACH052317	45.00	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	SMOG TEST	103658-6290 Dept. Contract Services	ACH052317	45.00	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	SMOG TEST	103658-6290 Dept. Contract Services	ACH052317	45.00	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	SMOG TEST	103658-6290 Dept. Contract Services	ACH052317	45.00	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	VEHICLE PARTS	103658-6301 Special Department Supplies	ACH052317	34.99	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	TIRE CHANGER PARTS	103658-6301 Special Department Supplies	ACH052317	133.65	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ACH052317	143.46	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ACH052317	94.58	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ACH052317	70.44	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	SR CENTER SUPPLIES	104071-6301 / 79278-6301 Special Department Supplies	ACH052317	126.85	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	DRY CLEANING SVS FOR REC DEPT	104071-6301 Special Department Supplies	ACH052317	20.00	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ACH052317	94.86	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	DRY CLEANING SVS FOR REC DEPT	104071-6301 Special Department Supplies	ACH052317	20.00	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	DD DANCE SUPPLIES	104071-6301 Special Department Supplies	ACH052317	26.80	APRIL 17		00009535	06/01/2017

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For 07/05/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	BANK OF AMERICA V008741	REC FACILITY CLEANING SUPPLIES	104071-6301 Special Department Supplies	ACH052317	399.85	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	REC PROGRAM SUPPLIES	104071-6301 Special Department Supplies	ACH052317	240.25	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	KOCH PARK PHONE	104071-6301 Special Department Supplies	ACH052317	33.24	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	DD DANCE SUPPLIES	104071-6301 Special Department Supplies	ACH052317	104.49	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	DD DANCE SUPPLIES	104071-6301 Special Department Supplies	ACH052317	10.00	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	COMMUNITY MEETING SUPPLIES	104071-6301 Special Department Supplies	ACH052317	55.39	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	REC SUMMER ADVERTISING	104071-6301 Special Department Supplies	ACH052317	75.00	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	EASTER EVENT SUPPLIES	104071-6301 / 79390-6301 Special Department Supplies	ACH052317	115.11	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	EASTER EVENT SUPPLIES	104071-6301 / 79390-6301 Special Department Supplies	ACH052317	2.14	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	EASTER EVENT SUPPLIES	104071-6301 / 79390-6301 Special Department Supplies	ACH052317	103.02	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	WHITTEN CENTER SUPPLIES	104077-6301 Special Department Supplies	ACH052317	574.86	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	WHITTEN CENTER SUPPLIES	104077-6301 Special Department Supplies	ACH052317	11.92	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	MEETING SUPPLIES	109595-6301 Special Department Supplies	ACH052317	197.79	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	SHIPPING CHARGES	109595-6301 Special Department Supplies	ACH052317	1.24	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	CITY PINS	109595-6301 Special Department Supplies	ACH052317	155.20	APRIL 17		00009535	06/01/2017

City of Placentia
Electronic Disbursement Register
For 07/05/2017

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	BANK OF AMERICA V008741	EVENT REG - ARRULA	109595-6301 Special Department Supplies	ACH052317	65.00	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	EVENT REG - SHADER	109595-6301 Special Department Supplies	ACH052317	65.00	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	EVENT REG - SMITH	109595-6301 Special Department Supplies	ACH052317	65.00	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	KITCHEN CABINETS	109595-6999 Other Expenditure	ACH052317	474.10	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	STORAGE CABINET	109595-6999 Other Expenditure	ACH052317	795.46	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	KITCHEN REMODEL SUPPLIES	109595-6999 Other Expenditure	ACH052317	482.58	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	LOVE PLACENTIA SUPPLIES	109595-6999 Other Expenditure	ACH052317	14.03	APRIL 17		00009535	06/01/2017
EP	BANK OF AMERICA V008741	LOVE PLACENTIA SUPPLIES	109595-6999 Other Expenditure	ACH052317	749.69	APRIL 17		00009535	06/01/2017
Check Total:					19,676.22				
Type Total:					213,662.70				
Check Total:					213,662.70				

City of Placentia
Check Register
 For 07/11/2017
 FY 17/18

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Grand Total: 89,820.00

<u>Check Totals by ID</u>	
AP	89,820.00
EP	0.00
IP	0.00
OP	0.00

Fund Name	<u>Check Totals by Fund</u>
101-General Fund (0010)	89,820.00

Void Total: 0.00
Check Total: 89,820.00

Check Total: 89,820.00

**City of Placentia
Check Register**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	PUBLIC SAFETY SYSTEMS V000820	ICIS RECORD SYSTEM SOFTWARE	103043-6099 / 50080-6099 Professional Services	AP070314	15,950.00	4545	P11075	00094837	07/03/2017
MW OH	PUBLIC SAFETY SYSTEMS V000820	CAD SYSTEM SOFTWARE SUPPORT	103043-6099 / 50080-6099 Professional Services	AP070314	46,685.00	4545	P11075	00094837	07/03/2017
MW OH	PUBLIC SAFETY SYSTEMS V000820	ICIS FIELD REPORTING SOFTWARE	103043-6099 / 50080-6099 Professional Services	AP070314	12,680.00	4545	P11075	00094837	07/03/2017
MW OH	PUBLIC SAFETY SYSTEMS V000820	REPLICATED DATA BASE	103043-6099 / 50080-6099 Professional Services	AP070314	2,535.00	4545	P11075	00094837	07/03/2017
MW OH	PUBLIC SAFETY SYSTEMS V000820	RESPONSE MOBILE SOFTWARE	103043-6099 / 50080-6099 Professional Services	AP070314	11,970.00	4545	P11075	00094837	07/03/2017
Check Total:					89,820.00				
Type Total:					89,820.00				
Check Total:					89,820.00				

City of Placentia
Electronic Disbursement Register

For 07/11/2017
 FY 17/18

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
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Grand Total: 66,768.33

EDR Totals by ID

AP	0.00
EP	66,768.33
IP	0.00
OP	0.00

Fund Name	<u>EDR Totals by Fund</u>
601-Employee Health & Wlfre (0039)	66,768.33

Void Total:	0.00
EDR Total:	66,768.33

Electronic Disbursement Sub Totals: 66,768.33

ACH Payroll Direct Deposit for 07/06/17: 285,104.02

Electronic Disbursement Total: 351,872.35

**City of Placentia
Electronic Disbursement Register**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	ACOSTA, JOAQUIN E000017	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	220.00	JULY 17		00009446	07/01/2017
				Check Total:	220.00				
EP	ALDWIR, MAMOUN E000113	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	1,268.72	JULY 17		00009447	07/01/2017
				Check Total:	1,268.72				
EP	ANDERSON, MARLA E000071	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	569.00	JULY 17		00009448	07/01/2017
				Check Total:	569.00				
EP	ARMSTRONG, JOHN T E000046	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	1,628.59	JULY 17		00009449	07/01/2017
				Check Total:	1,628.59				
EP	AUDISS, JAY SCOTT E000125	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	1,654.00	JULY 17		00009450	07/01/2017
				Check Total:	1,654.00				
EP	BABCOCK, CHARLES A E000015	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	313.00	JULY 17		00009451	07/01/2017
				Check Total:	313.00				
EP	BEALS, SHARLENE E000076	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	220.00	JULY 17		00009452	07/01/2017
				Check Total:	220.00				
EP	BERMUDEZ, ALBERT E000124	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	547.98	JULY 17		00009453	07/01/2017
				Check Total:	547.98				
EP	BONESCHANS, DENNIS E000020	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	220.00	JULY 17		00009454	07/01/2017
				Check Total:	220.00				
EP	BUNNELL, DONALD E000062	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	569.00	JULY 17		00009455	07/01/2017

**City of Placentia
Electronic Disbursement Register**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Check Total:	569.00				
EP	BURGNER, ARTHUR E000074	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	569.00	JULY 17		00009456	07/01/2017
				Check Total:	569.00				
EP	CHANDLER, JOHN P E000109	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	1,266.00	JULY 17		00009457	07/01/2017
				Check Total:	1,266.00				
EP	CHANG, ROBERT E000107	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	1,729.52	JULY 17		00009458	07/01/2017
				Check Total:	1,729.52				
EP	COBBETT, GEOFFREY E000007	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	569.00	JULY 17		00009459	07/01/2017
				Check Total:	569.00				
EP	COOK, ARLENE M E000018	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	569.00	JULY 17		00009460	07/01/2017
				Check Total:	569.00				
EP	D'AMATO, ROBERT E000056	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	220.00	JULY 17		00009461	07/01/2017
				Check Total:	220.00				
EP	DAVID, PRESTON E000112	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	1,351.00	JULY 17		00009462	07/01/2017
				Check Total:	1,351.00				
EP	DAVIS, CAROLYN E000005	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	569.00	JULY 17		00009463	07/01/2017
				Check Total:	569.00				
EP	DELOS SANTOS, JAMIE E000045	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	1,300.86	JULY 17		00009464	07/01/2017
				Check Total:	1,300.86				
EP	DICKSON, ROBERTA JO	JULY MEDICAL REIMBURSEMENT	395083-5161	ACH070117	220.00	JULY 17		00009465	07/01/2017

**City of Placentia
Electronic Disbursement Register**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	E000011		Health Insurance Premiums						
				Check Total:	220.00				
EP	DOWNEY, CAROL E000082	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	569.00	JULY 17		00009466	07/01/2017
				Check Total:	569.00				
EP	ECKENRODE, NORMAN E000029	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	569.00	JULY 17		00009467	07/01/2017
				Check Total:	569.00				
EP	ELSTRO, ANN M E000027	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	569.00	JULY 17		00009468	07/01/2017
				Check Total:	569.00				
EP	ESCOBOSA, LILLIAN E000055	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	569.00	JULY 17		00009469	07/01/2017
				Check Total:	569.00				
EP	ESPINOZA, ROSALINDA E000016	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	586.43	JULY 17		00009470	07/01/2017
				Check Total:	586.43				
EP	FRICKE, JUERGEN E000075	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	750.00	JULY 17		00009471	07/01/2017
				Check Total:	750.00				
EP	FULLER, GLENN H E000081	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	750.00	JULY 17		00009472	07/01/2017
				Check Total:	750.00				
EP	GALLANT, KAREN E000008	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	569.00	JULY 17		00009473	07/01/2017
				Check Total:	569.00				
EP	GARNER, JO ANN E000047	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	569.00	JULY 17		00009474	07/01/2017

City of Placentia
Electronic Disbursement Register

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Check Total:	569.00				
EP	GARNER, KITTY E000080	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	870.00	JULY 17		00009475	07/01/2017
				Check Total:	870.00				
EP	GOMEZ, DANIEL E000049	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	569.00	JULY 17		00009476	07/01/2017
				Check Total:	569.00				
EP	GRIMM, DENNIS L E000042	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	536.00	JULY 17		00009477	07/01/2017
				Check Total:	536.00				
EP	HOCH, ELEANOR M E000078	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	220.00	JULY 17		00009478	07/01/2017
				Check Total:	220.00				
EP	HOLTSCRAW, KATHERINE E000121	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	471.54	JULY 17		00009479	07/01/2017
				Check Total:	471.54				
EP	IRVINE, SUZETTE E000019	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	569.00	JULY 17		00009480	07/01/2017
				Check Total:	569.00				
EP	JENKINS, ROBERT E000084	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	579.26	JULY 17		00009481	07/01/2017
				Check Total:	579.26				
EP	JOHNSON, SHARON E000099	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	569.00	JULY 17		00009482	07/01/2017
				Check Total:	569.00				
EP	JONES, ROBERT E000053	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	196.21	JULY 17		00009483	07/01/2017
				Check Total:	196.21				
EP	JUDD, TERRELL	AUG MEDICAL REIMBURSEMENT	395083-5161	ACH070117	1,795.00	JULY 17		00009484	07/01/2017

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Electronic Disbursement Register**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	E000115		Health Insurance Premiums						
				Check Total:	1,795.00				
EP	KIRKLAND, RICHARD L E000110	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	196.21	JULY 17		00009485	07/01/2017
				Check Total:	196.21				
EP	LITTLE, DIANE M E000098	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	536.00	JULY 17		00009486	07/01/2017
				Check Total:	536.00				
EP	LOOMIS, CORINNE E000122	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	612.00	JULY 17		00009487	07/01/2017
				Check Total:	612.00				
EP	LOWREY, B J E000041	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	313.00	JULY 17		00009488	07/01/2017
				Check Total:	313.00				
EP	MAERTZWEILER, MICHAEL E000032	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	569.00	JULY 17		00009489	07/01/2017
				Check Total:	569.00				
EP	MANNING, VEDA M E000063	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	220.00	JULY 17		00009490	07/01/2017
				Check Total:	220.00				
EP	MILANO, JAMES E000054	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	569.00	JULY 17		00009491	07/01/2017
				Check Total:	569.00				
EP	MILLER, RICHARD E000106	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	1,266.00	JULY 17		00009492	07/01/2017
				Check Total:	1,266.00				
EP	MOORE, LARRY W E000044	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	220.00	JULY 17		00009493	07/01/2017

**City of Placentia
Electronic Disbursement Register**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Check Total:	220.00				
EP	OLEA, ARLENE J E000014	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	1,351.00	JULY 17		00009494	07/01/2017
				Check Total:	1,351.00				
EP	ORTEGA, MANUEL E E000100	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	697.00	JULY 17		00009495	07/01/2017
				Check Total:	697.00				
EP	PALMER, GEORGE E000094	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	1,042.00	JULY 17		00009496	07/01/2017
				Check Total:	1,042.00				
EP	PASCARELLA, RICHARD E000129	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	1,654.00	JULY 17		00009497	07/01/2017
				Check Total:	1,654.00				
EP	PASCUA, RAYNALD E000114	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	1,729.52	JULY 17		00009498	07/01/2017
				Check Total:	1,729.52				
EP	PASPALL, MIHAJLO E000085	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	520.42	JULY 17		00009499	07/01/2017
				Check Total:	520.42				
EP	PEREZ, ROBERT E000111	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	196.21	JULY 17		00009500	07/01/2017
				Check Total:	196.21				
EP	PICHON, WALTER E000103	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	261.76	JULY 17		00009501	07/01/2017
				Check Total:	261.76				
EP	PINEDA, MATEO E000127	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	772.02	JULY 17		00009502	07/01/2017
				Check Total:	772.02				
EP	PONCE, EDMUND M	JULY MEDICAL REIMBURSEMENT	395083-5161	ACH070117	220.00	JULY 17		00009503	07/01/2017

City of Placentia
Electronic Disbursement Register

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	E000040		Health Insurance Premiums						
				Check Total:	220.00				
EP	REDIFER, KIM R E000022	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	750.00	JULY 17		00009504	07/01/2017
				Check Total:	750.00				
EP	RENDEN, BRIAN E000083	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	1,223.96	JULY 17		00009505	07/01/2017
				Check Total:	1,223.96				
EP	REYES, ROGER T E000024	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	569.00	JULY 17		00009506	07/01/2017
				Check Total:	569.00				
EP	RICE, RUSSELL J E000059	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	1,339.00	JULY 17		00009507	07/01/2017
				Check Total:	1,339.00				
EP	RISHER, THOMAS A E000013	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	569.00	JULY 17		00009508	07/01/2017
				Check Total:	569.00				
EP	RIVERA, AIDA E000026	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	220.00	JULY 17		00009509	07/01/2017
				Check Total:	220.00				
EP	ROACH, MICHAEL E000105	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	1,266.00	JULY 17		00009510	07/01/2017
				Check Total:	1,266.00				
EP	ROBB, SANDRA E000043	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	569.00	JULY 17		00009511	07/01/2017
				Check Total:	569.00				
EP	ROKOSZ, KEN A E000035	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	612.00	JULY 17		00009512	07/01/2017

**City of Placentia
Electronic Disbursement Register**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Check Total:	612.00				
EP	ROSE, RICHARD D E000050	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	917.00	JULY 17		00009513	07/01/2017
				Check Total:	917.00				
EP	SALE, LEE R E000031	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	569.00	JULY 17		00009514	07/01/2017
				Check Total:	569.00				
EP	SANCHEZ, LAURA E000058	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	220.00	JULY 17		00009515	07/01/2017
				Check Total:	220.00				
EP	SANGOLUISA, ZORA G E000048	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	220.00	JULY 17		00009516	07/01/2017
				Check Total:	220.00				
EP	SCHLIEDER, BEVERLY E000120	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	1,529.58	JULY 17		00009517	07/01/2017
				Check Total:	1,529.58				
EP	SMITH, WARD E000128	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	1,748.00	JULY 17		00009518	07/01/2017
				Check Total:	1,748.00				
EP	SOMOYA, JOHN P E000089	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	750.00	JULY 17		00009519	07/01/2017
				Check Total:	750.00				
EP	SOTO, PHILIP J E000052	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	569.00	JULY 17		00009520	07/01/2017
				Check Total:	569.00				
EP	SPRAGUE, GARY A E000064	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	1,654.00	JULY 17		00009521	07/01/2017
				Check Total:	1,654.00				
EP	STEPHEN, JEFFREY	JULY MEDICAL REIMBURSEMENT	395083-5161	ACH070117	1,430.80	JULY 17		00009522	07/01/2017

**City of Placentia
Electronic Disbursement Register**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	E000119		Health Insurance Premiums						
				Check Total:	1,430.80				
EP	TAYLOR, DAVID M E000088	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	536.00	JULY 17		00009523	07/01/2017
				Check Total:	536.00				
EP	TAYLOR, LINDA E000126	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	509.53	JULY 17		00009524	07/01/2017
				Check Total:	509.53				
EP	THOMANN, DARYLL L E000101	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	579.26	JULY 17		00009525	07/01/2017
				Check Total:	579.26				
EP	TRIFOS, WILLIAM E000104	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	1,513.00	JULY 17		00009526	07/01/2017
				Check Total:	1,513.00				
EP	VALENTINE, THOMAS E000118	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	1,266.00	JULY 17		00009527	07/01/2017
				Check Total:	1,266.00				
EP	VERSTYNEN, WILLIAM E000092	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	196.21	JULY 17		00009528	07/01/2017
				Check Total:	196.21				
EP	WAHL, KATHLEEN A E000030	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	220.00	JULY 17		00009529	07/01/2017
				Check Total:	220.00				
EP	WIEST, STEPHEN E000079	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	569.00	JULY 17		00009530	07/01/2017
				Check Total:	569.00				
EP	WORDEN, LARRY M E000116	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	1,223.96	JULY 17		00009531	07/01/2017

City of Placentia
Electronic Disbursement Register

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Check Total:	1,223.96				
EP	YAMAGUCHI, BRIAN E000123	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	1,266.00	JULY 17		00009532	07/01/2017
				Check Total:	1,266.00				
EP	ZAMORA, JERRY E000037	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	750.00	JULY 17		00009533	07/01/2017
				Check Total:	750.00				
EP	ZINN, JOHN E000009	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070117	1,019.78	JULY 17		00009534	07/01/2017
				Check Total:	1,019.78				
				Type Total:	66,768.33				
				Check Total:	66,768.33				

**PLACENTIA CITY COUNCIL
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING MINUTES
JUNE 7, 2016
5:30 P.M. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER: Mayor Yamaguchi called the meeting to order at 5:30 p.m.

ROLL CALL:

PRESENT: Councilmember/Board Member Nelson, Underhill, Wanke, Green, Yamaguchi
ABSENT: None

ORAL COMMUNICATIONS: None

CITY COUNCIL:

1. Pursuant to Government Code Section 54956.9(d)(2):
CONFERENCE WITH LEGAL COUNSEL- POTENTIAL LITIGATION
Significant Exposure to Litigation: (3 Cases)
2. Pursuant to Government Code Section 54956.8:
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: APN: 346-241-02
Agency Negotiator: Damien R. Arrula, City Administrator
Negotiating Parties: Orange County Flood Control District and Mercy Housing California
Under Negotiations: Price and Terms of Payment
3. Pursuant to Government Code Section 54956.9(d)(4):
CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION
Number of Cases: 3
4. Pursuant to Government Code Section 54957.6:
CONFERENCE WITH LABOR NEGOTIATOR
Agency Designated Representatives: Damien R. Arrula, City Administrator
Steve Pischel, Director of Administrative Services
Employee Organizations: Placentia City Employee Association (PCEA), Placentia Police Officers Association (PPOA) and Placentia Police Management Association (PPMA)

RECESS: The City Council and Boards of Directors recessed to their 7:00 p.m. Regular Meeting.

CALL TO ORDER: Mayor Yamaguchi called the meeting to order at 7:00 p.m.

ROLL CALL:

PRESENT: Councilmember/Board Member Nelson, Underhill, Wanke, Green, Yamaguchi
ABSENT: None

STAFF PRESENT: City Administrator/Executive Director Damien R. Arrula; City Attorney/Authority Counsel Christian L. Bettenhausen; Director of Administrative Services Steve Pischel; Interim Chief Financial Officer Larry Schroeder; Interim Chief of Police Ronald Lowenberg; Community Services Director Sandra Gonzalez; Public Work Manager Luis Estevez; Economic Development Manager Jeanette Ortega; Chief Deputy City Clerk Rosanna Ramirez.

INVOCATION: Police Chaplain Sterling Bennett

PLEDGE OF ALLEGIANCE: Mayor Yamaguchi

PRESENTATIONS:

a. **Presentation of the Cultural Arts Photography Contest Winners**

Recipients: Diane F. Witmer, Soung Won Park, Kristina Muldoon, Amanda Smith, and Karen E. Jeffries

Presenters: Mayor Yamaguchi and Community Services Coordinator Felipe Zambrano

Community Services Coordinator Zambrano introduced Cultural Arts Commissioners Rick Pana and Melanie Coward.

Community Services Coordinator Zambrano announced and recognized the following winners of the Cultural Arts Photography Contest: Environmental "Trojan Horse" Diane R. Witmer; Community Life "Pleasant Day in Placentia" Soung Won Park; Architecture "Beauty in the Shadows" Soung Won Park; People "Placentia 5 Star Dance" Kristina Muldoon; Vest of Show "Magnolia Blossom" Amanda Smith; Placentia's Choice "Placentia Water Tower – Treasured View at Sunset" Karen E. Jeffries; and Mayor's Choice "Placentia Water Tower – Treasured View at Sunset" Karen E. Jeffries.

CLOSED SESSION REPORT:

City Attorney/Agency Council Bettenhausen reported that the Council/Agency met in closed session to discuss items listed on the agenda and the City has terminated the agreement with Lance, Soll & Lunghard who provided auditing services for the City and the City will advertise a Request for Proposals for Financial Auditing Services that will be due June 15, 2016.

CITY ADMINISTRATOR REPORT:

City Administrator Arrula announced the upcoming Flag Day Ceremony on Tuesday, June 14, 2016 at the Placentia Civic Center.

City Administrator Arrula and City Attorney Bettenhausen provided an update on the Criminal Fraud investigation.

Mayor Yamaguchi announced that there is a City Council overflow room located at the Placentia Library Meeting room where the meeting is being broadcast live. He reminded the public to submit a speaker card to the City Clerk if they wish to speak during oral communications on any item listed on the agenda or that is not a public hearing item.

ORAL COMMUNICATIONS:

The following residents spoke in opposition of item 1.e.: Don Rohrs, Daniel McDemott, Debby Rohrs, Janna Wade, Richard Wiedemann, Bob McKinnell, Richard McAlindin, Lara Raymond, Terry Monson, Meredith Castillo, Mary Hasson, Judy Johnson, Ed Garcia, Dr. Craig Olson, Nathaniel Clark, Cynthia Bristow, Allen Kidd, and Pat Higgins.

The following individual spoke in favor of item 1.e.: Adam Aguirre.

Reese Olson, resident, read into the record a public document from the Orange County Sheriff's department, Sheriff Coroner Sandra Hutchens, addressed to the City of Laguna Woods expressing opposition of medical marijuana dispensaries in cities. A copy of the document was provided to the City Clerk.

Mari Olson, resident, continued reading into the record a public document from the Orange County Sheriff's department, Sheriff Coroner Sandra Hutchens, addressed to the City of Laguna Woods expressing opposition of medical marijuana dispensaries in cities.

Carolyn Woolhouse, resident, spoke in opposition of item 1.e. regarding Medical Marijuana Dispensaries and submitted to the City Clerk, for the record, signatures from residents opposing the item who were unable to attend the meeting tonight

David Christian, Assistant City Administrator for the City of Yorba Linda, read into the record a letter drafted by the City of Yorba Linda City Council in opposition of the medical marijuana ordinance. Copies of the letter were provided to the City Clerk.

Joanne Sowards, resident and Economic Development Committee member, spoke in opposition of item 1.e. and inquired why this item was not discussed during an Economic Development Committee meeting. She requested disbanding the Economic Development Committee.

Mayor Yamaguchi called for a recess at 8:59 p.m. and the meeting reconvened at 9:10 p.m.

The following individuals spoke in opposition of item 1.e.: Greg Sowards, Christopher Bunker, Gary T. Sowersby, John Sibley, Carol Sibley, Sharon Jackson, Diane Macham, Bob Martinez, Roy Rivenburg, Marilyn Anderson, Steve Anderson, John Cullum, Emma Jane Deaver, David Christensen, Brian Reese, Caryn Trumbo, and Fanny Tjanhjo.

The following individuals spoke in favor of item 1.e.: Michael Hansen, Danielle Hansen, Erik Chan, Linda Lucio, Rick Darnell, Laura Dilucchio, Eric Jones, and Scott Davenport.

Kevin Larson, City Treasurer, thanked City Administrator Arrula for his updates on the City's finances. He noted in his role as City Treasurer he will further commit to pledging his support on working on the development of adequate policies and procedures. He noted that he will be working with the City on drafting a Request for Proposals (RFP) for a qualified CPA firm.

Joshua Correa, resident, requested for the City to better communicate with the community and have additional discussions on the medical marijuana issue. He commended residents who came up and spoke in favor of the item.

Councilmember Nelson left the dais at 10:56 p.m., and returned at 11:01 p.m.

Mayor Yamaguchi called for a recess at 11:13 p.m. Meeting reconvened at 11:26 p.m.

The following individuals spoke in opposition of item 1.e.: Scott Werner, Joe Aguirre, Dawn Mercado, Valerie Stammen, Erin Asam, Dan Llorens, and Matt Wade.

The following individual spoke in favor of item 1.e.: Joseph DiLucchio.

Norayma Weaver, resident, commented that she will be in support of City Council's decision on the item.

CITY COUNCIL/BOARD MEMBER COMMENTS: None

CONSENT CALENDAR (Items 1.a. through 1.g.):

Motion by Nelson, seconded by Green and carried a (5-0) vote to approve the Consent Calendar Items Nos. 1.a. through 1.g. with Yamaguchi abstaining on item 1.b. and removing item 1.e. for separate discussion.

- 1.a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**
Fiscal Impact: None
Recommended Action: Approve.
- 1.b. **City Fiscal Year 2015-16 Register for June 7, 2016**
Check Register
Fiscal Impact: \$999,497.65
- Electronic Disbursement Register for June 7, 2016**
Fiscal Impact: \$599,531.77
- Recommended Action: It is recommended that the City Council:
1) Receive and file.
(Approved 4-0, as recommended with Yamaguchi abstaining)
- 1.c. **Award of Contract for Laser Leveling and Infield Repairs of March, Jensen, and Munoz Baseball Fields at Champions Sports Complex**
Fiscal Impact: Expense: \$29,340
Revenue: \$150,000 (Community Facilities District Funding Fiscal Year 2015-16)
- Recommended Action: It is recommended that the City Council:
1) Approve a Public Works Agreement with Professional Turf Specialties, Inc. for the laser leveling and repairs of the baseball infields at Champions Sports Complex including March, Jensen, and Munoz fields in the amount of \$29,340; and
2) Authorize the City Administrator, or his designee, to execute all necessary documents, in a form approved by the City Attorney.
(Approved 5-0, as recommended)
- 1.d. **Authorizing Investment of Monies in the Local Agency Investment Fund**
Fiscal Impact: None
Recommended Action: It is recommended that the City Council:
1) Adopt Resolution No. R-2016-XX, A Resolution of the City Council of the City of Placentia, California, authorizing investment of monies in the Local Agency Fund.
(Approved 5-0, as recommended)
- 1.e. **Ordinance Related to the Establishment of Medical Marijuana Businesses**
Fiscal Impact: No fiscal impacts are anticipated with this ordinance, as all costs will be recovered through the application and selection process
Recommended Action: It is recommended that the City Council:
1) Adopt Resolution No. R-2016-xx, A Resolution of the City Council of the City of Placentia, Approving a Notice of Exemption (Ordinance No O-2016-XX); and
2) Waive full reading, by title only, and adopt Ordinance No O-2016-XX, An Ordinance Repealing Chapter 8.42 of Title 8 of the Placentia Municipal Code regarding Medical Marijuana Dispensaries, adding Title 12 Entitled "Medical Marijuana Businesses and Activity" and Chapter 23.45 entitled "Medical Marijuana Uses and Activity" and Amending Section 23.46.040 pertaining to Marijuana Cultivation.
(Not Approved 5-0)

Following discussion, Motion by Yamaguchi, seconded by Green to table the item. Amended Motion by Nelson, seconded by Underhill and carried a (5-0) vote to not approve the recommended actions.

Mayor Yamaguchi called for a recess at 11:55 p.m. and reconvened at 11:58 p.m. Councilmember Underhill was absent.

2. PUBLIC HEARING:

2.a. Public Hearing to Provide for the Annual Levy of Assessment for the City of Placentia Street Lighting District 81-1

Fiscal Impact: (Recouped through Assessments): \$153,697.47
Single Family Residential: \$27.38/Parcel
Commercial/Industrial: \$164.28/Acre
Tentative/Final Map: \$8.21/Unit

Recommended Action: It is recommended that the City Council:

- 1) Open the Public Hearing concerning the levy and collection of assessments within the Placentia Street Lighting District 81-1; and
- 2) Receive the Staff Report and consider all public testimony; and
- 3) Close the Public Hearing; and
- 4) Adopt Resolution No. R-2016-XX, A Resolution of City Council of the City of Placentia approving Engineer's Report, confirming diagram and assessment, and ordering levy of continued assessments for Fiscal Year 2016-17 for Placentia Street Lighting District No. 81-1.

(Approved 4-0, Councilmember Underhill absent)

Mayor Yamaguchi opened the public hearing.

Bob McKinnell, Chairman of the Citizens Fiscal Sustainability Task Force, stated that the current assessment does not cover the cost of the Street Lighting District and that the City has been subsidizing it for some time.

Jerry Bradshaw of SCI Consulting Group addressed City Council on the annual process of the assessment and stated that the rates have been the same since 1989.

Mayor Yamaguchi closed the public hearing.

Motion by Nelson, seconded by Wanke and carried a (4-0, Councilmember Underhill absent) vote to approve the recommended actions.

2.b. Public Hearing to Provide for the Annual Levy of Assessment for the City of Placentia Landscape Maintenance District 92-1

Fiscal Impact: (Recouped through Assessments): \$427,925.94
Single Family Residential: \$154.87/Parcel
Commercial/Industrial: \$1,548.70/Acre
Multiple Family Residential: \$108.41/Unit
Undeveloped: \$774.35/Parcel

Recommended Action: It is recommended that the City Council:

- 1) Open the Public Hearing concerning the levy and collection of assessments within the Landscape Maintenance District 92-1; and
- 2) Receive the Staff Report and consider all public testimony; and
- 3) Close the Public Hearing; and
- 4) Adopt Resolution No. R-2016-XX, A Resolution of the City Council of the City of Placentia approving Engineer's Report, confirming diagram and assessment, and ordering levy of continued assessments for Fiscal Year 2016-17 for Placentia Landscape Maintenance District No. 92-1.

(Approved 5-0, as recommended)

Councilmember Underhill arrived and took her seat at 12:00 a.m.

Mayor Yamaguchi opened the public hearing.

Jerry Bradshaw of SCI Consulting Group informed City Council that the Landscape Maintenance District is not subsidized at this time but the current fund balance will run out in the next 3 to 4 years unless the levy is adjusted by a vote.

Mayor Yamaguchi closed the public hearing.

Motion by Green, seconded by Yamaguchi and carried a (5-0) vote to approve the recommended actions.

REGULAR AGENDA:

3.a. Presentation of the Draft Proposed Fiscal Year 2016-17 Budget Including Capital Improvement Program Budget (CIP) and Special Funds

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Review and discuss the Draft Proposed FY 2016-17 Budget; and
- 2) Provide input and direction for final budget adoption at the City Council Meeting of June 21, 2016.

Presentation by City Administrator Arrula, Interim Chief Financial Officer Schroeder, and Public Works Manager Estevez on the proposed Budget for Fiscal Year 2016-17 including the CIP and Special Funds. City Council provided input to Staff.

Bob McKinnell, Chairman of the Citizens Fiscal Sustainability Task Force, complimented City Staff for their use of grants over the past year and complimented the City's Budget document online stating that it is a clear presentation for the community and stated that sustainability is coming for the City in a few years.

3.b. Resolution Adopting the Application Process for Issuing Medical Marijuana Business Permits

Fiscal Impact: This is a Resolution of the City Council Adopting the Medical Marijuana Business Permit Application Process as required by Ordinance No. O-2016-04. The City will incur costs related to the processing of applications for Medical Marijuana Business Permits, however fees will be charged in amounts designed to cover these costs. Staff has calculated the permit application fee, which will be presented to Council for adoption by separate resolution at the June 21, 2016 meeting.

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2016-XX, A Resolution of the City Council of the City of Placentia, California, adopting the Process for Issuing Medical Marijuana Business Permits.

(Not presented due to the denial on item 1.e.)

3.c. Amendment No. 1 to Professional Services Agreement with Hinderliter, De Llamas & Associates, dba HdL Companies to Develop and Manage the Application and Selection Process for Medical Marijuana Businesses

Fiscal Impact: Expense: Amendment No.1 Not-To-Exceed Amount: \$75,000

Total Not-To-Exceed Amount: \$100,000

Revenue: \$100,000 from Medical Marijuana Business Application Fees (Cost Recovery)

Recommended Action: It is recommended that the City Council:

- 1) Approve Amendment No. 1 to the Professional Services Agreement with Hinderliter, de Llamas & Associates, dba HdL Companies for an amount not-to-exceed \$75,000 to develop and manage the application and selection process for medical marijuana businesses in the City of Placentia; and
- 2) Authorize the City Administrator to execute Amendment No. 1 to the Professional Services Agreement, in a form approved by the City Attorney.
(Not presented due to the denial on item 1.e.)

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Councilmember Underhill stated that she would like each department to give a presentation on their respective budgets at the next City Council meeting.

Mayor Yamaguchi informed Staff that the Placentia Library has approached the City about starting a discussion on grant funding for a joint solar project and requested Staff reach out to the Library.

TENTATIVE AGENDA FORECAST

The Tentative Agenda Forecast is subject to change up until the posting of the Agenda for the Council Meeting listed below:

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned in memory of Michael Erman, Son of Dee Erman and Jerry McCloskey, City of Laguna Niguel City Council Member and Former Mayor at 1:23 a.m. to a Joint Meeting with the Citizens Fiscal Sustainability Task Force on June 15, 2016 at 5:30 p.m. in the Placentia Library Meeting Room.

JEREMY B. YAMAGUCHI,
MAYOR/AGENCY CHAIR

ATTEST:

PATRICK J. MELIA,
CITY CLERK/AGENCY SECRETARY

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING MINUTES
June 21, 2016
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER: Mayor Pro Tem Green called the meeting to order at 5:30 p.m.

ROLL CALL:

PRESENT: Councilmember/Board Member Nelson, Underhill, Wanke, Green
ABSENT: Yamaguchi

ORAL COMMUNICATIONS: None

The City Council and Boards of Directors will recess to the City Council Caucus Room for the purpose of conducting their Closed Session proceedings.

CITY COUNCIL:

1. Pursuant to Government Code Section 54956.9(d)(2):
CONFERENCE WITH LEGAL COUNSEL- POTENTIAL LITIGATION
Significant Exposure to Litigation: 1 Case
2. Pursuant to Government Code Section 54956.9(d)(4):
CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION
Number of Cases: 1
3. Pursuant to Government Code Section 54957.6:
CONFERENCE WITH LABOR NEGOTIATOR
Agency Designated Representatives: Damien R. Arrula, City Administrator
Steve Pischel, Director of Administrative Services
Employee Organizations: Placentia City Employees Association (PCEA), Placentia Police Officers Association (PPOA) and Placentia Police Management Association (PPMA)
4. Pursuant to Government Code Section 54956.8
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 480 S. Placentia Avenue APN: 339-443-03
Agency Negotiator: Damien R. Arrula, City Administrator
Negotiating Parties: Orange County Transportation Authority
Under Negotiations: Price and Terms of Payment
5. Pursuant to Government Code Section 54956.8
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 350 S. Placentia Avenue APN: 339-441-01
Agency Negotiator: Damien R. Arrula, City Administrator
Negotiating Parties: Orange County Transportation Authority
Under Negotiations: Price and Terms of the Payment
6. Pursuant to Government Code Section 54956.8:
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 380 S. Placentia Avenue APN: 339-441-02
Agency Negotiator: Damien R. Arrula, City Administrator
Negotiating Parties: Orange County Transportation Authority
Under Negotiations: Price and Terms of the Payment

RECESS: The City Council and Boards of Directors will recess to their 7:00 p.m. Regular Meeting.

CALL TO ORDER: Mayor Pro Tem Green called the meeting to order at 7:00 p.m.

ROLL CALL:

PRESENT: Councilmember/Board Member Nelson, Underhill, Wanke, Green

ABSENT: Yamaguchi

STAFF PRESENT: City Administrator/Executive Director Damien R. Arrula; City Attorney/Authority Counsel Christian L. Bettenhausen; Director of Administrative Services Steve Pischel; Interim Chief Financial Officer Larry Schroeder; Interim Chief of Police Ronald Lowenberg; Community Services Director Sandra Gonzalez; Public Work Manager Luis Estevez; Economic Development Manager Jeanette Ortega; Chief Deputy City Clerk Rosanna Ramirez.

INVOCATION: Police Chaplain Sterling Bennett

PLEDGE OF ALLEGIANCE: Interim Chief of Police Lowenberg

PRESENTATIONS:

- a. **Proclamation for Drowning Prevention Awareness**
Recipient: Orange County Fire Authority Battalion Chief Colton Ashby
Presenter: Mayor Yamaguchi

Mayor Pro Tem Green introduced and presented Orange County Fire Authority Battalion Chief Colton Ashby with a proclamation for Drowning Prevention Awareness.

- b. **Employee of the Quarter- General Employee**
Presenters: Mayor Yamaguchi and City Administrator Arrula

City Administrator Arrula announced and congratulated the Employee of the Quarter recipient Chief Deputy City Clerk Rosanna Ramirez.

Mayor Pro Tem Green presented Chief Deputy City Clerk Ramirez with an Employee of the Quarter recognition plaque.

CLOSED SESSION REPORT:

City Attorney/Agency Counsel Bettenhausen reported that the Council/Agency met in closed session to discuss items listed on the agenda and nothing to report out.

CITY ADMINISTRATOR REPORT:

City Administrator Arrula reminded residents that the sale/discharge of fireworks are illegal in the City of Placentia. He announced the upcoming concerts in the park series begins Thursday, July 7, 2016 at 6:30 p.m. at Tri-City Park and the movies in the park series begins Friday, July 8, 2016 at dusk at the Champions Sports Complex. He announced that due to the 4th of July Holiday, the July 5, 2016 City council meeting will be moved to July 12, 2016, and that the Orange County Transportation Authority has announced the opening of the OC Bridges Orangethorpe Boulevard overpass on Thursday, June 23, 2016.

City Administrator Arrula and City Attorney Bettenhausen provided an update on the alleged misappropriation of public funds and the pretrial hearing that took place on Friday, June 17, 2016.

ORAL COMMUNICATIONS:

Arnie Pike, resident, thanked the City of Placentia for their assistance with his complaints against the City. He read aloud a letter written to the Attorney General, Department of Justice stating that the City of Placentia does not enforce the law on parking on residential sidewalks.

Yvonne Cureton and Terry Potts, invited all Councilmembers to attend the ALS Guardian Angels Breakfast of Champions and Cruise fundraising event at the Placentia iHop on July 12, 2016

from 8:30 a.m. to 10:00 a.m. and the Racing for a Cure pancake breakfast/car show event on Saturday, November 5, 2016 from 9:00 a.m. to 3:00 p.m. at Tri-City Park.

Sandra Castillo, announced the 14th Annual TOPSoccer Fest event on July 9, 2016 beginning at 8:00 a.m. at Wagner Elementary School noting that this event provides opportunities for people of all ages with special needs.

Kevin Kirwin, resident, spoke on the alleged embezzlement of misappropriated funds that recently happened in the City of Placentia and asked for City Councilmembers and the City Administrator to resign.

CITY COUNCIL/BOARD MEMBER COMMENTS:

Councilmember Underhill commented on the current mosquito issue in Orange County and advised the community of the dangers accompanying mosquito bites.

Councilmember Wanke urged the community to be careful with the mosquitoes and congratulated Chief Deputy City Clerk Ramirez on her Employee of the Quarter award.

Mayor Pro Tem Green reminded residents that there is a lot of misinformation out regarding the alleged embezzlement. He asked City Attorney Bettenhausen the following questions: who was City Administrator at the time when the first embezzlement of public funds took place in January 2014; when was Michael Nguyen first hired by the City and what was his job title; and what promotions did he receive.

City Attorney Bettenhausen stated that Troy Butzlaff was the City Administrator during that time.

Director of Administrative Services Pischel noted that Michael Nguyen was hired by the City in April 2008 as the Senior Accountant and was promoted to Finance Services Manager in 2010. In January 2014 Mr. Nguyen held the title of Acting Interim Finance Director.

Mayor Pro Tem Green inquired when Damien Arrula was hired by the City and when was he appointed to City Administrator.

Director of Administrative Services Pischel stated that Mr. Arrula was hired by the City in April 2014 and was appointed to the position of City Administrator in March 2016.

1. CONSENT CALENDAR (Items 1.a. through 1.g.):

Motion by Nelson, seconded by Underhill and carried a (4-0, Yamaguchi absent) vote to approve the Consent Calendar Items Nos. 1.a. through 1.g. with Councilmember Wanke pulling item 1.g. for separate discussion.

1.a. Consideration to Waive Reading in Full of all Ordinances and Resolutions

Fiscal Impact: None

Recommended Action: Approve.

**1.b. City Fiscal Year 2015-16 Register for June 21, 2016
Check Register**

Fiscal Impact: \$794,971.32

Electronic Disbursement Register for June 21, 2016

Fiscal Impact: \$425,378.69

Recommended Action: It is recommended that the City Council:

1) Receive and file.

(Approved 4-0, as recommended)

1.c. Measure M Eligibility Application Package for Fiscal Year 2016-17

Fiscal Impact: Revenue: \$802,870 in Measure M Funds

Recommended Action: It is recommended that the City Council:

- 1) Approve the Measure M Eligibility Application Package for Fiscal Year 2016-17; and
 - 2) Authorize Staff to submit the Measure M Eligibility application package to OCTA which includes a 7-year Capital Improvement Program (CIP).
- (Approved 4-0, as recommended)**

1.d. **Solid Waste Handling Services Rate Adjustment and Related Resolutions for Fiscal Year 2016-17**

Fiscal Impact: Expense: N/A
Offsetting Revenue: N/A

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2016-30, A Resolution of the City Council of the City of Placentia, California approving rates for solid waste handling services; and
- 2) Adopt Resolution No. R-2016-31, A Resolution of the City Council of the City of Placentia, California authorizing and determining residential solid waste handling service charges and directing placement thereof on the Orange County tax rolls; and
- 3) Approve Amendment No. 6 to the Amended, Revised and Restated Agreement for Solid Waste Handling Services; and
- 4) Direct staff to prepare an amendment to the current agreement to extend the annual rate adjustment notification period; and
- 5) Direct staff to obtain a quarterly recycling market report from Republic Services to determine if the commercial recycling rates need to be adjusted based on market conditions; and
- 6) Authorize the City Administrator to execute all the necessary documents, in a form approved by the City Attorney.

(Approved 4-0, as recommended)

1.e. **Amendment No. 3 to Professional Services Agreement with Western Transit Systems Inc. to Extend Grant Funded Transportation Services through June 30, 2017**

Fiscal Impact: Expense: \$68,600.00
Offsetting Revenue: \$68,600.00 OCTA/AQMD/USDA
Proposed Budget FY 16-17: \$68,600.00

Recommended Action: It is recommended that the City Council:

- 1) Approve Amendment No. 3 to Professional Services Agreement with Western Transit Systems Inc. to continue the Farmers Market transportation services through September 30, 2016 and senior mobility program transportation services through June 30, 2017 to align with the City's grant funding received from OCTA, AQMD and USDA in the amount of \$68,600.00 for Fiscal Year 2016-17; and
- 2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

(Approved 4-0, as recommended)

1.f. **Community Facilities District No. 2014-01 (Public Safety Services) Annual Special Tax Rate for Fiscal Year 2016-17**

Fiscal Impact: Revenue: \$25,798 Fiscal Year 2016-17

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2016-32, A Resolution of the City Council of the City of Placentia, California setting the levy of an Annual Special Tax for Community Facilities District No. 2014-01 (Public Services); and
- 2) Authorize inclusion of the Annual Special Tax for Community Facilities District No. 2014-01 (Public Services) for Fiscal Year 2016-17 on the Orange County Secured Property Tax Roll.

(Approved 4-0, as recommended)

1.g. **Resolution Approving a Loan (Fee Deferral) to Mercy Housing California in an Amount Not To Exceed \$450,000 in Development Impact Fees for Permanent Supportive Housing Development for Homeless Veterans (Placentia Veterans Village)**

Fiscal Impact: Expense: \$450,000 Fiscal Year 2017-18 Development Impact Fees
Deferred Revenue: Developer's Progress Payment for a total amount of \$450,000 with interest

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2016-33, A Resolution of the City Council of the City of Placentia, California, approving a loan to Mercy Housing California in a principal amount not-to-exceed the sum of Four Hundred Fifty Thousand Dollars (\$450,000) in Development Impact Fees for the Permanent Supportive Housing Development for Homeless Veterans.

(Approved 4-0, as recommended)

Councilmember Wanke commented that this was a great project to provide housing to the Country's veterans and inquired if the City would be spending \$450,000 for the project.

City Administrator Arrula noted that it is a long term loan with Mercy Housing and that it will not impact the City's budget.

Motion by Nelson, seconded by Wanke and carried a (4-0) vote to approve the recommended actions.

2. PUBLIC HEARING:

2.a. **Budget for Fiscal Year 2016-17, and Capital Improvement Program (CIP) Budget for Fiscal Years 2016-23**

Fiscal Impact:

ANNUAL CITY BUDGET	Estimated Resources including Transfers In	Appropriations including Transfers Out
General Fund	\$33,170,116	\$33,016,616
Special Revenue Funds	8,272,345	10,073,793
Capital Projects Funds	5,748,521	5,748,521
Enterprise Funds	3,738,200	4,970,082
Internal Service Funds	2,527,800	2,527,800
	\$53,456,982	\$56,336,812

Recommended Action: It is recommended that the City Council:

- 1) Open the Public Hearing concerning the Budget for Fiscal Year 2016-17 and Capital Improvement Program (CIP) Budget for Fiscal Years 2016-23; and
- 2) Receive the Staff Report and consider all public testimony; and
- 3) Close the Public Hearing; and
- 4) Adopt Resolution No. R-2016-34, A Resolution of City Council of the City of Placentia, California taking actions necessary to adopt the Fiscal Year 2016-17 Annual Budget; and
- 5) Adopt Resolution No. R-2016-35, A Resolution of the City Council of the City of Placentia, California, taking actions necessary to adopt the Fiscal Years 2016-23 Capital Improvement Program (CIP) Budget with an appropriation of \$5,748,521 for Fiscal Year 2016-17.

(Approved 4-0, as recommended)

Mayor Pro Tem Green opened the public hearing.

City Administrator Arrula announced this is the second consecutive year Staff is presenting a balanced budget with no Staff cuts or reductions to services.

Councilmember Nelson left the dais at 7:53 p.m. and returned at 7:57 p.m.

Director of Administrative Services Pischel presented the Legislative and Administrative Services Department budget to Council and explained that the increase to the Administrative budget is due to the 2016 Municipal Election.

Interim Chief Financial Officer Schroeder presented the Finance Department budget to Council.

City Administrator Arrula presented the Development Services budget to Council and noted the change in the budget due to hiring of a full time Development Services Manager and the removal of the Assistant City Administrator position.

Interim Chief of Police Lowenberg presented the Public Safety Department budget to Council and noted the increase in funds to the Animal Control division due to the new Orange County shelter costs and Code Enforcement division due to new full time staffing.

Public Works Manager Estevez presented the Public Works and Environmental Services Department budget to Council and noted an increase to the Parks division due to new janitorial and landscape maintenance contracts.

Community Services Director Gonzalez presented the Community Service Department budget to Council which includes: Community Services Administration, Recreation, Neighborhood Services, Cultural Arts, Farmers Market and the FACT Grant.

Councilmember Wanke left the dais at 7:59 p.m. and returned at 8:10 p.m.

Director of Administrative Services Pischel presented the General Government budget to Council and the budget highlights for Fiscal Year 2016-17 position changes.

Interim Chief Financial Officer Schroeder presented the misappropriation of public funds to Council as it relates to City operations.

Councilmember Underhill requested a list of total expenditures for consultants, the total number of conferences City Employees were attending, and how many employees, including consultants work for the City.

Blake Montero, resident, expressed his concerns regarding the history of promotions within the agency.

Mayor Pro Tem Green closed the public hearing.

Councilmember Nelson thanked Staff for their hard work on the budget and commended the progress of the City.

Councilmember Underhill thanked Interim Chief Financial Officer Schroeder for his presentation.

Councilmember Wanke thanked Staff for their work on the budget.

Motion by Wanke, seconded by Nelson and carried a (4-0, Yamaguchi absent) to approve the recommended actions.

3. REGULAR AGENDA:

3.a. Resolution Authorizing the Position Allocation Plan and Compensation Plan for Fiscal Year 2016-17

Fiscal Impact: To be determined

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2016-36, A Resolution of the City Council of the City of Placentia Authorizing the Position Allocation Plan and Compensation Plan for Fiscal Year 2016-17.

(Approved 4-0, as recommended, Yamaguchi absent)

Director of Administrative Services Pischel provided an overview on the position changes that were noted in the budget presentation.

Motion by Wanke, seconded by Green and carried a (4-0, Yamaguchi absent) vote to approve the recommended actions.

3.b. Annual Appropriations Limit (GANN Initiative) for Fiscal Year 2016-17

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Approve the use of the County's population growth and California per capita income growth as determined by the State Department of Finance for the calculation of the Fiscal Year 2016-17 Annual Appropriation Limit; and
- 2) Adopt Resolution No. R-2016-37, A Resolution of the City Council of the City of Placentia, California, approving and adopting the Annual Appropriations Limit for the Fiscal Year 2016-17 in the amount of \$81,729,759.

(Approved 4-0, as recommended, Yamaguchi absent)

Interim Chief Financial Officer Schroeder give an overview of the City's 2016-17 GANN Limit.

Motion by Nelson, seconded by Underhill and carried a (4-0, Yamaguchi absent) vote to approve the recommended actions.

3.c. Establishment of Residential Permit Parking Zone on Placentia Avenue

Fiscal Impact: There is a minimal fiscal impact associated with the recommended action. The estimated cost to purchase and install the parking restriction street signs is approximately \$1,500 which will be offset by the revenue collected from eligible residents for the new parking permits. The cost to enforce the parking restrictions will be offset by parking citation revenues collected.

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2016-38, A Resolution of the City Council of the City of Placentia, Prohibiting Vehicle Parking and Authorizing the Establishment of Preferential Parking Privileges for Residents Residing on Placentia Avenue between Ruby Drive and the northern City limit.

(Approved 4-0, as recommended, Yamaguchi absent)

Public Works Manager Estevez presented an overview of the proposed residential permit parking zone on Placentia Avenue as a result of the overflow of parking in this area and stated that this item has been presented to the Traffic Safety Commission with no objections.

Motion by Nelson, seconded by Underhill and carried a (4-0, Yamaguchi absent) vote to approve the recommended actions.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Councilmembers Nelson and Underhill expressed their condolences to the family of Jerry Jones.

TENTATIVE AGENDA FORECAST

The Tentative Agenda Forecast is subject to change up until the posting of the Agenda for the Council Meeting listed below:

- Agreement with St. Jude Hospital to accept a Restricted Project Grant to Prevent and Reduce Obesity
- Professional Services Agreement for Parking Structure Design

- Professional Services Agreement for Parking Management Plan
- Professional Services Agreement for Old Town Sewer Rehabilitation Project
- Professional Services Agreement for Sewer System Master Plan Update

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned at 8:50 p.m. to July 12, 2016 at 5:30 p.m. in memory of James Sims, retired Placentia Fire Chief and WWII Veteran, Gerald "Jerry" Jones, Placentia property and business owner, and Victims and Families of the Orlando Florida Tragedy.

CRAIG S. GREEN
MAYOR PRO TEM/AGENCY CHAIR

ATTEST:

PATRICK J. MELIA,
CITY CLERK/AGENCY SECRETARY

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
ADJOURNED REGULAR MEETING MINUTES
July 12, 2016
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER: Mayor Yamaguchi called the meeting to order at 5:30 p.m.

ROLL CALL:

PRESENT: Councilmember/Board Member Nelson, Underhill, Wanke, Green, Yamaguchi
ABSENT: None

ORAL COMMUNICATIONS: None

The City Council and Boards of Directors will recess to the City Council Caucus Room for the purpose of conducting their Closed Session proceedings.

CITY COUNCIL:

1. Pursuant to Government Code Section 54956.8
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 207-209 W. Crowther Ave. APN: 339-402-05; 07; 08; 11
Agency Negotiator: Damien R. Arrula, City Administrator
Negotiating Parties: City of Placentia
Under Negotiations: Price and Terms of Payment
2. Pursuant to Government Code Section 54956.8
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 101 & 125 E. Crowther Ave. APN: 339-063-01, 02, 03
Agency Negotiator: Damien R. Arrula, City Administrator
Negotiating Parties: City of Placentia
Under Negotiations: Price and Terms of Payment
3. Pursuant to Government Code Section 54956.9(d)(2):
CONFERENCE WITH LEGAL COUNSEL- POTENTIAL LITIGATION
Significant Exposure to Litigation: (1 Case)

RECESS: The City Council and Boards of Directors will recess to their 7:00 p.m. Regular Meeting.

CALL TO ORDER: Mayor Yamaguchi called the meeting to order at 7:00 p.m.

ROLL CALL:

PRESENT: Councilmember/Board Member Nelson, Underhill, Wanke, Green, Yamaguchi
ABSENT: None

STAFF PRESENT: City Administrator/Executive Director Damien R. Arrula; Assistant City Attorney/Authority Counsel Yolanda Summerhill; Director of Administrative Services Steve Pischel; Interim Chief Financial Officer Larry Schroeder; Interim Chief of Police Ronald Lowenberg; Community Services Director Sandra Gonzalez; Public Work Manager Luis Estevez; Economic Development Manager Jeanette Ortega; Chief Deputy City Clerk Rosanna Ramirez.

INVOCATION: Police Chaplain Sterling Bennett

PLEDGE OF ALLEGIANCE: Mayor Yamaguchi

PRESENTATIONS:

- a. **Proclamation Declaring July as National Parks and Recreation Month**
Recipient: Director of Community Services Sandra Gonzalez

Director of Community Services Gonzalez, thanked City Council for their continued support and recognized Recreation and Parks Commissioners and Community Services Staff in attendance. She presented a video to Council that provided an overview on all community services summer events.

Mayor Yamaguchi presented Director of Community Services Gonzalez and Community Services Staff in attendance with a proclamation declaring the month of July as National Parks and Recreation Month.

- b. **Presentation- Republic Services Donation**
Recipients: Mayor Yamaguchi and Director of Community Services Sandra Gonzalez
Presenter: Mark McGee, Republic Services Representative

Mr. McGee presented a check to the City in the amount of \$15,000 which will go towards the Summer Movies in the Park series and the Placentia Community Foundation.

Mayor Yamaguchi and Director of Community Services Gonzalez thanked Republic Services for their donation to the City.

CLOSED SESSION REPORT:

Assistant City Attorney/Agency Counsel Yolanda Summerhill reported that the Council/Agency met in closed session to discuss items listed on the agenda and nothing to report out.

CITY ADMINISTRATOR REPORT:

City Administrator Arrula introduced the following new City Employees: Placentia Police Department Property Technician Lauren Hoply, Public Works Maintenance Worker Felipe Perez, and Interim Finance Services Manager Rafaela King. He announced the upcoming 2016 General Municipal Election on November 8, 2016 for the purpose of filling three (3) seats on the City Council and one (1) for the City Treasurer and nomination papers will be available at the City Clerk's Office starting Monday, July 18, 2016 through Friday, August 12, 2016. The Placentia Community Foundation will be conducting a Grant Summit on Monday, July 18th from 6:30 p.m. to 8:00 p.m. at the Whitten Center. He noted that the upcoming item at City Council meeting on July 19, 2016 would be a result of a settlement agreement entered into with the Mexican-American Legal Defense and Education Fund (MALDEF) regarding district elections. He noted that the City will place a measure on the November 2016 Election Ballot to change the City's voting from an at-large voting system to by-district voting system.

ORAL COMMUNICATIONS:

Katie Wickoff, resident, expressed her concerns regarding her neighbor placing security cameras on the perimeter of their home at which one of the cameras look directly onto her backyard area. She noted that she has been contacted with the Placentia Police Department but was unsuccessful because there is no law that prohibits their neighbor from putting up cameras. She noted that they were wanted to build a wall but the City has stated that they cannot keep it up and requested for Council to assist with this issue.

Dwayne DeRose, resident, expressed his support of the Placentia Metrolink Platform and that he attended the Orange County Transportation Authority representing the Placentia Chamber of Commerce to discuss the Placentia Metrolink Station.

Dennis Blake, Downtown Merchants Association Representative, thanked Council for their work with the Placentia Metrolink Station.

Sandra Chavez, resident, expressed her concerns regarding the empty lot located at 1633 Paolma Avenue that is not in the greatest condition and is not kept up.

City Administrator Arrula announced that the item Sandra Chavez is speaking of is a Planning Commission item and their meeting is being held in the Placentia City Hall Community Meeting Room.

Blake Montero, resident, congratulated Council and Staff for their work on the Placentia Metrolink Station. He noted that he doesn't think the Transit-Oriented Development (TOD) will pay back the tax payer fast enough and requested Council to review the TOD plan.

CITY COUNCIL/BOARD MEMBER COMMENTS:

Councilmembers Nelson and Underhill congratulated Lieutenant Richard Pascarella and Lieutenant Eric Point on their promotion to Captain that will take place tomorrow in the City Council Chambers at 3:00 p.m.

Councilmember Wanke congratulated the Lieutenants on their promotion to Captain, and thanked the Board Members from the Orange County Transportation Authority (OCTA) for their assistance with the Placentia Metrolink Station.

Mayor Pro Tem Green noted that he attended the OCTA Board meeting regarding the Placentia Metrolink Station and congratulated Lieutenant Richard Pascarella and Lieutenant Eric Point on their promotion to Captain.

Mayor Yamaguchi congratulated Lieutenant Richard Pascarella and Lieutenant Eric Point on their promotion to Captain and thanked Community Services Staff for all their hard work in the Summer Programs.

1. CONSENT CALENDAR (Items 1.a. through 1.e.):

Motion by Wanke, seconded by Green and carried a (5-0) vote to approve the Consent Calendar Items Nos. 1.a. through 1.e. with Yamaguchi abstaining on item 1.b.

1.a. Consideration to Waive Reading in Full of all Ordinances and Resolutions

Fiscal Impact: None

Recommended Action: Approve.

**1.b. City Fiscal Year 2015-16 Register for July 12, 2016
Check Register**

Fiscal Impact: \$2,446,709.30

Electronic Disbursement Register

Fiscal Impact: \$316,351.88

**City Fiscal Year 2016-17 Register for July 12, 2016
Check Register**

Fiscal Impact: \$250,462.24

Electronic Disbursement Register

Fiscal Impact: \$363,196.91

Recommended Action: It is recommended that the City Council:

1) Receive and file.

(Approved 4-0, as recommended, Yamaguchi abstained)

1.c. Professional Services Agreement with Ragged Robin Ranch for Contract Planning Services

Fiscal Impact: Expense: \$87,000 Contract Planning Services

Budgeted: \$87,000 Fiscal Year 2016-17 Operating Budget
(General Fund)

Recommended Action: It is recommended that the City Council:

- 1) Approve Professional Services Agreement with Ragged Robin Ranch to provide contract planning services related to the Planning Division on a month-to-month basis, not to exceed one (1) year; and
- 2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.d. **Amendment No. 2 to Professional Services Agreement with HR Green, Inc., for City Engineer Services**

Fiscal Impact: Expense: \$112,950 City Engineer Services
Budgeted: \$113,000 Fiscal Year 2016-17 Operating Budget
(General Fund and Sewer Fund)

Recommended Action: It is recommended that the City Council:

- 1) Approve Amendment No. 2 to the Professional Services Agreement with HR Green, Inc., for City Engineer Services on a month-to-month basis, not to exceed six (6) months; and
- 2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.e. **Amendment No. 2 to Professional Services Agreement with Jeanelle Heaston dba Permit Management Solutions for Planning and Building Permit Technician Services**

Fiscal Impact: Expense: Not-To-Exceed \$5,000

Recommended Action: It is recommended that the City Council:

- 1) Approve Amendment No. 2 to the Professional Services Agreement with Jeanelle Heaston dba Permit Management Solutions to provide planning and building permit technician services in an amount not-to-exceed \$5,000; and
- 2) Authorize the City Administrator, or his designee, to execute the necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

2. **PUBLIC HEARING:** None

3. **REGULAR AGENDA:**

3.a. **Cooperative Agreement for Metrolink Station and Parking Structure Capital Improvement Project**

Fiscal Impact: City Contribution: \$5,405,000 in Measure M, Gas Tax and General Fund Dollars

OCTA Contribution: \$29,420,000 Various OCTA Restricted Funds

Recommended Action: It is recommended that the City Council:

- 1) Approve Cooperative Agreement No. C-6-1117, A Cooperative Agreement between Orange County Transportation Authority and City of Placentia for Design and Construction of a Placentia Metrolink Commuter Rail Station; and
- 2) Authorize the City Administrator to execute all the necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

City Administrator Arrula provided a brief overview of the item and noted that the City has been working with Orange County Transportation Authority (OCTA) to design and construct a Metrolink Station and Parking Structure. He noted that due to the high cost for the construction of a parking structure, the City put together a proposal to seek an additional \$3 million dollars from OCTA to build the necessary structure and was successful. City Administrator Arrula recommended the approval of the Cooperative Agreement between the City and OCTA for the design and construction of the Placentia Metrolink Commuter Rail Station and Parking Structure and thanked the Placentia Chamber of Commerce, the Merchants, and California State Fullerton for their support.

Motion by Yamaguchi, seconded by Wanke and carried a (5-0) vote to approve the recommended actions.

3.b. **Professional Services Agreement for Architectural Design Services for the Metrolink Station Parking Structure**

Fiscal Impact: Expense: \$217,900
Budgeted: \$810,000 Fiscal Year 2016-17 Capital Improvement Program (CIP) Budget (Measure M Funds)

Recommended Action: It is recommended that the City Council:

- 1) Approve the Professional Services Agreement with BakerNowicki Design Studio, LLP to complete the engineered improvement plans and construction documents for the Metrolink Station Parking Structure; and
- 2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

Acting Public Works Director Estevez provided a brief overview of the item noting that the City had awarded an agreement to BakerNowicki in 2011 for the plans and specifications for the Metrolink Station Parking Structure to a 90% completion level and was put on hold. He noted that approving this item tonight allows the City to enter into an agreement for BakerNowicki to complete the improvements and technical specifications to a 100% completion level in order for OCTA to solicit bids for parking structure construction.

Motion by Nelson, seconded by Green and carried a (5-0) vote to approve the recommended actions.

3.c. **Professional Services Agreement with Nelson\Nygaard for MetroLink Station Parking Management Plan**

Fiscal Impact: Expense: \$49,321 Not-To-Exceed
Budgeted: \$50,000 Fiscal Year 2016-17 Capital Improvement Program (CIP) Budget (General Fund)

Recommended Action: It is recommended that the City Council:

- 1) Approve the Professional Services Agreement with Nelson\Nygaard Consulting Associates, Inc. to prepare a Parking Management Plan for the Metrolink Station Parking Structure; and
- 2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

Acting Public Works Director Estevez provided a brief overview of the item noting it is to approve an agreement with Nelson/Nygaard Consulting Associates to prepare and complete the Parking Management Plan as required in the OCTA agreement.

Motion by Nelson, seconded by Wanke and carried a (5-0) vote to approve the recommended actions.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Councilmember Wanke requested a report from the City Attorney's Office regarding information related to the alleged embezzlement that may have been confidential and disclosed inappropriately to the public and asked to get a report on the guidelines for confidential information within the City and possible remedies for the City.

Mayor Yamaguchi requested for Staff to research on what neighboring communities are doing to address and/or regulate security cameras in residential zones.

TENTATIVE AGENDA FORECAST

The Tentative Agenda Forecast is subject to change up until the posting of the Agenda for the Council Meeting listed below:

- Flag Ceremony by Boy Scout Troop 723 from Placentia
- Acceptance of Deed Agreement with OCTA for Kraemer Boulevard Grade Separation Project
- Acceptance of Deed Agreement with OCTA for Placentia Avenue Grade Separation Project
- Professional Services Agreement for Old Town Sewer Rehabilitation Project
- Professional Services Agreement for Sewer System Master Plan Update
- Amendment No. 2 to Professional Services Agreement for Tree Trimming Services
- Amendment No. 2 to Professional Services Agreement for Traffic Signal Maintenance Services
- Response to 2016-16 Grand Jury Report, "Drones: Know Before You Fly"
- Resolution Authorizing Criminal History Information for Department of Justice
- Agreement with St. Jude Hospital to Accept a Restricted Project Grant to Prevent and Reduce Obesity
- Resolutions for City's General Municipal Election on November 8, 2016
- Award of Contract for Financial Auditing Services

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned at 7:54 p.m. to July 19, 2016 at 5:30 p.m.

JEREMY B. YAMAGUCHI,
MAYOR/AGENCY CHAIR

ATTEST:

PATRICK J. MELIA,
CITY CLERK/AGENCY SECRETARY

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING MINUTES
July 19, 2016
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER: Mayor Yamaguchi called the meeting to order at 5:30 p.m.

ROLL CALL:

PRESENT: Councilmember/Board Member Nelson, Underhill, Wanke, Green, Yamaguchi
ABSENT: None

ORAL COMMUNICATIONS: None

The City Council and Boards of Directors will recess to the City Council Caucus Room for the purpose of conducting their Closed Session proceedings.

CITY COUNCIL:

1. Pursuant to Government Code Section 54956.9(d)(2)
CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION
Significant Exposure to Litigation: (2 Cases)
2. Pursuant to Government Code Section 54957.6
CONFERENCE WITH LABOR NEGOTIATOR
Agency Designated Representatives: Damien R. Arrula, City Administrator
Steve Pischel, Director of Administrative Services
Employee Organizations: Placentia City Employees Association (PCEA), Placentia Police Officers Association (PPOA) and Placentia Police Management Association (PPMA)
3. Pursuant to Government Code Section 54956.9(d)(2):
CONFERENCE WITH LABOR NEGOTIATOR
Agency Designated Representatives: Christian Bettenhausen, City Attorney
Steve Pischel, Director of Administrative Services
Employee Organizations: Placentia City Employees Association (PCEA) and Unrepresented Employees

RECESS: The City Council and Boards of Directors will recess to their 7:00 p.m. Regular Meeting.

CALL TO ORDER: Mayor Yamaguchi called the meeting to order at 7:00 p.m.

ROLL CALL:

PRESENT: Councilmember/Board Member Nelson, Underhill, Wanke, Green, Yamaguchi
ABSENT: None

STAFF PRESENT: City Administrator/Executive Director Damien R. Arrula; City Attorney/Authority Counsel Christian L. Bettenhausen; Director of Administrative Services Steve Pischel; Interim Chief Financial Officer Larry Schroeder; Interim Chief of Police Ronald Lowenberg; Community Services Director Sandra Gonzalez; Public Work Manager Luis Estevez; Economic Development Manager Jeanette Ortega; Chief Deputy City Clerk Rosanna Ramirez.

INVOCATION: Police Chaplain Kenneth Curry

PLEDGE OF ALLEGIANCE: Placentia Boy Scout Troop 723

PRESENTATIONS:

- a. **ACC-OC Division Golden Hub of Innovation Award Presentation for the City of Placentia Electric Vehicle Fleet Project**

Recipient: City of Placentia

Presenter: Heather Stratman, Chief Executive Officer, Association of California Cities – Orange County

Heather Stratman, Chief Officer from the Association of California Cities, presented the City with a Golden HUB of Innovation Award for the City's Electric Fleet Project

- b. **Present City Tile to St. Jude**

Recipient: Barry Ross, Vice President of Healthy Communities and Tracy Bryars, Healthy Communities Initiative Manager

Presenter: Mayor Yamaguchi

Mayor Yamaguchi on behalf of City Council, presented Barry Ross with the City Tile for their generous partnership with the City of Placentia.

Mr. Ross, on behalf of St. Jude Medical Center, thanked the City for the honor and recognition and stated that St. Jude looks forward to continuing to partner with the City.

CLOSED SESSION REPORT:

City Attorney/Agency Counsel Bettenhausen reported that the Council/Agency met in closed session to discuss items listed on the agenda and nothing to report out.

CITY ADMINISTRATOR REPORT:

City Administrator Arrula announced the Taste of the Town Event on July 21, 2016 from 4:00 p.m. to 8:00 p.m. at Tri-City Park hosted by the Placentia Chamber of Commerce; the Movies in the Park series on July 22, 2016 at the Champions Sports Complex beginning at dusk; and National Night Out Event on August 2, 2016 at Placentia Town Center from 5:30 p.m. to 8:00 p.m. He noted that Council anticipates City Council meetings going dark for the month of August and will resume September 6, 2016.

City Administrator Arrula introduced the City's Fraud and Waste Hotline noting that the purpose of the fraud hotline system is to offer the City's residents, employees, contractors, and any other party an avenue to report. He stated that a live demonstration of the fraud hotline would be available via the City's website tomorrow.

ORAL COMMUNICATIONS:

Blake Montero, resident, expressed his concerns regarding the District Voting Ballot Measure noting the residents of Placentia should be the ones to decide the district lines and not Council.

Jeff Buchanan, resident, expressed his concerns regarding the City's tree trimming services and requested for Council to include residential streets in the agreement since they haven't been taken care of since 2012.

Peggie Yamaguchi, resident and Neighborhood Watch Board Member, commented that this is the third consecutive year that the Placentia Neighborhood Watch (non-profit organization) has been omitted from the Placentia National Night Out Flyer. She noted that she has spoken to City Staff regarding this issue and was told that the Neighborhood Watch was not part of the Police Department. She requested for Council to assist with this issue and invited them to attend their next board meeting.

City Administrator Arrula noted that he will work with Interim Chief of Police Lowenberg and Command Staff to resolve this issue.

Dwayne DeRose, resident and Chamber of Commerce Representative, announced the upcoming Fun in the Sun Golf Tournament on July 24, 2016 at 1:00 p.m. at the Alta Vista Golf

Course and Recognition Breakfast at the Alta Vista Country Club on July 28, 2016 for Police, Fire, and Emergency Services.

CITY COUNCIL/BOARD MEMBER COMMENTS:

Councilmember Nelson, congratulated Staff on the Golden HUB Award and asked for a moment of silence to recognize events that have taken place in Dallas and Baton Rouge, and reminded residents to thank the Police Force for their services to the community.

Councilmember Underhill commented on the safety of police officers. She provided an update on the recent mosquito issue noting that the West Nile Virus has been detected in the City of Yorba Linda and urged residents to be cautious.

Councilmember Wanke expressed his gratitude and support for all local law enforcement across the country and requested for blue lights to be lit around the City Hall building as a sign of support. He requested for Staff to look into the costs of adding residential tree trimming services to the current agreement.

Mayor Pro Tem Green commented that the City has received two (2) requests to upgrade the following areas for an Eagle Scout Project: City Hall Outdoor Patio and the Police Motorcycle Area. He requested for Staff to work with the Neighborhood Watch Members and thanked all local law enforcement individuals for their services to the communities.

Mayor Yamaguchi congratulated the Police Captains on their promotion and thanked them for their services to the community. He announced the grand opening of the Gomez Center Community Center and Los Niños Park Pools and outdoor fitness equipment. Mayor Yamaguchi inquired if there were any procedures in place for inclement weather during the Annual Heritage Parade and Festival. He invited residents to apply for City Commissions and Committees.

1. CONSENT CALENDAR (Items 1.a. through 1.m.):

Motion by Nelson, seconded by Wanke and carried a (5-0) vote to approve the Consent Calendar Items Nos. 1.a. through 1.m. with Yamaguchi abstaining on item 1.b.

1.a. Consideration to Waive Reading in Full of all Ordinances and Resolutions

Fiscal Impact: None

Recommended Action: Approve.

**1.b. City Fiscal Year 2015-16 Register for July 19, 2016
Check Register**

Fiscal Impact: \$371,571.01

**City Fiscal Year 2016-17 Register for July 19, 2016
Check Register**

Fiscal Impact: \$34,704.08

Electronic Disbursement Register

Fiscal Impact: \$144,270.83

Recommended Action: It is recommended that the City Council:

1) Receive and file.

(Approved 4-0, as recommended, Yamaguchi abstained)

1.c. Agreement with St. Jude Hospital to Accept a Restricted Project Grant to Prevent and Reduce Obesity

Fiscal Impact: Expense: \$65,000

Revenue: \$65,000 (St. Jude Grant)

Recommended Action: It is recommended that the City Council:

1) Approve Restricted Project Grant Agreement with St. Jude Hospital to accept a \$65,000 Restricted Project Grant to prevent and reduce obesity; and

2) Authorize the City Administrator or designee to execute all necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.d. **Acceptance of Deed Agreements with the Orange County Transportation Authority for the Kraemer Boulevard Grade Separation Project**

Fiscal Impact: Expense: None

Recommended Action: It is recommended that the City Council:

- 1) Accept the two (2) right-of-way grant deeds, two (2) public utility easement deeds, and wall foundation easement deed for the Project; and
- 2) Authorize the Mayor to sign the Certificate of Acceptance for the grant deeds, and easement deeds on behalf of the City; and
- 3) Direct the City Clerk to endorse the grant deeds and public utility easement deeds which embodies the acceptance of said right-of-ways and easements, and cause the documents to be submitted to the Orange County Clerk Recorder for recording of the documents.

(Approved 5-0, as recommended)

1.e. **Acceptance of Deed Agreement with the Orange County Transportation Authority for the Placentia Avenue Grade Separation Project**

Fiscal Impact: Expense: None

Recommended Action: It is recommended that the City Council:

- 1) Accept the attached right-of-way grant deed and storm drain and footing easement deed for the Project; and
- 2) Authorize the Mayor to sign the Certificate of Acceptance for the right-of-way grant deed, and storm drain and footing easement deed on behalf of the City; and
- 3) Direct the City Clerk to endorse the right-of-way grant deed and storm drain and footing easement deed which embodies the acceptance of said right-of-way and easement, and cause the documents to be submitted to the Orange County Clerk Recorder for recording of the documents.

(Approved 5-0, as recommended)

1.f. **Professional Services Agreement for Old Town Sewer Rehabilitation Project**

Fiscal Impact: Expense: \$148,395

Budgeted: \$150,000 Fiscal Year 2016-17 Capital Improvement Program Budget (Sewer Funds)

No General Fund monies will be utilized on this project.

Recommended Action: It is recommended that the City Council:

- 1) Approve the Professional Services Agreement with Dudek, Inc., to prepare the engineered plans and bid specifications for the Old Town Sewer Rehabilitation Project; and
- 2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.g. **Amendment No. 1 to Professional Services Agreement with West Coast Arborists, Inc. for Tree Trimming Services**

Fiscal Impact: Expense: \$120,000 Tree Trimming Services

Budgeted: \$120,000 Fiscal Year 2016-17 Operating Budget (General Fund)

Recommended Action: It is recommended that the City Council:

- 1) Approve Amendment No. 1 to the Professional Services Agreement with West Coast Arborists, Inc. extending the existing agreement to provide tree trimming services for an additional one-year term ending June 30, 2017; and
- 2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

- 1.h. **Amendment No. 2 to Professional Services Agreement with Siemens Industry, Inc. for Traffic Signal Maintenance Services**
Fiscal Impact: Expense: \$105,000 Traffic Signal Maintenance Services
 Budgeted: \$105,000 Fiscal Year 2016-17 Operating Budget (Gas Tax) No General Fund monies will be utilized for these services.
Recommended Action: It is recommended that the City Council:
 1) Approve Amendment No. 2 to Professional Services Agreement with Siemens Industry, Inc. extending the existing agreement to provide traffic signal maintenance services for an additional one-year term ending August 20, 2017; and
 2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.
(Approved 5-0, as recommended)
- 1.i. **Professional Services Agreement with Dudek, Inc. for Sewer System Master Plan Update**
Fiscal Impact: Expense: \$253,455
 Budgeted: \$255,000 Fiscal Year 2016-17 Capital Improvement Project Budget
 No General Fund Monies will be used on this project
Recommended Action: It is recommended that the City Council:
 1) Approve the Professional Services Agreement with Dudek, Inc., to complete the Sewer System Master Plan Update; and
 2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.
(Approved 5-0, as recommended)
- 1.j. **Resolution Authorizing Criminal History Information From Department of Justice for implementing additional LiveScan services**
Fiscal Impact: Expense: None
Recommended Action: It is recommended that the City Council:
 1) Adopt Resolution No. R-2016-39, A Resolution of the City Council of the City of Placentia authorizing City officials access to criminal background history information needed to evaluate eligibility of applicants for employment, or volunteers.
(Approved 5-0, as recommended)
- 1.k. **Lease for Canon Copier Machines**
Fiscal Impact: Not to Exceed \$13,000 a year
Recommended Action: It is recommended that the City Council:
 1) Approve a five year Lease Agreement with Canon Solutions America in the amount of \$64,802.40, with a not to exceed amount of \$13,000 a year; and
 2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.
(Approved 5-0, as recommended)
- 1.l. **Response to 2015-16 Grand Jury Report, "Drones: Know Before You Fly."**
Fiscal Impact: Expense: None
Recommended Action: It is recommended that the City Council:
 1) Authorize the Mayor to execute the letter to the Presiding Judge of the Superior Court, that responds to the findings and recommendations to the 2015-16 Orange County Grand Jury Report entitled, "Drones: Know Before You Fly."
(Approved 5-0, as recommended)

1.m. **Designation of Voting Delegate for the 2016 League of California Cities Annual Conference**

Fiscal Impact:

Recommended Action: It is recommended that the City Council:

- 1) Appoint Councilmember Scott Nelson as delegate to represent the City at the League of California Cities Annual Conference 2016; and
- 2) Appoint Mayor Jeremy Yamaguchi as alternate to represent the City at the League of California Cities Annual Conference 2016.

(Approved 5-0, as recommended)

2. **PUBLIC HEARING:** None

3. **REGULAR AGENDA:**

3.a. **Consideration of a Resolution of the City Council of the City of Placentia, California Calling for the holding of a General Municipal Election to be held on Tuesday, November 8, 2016 for the election of certain officers as required by the provisions of the charter and for the submission to the voters of a question relating to amending the Charter to establish by-district elections for the City Council and additional actions in support thereof.**

Fiscal Impact: Approximately \$44,000 for the General Election \$20,000 in MALDEF Attorney fees associated with Settlement Agreement. These items have been budgeted in the Fiscal Year 2016-17 General Fund Budget

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2016-40, A Resolution Of The City Council Of The City Of Placentia, California, Calling For The Holding Of A General Municipal Election To Be Held On Tuesday, November 8, 2016, For The Election Of Certain Officers As Required By The Provisions Of The Charter And For The Submission To The Voters Of A Question Relating To Amending The Charter To Establish By-District Elections For The City Council; and
- 2) Adopt Resolution No. R-2016-41, A Resolution of the City Council of the City of Placentia, California, requesting the Board of Supervisors of the County of Orange to Consolidate a General Municipal Election held on Tuesday, November 8, 2016 with the Statewide General Election held on the same date pursuant to Elections Code Section 10403; and
- 3) Adopt Resolution No. R-2016-42, A Resolution of the City Council of the City of Placentia, California, setting priorities for filing written arguments regarding a City measure and directing the City Attorney to prepare an impartial analysis; and
- 4) Adopt Resolution No. R-2016-43, A Resolution of the City Council of the City of Placentia, California, providing for the filing of rebuttal arguments for City measures submitted at municipal elections; and
- 5) Adopt Resolution No. R-2016-44, A Resolution of the City Council of the City of Placentia, California, adopting regulations for candidates for elective office pertaining to candidates statements submitted to the voters at an election to be held on Tuesday, November 8, 2016.

(Approved 5-0, as recommended)

City Administrator Arrula presented a powerpoint presentation regarding the item including calling the election, background on Mexican American Legal Defense Education Fund (MALDEF) demand letter for district voting, terms of settlement, and the ballot measure.

City Attorney Bettenhausen noted that the City of Placentia received a letter from MALDEF alleging the City's at large system for election violates the California Voting Rights Act. He noted that they decided it was in the best interest of the City and the community to place it on the ballot to let the community decide whether to change the current at large voting system to

district elections. He noted that there will be a public process to allow the community to comment.

Councilmember Nelson noted that he is in favor of the community being able to decide and approve the district boundary lines.

City Attorney Bettenhausen noted that some cities have spent millions of dollars on the issue, and the City is approaching this issue in the proper manner.

Following a discussion, motion by Yamaguchi, seconded by Underhill and carried a (5-0) vote to approve the recommended actions.

3.b. **Professional Services Agreement with the Pun Group, Certified Public Accountants, for Auditing Services for Fiscal Years 2015-2016, 2016-2017, and 2017-2018**

Fiscal Impact: \$68,000 Fiscal Year 2016-2017 Budgeted
\$70,040 Fiscal Year 2017-2018
\$72,142 Fiscal Year 2018-2019

Recommended Action: It is recommended that the City Council:

- 1) Approve a Professional Services Agreement with The Pun Group, Inc. for auditing services for Fiscal Years 2015-2016, 2016-2017 and 2017-2018 with the option for two additional one-year term extensions at the discretion of the City Council; and
- 2) Authorize the City Administrator to execute all necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

Interim Chief Financial Officer Schroeder provided a brief overview on the item noting that the City sent out twenty-one Request for Proposals and received 5 responses. He noted that the Financial Audit Oversight Committee interviewed two (2) of the auditing firms and recommends approval of the Pun Group for the City's auditing services.

Financial Audit Oversight Committee (FAOC) Member Dwayne DeRose commented that the interviews took place during a FAOC public meeting.

Ken Pun, The Pun Group Managing Partner, commented that he is confident they can help the City rebuild public trust.

Motion by Green, seconded by Wanke and carried a (5-0) vote to approve the recommended actions.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Councilmember Nelson requested for Staff to review the Tree Trimming Services contract and costs associated with residential tree trimming and prevailing wages.

Councilmember Wanke noted that at the last City Council meeting he requested for the City Attorney to prepare a report for the City regarding confidentiality in closed session and remedies to violations, if there were any.

Mayor Pro Tem Green requested for Staff to find funding sources to extend the hours of the pool.

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned at 8:31 p.m. to August 2, 2016 at 5:30 p.m.

JEREMY B. YAMAGUCHI,
MAYOR/AGENCY CHAIR

ATTEST:

PATRICK J. MELIA,
CITY CLERK/AGENCY SECRETARY

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING MINUTES
September 6, 2016
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER: Mayor Yamaguchi called the meeting to order at 5:30 p.m.

ROLL CALL:

PRESENT: Councilmember/Board Member Nelson, Underhill, Green, Yamaguchi
ABSENT: Wanke

ORAL COMMUNICATIONS: None

The City Council and Boards of Directors will recess to the City Council Caucus Room for the purpose of conducting their Closed Session proceedings.

CITY COUNCIL:

1. Pursuant to Government Code Section 54956.8:
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 480 S. Placentia Avenue APN: 339-443-03
Agency Negotiator: Damien R. Arrula, City Administrator
Negotiating Parties: Orange County Transportation Authority
Under Negotiations: Price and Terms of Payment
2. Pursuant to Government Code Section 54956.8
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 350 S. Placentia Avenue APN: 339-441-01
Agency Negotiator: Damien R. Arrula, City Administrator
Negotiating Parties: Orange County Transportation Authority
Under Negotiations: Price and Terms of the Payment
3. Pursuant to Government Code Section 54956.8:
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 380 S. Placentia Avenue APN: 339-441-02
Agency Negotiator: Damien R. Arrula, City Administrator
Negotiating Parties: Orange County Transportation Authority
Under Negotiations: Price and Terms of the Payment
4. Pursuant to Government Code Section 54956.9(d)(4):
CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION
Number of Cases: 3
5. Pursuant to California Government Code Section 54956.9(d)(1)
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
City of Placentia v. Ng Kan Hoi; et al., Case No. 30-2015-00826619
6. Pursuant to Government Code Section 54956.9(d)(4)
CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION
Significant Exposure to Litigation: (1 Case)

Councilmember Wanke arrived at 6:00 p.m.

RECESS: The City Council and Boards of Directors will recess to their 7:00 p.m. Regular Meeting.

CALL TO ORDER: Mayor Yamaguchi called the meeting to order at 7:00 p.m.

ROLL CALL:

PRESENT: Councilmember/Board Member Nelson, Underhill, Wanke, Green, Yamaguchi

ABSENT: None

STAFF PRESENT: City Administrator/Executive Director Damien R. Arrula; City Attorney/Authority Counsel Christian L. Bettenhausen; Director of Administrative Services Steve Pischel; Interim Chief Financial Officer Larry Schroeder; Interim Chief of Police Ronald Lowenberg; Community Services Director Sandra Gonzalez; Public Work Manager Luis Estevez; Economic Development Manager Jeanette Ortega; Chief Deputy City Clerk Rosanna Ramirez.

INVOCATION: Pastor Karen Tannheimer, Placentia United Methodist Church

PLEDGE OF ALLEGIANCE: Placentia Boy Scout Troop 723

PRESENTATIONS:

- a. **Recognition of Placentia Pony Baseball Team "The Bulldogs" for Winning the Pony Baseball World Series 11U Championship**

Recipients: Placentia Pony Baseball Team "The Bulldogs"

Presenter: Mayor Yamaguchi

Mayor Yamaguchi introduced Director of community Services Gonzalez and Heritage Committee Chair Janice Lacher.

Heritage Committee Chair Lacher announced the Placentia Pony Baseball Team "The Bulldogs" will be the Honorary Grand Marshalls at the upcoming Annual Heritage Festival and Parade.

Mayor Yamaguchi and Director of Community Services Gonzalez presented certificates of recognition to the following Placentia Pony Baseball Team Members: Nicolas Gallardo, Evan Rolbiecki, J.J. Conrad, Garvey Rumar, Blake Thomas, Nicco Nicoletti, Matthew Morrell, Luca Fava, Mason Smith, Joshua Pugh, Jayden Flaig, Coach Jason Nicoletti, and Coach Dan Rolbiecki.

CLOSED SESSION REPORT:

City Attorney/Agency Counsel Bettenhausen reported that the Council/Agency met in closed session to discuss items listed on the agenda and Councilmember Wanke arrived after the discussion of closed session item 3. Mr. Bettenhausen recused himself from closed session item 6 and there was nothing to report out.

CITY ADMINISTRATOR REPORT:

City Administrator Arrula announced the new Director of Development Services Joseph Lambert; the Patriot's Dan Candlelight Ceremony hosted by the American Legion Auxiliary Placentia Unit 277 on Sunday, September 11, 2016 at 7:00 p.m.; the Community Emergency Response Team (CERT) Training Program beginning September 13, 2016; and the Dog Walker Watch Event on September 16, 2016 has been cancelled. He noted in regards to the recent embezzlement of public funds, the City has submitted an insurance claim.

WRITTEN COMMENTS:

City Clerk Melia announced that the City Clerk's Office received written correspondence from Mr. Stephen Wontrobski asking that we include it in the records of tonight's Council meeting. There are a total of ten (10) letters from January 29, 2016 through August 31, 2016 addressing a variety of issues concerning the Orange County Fire Authority.

ORAL COMMUNICATIONS:

Leah Skinner, resident, requested for the City to place two (2) upcoming events on the City's website calendar: the Grand Opening Ribbon Cutting event for EyeCare Vision Optometry on

September 8, 2016 at 4:00 p.m. and the Ribbon Cutting event for the Placentia-Linda Hospital Re-Opening Medical/Surgical Unit on September 15, 2016 at 5:00 p.m.

Jeff Buchanan, resident, expressed his concerns regarding consent calendar item 1.d. regarding the fiscal impact listed on the agenda. He noted that he would like to meet with all the candidates running for a seat on City Council and City Treasurer.

Yuvia Paz, resident, requested for the City to add speed bumps in the La Jolla area for community safety.

B. Hamer, resident, expressed her concerns regarding the location of the dip sign on Madison Avenue noting the sign was nowhere near the actual dip in the road. She noted that she made a report with the Placentia Police Department because there was damage to her vehicle and inquired why the dip in the road has not been fixed. Ms. Hamer submitted pictures to City Council.

Joshua Correa, resident, spoke on the safety enhancements needed in the La Jolla area and noted that a petition has been circulated in the La Jolla area on this subject. He spoke on the recent incident that claimed three lives in the La Jolla area. Mr. Correa submitted documents to City Council on the locations of the City that need to be updated and a petition.

City Administrator Arrula noted that Staff will be meeting with Mr. Correa and any concerned parties regarding the location to hear their concerns and discuss possible solutions.

Todd Dang, 10-unit apartment owner, expressed his condolences to the recent incident that claimed three lives in the La Jolla area and requested for the City to look into adding speed bumps in the La Jolla area to slow down traffic.

An Anaheim resident read a poem on behalf of the woman and children that passed away in the La Jolla area and requested for the City to look into adding speed bumps and signs in that area.

CITY COUNCIL/BOARD MEMBER COMMENTS:

Councilmember Wanke requested for Staff to conduct a speed survey in the La Jolla area to determine if the City needs to lower the speed limit and/or add speed bumps and lights. He noted that he and Councilmember Nelson attended the ICSC Conference in San Diego.

Councilmember Nelson expressed his condolences to the family and friends of the Ledesma Family. He congratulated the Placentia Pony "Bulldog" Baseball Team.

Mayor Pro Tem Green noted that at the Orange County Fire Authority meeting they approved a four-year contract with the union and there will be an increase each year. He thanked the Boy Scout Troop 723 for the flag ceremony.

Mayor Yamaguchi thanked all who spoke during public comments on the recent incident that claimed the lives of three people in the La Jolla area noting that Council stands unified to work together as a community and will look into their concerns. He thanked the Placentia Library for hosting a Reading Celebration in August, and thanked the Neighborhood Services Department partnering with the Lions Club on providing over 100 backpacks to the community. He congratulated the Placentia Pony "Bulldog" Baseball Team.

1. CONSENT CALENDAR (Items 1.a. through 1.g.):

Motion by Wanke, seconded by Nelson and carried a (5-0) vote to approve the Consent Calendar Items Nos. 1.a. through 1.g. with Yamaguchi removing item 1.d. for separate discussion, Councilmember Nelson removing items 1.e. and 1.g. for separate discussion and Yamaguchi abstaining on item 1.b.

1.e. **Resolution for Grant Funds for the Environmental Cleanup, Tier 1 Grant Program under the Orange County Local Transportation Ordinance No. 3 for the City of Placentia Catch Basin Insert Project Phase 3**

Fiscal Impact: Expense: Total Matching Requirement: \$66,700
\$ 50,974 Storm Drain Construction Fund
\$ 10,354 General Fund
\$ 5,372 CalRecycle Used Oil Payment Program Funds

Revenue: \$200,000 OCTA M2 Environmental Cleanup Grant

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2016-45, A Resolution of the City Council of the City of Placentia, California authorizing an application for funds for the Environmental Cleanup, Tier 1 Grant Program Under Orange County Local Transportation Ordinance No. 3 for the City of Placentia Catch Basin Inserts Project Phase 3; and
- 2) Authorize the City Administrator, or his designee, to execute all documents necessary for securing the grant funding, subject to City Attorney approval.

(Approved 5-0, as recommended)

City Administrator Arrula clarified that the City had received more grant funds from OCTA than they had received in the past.

Motion by Nelson, seconded by Wanke and carried a (5-0) vote to approve the recommended actions.

1.f. **Agreement with Public Safety Systems Incorporated for Software Support for CAD/RMS Systems**

Fiscal Impact: Expense: \$94,540.00 Software Support for CAD/RMS Systems
Fiscal Year 2016-17 Budget

Recommended Action: It is recommended that the City Council:

- 1) Approve the Software Support Agreement with Public Safety Systems Incorporated for an amount not to exceed \$94,540.00 for Fiscal Year 2016-17; and
- 2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney; and
- 3) Approve Resolution No. R-2016-46, A Resolution of the City Council of the City of Placentia, California authorizing a Budget Amendment in Fiscal Year 2016-17 in the amount of \$9,000 in compliance with City Charter §§1206 and 1209 pertaining to appropriations for actual expenditures.

(Approved 5-0, as recommended)

1.g. **Agreement with All City Management Services for Crossing Guard Services**

Fiscal Impact: Expense: \$54,463.50 Crossing Guard Services
Budgeted: \$54,500.00 Fiscal Year 2016-17 Operating Budget
(General Fund)

Recommended Action: It is recommended that the City Council:

- 1) Approve the agreement with All City Management Services for an amount not-to-exceed \$54,463.50 for Fiscal Year 2016-17; and
- 2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

Motion by Nelson, seconded by Wanke and carried a (5-0) vote to approve the recommended actions.

2. PUBLIC HEARING: None

3. REGULAR AGENDA:

3.a. **Eagle Scout City Hall Outdoor Patio Renovation Project**

Fiscal Impact: None: All Funds for the Project Raised Through Private Donations; Waiver of Plan Check and Permit Fees and In-House Staff Support

Recommended Action: It is recommended that the City Council:

- 1) Approve the Eagle Scout City Hall Outdoor Patio Project at the Civic Center; and
- 2) Waive all plan check and permit fees and authorize in-house staff support for this youth project; and
- 3) Authorize the City Administrator and/or his designee to execute all necessary documents, subject to City Attorney approval.

(Approved 5-0, as recommended)

Director of Administrative Services Pischel presented a powerpoint presentation to provide an overview of the Eagle Scout City Hall Outdoor Patio Project by Boy Scout Dylan Garner.

Dylan Garner, Boy Scout, commented that the goal of the project is to provide an outdoor break room for City Employees and that the project would take approximately two weeks.

Motion by Nelson, seconded by Green and carried a (5-0) vote to approve the recommended actions.

3.b. **Request for Additional Appropriations for Patrol Overtime Budget to Participate in the Office of Traffic Safety Grant - "Selective Traffic Enforcement Program (STEP) for 2016-2017"**

Fiscal Impact: Expense: \$70,000.00

Offsetting Revenue: \$70,000.00

Recommended Action: It is recommended that the City Council:

- 1) Approve the acceptance of the Office of Traffic Safety grant in the form presented and direct the Chief of Police or his designee to complete the final paperwork; and
- 2) Approve Resolution No. R-2016-47, A Resolution of the City Council of the City of Placentia, California, authorizing a Budget Amendment in Fiscal Year 2016-17 in compliance with City Charter §§1206 and 1209 pertaining to appropriations for actual expenditures.

(Approved 5-0, as recommended)

Captain Point noted in order to enhance their Traffic Safety Operations, the Police Department is requesting approval of the 2016-17 Office of Traffic Safety (OTS) STEP Grant. Captain Point stated that the Placentia Police Department has participated in OTS Grants for several years but are required to apply each year.

Motion by Nelson, seconded by Underhill and carried a (5-0) vote to approve the recommended actions.

3.c. **Annual Appointments to Fill Vacancies on Various City Commissions and Committees**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Schedule interviews of applicants (incumbents optional) at the next regularly scheduled City Council meeting to be held on September 20, 2016 with interviews beginning at 4 p.m.; and/or
- 2) Make the necessary appointments to fill the vacancies listed below:
 - a. Economic Development Committee - 9 vacancies (5 applicants)
 - b. Financial Audit Oversight Committee - 3 vacancies (3 applicants)
 - c. Heritage Committee - 2 vacancies (1 applicant)
 - d. Planning Commission - 2 vacancies (3 applicants)
 - e. Recreation and Parks Commission - 1 vacancy (4 applicants)

- f. Senior Advisory Committee - 2 vacancies (1 applicant)
 - g. Traffic Safety Commission - 2 vacancies (1 applicant)
 - h. Veterans Advisory Committee - 2 vacancies (2 applicants); and/or
- 3) Direct Staff to continue the recruitment process and re-solicit for applicants to fill the Commission and Committee vacancies through various media outlets in the City.

(Approved 5-0, as recommended)

Director of Administrator Services Pischel provided an overview of the item noting that the City Clerk's Office has received a total of 18 applications for the vacancies on the various City Commissions and Committees and Staff requests for Council to schedule interviews or make appointments.

Mayor Yamaguchi requested that Council schedule interviews before appointing members to the City's Commissions and Committees.

Motion by Yamaguchi, seconded by Wanke and carried a (5-0) vote to continue the recruitment process and set a date for interviews including the incumbents.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Councilmember Nelson requested an update on the two billboards including revenue being generated and the issue of power to the billboard locations since this is being used by many non-profits and the billboards are beneficial to our constituents.

City Administrator Arrula noted that the City has been working with Edison and an agreement has been made and construction will begin for electrical power at 360 S. Placentia. He noted that the billboard located on Melrose had no easements on the property, and the City, Edison, and Lamar will meet to come up with a solution and the best course of action for this location.

Councilmember Wanke requested an update on the proposed waste energy plant in the City of Anaheim at the next City Council meeting.

Mayor Yamaguchi requested for Staff to look into La Jolla street improvements.

TENTATIVE AGENDA FORECAST

The Tentative Agenda Forecast is subject to change up until the posting of the Agenda for the Council Meeting listed below:

- Presentation- Lamar Outdoor Advertising
- OCTA Cooperative Agreement for Placentia Avenue Rehabilitation Project
- Agreement for Court Liaison Law Enforcement Services with La Habra
- Agreement with California Forensic Phlebotomy for Forensic Blood Draw Services
- Award of Contract for EOC Renovation Project
- PARS Defined Contribution Program
- Grant Application for California Youth Soccer and Recreation Development Program
- Recognition of Radha Raman Temple Service Building Inauguration

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned at 8:17 p.m. to September 20, 2016 at 5:30 p.m. in memory of Barbara Schofield, long time Placentia resident and the Ledesma Family.

JEREMY B. YAMAGUCHI,
MAYOR/AGENCY CHAIR

ATTEST:

PATRICK J. MELIA,
CITY CLERK/AGENCY SECRETARY

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING MINUTES
September 20, 2016
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER: Mayor Yamaguchi called the meeting to order at 5:30 p.m.

ROLL CALL:

PRESENT: Councilmember/Board Member Nelson, Underhill, Wanke, Green, Yamaguchi

ABSENT: None

ORAL COMMUNICATIONS: None

The City Council and Boards of Directors will recess to the City Council Caucus Room for the purpose of conducting their Closed Session proceedings.

CITY COUNCIL:

1. Pursuant to Government Code Section 54956.9(d)(2):

CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION

Number of Cases: 1

2. Pursuant to Government Code Section 54956.9(d)(4):

CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION

Number of Cases: 3

3. **CONFERENCE WITH LABOR NEGOTIATOR**

Pursuant to Government Code Section 54957.6:

Agency Designated Representatives: Steve Pischel, Dir. Administrative Services

Employee Organizations: Placentia City Employees Association (PCEA) and Unrepresented

RECESS: The City Council and Boards of Directors will recess to their 7:00 p.m. Regular Meeting.

CALL TO ORDER: Mayor Yamaguchi called the meeting to order at 7:00 p.m.

ROLL CALL:

PRESENT: Councilmember/Board Member Nelson, Underhill, Wanke, Green, Yamaguchi

ABSENT: None

STAFF PRESENT: City Administrator/Executive Director Damien R. Arrula; City Attorney/Authority Counsel Christian L. Bettenhausen; Director of Administrative Services Steve Pischel; Interim Finance Manager Rafaela King; Interim Chief of Police Ronald Lowenberg; Community Services Director Sandra Gonzalez; Public Work Manager Luis Estevez; Economic Development Manager Jeanette Ortega; Chief Deputy City Clerk Rosanna Ramirez.

INVOCATION: Mayor Yamaguchi

PLEDGE OF ALLEGIANCE: Mayor Yamaguchi

PRESENTATIONS:

a. **Recognition of Orange County Spelling Bee Winner Samuel Littrell**

Recipient: Samuel Littrell

Presenter: Mayor Yamaguchi

CLOSED SESSION REPORT:

City Attorney/Agency Counsel Bettenhausen reported the Council/Agency met in closed session to discuss items listed on the agenda and nothing to report out.

CITY ADMINISTRATOR REPORT:

City Administrator Arrula introduce the following new City Employees: Placentia Code Enforcement Officer Dan Pivaroff, Placentia Police Dispatcher Clerk David Cox, and Building Inspector Bob Burnett. City Administrator Arrula noted the two upcoming Candidates Forums: first forum hosted by the League of Women Voters on Wednesday, September 28, 2016 at 6:30 p.m. in the Placentia City Council Chambers, and the second forum will be hosted by the Chamber of Commerce on Friday, October 14, 2016 at 6:00 p.m. at the Placentia Library.

ORAL COMMUNICATIONS:

Jeff Buchanan, resident, expressed his concerns with the individuals running for City Treasurer and Councilmember Nelson previously voting no on the City Treasurer having access to view the checking account. Mr. Buchanan noted that the City needs to change the ordinance to specify that maintenance of City trees should only be done by the City.

Josh Correa, resident, thanked City Council for listening to the community at the last meeting regarding the need for speed bumps and invited everyone to weekly pastors' prayer on Wednesday mornings.

CITY COUNCIL/BOARD MEMBER COMMENTS:

Councilmember Nelson addressed his concerns with Mr. Buchanan's comments.

Councilmember Underhill noted two festivals this past weekend and urged residents to watch out for mosquitoes and cover your arms and legs.

Councilmember Wanke noted his concerns with all the recent attacks on law enforcement and requested that Staff look into whether we can arm our police officers better.

Mayor Pro Tem Green noted that he attended 9-11 memorial ceremonies and congratulated those involved on the events.

Mayor Yamaguchi announced a fundraiser golf tournament for the Wounded Warriors and expressed thanks to the Cultural Arts Commissioners for their service to the City.

1. CONSENT CALENDAR (Items 1.a. through 1.h.):

Motion by Wanke, seconded by Green and carried a (5-0) vote to approve the Consent Calendar Items Nos. 1.a. through 1.h. with Yamaguchi removing 1.d. for separate discussion and abstaining from item 1.b.

- 1.a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**
Fiscal Impact: None
Recommended Action: Approve.

- 1.b. **City Fiscal Year 2016-17 Register for September 20, 2016**
Check Register
Fiscal Impact: \$783,324.80

Electronic Disbursement Register

Fiscal Impact: \$425,463.06

Recommended Action: It is recommended that the City Council:

- 1) Receive and file.

(Approved 4-0, as recommended, Yamaguchi abstained)

1.c. **Professional Services Agreement with California Forensic Phlebotomy, Inc. for Forensic Blood Draw Services**

Fiscal Impact: Expense: \$11,250
Revenue: \$11,250

Recommended Action: It is recommended that the City Council:

- 1) Approve the Professional Services Agreement with California Forensic Phlebotomy Inc. for a term ending June 30, 2017; and
- 2) Authorize the City Administrator and/or his designee to execute all the necessary documents in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.d. **Resolution Amending the City's Conflict of Interest Code**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Review the proposed amendments to the City's Conflict of Interest Code, provide input and/or updates as necessary; and
- 2) Approve Resolution No. 2016-48, A Resolution of the City Council of the City of Placentia, California, amending the City's Conflict of Interest Code.

(Approved 5-0, as recommended)

Mayor Yamaguchi inquired the frequency of review of the City's Conflict of Interest Code and requested that Staff review every year rather than every two years the list of designated employees required to file to ensure new positions are included on the list as well as the review of disclosure categories.

Motion by Wanke, seconded by Yamaguchi and carried a (5-0) vote to approve the recommended actions and that the Conflict of Interest Code be examined during the annual Position Allocation Plan, as needed.

1.e. **Agreement for Law Enforcement Court Liaison Services with The City of La Habra**

Fiscal Impact: Expense: \$31,015
Budgeted: \$28,000 (Department Contract Services)
\$ 3,015 (Special Department Supplies)

Recommended Action: It is recommended that the City Council:

- 1) Approve the Agreement for Law Enforcement Services Court Liaison Services with the City of La Habra for a term ending June 30, 2017; and
- 2) Authorize the City Administrator and/or his designee to execute all the necessary documents in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.f. **Resolution Authorizing an Agreement with Public Agency Retirement Services (PARS) to Provide a Defined Contribution Plan for Designated Miscellaneous Employees participating in the 2%@60 retirement formula under CalPERS**

Fiscal Impact: No Net Financial Impact
Expense: \$39,000 CalPERS contributions
Revenue: \$39,000 Offset by reduction of CalPERS formula
from 2%@55 to 2%@60

Recommended Action: It is recommended that the City Council:

- 1) Approve Resolution R-2016-49, A Resolution of the City Council of the City of Placentia, California authorizing the adoption of the PARS Defined Contribution Plan administered by Public Agency Retirement Services (PARS); and
- 2) Approve an Agreement for Administrative Services with PARS for a defined contribution plan; and
- 3) Authorize the City Administrator or his designed to execute all necessary documents in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.g. **Cooperative Agreement with the Orange County Transportation Authority to Receive Grant Funds for the Placentia Avenue Rehabilitation Project**

Fiscal Impact: Expense: \$1,503,318
Offsetting Revenue: \$ 501,659 M2 Fairshare Funds
\$ 501,659 City of Fullerton
\$ 500,000 OCTA/FHWA Grant Funds

No General Fund dollars will be spent on this project.

Recommended Action: It is recommended that the City Council:

- 1) Approve a Cooperative Agreement with OCTA for the Placentia Avenue Rehabilitation from Chapman Avenue to Ruby Drive Project; and
- 2) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.h. **Acceptance of Resignations from the Cultural Arts Commission**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Accept the resignation of Sergio Hidalgo and Devon Gray from the Cultural Arts Commission; and
- 2) Update the City's master Commission/Committee vacancy list to include the vacancies on the Cultural Arts Commission.

(Approved 5-0, as recommended)

2. **PUBLIC HEARING:** None

3. **REGULAR AGENDA:**

3.a. **Approval of Plans and Specifications and Award of Contract for the Emergency Operations Renovation Project No. 2016-15**

Fiscal Impact: Expense: \$225,116.23
Revenue: \$183,000.00 Public Safety Fee Mitigation Funds
\$ 42,116.23 Asset Forfeiture Funds

No General Fund dollars will be used on this project.

Recommended Action: It is recommended that the City Council:

- 1) Approve the plans and specifications prepared by Baker Nowicki Design Studio and FBA Engineering; and
- 2) Reject the bid received from A2Z Construction as non-responsive; and
- 3) Approve a Public Works Agreement with R Dependable Construction, Inc., for construction of the Emergency Operations Center Renovation Project in the amount of \$148,742.23; and
- 4) Reject all other bids received and authorize the return of the bid bonds; and
- 5) Authorize the City Administrator to approve contract change orders up to 10% of the contract amount, or \$14,874, for a total construction contract not-to-exceed amount of \$163,616.23; and
- 6) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney; and
- 7) Adopt Resolution No. R-2016-50, A Resolution of the City Council of the City of Placentia, California, authorizing a budget amendment in Fiscal Year 2016-17 increasing the appropriation budgets in the capital projects fund in the amount of \$62,116.23 in compliance with City Charter §§1206 and 1209 pertaining to appropriations for actual expenditures.

(Approved 5-0, as recommended)

Following a presentation by Public Works Manager Estevez, motion by Yamaguchi, seconded by Underhill and carried a (5-0) vote to approve the recommended actions.

3.b. **Treasurer's Report for March, April, May, June (Preliminary), and July 2016 (Preliminary)**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the Treasurer's Reports for the months of March, April, May, June (Preliminary) and July 2016 (Preliminary).

(Approved 5-0, as recommended)

City Attorney Bettenhausen announced that the preliminary March through July 2016 Treasurer's Reports were withheld at his request because these were during the time that the embezzlement occurred and until we uncovered the full amount of the City's loss and completed the investigation, we did not want any inaccurate numbers released and we are comfortable that these numbers reflect what the loss was.

Interim Finance Manager Raefela King gave a summary of the preliminary Treasurer's Reports for March, April, May, June, and July 2016.

Motion by Wanke, seconded by Green and carried a (5-0) vote to approve the recommended actions.

3.c. **Resolution Terminating the Tri-City Park Authority Joint Powers Agreement**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. 2016-51, A Resolution of the City Council of the City of Placentia, California terminating the Tri-City Park Authority Joint Powers Agreement; and
- 2) Authorize the City Administrator and/or his designee, in consultation with the City Attorney, to complete any actions necessary for the termination of the Joint Powers Agreement and dissolution of the Authority.

(Approved 5-0, as recommended)

Motion by Green, seconded by Yamaguchi and carried a (5-0) vote to approve the recommended actions.

CITY COUNCIL/BOARD MEMBERS REQUESTS: None

TENTATIVE AGENDA FORECAST

The Tentative Agenda Forecast is subject to change up until the posting of the Agenda for the Council Meeting listed below:

- Active HEAL Certificate to City by California HEAL Cities Campaign
- Recognition of Radha Raman Temple Service Building Inauguration
- Grant Application for California Youth Soccer and Recreation Development Program
- Approval of Plans and Specifications and Award of Contract for Backs Community Center ADA Improvement Project

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned at 7:51 p.m. to October 4, 2016 at 5:30 p.m.

JEREMY B. YAMAGUCHI,
MAYOR/AGENCY CHAIR

ATTEST:

PATRICK J. MELIA,
CITY CLERK/AGENCY SECRETARY

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING MINUTES
September 20, 2016
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER: Mayor Yamaguchi called the meeting to order at 5:30 p.m.

ROLL CALL:

PRESENT: Councilmember/Board Member Nelson, Underhill, Wanke, Green, Yamaguchi
ABSENT: None

ORAL COMMUNICATIONS: None

The City Council and Boards of Directors will recess to the City Council Caucus Room for the purpose of conducting their Closed Session proceedings.

CITY COUNCIL:

1. Pursuant to Government Code Section 54956.9(d)(2):
CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION
Number of Cases: 1
2. Pursuant to Government Code Section 54956.9(d)(4):
CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION
Number of Cases: 3
3. **CONFERENCE WITH LABOR NEGOTIATOR**
Pursuant to Government Code Section 54957.6:
Agency Designated Representatives: Steve Pischel, Dir. Administrative Services
Employee Organizations: Placentia City Employees Association (PCEA) and Unrepresented

RECESS: The City Council and Boards of Directors will recess to their 7:00 p.m. Regular Meeting.

CALL TO ORDER: Mayor Yamaguchi called the meeting to order at 7:00 p.m.

ROLL CALL:

PRESENT: Councilmember/Board Member Nelson, Underhill, Wanke, Green, Yamaguchi
ABSENT: None

STAFF PRESENT: City Administrator/Executive Director Damien R. Arrula; City Attorney/Authority Counsel Christian L. Bettenhausen; Director of Administrative Services Steve Pischel; Interim Finance Manager Rafaela King; Interim Chief of Police Ronald Lowenberg; Community Services Director Sandra Gonzalez; Public Work Manager Luis Estevez; Economic Development Manager Jeanette Ortega; Chief Deputy City Clerk Rosanna Ramirez.

INVOCATION: Mayor Yamaguchi

PLEDGE OF ALLEGIANCE: Mayor Yamaguchi

PRESENTATIONS:

- a. **Recognition of Orange County Spelling Bee Winner Samuel Littrell**
Recipient: Samuel Littrell
Presenter: Mayor Yamaguchi

CLOSED SESSION REPORT:

City Attorney/Agency Counsel Bettenhausen reported the Council/Agency met in closed session to discuss items listed on the agenda and nothing to report out.

CITY ADMINISTRATOR REPORT:

City Administrator Arrula introduce the following new City Employees: Placentia Code Enforcement Officer Dan Pivaroff, Placentia Police Dispatcher Clerk David Cox, and Building Inspector Bob Burnett. City Administrator Arrula noted the two upcoming Candidates Forums: first forum hosted by the League of Women Voters on Wednesday, September 28, 2016 at 6:30 p.m. in the Placentia City Council Chambers, and the second forum will be hosted by the Chamber of Commerce on Friday, October 14, 2016 at 6:00 p.m. at the Placentia Library.

ORAL COMMUNICATIONS:

Jeff Buchanan, resident, expressed his concerns with the individuals running for City Treasurer and Councilmember Nelson previously voting no on the City Treasurer having access to view the checking account. Mr. Buchanan noted that the City needs to change the ordinance to specify that maintenance of City trees should only be done by the City.

Josh Correa, resident, thanked City Council for listening to the community at the last meeting regarding the need for speed bumps and invited everyone to weekly pastors' prayer on Wednesday mornings.

CITY COUNCIL/BOARD MEMBER COMMENTS:

Councilmember Nelson addressed his concerns with Mr. Buchanan's comments.

Councilmember Underhill noted two festivals this past weekend and urged residents to watch out for mosquitoes and cover your arms and legs.

Councilmember Wanke noted his concerns with all the recent attacks on law enforcement and requested that Staff look into whether we can arm our police officers better.

Mayor Pro Tem Green noted that he attended 9-11 memorial ceremonies and congratulated those involved on the events.

Mayor Yamaguchi announced a fundraiser golf tournament for the Wounded Warriors and expressed thanks to the Cultural Arts Commissioners for their service to the City.

1. CONSENT CALENDAR (Items 1.a. through 1.h.):

Motion by Wanke, seconded by Green and carried a (5-0) vote to approve the Consent Calendar Items Nos. 1.a. through 1.h. with Yamaguchi removing 1.d. for separate discussion and abstaining from item 1.b.

- 1.a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**
Fiscal Impact: None
Recommended Action: Approve.

- 1.b. **City Fiscal Year 2016-17 Register for September 20, 2016**
Check Register
Fiscal Impact: \$783,324.80

Electronic Disbursement Register

Fiscal Impact: \$425,463.06

Recommended Action: It is recommended that the City Council:

- 1) Receive and file.

(Approved 4-0, as recommended, Yamaguchi abstained)

1.c. **Professional Services Agreement with California Forensic Phlebotomy, Inc. for Forensic Blood Draw Services**

Fiscal Impact: Expense: \$11,250
Revenue: \$11,250

Recommended Action: It is recommended that the City Council:

- 1) Approve the Professional Services Agreement with California Forensic Phlebotomy Inc. for a term ending June 30, 2017; and
- 2) Authorize the City Administrator and/or his designee to execute all the necessary documents in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.d. **Resolution Amending the City's Conflict of Interest Code**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Review the proposed amendments to the City's Conflict of Interest Code, provide input and/or updates as necessary; and
- 2) Approve Resolution No. 2016-48, A Resolution of the City Council of the City of Placentia, California, amending the City's Conflict of Interest Code.

(Approved 5-0, as recommended)

Mayor Yamaguchi inquired the frequency of review of the City's Conflict of Interest Code and requested that Staff review every year rather than every two years the list of designated employees required to file to ensure new positions are included on the list as well as the review of disclosure categories.

Motion by Wanke, seconded by Yamaguchi and carried a (5-0) vote to approve the recommended actions and that the Conflict of Interest Code be examined during the annual Position Allocation Plan, as needed.

1.e. **Agreement for Law Enforcement Court Liaison Services with The City of La Habra**

Fiscal Impact: Expense: \$31,015
Budgeted: \$28,000 (Department Contract Services)
\$ 3,015 (Special Department Supplies)

Recommended Action: It is recommended that the City Council:

- 1) Approve the Agreement for Law Enforcement Services Court Liaison Services with the City of La Habra for a term ending June 30, 2017; and
- 2) Authorize the City Administrator and/or his designee to execute all the necessary documents in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.f. **Resolution Authorizing an Agreement with Public Agency Retirement Services (PARS) to Provide a Defined Contribution Plan for Designated Miscellaneous Employees participating in the 2%@60 retirement formula under CalPERS**

Fiscal Impact: No Net Financial Impact
Expense: \$39,000 CalPERS contributions
Revenue: \$39,000 Offset by reduction of CalPERS formula
from 2%@55 to 2%@60

Recommended Action: It is recommended that the City Council:

- 1) Approve Resolution R-2016-49, A Resolution of the City Council of the City of Placentia, California authorizing the adoption of the PARS Defined Contribution Plan administered by Public Agency Retirement Services (PARS); and
- 2) Approve an Agreement for Administrative Services with PARS for a defined contribution plan; and
- 3) Authorize the City Administrator or his designed to execute all necessary documents in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.g. **Cooperative Agreement with the Orange County Transportation Authority to Receive Grant Funds for the Placentia Avenue Rehabilitation Project**

Fiscal Impact: Expense: \$1,503,318
Offsetting Revenue: \$ 501,659 M2 Fairshare Funds
\$ 501,659 City of Fullerton
\$ 500,000 OCTA/FHWA Grant Funds

No General Fund dollars will be spent on this project.

Recommended Action: It is recommended that the City Council:

- 1) Approve a Cooperative Agreement with OCTA for the Placentia Avenue Rehabilitation from Chapman Avenue to Ruby Drive Project; and
- 2) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.h. **Acceptance of Resignations from the Cultural Arts Commission**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Accept the resignation of Sergio Hidalgo and Devon Gray from the Cultural Arts Commission; and
- 2) Update the City's master Commission/Committee vacancy list to include the vacancies on the Cultural Arts Commission.

(Approved 5-0, as recommended)

2. **PUBLIC HEARING:** None

3. **REGULAR AGENDA:**

3.a. **Approval of Plans and Specifications and Award of Contract for the Emergency Operations Renovation Project No. 2016-15**

Fiscal Impact: Expense: \$225,116.23
Revenue: \$183,000.00 Public Safety Fee Mitigation Funds
\$ 42,116.23 Asset Forfeiture Funds

No General Fund dollars will be used on this project.

Recommended Action: It is recommended that the City Council:

- 1) Approve the plans and specifications prepared by Baker Nowicki Design Studio and FBA Engineering; and
- 2) Reject the bid received from A2Z Construction as non-responsive; and
- 3) Approve a Public Works Agreement with R Dependable Construction, Inc., for construction of the Emergency Operations Center Renovation Project in the amount of \$148,742.23; and
- 4) Reject all other bids received and authorize the return of the bid bonds; and
- 5) Authorize the City Administrator to approve contract change orders up to 10% of the contract amount, or \$14,874, for a total construction contract not-to-exceed amount of \$163,616.23; and
- 6) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney; and
- 7) Adopt Resolution No. R-2016-50, A Resolution of the City Council of the City of Placentia, California, authorizing a budget amendment in Fiscal Year 2016-17 increasing the appropriation budgets in the capital projects fund in the amount of \$62,116.23 in compliance with City Charter §§1206 and 1209 pertaining to appropriations for actual expenditures.

(Approved 5-0, as recommended)

Following a presentation by Public Works Manager Estevez, motion by Yamaguchi, seconded by Underhill and carried a (5-0) vote to approve the recommended actions.

3.b. **Treasurer's Report for March, April, May, June (Preliminary), and July 2016 (Preliminary)**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the Treasurer's Reports for the months of March, April, May, June (Preliminary) and July 2016 (Preliminary).

(Approved 5-0, as recommended)

City Attorney Bettenhausen announced that the preliminary March through July 2016 Treasurer's Reports were withheld at his request because these were during the time that the embezzlement occurred and until we uncovered the full amount of the City's loss and completed the investigation, we did not want any inaccurate numbers released and we are comfortable that these numbers reflect what the loss was.

Interim Finance Manager Raefela King gave a summary of the preliminary Treasurer's Reports for March, April, May, June, and July 2016.

Motion by Wanke, seconded by Green and carried a (5-0) vote to approve the recommended actions.

3.c. **Resolution Terminating the Tri-City Park Authority Joint Powers Agreement**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. 2016-51, A Resolution of the City Council of the City of Placentia, California terminating the Tri-City Park Authority Joint Powers Agreement; and
- 2) Authorize the City Administrator and/or his designee, in consultation with the City Attorney, to complete any actions necessary for the termination of the Joint Powers Agreement and dissolution of the Authority.

(Approved 5-0, as recommended)

Motion by Green, seconded by Yamaguchi and carried a (5-0) vote to approve the recommended actions.

CITY COUNCIL/BOARD MEMBERS REQUESTS: None

TENTATIVE AGENDA FORECAST

The Tentative Agenda Forecast is subject to change up until the posting of the Agenda for the Council Meeting listed below:

- Active HEAL Certificate to City by California HEAL Cities Campaign
- Recognition of Radha Raman Temple Service Building Inauguration
- Grant Application for California Youth Soccer and Recreation Development Program
- Approval of Plans and Specifications and Award of Contract for Backs Community Center ADA Improvement Project

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned at 7:51 p.m. to October 4, 2016 at 5:30 p.m.

JEREMY B. YAMAGUCHI,
MAYOR/AGENCY CHAIR

ATTEST:

PATRICK J. MELIA,
CITY CLERK/AGENCY SECRETARY

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING MINUTES
October 4, 2016
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER: Mayor Yamaguchi called the meeting to order at 5:30 p.m.

ROLL CALL:

PRESENT: Councilmember/Board Member Nelson, Underhill, Green, Yamaguchi
ABSENT: Wanke

ORAL COMMUNICATIONS: None

The City Council and Boards of Directors will recess to the City Council Caucus Room for the purpose of conducting their Closed Session proceedings.

CITY COUNCIL:

1. Pursuant to Government Code Section 54956.9(d)(2):
CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION
Number of Cases: 1
2. Pursuant to Government Code Section 54956.8:
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 480 S. Placentia Avenue APN: 339-443-03
Agency Negotiator: Damien R. Arrula, City Administrator
Negotiating Parties: Orange County Transportation Authority
Under Negotiation: Price and Terms of Payment
3. Pursuant to Government Code Section 54956.8:
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 350 S. Placentia Avenue APN: 339-441-01
Agency Negotiator: Damien R. Arrula, City Administrator
Negotiating Parties: Orange County Transportation Authority
Under Negotiation: Price and Terms of Payment
4. Pursuant to Government Code Section 54956.8:
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 380 S. Placentia Avenue APN: 339-441-02
Agency Negotiator: Damien R. Arrula, City Administrator
Negotiating Parties: Orange County Transportation Authority
Under Negotiation: Price and Terms of Payment
5. **CONFERENCE WITH LABOR NEGOTIATOR**
Pursuant to Government Code Section 54957.6:
Agency Designated Representatives: Damien R. Arrula, City Administrator
Steve Pischel, Director of Administrative Services
Employee Organizations: Placentia City Employees Association (PCEA), Placentia Police Officers Association (PPOA), Placentia Police Management Association (PPMA) and Unrepresented Employees.

RECESS: The City Council and Boards of Directors will recess to their 7:00 p.m. Regular Meeting.

CALL TO ORDER: Mayor Yamaguchi called the meeting to order at 7:00 p.m.

ROLL CALL:

PRESENT: Councilmember/Board Member Nelson, Underhill, Green, Yamaguchi
ABSENT: Wanke

STAFF PRESENT: City Administrator/Executive Director Damien R. Arrula; City Attorney/Authority Counsel Christian L. Bettenhausen; Director of Administrative Services Steve Pischel; Interim Chief Financial Officer Larry Schroeder; Interim Chief of Police Ronald Lowenberg; Community Services Director Sandra Gonzalez; Public Work Manager Luis Estevez; Economic Development Manager Jeanette Ortega; Chief Deputy City Clerk Rosanna Ramirez.

INVOCATION: Police Chaplain Ciro Beltran

PLEDGE OF ALLEGIANCE: Rylen Jones

PRESENTATIONS:

a. **Recognition of Rylen Jones for Heroic Lifesaving Actions**

Recipient: Rylen Jones

Presenter: Orange County Fire Authority and Mayor Yamaguchi

Mayor Yamaguchi presented Rylen Jones with a certificate on behalf of the City and Orange County Fire Authority Battalion Chief Blawn presented Rylen Jones with a plaque in recognition of his heroic lifesaving action.

b. **Proclamation for Fire Prevention Week**

Recipient: Orange County Fire Authority Battalion Chief Michael Blawn

Presenter: Mayor Yamaguchi

Mayor Yamaguchi presented Orange County Fire Authority Battalion Chief Michael Blawn a proclamation for Fire Prevention Week. Battalion Chief Blawn informed the community on safety measures in recognition of Fire Prevention Week.

c. **Active HEAL Certificate to City by California HEAL Cities Campaign**

Recipient: City of Placentia

Presenter: Kanat Tibet and Alfred Mata from Public Health Advocates

Alfred Mata, on behalf of HEAL Cities Campaign, presented the City with a certificate for achieving designation as an Active HEAL City making the City a healthier place to live.

d. **Recognition of Radha Raman Temple Service Building Inauguration**

Recipient: Radha Raman Temple

Presenter: Mayor Yamaguchi

Mayor Yamaguchi presented representatives from the Radha Raman Temple with a certificate of recognition for their renovation of their building and parking lot. The representatives from the Radha Raman Temple thanked City Council and City Staff for all their support.

CLOSED SESSION REPORT:

City Attorney/Agency Counsel Bettenhausen reported the Council/Agency met in closed session to discuss items listed on the agenda and nothing to report out.

CITY ADMINISTRATOR REPORT:

City Administrator Arrula gave an update on the proposed Anaergia Organic Waste to Energy Facility in the City of Anaheim. He announced free seasonal flu shots for adults and children will be offered at the Church of Jesus Christ of Latter Day Saints located at 210 Livingston Avenue on Friday, October 14, 2016 between 11:00 a.m. And 1:00 p.m., and the Placentia Chamber of Commerce Candidates Forum on Friday, October 14, 2016 at 6:00 p.m. In the Placentia Library.

ORAL COMMUNICATIONS:

Cathy Seeling, Placentia Family Resource Center, stated that the Family Center appreciates its partnership with the City at the Whitten Community Center and the programs they have been able to provide to the community

Amy stated they received a grant last year to expand their services to include counseling. They offer 9 different food programs and expanded tutoring programs to include high school. She stated that the Family Center is always looking for donations for the Thanksgiving baskets giveaway and their annual Gala to raise funds for the center will be held on October 20, 2016.

Leticia Gali, resident, works for Lot 318 and expressed thanks to Cathy for all her hard work. She stated that she is excited that the City is pursuing a soccer field grant so children will have a place to play.

Joshua Ayers, representing Southern California Sea Horses, stated that they partner with Lot 318 and provide soccer coaching in urban areas.

Leah Skinner, representing the Chamber of Commerce invited everyone to three ribbon cutting ceremonies Friday, October 7th at 4 p.m. Laser Island, Thursday, October 13th at 4 p.m. Stereo Brewing, and Thursday, October 20th at 4 p.m. Merus Health.

Blake Montero, resident, addressed City Council regarding his concerns on using the General Fund to buy a property that we already bought once to invest in a gas station. Mr. Montero spoke in support of the City applying for a grant to build a soccer facility. He stated that he is disappointed in the election activities involving signs.

Jeff Buchanan, resident, thanked Councilmembers Nelson and Underhill for their years of service to the City. Mr. Buchanan noted that it would be good to see on what property the Galaxy Oil station will be built.

CITY COUNCIL/BOARD MEMBER COMMENTS:

Councilmember Underhill invited everyone to the Heritage Festival.

Mayor Pro Tem Green acknowledged the years of service to the City by Councilmembers Nelson and Underhill and commented on the

Mayor Yamaguchi noted the Heritage Festival and encouraged the community to drink plenty of water and that the Orange County Fire Authority will be on hand along the parade route. He thanked everyone for their hard work on this event. Mayor Yamaguchi stated that there will be Leaders Forum at the Placentia Library on Saturday.

1. CONSENT CALENDAR (Items 1.a. through 1.f.):

Motion by Yamaguchi, seconded by Nelson and carried a (5-0) vote to approve the Consent Calendar Items Nos. 1.a. through 1.f. with Yamaguchi abstaining on item 1.b. and Wanke absent.

1.a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**
Fiscal Impact: None
Recommended Action: Approve.

1.b. **City Fiscal Year 2016-17 Register for October 4, 2016**
Check Register
Fiscal Impact: \$2,160,468.40

Electronic Disbursement Register
Fiscal Impact: \$501,759.19
Recommended Action: It is recommended that the City Council:
1) Receive and file.
(Approved 4-0, as recommended, Yamaguchi abstained)

- 1.c. **Resolution Authorizing Temporary Suspension of Regulatory Ordinance Section 10.28.010 to Facilitate the Placentia Founders Society Three Special Events Scheduled for Thursday, December 1, and Sunday, December 4, 2016 and Sunday, April 30, 2017**
Fiscal Impact: None
Recommended Action: It is recommended that the City Council:
 1) Adopt Resolution No. 2016-XX, A Resolution of the City Council of the City of Placentia, California, authorizing the temporary suspension of regulatory Ordinance Section 10.28.010 of the Placentia Municipal Code to facilitate the Placentia Founders Society three special events scheduled for December 1, and December 4, 2016 and April 30, 2017.
(Approved 4-0, as recommended)
- 1.d. **Successor Agency Staffing Support Services**
Fiscal Impact: Expense: \$25,000
 Offsetting Revenue: \$25,000 (Successor Agency Enforceable Obligation)
 Budgeted: \$25,000 (Successor Agency Professional Services Account No.: 547525-6099)
Recommended Action: It is recommended that the City Council:
 1) Approve the Professional Services Agreement with Kosmont & Associates, Inc. dba Kosmont Companies for an amount not to exceed \$25,000; and
 2) Authorize the City Administrator to sign the necessary documents, in a form approved by the City Attorney.
(Approved 4-0, as recommended)
- 1.e. **Acceptance of Grant Deed Agreements with the Orange County Transportation Authority for the Tustin Avenue/Rose Drive Grade Separation Project**
Fiscal Impact: Expense: None
Recommended Action: It is recommended that the City Council:
 1) Accept three (3) right-of-way grant deeds for the Tustin Avenue/Rose Drive Grade Separation Project; and
 2) Authorize the Mayor to sign the certificate of acceptance for the grant deeds on behalf of the City; and
 3) Direct the City Clerk to endorse the grant deeds which embodies the acceptance of said right-of-ways, and cause the documents to be submitted to the Orange County Clerk Recorder for recording of the documents.
(Approved 4-0, as recommended)
- 1.f. **Approve License/Lease Agreement with Galaxy Oil Company**
Fiscal Impact: General Fund Expenditure: \$568,000
 General Fund Revenue: \$25,000 Annual Base Rent and Royalty Payment of \$200,000-\$350,000 Annually
Recommended Action: It is recommended that the City Council:
 1) Approve Resolution R-2016-XX, A Resolution of the City Council of the City of Placentia, California, authorizing a Budget Amendment in Fiscal Year 2016-17 in the amount of \$568,000 in compliance with the City Charter §§1206 and 1209 pertaining to appropriations for actual expenditures to comply with the Orange County Transportation Authority's Cooperative Agreement No. C-9-0864 and C-9-0412, respectfully; and
 2) Approve the Exclusive License Agreement for Operation of a Self-Service Gas and Electric Vehicle Charging Station with Galaxy Oil Company; and
 3) Find that this action is exempt from Environmental Review pursuant to Section 15061 (b)(3) of the CEQA Guidelines; and
 4) Authorize the City Administrator to execute the License Agreement on behalf of the City in a form approved by the City Attorney.
(Approved 4-0, as recommended)

City Administrator Arrula presented an overview on the history of the land and future use of the parcel.

A representative from Galaxy Oil stated that this gas station will be the first site to be able to offer three methods of payment to allow more value to the consumers.

Motion by Green, seconded by Yamaguchi and carried a (4-0) vote to approve the recommended actions.

2. PUBLIC HEARING: None

3. REGULAR AGENDA:

3.a. **Resolution Authorizing Submittal of Grant Application for California Youth Soccer and Recreation Development Program Related to Construction of a Soccer Field at McFadden Park**

Fiscal Impact: Expense: \$1,000,000 (State Grant Funds)

Revenue: \$1,000,000 (State Grant Funds)

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2016-XX, A Resolution of the City Council of the City of Placentia, California, approving the Application for Youth Soccer and Recreation Development Program Grant Funds; and
- 2) Find that the project is exempt from Environmental Review pursuant to Section 15332, 15301 and 15304 of the CEQA Guidelines, and direct Staff to file a Notice of Exemption; and
- 3) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

(Approved 4-0, as recommended, Wanke absent)

Director of Community Services Gonzalez displayed a presentation on the proposed soccer field.

Motion by Yamaguchi, seconded by Green and carried a (4-0) vote to approve the recommended actions and that Staff continue seeking additional grant funding for improved lighting at McFadden Park.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Mayor Yamaguchi noted that Placentia Baskin Robbins is having a grand reopening on October 8, 2016 and will offer promotional items from 12 noon to 4:00 p.m. with the ceremonial grand opening at 1:00 p.m.

TENTATIVE AGENDA FORECAST

The Tentative Agenda Forecast is subject to change up until the posting of the Agenda for the Council Meeting listed below:

- Approval of Plans and Specifications and Award of Contract for Backs Community Center ADA Improvement Project
- Award of contract for Chapman Avenue Street Resurfacing Project
- Participation in the California First and YGreene PACE Financing Programs

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned at 8:24 p.m. to October 18, 2016 at 5:30 p.m. in memory of Nina Siecke, wife of Former Traffic Engineer Warren Siecke, and Hal Fisher, Retired Placentia Chief of Police.

JEREMY B. YAMAGUCHI,
MAYOR/AGENCY CHAIR

ATTEST:

PATRICK J. MELIA,
CITY CLERK/AGENCY SECRETARY

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING MINUTES
October 18, 2016
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER: Mayor Pro Tem Green called the meeting to order at 5:30 p.m.

ROLL CALL:

PRESENT: Councilmember/Board Member Nelson, Underhill, Wanke, Green
ABSENT: Yamaguchi

ORAL COMMUNICATIONS: None

The City Council and Boards of Directors will recess to the City Council Caucus Room for the purpose of conducting their Closed Session proceedings.

CITY COUNCIL:

1. Pursuant to Government Code Section 54956.8:
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: APN: 346-241-02
Agency Negotiator: Damien R. Arrula, City Administrator
Negotiating Parties: Orange County Flood Control District & Mercy Housing California
Under Negotiation: Price and Terms of Payment
2. Pursuant to Government Code Section 54956.8:
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 350 S. Placentia Avenue APN: 339-441-01
Agency Negotiator: Damien R. Arrula, City Administrator
Negotiating Parties: Orange County Transportation Authority
Under Negotiation: Price and Terms of Payment
3. Pursuant to Government Code Section 54956.8:
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 380 S. Placentia Avenue APN: 339-441-02
Agency Negotiator: Damien R. Arrula, City Administrator
Negotiating Parties: Orange County Transportation Authority
Under Negotiation: Price and Terms of Payment

RECESS: The City Council and Boards of Directors will recess to their 7:00 p.m. Regular Meeting.

CALL TO ORDER: Mayor Pro Tem Green called the meeting to order at 7:00 p.m.

ROLL CALL:

PRESENT: Councilmember/Board Member Nelson, Underhill, Wanke, Green
ABSENT: Yamaguchi

STAFF PRESENT: City Administrator/Executive Director Damien R. Arrula; City Attorney/Authority Counsel Christian L. Bettenhausen; Director of Administrative Services Steve Pischel; Interim Chief Financial Officer Larry Schroeder; Interim Chief of Police Ronald Lowenberg; Community Services Director Sandra Gonzalez; Public Work Manager Luis Estevez; Economic Development Manager Jeanette Ortega; Chief Deputy City Clerk Rosanna Ramirez.

INVOCATION: Mayor Pro Tem Green

PLEDGE OF ALLEGIANCE: City Treasurer Larson

PRESENTATIONS:

- a. **Presentation- Jupiter Company Monetary Donation to the Cathy Torrez Learning Center**
Recipients: Mayor Yamaguchi and Director of Community Services Sandra Gonzalez
Presenters: Cathy Torrez Family
- b. **Proclamation Declaring October 23-31 as Red Ribbon Week**
Recipients: Placentia Police Department
Presenter: Mayor Yamaguchi

CLOSED SESSION REPORT:

City Attorney/Agency Counsel Bettenhausen reported the Council/Agency met in closed session to discuss items listed on the agenda, Council gave direction and nothing to report out.

CITY ADMINISTRATOR REPORT:

City Administrator Arrula introduced the following new employees: Parking Control Officer Oscar Chavarria, and Police Dispatcher Clerk Megan Rodriguez. City Administrator Arrula announced the Great California ShakeOut on October 20, 2016 at 10:20 a.m.; Shred Day and E-Waste Recycling Event on Saturday, October 22, 2016 from 8 a.m. to 11 a.m. at the Placentia Civic Center; and the Golden State Water Company will be hosting an open house in Placentia on Thursday, October 27, 2016 at 6:00 p.m. in the Aguirre building.

ORAL COMMUNICATIONS:

Dwayne DeRose announced that the Placentia Chamber of Commerce established an Excellence in Business Awards in addition to their 53rd annual Citizens of the year award.

Blake Montero, resident, expressed his concerns with the agenda item related to item 3.a. and questioned why the Council permitted freeway signs on a property we did not financially control.

Kevin Larson expressed his concerns with the misinformation being distributed by a PAC during election time and stated the role of a City Treasurer and that he has never supported pot shops. Mr. Larson stated that he as the City Treasurer does not vote on the business of the City but is a financial overseer not a policy maker.

Jeff Buchanan, resident, noted that Council had previously requested Staff to examine the maintenance of parkway trees in residential communities, questioned rumors regarding a possible separation agreement with Councilmember Smith's and the City's need to take a risk and move forward.

Yvonne Cureton invited everyone to the ALS Guardian Angels Racing for a Cure Car Show at Tri City Park.

CITY COUNCIL/BOARD MEMBER COMMENTS:

Councilmember Nelson thanked the Heritage Day Committee for the trophy. He stated that he does not have anything to do with the PAC and has already sent a message to them to remove his name and leave the City Treasurer's race out of their materials.

Councilmember Underhill informed everyone that the mosquito season is almost over but to still be careful and wear mosquito repellent.

Councilmember Wanke noted that the City is doing the right thing in regards to the property and the City is moving forward.

Mayor Pro Tem Green asked City Administrator Arrula to set up a meeting with Blake Montero to discuss his concerns on 3.a. and requested that the Police Department look into the status of Mr. Buchanan's VIP application. Mayor Pro Tem Green also requested Staff to look into adjusting the City ordinance regarding the maintenance of parkway trees.

1. CONSENT CALENDAR (Items 1.a. through 1.d.):

Motion by Wanke, seconded by Nelson and carried a (4-0) vote to approve the Consent Calendar Items Nos. 1.a. through 1.d. with Yamaguchi absent

1.a. Consideration to Waive Reading in Full of all Ordinances and Resolutions

Fiscal Impact: None

Recommended Action: Approve.

**1.b. City Fiscal Year 2016-17 Register for October 18, 2016
Check Register**

Fiscal Impact: \$1,053,728.30

Electronic Disbursement Register

Fiscal Impact: \$455,156.28

Recommended Action: It is recommended that the City Council:

1) Receive and file.

(Approved 4-0, as recommended)

1.c. Approval of Plans and Specifications and Award of Construction Contract for the Chapman Avenue Street Resurfacing Project- Project No. 2016-35

Fiscal Impact: \$196,450.56

\$200,000.00 OCTA Cooperative Agreement

No General Fund dollars will be used on this project

Recommended Action: It is recommended that the City Council:

1) Approve plans and specifications prepared by the Contract City Engineer; and
2) Award a construction contract to All American Asphalt Inc., for construction of the Chapman Avenue Resurfacing Project in the amount of \$160,227.78; and

3) Reject all other bids received and authorize the return of the bid bonds; and

4) Authorize the City Administrator to approve contract change orders up to 10% of the Public Works Agreement amount of \$16,022.78, for a total construction contract not-to-exceed amount of \$176,250.56; and

5) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

(Approved 4-0, as recommended)

1.d. Approval of Plans and Specifications and Award of Contract for the Backs Community Center ADA (Americans with Disability Act) Improvement Project No. 2016-18

Fiscal Impact: Expense: \$269,350

Revenue: \$104,350 Community Development Block Grant Funds

\$165,000 Park In-Lieu Funds

No General Fund dollars will be used on this project

Recommended Action: It is recommended that the City Council:

1) Approve the plans and specifications prepared by BOA Architecture; and

2) Award a construction contract to St. George Groupe, Inc., for construction of the Backs Community Center ADA Improvement Project in the amount of \$194,450; and

3) Reject all other bids received and authorize the return of the bid bonds; and

4) Authorize the City Administrator to approve contract change orders up to \$4,190, for a total construction contract not-to-exceed amount of \$198,640; and

- 5) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney; and
- 6) Adopt Resolution No. R-2016-55, A Resolution of the City Council of the City of Placentia, California, authorizing a budget amendment in Fiscal Year 2016-17 increasing the appropriation budgets in the capital projects fund in the amount of \$115,000.00 in compliance with City Charter §§1206 and 1209 pertaining to appropriations for actual expenditures.

(Approved 4-0, as recommended)

2. PUBLIC HEARING: None

3. REGULAR AGENDA:

- 3.a. **Payment to Orange County Transportation Authority in the Amount of \$1,552,000 to Fulfill an Obligation Related to Cooperative Agreements C-9-0864 and C-9-0412 ("Payment") and Documentation of Said Payment Via An Interagency Short-Term Loan from the Sewer Maintenance Fund to the General Fund**

Fiscal Impact: Sewer Maintenance Fund Balance Transfer: \$1,552,000
General Fund Revenue: \$1,552,000

Recommended Action: It is recommended that the City Council:

- 1) Approve Resolution No. R-2016-56, A Resolution of the City Council of the City of Placentia, California, Authorizing a Budget Amendment in Fiscal Year 2016-17 in Compliance with City Charter of the City of Placentia §§1206 and 1209 Pertaining to Appropriations for Actual Expenditures; and
- 2) Approve Resolution No. R-2016-57, A Resolution of the City Council of the City of Placentia, California, Authorizing the Execution of a Loan and Repayment Agreement Between the City's Sewer Maintenance Fund and the City of Placentia General Fund; and
- 3) Approve the Short-Term Loan and Repayment Agreement and the Purchase Money Promissory Note between the City of Placentia Sewer Maintenance Fund and the City of Placentia General Fund and authorize the City Administrator to execute the necessary documents on behalf of the City, in a form approved by the City Attorney.

(Approved 4-0, as recommended, Yamaguchi absent)

Motion by Nelson, seconded by Wanke and carried a (4-0) vote to approve the recommended actions.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Councilmember Underhill stated that a result of the candidate's forum was the question on why the City doesn't look into shared police services and she would like an update.

Councilmember Wanke noted that there have been many discussions on the maintenance of city trees and he would like a comprehensive report on what the current law states and what it has been over the years.

TENTATIVE AGENDA FORECAST

The Tentative Agenda Forecast is subject to change up until the posting of the Agenda for the Council Meeting listed below:

- Participation in the California First and YGreene PACE Financing Programs
- Purchase of Dual Waste and Recycling Receptacles
- Cooperative Agreement with OCTA for the Measure M2 Project V Community Based Transit/Circulators Funding Program

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned at 7:57 p.m. to November 1, 2016 at 5:30 p.m.

JEREMY B. YAMAGUCHI,
MAYOR/AGENCY CHAIR

ATTEST:

PATRICK J. MELIA,
CITY CLERK/AGENCY SECRETARY



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: DIRECTOR OF PUBLIC WORKS
DATE: JULY 11, 2017
SUBJECT: **PROFESSIONAL SERVICES AGREEMENT WITH HF&H CONSULTANTS, LLC FOR AB 1826 NEGOTIATION OF COMMERCIAL ORGANICS SERVICES RATES**

FISCAL
IMPACT: EXPENSE: \$49,500
BUDGETED: \$49,500 FISCAL YEAR 2017-18 OPERATING BUDGET
(GENERAL FUND)

SUMMARY:

Assembly Bill (AB) 1826 was signed into law in October 2014. This legislation requires businesses that generate a specified amount of organic waste per week to arrange for recycling services for the waste. In addition, local agencies are required to implement a recycling program to divert organic waste from businesses subject to the law, as well as report to The California Department of Resources Recycling and Recovery (CalRecycle) on their progress in implementing an organic waste recycling program, also known as the Mandatory Commercial Recycling Program (the "MCR Program"). The City contracts with Republic Services, Inc. (Republic) to provide waste management services to residential and commercial customers. The City entered into an agreement with Republic in 2010, prior to the implementation of the MCR Program requirements. Thus, Staff is recommending HF&H Consultants, LLC (HF&H) to assist in negotiating specified commercial organic service rates with Republic to comply with the MCR Program.

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Approve a Professional Services Agreement with HF&H Consultants, Inc. for AB 1826 Negotiation of Commercial Organic Service Rates in the amount of \$49,500; and
2. Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

DISCUSSION:

The City is responsible for providing waste management services to the community, including the commercial businesses and multifamily housing affected by AB 1826, Mandatory Commercial Organic Recycling Program (MCR Program). Mandatory recycling of organic waste is the next step toward achieving the State's mandated recycling and greenhouse gas (GHG) emission goals.

1.d.
July 11, 2017

Organic waste such as green materials and food materials are recyclable through composting and mulching, and through anaerobic digestion, which can produce renewable energy and fuel.

The State requires mandatory commercial organics programs to be phased in between April 1, 2016 and January 1, 2020, depending on the amount of organics generated by customers. Additionally, the law contains a 2020 trigger that will increase the number of eligible businesses if waste reduction targets are not met. The implementation schedule, as set forth by CalRecycle is as follows:

- **January 1, 2016:** Local jurisdictions shall have an organic waste recycling program in place. Jurisdictions shall conduct outreach and education to inform businesses how to recycle organic waste in the jurisdiction, as well as monitoring to identify those not recycling and to notify them of the law and how to comply.
- **April 1, 2016:** Businesses that generate 8 cubic yards of organic waste per week shall arrange for organic waste recycling services.
- **January 1, 2017:** Businesses that generate 4 cubic yards of organic waste per week shall arrange for organic waste recycling services.
- **January 1, 2019:** Businesses that generate 4 cubic yards or more of commercial solid waste per week shall arrange for organic waste recycling services.
- **Summer/Fall 2021:** If CalRecycle determines that the statewide disposal of organic waste in 2020 has not been reduced by 50 percent of the level of disposal during 2014, the organic recycling requirements on businesses will expand to cover businesses that generate 2 cubic yards or more of commercial solid waste per week. Additionally, certain exemptions may no longer be available if this target is not met.

While the MCR Program has been in effect since 2016, only 14 cities in Orange County have developed and implemented an organics program. Twenty Orange County cities do not have an organics program and are currently negotiating rates with their respective waste hauler, several of which are using consulting services for said negotiations. The City Council Recycling Subcommittee and Republic representatives have held preliminary discussions regarding implementation of a proposed MCR Program. Republic has proposed a sector-wide increase of 6.41% to all existing commercial refuse rates in order to offer organics recycling services in the City. Republic's proposal would in effect spread the cost of providing an Organics Recycling Program across all commercial accounts in an effort to reduce the cost impact to those businesses that are impacted by this unfunded State Mandate. Alternatively, Republic has also proposed individual pricing for those businesses (restaurants, etc.) which have a larger portion of organics to recycle.

HF&H, is an industry leader and expert in providing assistance to Staff as it negotiates the rates associated with implementing an MCR Program within the City. Currently, HF&H is assisting cities of Fullerton, Brea and Garden Grove in negotiating AB 1826 MCR Program rates with Republic. Given their experience in previously negotiating rates with Republic, Staff has requested a proposal from HF&H to assist the City in negotiating MCR Program rates with Republic, and to comply with AB1826 on the City's behalf. Per the proposal, HF&H will assist the City in negotiating the terms and

costs (rate changes) of an amendment to its existing solid waste franchise agreement with Republic to implement the MCR Program.

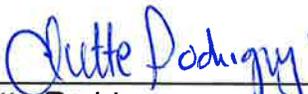
Specifically, HF&H's scope of work will include the following:

- Reviewing the City's franchise agreement with Republic regarding its proposed organics plans, including supporting cost information made available by the waste hauler
- Review relevant publicly available rate documentation from a sample of other Orange County cities that have contracted to provide commercial organics processing services
- Meeting with City Staff and Republic representatives to discuss proposed plans
- Request additional financial and/or operating data from Republic to confirm the reasonableness of their proposed organics rate increases
- Negotiating rates and terms for commercial organics services
- Preparing a draft amendment incorporating the results of the negotiations. The City Attorney will be responsible for finalizing the amendment consistent with City Standards.

FISCAL IMPACT:

The Fiscal Year 2017-18 General Fund Operating Budget includes \$49,500 for HF&H Consultant services. Sufficient funds exist for the recommended actions.

Prepared by:



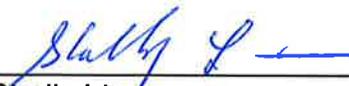
Ivette Rodriguez
Management Analyst

Reviewed and approved:



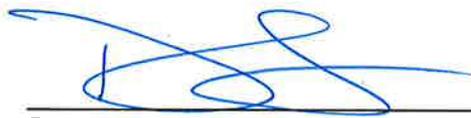
Luis Estevez
Director of Public Works

Reviewed and approved



Shally Lin
Interim Finance Director

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Professional Services Agreement with HF&H Consultants

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH HF&H CONSULTANTS, LLC.**

THIS AGREEMENT is made and entered into this 11th day of July, 2017 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and HF&H Consultants, LLC., a California corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to assist the City in negotiation of Commercial Organics Services Rates, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Scope of Services, attached hereto as Exhibit "A," and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Administrator or his or her designee. If the quality of work is not

satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant shall state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, marital status, national origin, or mental or physical disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have

access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed Forty Nine Thousand and Five Hundred Dollars (\$49,500).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. Such increase in additional fees shall be limited to 25% of the total contract sum or \$25,000 whichever is more. The City Engineer is authorized to approve a Change Order for such additional services.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time

extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 7 months, ending on February 11, 2018, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the

notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Broad-form commercial general liability, in a form at least as broad as ISO form #CG 00 01 11 88, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the Public Works Director/City Engineer the following signed certification:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the Public Works Director/City Engineer before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

Neither the CITY nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents,

employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."

- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Administrator or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall

mean the approval of the Project Manager.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

HF&H Consultants, LLC
19200 Von Karman Avenue, Suite 360
Irvine, CA 92612
Tel: (949)251-4817

Attn: Joseph Santos

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: (714) 993-8189

Attn: Ivette Rodriguez

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant brought against the City, its

elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness, or willful misconduct by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard

to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith

negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF PLACENTIA,
A municipal corporation

City Administrator

Date: _____

ATTEST:

City Clerk and ex-officio Clerk
of the City of Placentia

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

DEPARTMENTAL APPROVAL

Luis Estevez, Director of Public Works

Date: _____

EXHIBIT A
SCOPE OF SERVICES

HF&H CONSULTANTS, LLC

**Scope of Work and Fee Estimate to Assist the City of Placentia in
Negotiation of Commercial Organics Services Rates**

June 9, 2017

Background

The City of Placentia (City) contracts with Republic Services (Republic) for exclusive residential and commercial solid waste collection and recycling services. The existing Solid Waste Handling Services Agreement (Agreement) became effective July 20, 2010, and has a 20-year “evergreen” automatic clause that renews annually unless determined by the City.

The State of California enacted AB 1826 which requires mandatory commercial organics programs to be phased in between April 1, 2016 and January 1, 2020, depending on the amount of organics generated by the customer, as summarized below:

- Businesses with eight cubic-yards or more per week of organic material were to have a program in place by April 1, 2016.
- Businesses with four or more cubic-yards per week of organics are to have a program by January 1, 2017.
- Two years later, by January 1, 2019, businesses with four or more cubic-yards of solid waste must have an organics program.
- Additionally, if the State determines it has not met its statewide goal for organics recycling, then businesses with two or more cubic-yards per week of solid waste may be required to participate in an organics program in 2020.

Multi-family customers are not required to participate in food waste recycling programs; however, multi-family complexes with five or more dwelling units must divert green waste (landscaping material) through landscapers or the solid waste contractor.

City staff and Republic representatives have had preliminary discussions regarding a proposed commercial organics services program. Republic has proposed a sector-wide increase of 6.41% to all existing commercial refuse rates in order to offer organics services at the same rates as refuse service. Alternatively, Republic has also proposed “individual” pricing for organics at much higher rates for organic containers that does not require a refuse rate increase. City staff has requested HF&H Consultants to assist it in negotiating specific commercial organics services rates with Republic to comply with AB 1826.

Study Objective

The project objective is to assist the City to negotiate terms and costs of an amendment to its existing solid waste franchise agreement with Republic to incorporate new commercial organics programs to comply with AB 1826.

Study Tasks

The study tasks may include the following activities:

1. Reviewing the key legislative requirements of AB 1826.
2. Reviewing the City's franchise agreement with Republic and identifying potential key terms that would need to be updated as part of an organics amendment. This would likely include sections involving record keeping and/or reporting, customer outreach, collection services, processing requirements, and the customer rate schedule.
3. Reviewing material provided to the City by Republic regarding its proposed organics plans, including supporting cost information made available by the waste hauler.
4. Reviewing relevant publicly available rate documentation from a sample of other Orange County cities that have contracted to provide commercial organics processing services.
5. Meeting with City staff and/or Republic representatives to discuss proposed plans.
6. Requesting additional financial and/or operating data to confirm the reasonableness of the proposed organics rates.
7. Negotiating rates and terms for commercial organics services.
8. Preparing a draft amendment incorporating the results of the negotiations. The City Attorney will be responsible for finalizing the amendment consistent with City standards.

Documents and Data to be provided by the City

The City is responsible for gathering and providing to us at the start of the engagement:

- A copy of the existing solid waste agreement with Republic and all amendments.
- The current City-approved solid waste rate schedule, and the staff report and related computations supporting the most recent rate adjustment.
- Annual tonnage report for calendar years 2015 and 2016.
- A summary of the number of affected commercial customers with and without existing organics programs at the various tiers under AB 1826, including existing solid waste service levels (City may obtain this report from the waste hauler if the City does not already have it).
- Any material previously provided to the City by Republic regarding its proposed organics program.

Project Costs

We will perform the scope of work based on time and materials. The budget is \$49,500. Our actual costs could be lower or higher than this amount, depending on the number of negotiation sessions, complexity of the negotiation issues, level of cooperation and reasonableness of the waste hauler, and the completeness and accuracy of the requested supporting information provided by the waste hauler. We will bill you once per month based on the number of hours worked and expenses incurred. Payment is due within 30 days of invoicing.

Hourly rates for professional and administrative personnel through December 31, 2017, are listed below.

<u>Position</u>	<u>Rate</u>
President/Senior Vice President	\$275
Vice President	\$250
Senior Project Manager	\$235
Manager	\$205 - \$225
Senior Associate	\$185 - \$195
Associate Analyst	\$135 - \$165
Assistant Analyst	\$115 - \$125
Administrative Staff	\$95

Expenses will be billed as follows:

Mileage	Prevailing IRS mileage rate
Outside document reproduction/couriers/postage	Actual
Facsimile	No charge
Telephone	No charge
Public conveyances and parking	Actual

Project Schedule

We will initiate the project in June 2017, assuming timely receipt of a City purchase order or professional services agreement. The project schedule will depend on the timeliness of the waste hauler in providing requested data and documents, and the availability of City and waste hauler staff to participate in

negotiations. Based on our experience in prior projects, we estimate it could take approximately four to six months to complete the engagement.

EXHIBIT B
CERTIFICATES OF INSURANCE

BUSINESS LIABILITY COVERAGE FORM

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

BUSINESS LIABILITY COVERAGE FORM

Named Insured: HF&H Consultants, LLC
Policy Number: 57SBABH9155
Policy Term: 09/06/2016 to 09/06/2017

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

BUSINESS LIABILITY COVERAGE FORM

Named Insured: HF&H Consultants, LLC
Policy Number: 57SBABH9155
Policy Term: 09/06/2016 to 09/06/2017

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to 2.a. or 2.b above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

BUSINESS LIABILITY COVERAGE FORM

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

Policy Number: 57 WEC ZR5765

Endorsement Number:

Effective Date: 09/06/16 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: HF&H CONSULTANTS LLC

201 N CIVIC DR STE 230
WALNUT CREEK, CA 94596

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION
FROM WHOM YOU ARE REQUIRED
BY WRITTEN CONTRACT OR
AGREEMENT TO OBTAIN THIS
WAIVER OF RIGHTS FROM US.

AS REQUIRED BY WRITTEN
CONTRACT.

Countersigned by _____

Alvaro Sapiz

Authorized Representative



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: CHIEF OF POLICE

DATE: JULY 11, 2017

SUBJECT: **PURCHASE AND INSTALLATION OF NEW POLICE DEPARTMENT LOCKERS AND ALLOCATION OF ASSET FORFEITURE FUNDS**

FISCAL

IMPACT: ALLOCATION OF ASSET FORFEITURE FUNDS IN AN AMOUNT NOT-TO-EXCEED \$170,000 FOR THE PURCHASE OF NEW LOCKERS. NO GENERAL FUND DOLLARS WILL BE UTILIZED FOR THIS PROJECT.

SUMMARY:

State and Federal law allows law enforcement agencies to use proceeds from the seizure of criminal and illegal assets obtained from drug trafficking and/or other illicit activity for direct law enforcement services, equipment and training. Those law enforcement uses include, among other things, equipment for the operations of law enforcement activities, law enforcement facilities, training, supporting community policing activities, and the furtherance of criminal interdiction. This action will approve the transfer of funds from the Asset Forfeiture Revenue Account to the Asset Forfeiture Expenditure Account for the purchase of new lockers in the Police Department's men's locker room for all employee and volunteer personnel.

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Approve the purchase and installation of new lockers for the Police Department from McMurray Stern in an amount not-to-exceed \$170,000; and
2. Authorize the City Administrator and/or his designee to execute all necessary documents in a form approved by the City Attorney.

DISCUSSION:

The Police Department and City Hall were constructed in October 1974. Although many upgrades have been implemented within the Police Department since it was first opened, the lockers within the men's locker room are the original lockers and over forty-five (45) years old. Due to age and continual use, many of the lockers are in disrepair and do not close or lock as

1.e.

July 11, 2017

they were intended years ago. Additionally, these lockers cannot be repaired as easily because of the outdated style and required parts needed to fix them.

The Police Department has consulted with a representative from McMurray Stern in planning an updated locker design and configuration that will replace the existing lockers and create additional space to accommodate both full and part-time Staff with the ability to store assigned equipment, uniforms and personal items. The attached diagram depicts the style, size, and configuration proposed for multiple lockers and increased space. Currently, there are eighty-six (86) full-size lockers available for use and the new design will provide a total of eight-seven (87) personal storage lockers which will provide one hundred (100) locker openings.

McMurray Stern is a CMAS (California Multiple Award Schedules) approved vendor. CMAS offer a wide variety of commodities, non-IT Services, and information technology products and services at prices which have been assessed to be fair, reasonable and competitive. The use of these contracts is optional and is available to California State and Local Government agencies. The City's Purchasing Policy No. 430 permits the use of CMAS. The attached McMurray Stern quote is for the removal of existing lockers, purchase and installation of three (3) different styles of lockers to replace the current lockers within the Police Department's locker room.

ASSET FORFEITURE FUNDS

State and federal laws only permit law enforcement agencies to use these Asset Forfeiture funds for direct law enforcement purposes and for programs that will enhance future investigations or support additional law enforcement measures against criminal acts, drug trafficking and other narcotic related offenses. Other permissible uses include the costs associated with the purchase, lease, construction, or improvements of law enforcement facilities. The purchase of this equipment and services is specifically permissible under Asset Forfeiture guidelines and will enhance the future accommodations of the Police Department for its' employees.

FISCAL IMPACT:

The cost for the removal of existing lockers and purchase and installation of new equipment is for an amount not-to-exceed \$170,000.00 which is an existing project approved within the Capital Improvement Program Budget for Fiscal Year 2017-18. Since all of the equipment is being funded with Asset Forfeiture funds, no General Funds will be used for this project.

Prepared by:

Reviewed and approved:



Richard Pascarella
Deputy Chief of Police



Darin Lenyi
Chief of Police

Reviewed and approved:

Shally Linn
Interim Finance Director

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. McMurray Stern proposal
2. Police Department Locker Room design

June 26, 2017

Richard Pascarella, Deputy Chief
Placentia Police Department
401 E. Chapman Avenue
Placentia, CA 92870

RE: Revised Proposal #21425 - Men's Locker Rooms

General Requirements

McMurray Stern is to provide design, layout, and pricing for the implementation of powered lockers within the Placentia Police Department Men's Locker Room.

System Description

Placentia Police Department Men's Locker Room Lockers. McMurray Stern is to provide a total of 87 Personal Storage Lockers which provide a total of 100 locker openings. Lockers to be provided as:

- **Elevation 'A'** is a double tier locker with outside dimensions of: 18"W x 24"D x 92"H (84"H locker + 8" sloped top). A total of (13) of this type are to be implemented, which provides a total of (26) locker openings/tiers. Each 'A' locker opening is configured with:
 - One top shelf with integrated hangar louvers
 - One bottom shelf
 - One GFI electrical receptacle
 - Continuous power from locker to locker
- **Elevation 'B'** is a single tier locker with outside dimensions of: 18"W x 24"D x 92"H (84"H locker + 8" sloped top). A total of (56) of this type are to be implemented, which provides a total of (56) locker openings/tiers. Each 'B' locker opening is configured with:
 - One top shelf with integrated hangar louvers
 - One perforated shelf
 - One bottom shelf
 - One GFI electrical receptacle
 - Continuous power from locker to locker
- **Elevation 'C'** is a single tier locker with outside dimensions of: 18"W x 24"D x 92"H (84"H locker + 8" sloped top). A total of (17) of this type are to be implemented, which provides a total of (17) locker openings/tiers. Each 'C' locker opening is configured with:
 - One top shelf with integrated hangar louvers
 - One bottom shelf
 - One Retractable Bench
 - One Base Drawer
 - One GFI electrical receptacle
 - Continuous power from locker to locker
- **Elevation 'C1'** is a single tier locker with outside dimensions of: 12"W x 24"D x 92"H (84"H locker + 8" sloped top). A total of (1) of this type are to be implemented, which provides a total of (1) locker openings/tiers. Each 'C1' locker opening is configured with:
 - One top shelf with integrated hangar louvers
 - One bottom shelf
 - One Retractable Bench (share with adjacent locker)
 - One Base Drawer
 - One GFI electrical receptacle
 - Continuous power from locker to locker

CMAS Pricing

Lockers per description above and per drawing dated 12/08/11, with revision date 06/14/17.

CMAS Lump sum price including installation and freight:	\$154,985.00
Sales Tax @ 8.0%:	12,398.80
Total:	\$167,383.80

CMAS Terms

1. CMAS contract #CMAS-4-14-71-0021F, effective January 17, 2014 through February 28, 2019 and based upon GSA schedule #GS-28F-006BA. CMAS price is inclusive of material/equipment, freight, Union installation.
2. Sales tax to be added to final invoice.
3. Standard colors need to be selected.
4. Pricing and terms are effective for 30 days.
5. Manufacturer lead time as of 6/26/17 is 9 to 11 weeks after receipt of order.
6. Locker, installation to be performed Monday – Friday, hours to be determined.
7. Lockers are to be placed on existing concrete bases. No Z-Base provided in this revised proposal.
8. Price includes the removal of the existing lockers located within the existing Men's locker room. Lockers must be empty prior to the arrival of McMurray Stern installation team.
9. Prices do not include: Structural calculations; Permits; Prevailing wage labor.
10. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

Deputy Chief Pascarella, please call me at (714) 856-1928 should you have any questions regarding the above information.

Sincerely,



Laura Borda
Senior Design Consultant

TERMS AND CONDITIONS

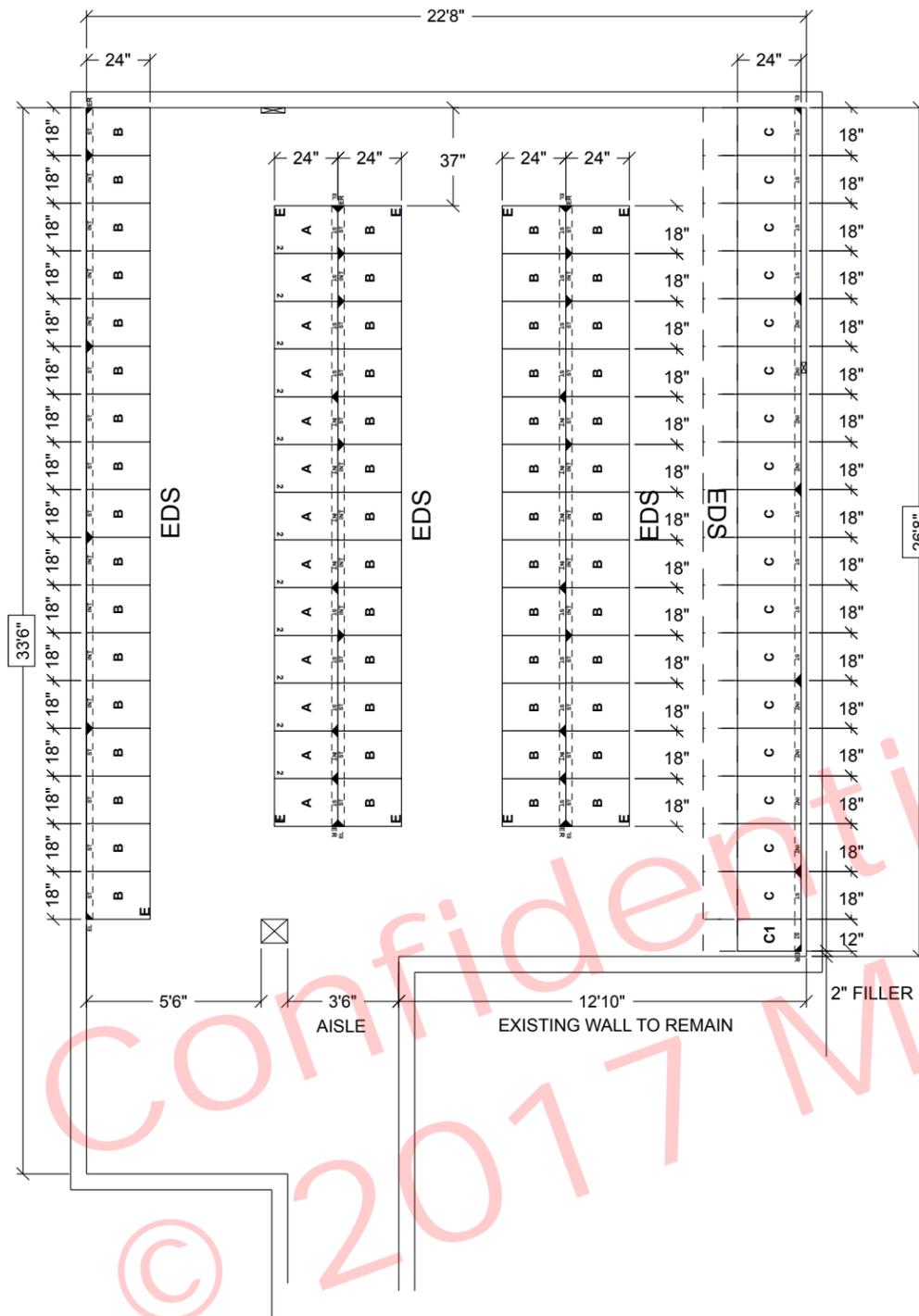
1. **GENERAL:** These terms and conditions shall apply to sales from McMurray Stern to Buyer and to any quotation by McMurray Stern for sales. These terms and conditions shall not be superseded by any terms and conditions in Buyer's order except as otherwise specifically agreed in writing executed by all parties to this agreement. The paragraph headings contained herein are for purposes of reference only and are not to be considered in the interpretation of any clauses contained herein. This agreement may be executed in counterpart and a copy of this agreement shall be as binding as is the original.
2. **ENGINEERING DATA:** The proposal drawings and/or specifications of any quotation are confidential engineering data, and represent McMurray Stern's investment in engineering skill and development, and remain the property of McMurray Stern. Such are submitted with the understanding that the information will not be disclosed or used in any manner detrimental to McMurray Stern. All specifications and dimensions of proposal drawings are approximate, and are subject to changes during detailed engineering.
3. **DELIVERY:** Installation or delivery date is approximate. McMurray Stern shall not be liable for delays in or failures of delivery due to changes requested by Buyer, or causes beyond its control. If shipment is delayed at the request of Buyer, payment shall be made by Buyer as though shipment had been made as specified and for any expenses incurred by McMurray Stern due to Buyer's request in delaying shipment.
4. **SPECIALS:** Special items not considered as standard inventory by McMurray Stern and/or manufactured by McMurray Stern to Buyer's specifications or job requirements, will become the sole property of the Buyer and will not be accepted for return.
5. **INSURANCE:** McMurray Stern's employees who enter Buyer's premises will have Workmen's Compensation coverage in statutory limits and McMurray Stern's automobiles will be covered by Public Liability and Property Damage Insurance.
6. **CANCELLATION:** On all canceled orders, Buyer shall compensate McMurray Stern for its performance, commitments and damage as follows; Buyer shall pay McMurray Stern a cancellation fee not to exceed the original purchase price.
7. **CONSTRUCTION AREA:** Buyer shall provide McMurray Stern with a free and clear construction site. Buyer shall remove all material and/or construction from the area. Buyer will furnish McMurray-Stern with adequate electrical power to efficiently operate the power tools required for the installation.
8. **UNLOADING, SPOTTING AND STORAGE:** Buyer shall provide McMurray Stern with adequate unloading facilities, and sufficient access to same to insure McMurray Stern's efficient unloading procedure. Adequate aisles shall be provided by the Buyer to provide efficient handling of the materials from the unloading of storage area to construction site.
9. **STORAGE:** If product is stored for more than 30 days at McMurray Stern, Inc. due to delays in delivery caused by buyer, McMurray Stern, Inc. will charge buyer at the rate of 1% of buyer's invoice per month pro-rated daily.
10. **COMMENCEMENT OF INSTALLATION AT JOB SITE:** McMurray Stern will not be obligated to commence work at job site until receipt of written notice from Buyer that Buyer's building is ready for use and necessary utilities and equipment are supplied thereto.
11. **CHANGES IN WORK:** Should the Buyer order changes or additions to the work, such orders and adjustments shall be made in writing to McMurray Stern. The contract price shall be adjusted according to the changes in the work specified.
12. **COMPLETION:** Installation shall be deemed completed upon acceptance or use of any equipment by Buyer.
13. **FLOORS:** Buyer is responsible for the load bearing capacity of the floor upon which the proposed installation shall be constructed. If McMurray Stern is not the contractor for the installation of the floor covering, Buyer's floor covering contractor is responsible for coordinating floor-covering installation after McMurray Stern installs system rail and floor.
14. **SURVEYS, PERMITS AND REGULATIONS:** Buyer shall procure and pay for all permits and/or inspections required by any governmental authority for any part of the work performed by McMurray Stern, except as otherwise stated.
15. **TESTING:** All material and equipment for testing the installation shall be provided at Buyer's expense. At the time when McMurray Stern states to the Buyer that the work is complete, the Buyer will inspect the work and if the work is in conformity with the terms and provisions of the proposal, the Buyer shall accept the same and deliver to McMurray Stern a signed statement of acceptance. If the Buyer declines to sign such a statement, then the Buyer shall immediately inform McMurray Stern in writing of the reasons for such declination. If the Buyer fails to so notify McMurray Stern of if the Buyer fails to make such inspection the work shall be conclusively deemed to have been accepted by the Buyer.
16. **OVERTIME:** This agreement is based on normal eight hour working day and no provisions have been made for overtime or shift premium pay.
17. **BINDING ARBITRATION:** Any controversy arising out of payment under this agreement or performance of the obligations set forth in this agreement or any controversy regarding the interpretation of this contract or any subcontract or sub-subcontract shall be resolved by way of binding arbitration except as provided by California Law for judicial review of arbitration proceedings. Owner, contractor, and all subcontractors and sub-subcontractors are bound, each to the other, by this arbitration clause, provided such party has signed this contract or has signed another contract which incorporates this contract by reference, or signs any other agreement to be bound by this arbitration clause. The binding arbitration shall be in accordance with the applicable rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed under those rules. Any dispute arising out of this agreement shall be determined under the laws of the State of California and shall be venued in the County of Los Angeles. Should any party refuse or neglect to appear or participate, in good faith, in the arbitration proceedings, the arbitrator is empowered to decide the controversy in accordance with whatever evidence is presented. The arbitrator is authorized to award any party or parties such sums as he shall deem proper for the time, expense and trouble of arbitration. This clause shall not apply to (a) any dispute which is not permitted by California Law to be resolved by way of binding arbitration, (b) a judicial or non-judicial foreclosure or other proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code section 2985, (c) the filing or enforcement of a mechanic's lien or (d) any matter that is within the jurisdiction of the probate or small claims court. If any party commences a court action as to any dispute covered by this clause then at the option of the arbitrator or judge that party shall not be entitled to recover attorneys fees even if that party may otherwise have been entitled under this agreement. The filing of a court action to enable the recording of a notice of pending action for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of this clause.
18. **ATTORNEYS FEES:** In the event that any legal action including binding arbitration as set forth in paragraph 17 herein is initiated regarding the breach of any terms or conditions of this agreement, the prevailing party shall be entitled to receive in addition to any actual damages suffered, their costs and attorney's fees incurred.

Please note critical dimensions. McMurray-Stern is not responsible for deviations from critical dimensions shown. Customer and/or contractor to adhere to critical dimensions. All dimensions within DIM symbol are critical Dimensions.

15511 Carmenita Road
Santa Fe Springs, CA. 90670
phone (562) 623-3000
fax (562) 623-3039
www.mcmurraystern.com

These drawings and design concepts are the property and copyright of McMurray-Stern and shall not be copied, used or reproduced in whole or in part except by written and compensated agreement with McMurray-Stern.

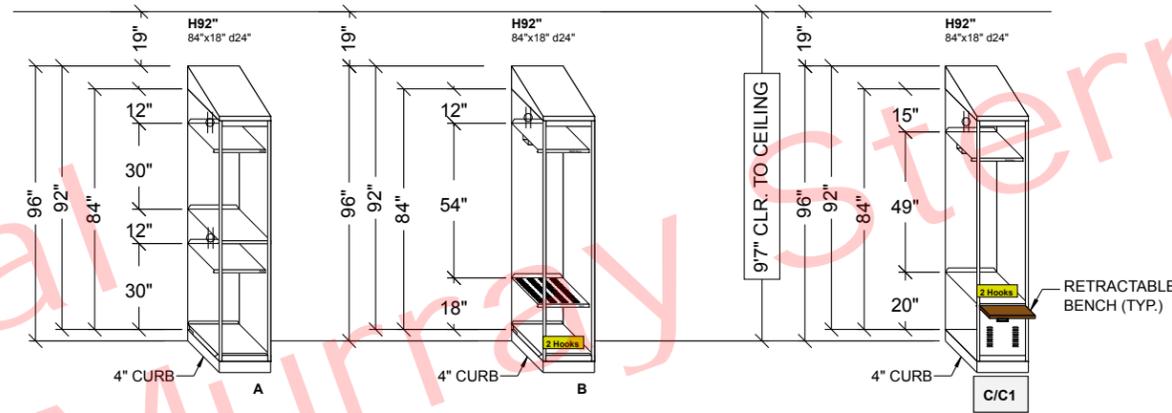
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Items not assigned to a Position	
Actual LFI	0"
Nominal LFI	0"
Actual LFF	0'0"
Nominal LFF	0'0"
<input checked="" type="checkbox"/> Include Existing	



**PRELIMINARY - PLAN VIEW
MEN'S LOCKER ROOM
OPTION 1**

X = METAL BACK PANEL

NOTE: ALL ROOM DIMENSIONS MUST BE FIELD VERIFIED.



PRELIMINARY - ELEVATIONS

General Notes:

- McMurray - Stern, agrees to install in a free and clear area as defined on approved drawings. Adequate unloading facilities with unlimited access to the installation area. Building elevator and unloading dock shall be provided by customer.
- All systems and/or shelving sold by McMurray-Stern require the use of anchors by pre-drilling into the existing floor. It is the users responsibility to supply a copy of this drawing to whomever takes responsibility for the building and any wiring, plumbing, etc. which could possibly be damaged by this process. Any information pertaining to such concerns must be provided to McMurray-Stern prior to the start of work. Contact your Design Consultant in regards to any questions which may arise.
- Owner/General Contractor is responsible for coordinating floor covering installation after McMurray-Stern installs system rail & floor.
- Surveys, permits, and regulations: Buyer shall procure and pay for all permits and/or inspections required by any governmental authority for any part of the work performed by McMurray-Stern, except as otherwise stated.
- Testing: All material and equipment for testing the installation or anchors shall be provided at the buyers expense.
- Floor construction: Slab on grade
- Shelving type: - Color: -
- Due to individual customer preferences and requirements, if adjustable dividers are ordered, they will be supplied in bulk and installed on shelves by end user.
- Client is responsible for the load bearing capacity of the floor upon which the proposed installation shall be constructed. A floor loading evaluation by a licensed structural engineer can be provided for an additional fee.
- (If Applicable) OSHPD Pre-Approval (OPA) Anchorage Specifications are preliminary, pending the site specific calcs from the engineer.

Placentia, City of
Placentia Police Dept.
401 E. Chapman Avenue
Placentia, CA 92870

Date: 12/08/11 Drawn By: EG
Project No: 21425 Job No: xxxxxx
Consultant: L. BORDA

Date:	Revision	By	No.
09/16/13	LAYOUTS REVISED	EG	1
05/22/14	rem Z bases & 8 lockers from men's	M	2
06/02/14	Add retract. benches Men's Lkr. Rm.	PG	3
06/14/17	Rem. VIP Locker Rm	JG	4
00/00/00	-	-	-
00/00/00	-	-	-

Scale: 3/16" = 1'-0"

Sheet:

1 of 1



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

FROM: CITY ADMINISTRATOR

DATE: JULY 11, 2017

SUBJECT: **RESOLUTION APPROVING AMENDMENT NO. 1 TO THE DESIGN-BUILD-OPERATE-MAINTAIN AGREEMENT FOR FREEWAY-ORIENTED CITY ENTRY/DISPLAY SIGN AND ADOPTION OF AN INITIAL STUDY/MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM THEREFOR**

FISCAL

IMPACT: GENERAL FUND REVENUE: \$150,000 ANNUAL MINIMUM

SUMMARY:

This action will approve a resolution approving Amendment No. 1 to the Design-Build-Operate-Maintain Agreement (DBOM Agreement) for one (1) Freeway-Oriented City Entry/Display Sign with digital/static display capabilities and adopting an Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program.

RECOMMENDATION:

It is recommended that the City Council take the following action:

1. Adopt a Resolution of the City Council of the City of Placentia, California approving Amendment No. 1 to the Design, Build, Operate and Maintain Agreement between the City of Placentia and Lamar Central Outdoor, LLC for the construction and operation of one (1) Freeway-Oriented Entry Sign and Adopting an Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program, Prepared in Accordance with the California Environmental Quality Act.

DISCUSSION:

The greater Los Angeles/Orange County metropolitan marketplace is a major market for commerce. The City of Placentia's economic strength is derived from its location in this marketplace. The 57 Freeway spans across these two (2) counties and represents a critical corridor for successful corporations to establish their brand and recognition. Placentia has the opportunity to capitalize on the fact that it hosts a portion of the 57 Freeway within its corporate limits. To that end, the City needs to capture its ability to market that exposure for the diversification of its municipal revenues.

1.f.

July 11, 2017

Planning Commission Review

On July 11, 2017, the Planning Commission will be evaluating the addition of a freeway-oriented entry sign with digital/static display capabilities, generally located south of West La Jolla Street between SR-57 and Melrose Street to the City's Capital Improvement Program (CIP). The Planning Commission will be making certain findings with respect to the consistency of the proposed installation of the sign with the City of Placentia General Plan pursuant to California Government Code § 65402.

Compliance with California Environmental Quality Act (CEQA)

An Initial Study/Mitigated Negative Declaration ("IS/MND" – see Exhibit C) was prepared for the proposed project in accordance with the requirements of the California Environmental Quality Act (California Public Resources Code § 21100, *et seq.*), the State CEQA Guidelines (California Code of Regulations, Title 14, Chapter 3, § 15000, *et seq.*) and the City of Placentia Environmental Impact Report Guidelines. The IS/MND evaluates the potential environmental impacts that the project may have on the environment and concludes that the identified mitigation measures would reduce potential impacts to a level that is less than significant (see Exhibit D - Mitigation Monitoring and Reporting Program).

A Notice of Intent to Adopt a Mitigated Negative Declaration (MND) was posted at the Orange County Clerk-Recorder, the State Clearinghouse (State Clearinghouse #2017051077), as well as City Hall in compliance with CEQA Guidelines § 15072. The public review period for the IS/MND extended from May 30, 2017 to June 29, 2017. At the time this report was prepared, the only comments received regarding the IS/MND are from the Native American Heritage Commission and Caltrans (Exhibit F), and responses to those comments are detailed in Exhibit G.

FISCAL IMPACT:

A number of municipalities have come to recognize that advertising revenue can be an important funding source for municipal operations and to augment traditional sources of revenue. Placentia has limited opportunities to increase existing revenues and cultivating new sources of revenue is therefore of particular importance. Diversification of its revenue sources also adds to the City's fiscal stability and is consistent with the Citizens Fiscal Sustainability Task Force's recommendations presented to the City Council in May of 2015.

The proposed sign will generate One Hundred and Twenty-Five Thousand Dollars (\$125,000.00) per year for the "Changeable Message Digital Display" panel erected and Twenty-Five Thousand Dollars (\$25,000.00) per year for the "Static Message Display" erected for a total of \$150,000 annually in General Fund revenue to the City ("Base Compensation"). Additional revenue may be provided to the City if the Base Compensation is less than twenty-five percent (25%) of the advertising company's total annual net revenue.

Prepared by:



Jeannette Ortega
Economic Development Manager

Reviewed and approved:



Joseph M. Lambert
Director of Development Services

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

- Attachment 1: Resolution Adopting Amended DBOM and Mitigated Negative Declaration
 - Exhibit A: Amendment No. 1 to the Design, Build, Operate, and Maintain Agreement
 - Exhibit B: Design, Build, Operate, and Maintain Agreement
 - Exhibit C: Initial Study/Mitigated Negative Declaration
 - Exhibit D: Mitigation Monitoring and Reporting Program
 - Exhibit E: Notice of Intent to Adopt a Mitigated Negative Declaration
 - Exhibit F: Comments Received
 - Exhibit G: Response to Comments

RESOLUTION NO. R-2017-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO THE DESIGN, BUILD OPERATE AND MAINTAIN AGREEMENT BETWEEN THE CITY OF PLACENTIA AND LAMAR CENTRAL OUTDOOR, LLC FOR THE CONSTRUCTION AND OPERATION OF ONE (1) FREEWAY-ORIENTED ENTRY SIGN AND ADOPTING AN INITIAL STUDY/MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING AND REPORTING PROGRAM, PREPARED IN ACCORDANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

A. Recitals.

(i). City of Placentia desires to construct freeway-oriented entry/monument sign for City identification purposes, to promote City businesses and generate additional revenue to diversity municipal revenues.

(ii). City Charter § 608 and § 1.18.130 of the City of Placentia Municipal Code permit the use of a design build method of construction, whereby the City enters into a single contract with a developer contractor for the design and construction of a public facility. This procedure may be used when it is anticipated that the method will reduce project cost, expedite project completion, enable use of public/private partnership forms of project finance, and/or create certainty for total project expense.

(iii). The City entered into a Design, Build, Operate and Maintain Agreement ("DBOM") with Lamar Central Outdoor, LLC on October 6, 2015. A copy of the fully executed DBOM Agreement is attached hereto as Exhibit "B" and incorporated by reference.

(iv). The City Administrator of the City of Placentia caused to be prepared an Initial Study and a Mitigated Negative Declaration for Amendment No. 1 to the Design-Build-Operate-Maintain Agreement for one freeway-oriented sign with digital/static display capabilities in accordance with the requirements of the California Environmental Quality Act of 1970, as amended ("CEQA"), and state and local guidelines implementing CEQA, which is attached hereto as Exhibit "A" and incorporated herein by reference.

(v). The Initial Study/Mitigated Negative Declaration has concluded that implementation of the Project could potentially result in certain significant effects on the environment, but that identified mitigation measures would reduce the significant effects to a less-than-significant level.

(vi). In connection with the approval of a project involving the preparation of an initial study/mitigated negative declaration that identifies one or more potential significant environmental effects, CEQA requires the decision-making body of the lead agency to incorporate feasible mitigation measures that would reduce those significant environment effects to a less-than-significant level.

(vii). Pursuant to the requirements of CEQA, the Initial Study/Mitigated Negative Declaration (Exhibit "C") was released for a thirty (30)day public review period between May 30, 2017, and June 29, 2017.

(viii). A Mitigation Monitoring and Reporting Program (MMRP) has been prepared and attached hereto as Exhibit "D" and incorporated herein by reference.

(ix). The City of Placentia is the lead agency on the Project, and the City Council is the decision-making body for the proposed Project.

(x). The City Council has reviewed and considered the Initial Study/Mitigated Negative Declaration and related Mitigation Monitoring and Reporting Program for the Project and the information contained therein and all written and oral comments submitted with regard thereto and intends to condition project implementation with said mitigation measures to ensure compliance with CEQA and state guidelines implementing CEQA.

(xi). The Project will not individually or cumulatively have an adverse effect on wildlife resources, as defined in § 711.2 of the California Department of Fish and Game Code.

(xii). All legal prerequisites to the approval of this Resolution have occurred.

B. Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. In all respects as set forth in the Recitals, Part A, of this Resolution.

2. Approval of Amendment No. 1 to the Design Build Operate and Maintain Agreement.

A. The City Council does hereby approve Amendment No. 1 to the DBOM Agreement between the City of Placentia and Lamar Central Outdoor, LLC as attached hereto as Exhibit "A". In approving the Agreement, the City Council hereby makes the following findings on the basis of the evidence presented and the whole of the record before it:

(i). Amendment NO. 1 to the DBOM Agreement is consistent with City Charter § 608, and the City Municipal Code. The DBOM Agreement represents a design-build approach to a public works project specifically authorized by § 608 of the City Charter. The City Council also hereby finds that Amendment NO. 1 to the DBOM Agreement is consistent with the design-build provisions of Municipal Code § 1.18.130 in that the process will reduce project cost, expedite project completion, utilize creative public/private partnership financing and create certainty for a total project expense.

(ii). Amendment NO. 1 to the DBOM Agreement is consistent with the City's General Plan. Pertinent provisions of the City's General Plan do not prohibit the development of new outdoor advertising displays but guide the City to minimize the use the signs and billboards along arterial highways to ensure adequate visibility of necessary traffic and informational sign. (Circulation Element Policy 7) The sign to be developed pursuant to the DBOM Agreement are freeway-oriented City entry/monument signs specifically designed to take advantage of underutilized City-owned property located adjacent to State Route 57 to provide enhanced visibility and recognition for the City and to promote City businesses. The new City entry/monument sign will comply with all state and federal regulations regarding lighting, and message visibility designed to minimize potential impacts to passing motorists and sensitive receptors located in proximity to the sites, as well as the community in general. Therefore, the DBOM Agreement is consistent with the City's General Plan.

(iii). Development of sign pursuant to the DBOM Agreement will not result in adverse impacts to health, safety and general welfare of the residences in the City of Placentia or passing motorists along State Route 57.

B. Adoption of Mitigated Negative Declaration.

(i). The City Council has independently reviewed and independently considered the Initial Study/Mitigated Negative Declaration and other information in the record, including written and oral comments presented to the City Council.

(ii). The Initial Study/Mitigated Negative Declaration prepared for the Project has been completed and circulated in compliance with CEQA and is consistent with state guidelines implementing CEQA.

(iii). There is no substantial evidence that the Project, as mitigated, will have a significant effect on the environment.

(iv). The Mitigation Monitoring and Reporting Program ("MMRP"), a copy of which is attached hereto as Exhibit "D" and incorporated herein, will assure compliance with the mitigation measures during Project implementation.

(v). The Initial Study/Mitigated Negative Declaration represents the independent judgment and analysis of the City as lead agency for the Project.

3. The City Council does hereby approve and adopt the Freeway-Oriented City Entry/Display Sign Initial Study/Mitigated Negative Declaration, dated May 2017, and the associated MMRP, attached hereto as Exhibits "C" and "D", respectively, and incorporated herein by this reference.

4. The City Council designates the City Clerk of the City of Placentia, California 92870, as the custodian of documents and records of proceedings on which this decision is based.

5. PASSED, ADOPTED and approved this 11th day of July, 2017.

CRAIG S. GREEN,
MAYOR

ATTEST:

PATRICK J. MELIA,
CITY CLERK

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, PATRICK J. MELIA, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia, held on the 11th day of July, 2017, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

PATRICK J. MELIA,
CITY CLERK

APPROVED AS TO FORM:

CHRISTIAN BETTENHAUSEN,
CITY ATTORNEY

AMENDMENT NO. 1 TO DESIGN, BUILD, OPERATE AND MAINTAIN AGREEMENT

between

CITY OF PLACENTIA, CALIFORNIA
a Charter City and municipal corporation

and

LAMAR CENTRAL OUTDOOR, L.L.C.
a Delaware Limited Liability Company,
DBA Lamar Advertising of Los Angeles

July 11, 2017

For the Placentia Message Center/Advertising Projects

AMENDMENT NO. 1 TO DESIGN, BUILD, OPERATE AND MAINTAIN AGREEMENT

This AMENDMENT NO. 1 TO DESIGN, BUILD, OPERATE AND MAINTAIN AGREEMENT ("Amendment No. 1") is made and entered into this day 11th of July 2017, by and between the CITY OF PLACENTIA, a Charter City and municipal corporation organized and existing under the law of the State of California ("City") and LAMAR CENTRAL OUTDOOR, L.L.C., a Delaware Limited Liability Company, dba Lamar Advertising of Los Angeles ("Company") for a public works project that has been commonly referred to as the "Placentia Message Center/Advertising Projects" ("Project"). City and Company are sometimes referred to herein individually as "Party" and collectively as "Parties."

I. RECITALS

WHEREAS, on or about October 6, 2015, City and Company entered into a Design Build Operate and Maintain Agreement ("Agreement"), pursuant to Resolution No. R-2015-58 adopted by the City Council that same date; and

WHEREAS, at the time when Resolution No. R-2015-58 was adopted, the City, for purposes of the Project, desired to construct multiple freeway oriented entry/monument signs for City identification purposes, to promote City business, and to generate additional revenue to diversify municipal revenue; and

WHEREAS, pursuant to the Agreement, Company, on behalf of the City, constructed, and now operates, two (2) freeway-oriented City-Entry Signs on City-owned property. The two City-Entry Signs have provided valuable exposure to the City and City businesses while providing much needed revenue to the City; and

WHEREAS, the City now desires to construct a third City-Entry Sign on City-owned property along the 57 Freeway near the La Jolla Street overpass ("Site") (La Jolla Site Structure"); and

WHEREAS, Section 608 of the City Charter authorizes the use of design-build and construction manager at-risk approaches to public works, consistent with City Council adopted ordinances, in cases where the City Council finds such processes will reduce project cost, expedite project completion, and/or provide unique design features; and

WHEREAS, Section 1.18.130 of the City Municipal Code implements the provisions of Section 608 of the City Charter and provides an alternative public works construction project procurement procedure instead of the standard competitive bidding process otherwise required; and

WHEREAS, City desires to award the contract for the construction of La Jolla Site Structure to Company without competitive bidding because the City has determined that awarding the contract to Company will reduce project costs, expedite completion, and provide unique design features for the La Jolla Site Structure in accordance with the City Charter and the Municipal Code;

WHEREAS, City and Company now wish to amend the Agreement to add a scope of work for the La Jolla Site Structure and other related and/or different and/or modified terms as required by the City; and

WHEREAS, all legal prerequisites to the making of this Amendment No. 1 have occurred.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and all the recitals that are incorporated herein by this reference, the Parties hereby agree to amend the Agreement as follows:

SECTION 1. The following definitions shall be added to or added in place of existing definitions in Article I. "Definitions":

Effective Date of the Agreement means the date ninety (90) days from City Council approval of the Agreement; and for Amendment No. 1 is the date that is the first day following approval of Amendment No. 1 by the City Council

Project is that which is described in Appendix I, as amended.

Site means the two (2) Sites set forth in the Recitals of the Agreement and the one (1) Site set forth in the Recitals of Amendment No. 1.

SECTION 2. The following paragraph is added to Appendix I to the Agreement:

The Project also includes the construction and ongoing operation and maintenance of a third double-sided freeway-oriented entry sign with digital/static display capabilities on City-owned property located at 1031 W. La Jolla Street. A "V" shaped sign with two faces approximately 18 ft. high by 48 ft. wide with an overall structure height of not more than approximately 50 ft. above grade as measured at the La Jolla Street property line is proposed. The sign would be supported by a single steel column approximately 4 ft. in diameter placed on a concrete footing approximately 35 ft. deep. Each sign face would include lettering reading "City of Placentia." The south-facing sign face would display changeable advertising messages using digital light emitting diode (LED) technology and the north-facing sign face would utilize a conventional, non-digital static display.

SECTION 3. The following paragraph is added to Section 1.11:

1.11.9 If the Company maintains higher limits or has broader coverage than the minimums shown above, the City requires and shall be entitled to all coverage, and to the higher limits maintained by the Company. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

SECTION 4. The sixth paragraph of Section 11.2 is replaced with the following paragraph:

In the event a third party challenges the Agreement and/or Project and/or governmental approvals obtained in connection therewith for any reason and in any manner or, otherwise, files a lawsuit related to the Agreement and/or Project and/or governmental approvals (including, but not limited to, approval of CEQA documents), Company shall defend, indemnify and hold harmless City at Company's sole cost and expense. Subject to §11.3 below, any such challenge and/or lawsuit related to this Agreement and/or Project and/or governmental approvals shall not hinder, delay or stop the development, processing or construction of the Project unless the third party obtains a court order preventing the activity and posts adequate security as required by law. City shall not stipulate to the issuance of any such order and Company, subject to its obligations herein, shall oppose a request to the court for such order on behalf of the City, if the City so determines that an opposition is the preferred course of legal action. If this Agreement, the Project, and/or governmental approvals obtained in connection therewith are adjudicated or determined to be invalid or unenforceable, City agrees, subject to City's lawful discretion and all other legal requirements, to consider all modifications to this Agreement which are necessary or required to render it valid and enforceable to the extent permitted by applicable law on the condition that Company shall reimburse City for all costs and expenses related thereto, including also, attorneys' fees and costs.

SECTION 5. The following paragraph is added to Section 12.2 as follows:

Section 12.2.3. If the Agreement, including this Amendment No. 1, is terminated by the City in whole or in part, for cause or by default (including Company's failure to meet the Schedule of Work deadlines and cure period) then the Company hereby acknowledges and agrees that the City may proceed with the La Jolla Site Structure by entering into an agreement with another company to complete construction and to maintain and operate the La Jolla Site Structure. In the event the City elects this remedy as it relates to the La Jolla Site Structure only, then the Company forfeits compensation for the Fair Market Value for the Existing Improvements and the related Construction Documents. A true and correct copy of the Schedule of Work for the La Jolla Site Structure, as may be amended by agreement of the parties, is attached hereto as Appendix II.

SECTION 6. The following Section 17.22 is added to the Agreement as follows:

Public works contracts entered into between January 1, 2017 and January 1, 2020 must incorporate the newly enacted contractor claims procedures that are set forth in Public Contract Code Section 9204 ("Section 9204"). Section 9204 requires these claim procedures, or a summary thereof, to be set forth in the Agreement or in the plans and specifications for the project, and sets the interest rate on unpaid claims at 7%.

SUMMARY OF PUBLIC CONTRACT CODE § 9204

A "claim" is a separate demand on the City by a contractor on a public works project and sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- A time extension, including relief from penalties for delay;
- Payment by the City of money damages under the terms of the contract;
- Payment of an amount that is disputed by the City.

Initial Review

The claim must be supported by appropriate documentation. The City has 45 days within which to review the claim and provide the contractor with a written statement identifying the disputed and undisputed portions of the claim. If the City does not issue a written statement, the claim is deemed rejected in its entirety. The City will pay any undisputed portion of the claim within 60 days of issuing the statement.

Meet & Confer

If the contractor disputes the City's written response, or if the City does not issue one, the contractor may request in writing an informal conference to meet and confer for possible settlement of the claim. The City will schedule the meet and confer conference within 30 days of this request and provide a written statement identifying the remaining disputed and undisputed portions of the claim within 10 business days of the meet and confer. The City will pay the undisputed portion within 60 days of issuing this statement.

Mediation

With respect to any disputed portion remaining after the meet and confer, the City and contractor must submit the matter to nonbinding mediation, agree to a mediator within 10 business days after issuing the written statement, and share mediation costs equally. If mediation is unsuccessful, then the terms of the public works agreement and applicable law will govern resolution of the dispute.

Miscellaneous Provisions

Amounts not paid by the City in a timely manner bear interest at 7% per annum. Subcontractors may submit claims via this procedure through the general contractor.

The City and contractor may waive the requirement to mediate, but cannot otherwise waive these claim procedures.

SECTION 7. The following Section 17.23 is added to the Agreement as follow:

Company shall contribute twenty-five thousand dollars (\$25,000) toward installation or rehabilitation of a public park for recreational purposes and improvement of sign visibility upon sixty days (60 days) request by City.

Company shall contribute three hundred thousand dollars (\$300,000) for the rehabilitation of the Don-A-Vee sign upon sixty (60) days of written request by the City, following the occurrence of all of the following:

- (1) Final non-appealable approval this Amendment No. 1;
- (2) Expiration of thirty (30) day CEQA Statute of Limitations period pursuant to Public Resources Code Section 21182;
- (3) Completion of construction and commencement of operation of the structure pursuant to that Schedule of Performance.

Company shall contribute ten thousand dollars (\$10,000) to the City for the non-profit organization, Lot 318.

Company shall remove any additional landscaped trees that will potentially interfere with the line of site of the billboard and replace at a different location acceptable to the City.

IN WITNESS WHEREOF the Parties hereto have caused this Amendment No. 1 to be signed by their duly authorized representatives on the day and date first written on Page 1, above.

SECTION 8. Section 15.2 is amended and Restated as follows:

Whenever this Agreement requires that notice be provided to the other Party, such notice shall be in writing and addressed as set forth below. Notices will be deemed to have been validly given: (i) upon receipt if hand delivered or sent by overnight courier service, or (ii) four (4) days after being sent by registered or certified mail, postage prepaid; provided, that any notice shall not be effective as to a Party unless addressed to that Party's addressee for notices. Either Party may change the persons or address(es) for notice by a written notice to the other Party given pursuant to this Section.

Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, or by personal service, to the persons and addresses indicated below or to such other addresses as either Party hereto shall notify the other Party of in writing pursuant to the provisions of this Subsection:

City has designated the following individual to be its authorized representative for the procurement ("City Representative"):

Damien R. Arrula
City Administrator
City of Placentia
401 E. Chapman Ave.
Placentia, CA 92870
Phone: (714) 993-8117
Fax: (714) 961-0283
E-mail: darrula@placentia.org

Christian L. Bettenhausen
Jones & Mayer
3777 N. Harbor Blvd.
Fullerton, CA 92835
(714) 446-1400
(714) 446-1448 Fax

Company has designated the following individual to be its authorized representative for the procurement ("Company Representative").

Ray Baker
1121 S. Boyle Avenue, Suite 201
Los Angeles, CA
Phone: (323) 933-3222
Fax: (323) 933-1003
E-mail: rbaker@lamar.com

With a copy to:
Ted Stream, Esq.
Gresham Savage Nolan & Tilden, PC
3750 University Avenue, Suite 250
Riverside, CA 92501-3335
Phone: (951) 684-2171
Fax: (951) 684-2150
E-mail: Ted.Stream@GreshamSavage.com

Mailing of such notice as and when provided above shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

SECTION 9. Except as expressly amended by this Amendment No. 1, the Agreement shall remain in full force and effect.

CITY:

CITY OF PLACENTIA, a Charter City
and municipal corporation

COMPANY:

LAMAR CENTRAL OUTDOOR, LLC, a
Delaware Limited Liability Company

By: _____
Damien R. Arrula, City Administrator

By: _____
Ray Baker, Vice President & General
Manager

ATTEST:

By: _____
Patrick J. Mejia, City Clerk

APPROVED AS TO FORM:

BY: _____
Christian L. Bettenhausen
City Attorney

By: _____
Donovan Collier
General Counsel Lamar Central
Outdoor

DESIGN, BUILD, OPERATE AND MAINTAIN AGREEMENT

between the

CITY OF PLACENTIA, CALIFORNIA
a Charter City and municipal corporation

and

LAMAR CENTRAL OUTDOOR, LLC,
a Delaware Limited Liability Company,
DBA Lamar Advertising of Los Angeles

October 6, 2015

For the Placentia Message Center/Advertising Projects

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1. Project Description
2. Design/Build Work Requirements and Environmental Mitigation
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DESIGN, BUILD, OPERATE AND MAINTAIN AGREEMENT

THIS DESIGN, BUILD, OPERATE AND MAINTAIN AGREEMENT ("Agreement") is made and entered into this 6th day of October, 2015, among the CITY OF PLACENTIA, a Charter City and municipal corporation organized and existing under the laws of the State of California ("City"), and LAMAR CENTRAL OUTDOOR, LLC., a Delaware Limited Liability Company, DBA Lamar Advertising of Los Angeles ("Company") (collectively known as the "Parties"), for the construction of two (2) offsite message center/advertising structures ("Project").

A. RECITALS.

(i). City owns two (2) parcels of property along the 57 freeway ("Sites"), in the City of Placentia. The Sites are immediately adjacent to a heavily traveled freeway making them ideal locations for the construction of two (2) freeway-oriented message center/advertising structures ("Structures").

(ii). City is interested in utilizing the Sites for the construction of the Structures for outdoor advertising purposes and in order to relay important public messages, promote businesses within the City, and increase City revenues.

(iii). Section 608 of the City Charter authorizes the use of design-build and construction manager at risk approaches to public works, consistent with City Council adopted ordinances, in cases where the City Council finds such processes will reduce project cost, expedite project completion, or provide unique design features.

(iv). Section 1.18.130 of the City Municipal Code implements the provisions of § 608 of the City Charter and provides an alternative public works construction project procurement procedure instead of the standard competitive bidding process otherwise required.

(v). City has determined that the contract for the Project may be awarded without competitive bidding, because the direct contract procedure will reduce project cost, expedite project completion, enable use of public/private partnership forms of project finance and create certainty for total project expenses.

(vi). City and Company now wish to enter this Agreement in order to reduce project costs, expedite completion, and provide unique design features for the Site and Structures in accordance with the City Charter and Municipal Code.

(vii). All legal prerequisites to the making of this Agreement have occurred.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and the recitals that are incorporated herein by this reference, the Parties hereby agree as follows:

ARTICLE I. DEFINITIONS.

Unless the contrary is stated or clearly appears from the context, the following definitions govern the construction of the words and phrases used in this Agreement. Words

and phrases not defined by this Article have the meanings stated in the City of Placentia Municipal Code ("Code"), and any successor statutes or regulations.

Agreement means this "Design, Build, Operate and Maintain Agreement," including its amendments, attachments, exhibits, appendices and any other document or documents that are incorporated by reference.

Applicable Law means any law, statute, order, decree, rule, injunction, license, permit, consent, approval, agreement or regulation of any government authority, or other legislative or administrative action of a government authority, or a final decree, judgment or order of a court which relates, directly or indirectly, to the performance of work or obligations hereunder or the interpretation or application of the Agreement.

City means the City of Placentia, California.

Company means the developer of the Project that shall be responsible for all work done pursuant to this Agreement.

Construction Documents means and consists of all drawings, specifications and submittals regarding construction of the Project.

Contract Documents means and consists of:

- (a). This Agreement;
- (b). Project plans, specifications, general conditions and any modifications thereto; Other exhibits and schedules, if any, listed in this Agreement;
- (c). Other contract documents, if any.

Contractor means the Company's DBO Contractor authorized to perform the Work on the Project. The Contractor is sometimes hereinafter referred to as the "Contractor" or "DBO Contractor".

Contract Representative means the person authorized by the City or the Company, as applicable, to represent it in connection with this Agreement. The City's Contract Representative is the City Administrator, the Company's Contract Representative is Ray Baker. Either Party may change its Contract Representative by written notice to the other Party.

Contract Year means the one year period commencing July 1 and ending the following June 30 in each year during the term of this Agreement, except the first year which shall commence on the Effective Date and end the next June 30, and the last year, which shall commence on July 1 and end on the anniversary of the Commencement Date of Operations immediately following said July 1.

Commencement Date of Operations means the date that is thirty (30) days from Final Completion Date, including written full approval by the City of the Project and Work required to be completed by Company hereunder.

Design Professional means any individual, sole proprietorship, firm, partnership, joint venture, corporation, professional corporation, or other entity that offers services.

Design Standard of Care means those methods, techniques, standards and practices, which at the time they are employed, and in light of the circumstances known or reasonably believed to exist at such time, are generally accepted as good and prudent engineering practices in the construction industry, as the case may be, as practiced in State of California and are consistent with the degree of skill and care ordinarily exercised by members of the relevant profession.

Differing Site Conditions means concealed or latent physical conditions or subsurface conditions at the Property that preclude development of the Project as contemplated by this Agreement.

Director means the Development Services Director of City.

Effective Date means the date ninety (90) days from City Council approval of the Agreement.

Fair Market Value means, for purposes of this Agreement, the price likely to be agreed between a willing buyer and a willing seller, taking into account the condition of the Project.

Final Completion Date means the date on which construction is completed in accordance with the Construction Documents and this Agreement.

Force Majeure means any act, event or condition excusing performance of this Agreement as set forth in § 11.3.

Good Industry Practices means those methods, techniques, standards and practices which at the time they are employed and in light of the circumstances known or reasonably believed to exist at such time, are generally recognized and accepted as good and prudent practices in the construction, operation or maintenance, as the case may be, for the construction industry in the State of California and are consistent with the same degree of skill and care ordinarily exercised by members of the respective trade or profession.

Hazardous Materials means any substance, material, or waste which is or becomes regulated by any Applicable Laws including, without limitation, any element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which the release of which is prohibited under any environmental law, and which is defined as a "hazardous waste," "extremely hazardous waste," "toxic," or "restricted hazardous waste" under § 311 of the Clean Water Act (33 U.S.C. §§ 13-17) and regulations promulgated thereunder, § 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, *et seq.* (42 U.S.C. § 6903) and regulations promulgated thereunder, § 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601, *et seq.*, or the Solid Waste Disposal Act and regulations promulgated thereunder. This definition shall also include petroleum and petroleum products and petroleum byproducts, friable asbestos, and polychlorinated biophenyls.

Person means any individual, corporation, joint venture, limited liability company,

company, voluntary association, partnership, trust or unincorporated organization.

Pre-Permit Approval has the meaning set forth in § 4.1.2 of this Agreement.

Prevailing Wage Act means the provisions of California Labor Code §§ 1720, *et seq.*

Property means the two (2) Sites set forth in the Recitals.

Sign means off-site advertising that is displayed or posted for public view and may consist of a static message display or changeable message display.

Site means the two (2) Sites set forth in the Recitals.

Structure means a free-standing device intended to and used for presentation of signs and includes all appurtenances thereto such as electrical service.

Substantial Completion Date means the date on which construction, or an agreed upon portion of construction, is sufficiently complete so that the project can be occupied and used for its intended purpose.

Term means the period of time designated in Article III during which Company shall provide the various services contemplated by this Agreement.

Work means the design, architectural, engineering, permitting, construction, and any and all other professional services required for the construction of the Project in accordance with the Construction Documents, wholly and severally. All Work will be performed by Company or Company's DBO Contractor.

ARTICLE II. SCOPE OF SERVICES/OBLIGATIONS.

2.1. Design/Build/Operate/Maintain Services for Project.

City retains Company to provide services for designing, building, operating, and maintaining the Project during the Term, as more specifically described in Appendix I. City acknowledges and agrees that Company may retain a DBO Contractor to actually perform the work and any other improvements required hereunder and the Company's DBO Contractor must at all times hold a valid California contractor's license. Company, however, is solely responsible to the City for any failure by the Company's DBO Contractor to perform the Work in accordance with this Agreement. All Work shall be performed in good faith, with prompt and commercial due diligence, and in accordance with Good Industry Practices. The Project to be constructed is generally described in the Construction Documents.

2.2. General Management of the Construction.

The Company or Company's DBO Contractor shall perform professional services, provide equipment, and perform all Work in accordance with the Contract Documents. The Contractor retains the right to control the manner of performance of the services provided for in this Agreement and is an independent contractor and not an employee of the City. All

employees and subcontractors of the Contractor shall likewise not be considered to be employees of the City. Contractor is solely responsible for the means and methods of all work performed under the terms of this Agreement for this Project. Contractor is an independent Contractor and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including without limitation, Worker's Compensation Insurance (as described in § 11.1.4). Nothing in this Agreement accords any third-party beneficiary rights whatsoever to any non-party to this Agreement that any non-party may seek to enforce. Company and the Contractor acknowledge and agree that the City has not retained control over any of the Work done pursuant to this Agreement.

The Company and its DBO Contractor warrant and state that they have read the Contract Documents, and agree to be bound thereby, including all performance guarantees as respects the Company's DBO Contractor's work and all indemnity and insurance requirements. Company and its DBO Contractor further affirm that they have visited the Project site and have become familiar with all special conditions, if any, at the Project site. Company and its DBO Contractor shall perform the Work and their obligations under this Agreement in accordance with and subject to the Contract Documents to the full extent that each such provision is applicable to the Work.

Company and Company's DBO Contractor shall take necessary precautions to properly protect the Work of others, if any, from damage caused by operations under this Agreement. In addition, Company and Company's DBO Contractor shall protect the Work during normal or adverse weather conditions until the Project is complete and accepted by the City or until Contractor has fully completed its work under this Agreement. Contractor's obligations include, without limitation, placing and adequately maintaining at or about the Site, sufficient guards, barricades, lights and enclosures to protect the Work.

Subject to the terms and conditions hereof, the Company is responsible for the design, construction, operation and maintenance, and any and all services required by this Agreement, wholly and severally, complete or incomplete which includes all labor, materials, equipment and services provided or to be provided under this Agreement with respect to the Work including, without limitation, the following:

2.3. Personnel.

Company shall, or shall cause the Company's DBO Contractor to, assign to the construction, and the operation and maintenance, of the Project such executive and administrative personnel, on a full or part-time basis, as reasonably appropriate or necessary, as may be required to provide proper supervision and management of the construction, and operation and maintenance, of the Project.

No separate charge shall be made to City for any payroll benefits or other expense attributable to personnel. City shall have no right to interfere with, supervise or otherwise direct such personnel. Company shall, or shall cause the Company's DBO Contractor to execute and file when due all forms, reports and returns which are required by law for the employment of such personnel, if necessary.

2.4. Maintenance and Repairs.

Company shall perform, or cause to be performed, such ordinary maintenance and repairs to the Project as shall be required by Good Industry Practices to maintain the Project and

by any Applicable Law. In connection with such maintenance, but subject to the remainder of this paragraph, Company must purchase such supplies and to make such service contracts as are necessary and appropriate therefore and Company shall also cause to be provided, or contract to have provided, necessary utilities maintenance and similar services, to the extent such services are necessary for the proper maintenance of the Project.

2.5. Notice of Violation of Applicable Laws.

Upon obtaining knowledge thereof, Company shall promptly notify City in writing of any violation of any Applicable Law and shall advise the City as to any potential violation of any new Applicable Law, and, in either case, Company shall advise City of the steps required to cure such violation or future violation, including whether or not such violation or such Applicable Law, or the application thereof to the Project, should be contested by City. Unless City shall elect in writing to contest such violation or Applicable Law, upon City's approval and otherwise at City's instruction and in accordance with City's requirements, Company shall take, or cause to be taken, such steps as are necessary to correct such violation or as are otherwise required to comply with Applicable Laws. If an election is made to contest an Applicable Law or violation thereof, each Party shall assist the other in such contest, but at no cost or expense to such assisting Party.

ARTICLE III. TERM.

The Term of this Agreement shall commence on the Effective Date and shall continue in effect until fifty (50) years from the Commencement Date of Operations, unless terminated earlier pursuant to the terms of this Agreement. If the Parties are unable to agree upon the sale of the Structures pursuant to in § 12.4, prior to the expiration of the Term, the Agreement shall automatically be renewed for an additional fifty (50) years, under the same terms and provisions unless otherwise modified by the Parties in writing.

Notwithstanding anything to the contrary in this Agreement, unless and until the Effective Date has occurred, each Party's obligations under this Agreement shall be exclusively to exercise reasonable efforts to satisfy each condition to the Effective Date that is within its respective control.

ARTICLE IV. WORK.

4.1. General.

Company shall complete the Work in accordance with the terms and conditions of this Agreement. Company shall perform the Work in accordance with Applicable Laws and shall provide all notices applicable to the Work as required by Applicable Laws.

4.1.1. Company shall provide design services, permitting, labor, materials and equipment required to undertake and complete the Project. Notwithstanding any contracts or subcontracts into which Company may enter, Company is and shall continue to be responsible to City under this Agreement for all matters related to the Project, and the failure of any engineer, contractor or subcontractor retained by Company shall not relieve Company of any of its obligations under this Agreement. Company shall promptly inform City, in reasonable detail, of any default or anticipated default by the project architect, engineer or any subcontractors or other consultants under their respective contracts with Company, or by Company under any such agreement, as to which Company has any knowledge or information. Company shall take, on behalf of City, all reasonable actions required to be taken immediately, if any, to preserve City's remedies against such defaulting Party or rights of City to remedy any such default. Company shall provide all information to City upon request.

4.1.2. Company shall prepare and submit to City for review and approval the Construction Documents. City's review of the Construction Documents shall in no way relieve Company of any responsibility for such design and construction hereunder. City shall complete its review of the Construction Documents submitted for review no later than ten (10) business days following receipt of the Construction Documents, and shall notify Company of any concerns, problems or noncompliance of the Construction Documents within that time. The scope of City's review shall be to ensure that the Construction Documents are consistent with this Agreement, including such items as architectural appearance, and whether they incorporate the requirements of Good Industry Practices ("Pre-Permit Approval"); provided, however, that the Pre-Permit Approval does not limit City's right to review the Construction Documents in its governmental capacity for purposes of issuing any permits necessary for the construction of the Project.

4.1.3. Company may proceed with mobilization and construction related to the portion of the Work identified in the approved Construction Documents. Except as otherwise expressly agreed in this Agreement, Company is solely responsible for obtaining any reviews or approvals required by Applicable Laws for the Work.

4.1.4. City may engage qualified representatives to assist it in the review of the Work as City determines is in its best interest, at no cost to Company. Said representatives may inspect all Work and the Project at any time during or after construction before the Final Completion Date and City and Company shall cooperate in scheduling inspections so that they do not interfere with or delay the Work.

4.1.5. Company shall operate and maintain the Project in compliance with the terms and conditions set forth herein. Any and all assignable warranties received by City shall be assigned to Company for the duration of the warranty, or of the remaining Term, whichever is less.

4.1.6. Company shall promptly reimburse City for any penalties or fines paid by City to any permit agency that result from Company's active or passive negligence, willful misconduct or breach of this Agreement. City shall provide Company notice of the assessment of any such fine or penalty, and Company is entitled to contest, at its own expense in City's name, the imposition of any such fine or penalty, provided Company indemnifies, defends (with counsel reasonably acceptable to City) and holds City harmless from, and reimburses City for, any costs associated with such action, including without limitation, attorneys' fees.

4.2. Construction Requirements.

Company shall complete the Work in accordance with Good Industry Practices, Applicable Law and the requirements set forth in this Agreement including, without limitation, completion of the Work by the Final Completion Date, subject to Force Majeure. Company shall remedy any services which fail to conform to this standard and shall be responsible for the cost therefore, and shall promptly correct any Work which fails to meet the standards of Good Industry Practices at no cost to City.

4.3. Design Services.

Company will provide, through the licensed Design Professionals employed by Company or the Company's DBO Contractor, or procured from qualified, independent licensed consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the Construction Documents consistent with Applicable Laws and Good Industry Practices.

4.4. Construction Services.

Unless otherwise specifically agreed to in writing by the Parties, Company shall provide and is fully responsible for the necessary supervision, labor, inspection, testing, material, equipment, machinery, temporary power for construction and other temporary facilities to complete construction of the Work. Company shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

4.4.1. Company shall employ only subcontractors who are licensed and qualified to perform the Work consistent with Applicable Law. Company shall have sole discretion as to the use of the subcontractors and suppliers used to accomplish the Work, subject to review and approval by City, when such review and approval is deemed necessary in the judgment of City.

4.4.2. Company assumes all responsibility to City for the proper performance of the Work of subcontractors and any acts and omissions in connection with such performance. Nothing in the Agreement is intended or deemed to create any legal or contractual relationship between City and any subcontractor under the direct or indirect control, supervision, or direction of Company.

4.4.3. Company shall keep the Property reasonably free from debris, trash, graffiti and construction wastes to permit Company to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a divisible portion of the Work, Company shall promptly remove, or cause to be

removed, all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit proper operation and maintenance of the Project in a reasonably aesthetic manner.

4.5. Hazardous Materials and Differing Site Conditions.

Company hereby acknowledges that it has been given reasonable access to the Property for the purpose of inspecting the condition of the Property, including subsurface conditions, soils conditions, and the presence of Hazardous Materials. City shall bear the risk of Differing Site Conditions existing on the Property before and as of the date of this Agreement. Company shall bear the risk and responsibility for: (a) any and all other Hazardous Materials introduced onto the Property by the Company or any of its contractors or subcontractors; and/or (b) any releases of Hazardous Materials resulting, directly or indirectly, from the gross negligence, willful misconduct or breach of this Agreement by Company or any of its contractors or subcontractors.

4.5.1. Upon encountering any Hazardous Materials or any Differing Site Conditions, Company will stop the Work immediately in the affected area and notify City in writing.

4.5.2. Upon receiving notice of the presence of suspected Hazardous Materials or Differing Site Conditions from Company, City shall take the necessary measures required to ensure that such Hazardous Materials are remediated or rendered harmless and the Differing Site Conditions are addressed properly, in each case in accordance with Applicable Law and Good Industry Practices. Such necessary measures may include City retaining qualified independent experts to prescribe the remedial measures that City must take. If such Hazardous Materials or Differing Site Conditions physically or legally preclude development of one or more of the Sites, either Party may terminate this Agreement.

4.5.3. If the identified Hazardous Materials or Differing Site Conditions can be remediated, Company will be obligated to resume the Work at the affected area of the Property only after City's and Company's consultants have confirmed that such Hazardous Materials have been removed or remediated by City (or the Differing Site Condition has been properly addressed in accordance with Applicable Law and Good Industry Practice) and all necessary approvals have been obtained from all applicable governmental entities having jurisdiction over the Property.

4.5.4. Company shall indemnify, defend and hold harmless City and City's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from (i) the presence or release of Hazardous Materials on, in or under the Property that were introduced to the Property by Company; (ii) the transportation, storage, use or disposal of any such Hazardous Materials by Company or its employees, agents, contractors or subcontractors; and (iii) all Hazardous Materials on the Property that are expressly made the responsibility of the Company under this § 4.5.

4.6. Requirements of Final Completion Date.

The Final Completion Date shall not be deemed to have occurred until:

(a). All Work, including items on any punch lists prepared by the Engineer of Record or City as a result of final inspections is completed in accordance with the Construction Documents and Applicable Law, and City has received an unqualified written certification to that effect from Company;

(b). City has issued its final acceptance under this Agreement;

(c). Company has delivered to City, at no cost to City, copies of final, unconditional mechanics, materialman's and design professional lien waivers from all contractors, suppliers and design professionals involved; and

(d). Company has delivered to City, at no cost to City, two (2) bound copies of all warranties from all vendors, contractors and subcontractors, all maintenance and operating instructions, all equipment certifications, and all reports and tests performed by or for Company.

ARTICLE V. LICENSE AGREEMENT.

5.1. City Grant.

City grants Company an irrevocable license to build, operate, and maintain the Project, including the Structures on the Sites for the Term of this Agreement. Throughout the Term of this Agreement, Company shall have the right of access without escort to the Site, including the Structure, for its employees and agents twenty-four (24) hours a day, seven (7) days a week, at no additional charge to Company.

5.2. No Public Dedication.

Except as otherwise expressly provided herein, nothing herein contained shall be deemed to be a gift or dedication of either the Sign or the Property, or any portion thereof, to the general public, for the general public, or for any public use or purpose whatsoever, it being the intention and understanding of the Parties that this Agreement be strictly limited to and for the purposes herein expressed. Company shall have the right to prevent or prohibit the use of the Sign, or any portion thereof, by any person for any purpose inimical to the permitted uses. City shall not take or permit to be taken (if within the power or authority of the City) any action or activity with respect to the Project that would deprive Company of the material benefits of this Agreement or would materially and unreasonably interfere with the construction and use of the Sign on the Property as contemplated by this Agreement.

ARTICLE VI. OPERATION & MAINTENANCE OF PROJECT.

6.1. General.

The Project shall be operated and maintained by Company during the Term. Company shall be responsible for 1) securing all advertising contracts for the Project, 2) correcting any operating issues promptly and at Company's sole cost.

6.2. Expenses for Routine Services.

Company will assume responsibility (at its cost) to operate the Project. Additionally, Company shall make all necessary repairs required to correct any deficiency in the original equipment which prevents the Project from consistently meeting the requirements of this Agreement.

6.3. Contract Representative.

Company shall direct all material communications to the City's Contract Representative.

6.4. Long-Term Operating Covenants.

The following covenants shall run with the Property until such time as this Agreement terminates.

(a). **Covenants Regarding Operation and Maintenance.** Developer shall operate and maintain the Signs in good working order and in accordance with all applicable laws, including without limitation, the California Outdoor Advertising Act (California Business and Professions Code § 5200, *et seq.*) and California Department of Transportation regulations and specifications adopted pursuant thereto (Title 4 California Code of Regulations, § 2240, *et seq.*).

(b). **Automatic Dimmers.** The Sign shall contain automatic dimmers that continuously monitor the brightness of the display using ambient and direct light photocells, as well as back-up systems to ensure display brightness will not exceed .3 foot candles above ambient light levels at any time.

(c). **Maintenance.** Company shall, at Company's sole cost and expense, maintain and repair or cause to be maintained and repaired the Sign and any and all security lighting or appliances installed in accordance with this Agreement in compliance with all applicable provisions of City's Municipal Code and any and all other applicable laws. The Property and the Sign shall be kept free from the accumulation of debris and waste materials. All exterior painted surfaces shall be maintained at all times in a clean and presentable manner, free from chipping, cracking, peeling and defacing marks. All broken lights shall be immediately repaired in order to prevent hazardous conditions and/or invitation for trespassers and malicious mischief. Except during periods of construction, no lumber, trash, discarded equipment or other debris shall be stored in areas visible from the street.

(d). **Graffiti Removal.** All graffiti and defacement of any type, including marks, words and pictures must be removed and any necessary painting or repair completed in accordance with

Chapter 10.56 of City's Municipal Code as the same may be amended from time to time hereafter.

(e). **Non-Operation and Removal.** Company shall promptly repair the Sign in the event of damage, defect or other cause so as to maintain operations in accordance with this Agreement. In the event Company anticipates that a repair will require more than 30 days to complete, Company shall notify City in writing of the anticipated schedule and the cause of the delayed repair. Except as provided herein, in the event the Sign is non-operational for a continuous period of 120 days or more, City shall have the right to require removal of said Sign within 30 days of delivery of written demand by City to Developer. Removal of said Sign shall be completed by Developer in compliance with applicable laws and at its sole cost.

(f). **Covenant Regarding Advertising Limitation.** Company voluntarily covenants and agrees for itself, its successors and assigns, that any advertising displayed on the Sign shall not contain any advertising for adult entertainment or nudity including, but not limited to, topless bars, nightclubs, establishments that feature nude dancing, mud wrestling, any adult business featuring retail sales of adult novelty items, books, magazines, videos and tapes, or any material that could reasonably be considered pornographic. Further, Company voluntarily covenants and agrees for itself, its successors and assigns that any advertising displayed on the Sign shall not contain any advertising for tobacco products of any type. City further reserves the right to object to any other advertising that may be considered detrimental to the image of City. In such case, City shall inform Company in writing of the offensive advertising and request that it be removed. Company shall endeavor to cooperate with City in assuring the removal of such other advertising when such removal does not breach any existing contract or lease agreement held by Company. Company's obligation herein shall survive termination of this Agreement and shall remain in full force and effect until removal of the Sign.

(g). **Covenant Regarding Public Service Messages and Economic Development Promotion.** Company voluntarily covenants and agrees for itself, its successors and assigns, that Company shall provide to City, at no cost to City, up to five percent (5%) of the available time to be spread over each operational day to place public service announcements on the Changeable Message Digital Displays; provided, however, that such public service announcements shall be limited to civic public service messages, including those sponsored by non-profit organizations, City promotional messages and announcement of City sponsored and co-sponsored events such as celebrations, festivals, special events, park and public facility openings (hereinafter collectively known as "Public Service Messages"). City shall be responsible for providing Company the applicable language and/or information for the Public Service Messages from which Company will prepare a display message and submit the display message to City for approval prior to it being displayed.

Within the time allotted to City, each operational day, City may also assign advertising space on Changeable Message Digital Displays to promote economic development within the City, including placement of ads for key local businesses (hereinafter collectively known as "Economic Development Promotions"). For all Economic Development Promotions, advertising space shall be provided to City on a space-available basis. As an alternative to providing advertising space on a space-available basis for Economic Development Promotions, Company shall offer a twenty-five percent (25%) discount off of its applicable rate card fees for the display of advertising on Digital Displays to any business that has its principal place of business in Placentia.

Company shall not be responsible for producing or substantially modifying any advertising copy for Public Service Messages or economic development promotions. For Public Service Announcements, Company shall make every effort to display such messages as soon as practicable, but no later than thirty (30) days after receipt and approval of advertising copy. For Economic Development Promotions, Company shall have forty-five (45) days after receipt of a request from City to notify City when space may be available to display the Economic Development Promotion. Company's obligation herein shall survive termination of this Agreement and shall remain in full force and effect until removal of the Signs.

(h). **Amber Alerts.** In addition to the foregoing, Developer shall comply with and post all "Amber Alerts" in accordance with applicable guidelines and any public safety or emergency service messaging required by applicable state or federal laws.

ARTICLE VII. PERFORMANCE STANDARDS.

7.1. Design and Performance Standards.

Company represents and warrants that the Project will meet the performance criteria set forth in the Appendices. All Design Professional services performed to execute the Work shall conform to Good Industry Practices and to the relevant professional licensing statutes applicable to Design Professionals.

7.2. Vendor Warranties.

Company shall obtain warranties from all vendors and contractors providing services, materials and/or equipment under terms and conditions no less than the standards in the applicable industry and shall provide copies thereof to City. All such warranties held by Company shall be automatically, and without further action by the Parties, deemed transferred to City upon termination of this Agreement, except in the event that Company and City agree to transfer the Project to Company pursuant to § 12.4 hereof, in which event such warranties will transfer to Company. However, following any termination of this Agreement that does not involve the transfer to Company contemplated above, Company shall, upon written request by City, execute written assignments of any and all such warranties. Company shall satisfy all requirements, including without limitation maintenance obligations, of said warranties so that they remain in full force and effect for the maximum duration of the warranty and are able to be transferred to City.

7.3. Material Warranties.

Company represents and warrants to City that materials and equipment furnished for the Project shall be of new and good quality, that the workmanship shall be free from defects and conform to Good Industry Practices, and that the Work shall conform to the requirements of this Agreement. That portion of the Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective by City and shall promptly be repaired by Company on demand from City. Company's warranty shall exclude normal wear and tear under normal usage. If required by City, Company shall furnish satisfactory evidence as to the kind and quality of materials and equipment used or installed. Final selection and incorporation of the equipment and materials into the Work shall be

controlled by Company and shall be in conformance with the Construction Documents approved by City as provided herein, unless otherwise specifically agreed to by the Parties. The express warranty contained in this section is in lieu of any and all other implied or express warranties with respect to the construction of the Project, including, without limitation, any warranty of merchantability or fitness for a particular purpose.

7.4. Defects.

Notwithstanding anything to the contrary in § 7.4, Company shall make any and all repairs or replacements resulting from defects in materials or workmanship that became evident at any time during the Term of this Agreement. Company shall indemnify, defend and hold City and City's elected and appointed officials, officers, employees and agents harmless from all claims, liabilities, losses, costs, expenses and damages arising from any such defects during such periods. Company shall make the repairs and replacements required of Company promptly upon receipt of written notification from City. If Company fails to make such repairs and replacements promptly, City may repair or replace the defective element of the Project and Company shall reimburse City for the cost thereof, (together with an administrative fee of ten percent (10%) of the cost of the repairs or replacement work) within ten (10) days after written demand.

ARTICLE VIII. COMPENSATION.

8.1. Compensation for Services.

Upon the Commencement Date of Operations, Company shall pay to City (a) the amount of One Hundred and Twenty-Five Thousand Dollars (\$125,000.00) per year for each "Changeable Message Digital Display" erected, operated and maintained as part of the Project; (b) Twenty-Five Thousand Dollars (\$25,000.00) per Contract Year for each "Static Message Display" erected, operated and maintained as part of the Project ("Base Compensation"); or (c) Twenty-five percent (25%) of advertising revenue realized from all Signs developed pursuant to this Agreement if the amount described in subsection (c) exceeds the Base Compensation ("Percentage Compensation") (the Base Compensation and Percentage Compensation are collectively referred to as the "Ongoing Monetary Contribution"). The Ongoing Monetary Compensation shall be prorated for the period between the Commencement Date of Operations and the following June 30. For purposes of this subsection "advertising revenue" shall be defined as gross revenue less certain operating expenses, including sales commissions (calculated at 10% sales), maintenance costs, internet, power/electricity, and any other cost associated with operation of the Signs. The Parties agree that Appendix 3 contains a representative itemization of operational costs. Company shall be entitled to receive all advertising revenue exceeding the Ongoing Monetary Contribution as compensation for services under this Agreement. City covenants and agrees that during the Term of this Agreement, City will not enter into an agreement or approve development of any other freeway-oriented advertising structures by anyone other than Company within 3,500 feet of the Sites contemplated by this Agreement.

8.2. OCTA Obligation.

City is currently obligated to pay the Orange County Transportation Authority ("OCTA") the appraised value of one of the Sites, 350 South Placentia Avenue, which is approximately

\$80,000.00 ("OCTA Obligation"). At least twenty (20) days prior to commencement of construction activities, City shall provide Company notice regarding the status of the OCTA Obligation. If City indicates that the OCTA Obligation is still outstanding, Company shall advance to City the sum of \$80,000.00, payable prior to the commencement of construction activity. City shall use the advanced funds to satisfy the OCTA Obligation. Company shall be entitled to recovery of the advanced funds through the reduction in the Ongoing Monetary Compensation otherwise due and payable to City in the like amount of \$80,000.00.

8.3. Audit Books And Records.

Company shall prepare and maintain proper, accurate and complete books and records regarding the Work and all other transactions related to the design, permitting and construction of the Project, including all books of account, bills, vouchers, invoices, personnel rate sheets, cost estimates and bid computations and analyses, subcontracts, purchase orders, time books, daily job diaries and reports, correspondence, and any other documents showing all acts and transactions in connection with or relating to or arising by reason of the Work, this Agreement, any subcontract or any operations or transactions in which City has or may have a financial or other material interest hereunder. All financial records of Company shall be maintained in accordance with generally accepted accounting principles and auditing standards for governmental institutions. Company shall make available for examination and copying such construction books and records (except for Company's financial ledgers and statement). Company shall keep and maintain all such construction books and records separate and distinct from other records and accounts, and shall maintain such books and records for at least seven (7) years after acceptance by City, or such longer period during which any legal proceeding with respect to Work may be pending.

8.4. Payment; Late Charges.

Company shall pay the Base Compensation portion of the Ongoing Monetary Contribution on a monthly basis during the Contract Year in equal successive installments pursuant to § 8.1 above. Payment shall be made to City by the last day of each month. Payment shall be made in immediately available funds. Any Percentage Compensation due pursuant to Section 8.1 shall be paid by the Company to the City within thirty (30) days of the expiration of the Contract Year.

ARTICLE IX. REPRESENTATIONS AND WARRANTIES.

9.1. City Representations, Warranties, and Covenants.

City hereby represents, warrants and covenants to Company as follows:

9.1.1. City is a Charter City and municipal corporation duly organized and existing pursuant to the laws of the State of California. City has the full legal right, power and authority to enter into this Agreement and to perform its duties and obligations hereunder. This Agreement has been duly authorized, executed and delivered by City and constitutes a legal, valid and binding obligation of City, enforceable against it in accordance with its terms, and the authorization, execution, delivery and performance of this Agreement by City does not violate any law, judgment, order, ruling or regulation applicable to City and does not constitute a breach of or default under any agreement or instrument by which City is bound.

9.1.2. City has enacted all municipal laws, ordinances, or regulations necessary for the performance by City of this Agreement.

9.1.3. To City's current actual knowledge, no material action, suit, proceeding or official investigation has been threatened, publicly announced or commenced against City by any Federal, state or local governmental authority or agency, or in any Federal, state or local court, that seeks to challenge City's authority to execute, deliver or perform, or the validity or enforceability of, this Agreement or enjoin, assess civil or criminal penalties against, assess civil damage against or obtain any judgment, order or consent decree binding City on account of this Agreement or any actions contemplated to be taken by City under this Agreement, except as set forth in this Agreement.

9.1.4. City owns fee title to both sites and there are no easements, licenses, or property interests held by third parties that would preclude development of the structures pursuant to this Agreement as described and depicted in Appendix 1 to this Agreement.

9.2. Company and Contractor Representations, Warranties, and Covenants.

Company and its DBO Contractor represent, warrant and covenant to the City as follows:

9.2.1. Company is a limited liability company duly organized and validly existing in good standing in the State of Delaware and is qualified and authorized to do business in the State of California.

9.2.2. By signing this Agreement, Company and its DBO Contractor certify that they have not been barred from being awarded a contract with a unit of State or local Government as a result of bid rigging or bid rotating or similar offense. Neither Company nor its DBO Contractor has made an admission of guilt of such conduct that is a matter of public record.

9.2.3. Company and its DBO Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, orders or other legal requirements now in force or which may be in force during the term of this Agreement. Company and its DBO Contractor shall comply with the California Prevailing Wage Act, Cal. Labor Code §§ 1720. *et. seq.*

9.2.4. Company certifies that it is properly formed and existing legal entity and, as applicable, has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in California and is in good standing with the California Secretary of State.

9.2.5. Company certifies that it is not delinquent in the payment of any fees, fines or debts to the City.

9.2.6. Company has full power and authority to enter into this Agreement and to perform its duties and obligations hereunder. This Agreement has been duly authorized, executed and delivered by Company, and the authorization, execution, delivery and performance of this Agreement by Company shall not violate any law, judgment, order, ruling or regulation applicable to Company and constitutes a legal, valid and binding obligation of Company,

enforceable against it in accordance with its terms, and does not constitute a breach of or default under any agreement or instrument by which Company is bound.

9.2.7. Company's DBO Contractor has or holds all licenses necessary to perform the Work.

9.2.8. To the best of Company's current actual knowledge, no action, suit, proceeding or official investigation has been threatened, publicly announced or commenced against Company by any Federal, state or local governmental authority or agency, or in any Federal, state or local court that seeks to enjoin, assess civil or criminal penalties against, assess civil damage against or obtain any judgment, order or consent decree binding Company on account of this Agreement or any actions contemplated to be taken by Company hereunder.

9.2.9. During City's negotiations with Company, Company was informed and agreed not to participate in any unlawful activity including, without limitation, rebates, kickbacks, or other unlawful consideration.

9.2.10. As of October 6, 2015, the copy of Company's formation document that has been delivered to City has not been amended.

ARTICLE X. RESPONSIBILITIES.

10.1. Duty to Cooperate.

Company and its DBO Contractor and City shall, throughout the performance of the Work, cooperate with each other and perform their respective responsibilities, obligations and services in a timely manner to facilitate the timely and efficient performance of the Work. Contractor shall cooperate fully with City, other City contractors, other municipalities and local government officials, public utility companies, and others, as may be directed by City. This shall include attendance at meetings, discussions and hearings as requested by City. Contractor shall cooperate with City in scheduling and performing its Work to avoid conflict, delay in or interference with the work of others, if any, at the Project.

10.2. Government Approvals and Permits.

City shall provide reasonable assistance to Company in obtaining the permits, approvals and licenses required by this Agreement, including but not limited to necessary permits from the California Department of Transportation ("CalTrans"), which are Company's responsibility; however, City shall not be obligated to incur any third party cost or expense with regard to the same.

This Agreement is expressly contingent upon Company obtaining all necessary permits for construction of the Project from CalTrans. In the event Company cannot obtain necessary governmental approvals, including, but not limited to, CalTrans permits after exercising commercially reasonable best efforts, or if the approvals are invalidated by the order of any court of competent jurisdiction, either Party has the right to terminate this Agreement pursuant to Article XII.

10.3. City's Separate Contractors.

City is responsible for all work performed on the Sites by separate contractors under City's control. City shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with Company in order to enable timely completion of the Work.

ARTICLE XI. INSURANCE, INDEMNIFICATION .

11.1. Company Insurance.

Company shall procure and maintain (or shall cause Company's DBO Contractor to procure and maintain, naming Company and any other Persons required to be so named hereunder as additional insured) for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by Company, its agents, subcontractors, representatives and employees. Insurance, together with endorsements as required by this Article XI shall be of the type, in the amounts and subject to all provisions in this Article XI. Company acknowledges and agrees that if it fails to comply with all requirements of this Article XI, City may void the Agreement.

Company must give to City Certificates of Insurance identifying City to be an Additional Insured for all Work done pursuant to this Agreement before City staff recommends award of the contract to City Council. Any limitations or modifications on the Certificate(s) of Insurance issued to the City in compliance with this Section that conflict with the provisions of this Article XI shall have no force and effect.

After award of the Contract to Company, Company shall give City a certified copy(ies) of the insurance policy(ies) and all riders to such policy(ies) evidencing the amounts set forth in this Article XI, and copies of the Additional Insured endorsement to such policy(ies) which name City as an Additional Insured for all Work done pursuant to this Agreement before Contractor does any Work pursuant to this Agreement. Company's certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to City. Company shall promptly forward new certificate(s) of insurance evidencing the coverage(s)

required herein upon annual renewal of the subject policies.

11.1.1. The policies and the Additional Insured endorsement(s) must be delivered to City within two (2) weeks of the request. All insurance policies shall be written with insurance companies licensed or authorized to do business in the State of California and having a rating of not less than A-XIII or better as published within the prior twelve (12) months, or if none, the most recent edition of Best's Key Rating Guide, Property-Casualty Edition.

Should any of the insurance policies be canceled before the expiration date, the issuing company will mail thirty (30) days written notice to City. Company shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected and appointed officers, officials, employees and agents; or Company shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Company shall carry and maintain at its own cost with such companies as are reasonably acceptable to City all necessary liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement, for damages caused or contributed to by Company, and insuring City against claims which may arise out of or result from Company's performance or failure to perform the Work hereunder:

11.1.2. Commercial general liability coverage at least as broad as Insurance Services Office Commercial General Liability occurrence coverage ("occurrence" form CG0001, Ed. 11/88) with a limit of not less than \$1,000,000 per occurrence. If the insurance includes a general aggregate limit, that limit shall apply separately to this Agreement or it shall be at least twice the required per occurrence limit. Deductibles shall be commensurate with industry practice.

11.1.3. Business automobile liability insurance at least as broad as Insurance Services Office form CA 0001 (Ed. 12/90) covering Automobile Liability, code 1 "any auto" and endorsement CA 0029 (Ed. 12/88) with a limit not less than \$1,000,000 per accident and deductibles commensurate with industry practice.

11.1.4. Workers Compensation Insurance as required by the State of California and employer's liability insurance with a limit not less than \$1,000,000 per accident and deductibles commensurate with industry practice.

11.1.5. Company understands that the acceptance of Certificates of Insurance, policies, and any other documents by the City in no way releases the Contractor and its subcontractors from the requirements set forth herein.

11.1.6. Company's insurance and any insurance provided in compliance with these specifications, shall be primary with respect to any insurance or self-insurance programs covering City, its elected and appointed officials, officers, agents or employees of City.

Company expressly agrees to waive its rights, benefits and entitlements under the "Other

Insurance" clause of its commercial general liability insurance policy as respects City. In the event Company fails to purchase or procure insurance as required above, the Parties expressly agree that Company shall be in default under this Agreement, and that City may recover all losses, attorney's fees and costs expended in pursuing a remedy, or reimbursement, at law or in equity, against Company.

11.1.7. All liability coverage, except Workers Compensation and Professional Liability, shall name the City and its elected and appointed officers, officials, agents and employees of City as an additional insured.

11.1.8. Where available, the insurer shall agree to waive all rights of subrogation against the City and its elected and appointed officers, officials, agents and employees of City.

11.2. Indemnity and Defense of Actions.

Company shall defend, indemnify and hold harmless City and its elected and appointed officials, officials agents, and employees from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including without limitation costs, and fees, including attorney's fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of Company or Company's subcontractors, employees, agents or subcontractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement.

Nothing contained herein shall be construed as prohibiting City, or its elected or appointed officers, officials, agents, or employees, from defending through the selection and use of its own agents, attorneys, and experts, any claims, actions or suits brought against them. Company shall be liable for the costs, fees, and expenses incurred in the defense of any such claims, actions, or suits. Nothing herein shall be construed as a limitation or waiver of defenses available to City and elected or appointed officers, officials, agents, or employees.

At City's option, Company must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Company of any of its obligations under this Agreement. Any settlement of any claim or suit related to this Project by Company must be made only with the prior written consent of City Council, if the settlement requires any action on the part of City.

To the greatest extent permissible by law, Company waives any limits to the amount of its obligations to indemnify, defend, or contribute to any sums due under any Losses. City, however, does not waive any limitations it may have on its liability under the California Workers' Compensation Act, the California Pension Code or any other statute.

Company is responsible for any losses and costs to repair or remedy work performed under this Agreement resulting from or arising out of any act or omission, neglect, or misconduct in the performance of its Work or its subcontractors' work. Acceptance of the work by City will not relieve Company of the responsibility for subsequent correction of any

such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom.

In the event that a third party lawsuit relating to this Agreement is filed against City or Company, Company shall defend, indemnify and hold harmless City at Company's sole cost and expense. Subject to § 11.3 below, any such lawsuit related to this Agreement shall not hinder, delay or stop the development, processing or construction of the Project unless the third party obtains a court order preventing the activity and posts adequate security as required by law. City shall not stipulate to the issuance of any such order, and Company, subject to its obligations herein, may oppose such motion on behalf of City. If this Agreement or any portion thereof is adjudicated or determined to be invalid or unenforceable, City agrees, subject to City's lawful discretion and all other legal requirements, to consider all modifications to this Agreement which are necessary or required to render it valid and enforceable to the extent permitted by applicable law on the condition that Company shall reimburse City for all costs and expense related thereto.

All provisions of this Article XI shall survive completion, expiration, or termination of this Agreement.

11.3. Force Majeure.

11.3.1. Force Majeure means any act, event or condition beyond the reasonable control of the Party relying thereon, but not including a Change in Law, failure to make any undisputed payment obligation hereunder or the result of negligent or willful action or lack of reasonable action of the Party seeking to claim this protection. Force Majeure does not include a change in economic or market conditions or a change in the financial condition of a Party to this Agreement. In no event shall Company have the right to claim a Force Majeure for an event that is caused by or within the reasonable control of Company. Subject to the foregoing and the other terms of this § 11.3, Force Majeure events include, without limitation, any of the following:

(a). Severe weather (except reasonably anticipated weather conditions, even if severe, which are normal for the geographic area), landslide, lightning, earthquake, hurricane, flood, acts of a public enemy, war, blockade, riot, civil disturbance, terrorism, or similar occurrence;

(b). Labor strikes and similar events beyond the reasonable control of the Party claiming the delay;

(c). Any failure of any appropriate governmental body or private utility having operational jurisdiction or authority respecting the Project to provide and maintain utilities respecting the Project which are required for the performance of the Agreement and which could not have been reasonably foreseen, or was caused, by the Party claiming delay;

(d). Any failure of title to the Project or any placement or enforcement of any encumbrance (other than permitted encumbrances) on the Project or on any improvements thereon that is not created or caused by the Party claiming the Force Majeure delay and does not result from an obligation of such Party;

(e). The preemption, confiscation, diversion, destruction, or other interference in possession or performance of materials or services by, on behalf of, or with authority of a

governmental body (other than, in the case of a claim of Force Majeure by City, City) in connection with a declared or asserted public emergency or any condemnation or other taking by eminent domain or similar action of any portion of the Property;

(f). The presence at the Property of (i) subsurface structures, materials or conditions having historical, geological, archaeological, religious or similar significance; (ii) any habitat of an endangered or protected species; or (iii) functioning subsurface structures used by utilities on, underneath, near or adjacent to the Project.

(g). The presence of hazardous waste or hazardous substances upon or beneath the Property or, hereafter, the release or migration of hazardous waste or hazardous substances on, to or from the Property not currently known to Company;

(h). Failure by City, within fourteen (14) days following receipt from Company of notice of completion of the Work, to perform final inspections and issue a determination as to whether the Work complies with this Agreement;

(i). The loss of or inability to obtain the electric power necessary for operation of the Project (electrical failure) which could not have been reasonably foreseen and provided for by the Party claiming the delay.

(j). The existence of third party litigation filed challenging the approval and execution of this Agreement whether or not any injunction has been issued by a court of competent jurisdiction preventing Company from carrying out its obligations under this Agreement.

11.3.2. With respect to any delay in issuing permits, Company must, as a condition to claiming Force Majeure, have: (i) made reasonable efforts to discuss its proposed submittals in detail with the permit issuer before applying for the permit; (ii) taken all reasonable actions to diligently prosecute its application for the issuance or renewal of such permit; and (iii) promptly notified the City Administrator in writing of any material problems or disputes that might reasonably be expected to result in a Force Majeure delay in issuing the applicable permit. City shall promptly create and maintain a committee comprised of the City Administrator and the City employee reviewing submittals for the applicable permit (if issued by City) to evaluate notices of potential delay by Company, and City shall designate in writing one (1) employee that shall have the review authority for each City permit described above.

11.3.3. Notwithstanding anything to the contrary in this § 11.3, an event shall not constitute a "Force Majeure" event under this Agreement with respect to Company's obligations under this Agreement unless Company uses its commercially reasonable best efforts to: (i) reasonably anticipate foreseeable force majeure events and take appropriate prevention actions before such a force majeure event occurs; (ii) address the effects of any force majeure event as it is occurring; and (iii) after a force majeure event has occurred, address the effects of such event to prevent or minimize delay to the extent reasonably practicable.

11.3.4. In the event of a Force Majeure event, the performance of the Party seeking protection shall be excused (other than any payment obligation), provided such event was not caused solely or in substantial part by an act or omission of such Party or its contractor(s) and only to the extent the effects of the Force Majeure could not have been prevented or avoided by

reasonable effort of such Party.

11.3.5. The Party seeking protection for Force Majeure shall provide prompt notice to the other Party at the beginning and end of such a Force Majeure event. At the conclusion of any such event, the obligations of the Party seeking protection shall resume in full force and effect. The Party seeking protection shall use reasonable efforts to eliminate its cause, mitigate its effects, and resume performance under this Agreement as expeditiously as possible.

ARTICLE XII. TERMINATION; DEFAULT AND REMEDIES.

12.1. Termination for Cause by the City.

Upon the occurrence of an "Event of Default" by Company, as defined below, City has the right to terminate this Agreement in whole or in part or pursue a cause of action for actual damages, or both. Each of the following shall constitute an Event of Default by Company if it is not cured in accordance with the applicable cure provisions set forth below:

12.1.1. The failure of Company to perform or observe any of its covenants, agreements, obligations or duties under this Agreement that cannot be cured by the payment of money;

12.1.2. The failure by Company to make any uncontested payment required under this Agreement (or the failure by Company to make any contested payment to the extent the liability of Company for such payment and amount of such payment have been determined); or

12.1.3. The material inaccuracy of any representation or warranty made by Company which inaccuracy has had or could reasonably be expected to have a material adverse effect on City or on Company's ability to perform its material obligations under this Agreement.

In furtherance of Company's Work on this Project and this Agreement, City and Company agree that the following Notice and Cure provision in this § 12.1 shall apply during the pendency of Company's work on this Project and the Term of this Agreement.

City may notify Company of its intent to terminate this Agreement within five (5) calendar days after City issues written notice and delivers such notice to Company regarding nonpayment or an Event of Default by Company. Company will have the opportunity to cure by providing payment or curing such Event of Default within fifteen (15) calendar days after receipt of the written notice issued by City. Nothing in this § 12.1 shall otherwise affect the right of either Party to exercise its rights set forth in § 12.2.

If Company does not cure the default within five (5) days after receipt of such notice, then City may, by written notice to Company, terminate the Agreement in whole or in part, or suspend performance thereof until the cure is completed.

12.2. Termination for Default; Compensation for Improvements.

12.2.1. Except as otherwise provided in this § 12.2, should this Agreement be terminated by City following an Event of Default by Company, City shall retain all improvements on the Property constructed in accordance with this Agreement as of the date of such termination

("Existing Improvements"). City acknowledges that the Existing Improvements – except for those that may have improved the Property before this Agreement was executed – were designed and constructed by Company at Company's cost. Consequently, City agrees to compensate Company in an amount equal to the Fair Market Value for the Existing Improvements and the related Construction Documents.

12.2.2. This Section shall survive termination of this Agreement by City following an Event of Default by Company.

12.3. Termination for Cause by Company.

Upon the occurrence of an "Event of Default" by City, as defined below, Company shall have the right to terminate this Agreement. Each of the following shall constitute an Event of Default by City if not cured in accordance with the applicable cure provisions set forth below:

12.3.1. The failure of City to perform or observe any of its covenants, agreements, obligations or duties under this Agreement;

12.3.2. The material inaccuracy of any representation or warranty made by City which inaccuracy has had or could reasonably be expected to have a material adverse effect on Company, this Agreement or its enforceability or on City's ability to perform its material obligations hereunder;

12.3.3. The inability of Company to obtain and secure all necessary permits and approvals despite Company's reasonable diligence.

12.3.4. The commencement of any bankruptcy, insolvency, liquidation or similar proceeding against City; the consent by City to the appointment of or taking possession by a receiver, liquidator, assignee, trustee or custodian of City or any substantial part of its assets, of any assignment for the benefit of creditors, or the failure by City to pay its debts as they come due; provided that in the case of commencement of an involuntary petition or proceeding or entry of a judgment or judicial order that includes or seeks to cause any of the above events, such petition, proceeding, judgment or order shall remain undischarged or undismissed for one hundred and twenty (120) days; and provided further that the appointment of a financial control or oversight board by the State of California shall not, in and of itself, constitute any such event. The rights and remedies identified herein shall not limit the ability of Company to seek any other rights and remedies provided by law, including Company's ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Company to stop work under any applicable provisions of the Agreement. Upon the happening of any event described in §§ 12.3.1 through 12.3.2 above, Company may send written notice to City setting forth in detail the alleged failure or deficiency of City. City shall have thirty (30) days after receipt of such written notice from Company to cure such failure or deficiency. If the failure or deficiency is described in §§ 12.3.1 or 12.3.2 and is subject to cure, but such cure cannot reasonably be completed within thirty (30) days, an Event of Default under §§ 12.3.1 or 12.3.2 (as the case may be) shall not occur if within the thirty (30) days City shall have commenced to cure and shall thereafter diligently pursue such cure to completion.

In the event that City does not cure such failure or deficiency within an applicable

cure period (or any extension as provided above), Company may send an additional written notice which describes the default and also includes the following notice in bolded and underlined capitalized letters:

“IN THE EVENT CITY DOES NOT CURE THE DEFAULT DESCRIBED BELOW WITHIN FIFTEEN (15) DAYS AFTER RECEIPT OF THIS NOTICE, COMPANY SHALL HAVE THE RIGHT TO TERMINATE THE “DESIGN, BUILD, OPERATE AND MAINTAIN AGREEMENT” DATED _____, 2015, BETWEEN COMPANY AND CITY.”

If City does not cure the default within fifteen (15) days' after receipt of such additional notice, then Company may by written notice to City terminate the Agreement in whole or in part, or suspend performance thereof until the cure is completed.

Upon the happening of an event described in § 12.3.3, this Agreement may be terminated immediately by Company without prior notice or opportunity to cure.

If Company should elect to terminate this Agreement for uncured default by City, the Company shall be entitled to all of its rights and remedies (subject to § 11.3).

Notwithstanding anything in the foregoing, if this Agreement is terminated due to City's substantial failure to perform, Company shall be paid for labor and expenses incurred to date subject to set off for any damages, losses or claims against City resulting from or relating to Company's performance or failure to perform under this Agreement. This Agreement is subject to termination by either Party if either Party is restrained by a state or federal court of competent jurisdiction from performing the provisions of this Agreement. Upon such termination, the liabilities of the Parties to this Agreement shall cease, but they shall not be relieved of the duty to perform their obligations through the date of termination. No lien shall be filed by Company or its DBO Contractor in the event of a termination of this Agreement by City.

12.4. Agreement to Negotiate.

To the extent permitted under Applicable Law, for a period commencing one hundred eighty (180) days prior to the expiration of the Term of this Agreement, City hereby agrees to negotiate exclusively with Company, in good faith, for the purchase by Company of all improvements on the Property, including the Structures and any signs thereon (“Purchase Negotiation”). The Purchase Price pursuant to this Article 12.4 shall be one hundred dollars (\$100.00) made payable by Company to City. In the event Company and City agree to terms regarding the Purchase Negotiation, the Parties shall enter into a ground lease in order to permit Company to access and maintain the improvements, including the Structures.

12.5. Project Transfer Upon Expiration of Term of Agreement or Earlier Termination; Delivery of Books, Records and Agreements.

Upon expiration of the Term of this Agreement, if City retains ownership of the Structures, Company shall deliver to City, the originals, to the extent in the possession of Company, and copies (as hereinafter described), of the following “Books and Records”: (i) all books and records prepared and /or maintained by Company during the Term; (ii) all permits, plans,

purchase and sale agreements, licenses, warranties, contracts, security documents and loan documents pertaining to the Project and in possession of Company, (iii) all insurance policies, bills of sale or other documents evidencing title or rights of the City. Furthermore, all original documents delivered by Company to City pursuant to this Section shall be made available to Company as may be reasonably necessary in connection with any actual or threatened litigation which relates to the Project and, and (iv) any other records or documents pertaining to the Project and in the possession of Company which are required or reasonably appropriate for the ownership, development, construction, sale and management of the Project (provided, however, that if any of the items referred to in this Section shall pertain to the Project as well as to other properties or projects not owned by City, then Company shall not need to deliver the original thereof if it delivers certified copies of such items).

12.6. Survival of Certain Provisions Upon Termination.

All representations and warranties of the Parties contained in Article IX hereof and the rights and obligations of the Parties pursuant to Articles VII, XII, and XIII in their entirety along with § 11.3 shall survive the expiration or earlier termination of this Agreement.

ARTICLE XIII. DAMAGE AND DESTRUCTION.

13.1. Repair of Damage by Company.

Company agrees to notify City in writing promptly of any damage to the Project resulting from fire, earthquake, or any other identifiable event of a sudden, unexpected, or unusual nature ("Casualty"). If the Project is damaged by a Casualty, at Company's election, Company shall restore Project to substantially the same condition as existed before the Casualty, except to the extent modifications to the Project are required by Applicable Law. Such restoration shall commence as soon as practicable following the Casualty. If City requests that Company make modifications to the Project in connection with the rebuilding, Company may condition its consent to those modifications on confirmation that the modifications shall not increase the time or the cost needed to restore the Project to full operating condition. If Company elects not to restore the Project to substantially the same condition as existed before the Casualty, this Agreement shall terminate and neither Party shall have any further obligation hereunder and Company shall be entitled to any insurance proceeds related to such Casualty.

13.2. Repair Period Notice.

Company shall, within thirty (30) days after the date of the Casualty, provide written notice to City indicating whether it shall elect to restore the Project or terminate this Agreement, and, if it elects to restore this Project, Company shall indicate the anticipated commencement date and period for repairing the Project ("Repair Period Notice").

13.3. Eminent Domain.

These provisions shall apply in the event that the real property comprising the Sites are taken, or the Structure(s) are otherwise removed and/or relocated, or is threatened to be removed and/or relocated, pursuant to any formal or informal administrative or judicial proceeding(s), conducted under Title 7 of Part 3 of the California Code of Civil Procedure (the "California Eminent Domain

Law”) and/or the Fifth Amendment to the United States Constitution and the applicable provisions of the United States Code and the Federal Rules of Civil Procedure (the “Federal Eminent Domain Law”) in which the City of Placentia is a party.

13.4. Notice of Proceedings.

Both City and Company agree to immediately give notice to the other of any and all proceedings commenced for the condemnation of any right, title or interest, in or to the real property upon which the Structure(s) is situated, or to the Structure(s) independently of the condemnation of the real property, under the California Eminent Domain Law or the Federal Eminent Domain Law. Each party also agrees to immediately provide complete written copies to the other of any communications, pleadings, statutory notices or other documents issued in preparation for or in connection with the said proceedings.

13.5. Right to participate in Proceedings.

City and Company each have the right (but not the duty to become a party) to participate in any and all proceedings commenced for the condemnation of any right, title or interest, in or to the real property upon which the Structure(s) is situated, or of the Structure(s) independently of the condemnation of the real property.

13.6. Right to Compensation.

13.6.1. Compensation for Real Property Interests.

The City shall be entitled to the just compensation paid for the real property where the Structure(s) is situated, pursuant to California Code of Civil Procedure § 1263.010.

13.6.2. Compensation for Improvements to the Real Property.

To the extent permitted by Applicable Law, Company shall be entitled to the just compensation paid for the Improvements directly attributable to the taking of or injury to the Structure(s), pursuant to California Code of Civil Procedure § 1263.210.

13.6.3. Compensation For Loss of Good Will.

To the extent applicable, Company shall be entitled to pursue compensation for the loss of goodwill directly attributable to the taking of or injury to the Structure(s), pursuant to California Code of Civil Procedure § 1263.510.

13.6.4. Compensation for Other Business Losses.

Company shall also be entitled to compensation for any other business losses permitted by law that are attributable to the impairment or termination of its ability to conduct its outdoor advertising business.

13.6.5. Compensation For Other Interests.

Company shall be entitled to the just compensation for such other interests as may have been damaged or lost attributable to the taking of or injury to the Structure(s), pursuant to California Code of Civil Procedure § 1265.010.

ARTICLE XIV. ASSIGNMENT AND DELEGATION.

14.1. Assignment.

Except as otherwise provided by this Agreement, neither Party shall transfer, assign or hypothecate its rights under or interest in this Agreement without the written consent of the other, except that upon prior written notice to Company, City may assign its rights and interests under this Agreement and in the Project to any entity created by City to manage, operate or finance the Project. Any attempted transfer, assignment, or hypothecation without such written consent shall be void and confer no rights upon any third person and shall constitute a default hereunder. No transfer, assignment or hypothecation shall release a Party from its obligations under this Agreement.

14.2. Subcontract.

This Agreement shall not create any contractual relationship or liability between any of Company's contractors, employees or agents and City.

14.3. Liens.

Upon exercise of the Purchase Negotiation, Company shall not permit any lien or encumbrance to be placed by subcontractors or suppliers on its leasehold interest under the Project, or upon supplies or equipment ordered for the Work, or on any property owned by City. If any such liens or encumbrances are encountered, Company shall at its sole cost and expense promptly remove them, and failing to remove them, Company will provide a bond in the amount of one hundred fifty percent (150%) of the lien.

ARTICLE XV. CONTRACT ADMINISTRATION.

15.1. Agreement Documents.

This Agreement, the Appendices attached hereto and all documents and instruments referenced herein shall permit the Parties to complete the Work within the Contract Time. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, and interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict or ambiguity between or among this Agreement, the Appendices and other documents referenced in this Agreement, the instruments are prioritized as follows:

15.1.1. All written modifications and amendments to this Agreement issued in accordance with the terms of this Agreement.

15.1.2. This Agreement.

15.1.3. Appendices 1 through 3.

15.1.4. Any other documents described or referred to in this Agreement.

15.2. Notices.

Whenever this Agreement requires that notice be provided to the other Party, such notice shall be in writing and addressed as set forth below. Notices will be deemed to have been validly given: (i) upon receipt if hand delivered or sent by overnight courier service, or (ii) four (4) days after being sent by registered or certified mail, postage prepaid; provided, that any notice shall not be effective as to a Party unless addressed to that Party's addressees for notices. Either Party may change the persons or address(es) for notice by a written notice to the other Party given pursuant to this Section.

Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, or by personal service, to the persons and addresses indicated below or to such other addresses as either Party hereto shall notify the other Party of in writing pursuant to the provisions of this Subsection:

City has designated the following individual to be its authorized representative for the procurement ("City Representative"):

Damien Arrula
Acting City Administrator
City of Placentia
401 E. Chapman Ave.
Placentia, CA 92870
Phone: (714) 993-8117
Fax: (714) 961-0283
E-mail: darrula@placentia.org

With a copy to:
Andrew V. Arczynski, Esq.
141 W. Wilshire Avenue, Suite B
Fullerton, CA 92832-1864
Phone: (714) 578-8838
Fax: (714) 578-9324
E-mail: andrew@arczynskilaw.com

Company has designated the following individual to be its authorized representative for the procurement ("Company Representative").

Ray Baker
1121 S. Boyle Avenue, Suite 201
Los Angeles, CA
Phone: (323) 933-3222
Fax: (323) 933-1003
E-mail: rbaker@lamar.com

With a copy to:
Ted Stream, Esq.
Gresham Savage Nolan & Tilden, PC
3750 University Avenue, Suite 250
Riverside, CA 92501-3335
Phone: (951) 684-2171
Fax: (951) 684-2150
E-mail: Ted.Stream@GreshamSavage.com

Mailing of such notice as and when provided above shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

ARTICLE XVI. FORM OF NONDISCRIMINATION AND NONSEGREGATION CLAUSES.

16.1. Company shall refrain from restricting the rental, sale or lease of the Sites on the basis of sex, race, color, creed, ancestry or national origin of any person. All such deeds, leases or contracts for the use of the Sites shall contain or be subject to substantially the following nondiscrimination clauses:

(a). In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group or persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sub lessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

(b). In leases: "The leases herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the leasing, subleasing, transferring, use, or enjoyment of the premises herein leased nor shall the lessee himself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sub lessees, subtenants or vendees in the land herein leased.

(c). In contracts: "There shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sub lessees or vendees of the land."

16.2. Nondiscrimination. In connection with its performance under this Agreement, Company and Company's DBO Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, ancestry, or national origin. Company and Company's DBO Contractor shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

ARTICLE XVII. MISCELLANEOUS PROVISIONS

17.1. Compliance with Law.

Company agrees to comply with all Applicable Laws including, without limitation, all laws as specified herein.

17.2. Application of Taxes & Assessments.

Company shall pay personal property and in-lieu property taxes assessed against the sites or Structures, and Company shall pay when due all real property taxes and all other taxes, fees and assessments attributable to the Sites or Structures and this Agreement. All such taxes, fees and assessments shall be included as operating costs pursuant to § 8.1.

17.3. Relationship Between Parties.

The relationship of Company and Company's DBO Contractor to City is that of independent contractor and not one of employment. None of the employees or agents of Company or Company's DBO Contractor shall be considered employees of City. For the purposes of all federal, state and local laws and regulations, Company and Company's DBO Contractor shall exercise primary management and operational decision making authority.

17.4. Change in Control of Company; Change in Acceptable Operator; Change in Company's DBO Contractor.

In no event shall the control of Company be changed before the before the Final Completion Date. The Parties agree that the Company's DBO Contractor may be changed to any other Person approved by City (such approval not to be unreasonably withheld, conditioned or delayed) with whom Company has entered into any contract to perform the Work who is properly licensed to do the Work and whose name and address shall have been delivered to the City.

17.5. Executory Nature.

City and Company each agree and acknowledge that, for the purposes of any proceedings under Title 11 of the United States Code (the "Bankruptcy Code"), (i) this Agreement is, and shall be treated as, an "executory contract" as that term is used in and defined for the purposes the Bankruptcy Code, including, without limitation, § 365 of the Bankruptcy Code, and (ii) this Agreement is not, and shall not be treated as, a financial arrangement or a contract to make a loan or extend other debt financing or financial accommodations.

17.6. Governing Law.

This Agreement shall be construed in accordance with and subject to the laws and rules of the City of Placentia and the State of California both as to interpretation and performance. City does not waive tort immunity by entering into this Agreement.

17.7. Waiver.

The failure on the part of any Party to enforce any provision of this Agreement shall not be construed as a waiver of its right to enforce such provision in the future. A waiver of any term of this Agreement on the part of any Party in one case shall not be construed as a waiver in any other case and shall not affect any other term of this Agreement. No payment of any sum by City to Company or acceptance of any sum by City shall constitute a waiver of any default by Company or of any provision of this Agreement.

17.8. Ownership of Documents.

As between City and Company, the Construction Documents shall at all times remain the sole property of Company until the expiration or earlier termination of this Agreement. Company shall promptly after the date of this Agreement obtain necessary consents to such assignment of such documents to City. All information acquired from City, or from others at the expense of City, in the performance of this Agreement shall be and remain the property of City. This includes but is not limited to all records, data, files, computer records, work sheets, deliverable products (complete and incomplete) and all other types of information or writings, whether electronic, digital, graphic matter or other medium upon which intelligence or information may be recorded or retrieved prepared or acquired by Company in the performance of this Agreement. This excludes documents identifying the salary and benefits of specific employees of Company as well as other proprietary information related to the business operations of Company. Company shall have a right to retain a copy of all documents it produces under this Agreement. City shall have no right to use the Construction Documents for any purpose other than that intended under this Agreement and Company shall retain the rights to such designs, drawings and specifications to use as it sees fit without liability to City.

17.9. Dispute Assistance.

City shall render assistance to Company in claims and/or litigation in connection with or arising out of this Agreement, including without limitation, any claims and/or litigation involving Company or its employees, agents, consultants or contractors; and any claims and/or litigation brought by or against City and any third parties, by providing for Company appropriate information, analyses, and expert witnesses. This provision shall not limit in any manner Company's obligations to City under the indemnification provisions.

17.10. Successors and Assigns.

Company and City respectively bind themselves, their partners, successors, assigns and legal representatives to the other Party hereto and to partners, successors, assigns and legal representatives of such other Party in respect to the covenants, agreement and obligations contained in this Agreement.

17.11. Third Party Beneficiaries.

Except as specifically stated in this Agreement, this Agreement shall not create any rights or benefits to parties other than City and Company.

17.12. Counterparts.

For convenience, this Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

17.13. Entire Agreement, Modifications, Headings and Severability.

The Parties acknowledge that this Agreement, the Appendices attached hereto and the documents and agreements referred to herein, all of which are hereby incorporated by this reference, constitute the entire Agreement between the Parties and supersede all prior representations, warranties, agreements, and understandings oral or written between the Parties with respect to its subject matter. Unless stated otherwise in this Agreement, this Agreement may not be modified except in writing signed by both Parties. The headings to this Agreement are for convenience and reference purposes only and shall not constitute a part of the Agreement. If any element of this Agreement is later held to violate the law or a regulation, it shall be deemed void, and all remaining provisions shall continue in force.

17.14. Time of Essence.

Time is of the essence with respect to each provision hereof in which time is a factor.

17.15. No Waiver of Governmental Authority.

The consents, approvals and disapprovals given or to be given by City under this Agreement are given in City's proprietary capacity as a Party to this Agreement. Nothing in this Agreement shall be construed as a waiver of, or limitation upon, the authority, powers or actions of City acting in its governmental capacity except as may be expressly permitted by Applicable Law; provided, however, that it is expressly agreed by the Parties hereto that the Pre-Permit Approval shall be performed as set forth in § 4.1.2.

17.16. Authority of City Administrator.

The City Administrator shall have the authority to execute all documents necessary to implement this Agreement, in a form approved by the City Council, provided, however, that the City Administrator shall not execute an amendment thereto that shall alter the requirements in this Agreement that the Company meet the Substantial Completion Date or Final Completion Date.

17.17. Rights and Obligations of Company's DBO Contractor.

City, Company and Company's DBO Contractor each hereby acknowledge and agree that the Work is being performed by Company's DBO Contractor, a California licensed contractor. City shall not be liable to, or have any right to proceed against, Company's DBO Contractor hereunder and Company's DBO Contractor shall not be liable to, or have any right to proceed against, City hereunder. Except as expressly set forth in this Section, all rights and obligations hereunder shall be solely between City and Company.

17.18. Non-Waiver of Rights.

Any failure or delay by City to enforce the provisions of this Agreement shall in no way constitute a waiver by City of any contractual right hereunder, unless such waiver is in writing and signed by City.

17.19. Ownership of Contract Documents and City Name.

Company is specifically prohibited from using in any form or medium, the name or logo of City for public advertisement, unless expressly granted written permission by City. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with this Project is not to be construed as publication in derogation of City's reserved rights.

17.20. Execution of Agreement.

This Agreement shall be signed last by the Mayor or other City Official designated by the City Council. The person signing this Agreement for the City shall affix the date on which he/she signs this Agreement on Page 1 hereof, which date shall be the effective date of this Agreement.

17.21. Authorizations.

Company's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by Company's board of directors or its bylaws to execute this Agreement on its behalf. The person signing this Agreement for City affirms that he/she has been lawfully authorized to execute this Agreement. Company and City shall deliver upon request to each other copies of all articles of incorporation, bylaws, resolutions, ordinances, or other documents which evidence their legal authority to execute this Agreement on behalf of their respective Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives on the day and date first written on Page 1 above.

CITY:

CITY OF PLACENTIA, a Charter City and municipal corporation

By: 
Name: Chad P. Wanke, For
Its: Mayor

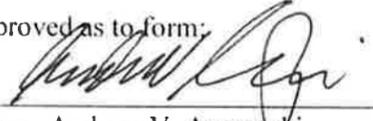
ATTEST:
By: 
Name: Patrick J. Meia,
City Clerk

COMPANY:

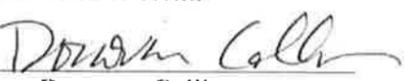
LAMAR CENTRAL OUTDOOR, LLC., a Delaware Limited Liability Company

By: 
Name: Ray Baker
Its: Vice-President & General Manager

Approved as to form:

By: 
Name: Andrew V. Arczynski,
Its: Special Counsel

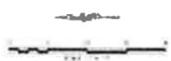
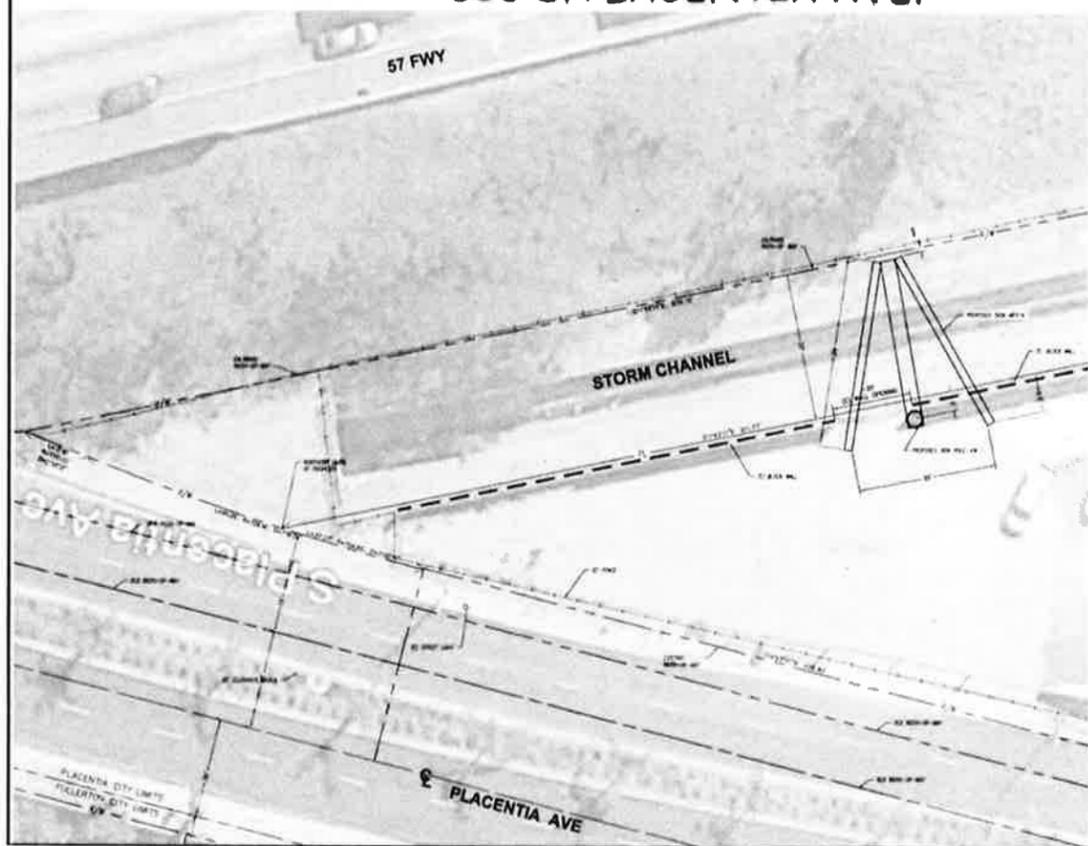
Approved as to form:

By: 
Name: Donovan Collier
Its: Legal Counsel
Lamar Central Outdoor, LLC

**APPENDIX 1
PROJECT DESCRIPTION**

The Project that is the subject of this Design Build Operate and Maintain Agreement is the construction and operation of two (2) double-sided, freeway-oriented advertising structures upon property that is owned by the City of Placentia. Each advertising structure will be a maximum of 85-feet high at grade and will consist of one (1) steel-post approximately 4-feet in diameter with two (2) advertising display faces that will be 672 square feet in size, 14-feet high x 48-feet in length. At least one of the advertising displays will be a digital advertising display incorporating LED technology with advertising copy changing electronically no quicker than once every six seconds. Each advertising structure may have one (1) traditional static display with the advertising copy being manually changed a maximum of once a month or twelve (12) times per calendar year. One (1) advertising structure will be located at 350 S. Placentia Avenue, Assessor Parcel No. 339-441-01. The other structure will be located at 500 Melrose Street, Assessor Parcel No. 339-102-01. Both structures will be constructed as full-flag, double-faced with the two (2) advertising displays mounted at a 30-degree V-angle, facing State Route 57. Each advertising structure will serve as a City entry monument and identification sign in addition to providing advertising opportunities for City businesses. Each sign shall include design elements identifying the City and City slogan or other feature.

350 S. PLACENTIA AVE.



NOTE
 1. VERIFY THE EXISTING CONDITIONS IN THE FIELD IN
 RELATION TO THE LOCATION AND DIMENSIONS OF THE
 EXISTING STRUCTURES.
 2. ALL DIMENSIONS SHALL BE IN FEET AND INCHES.
 3. EXISTING AND PROPOSED ARE FOR PLACEMENT OF
 THE STRUCTURE SHALL BE SHOWN IN THE FIELD.
 4. THE EXISTING AND PROPOSED ARE FOR PLACEMENT OF
 THE STRUCTURE SHALL BE SHOWN IN THE FIELD.

SHEET INDEX
 1. 1st SHEET
 2. 2nd SHEET
 3. 3rd SHEET

LEGEND
 1. EXISTING
 2. PROPOSED
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 4. EASEMENT
 5. EASEMENT
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BONADIMAN TEL: 951.884.3334
 CIVIL ENGINEERING
 1000 S. PLACENTIA AVE. SUITE 100
 PLACENTIA, CA 92669

VERTICAL DATUM
 NAVD 83

HORIZONTAL DATUM
 NAD 83

SITE PLAN
 350 S. PLACENTIA AVE
 CITY OF PLACENTIA

PROJECT NO. 1000-0001
 SHEET NO. 1 OF 3 **C1**

500 BLOCK OF MELROSE STREET



NOTE

1. PREPARED FOR INFORMATION PURPOSES ONLY. NO GUARANTEE OF ACCURACY OR COMPLETENESS FOR ANY PURPOSES OTHER THAN AS SHOWN.
2. NO GUARANTEE GIVEN FOR ANY OTHER PURPOSES.
3. ELEVATIONS AND DIMENSIONS ARE FOR PLANNING PURPOSES ONLY. THEY ARE APPROXIMATE AND NOT FOR CONSTRUCTION PURPOSES. SEE THE ARCHITECT'S AND ENGINEER'S CONTRACT FOR MORE INFORMATION.

SHEET INDEX

1. SITE PLAN	1
2. ELEVATION	2
3. SECTION	3

LEGEND

(1) EXISTING	(2) EXISTING
(3) EXISTING	(4) EXISTING
(5) EXISTING	(6) EXISTING
(7) EXISTING	(8) EXISTING
(9) EXISTING	(10) EXISTING
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(45) EXISTING	(46) EXISTING
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(49) EXISTING	(50) EXISTING
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(57) EXISTING	(58) EXISTING
(59) EXISTING	(60) EXISTING
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(97) EXISTING	(98) EXISTING
(99) EXISTING	(100) EXISTING

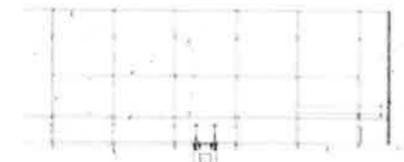
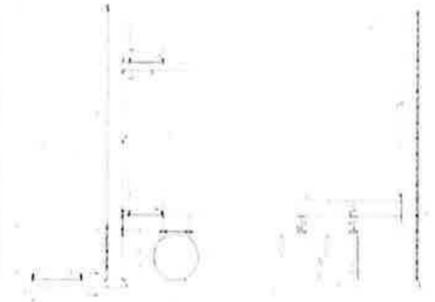
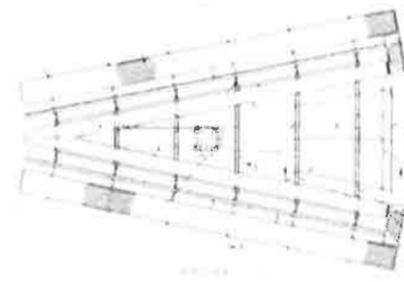
BONADIMAN TEL: (772) 888-3888
 ENGINEERING ARCHITECTURE INTERIOR DESIGN
 1000 S. W. 10th Ave., Suite 100, Ft. Lauderdale, FL 33304

VERTICAL DATUM
 BENCHMARK: _____
 ELEVATION: _____

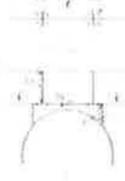
HORIZONTAL DATUM
 STATE OF FLORIDA
 PLAT NO. _____

SITE PLAN
 500 BLOCK OF MELROSE STREET
 CITY OF PLACENTIA

DESIGNED BY	SCALE	SHEET	1	OF	3	C1
CHECKED BY	DATE					



1/4" = 1'-0"



NOTES AND SPECIFICATIONS

1. ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.

2. MATERIALS TO BE USED SHALL BE AS SPECIFIED IN THE SPECIFICATIONS.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.

6. THE CONTRACTOR SHALL MAINTAIN A RECORD OF ALL WORK DONE AND MATERIALS USED.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL WORKERS AND THE PUBLIC.

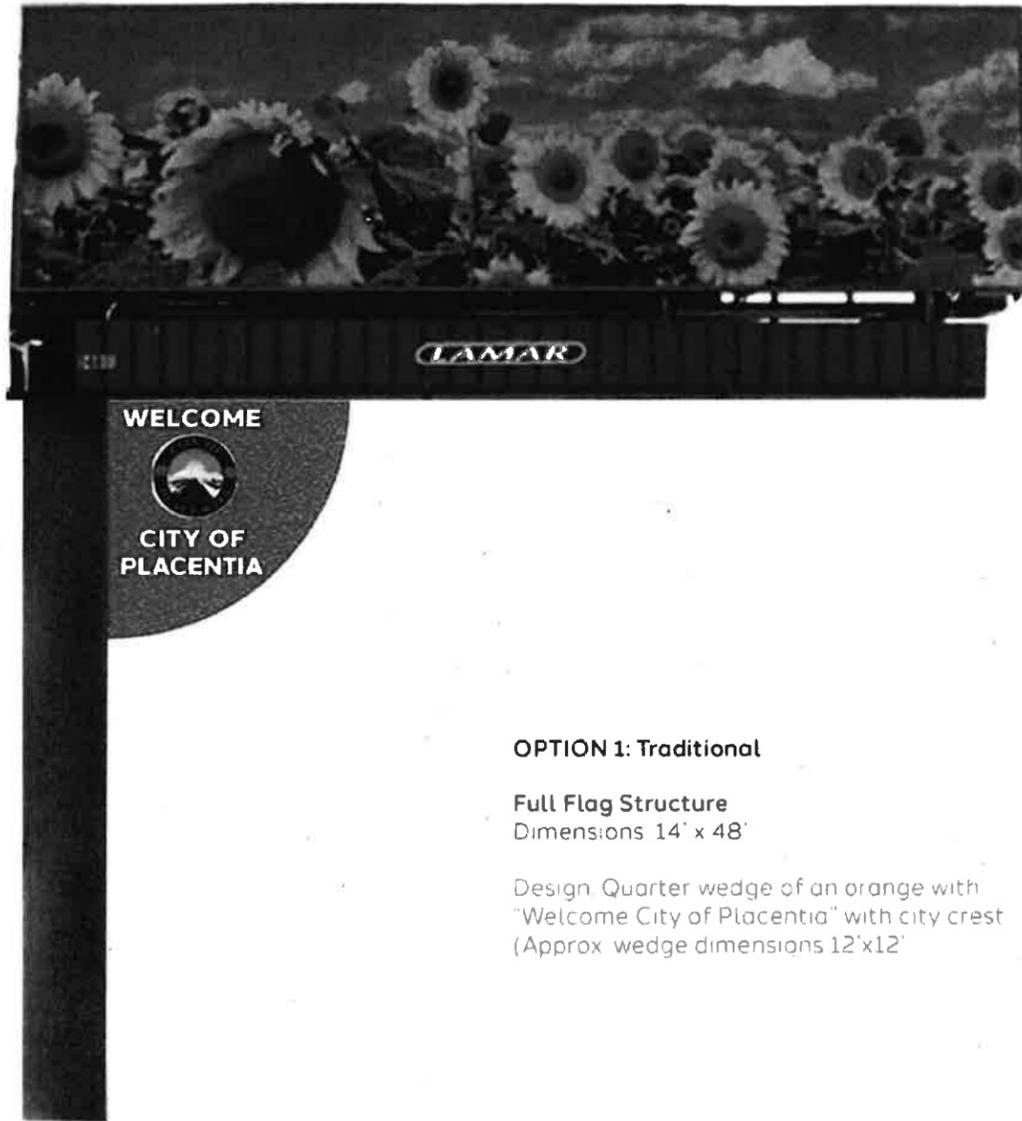
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE ENVIRONMENT.

9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL HISTORIC AND CULTURAL RESOURCES.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL NEIGHBORHOODS AND COMMUNITIES.

RMG
Outdoor Inc.

CONCEPTUAL DESIGN

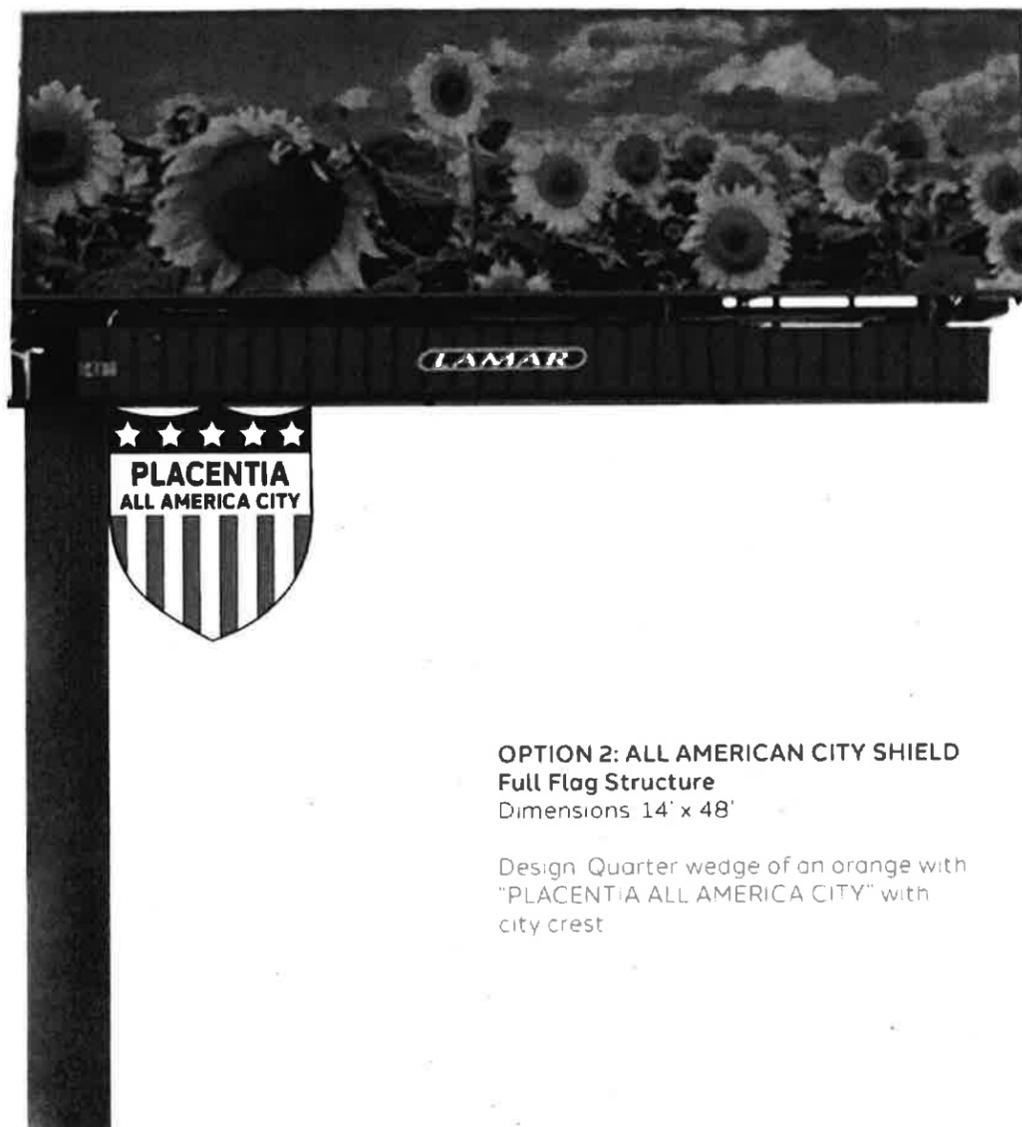


OPTION 1: Traditional

Full Flag Structure
Dimensions 14' x 48'

Design: Quarter wedge of an orange with
"Welcome City of Placentia" with city crest
(Approx. wedge dimensions 12'x12')

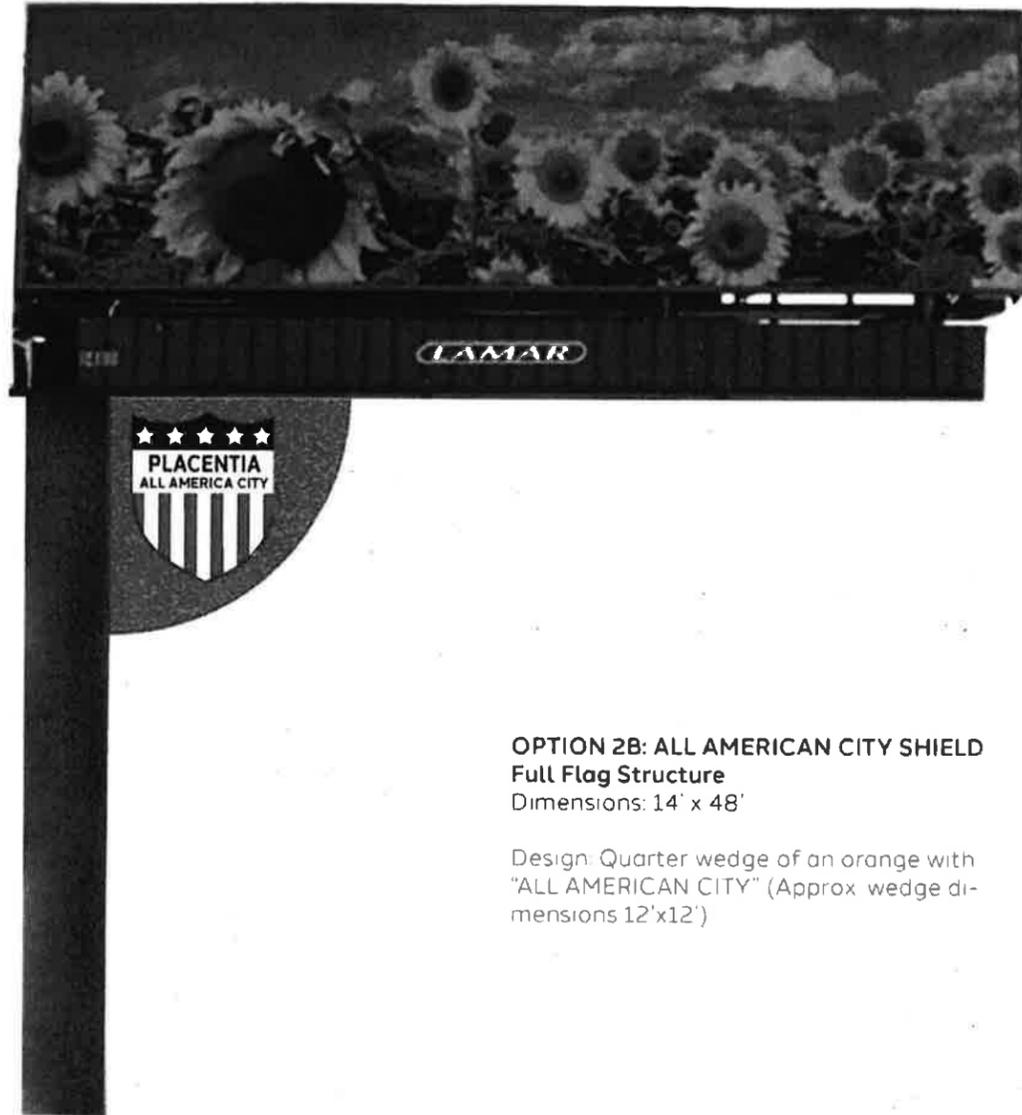
CONCEPTUAL DESIGN



OPTION 2: ALL AMERICAN CITY SHIELD
Full Flag Structure
Dimensions 14' x 48'

Design: Quarter wedge of an orange with
"PLACENTIA ALL AMERICA CITY" with
city crest

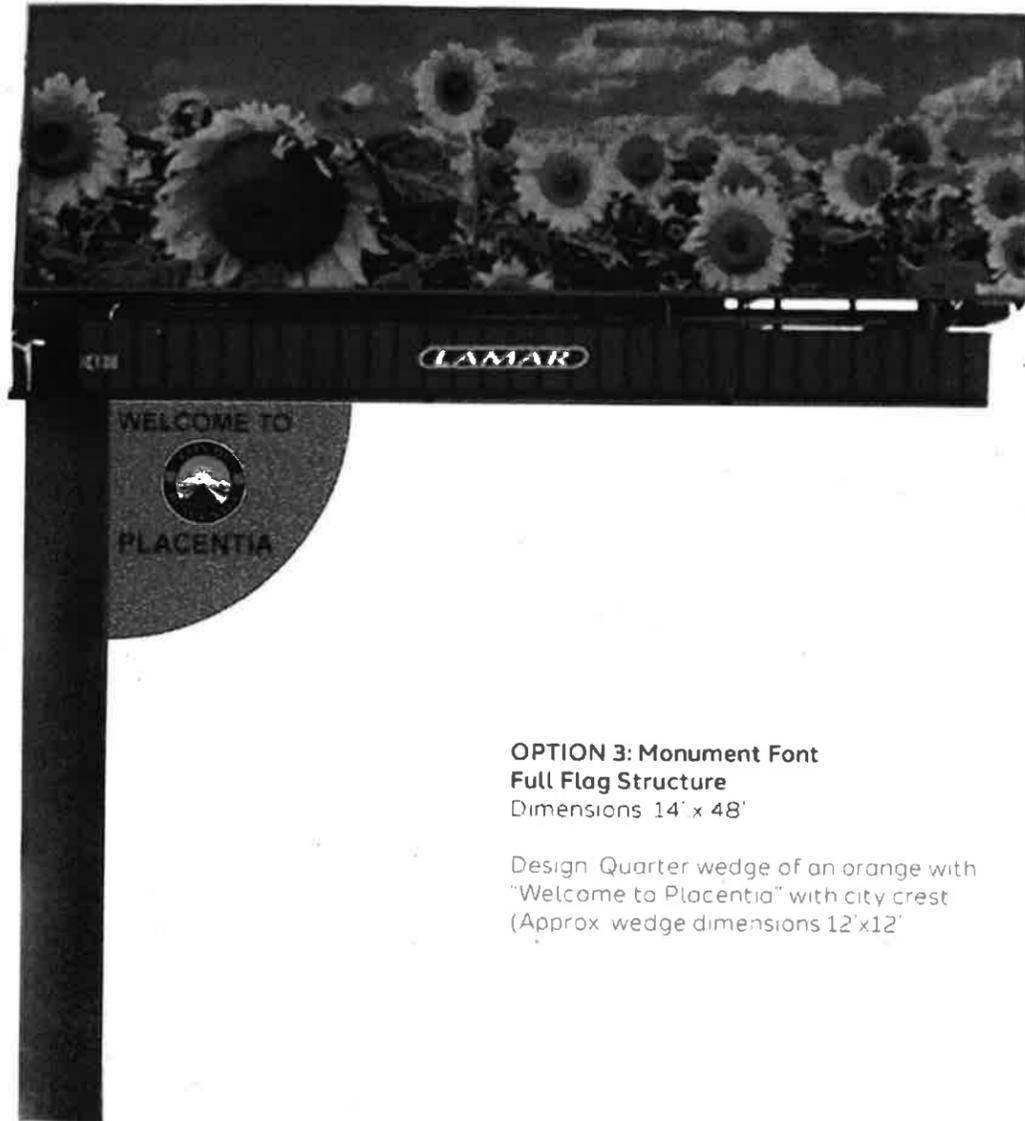
CONCEPTUAL DESIGN



OPTION 2B: ALL AMERICAN CITY SHIELD
Full Flag Structure
Dimensions: 14' x 48'

Design: Quarter wedge of an orange with
"ALL AMERICAN CITY" (Approx. wedge di-
mensions 12'x12')

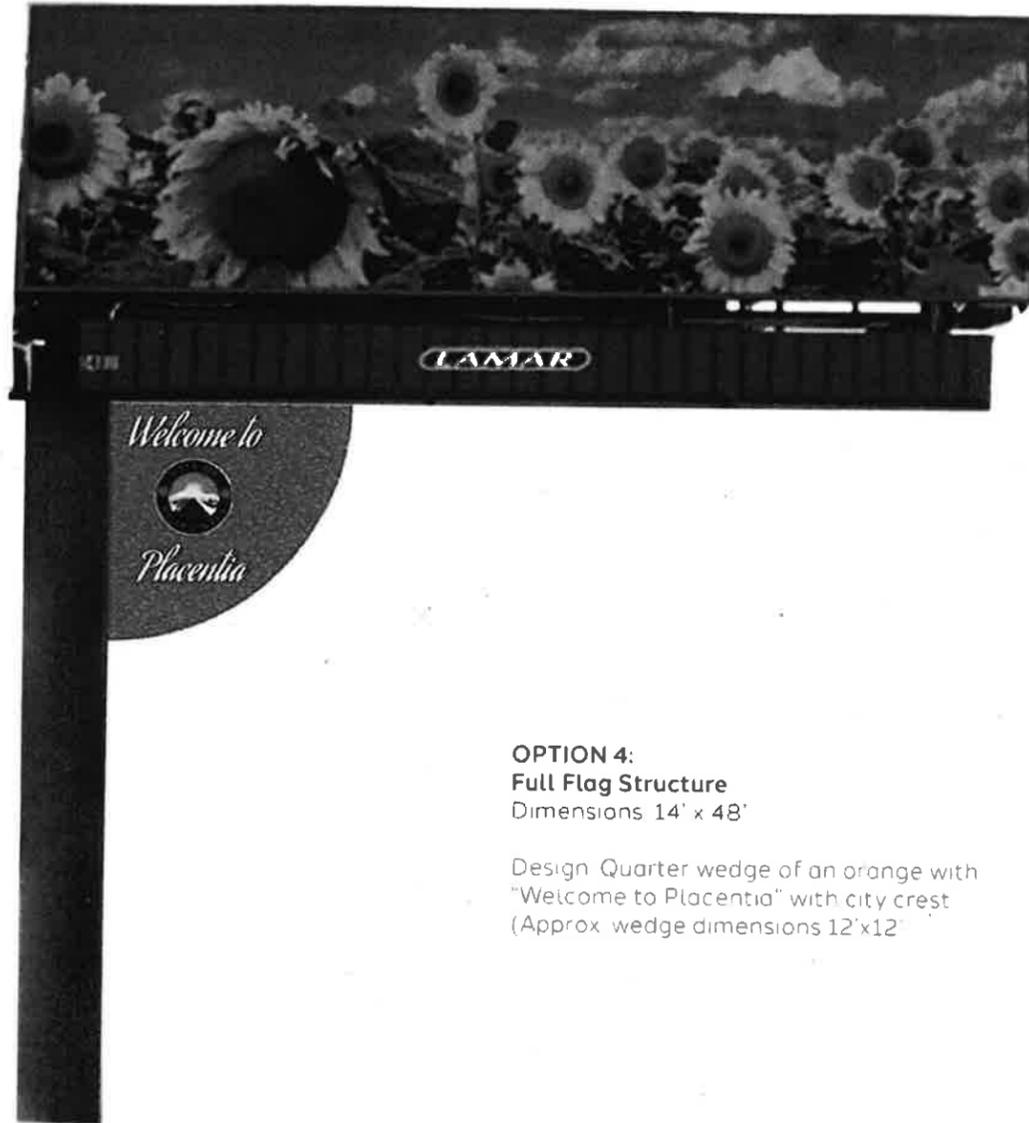
CONCEPTUAL DESIGN



OPTION 3: Monument Font
Full Flag Structure
Dimensions 14' x 48'

Design Quarter wedge of an orange with
"Welcome to Placentia" with city crest
(Approx. wedge dimensions 12'x12')

CONCEPTUAL DESIGN



OPTION 4:
Full Flag Structure
Dimensions 14' x 48'

Design: Quarter wedge of an orange with
"Welcome to Placentia" with city crest
(Approx. wedge dimensions 12'x12')

**APPENDIX 2
DESIGN/BUILD WORK REQUIREMENTS AND
ENVIRONMENTAL MITIGATION**

APPENDIX 3
ESTIMATED OPERATING COSTS

Agency/Sales Commission = \$30,000 (5%) (based on total gross sales of \$600,000 per structure.)

Electrical Expense = \$15,000 (2.5%)

General & Administrative = \$15,000 (2.5%)

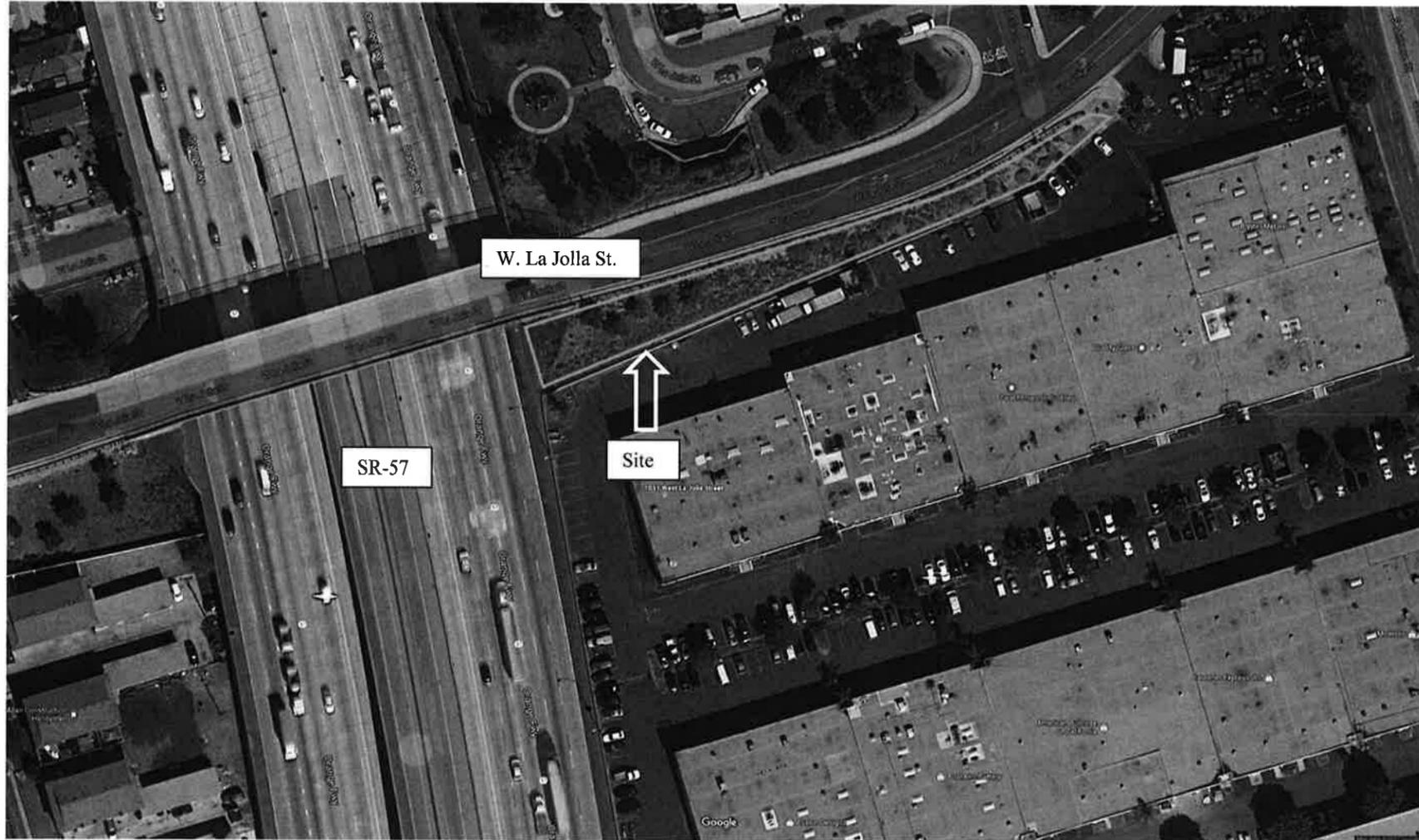
Total: \$60,000 (10.0%)

City of Placentia
 Development Services Department
 401 E. Chapman Ave., Placentia, CA 92870

ENVIRONMENTAL CHECKLIST FORM AND ENVIRONMENTAL DETERMINATION

Project Title:	West La Jolla Street City Entry/Display Sign		
Lead Agency Name & Address:	City of Placentia 401 E. Chapman Ave. Placentia, CA 92870		
Contact Person & Phone No.:	Joe Lambert, Development Services Director (714-993-8124)		
Project Location/Address:	The proposed project would authorize the construction and operation of a freeway-oriented entry sign with digital/static display capabilities on property located on the south side of the 300 block of West La Jolla Street, just east of the 57 Freeway, Placentia, CA		
Nearest Cross Street:	South of W. La Jolla St. between SR-57 and Melrose St.	APN:	See Exhibits A & B (Legal Description)
Project Sponsor's Name & Address:	City of Placentia 401 E. Chapman Ave. Placentia, CA 92870		
General Plan Designation:	Industrial	Zoning:	Manufacturing (PMD)
Overlay Zone/Special District:	PMD Overlay (Planned Manufacturing)		
Project Description and Requested Action: <i>(Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation. Attach additional sheets if necessary)</i>			
<p>The proposed action is an amendment to a Design-Build-Operate-Maintain (DBOM) Agreement between the City of Placentia and Lamar Advertising to allow construction and ongoing operation and maintenance of a double-sided freeway-oriented entry sign with digital/static display capabilities on City-owned property located at 1031 W. La Jolla Street (see Exhibit 1: Vicinity Map and Exhibit 2: Location Map). A "V" shaped sign with two faces approximately 18 ft. high by 48 ft. wide with an overall structure height of not more than approximately 50 ft. above grade as measured at the La Jolla Street property line is proposed. The sign would be supported by a single steel column approximately 4 ft. in diameter placed on a concrete footing approximately 35 ft. deep. Each sign face would include lettering reading "City of Placentia." The south-facing sign face would display changeable advertising messages using digital light emitting diode (LED) technology and the north-facing sign face would utilize a conventional, non-digital static display.</p>			
Existing Conditions of the Project Site:			
<p>The proposed sign would be located on the embankment on the south side of the W. La Jolla Street freeway overpass just east of the SR-57 freeway. The site is designated <i>Industrial</i> in the General Plan and is zoned <i>Manufacturing (Planned Manufacturing Overlay)</i> on the City of Placentia official adopted zoning map. The property is vacant City-owned property with ornamental trees, shrubs and groundcover.</p>			
Surrounding Land Uses and Setting: <i>(Briefly describe the project's surrounding)</i>			
<p>The City of Placentia is located in the northern portion of Orange County. To the north of Placentia is the City of Brea; to the east are the cities of Yorba Linda and Anaheim; to the south is the City of Anaheim; and to the west is the City of Fullerton (see Exhibit 1: Vicinity Map). The project site is bordered on the north by W. La Jolla Street, on the east and south by a light industrial development, and on the west by the SR-57 freeway. To the north across W. La Jolla Street is residential property zoned R-2 (Low-Medium Density Residential). To the west across the SR-57 freeway is a multi-family residential area in the City of Placentia and a multi-family residential area in the City of Anaheim zoned R-4 (Multiple Family Residential).</p>			

Exhibit 2: Location Map



ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a 'Potentially Significant Impact' as indicated by the checklist on the following pages:

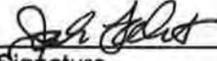
- | | |
|---|---|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Land Use / Planning |
| <input type="checkbox"/> Agriculture and Forestry Resources | <input type="checkbox"/> Mineral Resources |
| <input type="checkbox"/> Air Quality | <input type="checkbox"/> Noise |
| <input type="checkbox"/> Biological Resources | <input type="checkbox"/> Population / Housing |
| <input type="checkbox"/> Cultural Resources | <input type="checkbox"/> Public Services |
| <input type="checkbox"/> Geology /Soils | <input type="checkbox"/> Recreation |
| <input type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Transportation/Traffic |
| <input type="checkbox"/> Hazards & Hazardous Materials | <input type="checkbox"/> Utilities / Service Systems |
| <input type="checkbox"/> Hydrology / Water Quality | <input type="checkbox"/> Mandatory Findings of Significance |

ENVIRONMENTAL DETERMINATION:

On the basis of 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 in 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 'potentially significant unless mitigated' 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 potentially 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.

Joseph Lambert	Development Services Director
_____ Name	_____ Title

	May 24, 2017
_____ Signature	_____ Date

EVALUATION OF ENVIRONMENTAL IMPACTS:	Potentially Significant Impact	Potentially Significant Impact Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
I. AESTHETICS -- Would the project:				
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Analysis:</u>				
a) Have a substantial adverse effect on a scenic vista?				
The proposed sign location is within a highly urbanized area along the SR-57 freeway corridor and no scenic vistas exist at these locations; therefore, the construction of the proposed signs would have a less than significant effect on a scenic vista. No mitigation measures are required.				
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				
There are no designated scenic highways or scenic resources in the vicinity of the proposed sign. Impacts would be less than significant and no mitigation measures are required.				
c) Substantially degrade the existing visual character or quality of the site and its surroundings?				
The project area is fully urbanized; therefore, construction of the proposed sign would not substantially degrade visual quality. Placentia is a highly urbanized city with a population density of more than 7,600 persons per square mile, which ranks 92 nd among the 1,500+ California cities. A well-established principle of CEQA is that <i>context</i> is an important consideration in determining the potential significance of environmental impacts. While the installation of a billboard could be considered to have a potentially significant impact on visual quality in a rural or scenic area, the impact on visual quality would be less than significant adjacent to a freeway in the highly urbanized area surrounding the proposed sign location. No mitigation measures are required.				
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?				
The area adjacent to the proposed sign is fully urbanized with a significant amount of existing light and glare. The proposed sign would incrementally add to the existing level of light and glare in the area. The lighting intensity of billboards adjacent to highways is regulated by <i>California Vehicle Code</i> § 21466.5, which requires the intensity level of billboard copy to be adjusted based on ambient light levels, as follows:				
<i>"No person shall place or maintain or display, upon or in view of any highway, any light of any color of such brilliance as to impair the vision of drivers upon the highway. A light source shall be considered vision impairing when its brilliance exceeds the values listed below. The brightness reading of an objectionable light source shall be measured with a 1-1/2-degree photoelectric brightness meter placed at the driver's point of view. The maximum measured brightness of the light source within 10 degrees from the driver's normal line of sight shall not be more than 1,000 times the minimum measured brightness in the driver's field of view, except that when the minimum measured brightness in the field of view is 10 foot-lamberts or less, the measured brightness of the light source in foot-lambert shall not exceed 500 plus 100 times the angle, in degrees, between the driver's line of sight and the light source."</i>				

EVALUATION OF ENVIRONMENTAL IMPACTS:	Potentially Significant Impact	Potentially Significant Impact Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
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III. AIR QUALITY -- Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:

a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) 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 (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Create objectionable odors affecting a substantial number of people?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Analysis:

Potential impacts to air quality could occur during sign construction and during on-going operation. The following discussion is based on the air quality impact analysis conducted by Giroux and Associates as part of the CEQA analysis for a similar sign project on Placentia Avenue approximately one mile north of the proposed La Jolla Street sign. The Giroux air quality study was part of the IS/MND certified by the City on October 6, 2015. The City finds that because the type of equipment to be used, the duration of construction activities, and ongoing operational characteristics for the proposed W. La Jolla Street sign would be substantially similar to those for the Placentia Avenue sign, the findings from the 2015 air quality analysis accurately reflect potential impacts that would result from the proposed W. La Jolla Street sign.

- a) Conflict with or obstruct implementation of the applicable air quality plan?
- b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?
- c) 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 (including releasing emissions which exceed quantitative thresholds for ozone precursors)?

Construction Emissions

During construction, emissions would be generated by gasoline- or diesel-powered construction equipment. Fugitive dust emissions could also occur during grading, excavation and site preparation. Based upon the anticipated duration of construction and the type of equipment used, the following table summarizes the projected levels of emissions that would be expected to occur compared to the thresholds of significance established by the SCAQMD. As seen in the table, the total projected emissions for both signs would be substantially less than SCAQMD thresholds for all categories of pollutants.

Emission Category	ROG	NOx	CO	SO ₂	PM-10	PM-2.5
Maximal Construction Emissions*	0.7	7.4	4.5	0.0	0.6	0.5
SCAQMD Thresholds*	75	100	550	150	150	55

*Measured in pounds per day

Although emissions would be less than significant without mitigation, the following measures are required by AQMD

EVALUATION OF ENVIRONMENTAL IMPACTS:	Potentially Significant Impact	Potentially Significant Impact Unless Mitigation Incorporated	Less Than Significant Impact	No Impact

regulations and will be required by the City in order to minimize potential impacts.

Mitigation Measures

AQ-1 Fugitive Dust Control. During construction, the following requirements shall be enforced by the City Building Official in order to reduce fugitive dust emissions:

- Prepare a high wind dust control plan.
- Cover all stock piles with tarps at the end of each day or as needed.
- Provide water spray during loading and unloading of earthen materials.
- Minimize in-out traffic from construction zone
- Sweep streets daily if visible soil material is carried out from the construction site

Exhaust Emissions Control. During construction, the following requirements shall be enforced by the City Building Official to reduce equipment exhaust emissions:

- Utilize well-tuned off-road construction equipment.
- Establish a preference for contractors using Tier 3 or better heavy equipment.
- Enforce 5-minute idling limits for both on-road trucks and off-road equipment.

Prior to issuance of any building permits the Building Official shall ensure that these requirements are noted on the construction drawings, and the Building Inspector shall confirm that they are adhered to throughout the entirety of the construction phase.

Operational Emissions

The proposed sign would be hard-wired to the electrical grid and no on-site generators would be used during operation, therefore the sign would not directly generate emissions on site. Off-site emissions could increase incrementally due to an increased demand for electricity from electrical generation facilities. However, electrical consumption has no single uniquely related air pollution emissions source because power is supplied to and drawn from a regional grid. Electrical power is generated regionally by a combination of non-combustion (nuclear, hydroelectric, solar, wind, geothermal, etc.) and fossil fuel combustion sources. There is no direct nexus between consumption and the type of power source or the air basin where the source is located. Operational air pollution emissions from electrical generation are not attributable on a project-specific basis and therefore are considered less than significant. In addition, emissions from fossil fuel generation facilities are expected to decline over time as older plants are upgraded with new pollution control technology or are replaced with cleaner power plants.

During operation, the analysis assumed that routine monthly maintenance would involve light-duty truck traffic to the site, or approximately 12 trips per year. As seen in the following table, total projected emissions for ongoing maintenance would be substantially less than SCAQMD thresholds for all categories of pollutants.

Emission Category	Daily Operational Emissions (lbs/day)					
	ROG	NOx	CO	SO ₂	PM-10	PM-2.5
Estimated Operational Emissions	0.06	0.02	0.16	0.00	<0.01	<0.01
SCAQMD Thresholds	55	55	550	150	150	55

Maintenance vehicles must comply with state and federal emissions regulations, and potential impacts related to ongoing operation would be less than significant. No mitigation measures are required.

- d) **Expose sensitive receptors to substantial pollutant concentrations?**
- e) **Create objectionable odors affecting a substantial number of people?**

During construction, dust and other air pollutants and odors could be generated by gasoline- or diesel-powered equipment. Required compliance with AQMD regulations (e.g., watering to suppress dust, regular maintenance and

EVALUATION OF ENVIRONMENTAL IMPACTS:	Potentially Significant Impact	Potentially Significant Impact Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
tune-ups of construction equipment and vehicle engines, location of staging areas as far as practical from sensitive land uses) and Mitigation Measure AQ-1 would reduce these potential impacts to a level that is less than significant.				
IV. BIOLOGICAL RESOURCES -- 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 Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p><u>Analysis:</u></p> <p>(a-e) The project site has been previously disturbed and no sensitive biological resources, riparian habitat or wetlands are present. Some ornamental or ruderal plants that are currently on site may be removed as part of site preparation. The site is not part of a migratory wildlife corridor. No impacts would occur and no mitigation measures are necessary.</p> <p>f) The site is not part of a Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan. No impacts would occur and no mitigation measures are necessary.</p>				

EVALUATION OF ENVIRONMENTAL IMPACTS:	Potentially Significant Impact	Potentially Significant Impact Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
V. CULTURAL RESOURCES -- Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in 15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to 15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Analysis:</u>				
a) Cause a substantial adverse change in the significance of a historical resource as defined in 15064.5?				
According to the Placentia Historical Resource Survey (2002 Update), the project sites contain no historical resources. No impacts would occur and no mitigation measures are required.				
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to 15064.5?				
Construction of the sign foundation would involve subsurface excavation, which has the potential to disturb archaeological resources that could be present. However, the project site is not located within a known area of archaeological sensitivity (Orange County General Plan, Figure VI-10). In the event that archaeological artifacts were uncovered during construction, Mitigation Measure CUL-1 would reduce this potential impact to a level that is less than significant.				
<i>CUL-1 If evidence of subsurface archaeological or paleontological resources or artifacts is uncovered during excavation, work shall be halted immediately and the City Building Official shall be notified. The Building Official shall require that a cultural resources investigation is conducted by a qualified investigator and if the find is determined to be significant, a mitigation plan shall be implemented to meet the requirements of CEQA Guidelines §15064.5. The Building Official shall ensure that a note describing this requirement is placed on all grading and building plans.</i>				
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				
Construction of the sign foundation would involve subsurface excavation, which has the potential to disturb paleontological resources that could be present. However, the project site is not located within a known area of paleontologic sensitivity (Orange County General Plan, Figure VI-9). Mitigation Measure CUL-1 would reduce this potential impact to a level that is less than significant.				
d) Disturb any human remains, including those interred outside of formal cemeteries?				
The project site has been disturbed during prior construction of the W. La Jolla Street overpass, and therefore it is considered unlikely that human remains in a previously unknown burial site could be encountered during construction of the proposed sign. However, should any human remains be uncovered during construction, Mitigation Measure CUL-2 would reduce impacts in this regard to a level that is less than significant.				
<i>CUL-2 Should any human bone be encountered during excavation, all activity shall cease immediately and the contractor shall notify the City Building Official. The Building Official shall notify the County Coroner pursuant to §§5097.98 and 5097.99 of the Public Resources Code relative to Native American remains. Should the Coroner determine the human remains to be Native American, the Native American Heritage Commission shall be contacted pursuant to Public Resources Code §5097.98, and a mitigation plan shall be developed and implemented pursuant to state law.</i>				

EVALUATION OF ENVIRONMENTAL IMPACTS:	Potentially Significant Impact	Potentially Significant Impact Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
VI. GEOLOGY AND SOILS -- Would the project:				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) 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? Refer to Division of Mines and Geology Special Publication 42.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<u>Analysis:</u>				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) 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? Refer to Division of Mines and Geology Special Publication 42.				
ii) Strong seismic ground shaking?				
iii) Seismic-related ground failure, including liquefaction?				
iv) Landslides?				
<p>The Alquist-Priolo Earthquake Fault Zoning Act was passed in 1972 to mitigate the hazard of surface faulting to structures for human occupancy. The Act's main purpose is to prevent the construction of buildings used for human occupancy on the surface trace of active faults. The law requires the State Geologist to establish regulatory zones (known as Earthquake Fault Zones) around the surface traces of active faults and to issue appropriate maps. ("Earthquake Fault Zones" were called "Special Studies Zones" prior to January 1, 1994.) According to California Department of Conservation maps, the City of Placentia is not affected by any State-established Earthquake Fault Zone. According to the <i>Placentia General Plan</i>, the Whittier Fault forms the northerly extension of the Elsinore Fault (a major active zone). The Whittier Fault is considered potentially active requiring appropriate construction setbacks from its surface trace. Whittier Fault is at least 1,000 feet north of the City limits; therefore, it is not expected to have any direct impact on the proposed sign. Potential impacts related to Alquist-Priolo zones would be less than</p>				

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<p>significant and no mitigation measures are required.</p> <p>Placentia is located within a seismically active region of Southern California. The region's major active faults include the San Andreas, Norwalk, Whittier/Elsinore, Newport/Inglewood, and Sierra Madre/San Fernando faults, among others, which are potential sources of seismic ground shaking within the city. Due to Placentia's location with respect to the known active and potentially active faults present in Southern California, the potential for ground shaking in the city is considered generally moderate. The intensity of ground shaking would depend upon the magnitude of the earthquake, distance to the epicenter, and the geology of the area between the epicenter and the site. The General Plan concluded "the potential hazard of strong ground motion, due to seismic events along the adjacent potentially active fault zones, may be considered in the acceptable category given the mitigating construction techniques available and the numerous advantages offered by the area as a unique living environment." (<i>Placentia General Plan</i>, Seismic Safety Element).</p> <p>According to the California Division of Mines and Geology's <i>Seismic Hazard Zones Maps</i> (Anaheim and Orange Quadrangles) the site is not located in any seismic hazard zone, including liquefaction.</p> <p>The proposed sign would not be occupied, and therefore the only risk due to seismic activity would occur if the structure were to fall onto an occupied building, a person outside a building, or onto a roadway creating a traffic hazard.</p> <p>The City regulates all development under the requirements of the 2016 California Building Code (see PMC Title 20). The effects of ground shaking, landslides and soil conditions would be substantially mitigated through design and construction in conformance with the Building Code and applicable engineering standards. Therefore, the proposed sign would not expose people or structures to significant adverse impacts involving strong seismic ground shaking. No mitigation measures are required.</p> <p>b) Result in substantial soil erosion or the loss of topsoil?</p> <p>Clearing, grading and excavation during construction of the proposed sign could expose soils to short-term erosion by wind and water, and loss of topsoil. Grading and building plans are required to include drainage and erosion control measures to minimize the impacts from erosion and sedimentation during excavation. Required compliance with the National Pollutant Discharge Elimination System (NPDES) and PMC Chapter 16.20, <i>Stormwater Runoff and Urban Pollutant Control</i>, as well as NPDES requirements for erosion control, grading, and soil remediation, would reduce potential impacts to a level that is less than significant. No mitigation measures are necessary.</p> <p>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?</p> <p>The standard requirements listed under items a) and b) above would reduce potential impacts to a less than significant level. No mitigation measures are required.</p> <p>d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?</p> <p>If expansive soil is present, the standard requirements listed under items a) and b) above would reduce potential impacts to a less than significant level. No mitigation measures are required.</p> <p>e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?</p> <p>No septic tanks or wastewater systems are proposed in connection with the project. No impacts would occur and no mitigation measures are necessary.</p>				

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VII. GREENHOUSE GAS EMISSIONS --Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p><u>Analysis:</u></p> <p>Potential impacts related to greenhouse gas emissions could occur during sign construction and during on-going operation. The following discussion is based on the air quality/greenhouse gas impact analysis conducted by Giroux and Associates as part of the CEQA analysis for a similar sign project on Placentia Avenue approximately one mile north of the proposed W. La Jolla Street sign. The Giroux study was part of the IS/MND certified by the City on October 6, 2015. The City finds that because the type of equipment to be used, the duration of construction activities, and ongoing operational characteristics for the proposed W. La Jolla Street sign would be substantially similar to those for the Placentia Avenue sign, the findings of the 2015 greenhouse gas analysis accurately reflect potential impacts that would result from the proposed W. La Jolla Street sign.</p> <p>a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?</p> <p>The CEQA Guidelines require a lead agency to make a good-faith effort based, to the extent possible, on scientific and factual data in order to describe, calculate, or estimate the amount of greenhouse gas (GHG) emissions resulting from a project. They give discretion to the lead agency in whether to:</p> <ol style="list-style-type: none"> 1) Use a model or methodology to quantify GHG emissions resulting from a project, and which model or methodology to use; and/or 2) Rely on a qualitative analysis or performance-based standards. <p>In 2008 the SCAQMD adopted an Interim Quantitative GHG Significance Threshold for industrial projects where the SCAQMD is the lead agency (e.g., stationary source permit projects, rules, plans, etc.) of 10,000 Metric Tons (MT) CO₂ equivalent/year. In 2010, the SCAQMD Working Group released revisions which recommended a threshold of 3,000 MT CO₂e for all land use type projects. This more conservative 3,000 MT/year recommendation has been used as a guideline for this analysis. In the absence of an adopted numerical threshold of significance, project related GHG emissions in excess of the guideline level are presumed to trigger a requirement for enhanced GHG reduction at the project level.</p> <p><u>Construction Emissions</u></p> <p>During construction, emissions would be generated by gasoline- or diesel-powered construction equipment. The anticipated duration of construction for the proposed sign is expected to be approximately 3 to 5 days. Estimated total GHG emissions would be 1.5 MT CO₂e, or less than 0.1 percent of the SCAQMD threshold. Although emissions would be far below the level of significance, required compliance with Mitigation Measure AQ-1 during construction would further reduce GHG emissions.</p> <p><u>Operational Emissions</u></p> <p>The proposed sign would be hard-wired to the electrical grid and no on-site generators would be used. As discussed in the Air Quality analysis, monthly maintenance trips of 50 miles round trip are assumed. Vehicular emissions from 12 maintenance trips per year are estimated to be 0.3 MT CO₂e per year.</p> <p>Indirect emissions would also result from electrical generation for sign lighting. Electricity is generated from a variety</p>				

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<p>of resources at various locations in the western United States. The California Climate Action Registry Protocol (2009) states that each megawatt-hour (MW-HR) of electricity consumption in California results in the release of 0.331 MT of CO₂e. The proposed sign is expected to consume 100 MW-HR/year, which would result in total emissions of 33.1 MT CO₂e.</p> <p>Total operational emissions from both maintenance and electrical generation is estimated to be approximately 33.4 MT CO₂e, which is substantially less than the SCAQMD recommended significance threshold of 3,000 MT/yr. Impacts would be less than significant and no mitigation measures are required.</p> <p>b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?</p> <p>There are no City policies or regulations for greenhouse gas emissions, therefore the applicable GHG planning guidance is Assembly Bill 32. As discussed in a) above, impacts from construction and operation of the proposed sign would be less than significant and would not conflict with any applicable plan, policy or regulation related to greenhouse gas emissions. Impacts would be less than significant and no mitigation measures are necessary.</p>				

VIII. HAZARDS AND HAZARDOUS MATERIALS --Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school??	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Be located on a site which is included on a list of hazardous materials 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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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 for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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<p><u>Analysis:</u></p> <p>a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?</p> <p>During construction, flammable fuels and materials would be used on-site. Existing City building and fire regulations requiring proper safety precautions would reduce this potential impact to a level that is less than significant. No hazardous materials would be expected to be used or stored on-site after completion of construction. Therefore, impacts regarding transport, use or disposal of hazardous materials would be less than significant. No mitigation measures are required.</p> <p>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?</p> <p>As noted in a) above, flammable or hazardous materials could be used during construction; however, standard safety protocols required under City regulations would reduce this potential impact to a level that is less than significant. No mitigation measures are required.</p> <p>c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?</p> <p>The project site is located approximately one-quarter mile southwest of Melrose Elementary School (974 S. Melrose Street). However, since the proposed sign would not emit hazardous emissions or handle acutely hazardous materials, the requirements noted in a) and b), above, would reduce impacts to a level that is less than significant. No mitigation measures are required.</p> <p>d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code §65962.5 and, as a result, would it create a significant hazard to the public or the environment?</p> <p>There are no sites in Placentia on a hazardous materials sites list. No impacts would occur and no mitigation measures are necessary.</p> <p>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 for people residing or working in the project area?</p> <p>There are no airports located within the city or in its immediate vicinity. The nearest airport (Fullerton Municipal Airport) is located approximately 5 miles west of the project site. The project site is outside the Height Restriction Zone area for Fullerton Airport. Therefore, the proposed project would not result in a safety hazard related to aircraft operations. No impacts would occur and no mitigation measures are required.</p> <p>f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?</p> <p>As noted above, the nearest airport is located approximately 5 miles west of the project site. The proposed project would not result in a safety hazard related to aircraft operations. No impacts would occur and no mitigation measures are required.</p> <p>g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?</p> <p>The Placentia Emergency Operations Plan (EOP) provides guidance during emergency situations associated with natural disasters, technological incidents and nuclear defense operations. Additionally, the EOP establishes the emergency organization, assigns tasks, specifies policies and general procedures, and provides for coordination of planning efforts of the various emergency staff and service elements utilizing the Standardized Emergency</p>				

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Management System (SEMS). Construction and operation of the proposed sign would not physically interfere with the EOP. Impacts would be less than significant and no mitigation measures are required.				
<i>h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?</i>				
There are no wildland fire hazard areas near the proposed sign. No impacts would occur and no mitigation measures are required.				
IX. HYDROLOGY AND WATER QUALITY -- Would the project:				
a) Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) 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?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j) Inundation by seiche, tsunami, or mudflow?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<u>Analysis:</u>				
a) Violate any water quality standards or waste discharge requirements?				
Grading and excavation for the proposed sign could expose loose soil to wind and water erosion. If not controlled,				

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<p>the transport of these materials to local waterways could temporarily increase suspended sediment concentrations and release pollutants attached to sediment particles into local waterways. Required compliance with standard grading and building permit erosion control and water quality requirements (e.g., berms, sediment basins and traps, silt fences, straw dikes) would reduce these potential impacts to a level that is less than significant. No mitigation measures are necessary.</p> <p>b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?</p> <p>The proposed sign would not use water, other than for dust suppression during construction, nor substantially interfere with groundwater recharge. Impacts would be less than significant and no mitigation measures are necessary.</p> <p>c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?</p> <p>d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially-increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?</p> <p>e) Create or contribute runoff which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?</p> <p>f) Otherwise substantially degrade water quality?</p> <p>The footing for the sign pole would be approximately 4 feet in diameter (approximately 15 sq. ft.) and would not have a significant effect on drainage patterns or surface runoff. As noted in Section a) above, standard building permit requirements would reduce impacts to water quality to a level that is less than significant. The proposed sign would not have any other adverse effects on water quality and no mitigation measures are necessary.</p> <p>g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?</p> <p>No housing is proposed as part of the project. No impacts would occur and no mitigation measures are necessary.</p> <p>h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?</p> <p>i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?</p> <p>The urbanized portions of Placentia are within the 500-year flood zone, which means the chance of flooding in a given year is two tenths of one percent (0.2%). Therefore, large-scale flooding within the city is unlikely. The city periodically experiences localized flooding during winter storms. Flood abatement measures to reduce the likelihood of flooding have been implemented by the Orange County Flood Control District. According to the Flood Insurance Rate Map for Orange County, the projected 100-year flood zone for Placentia is contained within Carbon Creek, Carbon Creek Channel, Attwood Channel and Tri City Lake. The channels are located in the southern and southeastern portion of Placentia, and the proposed project is not located within those areas. There are no reservoirs near the project site. No impacts would occur and no mitigation measures are necessary.</p> <p>j) Inundation by seiche, tsunami, or mudflow?</p> <p>The project site is not located in an area that could be affected by seiche, tsunami or mudflow. No impacts would occur and no mitigation measures are necessary.</p>				

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X. LAND USE AND PLANNING - Would the project:				
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<u>Analysis:</u>				
a) Physically divide an established community?				
The proposed sign would be located on non-residential property and would not divide established communities. No impacts would occur and no mitigation measures are necessary.				
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?				
The City of Placentia and the California Department of Transportation (Caltrans) have jurisdiction over the proposed project. Section I.d above (Aesthetics/Light and Glare) also addresses the issues subject to Caltrans jurisdiction. Potential conflicts with applicable plans, policies and regulations of the City of Placentia and Caltrans are discussed below.				
Relevant policies contained in the <i>Placentia General Plan</i> include the following:				
<u>Land Use Element</u>				
<i>Policy 2.4: Work closely with developers and other interested parties to develop means by which needed capital facilities can be provided on a long-term basis at little or no capital cost to the City. This could include the use of special assessment districts, developer reimbursement techniques, private-public joint ventures, tax increment financing (redevelopment) and such.</i>				
The proposed project would not conflict with this policy in that it would generate increased revenues for the City's General Fund, which can be used to provide essential public services and facilities such as police and fire protection, parks, libraries, road improvements and maintenance, and various other public services.				
<i>Policy 3.7: Promote exterior signage and lighting to be subdued in character and non-intrusive upon neighboring uses.</i>				
The proposed project would not conflict with this policy in that the proposed sign would be located in an industrial area and oriented toward the freeway, thereby minimizing intrusion upon neighboring uses. Further, the lighting intensity would be limited in conformance with state regulations regarding signage along freeways.				
<u>Circulation Element</u>				
<i>Policy 7: Minimize the use of signs and billboards along arterial highways and ensure the adequate visibility of necessary traffic and informational signs.</i>				

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<p>The proposed project would not conflict with this policy in that this policy does not establish a numerical standard or threshold regulating a number of signs or billboards that are appropriate along any particular arterial highway. "Minimize" is a relative term and does not mean to prohibit. Additionally, the proposed sign would be placed on industrially-zoned property in a heavily developed area along the SR-57 Freeway. Route 57 is designated "Freeway" in the City's General Plan Circulation Element, not an "Arterial Highway." The City has carefully chosen the location and design of the sign to minimize impacts on residential areas.</p> <p><u>State Standards:</u></p> <p>The Outdoor Advertising Act (<i>Business and Professions Code Sec. 5200 et seq.</i>) establishes locational standards for advertising displays along highways. Signs in business areas within 660 feet of a highway under Caltrans jurisdiction must be separated by at least 500 feet (static displays) or 1,000 feet (digital displays) on the same side of the highway. Since the proposed sign would be within 660 feet of the right-of-way of a highway facility under Caltrans jurisdiction, it is subject to Caltrans permitting requirements. The proposed sign would not conflict with those requirements because it would be located on property that is zoned industrial and would not violate applicable spacing requirements.</p> <p>For the reasons noted, potential impacts would be less than significant and no mitigation measures are necessary.</p> <p>c) Conflict with any applicable habitat conservation plan or natural community conservation plan?</p> <p>The project site is not within a habitat conservation plan or NCCP area. No impacts would occur and no mitigation measures are necessary.</p>				
<p>XI. MINERAL RESOURCES -- Would the project:</p>				
<p>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?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>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?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p><u>Analysis:</u></p> <p>There are no mineral resources or recovery areas designated within the area affected by the proposed project. No impacts would occur and no mitigation measures are necessary.</p>				
<p>XII. NOISE --Would the project result in:</p>				
<p>a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

EVALUATION OF ENVIRONMENTAL IMPACTS:	Potentially Significant Impact	Potentially Significant Impact Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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 expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Analysis:

Potential noise impacts could occur during sign construction. The proposed sign would not generate noise during operation, therefore no long-term impacts would occur. The following discussion is based on the noise impact analysis conducted by Giroux and Associates as part of the CEQA analysis for a similar sign project on Placentia Avenue approximately one mile north of the proposed W. La Jolla Street sign. The Giroux study was part of the IS/MND certified by the City on October 6, 2015. The City finds that because the type of equipment to be used, the duration of construction activities, and ongoing operational characteristics for the proposed W. La Jolla Street sign would be substantially similar to those for the Placentia Avenue sign, the findings from the 2015 noise analysis accurately reflects potential impacts that would result from the proposed W. La Jolla Street sign.

a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

Potential short-term noise impacts could occur during construction of the proposed sign.

Short-Term Construction Impacts

City noise standards are established in Chapter 23.76 of the Placentia Municipal Code; however, Section 23.76.070.8 of the Code exempts construction noise from those standards during the hours of 7 a.m. to 7 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday. Noise levels during construction can be estimated based upon the type of construction equipment and duration of construction. No blasting or pile driving would be permitted in connection with sign construction.

The following table summarizes typical noise levels for the types of construction equipment expected to be used during sign construction:

Principal Noise Sources	Reference Noise Level, (Lmax in dBA at 50 feet)
Drill Rig	79
Crane	81
Loader/Backhoe	78
Flat Bed Truck	74

Sources: FHWA, 2011; Giroux & Associates, 2015

The nearest noise-sensitive use to the project site is the residential neighborhood to the north (across W. La Jolla Street) and the closest homes are approximately 200 feet from the proposed sign location. Since noise attenuates by approximately 6 dB per doubling of distance, the expected noise levels for these types of construction equipment would be 12 dB lower and would range from approximately 62 dBA for a flat bed truck to 69 dBA for a crane during the time they are in operation. These noise levels are based on a direct line-of-sight path between the noise source and the receptor, and would be substantially reduced by the W. La Jolla Street bridge located between the

EVALUATION OF ENVIRONMENTAL IMPACTS:	Potentially Significant Impact	Potentially Significant Impact Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>construction site on the south side and the residences on the north side.</p> <p>These estimated noise levels would be less than significant when considering that construction activity would be expected to last only 3 to 5 days and City noise regulations limit construction to daytime hours. No mitigation measures are required.</p> <p>b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?</p> <p>Construction activities generate ground-borne vibration when heavy equipment travels over unpaved surfaces or when it is engaged in soil movement. Excessive groundborne vibration is typically caused by activities such as blasting in mining operations or pile driving. No blasting or pile driving would occur during construction of the proposed sign.</p> <p>The effects of ground-borne vibration include discernable movement of building floors, rattling of windows, shaking of items on shelves or hanging on walls, and rumbling sounds. Vibration-related problems generally occur due to resonances in the structural components of a building because structures amplify groundborne vibration. Within the "soft" sedimentary surfaces of much of Southern California, ground vibration is quickly damped out. Groundborne vibration is almost never annoying to people who are outdoors.</p> <p>Groundborne vibration from construction activities rarely reach levels that can damage structures. Because vibration is typically not an issue, very few jurisdictions have adopted vibration significance thresholds. Vibration thresholds have been adopted for major public works construction projects, but these relate mostly to structural protection (cracking foundations or stucco) rather than to human annoyance.</p> <p>The nearest residence is approximately 200 feet from the construction site. When considering that construction is expected to last only 3 to 5 days and is restricted by City regulations to daytime hours, vibration impacts would be less than significant. No mitigation measures are required.</p> <p>c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?</p> <p>As noted under item a) above, the proposed sign would not result in a permanent increase in noise levels. No impacts would occur and no mitigation measures are necessary.</p> <p>d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?</p> <p>Temporary noise impacts would occur during construction of the proposed sign. As discussed in a) and b) above, temporary impacts during construction would be less than significant and no mitigation is required.</p> <p>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 expose people residing or working in the project area to excessive noise levels?</p> <p>As noted in the previous discussion in <i>Section VIII. Hazards and Hazardous Materials</i>, the project site is not located near an airport; therefore, no impacts would occur. No mitigation measures are necessary.</p> <p>f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?</p> <p>As noted in the previous discussion in <i>Section VIII. Hazards and Hazardous Materials</i>, the project site is not located near an airport; therefore, no impacts would occur. No mitigation measures are necessary.</p>				

EVALUATION OF ENVIRONMENTAL IMPACTS:	Potentially Significant Impact	Potentially Significant Impact Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
XIII. POPULATION AND HOUSING -- Would the project:				
a) Induce substantial 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)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p><u>Analysis:</u></p> <p>a) Induce substantial 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)?</p> <p>Construction of the proposed sign would have no effect on population growth. No impacts would occur and no mitigation measures are necessary.</p> <p>b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?</p> <p>c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?</p> <p>The project site is vacant and construction of the proposed sign would not result in the displacement of housing or people. No impacts would occur and no mitigation measures are necessary.</p>				
XIV. PUBLIC SERVICES				
<p>a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, 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:</p>				
Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p><u>Analysis:</u></p> <p>The proposed sign would not generate additional demand for fire protection, police protection, schools, parks or other public facilities as the sign would not create a habitable space or use unusual sources of energy or materials for operation that would require specific City responses outside of routine and anticipated calls for service from City emergency responders and public works crews. No impacts would occur and no mitigation measures are necessary.</p>				
XV. RECREATION				
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

EVALUATION OF ENVIRONMENTAL IMPACTS:	Potentially Significant Impact	Potentially Significant Impact Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>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?</p> <p><u>Analysis:</u></p> <p>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?</p> <p>The proposed sign would have no impact on the use of parks and recreational facilities, as the project would not create habitable space nor employees who frequently work at the site; therefore, no mitigation measures are necessary.</p> <p>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?</p> <p>The proposed project does not include recreational facilities and would not require expansion of any recreational facilities as the project would not create habitable space nor employees who frequently work at the site. No impacts would occur and no mitigation measures are necessary.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
XVI. TRANSPORTATION/TRAFFIC -- Would the project:				
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable congestion management program, including but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Result in inadequate emergency access?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Responses:</u>				
<p>a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulating system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?</p>				

EVALUATION OF ENVIRONMENTAL IMPACTS:	Potentially Significant Impact	Potentially Significant Impact Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>The proposed sign would not generate traffic, other than short-term traffic during construction and ongoing occasional maintenance, or result in any changes to streets, highways or other transportation facilities. Therefore, potential impacts on the performance of the circulation system would be less than significant. No mitigation measures are necessary.</p> <p>b) Conflict with an applicable congestion management program, including but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?</p> <p>The proposed sign would not generate traffic, other than short-term traffic during construction and ongoing occasional maintenance, or result in any changes to streets, highways or other transportation facilities. Therefore, the project would have a less than significant impact on circulation system level of service and other standards for roads or highways. No mitigation measures are necessary.</p> <p>c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?</p> <p>The proposed sign would have no effect on demand for air travel or air traffic patterns. No impacts would occur and no mitigation measures are necessary.</p> <p>d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?</p> <p>Billboard signs visible from roadways have the potential to distract drivers and result in safety hazards; however, existing state and federal regulations and guidelines for digital billboards would reduce these potential impacts to a level that is less than significant.</p> <p>The Federal Highway Administration (FHWA) has issued recommendations regarding outdoor advertising signs adjacent to highways (FHWA, 2007) and the California Department of Transportation (Caltrans) implements the permit requirements of the state Outdoor Advertising Act (<i>Business and Professions Code, §2240 et seq.</i>) affecting the operation of digital billboards. A permit from Caltrans is required to place an outdoor advertising sign adjacent to a state highway. State standards relating to highway safety include the following:</p> <ul style="list-style-type: none"> • Must be outside the right of way of any highway. • Display must be 500 feet from any other permitted display on same side of any highway that is a freeway. • An electronic changeable message center display must meet the above spacing requirements and be 1,000 feet from another electronic message center display. • Maximum height for the advertising display area is 25 feet in height and 60 feet in length, not to exceed an overall maximum of 1,200 square feet. • The lighting intensity of digital displays is regulated by <i>California Vehicle Code Sec. 21466.5</i> <p>In addition to these state standards, the FHWA has issued recommendations regarding digital billboards, including the following:</p> <ul style="list-style-type: none"> • Duration of message display of between 4 and 10 seconds, with 8 seconds recommended • Transition between messages between 1 and 4 seconds, with 1-2 seconds recommended • Brightness should be adjusted in response to changes in light levels so that the signs are not unreasonably bright for the safety of the motoring public. <p>As stated in Mitigation Measure AES-1, the proposed sign would be required to comply with Caltrans standards and FHWA recommendations. These requirements would reduce potential impacts to traffic safety to a level that is less than significant. No additional mitigation measures are necessary.</p>				

EVALUATION OF ENVIRONMENTAL IMPACTS:	Potentially Significant Impact	Potentially Significant Impact Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
e) Result in inadequate emergency access?				
<p>Temporary lane closures may be necessary during construction, which could interfere with emergency access. Mitigation Measure T-1 would reduce this impact to a level that is less than significant.</p> <p><u>Mitigation Measure:</u></p> <p>T-1 Prior to commencement of construction, the contractor shall identify any necessary temporary lane closures and appropriate methods that will be taken to ensure public safety and emergency access during construction, in a manner meeting the approval of the Building Official and the City Traffic Engineer.</p>				
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?				
<p>The proposed sign would have no effect on the use or safety of public transit, bicycles or pedestrian facilities. During construction, Mitigation Measure T-1 would reduce potential impacts to the safety of pedestrians, bicyclists and busses to a level that is less than significant.</p>				

XVII. UTILITIES AND SERVICE SYSTEMS --Would the project:

a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) 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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Comply with federal, state, and local statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Responses:

a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?

The proposed sign would not generate wastewater. No impacts would occur and no mitigation measures are necessary.

b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

Water usage would be limited to temporary watering for dust suppression during construction. Demand for construction of new water facilities would therefore be less than significant. No mitigation measures are necessary.

EVALUATION OF ENVIRONMENTAL IMPACTS:	Potentially Significant Impact	Potentially Significant Impact Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?</p> <p>The proposed sign would have no effect on stormwater drainage facilities. No impacts would occur and no mitigation measures are necessary.</p> <p>d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?</p> <p>The proposed sign would not require the use of water, other than temporary watering for dust suppression during construction. Impacts would be less than significant and no mitigation measures are necessary.</p> <p>e) 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?</p> <p>The proposed sign would not generate wastewater. No impacts would occur and no mitigation measures are necessary.</p> <p>f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?</p> <p>g) Comply with federal, state, and local statutes and regulations related to solid waste?</p> <p>The proposed sign would not generate solid waste, other than minimal construction debris. No impacts would occur and no mitigation measures are necessary.</p>				

XVIII. MANDATORY FINDINGS OF SIGNIFICANCE

<p>a) Does the project have the potential to 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, 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?</p> <p>The project site contains no known biological or historical resources, and proposed mitigation measures would reduce impacts to historical resources to a level that is less than significant.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>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)?</p> <p>Two similar freeway-oriented signs currently exist in Placentia, on the west side of SR-57 just south of the Placentia Avenue underpass (approximately 4,400 feet north of the proposed project) and on the east side of SR-57 south of Crowther Avenue (approximately 2,600 feet north of the proposed project). Existing regulations require a minimum separation of 1,000 feet between digital signs on the same side of a freeway in order to reduce potential cumulative impacts. Although cumulative impacts could occur from the proposed project in connection with the two existing signs, the standards established by state and federal regulations and policies, including the required separation</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

EVALUATION OF ENVIRONMENTAL IMPACTS:	Potentially Significant Impact	Potentially Significant Impact Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>between billboards, and the proposed mitigation measures would substantially reduce potential cumulative impacts to a level that is less than significant. Other potential cumulative impacts due to construction, such as air emissions, soil erosion and noise, would also be substantially reduced by existing regulations and the mitigation measures described above to a level that is less than significant.</p>				
<p>c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?</p> <p>The existing standards for billboards established by state and federal regulations and policies and the mitigation measures described in this Initial Study would reduce potential impacts on human beings to a level that is less than significant.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REFERENCES

California Department of Conservation, Division of Mines and Geology, *Seismic Hazard Zones Maps – Anaheim and Orange Quadrangles*, 1998

California Department of Transportation, *Outdoor Advertising Act and Regulations, 2014 Edition*
[http://www.dot.ca.gov/oda/download/ODA Act & Regulations.pdf](http://www.dot.ca.gov/oda/download/ODA_Act_&_Regulations.pdf)

City of Placentia, *General Plan*

City Placentia, *Municipal Code*

City of Placentia, *Initial Study/Mitigated Negative Declaration for the Freeway-Oriented City Entry/Display Signs Project*, certified October 6, 2015

Daktronics, *Lighting Analysis for Digital Billboard at 1031 W La Jolla St in Placentia*, May 12, 2017

Federal Highway Administration, *Guidance On Off-Premise Changeable Message Signs*, September 25, 2007
http://www.fhwa.dot.gov/real_estate/practitioners/oac/policy_and_guidance/offprmsgsguid.cfm

Outdoor Advertising Association of America, *Digital Billboard Lighting Measurement*, December 2013

EXHIBIT "A"
LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TRACT NO. 15395, RECORDED IN BOOK 807, PAGES 33 THROUGH 39 INCLUSIVE, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY;

THENCE, ALONG THE SOUTHEASTERLY CALTRANS RIGHT-OF-WAY AS SHOWN ON RIGHT-OF-WAY MAP F-1836-16A, NORTH 34°14'33" EAST A DISTANCE OF 80.25 FEET;

THENCE, NORTH 74°09'24" EAST A DISTANCE OF 197.74 FEET TO THE BEGINNING OF A 516.00 FOOT RADIUS TANGENT CURVE CONCAVE TO THE NORTHWEST;

THENCE, ALONG SAID CURVE AN ARC DISTANCE OF 247.72 FEET, THROUGH A CENTRAL ANGLE OF 27°30'23";

THENCE, NORTH 47°35'44" EAST A DISTANCE OF 25.85 FEET, TO AN ANGLE POINT ON THE NORTHERLY LINE OF SAID TRACT NO. 15395;

THENCE, ALONG SAID NORTHERLY LINE OF SAID TRACT NO. 15394, SOUTH 32°50'35" WEST A DISTANCE OF 65.00 FEET;

THENCE, CONTINUING SAID NORTHERLY LINE OF SAID TRACT NO. 15394, SOUTH 50°46'36" WEST A DISTANCE OF 90.62 FEET;

THENCE, CONTINUING SAID NORTHERLY LINE OF SAID TRACT NO. 15394, SOUTH 67°55'00" WEST A DISTANCE OF 391.04 FEET TO THE **POINT OF BEGINNING**.

SUBJECT TO ALL RESERVATIONS, RESTRICTIONS, EASEMENTS, OFFERS OF DEDICATION, RIGHTS AND RIGHT OF WAYS OF RECORD.

CONTAINING APPROXIMATELY 13,062 SQUARE FEET.

This legal description was prepared by me or under my direction.



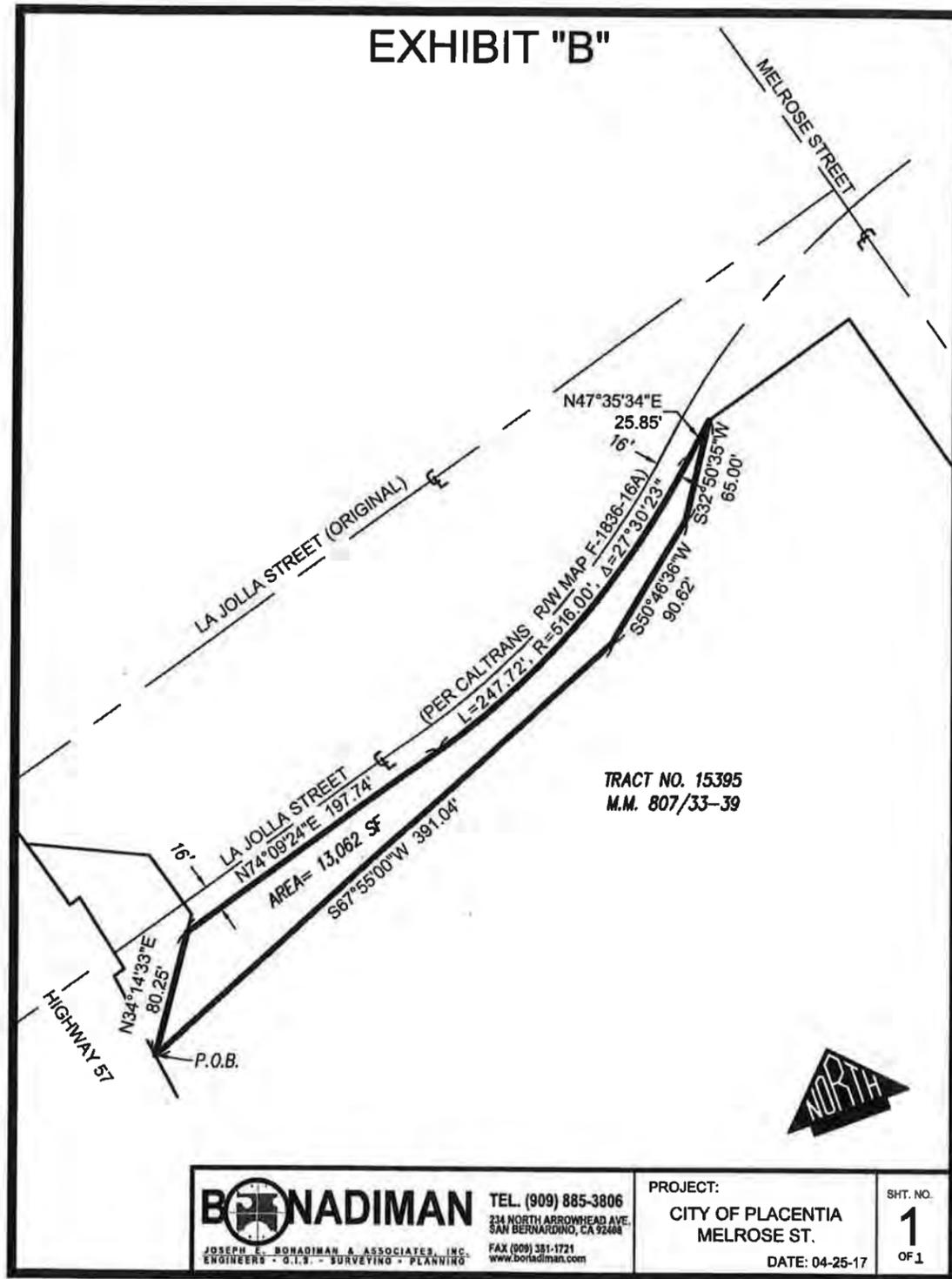
Edward J. Bonadiman, PLS

4-27-17

Date



EXHIBIT "B"



BONADIMAN
 JOSEPH E. BONADIMAN & ASSOCIATES, INC.
 ENGINEERS • S.I.T. • SURVEYING • PLANNING
 TEL. (909) 885-3806
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 SAN BERNARDINO, CA 92408
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 www.bonadiman.com

PROJECT:
 CITY OF PLACENTIA
 MELROSE ST.
 DATE: 04-25-17

SHT. NO.
1
 OF 1

APPENDIX A

LIGHTING STUDY

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DAKTRONICS

201 Daktronics Dr. PO Box 5128
Brookings, SD 57006-5128

tel 605-325-7446 605-692-0200
fax 605-692-0281

www.daktronics.com

May 12, 2017

City of Placentia, CA

Re: Lighting Analysis for Digital Billboard at 1031 W La Jolla St in Placentia

To Whom This May Concern:

The accompanying graph pertains to the single-sided digital billboard proposed to be installed at 1031 W La Jolla St, Placentia, CA 92870. We hope you find the following information beneficial.

The accompanying graph depicts illumination levels in footcandles that the proposed display will produce based on nighttime running levelsⁱ at a measurement height of five feet above ground level (which is approximately eye height).ⁱⁱ These levels are based on a worst-case scenario of an all-white display. Actual levels will be much lower than what is represented on the graphs, as typical content runs at 25 to 35 percent of the brightness of an all-white display.

It is important to note that the accompanying graph assumes absolute darkness with regard to surrounding ambient light. In other words, the presence of ambient light producing elements at night including but not limited to roadway lighting, residential lighting, commercial lighting, the moon, etc. will further diminish the impact of the light output from the display in question.

It is also important to note the lighting analysis as it pertains to the neighboring properties across the freeway, ~350 ft west of the proposed display. The highest lighting calculation is 0.03 footcandles at a distance of 450 ft and at an angle of 40 degrees. This means at the aforementioned distance and angle the billboard is 3% of the light from a single wax candle measured one foot away. Distances and angles beyond this location would see less illumination. Additionally, as mentioned above, typical content runs on average 25 to 35% of the brightness of an all-white display. Furthermore, the lighting analysis does not factor surrounding ambient light such as roadway lighting from Orange Freeway. Thus, based on the lighting analysis completed, Daktronics estimates the display will have a minimal light impact on the neighboring properties that are located across the freeway, ~350 ft west of the proposed display.

Furthermore, Daktronics digital billboards produce directional illumination. The light shines in an out and downward fashion that limits illumination onto unintended areas. Also, the proposed digital billboard is equipped with a light sensor allowing for automatic dimming utilizing 256 levels of dimming. The billboard's dimming capabilities also allows it to not exceed 0.3 foot candles above ambient light as measured from 250 feet from the sign at a height of five feet above ground level. This recommendation is based on digital billboard illumination lighting levels from the Outdoor Advertising Association of America and has been implemented in numerous states and municipalities throughout the U.S.

Finally, it is important to note the illumination levels are only representative of Daktronics digital billboards. Other digital display manufacturers may use different LEDs which have different light emissions.



DAKTRONICS

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Daktronics is committed to providing digital displays that adhere to the regulatory environment, working closely with our customers for a responsible approach to the market.

Please let me know if you have any questions or concerns.

Sincerely,
Daktronics, Inc.



Glen Wiebe
Applications Engineer
605-692-0200 ext 56835

ⁱ Please note, while the sign's brightness during daylight hours would be almost always incidental, there may be times in which the sign would produce illumination levels above ambient light during such hours. Examples when such an occurrence could happen would be during a very dark and stormy day. It is important to note, however, that the sign is equipped with a working photo-sensor that automatically adjusts its brightness based on ambient light. The photo-sensor adjusts the sign's brightness to lower levels, preventing the sign from appearing overly bright during those rare occasions where its brightness would exceed ambient light.

ⁱⁱ Also note, the illumination levels cited take into account a height above ground level of 50'. These levels provide the illumination which will be measured by the testing meter located 5 feet above ground level.





Light Analysis for Digital Billboard 14' x 48'

GPS Coordinates 33.857473, -117.875403

1031 W La Jolla St, Placentia, CA

Values expressed are specific to Daktronics product only

Date: 05/18/2017

Prepared by: Glen Wiebe



-Display at Maximum Brightness of 195 Nits - Nighttime Value
-Calculations take into account a 50' HAGL
-Any rise or fall in elevation or physical blockage is not shown in calculations

*Calculations are based on Red, Green, and Blue LEDs (White Content) powered to their maximum potential for nighttime viewing. Values are shown in Footcandles. The average value under normal usage is 25 - 35% of maximum values shown

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APPENDIX B

**DIGITAL BILLBOARD LIGHTING MEASUREMENT
OUTDOOR ADVERTISING ASSOCIATION OF AMERICA**

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DIGITAL BILLBOARD LIGHTING MEASUREMENT

How to Measure Footcandles in the Field- Without Sign Company Knowledge

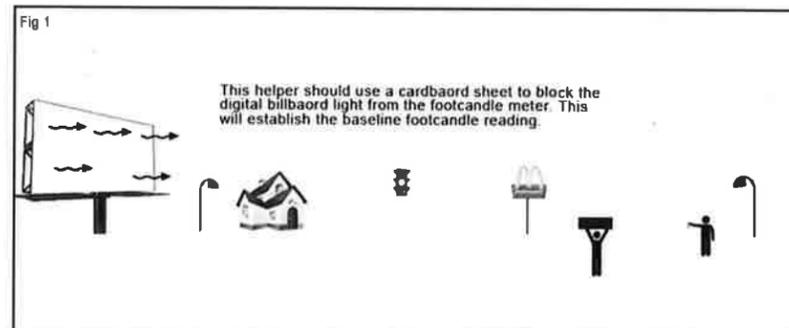
After a digital billboard is installed, there will be instances where it is desired to evaluate the billboard illumination to ensure that it does not exceed the brightness levels recommend by the OAAA. This procedure is extremely simple and requires only a footcandle meter and a piece of cardboard cut to the proper size.

The billboard illumination test is based on ensuring that a certain footcandle (fc) level, created by the digital billboard, is not exceeded at a chosen distance. What is needed to test this illumination level is to block the digital billboard light to establish a baseline reading. Remove the block and measure again while the digital billboard is operating. If the difference between the baseline illuminance level and the subsequent illuminance readings is 0.3 fc, or less, then the billboard luminance is in compliance.

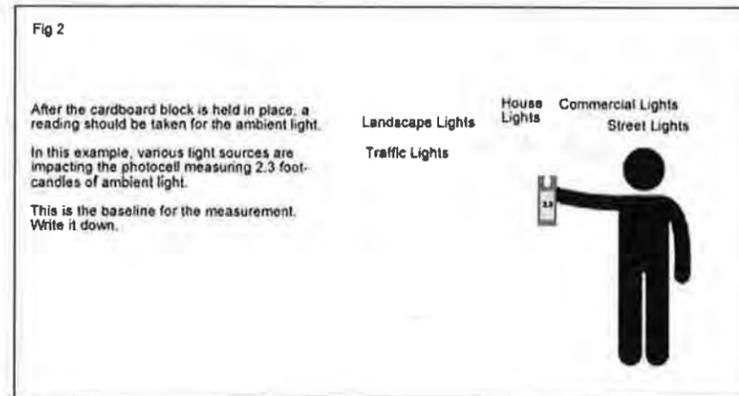
Steps

1. Based on the size of the digital display, the person conducting the test should position themselves as close to directly in front of the digital display as practical, at the following distances:

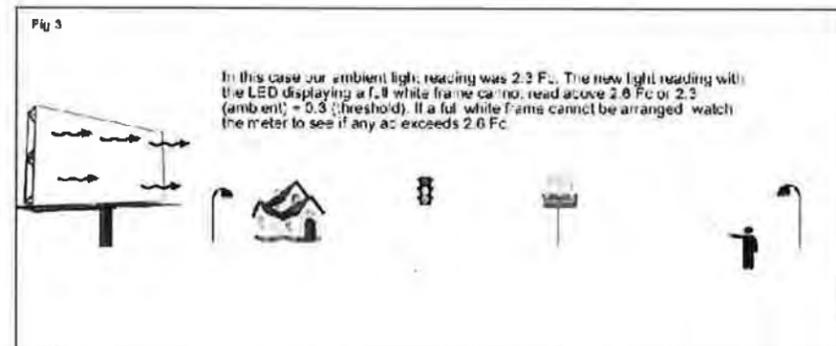
Billboard Nominal Face Dimensions (ft.)	Distance in (ft.)
11 x 22	150
10.5 x 36	200
14 x 48	250
20 x 60	350



2. A helper should position themselves about 7' to 10' in front of the light meter and hold up an opaque, black sheet of material that is roughly 12" high by 40" wide. (Regular cardboard painted black works well for this.) The sheet should be positioned so it blocks all light from the digital billboard but still allows the remaining ambient light to register on the footcandle meter.



- 3 The footcandle meter should be held at a height of about 5 ft. (which is approximately eye level) and aimed directly at the digital billboard. The footcandle meter will account for surrounding sources of light or the absence thereof.



- 4 At this point, readings should be taken from the footcandle meter to establish a baseline illumination level. (It is recommended that the footcandle meter is capable of levels to 2 decimal places 0.00).
- 5 Once the baseline level is established, add 0.3 fc to the baseline level to calculate the max brightness limit. (For example: Baseline reading is 3.15 fc. The Max brightness level is 3.45 fc.)
- 6 Remove the opaque sheet from blocking the digital billboard.
- 7 Watch the footcandle meter for 3 to 5 minutes to see if the max brightness level is exceeded by any of the images on the digital billboard.
 - a If the readings do not exceed the max brightness levels, then the billboard illumination is in compliance.
 - b If any of readings consistently exceed the max brightness level, the lighting level is not in compliance.

For additional information, visit www.oaaa.org/OAAAGuidelines for the Explanation of OAAA Recommended Brightness Guidelines

**Mitigation Monitoring and Reporting Program
West La Jolla Street City Entry/Display Sign**

Mitigation Measure	Implementation Responsibility	Monitoring Responsibility	Timing	Confirmation
<p>AES-1 Lighting intensity levels for the sign shall not exceed the current standards set forth in the California Vehicle Code, California Outdoor Advertising Act, or Federal Highway Administration guidelines or regulations, whichever is most restrictive, as they may be amended from time to time. Prior to issuance of building permits for the sign, evidence shall be submitted in a manner acceptable to the City Engineer demonstrating that the design and operational characteristics of the sign comply with all state and federal standards, and all required Caltrans permits have been obtained.</p>	City Engineer	Development Services Director	Prior to issuance of a building permit	
<p>AES-2 To ensure that the lighting intensity level is consistent with those described in the lighting analysis (Appendix A), quarterly field monitoring shall be conducted by a qualified technician approved by the City using the method described in the OAAA publication titled "Digital Billboard Footcandle Measurement" (Appendix B). If field monitoring indicates that the lighting intensity level exceeds those described in the lighting analysis, the City Engineer shall immediately cause the sign's operation be modified to conform to the lighting analysis.</p>	City Engineer	Development Services Director	Quarterly field monitoring	
<p>AQ-1 <u>Fugitive Dust Control</u>. During construction, the following requirements shall be enforced by the City Building Official in order to reduce fugitive dust emissions:</p> <ul style="list-style-type: none"> • Prepare a high wind dust control plan. • Cover all stock piles with tarps at the end of each day or as needed. • Provide water spray during loading and unloading of earthen materials. • Minimize in-out traffic from construction zone • Sweep streets daily if visible soil material is carried out from the construction site <p><u>Exhaust Emissions Control</u>. During construction, the following requirements shall be enforced by the City Building Official to reduce equipment exhaust emissions:</p> <ul style="list-style-type: none"> • Utilize well-tuned off-road construction equipment. • Establish a preference for contractors using Tier 3 or better heavy equipment. 	Contractor	Building Official Building Inspector	<p>Prior to issuance of a building or grading permit</p> <p>During construction</p>	

**Mitigation Monitoring and Reporting Program
West La Jolla Street City Entry/Display Sign**

Mitigation Measure	Implementation Responsibility	Monitoring Responsibility	Timing	Confirmation
<ul style="list-style-type: none"> Enforce 5-minute idling limits for both on-road trucks and off-road equipment. <p>Prior to issuance of any building permits the Building Official shall ensure that these requirements are noted on the construction drawings, and the Building Inspector shall confirm that they are adhered to throughout the entirety of the construction phase.</p>				
<p>CUL-1 If evidence of subsurface archaeological or paleontological resources or artifacts is uncovered during excavation, work shall be halted immediately and the City Building Official shall be notified. The Building Official shall require that a cultural resources investigation is conducted by a qualified investigator and if the find is determined to be significant, a mitigation plan shall be implemented to meet the requirements of CEQA Guidelines §15064.5. The Building Official shall ensure that a note describing this requirement is placed on all grading and building plans.</p>	Contractor	Building Official	<p>Prior to issuance of a building or grading permit</p> <p>During construction</p>	
<p>CUL-2 Should any human bone be encountered during excavation, all activity shall cease immediately and the contractor shall notify the City Building Official. The Building Official shall notify the County Coroner pursuant to §§5097.98 and 5097.99 of the Public Resources Code relative to Native American remains. Should the Coroner determine the human remains to be Native American, the Native American Heritage Commission shall be contacted pursuant to Public Resources Code §5097.98, and a mitigation plan shall be developed and implemented pursuant to state law.</p>	Contractor Building Official County Coroner	Building Official	During construction	
<p>T-1 Prior to commencement of construction, the contractor shall identify any necessary temporary lane closures and appropriate methods that will be taken to ensure public safety and emergency access during construction, in a manner meeting the approval of the Building Official and the City Traffic Engineer.</p>	Contractor	Building Official; City Traffic Engineer	Prior to commencement of construction	

POSTED

MAY 26 2017

HUGH NGUYEN, CLERK-RECORDER

BY:  DEPUTY

**NOTICE OF INTENT TO
ADOPT A MITIGATED NEGATIVE DECLARATION**

To: Orange County Clerk-Recorder and Office of Planning and Research
12 Civic Center Plaza, Room 101 State Clearinghouse
Santa Ana, CA 92701 1400 Tenth Street
Sacramento, CA 95814

From: City of Placentia
401 E. Chapman Avenue
Placentia, CA 92870

Subject: Filing of Notice of Intent to Adopt a Mitigated Negative Declaration in compliance with Section 21092.3 of the Public Resources Code.

Project Title: West La Jolla Street City Entry/Display Sign

Not yet assigned Joseph Lambert, Director of Development Services (714) 993-8234
State Clearinghouse Number Lead Agency Contact Person/ Telephone
Number PROJECT APPLICANT

Project Location:

The south side of the 300 block of West La Jolla Street, just east of the 57 Freeway, Placentia, CA, 92870.

Project Description:

The City of Placentia has prepared an Initial Study for the West La Jolla Street City Entry/Display Sign Project, which recommends that a Mitigated Negative Declaration (MND) be issued, and the City has authorized the release of a proposed MND for public review and comment for this project. The proposed project would authorize the construction and operation of a freeway-oriented entry sign with digital/static display capabilities on property located on the south side of the 300 block of West La Jolla Street, just east of the 57 Freeway, Placentia, CA.

Proposed Review Process:

The draft Initial Study and MND can be reviewed at the City's office listed below. The period of review will be from May 30 to June 29, 2017. Questions regarding the Initial Study/MND may be submitted to Joseph Lambert at the address listed below, and written comments must be submitted no later than 6:00 p.m. on June 29, 2017 directed to:

Joseph Lambert, Director of Development Services
City of Placentia
401 E. Chapman Avenue
Placentia, Ca 92870
(714) 993-8124
Email: jlambert@placentia.org

The proposed project and Initial Study/MND is tentatively scheduled for consideration by the Placentia City Council at its meeting of July 11, 2017 at 7:00 p.m. in the Council Chambers located at 401 E. Chapman Avenue, Placentia, CA. The technical and environmental issues related to this project may be discussed at this meeting. If you challenge this proposed action in court, you may be limited to raising only those issues you or someone else raised at the public meeting described in this notice, or in written correspondence delivered to the City Clerk at, or prior to, the public meeting.



Signature
Joseph Lambert

Director of Development Services
Title

May 26, 2017
Date



Edmund G. Brown Jr
Governor

STATE OF CALIFORNIA
Governor's Office of Planning and Research
State Clearinghouse and Planning Unit



Ken Alex
Director

June 27, 2017

Joe Lambert
City of Placentia
401 East Chapman Avenue
Placentia, CA 92870

Subject: W. La Jolla Street City Entry/Display Sign
SCH#: 2017051077

Dear Joe Lambert:

The State Clearinghouse submitted the above named Mitigated Negative Declaration to selected state agencies for review. On the enclosed Document Details Report please note that the Clearinghouse has listed the state agencies that reviewed your document. The review period closed on June 26, 2017, and the comments from the responding agency (ies) is (are) enclosed. If this comment package is not in order, please notify the State Clearinghouse immediately. Please refer to the project's ten-digit State Clearinghouse number in future correspondence so that we may respond promptly.

Please note that Section 21104(c) of the California Public Resources Code states that:

"A responsible or other public agency shall only make substantive comments regarding those activities involved in a project which are within an area of expertise of the agency or which are required to be carried out or approved by the agency. Those comments shall be supported by specific documentation."

These comments are forwarded for use in preparing your final environmental document. Should you need more information or clarification of the enclosed comments, we recommend that you contact the commenting agency directly.

This letter acknowledges that you have complied with the State Clearinghouse review requirements for draft environmental documents, pursuant to the California Environmental Quality Act. Please contact the State Clearinghouse at (916) 445-0613 if you have any questions regarding the environmental review process.

Sincerely,

Scott Morgan
Director, State Clearinghouse

Enclosures
cc: Resources Agency

**Document Details Report
State Clearinghouse Data Base**

SCH# 2017051077
Project Title W. La Jolla Street City Entry/Display Sign
Lead Agency Placentia, City of

Type MND Mitigated Negative Declaration
Description Approval of a design/build/operate/maintain agreement for construction of a freeway oriented entry sign adjacent to the SR 57 freeway.

Lead Agency Contact

Name Joe Lambert
Agency City of Placentia
Phone (714) 993-8124 **Fax**
email
Address 401 East Chapman Avenue
City Placentia **State** CA **Zip** 92870

Project Location

County Orange
City
Region
Lat / Long
Cross Streets W. La Jolla St east of SR 27
Parcel No.
Township **Range** **Section** **Base**

Proximity to:

Highways 91, 57
Airports
Railways BNSF
Waterways Santa Ana River
Schools Melrose ES
Land Use industrial/manufacturing

Project Issues Aesthetic/Visual; Agricultural Land; Air Quality; Archaeologic-Historic; Biological Resources; Drainage/Absorption; Flood Plain/Flooding; Forest Land/Fire Hazard; Geologic/Seismic; Landuse; Minerals; Noise; Public Services; Recreation/Parks; Soil Erosion/Compaction/Grading; Solid Waste; Toxic/Hazardous; Traffic/Circulation; Vegetation; Water Quality; Water Supply; Wetland/Riparian; Wildlife

Reviewing Agencies Resources Agency; Department of Fish and Wildlife, Region 5; Department of Parks and Recreation; Department of Water Resources; California Highway Patrol; Caltrans, District 12; Native American Heritage Commission; Public Utilities Commission; Regional Water Quality Control Board, Region 8; Air Resources Board, Transportation Projects

Date Received 05/26/2017 **Start of Review** 05/26/2017 **End of Review** 06/26/2017

NATIVE AMERICAN HERITAGE COMMISSION

Environmental and Cultural Department
 1550 Harbor Blvd., Suite 100
 West Sacramento, CA 95691
 Phone (916) 373-3710
 Fax (916) 373-5471



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Governor's Office of Planning & Research

June 2, 2017

JUN 07 2017

STATE CLEARINGHOUSE

Joe Lambert
 City of Placentia
 401 E. Chapman Avenue
 Placentia, CA 92870

Re: SCH# 2017051077, W. La Jolla Street City Entry/ Display Sign Project, City of Placentia; Orange County, California

Dear Mr. Lambert:

The Native American Heritage Commission (NAHC) has reviewed the Mitigated Negative Declaration prepared for the project referenced above. The review included the Project Description, and the Evaluation of Environmental Impacts prepared by the City of Placentia. We have the following concerns:

1. There is no Tribal Cultural Resources section or subsection in the Executive Summary or Environmental Checklist as per California Natural Resources Agency (2016) "Final Text for tribal cultural resources update to Appendix G: Environmental Checklist Form," <http://resources.ca.gov/ceqa/docs/ab52/Clean-final-AB-52-App-G-text-Submitted.pdf>
2. There is no documentation of **government-to-government consultation by the lead agency** under AB-52 with Native American tribes traditionally and culturally affiliated to the project area as required by statute, or that mitigation measures were developed in consultation with the tribes. Discussions under AB-52 may include the type of document prepared and proposed mitigation. Contact by consultants during the Cultural Resources Assessments is not formal consultation.
3. There are no mitigation measures specifically addressing Tribal Cultural Resources separately. Mitigation measures must take Tribal Cultural Resources into consideration as required under AB-52, **with or without consultation** occurring. Mitigation language for archaeological resources is not always appropriate for or similar to measures specifically for handling Tribal Cultural Resources.
4. Tribal Cultural Resources assessments are not documented (except the reference to the Orange County General Plan). These should adequately assess the existence and significance of tribal cultural resources and plan for avoidance, preservation in place, or barring both, mitigation of project-related impacts to tribal cultural resources. **The lack of documented resources does not preclude inadvertent finds**, which should be addressed in the mitigation measures.

The California Environmental Quality Act (CEQA)¹, specifically Public Resources Code section 21084.1, states that a project that may cause a substantial adverse change in the significance of a historical resource is a project that may have a significant effect on the environment.² If there is substantial evidence, in light of the whole record before a lead agency, that a project may have a significant effect on the environment, an environmental impact report (EIR) shall be prepared.³ In order to determine whether a project will cause a substantial adverse change in the significance of a historical resource, a lead agency will need to determine whether there are historical resources with the area of project effect (APE).

CEQA was amended in 2014 by Assembly Bill 52. (AB 52).⁴ **AB 52 applies to any project for which a notice of preparation or a notice of negative declaration or mitigated negative declaration is filed on or after July 1, 2015.** AB 52 created a separate category for "tribal cultural resources"⁵, that now includes "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."⁶ Public agencies shall, when feasible, avoid damaging effects to any tribal cultural resource.⁷ Your project may also be subject to **Senate Bill 18 (SB 18)** (Burton, Chapter 905, Statutes of 2004), Government Code 65352.3, if it also involves the adoption of or amendment to a general plan or a specific plan, or the designation or proposed designation of open space. **Both SB 18 and AB 52 have tribal consultation requirements.** Additionally, if your project is also subject to the federal National Environmental

¹ Pub. Resources Code § 21000 et seq.

² Pub Resources Code § 21084.1; Cal Code Regs., tit.14, § 15064.5 (b); CEQA Guidelines Section 15064.5 (b)

³ Pub Resources Code § 21080 (d); Cal Code Regs., tit 14, § 15064 subd (a)(1); CEQA Guidelines § 15064 (a)(1)

⁴ Government Code 65352.3

⁵ Pub. Resources Code § 21074

⁶ Pub Resources Code § 21084.2

⁷ Pub. Resources Code § 21084.3 (a)

Policy Act (42 U.S.C. § 4321 et seq.) (NEPA), the tribal consultation requirements of Section 106 of the National Historic Preservation Act of 1966⁹ may also apply.

Consult your legal counsel about compliance with AB 52 and SB 18 as well as compliance with any other applicable laws.

Agencies should be aware that AB 52 does not preclude agencies from initiating tribal consultation with tribes that are traditionally and culturally affiliated with their jurisdictions before the timeframes provided in AB 52. For that reason, we urge you to continue to request Native American Tribal Consultation Lists and Sacred Lands File searches from the NAHC. The request forms can be found online at: <http://nahc.ca.gov/resources/forms/>. Additional information regarding AB 52 can be found online at: http://nahc.ca.gov/wp-content/uploads/2015/10/AB52TribalConsultation_CalEPAPDF.pdf, entitled "Tribal Consultation Under AB 52: Requirements and Best Practices".

The NAHC recommends lead agencies consult with all California Native American tribes that are traditionally and culturally affiliated with the geographic area of your proposed project as early as possible in order to avoid inadvertent discoveries of Native American human remains and best protect tribal cultural resources.

A brief summary of portions of AB 52 and SB 18 as well as the NAHC's recommendations for conducting cultural resources assessments is also attached.

Please contact me at gayle.totton@nahc.ca.gov or call (916) 373-3710 if you have any questions.

Sincerely,



Gayle Totton, B.S., M.A., Ph.D
Associate Governmental Project Analyst

Attachment

cc: State Clearinghouse

⁹ 154 U.S.C. 300101, 36 C.F.R. § 800 et seq.

Pertinent Statutory Information:

Under AB 52:

AB 52 has added to CEQA the additional requirements listed below, along with many other requirements:

Within fourteen (14) days of determining that an application for a project is complete or of a decision by a public agency to undertake a project, a **lead agency** shall provide formal notification to a designated contact of, or tribal representative of, traditionally and culturally affiliated California Native American tribes that have requested notice.

A **lead agency** shall begin the consultation process within 30 days of receiving a request for consultation from a California Native American tribe that is traditionally and culturally affiliated with the geographic area of the proposed project.⁹ and **prior to the release of a negative declaration, mitigated negative declaration or environmental impact report.** For purposes of AB 52, "consultation shall have the same meaning as provided in Gov. Code § 65352.4 (SB 18).¹⁰

The following topics of consultation, if a tribe requests to discuss them, are mandatory topics of consultation:

- a. Alternatives to the project.
 - b. Recommended mitigation measures.
 - c. Significant effects.¹¹
1. The following topics are discretionary topics of consultation:
- a. Type of environmental review necessary
 - b. Significance of the tribal cultural resources.
 - c. Significance of the project's impacts on tribal cultural resources.

If necessary, project alternatives or appropriate measures for preservation or mitigation that the tribe may recommend to the lead agency.¹²

With some exceptions, any information, including but not limited to, the location, description, and use of tribal cultural resources submitted by a California Native American tribe during the environmental review process **shall not be included in the environmental document or otherwise disclosed by the lead agency or any other public agency to the public, consistent with Government Code sections 6254 (r) and 6254.10.** Any information submitted by a California Native American tribe during the consultation or environmental review process shall be published in a confidential appendix to the environmental document unless the tribe that provided the information consents, in writing, to the disclosure of some or all of the information to the public.¹³

If a project may have a significant impact on a tribal cultural resource, **the lead agency's environmental document shall discuss** both of the following:

- a. Whether the proposed project has a significant impact on an identified tribal cultural resource.
- b. Whether feasible alternatives or mitigation measures, including those measures that may be agreed to pursuant to Public Resources Code section 21082.3, subdivision (a), avoid or substantially lessen the impact on the identified tribal cultural resource.¹⁴

Consultation with a tribe shall be considered concluded when either of the following occurs:

- a. The parties agree to measures to mitigate or avoid a significant effect, if a significant effect exists, on a tribal cultural resource; or
- b. A party, acting in good faith and after reasonable effort, concludes that mutual agreement cannot be reached.¹⁵

Any mitigation measures agreed upon in the consultation conducted pursuant to Public Resources Code section 21080.3.2 **shall be recommended for inclusion in the environmental document and in an adopted mitigation monitoring and reporting program,** if determined to avoid or lessen the impact pursuant to Public Resources Code section 21082.3, subdivision (b), paragraph 2, and shall be fully enforceable.¹⁶

If mitigation measures recommended by the staff of the lead agency as a result of the consultation process are not included in the environmental document or if there are no agreed upon mitigation measures at the conclusion of consultation, or if consultation does not occur, and if substantial evidence demonstrates that a project will cause a significant effect to a tribal cultural resource, **the lead agency shall consider feasible mitigation** pursuant to Public Resources Code section 21084.3 (b).¹⁷

An environmental impact report **may not be certified,** nor may a mitigated negative declaration or a negative declaration be adopted unless one of the following occurs:

- a. The consultation process between the tribes and the lead agency has occurred as provided in Public Resources Code sections 21080.3.1 and 21080.3.2 and concluded pursuant to Public Resources Code section 21080.3.2.
- b. The tribe that requested consultation failed to provide comments to the lead agency or otherwise failed to engage in the consultation process.

⁹ Pub. Resources Code § 21080.3.1, subs. (d) and (e)

¹⁰ Pub. Resources Code § 21080.3.1 (b)

¹¹ Pub. Resources Code § 21080.3.2 (a)

¹² Pub. Resources Code § 21080.3.2 (a)

¹³ Pub. Resources Code § 21082.3 (c)(1)

¹⁴ Pub. Resources Code § 21082.3 (b)

¹⁵ Pub. Resources Code § 21080.3.2 (b)

¹⁶ Pub. Resources Code § 21082.3 (a)

¹⁷ Pub. Resources Code § 21082.3 (e)

- c. The lead agency provided notice of the project to the tribe in compliance with Public Resources Code section 21080.3.1 (d) and the tribe failed to request consultation within 30 days.¹⁸

This process should be documented in the Tribal Cultural Resources section of your environmental document.

Under SB 18:

Government Code § 65352.3 (a) (1) requires consultation with Native Americans on general plan proposals for the purposes of "preserving or mitigating impacts to places, features, and objects described § 5097.9 and § 5091.993 of the Public Resources Code that are located within the city or county's jurisdiction. Government Code § 65560 (a), (b), and (c) provides for consultation with Native American tribes on the open-space element of a county or city general plan for the purposes of protecting places, features, and objects described in Sections 5097.9 and 5097.993 of the Public Resources Code.

- SB 18 applies to **local governments** and requires them to contact, provide notice to, refer plans to, and consult with tribes prior to the adoption or amendment of a general plan or a specific plan, or the designation of open space. Local governments should consult the Governor's Office of Planning and Research's "Tribal Consultation Guidelines," which can be found online at: https://www.opr.ca.gov/docs/09_14_05_Updated_Guidelines_922.pdf
- **Tribal Consultation:** If a local government considers a proposal to adopt or amend a general plan or a specific plan, or to designate open space it is required to contact the appropriate tribes identified by the NAHC by requesting a "Tribal Consultation List." If a tribe, once contacted, requests consultation the local government must consult with the tribe on the plan proposal. **A tribe has 90 days from the date of receipt of notification to request consultation unless a shorter timeframe has been agreed to by the tribe.**¹⁹
- **There is no Statutory Time Limit on Tribal Consultation under the law.**
- **Confidentiality:** Consistent with the guidelines developed and adopted by the Office of Planning and Research,²⁰ the city or county shall protect the confidentiality of the information concerning the specific identity, location, character, and use of places, features and objects described in Public Resources Code sections 5097.9 and 5097.993 that are within the city's or county's jurisdiction.²¹
- **Conclusion Tribal Consultation:** Consultation should be concluded at the point in which:
 - The parties to the consultation come to a mutual agreement concerning the appropriate measures for preservation or mitigation; or
 - Either the local government or the tribe, acting in good faith and after reasonable effort, concludes that mutual agreement cannot be reached concerning the appropriate measures of preservation or mitigation.²²

NAHC Recommendations for Cultural Resources Assessments:

- Contact the NAHC for:
 - A Sacred Lands File search. Remember that tribes do not always record their sacred sites in the Sacred Lands File, nor are they required to do so. A Sacred Lands File search is not a substitute for consultation with tribes that are traditionally and culturally affiliated with the geographic area of the project's APE.
 - A Native American Tribal Contact List of appropriate tribes for consultation concerning the project site and to assist in planning for avoidance, preservation in place, or, failing both, mitigation measures.
 - The request form can be found at <http://nahc.ca.gov/resources/forms/>.
- Contact the appropriate regional California Historical Research Information System (CHRIS) Center (http://ohp.parks.ca.gov/?page_id=1068) for an archaeological records search. The records search will determine:
 - If part or the entire APE has been previously surveyed for cultural resources.
 - If any known cultural resources have been already been recorded on or adjacent to the APE.
 - If the probability is low, moderate, or high that cultural resources are located in the APE.
 - If a survey is required to determine whether previously unrecorded cultural resources are present.
- If an archaeological inventory survey is required, the final stage is the preparation of a professional report detailing the findings and recommendations of the records search and field survey.
 - The final report containing site forms, site significance, and mitigation measures should be submitted immediately to the planning department. All information regarding site locations, Native American human remains, and associated funerary objects should be in a separate confidential addendum and not be made available for public disclosure.
 - The final written report should be submitted within 3 months after work has been completed to the appropriate regional CHRIS center.

¹⁸ Pub Resources Code § 21082.3 (d)

¹⁹ (Gov. Code § 65352.3 (a)(2)).

²⁰ pursuant to Gov. Code section 65040.2,

²¹ (Gov. Code § 65352.3 (b))

²² (Tribal Consultation Guidelines, Governor's Office of Planning and Research (2005) at p 18).

Examples of Mitigation Measures That May Be Considered to Avoid or Minimize Significant Adverse Impacts to Tribal Cultural Resources:

- o Avoidance and preservation of the resources in place, including, but not limited to:
 - Planning and construction to avoid the resources and protect the cultural and natural context.
 - Planning greenspace, parks, or other open space, to incorporate the resources with culturally appropriate protection and management criteria.
- o Treating the resource with culturally appropriate dignity, taking into account the tribal cultural values and meaning of the resource, including, but not limited to, the following:
 - Protecting the cultural character and integrity of the resource.
 - Protecting the traditional use of the resource.
 - Protecting the confidentiality of the resource.
- o Permanent conservation easements or other interests in real property, with culturally appropriate management criteria for the purposes of preserving or utilizing the resources or places.
- o Please note that a federally recognized California Native American tribe or a non-federally recognized California Native American tribe that is on the contact list maintained by the NAHC to protect a California prehistoric, archaeological, cultural, spiritual, or ceremonial place may acquire and hold conservation easements if the conservation easement is voluntarily conveyed.²³
- o Please note that it is the policy of the state that Native American remains and associated grave artifacts shall be repatriated.²⁴

The lack of surface evidence of archaeological resources (including tribal cultural resources) does not preclude their subsurface existence.

- o Lead agencies should include in their mitigation and monitoring reporting program plan provisions for the identification and evaluation of inadvertently discovered archaeological resources.²⁵ In areas of identified archaeological sensitivity, a certified archaeologist and a culturally affiliated Native American with knowledge of cultural resources should monitor all ground-disturbing activities.
- o Lead agencies should include in their mitigation and monitoring reporting program plans provisions for the disposition of recovered cultural items that are not burial associated in consultation with culturally affiliated Native Americans.
- o Lead agencies should include in their mitigation and monitoring reporting program plans provisions for the treatment and disposition of inadvertently discovered Native American human remains. Health and Safety Code section 7050.5, Public Resources Code section 5097.98, and Cal. Code Regs., tit. 14, section 15064.5, subdivisions (d) and (e) (CEQA Guidelines section 15064.5, subs. (d) and (e)) address the processes to be followed in the event of an inadvertent discovery of any Native American human remains and associated grave goods in a location other than a dedicated cemetery.

²³ (Civ. Code § 815.3 (c))

²⁴ (Pub. Resources Code § 5097.991).

²⁵ per Cal. Code Regs., tit. 14, section 15064.5(f) (CEQA Guidelines section 15064.5(f))

Lambert, Joseph

From: Joyce Perry <kaamalam@gmail.com>
Sent: Thursday, June 22, 2017 8:51 AM
To: Lambert, Joseph
Subject: Re: AB 52 Consultation for a Freeway-Oriented City Entry/Display Sign

Good Morning Joseph,

We have no concerns at this time. Thank You!

Joyce Stanfield Perry
Payomkawichum Kaamalam - President
Juaneño Band of Mission Indians, Acjachemen Nation
Tribal Manager, Cultural Resource Director

On Thu, May 25, 2017 at 4:14 PM, Lambert, Joseph <jlambert@placentia.org> wrote:

Please find the attached AB52 Consultation letter. A hard copy has been mailed to Joyce Stanfield Perry, Tribal Manager. If I can answer any questions for you, please do not hesitate to contact me at your earliest convenience.

Thank You

Joseph M. Lambert | Director of Development Services
City of Placentia | 401 E. Chapman Ave. Placentia, CA 92870
☎ (714) 993-8124 | 📠 (714) 528-4640 | ✉ jlambert@placentia.org



PLACENTIA
CALIFORNIA placentia, ca

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DEPARTMENT OF TRANSPORTATION

DISTRICT 12
1750 EAST 4TH STREET, SUITE 100
SANTA ANA, CA 92705
PHONE (657) 328-6000
FAX (657) 328-6522
TTY 711
www.dot.ca.gov/d12



*Serious Drought.
Making Conservation
A California Way of Life.*

June 16, 2017

Mr. Joe Lambert
Development Services Director
City of Placentia
401 E. Chapman
Placentia, CA. 92870

File: IGR/CEQA
SCH#: 2017051077
Log #: ORA 2017-00608
SR 57, SR 91

Dear Mr. Lambert:

Thank you for the opportunity to review and comment on the Mitigated Negative Declaration for the West La Jolla Street City Entry/Display for construction of a freeway-oriented entry sign adjacent to the SR-57 Freeway.

The proposed action is an amendment to a Design-Build-Operate-Maintain (DBOM) Agreement between the City of Placentia and Lamar Advertising to allow construction and ongoing operation and maintenance of a double-sided freeway-oriented entry sign with digital/static display capabilities. The sign will be located on City-owned property at 1031 W. La Jolla Street in the City of Placentia.

A V-shaped sign with two faces approximately 18 ft. high by 48 ft. wide with an overall structure height of not more than approximately 50 ft. above grade as measured at the La Jolla Street property line is proposed. The sign would be supported by a single steel column approximately 4 ft. in diameter placed on a concrete footing approximately 35 ft. deep. Each sign face would include lettering reading "City of Placentia". The south-facing sign face would display changeable advertising messages using digital light emitting diode (LED) technology and the north-facing sign face would utilize a conventional, non-digital static display.

The mission of Caltrans is to provide a safe, sustainable, integrated and efficient transportation system to enhance California's economy and livability. The Local Development-Intergovernmental Review (LD-IGR) Program reviews land use projects and plans through the lenses of our mission and state planning priorities of infill, conservation, and travel-efficient development. To ensure a safe and efficient transportation system, we encourage early consultation and coordination with local jurisdictions and project proponents on all development projects that utilize the multimodal transportation network.

The California Department of Transportation (Caltrans) is a commenting agency on this project and has the following comments for your consideration:

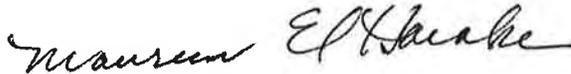
*"Provide a safe, sustainable, integrated and efficient transportation system
to enhance California's economy and livability"*

Mr. Joe Lambert
June 16, 2017
Page 2

1. The proposed sign location is just east of SR-57 and south of La Jolla St. The proposed sign will have two faces (one facing NB and the second facing SB SR-57 traffic). Within the proposed site location there is a confluence of two heavily traveled freeways, SR-57 (AADT 279,300 vehicles per day) and SR-91 (AADT 254,600 vehicles per day). There are freeway-to-freeway ramps connecting both SR-57 and SR-91 and there are ramps just to the north of the proposed site (NB SR-57: Orangethorpe off ramp and SB SR-57: Orangethorpe on ramp). These features result in the major weaving, merging and diverging of traffic. There are also overhead guide signs providing vital information to motorists; in particular the proposed sign will be right next to an existing overhead guide sign attached to the La Jolla St Overcrossing bridge structure. It is expected that the sign as proposed would impact the operations and safety along the State's freeway facilities. Therefore it is not recommended to place the sign at the location proposed, but to locate the sign away from the interchange area of SR-57/SR-91 and not adjacent to existing overhead signs.
2. An application for an Outdoor Advertising Permit must be submitted to the Office of Outdoor Advertising prior to construction of the display, and proof of property owner and official local consent, i.e. building permit, must be included with the application. Any further questions can be directed to the ODA Southern Area Manager at (213) 897-4208. Information about Outdoor Advertising requirements can also be found at: <http://www.dot.ca.gov/trafficops/oda/>

Please continue to keep us informed of this project and any future developments that could potentially impact State transportation facilities. If you have any questions or need to contact us, please do not hesitate to call Jude Miranda at (657) 328-6229.

Sincerely,



MAUREEN EL HARAQUE
Branch Chief, Regional-Community-Transit Planning
District 12

- c: OPR, State Clearinghouse
Lee Haber, Traffic Operations Northeast
George Anzo, Outdoor Advertising

The People are the City

Mayor
CRAIG S. GREEN

Mayor Pro Tem
CHAD P. WANKE

Councilmembers:
RHONDA SHADER
WARD L. SMITH
JEREMY B. YAMAGUCHI



City Clerk:
PATRICK J. MELIA
City Treasurer
KEVIN A. LARSON
City Administrator
DAMIEN R. ARRULA

401 East Chapman Avenue – Placentia, California 92870

July 5, 2017

Maureen El Harake, Branch Chief
Regional-Community-Transit Planning
CALTRANS District 12
1750 E. 4th Street, Suite 100
Santa Ana, CA 92705

SUBJECT: West La Jolla Street Entry/Display Sign

Dear Ms. El Harake,

We appreciate the time you and your colleagues spent today discussing the comments contained in your letter dated June 16, 2017 regarding the Initial Study/Mitigated Negative Declaration for the proposed West La Jolla Street entry/display sign.

As we noted in our conversation, the City clarified that only one sign structure is planned for this location, the City has no other plans for similar signs in the immediate vicinity. Also, the specific placement and exact size of the proposed sign has not been finalized and will be subject to refinement during the permit review process with the Caltrans Office of Outdoor Advertising. Based on our telephone discussion today, it is my understanding that all of the concerns raised in your letter can be adequately addressed through that permit review process. Please provide written confirmation that your comment recommending the sign not be placed in this location due to traffic operations and safety concerns has been modified based on the new information we presented today.

Thank you again for your assistance in this matter, please feel free to contact me at (714) 993-8234, if you have any further questions regarding this proposed project.

Sincerely,

Joseph M. Lambert,
Director of Development Services

DEPARTMENT OF TRANSPORTATION

DISTRICT 12
1750 EAST 4TH STREET, SUITE 100
SANTA ANA, CA 92705
PHONE (657) 328-6000
FAX (657) 328-6522
TTY 711
www.dot.ca.gov/d12



*Serious Drought.
Making Conservation
A California Way of Life.*

July 06, 2017

Mr. Joe Lambert
Development Services Director
City of Placentia
401 E. Chapman
Placentia, CA. 92870

File: IGR/CEQA
SCH#: 2017051077
Log #: ORA 2017-00608
SR 57, SR 91

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The mission of Caltrans is to provide a safe, sustainable, integrated and efficient transportation system to enhance California's economy and livability. The Local Development-Intergovernmental Review (LD-IGR) Program reviews land use projects and plans through the lenses of our mission and state planning priorities of infill, conservation, and travel-efficient development. To ensure a safe and efficient transportation system, we encourage early consultation and coordination with local jurisdictions and project proponents on all development projects that utilize the multimodal transportation network.

The California Department of Transportation (Caltrans) is a commenting agency on this project and has the following comments for your consideration:

*"Provide a safe, sustainable, integrated and efficient transportation system
to enhance California's economy and livability"*

Mr. Joe Lambert
July 06, 2017
Page 2

1. The proposed sign location is just east of SR-57 and south of La Jolla St. Within the proposed site location there is a confluence of two heavily traveled freeways, SR-57 (AADT 279,300 vehicles per day) and SR-91 (AADT 254,600 vehicles per day). There are freeway-to-freeway ramps connecting both SR-57 and SR-9, as well as ramps just to the north of the proposed site (NB SR-57: Orangethorpe off ramp and SB SR-57: Orangethorpe on ramp) resulting in the major weaving, merging and diverging of traffic. This location has overhead guide signs in order to provide vital information to motorists. Caltrans has met with the City of Placentia on July 5th, 2017 to discuss the proposed sign location in relation to an existing overhead guide sign attached to the La Jolla St. Overcrossing bridge structure. As a result, Caltrans is satisfied that the acceptable placement and exact size of the proposed sign will be finalized and subject to refinement during the permit review process with the Caltrans Office of Outdoor Advertising. Caltrans feels that all current concerns regarding the proposed sign has been answered and will continue to work together with the City on any future changes.
2. An application for an Outdoor Advertising Permit must be submitted to the Office of Outdoor Advertising prior to construction of the display, and proof of property owner and official local consent, i.e. building permit, must be included with the application. Any further questions can be directed to the ODA Southern Area Manager at (213) 897-4208. Information about Outdoor Advertising requirements can also be found at: <http://www.dot.ca.gov/trafficops/oda/>

Please continue to keep us informed of this project and any future developments that could potentially impact State transportation facilities. If you have any questions or need to contact us, please do not hesitate to call Jude Miranda at (657) 328-6229.

Sincerely,



MAUREEN EL HARAQUE
Branch Chief, Regional-Community-Transit Planning
District 12

c: OPR, State Clearinghouse
Lee Haber, Traffic Operations Northeast
George Anzo, Outdoor Advertising

Response to Comments

Compliance with CEQA

An Initial Study/Mitigated Negative Declaration ("IS/MND" – see Exhibit C) was prepared for the proposed project in accordance with the requirements of the California Environmental Quality Act (California Public Resources Code Sec. 21100 *et seq.*), the State CEQA Guidelines (California Code of Regulations, Title 14, Chapter 3, Sec. 15000 *et seq.*) and the City of Placentia Environmental Impact Report Guidelines. The IS/MND evaluates the potential impacts that the project may have on the environment and concludes that the identified mitigation measures would reduce potential impacts to a level that is less than significant (see Exhibit D - Mitigation Monitoring and Reporting Program).

A Notice of Intent to Adopt a Mitigated Negative Declaration (see Exhibit E) was posted at the Orange County Clerk-Recorder and the State Clearinghouse (Clearinghouse #2017051077), as well as at City Hall and published in a newspaper of general circulation in compliance with CEQA Guidelines Sec. 15072. The public review period for the IS/MND extended from May 26, 2017 to June 29, 2017. At the time this report was prepared, the City had received four comments on the IS/MND.

Response to Comments

Comment 1 (Native American Heritage Commission). In its letter dated June 2, 2017 (included in Exhibit F) the Native American Heritage Commission noted that consultation with Native American tribes traditionally and culturally affiliated to the project area is required for this project and that tribal resources must be analyzed and mitigation measures must take tribal resources into consideration.

Response: The IS/MND addresses Native American resources in the Cultural and Historic Resources section (page 10) and includes the following mitigation measures to address tribal resources:

CUL-1 If evidence of subsurface archaeological or paleontological resources or artifacts is uncovered during excavation, work shall be halted immediately and the City Building Official shall be notified. The Building Official shall require that a cultural resources investigation is conducted by a qualified investigator and if the find is determined to be significant, a mitigation plan shall be implemented to meet the requirements of CEQA Guidelines §15064.5. The Building Official shall ensure that a note describing this requirement is placed on all grading and building plans.

CUL-2 Should any human bone be encountered during excavation, all activity shall cease immediately and the contractor shall notify the City Building Official. The Building Official shall notify the County Coroner pursuant to §§5097.98 and 5097.99 of the Public Resources Code relative to Native American remains. Should the Coroner determine the human remains to be Native American, the Native American Heritage Commission shall be contacted pursuant to Public Resources Code §5097.98, and a mitigation plan shall be developed and implemented pursuant to state law.

In addition, as noted in Comment 2 below, the City contacted the Juaneño Band of Mission Indians, Acjachemen Nation and the Gabrieleño Band of Mission Indians, Kizh Nation to offer the opportunity for consultation regarding the project. In an email dated June 22, 2017 (included in Exhibit F) Acjachemen Nation stated that it has no concerns at this time and declined consultation. Additionally, no response was received from the Gabrieleño Band of Mission Indians, Kizh Nation. Therefore, the Native American Heritage Commission comment does not raise any new environmental issues and no additional mitigation measures are necessary.

Comment 2 (Juaneño Band of Mission Indians, Acjachemen Nation). In response to the City's invitation, the Juaneño Band of Mission Indians, Acjachemen Nation via email dated June 22, 2017 declined the opportunity for consultation regarding the project and stated that it has no concerns at this time (included in Exhibit F). In addition, no response was received from the Gabrieleño Band of Mission Indians, Kizh Nation.

Response: This comment does not raise any new environmental issues and no additional mitigation measures are necessary.

Comments 3 and 4 (Caltrans). In its letter dated June 16, 2017 (included in Exhibit F) Caltrans District 12 described operational issues on the 57 freeway and noted that an application must be submitted for an Outdoor Advertising Permit prior to construction of the proposed sign. This comment was clarified in Caltrans' follow-up letter of July 6, 2017 (included in Exhibit F) stating that design issues can be addressed during Caltrans' permit review process when the design of the proposed sign is finalized, and that all of its current concerns regarding the proposed sign have been answered.

Response: Section XVI.d (p. 24) of the IS/MND addresses traffic safety issues and notes that the proposed sign is required to comply with Caltrans standards and FHWA recommendations (Mitigation Measure AES-1, p. 6). These comments do not raise any new environmental issues and no additional mitigation measures are necessary.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: CHIEF OF POLICE

DATE: JULY 11, 2017

SUBJECT: AGREEMENT FOR LAW ENFORCEMENT COURT LIAISON SERVICES WITH THE CITY OF LA HABRA

FISCAL

IMPACT: EXPENSE: \$31,015

BUDGETED: \$31,015 (Departmental Contract Services)

SUMMARY:

The City of La Habra has been providing court liaison services to the City of Placentia for over 17 years. This has been a cost effective means of handling and processing subpoenas in all criminal and civil matters as well as processing and tracking all criminal cases for the City of Placentia. This agreement continues the services provided by the City of La Habra to act as the court liaison on behalf of the City of Placentia.

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Approve the Agreement for Law Enforcement Court Liaison Services with the City of La Habra in the amount of \$31,015 with a term ending June 30, 2018; and
2. Authorize the City Administrator and/or his designee to execute all the necessary documents, in a form approved by the City Attorney.

DISCUSSION:

Over the past several years, the City of La Habra and the City of Placentia have entered into an agreement for court liaison services. Under this agreement, the City of La Habra provides, as a service to Placentia, the handling and processing of subpoenas in all criminal and civil matters as well as processing and tracking of all criminal cases. This agreement authorizes the court liaison officer to act as an intermediary between the Court, the City of Placentia and any other court or subpoenaing agency.

This has been a very cost effective and efficient means for the Placentia Police Department. In addition, there has been no increase in cost for this service in the past several years. Staff recommends entering into the agreement with the City of La Habra for court liaison services.

**1.g.
July 11, 2017**

FISCAL IMPACT:

The total cost for this service is for an amount not-to-exceed \$31,015.00. Funding for this service has been included in the Fiscal Year 2017-18 General Fund Budget.

Prepared by:

Reviewed and approved:



Julie Kennicutt
Management Analyst



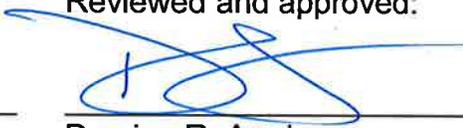
Darin Lenyi
Chief of Police

Reviewed and approved:

Reviewed and approved:



Shally Lin
Interim Finance Director



Damien R. Arrula
City Administrator

Attachment:
Agreement

AGREEMENT FOR LAW ENFORCEMENT SERVICES

This agreement for Law Enforcement Services ("Agreement" hereinafter) is made and entered into this 1st day of July, 2017 by and between the City of La Habra, a municipal corporation ("La Habra" hereinafter) and the City of Placentia, a municipal corporation ("Placentia" hereinafter).

RECITALS

- A. In August of 1999, Placentia and La Habra entered into an agreement under which La Habra provided Placentia "court liaison" services at the North Justice Center and which term expires on June 30, 2017; and
- B. After June 30, 2017 the parties understand and agree that the terms and conditions of the 1999 agreement continued to bind the parties and that the term of the agreement automatically renewed on a month to month basis; and
- C. Placentia desires to continue the use of services of the La Habra court liaison officer in order to improve the economy and efficiency of their organization; and
- D. La Habra desires and is willing to continue providing court liaison services to Placentia for handling and processing of subpoenas in all criminal and civil matters as well as processing, and tracking of all criminal cases in accordance with the provisions of this Agreement; and
- E. The parties desire to enter into this new agreement to expressly set forth their understanding of the terms and conditions of the parties and to provide for a new term; and

AGREEMENT

NOW, THEREFORE, La Habra and Placentia agree as follows:

- 1. **General Provisions.**
 - A. The Police Chief of La Habra and the Police Chief of Placentia are designated by the parties as those persons with the authority to implement the provisions of this Agreement and to ensure compliance with the terms and provisions hereof. The Chief of Police of La Habra and his or her staff have authority and control over the day to day operations of the court liaison officer and the manner and means of implementing this Agreement.
 - B. Any notice, report, correspondence or otherwise, permitted or required to be given under the terms and provisions of this Agreement must be given either by personal delivery, as the situation warrants, or by enclosing the

same in a sealed envelope, postage prepaid and depositing the same in the United States Mail address as follows:

If to La Habra:

CITY OF LA HABRA
Attn: Chief of Police/City Manager
150 N. Euclid St.
La Habra, CA 90631

If to Placentia:

CITY OF PLACENTIA
Attn: Chief of Police/City Manager
401 E. Chapman Ave.
Placentia, CA 92870

Any modification to the addresses provided above, must be made by the giving of written notice of such modification to the other party which notice will call specific attention to this Agreement.

- C. With regard to any public or private grants pertaining to services of facilities hereunder, La Habra and Placentia will cooperate in the preparation and submission of applications therefore and the subsequent administration thereof.
- D. The Chief of Police of La Habra, in cooperation with the Chief of Police of Placentia or their designees, may from time to time confer and propose modifications to this Agreement in order to maximize the benefits accruing to the parties hereto.
- E. Placentia agrees that the service provisions expressed hereunder will be governed by the terms of the La Habra Police Department's current policy and procedure manual.
- F. La Habra will provide the services of a court liaison officer ("Court Liaison Officer") for handling Placentia Police Department cases, citations, and paperwork to be submitted to the North Justice Center hereinafter referred to as "Court", and any and all subpoenas directed to Placentia and/or its personnel.

2. Service Provisions: Duties and responsibilities of Placentia.

- A. Placentia will deliver all cases and/or related paperwork, to be submitted to the Court, to the Court Liaison Officer in a reasonable and timely manner with respect to any and all deadlines/times frames which may affect the filing/processing of the items delivered.
- B. All cases delivered by Placentia to the Court Liaison Officer must be complete with regards to any and all forms and/or bail required by the District Attorney's office and/or the Court.

- C. All items submitted will be separated as follows:
- 1.) All items for submission to the Court's Traffic Division including:
 - a.) Traffic citations with transmittal list.
 - b.) Miscellaneous paperwork requested by the Traffic Division.
 - 2.) All items for submission to the Court's District Attorney's Office with transmittal disk or list including all transported cases.
 - 3.) All items for submission to the Court's Criminal Operations Division.
 - 4.) All items for submission to the City of Anaheim's City Attorney for municipal violations.
- D. Any case, citation, or subpoena returned and/or delivered to Placentia will be processed in a timely manner. Any case returned for further information and/or correction should be re-submitted to the Court Liaison Officer as soon as reasonably possible. Any subpoena delivered to Placentia will be delivered to the party to whom it is intended immediately. Any notification of unavailability and/or an inability to serve a subpoena will be given to the Court Liaison Officer as soon as such problem is discovered.
- E. The Placentia Police Department will furnish the Court Liaison Officer with a complete vacation schedule, phone list, and any other documents necessary to enable the Court Liaison staff to properly process subpoenas and contact personnel. Any change in any of these items will be immediately reported to the Court Liaison Office.

3. Service Provision – Duties and responsibilities of La Habra.

- A. All cases submitted to the Court Liaison Officer will be reviewed for completeness by the Court Liaison staff. After review, the case will either be forwarded to the District Attorney's Office for filing or returned to Placentia for any necessary information.
- B. Subpoenas:
- 1.) Receipt of Subpoenas: The Court Liaison Officer will be responsible for the processing of all subpoenas directed to Placentia and/or its personnel. The Court Liaison Officer is the sole designated recipient of subpoenas. The Court Liaison Officer will screen subpoenas at the time of receipt for any

legal/procedural correctness and completeness as well as any conflicts with any vacation.

- 2.) Service of Subpoenas: All Police employees receive subpoenas via electronic mail from the Integrated Law and Justice System and either accept or reject the subpoena by clicking onto the appropriate response. Court liaison will leave a daily list for the Watch Commander as a courtesy to show who is "on call".
 - 3.) Prior-to-Date Activity: Prior to the date of subpoena, the Court Liaison Office will review pre-trial proceedings and court calendars for cases scheduled at the Court to recall any unnecessary subpoenas.
 - 4.) Scheduled Cases: The Court Liaison Officer will periodically check with the Court to ascertain the status of any scheduled case. Upon learning the disposition of a case the Court Liaison Officer will notify Placentia of the disposition of scheduled cases in a mutually agreed upon manner.
 - 5.) Payroll Matters: The Court Liaison Officer will maintain an accurate record of on-call and call-in time due to employees of Placentia Police Department in accordance with Placentia's policies and/or procedures and will submit a report on such time to Placentia within two court days of the court date.
 - 6.) Subpoena Duces Tecums/Discovery requests: The Court Liaison Officer will accept all Subpoena Duces Tecums and Discovery requests directed to Placentia. Upon receipt the Court Liaison Officer will review the request with the Deputy District Attorney assigned to the case (where applicable) prior to submission to Placentia for compliance. The Court Liaison Officer will also screen each request in accordance with Placentia's policies and procedures regarding such requests.
- C. The Court Liaison Officer will act as an intermediary between Placentia and the Court and any other court or subpoenaing agency. The Court Liaison Officer will be available to act as an intermediary for questions from the Placentia Police Department and its employees directed to the Court or other agency. The Court Liaison Officer will also be available to act as an intermediary for questions directed to Placentia by the Court or another agency. The Court Liaison officer may, upon request, act on behalf of the Placentia Police Department at the Court.

4. **Mutual Agreements.**

A. Subpoena:

- 1.) **Mandatory Appearance:** Subpoenas for North Justice Center, Traffic Division are always mandatory appearance as are subpoenas for parole hearings, depositions, and any other subpoena which specifically states "Mandatory Appearance" or words to that effect. In cases of a mandatory appearance subpoena, the employee subpoenaed must appear on or before the time specified at the place specified. In the event that this is not possible the employee must contact the Court Liaison Officer and/or the issuing party/agency to notify them of the reason for non-attendance as soon as is reasonably possible.
- 2.) **On-Call Subpoenas:** Subpoenas issued by any Court are considered to be "On-Call" unless otherwise stated. The Court Liaison Officer will monitor on-call cases and will notify employees if and when they are needed. All employees on-call on a given day must be readily available by telephone and are responsible for notifying the Court Liaison Officer of any change in telephone number. Upon being called into a court the employee must be able to arrive within a reasonable period of time, generally within one hour. Employees will be notified and taken off call in a mutually agreed upon manner when a case settles or is taken off calendar.
- 3.) **DMV Hearings:** The Department of Motor Vehicles uses two methods for conducting its administrative hearings. The first is by mandatory appearance at the listed DMV branch office. The second is by telephonic hearing where an employee receives a subpoena for telephone hearing where the employee must be available by telephone at the time specified and for one hour following that time. Once the DMV has connected all other parties the hearing officer will contact the Court Liaison Officer. The Court Liaison Officer will then call the employee and connect the two calls disconnecting himself/herself.
- 4.) **Trailing Cases:** A trailing case is a case where an employee is on-call on a case on a date following the original subpoena date but under the authority of the original subpoena. Generally, this lasts no longer than ten (10) court days beyond the original subpoena date. Employees may be trailed day by day or from one date to another date. This is done when a case is preparing for trial and while it is in trial. Once an employee testifies at a trial they may be ordered by the Judge to remain on-call until the completion of

the case. This is also considered trailing. Any employee who is so ordered must notify the Court Liaison Officer of such order. Employees who are trailed will follow the same procedures as on-call subpoenas.

B. Cases:

- 1.) In-Custody Cases: The Court Liaison Office will present in-custody adult misdemeanor cases to the District Attorney's Office. No follow up will be required if all necessary paperwork is provided in a timely fashion before the filing deadlines set by the Court
- 2.) Out-of custody Cases: The Court Liaison will deliver all out-of-custody adult misdemeanor cases received from the Placentia Police Department, to the District Attorney's Office after each case is successfully screened.
- 3.) Placentia Police employees presenting cases: When a Placentia employee presents an adult case to the District Attorney's Office a copy of any complaint/rejection shall be left for the Court Liaison Officer.

C. Procedure Adaptation: The Court Liaison Officer will provide Placentia with assistance in the adaptation of any policy/procedure relating to Court matters upon request.

5. **Fees and Charges.**

- A. Placentia will pay La Habra, for the Court Liaison services described in this Agreement, a fee in the amount of Thirty One Thousand and Fifteen Dollars effective July 1, 2017.
- B. La Habra will bill Placentia for services rendered on a quarterly basis. Placentia agrees to pay the charges reflected in such invoice within thirty (30) days of receipt.
- C. On or before April 1 of every year this Agreement remains in effect, La Habra and Placentia may modify the annual fee that is to be paid by written mutual agreement.

6. **Liability and Indemnity.**

- A. Placentia is not liable for payment of any salary; wage or other compensation for benefits to any La Habra Police Department personnel (sworn or civilian employees) performing services hereunder. It is

understood and agreed by the parties that La Habra Police Department personnel performing services on behalf of Placentia in accordance with the terms of this Agreement are employees of La Habra acting on behalf of Placentia pursuant to this Agreement.

- B. La Habra agrees to maintain worker's compensation insurance, or a self insured plan, covering all La Habra Police Department personnel.
- C. Placentia agrees to and will defend, indemnify and hold free and harmless La Habra and its elected and appointed officials, officers and employees with respect to any and all claims, judgments or liabilities for personal injury, wrongful death and/or property damage arising from any act, or omission to act, by any Placentia officer, employee, or agent in the performance of this Agreement.
- D. La Habra agrees to and will defend, indemnify and hold free and harmless Placentia and its elected and appointed officials, officers and employees with respect to any and all claims, judgments or liabilities for personal injury, wrongful death and/or property damage arising from any act, or omission to act, by any La Habra officer, employee, or agent in the performance of this Agreement.
- E. In the event any legal action or proceeding is brought by either party to this Agreement regarding the provisions of this Agreement, or the interpretation thereof, the prevailing party in such action or proceeding will be awarded reasonable attorneys fees as may be determined by the Court.

7. **Term of agreement.**

- A. The term of this Agreement will commence on July 1, 2017 and will continue until June 30, 2018.
- B. This Agreement and each and every term and provision hereof may be extended by mutual written agreement.

8. **Termination.**

- A. Either party may terminate this Agreement by giving a Notice of Termination to the other party ninety (90) days prior to the effective date of termination.
- B. In the event La Habra and Placentia are unable to mutually agree by or before April 1 of any year on a revised annual fee for services rendered, then the Agreement automatically terminates on June 30 of that year.

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

CITY OF PLACENTIA

CITY OF LA HABRA

By: _____
City Manager
City of Placentia

By: _____
City Manager
City of La Habra

By: _____
City Clerk
City of Placentia

By: _____
City Clerk
City of La Habra

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
City Attorney
City of Placentia

By: _____
City Attorney
City of La Habra



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: INTERIM FINANCE DIRECTOR

DATE: JULY 11, 2017

SUBJECT: **COMMUNITY FACILITIES DISTRICT NO. 2014-01 (PUBLIC SAFETY SERVICES) ANNUAL SPECIAL TAX RATE FOR FISCAL YEAR 2017-18**

FISCAL IMPACT: MAXIMUM OF \$28,912

SUMMARY:

On February 18, 2014, the City Council adopted Resolution No. R-2014-10, establishing Community Facilities District (CFD) No. 2014-01 Public Safety CFD to provide a financing mechanism to sustain the delivery of public safety services to new residential developments. On March 4, 2014, the City Council adopted Ordinance No. O-2014-03 authorizing the City Council to determine, by resolution, on or before August 1st of each year, the specific special tax to be levied on each parcel of land within the CFD.

The CFD is subject to an annual escalation factor beginning on July 1, 2015, which shall be the greater of five percent (5%) or the annual percentage increase, if any, of the Consumer Price Index – All Urban Consumers (CPI-U) for the Los Angeles-Riverside-Orange County area as determined by the Bureau of Labor Statistics for the twelve (12) months ending the preceding December 31st.

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Adopt Resolution R-2017-XX, a Resolution of the City Council of the City of Placentia, California setting the levy of an Annual Special Tax for Community Facilities District No. 2014-01 (Public Services); and
2. Authorize inclusion of the Annual Special Tax for Community Facilities District No. 2014-01 (Public Services) for Fiscal Year 2017-18 on the Orange County Secured Property Tax Roll.

DISCUSSION:

In 2014 the City Council created a CFD to assist in the financing of police, fire and life safety services to new residential development. This type of financing program, which is authorized

1.h.
July 11, 2017

under the Mello-Roos Community Facilities Act of 1982, envisioned the participation of all future additional new development projects, either by formation of new districts or annexation into the existing CFD.

The special tax that is currently being assessed on properties within the CFD is based upon a Fiscal Impact Analysis (FIA) that was prepared for the initial formation of the CFD in 2014. Based on the FIA, the tax rate needed to support public safety services for new development was established at \$225.00 for each single-family residential unit per year. Therefore, the special tax rates for 2014-15 were \$225.00 per residential unit for single-family residential property and \$170.00 per residential unit for multi-family residential property.

The CFD is subject to an Annual Escalation Factor beginning on July 1, 2015, which shall be the greater of five percent (5%) or the annual percentage increase, if any, of the Consumer Price Index – All Urban Consumers (CPI-U) for the Los Angeles-Riverside-Orange County area as determined by the Bureau of Labor Statistics for the twelve (12) months ending the preceding December 31st. The CPI for the twelve (12) months ending the preceding December 31st was 1.969%. Therefore, the special tax rates are being increased five percent (5%) as allowed. The adjusted special tax rates for FY 2017-18 are \$260.47 per residential unit for single-family residential property and \$196.80 per residential unit for multi-family residential property.

FISCAL IMPACT:

In order for the assessment to be applied to a parcel, either construction has to be completed or a building permit for the home needs to be issued by the City. Currently all 33 parcels of the Olsen Development and all 78 parcels in the Beazer Homes/Schaner Ranch Development are within CFD 2014-01 for a total of 111 parcels. All 33 of the Olsen Development parcels are complete. As of June 1, 2017, all 78 parcels in the Beazer Homes Development are either occupied or have been issued building permits and are subject to the assessment. All the 111 parcels are single family properties, and will be assessed at the \$260.47 rate.

Prepared by:



Matt Reynolds
Senior Management Analyst

Reviewed and approved:



Shally Lin
Interim Finance Director

Reviewed and approved:



Damien R. Arrula,
City Administrator

Attachments:

1. Resolution
2. Rate and Method of Apportionment of Special Tax

RESOLUTION NO. R-2017-40

**A RESOLUTION OF CITY COUNCIL OF THE CITY OF
PLACENTIA, CALIFORNIA SETTING THE LEVY OF AN
ANNUAL SPECIAL TAX FOR COMMUNITY FACILITIES
DISTRICT NO. 2014-01 (PUBLIC SERVICES)**

A. Recitals.

(i). The City Council of the City of Placentia ("City Council"), has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors to authorize the levy of a special tax in a community facilities district, all as authorized pursuant to the terms and provisions of the "{Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the California Government Code ("Act") denominated COMMUNITY FACILITIES DISTRICT NO. 2014-01 (Public Services) ("District").

(ii). The City Council, by adoption of Ordinance No. O-2014-03 ("Ordinance") as authorized by § 53340 of the California Government Code, has authorized the levy of special taxes with the District to finance the authorized service in accordance with the Rate and Method of Apportionment of the Special Tax ("RMA") set forth in Exhibit "B" to the Resolution of Formation, which is on file in the office of the City Clerk and incorporated by reference herein.

(iii). California Government Code § 53340 provides that the City Council may provide, by resolution, for the levy of the special tax in the current tax year or future tax years at the same rate or at a lower rate than the rate provided by the Ordinance, if the resolution is adopted and a certified list of all parcels subject to the special tax levy including the amount of the tax to be levied on each parcel for the applicable tax year, is filed by the Clerk or other official designated by the legislative body with the county auditor on or before the 10th day of August of that tax year.

(iv). The RMA provides for an annual escalation factor of the greater of five percent (5%) or the annual percentage increase, if any, of the All Urban Consumers Consumer Price Index ("CPI") for the Los Angeles - Riverside - Orange County, CA area as determined by the Bureau of Labor Statistics for the twelve (12) months ending the preceding December 31.

(v). the All Urban Consumers Consumer Price Index ("CPI") for the Los Angeles - Riverside - Orange County, CA area as

determined by the Bureau of Labor Statistics for the twelve (12) months ending the preceding December 31 was 1.97%.

B. Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. The facts set forth in the Recitals, Part A of this Resolution, are true and correct.

2. This City Council does hereby find and determine as follows:

A. The annual escalation for FY 2017-18 shall be five percent (5%).

B. The City Council hereby levies a special tax within the District for Fiscal Year 2017-18 at the rate of \$260.47 per residential unit for single-family residential property and \$196.80 per residential unit for multi-family residential property.

C. The CFD Administrator hereby is authorized and directed to file with the County Auditor on or before the 10th day of August a certified copy of this Resolution accompanied by a list of all parcels subject to the special tax levy with the taxes to be levied on each parcel based on the 2017-18 special tax rates set forth in Part B of this Resolution.

D. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

E. The County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected, in a space marked "Public Services Special Tax" or by any other suitable designation, the installment of the special tax.

F. The County Auditor shall, at the close of the tax collection period, promptly render to the District a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties and percentages so collected and

from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.

G. This Resolution shall become effective upon its adoption.

PASSED, ADOPTED AND APPROVED this 11th day of July, 2017.

CRAIG GREEN, MAYOR
CITY OF PLACENTIA

ATTEST:

PATRICK J. MELIA, CITY CLERK

STATE OF CALIFORNIA
CITY OF PLACENTIA

I, PATRICK J. MELIA, CITY CLERK of the CITY OF PLACENTIA DO HEREBY CERTIFY that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 11th day of July, 2017 by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

CHRISTIAN L. BETTENHAUSEN,
CITY ATTORNEY

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

CITY OF PLACENTIA COMMUNITY FACILITIES DISTRICT NO. 2014-01 (PUBLIC SERVICES)

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels within the City of Placentia Community Facilities District No. 2014-01 (Public Services), ("CFD No. 2014-01"), other than Assessor's Parcels classified as Exempt Property as defined herein, and collected each Fiscal Year commencing in Fiscal Year 2014-2015, in an amount determined by the CFD Administrator through the application of the procedures described below. All of the real property within CFD No. 2014-01, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to CFD No. 2014-01, unless a separate Rate and Method of Apportionment of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acres or Acreage" means the land area of an Assessor's Parcel, expressed in acres, as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Subdivision Map, other final map, other parcel map, other condominium plan, or functionally equivalent map or instrument recorded in the Office of the County Recorder. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560.

"Act" means the Mello-Roos Communities Facilities Act of 1982 as amended, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated expenses related to the administration of CFD No. 2014-01: the costs of determining the amount of the levy of Special Taxes, the collection of Special Taxes, including the expenses of collecting delinquencies and pursuing foreclosures, the payment of a proportional share of salaries and benefits of any City employee and City overhead whose duties are directly related to the administration of CFD No. 2014-01, fees and expenses for counsel, audits, costs associated with responding to public inquiries regarding CFD No. 2014-01, and any and all other costs incurred in connection with the administration of CFD No. 2014-01.

"Annual Escalation Factor" means the greater of five percent (5%) or the annual percentage increase, if any, of the All Urban Consumers Consumer Price Index ("CPI"). The annual CPI used shall be for the area of Los Angeles – Riverside – Orange County, CA as determined by the Bureau of Labor Statistics for the twelve (12) months ending the preceding December 31.

"Assessor's Parcel" means a Condominium lot, Lot, or parcel shown in an Assessor's Parcel Map with an assigned assessor's parcel number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by assessor's parcel number.

"Base Year" means Fiscal Year beginning July 1, 2014 and ending June 30, 2015.

“Boundary Map” means the map of the boundaries of CFD No. 2014-01 recorded on January 21, 2014 in the Orange County Recorder’s Office in Book 94, Pages 46, of Maps of Assessments and Community Facilities Districts (instrument number 2014-24969), as the same may be amended by annexation from time to time hereafter.

“Building Permit” means a permit issued for new construction of a residential dwelling. For purposes of this definition, “Building Permit” shall not include permits for construction or installation of retaining walls, grading, utility improvements, or other such improvements not intended for human habitation.

“CFD Administrator” means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement for Services and providing for the levy and collection of the Special Taxes for CFD No. 2014-01.

“CFD No. 2014-01” means City of Placentia Community Facilities District No. 2014-01 (Public Services) established by the City Council under the Act.

“City” means the City of Placentia.

“City Council” means the Council of the city of Placentia, acting as the legislative body of CFD No. 2014-01.

“Condominium” means an estate in real property consisting of an undivided interest in common in a portion of a parcel of real property together with a separate interest in space in a residential, industrial or commercial building on such real property, such as an apartment, office or store. A condominium may include in addition a separate interest in other portions of such real property. Such estate may, with respect to the duration of its enjoyment, be either:

- (1) An estate of inheritance or perpetual estate;
- (2) An estate for life; or
- (3) An estate for years, such as a leasehold or a sublease hold.

“County” means the County of Orange.

“Developed Property” means an Assessor’s Parcel of Taxable Property for which a Building Permit was issued on or before **June 1** preceding the Fiscal Year for which Special Taxes are being levied.

“Developed Residential Property” means an Assessor’s Parcel of Taxable Property for which a Building Permit was issued on or before **June 1** preceding the Fiscal Year for which Special Taxes are being levied and which Building Permit was issued for purposes of constructing one or more Residential Unit(s).

“Exempt Property” means all Assessor’s Parcels within CFD No. 2014-01 that are exempt from the Special Taxes pursuant to law or Section F herein.

“Final Map” means an Assessor’s Parcel Map, a Final Subdivision Map, condominium plan, lot line adjustment, or any other map functionally considered to be an equivalent development map that has been recorded in the Office of the County Recorder.

“Final Subdivision Map” means a subdivision of property creating single family residential buildable Lots by recordation of a final subdivision map or parcel map pursuant to the Subdivision Map Act (California Government Code § 66410, et seq.), or recordation of a condominium plan pursuant to California Civil Code § 1352, that creates individual Lots or condominium lots for which building permits may be issued without further subdivision and is recorded prior to **June 1** preceding the Fiscal Year in which the Special Tax is being levied.

“Fiscal Year” means the period commencing on July 1 of any year and ending the following June 30.

“Future Annexation Area” means the areas designated for potential future annexation to CFD No. 2014-01 as shown in the “Map of Proposed Boundaries of City of Placentia Future Annexation Area of Community Facilities District No. 2014-01 (Public Services)” recorded and on file with the Orange County Recorder’s Office.

“Land Use Type” means any of the land use types listed in Table 1 below.

“Lot” means property within a Final Map identified by a lot number or condominium number for which a Building Permit has been issued or may be issued.

“Maximum Special Tax” means the maximum Special Tax determined in accordance with Section C, which may be levied in any Fiscal Year on an Assessor’s Parcel of Taxable Property.

“Multi-Family Residential Property” or “MFR Property” means all Assessor’s Parcels of Developed Property for which a Building Permit has been issued for purposes of constructing a residential structure consisting of five (5) or more residential units that share common walls, including, but not limited to, condominiums, and apartment units.

“Property Owner Association Property” means for each Fiscal Year any property within the boundaries of CFD 2014-01 that was owned by, or irrevocably dedicated as indicated in an instrument recorded with the County Recorder to, a property owner association, including any master or sub-association, as of **June 1**.

“Proportionately” means in a manner such that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor’s Parcels within each Land Use Type.

“Public Property” means any property that is owned by, dedicated or irrevocably dedicated to a city, the federal government, the State of California, the County, or any other public agency (each, a “Public Entity”); provided, however, that if any such property is leased by such a Public Entity to a private entity and is thereby subject to taxation pursuant to § 53340.1 of the Act, such leasehold estate shall be classified and taxed according to the use thereof.

“Residential Property” means all Assessor’s Parcels of Developed Property within CFD No. 2014-01 for which a Building Permit has been issued for purposes of constructing one or more Residential Unit(s).

“Residential Unit” means any residence in which a person or persons may live, which is not considered to be used for non-residential purposes.

“Services” means those authorized services that may be funded by CFD No. 2014-01 pursuant to the Act, as amended, including, without limitation, those services authorized to be funded by CFD No. 2014-01 as set forth in the documents adopted by the City Council at the time CFD No. 2014-01 was formed.

“Single-Family Residential Property” or “SFR Property” means an Assessor’s Parcel classified as Developed Property for which a Building Permit(s) has been issued for purposes of constructing one or more single-family residential dwelling units including residential structures or Condominium structures that consist of 4 or fewer units which share common walls.

“Special Tax” means the special tax authorized to be levied within CFD No. 2014-01 pursuant to the Act to fund the Special Tax Requirement.

“Special Tax Requirement” means the amount, as determined by the CFD Administrator, for any Fiscal Year to: (i) pay the costs of providing the Services during such Fiscal Year, (ii) pay Administrative Expenses associated with the Special Tax, (iii) establish or replenish any operational reserve fund established for Services, (iv) pay incidental expenses related to the Services as authorized pursuant to the Act, (v) fund an amount equal to a reasonable estimate

of delinquencies expected to occur in the Fiscal Year in which the Special Tax will be levied (“Estimated Special Tax Delinquency Amount”) and (vi) fund the shortfall, if any, in the Special Tax revenues collected in the preceding Fiscal Year necessary to fund the Special Tax Requirement for Services for such Fiscal Year where such shortfall resulted from delinquencies in the payment of Special Taxes in such Fiscal Year that exceeded the Estimated Special Tax Delinquency Amount included in the Special Tax Requirement for Services for such Fiscal Year.

“Taxable Property” means all Assessor’s Parcels that are not exempt from the Special Tax pursuant to law or Section F.

“Undeveloped Property” means an Assessor’s Parcel of Taxable Property for which a Building Permit has not been issued on or before **June 1** preceding the Fiscal Year for which Special Taxes are being levied.

B. CLASSIFICATION OF ASSESSOR’S PARCELS

Each Fiscal Year, beginning with Fiscal Year 2014-2015, using the definitions above, each Assessor’s Parcel within CFD 2014-01 shall be classified by the CFD Administrator as Taxable Property or Exempt Property. In addition, each such Fiscal Year, each Assessor’s Parcel of Taxable Property shall be further classified by the CFD Administrator as Developed Property or Undeveloped Property. Developed Property shall be further classified as Single-Family Residential Property or Multi-Family Residential Property. Commencing with Fiscal Year 2014-2015 and for each subsequent Fiscal Year, Developed Residential Property shall be subject to the levy of Special Taxes pursuant to Section C below.

C. MAXIMUM ANNUAL SPECIAL TAXES

1. Developed Residential Property

Each Fiscal Year commencing in Fiscal Year 2014-2015, each Assessor’s Parcel of Developed Residential Property shall be subject to the Special Tax. The Maximum Special Tax for Developed Residential Property for Fiscal Year 2014-2015 is shown below in Table 1.

**TABLE 1
DEVELOPED RESIDENTIAL PROPERTY
MAXIMUM SPECIAL TAX RATES**

Land Use Type	Maximum Special Tax
Residential	
SFR Property	\$225 per Residential Unit
MFR Property	\$170 per Residential Unit

For each subsequent Fiscal Year following the Base Year, the Maximum Special Tax rate shall be increased from the Maximum Special Tax rate in effect for the prior Fiscal Year by the Annual Escalation Factor.

2. Annexed Property

Each Fiscal Year commencing in Fiscal Year 2014-2015, each Assessor's Parcel of Developed Residential Property that has been annexed into CFD 2014-01 shall be subject to the prevailing Special Tax in effect during the then current Fiscal Year and as determined by Section C.1 above.

3. Undeveloped Property

Each Fiscal Year commencing in Fiscal Year 2014-2015, each Assessor's Parcel classified as Undeveloped Property shall be exempt from the levy of the Special Tax

4. Exempt Property

No Special Tax shall be levied on Exempt Property as defined in Section F.

For each Fiscal Year, if the use or ownership of an Assessor's Parcel or Exempt Property changes so that such Assessor's Parcel is no longer classified as one of the uses set forth in Section F, therefore making such Assessor's Parcel no longer eligible to be classified as Exempt Property, such Assessor's Parcel shall be deemed to be Taxable Property and shall be taxed pursuant to the provisions of Section C.

D. METHOD OF APPORTIONMENT OF SPECIAL TAX

Commencing in Fiscal Year 2014-2015 and for each subsequent Fiscal Year, the CFD Administrator shall levy the Special Tax on all Taxable Property of CFD No. 2014-01 until the total amount of Special Tax levied equals the Special Tax Requirement. The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property within CFD No. 2014-01 up to 100% of the applicable Maximum Special Tax to satisfy the Special Tax Requirement.

Notwithstanding any provision of this Section D to the contrary, under no circumstances will the Special Tax levied against any Assessor's Parcel of Developed Property that is classified as Residential Property be increased by more than ten percent (10%) per Fiscal Year as a consequence of delinquency or default in the payment of Special Taxes by the owner of any other Assessor's Parcel, excluding therefrom the increased amount levied pursuant to the Annual Escalation Factor.

E. PREPAYMENT OF SPECIAL TAX

The Special Tax shall be levied in perpetuity for the purpose of financing ongoing authorized services and therefore may not be prepaid.

F. EXEMPTIONS

The City Council shall classify as Exempt Property: (i) Public Property, (ii) Property Owner Association Property, (iii) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement, including but not limited to property designated for open space, trails, pathways, parks or park and recreation related facilities, (iv) property reasonably designated by the City or CFD Administrator as Exempt Property due to deed restrictions, conservation easement, or similar factors.

G. APPEALS

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the CFD Administrator not later than twelve months after having paid the first installment of the Special Tax that is disputed. The CFD Administrator shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the decision of the CFD Administrator requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s) to compensate for the overpayment of the Special Tax.

H. MANNER OF COLLECTION

The annual Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that the Special Taxes may be billed and collected at a different time or in a different manner if necessary to meet the financial obligations of CFD No. 2014-01.